



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
REMOTE MEETING
1-888-475-4499 MEETING ID: 852 2445 1157
MONDAY, OCTOBER 26, 2020, 6:00 PM**

AGENDA

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

Call to Order

Roll Call

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

Invocation

Proclamations

1. November 6, 2020 as Arbor Day in the Town of Hickory Creek, Texas

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, board member, the Town, or employee of the Town that are prohibited by law. [Public Comment Form](#) at least five minutes prior to the meeting.

Consent Agenda

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

- [2.](#) September 2020 Council Meeting Minutes
- [3.](#) September 2020 Financial Statements
- [4.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 3 Building Regulations, Article 3.06 Fence Construction.
- [5.](#) Consider and act on permit application submitted by WalMart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for seasonal merchandise.

Regular Agenda

- [6.](#) Consider and act on an ordinance authorizing the issuance and sale of Town of Hickory Creek, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2020; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.
- [7.](#) Consider and act on a replat of Hundley Area of Hickory Estates, Lot 7, 0.4989 acres and A0284A Cobb, Tract 127A, 0.251 acres creating Hundley Area of Hickory Estates Addition, Lot 7R, being 0.75 of an acre in the Lowry Cobb Survey, Abstract 284 in the Town of Hickory Creek, Denton County Texas. The lot is located at 121 Woody Trail.
- [8.](#) 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 a municipal solid waste and recycling collection agreement by and between the Town of Hickory Creek, Texas and Allied Waste Systems, Inc. D/B/A Republic Services of Lewisville.
- [9.](#) Discussion on a request from the Lake Dallas Independent School District regarding Operation Connectivity.

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on October 23, 2020 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

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- WHEREAS,** Arbor Day is now observed throughout the nation and the world, and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS,** trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal.
- NOW, THEREFORE,** I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim November 6, 2020, as Arbor Day, in the Town of Hickory Creek, Texas, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and
- FURTHER,** I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 26th day of October, 2020.

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**SPECIAL MEETING OF THE TOWN COUNCIL
REMOTE MEETING
MONDAY, SEPTEMBER 14, 2020**

MINUTES

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

Call to Order

Mayor Clark called the meeting to order at 5:00 p.m.

Roll Call

The following members were present:

Mayor Lynn Clark

Councilmember Tracee Elrod

Councilmember Chris Gordon

Mayor Pro Tem Paul Kenney

Councilmember Ian Theodore

The following member was absent:

Councilmember Richard DuPree

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

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

Invocation

Councilmember Elrod gave the invocation.

Items of Community Interest

The Lake Cities Trunk or Treat will be held on Friday, October 30, 2020 from 5:00 p.m. until 7:00 p.m. at Lake Dallas City Park.

Thanks to Dinah Stults for taking the initiative to register the Town of Hickory Creek in the National Wildlife Federation's Community Wildlife Habitat™ program.

Saturday, September 19, 2020 an Eagle Scout project will take place at the public works facility constructing a raised bed garden.

Town of Hickory Creek

September 14, 2020

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The 5th annual “See You at the Station” will be held Wednesday, September 23, 2020 at 8:00 a.m. around the flag poles at Hickory Creek Town Hall. The event is sponsored by the pastors of Antioch Christian Fellowship, Thousand Hills Church and First Baptist Church Lake Dallas. The community is invited to attend to pray for police officers, firefighters and all first responders.

Congratulations to Chief Carey Dunn and Sergeant Mike Miller for graduating from the Leadership, Executive and Administrative Development program at TCU. Chief Dunn, Sergeant Miller, Investigator Loughry and Officer Koshy are all working towards obtaining a Master of Science Degree in Criminal Justice & Criminology.

Tuesday, September 15, 2020, The Lake Cities Broadband Committee will host a virtual community meeting to inform residents about plans and projects.

Public Comment

There were no speakers for public comment.

Consent Agenda

1. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek, Texas and Eight20 Consulting concerning tax analytical services.
2. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Town Administrator of the Town of Hickory Creek, Texas, to execute a master equity lease agreement and a maintenance agreement by and between the Town of Hickory Creek, Texas and Enterprise FM Trust and Enterprise Fleet Management, Inc.
3. 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 Supplemental Agreement No. 1 Lease No. DACW63-1-15-0593 by and between the Town of Hickory Creek, Texas and Secretary of the Army.
4. 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 a pricing supplement to the subscriber agreement by and between the Town of Hickory Creek, Texas and TransUnion Risk and Alternative Data Solutions, Inc.

Motion made by Councilmember Elrod to approve consent agenda items 1 thru 4,
Seconded by Councilmember Gordon.

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

Regular Agenda

5. Reconvene a public hearing from August 24, 2020, regarding a request from Darryl Moore on behalf of Eagle Marine for a Special Use Permit for a Pro Shop and Dealership for the display and sales of boats and accessories with exterior boat storage at 6060 S. Stemmons Freeway Suite 300 and consider and act on the same. The property is legally described as Lake Cities Polaris Addition Lot 1, 2 and 3, Town of Hickory Creek, Denton County, Texas.

Mayor Clark reconvened the public hearing to order at 5:14 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 5:14 p.m.

Jake Reichenstein, owner of 6060 S. Stemmons Freeway and Matt Edmondson with Eagle Marine Pro Shop provided additional information regarding the request and answered questions from the town council.

Motion made by Mayor Pro Tem Kenney to approve a special use permit for Eagle Marine for a Pro Shop and Dealership for the display and sales of boats and accessories with exterior boat storage at 6060 S. Stemmons Freeway, Suite 300. The property is legally described as Lake Cities Polaris Addition Lot 1, 2 and 3, Town of Hickory Creek, Denton County, Texas with the caveat that it will not be used for boat storage only the display of new boats and occasionally used boats, Seconded by Councilmember Theodore.

Voting Yea: Councilmember Elrod, 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, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an interlocal cooperative agreement between the Town of Hickory Creek, Texas and the County of Denton concerning road design and construction.

Motion made by Councilmember Theodore to approve a resolution authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an interlocal cooperative agreement between the Town of Hickory Creek, Texas and the County of Denton concerning road design and construction, Seconded by Councilmember Elrod.

Voting Yea: Councilmember Elrod, 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 agreement for professional engineering services by and between the Town of Hickory Creek, Texas and Halff Associates, Inc.

Motion made by Councilmember Gordon to approve 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 professional engineering services by and between the Town of Hickory Creek, Texas and Halff Associates, Inc., Seconded by Councilmember Elrod.

Town of Hickory Creek

September 14, 2020

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Voting Yea: Councilmember Elrod, 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, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a utility franchise consulting agreement by and between the Town of Hickory Creek, Texas and TriStem, Ltd.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a utility franchise consulting agreement by and between the Town of Hickory Creek, Texas and TriStem, Ltd., Seconded by Councilmember Theodore.

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

9. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas repealing Chapter 4 Business Regulations, Article 4.05 Alcoholic Beverages, Section 4.05.002, Sales Restrictions.

Motion made by Councilmember Gordon to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas repealing Chapter 4 Business Regulations, Article 4.05 Alcoholic Beverages, Section 4.05.002, Sales Restrictions, Seconded by Councilmember Elrod.

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

10. Consider and act on allocating funds to address internet connectivity issues within brownfield areas in the Town of Hickory Creek.

Motion made by Councilmember Gordon to approve allocating funds to address internet connectivity issues within brownfield areas in the Town of Hickory Creek in an amount not to exceed \$25,000, pending the town attorney's approval on utilizing C.A.R.E.S. funding, Seconded by Councilmember Elrod.

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

11. Discussion regarding the Town of Hickory Creek participating in a community project benefiting the Lake Cities youth.

Mayor Clark provided an overview to the town council regarding a community initiative which could benefit the Lake Cities youth.

Adjournment

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

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

Town of Hickory Creek
September 14, 2020
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The meeting did then stand adjourned at 6:08 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**REGULAR MEETING OF THE TOWN COUNCIL
REMOTE MEETING
MONDAY, SEPTEMBER 28, 2020**

MINUTES

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

Call to Order

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

Roll Call

The following members were present:

Mayor Lynn Clark
Councilmember 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

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

Invocation

Mayor Pro Tem Kenney gave the invocation.

Proclamations

1. The Town of Hickory Creek registration in the National Wildlife Federation's Community Wildlife Habitat™

Mayor Clark announced and proclaimed that the Town of Hickory Creek has been registered in the National Wildlife Federation's Community Wildlife Habitat™ program.

Items of Community Interest

The Lake Cities Chamber of Commerce monthly luncheon will be held on October 14, 2020.

Denton County Judge Andy Eads and Denton County Commissioner Precinct 3, Bobbie Mitchell will speak during the luncheon.

The Lake Cities Trunk or Treat will be held on Friday, October 30, 2020 from 5:00 p.m. until 7:00 p.m. at Lake Dallas City Park.

Thanks to all those attended the Eagle Scout project last weekend; it was a huge success.

Approximately 77 community members participated in the Lake Cities Broadband Committee virtual community meeting held on September 15, 2020. Connected Nation does not provide broadband, they develop a strategic plan to address deficiencies or opportunities for improving the local technology ecosystem. A survey is available for residents to complete regarding their broadband status.

Public Comment

There were no speakers for public comment.

Consent Agenda

2. August 2020 Council Meeting Minutes
3. July 2020 Financial Statements
4. August 2020 Financial Statements
5. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas approving a first amendment to the performance agreement by and between the Hickory Creek Economic Development Corporation and Don Camillo Italian Cuisine Incorporated.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, casting its votes for candidates nominated to serve on the Texas Municipal League Intergovernmental Risk Pool Board of Trustees; and authorizing the Town Administrator to execute all documents necessary to cast said votes.
7. Consider and act on a replat of Hickory Creek Crossing, Block A. Lots 33X, 33R, 34R, and 35R; being 0.9172 acres out of 19.207 acres in the Susan McCarroll Survey, Abstract no. 958, Town of Hickory Creek, Denton County, Texas. The lots are located in the 200 block of Virginia Lane.
8. Consider and act on allocating funds for a power washer to be utilized in Arrowhead, Point Vista, Harbor Grove and Sycamore Bend Parks.

Motion made by Councilmember Gordon to approve consent agenda items 2 thru 8,
Seconded by Councilmember DuPree.

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

Regular Agenda

9. 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 a municipal solid waste and recycling collection agreement by and between the Town of Hickory Creek, Texas and Allied Waste Systems, Inc. D/B/A Republic Services of Lewisville.

The town council, John Smith, Town Administrator and Leigh Collins, Republic Services Municipal Services Manager, discussed the current contract and proposed contract extension. No action was taken.

10. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Article 1.10 Parks and Recreation; amending Article A2.000 Business Related Fees; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances.

Motion made by Councilmember Theodore to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Article 1.10 Parks and Recreation; amending Article A2.000 Business Related Fees; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances, Seconded by Councilmember Gordon.

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

11. 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.

Motion made by Councilmember Gordon to approve 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 with removal of the redundant language located in the Commercial Building Fee Schedule, Seconded by Councilmember Theodore.

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

12. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2020-2021 budget.

Motion made by Councilmember Gordon an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2020-2021 budget, Seconded by Councilmember DuPree.

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

13. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2020 Certified Tax Roll for the Town of Hickory Creek; approving the 2020 Ad Valorem Tax Rate and levying \$0.319943 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2020 and ending September 30, 2021. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE**; providing for a due date and delinquency date, providing for the collection and use of penalty and interest on delinquent taxes; directing the Tax Assessor/Collector to assess and collect Ad Valorem Property Taxes.

Motion made by Mayor Pro Tem Kenney to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2020 Certified Tax Roll for the Town of Hickory Creek; approving the 2020 Ad Valorem Tax Rate and levying \$0.319943 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2020 and ending September 30, 2021. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE**; providing for a due date and delinquency date, providing for the collection and use of penalty and interest on delinquent taxes; directing the Tax Assessor/Collector to assess and collect Ad Valorem Property Taxes, Seconded by Councilmember Gordon.

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

14. Consider and act on constructing restroom facilities in Sycamore Bend Park primitive camping area.

Motion made by Mayor Pro Tem Kenney to approve the construction of restroom facilities in Sycamore Bend Park primitive camping area in an amount not to exceed \$70,000, Seconded by Councilmember DuPree.

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

Adjournment

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

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

The meeting did then stand adjourned at 7:10 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek
Balance Sheet
As of September 30, 2020

	Sep 30, 20
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,241.02
BOA - Drug Forfeiture	1,950.37
BOA - Drug Seizure	1,409.44
BOA - General Fund	283,228.97
BOA - Parks and Recreation	130,188.09
BOA - Payroll	250.00
BOA - Police State Training	5,182.24
Logic Animal Shelter Facility	9,571.52
Logic Cares Relief Fund	260,573.14
Logic Harbor Ln-Sycamore Bend	3,337.22
Logic Investment Fund	4,042,032.06
Logic Street & Road Improvement	163,861.59
Logic Turbeville Road	214,715.74
Total Checking/Savings	5,135,541.40
Accounts Receivable	
Accounts Receivable	14,058.24
Municipal Court Payments	13,283.73
Total Accounts Receivable	27,341.97
Other Current Assets	
Undeposited Funds	212,976.00
Total Other Current Assets	212,976.00
Total Current Assets	5,375,859.37
TOTAL ASSETS	5,375,859.37
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
September 2020

	Sep 20
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	2,150.39
4004 M&O Penalties & Interest	417.69
4006 Delinquent M&O	29.22
4008 I&S Debt Service	1,427.32
4010 I&S Penalties & Interest	276.69
4012 Delinquent I&S	20.52
Total Ad Valorem Tax Revenue	4,321.83
Building Department Revenue	
4102 Building Permits	49,673.38
4106 Contractor Registration	600.00
4110 Prelim/Final Site Plan	700.00
4124 Sign Permits	25.00
4132 Alarm Permit Fees	100.00
Total Building Department Revenue	51,098.38
Franchise Fee Revenue	
4206 CenturyLink	183.06
Total Franchise Fee Revenue	183.06
Interest Revenue	
4302 Animal Shelter Interest	2.82
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.06
4314 Logic Investment Interest	895.44
4320 Logic Street/Road Improv.	34.54
4322 Logic Turbeville Road	45.26
4326 PD State Training Interest	0.21
4328 Logic Harbor/Sycamore Bend	0.66
Total Interest Revenue	979.07
Interlocal Revenue	
4402 Corp Contract Current Year	14,058.24
Total Interlocal Revenue	14,058.24
Miscellaneous Revenue	
4502 Animal Adoption & Impound	1,570.00
4508 Annual Park Passes	756.05
4510 Arrowhead Park Fees	4,452.00
4520 Drug Seizure	56.00
4530 Other Receivables	59,030.23
4536 Point Vista Park Fees	1,143.00
4550 Sycamore Bend Fees	3,588.00
Total Miscellaneous Revenue	70,595.28
Municipal Court Revenue	
4602 Building Security Fund	1,773.96

Town of Hickory Creek
Profit & Loss
September 2020

	Sep 20
4604 Citations	49,528.66
4606 Court Technology Fund	1,516.06
4608 Jury Fund	33.50
4610 Truancy Fund	1,676.20
4612 State Court Costs	30,958.99
Total Municipal Court Revenue	85,487.37
Sales Tax Revenue	
4702 Sales Tax General Fund	103,609.84
4706 Sales Tax 4B Corporation	34,536.61
Total Sales Tax Revenue	138,146.45
Total Income	364,869.68
Gross Profit	364,869.68
Expense	
Capital Outlay	
5012 Streets & Road Improvement	213,851.42
5028 Turbeville/Point Vista	61,827.39
Total Capital Outlay	275,678.81
Debt Service	
5106 2012 Refunding Bond Series	166.67
5110 2015 Refunding Bond Series	166.67
5112 2015 C.O. Series	166.66
Total Debt Service	500.00
General Government	
5206 Computer Hardware/Software	192.49
5208 Copier Rental	688.82
5210 Dues & Memberships	250.00
5216 Volunteer/Staff Events	744.45
5218 General Communications	865.86
5222 Office Supplies & Equip.	200.63
5224 Postage	878.43
5226 Community Cause	861.89
5228 Town Council/Board Expense	-420.43
5230 Training & Education	220.00
Total General Government	4,482.14
Municipal Court	
5304 Building Security	-707.50
5312 Court Technology	240.60
5318 Merchant Fees/Credit Cards	-359.54
5322 Office Supplies/Equipment	83.12
5332 Warrants Collected	4,349.73
Total Municipal Court	3,606.41
Parks and Recreation	

Town of Hickory Creek
Profit & Loss
September 2020

	Sep 20
5408 Tanglewood Park	298.90
Total Parks and Recreation	298.90
Parks Corps of Engineer	
5432 Arrowhead	821.12
5434 Harbor Grove	40,173.74
5436 Point Vista	1,324.29
5438 Sycamore Bend	111,272.58
Total Parks Corps of Engineer	153,591.73
Personnel	
5502 Administration Wages	23,167.05
5504 Municipal Court Wages	8,645.87
5506 Police Wages	-102,239.73
5507 Police Overtime Wages	50.25
5508 Public Works Wages	16,548.00
5509 Public Works Overtime Wage	68.63
5510 Health Insurance	-5,582.96
5514 Payroll Expense	1,629.76
5516 Employment Exams	200.00
5518 Retirement (TMRS)	-8,830.93
5522 Workman's Compensation	-4,392.00
Total Personnel	-70,736.06
Police Department	
5602 Auto Gas & Oil	1,147.07
5606 Auto Maintenance & Repair	5,426.69
5612 Computer Hardware/Software	887.72
5614 Crime Lab Analysis	195.00
5630 Personnel Equipment	630.95
5636 Uniforms	113.74
Total Police Department	8,401.17
Public Works Department	
5708 Animal Control Vet Fees	2,485.79
5710 Auto Gas & Oil	2,292.42
5714 Auto Maintenance/Repair	1,127.28
5720 Dues & Memberships	50.00
5724 Equipment Maintenance	494.36
5728 Equipment Supplies	442.52
5732 Office Supplies/Equipment	183.87
5734 Radios	375.43
5742 Uniforms	137.14
5748 Landscaping Services	8,271.48
Total Public Works Department	15,860.29
Services	
5804 Attorney Fees	6,208.75
5814 Engineering	10,963.92
5818 Inspections	16,914.00

Town of Hickory Creek
Profit & Loss
September 2020

	Sep 20
5822 Legal Notices/Advertising	2,771.70
5824 Library Services	25.00
5826 Municipal Judge	1,020.00
5832 Computer Technical Support	-120.86
Total Services	37,782.51
Special Events	
6008 Tree Lighting	1,773.10
Total Special Events	1,773.10
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	3,525.06
5904 Electric	1,908.08
5906 Gas	130.70
5908 Street Lighting	3,373.61
5910 Telephone	2,508.50
5912 Water	632.18
Total Utilities & Maintenance	12,078.13
Total Expense	443,317.13
Net Ordinary Income	-78,447.45
Net Income	-78,447.45

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2019 through September 2020

	Oct '19 - Sep 20	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,208,899.90	1,217,088.00	99.3%
4004 M&O Penalties & Interest	8,872.10	2,000.00	443.6%
4006 Delinquent M&O	16,123.15	5,000.00	322.5%
4008 I&S Debt Service	802,348.86	807,829.00	99.3%
4010 I&S Penalties & Interest	6,610.39	1,500.00	440.7%
4012 Delinquent I&S	13,302.74	4,000.00	332.6%
Total Ad Valorem Tax Revenue	2,056,157.14	2,037,417.00	100.9%
Building Department Revenue			
4102 Building Permits	688,814.76	502,000.00	137.2%
4104 Certificate of Occupancy	400.00	300.00	133.3%
4106 Contractor Registration	6,650.00	4,000.00	166.3%
4108 Preliminary/Final Plat	11,881.45	7,500.00	158.4%
4110 Prelim/Final Site Plan	700.00	0.00	100.0%
4112 Health Inspections	9,200.00	10,000.00	92.0%
4122 Septic Permits	0.00	0.00	0.0%
4124 Sign Permits	1,720.00	2,000.00	86.0%
4126 Special Use Permit	500.00	200.00	250.0%
4128 Variance Fee	1,000.00	500.00	200.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	1,250.00	1,200.00	104.2%
Total Building Department Revenue	722,116.21	527,775.00	136.8%
Franchise Fee Revenue			
4202 Atmos Energy	40,003.43	40,003.00	100.0%
4204 Charter Communications	39,622.63	42,500.00	93.2%
4206 CenturyLink	1,695.19	2,000.00	84.8%
4208 CoServ	4,705.73	4,200.00	112.0%
4210 Oncor Electric	137,818.62	137,825.00	100.0%
4212 Republic Services	40,340.92	44,000.00	91.7%
Total Franchise Fee Revenue	264,186.52	270,528.00	97.7%
Interest Revenue			
4302 Animal Shelter Interest	123.67	100.00	123.7%
4308 Drug Forfeiture Interest	0.98	1.00	98.0%
4310 Drug Seizure Interest	0.70	1.00	70.0%
4314 Logic Investment Interest	52,727.16	40,000.00	131.8%
4320 Logic Street/Road Improv.	1,929.28	2,500.00	77.2%
4322 Logic Turbeville Road	2,528.00	2,000.00	126.4%
4326 PD State Training Interest	2.60	2.00	130.0%
4328 Logic Harbor/Sycamore Bend	39.23	50.00	78.5%
Total Interest Revenue	57,351.62	44,654.00	128.4%
Interlocal Revenue			
4402 Corp Contract Current Year	41,505.28	34,000.00	122.1%
Total Interlocal Revenue	41,505.28	34,000.00	122.1%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	10,650.00	9,500.00	112.1%
4506 Animal Shelter Donations	685.80	1,000.00	68.6%
4508 Annual Park Passes	24,733.34	20,000.00	123.7%
4510 Arrowhead Park Fees	42,702.00	18,000.00	237.2%
4512 Beer & Wine Permit	0.00	150.00	0.0%
4516 Corp Parks Fund Reserve	0.00	184,000.00	0.0%

Budget vs. Actual Year to Date 100%

October 2019 through September 2020

	Oct '19 - Sep 20	Budget	% of Budget
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	56.00	0.00	100.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	512,967.00	0.0%
4526 Mineral Rights	0.00	0.00	0.0%
4528 NSF Fees	0.00	25.00	0.0%
4530 Other Receivables	116,504.01	45,000.00	258.9%
4534 PD State Training	1,296.51	1,297.00	100.0%
4536 Point Vista Park Fees	12,186.00	5,000.00	243.7%
4546 Street Bond Proceeds	0.00	0.00	0.0%
4550 Sycamore Bend Fees	31,694.00	15,000.00	211.3%
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%
4560 2020 CO Proceeds	0.00	0.00	0.0%
Total Miscellaneous Revenue	240,507.66	887,717.00	27.1%
Municipal Court Revenue			
4602 Building Security Fund	14,674.67	9,270.00	158.3%
4604 Citations	466,283.77	450,000.00	103.6%
4606 Court Technology Fund	14,506.78	12,115.00	119.7%
4608 Jury Fund	194.18	75.00	258.9%
4610 Truancy Fund	9,827.60	3,000.00	327.6%
4612 State Court Costs	268,246.44	208,000.00	129.0%
4614 Child Safety Fee	645.76	1,000.00	64.6%
Total Municipal Court Revenue	774,379.20	683,460.00	113.3%
Sales Tax Revenue			
4702 Sales Tax General Fund	1,365,696.34	1,237,500.00	110.4%
4706 Sales Tax 4B Corporation	455,232.12	412,500.00	110.4%
4708 Sales Tax Mixed Beverage	8,299.61	7,000.00	118.6%
Total Sales Tax Revenue	1,829,228.07	1,657,000.00	110.4%
Total Income	5,985,431.70	6,142,551.00	97.4%
Gross Profit	5,985,431.70	6,142,551.00	97.4%
Expense			
Capital Outlay			
5010 Street Maintenance	11,218.26	25,000.00	44.9%
5012 Streets & Road Improvement	591,424.96	450,000.00	131.4%
5020 Main Street Reconstruction	0.00	0.00	0.0%
5022 Parks and Rec Improvements	38,145.00	125,000.00	30.5%
5024 Public Safety Improvements	321,743.28	200,000.00	160.9%
5026 Fleet Purchase/Replacement	5,092.15	5,100.00	99.8%
5028 Turbeville/Point Vista	-221,073.39	0.00	100.0%
5030 Sycamore Bend Construction	0.00	0.00	0.0%
Total Capital Outlay	746,550.26	805,100.00	92.7%
Debt Service			
5106 2012 Refunding Bond Series	267,551.36	267,408.00	100.1%
5110 2015 Refunding Bond Series	311,366.67	310,400.00	100.3%
5112 2015 C.O. Series	275,966.66	275,800.00	100.1%
5114 2020 C.O. Series	0.00	0.00	0.0%
Total Debt Service	854,884.69	853,608.00	100.1%
General Government			

Budget vs. Actual Year to Date 100%

October 2019 through September 2020

	Oct '19 - Sep 20	Budget	% of Budget
5202 Bank Service Charges	46.00	50.00	92.0%
5204 Books & Subscriptions	221.25	400.00	55.3%
5206 Computer Hardware/Software	12,061.68	18,000.00	67.0%
5208 Copier Rental	3,681.93	3,500.00	105.2%
5210 Dues & Memberships	1,990.91	2,500.00	79.6%
5212 EDC Tax Payment	338,145.14	412,500.00	82.0%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	6,662.94	6,500.00	102.5%
5218 General Communications	17,794.23	18,000.00	98.9%
5222 Office Supplies & Equip.	2,364.52	2,500.00	94.6%
5224 Postage	5,140.90	4,000.00	128.5%
5226 Community Cause	3,031.96	4,000.00	75.8%
5228 Town Council/Board Expense	4,516.75	5,500.00	82.1%
5230 Training & Education	658.00	1,500.00	43.9%
5232 Travel Expense	920.89	1,000.00	92.1%
5234 Staff Uniforms	1,278.12	1,300.00	98.3%
Total General Government	398,515.22	481,250.00	82.8%
Municipal Court			
5302 Books & Subscriptions	73.75	75.00	98.3%
5304 Building Security	5,568.25	39,270.00	14.2%
5312 Court Technology	10,940.43	12,115.00	90.3%
5314 Dues & Memberships	230.00	200.00	115.0%
5318 Merchant Fees/Credit Cards	-2,516.68	0.00	100.0%
5322 Office Supplies/Equipment	1,430.52	1,200.00	119.2%
5324 State Court Costs	269,469.04	242,150.00	111.3%
5326 Training & Education	200.00	500.00	40.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-768.10	0.00	100.0%
Total Municipal Court	284,627.21	296,010.00	96.2%
Parks and Recreation			
5402 Events	79.42	2,000.00	4.0%
5408 Tanglewood Park	1,565.07	2,500.00	62.6%
5412 KHCB	274.00	1,000.00	27.4%
5414 Tree City USA	1,019.80	1,500.00	68.0%
5416 Town Hall Park	0.00	2,500.00	0.0%
Total Parks and Recreation	2,938.29	9,500.00	30.9%
Parks Corps of Engineer			
5432 Arrowhead	11,722.93	60,000.00	19.5%
5434 Harbor Grove	41,404.87	69,000.00	60.0%
5436 Point Vista	7,325.10	11,000.00	66.6%
5438 Sycamore Bend	125,783.89	102,000.00	123.3%
Total Parks Corps of Engineer	186,236.79	242,000.00	77.0%
Personnel			
5502 Administration Wages	300,716.68	299,100.00	100.5%
5504 Municipal Court Wages	110,986.57	116,800.00	95.0%
5506 Police Wages	568,551.33	759,650.00	74.8%
5507 Police Overtime Wages	9,856.99	8,000.00	123.2%
5508 Public Works Wages	190,757.41	195,950.00	97.4%
5509 Public Works Overtime Wage	1,061.86	1,600.00	66.4%
5510 Health Insurance	183,108.05	206,700.00	88.6%
5512 Longevity	10,681.00	10,681.00	100.0%
5514 Payroll Expense	22,744.40	18,000.00	126.4%
5516 Employment Exams	1,555.00	2,500.00	62.2%

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2019 through September 2020

	Oct '19 - Sep 20	Budget	% of Budget
5518 Retirement (TMRS)	127,618.91	168,000.00	76.0%
5520 Unemployment (TWC)	3,896.45	750.00	519.5%
5522 Workman's Compensation	20,968.30	25,361.00	82.7%
Total Personnel	1,552,502.95	1,813,092.00	85.6%
Police Department			
5602 Auto Gas & Oil	21,232.14	20,000.00	106.2%
5606 Auto Maintenance & Repair	39,698.61	30,000.00	132.3%
5610 Books & Subscriptions	503.64	500.00	100.7%
5612 Computer Hardware/Software	61,728.44	62,000.00	99.6%
5614 Crime Lab Analysis	1,692.72	2,000.00	84.6%
5616 Drug Forfeiture	1,530.90	1,531.00	100.0%
5618 Dues & Memberships	337.00	400.00	84.3%
5626 Office Supplies/Equipment	1,910.78	1,800.00	106.2%
5630 Personnel Equipment	33,232.26	35,000.00	94.9%
5634 Travel Expense	1,114.93	2,000.00	55.7%
5636 Uniforms	8,011.58	9,000.00	89.0%
5640 Training & Education	4,093.80	7,500.00	54.6%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	-2,576.71	750.00	-343.6%
5648 K9 Unit	672.79	2,500.00	26.9%
Total Police Department	173,182.88	175,481.00	98.7%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	399.99	600.00	66.7%
5706 Animal Control Supplies	967.51	1,000.00	96.8%
5708 Animal Control Vet Fees	9,771.75	7,500.00	130.3%
5710 Auto Gas & Oil	13,198.78	9,500.00	138.9%
5714 Auto Maintenance/Repair	14,979.80	10,000.00	149.8%
5716 Beautification	538.55	10,000.00	5.4%
5718 Computer Hardware/Software	845.00	1,000.00	84.5%
5720 Dues & Memberships	338.00	350.00	96.6%
5722 Equipment	45,196.36	45,000.00	100.4%
5724 Equipment Maintenance	7,885.57	6,000.00	131.4%
5726 Equipment Rental	3,639.44	4,500.00	80.9%
5728 Equipment Supplies	8,531.45	6,500.00	131.3%
5732 Office Supplies/Equipment	956.09	500.00	191.2%
5734 Radios	4,538.05	3,200.00	141.8%
5738 Training	0.00	800.00	0.0%
5740 Travel Expense	550.76	1,000.00	55.1%
5742 Uniforms	2,457.29	2,600.00	94.5%
5748 Landscaping Services	70,178.92	140,000.00	50.1%
Total Public Works Department	184,973.31	251,050.00	73.7%
Services			
5802 Appraisal District	9,274.80	12,400.00	74.8%
5804 Attorney Fees	44,344.81	60,000.00	73.9%
5806 Audit	13,500.00	13,500.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	802.99	1,000.00	80.3%
5814 Engineering	56,908.31	50,000.00	113.8%
5816 General Insurance	34,680.24	34,681.00	100.0%
5818 Inspections	122,544.00	100,000.00	122.5%
5820 Fire Service	460,224.75	615,000.00	74.8%
5822 Legal Notices/Advertising	4,624.15	2,500.00	185.0%
5824 Library Services	428.75	500.00	85.8%

Budget vs. Actual Year to Date 100%

October 2019 through September 2020

	Oct '19 - Sep 20	Budget	% of Budget
5826 Municipal Judge	12,240.00	12,700.00	96.4%
5828 Printing	925.28	1,500.00	61.7%
5830 Tax Collection	2,471.00	3,000.00	82.4%
5832 Computer Technical Support	37,479.13	36,750.00	102.0%
5838 DCCAC	-1,597.07	2,792.00	-57.2%
5840 Denton County Dispatch	29,387.00	29,387.00	100.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	100.00	0.0%
5848 DCFOF	0.00	200.00	0.0%
Total Services	828,238.14	978,210.00	84.7%
Special Events			
6004 Fourth of July Celebration	677.31	7,000.00	9.7%
6008 Tree Lighting	6,994.49	5,250.00	133.2%
Total Special Events	7,671.80	12,250.00	62.6%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	131,119.65	130,000.00	100.9%
5904 Electric	19,563.50	25,000.00	78.3%
5906 Gas	1,383.54	2,000.00	69.2%
5908 Street Lighting	37,360.87	30,000.00	124.5%
5910 Telephone	35,064.72	28,000.00	125.2%
5912 Water	10,481.20	10,000.00	104.8%
Total Utilities & Maintenance	234,973.48	225,000.00	104.4%
Total Expense	5,455,295.02	6,142,551.00	88.8%
Net Ordinary Income	530,136.68	0.00	100.0%
Net Income	530,136.68	0.00	100.0%



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 09/01/2020 - 09/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.2565%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 9/30/20 WAS 1.000310.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,569.49
09/30/2020	MONTHLY POSTING	9999888	2.03	9,571.52
	ENDING BALANCE			9,571.52

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,569.49
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2.03
ENDING BALANCE	9,571.52
AVERAGE BALANCE	9,569.49

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	67.13





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276014

ACCOUNT NAME: CARES RELIEF FUND

STATEMENT PERIOD: 09/01/2020 - 09/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.2565%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 9/30/20 WAS 1.000310.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			260,518.21
09/30/2020	MONTHLY POSTING	9999888	54.93	260,573.14
	ENDING BALANCE			260,573.14

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	260,518.21
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	54.93
ENDING BALANCE	260,573.14
AVERAGE BALANCE	260,518.21

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CARES RELIEF FUND	260,425.00	0.00	148.14





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: 09/01/2020 - 09/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.2565%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 9/30/20 WAS 1.000310.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,336.56
09/30/2020	MONTHLY POSTING	9999888	0.66	3,337.22
	ENDING BALANCE			3,337.22

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,336.56
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	0.66
ENDING BALANCE	3,337.22
AVERAGE BALANCE	3,336.56

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	23.37





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 09/01/2020 - 09/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.2565%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 9/30/20 WAS 1.000310.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,266,136.62
09/28/2020	WIRE WITHDRAWAL	6121682	225,000.00 -	4,041,136.62
09/30/2020	MONTHLY POSTING	9999888	895.44	4,042,032.06
	ENDING BALANCE			4,042,032.06

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,266,136.62
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	225,000.00
TOTAL INTEREST	895.44
ENDING BALANCE	4,042,032.06
AVERAGE BALANCE	4,243,636.62

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,200,000.00	1,727,192.27	35,463.27





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: 09/01/2020 - 09/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.2565%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 9/30/20 WAS 1.000310.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			163,827.05
09/30/2020	MONTHLY POSTING	9999888	34.54	163,861.59
	ENDING BALANCE			163,861.59

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	163,827.05
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	34.54
ENDING BALANCE	163,861.59
AVERAGE BALANCE	163,827.05

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	0.00	1,149.78





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 09/01/2020 - 09/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.2565%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 9/30/20 WAS 1.000310.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			214,670.48
09/30/2020	MONTHLY POSTING	9999888	45.26	214,715.74
	ENDING BALANCE			214,715.74

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	214,670.48
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	45.26
ENDING BALANCE	214,715.74
AVERAGE BALANCE	214,670.48

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,506.59



TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2020-10-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.06 FENCE CONSTRUCTION; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AND 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 the provisions of the Texas Local Government Code and the Texas Constitution and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town Council is empowered under section 51.012 of the Local Government Code to adopt ordinances necessary for the government, interest, welfare, or good order of the municipality; and

WHEREAS, the Town Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order 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 the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas and necessary for the government, interest, welfare, and good order of the Town.

SECTION 3
AMENDMENTS

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 3 Building Regulations; Article 3.06 Fence Construction; Section 3.06.005 General requirements and restrictions subsection (h) is hereby amended to read:

“Fence construction material may be wood, chain link, masonry, vinyl or wrought iron except in the case of a sight barrier fence, then masonry shall be required. In all such cases the zoning ordinance shall prevail. No fence may be constructed of, including but not limited to, deteriorated or damaged wood; wood such as plywood or scrap lumber; slats of any nature or material unless installed as a screening fence at an oil or gas operation site; wire or mesh products except for agricultural use; sheet metal; corrugated or fiberglass panels; rope; string, or other materials not manufactured or intended as fence materials.”

3.02 All other articles, chapters, sections, 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 this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5

SAVINGS CLAUSE

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting utility rates and fees 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 the 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 decisions or enactment.

SECTION 7

PENALTY

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 a court of competent jurisdiction to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined, except as otherwise provided herein, in a sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
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 Clause, and Effective Date clause in the minutes of the Town Council of the Town of Hickory Creek and by filing this Ordinance in the Ordinance records of the Town.

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 26th day of October, 2020.

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



AGENDA INFORMATION SHEET

MEETING DATE: October 26, 2020

AGENDA ITEM: Consider and act on permit application submitted by WalMart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for seasonal merchandise.

SUMMARY: Fees related to the permit application are \$800.00



TEMPORARY STORAGE / DONATION BOX

Permit Application

Business Name: Wal mart 3286 Phone: 940-321-5363
Address: 1035 Hickory Creek Blvd. , Hickory Creek TX 75065
Applicant Name: Jared Turner Phone: 940-321-5363
Address: 1035 Hickory Creek Blvd. , Hickory Creek TX 75065
Property Owner: Wal Mart Stores Incorporated Phone: 1-800-walmart

Purpose & Items to be Stored: Seasonal merchandise and fixtures

Delivery Date: 11-1-20 Removal Date: 1-1-21
Supplier: Mobile mini inc. Phone: 877-661-9935
Address: 4646 E. Van Buren Road STE 400, Phoenix AZ
Type of Storage (container, trailer, etc): Dry Container
Number of Units: 8 Dimensions: 40' foot by 8 foot

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

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

Applicant Signature: [Signature] Date: 10-22-20

Reviewed by: [Signature] Date: _____

Approved: ☐ Yes ☐ No Permit Number: _____

Receipt: _____ Expiration Date: _____

Denied: _____ Submitted to Council: _____

To Whom This May Concern,

Wal-Mart Store 3286 is requesting to be allowed to have containers on site this year to hold seasonal merchandise and store fixtures. This is important for our holiday business due to the amount of seasonal merchandise we are set to receive. These trailers will help us to serve our local community needs during the upcoming holiday season. Last year this store submitted to have a total of 14 trailers. This year we are requesting to only have 8 trailers for the holiday season. We are asking for the trailers to be on the property from November 1st through January 1st. I thank you for your consideration and for your time. Please contact me if there is additional information need or you have any questions.

Thank you.

Jared Turner Store Manager

Store : 940.321.5363

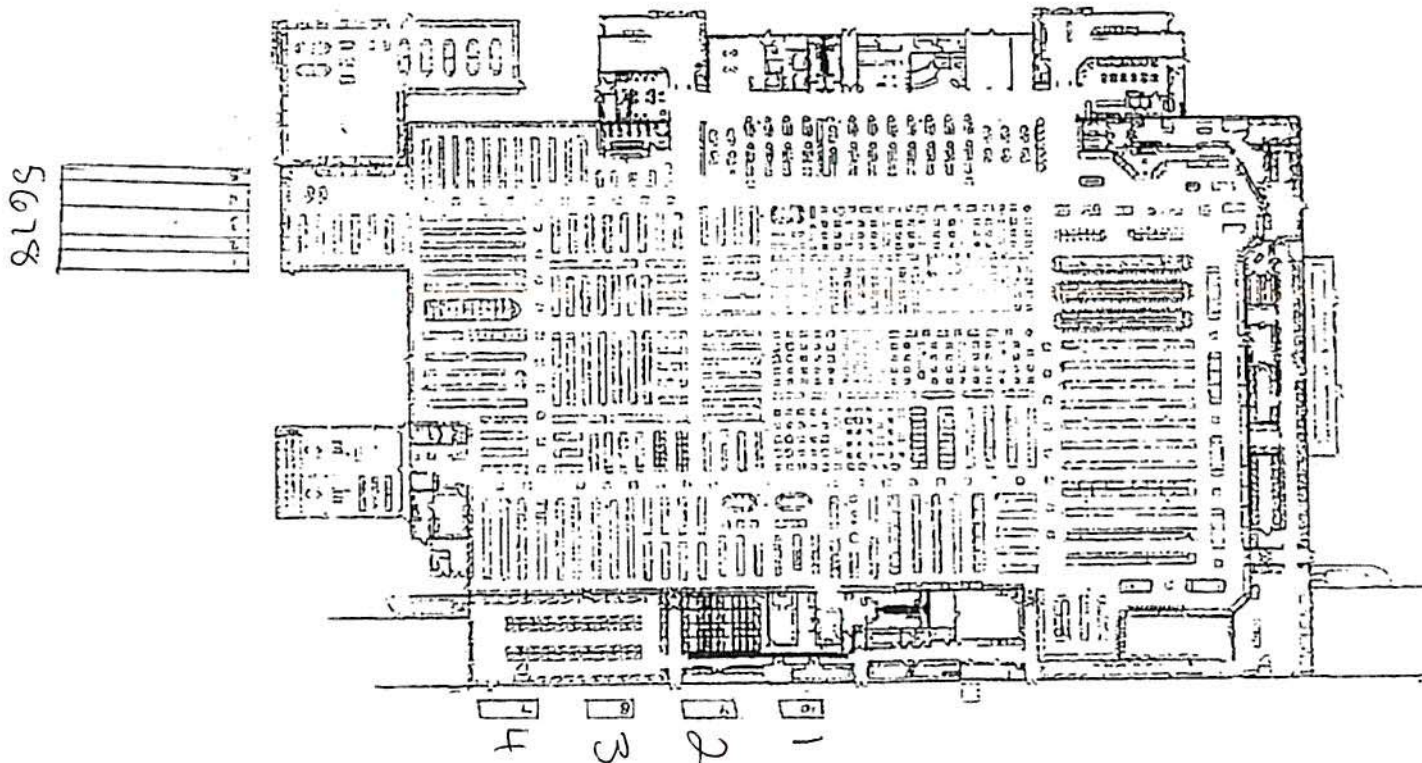
Fax : 940.497.0314

Jwt0022.s03286.us@wal-mart.com

Store #3286

Hickory Creek, Texas

Trailer Guidelines



CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
DENTON COUNTY
TOWN OF HICKORY CREEK

We, the undersigned officers of the Town of Hickory Creek, Texas (the "Town"), hereby certify as follows:

1. The Town Council of said Town convened in a Regular Meeting on October 26, 2020 via public conference call and the roll was called of the duly constituted officers and members of said Town Council, to wit:

Lynn Clark; Mayor
Tracee Elrod; Councilmember Place 1
Chris Gordon; Councilmember Place 3

Paul Kenney; Mayor Pro Tem
Richard DuPree; Councilmember Place 2
Ian Theodore; Councilmember Place 5

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF HICKORY CREEK, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of said Town Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTAIN: _____

2. That a true, full and correct copy of the aforesaid Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in said Town Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Town Council's minutes of said Meeting pertaining to the adoption of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Town Council as indicated therein; that each of the officers and members of said Town Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said Town has approved and hereby approves the aforesaid Ordinance; that the Mayor and the Town Secretary of said Town have duly signed said Ordinance; and that the Mayor and the Town Secretary of said Town hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON OCTOBER 26, 2020.

Kristi Rogers; Town Secretary
Town of Hickory Creek, Texas

Lynn Clark; Mayor
Town of Hickory Creek, Texas

(TOWN SEAL)

ORDINANCE NO. [_____]

AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF HICKORY CREEK, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, deems it advisable to issue Certificates of Obligation in the amount of \$[-] for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code; and

WHEREAS, the Town Council has heretofore passed a resolution authorizing and directing the Town Secretary to give notice of intention to issue Certificates of Obligation ("Notice"), and the Notice has been duly published in a newspaper of general circulation in said Town on September 2, 2020 and September 9, 2020, said newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code; and

WHEREAS, the Town received no petition from the qualified electors of the Town protesting the issuance of such Certificates of Obligation; and

WHEREAS, during the preceding three years, the Town has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates of Obligation are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, it is considered to be to the best interest of the Town that said interest-bearing Certificates of Obligation be issued; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the Town of Hickory Creek, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$[-] for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (2) acquiring, constructing and equipping public park improvements consisting of trails; picnic areas, seating and tables; piers and beach areas; playgrounds and splashpads; open space and nature improvements and educational exhibits; sports and recreation areas and pavilions; parking and camping areas; outdoor amphitheater; (3) acquiring and installing fire hydrants; and (4) paying fees for legal, fiscal,

engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "TOWN OF HICKORY CREEK, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2020," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated November 1, 2020 (the "Dated Date"), in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable on the Maturity Dates and in the Principal Amounts, respectively, and shall bear interest from the Dated Date as set forth in the FORM OF CERTIFICATE in Exhibit A of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

<u>Maturity</u> <u>Date</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rates</u>
--------------------------------	-----------------------------------	---------------------------------

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of U.S. Bank National Association, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(b) Except as provided in Section 3(d) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(c) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(e) Paying Agent/Registrar for the Certificates. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will

appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Book-Entry Only System.

(i) The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(ii) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order

of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(iii) The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

(h) Successor Securities Depository; Transfers outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(i) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(j) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor (or in the Mayor's absence, by the Mayor Pro Tem), Town Administrator and Town Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

(k) With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and money sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice will state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of

such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the Issuer will not redeem such Certificates, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates have not been redeemed.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance. **Exhibit A** is incorporated in this Ordinance for all purposes.

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. Any amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by revenues of the Issuer's park and recreation system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's park and recreation system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this Section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 5(a), if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit or budgeted to be on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective,

and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND APPROVAL OF BOND INSURANCE; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent

necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, Town Administrator and Town Secretary to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Procedures to Monitor Compliance with Tax Covenants. The Town hereby adopts the procedures attached hereto as Exhibit B as a means of monitoring compliance with the federal tax covenants made herein.

(e) Designation as Qualified Tax Exempt Obligations. The Issuer hereby designates the Certificates as "qualified tax exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Certificates, will result in more than \$10,000,000 of "qualified tax exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax exempt obligations issued, during the calendar year in which the Certificates are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES; APPLICATION OF PREMIUM FROM SALE OF CERTIFICATES.

(a) The Certificates are hereby sold and shall be delivered to BOK Financial Securities, Inc. (the "*Underwriter*") for the purchase price of \$[-] representing the aggregate principal amount of the

Certificates, plus an aggregate reoffering premium of \$[-] less an underwriter's discount of \$[-], plus accrued interest in the amount of \$[-], pursuant to the terms and provisions of a Purchase Agreement, in substantially the form presented at this meeting, which the Mayor or Mayor Pro Tem is hereby authorized to execute and deliver. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Certificate shall be registered in the name of the BOK Financial Securities, Inc. or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, Mayor Pro Tem, Town Administrator and Town Secretary/Finance Director shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(d) The Certificates have an aggregate premium of \$ [-] and which shall be allocated as follows:

- (i) the amount of \$ [-] shall be applied to pay costs of issuance of the Certificates;
- (ii) the amount of \$ [-] shall be deposited into the Construction Fund established by Section 12 of this Ordinance;
- (iii) the amount of \$ [-] shall be applied to pay the underwriting spread; and
- (iv) accrued interest in the amount of \$[-] shall be deposited to the Interest and Sinking Fund.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2020 Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided. Proceeds of the Certificates in the amount of \$ [-] shall be deposited into the Construction Fund, other than amounts paid at closing for issuance costs. Upon payment of all such Project costs, any moneys remaining on deposit in

said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. That as used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the Issuer, being the following: (i) the Issuer's annual financial audit report; and (ii) the information found in the tables in Appendix A in the Official Statement for the Certificates. The Issuer will update and provide the information in the tables in Appendix A in the Official Statement within six months after the end of each fiscal year ending in and after 2020. The Issuer will additionally provide its annual financial audit report when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2020. If the annual financial audit report is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(ii) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(iii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of Certificateholders, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Town, any of which affect Bondholders, if material;

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Town, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision

of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under subsection (b) of this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of

the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The Town of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Town, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Town.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Town for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by

law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Town or the Town Council.

Section 16. **EFFECTIVE DATE.** In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Town Council.

Section 17. **APPROPRIATION.** To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. **SEVERABILITY.** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

EXHIBIT A

FORM OF CERTIFICATES.

(a) The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS TOWN OF HICKORY CREEK, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION SERIES 2020	PRINCIPAL AMOUNT \$_____
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<u>INTEREST RATE</u>	<u>DATED DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
	November 15, 2020	August 15, _____	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the Town of Hickory Creek, in Denton County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date above at the Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2021, to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying

Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated November 15, 2020, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[-] for paying all or a portion of the Issuer's contractual obligations incurred in connection with (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (2) acquiring, constructing and equipping public park improvements consisting of trails; picnic areas, seating and tables; piers and beach areas; playgrounds and splashpads; open space and nature improvements and educational exhibits; sports and recreation areas and pavilions; parking and camping areas; outdoor amphitheater; (3) acquiring and installing fire hydrants; and (4) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

ON [-] or any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES SCHEDULED TO MATURE ON August 15 in the years [] (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount

thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on each August 15 of the years and in the respective principal amounts, set forth in the following schedule:

Term Certificates due August 15, 20[]

Mandatory Redemption Date: 8/15/20[]	Principal Amount: \$[],000
Mandatory Redemption Date: 8/15/20[]*	Principal Amount: \$[],000

* Stated Maturity

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST THIRTY days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

IF AT THE TIME OF MAILING OF NOTICE OF REDEMPTION there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the principal denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the Surplus Revenues of the Issuer's park and recreation system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said Surplus Revenues of the Issuer's park and recreation system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms

and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the Town Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
Town Secretary

(signature)
Mayor

(SEAL)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

U.S. Bank National Association
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

Please insert Social Security or Taxpayer Identification Number of Transferee

Please print or type name and address, including zip code of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(b) Initial Certificate Insertions

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE TOWN OF HICKORY CREEK, TEXAS, in Denton County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Dates, in the Principal Amounts and bearing interest at the Interest Rates per annum set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
--------------------------	-----------------------------	---------------------------

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date above, at the respective Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2021, to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this

Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

EXHIBIT B

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the order, ordinance or resolution (the "Authorizing Document") authorizing the issuance and sale of any tax-exempt debt such as the Certificates (the "Obligations"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of such Obligations.

I. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Issuer's Town Secretary/Finance Director (such officer, together with other employees of the Issuer who report to or such officer, is collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

1. Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:
 - a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;
 - b. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
 - c. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and
 - d. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.
2. Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.
3. Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:
 - a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

- b. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
 - c. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).
- 4. Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:
 - a. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;
 - b. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
 - c. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired;
 - d. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
 - e. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

II. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Obligations does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

- 1. Develop procedures or a "tracking system" to identify all property financed with Obligations;
- 2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
- 3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public:
 - a. has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;
 - b. has a right to use the output of the Project (e.g., water, gas, electricity); or
 - c. has a right to use the Project to conduct or to direct the conduct of research;
- 4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the Project or any other contractual right granting an intangible benefit;
- 5. Monitor and record whether, at any time the Obligations are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and
- 6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

III. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

IV. Responsible Person. A Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Issuer whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.



October 19, 2020
AVO 37638.200

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

**RE: Hundley Area of Hickory Creek Estates, Lot 7 – Replat
2nd Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received a Replat application for Lot 7 of the Hundley Area of Hickory Creek Estates on October 8, 2020. A revised plat was submitted on October 16. The surveyor is KAZ Surveying, and the owner is Loyed Ezzell and Trenna Ezzell.

Halff has no further comments and recommends approval of the Replat.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Lee Williams", is written over a faint, larger blue signature.

Lee Williams, PE
Town Engineer

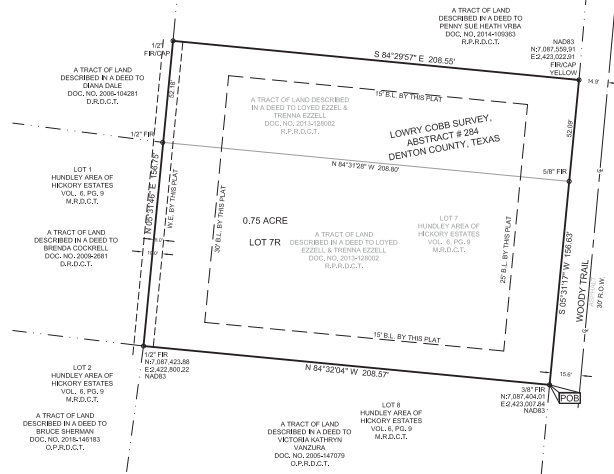
C: Kristi Rogers – Town Secretary
John Smith – Town Administrator



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.
2. FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE TOWN OF HICKORY CREEK, COMMUNITY NUMBER 481150 EFFECTIVE DATE 4-18-2011 AND THAT MAP INDICATES AS SCALED, THAT THIS PROPERTY IS WITHIN NON-SHADED ZONE "X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR)" AS SHOWN ON PANEL 535 G OF SAID MAP.
3. THE PURPOSE OF THIS REPLAT IS TO CREATE 1 LOT OF RECORD FROM 1 TRACT AND 1 LOT.
4. BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
5. NO VISIBLE GAS PIPELINES WERE OBSERVED NEAR THE SUBJECT PROPERTY AT THE TIME OF THIS SURVEY. NO GAS WELLS ARE WITHIN 1,000 FEET OF THE SUBJECT PROPERTY.



RECOMMENDED FOR APPROVAL

CHAIRMAN, PLANNING AND ZONING COMMISSION
TOWN OF HICKORY CREEK, TEXAS

DATE

APPROVED AND ACCEPTED

MAYOR, TOWN OF HICKORY CREEK, TEXAS

DATE

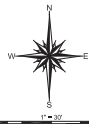
THE UNDERSIGNED, THE TOWN SECRETARY OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING REPLAT OF THE HUNDLEY AREA OF HICKORY ESTATES ADDITION TO THE TOWN OF HICKORY CREEK WAS SUBMITTED TO THE TOWN COUNCIL ON THE _____ DAY OF _____, 2020, AND THE COUNCIL, BY FORMAL ACTION, THEN AND THERE ACCEPTED THE DEDICATION OF STREETS, ALLEYS, PARKS, EASEMENTS, PUBLIC PLACES, AND WATER AND SEWER LINES, AS SHOWN AND SET FORTH IN THE UPON SAID PLAT AND SAID COUNCIL FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HEREIN NAME AS HEREIN ABOVE SUBSCRIBED.

WITNESS MY HAND THIS _____ DAY OF _____, 2020

TOWN SECRETARY
TOWN OF HICKORY CREEK, TEXAS

LEGEND

INST. NO. = INSTRUMENT NUMBER
NAD 83 = NORTH AMERICAN DATUM 1983
R.O.W. = RIGHT OF WAY
POB = POINT OF BEGINNING
FIR = FOUND IRON ROD
FIRCAP = FOUND IRON ROD W/CAP
SIR = SET IRON ROD W/CAP
P.R.D.C.T. = PLAT RECORDS DENTON COUNTY TEXAS
P.L.D.C.T. = PLAT RECORDS DENTON COUNTY TEXAS
W.L. = WATERLINE EASEMENT
B.L. = BUILDING LINE
C = CENTERLINE



SURVEYOR:

KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TEXAS 76205
PHONE: (840) 382-3446
TBPLS FIRM #10002100

OWNER:

LOYED EZZELL and TRENNIA EZZELL
121 WOODY TRAIL
HICKORY CREEK, TX 76055
PHONE: (469) 371-2587

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, LOYED EZZELL and TRENNIA EZZELL, are the owners of all that certain lot or tract or parcel of land lying and being situated in Denton County, Texas, and being situated in the Lowry Cobb Survey, Abstract Number 284, and being all of Lot 7 of Hundley Area of Hickory Creek Estates, an addition to the Town of Hickory Creek, Denton County, Texas, according to the Plat thereof recorded in Cabinet A, Page 133, Plat Records of Denton County, Texas, and being all of that 0.25 of an acre tract of land described in a deed to Loyed Ezzell and Trennia Ezzell, Document Number 2015-126002, Real Property Records of Denton County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a 3/8 Inch iron rod found in the West line of Woody Trail, a 30 foot right-of-way, and also being the Northeast corner of a Lot 8 of said Hundley Area of Hickory Creek Estates Addition;

THENCE along the common line of said Lot 7 and said Lot 8, North 84 degrees 32 minutes 04 seconds West, a distance of 208.57 feet to a 1/2 inch iron rod found, being the Northwest corner of said Lot 8, and also being the Southeast corner of Lot 1 of said Hundley Area;

THENCE along the common line of said Lot 7 and said Lot 1, North 05 degrees 31 minutes 46 seconds East, passing a 1/2 inch iron rod found at 105.57 feet, being the Southeast corner of a tract of land described in a deed to Diana Dalk, Document Number 2006-104281, Deed Records of Denton County, Texas, and continuing along the same course for a total distance of 156.75 feet to a 1/2 inch capped iron rod found;

THENCE along the common line of this and a tract of land described in a deed to Penny Sue Heath VRBA, Document Number 2014-109363, Real Property Records of Denton County, Texas, South 84 degrees 29 minutes 57 seconds East, a distance of 208.55 feet to a capped iron rod found in the West line of said Woody Trail, being the Southeast corner of said Penny Sue Heath VRBA tract;

THENCE along said West line of Woody Trail, South 05 degrees 31 minutes 17 seconds West, passing a 5/8 Inch iron rod found at 52.09 feet, being the Northeast corner of said Lot 7, and continuing for a total distance of 156.63 feet to the PLACE OF BEGINNING and containing 0.75 of an acre of land more or less;

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

LOYED EZZELL and TRENNIA EZZELL, DO HEREBY ADOPT THIS MINOR PLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS: HUNDLEY AREA OF HICKORY ESTATES ADDITION, AN ADDITION TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS AND DOES HEREBY DEDICATE TO PUBLIC USE FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

LOYED EZZELL DATE

TRENNIA EZZELL DATE

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED LOYED EZZELL and TRENNIA EZZELL, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____ COUNTY

MY COMMISSION EXPIRES ON _____

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS.

_____ / / 2020
KENNETH A. ZOLLINGER R.P.L.S. # 6312 DATE

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS ____ DAY OF _____, 2020.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES 08/14/2023.



REPLAT
HUNDLEY AREA OF HICKORY
ESTATES ADDITION
LOT 7R
BEING 0.75 OF AN ACRE IN THE LOWRY COBB SURVEY,
ABSTRACT NUMBER 284, IN THE TOWN OF HICKORY
CREEK, DENTON COUNTY, TEXAS
DATE PREPARED: 10-16-2020



**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-1026-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A MUNICIPAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND ALLIED WASTE SYSTEMS, INC. D/B/A REPUBLIC SERVICES OF LEWISVILLE; 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 Municipal Solid Waste and Recycling Collection Agreement by and between the Town of Hickory Creek, Texas and Allied Waste Systems, Inc. d/b/a Republic Services of Lewisville (hereinafter the "Agreement") to provide for collection, transportation, and disposal of certain solid waste and recycling materials within Hickory Creek, Texas, 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 26th day of October, 2020.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

MUNICIPAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT

This **Solid Waste and Recycling Collection Agreement** ("Agreement") is entered into as of the day of Effective Date, between the **Town of Hickory Creek**, ("Town"), a Texas general law municipality, acting by and through its duly authorized Mayor, and **Allied Waste Systems, Inc. dba Republic Services of Lewisville** ("Contractor"), a Delaware corporation, acting by and through its duly authorized representative. Town and Contractor are referred to hereafter as "the Parties" and individually as "Party".

WITNESSETH:

WHEREAS, on or about October 26, 2018, the Town of Hickory Creek accepted the Consent to Assignment of its Municipal Solid Waste Collection and Transportation Agreement to Republic Services of Lewisville. The Town and the Contractor find and determine it is in the best interests of the Parties to extend the Original Agreement, provided in the terms of this Agreement.

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

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

NOW, THEREFORE, for and in consideration of the promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS: As used in this Agreement, the following words and phrases shall have the following meanings unless a different meaning is clearly intended by the context:

- 1.01 **Bag or Bags:** Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed fifty (50) pounds.
- 1.02 **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs which are greater than four (4) feet in length, and specifically excludes debris resulting from services of a Commercial Service Provider.
- 1.03 **Bulky Waste:** White Goods, furniture, loose brush greater than four (4) feet in length or six (6) inches in diameter, or fifty (50) pounds in weight, auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.
- 1.04 **Bundle or Bundles:** Tree, shrub and brush trimmings or unrecycled newspapers and magazines securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, or fifty (50) pounds in weight.

- 1.05 **Cart or Carts:** Collectively, Polycarts and Recycling Carts
- 1.06 **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or private, within Town's corporate limits.
- 1.07 **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.
- 1.08 **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.
- 1.09 **Commercial Service Provider:** A commercial business enterprise or commercial service provider.
- 1.10 **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.11 **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the byproducts of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.12 **Container:** A receptacle with a capacity of not less than eighteen (18) gallons but less than 50 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.
- 1.13 **Contract Administrator:** Town's Administrator or designee responsible for actively interacting with Contractor to achieve this Agreement's objectives; monitoring this Agreement to ensure Contractor's compliance; receiving and maintaining Contractor reports; addressing Agreement- related problems on behalf of Town; incorporating necessary modifications or changes into this Agreement; mediating and expediting timely resolution customer/Contractor issues; and other duties necessary to implement this Agreement.
- 1.14 **Customer:** The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit located within Town and identified by Town as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.15 **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.16 **Disposal Site:** A refuse depository for the processing or final disposal of refuse including but not limited to municipal solid waste landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction selected by Contractor and approved by Town, which approval shall not be unreasonably withheld or denied.

Town agrees that the Camelot Landfill located in Lewisville, Texas, and owned by the City of Farmers Branch constitutes an approved Disposal Site.

- 1.17 **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.
- 1.18 **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.19 **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §001, et. seq., as amended or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 1.20 **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within Town's corporate limits.
- 1.21 **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.
- 1.22 **Medical Waste:** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 1.23 **Polycart:** A rubber-wheeled receptacle with a maximum capacity between 90 gallons and 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals.
- 1.24 **Qualified Disabled or Elderly Person:** A person who, by virtue of age or disability, would, in the reasonable determination of the Contract Administrator, suffer a hardship if required to place a Polycart at the street for curb-side collections.
- 1.25 **Recyclable Materials:** A used and/or discarded material capable of successful processing and sale on the commodity market that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if

any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person abandoning or disposing of such material.

Recyclable Materials are classified as follows:

- (a) "Acceptable Material" means the materials listed in Section 7.05 below; and
- (b) "Unacceptable Material" means the materials listed in Section 7.06 below.

All Recyclable Materials collected for delivery and sale by Contractor shall be hauled to a processing facility selected by Contractor for processing ("Recycling Services").

- 1.26 **Recycling Cart:** A new or used plastic receptacle, designed for curbside collection of Recyclable Materials, with a capacity of not less than 64 gallons.
- 1.27 **Refuse:** Same as Rubbish.
- 1.28 **Residential Unit:** A residential dwelling within Town's corporate limits occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied to the unit. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling unit within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.29 **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.
- 1.30 **Roll-off Bin:** Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20 cubic yard, 30 yards or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.
- 1.31 **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.32 **Solid Waste:** Any nonhazardous solid waste generated at Town's locations that is not excluded by the provisions of this Agreement including Garbage, Rubbish, Refuse, and other discarded material, including solid resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
 - (a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;

- (b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
 - (c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or depressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.), or Unacceptable Waste.
- 1.33 **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste or gaseous material, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (1-1) any other waste defined by Texas law, rule or regulation as "Special Waste".
- 1.34 **Term or Term of this Agreement:** Collectively, the Initial Term as defined in Section 3.01 and all Renewal Terms as defined in Section 3.02.
- 1.35 **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.
- 1.36 **Unusual Accumulations:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes or weights permitted by this Agreement or placed outside a Polycart except as permitted by this Agreement, and, as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.
- 1.37 **Waste:** All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.
- 1.38 **White Goods:** Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires), scrap metal, copper, and other similar domestic and commercial large appliances.

2. GRANT OF EXCLUSIVE FRANCHISE

2.01 **Grant of Franchise:** Subject to the terms of this Agreement and except as otherwise stated in this Agreement, Contractor is hereby granted the exclusive right and privilege within Town's corporate limits to collect Waste and Recyclable Materials from Residential Units to the extent Town is allowed by law to grant such privilege and to dispose of such Waste at the Disposal Site. All Residential Unit, Commercial Unit, and Industrial Unit Customers shall utilize Contractor's services pursuant to this Agreement.

2.02 **Franchise Fee:** As consideration for the franchise granted hereby, Contractor pay to Town a franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder to Residential Units, Commercial Units and Industrial Units. Contractor in an amount equal to ten percent (10%) of Contractor's Gross Revenues for all Residential Waste, Commercial Waste and Industrial Waste conducted pursuant to this Agreement. Contractor shall pay Town the Franchise Fee attributable to the amount collected during a calendar month not later than the last business day of the next calendar month. For purposes of calculating the Franchise Fee, "Gross Revenues" means all revenues collected by Contractor for all services from its operations in Town pursuant to this Agreement, including, but not limited Base Rates, reinstatement fees, and replacement charges, but excluding any state and local sales tax collected.

3. TERM

3.01 **Initial Term:** The Initial Term of this Agreement ("the Initial Term") shall commence October 1, 2020, ("Commencement Date") and, unless terminated earlier or extended as provided in this Agreement, shall terminate on at 11:59:59 p.m. Central Time on September 30, 2025.

3.02 **Renewal Terms:** The Term of this Agreement shall automatically extend without further action of the Parties for additional periods of five (5) years each (each being a "Renewal Term") commencing at Midnight Central Time on the October 1st following the last day of the Initial Term and each Renewal Term, the first Renewal Term commencing at Midnight Central Time on October 1, 2025, unless, not later than the April 1st prior to the end of the Initial Term or the then current Renewal Term, either Party notifies the other Party in writing of the Party's desire to terminate this Agreement at the conclusion of the then current Term of the Agreement.

4. RATES

Contractor is authorized to charge to Customers the rates set forth on Exhibit A attached hereto and incorporated herein by reference ("Base Rates") for the Collection Services provided by Contractor and described in this Agreement.

5. **CONTRACTOR SERVICES**

5.01 **Residential Collection:**

(a) **Residential/Commercial Hand Collect Collection:**

(1) Contractor shall collect Residential Waste generated at a Residential Unit and laced in that Residential Unit's Polycart once per week during the Term of this Agreement subject to the following:

- (i) ~~Each Residential Unit shall be allowed to place two (2) additional Bags of additional Residential Waste outside the Polycart, when the Polycart is full;~~
- (ii) Polycarts placed for collection shall be placed by a Residential Unit Customer in a location that is readily accessible to Contractor and its collection equipment not exceeding three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block a driveway or mailbox or otherwise inhibit proper servicing. Town shall aid Contractor in resolving problems of Polycart location by a Customer;
- (iii) Customers shall not overload Polycarts and shall load the Polycarts such that lids can be securely closed;
- (iv) ~~If more than two (2) additional Bags of Residential Waste is consistently generated and placed curbside outside the Polycart of a Residential Unit, such Residential Unit Customer will be required to obtain a second Polycart at the rate set forth in Exhibit A;~~
- (v) The collection date for Residential Unit service shall be Thursday of each week; provided, however, subject to the approval of Town, which shall not be unreasonably withheld, Contractor may request in writing a permanent change in residential collection days based on specific changed circumstances, which change shall not become effective more than ninety (90) days after the date that Contractor mails notice of an approved change to Customers, unless a shorter notice period is authorized by Town; and
- (vi) Contractor shall not be required to collect (a) any Residential Waste that is not placed in a Polycart, (b) any Residential Waste from a Polycart that is overloaded, or (c) a Polycart that is not properly placed curbside.

(2) Contractor shall pick up Residential Waste and Recyclables generated at a Residential Unit occupied by a Qualified Disabled or Elderly Person by hand from the front door of the Residential Unit. Town shall determine who constitutes a Qualified Disabled or Elderly Person based on a review of applications submitted on a form prescribed by Town and regularly provide to Contractor an updated list of Residential Units occupied by Qualified Disabled or Elderly Persons.

(3) Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit once per week.

(4) Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste and shall be collected pursuant to Section 5.02 below. Construction Debris generated at a Residential Unit by the owner or tenant of

that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

- (5) Contractor shall not be obligated to collect a Polycart which, inclusive of the Waste placed in the Polycart, exceeds a weight of 175 pounds.

- (b) **Brush/Bulky Waste Collection:** Contractor shall collect Bulky Waste and Bundles generated at each Residential Unit subject to the following:

- (1) Collection shall be # per week/month on day's of each week/month during the term of this Agreement;
- (2) Contractor shall be obligated to collect up to, but no more than, cubic yards of Bulky Waste or Bundles per from each Residential Unit;
- (3) Contractor shall not be required to collect Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at a Residential Unit;
- (4) Brush must be cut and tied and placed in a Bundle; and
- (5) Bulky Waste and Brush Bundles must be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle for purpose of collecting the Bulky Waste and/or Brush Bundle.

- (c) **Recyclable Collection:** Contractor shall collect Recyclable Materials placed in Recyclable Containers from Residential Units subject to the following:

- (1) Recyclable Materials shall be collected per on Thursdays;
- (2) Contractor may, but shall not be required to, collect any Recyclable Materials that are not placed in a Recycling Container;
- (3) Recycling Carts shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not exceeding three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. Town shall aid Contractor in resolving problems of Recycling Cart location by Customer; and
- (4) Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

- (d) **Carts:**

- (1) Contractor shall deliver a new Republic Services Polycart to each Residential Unit Customer not later than 30 days after the Commencement Date at no charge to the Customer. Each Residential Customer shall be entitled to obtain a second Polycart at the additional rate set forth in Exhibit A.
- (2) Contractor shall deliver a new Republic Services Recycling Cart to each Residential Unit not later than 30 days after the Commencement Date.

- (3) Carts furnished by Contractor to a Customer shall remain the property of Contractor, and Customer and Town will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. Customer, and not Town, shall be responsible to Contractor for all loss or damage to the Carts delivered to the Customer, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the Carts. Any Cart removed from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation from Customer for such loss. In the event a Cart should be lost or damaged, Contractor may require replacement of such lost or damaged Cart with a new Cart at a cost equal to Contractor's actual cost of such Cart.

5.02 Commercial and Industrial Collection: Contractor shall have the exclusive right to collect and transport Commercial Waste and Industrial Waste from Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer or Industrial Unit Customer. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers and Industrial Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement. The foregoing shall include waste generated at temporary construction sites, unless otherwise prohibited by law.

5.03 Municipal Collections: Contractor shall provide to the Town, at no additional cost to the Town, the following containers, at the following locations, with the following frequency of collection.

Location	Collection Frequency	Quantity	Size
Town Hall	1x/week	1	6 YD
Public Works	2x/week	1	6 YD
Town Parks (total)	2x/week	2	6 YD

5.04 Unusual Accumulations Collection: Contractor shall have no obligation to collect Unusual Accumulations outside the scope of this Agreement for Residential Units. Commercial or Industrial Unit Customers with more than one (1) cubic yard of Solid Waste overflow will be documented and Contractor will contact the Commercial or Industrial Unit Customer to adjust the Customer's container size or frequency of service based on the amount of the overflow. If the Customer chooses not to voluntarily adjust the Customer's container size or frequency of service and continues to overfill its Containers or Roll-Off Bins, Contractor shall be authorized to charge an overflow fee of \$35.00 per cubic yard as set forth in Exhibit A, inclusive of the Town's Franchise Fee.

5.05 Special Waste: Contractor is not required to accept, transport or manage any Special Waste.

5.06 Unacceptable Waste: Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor and liability for any Unacceptable Waste shall remain with the generator of such Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Waste Container that contains the Unacceptable Waste. In such situations, Contractor shall contact Town, and Town shall promptly undertake appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of by the depositor or generator of the Unacceptable Waste. In the event Unacceptable Waste is present but not

discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with Applicable Law and charge the depositor or generator of such Unacceptable Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Unacceptable Waste. Town shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Unacceptable Waste and to collect the costs incurred by Contractor in connection with such Unacceptable Waste. Subject to Town's providing all such reasonable assistance to Contractor, Contractor hereby releases and holds Town harmless from any liability for any such costs incurred by Contractor in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined Town is the generator of the Unacceptable Waste.

6. COLLECTION OPERATION

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

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

6.03 Holidays: Contractor shall not be required to perform any Collection Services on New Year's Day, Thanksgiving Day, and Christmas Day ("the Holidays"). Contractor shall provide make-up collection days for residential routes that occur on the Holidays on the next business day following the Holiday.

6.04 Complaints: Customer complaints shall be directed by Town to Contractor. Contractor shall promptly resolve complaints based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by Town, and shall provide Town with copies of all complaints indicating the date, time and hour of the complaint, nature of the complaint, and the manner and timing of its resolution for each calendar month not later than the fifteenth (15th) day of the following calendar month. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, Town shall take appropriate action to notify such Customer of the manner for properly setting out Waste for collection.

6.05 Collection Equipment:

- (a) Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport Waste from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks. Contractor's equipment shall not be allowed to leak or scatter any Waste either within Town's corporate or while in route to the Disposal Site.

(b) All motor vehicles used by Contractor in the performance of this Agreement shall:

- (i) not be older than 10 model years;
- (ii) be clearly marked with the Contractor's name and unit number;
- (iii) contain no advertising;
- (iv) at all times be kept in good repair and appearance.

Town may inspect Contractor's vehicles at any time to ensure compliance with this Agreement.

6.06 **Disposal:** Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.

6.07 **Spillage:** Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.

6.08 **Vicious Animals:** Contractor's employees shall not be required to expose themselves to the dangers of vicious animals to accomplish Refuse collection service. Contractor shall immediately notify Town in writing of such condition and of the inability to complete collection of Waste from a Customer because of a vicious animal at that location.

6.09 **Protection from Scattering:** Each of Contractor's vehicles shall be equipped with a cover which may be net with mesh not greater than one and one-half (1 1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded to scatter Refuse.

6.10 **Point of Contact:** All dealings and contacts between Contractor and Town shall be directed between Contractor's Municipal Services Manager, or such other individual identified by Contractor, and the Contract Administrator designated by Town.

6.11 **Street Damages:** Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by mutual agreement of Town and Contractor. At no time shall Contractor, its subcontractors, or their respective employees operate a vehicle in the Town's limits that:

- (a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
- (b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling, if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse Town for all costs related to Town's repair of damages determined by mutual agreement to be Contractor's responsibility pursuant to this Section 6.11.

6.12 Contractor's Employee's. Contractor's officers, employees, or agents assigned to perform collection services to Customers pursuant to this Agreement shall:

- (a) at all times when collecting Waste Materials and/or Recyclable Materials, wear uniforms and carry identification identifying themselves as employees of the Contractor;
- (b) possess at all times the appropriate State of Texas operator's license for the vehicle being operated when driving any vehicles used in connection with the performance of this Contract;
- (c) never identify themselves, or in any way represent themselves, as being employees or agents of Town;
- (d) not possess or consume alcoholic beverages or controlled substances while on duty or in the course of performing duties under this Contract, and Contractor shall maintain and enforce a policy consistent with this prohibition.

7. SPECIFICATIONS AND PRICING FOR RECYCLING SERVICES

7.01 Town's Duty: Town shall make a commercially reasonable effort to educate its Customers regarding Acceptable Materials and Unacceptable Materials and to encourage Customers to place only Acceptable Materials in Recycling Carts.

7.02 Collection and Processing: Contractor shall collect and process Recyclable Materials from Residential Units. Town's Collection rate assumes that, on average, Town's Recyclable Material consists of no more than 20% Unacceptable Material (the "Unacceptable Material Threshold").

7.03 Right to Inspect/Audit: Contractor may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Contractor's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Contractor will notify Town of the issue and the Parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of Town's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection rate commensurate with the composition of Unacceptable Material.

7.04 Changes in Market Conditions: If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Material, Contractor may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to Town accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

7.05 Acceptable Material: All material must be empty, clean and dry. Contractor may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide Town with at least thirty (30) days' prior written notice of any such modifications.

- (a) Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- (b) Ferrous Cans - soup, coffee cans, etc.
- (c) P.E.T. plastic containers with the symbol #1 - no microwave trays

- (d) H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- (e) H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- (f) Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- (g) Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- (h) Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- (i) Kraft Paper Bags
- (j) Old Corrugated Containers (OCC) - no wax coated
- (k) Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- (l) Aseptic Cartons - Juice boxes, gable top milk and juice containers, soymilk and soup cartons
- (m) Glass beverage containers - Flint (clear), Amber (brown), Emerald (green)

7.06 **Unacceptable Material:** Contractor may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide Town with at least thirty (30) days' prior written notice of any such modifications.

- (a) Yard Waste
- (b) Styrofoam
- (c) Pizza Boxes, unless free of any food or grease residue
- (d) Food
- (e) Any liquids
- (f) Diapers
- (g) Clothing/textiles
- (h) Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- (i) Plastic containers with #3, #4, #6, or #7 on them or no # at all
- (j) Mirrors, window or auto glass, light bulbs, ceramics
- (k) Oil or antifreeze containers
- (l) Coat hangers
- (m) Paint cans
- (n) Medical Waste/Sharps
- (o) Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

8. **LICENSE AND TAXES**

Contractor shall obtain at its sole expense all licenses and permits required by Town and the State of Texas and shall maintain same in full force and effect during the entire Term of this Agreement.

9. **BILLING; INVOICING**

9.01 **Customer Invoicing and Payment:** Contractor shall invoice Residential Units, Commercial Units and Industrial Units. Contractor shall directly bill Residential Unit Customers, on a quarterly basis, in advance for services to Residential Units. Contractor may require Customer to pay all invoices in full not later than thirty (30) days after receipt by such Customer and to cause Customers with delinquent payments to pay interest on amounts that are past due more than thirty (30) days at the highest rate permitted by law.

9.02 **Delinquent Accounts:** Contractor shall provide Town a list of all Residential Unit Customers that have failed to pay Contractor for waste collection services for the prior calendar month. Contractor shall have the right to cease servicing any Residential Unit, Commercial Unit or Industrial Unit that is delinquent in its payment to Contractor more than thirty (30) days. Contractor shall also be

entitled to charge a Customer whose service has been suspended a reinstatement fee as set forth in Exhibit A.

10. RATES FOR SERVICES; RATE ADJUSTMENTS; ADDITIONAL FEES AND COSTS

10.01 Rates for Services: Contractor may charge Customers rates for Services provided by Contractor pursuant to this Agreement in the amounts set forth in Exhibit A, attached hereto and incorporated herein by reference, subject to the rate adjustments and additional fees and costs set forth herein.

10.02 Annual Rate Adjustments: Contractor shall charge for services provided pursuant to this Agreement during the Initial Term no more than the Base Rates set forth on Exhibit "A". Contractor shall have the right to increase the rates for all Services provided pursuant to this Agreement during each anniversary of the Commencement Date, with such increase to be effective on the first day of each year of the contract term in an amount not to exceed 3.5% or the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). The base CPI differential used shall be for the preceding twelve (12) month period. At no time shall the base index used to calculate the differential be older than the most recently available twelve (12) month period.

Contractor shall provide Town a copy of the adjusted rate schedule no less than thirty (30) days prior to each anniversary of the Commencement Date.

11. TOWN'S OBLIGATIONS

Town agrees to:

- (a) Designate the Contract Administrator, who shall communicate Town decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) When applicable, notify Contractor of Customers to be added or dropped from Contractor services, or of any change in Customer service;
- (c) To the extent allowed by law, require all Residential Unit, Commercial Unit, and Industrial Unit Customers to utilize Contractor's services pursuant to this Agreement;
- (d) Timely inform Contractor of complaints made by Customers;
- (e) Work with Contractor in good faith to resolve complex Customer service issues; and
- (f) Cooperate with Contractor to educate Customers to encourage, promote and obtain proper Waste disposal as required by this Agreement, including educating Residential Unit Customers to assure proper and timely set out, and proper recycling techniques to minimize contamination.

12. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. Nothing in this Agreement shall be construed in any manner to abridge the right of Town to pass or enforce necessary police and health regulations for the protection of its inhabitants. If Town calls the attention of Contractor to any such violations on the part of Contractor, its officers, agents, employees,

contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

13. OFFICE

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

14. ENFORCEMENT

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

15. TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by Contractor without the written consent of Town, which consent shall not be unreasonably withheld. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without Town's consent. No assignment of this Agreement by Contractor, whether made with or without Town's consent, shall be enforceable against Town unless such assignment is in a writing signed by the assignor and assignee where the assignee has agreed to assume all of Contractor's rights and obligations set forth in the Agreement.

16. LANDFILL CAPACITY

Contractor shall have and maintain during the term of this Agreement access to a Disposal Site with adequate capacity to dispose of all Waste collected from Customers.

17. TERMINATION

If either Party breaches any material provision of this Agreement and such breach is not substantially cured on or before the thirtieth (30th) day after receipt of written notice from the non-breaching Party specifying such breach in reasonable detail (the "Default Notice"), the non-breaching Party may terminate this Agreement not earlier than thirty (30) days after delivery of written notice of termination (the "Termination Notice") to the breaching Party. However, if the breach cannot be substantially cured within thirty (30) days after delivery of the Default Notice, this Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, Town shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date, Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement.

18. **DISPUTE RESOLUTION**

The Parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the Parties under or relating to this Agreement that is not amicably settled shall be submitted to non-binding mediation. If the Parties remain unable to resolve the controversy through mediation, then, subject to Section 27, either Party may pursue the Party's claim, dispute, disagreement or controversy in a court in Denton County, Texas.

19. **FORCE MAJEURE**

The performance of this Agreement may be suspended, and the obligations of either Party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean, except for Town's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a Party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected Party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter.

The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Agreement. In the event of increased volume due to a Force Majeure event, the Parties shall negotiate the additional payment to be made to Contractor. Further, Town shall grant Contractor variances in routes and schedules as deemed necessary by Contractor to accommodate collection of the increased volume of Waste Materials.

20. **STORM DEBRIS; DISASTER MANAGEMENT PLAN**

20.01 **Storm Debris Management:** Contractor and Town understand and agree that, in the event of a hurricane, tornado, major storm, or natural disaster, Contractor shall comply with the terms and provisions of the Disaster Management Plan as follows:

- (1) Town has the right to contract with any contractor or entity of its choice or as may be required by the Federal Emergency Management Agency to provide Disaster or Storm Debris services within Town after a Disaster or Storm Event.
 - (2) For purposes of this Agreement, "Disaster or Storm Event" shall mean an event, such as a tornado, hurricane, wildfire, ice or hail storm, war, riot, act of terrorism, or other Act of God that results in the generation of higher than normal volumes of Yard Waste, Bulky Waste, or Solid Waste by Residential Units, Commercial Units, or Industrial Units and that requires additional equipment, manpower, or resources beyond that which is included within this Agreement to collect and manage.
 - (3) For purposes of this Agreement, "Disaster or Storm Debris" shall mean debris, such as Yard Waste, Bulky Waste, or Solid Waste, generated by Residential Units, Commercial Units, or Industrial Units as a direct result of a Disaster or Storm Event and that require collection and disposal and/or handling.
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20.02 Disaster Management Plan: Contractor and Town understand and agree that, in the event of a Disaster or Storm Event, Contractor shall comply with the terms and provisions of the Disaster Management Plan as follows:

- (1) Contractor would designate a local Contractor employee as its Disaster or Storm Event ("Event") representative to act as the lead contact and liaison with the Town in responding to the Event. Contractor would request that this employee be designated as a member of the Town's office of emergency management team to ensure seamless communication in coordinating Contractor's response. Contractor's designated representative would coordinate with both Contractor operations personnel and the Town in responding to the Disaster or Storm Event.
- (2) Once the Town declares it safe, Contractor operational personnel will, with the assistance of Town staff, perform an assessment of the scope and impact of the Disaster or Storm Event and will begin putting together a plan and/or recommendations to perform cleanup services. Contractor's ability to assimilate the necessary equipment and labor in order to respond to the Disaster or Storm Event will be driven, in large part, by the size of the Event, the extent of the damage caused by the Disaster or Storm Event, weather factors, citizen reaction, and the accessibility of streets. The type, size, and number of vehicle(s) needed to perform the clean-up services will be influenced by the amount of debris generated, the size of the debris, Special Waste mixed into the debris, and access to the areas needing clean-up. As such, each Disaster or Storm Event may require the use of a different type of collection vehicle to perform removal services and the costs will vary based on the type of vehicle deployed.
- (3) Once Contractor's initial assessment has been completed, Contractor will provide a letter or report to the Town's designated representatives regarding the scope of the Disaster or Storm Debris clean-up that Contractor believes is necessary. Typically, the full scope and extent of such a clean-up cannot be reasonably determined until at least seventy-two (72) hours after the Disaster or Storm Event has occurred.
- (4) Contractor can contract with specialized disaster clean-up companies to assist with the effort if requested by the Town. Contractor can act as the contractor for the Town, if requested, and take responsibility for managing these subcontractors and their activities.

20.03 Contract Rates for Contractor to Provide Disaster or Storm Debris Event Services:

Collection Truck Rate:

- a. Rear-end loader - \$150/per hour
- b. Grapple truck - \$150/per hour

Disposal Cost: To be negotiated with the disposal facility that will be used to receive the Event debris. The disposal rate will be passed through to the Town.

Container Rates: The container rates will be the same price as listed in Exhibit A.

The hourly Collection Truck Rate will be adjusted annually by the same percentage that the base rates for Commercial Solid Waste Services. This Plan does not obligate Contractor to provide the Disaster or Storm Debris services set forth herein for Disaster or Storm Events.

21. HOUSEHOLD HAZARDOUS WASTE

Republic Services will offer a Household Hazardous Waste (HHW) and Electronics program for Hickory Creek residents. This program provides residents with responsible and convenient curbside disposal options to prevent potential harm to the environment and their homes. This program will not service any commercially-generated HHW materials. Except as expressly provided herein for HHW, Contractor shall reject contaminated wastes at the source.

1. **Scheduling Procedures:** At least thirty (30) days in advance of the Commencement Date, Contractor shall submit for approval to the Contract Administrator a procedure for scheduling service consistent with the following requirements:

- a. Customers may email or call Republic's Lewisville office to schedule a pick-up.
- b. Contractor shall return emails and voicemails within one (1) Business Day of customer leaving the voicemail or sending the e-mail.
- c. Contractor shall mail a Collection Kit to each Customer, at no cost to either the Customer or City, within two (2) Business Days of scheduling the service appointment.

2. **Set-out Procedures:** At least thirty (30) days in advance of the Commencement Date, Contractor shall submit for approval to the Contract Administrator a procedure for set-out of HHW consistent with the following requirements:

- a. Customer shall place Medical Sharps/Waste in a medical puncture-proof container. In addition, Customers shall place Medical Sharps/Waste in bags provided in Collection Kit.
- b. Customer shall place the Household Hazardous Waste and Electronics collection bags on the ground at the front of the residence that is visible to the driver OR curbside on the street. Items cannot be placed in alleyways.
- c. Customer shall place electronic items, auto batteries, fluorescents, and materials that do not fit inside the collection bags beside the items inside collection bags.

3. Acceptable Items:

Household Hazardous Waste

- Paint: latex, oil-based
- Paint-thinners, gasoline, solvents, kerosene
- Cooking oils
- Oil, petroleum-based lubricants, automotive fluids
- Ethylene glycol, antifreeze
- Yard chemicals: pesticides, herbicides, fertilizers
- Aerosols
- Mercury and mercury equipment
- Batteries: lead acid, alkaline, NiCad
- Light bulbs: fluorescents, compact fluorescents (CFL), high-intensity
- HID Lamps
- Pool chemicals
- Cleaners: acidic & basic, bleach, ammonia, drain openers, soaps
- Resins & epoxy
- Medical Sharps and Medical Waste
- Propane, helium, and freon cylinders

Electronic Waste

- Televisions, Monitors, VCRs, DVD players
- Computers, Laptops, Handhelds, iPads
- Telephones, Fax Machines
- Keyboards & Mice
- Scanners, Printers, Copiers

4. Unacceptable Waste:

- Commercially-generated HHW or Electronics
- Radioactive compounds
- Smoke detectors
- Ammunition
- Explosives
- Tires
- Asbestos
- PCBs (polychlorinated biphenyls)
- Pharmaceuticals or controlled substances
- Biological or infectious wastes
- Fire Extinguishers
- Leaking or Unidentified Containers
- Furniture (goes to regular trash)
- Appliances (goes to regular trash)
- Dried paint (goes to regular trash)
- Empty containers (goes to regular trash)

22. OTHER SERVICES

22.01 No Cost Services: Contractor shall provide to Town, at no additional cost to Town:

- An education campaign to Town's residents, including but not limited to: changes to weekly service, magnet with calendar of service/holidays/customer service contact, recycle presentations to schools and/or citizen groups, notice of non-collection tags, annual newsletter, website which includes service offerings, and/or annual presentation to Town council; and Event boxes for Town events;
- Between Memorial Day and Labor Day of each Agreement year, an additional two (2) six cubic yard Dumpsters, with a frequency of collection of two (2) times per week for such additional Dumpsters;
- The Disposal of 50 loads of Waste (equal to one standard pickup truck or 3 cubic yards per load) delivered by Town vehicles to the Disposal Site per Agreement year; and
- Ten (10) thirty yard Roll Off Bins, one pull each, for Town sponsored events and activities.

22.02 Contractor's Contribution – Contractor agrees to provide to the Town each year of the Agreement term a contribution of \$5,000.00 for activities to be determined by the Town.

22.03 Free Landfill Disposal: Residents of Town shall be entitled to free disposal at the Camelot Landfill located at 580 Huffines Boulevard, Lewisville, Texas. Each Residential Unit may dispose of one standard pickup truck bed (maximum 3 cubic yards) of waste, one time per month. The user of the service must present a valid driver's license and current trash bill dated within the preceding sixty (60) days with the same address showing the person resides within Town's corporate limits. The residential user may not use the free dumping privilege for disposal of non-residential or commercial waste.

Contractor shall have no liability if the operator of the Camelot Landfill refuses any loads under the free dumping privilege which violate any rules established by Contractor. Contractor, as an affiliate entity of the general partner of the operator of the Camelot Landfill, represents it has authority to represent the provisions of this Section 22(b) are enforceable against Contractor and the Camelot Landfill operator.

23. EVIDENCE OF INSURANCE

23.01 Required Insurance: During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

- (1) Workers' Compensation or other state-approved program:
 - (i) Coverage A – Statutory
 - (ii) Coverage B – Employers Liability \$1,000,000 each Bodily Injury by Accident
 - (iii) \$1,000,000 policy limit Bodily Injury by Disease
\$1,000,000 each occurrence Bodily Injury by Disease
- (2) Automobile Liability
 - (i) Bodily Injury/Property Damage Combined — Single Limit \$3,000,000
 - (ii) Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
- (3) Pollution Liability Endorsement – MCS-90 endorsement for pollution liability coverage
- (4) Commercial General Liability
 - (i) Bodily Injury/Property Damage Combined — Single Limit \$2,500,000 each occurrence
 - (ii) \$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Town and shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII.

23.02 Endorsements: All policies shall be endorsed to (i) name Town, its officers and employees as additional insureds (except for the Workers Compensation policy), (ii) waive any claim of subrogation against Town, (iii) require Town be provided not less than thirty (30) days' notice for .

23.03 **Certificate of Insurance:** Prior to the Commencement Date and upon each annual renewal of such policies, Contractor shall furnish Town with a certificate of insurance evidencing that such coverage and all endorsements are in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to Town, show the Town as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the Town (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Town.

24. INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TOWN, ITS TOWN COUNCIL, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, "THE INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURIES OR DEATH, OR THE LOSS OF OR DAMAGE TO PROPERTY, IN EACH CASE, TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS, OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND/OR SUBCONTRACTORS, BUT ONLY TO THE EXTENT SUCH CLAIMS ARE NOT THE RESULT OF THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF ONE OR MORE OF THE INDEMNITEES. TOWN, FOR ITSELF AND ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, DOES NOT BY THIS CONTRACT WAIVE ITS SOVEREIGN IMMUNITY, NOR DO TOWN OR CONTRACTOR GRANT ANY THIRD PARTY ANY BENEFICIAL RIGHTS HERETO. The indemnification provided in this Section 24 shall survive the termination or expiration of this Agreement.

25. OWNERSHIP

Title to Waste and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for Unacceptable Waste shall remain with the Customer, generator, or depositor of such Unacceptable Waste and shall at no time pass to Contractor or Town.

26. MISCELLANEOUS

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

26.02 **Prior Agreements:** This Agreement contains the entire agreement between the Parties with respect to the matter set forth herein and supersedes any existing agreement between the Parties with respect to the matters contained herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the Parties that this Agreement sets forth the full agreement of the Parties with respect to the services described herein. No change, alteration or amendment will be binding on either Party unless set forth in a document duly executed by all Parties hereto.

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

26.04 Attorney's Fees: In the event suit is filed by either Party as a result of the performance or non-performance of the terms set forth in this Agreement, notwithstanding the provisions of Chapter 271 of the Texas Local Government Code, the prevailing Party shall recover its reasonable attorney fees and court costs.

26.05 Notices: All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that either Party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other Party in the manner set forth herein.

If to the Town:

Town of Hickory Creek, Texas
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065
ATTN: Town Administrator

If to the Contractor:

Republic Services of Lewisville
551 Huffines Blvd
Lewisville, TX 75056
ATTN: General Manager

26.06 Discrimination Prohibited: Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

26.07 Appropriation; Sovereign Immunity: Town hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Agreement for so long as (i) Contractor is solely responsible for invoicing and collecting the fees for the Services provided pursuant to this Agreement directly from Customers as agreed in Section 9 and (ii) Contractor does not charge Town for the Services provided to Town pursuant to Section 5.03, and Town will not use such statute as a defense to payment hereunder. Town does not and shall not be deemed to waive its defenses and immunities, whether sovereign, governmental, official, legislative, qualified or otherwise, all such defenses and immunities being expressly retained. The Parties acknowledge and agree that this Agreement is not a contract for goods or services provided to Town and is not a "contract subject to this subchapter" as defined in subchapter I, Texas Local Government Code. Nothing in this Agreement is intended, and nothing herein shall in any way be deemed, to confer or create any rights in any person not a party to this Agreement.

26.08 Newly Developed Areas: If new areas are developed within Town's corporate limits during the Term of this Agreement, such areas shall automatically be subject to this Agreement. Town shall provide Contractor with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Contractor shall provide the Services as set forth in this Agreement in such newly developed area(s).

26.09 **No Waiver for Delay:** The failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.

26.10 **Governing Law; Venue.** This Agreement shall be interpreted and governed by the laws of the State of Texas. Venue for any suit between Town and Contractor arising from or related to this Agreement shall be in a state district court in Denton County, Texas.

SIGNED AND AGREED this _____ day of August 2020.

TOWN:

Town of Hickory Creek

By: MAYOR

CONTRACTOR:

Allied Waste Services, Inc d/b/a
Republic Services of Lewisville

BY: _____
NAME: _____
TITLE: _____

ATTEST:

Town Secretary
Town of Hickory Creek, Texas

APPROVED:

Town Attorney

EXHIBIT A

Republic Services of Lewisville

FRANCHISED CITY RATES

(includes 10% on residential, commercial and industrial)

TOWN OF HICKORY CREEK

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	TYPE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA PU
2	YD	\$ 69.22	\$ 118.36	\$ 153.88	\$ 197.91	\$ 240.35	N/A	\$128.44
3	YD	\$ 104.82	\$ 139.11	\$ 193.55	\$ 252.41	\$ 304.39	N/A	\$141.28
4	YD	\$ 138.57	\$ 225.55	\$ 307.71	\$ 396.68	\$ 480.74	N/A	\$154.13
6	YD	\$ 174.29	\$ 278.27	\$ 388.86	\$ 504.79	\$ 608.74	N/A	\$179.81
8	YD	\$ 199.28	\$ 341.04	\$ 496.39	\$ 696.47	\$ 768.42	\$ 839.30	\$205.50

COMMERCIAL PACKERS

SIZE	TYPE	1 X	2 X	3 X
6	YD	\$ 390.84	\$ 575.86	\$ 836.04
8	YD	\$ 447.51	\$ 738.91	\$ 1,092.03

COMMERCIAL SERVICE FEES

CASTERS	\$9.70	CASTER	EXTRA YARDS - \$35.00
GATES	\$3.28	PER LIFT	DELIVERY - \$0.00
LOCK BAR	\$9.70	MONTHLY	REDELIVERY AFTER NON-PAYMENT - \$0.00
			REMOVAL - \$0.00
			DRY RUN - \$0.00

INDUSTRIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL/ Day	RENTAL/ Month	Per Haul	DEPOSIT/ Container
20	YD	Open Top	\$105.34	\$7.35	\$220.70	\$331.77 Per Credit Check
30	YD	Open Top	\$105.34	\$7.35	\$220.70	\$348.81 Per Credit Check
40	YD	Open Top	\$105.34	\$7.35	\$220.70	\$391.32 Per Credit Check
20C	YD	Compactor	Nego	N/A	Nego	\$375.78 Per Credit Check
30C	YD	Compactor	Nego	N/A	Nego	\$420.45 Per Credit Check
40C	YD	Compactor	Nego	N/A	Nego	\$487.59 Per Credit Check
EXTRA YARDS - \$35.00						
REDELIVERY AFTER NON-PAYMENT - \$100.34						
REMOVAL - \$100.00						
DRY RUN - \$100.00						

COMMERCIAL HAND COLLECT*: 1 CART 1x/WEEK @ \$28.64 PER MONTH

*No charge for cart

MONTHLY

TRASH & RECYCLING CURBSIDE TOTAL: \$15.53
SR CITIZEN TRASH & RECYCLING TOTAL: \$10.42

ADDITIONAL TRASH CART \$7.95
ADDITIONAL RECYCLE CART \$5.65

EFFECTIVE DATE 10/1/2020 CITY HALL PHONE # (940) 497-2528

*No rate adjustment until Oct. 1, 2021

LAKE DALLAS

INDEPENDENT SCHOOL DISTRICT

104 Swisher, P.O. Box 548, Lake Dallas, Texas 75065 ~ Phone: (940)497-4039 ~ Fax: (940)497-3737 ~ www.ldisd.net

September 25, 2020

Mayor Lynn Clark
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065

Dear Mayor Clark:

The Texas Education Agency announced a partnership opportunity to assist families struggling financially through a state program called Operation Connectivity. Governor Abbott announced targeted COVID funding to assist with remote learning for Texas students that lack connectivity or devices. A portion of this funding is allocated to LEAs through matching funds to purchase items such as hotspots (with data plans) through a statewide bulk purchasing program.

Lake Dallas ISD Board of Trustees has committed to participating in Operation Connectivity to support our students by purchasing 300 hotspots for reliable internet connection. Through participation in Operation Connectivity and other district resources we were able to provide chromebooks to all of our students to be utilized in either a conventional school environment or a virtual setting.

As you will see in the attached flier, our request is that your city consider utilizing a percentage of allocated COVID-19 funds to pay a small portion (25%) for students located within your jurisdiction. With your participation, the Texas Education Agency will provide additional matching funds equal to the match provided by the cities and Denton County.

The calculation is as follows:

Annual Cost of Hotspots per Economically Disadvantaged Students	\$35.19
Entity Share Percentage	25.0%
Hotspot Entity Unit Share Cost	8.80
Number of Economically Disadvantaged Students in the Town of Hickory Creek	<u>163.00</u>

Total Entity Share Cost \$1,434.00

Please consider utilizing some of your available COVID funding to help support our students. I would welcome the opportunity to discuss the partnership further.

Sincerely,


Gayle Stinson, Ed.D.
Superintendent

