



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, NOVEMBER 25, 2019, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Presentation of Awards

1. 2019 Arbor Day Poster Contest Winners
2. Paul Huggins
3. Lisa Rowell

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

- [4.](#) October 2019 Council Meeting Minutes
- [5.](#) October 2019 Financial Statements
- [6.](#) Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1:07 Boards and Commissions.
- [7.](#) Consider and act on a resolution 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 CenturyLink for fiber internet services.
- [8.](#) Consider and act on a resolution 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 Hickory Creek Crossing Limited Partnership for temporary access to certain property to make road alterations, repairs, maintenance, and modifications.
- [9.](#) Consider and act on a resolution 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 Municipal Code Corporation for website redesign, hosting and support services.
- [10.](#) Consider and act on a resolution hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for USPS postage meter and postal services by and between the Town of Hickory Creek, Texas and Neopost.

Regular Agenda

- [11.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, casting its votes for one or more candidates for appointment to the Denton Central Appraisal District Board of Directors and providing an effective date.
- [12.](#) Interviews for various boards and commissions.
- [13.](#) Consider and act on appointments to various boards and commissions.
- [14.](#) Conduct a public hearing to hear public opinion on a request from Leon Capital Group on behalf of the Holker Irrevocable 2007 Trust to change the zoning designation of SF-3 Single Family to PD - Planned Development on a 30.4661-acre tract of land legally described as A0819A J. Maloney, Tract 2, and consider and act on an ordinance adopting the same. The property is located in the 1200 block Sycamore Bend Road, south of Maynard Road.
- [15.](#) Consider and act on a replat of lots 1R and 2R, Block A Steeplechase South Addition, an 8.05 acre tract being all of Lot 1, Block A of Steeplechase South Addition situated in the M.E.P. & P.R.R. Company Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas.
- [16.](#) Conduct a public hearing to hear public opinion on a request from CTMGT Turbeville LLC. to modify the zoning designation of PD – Planned Development on a 6.72 acre portion of an 8.0454 acre tract of land legally described as Steeplechase South Addition, Block A, Lot 1, and consider and act on an ordinance adopting the same. The property is located in the 1900 Block of Turbeville Road.

- [17.](#) Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 3: Building Regulations, by creating Article 3.11: Solar Panel Standards.
- [18.](#) Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 12: Traffic and Vehicles: Creating Article 12:06 Motorized Carts.
- [19.](#) Consider and act on a resolution 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 Hickory Creek Residences, LLC. concerning the annexation and development of property currently located in the Town's extra-territorial jurisdiction.
- [20.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project and performance agreement by and between the Hickory Creek Economic Development Corporation, and Lyons American Securities, Inc., a Texas corporation, to provide a financial incentive for the construction of a roadway, authorized pursuant to Sections 501.103 the Texas Local Government Code.
- [21.](#) Consider and act on a resolution of the Town of Hickory Creek, Texas authorizing the issuance of a water well drilling permit for 1851 Turbeville Road, Hickory Creek, Texas.
22. Discussion regarding town council goals for 2019-2020 to include infrastructure projects, broadband solutions, Sycamore Bend Road, community events and employee recognition.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council will convene into executive session to discuss the following matters.

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.

23. Receive advice and provide Town Attorney direction concerning enforcement of property condition standards at 1 Kelton Avenue.

Reconvene into Open Session

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on November 22, 2019 at 9:00 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Item Attachment Documents:

4. October 2019 Council Meeting Minutes

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, OCTOBER 07, 2019**

MINUTES

Call to Order

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

Roll Call

The following members were present:

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

The following member was absent:

Councilmember Chris Gordon

Also in attendance:

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

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

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

Invocation

Councilmember Theodore gave the invocation.

Presentation of Awards

1. Collin Bloomfield

Mayor Clark presented a plaque of appreciation to Collin Bloomfield for completion of his Eagle Scout project in Sycamore Bend Park.

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

Mayor Clark presented a certificate of appreciation to Randy Gibbons accepting on behalf of The Church of Jesus Christ Latter Day Saints Lake Cities 2nd Ward for the Sycamore Bend Trash Cleanup Service Project.

Town of Hickory Creek

October 7, 2019

Page 2

Items of Community Interest

The Parks and Recreation Board will host an Arbor Day Celebration, Saturday, November 9, 2019 from 10:00 a.m. until 12:00 p.m. at town hall.

The latest edition of the Lakeside News has a great layout and the content is very informative thanks to Kristina Smith.

Public Comment

There were no speakers for public comment.

Consent Agenda

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

Motion made by Councilmember Theodore to approve consent agenda items 3 - 6,
Seconded by Councilmember Elrod.

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

Regular Agenda

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

Motion made by Mayor Pro Tem Kenney to approve an ordinance annexing the hereinafter described territory to the Town of Hickory Creek as presented, Seconded by Councilmember Theodore.

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

Town of Hickory Creek

October 7, 2019

Page 3

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

Discussions were held regarding the development of a 24.31 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, including the developer's agreement related to the property approved in 2011 and the potential for the property to be annexed into the Town of Hickory Creek.

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

Discussions were held regarding the town's website.

Adjournment

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

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

The meeting did then stand adjourned at 7:34 p.m.

Approved:

Attest:

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

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

**REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, OCTOBER 28, 2019**

MINUTES

Call to Order

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

Roll Call

The following members were present:

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

The following member was absent:

Councilmember Tracee Elrod

Also in attendance:

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

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

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

Invocation

Councilmember Theodore gave the invocation.

Items of Community Interest

The Mayor and Town Council received a note of thanks from Brienne Cox-Whitley regarding the sidewalk construction.

The Parks and Recreation Board will host an Arbor Day Celebration, Saturday, November 9, 2019 from 10:00 a.m. until 12:00 p.m. at town hall.

The annual tree lighting will be held Friday, December 6, 2019 from 6:00 p.m. until 8:00 p.m. at town hall.

Mayor Clark, Councilmember Gordon, John Smith and Jeffrey McSpedden attended the Texas Municipal League Annual Conference and Exhibition in San Antonio, October 9-11, 2019.

Town of Hickory Creek

October 28, 2019

Page 2

Public Comment

Diane Ciarloni, 28 Arrowhead Circle, stated she was instrumental in the addition of the Hickory Hills brick entrance many years ago. She along with others in the neighborhood were proud. Looking to the left at the entrance today, fences are falling down, and backyards are overgrown. Looking to the right, the black plastic fence utilized during construction of the trail has not been removed so the area has not been mowed. The two ways to protect entire neighborhoods and property values are home owner associations or dedicated consistent code enforcement. She urged the council to hire a part time code enforcement officer that would drive the neighborhoods and enforce the code of ordinances.

Consent Agenda

1. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.11 Town Council Meetings.
2. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, Amending Article 3.08 Signs; Amending Article 3.11 Miscellaneous Building Fees; Amending Article A2.000 Business Related Fees; Amending Article A4.000 Utility Related Fees; Amending Article A5.000 Alarm Related Fees; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances.
3. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a master application and fee schedule; and providing an effective date.
4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a council chambers rental policy; and providing an effective date.

Motion made by Councilmember DuPree to approve consent agenda items 2-4 as presented, Seconded by Councilmember Gordon.

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

Separate discussion was held regarding consent agenda item 1.

Motion made by Councilmember Theodore to approve consent agenda item 1, Seconded by Councilmember Gordon.

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

Regular Agenda

5. Consider and act on a site and landscape plan for Don Camillo Italian Restaurant, legally described as Lot 2, Lyons-Freese Addition, being 1.423 acres in the J.W. Simmons Survey, Abstract No. 1163, Town of Hickory Creek, Denton County, Texas. The property is located in the 1200 block of Turbeville Road.

Town of Hickory Creek

October 28, 2019

Page 3

Motion made by Councilmember Gordon to approve a site and landscape plan for Don Camillo Italian Restaurant, contingent upon reevaluation of ingress and egress, Seconded by Councilmember Theodore.

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

6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project and performance agreement by and between the Hickory Creek Economic Development Corporation, and Lyons American Securities, Inc., a Texas corporation, to provide a financial incentive for the construction of a roadway, authorized pursuant to Sections 501.103 the Texas Local Government Code.

Motion made by Mayor Pro Tem Kenney to approve a resolution of the Town of Hickory Creek, Texas approving a Type B economic development project and performance agreement by and between the Hickory Creek Economic Development Corporation, and Lyons American Securities, Inc., Seconded by Councilmember DuPree.

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

7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an Amendment to an Interlocal Agreement for services by and between the Town of Hickory Creek, Texas and Span, Inc., and providing an effective date.

Motion made by Mayor Pro Tem Kenney, to approve a resolution executing an amendment to an interlocal agreement between the Town of Hickory Creek and Span, Inc., Seconded by Councilmember Theodore. Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, which calls for the immediate resignation of Texas House of Representative Speaker Dennis Bonnen from his leadership position.

Motion made by Councilmember Gordon, to approve a resolution calling for the immediate resignation of Texas House of Representative Speaker Dennis Bonnen from his leadership position, Seconded by Councilmember DuPree.

Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney.

Voting Nay: Councilmember Theodore. Motion passed.

9. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Lake Cities Municipal Utility Authority.

Motion made by Councilmember Theodore, to approve a resolution authorizing the Mayor of the Town of Hickory Creek to execute an interlocal agreement between the Town of Hickory Creek and Lake Cities Municipal Utility Authority, Seconded by Councilmember Gordon.

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

Town of Hickory Creek

October 28, 2019

Page 4

10. Discussion regarding town council goals for 2019-2020 to include infrastructure projects, broadband solutions, Sycamore Bend Road, community events and employee recognition.

The town council discussed goals for 2019-2020.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:08 p.m. to discuss the following matters.

Section 551.072

Deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

11. Sycamore Bend Property DCAD Property ID 62195;62311;62329 and 155074.
12. I-35E DCAD Property ID 62298
14. I-35E DCAD Property ID 215365

Reconvene into Open Session

The Town Council with the exception of Councilmember Theodore reconvened into open session at 8:54 p.m.

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

No action taken.

Adjournment

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

Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney.

Motion passed unanimously.

The meeting did then stand adjourned at 8:55 p.m.

Approved:

Attest:

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

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

Item Attachment Documents:

5. October 2019 Financial Statements

Town of Hickory Creek
Balance Sheet
As of October 31, 2019

	<u>Oct 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,080.97
BOA - Drug Forfeiture	1,949.47
BOA - Drug Seizure	1,352.80
BOA - General Fund	170,230.57
BOA - Parks and Recreation	198,114.46
BOA - Payroll	250.00
BOA - Police State Training	5,179.86
Logic Animal Shelter Facility	9,475.41
Logic Harbor Ln-Sycamore Bend	3,303.74
Logic Investment Fund	3,416,837.41
Logic Street & Road Improvement	162,215.34
Logic Turbeville Road	212,558.60
Total Checking/Savings	<u>4,200,548.63</u>
Accounts Receivable	
Accounts Receivable	2,751.80
Municipal Court Payments	1,636.50
Total Accounts Receivable	<u>4,388.30</u>
Total Current Assets	<u>4,204,936.93</u>
TOTAL ASSETS	<u>4,204,936.93</u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
October 2019

	<u>Oct 19</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	4,947.55
4004 M&O Penalties & Interest	50.21
4006 Delinquent M&O	130.44
4008 I&S Debt Service	3,283.90
4010 I&S Penalties & Interest	6.12
4012 Delinquent I&S	135.59
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Total Ad Valorem Tax Revenue	8,553.81
Building Department Revenue	
4102 Building Permits	23,359.80
4106 Contractor Registration	525.00
4108 Preliminary/Final Plat	1,362.25
4112 Health Inspections	5,060.00
4124 Sign Permits	15.00
4132 Alarm Permit Fees	250.00
	<hr/>
Total Building Department Revenue	30,572.05
Franchise Fee Revenue	
4208 CoServ	1,497.95
4212 Republic Services	3,657.67
	<hr/>
Total Franchise Fee Revenue	5,155.62
Interest Revenue	
4302 Animal Shelter Interest	17.51
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.06
4314 Logic Investment Interest	6,340.24
4320 Logic Street/Road Improv.	283.03
4322 Logic Turbeville Road	370.86
4326 PD State Training Interest	0.22
4328 Logic Harbor/Sycamore Bend	5.75
	<hr/>
Total Interest Revenue	7,017.75
Miscellaneous Revenue	
4502 Animal Adoption & Impound	1,435.00
4506 Animal Shelter Donations	314.00
4508 Annual Park Passes	326.20
4510 Arrowhead Park Fees	2,767.00
4530 Other Receivables	514.85
4536 Point Vista Park Fees	790.00
4550 Sycamore Bend Fees	2,083.00
	<hr/>
Total Miscellaneous Revenue	8,230.05
Municipal Court Revenue	
4602 Building Security Fee	874.45
4604 Citations	35,251.46
4606 Court Technology Fee	1,165.94

Town of Hickory Creek
Profit & Loss
October 2019

	<u>Oct 19</u>
4612 State Court Costs	22,223.81
4614 Child Safety Fee	75.00
Total Municipal Court Revenue	<u>59,590.66</u>
Sales Tax Revenue	
4702 Sales Tax General Fund	95,633.49
4706 Sales Tax 4B Corporation	31,877.83
4708 Sales Tax Mixed Beverage	592.20
Total Sales Tax Revenue	<u>128,103.52</u>
Total Income	<u>247,223.46</u>
Gross Profit	247,223.46
Expense	
Capital Outlay	
5010 Street Maintenance	1,487.62
5012 Streets & Road Improvement	92,041.78
5022 Parks and Rec Improvements	11,107.50
Total Capital Outlay	<u>104,636.90</u>
General Government	
5206 Computer Hardware/Software	5,565.30
5208 Copier Rental	276.21
5216 Volunteer/Staff Events	1,578.73
5222 Office Supplies & Equip.	63.48
5224 Postage	570.89
5226 Community Cause	22.72
5228 Town Council/Board Expense	1,527.00
5232 Travel Expense	680.06
Total General Government	<u>10,284.39</u>
Municipal Court	
5312 Court Technology	754.00
5318 Merchant Fees/Credit Cards	-741.00
5322 Office Supplies/Equipment	-14.58
5324 State Court Costs	78,030.14
5332 Warrants Collected	-2,108.92
Total Municipal Court	<u>75,919.64</u>
Parks and Recreation	
5402 Events	44.87
5408 Tanglewood Park	43.96
5414 Tree City USA	1,019.80
Total Parks and Recreation	<u>1,108.63</u>
Parks Corps of Engineer	
5432 Arrowhead	1,324.09
5434 Harbor Grove	26.96
5436 Point Vista	1,186.25

Town of Hickory Creek
Profit & Loss
October 2019

	<u>Oct 19</u>
5438 Sycamore Bend	1,295.43
Total Parks Corps of Engineer	3,832.73
Personnel	
5502 Administration Wages	34,063.72
5504 Municipal Court Wages	12,495.02
5506 Police Wages	79,506.09
5507 Police Overtime Wages	1,337.30
5508 Public Works Wages	21,537.41
5509 Public Works Overtime Wage	126.57
5510 Health Insurance	17,531.11
5514 Payroll Expense	2,223.66
5518 Retirement (TMRS)	17,890.64
5522 Workman's Compensation	0.00
Total Personnel	186,711.52
Police Department	
5602 Auto Gas & Oil	2,189.97
5606 Auto Maintenance & Repair	1,915.39
5610 Books & Subscriptions	330.00
5612 Computer Hardware/Software	43,671.36
5616 Drug Forfeiture	159.40
5626 Office Supplies/Equipment	298.34
5630 Personnel Equipment	421.14
5634 Travel Expense	1,114.93
5636 Uniforms	292.42
5640 Training & Education	1,145.00
5646 Community Outreach	481.71
Total Police Department	52,019.66
Public Works Department	
5706 Animal Control Supplies	29.20
5710 Auto Gas & Oil	1,577.44
5714 Auto Maintenance/Repair	910.01
5716 Beautification	163.60
5718 Computer Hardware/Software	250.00
5722 Equipment	39,465.00
5734 Radios	375.25
5740 Travel Expense	536.62
5742 Uniforms	340.29
5748 Landscaping Services	190.00
Total Public Works Department	43,837.41
Services	
5814 Engineering	2,027.37
5816 General Insurance	0.00
5820 Fire Service	153,408.25
5824 Library Services	75.00
5826 Municipal Judge	960.00
5828 Printing	30.48
5832 Computer Technical Support	36,700.00

Town of Hickory Creek
Profit & Loss
October 2019

	<u>Oct 19</u>
5838 DCCAC	-4,389.07
Total Services	188,812.03
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	3,858.93
5904 Electric	2,576.56
5906 Gas	62.16
5908 Street Lighting	2,928.80
5910 Telephone	2,238.96
5912 Water	929.52
Total Utilities & Maintenance	12,594.93
Total Expense	679,757.84
Net Ordinary Income	-432,534.38
Net Income	<u><u>-432,534.38</u></u>

Town of Hickory Creek
Budget vs. Actual Year to Date 8.33%
 October 2019

	Oct 19	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	4,947.55	1,217,088.00	0.4%
4004 M&O Penalties & Interest	50.21	5,000.00	1.0%
4006 Delinquent M&O	130.44	3,500.00	3.7%
4008 I&S Debt Service	3,283.90	807,829.00	0.4%
4010 I&S Penalties & Interest	6.12	3,000.00	0.2%
4012 Delinquent I&S	135.59	2,500.00	5.4%
Total Ad Valorem Tax Revenue	8,553.81	2,038,917.00	0.4%
Building Department Revenue			
4102 Building Permits	23,359.80	275,000.00	8.5%
4104 Certificate of Occupancy	0.00	2,000.00	0.0%
4106 Contractor Registration	525.00	5,000.00	10.5%
4108 Preliminary/Final Plat	1,362.25	0.00	100.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	5,060.00	10,000.00	50.6%
4122 Septic Permits	0.00	0.00	0.0%
4124 Sign Permits	15.00	3,000.00	0.5%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	500.00	0.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	250.00	800.00	31.3%
Total Building Department Revenue	30,572.05	296,575.00	10.3%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	42,000.00	0.0%
4204 Charter Communications	0.00	42,500.00	0.0%
4206 CenturyLink	0.00	2,000.00	0.0%
4208 CoServ	1,497.95	4,200.00	35.7%
4210 Oncor Electric	0.00	148,000.00	0.0%
4212 Republic Services	3,657.67	44,000.00	8.3%
Total Franchise Fee Revenue	5,155.62	282,700.00	1.8%
Interest Revenue			
4302 Animal Shelter Interest	17.51	0.00	100.0%
4308 Drug Forfeiture Interest	0.08	0.00	100.0%
4310 Drug Seizure Interest	0.06	0.00	100.0%
4314 Logic Investment Interest	6,340.24	35,000.00	18.1%
4320 Logic Street/Road Improv.	283.03	5,000.00	5.7%
4322 Logic Turbeville Road	370.86	0.00	100.0%
4326 PD State Training Interest	0.22	0.00	100.0%
4328 Logic Harbor/Sycamore Bend	5.75	0.00	100.0%
Total Interest Revenue	7,017.75	40,000.00	17.5%
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	1,435.00	9,500.00	15.1%
4506 Animal Shelter Donations	314.00	1,000.00	31.4%
4508 Annual Park Passes	326.20	20,000.00	1.6%
4510 Arrowhead Park Fees	2,767.00	18,000.00	15.4%
4512 Beer & Wine Permit	0.00	150.00	0.0%
4516 Corp Parks Fund Reserve	0.00	184,000.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 8.33%
 October 2019

	Oct 19	Budget	% of Budget
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	487,548.00	0.0%
4526 Mineral Rights	0.00	0.00	0.0%
4528 NSF Fees	0.00	25.00	0.0%
4530 Other Receivables	514.85	12,100.00	4.3%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	790.00	5,000.00	15.8%
4546 Street Bond Proceeds	0.00	0.00	0.0%
4550 Sycamore Bend Fees	2,083.00	15,000.00	13.9%
4554 Building Security Fund Res	0.00	30,000.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
Total Miscellaneous Revenue	8,230.05	828,101.00	1.0%
Municipal Court Revenue			
4602 Building Security Fee	874.45	10,800.00	8.1%
4604 Citations	35,251.46	675,000.00	5.2%
4606 Court Technology Fee	1,165.94	14,150.00	8.2%
4612 State Court Costs	22,223.81	242,150.00	9.2%
4614 Child Safety Fee	75.00	1,000.00	7.5%
Total Municipal Court Revenue	59,590.66	943,100.00	6.3%
Sales Tax Revenue			
4702 Sales Tax General Fund	95,633.49	1,237,500.00	7.7%
4706 Sales Tax 4B Corporation	31,877.83	412,500.00	7.7%
4708 Sales Tax Mixed Beverage	592.20	500.00	118.4%
Total Sales Tax Revenue	128,103.52	1,650,500.00	7.8%
Total Income	247,223.46	6,113,893.00	4.0%
Gross Profit	247,223.46	6,113,893.00	4.0%
Expense			
Capital Outlay			
5010 Street Maintenance	1,487.62	50,000.00	3.0%
5012 Streets & Road Improvement	92,041.78	220,000.00	41.8%
5022 Parks and Rec Improvements	11,107.50	125,000.00	8.9%
5024 Public Safety Improvements	0.00	200,000.00	0.0%
5026 Fleet Purchase/Replacement	0.00	5,000.00	0.0%
5028 Turbeville/Point Vista	0.00	0.00	0.0%
Total Capital Outlay	104,636.90	600,000.00	17.4%
Debt Service			
5106 2012 Refunding Bond Series	0.00	267,408.00	0.0%
5110 2015 Refunding Bond Series	0.00	310,400.00	0.0%
5112 2015 C.O. Series	0.00	275,800.00	0.0%
Total Debt Service	0.00	853,608.00	0.0%
General Government			
5202 Bank Service Charges	0.00	50.00	0.0%
5204 Books & Subscriptions	0.00	400.00	0.0%
5206 Computer Hardware/Software	5,565.30	15,000.00	37.1%
5208 Copier Rental	276.21	3,500.00	7.9%
5210 Dues & Memberships	0.00	2,500.00	0.0%
5212 EDC Tax Payment	0.00	412,500.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 8.33%
 October 2019

	Oct 19	Budget	% of Budget
5214 Election Expenses	0.00	10,000.00	0.0%
5216 Volunteer/Staff Events	1,578.73	8,000.00	19.7%
5218 General Communications	0.00	22,000.00	0.0%
5222 Office Supplies & Equip.	63.48	2,500.00	2.5%
5224 Postage	570.89	4,000.00	14.3%
5226 Community Cause	22.72	6,200.00	0.4%
5228 Town Council/Board Expense	1,527.00	5,500.00	27.8%
5230 Training & Education	0.00	2,500.00	0.0%
5232 Travel Expense	680.06	2,000.00	34.0%
5234 Staff Uniforms	0.00	1,000.00	0.0%
Total General Government	10,284.39	497,650.00	2.1%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	0.00	40,800.00	0.0%
5312 Court Technology	754.00	14,150.00	5.3%
5314 Dues & Memberships	0.00	200.00	0.0%
5318 Merchant Fees/Credit Cards	-741.00	0.00	100.0%
5322 Office Supplies/Equipment	-14.58	1,800.00	-0.8%
5324 State Court Costs	78,030.14	242,150.00	32.2%
5326 Training & Education	0.00	500.00	0.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-2,108.92	0.00	100.0%
Total Municipal Court	75,919.64	300,175.00	25.3%
Parks and Recreation			
5402 Events	44.87	5,000.00	0.9%
5408 Tanglewood Park	43.96	2,500.00	1.8%
5412 KHCB	0.00	1,000.00	0.0%
5414 Tree City USA	1,019.80	1,500.00	68.0%
5416 Town Hall Park	0.00	500.00	0.0%
Total Parks and Recreation	1,108.63	10,500.00	10.6%
Parks Corps of Engineer			
5432 Arrowhead	1,324.09	60,000.00	2.2%
5434 Harbor Grove	26.96	69,000.00	0.0%
5436 Point Vista	1,186.25	11,000.00	10.8%
5438 Sycamore Bend	1,295.43	102,000.00	1.3%
Total Parks Corps of Engineer	3,832.73	242,000.00	1.6%
Personnel			
5502 Administration Wages	34,063.72	299,100.00	11.4%
5504 Municipal Court Wages	12,495.02	116,800.00	10.7%
5506 Police Wages	79,506.09	759,650.00	10.5%
5507 Police Overtime Wages	1,337.30	8,000.00	16.7%
5508 Public Works Wages	21,537.41	195,950.00	11.0%
5509 Public Works Overtime Wage	126.57	1,600.00	7.9%
5510 Health Insurance	17,531.11	206,700.00	8.5%
5512 Longevity	0.00	10,681.00	0.0%
5514 Payroll Expense	2,223.66	18,000.00	12.4%
5516 Employment Exams	0.00	2,500.00	0.0%
5518 Retirement (TMRS)	17,890.64	168,000.00	10.6%
5520 Unemployment (TWC)	0.00	2,000.00	0.0%
5522 Workman's Compensation	0.00	26,650.00	0.0%
Total Personnel	186,711.52	1,815,631.00	10.3%
Police Department			

Town of Hickory Creek
Budget vs. Actual Year to Date 8.33%
 October 2019

	Oct 19	Budget	% of Budget
5602 Auto Gas & Oil	2,189.97	28,500.00	7.7%
5606 Auto Maintenance & Repair	1,915.39	15,000.00	12.8%
5610 Books & Subscriptions	330.00	500.00	66.0%
5612 Computer Hardware/Software	43,671.36	67,600.00	64.6%
5614 Crime Lab Analysis	0.00	2,000.00	0.0%
5616 Drug Forfeiture	159.40	0.00	100.0%
5618 Dues & Memberships	0.00	400.00	0.0%
5626 Office Supplies/Equipment	298.34	1,500.00	19.9%
5630 Personnel Equipment	421.14	41,500.00	1.0%
5634 Travel Expense	1,114.93	2,500.00	44.6%
5636 Uniforms	292.42	12,000.00	2.4%
5640 Training & Education	1,145.00	15,000.00	7.6%
5644 Citizens on Patrol	0.00	1,000.00	0.0%
5646 Community Outreach	481.71	750.00	64.2%
5648 K9 Unit	0.00	3,500.00	0.0%
Total Police Department	52,019.66	191,750.00	27.1%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	0.00	600.00	0.0%
5706 Animal Control Supplies	29.20	1,500.00	1.9%
5708 Animal Control Vet Fees	0.00	7,500.00	0.0%
5710 Auto Gas & Oil	1,577.44	12,500.00	12.6%
5714 Auto Maintenance/Repair	910.01	10,000.00	9.1%
5716 Beautification	163.60	95,000.00	0.2%
5718 Computer Hardware/Software	250.00	750.00	33.3%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	39,465.00	45,000.00	87.7%
5724 Equipment Maintenance	0.00	8,000.00	0.0%
5726 Equipment Rental	0.00	500.00	0.0%
5728 Equipment Supplies	0.00	6,500.00	0.0%
5732 Office Supplies/Equipment	0.00	800.00	0.0%
5734 Radios	375.25	3,200.00	11.7%
5738 Training	0.00	800.00	0.0%
5740 Travel Expense	536.62	1,000.00	53.7%
5742 Uniforms	340.29	2,600.00	13.1%
5748 Landscaping Services	190.00	150,000.00	0.1%
Total Public Works Department	43,837.41	347,600.00	12.6%
Services			
5802 Appraisal District	0.00	11,500.00	0.0%
5804 Attorney Fees	0.00	72,000.00	0.0%
5806 Audit	0.00	13,500.00	0.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	1,200.00	0.0%
5814 Engineering	2,027.37	135,000.00	1.5%
5816 General Insurance	0.00	35,400.00	0.0%
5818 Inspections	0.00	42,000.00	0.0%
5820 Fire Service	153,408.25	615,000.00	24.9%
5822 Legal Notices/Advertising	0.00	2,500.00	0.0%
5824 Library Services	75.00	1,000.00	7.5%
5826 Municipal Judge	960.00	12,700.00	7.6%
5828 Printing	30.48	1,800.00	1.7%
5830 Tax Collection	0.00	3,500.00	0.0%
5832 Computer Technical Support	36,700.00	36,700.00	100.0%
5838 DCCAC	-4,389.07	2,792.00	-157.2%
5840 Denton County Dispatch	0.00	29,387.00	0.0%
5844 Helping Hands	0.00	300.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 8.33%
 October 2019

	Oct 19	Budget	% of Budget
5846 Span Transit Services	0.00	0.00	0.0%
5848 DCFOF	0.00	200.00	0.0%
Total Services	188,812.03	1,018,479.00	18.5%
Special Events			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	0.00	6,000.00	0.0%
Total Special Events	0.00	13,000.00	0.0%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	3,858.93	130,000.00	3.0%
5904 Electric	2,576.56	25,000.00	10.3%
5906 Gas	62.16	2,000.00	3.1%
5908 Street Lighting	2,928.80	30,000.00	9.8%
5910 Telephone	2,238.96	24,000.00	9.3%
5912 Water	929.52	12,500.00	7.4%
Total Utilities & Maintenance	12,594.93	223,500.00	5.6%
Total Expense	679,757.84	6,113,893.00	11.1%
Net Ordinary Income	-432,534.38	0.00	100.0%
Net Income	-432,534.38	0.00	100.0%

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

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5010 Street Maintenance				
Bill	10/23/2019	Inv# ...	Waste Management of DFW RDF	1,088.12
Total 5010 Street Maintenance				1,088.12
5012 Streets & Road Improvement				
Bill	10/23/2019	Invoi...	Halff Associates, Inc.	5,933.78
Check	10/31/2019	3909	GRod Construction, LLC.	86,108.00
Total 5012 Streets & Road Improvement				92,041.78
5022 Parks and Rec Improvements				
Bill	10/29/2019	Invoi...	Dunaway	11,107.50
Total 5022 Parks and Rec Improvements				11,107.50
Total Capital Outlay				104,237.40
General Government				
5206 Computer Hardware/Software				
Bill	10/01/2019	Invoi...	Fund Accounting Solution Technologies	5,230.50
Total 5206 Computer Hardware/Software				5,230.50
5216 Volunteer/Staff Events				
Check	10/21/2019	Debit	ANYPROMO INC DBA DESACH Debit	1,578.73
Total 5216 Volunteer/Staff Events				1,578.73
Total General Government				6,809.23
Municipal Court				
5324 State Court Costs				
Check	10/24/2019	Debit	State Comptroller	77,728.34
Total 5324 State Court Costs				77,728.34
Total Municipal Court				77,728.34
Parks and Recreation				
5414 Tree City USA				
Check	10/24/2019	Debit	CHECKCARD 1023 HARTWELL`S NURSE	1,019.80
Total 5414 Tree City USA				1,019.80
Total Parks and Recreation				1,019.80
Parks Corps of Engineer				
5432 Arrowhead				
Check	10/02/2019	1065	MiTech Services	1,096.67
Total 5432 Arrowhead				1,096.67
5436 Point Vista				
Check	10/02/2019	1065	MiTech Services	1,096.66

9:42 AM
 11/19/19
 Accrual Basis

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

Type	Date	Num	Name	Amount
	Total 5436 Point Vista			1,096.66
	5438 Sycamore Bend			
Check	10/02/2019	1065	MiTech Services	1,096.67
	Total 5438 Sycamore Bend			1,096.67
	Total Parks Corps of Engineer			3,290.00
	Police Department			
	5602 Auto Gas & Oil			
Check	10/29/2019	Debit	WEX INC DESFLEET DEBI	2,189.97
	Total 5602 Auto Gas & Oil			2,189.97
	5612 Computer Hardware/Software			
Bill	10/01/2019	Invoi...	Leads Online	1,758.00
Bill	10/29/2019	Invoi...	MCCI	2,106.00
Bill	10/01/2019	Invoi...	Lexipool, LLC	6,418.00
Bill	10/01/2019	Invoi...	Denton County Auditor	13,982.65
Check	10/01/2019	3887	KS StateBank	17,740.00
	Total 5612 Computer Hardware/Software			42,004.65
	Total Police Department			44,194.62
	Public Works Department			
	5722 Equipment			
Check	10/02/2019	3892	Vermeer Texas-Louisiana	39,465.00
	Total 5722 Equipment			39,465.00
	Total Public Works Department			39,465.00
	Services			
	5814 Engineering			
Bill	10/23/2019	Invoi...	Halff Associates, Inc.	1,831.23
	Total 5814 Engineering			1,831.23
	5820 Fire Service			
Check	10/07/2019	3897	City of Corinth	153,408.25
	Total 5820 Fire Service			153,408.25
	5832 Computer Technical Support			
Check	10/02/2019	3894	MiTech Services	36,700.00
	Total 5832 Computer Technical Support			36,700.00
	Total Services			191,939.48
	Utilities & Maintenance			
	5904 Electric			
Check	10/22/2019	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,576.56
	Total 5904 Electric			2,576.56
	5908 Street Lighting			

9:42 AM
11/19/19
Accrual Basis

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

Type	Date	Num	Name	Amount
Check	10/22/2019	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,875.22
	Total 5908 Street Lighting			2,875.22
	5910 Telephone			
Bill	10/30/2019	Acc...	CenturyLink	1,435.83
	Total 5910 Telephone			1,435.83
	Total Utilities & Maintenance			6,887.61
	Total Expense			475,571.48
	Net Ordinary Income			-475,571.48
Net Income				-475,571.48



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 10/01/2019 - 10/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.0578%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 10/31/19 WAS 1.000236.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,458.87
10/31/2019	MONTHLY POSTING	9999888	16.54	9,475.41
	ENDING BALANCE			9,475.41

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,458.87
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	16.54
ENDING BALANCE	9,475.41
AVERAGE BALANCE	9,458.87

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	191.14





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 10/01/2019 - 10/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.0578%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 10/31/19 WAS 1.000236.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,297.99
10/31/2019	MONTHLY POSTING	9999888	5.75	3,303.74
	ENDING BALANCE			3,303.74

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,297.99
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	5.75
ENDING BALANCE	3,303.74
AVERAGE BALANCE	3,297.99

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	66.56

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: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 10/01/2019 - 10/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.0578%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 10/31/19 WAS 1.000236.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,660,497.17
10/23/2019	ACH WITHDRAWAL	6110726	100,000.00 -	3,560,497.17
10/31/2019	ACH WITHDRAWAL	6111081	150,000.00 -	3,410,497.17
10/31/2019	MONTHLY POSTING	9999888	6,340.24	3,416,837.41
	ENDING BALANCE			3,416,837.41

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,660,497.17
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	250,000.00
TOTAL INTEREST	6,340.24
ENDING BALANCE	3,416,837.41
AVERAGE BALANCE	3,626,626.20

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,950,736.41	2,577,220.53	82,113.50

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: 10/01/2019 - 10/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.0578%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 10/31/19 WAS 1.000236.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			161,932.31
10/31/2019	MONTHLY POSTING	9999888	283.03	162,215.34
	ENDING BALANCE			162,215.34

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	161,932.31
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	283.03
ENDING BALANCE	162,215.34
AVERAGE BALANCE	161,932.31

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	400,000.00	8,601.07





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: 10/01/2019 - 10/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.0578%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 10/31/19 WAS 1.000236.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			212,187.74
10/31/2019	MONTHLY POSTING	9999888	370.86	212,558.60
	ENDING BALANCE			212,558.60

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	212,187.74
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	370.86
ENDING BALANCE	212,558.60
AVERAGE BALANCE	212,187.74

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	4,288.80

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



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Item Attachment Documents:

6. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1:07 Boards and Commissions.

**TOWN OF HICKORY CREEK, TEXAS
ORDINANCE 2019-11-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER 1: GENERAL PROVISIONS: ARTICLE 1.07 BOARDS AND COMMISSIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council desires to adopt uniform standards for the conduct of business before the Town's Boards and Commissions and comply with the letter and spirit of state laws protecting citizen access to open meetings; and

WHEREAS, the Texas Open Meetings Act also provides that the Town may adopt reasonable rules to maintain order at a public meeting; and

WHEREAS, the Town Council has determined that the rules are narrowly tailored so as to prevent undue interference with an open and professional environment at meetings; and

WHEREAS, the Town Council has determined that public convenience will be enhanced by adoption of these rules.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
FINDINGS**

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

SECTION 3
AMENDMENT

3.01 That the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 1 General Provisions: Article 1.07: Boards and Commissions: Section 1.07.003 Rules for Decorum is hereby created and shall read:

“a. Citizens and other visitors are welcome to attend all public meetings of the Town’s boards and commissions and will be admitted to the Town Council chamber or other room in which the board or commissions is meeting, up to the fire safety capacity of the room.

b. All meeting attendees shall conduct themselves with propriety and decorum. Conversations between or among audience members should be conducted outside the meeting room. Attendees will refrain from excessively loud private conversations while the board or commissions is in session.

c. Unauthorized remarks from the audience, stamping of the feet, applauding, whistles, yells, and similar demonstrations shall not be permitted.

d. Placards, banners, signs, pamphlets, flyers, or political materials of any type will not be permitted in the Town Council chamber or in any other room in which a board or commission is meeting. Exhibits, displays, and visual aids used in connection with presentations to the board or commission, however, are permitted.

e. Audience members may not place their feet on any chairs in the Town Council chamber or other room in which the board or commission is meeting.

f. Only Town Council, board, or commission members and city staff may step onto the dais.

g. All people wishing to address the board or commission shall first be recognized by the presiding officer and shall limit their remarks to the matter under discussion pursuant to the agenda for the meeting.

h. All remarks, and questions addressed to the board or commission shall be addressed to the board or commission as a whole and not to any individual members.

i. Any person addressing the board or commission in the Town Council chamber shall do so from the lectern unless physically unable to do so. People addressing the board or commission shall not be permitted to approach the dais. If they wish to hand out papers or other materials to the board or commission, they should express that desire to the presiding officer, and the city administrator shall direct a staff member to hand out the materials.

j. When the time has expired for a presentation to the board or commission, the presiding officer shall direct the person speaking to cease. A second request from the presiding officer to cease speaking shall be cause of the removal of the speaker if that person continues to speak.

k. Any person making personal, impertinent, profane, or slanderous remarks, and said remark is not authorized by law, or who becomes boisterous while addressing the board or commission or who otherwise violates any of the above-mentioned rules while attending a board or commission meeting shall be removed from the room at the direction of the presiding officer, and the person shall be barred from further audience before the board or commission during that session of the board or commission. If the presiding officer fails to act, any member of the board or commission may move to require the offending person's removal, and the affirmative vote of a majority of the board or commission shall require the presiding officer to act. The sergeant-at-arms, if so directed by the presiding officer or an affirmative vote of the majority of the board or commission, shall remove the offending person from the meeting.

m. Citizens wishing to publicly speak at a meeting must submit a speaker card at least five minutes prior to the beginning of the meeting. The card must clearly state the subject(s) or issue(s) on which the citizen wishes to speak.

n. Citizens speaking on agenda items shall restrict their comments to the subject matter identified on their submitted speaker card.

o. Citizens speaking on non-agenda items shall only speak on matters pertaining to town business, or issues which the board or commission would have the authority to act upon if brought forth as an agenda item.

p. Board and commission meetings are the workplace to carry out the business of the Town of Hickory Creek; therefore, any conduct that could constitute harassment in the workplace is prohibited.

q. A citizen addressing the council shall speak for no longer than three (3) minutes per agenda item."

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

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5
SAVINGS CLAUSE

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

SECTION 6
SEVERABILITY

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

SECTION 7
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

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

AND IT IS SO ORDAINED

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this 25th day November, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Item Attachment Documents:

7. Consider and act on a resolution 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 CenturyLink for fiber internet services.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-11-25-__**

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 CENTURYLINK; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and CenturyLink (hereinafter the "Agreement") for fiber internet services, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 25th day of November, 2019.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

Item Attachment Documents:

8. Consider and act on a resolution 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 Hickory Creek Crossing Limited Partnership for temporary access to certain property to make road alterations, repairs, maintenance, and modifications.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1125-__**

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 HICKORY CREEK CROSSING LIMITED PARTNERSHIP; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Hickory Creek Crossing Limited Partnership (hereinafter the "Agreement") for temporary access to certain property to make road alterations, repairs, maintenance, and modifications, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 25th day of November, 2019.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

TEMPORARY ROAD AGREEMENT

This Drainage Easement Repair Agreement, (“Agreement”), is made and entered into on this the ____ day of _____, 2019 by and between the Town of Hickory Creek, Texas (“Town”), a Texas general law municipality, and __Hickory Creek Crossing Limited Partnership, a Texas Limited Partnership (“Landowner”), whose address is 3102 Maple Avenue #350 Dallas , Tx 75201 for the clearing of vegetation for a temporary road for safety, in the Town of Hickory Creek, Texas as more fully described herein.

WHEREAS, Landowner desires to allow Town, and Town’s agents, contractors, employees, and assigns access to the land depicted on Exhibit A attached hereto (the “Property”) to maintain, construct, repair, alter, and modify improvements therein located on the Property; and

WHEREAS, the Town of Hickory Creek and Landowner, for the mutual consideration hereinafter stated, desire to enter into an Agreement for Town to repair the temporary road on the Property for the duration of the term of this Agreement in consideration of Landowner’s grant of access to the Property.

NOW, THEREFORE, IT IS AGREED THAT:

ARTICLE 1. RIGHT OF ACCESS AND REPAIR

Landowner grants to City the right to access, maintain, construct, repair, alter, and modify the drainage easements on the Property. This right shall continue during the term of this Agreement.

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall commence upon the date indicated above and shall continue in full force and effect until the property is developed.

ARTICLE 3. MISCELLANEOUS PROVISIONS

By entering into this Agreement, the Town does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties or Landowner.

ARTICLE 4. FORCE MAJEURE

The performance of this Agreement shall be subject to events of Force Majeure. Events of Force Majeure shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto government action (unless caused by acts or omissions of the party), fires, explosions, rain or other weather delays, floods, strikes, slowdowns or work stoppages.

ARTICLE 5. ASSIGNABILITY/CONSENT

Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this Agreement may sell, assign, partially assign or transfer its interest in this Agreement, or any of its right, duties, or obligations hereunder, without the prior written consent of the other party. Whenever the consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay, or deny such consent or approval.

ARTICLE 6. NOTICE

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by U.S. Mail, return receipt requested, postage prepaid; to”

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

LANDOWNER:
 HickoryCreekCrossing Limited
 Partnership
 3102 Maple Avenue #350
 Dallas, Texas 75201
 Attn: General Counsel

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

ARTICLE 7. MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged

therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE 8. SAVINGS/SEVERABILITY

In the event that any one or more of the provisions hereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

ARTICLE 9. COVERING LAW AND VENUE

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and all obligations of the parties hereto, created by this Agreement are performable in Denton County, Texas. Venue of any suit of cause of action under this Agreement shall lie exclusively in Denton County, Texas.

ARTICLE 10. ENTIRE AGREEMENT

This Agreement and the exhibits attached thereto, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

ARTICLE 11. WAIVER OF TERMS AND CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 12. CAPTIONS

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

Item Attachment Documents:

9. Consider and act on a resolution 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 Municipal Code Corporation for website redesign, hosting and support services.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1125-____**

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 MUNICIPAL CODE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Municipal Code Corporation (hereinafter the "Agreement") for website redesign, hosting, and support services, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 25th day of November, 2019.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

Item Attachment Documents:

10. Consider and act on a resolution hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for USPS postage meter and postal services by and between the Town of Hickory Creek, Texas and Neopost.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1125- __**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT FOR USPS POSTAGE METER AND POSTAL SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND NEOPOST AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed renewal agreement by and between the Town of Hickory Creek, Texas and Neopost (hereinafter the “Agreement”), for USPS postage meter and postage services, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 25th day of November, 2019.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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



Neopost Proposal for TOWN OF HICKORY CREEK

Prepared for:

Kristi Rogers

kristi.rogers@hickorycreek-tx.gov

TOWN OF HICKORY CREEK

Prepared by:

Michele Tessier

m.tessier@neopost.com

203-301-3724 Ext.

Neopost USA



478 Wheelers Farms Road
Milford, CT 06461
203.301.3400

Overview

Dear Kristi Rogers,

You're so close to renewing your **Neopost IS280** postage meter! All that's left to do is...

1. Review the form below.
2. E-sign it to send it back to me today.

Once received, your account will be all set.

Thanks for taking the time to speak with me. We appreciate your business.

Sincerely,

Michele Tessier

m.tessier@neopost.com

203-301-3724 Ext.

*****Please Note: Any changes, addition, or modifications to the agreement must be accompanied by the signers initials.**

If the address or company name on the form needs to be adjusted, please contact me before you sign and I will send you an updated copy.***

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Neopost USA. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



Postage Meter Rental Renewal Agreement

Product: Neopost IS280

Offer Includes
Products:
Service Products: Depot Maintenance
Auto-Ink: <input type="checkbox"/> (NeoFunds and LAN required)
Billing Information
Billing CSN#: 60942231
Company Name: TOWN OF HICKORY CREEK
DBA:
Address: 1075 Ronald Reagan Ave HICKORY CREEK, TX 75065
Contact: Kristi Rogers
Phone: (940) 279-7060 Fax:
Email: kristi.rogers@hickorycreek-tx.gov
Office: 2270 - Dallas
Main Post Office / Mail Drop:
Post Office ZIP Code:
Agreement Information
Date Sent: 11/5/2019
Offer Valid Until:
Contract #: 876238
Renewing Meter S/N: 14815620

Payment Information and Schedule
Billing Frequency: Quarterly
Monthly Payment: \$20.22 (Plus applicable taxes)
Renewal Term: 36
Installation Address
Company Name: TOWN OF HICKORY CREEK
Address: 1075 Ronald Reagan Ave HICKORY CREEK, TX 75065
Contact: Kristi Rogers
Phone: (940) 279-7060 Fax:
Email: kristi.rogers@hickorycreek-tx.gov
Office#: 2270 - Dallas
Main Post Office / Mail Drop Off:
Post Office ZIP Code:
Postage Meter Funding
Postage Funding Option: NeoFunds/TotalFunds
Use my POC/TMS Account #: <input checked="" type="checkbox"/>
My POC/TMS Account#: 8056107

Existing customers who are upgrading or renewing an Agreement and currently fund the POC Postage account by ACH Debit will not be converted to NeoFunds unless initialed here:

Approval & Terms

This Renewal Agreement modifies your existing Postage Meter Rental Agreement ("Rental Agreement"), referenced by the Contract Number above, between Neopost USA Inc. and Customer. Except as otherwise provided herein, the terms of the existing Rental Agreement shall continue in full force and effect. In the event of a conflict between the existing Rental Agreement and this Renewal Agreement, the provisions of this Renewal Agreement shall control. This Renewal Agreement becomes effective upon the expiration of the current term of your Rental Agreement. Customer agrees that this Renewal Agreement is NON-CANCELABLE for the Number of Months set forth above ("Renewal Term"). After the expiration of the Renewal Term, this Agreement shall automatically renew on a month-to-month basis (each a "Renewal Period"). Customer may terminate this Renewal Agreement at the end of the Renewal Term or at the end of any Renewal Period by notifying Neopost USA Inc. in writing of its desire to terminate no later than thirty (30) days prior to the expiration of the Renewal Term or any future Renewal Period.

Name:
Title:
Date:

Authorized Signature:

Michele Tessier m.tessier@neopost.com PH: 203-301-3724 Ext. FAX: (203) 301-2805
Neopost USA Inc. 478 Wheelers Farms Road, Milford, CT 06461

Item Attachment Documents:

11. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, casting its votes for one or more candidates for appointment to the Denton Central Appraisal District Board of Directors and providing an effective date.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1125- __**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, CASTING ITS VOTES FOR ONE OR MORE CANDIDATES FOR APPOINTMENT TO THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with applicable provisions of the Texas Tax Code and the by-laws of the Denton Central Appraisal District (DCAD), the Town of Hickory Creek has a total of 5 votes to cast among one or more nominees to the DCAD Board of Directors; and

WHEREAS, the candidates nominated for terms commencing January 1, 2020 and ending December 31, 2021, are: Roy Atwood, Sharon Gentry, Katy Grote, Carla Hardeman, David Johnson, Danny Mayer, Joel McGregor, Laura McGregor, Ashleigh Miller, Brian Montini, George Pryor, Michael Savoie, Kelly Sayre, Charles Stafford, Mike Stallings, David Terre, Tom Washington, Bryan Webb, and Rick Woolfolk; and

WHEREAS, the Town Council of the Town of Hickory Creek wished to cast the Town’s votes.

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

Section 1: The Council desires to cast its 5 votes for appointment to the Board od Directors of the Denton Central Appraisal District as follows:

Candidate	Number of Votes
Roy Atwood	
Sharon Gentry	
Katy Grote	
Carla Hardeman	
David Johnson	
Danny Mayer	
Joel McGregor	
Laura McGregor	
Ashleigh Miller	
Brian Montini	
George Pryor	
Michael Savoie	
Kelly Sayre	
Charles Stafford	
Mike Stallings	
David Terre	
Tom Washington	
Bryan Webb	
Rick Woolfolk	

Section 2: The Town Secretary is directed to send a copy of this Resolution to the Chief Appraiser of the Denton Central Appraisal District.

Section 3: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 25th day of November, 2019.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

Item Attachment Documents:

12. Interviews for various boards and commissions.



AGENDA INFORMATION SHEET

MEETING DATE: November 25, 2019

AGENDA ITEM: Interviews for various boards and commissions.

SUMMARY: **Economic Development Corporation**

The following directors would like to be considered for reappointment:

Nancy Koket, Place 1

Tracee Elrod, Place 3

Sugene May, Place 5

Bruce Enriquez, Place 7

Parks and Recreation Board

Nick Wohr would like to be considered for appointment.

Item Attachment Documents:

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



AGENDA INFORMATION SHEET

MEETING DATE: November 25, 2019

AGENDA ITEM: Consider and act on appointments to various boards and commissions.

SUMMARY: Economic Development Corporation, Place 1, 3, 5 and 7, appointment for a two year-term expiring December 2021. Those currently serving would like to be considered for reappointment.

Parks and Recreation, Place 1 and Place 7, appointment for the remaining term, expiring June 2021.

Item Attachment Documents:

14. Conduct a public hearing to hear public opinion on a request from Leon Capital Group on behalf of the Holker Irrevocable 2007 Trust to change the zoning designation of SF-3 Single Family to PD - Planned Development on a 30.4661-acre tract of land legally described as A0819A J. Maloney, Tract 2, and consider and act on an ordinance adopting the same. The property is located in the 1200 block Sycamore Bend Road, south of Maynard Road.

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2019-11-_____

AN ORDINANCE OF THE TOWN COUNCIL OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY DESIGNATING CERTAIN TRACTS OF LAND DESCRIBED AS APPROXIMATELY 32.43 GROSS ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; AS PD (PLANNED DEVELOPMENT); PROVIDING THAT SUCH TRACTS OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE PLANNED DEVELOPMENT ZONING DISTRICT DESIGNATION FOR THE SUBJECT PROPERTY; PROVIDING A PRELIMINARY SITE PLAN; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the owner/representative of 32.43 gross acres of land described on Exhibit "A" attached hereto and incorporated herein (the "Property"), has applied for a zoning change from its current zoning of SF-3 (Single Family 3) Residential District to PD (Planned Development) District; and

WHEREAS, such application further requested an amendment to the official Zoning District Map of the Town in accordance with the zoning ordinance of the Town; and

WHEREAS, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of the Town, and after considering the information submitted at that public hearing and all other relevant information and materials, the Planning and Zoning Commission of the Town has forwarded to the Town Council its favorable recommendation regarding the adoption of the amendment to the Comprehensive Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of this Town, and after considering the information submitted at that public hearing and all other relevant information and materials, including the character of the Property and its suitability for particular uses and development, with a view of encouraging the most appropriate use of the Property, the Town Council made a finding that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the Town Council has determined that there is a necessity and need for the change in zoning and that the proposed change is consistent with the Comprehensive Land Use Plan of the Town.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety, and welfare.

SECTION 3
REZONING

The zoning ordinance of the Town of Hickory Creek, Texas, the same being the Town's Comprehensive Zoning Ordinance, as it exists on the date of the adoption of this Ordinance (the "Comprehensive Zoning Ordinance") is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, definitions, phrases, and words are not amended but are hereby ratified and affirmed:

- A. The zoning of the Property hereby designates PD (Planned Development) District for use in accordance with the requirements of this Ordinance and all other applicable ordinances, rules, and regulations of the Town. Requirements of this Ordinance are more specifically described and set forth in Exhibits "B" and "C", which are attached hereto and incorporated herein for all purposes and shall apply to the "PD" Planned Development unless otherwise specified in such Exhibits.
- B. The development standards for this Planned Development are attached hereto as Exhibit "B" and are incorporated herein as if copied in their entirety. Such development standards shall be adhered to in carrying out the development of the Property in

accordance with this Ordinance and shall individually and collectively constitute conditions precedent to the granting of any Certificate of Occupancy and building permit for all structures within this Planned Development.

- C. A conceptual site plan for the Property is attached hereto as Exhibit "C" and incorporated herein as if copied in its entirety.

SECTION 4 **APPLICABLE REGULATIONS**

Except as otherwise provided in this Ordinance, the Property shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town, including, but not limited to, the Town's subdivision ordinance, building codes, requirements concerning preliminary and comprehensive site plans, landscape plans, and tree preservation. It shall be unlawful for any person, firm, or corporation to make sure of said premises in some manner other than as outlined by this Ordinance.

SECTION 5 **ZONING MAP**

The Town Secretary is hereby directed to mark and indicate on the official Zoning District Map of the Town the zoning change herein made.

SECTION 6 **CUMULATIVE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance.

SECTION 7 **SAVINGS**

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

SECTION 8 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 9
PENALTY

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

SECTION 10
PUBLICATION

The Town Secretary of the Town of Hickory Creek is hereby directed to publish the Caption, Penalty, and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

SECTION 11
ENGROSSMENT AND ENROLLMENT

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

SECTION 12
EFFECTIVE DATE

This ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek,
Texas, this 25th day of November, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A
Legal Description

BEING all that certain 32.43 acres of land, out of the 46.445 acre tract, described in the deeds to Sabrina Holkar-Ellis Irrevocable 2007 Trust (50% Interest) and Yeshwant R. Holkar Irrevocable 2007 Trust (50% Interest) recorded in Document Numbers 2007-127619 and 2007-127629, respectively, in the Deed Records of Denton County, Texas (D.R.D.C.T.), in the John Malony Survey, A-819, Town of Hickory Creek, Denton County, Texas and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone)

BEGINNING at a Corps of Engineers (COE) Monument stamped "F-522-17" found for the northwest corner of Tract No. F-522, described in the deed to United States of America, recorded in Volume 383, Page 375 D.R.D.C.T., common to the northeast corner of said 46.445 acre tract, and common to a point for corner of Lot 1X-R, Block A, Steeplechase South Addition, recorded in Document Number 2018-265 in the Plat Records of Denton County, Texas (P.R.D.C.T.);

THENCE South 00° 04' 15" East – 1860.98.' along the east line of said 46.445 acre tract, to the southeast corner of the herein described tract, common to the northeast corner of the 14 acre tract described in the deed to Hidden Hills, Inc., recorded in Volume 614, Page 661 D.R.D.C.T., in the centerline of Sycamore Bend Road (Variable width right-of-way, no deed of record found);

HENCE North 89° 03' 02" West, along the north line of said 14 acre tract, passing at a distance of 18.73' a found 3/8" iron rod, and continuing along the north line of said 14 acre tract for a total distance of 755.22' to the southwest corner of the herein described tract, common to the northwest corner of said 14 acre tract, in the east line of the property described in the deed to Hidden Hills, Inc., recorded in Volume 2091, Page 951 D.R.D.C.T., from which a COE Monument stamped "F-522-A-6" found for the southeast corner of said Hidden Hills Tract (Volume 2091, Page 951), common to the most easterly northeast corner of Tract No. F-520-A, described in the deed to United States of America, recorded in Volume 376, Page 452 D.R.D.C.T., bears South 00° 26' 20" East – 915.69';

THENCE North 00° 26' 20" West – 1851.60' along the common line of said 46.455 acre tract, and of said Hidden Hills Tract (Volume 2091, Page 951), to a P.K. Nail in asphalt set for the northwest corner of the here described tract;

THENCE South 89° 46' 12" West, passing at a distance of 565.22' a 1/2" iron rod with a cap stamped "Halff & Assoc." found for a point for corner of said Lot 1X-R, Block A, Steeplechase South Addition, continuing for a total distance of - 767.00' to the POINT OF BEGINNING and containing 32.43 acres of land.

Exhibit B
Planned Development Standards

1. Area Regulations shall be modified to allow for the following:
 - a. Front Yard Setback – There shall be a front yard setback with a depth of not less than twenty-five (25) feet. However, the depth may be reduced by five (5) feet, at the discretion of the developer, for lots located on cul-de-sacs and knuckles. Greater depths shall be permitted at the discretion of developer or homebuilder.
 - b. Side Yard Setback – The minimum distance from any side building line to a property line at any point shall not be less than five (5) feet, except on a corner lot where such distance shall not be less than fifteen (15) feet.
 - c. Rear Yard Setback– There shall be a rear yard setback having a depth of not less than twenty (20) feet. However, the depth may be reduced by five (5) feet, at the discretion of the developer, for lots located on cul-de-sacs and knuckles. Greater depths shall be permitted at the discretion of developer or homebuilder.
 - d. Width of Lot – The minimum lot width shall be fifty-five (55) feet in width exclusive of cul- de-sacs and knuckles but in no event shall the minimum width of lot shall be less than fifty- five (55) feet at the building line. All measures for Width of Lot for the Property shall be made at the building line.
 - e. Depth of Lot – The minimum lot depth shall not be less than one hundred thirty (130) feet at the average distance between the front and rear lot lines.
 - f. Area of Lot – Every lot shall have an area of not less than 7,150 square feet. The minimum floor area of the main building shall not be in the aggregate less than eighteen hundred (1,800) square feet exclusive of porches, garages and accessory buildings. However, no more than thirty percent (30%) of lots in the Property shall contain homes where the floor area of the main building is less than two thousand (2,000) square feet exclusive of porches, garages and accessory buildings.
 - g. Lot Coverage – Maximum Lot Coverage will be equal to 60% of the total lot area.
 - h. Other Area Regulations shall be as found in the Ordinance.
2. Exhibit C (Conceptual Land Plan) is attached to depict the general location and size of lots. Until final platting of the Property, flexibility to change the layout of Exhibit C shall be allowed assuming the other terms herein are met.
3. Fencing

- a. All fences backing up to or adjacent to Sycamore Bend Road shall be constructed of a minimum six (6) foot tall screening fence constructed of stained wood with stone columns or tubular steel.
 - b. All fences adjacent to community common areas shall be a minimum of four (4) feet and constructed of tubular steel.
 - c. All fences backing up to or adjacent to the western boundary line shall be constructed of a minimum six (6) foot tall wooden fence.
 - d. The developer of the Property shall require through deed restrictions that any wooden fencing constructed by the developer or a homebuilder on the Property shall be constructed with metal posts.
 - e. All fencing adjacent to right-of-way and backing to the western boundary of the community shall be have its “good side” facing those areas.
4. Sidewalk Requirements – A sidewalk will be required along all public Right-of-Way throughout the development on a minimum of one side of the road. Sidewalks along Right-of-Way adjacent to common areas will be installed by developer. Proposed sidewalks along residential lots are to be constructed by the home builder at the time of home construction on each residential lot. All residential lots will have sidewalks.
 5. In order to encourage variety on a continuous block, the exterior facades for houses will vary within every 3 houses on either side of the street.
 6. Minimum masonry percentage will be 80%.
 7. All garages will have a decorative wood, metal or faux wood design. Design between garage and home shall use same complementary colors and materials.
 8. The developer of the Property shall plat and construct community park(s) within the Property covering a minimum of two (2) acre. Such community park(s) shall be sodded, landscaped, and irrigated. Any additional amenities shall be installed at developer’s discretion.
 9. The landscape design at the northern entrance to the subdivision will utilize enhanced brick, stone, tubular steel or a combination of the aforementioned and other architectural features (i.e., monument signage, “tower” monumentation, wrought iron, etc.).
 10. The developer of the Property shall create a homeowners’ association to maintain all common areas.
 11. The developer of the Property shall require through deed restrictions that a homebuilder

plant two trees in the front and/or side yards of each home. In addition, such homebuilder shall be required to plant one tree in the back yard of each home. Such trees shall be a minimum of three (3) inches as measured at diameter breast height (“DBH”). A homebuilder shall be able to receive an offset for such tree planting requirements on a tree for tree basis for each existing tree on the Property that is able to be retained as part of the development. Such retained tree must be healthy and a minimum of six (6) inches at DBH. By placing these requirements in a deed restriction for the Property, developer and homebuilder(s) shall be deemed to satisfy the Tree Preservation ordinance, and any guidelines, mitigation, fees, or requirements thereof as outlined in Article 10.02 of the Code of Ordinances of the Town of Hickory Creek.

12. All setbacks from active gas well heads and any associated equipment or tanks to any residence constructed within the Property shall be governed solely by the regulations of the Texas Railroad Commission where applicable.
13. The Property shall comply with all other Subdivision Requirements as outlined in the Code of Ordinances of the Town of Hickory Creek.

Exhibit C Conceptual Site Plan



SYCAMORE COVE | LOT PLAN
 PN0519071 | 11.06.2019 | LEON CAPITAL GROUP

32.43 ACRE TRACT:
 101 LOTS (55' X 130' LOTS)



Item Attachment Documents:

15. Consider and act on a replat of lots 1R and 2R, Block A Steeplechase South Addition, an 8.05 acre tract being all of Lot 1, Block A of Steeplechase South Addition situated in the M.E.P. & P.R.R. Company Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas.

Item Attachment Documents:

16. Conduct a public hearing to hear public opinion on a request from CTMGT Turbeville LLC. to modify the zoning designation of PD – Planned Development on a 6.72 acre portion of an 8.0454 acre tract of land legally described as Steeplechase South Addition, Block A, Lot 1, and consider and act on an ordinance adopting the same. The property is located in the 1900 Block of Turbeville Road.

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2019-11-_____

AN ORDINANCE OF THE TOWN COUNCIL OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY DESIGNATING CERTAIN TRACT OF LAND DESCRIBED AS AN APPROXIMATELY 6.72 GROSS ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; AS PD (PLANNED DEVELOPMENT); PROVIDING THAT SUCH TRACTS OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE PLANNED DEVELOPMENT ZONING DISTRICT DESIGNATION FOR THE SUBJECT PROPERTY; PROVIDING A PRELIMINARY SITE PLAN; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the owner/representative of 6.72 gross acres of land described on Exhibit "A" attached hereto and incorporated herein (the "Property"), has applied for a zoning modification of its current zoning of PD (Planned Development) District; and

WHEREAS, such application further requested an amendment to the official Zoning District Map of the Town in accordance with the zoning ordinance of the Town; and

WHEREAS, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of the Town, and after considering the information submitted at that public hearing and all other relevant information and materials, the Planning and Zoning Commission of the Town has forwarded to the Town Council its favorable recommendation regarding the adoption of the amendment to the Comprehensive Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of this Town, and after considering the information submitted at that public hearing and all other relevant information and materials, including the character of the Property and its suitability for particular uses and development, with a view of encouraging the most appropriate use of the Property, the Town Council made a finding that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the Town Council has determined that there is a necessity and need for the change in zoning and that the proposed change is consistent with the Comprehensive Land Use Plan of the Town.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety, and welfare.

SECTION 3
REZONING

The zoning ordinance of the Town of Hickory Creek, Texas, the same being the Town's Comprehensive Zoning Ordinance, as it exists on the date of the adoption of this Ordinance (the "Comprehensive Zoning Ordinance") is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, definitions, phrases, and words are not amended but are hereby ratified and affirmed:

- A. The zoning of the Property hereby designates PD (Planned Development) District for use in accordance with the requirements of this Ordinance and all other applicable ordinances, rules, and regulations of the Town. Requirements of this Ordinance are more specifically described and set forth in Exhibits "B" and "C", which are attached hereto and incorporated herein for all purposes and shall apply to the "PD" Planned Development unless otherwise specified in such Exhibits.
- B. The development standards for this Planned Development are attached hereto as Exhibit "B" and are incorporated herein as if copied in their entirety. Such development standards shall be adhered to in carrying out the development of the Property in accordance with this Ordinance and shall individually and collectively constitute

conditions precedent to the granting of any Certificate of Occupancy and building permit for all structures within this Planned Development.

- C. A conceptual site plan for the Property is attached hereto as Exhibit "C" and incorporated herein as if copied in its entirety.

SECTION 4 **APPLICABLE REGULATIONS**

Except as otherwise provided in this Ordinance, the Property shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town, including, but not limited to, the Town's subdivision ordinance, building codes, requirements concerning preliminary and comprehensive site plans, landscape plans, and tree preservation. It shall be unlawful for any person, firm, or corporation to make sure of said premises in some manner other than as outlined by this Ordinance.

SECTION 5 **ZONING MAP**

The Town Secretary is hereby directed to mark and indicate on the official Zoning District Map of the Town the zoning change herein made.

SECTION 6 **CUMULATIVE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance.

SECTION 7 **SAVINGS**

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

SECTION 8 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 9
PENALTY

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

SECTION 10
PUBLICATION

The Town Secretary of the Town of Hickory Creek is hereby directed to publish the Caption, Penalty, and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

SECTION 11
ENGROSSMENT AND ENROLLMENT

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

SECTION 12
EFFECTIVE DATE

This ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek,
Texas, this 25th day of November, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A
Legal Description: Lot 1R, Block A

BEING a 6.72 acre tract of land situated in the M.E.P. & P.R.R. Company Survey, Abstract Number 915, Town of Hickory Creek, Denton, Texas, and being all of that tract of land described as Lot 1, Block A of Steeplechase South Addition, Phase I, as recorded in Document Number 2012-210, of the Official Public Records of Denton County, Texas, (O.P.R.D.C.T.), and being part of a tract of land described as "Tract 3 - South" in Special Warranty Deed to CTMGT Turbeville, LLC, as recorded in Document Number 2011-121573, (O.P.R.D.C.T.), and more particularly described as follows [The basis of bearing is the Texas Coordinate System of 1983, North Central Zone (4202)]("Record" bearings and distances cited herein are from said Special Warranty Deed to CTMGT Turbeville, LLC):

COMMENCING at a 3/4-inch found iron pipe with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the north corner of a corner clip of Lot 1X, Block A of said Steeplechase Addition, said corner being at the intersection of the south right-of-way line of Turbeville Road (a variable width right-of-way, Document Number 2012-210, O.P.R.D.C.T.) and the northeast right-of-way line of Sycamore Bend Road (a variable width right-of-way);

THENCE South 88 degrees 41 minutes 24 seconds East, with said south right-of-way line and the north line of said Lot 1X, a distance of 283.03 feet to a 1/2-inch found iron rod with cap for the POINT OF BEGINNING, said corner being the common northeast corner of said Lot 1X and the northwest corner of Lot 1;

THENCE South 88 degrees 41 minutes 24 seconds East, with said south right-of-way line and the north line of said Lot 1, a distance of 239.69 feet to a 3/4-inch found iron pipe with cap for corner;

THENCE over and across said Lot 1, Block A, the following bearings and distances:

South 05 degrees 48 minutes 52 seconds West, departing said south right-of-way line and the north line of said Lot 1, a distance of 132.35 feet to a corner, said corner being the point of curvature of a tangent circular curve to the left, having a radius of 60.50 feet, whose chord that bears South 39 degrees 11 minutes 08 seconds East, a distance of 85.56 feet;

Southeasterly, with said curve, through the central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 95.03 feet to a corner;

South 84 degrees 11 minutes 08 seconds East, a distance of 135.39 feet to a corner, said corner being the point of curvature of a tangent circular curve to the left, having a radius of 80.50 feet whose chord that bears North 50 degrees 48 minutes 52 seconds East, a distance of 113.84 feet;

Northeasterly, with said curve, through the central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 126.45 feet to a corner;

North 05 degrees 39 minutes 28 seconds East, a distance of 0.44 feet to a corner;

South 89 degrees 12 minutes 45 seconds East, a distance of 24.53 feet to a corner on the common east line of said Lot 1, Block A and the west line of Lot 1, Block C of said Steeplechase Addition;

THENCE South 05 degrees 48 minutes 52 seconds West, with the common east line of said Lot 1, Block A and the west line of 3, and 4, Block C of said Steeplechase Addition, a distance of 223.35 feet to a 1/2-set iron rod with cap for a common "ell" corner of said Lot 1, Block A and the southwest corner of said Lot 3, Block C;

THENCE South 84 degrees 11 minutes 08 seconds East, with the common south line of said Lot 3, Block C and the northeast line of said Lot 1, Block A, a distance of 163.12 feet to a 1/2-set iron rod with cap for an "ell" corner of said Lot 1, Block A, said corner being on the west line of Lot 2, Block C;

THENCE South 06 degrees 02 minutes 56 seconds West, with the common west line of said Lots 1 and 2, Block C and the east line of said Lot 1, Block A, a distance of 172.17 feet to a 1/2-set iron rod with cap for a common "ell" corner of said Lot 1, Block A, and said Lot 1, Block C;

THENCE North 68 degrees 52 minutes 41 seconds East, with the common northeast line of said Lot 1, Block A and the south line of said Lot 1, Block C, a distance of 82.00 feet to a 1/2-set iron rod with cap for a common "ell" corner of said Lot 1, Block A, and said Lot 1, Block C;

THENCE North 82 degrees 39 minutes 01 second East, with the common northeast line of said Lot 1, Block A and the south line of said Lot 1, Block C, a distance of 149.61 feet to a 1/2-set iron rod with cap for a common "ell" corner of said Lot 1, Block A, and said Lot 1, Block C, said corner being on the west right-of-way line of Chestnut Lane (a 50-foot wide right-of-way) ;

THENCE South 07 degrees 20 minutes 59 second East, with the east line of said Lot 1, Block A and said west right-of-way line, a distance of 20.00 feet to a 1/2-set iron rod with cap for a common "ell" corner of said Lot 1, Block A, and Lot 36, Block B;

THENCE with the south line of said Lot 1, Block A, the following bearings and distances:

South 82 degrees 39 minutes 01 second West, with the north line of Lots 35 and 36, Block B, a distance of 147.19 feet to a 1/2-inch set iron rod with cap for corner;

South 68 degrees 52 minutes 41 seconds West, with the northwest line of Lots 32, 33, 34 and 35, Block B, a distance of 391.56 feet to a 1/2-inch set iron rod with cap for an "ell" corner of said Lot 1, Block A and Lot 1X, Block A;

North 37 degrees 55 minutes 42 seconds West, with the northeast line of said Lot 1X, a distance of 158.67 feet to a 1/2-inch set iron rod with cap for corner;

South 52 degrees 04 minutes 18 seconds West, with the northeast line of said Lot 1X, a distance of 173.16 feet to a 1/2-inch set iron rod with cap for corner;

South 79 degrees 50 minutes 09 seconds West, with the northeast line of said Lot 1X, a distance of 105.04 feet to a 1/2-inch set iron rod with cap for corner;

THENCE with the west line of said Lot 1, Block A, and the northeast line of said Lot 1X, Block A, the following bearings and distances:

North 10 degrees 09 minutes 51 seconds West, a distance of 139.28 feet to a 1/2-inch set iron rod with cap for corner, said corner being the point of curvature of tangent circular curve to the right, having radius of 125.00 feet, whose chord bears North 06 degrees 31 minutes 48 seconds East, a distance of 71.82 feet;

Northerly, with said curve, through a central angle of 33 degrees 23 minutes 19 seconds, an arc distance of 72.84 feet to a 1/2-inch set iron rod with cap for corner;

North 23 degrees 13 minutes 28 seconds East, a distance of 92.50 feet to a 1/2-inch set iron rod with cap for corner, said corner being the point of curvature of tangent circular curve to the left, having radius of 175.00 feet, whose chord bears North 03 degrees 49 minutes 04 seconds East, a distance of 116.29 feet;

Northerly, with said curve, through a central angle of 38 degrees 48 minutes 47 seconds, an arc distance of 118.55 feet to a 1/2-inch set iron rod with cap for corner;

North 15 degrees 35 minutes 20 seconds West, a distance of 73.24 feet to a 1/2-inch set iron rod with cap for corner, said corner being the point of curvature of tangent circular curve to the right, having radius of 30.00 feet, whose chord bears North 07 degrees 41 minutes 42 seconds East, a distance of 23.72 feet;

Northerly, with said curve, through a central angle of 46 degrees 34 minutes 03 seconds, an arc distance of 24.38 feet to a 1/2-inch set iron rod with cap for corner, said corner being the point of reverse curvature of non-tangent circular curve to the left, having radius of 50.00 feet, whose chord bears North 28 degrees 51 minutes 21 seconds West, a distance of 86.46 feet;

Northwesterly, with said curve, through a central angle of 119 degrees 40 minutes 08 seconds, an arc distance of 104.44 feet to a 1/2-inch set iron rod with cap for corner;

North 01 degree 18 minutes 36 seconds East, a distance of 106.76 feet to the POINT OF BEGINNING and containing 6.72 acres (292,752 square feet) of land, more or less.

Exhibit B
Planned Development Standards

- 1) Except as otherwise provided in this Ordinance, the Property shall be used and developed in accordance with the regulations applicable to property within the SF-3 Residential District, as set forth in the Comprehensive Zoning Ordinance in effect on the date of the adoption of Ordinance No. 2011-11-675 (the “Zoning Ordinance”).
- 2) The minimum side yard setback shall be ten feet, except that a reduced side yard setback of six feet is permitted on irregularly shaped lots identified on the preliminary or comprehensive site plan.
- 3) The minimum lot width shall be 90 feet, measured at the minimum front yard setback line, for all lots other than irregularly shaped lots identified on the preliminary or comprehensive site plan, which shall have a minimum lot width of 60 feet, measured at the minimum front yard setback line. All lots shall have a minimum width of 30 feet at the front property line.
- 4) The average lot size within the planned development shall be 15,000 square feet. No lot shall be less than 12,000 square feet in area.
- 5) Each dwelling unit shall have a minimum of 2,500 square feet of air conditioned living space.
- 6) Additional uses permitted this planned development are as follows:
 - a) Equestrian center.
 - b) Private open space.
 - c) Accessory buildings.
 - d) Retention and detention ponds. Each pond shall include a fountain or other feature to aerate the water.
 - e) Servant’s quarters on lots that are four acres or larger.
- 7) Gas drilling and related activities are prohibited on the Property except within the existing, permitted gas well pad site identified in Exhibit “C”.
- 8) Prior to the issuance of a building permit, a comprehensive site plan must be approved in accordance with Article XVII and Article XXVII of the Zoning Ordinance. The landscape plan required by Article XXVII shall only be required to show landscaping along the perimeter of the subdivision and shall not be required to show landscaping of individual lots. If a building permit has not been issued within one year of the approval of the comprehensive site plan, approval of the comprehensive site plan shall expire.
- 9) All new buildings shall be constructed according to the Standard Masonry Construction requirements as defined in the Zoning Ordinance.

- 10) In addition to the additional uses permitted as set forth in Paragraph 6 above, the following additional uses shall be permitted by right only in Subarea 1 of the Property (“Subarea 1”) as depicted on the map attached hereto:
- a) Stable, boarding
 - b) A maximum one living quarters on site with a business
 - c) Office

Kristi Rogers

From: Jeff Gulbas <jgulbas@mphlegal.com>
Sent: Tuesday, November 19, 2019 8:40 AM
To: John Smith; Kristi Rogers; Mary Petty - P3; Kyle Sikorski - P3
Subject: Hickory Creek PID No 2 Update

As we discussed yesterday, this email is to memorialize our conversation so this information can be shared with the Developer and P&Z Board. Please provide any comments you see fit.

Hickory Creek Public Improvement District No. 2 ("PID No. 2") was created on September 18, 2012 to finance certain public improvement projects for the benefit of the property in PID No. 2. On October 16, 2012, the Town Council approved a Service and Assessment Plan (the "SAP") which identified the authorized improvements to be constructed, the costs of the Improvements, the indebtedness to be incurred for the improvements, and the manner of assessing the property in PID No. 2 for the costs of the improvements. The SAP was amended and restated on June 19, 2018 ("Amended SAP") to make corrections to the original assessments. Assessments were levied on the property benefitting from the improvements in accordance with the assessment methodology described in the Amended SAP. On June 19, 2018, the Town issued \$4,220,000 Town of Hickory Creek, Texas Special Assessment Revenue Bonds, Series 2018 (Hickory Creek Public Improvement District No. 2) which are secured by assessments described in the Amended SAP. Importantly, some property within PID No. 2 was designated as "non-benefitted property"; therefore, such property was not assessed. This property comprises certain private improvements located within PID No. 2 consisting of an approximately 2,200 sq. ft. pool and related facilities and equestrian stables with 14 stalls (the "Private Improvements") to serve homeowners in PID No. 2. The Private Improvements were to be dedicated to and accepted by the HOA; the HOA was to provide for the ongoing operation, maintenance and repair of the Private Improvements through the administration of a maintenance and operation fee and/or a property owner's association fee to be paid by each lot owner within PID No. 2.

As we understand, the Developer now desires to (i) have approximately [REDACTED] acres of the property comprising the equestrian stables of the Private Improvements ("Changed Property") rezoned as commercial property and (2) convey this Changed Property to a private party to operate the equestrian stables for profit. This poses two separate issues. First, the Town should ensure the rezoned Changed Property cannot be sold or subdivided to allow another commercial enterprise on the Changed Property. Second, the Changed Property now must be assessed as it becomes property that would have been assessed originally but for the desire for it to remain HOA property. In the near future, the Town's PID Administrator will determine the appropriate assessment allocation for the Changed Property to ensure it pays its proportionate share of the costs of the public improvements constructed for the benefit of PID No. 2. Upon receiving this allocation, the Town Council will be asked to hold a public hearing on the reallocation of the assessments and approve an amended SAP specifying the assessments that will be collected on the Changed Property. Both the current and future owners of the Changed Property will be asked to consent to this reallocation of assessments to ensure all parties are aware of the future costs of the assessments on the Changed Property.

Jeff

Jeff Gulbas

717 North Harwood, Suite 900, Dallas, Texas 75201

T 214.754.9260 M 979.255.5635 F 214.754.9250

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Item Attachment Documents:

17. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 3: Building Regulations, by creating Article 3.11: Solar Panel Standards.

**TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2019-11-_____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HICKORY CREEK, TEXAS, CHAPTER 3: BUILDING REGULATIONS, BY CREATING ARTICLE 3.11: SOLAR PANEL STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town of Hickory Creek, Texas is a general law municipality empowered under the Texas Local Government Code, Section 51.012, to adopt an ordinance necessary for the government, interest, welfare, or good order of the Town; and

WHEREAS, the Town Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the Town and is necessary for the government, interest, welfare, and good order of the Town as well as the public health, safety, morals and general welfare of the Town.

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

**SECTION 1
INCORPORATION CLAUSE**

That all of the above premises are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

**SECTION 2
FINDINGS**

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

SECTION 3
AMENDMENTS

3.01 That the Code of Ordinances, Town of Hickory Creek, Texas, Chapter 3: Building Regulations, Article 3.11: Solar Panel Standards is hereby created and shall read as follows:

"Section 3.11. – Solar Panel Standards

Sec. 3.11.001. – Violations

Any person violating any of the provisions of this article shall be subject to a fine, as provided for in the general penalty in section 1.01.009 of this code, upon conviction in the municipal court, and each and every day that the premises shall remain in a condition in violation of the terms of this article shall constitute a separate offense. This section shall be in addition to and cumulative of the provisions for the abatement of the said nuisance and charging the cost of same against the owner of the premises by the town.

Sec 3.11.002. – Compliance Required

It shall be unlawful to maintain, alter, or install any solar panel system or a component thereof in town without having fully complied with the provisions of this article.

Sec. 3.11.003. – Permit for Installation, Alteration, or Maintenance

No alteration, installation, or maintenance of a solar panel system or component thereof may occur within the town unless the town has issued a permit for the same. To obtain the permit required by this section, an applicant must pay the fee described in the town's master fee schedule. An applicant's submittal for a building permit, and electrical permit, for locating a solar panel within the city must demonstrate compliance with the following standards.

(1) Definitions

- a. *Solar Panel System*: means a device that converts light into electricity, the materials and work necessary to install the same, and the materials and work necessary to deliver or store produced electricity.

(2) Location and design requirements.

- (A) Solar panel systems shall be allowed as an accessory use in all zoning districts.
- (B) Solar panel systems are allowed only as a rooftop installation.
- (C) Solar panel systems installed on a residential property shall not directly face any public street regardless of screening.
- (D) Solar panel systems shall not be located within the front yard.
- (E) Height.

- (i) The solar panels shall not exceed the height of the roof ridgeline on a pitched roof.
- (ii) On a flat roof, the solar panels shall not exceed the height requirement for the zoning district for which it is located in, and shall be screened as rooftop mechanical from the public right way as required by this code.

- (F) Roof coverage.
- (i) Roof mounted solar panel systems shall not extend past the roofline and shall be parallel to the roofline.
 - (ii) Solar panel systems shall be located no closer than two feet from the edge of any roofline, ridge or valley, and shall cover no more than 80 percent of the roof surface area.
- (3) Nuisance abatement, maintenance and decommissioning.
- (A) Glare. A solar panel shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. If necessary, screening, capable of providing year-round screening, shall be provided to protect roadways or adjacent properties from glare.
 - (B) Enforcement. A solar panel system, or any component thereof, that creates glare or reflection onto adjacent properties or roadways is determined to constitute a nuisance. If a solar panel system or any component thereof is deemed to constitute a nuisance or a safety hazard, the Town Administrator has the authority to require the owner to remove, redesign or screening of the solar panels to the extent necessary to eliminate the glare onto adjacent property or roadway.
 - (C) Maintenance. The owner of the property with a solar panel system shall maintain the system so that it does not create a safety issue for surrounding property owners.
 - (D) Removal with disuse. Any solar panel system that has been inactive for a continuous 12-month period shall be removed.
- (4) Application requirements. An application for a building permit for installation of solar panel systems must include all information requested on the application including, but limited to:
- (A) Scaled elevation drawings showing the location and height of the solar panel system.
 - (B) If the solar panel system is to be interconnected with the distribution system of the electric utility provider, written authorization that the public utility company has been informed of the owner's intent to install a customer-owned solar panel and that such connection has been approved.
 - (C) A letter from a professional engineer stating the roof will support the structural load of the system.
- (5) Additional installation requirements.
- (A) The solar photovoltaic (PV) system shall comply with the city's adopted National Electrical Code (NEC) with an electrical diagram submitted for review to meet code compliance.
 - (B) The solar panel system shall be installed by qualified or certified installers.
 - (C) A licensed electrician shall install the solar panel electrical system.
 - (D) PV systems shall comply with NEC regulations regarding installation and use. Listed and labeled equipment shall be installed and used in accordance with any instructions included in the listing and labeling.
 - (E) All PV systems shall comply with UL Standards."

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

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5
SEVERABILITY CLAUSE

If any section, article, paragraph, sentence, clause, phrase or work in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6
SAVINGS CLAUSE

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

SECTION 7
PUBLICATION CLAUSE

The Town Secretary of the Town of Hickory Creek is hereby directed to publish, the Caption, Penalty Clause and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

SECTION 8
ENGROSSMENT AND ENROLLMENT CLAUSE

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

SECTION 9
EFFECTIVE DATE CLAUSE

That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from the date of passage and publication in the official newspaper.

IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 25th day of November, 2019.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

Item Attachment Documents:

18. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 12: Traffic and Vehicles: Creating Article 12:06 Motorized Carts.

**TOWN OF HICKORY CREEK, TEXAS
ORDINANCE 2019-11-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER 12: TRAFFIC AND VEHICLES: CREATING ARTICLE 12.06 MOTORIZED CARTS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council finds it to be necessary for the protection of public safety to prohibit the operation of motorized carts on public streets within the Town in the absence of regulations that promote the safe use and operation of such vehicles upon public streets; and

WHEREAS, the Town Council finds it to be in the public interest to amend the Town of Hickory Creek Code of Ordinances to provide to the regulation of the operation of motorized carts on public streets within the Town.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
FINDINGS**

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

**SECTION 3
AMENDMENT**

3.01 That the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 12 Traffic and Vehicles: Article 12.6 Motorized Carts is hereby created and shall read:

“MOTORIZED CARTS”

Section 1: Applicability/exemptions.

(a) Applicability

(1) Motorized carts. Except as expressly provided herein, the provisions of this article shall apply to all motorized carts operated within the corporate limits of the Town of Hickory Creek.

(2) ATV and similar vehicles. Nothing in this article permits the operation of those motorized conveyances commonly referred to as ATVs, four-wheelers, mules, gators, go-carts, and any similar gas-powered conveyance on a public roadway within the Town, except when utilized by authorized Town personnel for Town business.

(b) Exemptions. The following use or operation of a motorized cart shall be exempt from the regulations of this article:

(1) Official Town business. A motorized cart is used or operated by personnel for the Town on official police business or official business of the Town on property owned by or leased to the Town;

(2) Parade, festival, or special event. The operation of a motorized cart when the cart is used in connection with a parade, festival, or other Town authorized or sponsored special occasion, the written consent of the sponsor is obtained, and the cart is only used as part of such parade, festival or special event. Further, a motorized cart used in connection with such parade, festival, or special event shall comply with all requirements outlined in the Town issued special event permit for the parade, festival, or other special events.

Section 2: Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings provided below, except where the context clearly indicates a different meaning.

Daytime. The period beginning one-half hour before sunrise and ending one-half hour after sunset.

Driver. A person driving and having physical control over a vehicle, including but not limited to a motorized cart.

Driver's license. An authorization issued by a state for the operation of a motor vehicle, including but not limited to a temporary license, provisional license, instructional permit, and an occupational license.

Low-speed vehicle (LSV). A motor vehicle that is four (4) wheeled and has an attainable top speed of more than twenty (20) miles per hour and not more than twenty-five (25) miles per hour on a

paved level surface, which is manufactured or retrofitted in compliance with those federal motor vehicle safety standards for low-speed vehicles, and has a weight of less than 3,000 pounds.

Motorized cart or cart. Those electric or gasoline-powered motor vehicles, commonly referred to as golf carts, but which must have a minimum of four (4) wheels, which have an attainable top speed of less than twenty (20) miles per hour on a paved level surface. Expressly excluded from this definition are those motorized conveyances commonly referred to as low-speed vehicles (LSV's), neighborhood electric vehicles (NEV's), all-terrain vehicles (ATV's), four-wheelers, mules, gators, and go-carts.

Owner. A person who holds title to or who leases a motorized cart for their personal use or the use of a third party, whether for private or for commercial retail purposes.

Parking area. Those areas accessible to the public by vehicular motor traffic and which are designated for temporary parking of motor vehicles, usually in place referred to as parking lots.

Person. An individual, corporation, partnership, joint venture, or any other business entity.

Sidewalk. The portion of a street that is between a curb or lateral line of a roadway and the adjacent property line and intended for pedestrian use.

Slow-moving-vehicle-emblem. A triangular emblem that conforms to standards and specifications and displayed per chapter 547 of the Texas Transportation Code, as amended.

Street(s). The public roadways of the Town and the private roadways for which the Texas Transportation Code has been applied by council action regardless of its designation as a road, alley, avenue, highway, route, boulevard, etc. that:

- (1) Has a posted speed limit of thirty-five (35) miles per hour or less;
- (2) Provides for no more than two (2) lanes of vehicular traffic per direction; and
- (3) Is not designated as part of either the state or federal highway system.

Traffic way. Any land way open to the public as a matter of right or custom for moving persons or property from one place to another. The traffic way includes all property, both improved and unimproved, between the property lines of a roadway system.

Section 3: Operational Regulations.

(a) Operation of cart/compliance with traffic laws. A driver may operate a motorized cart on streets within the Town limits. Except as provided herein, while operating a motorized cart upon street(s) of the Town, a driver shall comply with all laws applicable to carts and other motor vehicles as outlined in this article, the Texas Transportation Code, as amended, and other state laws. A driver shall be subject to citation for all violations of this article, the Texas Transportation Code, and other applicable state law.

(b) Driver's license required. A driver of a motorized cart shall be at least sixteen (16) years of age, hold a valid Texas driver's license, and shall abide by all state and local traffic regulations applicable to vehicular traffic when operating a motorized cart upon the streets and parking areas of the Town.

(c) Sidewalk or pedestrian way. A driver shall not operate a motorized cart on any sidewalk, pedestrian walkway, jogging path, park trail, or any location normally used for pedestrian traffic, unless such operation is by police or other authorized Town personnel acting in an official capacity and performing an official duty, or specifically authorized by another section in this code.

(d) Crossing intersections. A driver shall not operate a motorized cart upon any portion of a street or traffic way having a posted speed greater than thirty-five (35) miles per hour; provided however, that a person may cross an intersection, including a road or street that has a posted speed limit of more than thirty-five (35) miles per hour as authorized by the Texas Transportation Code, as amended. A driver of a motorized cart may cross a multi-lane or a federal, county, or state route only at an intersection controlled by a traffic-control device which stops traffic from all directions.

(e) Lane usage. A motorized cart is entitled to full use of a lane on the streets and parking areas of the Town, and no motor vehicle shall be driven in such a manner as to deprive any motorized cart of the full use of a lane. A driver shall not operate a motorized cart between 1) another moving motorized cart or moving vehicle operated on a street in the rightmost lane and 2) a parked motorized cart or vehicle. The driver of a cart shall move the cart to the right of the public street and yield the right-of-way to faster-moving vehicles.

(f) Passing. A driver of a motorized cart shall not overtake and pass in the same lane occupied by the vehicle being overtaken. While being overtaken and passed, the driver of a motorized cart shall yield to the right side of the lane and allow the passing vehicle the right-of-way.

(g) Maximum number of occupants. The number of occupants in a motorized cart shall be limited to the number of persons for whom seating capacity is provided on the vehicle. The operator and all occupants shall be seated upon the seat of the cart, and no part of the body of the operator or occupant shall extend outside the perimeter of the cart while the cart is being operated except while signaling turns or stops. A driver shall not permit any occupant of a cart to ride in the lap of any occupant or stand on the rear of the cart while the cart is in motion.

(h) Parking. A driver of a motorized cart may park a cart only in the same manner and at the same places designated for the parking of motor vehicles or motorized carts. The stopping, standing, or parking of motorized carts in an area where parking is not allowed or in any place or manner that impedes the flow of traffic, pedestrian walkways, or a passageway is prohibited. A driver shall not park a motorized cart within a space designated for disabled persons unless a current disabled parking placard is displayed on the cart and the person to whom the placard was issued is operating or being transported in the motorized cart. Notwithstanding the foregoing, a property owner may designate an area specifically for parking of motorized carts, provided that the area is marked with appropriate signage and that the parking of a cart in that area does not obstruct a fire lane, ingress or egress to a building, and does not interfere with the flow of vehicular traffic in a parking area.

(i) Towing prohibited. Except as expressly allowed in this article, motorized carts shall not be used to tow another cart, trailer, vehicle of any kind, or a person, including without limitation a person on roller skates, skateboard, bicycle, or other wheeled devices.

Section 4: Equipment.

(a) General. It shall be unlawful for a person to operate a motorized cart on the streets of the Town or anywhere authorized by this code if the motorized cart does not meet all minimum equipment standards, if required liability insurance for the cart is not maintained, without first obtaining a registration permit from the Town and affixing the decal to the cart, or if a person fails to comply with any other requirement of this article.

(b) The owner of a cart being operated on a public street must:

- (1) obtain a registration permit from the Town;
- (2) affix a registration decal to the cart;
- (3) maintain current financial responsibility for the cart as required by Section 601.051 Texas Transportation Code; and
- (4) ensure the cart has all required equipment in good operational condition.

(c) Required equipment.

(1) Motorized cart operation. Except as expressly exempted from this article, each motorized cart operating upon a street(s) within the Town shall be required to meet the minimum equipment standards specified in this article:

- (A) Operational headlamps (2 required);
- (B) Operational tail lamps (2 required);
- (C) Side reflectors (2 front: amber in color and 2 rear: red in color);
- (D) Stop lamps (2 required);
- (E) Operational parking brake;
- (F) An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror (capable of a clear, unobstructed view of at least two hundred (200) feet to the rear);
- (G) Slow-moving-vehicle-emblem on the rear;
- (H) Seat belts in numbers equal to the number of passengers for which the vehicle is rated by the vehicle's manufacturer; and
- (I) Turn signals visible from both the front and rear of the vehicle.

All required equipment for a motorized cart shall meet state and federal motor vehicle safety standards.

(d) Exhaust system for gasoline-powered motorized carts. In addition to the above-listed equipment, every motorized cart powered by gasoline shall at all times be equipped with an exhaust system in good working order, in constant operation and meeting the following specifications:

(1) The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or including any and all parts specified by the manufacturer.

(2) The exhaust system and its elements shall be securely fastened with brackets or hangers, which are designed for the particular purpose of fastening motorized cart exhaust systems.

Section 5: Registration Required

(a) No person shall operate, cause to be operated or allow the operation of a cart on any public streets, parking areas, and traffic ways unless a valid registration permit has been issued for the cart or otherwise allowed by law.

(b) Application for a permit authorizing the operation of a cart shall be made in writing and filed with the Town Administrator or his/her designee by a person who owns, leases, or otherwise uses a cart. Said application shall set forth the following:

(1) The name, address, telephone number, and state drivers license number of the applicant;

(2) The street address where the cart is kept, including specific suite or apartment number, if applicable;

(3) The year, make, model, color, VIN, or serial number of the cart;

(4) An affidavit that the cart meets the equipment and insurance requirements of this section.

(c) The Town Administrator or his/her designee may issue a registration permit for the use of a cart on Town streets when an applicant submits the completed written application and the Town Administrator or his/her designee concludes that use of the cart will not interfere with public safety and will provide the operator and potential passengers with a safe and convenient means of travel for a specified purpose.

(d) If a registration permit application is approved by the Town Administrator or his/her designee, a \$20 permit fee must be submitted prior to the registration decal being issued.

(e) The registration permit decal shall be affixed on the left side of the cart; it may not be damaged, altered, obstructed, or otherwise made illegible and may only be placed upon the cart for which it was issued.

(f) A permit issued to a cart shall become invalid if the cart is altered in a manner that fails to comply with any requirement of this Ordinance.

(g) Lost or stolen Permit/Decals are the responsibility of the Owner. If no record can be found of a previous application or the receipt of a Permit/Decal, the Town may direct the applicant to reapply, and also resubmit any and all fees necessary before a replacement Permit/Decal is issued.

- (h) A permit may be revoked at any time by the Town, or its designee(s), if there is any evidence that the permit holder cannot safely operate a cart on any authorized public streets, parking areas and traffic ways of the Town in compliance with this Ordinance.
- (i) Failure to comply with any of the requirements or regulations described herein constitutes evidence that the permit holder cannot safely operate a motorized cart on the street within the Town of Hickory Creek.

Section 6: Liability

Nothing in this Article shall be construed as an assumption of liability by the Town of Hickory Creek for any injuries (including death) to persons, pets or property which may result from the operation of a cart by an authorized driver; and

Section 7: Public Safety Personnel

Public Safety Personnel may operate a cart on any public street, parking area and traffic way without any further restrictions when the cart is used in the performance of his/her duties or on official business of the Town or on Town-owned property and Town leased property , including but not limited to, a parade, a festival or other special events.

Section 8: Criminal Offense

Any person, firm, entity or corporation who violates any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Five Hundred Dollars (\$500.00). Each continuing day 's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Town of Hickory Creek from filing suit to enjoin the violation. Hickory Creek retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 9: Reciprocity

A resident of the Town of Shady Shores, the City of Lake Dallas, or the City of Corinth who has received from the person's city of residence a permit to operate a cart on a public street within the city in which the person resides may operate a cart on the public streets within the City in accordance with the provisions of this Article without having first obtained a Town of Hickory Creek permit if:

- (a) The city issuing the permit has adopted an ordinance regulating the equipping of a cart being operated on a public street, and
- (b) The municipality where the person resides has adopted an ordinance exempting a resident of the Town of Hickory Creek who has received a permit pursuant to this Article from any requirement to obtain a permit to operate a cart on the public streets within such other municipality to the same extent as provided in this Section."

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

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5
SAVINGS CLAUSE

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

SECTION 6
SEVERABILITY

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

SECTION 7
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

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

AND IT IS SO ORDAINED

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this 25th day November, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Item Attachment Documents:

19. Consider and act on a resolution 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 Hickory Creek Residences, LLC. concerning the annexation and development of property currently located in the Town's extra-territorial jurisdiction.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1125-__**

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 HICKORY CREEK RESIDENCES, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Hickory Creek Residences, LLC (hereinafter the "Agreement") concerning the annexation and development of a property currently located in the Town’s extra-territorial jurisdiction, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 25th day of November, 2019.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement") by and between the TOWN OF HICKORY CREEK, TEXAS, a Type A general law municipality (the "Town"), and [HICKORY CREEK RESIDENCES, LLC, a Delaware limited liability company] ("Developer"), is effective as of the date the authorized representative for the Town countersigns this Agreement ("Effective Date").

RECITALS

WHEREAS, the Developer is the contract purchaser of certain tracts of land totaling approximately 24.31 acres within the extraterritorial jurisdiction ("ETJ") of the Town (the "Property"), more particularly described in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, the Developer will construct, and own real property improvements located on the Land (the "Project") located thereon and make other improvements necessary for the operation of the Project; and

WHEREAS, the Project Improvements will include a multifamily development, which is set forth in detail on a concept plan, attached hereto as **Exhibit B** and incorporated herein; and

WHEREAS, the Developer intends to finance and develop the Project in accordance with the terms and conditions of the Agreement; and

WHEREAS, the Town has the authority to contract with the Developer for the development of the Property and matters related to annexation; and

WHEREAS, the Town recognizes the positive economic impact that the Project will bring to the Town through the timely development and diversification of the economy, elimination of unemployment and underemployment through the creation and retention of new jobs, the attraction of new businesses, and the retention and growth of the ad valorem tax revenue generated by the Project; and

WHEREAS, the Town recognizes that the Project will provide a public benefit to the Town by providing housing and employment to serve the area, which will directly stimulate economic development within the Town; and

WHEREAS, in consideration of the Developer's intent to develop the Project, which will bring additional ad valorem tax, personal property tax, and sales and use tax revenues to the Town and result in additional jobs, the Town desires to enter into this Agreement pursuant to Texas Local Government Code 212.172 and other laws applicable to the development as an economic incentive for the Developer to annex the Land into the Town, and develop and construct the Project; and

WHEREAS, the Town and the Developer, as contemplated in this Agreement, agree to work together to advance the public purposes of developing and diversifying the

economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding transportation or commerce in the state.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Town and the Developer hereby agree as follows:

ARTICLE I GENERAL TERMS

A. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated for all purposes. In the event of any conflict between any of the provisions of the Exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

B. Definitions and Terms. The terms "Agreement," "Town," "Developer," "Effective Date," "Land," "Project," and "Property" shall have the meanings given to such terms in the Recitals.

C. Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE II THE PROJECT

A. The Project. The Developer intends to construct (or cause to be constructed) the Project, a multifamily development which is planned to be constructed in one phase. The Developer shall begin construction after the closing of Developer's acquisition of the Property (the "Closing"). The Developer intends to complete development and construction of the Project no more than 36 months after the Closing. The Developer shall satisfy all Town permitting requirements, including, but not limited to, i) the Town's subdivision ordinance, ii) all construction codes set forth in Article 3.02 of the Town's Code of Ordinances, iii) the Town's Engineering Infrastructure Design Manual and building permitting requirements, iv) v) the building materials standards contained within the Town's Code of Ordinances. The Developer agrees to construct the Project to comply with the supplemental building materials standards attached hereto as **Exhibit D**. Notwithstanding anything to the contrary herein, the Project, as specified and with the building materials list included on **Exhibit B**, is approved by the Town. This Agreement is conditioned upon the Closing. This Agreement shall be recorded in the appropriate land records office after the Closing. In the event the Closing does not occur on or before the one (1) year anniversary of this Agreement, then this Agreement shall be null and void. In the event the Developer terminates its contract of purchase, the parties, including the consent joinder party in Article V below shall execute a termination of this Agreement.

ARTICLE III

REPRESENTATIONS

A. Representations of the Town. The Town hereby represents to the Developer that as the date hereof:

The Town is a duly created and existing municipal corporation and home rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

The Town has the power, authority and legal right under the laws of the State of Texas to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Town under any agreement or instrument to which the Town is a party or by which the Town or its assets may be bound or affected.

This Agreement has been duly authorized, executed and delivered by the Town and constitutes a legal, valid and binding obligation of the Town, enforceable in accordance with its terms except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

The execution, delivery and performance of this Agreement by the Town do not require the consent or approval of any person that has not been obtained.

B. Representations of the Developer. The Developer hereby represents to the Town that as of the date hereof and with respect to Developer's ownership of the surface of the Property:

The Developer is duly authorized and existing and in good standing under the laws of the State of Delaware and is qualified to do business in the State of Texas.

The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer, and (ii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors'

rights.

ARTICLE IV
ANNEXATION AND POST-ANNEXATION MATTERS

A. Within ten (10) days of being requested to do so after Closing by the Town, Developer agrees to i) submit a voluntary annexation petition for the Property, or ii) if requested by the Town, sign a petition for annexation presented to the Developer by the Town. Developer agrees to execute and supply any and all instruments and/or documents necessary for the Town to annex the Property into the Town's corporate limits. Prior to annexation of the Property, the Town shall have considered this Agreement, shall have submitted to the Developer, and the Developer shall have ten (10) days to review and approve an annexation service plan which shall be considered as binding, and mutually agreed upon, contractual obligation between the Town and the Developer. The Developer acknowledges and agrees that this Article IV was a material inducement for the Town to enter into this Agreement with the Developer.

B. While the Town and the Developer expressly acknowledge that the Property will be voluntarily annexed in accordance with Article IV (A) of this Agreement, the Town and the Developer agree that the Town shall consider zoning of the Property substantially consistent with the concept plan, the zoning standards attached hereto as **Exhibit C**, and applicable provisions of this Agreement contemporaneously with annexation of the Property. The Town makes no representation that such zoning will be adopted. Developer agrees that it is not relying on any representation that the zoning standards attached hereto as **Exhibit C** will be adopted in whole or in part, and agrees that Town may amend, alter, or change those zoning standards prior to adoption. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Article. By approval of this Agreement the Town affirms that the development of the Project as set forth herein will further the public interest and contribute to quality growth and development within the Town.

ARTICLE V
TOWN COMMITMENTS

In consideration of the parties' obligations and agreements herein, the Town and Developer agree to terminate the development agreement between AS Gold, LP and the Town dated July 19, 2011, as it applies to the Property but not with respect to other property covered by said agreement, immediately after Closing.

ARTICLE VI
DEFAULT AND REMEDY

A. General Events of Default. A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if, after Closing, such Party fails to materially perform, observe or comply with any of its material commitments, covenants, agreements or obligations hereunder or if any of its representations contained in this

Agreement are false.

Before the failure of any Party to perform its obligations under this Agreement is deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt by the defaulting Party of such notice.

Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party (except for a Payment Default) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, hurricanes or tornadoes], labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

In addition to any other right or remedy available to the Parties pursuant to this Agreement, in the event of a default or a breach by either Party under this Agreement which continues for 30 days after written notice to the Party alleged to have defaulted or breached and the failure of the Party alleged to have defaulted or breached to cure or diligently proceed to cure such breach to the complaining Party's reasonable satisfaction, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance or mandatory or permanent injunction to require the Party alleged to have defaulted or breached to perform.

ARTICLE VII **INDEMNIFICATION AND HOLD HARMLESS**

THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE TOWN OF HICKORY CREEK, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH

AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND TOWN AGAINST ALL SUCH CLAIMS, AND TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOLVING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND

DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

ARTICLE IX **GENERAL PROVISIONS**

A. Time of the essence. Time is of the essence in the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation, including, without limitation, subject to the Developer's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate the Developer's timely procurement of all entitlements required for the Project and the Public Improvements.

B. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving Party at the following addresses:

If to the Developer:

c/o LIV Development, LLC
Michael Ramsey
2204 Lakeshore Drive, Suite 450
Birmingham, AL 35205

With a copy to:

c/o LIV Development, LLC
Jason Bailey
2204 Lakeshore Drive, Suite 450
Birmingham, AL 35205

If to the Town:

John Smith, Town Administrator
TOWN OF HICKORY CREEK
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065
Ph: 940-497-2528
Fax: 940-497-3531

Notice shall be deemed to have been received on the date such notice is personally delivered or three days from the date such notice is mailed or sent by rapid transmission. Either Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the Developer or the Town, as the case may be.

C. Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the Developer and the Town. No course of dealing on the part of the Developer or the Town nor any failure or delay by the Developer or the Town with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

D. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

E. Successors and assigns. Neither Party shall have the right to assign its rights under this Agreement or any interest herein, without the prior written consent of the other Party, except that the Developer may assign its rights and responsibilities hereunder to (i) a lending institution of all or a portion of the Developer's rights hereunder as security for repayment of one or more loans to finance the construction or ownership of the Project or the Public Improvements, (ii) any related, affiliated or subsidiary entity to which substantially all of its assets, liabilities or its rights to proceed with development of the Project and the Public Improvements are transferred or (iii) any person or entity to which the Developer assigns, subleases, or otherwise conveys its interest in the Property, provided that any assignee under (ii) or (iii) agrees in writing to assume the Developer's obligations under this Agreement. The Town shall not unreasonably withhold its written consent. The Town's Director of the Finance Department, or the Director's designee, may consent to a qualifying assignment under this Section on behalf of the Town.

F. Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

G. Applicable law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in the State Courts of Denton County, Texas.

H. Entire agreement. This Agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

I. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

K. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

[EXECUTION PAGE FOLLOWS]

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the Developer and the Town, effective as of the Effective Date defined herein.

TOWN OF HICKORY CREEK:

DEVELOPER:

TOWN OF HICKORY CREEK,
A Texas Type A General Law
municipality

[HICKORY CREEK RESIDENCES, LLC
a Delaware limited liability company]

Lynn C. Clark, Mayor

Date: _____

Name: _____

Title: _____

Date: _____

COUNTERSIGNED:

Kristi Rogers, Town Secretary

Date: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

CONSENTED TO (LIMITED TO ARTICLE V OF THIS AGREEMENT):

AS GOLD, LP

Name: _____

Title: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTION AND CONCEPTUAL PLAN

EXHIBIT B
PROJECT IMPROVEMENTS

EXHIBIT C
ECONOMIC IMPACT AREA

EXHIBIT D
DEVELOPMENT STANDARDS

Item Attachment Documents:

20. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project and performance agreement by and between the Hickory Creek Economic Development Corporation, and Lyons American Securities, Inc., a Texas corporation, to provide a financial incentive for the construction of a roadway, authorized pursuant to Sections 501.103 the Texas Local Government Code.

**TON OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1125-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PROJECT AND PERFORMANCE AGREEMENT BY AND BETWEEN THE HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION, AND LYONS AMERICAN SECURITIES, INC., A TEXAS CORPORATION, TO PROVIDE A FINANCIAL INCENTIVE FOR THE CONSTRUCTION OF A ROADWAY, AUTHORIZED PURSUANT TO SECTION 501.103 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

WHEREAS, EDC has approved a project with Lyons American Securities, Inc., a Texas corporation, and the Performance Agreement which is attached hereto as *Exhibit A*; and

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, finds and determines that the expenditure as specified in the Performance Agreement, attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Section 501.103 of the Texas Local Government Code.

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

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

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

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

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

DULY RESOLVED by the Town Council of the Town of Hickory Creek, Texas, on this the 25th day of November, 2019.

Lynn Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

Exhibit A

Performance Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between **LYONS AMERICAN SECURITIES, INC.**, a Texas corporation (hereinafter referred to as “Developer”), and the **HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”), is made and executed on the following recitals, terms and conditions.

WHEREAS, EDC is an economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

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

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless EDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by EDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by EDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer is the owner of that certain 4.306 acre tract of land located in the J.W. Simmons Survey, Abstract No. 1163, located near the southwest corner of I-35E and Turbeville Road, in the Town of Hickory Creek, Denton County, Texas [CAD # 425553], as generally depicted in **Exhibit A** of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the “Property”); and

WHEREAS, Developer has entered into that certain Purchase and Sale Agreement dated June 26, 2019 (hereinafter referred to as the “PSA”), to sell a portion of the Property comprising approximately 1.41 acres as generally depicted in **Exhibit A** to Hamid Parivash (hereinafter referred to as “Parivash”), which approximate 1.41 acres will be platted as a separate lot (hereinafter referred to as the “Development Property”); and

WHEREAS, Developer seeks from the EDC financial assistance (hereinafter referred to as the “Qualified Expenditures”) for the construction of a twenty-four foot (24’) wide concrete access drive connecting Turbeville Road to the Development Property across the Property in the location generally depicted in **Exhibit B** of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the “Access Drive”); and

WHEREAS, the EDC’s Board of Directors have determined the economic development assistance provided pursuant to this Agreement is consistent with and meets the definition of “project” as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the Town Council of the Town of Hickory Creek, Texas, to approve all programs and expenditures of the EDC, and accordingly this Agreement is not effective until Town Council has approved this project at a Town Council meeting called and held for that purpose.

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 Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM AND CONDITION PRECEDENT.

(a) **Term.** This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2020**, unless terminated sooner under the provisions hereof.

(b) **Conditions Precedent.** This Agreement shall terminate automatically without further action or obligation by the EDC or Developer in the event the Developer does not sell and convey the Development Property to Parivash on the terms and conditions set forth in the PSA by **December 31, 2019** (hereinafter referred to as the “Conditions Precedent”). Included as part of the Conditions Precedent are that the Development Property be replatted by Developer and/or Parivash as a separate lot; that Parivash grants an easement to Developer across the Development Property for a water line to connect the water utility on the north side of the Development Property to Developer’s remaining Property; that Developer grants an easement to Parivash across the remaining Property for a sewer line to connect the sewer utility on the south side of Developer’s remaining Property to the Development Property; and that the Town approve the construction of a storm drain in the area of the Access Drive to allow water drainage from the Property, including the Development Property.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Access Drive.** The words “Access Drive” shall mean a twenty-four foot (24’) wide concrete access drive connecting Turbeville Road to the Development Property across the Property in the location generally depicted in *Exhibit B*.
- (b) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (c) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (d) **Developer.** The word “Developer” means Lyons American Securities, Inc., a Texas corporation, its successors and assigns, whose address for the purposes of this Agreement is 450 N. Oak Branch Road, Waxahachie, Texas 75167.
- (e) **Development Property.** The words “Development Property” means a portion of the Property comprising approximately 1.41 acres as generally depicted in *Exhibit A*, which approximate 1.41 acres will be platted as a separate lot.
- (f) **EDC.** The term “EDC” means the Hickory Creek Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065.
- (g) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and EDC.
- (h) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (i) **Parivash.** The word “Parivash” shall mean Hamid Parivash, his successors and assigns.
- (j) **Property.** The word “Property” means that certain 4.306 acre tract of land located in the J.W. Simmons Survey, Abstract No. 1163, located near the southwest corner of I-35E and Turbeville Road, in the Town of Hickory Creek, Denton County, Texas [CAD # 425553], as generally depicted in *Exhibit A*.
- (k) **PSA.** The term “PSA” means that certain Purchase and Sale Agreement dated June 26, 2019, to sell the Development Property to Parivash.
- (l) **Qualified Expenditures.** The words “Qualified Expenditures” mean the financial assistance to be provided by the EDC for the construction of the Access Drive and those expenses which otherwise meet the definition of “project” as that term is defined by Section 501.103 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act.

- (m) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (n) **Town.** The word “Town” means the Town of Hickory Creek, Texas, a Texas general-law municipality. For the purposes of this Agreement, Town’s address is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065.

SECTION 4. AFFIRMATIVE COVENANTS OF THE DEVELOPER.

Developer covenants and agrees with EDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Dedication of Right-of-Way.** Subject to and contemporaneously with the Conditions Precedent, Developer covenants and agrees to dedicate and convey to the Town a public right-of-way sufficient to the Town and EDC for the construction of the Access Drive utilizing the Qualified Expenditures during the Term hereof.
- (b) **Performance Conditions.** Developer agrees to make, execute and deliver to EDC such other instruments, documents and other agreements as EDC or its attorneys may reasonably request to enable the parties’ performance of this Agreement.
- (c) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Developer and EDC.

SECTION 5. AFFIRMATIVE COVENANTS OF EDC.

EDC covenants and agrees with Developer that, while this Agreement is in effect, the EDC shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Subject to the Conditions Precedent and the dedication of the public right of way set forth in Section 4(a), EDC covenants and agrees to construct or cause to be constructed by the end of the Term the Access Drive utilizing the Qualified Expenditures which are estimated to be **Eighty-Nine Thousand and No/100 Dollars (\$89,000.00)**.
- (b) **Performance.** EDC covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the EDC and Developer.

SECTION 6. CESSATION OF ECONOMIC DEVELOPMENT INCENTIVE.

EDC shall have no obligation to provide any financial assistance under this Agreement if

an Event of Default occurs. Such cessation of financial assistance shall be EDC's sole remedy for an Event of Default.

SECTION 7. EVENTS OF DEFAULT.

The failure of any of the Conditions Precedent shall not be an Event of Default under this Agreement but merely result in the termination of this Agreement without further obligation of the parties. Subject thereto, each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or EDC to comply with or to perform any material term, obligation, covenant or condition contained in this Agreement, or failure of Developer or EDC to comply with or to perform any material term, obligation, covenant or condition contained in any other agreement between Developer and EDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the EDC by or on behalf of Developer under this Agreement or made or furnished to Developer by or on behalf of the EDC that is false or misleading in any material respect, either now or at the time made or furnished, is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows ad valorem taxes on the Property to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from EDC and/or Denton County Central Appraisal District is an Event of Default.

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, subject to other provisions of this Agreement, to immediately terminate this Agreement, seek specific performance, or maintain a cause of action for damages caused by the event(s) of default. For purposes hereof, Parivash shall be a third party beneficiary of this Agreement entitled to pursue remedies against the EDC for an Event of Default by the EDC hereunder.

SECTION 9. INDEMNITY.

TO THE EXTENT ALLOWED BY LAW, EDC SHALL NOT BE LIABLE TO DEVELOPER OR TO DEVELOPER'S EMPLOYEES, AGENTS, INVITEES OR CONTRACTORS, OR TO ANY OTHER PERSON OR ENTITY, WHOMSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO OR LOSS OF PROPERTY ON OR ABOUT THE PROPERTY CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS EMPLOYEES, AGENTS, INVITEES OR CONTRACTORS, OR OF ANY OTHER PERSON ENTERING THE PROPERTY UNDER THE EXPRESS OR IMPLIED INVITATION OF DEVELOPER, AND DEVELOPER HEREBY AGREES TO INDEMNIFY EDC AND HOLD IT HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE OR INJURY.

TO THE EXTENT ALLOWED BY LAW, DEVELOPER SHALL NOT BE LIABLE TO EDC OR TO EDC'S EMPLOYEES, AGENTS, INVITEES OR CONTRACTORS, OR TO ANY OTHER PERSON OR ENTITY, WHOMSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO OR LOSS OF PROPERTY ON OR ABOUT THE PROPERTY CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF EDC, ITS EMPLOYEES, AGENTS, INVITEES OR CONTRACTORS, OR OF ANY OTHER PERSON ENTERING THE PROPERTY UNDER THE EXPRESS OR IMPLIED INVITATION OF EDC, AND EDC HEREBY AGREES TO INDEMNIFY DEVELOPER AND HOLD IT HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE OR INJURY.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement 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 Agreement 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 Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full

- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the EDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

EDC:

HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION,

a Texas non-profit corporation

By: _____
Nate Prevost, President

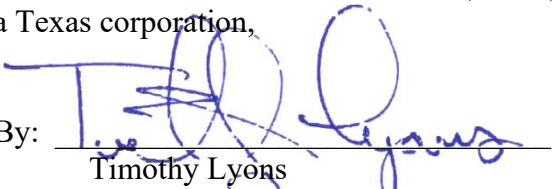
ATTEST:

Nancy Koket, Secretary

DEVELOPER:

LYONS AMERICAN SECURITIES, INC.,

a Texas corporation,

By:  _____

Timothy Lyons

Title: President

Date Signed: 11-18-19

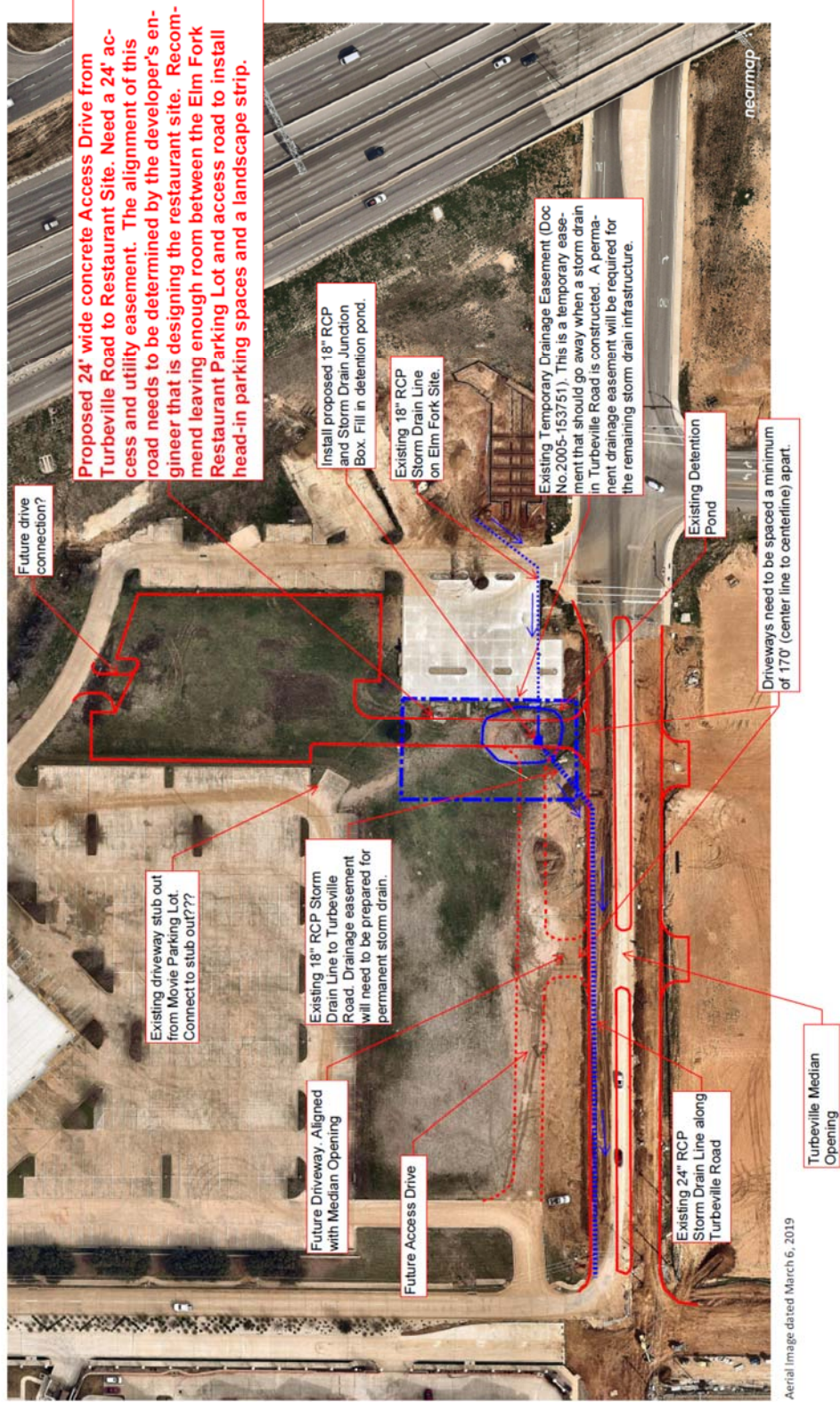
Exhibit A

[Legal Description and/or Depiction of Property]

Exhibit B

[Qualified Expenditures]

Depiction of Roadway



Item Attachment Documents:

21. Consider and act on a resolution of the Town of Hickory Creek, Texas authorizing the issuance of a water well drilling permit for 1851 Turbeville Road, Hickory Creek, Texas.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2019-1125-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK, TEXAS, AUTHORIZING THE ISSUANCE OF A
WATER WELL DRILLING PERMIT FOR 1851 TURBEVILLE ROAD,
HICKORY CREEK, TEXAS; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, Lonestar Water Well Drilling on behalf of KSW Holding Inc. has submitted a request for a permit to drill a water well at 1851 Turbeville Road, legally described as A1120A H.H. Swisher, TR 50 and TR 50 A (1) (PT), Hickory Creek, Texas, for the purpose of installing a water well to be utilized for irrigation purposes on the property.

WHEREAS, the Town Council has determined water service can be provided for the location and purpose.

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

SECTION 1

The foregoing recitals stated in the preamble are found to be true and correct and are deemed incorporated into the body of this resolution as if copied herein in their entirety.

SECTION 2

The request submitted by Lonestar Water Well Drilling on behalf of KSW Holding Inc. for a water well permit at the location of 1851 Turbeville Road, Hickory Creek, Texas, is hereby granted.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 25th day of November , 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

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



November 8, 2019
AVO 37638.200

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

**RE: Olana Water Well Permit
1st Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received the permit for a new water well on the Olana property located at 1851 Turbeville Road on November 1, 2019. The site plan engineer is Kimley-Horn and Associates, Inc. and the well driller is Lonestar Water Well Drilling. The owner is KRP Holding.

Halff recommends approval of the referenced water well permit, subject to approval by Lake Cities Municipal Utility Authority (LCMUA) and addressing the comments below.

1. Hickory Creek Code of Ordinances Sec. 13.04.002(i)(6) (see below) requires the permit applicant to provide “exact distances” from the proposed well to various potential hazards and sources of contaminants.

Location and exact distance from proposed water well to any septic tanks; sewer lift stations, sewer lines (trunks, collectors, laterals); the closest LCMUA well site; water lines (supply, mains, laterals, service); gas lines (supply, mains, service); underground telephone lines; streets, alleys, thoroughfares; animal or livestock pens, barns or shelters; dump grounds (public or private); creeks or streams; lakes or ponds, and any flood zone area;

The site plan only provides exact distances to the nearest sanitary sewer line. At a minimum please provide the distances identified in the ordinance. If a listed hazard is not within 500 feet of the proposed well and the nearest location is not readily accessible, it can be listed as greater than 500 feet.

2. The property owner and well driller will be responsible for following all the rules and requirements set forth in Sec. 13.04 of the Hickory Creek Code of Ordinances.



Ms. Chris Chaudoir
Town of Hickory Creek
November 8, 2019
Page 2

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Lee Williams".

Lee Williams, PE
Project Manager

C: Kristi Rogers – Town Secretary
John Smith – Town Administrator
Jeffrey McSpedden – Public Works Director

Attachments: Town of Hickory Creek Ordinance Sec. 13.04 checked