



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, SEPTEMBER 26, 2022, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Proclamations

1. World Teachers' Day

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.

Regular Agenda

2. Conduct a public hearing regarding a request from LG Hickory Creek LLC, to amend the current PD (Planned Development) zoning designation on a 24.344 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Texas, recorded in Document Number 179841 of the Official Public Records of Denton County, Texas and consider and act on an ordinance for the same.

3. Consider and act on a final plat for the Lakesound Addition, Lot 1, Block A in the H.H. Swisher Survey, Abstract No 1220, Town of Hickory Creek, Denton County Texas. The property is located in the 3400 block of FM 2181.
4. Consider and act on a site and landscape plan for the Lakesound Addition, Lot 1, Block A in the H.H. Swisher Survey, Abstract No 1220, Town of Hickory Creek, Denton County Texas. The property is located in the 3400 block of FM 2181.
5. Conduct a public hearing regarding the voluntary annexation of a 10.72 acre tract or tracts of land situated in the H.H. Swisher Survey, Abstract No. 1220, Denton County, Texas and consider and act on an ordinance adopting the same.
6. Discussion with Denton Animal Support Foundation.
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 interlocal agreement between the Town of Hickory Creek and the Town of Shady Shores concerning public works services.
8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, supporting Denton County's Transportation Road Improvement Program, Proposition A on the November 9, 2022 Election Ballot.
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 an agreement between the Town of Hickory Creek and Utility Associates, Inc. concerning law enforcement technology services.
10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas supporting a grant application to the Governor's Office concerning bullet resistant shields.
11. Consider and act on Contract Amendment No. 2 for the Sycamore Bend Road Construction Project.
12. Consider and act on allocating funds to purchase a vehicle for the public works department.
13. Consider and act on appointments to the vision committee and focus groups for the 2022-2023 Comprehensive Plan.

Future Agenda Items

The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

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 September 21, 2022 at 4:00 p.m.

A handwritten signature in black ink, appearing to read "Kristi D. Rogers", is 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, the Lake Dallas Independent School District's future strength depends on providing a high quality education to all students; and

WHEREAS, teacher quality matters more to student achievement than any other school-related factor; and

WHEREAS, teachers spend countless hours preparing lesson plans and supporting students; and

WHEREAS, our teachers have demonstrated great resilience, adaptability, and creativity during the COVID-19 crisis; and

WHEREAS, our community recognizes and supports its teachers in educating the students of this community; and

WHEREAS, the Town of Hickory Creek is committed to elevating the teaching profession and honoring the critical role teachers play in the success of our students.

NOW, THEREFORE, I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim October 5, 2022, as World Teachers' Day in the Town of Hickory Creek and encourage members of our community to express their appreciation to all teachers.

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 September, 2022.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2022-0915__

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING ORDINANCE 2021-08-882, ITS COMPREHENSIVE ZONING ORDINANCE CONCERNING THE PLANNED DEVELOPMENT ZONING ON A CERTAIN TRACT OF LAND DESCRIBED AS 24.31 ACRES LOCATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220 IN DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN, TO AMEND THE PLANNED DEVELOPMENT (PD) ZONING DISTRICT APPLICABLE TO THE PROPERTY; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING A CONCEPT PLAN; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner/representative of a tract of land (the “Land”), described as a 24.31 acre tract of land located in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas and being more specifically described in Exhibit “A” attached hereto and incorporated herein, has applied to amend the standards of the PD (Planned Development) zoning currently applicable to the Land; and

WHEREAS, all legal notices, requirements and conditions having been complied with, the case to amend the Planned Development zoning came before the Planning and Zoning Commission; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the Town has forwarded to the Town Council its recommendation regarding the adoption of the amendment to the Comprehensive Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before Town Council at which the Town Council considered, among other things, the character of the land and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the Town, and does hereby find that the amendment of the Planned Development zoning approved hereby accomplishes such objectives; and

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

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENT

Ordinance 2021-08-882, which is a zoning ordinance of the Town of Hickory Creek, Texas, is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed:

- A. Exhibit C to 2021-08-882 is hereby replaced with the Exhibit C attached hereto, and incorporated herein for all purposes.

SECTION 4
APPLICABLE REGULATIONS

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

SECTION 5
NO VESTED INTEREST

No developer or property owner shall acquire any vested interest in this Ordinance, the Planned Development District or in any other specific regulations contained herein. Any provision of this Ordinance may be repealed by the Town Council

SECTION 6 **CUMULATIVE**

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

SECTION 7 **SAVINGS**

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

SECTION 8 **SEVERABILITY**

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

SECTION 9 **PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 10 **PUBLICATION**

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

SECTION 11
ENGROSSMENT AND ENROLLMENT

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

SECTION 12
EFFECTIVE DATE.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this 15th day of September, 2022.

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

Exhibit A
Legal Description

BEING a 24.31 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in the Denton County, Texas, and being part of a called 36.253 acre tract of land described as "Tract 1" and part of a called 3.2515 acre tract of land described as "Tract 2" in Executor's Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Instrument Number 2019-36351 of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at the southwest corner of a called 0.7892 acre tract of land described in deed to State of Texas, recorded in Instrument Number 2010-103394, O.P.R.D.C.T., on the west line of said 36.253 acre tract, the east line of a called 30 acre tract of land described in deed to Lennon II Family Limited Partnership, recorded in County Clerk's Number 96-0042656, O.P.R.D.C.T. and on the south right-of-way line of Swisher Road (also known as F.M. 2181, variable width right-of-way), from which a found "TXDOT" monument bears South degrees 53 minutes 18 seconds East, a distance of 0.39 of a foot;

THENCE South 01 degree 44 minutes 29 seconds East, with the west line of said 36.253 acre tract and the east line of said 30 acre tract, a distance of 482.07 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE over and across said 36.253 acre tract, the following bearings and distances:

South 89 degrees 23 minutes 35 seconds East, departing the west line of said 36.253 acre tract and the east line of said 30 acre tract, a distance of 365.86 feet to a 1/2-inch set iron rod with cap for corner;

North 00 degree 22 minutes 12 seconds West, a distance of 174.85 feet to a 1/2-inch set iron rod with cap for corner;

North 89 degrees 23 minutes 35 seconds East, a distance of 962.95 feet to a 1/2-inch set iron rod with cap for corner on the east line of said 36.253 acre tract and the west line of the remainder of a called 14.45 acre tract of land described in deed to W.J. Atkins, recorded in Volume 608, Page 564, of the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE South 00 degree 26 minutes 06 seconds East, with the east line of said 36.253 acre tract, a distance of 531.24 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 01 degree 15 minutes 44 seconds East, with the east line of said 36.253 acre tract, a distance of 199.72 feet to a 1/2-inch found iron rod with cap stamped "COLEMAN" for an "ell" corner of said 36.253 acre tract and the northeast corner of a called 1.209 acre tract of land described in deed to Lake Cities Municipal Utility Authority, recorded in Instrument Number 2015-120360, O.P.R.D.C.T.;

THENCE South 89 degrees 48 minutes 42 seconds West, with the south line of said 36.253 acre tract and the north line of said 1.209 acre tract, a distance of 239.94 feet to a set "X" cut for an "ell" corner of said 36.253 acre tract and the northwest corner of said 1.209 acre tract;

THENCE over and across said 36.253 acre tract, the following bearings and distances:

North 00 degree 11 minutes 18 seconds West, a distance of 184.61 feet to a 1/2-inch set iron rod with cap for corner;

North 90 degrees 00 minutes 00 seconds West, a distance of 250.00 feet to a 1/2-inch set iron rod with cap for corner;

South 00 degree 11 minutes 18 seconds East, passing at a distance of 426.85 feet to the south line of said 36.253 acre tract and the north line of said 3.2515 acre tract, and continuing over and across said 3.2515 acre tract, a distance of 486.85 feet to a 1/2-inch set iron rod with cap for corner on the south line of said 3.2515 acre tract and the north line of a called 38.8755 acre tract of land described in deed to KSW Holding Hickory Creek, LP, recorded in Instrument Number 2018-111193, O.P.R.D.C.T.;

THENCE with the south line of said 3.2515 acre tract and the north line of said 38.8755 acre tract, the following bearings and distances:

South 89 degrees 49 minutes 08 seconds West, a distance of 309.94 feet to a 1/2-inch found iron rod with cap stamped "RPLS 1890" for the point of curvature of a tangent circular curve to the right, having a radius of 460.00 feet whose chord bears North 71 degrees 50 minutes 16 seconds West, a distance of 289.53 feet;

Westerly, with said curve, through a central angle of 36 degrees 41 minutes 11 seconds, an arc distance of 294.54 feet to a 1/2-inch set iron rod with cap for the point of reverse curvature of a tangent circular curve to the left, having a radius of 400.00 feet whose chord bears North 72 degrees 27 minutes 49 seconds West, a distance of 260.05 feet;

Westerly, with said curve, through a central angle of 37 degrees 56 minutes 18 seconds, an arc distance of 264.86 feet to a 1/2-inch found iron rod with cap for corner;

South 88 degrees 34 minutes 02 seconds West, a distance of 1.31 feet to a 1/2-inch set iron rod with cap for the northwest corner of said 38.8755 acre tract and the northeast corner of Lot 8, Block F of Steeplechase North Addition Phase 1, an addition to the Town of Hickory Creek, Denton County, Texas, recorded in Instrument Number 2013-91, O.P.R.D.C.T.;

THENCE North 00 degrees 00 minutes 27 seconds West, departing the south line of said 3.2515 acre tract and over and across said 3.2515 acre tract, a distance of 30.00 feet to a found monument for the southeast corner of a called 3.086 acre tract of land described in deed to Town of Hickory Creek, recorded in Instrument Number 2018-39882, O.P.R.D.C.T.;

THENCE North 00 degrees 30 minutes 58 seconds West, with west line of said 3.2515 acre tract and the east line of said 3.086 acre tract, passing at a distance of 30.01 feet to the common southwest corner of said 36.253 acre tract and an "ell" corner of said 3.2515 acre tract, and continuing with the west line of said 36.253 acre tract and the east line of said 3.086 acre tract, passing at a distance of 100.01 feet to the northeast corner of said 3.086 acre tract and on the east line of a called 10 acre tract of land described in deed to Lennon II Family Limited Partnership, recorded in County Clerk's File Number 96-0042657, O.P.R.D.C.T., and continuing with the west line of said 36.253 acre tract and the east line of said 10 acre tract, for a total distance of 322.31 feet to a 1/2-inch set iron rod with cap for the northeast corner of said 10 acre tract and the southeast corner of a called 30 acre tract of land described in deed to Lennon II Family Limited Partnership, recorded in County Clerk's File Number 96-0042656, O.P.R.D.C.T.;

THENCE North 01 degree 44 minutes 29 seconds West, with west line of said 36.253 acre tract and the east line of said 30 acre tract, a distance of 325.26 feet to the POINT OF BEGINNING AND CONTAINING 24.31 acres (1,059,040 square feet) of land, more or less.

Exhibit C
Planned Development Standards

1. The base zoning applicable to the Property shall be MF-1 Apartment District. All the development and use standards applicable to that designation shall apply to the Property, unless specifically altered herein.
2. Each multifamily building over 3 stories must be serviced by an elevator.
3. Parking improvements shall be provided at the rate 1 parking space per bedroom.
4. All buildings constructed on the Property must not exceed 4 stories.
5. Entry to the Property shall be gated.
6. A perimeter fence must be installed around the portion of the Property upon which a building is constructed. Fences bordering non- residential properties must meet the town's sight barrier fence requirements for a C 2 district. Fences bordering residential, open space or any other uses, must meet 3.06.005 of the Town's Code of Ordinances, except the only allowed material shall be metal fencing.
7. A ten (10) foot interior landscape buffer is required along all boundary lines. In the event ten (10) feet adjacent to any boundary line remains undisturbed by development, this requirement shall not apply.
8. All disturbed, unpaved areas shall be fully sodded or covered with landscaping materials, such as ground cover. For clarity, this provision shall exclude natural areas undisturbed by development on the Property.
9. All planted landscape areas shall be irrigated by a fully automated irrigation system.
10. Garbage collection area shall be fully screened by solid masonry screening with a minimum of six (6) feet in height and designed with a gate constructed of durable material. A single location for garbage collection shall be permitted so long as the Property is served by a valet trash service.
11. Building facades shall be constructed of the following materials with a minimum of 80% coverage: stone (including manufactured veneers), brick, brick veneer, cementitious products, architectural metal panels or other similar building materials. No vinyl siding shall be used. Masonry is defined as brick, pre-cast concrete, stone, stucco (must be at 1/2 inch, fiber reinforced stucco, over paper backed, metal lathe, with scratch coat and finish coat (2 coat system; example: Fastwall by LaHabra)), cementitious siding, or waterproof masonry painted concrete blocks.
12. The following shall be prohibited within the Project:
 - a. Open storage, with the exception of architecturally-treated covered storage for outdoor sporting equipment (e.g., kayaks and canoes); and
 - b. Parking of boats, campers, trailers, and other recreational vehicles, except and unless these are within enclosed garages.
13. The project will have no more than 450 units and the following minimum bedroom unit densities shall apply to all multifamily buildings constructed on the Property:

- a. 60%-70% single bedroom units
 - b. 25%-35% two bedroom units
 - c. 5%-10% three bedroom units
14. All multifamily structures will be a minimum of 300' from the existing well head and tanks.
15. Notification will be made in the form of writing to each apartment that the adjacent oil and gas property has inherent risk associated with its operations, including fire and explosion, potential nuisance from ongoing operations including dust, and noise.
16. Developer will install an 8' wood fence around the pas site border.
17. Developer agrees to construct an 8' hike and bike trail from the eastern boundary to the western boundary of the property with customary signage and adequate lighting to allow the trails safe use at night.
18. Area along the trail will be donated to the town for dog park.
19. In recognition of the Town waiving the tree mitigation requirements for the project, the Developer agrees to pay a \$10,000.00 tree mitigation fee to the Town prior to the issuance of the building permit.
20. The front yard building line setback shall be a minimum of 10 feet. Side and rear yard building line setbacks shall be a minimum 30 feet. All building line setbacks shall be measured from the property boundary, and the required landscape buffer defined in these standards may overlap the required building line setbacks.



September 12, 2022
AVO 37638.200

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

**RE: Lakesound – Final Plat
3rd Review**

Dear Ms. Chaudoir:

Halff Associates received a request to review a Final Plat and Site Plan submittal for Lakesound (Lot 1, Block A – Hickory Creek Heights) on July 19, 2022. The engineer/surveyor is Spiars Engineering, Inc. The owner/developer is Leon Capital.

2nd Review Submittal Received: September 7, 2022
3rd Review Submittal Received: September 12, 2022

Halff has reviewed the Final Plat and Site Plan and offers the following comments.

General

1. Review of the drainage study is ongoing, and comments are provided by separate letter. The last submittal was received June 6, 2022 and comments returned June 20, 2022. Final Plat approval should be contingent upon acceptance of the drainage study.
2nd Review: Applicant has acknowledged.

Final Plat

1. Update the Location Map to show street names.
2nd Review: Addressed.
2. Lennon Creek subdivision adjacent to this plat on the west has been platted. Please update to show lots and easements associated with that plat.
2nd Review: Addressed.
3. Adjacent lots should be shown with dashed lines. Check throughout.
2nd Review: Addressed.
4. Please show known easements on adjacent properties. For instance, the floodplain and drainage easement northwest of this property is not shown.
2nd Review: Addressed. Applicant states all known easements have been added.
5. Specify the ultimate 100-year water surface elevation in the floodplain and indicate the minimum floor elevation.
2nd Review: Addressed.
6. If the 60-foot cross access easement north of the property has been recorded, update the document number. If it has not been recorded yet, be sure to update before finalizing.
2nd Review: Addressed.
7. Per Chapter 14, Article XII, Section 3(4) of Town Ordinances, the building setback shall be measured from the edge of the usable land for development. Please update the building setback line on the western end to be 30 feet from the edge of the floodplain easement.

- 2nd Review: Addressed. Upon further review and discussion with Town staff, it is my opinion the setback line should be measured from the western boundary line. The shape of the floodplain easement leaves some usable land between the boundary line and easement.
8. The 30-foot building setback on the southern boundary should be set 30 feet from the right-of-way line established in the ROW dedication to the Town.
2nd Review: Addressed. Applicant has removed the ROW dedication from this plat and will make that dedication once all public and private improvements have been made and accepted. Easements by separate instrument have been added.
9. Include dimensions, bearings, and curve data for ROW dedication.
2nd Review: Addressed. ROW dedication removed for clarity. See number 8 above.
10. Between lines L2 and L24 of the floodplain easement (along curve BC2) dimension the line to define the easement.
2nd Review: Addressed.
11. Line BL1 is very difficult to decipher since it is so short. Please include an inset to enlarge this area.
2nd Review: Addressed.
12. The Site Plan shows the hike and bike trail extending north of the proposed ROW dedication to cross the floodplain easement with a bridge. Place a sidewalk easement encompassing the trail plus two feet for maintenance.
2nd Review: Addressed.
13. The Final Plat shows many proposed easements as “by separate instrument.” It is preferable to include easements in the Final Plat rather than by separate instrument. What guarantees these necessary easements by separate instruments are prepared and filed? Before filing the Final Plat, it should be required to file all separate instruments noted on the plat and include recording information. Or, before filing the Final Plat, it should be amended to include the easements noted.
3rd Review: Addressed. Applicant acknowledges the plat will need to be amended to include recording information before filing. The reason for separate instruments for the easements is due to some potential for change to water line and access easements.

Site Plan

Sheet 1

1. Dimension distance between proposed driveways.
2nd Review: Addressed.
2. The western driveway is gated at the property line and the gate is 400 feet from the road. How do vehicles turn around if they mistakenly drive down to the gate or cannot enter?
2nd Review: Addressed. Driveway stub-out added which would allow turnaround opportunity.
3. The label for Site Plan Sheet 1 is missing.
2nd Review: Addressed.
4. Show a sidewalk easement for the hike and bike trail located outside proposed ROW. (See comment on Final Plat.)
2nd Review: Addressed.
5. If the 30-foot building setback is moved to the edge of the usable land for development (boundary of the floodplain easement), the southwest corner of Building 7 will be within the setback.
2nd Review: Addressed. See number 7 in Final Plat review comments.
6. Consider using a table format for the required and provided parking spaces to show side-by-side the required spaces for standard and ADA spaces and the proposed number of each being provided. Also indicate the total number of units to correlate the required parking spaces with the indicated spaces per unit.

2nd Review: Not addressed. A table will more clearly indicate the requirements and what is being provided. See example below. Keep the information about awning and garage parking, but clearly show how you are providing the required parking.

	Required	Provided
Total Number of Parking Spaces (Incl. ADA)	645 (1 space per bedroom x 645 bedrooms)	645
ADA Spaces	X number of spaces per X number of total spaces	9

3rd Review: Addressed.

7. Planned Development Standards set parking requirement at one space per bedroom. Include in a table the count of units with number of bedrooms to show the requirement is being met.

2nd Review: Not addressed. The information provided does not indicate the number of bedrooms, therefore there is no way to establish that the number of spaces provided meets the requirements of the PD. Also, the table shows two different number of “Required Parking” spaces (1 space per unit and 1.73 spaces per unit). Please show the number of spaces required by the PD (1 space per bedroom), the number of bedrooms proposed (e.g. 125 1-bedroom units, 200 2-bedroom units, 48 3-bedroom units), the subsequent parking spaces required, and the parking provided to meet that requirement.

3rd Review: Addressed.

8. Planned Development Standards require a 10-foot landscape buffer around the perimeter. The fire lane in the northeast corner is encroaching on the buffer. Check throughout.

2nd Review: Addressed.

9. Include the preparation date of the site plan in the title block.

2nd Review: Addressed.

Sheet 2

10. Dimension all drive lanes and show traffic flow arrows (all sheets).

2nd Review: Addressed.

11. Provide overall dimensions of buildings and dimension between buildings (all sheets).

2nd Review: Addressed.

12. Include a legend (all sheets).

2nd Review: Addressed.

13. Correct the Matchline Sheet label. Should be Sheet 2.

2nd Review: Addressed.

Sheet 3

14. Building 4 and the Leasing Center building are within the 30-foot building setback.

2nd Review: Addressed. Setback changed. See comments on Final Plat.

Sheet 5

15. Move the title block to the lower right corner.

Landscape Plan

1. Include a legend to identify landscape and planting materials.

2nd Review: Addressed.

2. Include a note about the type and placement of an irrigation system. Plans for the irrigation system can be submitted with Construction Plans.

2nd Review: Addressed.

3. Perimeter fence must be placed at least one foot from the property line. Check throughout. The fence appears to be on mostly on the property line.
2nd Review: Addressed.
4. The fire lane in the northeast corner is encroaching in the required 10-foot landscape buffer.
2nd Review: Addressed.

Sincerely,

HALFF ASSOCIATES, INC.

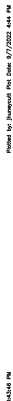
TBPELS Engineering Firm No. 312



Lee Williams, PE

Consulting Engineer for the Town of Hickory Creek

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



NOTES:

1. This replat was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. Therefore, easements, agreements, and other documents may exist that affect the subject property that are not shown on this replat.
2. Basis of bearing: Texas State Plane Coordinate System, North Central Zone 4201 North American Datum of 1983. Adjustment Realization 2011.
3. Selling a portion of this addition by metes and bounds is a violation of City ordinance and state law and is subject to fines and withholding of utilities and building permits.

Line 5a			Line 5b		
Line #	Shifting	Distance	Line #	Shifting	Distance
1,3	0 0357077	65.407	118	0 0357077	65.887
1,4	0 1001077	37.867	119	0 1707077	62.067
1,5	0 2099077	11.167	120	0 0357077	65.887
1,6	0 0357077	11.157	121	0 0357077	66.007
1,7	0 1707077	54.067	122	0 1237077	52.157
1,8	0 0357077	54.517	123	0 0357077	65.707
1,9	0 1707077	88.457	124	0 0357077	54.117
1,10	0 2236707	65.227	125	0 0357077	58.377
1,11	0 0357077	174.357	126	0 0357077	62.057
1,12	0 0357077	35.477	127	0 0357077	65.887
1,13	0 0357077	35.477	128	0 0357077	70.467
1,14	0 0357077	35.457	129	0 0357077	65.887
1,15	0 1707077	28.817	130	0 0357077	58.367
1,16	0 0357077	168.817			
1,17	0 0357077	170.017			

The Lake Cities Municipal Utility Authority (LCMUA), shall have the right to, at all times, and without the permission of the property owner and/or HOA, access, patrol, inspect, operate, maintain, repair or replace all public water and sanitary sewer facilities, located within easements and/or HOA lots shown on this plat. Maintenance of said easements and/or HOA lots shall be the responsibility of the lot owner/HOA and LCMUA shall not be responsible for the cost of the design or payment of any improvements (landscaping, irrigation, lighting, signage, lighting, etc.) located within the easements and/or HOA lots shown on this plat.

This is to certify that the interest and real property conveyed by this dedication instrument on the day of _____, 2022 to the Lake Cities Municipal Utility Authority (LCMUA), has been duly accepted by the LCMUA subject to all terms and conditions contained therein.

Dated this _____ day of _____, 2022.

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Darren K. Brown, known to me to be the person and officer 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 OFFICE this the ____ day of _____, 2022.

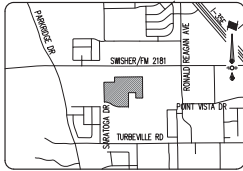
Notary Public, State of Texas

Notary Public, State of Texas

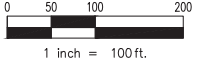
STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

Spars Engineering, Inc.
3575 Lone Star Circle, Suite 434
Fort Worth, TX 76177
Telephone: (872) 422-0077
PELS No. F-2121 and No. F-10043100
Contact: Jordan Huneycutt, PE

Scale: 1"=100' September, 2022 SEI Job No. 21-160



SWISHER ROAD / F.M. 2181 (VARIABLE WIDTH RIGHT-OF-WAY)



SYMBOL LEGEND

- CONCRETE PAVEMENT
- FIRELANE
- FIRE HYDRANT
- FENCE
- WALL
- TRANSFORMER

Site Data Summary Table

SYNOPSIS		LOT 1, BLOCK A	
Zoning		Planned Development	
Land Use		Multi-Family	
Lot Area		24,344 Ac. (1,060,413 Sq. Ft.)	
Building 1 Footprint		17,744 Sq. Ft.	
Building 1 Gross SF		58,484 Sq. Ft.	
Building 2 Footprint		17,609 Sq. Ft.	
Building 2 Gross SF		58,561 Sq. Ft.	
Building 3 Footprint		23,364 Sq. Ft.	
Building 3 Gross SF		84,913 Sq. Ft.	
Building 4 Footprint		18,698 Sq. Ft.	
Building 4 Gross SF		55,691 Sq. Ft.	
Building 5 Footprint		22,262 Sq. Ft.	
Building 5 Gross SF		64,248 Sq. Ft.	
Building 6 Footprint		23,520 Sq. Ft.	
Building 6 Gross SF		70,022 Sq. Ft.	
Building 7 Footprint		19,790 Sq. Ft.	
Building 7 Gross SF		59,261 Sq. Ft.	
Building 8 Footprint		14,361 Sq. Ft.	
Building 8 Gross SF		42,772 Sq. Ft.	
Building 9 Footprint		7,487 Sq. Ft.	
Building 9 Gross SF		7,487 Sq. Ft.	
Total Building Footprint		164,835 Sq. Ft.	
Total Gross Building SF		501,439 Sq. Ft.	
Buildings 1-8 Height (3-Story)		46'-6" max	
Clubhouse Height (1-Story)		21'-6"	
Lot Coverage		15.54%	
Floor Area Ratio		47.29:1	
PARKING			
Total Number of Parking Spaces (incl. ADA) Req.	523 (1 space per bedroom x 523 bedrooms)	523	
Total Standard & ADA Parking Provided (523+11)		534	
Standard Parking Provided		415	
Covered Parking Provided		112	
Garage Parking Provided		105	
	Total Parking Provided	632	
Standard ADA Provided		9	
Covered ADA Provided		2	
Garage ADA Provided		2	
	Total ADA Parking Provided	13	
Total Standard & ADA Parking Provided (632+13)		645	
ADA Spaces Required	2% of Total Parking (TAS) 0.02 x 645 = 13 spaces	13	

OVERALL SITE PLAN LAKESOUND

Lot 1, Block A - Hickory Creek Heights
BEING 24.344 ACRES
H.H. SWISHER SURVEY,
ABSTRACT NO. 1200
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

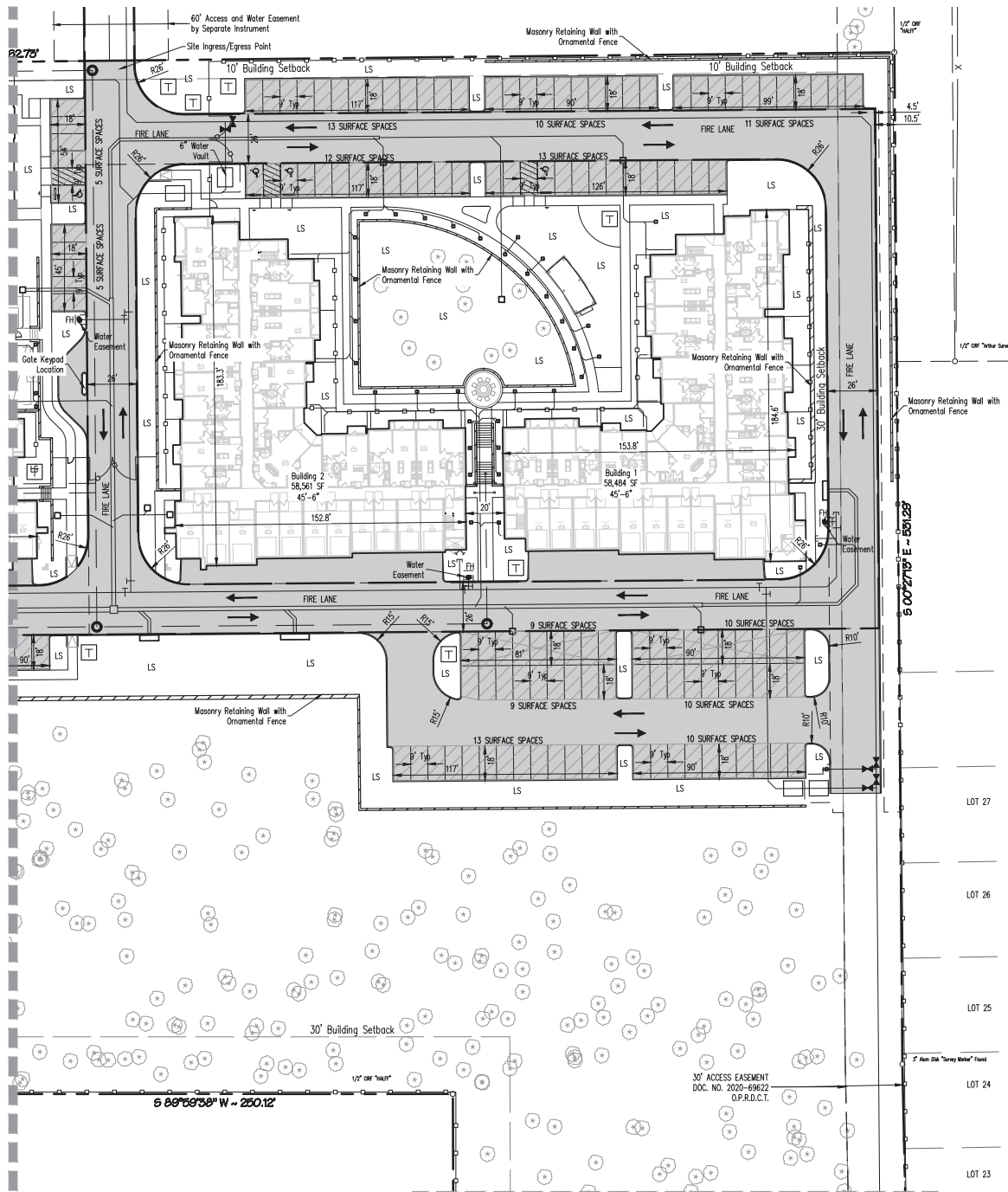
OWNER / APPLICANT
Leon Capital Group
3500 Maple Ave., Ste. 1600,
Dallas, TX 75219
Telephone: 214-908-9745
Contact: Scott Lyday

ENGINEER / SURVEYOR
Sparks Engineering, Inc.
TBPE No. F-2121
3575 Lone Star Cir, Unit 434
Fort Worth, TX 76177
Telephone: (972) 422-0077
Contact: Jordan Huneycutt, PE

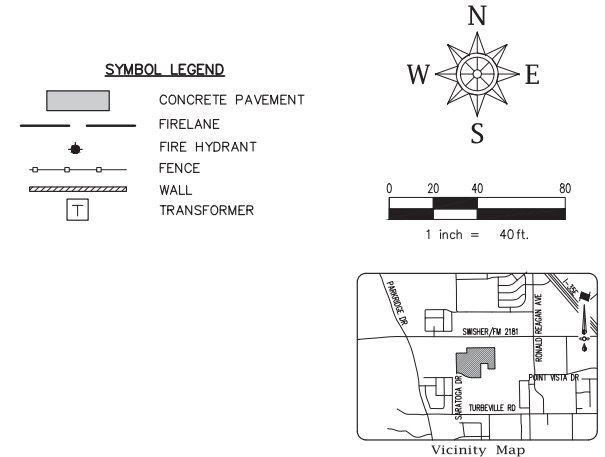
- Notes:**
- Handicap Parking Is Provided In Accordance w/ ADA Standards.
 - Site Plan Is For Informational Purposes Only. It Is Not A Construction Document.
 - All dimensions Are To Face Of Curb.

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User: jlyday
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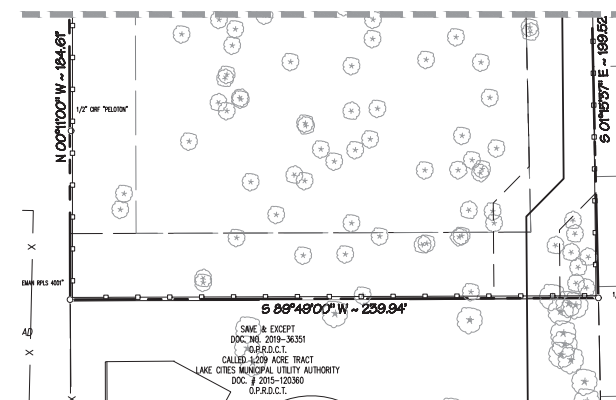
MATCHLINE SHT. 3



MATCHLINE THIS SHT.



MATCHLINE THIS SHT.



SITE PLAN LAKESOUND

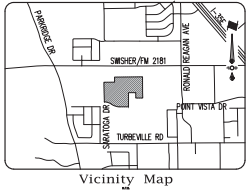
Lot 1, Block A - Hickory Creek Heights
BEING 24.344 ACRES
H.H. SWISHER SURVEY,
ABSTRACT NO. 1200
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

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Dallas, TX 75219
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Telephone: (972) 422-0077
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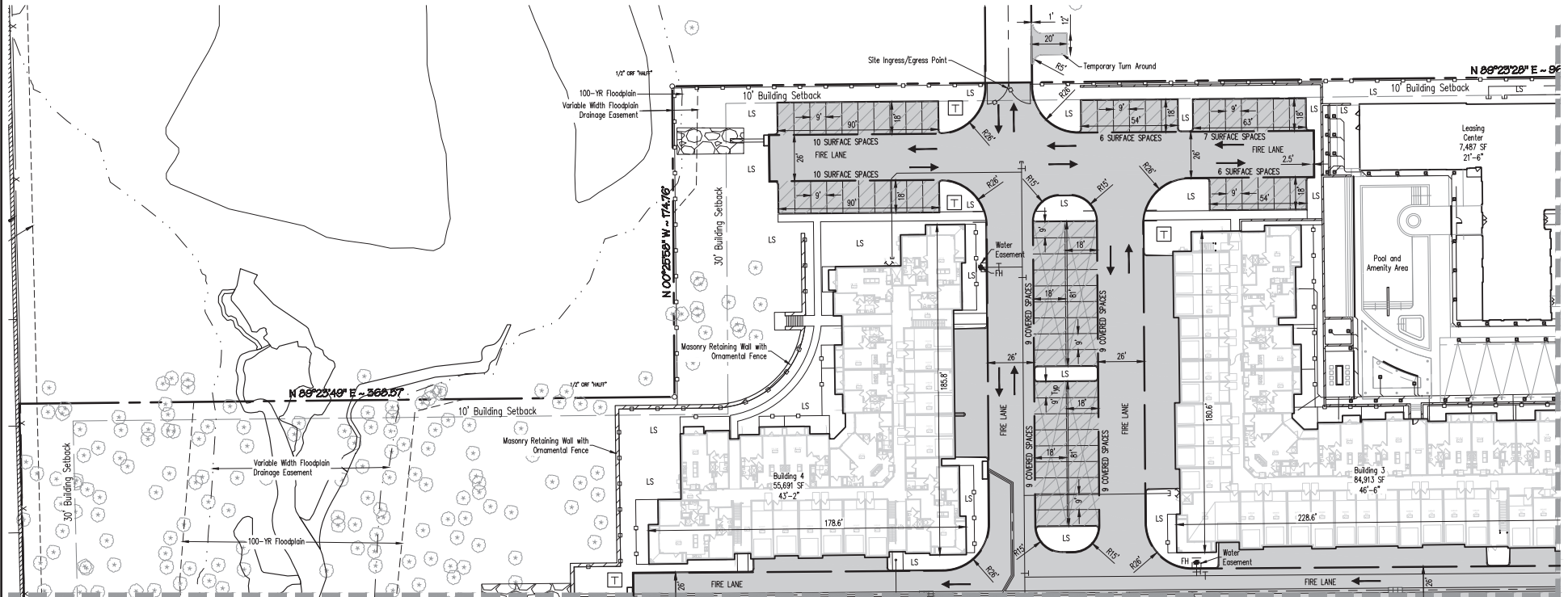
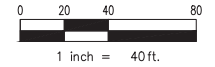
September 2022

Sheet 2 of 5



SYMBOL LEGEND

	CONCRETE PAVEMENT
	FIRE LANE
	FIRE HYDRANT
	FENCE
	WALL
	TRANSFORMER



MATCHLINE SHT. 2

MATCHLINE SHT. 4

SITE PLAN LAKESOUND

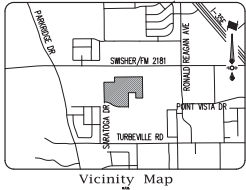
Lot 1, Block A - Hickory Creek Heights
BEING 24.344 ACRES
H.H. SWISHER SURVEY,
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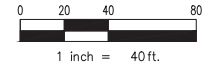
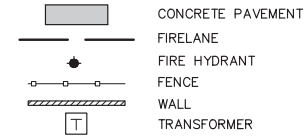
September 2022

Sheet 3 of 5

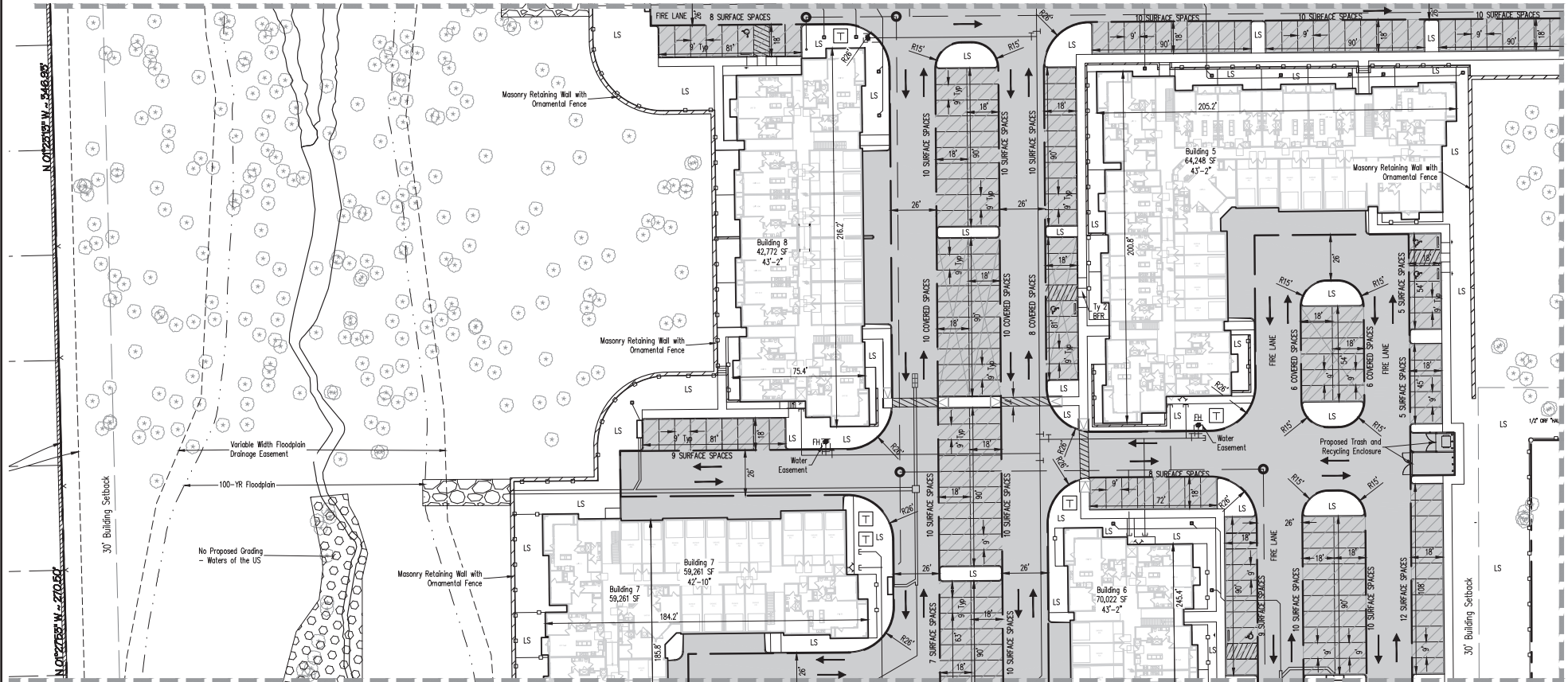


Vicinity Map

SYMBOL LEGEND



MATCHLINE SHT. 3



MATCHLINE SHT. 5

SITE PLAN LAKESOUND

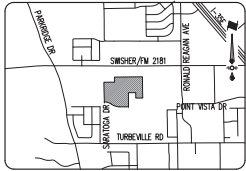
Lot 1, Block A - Hickory Creek Heights
BEING 24.344 ACRES
H.H. SWISHER SURVEY,
ABSTRACT NO. 1200
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

OWNER / APPLICANT
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Dallas, TX 75219
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3575 Lone Star Cir, Unit 434
Fort Worth, TX 76177
Telephone: (972) 422-0077
Contact: Jordan Huneycutt, PE

September 2022

Sheet 4 of 5

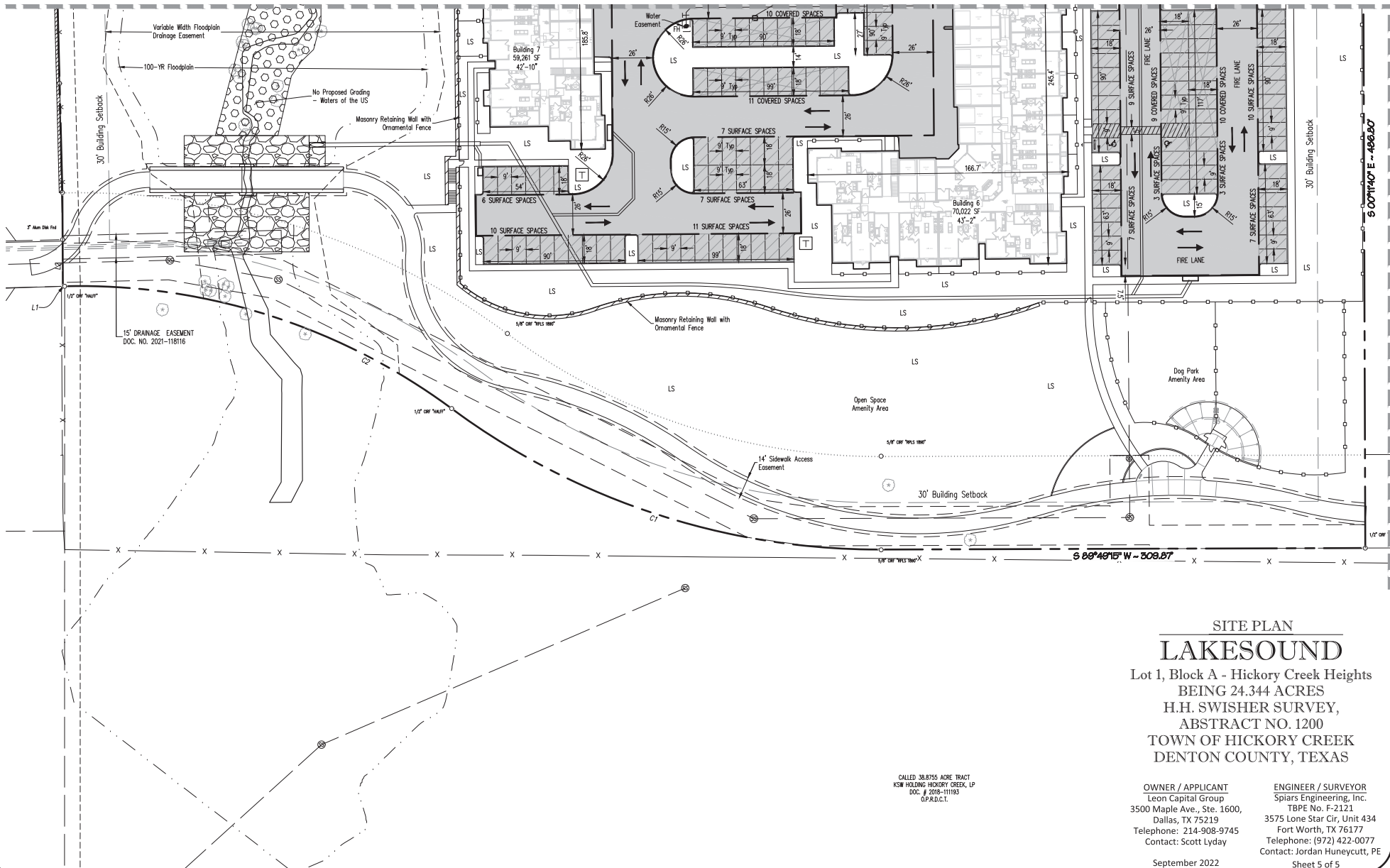


Vicinity Map

MATCHLINE SHT. 4

SYMBOL LEGEND

	CONCRETE PAVEMENT
	FIRELANE
	FIRE HYDRANT
	FENCE
	WALL
	TRANSFORMER



SITE PLAN LAKESOUND

Lot 1, Block A - Hickory Creek Heights
BEING 24.344 ACRES
H.H. SWISHER SURVEY,
ABSTRACT NO. 1200
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

CALLED 38.8755 ACRE TRACT
KSW HOLDING HICKORY CREEK, LP
DOC. # 2018-111193
O.P.R.D.C.T.

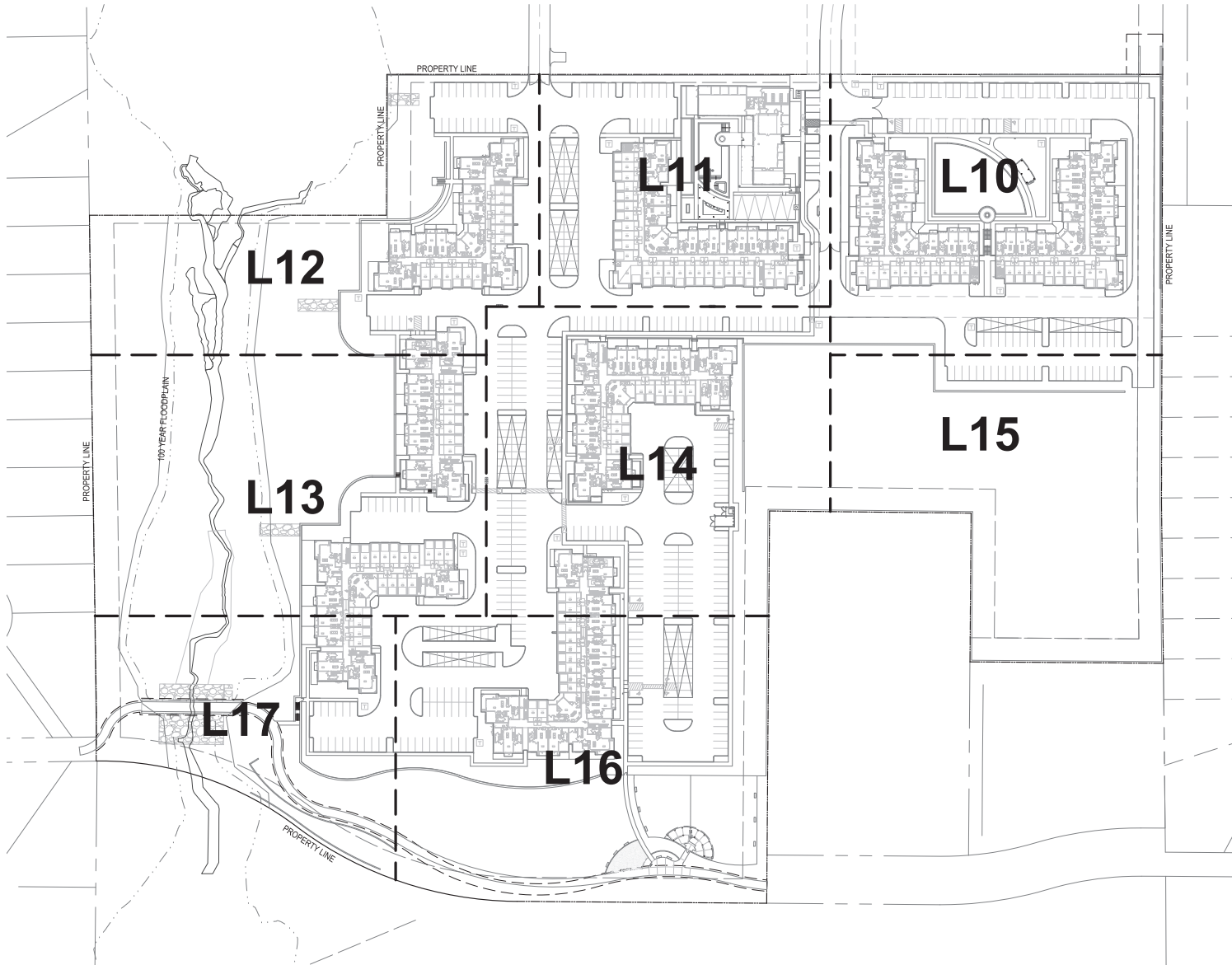
OWNER / APPLICANT
Leon Capital Group
3500 Maple Ave., Ste. 1600,
Dallas, TX 75219
Telephone: 214-908-9745
Contact: Scott Lyday

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
TBPE No. F-2121
3575 Lone Star Cir, Unit 434
Fort Worth, TX 76177
Telephone: (972) 422-0077
Contact: Jordan Huneycutt, PE

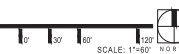
September 2022

Sheet 5 of 5

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1 OVERALL PLAN



Bvd Creative, LLC
3800 Main Street, Suite B
Dallas, Texas 75226
P: 972.584.1984

OWNER

Leon Capital
3500 Maple Avenue
Suite 1600
Dallas, TX 75219

ARCHITECT

Architecture Demarest
2320 Valinda Street
Dallas, TX 75207

CIVIL ENGINEER

Sparks Engineering & Surveying
3575 Lone Star Circle
Suite 434
Fort Worth, TX 76177

LAKESOUND
HICKORY CREEK, TEXAS

Rev.	Date:	Description:

Project Number: 21037

Date: AUGUST 22, 2022

Issue: ISSUE FOR PERMIT

Sheet Title:

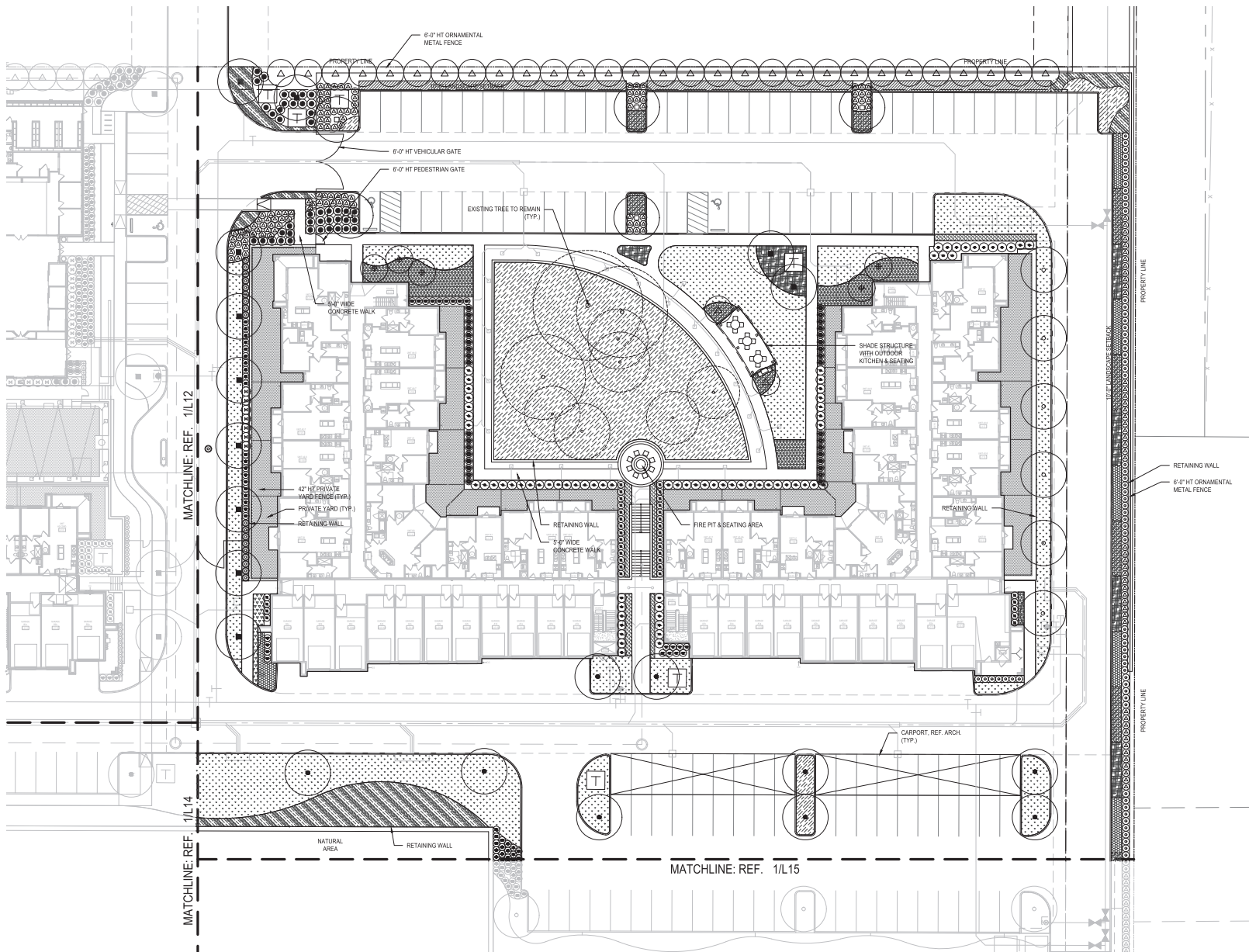
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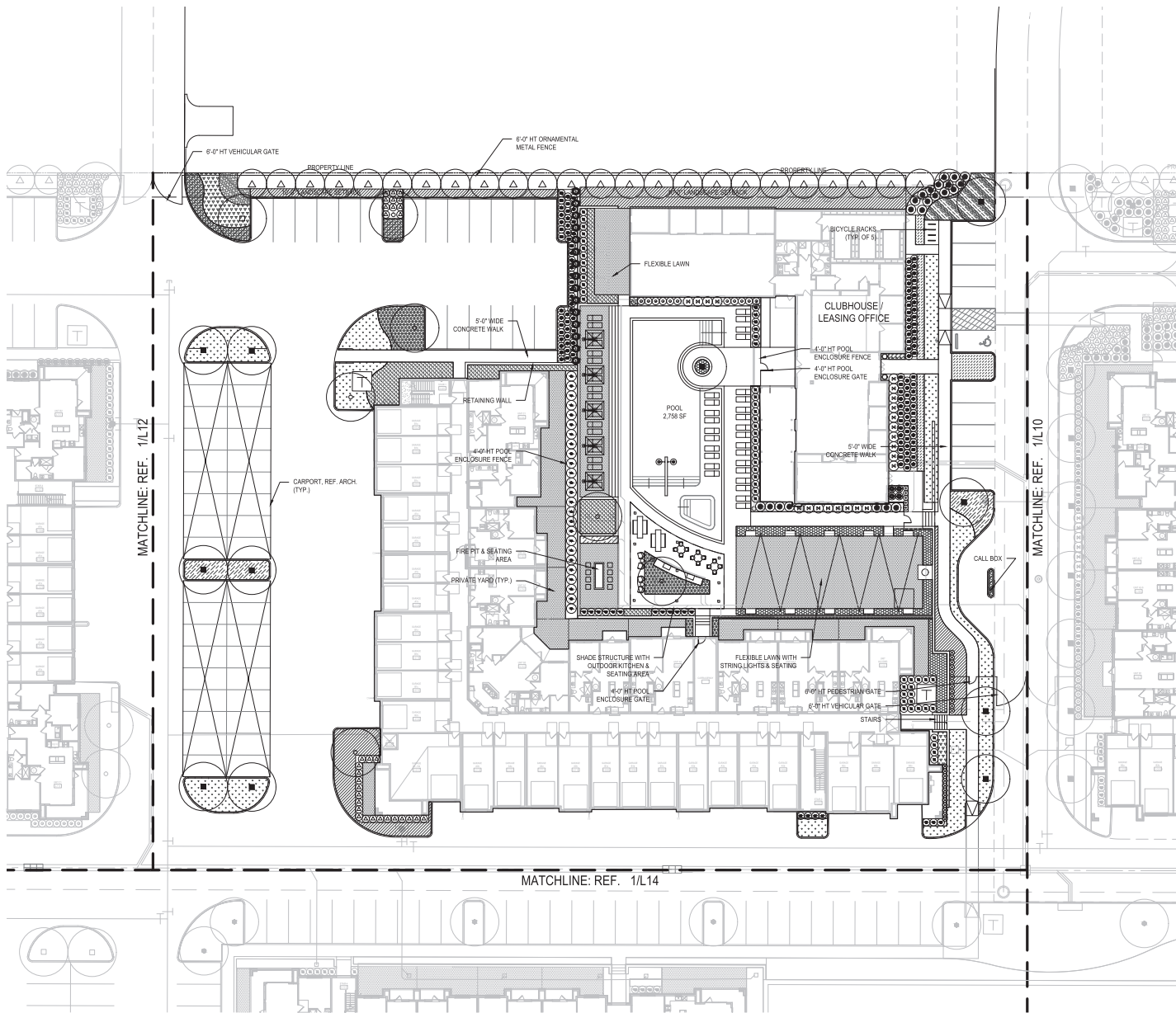


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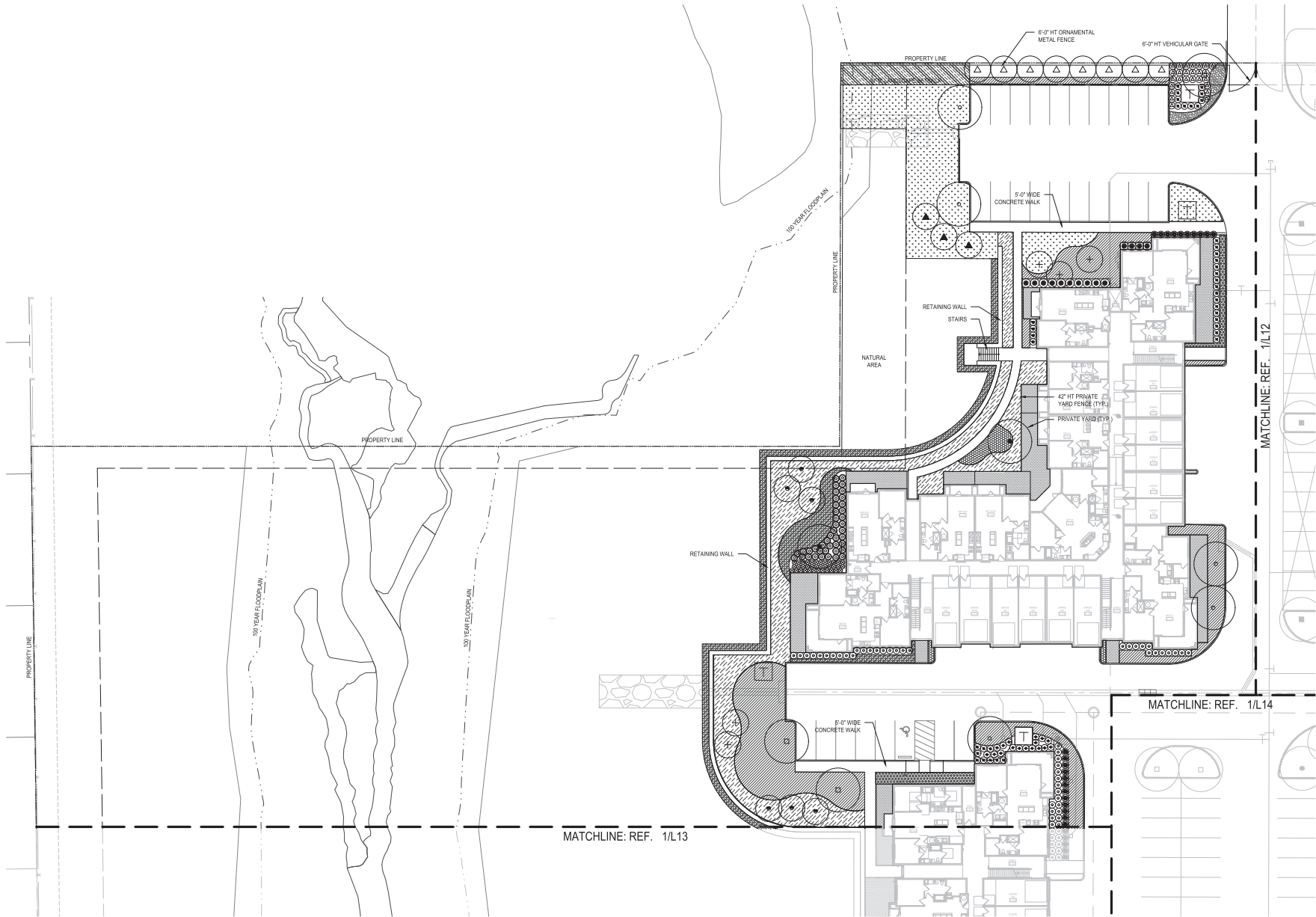
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ISSUE FOR PERMIT - NOT FOR CONSTRUCTION





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1 LANDSCAPE PLAN

0' 10' 20' 40'
SCALE: 1"=20'
NORTH



Bud Creative, LLC
3800 Main Street, Suite B
Dallas, Texas 75226
P: 972.554.1984

OWNER
Leon Capital
3500 Maple Avenue
Suite 1600
Dallas, TX 75219

ARCHITECT
Architecture Demarest
2320 Valinda Street
Dallas, TX 75207

CIVIL ENGINEER
Sparks Engineering & Surveying
3575 Lone Star Circle
Suite 434
Fort Worth, TX 76177

LAKESOUND HICKORY CREEK, TEXAS

Rev.	Date	Description

Project Number: 21037
Date: AUGUST 22, 2022
Issue: ISSUE FOR PERMIT

Sheet Title: LANDSCAPE PLAN



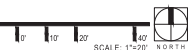
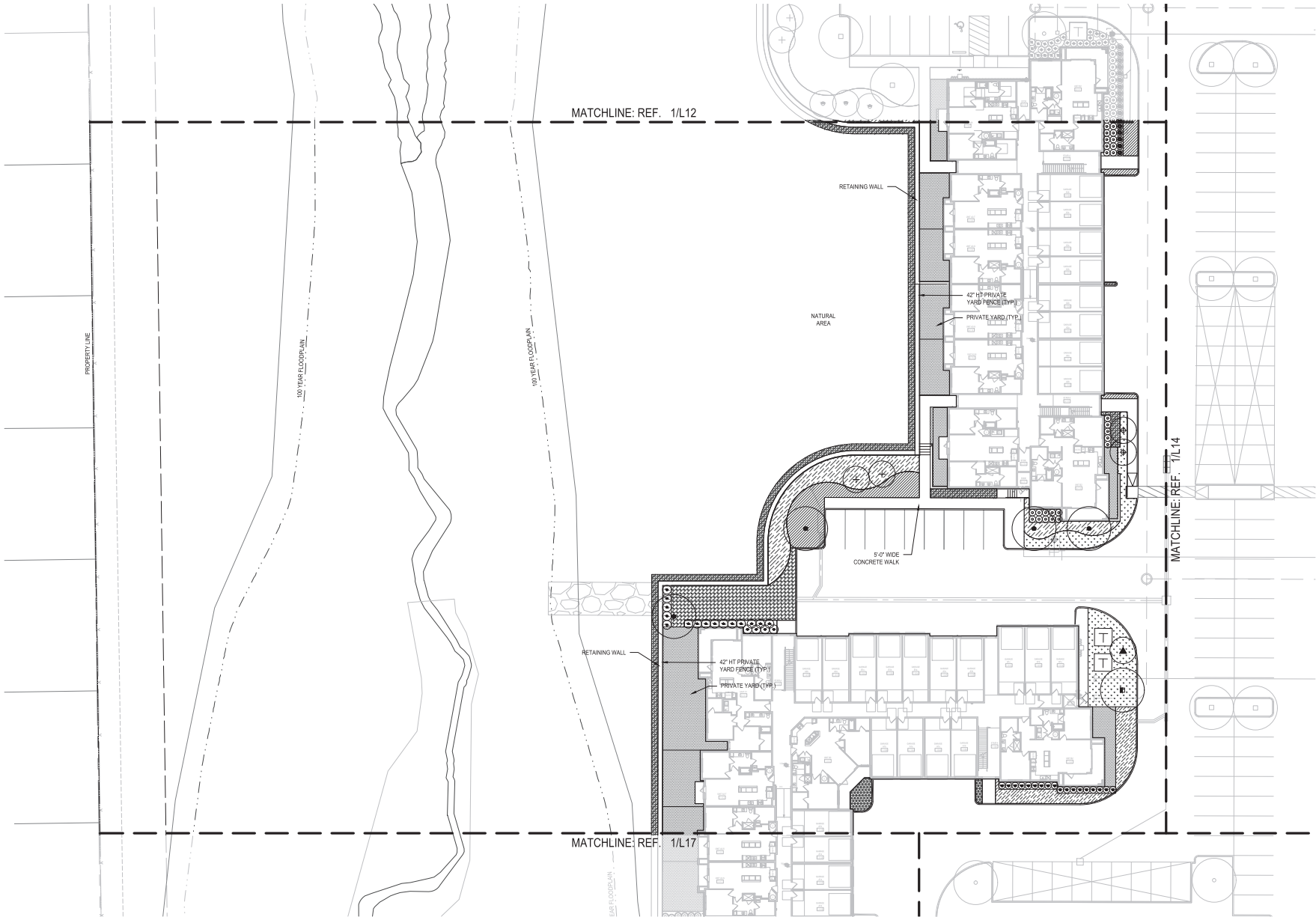
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1 LANDSCAPE PLAN



Bvd Creative, LLC
3800 Main Street, Suite B
Dallas, Texas 75226
P: 972.554.1584

OWNER
Leon Capital
3500 Maple Avenue
Suite 1600
Dallas, TX 75219

ARCHITECT
Architecture Demarest
2320 Valinda Street
Dallas, TX 75207

CIVIL ENGINEER
Spiers Engineering & Surveying
3575 Lone Star Circle
Suite 434
Fort Worth, TX 76177

LAKESOUND HICKORY CREEK, TEXAS

Rev.	Date:	Description:

Project Number: 21037
Date: AUGUST 22, 2022
Issue: ISSUE FOR PERMIT

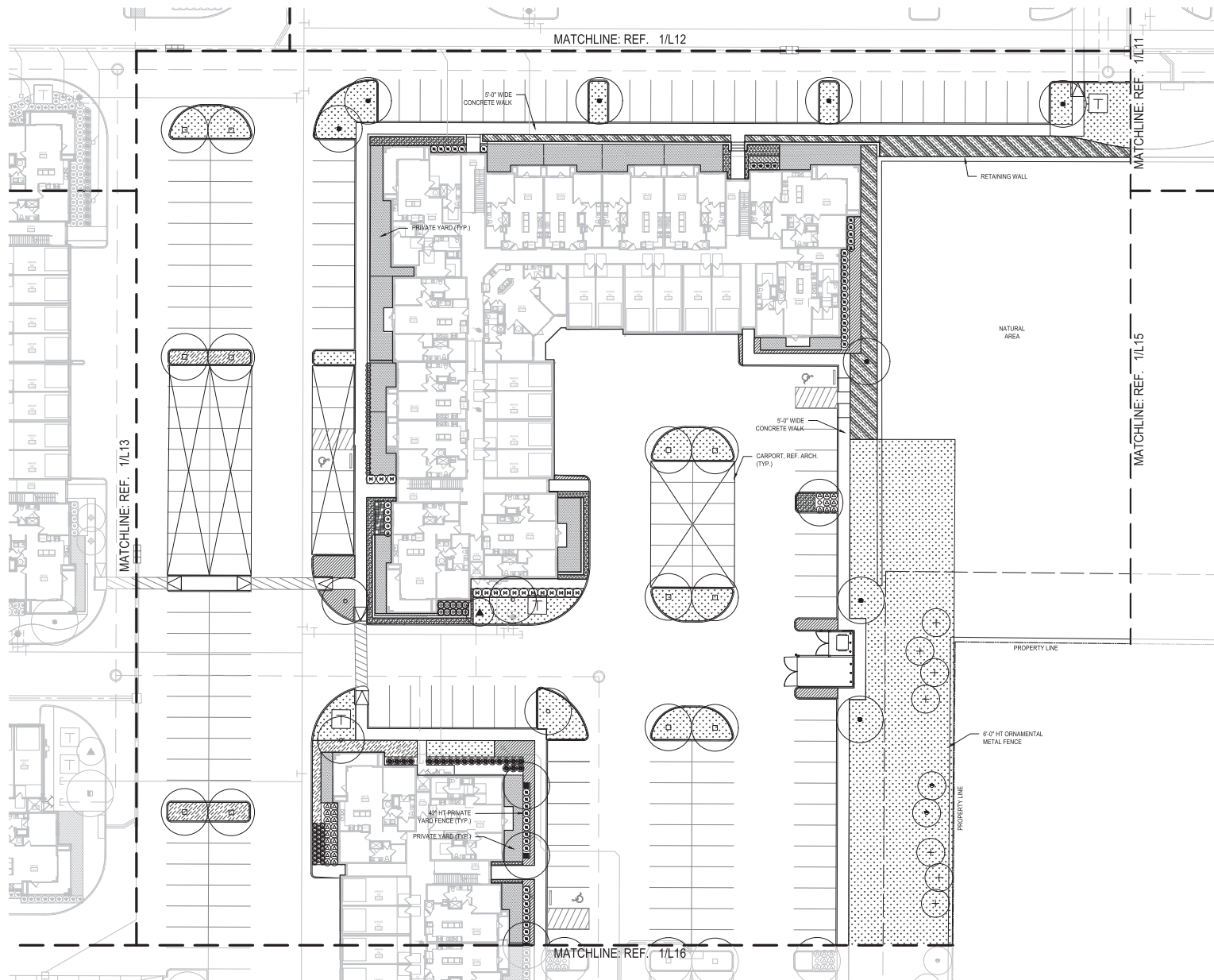
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PERMIT
FOR REVIEW ONLY - NOT FOR
CONSTRUCTION OR PERMIT
PURPOSES

Michael Loveluck 3529
August 22, 2022

Sheet Number:
L13

ISSUE FOR PERMIT - NOT FOR CONSTRUCTION



Bud Creative, LLC
3800 Main Street, Suite
Dallas, Texas 7522
P: 570.954.1984

OWNER

OWNER
Leon Capital
3500 Maple Avenue
Suite 1600
Dallas, TX 75219

ARCHIT

ARCHITECT
Architecture Demarest
2320 Valdina Street
Dallas, TX 75207

CIVIL ENGINEER

CIVIL ENGINEER
Spiars Engineering & Surveying
3575 Lone Star Circle
Suite 434
Fort Worth, TX 76177

LAKESOUND
HICKORY CREEK, TEXAS

Rev:	Date:	Description:

Project Number: 21037
Date: AUGUST 22, 2022
Issue: ISSUE FOR PERMIT

Sheet Title:

**LANDSCAPE
PLAN**



OWNER
Leon Capital
3500 Maple Avenue
Suite 1600
Dallas, TX 75219

ARCHITECT
Architecture Demarest
2320 Valdina Street
Dallas, TX 75207

CIVIL ENGINEER
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Fort Worth, TX 76177

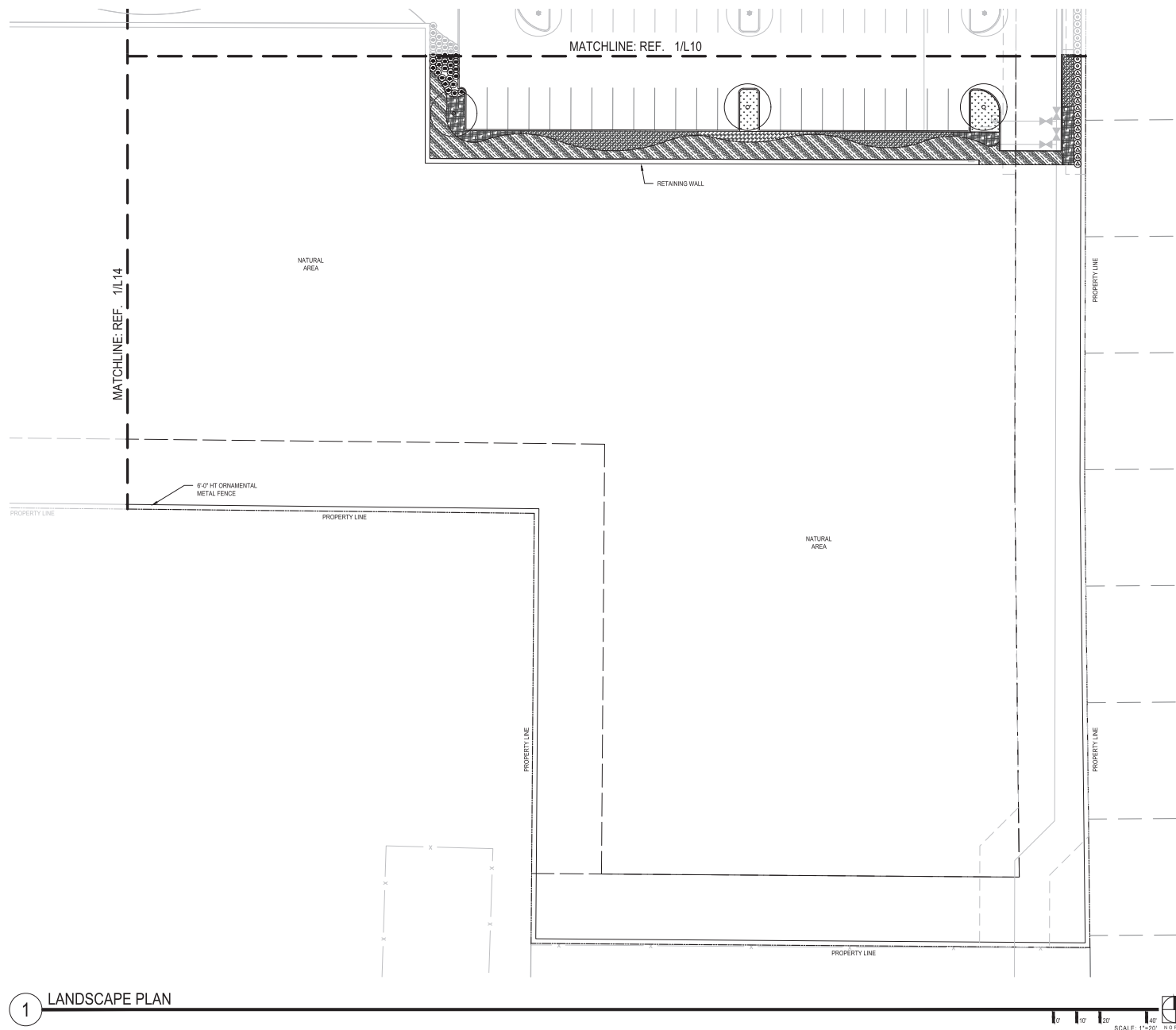
LAKESOUND
HICKORY CREEK, TEXAS

Rev:	Date:	Description:

Project Number: 21037
Date: AUGUST 22, 2022
Issue: ISSUE FOR PERMIT

Sheet Title:

LANDSCAPE PLAN



1 LANDSCAPE PLAN

OWNER
Leon Capital
3500 Maple Avenue
Suite 1600
Dallas, TX 75219

ARCHITECT
Architecture Demarest
2320 Valdina Street
Dallas, TX 75207

CIVIL ENGINEER
Spiars Engineering & Surveying
3575 Lone Star Circle
Suite 434
Fort Worth, TX 76177

LAKESOUND
HICKORY CREEK, TEXAS

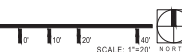
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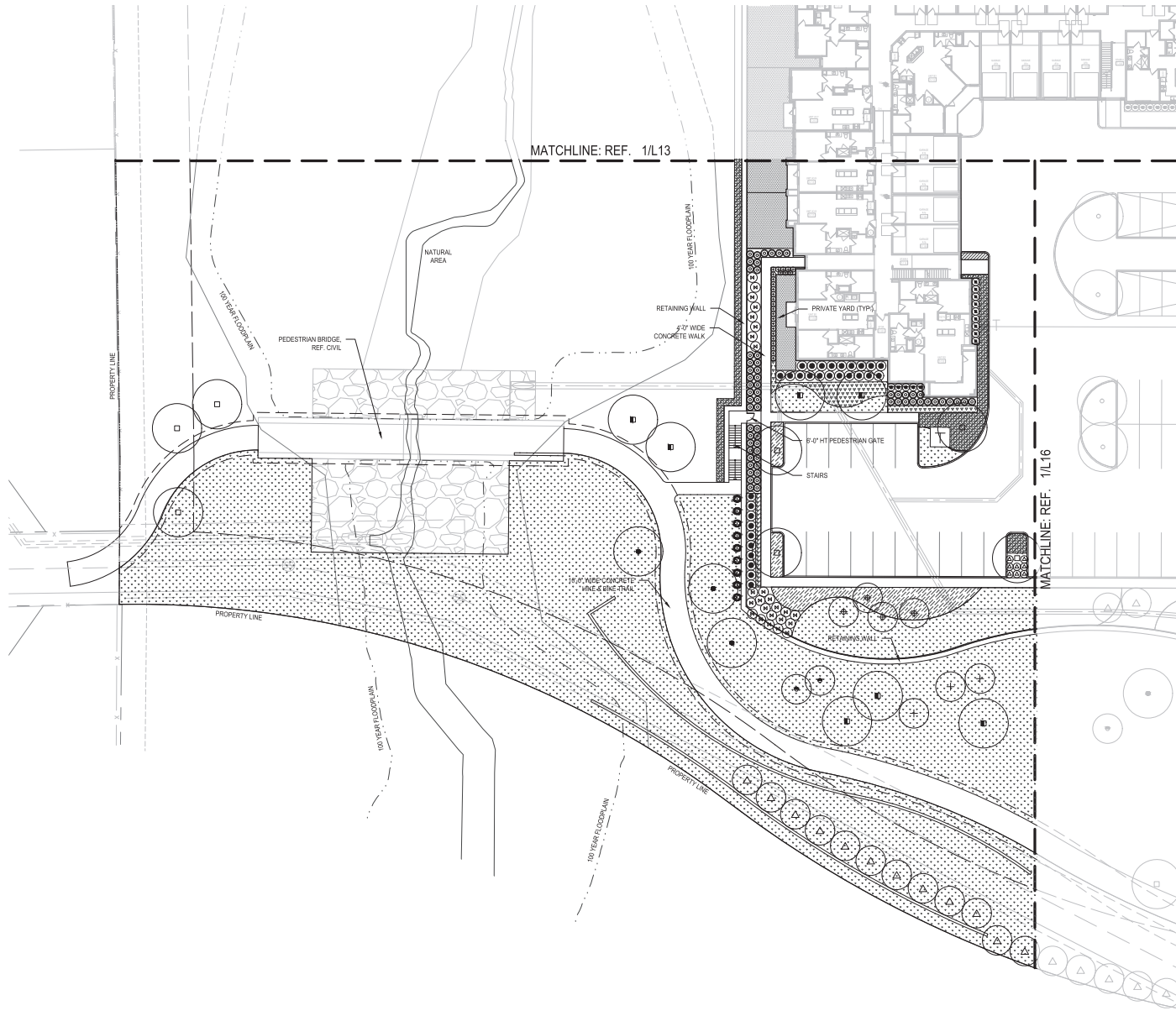
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**LANDSCAPE
PLAN**

1 LANDSCAPE PLAN



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LANDSCAPE PLAN



Bud Creative, LLC
3800 Main Street, Suite B
Dallas, Texas 75226
P: 972.554.1584

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LAKESOUND HICKORY CREEK, TEXAS

Rev.	Date:	Description:

Project Number: 21037
Date: AUGUST 22, 2022
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LANDSCAPE PLAN

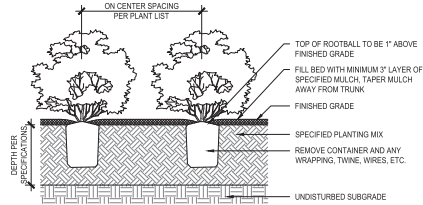
PERMIT
FOR REVIEW ONLY - NOT FOR
CONSTRUCTION OR PERMIT
PURPOSES
bud
CREATIVE
Michael Lovelace 3529
August 22, 2022

Sheet Number:
L17

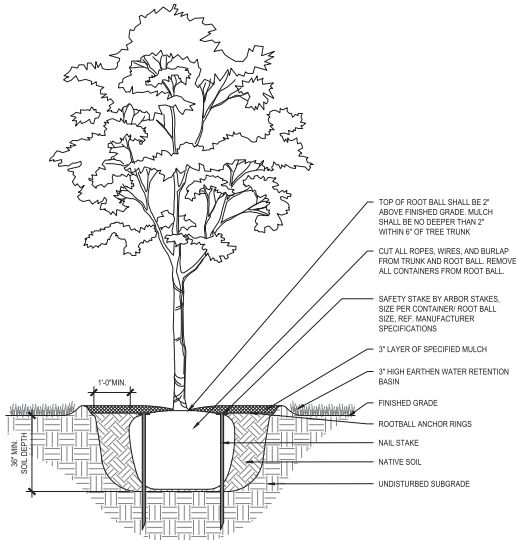
ISSUE FOR PERMIT - NOT FOR CONSTRUCTION

PLANTING NOTES

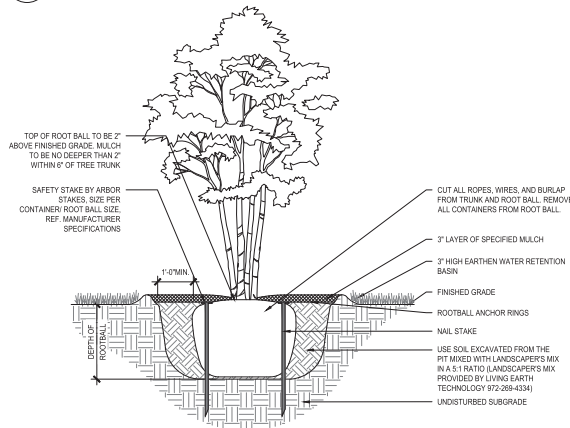
- THE CONTRACTOR SHALL FURNISH QUANTITIES NECESSARY TO COMPLETE THE PLANTING AS SHOWN ON THE PLANTING PLANS.
 - ALL PLANTS SHALL EQUAL OR EXCEED MEASUREMENTS SPECIFIED IN THE PLANT LIST WHICH ARE THE MINIMUM ACCEPTABLE.
 - PLANTS SHALL BE MEASURED BEFORE PRUNING. NECESSARY PRUNING SHALL BE PERFORMED AFTER THE PLANT IS UNTIED AND PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY MAJOR PRUNING REQUIREMENTS DUE TO DAMAGE. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT NEEDS SIGNIFICANT PRUNING DUE TO DAMAGE FROM SHIPMENT OR HANDLING.
 - WHEN FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF TREES OR SHRUBS IS SHOWN, STOCK SHALL BE SELECTED FOR UNIFORM HEIGHT AND SPREAD AND LABELED BY NUMBER TO ASSURE SYMMETRY IN PLANTING.
 - TREE TAGGING: THE LANDSCAPE ARCHITECT MAY ELECT TO REVIEW THE TREES AT THE PLACE OF GROWTH FOR THE PURPOSE OF SELECTION FOR THE PROJECT. WHEN ALL PLANT MATERIAL HAS BEEN SELECTED AND PRE-TAGGED BY THE LANDSCAPE CONTRACTOR, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED IN ORDER TO SCHEDULE HIS NURSERY INSPECTION WITH A MINIMUM OF 3 DAYS ADVANCE NOTICE.
 - THE CONTRACTOR SHALL ACCOMPANY THE LANDSCAPE ARCHITECT ON ALL INSPECTIONS.
 - THE CONTRACTOR SHALL HAVE SUFFICIENT ALTERNATE CHOICES TO PREVENT LOSS OF TIME IN THE EVENT THAT SOME TREES FAIL TO MEET THE APPROVAL OF THE LANDSCAPE ARCHITECT.
 - ALL TREES MUST BE APPROVED IN THE FIELD BY THE LANDSCAPE ARCHITECT BEFORE DIGGING BEGINS.
 - IF IT IS DETERMINED THAT TREE TAGGING WILL NOT TAKE PLACE, THE CONTRACTOR IS RESPONSIBLE TO SUBMIT REPRESENTATIVE PHOTOGRAPHS FOR REVIEW OF ALL PLANT MATERIALS AT THE SPECIFIED SIZES OR GREATER. ALL PHOTOS MUST INCLUDE A MEASURING DEVICE THAT IS CLEARLY LEGIBLE WITH PLANT COMMON NAME, BOTANICAL NAME, AND SUPPLIER INFORMATION.
- LOCATIONS OF PLANT MATERIAL SHOWN ON PLANS ARE APPROXIMATE. FINAL LOCATIONS WILL VARY FROM PLAN AND SHALL BE DETERMINED IN THE FIELD UNDER THE DIRECTION OF THE LANDSCAPE ARCHITECT.
 - CONTRACTOR SHALL PROVIDE PRE-MARKED, COLOR-CODED FLAGS FOR ALL SHADE TREES, EVERGREEN TREES AND FLOWERING TREES.
 - LANDSCAPE ARCHITECT SHALL PLACE THE COLOR-CODED FLAGS TO INDICATE PLANT LOCATIONS.
 - CONTRACTOR SHALL PLACE TREES ABOVE GROUND IN ACCORDANCE WITH THE FLAGGED LOCATION. THE LANDSCAPE ARCHITECT MAY REQUEST THE CONTRACTOR TO MOVE, TURN OR RELOCATE THE PLANT MATERIAL AT THIS TIME. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR PRE-DIG TREE PITS.
 - UPON FINAL APPROVAL BY THE LANDSCAPE ARCHITECT OF TREE PLACEMENT, CONTRACTOR SHALL PAINT A CIRCLE AROUND THE BALL OF THE TREE, MOVE TREE AND EXCAVATE TREE PIT.
- PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY; HAVE NORMAL GROWTH HABITS; WELL DEVELOPED BRANCHES, DENSELY FOLIATED, VIGOROUS ROOT SYSTEMS, BE FREE FROM DEFECTS AND INJURIES AND COMPLY WITH ANY SPECIAL INSTRUCTIONS NOTED WITHIN THE PLANT LIST.
- PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY. IN THE EVENT THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROTECT PLANT STOCK WHICH HAS NOT BEEN PLANTED. PLANTS SHALL NOT REMAIN UNPLANTED FOR LONGER THAN A THREE DAY PERIOD AFTER DELIVERY.
- QUALITY, BRANCHING AND SIZE OF PLANTS, INCLUDING ROOT SIZE, SHALL BE IN ACCORDANCE WITH AMERICAN STANDARDS FOR NURSERY STOCK AND ISO 1-2014 (MOST RECENT EDITION) AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
- B&B PLANTS SHALL BE HANDLED FROM THE BOTTOM OF THE ROOT BALL ONLY. PLANTS WITH BROKEN, SPLIT OR DAMAGED ROOT BALLS SHALL BE REJECTED.
- ALL PLANTING BEDS SHALL BE MULCHED TO A DEPTH OF 3 INCHES WITH FINE GROUND, SHREDDED HARDWOOD BARK MULCH, DOUBLE-SHREDDED, AND FREE OF GROWTH OR GERMINATION INHIBITING INGREDIENTS. MULCH SHOULD NOT COME INTO CONTACT WITH THE ROOT COLLAR OF TREES OR SHRUBS. THE TOP OF THE ROOT BALL FOR ALL B&B PLANTS SHALL BE EXCAVATED TO EXPOSE THE ROOT FLARE. THE ROOT FLARE SHALL BE AT THE TOP OF THE BALL AND PLANTED LEVEL OR 1" ABOVE FINISHED GRADE.
- THE LAYOUT OF ALL BEDLINES SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT ON-SITE PRIOR TO INSTALLING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITY MARK OUTS AND COMPLIANCE WITH ALL FEDERAL, STATE OR LOCAL CODES, LAWFUL ORDERS OR REGULATIONS GOVERNING UPON THIS WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF ALL TREE GUYS, STAKES, SUPPORTS AND MULCH RINGS OR BEDS DURING THE CONSTRUCTION AND MAINTENANCE PERIOD.
- THE CONTRACTOR SHALL REPORT ANY SOIL OR DRAINAGE CONDITIONS CONSIDERED DETRIMENTAL TO THE GROWTH OF THE PROPOSED PLANT MATERIAL. TREES SHALL BE PRUNED OF ANY BRANCHES THAT INTERFERE WITH PEDESTRIANS, VEHICLES OR SIGNS. SHADE TREES MUST BE SINGLE TRUNK, TREE FORM SPECIMENS. ALL PARKING LOT AND STREET TREES SHALL BE LIMITED TO A HEIGHT OF SEVEN FEET.
- ANY DISCREPANCY BETWEEN THE PLANS AND FIELD CONDITIONS SHALL BE RESOLVED BY THE LANDSCAPE ARCHITECT IN THE FIELD.
- PLANTING OPERATIONS SHALL BE PERFORMED DURING PERIODS WITHIN THE PLANTING SEASON WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE AND IN ACCORDANCE WITH ACCEPTABLE LOCAL PRACTICE.
- AUTOMATIC IRRIGATION SYSTEM WITH CONTROLLER TO BE INSTALLED WITH SPRAY IRRIGATION AT ALL TURF AREAS AND DRIP AT ALL PLANTING AREAS.



2 SHRUB BED PLANTING
SECTION NOT TO SCALE



1 STANDARD TRUNK TREE PLANTING
SECTION NOT TO SCALE



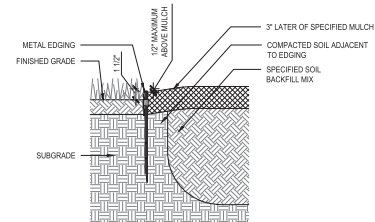
3 MULTI-TRUNK TREE PLANTING
SECTION NOT TO SCALE

PLANT SCHEDULE						
SHADE TREES						
KEY	BOTANICAL NAME	COMMON NAME	CAL.	HT.	SPRD.	CONTAINER
0	AC	Acer grandidentatum	Elgouth Maple	3' Min.	12'-14'	B&B
1	MOC	Magnolia grandiflora Claudia Wannermaier	Claudia Wannermaier Southern Magnolia	3' Min.	12'-14'	B&B
2	QT	Quercus laevis	Red Oak	3' Min.	12'-14'	B&B
3	QV	Quercus virginiana	Live Oak	3' Min.	12'-14'	B&B
4	UP	Ulmus parvifolia	Landmark Elm	3' Min.	12'-14'	B&B

ORNAMENTAL TREES & PALMS						
KEY	BOTANICAL NAME	COMMON NAME	HT.	SPRD.	CONTAINER	COMMENTS
5	OC	Cercis canadensis L. var. texensis	Texas Redbud	2' Min.	10'-12'	B&B
6	OF	Conoclinium	Flowering Dogwood	2' Min.	10'-12'	B&B
7	IV	Ilex vomitoria	Yewon Holly	2' Min.	10'-12'	B&B
8	MG	Magnolia grandiflora Little Gem	Little Gem Magnolia	2' Min.	10'-12'	B&B
9	PC	Phoenix canariensis	Palm Leaf Plant	10'-12'	B&B	

SHRUBS						
KEY	BOTANICAL NAME	COMMON NAME	HT.	SPRD.	CONTAINER	COMMENTS
10	DF	Dalmanella	Black Daisies	36"	36"	3 Gal.
11	FJ	Fatsia japonica	Asiatic	36"	36"	3 Gal.
12	HPA	Heptameris parviflora 'Pepi PP 821.729	Bowlegged Red Yucca	24"	24"	3 Gal.
13	HO	Hydrangea quercifolia	Oakleaf Hydrangea	24"	36"	3 Gal.
14	IC	Ilex cornuta 'Canoe'	Canebox Holly	24"	24"	3 Gal.
15	MD	Malvastrum drummondii	Turk's Cap	24"	36"	3 Gal.
16	PMP	Polycarpus macrophyllus 'Pringles Dwarf'	Pringles Dwarf Polycarpus	36"	36"	3 Gal.
17	SL	Salvia leucantha	Mexican Bush Sage	36"	36"	3 Gal.
18	SD	Symphoricarpos orbiculatus	Cowberry	36"	36"	3 Gal.
19	VP	Yucca pallida	Palm Yucca	12"	12"	3 Gal.

PERENNIALS, GROUNDCOVERS & ORNAMENTAL GRASSES						
KEY	BOTANICAL NAME	COMMON NAME	HT.	SPRD.	CONTAINER	COMMENTS
20	AR	Alcea rosea	Algeria	6"	12"	1 Gal.
21	BH	Baccharis gracilis 'Hachist'	Blue Gramma	12"	12"	1 Gal.
22	CG	Conoclinium greggii	Gregg's Yellowflower	12"	12"	1 Gal.
23	LA	Lantana x hybrida 'New Gold'	New Gold Lantana	14"	20"	3 Gal.
24	LM	Lilium muscari	Lilium	12"	12"	1 Gal.
25	MC	Muhlenbergia capillaris	Gulf Muhly	24"	18"	3 Gal.
26	PA	Pennisetum alopecuroides	Little Bunny Fountain Grass	18"	18"	1 Gal.
27	PH	Physalis floridana	Frog Fruit	6"	12"	1 Gal.
28	PD	Parthenocissus quinquefolia	Virginia Creeper	24"	24"	3 Gal.
29	SC	Scutellaria ovata	Seasonal Color			By Owner
30	SD	Scutellaria ovata	Heartleaf Skullcap	12"	12"	1 Gal.
31	SG	Salvia greggii	Autumn Sage	24"	24"	1 Gal.
32	SS	Scutellaria suffruticosa	Pink Skullcap	12"	18"	1 Gal.
33	CT	Compositae tagetes lemonii	Copper Canyon Daisy	24"	24"	1 Gal.
34	TURF	Cynodon dactylon	Bermuda Grass			Soil



4 METAL EDGING
SECTION NOT TO SCALE



Red Creative, LLC
3800 Main Street, Suite B
Dallas, Texas 75208
P: 972.584.1984

OWNER
Leon Capital
3500 Maple Avenue
Suite 1600
Dallas, TX 75219

ARCHITECT
Architecture Demarest
2320 Valinda Street
Dallas, TX 75207

CIVIL ENGINEER
Sparks Engineering & Surveying
3575 Lone Star Circle
Suite 434
Fort Worth, TX 76177

LAKESOUND
HICKORY CREEK, TEXAS

Rev: Date: Description:

Project Number: 21037
Date: AUGUST 22, 2022
Issue: ISSUE FOR PERMIT

Sheet Title:

PLANTING NOTES,
SCHEDULE &
DETAILS



Sheet Number:

L18

ISSUE FOR PERMIT - NOT FOR CONSTRUCTION

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2022-09-____**

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID TOWN SO AS TO INCLUDE A CERTAIN 10.72 ACRE TRACT OR TRACTS OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, DENTON COUNTY, TEXAS WITHIN SAID TOWN LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE TOWN; ADOPTING A WRITTEN SERVICES AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 43 of the Texas Local Government Code of the Town of Hickory Creek, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the following described territory more particularly described in Exhibit “A” which is attached hereto and incorporated herein.

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

1. That the heretofore described property is hereby annexed to the Town of Hickory Creek, Denton County, Texas, and that the boundary limits of the Town of Hickory Creek be and the same are hereby extended to include the above described territory within the Town limits of the Town of Hickory Creek, and the same shall hereafter be included within the territorial limits of said Town, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the Town of Hickory Creek and they shall be bound by the acts, ordinances, resolutions, and regulations of said Town.
2. A Written Services Agreement for the area is hereby adopted and attached as Exhibit “B”, and the Mayor of Hickory Creek, Texas is authorized to execute the same.
3. The Town Secretary is hereby directed to file with the County Clerk of Denton County, Texas, a certified copy of this ordinance.
4. This ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas,
this 26th day of September, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A – LEGAL DESCRIPTION

BEING a 10.72 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in the Denton County, Texas, and being part of a called 36.253 acre tract of land described as “Tract 1” in Executor’s Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Instrument Number 2019-36351 of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at the southwest corner of a called 0.7892 acre tract of land described in deed to State of Texas, recorded in Instrument Number 2010-103394, O.P.R.D.C.T., on the west line of said 36.253 acre tract, the east line of a called 30 acre tract of land described in deed to Lennon II Family Limited Partnership, recorded in County Clerk’s Number 96-0042656, O.P.R.D.C.T. and on the south right-of-way line of Swisher Road (also known as F.M. 2181, variable width right-of-way), from which a found “TXDOT” monument bears South degrees 53 minutes 18 seconds East, a distance of 0.39 of a foot;

THENCE with the south right-of-way line of said Swisher Road, the following bearings and distances:

South 89 degrees 41 minutes 25 seconds East, a distance of 261.74 feet to the point of curvature (not monumented) of a tangent circular curve to the left, having a radius of 22,988.31 feet, whose chord bears North 89 degrees 51 minutes 05 seconds East, a distance of 367.79 feet;

Easterly, with said curve, through a central angle 00 degrees 55 minutes 00 seconds, an arc distance of 367.79 feet to a 5/8-inch found iron rod with cap for corner;

North 89 degrees 23 minutes 35 seconds East, a distance of 710.50 feet to a found “TXDOT” monument for the southeast corner of said 0.7892 acre tract, said corner being on the east line of said 36.253 acre tract and the west line of the remainder of a called 14.45 acre tract of land described in deed to W.J. Atkins, recorded in Volume 608, Page 546, D.R.D.C.T.;

THENCE South 00 degrees 26 minutes 06 seconds East, with the east line of said 36.253 acre tract, the west line of said 14.45 acre tract, a distance of 300.00 feet to a 1/2-inch set iron rod with yellow plastic cap stamped “HALFF” (hereinafter referred to as “with HALFF cap”) for corner;

THENCE over and across said 36.253 acre tract, the following bearings and distances:

South 89 degrees 23 minutes 35 seconds West, departing the east line of said 36.253 acre tract, the west line of said 14.45 acre tract, a distance of 962.95 feet to a 1/2-inch set iron rod with HALFF cap for corner;

South 00 degrees 22 minutes 12 seconds East, a distance of 174.85 feet to a 1/2-inch set iron rod with HALFF cap for corner;

South 89 degrees 23 minutes 35 seconds West, a distance of 365.86 feet to a 1/2-inch set iron rod with HALFF cap for corner on the west line of said 36.253 acre tract and the east line of aforementioned 30 acre tract;

THENCE North 01 degree 44 minutes 29 seconds West, with the west line of said 36.253 acre tract and the east line of said 30 acre tract, a distance of 482.07 feet to the **POINT OF BEGINNING AND CONTAINING** 10.72 acres (466,941 square feet) of land, more or less.

EXHIBIT B – WRITTEN SERVICE AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MUNICIPAL SERVICES AGREEMENT

This Municipal Written services Agreement ("Agreement") is entered into on the 29th day of August, 2022 by and between the Town of Hickory Creek, Texas a Type A General Law municipality of the State of Texas, ("Town") and Shirley Abernathy, Richard Goldfield, Brian Goldfield, and Susan Goldfield ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Texas Local Government Code ("LGC") permits the Town to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the Town elects to annex such an area, the Town is required to enter into a written agreement with the property owner(s) that sets forth the Town services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Denton County, Texas, which consists of approximately 10 acres of land in the Town's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request or petition with the Town for annexation of the Property ("Annexation Case");

WHEREAS, Town and Owner desire to set out the Town services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Hickory Creek Town Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, Town and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the Town that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

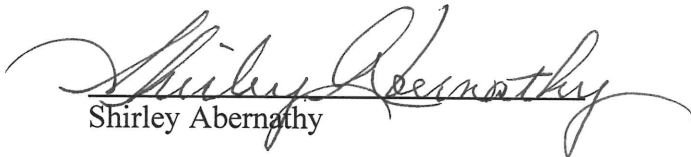
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the Town will provide the municipal services set forth on the attached Exhibit B, unless otherwise specified therein. As used in this Agreement, "providing services" includes having services provided by any method or means by which the Town may extend municipal services to any other area of the Town, including the Town's infrastructure extension policies and developer or property owner participation in accordance with applicable Town ordinances, rules, regulations, and policies.
4. **AUTHORITY.** Town and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the Town Council. Nothing in this Agreement guarantees favorable decisions by the Town Council.
5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
7. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Denton County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
8. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the Town does not waive or surrender any of its governmental powers or immunities.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

OWNER


Shirley Abernathy

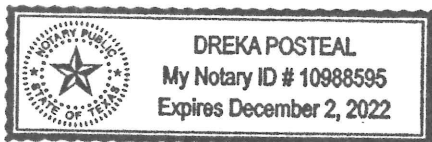
STATE OF TEXAS §


§

COUNTY OF DENTON §

On this day personally appeared before me Shirley Abernathy, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed as her free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 25th day of August, 2022.




Notary Public, State of Texas

OWNER


Richard Goldfield

STATE OF TEXAS

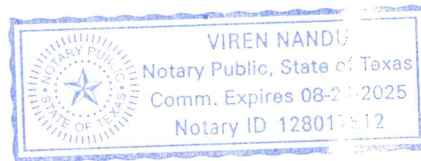
COUNTY OF DENTON

On this day personally appeared before me Richard Goldfield, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed as his free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 21st day of August, 2022.



Notary Public, State of Texas



OWNER



Brian Goldfield

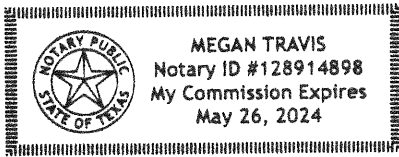
STATE OF TEXAS


COUNTY OF ~~DENTON~~

lubbock

On this day personally appeared before me Brian Goldfield, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed as his free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 13 day of August, 2022.





Notary Public, State of Texas

OWNER


Susan Goldfield

STATE OF TEXAS

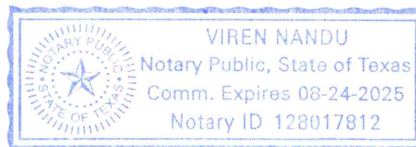
COUNTY OF DENTON

On this day personally appeared before me Susan Goldfield, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed as her free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 21st day of August, 2022.



Notary Public, State of Texas



TOWN OF HICKORY CREEK

BY: 
Lynn C. Clark, Mayor

STATE OF TEXAS §

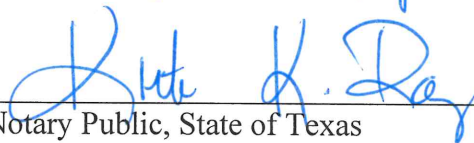
§

COUNTY OF DENTON §

On this day personally appeared before me Lynn C. Clark, Mayor of The Town of Hickory Creek, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed as her free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 29th day of August, 2022.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Town of Hickory Creek
Attention: Kristi Rogers
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

EXHIBIT A – LEGAL DESCRIPTION

BEING a 10.72 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in the Denton County, Texas, and being part of a called 36.253 acre tract of land described as "Tract 1" in Executor's Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Instrument Number 2019-36351 of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at the southwest corner of a called 0.7892 acre tract of land described in deed to State of Texas, recorded in Instrument Number 2010-103394, O.P.R.D.C.T., on the west line of said 36.253 acre tract, the east line of a called 30 acre tract of land described in deed to Lennon II Family Limited Partnership, recorded in County Clerk's Number 96-0042656, O.P.R.D.C.T. and on the south right-of-way line of Swisher Road (also known as F.M. 2181, variable width right-of-way), from which a found "TXDOT" monument bears South degrees 53 minutes 18 seconds East, a distance of 0.39 of a foot;

THENCE with the south right-of-way line of said Swisher Road, the following bearings and distances:

South 89 degrees 41 minutes 25 seconds East, a distance of 261.74 feet to the point of curvature (not monumented) of a tangent circular curve to the left, having a radius of 22,988.31 feet, whose chord bears North 89 degrees 51 minutes 05 seconds East, a distance of 367.79 feet;

Easterly, with said curve, through a central angle 00 degrees 55 minutes 00 seconds, an arc distance of 367.79 feet to a 5/8-inch found iron rod with cap for corner;

North 89 degrees 23 minutes 35 seconds East, a distance of 710.50 feet to a found "TXDOT" monument for the southeast corner of said 0.7892 acre tract, said corner being on the east line of said 36.253 acre tract and the west line of the remainder of a called 14.45 acre tract of land described in deed to W.J. Atkins, recorded in Volume 608, Page 546, D.R.D.C.T.;

THENCE South 00 degrees 26 minutes 06 seconds East, with the east line of said 36.253 acre tract, the west line of said 14.45 acre tract, a distance of 300.00 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with HALFF cap") for corner;

THENCE over and across said 36.253 acre tract, the following bearings and distances:

South 89 degrees 23 minutes 35 seconds West, departing the east line of said 36.253 acre tract, the west line of said 14.45 acre tract, a distance of 962.95 feet to a 1/2-inch set iron rod with HALFF cap for corner;

South 00 degrees 22 minutes 12 seconds East, a distance of 174.85 feet to a 1/2-inch set iron rod with HALFF cap for corner;

South 89 degrees 23 minutes 35 seconds West, a distance of 365.86 feet to a 1/2-inch set iron rod with HALFF cap for corner on the west line of said 36.253 acre tract and the east line of aforementioned 30 acre tract;

THENCE North 01 degree 44 minutes 29 seconds West, with the west line of said 36.253 acre tract and the east line of said 30 acre tract, a distance of 482.07 feet to the **POINT OF BEGINNING AND CONTAINING** 10.72 acres (466,941 square feet) of land, more or less.

EXHIBIT B - SERVICES

1. Fire & Emergency Medical Services: The Town contracts through an interlocal agreement for fire protection with the Lake Cities Fire Department. The Department will provide emergency and fire prevention services to the Property. These services include:
 - a. Fire suppression and rescue;
 - b. Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - c. Hazardous materials response and mitigation;
 - d. Emergency prevention and public education efforts;
 - e. Technical rescue response; and
 - f. Construction Plan Review and required inspections.

Fire protection from the Lake Cities Fire Department shall be provided to the Property at a level consistent with current methods and procedures presently provided to similar areas of the Town on the effective date of the ordinance.

2. Police: The Town's Police Department will provide protection and law enforcement services. Police protection shall be provided to the Property at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the ordinance. These services include:
 - a. Normal patrol and responses;
 - b. Handling of complains and incident reports;
 - c. Special units, such as traffic enforcement and investigations; and
 - d. Coordination with other public safety support agencies.

Police protection will be provided at a level consistent with other similarly situated areas within the town limits.

3. Planning, Zoning, and Building: The Town's Planning and Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
4. Publicly Owned Parks, Facilities, and Buildings:

- a. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the Town. Fees for such usage shall be in accordance with current fees established by ordinance. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the Town will provide for maintenance and operation of the same upon acceptance of legal title thereto by the Town and appropriations therefor.
- b. In the event the Town acquires any other parks, facilities, or buildings necessary for Town services within the Property, the appropriate Town department will provide maintenance and operations of the same.

Any publicly owned facility, building, or service located within the Property, and not otherwise owned or maintained by another governmental entity, shall be maintained by the Town on the effective date of the annexation ordinance.

5. Streets:

- a. The Town will maintain the public streets and streetlights over which the Town has jurisdiction. The Town will provide regulatory signage services in accordance with the Town policies and procedures and applicable laws.
- b. Emergency street maintenance shall be provided within the Property on the effective date of the applicable ordinance of acceptance.
- c. Routine maintenance will be provided within the Property and will be scheduled as part of the Town's annual program and in accordance with the current policies and procedures defined by the ordinance and/or as established by the Town Council.
- d. Any street construction or reconstruction will be considered within the Property on a Town-wide basis and within the context of the Town's CIP and/or yearly fiscal budgetary allotments by the Town Council.

6. Solid Waste, Water, and Wastewater:

- a. Solid Waste Services: The Town will provide solid waste collection services in accordance with existing Town ordinances and policies, except where prohibited by law.
- b. Solid Waste: Solid Waste and Recycling Collection Services will be provided to the Property immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the Town. Private solid waste collection service providers operating in the Property immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code.

c. Wastewater Facilities:

- i. Publicly provided wastewater service is within service areas of Lake Cities Municipal Utility Authority. LCMUA currently serves the area with wastewater services.
- ii. Operation and maintenance of wastewater facilities in the Property that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the Property will be the responsibility of the owner.

d. Water Facilities:

- i. Operation and maintenance of water facilities in the Property that are within the service area of another water utility will be responsibility of that utility.
- ii. Existing developments, business or homes that are on individual water wells or private water systems will be allowed to continue to remain on these systems until a request for water service is made to LCMUA. These requests for service will be handled in accordance with the applicable utility service line extension and connection policies currently in place at the time the request for service is received.

7. Code Compliance: The Town's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.
8. Other Services: Other services that may be provided by the Town, such as municipal and general administration will be made available on the effective date of the annexation. The Town shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the Town with similar topography, land use, and population density similar to those reasonably contemplated or projected in the Property. Owner understands and acknowledges that the Town departments listed above may change names or be re-organized by the Town Manager. Any reference to a specific department also includes any subsequent Town department that will provide the same or similar services.
9. Uniform Level of Service Not Required: Nothing in this Service Plan shall require the Town to provide a uniform level of full municipal services to each area of the Town, including the Property's, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service in the sole discretion of the Town.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2022-0926-__**

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 AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND THE TOWN OF SHADY SHORES CONCERNING PUBLIC WORKS SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement with the Town of Shady Shores (hereinafter the "Agreement") for certain public works services according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute 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 September, 2022.

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

PUBLIC WORKS AGREEMENT BY AND BETWEEN THE TOWN OF SHADY SHORES AND THE TOWN OF HICKORY CREEK, TEXAS

This Interlocal Agreement ("the Agreement") is made and entered into by and between the TOWN OF SHADY SHORES, (hereinafter referred to as "SHADY SHORES") and the TOWN OF HICKORY CREEK (hereinafter referred to as "HICKORY CREEK") municipal corporations, each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials.

WHEREAS, this Agreement is authorized by Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code, authorizes local governments to participate in cooperative purchasing programs with other local governments, to purchase goods or services off contracts existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, SHADY SHORES and HICKORY CREEK wish to enter into this Agreement to set forth the terms and conditions upon which HICKORY CREEK agrees to provide public services described herein to SHADY SHORES for compensation and under the terms set forth below; and

WHEREAS, participation in this Agreement will be beneficial to the taxpayers of SHADY SHORES and HICKORY CREEK through the efficient use of labor, equipment and materials provided by HICKORY CREEK in return for the compensation paid by SHADY SHORES; and

WHEREAS, SHADY SHORES has current funds available to satisfy any fees owed pursuant to this Agreement.

NOW THEREFORE, SHADY SHORES and HICKORY CREEK, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. This Agreement shall be effective upon execution by both parties. This agreement shall be in full force and effect until terminated by either party upon thirty (30) days written notice to the other party.

2. SHADY SHORES agrees to pay the sum of Fifty Thousand dollars (\$50,000.00) to HICKORY CREEK per fiscal year, and pro rata for any portion thereof, for the Services described below. This Agreement will be reviewed by the two parties after six months to determine any changes or additions as needed.

3. The Services to be provided by Hickory Creek are as follows:

- a. Includes all equipment, fuel and staffing unless project is out of the ordinary. Does not include materials.
- b. Includes flat work inspection on driveways.
- c. Includes inspections for Pavlov work. (ROW)
- d. Includes newly constructed road inspections.
- e. SWPPP inspections

Additional services to be provided and are included in the yearly fee:

- Placing barricades and road closure signs
- Pothole patching and minor street repairs
- Clear and repair damaged or blocked culverts
- Coordinate with 811 for the utility line locations when preparing a job site
- Maintain street sign inventory and coordinate with town staff to keep adequate supply on hand
- Report street light outages to town staff
- Maintain and program school warning signs
- Replace broken or lost street signs including installation and or repair
- Trim trees and brush in right of ways or as otherwise directed
- Coordinate with the US Army Corps of Engineers to perform necessary work on COE property
- Perform set up and cleanup tasks at job site

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties;

5. This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Notice as required by this Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

SHADY SHORES

Town of Shady Shores
Attn: Mayor
101 S. Shady Shores Rd.
Shady Shores, TX 76208
Telephone: (940) 498-0044

HICKORY CREEK

Town of Hickory Creek
Attn: Town Administrator
1075 Ronald Reagan Ave.
Hickory Creek, TX 75065

The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

7. This Agreement shall be governed by the laws of the State of Texas and any action relating to this Agreement shall be filed in district court in Denton County, Texas Exclusive venue.

8. Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of , damage to, or loss of use to any property arising out of or in connection with this Agreement.

SHADY SHORES AND HICKORY CREEK agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent

of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to SHADY SHORES or HICKORY CREEK under Texas law and without waiving any defenses of SHADY SHORES or HICKORY CREEK under Texas law. The provisions of this section are solely for the benefit of SHADY SHORES and HICKORY CREEK and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9. This Agreement (with any referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by both parties.

IN WINESS WHEREOF, this Agreement is effective the 1st day of October, 2022, in duplicate originals.

**APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES,
TEXAS:**

BY:

Cindy Aughinbaugh, Mayor

Date

Wendy Withers, Town Secretary

Date

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

Date

CITY OF HICKORY CREEK, TEXAS

By: _____
Lynn Clark, Mayor

Date

John Smith , Town Manager

Date

ATTEST:

Kristi Rogers, Town Secretary

Date

APPROVED AS TO FORM:

Trey Sargent, Town Attorney

Date

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2022-0926-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, SUPPORTING DENTON COUNTY'S TRANSPORTATION ROAD IMPROVEMENT PROGRAM, PROPOSITION A ON THE NOVEMBER 8, 2022, ELECTION BALLOT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Denton County is one of the 10 fastest growing counties in the Nation; and

WHEREAS, an estimated 82 people move to Denton County every day; and

WHEREAS, federal and state funding agencies look for partnerships for leveraging opportunities for new roads; and

WHEREAS, the state and federal gas tax rates have not been increased in 23 years; and

WHEREAS, fuel efficiency is reducing available transportation funding; and

WHEREAS, regional funding requires local government financial participation; and

WHEREAS, investing in roadway transportation is a family value that improves the quality of life of our residents, decreases congestion on city, county, and state roads, provides through traffic on city roads, improves air quality, reduces standing traffic emissions, enhances economic development, keeps tax base strong and increases safety by providing better ambulance service accessibility, reduces dangerously high roadbeds and improves bus routes; and

WHEREAS, Denton County Commissioners, working with partners, have utilized the voter-approved proceeds of \$187 million from the 2004 and \$310 million from the 2008 road bond programs to fund and construct more than \$8.4 BILLION in roadway projects throughout the county that improve the quality of life of every resident; and

WHEREAS, Denton County has effectively managed its road bond debt to maintain its AAA bond rating; and

WHEREAS, Denton County's tax rate has dropped from \$0.24.98/\$100 valuation in 2009 to \$0.23.3/\$100 valuation in 2021.

WHEREAS, TRIP-22 identifies comprehensive county-wide transportation priorities that will further increase access and mobility within the County; and

WHEREAS, the 113 roadway projects in TRIP-22 represents active partnerships between Denton County, State, Region and local entities; and

WHEREAS, TRIP-22 was developed in close cooperation with the Texas Department of Transportation and the North Central Texas Council of Governments; and

WHEREAS, TRIP-22 is estimated to generate billions in leveraged roadway improvements; and

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

Section 1: That the Town hereby endorses the 2022 Denton County Bond Election known as the “Transportation Road Improvement Program, 2022 – TRIP-22” as approved by the Denton County Commissioners Court on August 16, 2022 and encourage the residents of Denton County to vote for its passage on November 8, 2022.

Section 2. That this resolution is effective upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 26th of September, 2022.

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2022-0926-__**

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 AND UTILITY ASSOCIATES, INC. CONCERNING LAW ENFORCEMENT TECHNOLOGY SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement with Utility Associates Inc. (hereinafter the "Agreement") for certain law enforcement technology services according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute 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 September, 2022.

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



Sales Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Hickory Creek TX Police
Date	2/24/2022
Sales Quote#	131889-R
Expires	11/1/2022
Sales Rep	Dahlia Blake
PO#	
Terms	Custom Installment

Bill To

Jon Causseaux
Hickory Creek, TX Police
1075 Ronald Reagan Ave
Hickory Creek TX 75065
jon.causseaux@hickorycreek-tx.gov

Ship To

Jon Causseaux
Hickory Creek, TX Police
1075 Ronald Reagan Ave
Hickory Creek TX 75065
jon.causseaux@hickorycreek-tx.gov

Item	Description	Quantity	Price Each	Amount
BWI-S-4005-R	Renewal of AVaiL Web SaaS and Warranty with 24/7 Technical Support for BodyWorn and Rocket IoT In-Car - 5 Year - From 12/01/2024 to 11/30/2029	8	\$9,600.00	\$76,800.00
SWP-S-4005	Renewal of SaaS for Smart WayPoint Access Point - 5 Years - 12/01/2024 to 11/30/2029	1	\$3,500.00	\$3,500.00
IOTRM-S-4005	Renewal of SaaS for RocketIoT Interview Room - 5 Years - 12/01/2024 to 11/30/2029	1	\$9,600.00	\$9,600.00
BW-S-4005-R	Renewal of AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - 5 Years - 12/01/2024 to 11/30/2029	6	\$4,500.00	\$27,000.00
ALPR-S-4005	AVaiL Web SaaS and Warranty with 24/7 Technical Support for ALPR - 5 Years - 12/01/2024 to 11/30/2029	1	\$9,725.00	\$9,725.00
ALPR-H-4001-X5	ALPR Video System Hardware Bundle *ADD Material Bundle at Time of Order*	1	\$1,475.00	\$1,475.00
BodyWorn Refresh	Shipped Upon Receipt of Payment 1, Renewal BodyWorn Hardware Refresh - Includes Media Controller, Charging Cables, Case, Holster, and Screen Protector	15	\$900.00	\$13,500.00
IOTVID-H-4001-X5	Rocket IoT In-Car Video System Hardware Bundle - includes BW MIC	1	\$2,400.00	\$2,400.00
IOTVID-S-4006	AVaiL Web SaaS and Warranty with 24/7 Technical Support for Rocket IoT (In-Car Video Only) - 6 Years	1	\$9,600.00	\$9,600.00
RIOT-H-1010095	RIoT In Car Front Camera - Q150- 4mm lens	7	\$650.00	\$4,550.00
RIOT-H-1343	RIoT ICV Full Re-Install/Transfer Kit	1	\$500.00	\$500.00

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details.

Please forward all inquiries to insidesales@utility.com



Sales Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Hickory Creek TX Police
Date	2/24/2022
Sales Quote#	131889-R
Expires	11/1/2022
Sales Rep	Dahlia Blake
PO#	
Terms	Custom Installment

Bill To

Jon Causseaux
Hickory Creek, TX Police
1075 Ronald Reagan Ave
Hickory Creek TX 75065
jon.causseaux@hickorycreek-tx.gov

Ship To

Jon Causseaux
Hickory Creek, TX Police
1075 Ronald Reagan Ave
Hickory Creek TX 75065
jon.causseaux@hickorycreek-tx.gov

Item	Description	Quantity	Price Each	Amount
DISCOUNT	Legacy Client Discount - Early Renewal Discount Incentive Hickory Creek PD ONLY!	1	(\$52,375.00)	(\$52,375.00)
Description	Payment Schedule: (all Existing Payments to KS State Bank - From The Original Contract, Remain). Annual Payment Schedule - Paid Directly to Utility \$21,255 / YR. Due Dec 2022 \$21,255 / YR. Due Dec 2024 \$21,255 / YR. Due Dec 2025 \$21,255 / YR. Due Dec 2026 \$21,255 / YR. Due Dec 2027			

Signature Line

Signature: _____

Name: _____

Date: _____

PO: _____

Subtotal	\$106,275.00
Sales Tax (%)	\$0.00
Total	\$106,275.00

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details.

Please forward all inquiries to insidesales@utility.com

CLIENT SERVICE AGREEMENT

INTRODUCTION

This service agreement describes the levels of service that the (“Client” or “Client”) will receive from Utility Associates, Inc. (“UA” or “Supplier”).

Purpose

The Client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the Client’s business.

This service agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This agreement is between:

The Client:	The Supplier:
Hickory Creek TX Police	Utility Associates Inc.
1075 Ronald Regan Ave Hickory Creek TX 75065	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Carey Dunn- Chief Phone 940-279-7052 Email:carey.dunn@hickorycreek-tx.gov	Key Contact: Amanda A. Havice 800-597-4707 contracts@utility.com

Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of this service agreement and will run for the term of the agreement plus any extensions of such agreement.

It may be revised at any point by mutual written agreement, including if there are any changes to the Client’s system.

Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the Client and Supplier.

Item Type	Number of Items	Item Priority
BodyWorn Camera	Qty 15 Supplied by Utility	1
Bluetooth Controller	Qty 15 Supplied by Utility	2
Rocket IoT In-Car Video (No tablet)	Qty 1 Supplied by Utility	1
ALPR Video System	Qty 1 Supplied by Utility	1
Riot In Car Front Camera	Qty 7 Supplied by Utility	1
AVaiL Web (for new equipment supplied in this agreement)	Qty Unlimited Licenses Supplied by Utility	1
AVaiL Web (for Client's existing equipment purchased prior to this agreement)	Qty Unlimited Licenses Supplied by Utility	1
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.		

Exclusions

This agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services of the Client.

This agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the IT system used by the Client. This Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will do the following:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

Client Responsibilities

The Client will use the Supplier-provided IT system as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of this Agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the Client directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVaiL™", "AVaiL Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Client; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Client and the services described herein are collectively referred to as the "Service". Subject to Client's payment of the applicable fees and Client's compliance with the terms of this Agreement, Client, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Client's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Client Administrator") an individual login identifier and password ("Administrator Login") for purposes of administering the Service. Using the Administrator's Login, the Client Administrator shall assign each Licensed User a unique login identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Client shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Client shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such login identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Client and/or its Licensed Users are in material breach of this Agreement. Client shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Client or one of its affiliates is terminated.

UA shall have no responsibility for managing, monitoring, and/or overseeing Client's and its Licensed Users' use of the Service. Client acknowledges that the Service may contain devices to monitor Client's compliance with the terms and restrictions contained herein and Client's obligations hereunder.

1.1.2 Operating Environment. Client is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Client to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Client shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Client is using under this Agreement, Client will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Client may elect to purchase the optional software modules for an additional fee; however, Client has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Client support in the form of a Help Desk. Clients reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Client and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Client or Client's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Client's direction, UA restricting Client's and its Licensed Users access to the Service.

b. Commitment. Client is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Client satisfying its obligations herein, UA guarantees that the Service will be available to Client and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Client a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's BodyWorn Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the multi-year service agreement, UA will furnish the following allotments and services during initial project launch.

a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per BodyWorn camera purchased, will be modified to BodyWorn ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.

b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear service agreement, include the following:

- (i) Duty shirts (long or short sleeve)
- (ii) Soft outer carrier vest
- (ii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to BodyWorn ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- (i) Polo shirts
- (ii) Commando style sweaters
- (ii) Tactical vest or outer plate carriers
- (iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small businesses in your respective area.

- (i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
- (ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
- (iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.
- (iv) Annual Warranty and Support Fee of \$300, per year, will be assessed of the certified uniform reseller. Failure to pay within 30 days of invoice will void any warranty claims against grommeting machine hardware provided for the purposes of BodyWorn ready uniform retrofitting

1.2.1 Uniform Retrofit Pricing Schedule. Prices effective May 2021.

a. BodyWorn - **standard** garment retrofit service table

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, BodyWorn Ready	\$13
Blauer 8780, 8370, 8375, 8470 (XP Series)	Carrier Vest Mount, BodyWorn Ready	\$23
Blauer 343, 343R	Traffic Safety Vest, BodyWorn Ready	\$23
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, BodyWorn Ready	\$23
Spiewak	Carrier Vest Mount, BodyWorn Ready	\$33

Duty Jacket (Charge per Layer)	All Jackets (Except Leather – Estimate Only)	\$23
All Standard Uniform Types	Grommet Swap Out	\$10

b. BodyWorn **non-standard** garment retrofit service table. Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered. For additional questions, comments or concerns please email UA at: uniforms@utility.com.

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest or Load Bearing Vest (LBV) – All Styles	\$53
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Estimate Only
Patches	
Single	\$5
Pair	\$6
Name Tape - Includes Embroidery and Velcro	\$10

Motor unit jackets must be quoted via design consult, please contact uniforms@utility.com to schedule.

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Client's payment of all applicable Fees, UA hereby grants to Client a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Client's and its affiliates' internal business purposes, on a computer or a computer network operated by Client, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Client's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Client. In order to use the Service, the Client agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Client's use of the Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s).

2.3 Restrictions. Client and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Client shall pay annual Service usage fees ("Fees"). Client is not liable for applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated ("Taxes") if Customer provides State authorized tax exemption form. If Customer fails to provide such exemption form, Customer shall reimburse UA for the amount of any such Taxes. If Client fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, UA may bill Client a 1.5% fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein. Should Client have a billing dispute, Client must provide notice to UA in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount or else Client will waive the right to dispute the amount set forth on the invoice. Clients are still obligated to pay undisputed amounts.

3.2 Time-and-Materials Service. If Client requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Client returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) Authorization. Failure to return warranty replacement items in the time specified by UA may result in additional fees or surcharges assessed at UA's sole discretion. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation

by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Client Responsibilities. Each party (the “Representing Party”) represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If provide Client, as Client’s sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Client represents and warrants to UA that Client and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user’s use and enjoyment of the Service.

4.3 Export Restrictions. Client represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Client also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Client represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Client further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. Client ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CLIENT ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN “AS-IS” BASIS, AND (b) UA MAKES, AND Client RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON INFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CLIENT’S NEEDS.

4.5 Retention of Utility Generated System Media. The standard retention period for unclassified videos is twelve (12) months. The responsibility of video classification remains with the Client, for the duration of the agreement term. Exceptions to this retention period will incur a separate rate charge to the overall agreement, regardless of when said requests for adjustment are made.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term “Confidential Information” means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Client or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its Clients, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Client can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Client, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Client on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Client without violating any of its obligations under this Agreement.

5.2 Non-Disclosure of Confidential Information. Client shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Client with the same degree of care as Client uses for protection of its own confidential information, but no less than reasonable care. Client may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Client shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Client shall certify in writing as to its compliance with the foregoing. Client agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Client shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Client shall advise UA immediately in the event Client learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Client is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Client shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Client, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Client: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Client, its employees, or agents; (ii) to have been supplied to Client after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Client Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Client, (b) any information that derives economic value from not being generally known to persons other than Client and its employees, and (c) any information that is the subject of efforts by Client that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Client in oral, graphic, written, electronic or machine readable form ("Client Confidential Information") and shall not disclose or use such Client Confidential Information without the express written consent of Client. Client Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Client Confidential Information only to those of its employees who have a need to know the Client Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Client, UA shall promptly, at the option of Client, either return or destroy all (or, if Client so requests, any part) of the Client Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Client Confidential Information in a manner consistent with the maintenance of Client's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Client in identifying and preventing any unauthorized access, use, copying or disclosure of the Client Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Client immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Client, and UA will, at UA's expense, cooperate with Client in seeking injunctive or other equitable relief in the name of UA or Client against any such person. Client Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Client to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Client is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Client and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Client agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining to the Service when it became known to the Client, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Client's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

5.6 The Parties understand and acknowledge that information exchanged between or among one of more of the Parties may constitute "public information" as that phrase is defined in the Texas Public Information Act (Texas Government Code §§552.001 et. seq., or "the Act") which may be subject to disclosure subject to a written request delivered to a Party pursuant to the Act. If Client receives a request for public information pursuant to the Act (the "PIA Request") which includes within its scope information which Client has identified to be confidential in accordance with this Agreement, Client shall notify Supplier of such request in accordance with applicable provisions of the Act. Supplier shall, at Supplier's cost, be solely responsible for asserting arguments to the Office of the Attorney General of the State of Texas pursuant to §552.305(b) of the Act regarding the reason(s) Supplier's information is exempt from disclosure to the public under the provisions of the Act and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of Supplier's information. Other than notifying Supplier of the request for Supplier's confidential information as provided in §552.305(d) of the

Act, the Client may, but shall be under no obligation to, submit arguments to the Texas Attorney General relating to reasons Supplier's confidential information is exempt from required release to the public. Notwithstanding anything in this Agreement to the contrary, Client shall have no obligation to keep confidential and Confidential Information subject to required disclosure under the Act.

INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Client and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, AND TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EXCEPT FOR REASONABLE ATTORNEY'S FEES INCURRED IN CONNECTION WITH AN ACTION BROUGHT TO ENFORCE OR INTERPRET THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CUSTOMER TO UA UNDER THIS AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Client hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of Five (5) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional Five (5) years (the "Renewal Term") unless either party provides written notice of termination ninety (90) days prior to the expiration of the initial Term or then current Renewal Term. Either party may immediately terminate this Agreement in the event that:

- (a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,
- (b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity.

If timely payment of Fees is not received by its due date, UA reserves the right to either suspend or terminate Client's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Client will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Agreement or

expiration and UA shall have no further obligations to Client. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Denton County, Texas.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Client will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Client's obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Client; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Client have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

Signed on behalf of The Client:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed on behalf of The Supplier:

Signed: _____

Name: _____

Title: _____

Date: _____

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2022-0926-__

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK, TEXAS, SUPPORTING A GRANT APPLICATION TO
THE GOVERNOR'S OFFICE CONCERNING BULLET RESISTANT
SHIELDS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, The Town of Hickory Creek finds it in the best interest of the citizens of Hickory Creek, that the 2022 Ballistic Shield Grant be operated for 2022; and

WHEREAS, The Town of Hickory Creek agrees to provide applicable matching funds for the said project as required by the SH-Bullet-Resistant Shield Grant Program grant application; and

WHEREAS, The Town of Hickory Creek agrees that in the event of loss or misuse of the Office of the Governor funds, Town of Hickory Creek assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Town of Hickory Creek designates the Town Administrator as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

Section 1: That the Town of Hickory Creek approves submission of the grant application for the SH-Bullet-Resistant Shield Grant Program Grant Number: 4668301 to the Office of the Governor.

Section 2. That this resolution is effective upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 26th of September, 2022.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS)

COUNTY OF DENTON)

AMENDMENT OF CONTRACTOR'S CONTRACT

THIS agreement is by and between the Town of Hickory Creek, Texas, a Texas home rule municipality, and McMahon Contracting, LP hereinafter known as Contractor, a Texas corporation and construction firm, with principal offices located in the state of Texas.

WHEREAS, the Town and Contractor have entered into an agreement such that the Contractor is to provide the following services: Sycamore Bend Road.

WHEREAS, the above referenced agreement provides that if there is a change in scope or focus of the activities in the contract, or if it is necessary for the Contractor to do additional work such that there is a significant additional cost or expense to the Town, it is necessary for the Town to approve such work and/or for the parties to change the contract;

WHEREAS, the parties recognize that it is necessary for Contractor to do additional or reduced work under the contract, such work which is set out in the attached Exhibit "A", which is attached hereto and incorporated herein as if set out in full herein; and

WHEREAS, with this Contract Amendment the Town of Hickory Creek is hereby approving such additional and reduction work and agreeing to increase the contract amount by the sum of **\$229,188.06**;

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

1. Contractor, in addition to the work to be performed in the Contract dated April 18, 2022 shall perform the task(s) described in the attached Exhibit "A", basically described as additional services, including installation of approximately 1,330 linear feet of water line extension and associated appurtenances from Whitetail Lane to just north of Sycamore Bend Park Gate.
2. The amount to be paid to McMahon Contracting, LP. under such contract shall be **increased** by the sum of **\$229,188.06**, to reflect the work described in Exhibit "A".
3. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the _____ day of _____.

TOWN OF HICKORY CREEK, TEXAS

By: _____

Printed Name: _____

Title: _____

ATTEST:

TOWN SECRETARY

McMahon Contracting, LP, CONTRACTOR

By: _____

Printed Name: _____

Title: _____

TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS
SYCAMORE BEND ROAD

CONTRACT AMENDMENT FORM – EXHIBIT “A”

DATE: September 21, 2022

Contract Amendment No. 2 to the Contract Dated April 18, 2022 between the Town of Hickory Creek (Owner) and McMahon Contracting, LP (Contractor) for installation of approximately 1,330 linear feet of water line extension and associated appurtenances from Whitetail Lane to just north of Sycamore Bend Park Gate.

Pursuant to the provisions of Section 23, Article 23.2 in the General Conditions of the Contract Documents, this Supplemental Agreement, when fully executed, shall constitute the authority to change the work of the project as follows, including quantities and total dollars:

Contract Amendment Explanation:

During construction, the Town requested installation of approximately 1,330 linear feet of 8-inch water line extension, with associated appurtenances, from the Whitetail Lane stub-out to just north of the Sycamore Bend Park Gate.

Modify The Following Bid Items By Adding or Subtracting Quantities:

Base Bid – Section I – Paving and Drainage

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Adjustment
10	1,129	200	1,329	SF	Remove and Dispose of Concrete Pavement and Flatwork , for the sum of <u>One</u> Dollars and <u>Seventy</u> Cents per square foot.	\$10.51	\$2,102.00
57	0	1,330	1,330	LF	8-inch AWWA C900 PVC Water Line , for the sum of <u>One Hundred Twenty-Two</u> Dollars and <u>Seventy-Three</u> Cents per linear foot.	\$122.73	\$163,230.90
58	0	4	4	EA	8-inch Gate Valve , for the sum of <u>Three Thousand Three Hundred Twenty</u> Dollars and <u>Four</u> Cents per each.	\$3,320.04	\$13,280.16
59	0	2	2	EA	Fire Hydrant Assembly , for the sum of <u>Seven Thousand Five Hundred Forty-Six</u> Dollars and <u>Nine</u> Cents per each.	\$7,546.09	\$15,092.18
60	0	1	1	EA	Connect to Existing 8-inch Water Line , for the sum of <u>Three Thousand Eight Hundred Fifteen</u> Dollars and <u>Fifty-Eight</u> Cents per each.	\$3,815.58	\$3,815.58

Base Bid – Section I – Paving and Drainage

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Adjustment
61	0	40	40	LF	12-inch O.D. x 1/4-inch Thick Steel Casing Pipe by Bore , for the sum of <u>Five Hundred Eighty-Eight</u> Dollars and <u>Eighty-Five</u> Cents per linear foot.	\$588.85	\$23,554.00
62	0	1	1	EA	Automatic Flushing Valve Assembly , for the sum of <u>Eight Thousand One Hundred Thirteen</u> Dollars and <u>Twenty-Four</u> Cents per each.	\$8,113.24	\$8,113.24

SUBTOTAL SECTION I

\$229,188.06

TOTAL CONTRACT AMENDMENT NO. 2

\$229,188.06

Original Amount of Contract	\$ 3,519,260.60
Total Amount of Contract Amendment No. 1	\$0.00
<u>Total Amount of Contract Amendment No. 2</u>	<u>\$229,188.06</u>
Contract Amount after Contract Amendments	\$ 3,748,448.66

Requested Additional Number of Calendar Days to Be Considered Prior to the Final Payment
Zero (0) Calendar Days.

The Contract Start Time and "Notice to Proceed" for this project is Monday, April 18, 2022. The Contract End Time for the project will be no later than Thursday, April 13, 2023. With approval of Contract Amendment No. 2, the Contract End Time shall not be amended.

Please sign and return this contract amendment to the Town as soon as possible so future payments may be processed.

Thank You.

Town of Hickory Creek's offer of proposed change:

BY: _____

Printed Name: _____

Date: _____

Title: _____

Contractor: McMahon Contracting, LP

BY: _____

Date: _____

Printed Name: _____

Title: _____

Engineer: Halff Associates, Inc.

BY: 

Date: 9/21/2022

Printed Name: Kevin J. Gronwaldt, P.E

Title: Project Manager

