



**NOTICE OF  
SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, NOVEMBER 15, 2021, 6:00 PM**

**AGENDA**

**Call to Order**

**Roll Call**

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

**Invocation**

**Items of Community Interest**

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

**Public Comment**

This item allows the public an opportunity to address the Town Council. To comply with the provisions of the Open Meetings Act, the Town Council cannot discuss or take action on items brought before them not posted on the agenda. Please complete a request if you wish to address the Town Council. Comments will be limited to three minutes. 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.

**Consent Agenda**

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

- [1.](#) September 2021 Council Meeting Minutes
- [2.](#) September 2021 Financial Statements
- [3.](#) October 2021 Council Meeting Minutes

- [4.](#) October 2021 Financial Statements
- [5.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying agreements related to the United States Department of Justice, Drug Enforcement Administration HIDTA Dallas Task Force.
- [6.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying agreements with ACAP Health Consulting, LLC related to First Responder Health Services.

### **Regular Agenda**

- [7.](#) Conduct a public hearing regarding a request from Kenny Powell on behalf of Vantage Landmark Investments to change the zoning designation from C-1 Commercial District to TH-1 Townhouse District on a tract of land legally described as Ventana Addition Phase II, Lot 5, .49 Acres, Town of Hickory Creek, Denton County, Texas and consider and act on an ordinance for the same. The property is located in the 0 block of Northfield Road.
- [8.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute a development agreement by and between the Town of Hickory Creek, Texas and Reserve at Hickory Creek, LLC.
- [9.](#) Conduct a public hearing continued from August 23, 2021, September 13, 2021 and October 4, 2021 regarding the creation of a Public Improvement District concerning 18.786 acres of land in the Town's ETJ owned by Reserve at Hickory Creek, LLC. and generally located at 1745 Turbeville Road.
- [10.](#) Consider and act on a resolution regarding the creation of a public improvement district and ordering public improvements to be made for the benefit of such district; providing for a severability clause; providing an effective date; and containing other matters relating to the subject.
- [11.](#) Conduct a public hearing continued from August 23, 2021, September 13, 2021 and October 4, 2021 regarding the voluntary annexation of an 18.786 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas, and being part of that tract of land conveyed to CTMGT Turbeville, LLC by Special Warranty Deed, as recorded in Instrument 2011-121574, official public record, Denton County, Texas and consider and act on an ordinance for the same.
- [12.](#) Consider and act on a final plat of Lennon Creek Addition, being a 28.456 acre tract located in the M.E.P. & P.R.R Company Survey, Abstract No. 915 and H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The Property is located in the 3700 block of Parkridge Drive.
- [13.](#) Consider and act on a site and landscape plan for Lennon Creek Addition, being a 28.456 acre tract located in the M.E.P. & P.R.R Company Survey, Abstract No. 915 and H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

- [14.](#) Consider and act on a site and landscape plan for Sycamore Cove Addition, being 32.43 acres in the John Maloney Survey, Abstract No. 819, Town of Hickory Creek, Denton County, Texas.
- [15.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 4: Business Regulations; Sexually Oriented Businesses; providing for incorporation of premises; providing findings; providing for amendments to the Code of Ordinances.
- [16.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 3: Building Regulations, Article 3.11, Miscellaneous Building Fees; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances.
- [17.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 1: General Provisions, Article 1.10, Parks and Recreation; amending Article A2.500, Commercial Use of Boat Ramps; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances.
- [18.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a master application and fee schedule; and providing an effective date.
- [19.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, casting its votes for one or more candidates for appointment to the Denton Central Appraisal District Board of Directors and providing an effective date.
- [20.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning Mobile License Plate Readers.
- [21.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning Stationary License Plate Readers.
- [22.](#) Consider and act on prioritizing roadways in order to request funding from Denton County.
- [23.](#) Consider and act on appointments to the Economic Development Corporation

### **Executive Session**

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

### **Section 551.071**

Consultation with Attorney on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation.

### **Section 551.074**

Personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

24. K-9 Officer

### **Reconvene into Open Session**

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

### **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 November 10, 2021 at 3:30 p.m.

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

Kristi Rogers, Town Secretary  
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, SEPTEMBER 13, 2021**

**MINUTES**

**Call to Order**

Mayor Clark called the meeting to order at 6:05 p.m.

**Roll Call**

The following members were present:

Mayor Lynn Clark

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Chris Gordon

Councilmember Ian Theodore

The following member was absent:

Mayor Pro Tem Paul Kenney

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Sergeant Mike Miller

Trey Sargent, Town Attorney

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

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

**Invocation**

Mayor Clark gave the invocation.

**Items of Community Interest**

Thanks to those who participated in the event held on September 11, 2021 in honor and remembrance of those who perished on September 11, 2001.

SPAN will hold a fundraising gala on October 24, 2021 at the Courtyard by Marriott in Flower Mound, Texas.

**Public Comment**

There were no speakers for public comment.

**Regular Agenda**

1. Conduct a public hearing continued from August 23, 2021 regarding the voluntary annexation of an 18.786 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas, and being part of that tract of land conveyed to CTMGT Turbeville, LLC by Special Warranty Deed, as recorded in Instrument 2011-121574, official public record, Denton County, Texas.

Mayor Clark called the public hearing to order at 6:07 p.m.

Motion made by Councilmember Gordon to keep the public hearing open and continue it to the next town council meeting on October 4, 2021, Seconded by Councilmember Theodore.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

2. Conduct a public hearing continued from August 23, 2021 regarding the creation of a Public Improvement District concerning 18.786 acres of land in the Town's ETJ owned by Reserve at Hickory Creek, LLC. and generally located at 1745 Turbeville Road.

Mayor Clark called the public hearing to order at 6:08 p.m.

Motion made by Councilmember Theodore to keep the public hearing open and continue it to the next town council meeting on October 4, 2021, Seconded by Councilmember DuPree.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

3. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute a deposit and reimbursement agreement concerning financing costs related to the Reserve at Hickory Creek Public Improvement District.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute a deposit and reimbursement agreement concerning financing costs related to the Reserve at Hickory Creek Public Improvement District, Seconded by Councilmember Gibbons.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and P3Works, LLC. concerning public improvement district administration services for Reserve at Hickory Creek Public Improvement District.

Motion made by Councilmember Theodore to approve a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and P3Works, LLC. concerning public improvement district administration services for Reserve at Hickory Creek Public Improvement District, Seconded by Councilmember Gordon.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

5. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2021-2022 budget.

Motion made by Councilmember Theodore to approve an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2021-2022 budget, Seconded by Councilmember DuPree.

A roll call vote was taken. Councilmember Gibbons voted yea, Councilmember DuPree voted yea, Councilmember Gordon voted yea, Councilmember Theodore voted yea. Motion passed unanimously.

6. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2021 Certified Tax Roll for the Town of Hickory Creek; approving the 2021 Ad Valorem Tax Rate and levying \$0.307280 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2021 and ending September 30, 2022. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; providing for a due date and delinquency date, providing for the collection and use of penalty and interest on delinquent taxes; directing the Tax Assessor/Collector to assess and collect Ad Valorem Property Taxes.

Motion made by Councilmember Gordon to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2021 Certified Tax Roll for the Town of Hickory Creek; approving the 2021 Ad Valorem Tax Rate and levying \$0.307280 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2021 and ending September 30, 2022. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; providing for a due date and delinquency date, providing for the collection and use of penalty and interest on delinquent taxes; directing the Tax Assessor/Collector to assess and collect Ad Valorem Property Taxes, Seconded by Councilmember DuPree.

A roll call vote was taken. Councilmember Gibbons voted yea, Councilmember DuPree voted yea, Councilmember Gordon voted yea, Councilmember Theodore voted yea. Motion passed unanimously.

7. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 4: Business Regulations; Article 4.02: Sexually Oriented Businesses; providing for incorporation of premises; providing findings; providing for amendments to the Code of Ordinances.

Motion made by Councilmember Gibbons to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 4: Business Regulations; Article 4.02: Sexually Oriented Businesses; providing for incorporation of premises; providing findings; providing for amendments to the Code of Ordinances; providing a cumulative repealer clause; providing for severability; providing for savings; providing for engrossment and enrollment, Seconded by Councilmember Gordon.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

8. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas correcting a clerical error in Ordinance 2021-08-881, concerning Solar Panel Restrictions.

Motion made by Councilmember Theodore to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas correcting a clerical error in Ordinance 2021-08-881, concerning Solar Panel Restrictions, Seconded by Councilmember DuPree.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

9. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances, Chapter 1: General Provisions; Article 1.05: Town Officers; providing for incorporation of premises; providing findings; providing for amendments to the Code of Ordinances.

Motion made by Councilmember Gibbons to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances, Chapter 1: General Provisions; Article 1.05: Town Officers; providing for incorporation of premises; providing findings; providing for amendments to the Code of Ordinances; providing a cumulative repealer clause; providing for severability; providing for savings; providing for engrossment and enrollment, Seconded by Councilmember Theodore.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and Dorwin L. Sargent III, concerning legal services.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and Dorwin L. Sargent III, concerning legal services, Seconded by Councilmember Theodore.

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**September 13, 2021**  
**Page 5**

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

11. 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 concerning municipal prosecutor services.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement concerning municipal prosecutor services as presented, Seconded by Councilmember DuPree.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, nominating five (5) individuals for the Board of Directors of the Denton Central Appraisal District.

No action taken

13. 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 concerning network communication services with the Department of Information Resources.

Motion made by Councilmember Theodore to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement concerning network communication services with the Department of Information Resources for the State of Texas, Seconded by Councilmember DuPree.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

14. Consider and act on a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning the Lewisville Lake Paddling Trail Collaboration Project.

Motion made by Councilmember DuPree to approve a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning the Lewisville Lake Paddling Trail Collaboration Project, Seconded by Councilmember Gordon.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

15. Discussion regarding broadcasting Town Council meetings.

Discussion was held regarding broadcasting Town Council meetings.

**Town of Hickory Creek**  
**September 13, 2021**  
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Trey Sargent, Town Attorney requested the Mayor and Town Council reconsider Item 7. The following motions were made:

Motion made by Councilmember Theodore to reconsider the ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 4: Business Regulations; Article 4.02: Sexually Oriented Businesses; providing for incorporation of premises; providing findings; providing for amendments to the Code of Ordinances, Seconded by Councilmember Gordon.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

Motion made by Councilmember Theodore to table Item 7, an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 4: Business Regulations; Article 4.02: Sexually Oriented Businesses, Seconded by Councilmember DuPree.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

**Future Agenda Items**

The following items were requested: emergency management, registration of seniors in Hickory Creek, road and street repair updates.

**Adjournment**

Motion made by Councilmember Theodore to adjourn the meeting, Seconded by Councilmember Gibbons.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

The meeting did then stand adjourned at 7:29 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

12:36 PM  
11/09/21  
Accrual Basis

Town of Hickory Creek  
**Balance Sheet**  
As of September 30, 2021

	Sep 30, 21
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	20,333.62
BOA - Drug Forfeiture	1,951.32
BOA - Drug Seizure	3,935.61
BOA - General Fund	86,563.29
BOA - Parks and Recreation	135,815.28
BOA - Payroll	260.00
BOA - Police State Training	5,184.81
Logic 2020 CO's	4,006,555.83
Logic Animal Shelter Facility	9,580.89
Logic Coronavirus Recovery Fund	594,089.01
Logic Harbor Ln-Sycamore Bend	80,396.91
Logic Investment Fund	5,066,194.21
Logic Turbeville Road	94,901.87
Total Checking/Savings	10,105,762.65
Accounts Receivable	
Accounts Receivable	15,170.19
Municipal Court Payments	15,651.30
Total Accounts Receivable	30,821.49
Other Current Assets	
Undeposited Funds	154.50
Total Other Current Assets	154.50
Total Current Assets	10,136,738.64
<b>TOTAL ASSETS</b>	<b>10,136,738.64</b>
<b>LIABILITIES &amp; EQUITY</b>	0.00

Town of Hickory Creek  
Profit & Loss  
September 2021

	Sep 21
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	528.06
4004 M&O Penalties & Interest	62.54
4006 Delinquent M&O	20.62
4008 I&S Debt Service	323.68
4010 I&S Penalties & Interest	38.93
4012 Delinquent I&S	14.44
Total Ad Valorem Tax Revenue	988.27
Building Department Revenue	
4102 Building Permits	32,623.05
4104 Certificate of Occupancy	1,000.00
4106 Contractor Registration	975.00
4122 Septic Permits	425.00
4124 Sign Permits	170.00
Total Building Department Revenue	35,193.05
Franchise Fee Revenue	
4212 Republic Services	4,381.62
Total Franchise Fee Revenue	4,381.62
Interest Revenue	
4302 Animal Shelter Interest	1.07
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.15
4314 Logic Investment Interest	289.96
4322 Logic Turbeville Road	2.85
4326 PD State Training Interest	0.20
4328 Logic Harbor/Sycamore Bend	2.41
Total Interest Revenue	296.72
Miscellaneous Revenue	
4502 Animal Adoption & Impound	1,470.00
4506 Animal Shelter Donations	1,083.00
4508 Annual Park Passes	725.00
4510 Arrowhead Park Fees	4,291.00
4526 Mineral Rights	178.09
4530 Other Receivables	7,493.20
4536 Point Vista Park Fees	1,315.00
4550 Sycamore Bend Fees	2,460.00
4558 Harbor Lane/Sycamore Bend	1,750.00
Total Miscellaneous Revenue	20,765.29
Municipal Court Revenue	
4602 Building Security Fund	1,492.19
4604 Citations	44,246.89
4606 Court Technology Fund	1,262.47
4608 Jury Fund	28.70
4610 Truancy Fund	1,434.74
4612 State Court Costs	23,279.25
Total Municipal Court Revenue	71,744.24
Sales Tax Revenue	
4702 Sales Tax General Fund	120,754.24
4706 Sales Tax 4B Corporation	40,251.41
4708 Sales Tax Mixed Beverage	3,063.89
Total Sales Tax Revenue	164,069.54
Total Income	297,438.73

Town of Hickory Creek  
Profit & Loss  
September 2021

	Sep 21
Gross Profit	297,438.73
Expense	
Capital Outlay	
5010 Street Maintenance	499.50
5012 Streets & Road Improvement	63,851.41
5026 Fleet Vehicles	7,059.48
Total Capital Outlay	71,410.39
General Government	
5206 Computer Hardware/Software	796.83
5208 Copier Rental	448.23
5212 EDC Tax Payment	40,251.41
5214 Election Expenses	110.00
5216 Volunteer/Staff Events	111.27
5218 General Communications	10.00
5222 Office Supplies & Equip.	545.46
5224 Postage	140.27
5226 Community Cause	477.58
5228 Town Council/Board Expense	-61.17
5230 Training & Education	-320.00
Total General Government	42,509.88
Municipal Court	
5312 Court Technology	200.00
5314 Dues & Memberships	92.90
5318 Merchant Fees/Credit Cards	-157.43
5322 Office Supplies/Equipment	105.27
5332 Warrants Collected	3,500.28
Total Municipal Court	3,741.02
Parks and Recreation	
5408 Tanglewood Park	43.86
Total Parks and Recreation	43.86
Parks Corps of Engineer	
5432 Arrowhead	40,334.74
5434 Harbor Grove	58.98
5436 Point Vista	582.49
5438 Sycamore Bend	49,686.11
Total Parks Corps of Engineer	90,662.32
Personnel	
5502 Administration Wages	37,534.99
5504 Municipal Court Wages	13,662.39
5506 Police Wages	97,078.94
5507 Police Overtime Wages	687.28
5508 Public Works Wages	22,460.51
5509 Public Works Overtime Wage	6.00
5510 Health Insurance	20,255.91
5514 Payroll Expense	2,577.98
5516 Employment Exams	30.45
Total Personnel	194,294.45
Police Department	
5602 Auto Gas & Oil	3,100.76
5606 Auto Maintenance & Repair	8,087.86
5612 Computer Hardware/Software	952.25
5614 Crime Lab Analysis	159.61
5626 Office Supplies/Equipment	461.54
5630 Personnel Equipment	3,054.71
5636 Uniforms	3,131.46
5646 Community Outreach	117.64

Town of Hickory Creek  
**Profit & Loss**  
September 2021

	Sep 21
5648 K9 Unit	19.08
Total Police Department	19,084.91
Public Works Department	
5708 Animal Control Vet Fees	70.66
5710 Auto Gas & Oil	1,212.06
5714 Auto Maintenance/Repair	2,372.72
5716 Beautification	5.34
5722 Equipment	4,151.00
5724 Equipment Maintenance	2,604.17
5728 Equipment Supplies	154.16
5732 Office Supplies/Equipment	19.88
5734 Communications	370.97
5738 Training	-320.00
5742 Uniforms	134.45
5748 Landscaping Services	15,060.45
Total Public Works Department	25,835.86
Services	
5802 Appraisal District	3,074.59
5804 Attorney Fees	3,382.87
5818 Inspections	3,420.00
5822 Legal Notices/Advertising	1,931.60
5824 Library Services	91.80
5826 Municipal Judge	1,150.00
5828 Printing	127.89
Total Services	13,178.75
Special Events	
6008 Tree Lighting	92.38
Total Special Events	92.38
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	8,585.65
5904 Electric	2,272.02
5906 Gas	73.21
5908 Street Lighting	3,301.40
5910 Telephone	2,642.91
5912 Water	1,222.92
Total Utilities & Maintenance	18,098.11
Total Expense	478,951.93
Net Ordinary Income	-181,513.20
Net Income	-181,513.20

# Town of Hickory Creek

## Budget vs. Actual Year to Date 100%

Accrual Basis

October 2020 through September 2021

	Oct '20 - Sep 21	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Ad Valorem Tax Revenue			
4002 M&O	1,304,573.54	1,312,360.00	99.4%
4004 M&O Penalties & Interest	3,526.94	2,500.00	141.1%
4006 Delinquent M&O	-4,852.79	1,000.00	-485.3%
4008 I&S Debt Service	799,432.63	804,368.00	99.4%
4010 I&S Penalties & Interest	1,919.92	1,000.00	192.0%
4012 Delinquent I&S	-3,450.44	500.00	-690.1%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,101,149.80</b>	<b>2,121,728.00</b>	<b>99.0%</b>
Building Department Revenue			
4102 Building Permits	1,295,940.34	1,050,000.00	123.4%
4104 Certificate of Occupancy	25,825.00	23,000.00	112.3%
4106 Contractor Registration	9,500.00	6,000.00	158.3%
4108 Preliminary/Final Plat	4,250.00	4,250.00	100.0%
4110 Prelim/Final Site Plan	1,200.00	1,200.00	100.0%
4112 Health Inspections	9,660.00	10,000.00	96.6%
4122 Septic Permits	4,675.00	3,000.00	155.8%
4124 Sign Permits	1,140.00	1,600.00	71.3%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	4,000.00	2,000.00	200.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	875.00	650.00	134.6%
<b>Total Building Department Revenue</b>	<b>1,357,065.34</b>	<b>1,101,975.00</b>	<b>123.1%</b>
Franchise Fee Revenue			
4202 Atmos Energy	42,494.30	42,495.00	100.0%
4204 Charter Communications	40,847.73	39,000.00	104.7%
4206 CenturyLink	1,722.24	1,500.00	114.8%
4208 CoServ	4,329.28	4,200.00	103.1%
4210 Oncor Electric	141,370.64	141,371.00	100.0%
4212 Republic Services	52,106.39	47,000.00	110.9%
<b>Total Franchise Fee Revenue</b>	<b>282,870.58</b>	<b>275,566.00</b>	<b>102.7%</b>
Interest Revenue			
4302 Animal Shelter Interest	18.97	12.00	158.1%
4308 Drug Forfeiture Interest	0.95	1.00	95.0%
4310 Drug Seizure Interest	2.17	1.00	217.0%
4314 Logic Investment Interest	8,111.96	7,500.00	108.2%
4320 Logic Street/Road Improv.	17.99	50.00	36.0%
4322 Logic Turbeville Road	122.19	150.00	81.5%
4326 PD State Training Interest	2.57	2.00	128.5%
4328 Logic Harbor/Sycamore Bend	59.69	50.00	119.4%
4330 General Fund Interest	0.00	0.00	0.0%
4332 Investment Interest	0.00	0.00	0.0%
<b>Total Interest Revenue</b>	<b>8,336.49</b>	<b>7,766.00</b>	<b>107.3%</b>
Interlocal Revenue			
4402 Corp Contract Current Year	47,227.95	47,293.00	99.9%
<b>Total Interlocal Revenue</b>	<b>47,227.95</b>	<b>47,293.00</b>	<b>99.9%</b>
Miscellaneous Revenue			
4502 Animal Adoption & Impound	13,322.45	8,600.00	154.9%
4506 Animal Shelter Donations	3,239.13	1,500.00	215.9%
4508 Annual Park Passes	27,930.19	20,000.00	139.7%
4510 Arrowhead Park Fees	61,754.00	22,000.00	280.7%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	44,500.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	2,552.00	3,904.00	65.4%
4522 EDCPayment/Ronald Reagan	45,778.33	45,778.00	100.0%
4524 Fund Balance Reserve	0.00	75,600.00	0.0%
4526 Mineral Rights	1,002.30	0.00	100.0%
4530 Other Receivables	273,081.47	250,000.00	109.2%
4534 PD State Training	1,184.79	1,185.00	100.0%
4536 Point Vista Park Fees	16,065.75	6,500.00	247.2%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	47,925.50	15,000.00	319.5%
4554 Building Security Fund Res	0.00	5,000.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	14,000.00	8,750.00	160.0%
4560 2020 CO Proceeds	0.00	197,405.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>507,865.91</b>	<b>705,872.00</b>	<b>71.9%</b>
Municipal Court Revenue			
4602 Building Security Fund	18,036.59	9,270.00	194.6%
4604 Citations	539,398.69	450,000.00	119.9%
4606 Court Technology Fund	15,047.81	12,115.00	124.2%
4608 Jury Fund	341.35	150.00	227.6%
4610 Truancy Fund	17,070.61	5,000.00	341.4%
4612 State Court Costs	316,903.01	208,000.00	152.4%
4614 Child Safety Fee	850.00	750.00	113.3%

# Town of Hickory Creek

## Budget vs. Actual Year to Date 100%

Accrual Basis

October 2020 through September 2021

	Oct '20 - Sep 21	Budget	% of Budget
Total Municipal Court Revenue	907,648.06	685,285.00	132.4%
Sales Tax Revenue			
4702 Sales Tax General Fund	1,525,686.35	1,237,500.00	123.3%
4706 Sales Tax 4B Corporation	508,562.13	412,500.00	123.3%
4708 Sales Tax Mixed Beverage	30,945.83	16,000.00	193.4%
Total Sales Tax Revenue	2,065,194.31	1,666,000.00	124.0%
Total Income	7,277,358.44	6,611,485.00	110.1%
Gross Profit	7,277,358.44	6,611,485.00	110.1%
Expense			
Capital Outlay			
5010 Street Maintenance	14,590.49	25,000.00	58.4%
5012 Streets & Road Improvement	507,045.56	650,000.00	78.0%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	4,180.05	2,000.00	209.0%
5026 Fleet Vehicles	46,714.56	52,000.00	89.8%
5030 Sycamore Bend Construction	132,460.00	197,405.00	67.1%
Total Capital Outlay	704,990.66	926,405.00	76.1%
Debt Service			
5106 2012 Refunding Bond Series	267,285.61	267,258.00	100.0%
5110 2015 Refunding Bond Series	314,550.00	314,550.00	100.0%
5112 2015 C.O. Series	276,150.00	276,150.00	100.0%
5114 2020 C.O. Series	201,412.50	207,575.00	97.0%
Total Debt Service	1,059,398.11	1,065,533.00	99.4%
General Government			
5202 Bank Service Charges	15.00	50.00	30.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	17,865.65	108,000.00	16.5%
5208 Copier Rental	3,842.36	2,500.00	153.7%
5210 Dues & Memberships	2,729.81	2,500.00	109.2%
5212 EDC Tax Payment	508,562.13	412,500.00	123.3%
5214 Election Expenses	6,112.82	12,500.00	48.9%
5216 Volunteer/Staff Events	8,759.75	10,500.00	83.4%
5218 General Communications	17,623.06	16,000.00	110.1%
5222 Office Supplies & Equip.	3,442.70	2,500.00	137.7%
5224 Postage	6,678.82	5,800.00	115.2%
5226 Community Cause	1,733.27	3,000.00	57.8%
5228 Town Council/Board Expense	1,924.54	5,500.00	35.0%
5230 Training & Education	715.00	1,500.00	47.7%
5232 Travel Expense	640.32	1,500.00	42.7%
5234 Staff Uniforms	975.92	1,000.00	97.6%
Total General Government	581,621.15	585,650.00	99.3%
Municipal Court			
5302 Books & Subscriptions	28.45	75.00	37.9%
5304 Building Security	3,653.40	9,270.00	39.4%
5312 Court Technology	18,955.05	12,115.00	156.5%
5314 Dues & Memberships	167.90	200.00	84.0%
5318 Merchant Fees/Credit Cards	-1,499.89	0.00	100.0%
5322 Office Supplies/Equipment	1,293.34	1,200.00	107.8%
5324 State Court Costs	322,029.95	245,000.00	131.4%
5326 Training & Education	305.00	500.00	61.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	253.44	0.00	100.0%
Total Municipal Court	345,186.64	268,860.00	128.4%
Parks and Recreation			
5402 Events	0.00	1,000.00	0.0%
5408 Tanglewood Park	4,090.68	6,000.00	68.2%
5412 KHCB	516.25	500.00	103.3%
5414 Tree City USA	0.00	1,500.00	0.0%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	4,606.93	9,000.00	51.2%
Parks Corps of Engineer			
5432 Arrowhead	77,661.77	60,000.00	129.4%
5434 Harbor Grove	1,749.21	15,000.00	11.7%
5436 Point Vista	8,189.36	5,000.00	163.8%
5438 Sycamore Bend	74,942.68	28,000.00	267.7%
Total Parks Corps of Engineer	162,543.02	108,000.00	150.5%
Personnel			
5502 Administration Wages	337,121.74	321,455.00	104.9%
5504 Municipal Court Wages	122,488.10	116,755.00	104.9%
5506 Police Wages	814,217.54	815,035.00	99.9%
5507 Police Overtime Wages	6,576.16	8,000.00	82.2%
5508 Public Works Wages	205,256.78	198,480.00	103.4%
5509 Public Works Overtime Wage	1,120.50	1,600.00	70.0%
5510 Health Insurance	231,262.14	227,370.00	101.7%
5512 Longevity	11,796.00	11,796.00	100.0%

# Town of Hickory Creek

## Budget vs. Actual Year to Date 100%

Accrual Basis

October 2020 through September 2021

	Oct '20 - Sep 21	Budget	% of Budget
5514 Payroll Expense	25,642.68	22,000.00	116.6%
5516 Employment Exams	1,454.25	2,500.00	58.2%
5518 Retirement (TMRs)	190,241.97	192,195.00	99.0%
5520 Unemployment (TWC)	6,042.05	3,600.00	167.8%
5522 Workman's Compensation	25,720.00	25,720.00	100.0%
<b>Total Personnel</b>	<b>1,978,939.91</b>	<b>1,946,506.00</b>	<b>101.7%</b>
<b>Police Department</b>			
5602 Auto Gas & Oil	28,782.76	20,000.00	143.9%
5606 Auto Maintenance & Repair	35,073.69	25,000.00	140.3%
5610 Books & Subscriptions	330.00	500.00	66.0%
5612 Computer Hardware/Software	39,270.87	45,000.00	87.3%
5614 Crime Lab Analysis	3,356.31	3,000.00	111.9%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	300.00	500.00	60.0%
5626 Office Supplies/Equipment	2,662.73	1,800.00	147.9%
5630 Personnel Equipment	31,806.86	25,000.00	127.2%
5634 Travel Expense	1,842.99	3,000.00	61.4%
5636 Uniforms	8,753.80	6,000.00	145.9%
5640 Training & Education	4,634.95	7,500.00	61.8%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	780.91	100.00	780.9%
5648 K9 Unit	2,361.39	2,200.00	107.3%
<b>Total Police Department</b>	<b>159,957.26</b>	<b>140,100.00</b>	<b>114.2%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	0.00	1,500.00	0.0%
5704 Animal Control Equipment	1,277.00	600.00	212.8%
5706 Animal Control Supplies	658.50	1,000.00	65.9%
5708 Animal Control Vet Fees	6,453.11	7,500.00	86.0%
5710 Auto Gas & Oil	15,965.41	10,500.00	152.1%
5714 Auto Maintenance/Repair	19,626.38	20,000.00	98.1%
5716 Beautification	8,597.32	95,000.00	9.0%
5718 Computer Hardware/Software	725.48	1,000.00	72.5%
5720 Dues & Memberships	245.00	350.00	70.0%
5722 Equipment	9,599.54	5,000.00	192.0%
5724 Equipment Maintenance	11,053.21	6,000.00	184.2%
5726 Equipment Rental	0.00	4,500.00	0.0%
5728 Equipment Supplies	5,791.67	6,500.00	89.1%
5732 Office Supplies/Equipment	551.51	500.00	110.3%
5734 Communications	4,034.39	3,800.00	106.2%
5738 Training	680.00	900.00	75.6%
5740 Travel Expense	0.00	100.00	0.0%
5742 Uniforms	1,882.76	2,600.00	72.4%
5748 Landscaping Services	78,286.39	140,000.00	55.9%
<b>Total Public Works Department</b>	<b>165,427.67</b>	<b>307,350.00</b>	<b>53.8%</b>
<b>Services</b>			
5802 Appraisal District	15,389.96	12,400.00	124.1%
5804 Attorney Fees	37,628.75	60,000.00	62.7%
5806 Audit	13,500.00	13,500.00	100.0%
5808 Codification	1,586.47	2,400.00	66.1%
5812 Document Management	0.00	600.00	0.0%
5814 Engineering	126,970.99	115,000.00	110.4%
5816 General Insurance	35,426.64	35,427.00	100.0%
5818 Inspections	158,204.00	135,000.00	117.2%
5820 Fire Service	613,633.00	615,000.00	99.8%
5822 Legal Notices/Advertising	4,003.10	2,500.00	160.1%
5824 Library Services	964.45	650.00	148.4%
5826 Municipal Judge	12,500.00	13,000.00	96.2%
5828 Printing	1,621.05	1,500.00	108.1%
5830 Tax Collection	2,561.59	3,000.00	85.4%
5832 Computer Technical Support	41,415.00	41,500.00	99.8%
5838 DCCAC	1,964.41	2,172.00	90.4%
5840 Denton County Dispatch	29,632.00	29,632.00	100.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	100.00	0.0%
<b>Total Services</b>	<b>1,097,001.41</b>	<b>1,083,581.00</b>	<b>101.2%</b>
<b>Special Events</b>			
6004 Fourth of July Celebration	7,285.96	7,000.00	104.1%
6008 Tree Lighting	2,448.62	6,000.00	40.8%
6010 Arts and Cultural Events	0.00	0.00	0.0%
<b>Total Special Events</b>	<b>9,734.58</b>	<b>13,000.00</b>	<b>74.9%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	65,466.71	65,000.00	100.7%
5904 Electric	29,719.93	20,000.00	148.6%
5906 Gas	1,840.93	1,500.00	122.7%
5908 Street Lighting	36,221.11	33,000.00	109.8%
5910 Telephone	36,485.31	28,000.00	130.3%
5912 Water	8,706.35	10,000.00	87.1%
<b>Total Utilities &amp; Maintenance</b>	<b>178,440.34</b>	<b>157,500.00</b>	<b>113.3%</b>

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11/09/21

Town of Hickory Creek  
**Budget vs. Actual Year to Date 100%**

Accrual Basis

October 2020 through September 2021

	Oct '20 - Sep 21	Budget	% of Budget
Total Expense	6,447,847.68	6,611,485.00	97.5%
Net Ordinary Income	829,510.76	0.00	100.0%
Net Income	829,510.76	0.00	100.0%

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11/09/21

Accrual Basis

# Town of Hickory Creek Expenditures over \$1,000.00

September 2021

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5012 Streets &amp; Road Improvement</b>				
Check	09/24/2021	4166	Don Smith Concrete, LLC.	55,451.41
Bill	09/28/2021	Invoice...	Fulton's Metal & Hardware	8,400.00
Total 5012 Streets & Road Improvement				63,851.41
<b>5026 Fleet Vehicles</b>				
Check	09/20/2021	Debit	ENTERPRISE FM TR DESDIRECT PAY	1,059.48
Bill	09/21/2021	Invoice...	Texas Facilities Commission Federal Surpl	6,000.00
Total 5026 Fleet Vehicles				7,059.48
Total Capital Outlay				70,910.89
<b>General Government</b>				
<b>5212 EDC Tax Payment</b>				
Check	09/15/2021	4159	Hickory Creek Economic Development	40,251.41
Total 5212 EDC Tax Payment				40,251.41
Total General Government				40,251.41
<b>Parks Corps of Engineer</b>				
<b>5432 Arrowhead</b>				
Check	09/07/2021	1082	Denton County Dept. of Transportation	39,179.86
Total 5432 Arrowhead				39,179.86
<b>5438 Sycamore Bend</b>				
Check	09/23/2021	1084	CXT Incorporated	48,991.00
Total 5438 Sycamore Bend				48,991.00
Total Parks Corps of Engineer				88,170.86
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	09/01/2021	Debit	DearbornLife DESPayment	1,144.84
Check	09/08/2021	Debit	TML0111 DESCONS COLL	18,159.19
Total 5510 Health Insurance				19,304.03
Total Personnel				19,304.03
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	09/28/2021	Debit	WEX INC DESFLEET DEBI	3,100.76
Total 5602 Auto Gas & Oil				3,100.76
<b>5606 Auto Maintenance &amp; Repair</b>				
Bill	09/01/2021	R.O.# ...	Christian Brothers Automotive	1,955.89
Bill	09/01/2021	R.O.# ...	Christian Brothers Automotive	1,083.34
Bill	09/09/2021	R.O.# ...	Christian Brothers Automotive	1,777.89
Bill	09/21/2021	R.O.# ...	Christian Brothers Automotive	1,055.81
Bill	09/30/2021	R.O.# ...	Christian Brothers Automotive	1,174.58
Total 5606 Auto Maintenance & Repair				7,047.51
<b>5630 Personnel Equipment</b>				
Bill	09/01/2021	Invoice...	GT Distributors	1,416.32
Bill	09/21/2021	Invoice...	Axon Enterprise, Inc.	1,234.15
Total 5630 Personnel Equipment				2,650.47
<b>5636 Uniforms</b>				
Bill	09/27/2021	Invoice...	Angel Armor	1,393.00
Total 5636 Uniforms				1,393.00
Total Police Department				14,191.74
<b>Public Works Department</b>				
<b>5710 Auto Gas &amp; Oil</b>				
Check	09/28/2021	Debit	WEX INC DESFLEET DEBI	1,212.06
Total 5710 Auto Gas & Oil				1,212.06
<b>5714 Auto Maintenance/Repair</b>				
Bill	09/30/2021	R.O.# ...	Christian Brothers Automotive	1,879.29
Total 5714 Auto Maintenance/Repair				1,879.29
<b>5722 Equipment</b>				
Bill	09/21/2021	Invoice...	Texas Facilities Commission Federal Surpl	1,505.00
Check	09/22/2021	Debit	CHECKCARD 0920 SPECTRUM SPORTS	2,646.00
Total 5722 Equipment				4,151.00
<b>5724 Equipment Maintenance</b>				
Check	09/30/2021	Debit	CHECKCARD 0929 UNITED AG AND TU	2,373.96

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11/09/21

Accrual Basis

# Town of Hickory Creek Expenditures over \$1,000.00

September 2021

Type	Date	Num	Name	Amount
Total 5724 Equipment Maintenance				2,373.96
<b>5748 Landscaping Services</b>				
Bill	09/01/2021	Invoice...	D & D Commercial Landscape Management	7,305.69
Bill	09/29/2021	Invoice...	D & D Commercial Landscape Management	1,700.00
Bill	09/30/2021	Invoice...	D & D Commercial Landscape Management	6,054.76
Total 5748 Landscaping Services				15,060.45
Total Public Works Department				24,676.76
<b>Services</b>				
<b>5802 Appraisal District</b>				
Bill	09/09/2021	Invoice...	DCAD	3,074.59
Total 5802 Appraisal District				3,074.59
<b>5804 Attorney Fees</b>				
Bill	09/09/2021	Acct 99...	Hayes, Berry, White & Vanzant	1,002.87
Bill	09/09/2021	Acct 99...	Hayes, Berry, White & Vanzant	1,610.00
Total 5804 Attorney Fees				2,612.87
<b>5818 Inspections</b>				
Bill	09/21/2021	Invoice...	Vaughn Inspections Plus, LLC	1,500.00
Bill	09/30/2021	Invoice...	Build by I-Codes	1,200.00
Total 5818 Inspections				2,700.00
<b>5822 Legal Notices/Advertising</b>				
Bill	09/30/2021	Invoice...	Denton Record Chronicle	1,280.00
Total 5822 Legal Notices/Advertising				1,280.00
<b>5826 Municipal Judge</b>				
Check	09/22/2021	4163	Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00
Total Services				10,717.46
<b>Utilities &amp; Maintenance</b>				
<b>5902 Bldg Maintenance/Supplies</b>				
Bill	09/21/2021	Invoice...	Texas Facilities Commission Federal Surpl	3,000.00
Bill	09/21/2021	Invoice...	Texas Facilities Commission Federal Surpl	3,000.00
Total 5902 Bldg Maintenance/Supplies				6,000.00
<b>5904 Electric</b>				
Check	09/22/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,272.02
Total 5904 Electric				2,272.02
<b>5908 Street Lighting</b>				
Check	09/22/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,137.83
Total 5908 Street Lighting				3,137.83
<b>5910 Telephone</b>				
Check	09/30/2021	Debit	Level 3 Communic DESAUTO PAY	1,323.41
Total 5910 Telephone				1,323.41
Total Utilities & Maintenance				12,733.26
Total Expense				280,956.41
Net Ordinary Income				-280,956.41
<b>Net Income</b>				<b>-280,956.41</b>



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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 09/01/2021 - 09/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0364%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 9/30/21 WAS 1.000063.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,006,435.87
09/30/2021	MONTHLY POSTING	9999888	119.96	4,006,555.83
	ENDING BALANCE			4,006,555.83

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,006,435.87
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	119.96
ENDING BALANCE	4,006,555.83
AVERAGE BALANCE	4,006,435.87

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	2,235.40





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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 09/01/2021 - 09/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0364%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 9/30/21 WAS 1.000063.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,580.59
09/30/2021	MONTHLY POSTING	9999888	0.30	9,580.89
	ENDING BALANCE			9,580.89

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,580.59
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	0.30
ENDING BALANCE	9,580.89
AVERAGE BALANCE	9,580.59

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	5.39





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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276016

ACCOUNT NAME: CORONAVIRUS LOCAL RECOVERY FUNDS

STATEMENT PERIOD: 09/01/2021 - 09/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0364%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 9/30/21 WAS 1.000063.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			594,071.23
09/30/2021	MONTHLY POSTING	9999888	17.78	594,089.01
	ENDING BALANCE			594,089.01

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	594,071.23
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	17.78
ENDING BALANCE	594,089.01
AVERAGE BALANCE	594,071.23

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	594,066.81	0.00	22.20





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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 09/01/2021 - 09/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0364%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 9/30/21 WAS 1.000063.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			80,394.50
09/30/2021	MONTHLY POSTING	9999888	2.41	80,396.91
	ENDING BALANCE			80,396.91

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	80,394.50
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2.41
ENDING BALANCE	80,396.91
AVERAGE BALANCE	80,394.50

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	44.90





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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 09/01/2021 - 09/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0364%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 9/30/21 WAS 1.000063.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			5,141,041.99
09/08/2021	ACH WITHDRAWAL	6131883	75,000.00 -	5,066,041.99
09/30/2021	MONTHLY POSTING	9999888	152.22	5,066,194.21
	ENDING BALANCE			5,066,194.21

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	5,141,041.99
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	75,000.00
TOTAL INTEREST	152.22
ENDING BALANCE	5,066,194.21
AVERAGE BALANCE	5,083,541.99

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	2,016,732.47	2,528,613.52	3,379.36





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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 09/01/2021 - 09/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0364%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 9/30/21 WAS 1.000063.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			94,899.02
09/30/2021	MONTHLY POSTING	9999888	2.85	94,901.87
	ENDING BALANCE			94,901.87

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	94,899.02
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2.85
ENDING BALANCE	94,901.87
AVERAGE BALANCE	94,899.02

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	52.95



**SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, OCTOBER 04, 2021**

**MINUTES**

**Call to Order**

Mayor Clark called the meeting to order at 6:01 p.m.

**Roll Call**

The following members were present:

Mayor Lynn Clark

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Chris Gordon

Mayor Pro Tem Paul Kenney

The following member was absent:

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Trey Sargent, Town Attorney

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

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

**Invocation**

Councilmember Gibbons gave the invocation.

**Presentation of Awards**

1. Luke Davison

Mayor Clark presented a plaque of appreciation to Luke Davison for completion of his Eagle Scout project, restoration of the Pratt Family Fishing Cabin.

2. Nate Prevost

Mayor Clark presented Nate Prevost a plaque of appreciation for his years of service on the Hickory Creek Economic Development Corporation.

**Items of Community Interest**

Thanks to the town for being active in the Lake Cities Chamber of Commerce and participation in the 1<sup>st</sup> Annual LCCC Bicycle Rally Fundraiser held on September 25, 2021.

**Town of Hickory Creek**  
**October 4, 2021**  
**Page 2**

The Texas Municipal League Annual Conference and Exhibition will be held on October 6-8, 2021 in Houston, Texas.

October 5, 2021, is National Night Out. Events will be held in the Hickory Creek Crossing Subdivision beginning at 5:30 p.m. and Hickory Hills Subdivision at 6:30 p.m.

October is National Domestic Violence Awareness Month. The Hickory Creek Police Department is selling patches and t-shirts. All proceeds will benefit Denton County Friends of the Family.

The Parks and Recreation Board will host an Arbor Day Celebration, Saturday, November 13, 2021 from 10:00 a.m. until 1:00 p.m. at the public works facility located at 970 Main Street, Hickory Creek, Texas 75065.

**Public Comment**

There were no speakers for public comment.

**Consent Agenda**

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

3. August 2021 Council Meeting Minutes
4. August 2021 Financial Statements
5. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a pricing supplement to the subscriber agreement by and between the Town of Hickory Creek, Texas and TransUnion Risk and Alternative Data Solutions, Inc. concerning information searching services.
6. Consider and act on permit application submitted by Walmart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for seasonal merchandise.
7. Consider and act on allocating funds in the amount of \$21,000.00 for drainage improvements on Eagle Mountain Drive.
8. Consider and act on allocating funds in the amount of \$47,500.00 for drainage improvements on Wolters Street.

Motion made by Councilmember DuPree to approve consent agenda items 3-8, Seconded by Councilmember Gibbons.

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

**Regular Agenda**

9. Conduct a public hearing continued from August 23, 2021 and September 13, 2021 regarding the voluntary annexation of an 18.786 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas, and being part of that tract of land conveyed to CTMGT Turbeville, LLC by Special Warranty Deed, as recorded in Instrument 2011-121574, official public record, Denton County, Texas.

Mayor Clark called the public hearing to order at 6:17 p.m.

Motion made by Mayor Pro Tem Kenney to keep the public hearing open and continue it to the Town Council meeting on November 15, 2021, Seconded by Councilmember Gordon.

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

10. Conduct a public hearing continued from August 23, 2021 and September 13, 2021 regarding the creation of a Public Improvement District concerning 18.786 acres of land in the Town's ETJ owned by Reserve at Hickory Creek, LLC. and generally located at 1745 Turbeville Road.

Mayor Clark called the public hearing to order at 6:19 p.m.

Motion made by Mayor Pro Tem Kenney to keep the public hearing open and continue it to the Town Council meeting on November 15, 2021, Seconded by Councilmember Gordon.

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

11. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 10: Subdivision Ordinance, by amending Article IX Standard Specifications and Construction Details.

Motion made by Councilmember Gibbons to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 10: Subdivision Ordinance, by amending Article IX Standard Specifications and Construction Details, Seconded by Councilmember Gordon.

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

12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, approving the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet authorizing the Mayor of the Town of Hickory Creek, Texas to execute a settlement participation form.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, approving the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet authorizing the Mayor of the Town of Hickory Creek, Texas to execute a settlement participation form, Seconded by Mayor Pro Tem Kenney.

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

13. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas declaring the Town's intent to become a Dark Sky Community.

Motion made by Mayor Pro Tem Kenney to approve a resolution of the Town Council of the Town of Hickory Creek, Texas declaring the Town's intent to become a Dark Sky Community, Seconded by Councilmember DuPree.

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

14. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, nominating five (5) individuals for the Board of Directors of the Denton Central Appraisal District.

Motion made by Councilmember Gordon to nominate Devona Beaver, Dirk Dahlke and Nancy Koket for the Board of Directors of the Denton Central Appraisal District, Seconded by Mayor Pro Tem Kenney.

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

15. Consider and act on naming the hike and bike trail in Sycamore Bend Park, The Cedar Hike and Bike Trail.

Motion made by Mayor Pro Tem Kenney to name the hike and bike trail in Sycamore Bend Park, The Cedar Hike and Bike Trail, Seconded by Councilmember DuPree.

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

16. Discussion regarding the equestrian trail in Sycamore Bend Park.

John Smith, town administrator, stated the equestrian trail in Sycamore Bend Park is no longer feasible after meeting with the U.S. Army Corps of Engineers, Cross Timbers Trail Association and the City of Corinth.

17. Discussion regarding current road and sidewalk projects.

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

### **Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:09 p.m. to discuss the following matters.

**Section 551.071**

Consultation with Attorney on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation.

**Section 551.074**

Personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

18. Drug Enforcement Administration Task Force Officer Position

**Reconvene into Open Session**

The Town Council reconvened into open session at 8:42 p.m.

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

Motion made by Mayor Pro Tem Kenney to authorize the town administrator and police chief to proceed as discussed regarding agenda item 18, Seconded by Councilmember Gordon.

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

**Future Agenda Items**

There were no future agenda items.

**Adjournment**

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

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

The meeting did then stand adjourned at 8:42 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

Town of Hickory Creek  
**Balance Sheet**  
As of October 31, 2021

	Oct 31, 21
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	20,334.31
BOA - Drug Forfeiture	1,951.39
BOA - Drug Seizure	3,935.74
BOA - General Fund	166,360.53
BOA - Parks and Recreation	68,430.50
BOA - Payroll	260.00
BOA - Police State Training	5,184.99
Logic 2020 CO's	4,006,678.06
Logic Animal Shelter Facility	9,581.19
Logic Coronavirus Recovery Fund	594,107.14
Logic Harbor Ln-Sycamore Bend	80,399.34
Logic Investment Fund	4,591,341.62
Logic Turbeville Road	94,904.78
Total Checking/Savings	9,643,469.59
Accounts Receivable	
Accounts Receivable	15,170.19
Municipal Court Payments	6,324.50
Total Accounts Receivable	21,494.69
Total Current Assets	9,664,964.28
<b>TOTAL ASSETS</b>	<b>9,664,964.28</b>
<b>LIABILITIES &amp; EQUITY</b>	0.00

1:09 PM

11/09/21

Accrual Basis

## Town of Hickory Creek

## Profit &amp; Loss

October 2021

	Oct 21
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	15,637.72
4004 M&O Penalties & Interest	228.58
4006 Delinquent M&O	911.32
4008 I&S Debt Service	8,491.52
4010 I&S Penalties & Interest	140.11
4012 Delinquent I&S	558.59
Total Ad Valorem Tax Revenue	25,967.84
Building Department Revenue	
4102 Building Permits	45,215.95
4104 Certificate of Occupancy	1,500.00
4106 Contractor Registration	675.00
4112 Health Inspections	5,520.00
4124 Sign Permits	100.00
4132 Alarm Permit Fees	50.00
Total Building Department Revenue	53,060.95
Franchise Fee Revenue	
4208 CoServ	1,486.74
Total Franchise Fee Revenue	1,486.74
Interest Revenue	
4330 General Fund Interest	1.07
4332 Investment Interest	293.41
Total Interest Revenue	294.48
Miscellaneous Revenue	
4502 Animal Adoption & Impound	1,625.00
4506 Animal Shelter Donations	60.00
4508 Annual Park Passes	400.00
4510 Arrowhead Park Fees	1,800.00
4512 Beer & Wine Permit	30.00
4530 Other Receivables	190.50
4536 Point Vista Park Fees	815.00
4550 Sycamore Bend Fees	3,612.00
4558 Harbor Lane/Sycamore Bend	7,000.00
Total Miscellaneous Revenue	15,532.50
Municipal Court Revenue	
4602 Building Security Fund	1,354.70
4604 Citations	42,015.73
4606 Court Technology Fund	1,135.27
4608 Jury Fund	26.48
4610 Truancy Fund	1,324.03
4612 State Court Costs	22,088.79
4614 Child Safety Fee	24.16
Total Municipal Court Revenue	67,969.16
Sales Tax Revenue	
4702 Sales Tax General Fund	138,908.93
4706 Sales Tax 4B Corporation	19,844.13
4708 Sales Tax Mixed Beverage	2,554.95
Total Sales Tax Revenue	161,308.01
Total Income	325,619.68
Gross Profit	325,619.68
Expense	
Capital Outlay	

1:09 PM

11/09/21

Accrual Basis

## Town of Hickory Creek

## Profit &amp; Loss

October 2021

	Oct 21
5012 Streets & Road Improvement	31,614.11
5026 Fleet Vehicles	5,731.83
Total Capital Outlay	37,345.94
Debt Service	
5110 2015 Refunding Bond Series	400.00
5112 2015 C.O. Series	400.00
Total Debt Service	800.00
General Government	
5206 Computer Hardware/Software	5,774.56
5208 Copier Rental	332.35
5210 Dues & Memberships	92.90
5212 EDC Tax Payment	19,845.13
5216 Volunteer/Staff Events	1,398.55
5218 General Communications	4,470.03
5222 Office Supplies & Equip.	20.71
5224 Postage	450.60
5226 Community Cause	111.49
5228 Town Council/Board Expense	1,557.51
Total General Government	34,053.83
Municipal Court	
5312 Court Technology	483.60
5318 Merchant Fees/Credit Cards	-6.90
5322 Office Supplies/Equipment	41.46
5324 State Court Costs	75,017.47
5332 Warrants Collected	-3,143.37
Total Municipal Court	72,392.26
Parks and Recreation	
5402 Events	875.00
5408 Tanglewood Park	44.39
Total Parks and Recreation	919.39
Parks Corps of Engineer	
5432 Arrowhead	71,594.12
5434 Harbor Grove	322.80
5436 Point Vista	1,167.48
5438 Sycamore Bend	1,788.19
Total Parks Corps of Engineer	74,872.59
Personnel	
5502 Administration Wages	36,753.17
5506 Police Wages	66,509.96
5507 Police Overtime Wages	711.63
5508 Public Works Wages	15,856.10
5509 Public Works Overtime Wage	56.19
5510 Health Insurance	20,668.34
5514 Payroll Expense	1,790.08
5518 Retirement (TMRS)	23,312.30
5520 Unemployment (TWC)	452.51
5522 Workman's Compensation	25,019.40
Total Personnel	191,129.68
Police Department	
5602 Auto Gas & Oil	2,800.53
5606 Auto Maintenance & Repair	377.47
5610 Books & Subscriptions	416.51
5612 Computer Hardware/Software	9,359.43
5614 Crime Lab Analysis	1,268.87
5626 Office Supplies/Equipment	138.24

1:09 PM

11/09/21

Accrual Basis

## Town of Hickory Creek

## Profit &amp; Loss

October 2021

	Oct 21
5630 Personnel Equipment	17,941.01
5636 Uniforms	46.64
5646 Community Outreach	15.68
5648 K9 Unit	64.58
<b>Total Police Department</b>	<b>32,428.96</b>
<b>Public Works Department</b>	
5708 Animal Control Vet Fees	274.38
5710 Auto Gas & Oil	1,290.86
5714 Auto Maintenance/Repair	90.25
5716 Beautification	5.34
5722 Equipment	2,209.98
5724 Equipment Maintenance	982.28
5728 Equipment Supplies	155.00
5732 Office Supplies/Equipment	11.60
5734 Communications	321.12
5742 Uniforms	262.93
<b>Total Public Works Department</b>	<b>5,603.74</b>
<b>Services</b>	
5804 Attorney Fees	4,483.50
5814 Engineering	7,591.34
5816 General Insurance	38,410.12
5818 Inspections	1,275.00
5820 Fire Service	228,368.75
5824 Library Services	272.70
5826 Municipal Judge	1,150.00
5828 Printing	182.35
5832 Computer Technical Support	42,081.20
<b>Total Services</b>	<b>323,814.96</b>
<b>Special Events</b>	
6008 Tree Lighting	2,613.73
<b>Total Special Events</b>	<b>2,613.73</b>
<b>Utilities &amp; Maintenance</b>	
5902 Bldg Maintenance/Supplies	7,792.71
5904 Electric	2,236.57
5906 Gas	79.81
5908 Street Lighting	3,291.52
5910 Telephone	405.08
5912 Water	2,996.21
<b>Total Utilities &amp; Maintenance</b>	<b>16,801.90</b>
<b>Total Expense</b>	<b>792,776.98</b>
<b>Net Ordinary Income</b>	<b>-467,157.30</b>
<b>Net Income</b>	<b>-467,157.30</b>

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11/09/21

# Town of Hickory Creek

## Budget vs. Actual Year to Date 8.33%

Accrual Basis

October 2021

	Oct 21	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	15,637.72	1,484,251.00	1.1%
4004 M&O Penalties & Interest	228.58	2,500.00	9.1%
4006 Delinquent M&O	911.32	1,000.00	91.1%
4008 I&S Debt Service	8,491.52	805,976.00	1.1%
4010 I&S Penalties & Interest	140.11	1,500.00	9.3%
4012 Delinquent I&S	558.59	500.00	111.7%
Total Ad Valorem Tax Revenue	25,967.84	2,295,727.00	1.1%
Building Department Revenue			
4102 Building Permits	45,215.95	750,000.00	6.0%
4104 Certificate of Occupancy	1,500.00	25,000.00	6.0%
4106 Contractor Registration	675.00	6,500.00	10.4%
4108 Preliminary/Final Plat	0.00	0.00	0.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	5,520.00	10,000.00	55.2%
4122 Septic Permits	0.00	1,000.00	0.0%
4124 Sign Permits	100.00	1,000.00	10.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	2,000.00	0.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	50.00	500.00	10.0%
Total Building Department Revenue	53,060.95	796,275.00	6.7%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	46,000.00	0.0%
4204 Charter Communications	0.00	42,900.00	0.0%
4206 CenturyLink	0.00	1,500.00	0.0%
4208 CoServ	1,486.74	4,700.00	31.6%
4210 Oncor Electric	0.00	155,500.00	0.0%
4212 Republic Services	0.00	48,000.00	0.0%
Total Franchise Fee Revenue	1,486.74	298,600.00	0.5%
Interest Revenue			
4330 General Fund Interest	1.07	100.00	1.1%
4332 Investment Interest	293.41	7,500.00	3.9%
Total Interest Revenue	294.48	7,600.00	3.9%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	45,500.00	0.0%
Total Interlocal Revenue	0.00	45,500.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	1,625.00	10,600.00	15.3%
4506 Animal Shelter Donations	60.00	1,500.00	4.0%
4508 Annual Park Passes	400.00	25,000.00	1.6%
4510 Arrowhead Park Fees	1,800.00	40,000.00	4.5%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	0.00	500.00	0.0%
4530 Other Receivables	190.50	152,000.00	0.1%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	815.00	12,000.00	6.8%
4546 Street Improv Restricted	0.00	430,000.00	0.0%
4550 Sycamore Bend Fees	3,612.00	30,000.00	12.0%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	7,000.00	0.00	100.0%
4560 2020 CO Proceeds	0.00	0.00	0.0%
Total Miscellaneous Revenue	15,532.50	747,528.00	2.1%
Municipal Court Revenue			
4602 Building Security Fund	1,354.70	9,270.00	14.6%
4604 Citations	42,015.73	450,000.00	9.3%
4606 Court Technology Fund	1,135.27	12,115.00	9.4%
4608 Jury Fund	26.48	200.00	13.2%
4610 Truancy Fund	1,324.03	0.00	100.0%
4612 State Court Costs	22,088.79	250,000.00	8.8%
4614 Child Safety Fee	24.16	800.00	3.0%
Total Municipal Court Revenue	67,969.16	722,385.00	9.4%
Sales Tax Revenue			
4702 Sales Tax General Fund	138,908.93	1,662,500.00	8.4%
4706 Sales Tax 4B Corporation	19,844.13	237,500.00	8.4%
4708 Sales Tax Mixed Beverage	2,554.95	30,000.00	8.5%
Total Sales Tax Revenue	161,308.01	1,930,000.00	8.4%

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11/09/21

# Town of Hickory Creek

## Budget vs. Actual Year to Date 8.33%

Accrual Basis

October 2021

	Oct 21	Budget	% of Budget
Total Income	325,619.68	6,843,615.00	4.8%
Gross Profit	325,619.68	6,843,615.00	4.8%
Expense			
Capital Outlay			
5010 Street Maintenance	0.00	25,000.00	0.0%
5012 Streets & Road Improvement	31,614.11	430,000.00	7.4%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	0.00	42,500.00	0.0%
5026 Fleet Vehicles	5,731.83	82,000.00	7.0%
5030 Sycamore Bend Construction	0.00	0.00	0.0%
Total Capital Outlay	37,345.94	579,500.00	6.4%
Debt Service			
5106 2012 Refunding Bond Series	0.00	267,004.00	0.0%
5110 2015 Refunding Bond Series	400.00	308,400.00	0.1%
5112 2015 C.O. Series	400.00	276,350.00	0.1%
5114 2020 C.O. Series	0.00	204,950.00	0.0%
Total Debt Service	800.00	1,056,704.00	0.1%
General Government			
5202 Bank Service Charges	0.00	25.00	0.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	5,774.56	106,222.00	5.4%
5208 Copier Rental	332.35	3,000.00	11.1%
5210 Dues & Memberships	92.90	3,000.00	3.1%
5212 EDC Tax Payment	19,845.13	237,500.00	8.4%
5214 Election Expenses	0.00	7,500.00	0.0%
5216 Volunteer/Staff Events	1,398.55	10,500.00	13.3%
5218 General Communications	4,470.03	28,000.00	16.0%
5222 Office Supplies & Equip.	20.71	5,000.00	0.4%
5224 Postage	450.60	5,800.00	7.8%
5226 Community Cause	111.49	3,000.00	3.7%
5228 Town Council/Board Expense	1,557.51	3,500.00	44.5%
5230 Training & Education	0.00	1,500.00	0.0%
5232 Travel Expense	0.00	1,500.00	0.0%
5234 Staff Uniforms	0.00	1,000.00	0.0%
Total General Government	34,053.83	417,347.00	8.2%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	0.00	9,270.00	0.0%
5312 Court Technology	483.60	12,115.00	4.0%
5314 Dues & Memberships	0.00	120.00	0.0%
5318 Merchant Fees/Credit Cards	-6.90	0.00	100.0%
5322 Office Supplies/Equipment	41.46	1,200.00	3.5%
5324 State Court Costs	75,017.47	250,000.00	30.0%
5326 Training & Education	0.00	100.00	0.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-3,143.37	0.00	100.0%
Total Municipal Court	72,392.26	273,380.00	26.5%
Parks and Recreation			
5402 Events	875.00	2,000.00	43.8%
5408 Tanglewood Park	44.39	2,000.00	2.2%
5412 KHCB	0.00	500.00	0.0%
5414 Tree City USA	0.00	500.00	0.0%
5416 Town Hall Park	0.00	75,000.00	0.0%
Total Parks and Recreation	919.39	80,000.00	1.1%
Parks Corps of Engineer			
5432 Arrowhead	71,594.12	47,250.00	151.5%
5434 Harbor Grove	322.80	5,000.00	6.5%
5436 Point Vista	1,167.48	7,500.00	15.6%
5438 Sycamore Bend	1,788.19	47,250.00	3.8%
Total Parks Corps of Engineer	74,872.59	107,000.00	70.0%
Personnel			
5502 Administration Wages	36,753.17	474,280.00	7.7%
5506 Police Wages	66,509.96	983,721.00	6.8%
5507 Police Overtime Wages	711.63	10,000.00	7.1%
5508 Public Works Wages	15,856.10	204,506.00	7.8%
5509 Public Works Overtime Wage	56.19	1,200.00	4.7%
5510 Health Insurance	20,668.34	261,200.00	7.9%
5512 Longevity	0.00	13,076.00	0.0%
5514 Payroll Expense	1,790.08	22,000.00	8.1%
5516 Employment Exams	0.00	2,500.00	0.0%
5518 Retirement (TMRs)	23,312.30	239,305.00	9.7%
5520 Unemployment (TWC)	452.51	6,048.00	7.5%
5522 Workman's Compensation	25,019.40	27,000.00	92.7%
Total Personnel	191,129.68	2,244,836.00	8.5%
Police Department			
5602 Auto Gas & Oil	2,800.53	22,000.00	12.7%

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11/09/21

# Town of Hickory Creek

## Budget vs. Actual Year to Date 8.33%

Accrual Basis

October 2021

	Oct 21	Budget	% of Budget
5606 Auto Maintenance & Repair	377.47	15,000.00	2.5%
5610 Books & Subscriptions	416.51	500.00	83.3%
5612 Computer Hardware/Software	9,359.43	35,000.00	26.7%
5614 Crime Lab Analysis	1,268.87	3,000.00	42.3%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	138.24	1,800.00	7.7%
5630 Personnel Equipment	17,941.01	22,000.00	81.6%
5634 Travel Expense	0.00	2,500.00	0.0%
5636 Uniforms	46.64	6,000.00	0.8%
5640 Training & Education	0.00	7,500.00	0.0%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	15.68	700.00	2.2%
5648 K9 Unit	64.58	2,000.00	3.2%
<b>Total Police Department</b>	<b>32,428.96</b>	<b>119,000.00</b>	<b>27.3%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	0.00	1,500.00	0.0%
5704 Animal Control Equipment	0.00	500.00	0.0%
5706 Animal Control Supplies	0.00	900.00	0.0%
5708 Animal Control Vet Fees	274.38	6,000.00	4.6%
5710 Auto Gas & Oil	1,290.86	20,000.00	6.5%
5714 Auto Maintenance/Repair	90.25	5,000.00	1.8%
5716 Beautification	5.34	25,000.00	0.0%
5718 Computer Hardware/Software	0.00	1,000.00	0.0%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	2,209.98	25,000.00	8.8%
5724 Equipment Maintenance	982.28	6,000.00	16.4%
5726 Equipment Rental	0.00	2,500.00	0.0%
5728 Equipment Supplies	155.00	5,000.00	3.1%
5732 Office Supplies/Equipment	11.60	500.00	2.3%
5734 Communications	321.12	3,800.00	8.5%
5738 Training	0.00	800.00	0.0%
5740 Travel Expense	0.00	1,000.00	0.0%
5742 Uniforms	262.93	2,200.00	12.0%
5748 Landscaping Services	0.00	110,000.00	0.0%
<b>Total Public Works Department</b>	<b>5,603.74</b>	<b>217,050.00</b>	<b>2.6%</b>
<b>Services</b>			
5802 Appraisal District	0.00	12,400.00	0.0%
5804 Attorney Fees	4,483.50	66,000.00	6.8%
5806 Audit	0.00	13,500.00	0.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	0.00	0.0%
5814 Engineering	7,591.34	145,000.00	5.2%
5816 General Insurance	38,410.12	37,250.00	103.1%
5818 Inspections	1,275.00	108,800.00	1.2%
5820 Fire Service	228,368.75	970,692.00	23.5%
5822 Legal Notices/Advertising	0.00	2,500.00	0.0%
5824 Library Services	272.70	600.00	45.5%
5826 Municipal Judge	1,150.00	13,800.00	8.3%
5828 Printing	182.35	1,500.00	12.2%
5830 Tax Collection	0.00	2,700.00	0.0%
5832 Computer Technical Support	42,081.20	41,525.00	101.3%
5838 DCCAC	0.00	1,000.00	0.0%
5840 Denton County Dispatch	0.00	30,808.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	100.00	0.0%
<b>Total Services</b>	<b>323,814.96</b>	<b>1,450,375.00</b>	<b>22.3%</b>
<b>Special Events</b>			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	2,613.73	6,000.00	43.6%
6010 Arts and Cultural Events	0.00	5,000.00	0.0%
<b>Total Special Events</b>	<b>2,613.73</b>	<b>18,000.00</b>	<b>14.5%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	7,792.71	168,223.00	4.6%
5904 Electric	2,236.57	27,000.00	8.3%
5906 Gas	79.81	1,700.00	4.7%
5908 Street Lighting	3,291.52	38,000.00	8.7%
5910 Telephone	405.08	35,000.00	1.2%
5912 Water	2,996.21	10,500.00	28.5%
<b>Total Utilities &amp; Maintenance</b>	<b>16,801.90</b>	<b>280,423.00</b>	<b>6.0%</b>
<b>Total Expense</b>	<b>792,776.98</b>	<b>6,843,615.00</b>	<b>11.6%</b>
<b>Net Ordinary Income</b>	<b>-467,157.30</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>-467,157.30</b>	<b>0.00</b>	<b>100.0%</b>

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Accrual Basis

# Town of Hickory Creek Expenditures over \$1,000.00

October 2021

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5012 Streets &amp; Road Improvement</b>				
Check	10/18/2021	4181	Don Smith Concrete, LLC.	30,513.57
Check	10/25/2021	Debit	CHECKCARD 1022 MIDATLANTIC MAIL	1,100.54
Total 5012 Streets & Road Improvement				31,614.11
<b>5026 Fleet Vehicles</b>				
Check	10/20/2021	Debit	ENTERPRISE FM TR DESDIRECT PAY	1,059.48
Bill	10/25/2021	Invoice...	Utility Associates, Inc.	3,900.00
Total 5026 Fleet Vehicles				4,959.48
Total Capital Outlay				36,573.59
<b>General Government</b>				
<b>5206 Computer Hardware/Software</b>				
Bill	10/01/2021	Invoice...	Fund Accounting Solution Technologies	5,492.25
Total 5206 Computer Hardware/Software				5,492.25
<b>5212 EDC Tax Payment</b>				
Check	10/13/2021	Debit	Hickory Creek Economic Development	19,844.13
Total 5212 EDC Tax Payment				19,844.13
<b>5218 General Communications</b>				
Bill	10/01/2021	Invoice...	DataProse LLC	4,470.03
Total 5218 General Communications				4,470.03
<b>5228 Town Council/Board Expense</b>				
Bill	10/25/2021	Invoice...	Richey Company	1,110.91
Total 5228 Town Council/Board Expense				1,110.91
Total General Government				30,917.32
<b>Municipal Court</b>				
<b>5324 State Court Costs</b>				
Check	10/13/2021	Debit	State Comptroller	74,841.97
Total 5324 State Court Costs				74,841.97
Total Municipal Court				74,841.97
<b>Parks Corps of Engineer</b>				
<b>5432 Arrowhead</b>				
Check	10/04/2021	1085	MiTech Services, LLC	1,002.00
Check	10/19/2021	1086	The Playground Shade and Surfacing Depot	70,227.00
Total 5432 Arrowhead				71,229.00
<b>5436 Point Vista</b>				
Check	10/04/2021	1085	MiTech Services, LLC	1,001.80
Total 5436 Point Vista				1,001.80
<b>5438 Sycamore Bend</b>				
Check	10/04/2021	1085	MiTech Services, LLC	1,002.00
Total 5438 Sycamore Bend				1,002.00
Total Parks Corps of Engineer				73,232.80
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	10/01/2021	Debit	DearbornLife	1,247.73
Check	10/14/2021	Debit	TML0111 DESPayment DESCONS COLL	18,624.54
Total 5510 Health Insurance				19,872.27
<b>5518 Retirement (TMRS)</b>				
Check	10/05/2021	Deposit	TMRS	23,311.30
Total 5518 Retirement (TMRS)				23,311.30
<b>5522 Workman's Compensation</b>				
Check	10/13/2021	4174	Texas Municipal League	25,019.40
Total 5522 Workman's Compensation				25,019.40
Total Personnel				68,202.97
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	10/27/2021	Debit	WEX INC DESFLEET DEBI	2,800.53
Total 5602 Auto Gas & Oil				2,800.53
<b>5612 Computer Hardware/Software</b>				
Bill	10/01/2021	Invoice...	Lexipool, LLC	6,875.44
Bill	10/01/2021	Invoice...	Leads Online	1,810.74

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Accrual Basis

# Town of Hickory Creek Expenditures over \$1,000.00

October 2021

Type	Date	Num	Name	Amount
			Total 5612 Computer Hardware/Software	8,686.18
			<b>5630 Personnel Equipment</b>	
Check	10/15/2021	Debit	KS STATEBANK DESKSB PMT	17,740.00
			Total 5630 Personnel Equipment	17,740.00
			Total Police Department	29,226.71
			<b>Public Works Department</b>	
			<b>5710 Auto Gas &amp; Oil</b>	
Check	10/27/2021	Debit	WEX INC DESFLEET DEBI	1,290.86
			Total 5710 Auto Gas & Oil	1,290.86
			<b>5722 Equipment</b>	
Check	10/27/2021	Debit	CHECKCARD 1025 SPECTRUM SPORTS	1,755.00
			Total 5722 Equipment	1,755.00
			Total Public Works Department	3,045.86
			<b>Services</b>	
			<b>5804 Attorney Fees</b>	
Check	10/13/2021	Debit	Law Office of Dorwin L. Sargent III, PLLC	3,778.50
			Total 5804 Attorney Fees	3,778.50
			<b>5814 Engineering</b>	
Bill	10/01/2021	Invoice...	Halff Associates, Inc.	4,745.94
Bill	10/25/2021	Invoice...	Halff Associates, Inc.	1,024.24
Bill	10/25/2021	Invoice...	Halff Associates, Inc.	1,821.16
			Total 5814 Engineering	7,591.34
			<b>5816 General Insurance</b>	
Check	10/13/2021	4174	Texas Municipal League	38,410.12
			Total 5816 General Insurance	38,410.12
			<b>5818 Inspections</b>	
Bill	10/14/2021	Invoice...	Larry Finney	1,275.00
			Total 5818 Inspections	1,275.00
			<b>5820 Fire Service</b>	
Check	10/19/2021	4180	City of Corinth	228,368.75
			Total 5820 Fire Service	228,368.75
			<b>5826 Municipal Judge</b>	
Check	10/19/2021	4186	Cynthia Burkett	1,050.00
			Total 5826 Municipal Judge	1,050.00
			<b>5832 Computer Technical Support</b>	
Check	10/04/2021	4171	MiTech Services, LLC	42,081.20
			Total 5832 Computer Technical Support	42,081.20
			Total Services	322,554.91
			<b>Utilities &amp; Maintenance</b>	
			<b>5902 Bldg Maintenance/Supplies</b>	
Check	10/14/2021	4177	Don Smith Concrete, LLC.	6,000.00
			Total 5902 Bldg Maintenance/Supplies	6,000.00
			<b>5904 Electric</b>	
Check	10/22/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,236.57
			Total 5904 Electric	2,236.57
			<b>5908 Street Lighting</b>	
Check	10/22/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,125.87
			Total 5908 Street Lighting	3,125.87
			<b>5912 Water</b>	
Check	10/01/2021	Debit	LCMUA DESUTILITY DD	2,334.89
			Total 5912 Water	2,334.89
			Total Utilities & Maintenance	13,697.33
			Total Expense	652,293.46
			Net Ordinary Income	-652,293.46
			<b>Net Income</b>	<b>-652,293.46</b>



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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 10/01/2021 - 10/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0359%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 57 DAYS AND THE NET ASSET VALUE FOR 10/29/21 WAS 0.999985.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,006,555.83
10/29/2021	MONTHLY POSTING	9999888	122.23	4,006,678.06
	ENDING BALANCE			4,006,678.06

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,006,555.83
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	122.23
ENDING BALANCE	4,006,678.06
AVERAGE BALANCE	4,006,555.83

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	2,357.63





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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 10/01/2021 - 10/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0359%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 57 DAYS AND THE NET ASSET VALUE FOR 10/29/21 WAS 0.999985.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,580.89
10/29/2021	MONTHLY POSTING	9999888	0.30	9,581.19
	ENDING BALANCE			9,581.19

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,580.89
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	0.30
ENDING BALANCE	9,581.19
AVERAGE BALANCE	9,580.89

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	5.69





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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276016

ACCOUNT NAME: CORONAVIRUS LOCAL RECOVERY FUNDS

STATEMENT PERIOD: 10/01/2021 - 10/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0359%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 57 DAYS AND THE NET ASSET VALUE FOR 10/29/21 WAS 0.999985.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			594,089.01
10/29/2021	MONTHLY POSTING	9999888	18.13	594,107.14
	ENDING BALANCE			594,107.14

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	594,089.01
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	18.13
ENDING BALANCE	594,107.14
AVERAGE BALANCE	594,089.01

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	594,066.81	0.00	40.33





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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 10/01/2021 - 10/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0359%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 57 DAYS AND THE NET ASSET VALUE FOR 10/29/21 WAS 0.999985.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			80,396.91
10/29/2021	MONTHLY POSTING	9999888	2.43	80,399.34
	ENDING BALANCE			80,399.34

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	80,396.91
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2.43
ENDING BALANCE	80,399.34
AVERAGE BALANCE	80,396.91

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	47.33





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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 10/01/2021 - 10/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0359%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 57 DAYS AND THE NET ASSET VALUE FOR 10/29/21 WAS 0.999985.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			5,066,194.21
10/05/2021	ACH WITHDRAWAL	6132748	100,000.00 -	4,966,194.21
10/18/2021	ACH WITHDRAWAL	6133011	300,000.00 -	4,666,194.21
10/20/2021	ACH WITHDRAWAL	6133088	75,000.00 -	4,591,194.21
10/29/2021	MONTHLY POSTING	9999888	147.41	4,591,341.62
	ENDING BALANCE			4,591,341.62

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	5,066,194.21
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	475,000.00
TOTAL INTEREST	147.41
ENDING BALANCE	4,591,341.62
AVERAGE BALANCE	4,814,581.31

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	2,016,732.47	3,003,613.52	3,526.77





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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 10/01/2021 - 10/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0359%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 57 DAYS AND THE NET ASSET VALUE FOR 10/29/21 WAS 0.999985.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			94,901.87
10/29/2021	MONTHLY POSTING	9999888	2.91	94,904.78
	ENDING BALANCE			94,904.78

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	94,901.87
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2.91
ENDING BALANCE	94,904.78
AVERAGE BALANCE	94,901.87

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	55.86



**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2021-1115-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AGREEMENTS RELATED TO THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION HIDTA DALLAS TASK FORCE; 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 desires to ratify agreements concerning the United States Department of Justice, Drug Enforcement Administration HIDTA Dallas Task Force.

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

**Section 1:** the Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and the Department of Justice, Drug Enforcement Administration effectively dated October 1, 2021 and attached hereto as Exhibit A.

**Section 2:** the Town Council hereby ratifies the agreement referred to as the FY 22 Asset Forfeiture Sharing Agreement HIDTA Task Force Group 1 effectively dated October 25, 2021 and attached hereto as Exhibit B.

**Section 3:** the Town Council hereby ratifies the Certifications Regarding Lobbying; Department, Suspension and Other Responsibility Matters effectively dated October 21, 2021 and attached hereto as Exhibit C.

**Section 4:** The resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 15<sup>th</sup> day of November, 2021.

\_\_\_\_\_  
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

**FY 2022 HIDTA STATE AND LOCAL TASK FORCE AGREEMENT  
DALLAS FIELD DIVISION  
HIDTA TASK FORCE GROUP 1 (DALLAS)  
HICKORY CREEK POLICE DEPARTMENT**

This agreement is made this 1<sup>st</sup> day of October 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hickory Creek Police Department (hereinafter "HCPD"), ORI Number TX 0612800. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the North Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of North Texas, the parties hereto agree to the following:

1. The HIDTA Task Force Group 1 (Dallas) will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the HIDTA Task Force Group 1 (Dallas), the HCPD agrees to detail one experienced officer(s) to the HIDTA Task Force Group 1 (Dallas) for a period of not less than two years. During this period of assignment, the assigned HCPD officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The HCPD officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The HCPD officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the HIDTA Task Force Group 1 (Dallas), DEA will assign five Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and HCPD officer(s) to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the HIDTA Task Force Group 1 (Dallas), the HCPD will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the Task Force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the HCPD for overtime payment. Annual overtime for each State or Local Law Enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the General Pay Scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**

7. In no event will the HCPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HCPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The HCPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HCPD shall maintain all such reports and records until all litigation, claim, audits, and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is later.

10. The HCPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

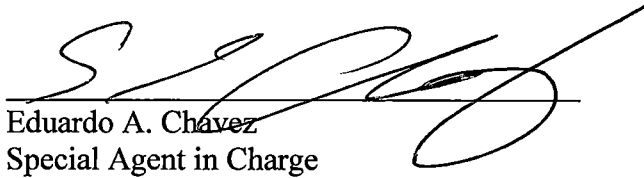
11. The HCPD agrees that an authorized officer(s) or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The HCPD acknowledges that this agreement will not take effect and no federal funds will be awarded to the HCPD by DEA until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing programs or projects funded in whole or part with federal money, the HCPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The HCPD understands and agrees that HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal.

14. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2023. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by HCPD during the term of this agreement.

For the Drug Enforcement Administration:

  
Eduardo A. Chavez  
Special Agent in Charge

Date: 10/25/2021

For the Hickory Creek Police Department:

  
Carey Dunn  
Chief of Police

Date: 10/21/2021

## Exhibit B

### **FY 2022 Asset Forfeiture Sharing Agreement HIDTA Task Force Group 1 (Dallas) Hickory Creek Police Department**

The U.S. Department of Justice, 2018 Joint Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, governs this Agreement. The State and Local Law Enforcement members ("Participants"), of the DEA HIDTA Task Force Group 1 (Dallas) ("Task Force"), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

- Carrollton Police Department/One (1) officer assigned to the Task Force
- Dallas County District Attorney's Office/One (1) officer assigned to the Task Force
- Dallas Police Department/One (1) officer assigned to the Task Force
- Hickory Creek Police Department/One (1) officer assigned to the Task Force
- Irving Police Department/One (1) officer assigned to the Task Force
- Midlothian Police Department/One (1) officer assigned to the Task Force
- Richardson Police Department/One (1) officer assigned to the Task Force

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Task Force will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies' investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80% of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is \$500. Sharing is not automatically 80%. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.

Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-

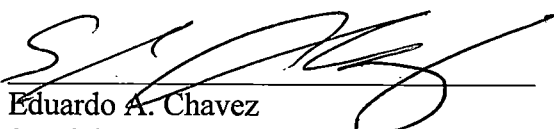
MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DOJ receives a minimum of 20%.


Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the DEA HIDTA Task Force Group 1 (Dallas). This agreement shall be reviewed annually at the time each agency completes the State and Local Task Force Agreement with DEA for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants).

  
Eduardo A. Chavez  
Special Agent in Charge  
Dallas Field Division

Date: 10/28/2021

  
Chief of Police Carey Dunn  
Hickory Creek Police Department

Date: 10/21/2021



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Hickory Creek Police Department 1075 Ronald Reagan Avenue Hickory Creek, TX 75065

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

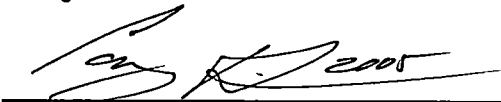
  
DEA DALLAS HIDTA TASK FORCE / EDUARDO CHAVEZ, SAC

4. Typed Name and Title of Authorized Representative

Chief of Police Carey Dunn

5. Signature

6. Date



10/21/2005

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2021-1115-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AGREEMENTS WITH ACAP HEALTH CONSULTING, LLC RELATED TO FIRST RESPONDER HEALTH 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 desires to ratify agreements concerning first responder health services contracted for by the Town of Hickory Creek, Texas.

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

**Section 1:** the Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and ACAP Health Consulting, LLC concerning First Responder Intervention Services effectively dated October 1, 2021 and attached hereto as Exhibit A.

**Section 2:** the Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and ACAP Health Consulting, LLC concerning Joyages Intervention Programs effectively dated October 1, 2021 and attached hereto as Exhibit B.

**Section 3:** the Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and ACAP Health Consulting, LLC concerning Armor Up American Consulting Services effectively dated July 22, 2021 and attached hereto as Exhibit C.

**Section 4:** The resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 15<sup>th</sup> day of November, 2021.

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

ATTEST:

\_\_\_\_\_  
Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

---

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

## Exhibit A

### RESPONDER HEALTH CLIENT SERVICES AGREEMENT

This Responder Health Client Services Agreement is made and entered into effective as of the 1st day of October 2021 (the “**Effective Date**”) by and between ACAP Health Consulting, LLC (“**Vendor**”) and the Town of Hickory Creek (the “**Client**”). (Vendor and Client may be referred to individually as a “**Party**” or collectively as the “**Parties**”).

#### RECITALS

A. Vendor has developed a first responder support program, marketed and referred to as “Responder Health” consisting of wellness, prevention, intervention, and after care services outlined on Exhibit A, attached hereto and incorporated herein by this reference (“**Responder Health**”). The mental wellness, prevention, and resiliency services included within Responder Health are provided by Vendor as outlined on Exhibit A (“**Mental Wellness, Prevention, and Resiliency Services**”). The intervention and after care services included within Responder Health (“**Intervention & Aftercare Services**”) are provided by an independent third party- Armor Up America, LLC (“**Armor Up America**”) pursuant to a contract between Armor Up America and Client.

B. Client employs first responders (“**First Responders**”) and wishes to make Responder Health available to First Responders and their families (collectively the “**Participants**”).

C. Vendor is agreeable to providing the Mental Wellness, Prevention, and Resiliency Services to Client and its Participants pursuant to the terms and conditions outlined herein.

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

#### 1. **Responder Health.**

(a) During the Term, Vendor will provide the Mental Wellness, Prevention and Resiliency Services to Client and its Participants. In connection with the Joyages brain health intervention program, Client will also execute a Joyages Program Agreement, attached hereto and incorporated herein by this reference as Exhibit B governing the licensing, and use by Clients and Participants, of the Joyages Information (“**Joyages Agreement**”).

(b) Client acknowledges the Intervention & Aftercare Services marketed as part of Responder Health are provided by Armor Up America, an independent third party unrelated to Vendor. As a condition precedent to this Agreement, Client must execute a separate agreement with Armor Up America, attached hereto and incorporated herein by this reference as Exhibit C for the provision of Intervention & Aftercare Services (the “**AUA Agreement**”). The AUA Agreement shall govern the terms and conditions of any and all services provided by Armor Up America to Client and Participants, including but not limited to Intervention & Aftercare

Services. In no event shall Vendor be considered a provider or distributor of Intervention & Aftercare Services.

(c) Client acknowledges and agrees Vendor is not providing medical care or advice to Client or Participants and Responder Health and the services provided by Vendor and or third parties such as Armor Up America, are not intended to be a substitute for the sound independent medical judgment of a physician or other health care provider.

(d) Client acknowledges and agrees Vendor shall not be responsible to Client, Participants or any other third party for the provision of Intervention & Aftercare Services by Armor Up America or any other acts or omissions of Armor Up America. Vendor makes no representations or warranties regarding Armor Up America or the Intervention & Aftercare Services.

## **2. Responsibilities of Client.**

(a) Client will provide First Responders with Responder Health information and materials provided by Vendor describing the Responder Health program and how Participants may access services.

(b) Client will hold "kick off meetings" with eligible First Responders to introduce Responder Health and the services available.

(c) Client will provide Vendor with information reasonably requested by Vendor to coordinate services, such as the number of First Responders who will be eligible for services.

(d) Client maintains ultimate responsibility for determining whether Responder Health, as offered by Client to Participants, is subject to any federal or state laws or regulations governing employee benefit plans and if so, ensuring compliance with such applicable laws and regulations.

(e) Client shall timely pay all fees as outlined in the AUA Agreement. Client acknowledges Vendor's fees for the Wellness & Prevention Services provided by Vendor are passed through to Client by Armor Up America and Armor Up America will charge these fees to Client, including any applicable sales/use taxes. Client agrees to the extent that sales or use taxes are imposed against Vendor for services and not collected or remitted by Armor Up America, Client shall remit those sales and use taxes to Vendor directly and indemnify Vendor for any costs associated with said sales and use taxes.

**3. Licenses.** In addition to the rights conveyed to Client through the Joyages Agreement, subject to Client's strict compliance with all terms, conditions and restrictions of this Agreement, Vendor hereby grants to Client a non-exclusive, non-transferrable right to use the trademarks, service marks, logos, trade dress and other distinctive brand features of Vendor that are a part of and used in connection with Vendor in order for Client to promote, advertise, market, identify and describe the Responder Health program and all Wellness & Prevention Services provided in connection therewith to Participants. Except as authorized by this Section

4 and/or the Joyages Agreement, Client has no right or license to use or license the use of any of Vendor's names, trademarks, service marks, logos, emblems and other indicia of origin for any purpose whatsoever. Client agrees to permit Vendor to reference Client's name and logo according to Client marketing guidelines and for legitimate business purposes, including but not limited to, Vendor's website and collateral materials. Client agrees to consider reasonable requests for (i) serving as a reference; and (ii) collaborating on press releases and marketing materials regarding Responder Health.

4. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall continue through September 30, 2022 (the "**Term**"); provided, however, this Agreement shall automatically renew for additional one (1) year terms unless earlier terminated as outlined herein. This Agreement may be terminated at any time as follows:

(a) **Without Cause.** By either Party without cause upon thirty (30) days prior written notice; provided, however, if Vendor terminates this Agreement pursuant to this subsection (a), the termination shall not be effective until the end of the current Term.

(b) **Non-Payment.** By Vendor at any time with ten (10) days prior written notice to Client if (i) Client fails to timely pay fees owed pursuant to the AUA Agreement (including any late fees or interest charges) when due.

(c) **With Cause.** By either Party if the other Party materially breaches this Agreement and such breach remains uncured for a period of thirty (30) days after the Party provides the breaching Party with written notice of the alleged breach and its intent to terminate the Agreement if the breach is not cured within the 30-day period.

(d) **Insolvency.** By Vendor immediately in the event of the filing of any petition under federal or state law pertaining to bankruptcy or insolvency or for reorganization or arrangement or other relief from creditors by or against Client, or if a receiver, trustee or similar officer or creditor's committee shall be appointed to operate or wind up the affairs of the Client or Client dissolves or otherwise ceases to do business.

(e) **Automatic Termination.** Automatically upon termination of either the AUA Agreement or Joyages Agreement unless otherwise agreed to in writing by Vendor and provided this Agreement is amended as required by Vendor to reflect the termination of the AUA Agreement and/or Joyages Agreement.

Upon the termination of this Agreement the Wellness & Prevention Services will cease and the Joyages Agreement shall automatically terminate. Intervention & Aftercare Services are governed by the AUA Agreement and may continue as outlined therein.

6. **Liability of the Parties.**

(a) **Client Liability.** Client releases, holds harmless, indemnifies and forever discharges Vendor, and its employees, officers, directors, affiliates, subcontractors and agents against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes,

interest charges, administrative penalties and other costs or obligations including reasonable attorneys' and accountant fees and court costs relating to Client's (i) material breach of this Agreement, the Joyages Agreement or the AUA Agreement; (ii) negligence or willful misconduct; or (iii) violation of any applicable law or regulation.

(b) **Vendor Liability.** Vendor releases, holds harmless, indemnifies and forever discharges Client and its employees, officers, directors, affiliates, subcontractors and agents against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, taxes, interest charges, administrative penalties and other costs or obligations including reasonable attorneys' fees and court costs arising from Vendor's: (i) material breach of this Agreement; (ii) gross negligence or willful misconduct in the performance by Vendor of Wellness & Prevention Services; or (iii) violation of any applicable law or regulation. In no event will Vendor's liability under this Agreement exceed the amount of fees paid to Vendor by Client for Vendor's provision of Wellness & Prevention Services (which are currently passed through to Vendor by Armor Up America). In no event will Vendor be responsible for any damages, costs or expenses incurred by Client or a third party for services provided by Armor Up America, including but not limited to, Intervention & Aftercare Services and any recourse Client and/or Participants have shall be governed by the terms of the AUA Agreement.

(c) **Disclaimer of Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES VENDOR PROVIDES PURSUANT TO THIS AGREEMENT OR WHICH ARE PROVIDED BY ARMOR UP AMERICA. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOSS OF DATA OR LOST PROFITS EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**7. Independent Contractors.** The Parties shall perform activities under this Agreement only as independent contractors and nothing contained herein shall be construed to be inconsistent with this relationship or status. Under no circumstances shall any personnel of either Party be considered to be an employee or agent of the other Party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other, implied or otherwise, without prior review and written agreement. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind. Each Party agrees to indemnify and hold the other harmless from any liability arising out of the failure by the other Party to withhold or pay federal and state income taxes, unemployment and social security taxes as may be applicable. Client acknowledges Vendor and Armor Up America are independent third parties and shall not be considered partners, agents, subcontractors or joint venturers for any purpose.

8. **No Waiver.** Neither the course of conduct between the Parties nor trade practice shall act to modify any provisions of this Agreement. No failure or delay on the part of either Party in the exercise of any right or privilege hereunder, including the right to cancel, shall operate as a waiver thereof, nor shall any single or partial exercise of such right or privilege preclude other or further exercise thereof or of any other right or privilege. No waiver of any term of this Agreement will be valid unless in writing and acknowledged in writing by both Parties.

9. **Notices.** Any notice or request that is required or permitted under this Agreement shall be sufficient if given in writing or by confirmed e-mail address for the Parties listed below. Notices must be given either (a) in person; (b) sent by courier or other messenger upon confirmation of delivery by such courier or messenger service; or (c) sent by a type of first-class mail, postage prepaid, requiring a signed receipt to confirm delivery. The notice or request shall be addressed to the addressees as follows:

Vendor: ACAP Health Consulting, LLC  
12712 Park Central Drive  
Suite 100  
Dallas, TX 75251  
Attn: Bailey Ballsrud  
Email: bballsrud@acaphealth.com

Client: Town of Hickory Creek  
1075 Ronald Reagan  
Hickory Creek, TX 75065  
Attn: Kristi Rogers  
Email: Kristi.rogers@hickorycreek-tx.gov

10. **Governing Law.** The validity, performance, and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws of the State of Texas and the federal laws of United States of America, without regard to any conflict of law rules, and both Parties shall submit to the jurisdiction of courts within the State of Texas, with venue in Dallas County (if State Court) or the U.S. District Court for the Northern District of Texas (if Federal Court).

11. **Assignment.** Neither Party may assign, transfer or otherwise convey this Agreement or any rights granted under this Agreement except with the written consent of the other Party; provided, however, a Party may assign this Agreement to a purchaser of all or substantially all of the assets of a Party, or in the case of ACAP, a purchaser of Responder Health. A change of control of one of the Parties shall not be considered an "assignment" for purposes of this Section 11. Subject to such restrictions, this Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assignees of the Parties.

12. **Severability.** In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law: (i) such unenforceability or invalidity

shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said unenforceable or invalid provision had not been contained herein; and (iii) the Parties shall negotiate in good faith to replace the unenforceable or invalid provision by such as has the effect nearest to that of the provision being replaced.

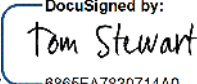
13. **Captions.** The captions used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the Parties under this Agreement.

14. **Entire Agreement.** This Agreement and any Exhibits attached hereto, constitute the entire understanding between the Parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written. This Agreement or any part or provision hereof shall not be deemed waived, amended, or modified by either Party unless such waiver, amendment or modification is in writing and executed by authorized representatives of both Parties. By signing below Client acknowledges and agrees to comply with all terms and conditions of the AUA Agreement and Joyages Agreement, as they may be amended from time to time. Any recourse Client may have relating to Armor Up America or the services provided by Armor Up America, including but not limited to Intervention & Aftercare Services, is governed by the AUA Agreement. Any recourse Client may have regarding the Joyages Information is governed by the Joyages Agreement.

15. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, including emailed or telecopied facsimile, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties' duly authorized representatives on the date and year indicated above.


**ACAP Health Consulting, LLC**

DocuSigned by:  
  
6865FA7830714A0...  
Signature

Name: Tom Stewart

Title: President

**Town of Hickory Creek**

  
Signature

Name: Lynn C. Clark

Title: Mayor

## **EXHIBIT A**

### **RESPONDER HEALTH**

#### **WELLNESS & PREVENTION SERVICES**

ACAP Health Consulting, LLC (“Vendor”) will provide the following services referred to as “Wellness & Prevention Services”:

- Best practice strategies, custom content and training through Joyages available to Client and Participants. Joyages is an on-demand app that teaches skills for dealing with life’s daily stressors and 24/7 access to development resources, personalized support from licensed providers and crisis resources.
- Eight (8) hours of training (with additional hours that can be purchased upon request). A list of available training courses is included in Exhibit A-1.
- Training courses are delivered via Joyages or video teleconference. Additional in-person training courses are available for purchase.
- Training for existing Peer Support teams, if Client does not have an existing internal Peer Support Program, Vendor will assist Client in creating a Peer Support Program.

#### **INTERVENTION & AFTERCARE SERVICES**

Client has separately contracted with Armor Up America to provide the following services referred to as “Intervention & Aftercare Services”:

- Safe Call Now- a confidential peer crisis hotline staffed by current or former first responders CISM trained.
- Providing First Responders with referrals to inpatient mental health providers and assisting the First Responder and his/her inpatient intake clinical team with getting the inpatient admission authorized by the insurance carrier.
- Serve & Protect- a referral resource for outpatient counselors and follow up care for First Responders and their families.
- Coordinate care for the First Responder’s family while a First Responder is in treatment.

## EXHIBIT A-1

### TRAINING COURSES

1. **Emotional Survival for First Responders:** How to Maintain Emotional Wellness and Retire Health (4 hours)
2. **Resiliency as a Way of Life:** Learning How to Become Emotionally, Physically and Spiritually Health (8 hours)
3. **Financial Peace for First Responders:** Best Selling Author Dave Ramsey's Financial Peace Institute Tailored for First Responders (4 hours)
4. **Stress, Burnout, and Vicarious Trauma:** Managing the Pitfalls of Public Service (4 hours)
5. **I'm Married to a First Responder:** Educating Spouses on what the life of a First Responder looks like and how they can support their spouse (4 hours)
6. **The Bulletproof Marriage:** Educating First Responders and their spouse or significant other on communication and a building strong relationship (4 hours)
7. **Peer Support 101:** Why Does Peer Support work and how to develop policy and procedures that ensure the program is implemented correctly (4 hours)
8. **Peer Support Sustainment:** Keeping a Peer Team healthy, navigating a fair selection process, and why confidentiality will make or break a program (4 hours)
9. **PTSD in First Responders:** Studying the signs, symptoms, and treatment of PTSD (4 hours)
10. **Effective Leadership:** How to supervise and implement an environment of trust and wellness in your department (4 hours)
11. **Suicide Education:** A deeper dive into why First Responders isolate and typically not seek help; learning the signs of suicide and how to erase stigma within your agency (4 hours).

## Exhibit B

### JOYAGES PROGRAM AGREEMENT

This Wellness Program Agreement ("Agreement") is made and entered into effective as of October 1, 2021 ("Effective Date"), by and between ACAP Health Consulting, LLC ("Vendor"), and the Town of Hickory Creek ("Customer"). Vendor and Customer may be referred to collectively as "Parties" or individually as a "Party" to this Agreement.

### RECITALS

WHEREAS, Vendor has created, owns or has secured the right to use, distribute and sublicense the Joyages brain health intervention program (the "Program"), including but not limited to (i) certain trademarks, service marks, logos, trade dress and other distinctive brand features of Joyages that are part of and used in connection with the Program; (ii) certain video presentations, manuals, website and app content, emails and other materials developed by Vendor for the Program (the "Curriculum"); and (iii) a mobile app established and maintained by Vendor that permits Participants to access, display, perform and use the Program's app-based services (the "Program App") (collectively, the "Joyages Information");

WHEREAS, Vendor also provides reports and other related services (collectively, the "Services") to employers that offer the Program to their workforce members, so that employers can track and evaluate the Program's impact on employee health and employer health care costs;

WHEREAS, Customer wishes to provide active police, fire, and emergency dispatch employees (collectively "First Responders") of Customer then enrolled in Customer's medical insurance program ("Eligible Employees") and their eligible partners or spouses with the Program to encourage a healthy lifestyle amongst said Eligible Employees and their eligible partners or spouses who enroll in the Program ("Participants"); and

WHEREAS, subject to the conditions set forth in this Agreement, Vendor is willing to provide Services, a copy of any physical Program materials, and the Program to Participants in exchange for Customer's payment to Vendor of agreed fees;

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

### AGREEMENT

#### 1. Right of Customer to Use Trademarks and Joyages Information.

- a. Subject to Customer's strict compliance with all terms, conditions, and restrictions of this Agreement, Vendor hereby grants to Customer:
  - i. a non-exclusive, non-transferable right to use the Joyages Information to promote, advertise, market, identify and describe the Program to Eligible Employees and their eligible partners or spouses; and
  - ii. a non-exclusive, non-transferable right to grant Participants the right to access and use the Program for the intended purpose of the Program.
- b. All patents, trademarks, trade dress, right of publicity, copyrights, design rights, trade secrets and other intellectual property rights in the Joyages Information, the Services and Vendor's Confidential Information (as defined herein) are and shall remain the exclusive property of Vendor. Nothing herein shall be construed as granting any right, title or

interest in or to the Joyages Information or the Services, other than those rights expressly granted in this Section 1.

- c. Except as expressly provided by the terms of this Agreement, Customer shall not use, reproduce, modify, distribute, display, perform or create derivative works of the Joyages Information without the express, written consent of Vendor.
2. No Trademark License. Except for Customer's use of the Joyages Information as expressly authorized in this Agreement or as otherwise expressly authorized in writing by Vendor, Customer has no right or license to use or license the use of any of Vendor's names, trademarks, service marks, logos, emblems and other indicia of origin for any purpose whatsoever. Customer agrees to permit Vendor to reference Customer name and logo upon Customer's prior written consent and according to Customer marketing guidelines and for legitimate business purposes including, but not limited to, Joyages website, app, and collateral materials. Customer agrees to consider reasonable requests for (a) serving as a reference, (b) collaborating on press releases regarding services, and (c) collaborating on case studies or other marketing collateral showcasing the outcomes of agreed upon services. To be clear, except as may be required by law, neither party may issue any press release or make any announcement in relation to this Agreement without the prior written consent of the other party.
3. Presentation of the Program and Scope of Services.
  - a. Vendor is solely responsible for presenting and implementing the Program in such manner as it deems appropriate, subject to mutually accepted guidelines, to ensure satisfactory delivery. In addition to the Curriculum, and except as otherwise expressly agreed herein, Vendor will present the Program by mobile application accessed by Participants directly via their smartphone or other technologies.
  - b. Vendor represents and warrants to Customer that (a) Vendor has the necessary experience and resources to perform the Services contemplated by this Agreement, (b) Vendor has all licenses and/or other authorizations necessary for it to legally perform its obligations under this Agreement, and (c) Vendor will provide all Services under this Agreement in a professional and workmanlike manner using generally accepted industry standards and practices.
4. Program Fees.
  - a. Program Fees are included within the Responder Health program fee costs and will not be charged separate to the Customer. Should the Customer terminate their relationship with Responder Health and wish to continue the Joyages program, the cost of the program will be \$5.00 per Participant per month. This same fee shall apply for any additional employees if Customer chooses to expand the Program to non-First Responder employees.
  - b. Customer represents and warrants to Vendor that it shall receive no revenue or other material consideration of any kind in connection with providing the Program to Participants, and shall not charge its employees or any third party any fees for participating in the Program. Penalties charged to Participants, or recoupment of expenses by the employer from Participants, however, will not be considered revenue or material consideration under this paragraph. Customer's breach of this representation and warranty will constitute a material breach of this Agreement.
5. Term and Termination.

- a. **Term.** The term of this Agreement shall commence on the Effective Date and end on September 30, 2022 ("**Initial Term**"). Unless terminated as provided herein, this Agreement may be renewed for additional one (1) year periods (each, a "**Renewal Term**") upon the written mutual agreement of Customer and Vendor (the Initial Term and each Renewal Term are referred to herein collectively as "**Term**").
- b. **Termination for Convenience.** Either Party may terminate this Agreement or any extension thereof and the licenses granted herein without liability except as provided herein, after thirty (30) days advance written notice to the other Party.
- c. **Termination for Change of Ownership.** Vendor may elect to terminate this Agreement immediately if the direct or indirect ownership or control of Customer that exists on the date of this Agreement changes in any material manner.
- d. **Termination for Insolvency.** Either Party may elect to terminate this Agreement immediately if the other Party ceases to conduct business in the normal course, files a petition in bankruptcy, becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, makes a general assignment for the benefit of creditors, admits in writing its inability to pay debts as they mature, suffers or permits the appointment of a receiver for substantially all of its business or assets, or avails itself of or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors' rights, or institutes any proceedings for the liquidation or winding up of the business or for the termination of its corporate charter.
- e. **Termination for Default.** Either Party may terminate this Agreement upon notice to the other Party if the other Party defaults in the performance of or compliance with any material provision of this Agreement and such default continues without cure for a period of thirty (30) days after notice.
- f. **Effect of Termination.** Expiration or termination of this Agreement or any license by either Party shall not affect, the accrued rights of the Parties arising in any way out of this Agreement as of the date of termination or limit either Party from pursuing any other remedies available to it. The Parties' rights and obligations under Sections 6, 8, 9, 10, 11, 15, and 16 shall survive termination of this Agreement.
- g. **Rights and Obligations Upon Termination.** Upon termination or expiration of this Agreement, Customer (i) shall have no further right or license to the Joyages Information; (ii) must promptly cease any and all use, distribution, display, presentation, promotion, advertisement, marketing, identification, description and sublicensing of such Joyages Information; and (iii) must promptly confirm destruction or return all Joyages Information to Vendor at Customer's expense.
- h. **Treatment of Incomplete Participant Enrollments Upon Termination.** Notwithstanding anything herein to the contrary, upon termination or expiration of this Agreement for any reason, the Parties agree that Vendor shall continue to make the Program available to Participants receiving the Program prior to the termination date of the Agreement. Any such post-termination delivery of the Program to such Participants shall be in accordance with the terms of this Agreement, and amounts due and payable hereunder by Customer as relate to such Participants shall be paid in accordance with the terms hereof. The provisions of this Agreement shall continue in effect after the effective date of termination only with respect to such Participants' enrollments and participation in the Program and only for the duration of such Participants' enrollments.

6. Confidential Information. The Parties acknowledge that in connection with this Agreement either Party may provide, and the other Party may acquire and make use of, certain Confidential Information of the disclosing Party.
- a. As used herein, "Confidential Information" shall mean confidential or proprietary data or information of either Party and its affiliates that is disclosed in oral, written, graphic, machine recognizable, sample or any other form, by one Party to the other Party and which is clearly designated or marked as confidential or proprietary or which is disclosed under such circumstances as the receiving Party should reasonably understand that the information is intended to be treated as confidential. Confidential Information includes, but is not limited to, trade secrets, patents, customer and supplier lists, product designs and pricing information, processes, formulas, business plans, consumer information, product licensing plans, production plans and protocols, systems architecture, technology, data, and methods. Confidential Information includes any information that may be derived from or developed as a result of access to all notes, reports, evaluative materials, analyses or studies regarding or relating to the Confidential Information. Notwithstanding anything to the contrary herein, the receiving Party shall have no obligation to preserve the confidentiality of any information that (i) is or becomes publicly available, by other than unauthorized disclosure by the receiving Party; (ii) is distributed to third parties by the disclosing Party without restriction; (iii) is received rightfully and without confidential limitation by the receiving Party from a third party; or (iv) is disclosed to a governmental authority lawfully demanding Confidential Information, provided that the disclosing Party promptly provides prior written notice to the other Party to the extent not prohibited by law and confidentiality is otherwise maintained by the Parties after such disclosure.
  - b. The receiving Party shall not use such Confidential Information except in connection with the performance of Services pursuant to this Agreement, or divulge the Confidential Information to any third party, unless the disclosing Party consents in writing to such use or divulgence or such disclosure is required by law. In the event either Party receives a request or demand from a third party for the disclosure of Confidential Information, the Party receiving such request or demand shall promptly (within two (2) business days after receipt of such request or demand) provide written notice to the other Party of such request or demand, including a copy of any written document of such request or demand. Upon expiration or termination of this Agreement, neither Party shall take or retain, without prior written authorization, any Confidential Information of the other Party or copies thereof in any form or medium of any kind. Notwithstanding the foregoing, the receiving Party may retain archival copies of the Confidential Information as is required to comply with applicable law, regulation, professional standard or corporate retention policy or in the event of any dispute between the parties; provided that, any such retained Confidential Information will remain subject to the terms and conditions of this Agreement notwithstanding its termination unless and until such copies are returned or destroyed in accordance with the applicable law, regulation, standard, policy or otherwise.
7. No Provision of Medical Care or Advice. Customer understands and agrees that Vendor's presentation of the Program and Curriculum is not the provision of medical care or advice to Customer, Customer's officers, directors, employees or Participants of the Program. The Program and the Curriculum are informational in scope and are not a substitute for the sound independent medical judgment of a physician or any other health care provider. Customer, Customer's officers, directors, employees or Participants of the Program and recipients of the Curriculum are instructed to consult with a physician or health care provider if Customer, or any of the other individuals identified in this section, have any questions or concerns regarding a medical condition.

8. Privacy Protection. The Parties acknowledge that, in connection with providing the Services incident to the Program, Vendor may receive and analyze health information about Participants that may constitute "protected health information" or "PHI," as those terms are defined in HIPAA. Participants may submit PHI directly to Vendor, in which event Vendor shall obtain written, HIPAA-compliant authorizations from Program Participants ("Authorizations"). Vendor covenants and agrees that: (i) it will use the PHI solely in connection with its delivery of the Services and in a manner that is consistent with the Authorizations; (ii) it will not disclose or otherwise provide access to the PHI to anyone other than its employees, agents, contractors or affiliates who need to access or use it to deliver the Services, each of whom will be bound by these restrictions and conditions; and (iii) it will take reasonable measures to prevent unauthorized access to the PHI by establishing and enforcing administrative, physical and technical safeguards.
  
9. Limitation of Liability. EXCEPT FOR VIOLATIONS RELATING TO BREACH OF CONFIDENTIALITY AND AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY, NOR ANY SUBSIDIARY, AFFILIATE, AGENT OR EMPLOYEE OF EITHER PARTY, SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. EXCEPT FOR VIOLATIONS RELATING TO BREACH OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS, AND AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY, NOR ANY SUBSIDIARY, AFFILIATE, AGENT OR EMPLOYEE OF EITHER PARTY, SHALL BE LIABLE TO THE OTHER PARTY FOR AMOUNTS IN EXCESS OF THE TOTAL AMOUNTS PAID HEREUNDER AS OF THE DATE NOTICE IS GIVEN OF A CLAIM.
  
10. Remedies. No right or remedy conferred on or reserved to Vendor or Customer by this Agreement is exclusive of any other right or remedy. Each Party acknowledges that the other Party may seek preliminary or permanent injunctive relief or declaratory relief if the other Party violates or threatens to violate any provision of this Agreement. The non-prevailing Party will pay all costs and expenses, including reasonable attorneys' fees incurred by the prevailing Party in any action or proceeding brought to enforce any provision of this Agreement or to enjoin any violation of this Agreement.
  
11. Roles and Responsibilities. Vendor and Customer acknowledge and agree the roles and responsibilities of both Vendor and Customer are as described in Schedule A attached hereto.
  
12. Independent Contractors. The Parties shall perform activities under this Agreement only as independent contractors and nothing contained herein shall be construed to be inconsistent with this relationship or status. Under no circumstances shall any personnel of either Party be considered to be an employee or agent of the other Party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other, implied or otherwise, without prior review and written agreement. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind. Each Party agrees to indemnify and hold the other harmless from any liability arising out of the failure by the other Party to withhold or pay federal and state income taxes, unemployment and social security taxes as may be applicable.
  
13. No Waiver. Neither the course of conduct between the Parties nor trade practice shall act to modify any provisions of this Agreement. No failure or delay on the part of either Party in the exercise of any right or privilege hereunder, including the right to cancel, shall operate as a waiver thereof, nor shall any single or partial exercise of such right or privilege preclude other or further exercise thereof or of any other right or privilege. No waiver of any term of this Agreement will be valid unless in writing and acknowledged in writing by both Parties.

14. Notices. Any notice or request that is required or permitted under this Agreement shall be sufficient if given in writing or by confirmed e-mail address for the Parties listed below. Notices must be given either (a) in person; (b) by e-mail; (c) sent by courier or other messenger upon confirmation of delivery by such courier or messenger service; or (d) sent by a type of first-class mail, postage prepaid, requiring a signed receipt to confirm delivery. The notice or request shall be addressed to the addressees as follows:

Vendor: ACAP Health Consulting, LLC  
12712 Park Central Drive, Suite 100, Dallas, TX 75251  
Attn: Brett Newman  
Email: bnewman@acaphealth.com

Customer: Town of Hickory Creek  
1075 Ronald Reagan  
Hickory Creek, TX 75065  
Attn: Kristi Rogers  
E-mail: Kristi.rogers@hickorycreek-tx.gov

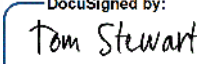
15. Governing Law. The validity, performance, and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws of the State of Texas and the federal laws of United States of America, without regard to any conflict of law rules, and both Parties shall submit to the jurisdiction of courts within the State of Texas, with venue in Dallas County (if State Court) or the U.S. District Court for the Northern District of Texas, Dallas Division (if Federal Court).
16. Assignment. Neither Party may assign, transfer or otherwise convey this Agreement or any rights granted under this Agreement except with the written consent of the other Party; provided, however, a Party may assign this Agreement to a purchaser of all or substantially all of the assets of the Party, or in the case of ACAP, a purchaser of the Program. A change of control of one of the Parties shall not be considered an "assignment" for purposes of this Section 16. Subject to such restrictions, this Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assignees of the Parties.
17. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law: (i) such unenforceability or invalidity shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said unenforceable or invalid provision had not been contained herein; and (iii) the Parties shall negotiate in good faith to replace the unenforceable or invalid provision by such as has the effect nearest to that of the provision being replaced.
18. Captions. The captions used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the Parties under this Agreement.
19. Entire Agreement. This Agreement and any Schedules attached hereto, including the Business Associate Addendum dated May 1, 2018, constitute the entire understanding between the Parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written. This Agreement or any part or provision hereof shall not be deemed waived, amended, or modified by either Party unless such waiver, amendment or modification is in writing and executed by authorized representatives of both Parties.
20. Counterpart Execution. This Agreement may be executed in multiple counterparts, including emailed or telecopied facsimile, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

21. Force Majeure. Each party will be excused from performance under the Agreement for any period to the extent that it is prevented from performing pursuant thereto, in whole or in part, as a result of delays caused by acts of God, war, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, and such non-performance will not be a default under the Agreement or a ground for its termination. Delays or failures that are excused as provided in this Section will result in automatic extensions of dates for performance for a reasonable period of time, not to exceed thirty (30) days. Economic hardship of either Party will not constitute a force majeure under this Agreement. The party whose performance is prevented by force majeure must provide notice of such force majeure to the other party as soon as is reasonably possible and must use diligent efforts to remove such causes of non-performance.

In Witness Whereof, the Parties have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.


**FOR AND ON BEHALF OF VENDOR:**

ACAP Health Consulting, LLC

DocuSigned by:  
  
By: 6865FA7830714A0...  
Name: Tom Stewart  
Title: President  
Date: 10/4/2021 | 12:35:12 PM PDT

**FOR AND ON BEHALF OF CUSTOMER:**

Town of Hickory Creek

By:   
Name: Lynn C. Clark  
Title: Mayor  
Date: 09/30/2021

## **Schedule A**

### **A.1 Vendor Responsibilities**

The following services are to be delivered by officers, agents or employees of Vendor to Customer under this Agreement:

- a. Vendor shall prepare, provide and distribute program materials for the Program consisting of student manuals, website content, automated emails and such other items as the Parties may by mutual agreement include within the scope of this provision for use by Participants. The program materials shall be considered part of the Curriculum and constitute Confidential Information of Vendor.
- b. Vendor shall provide customized content and resources for Customer to meet the needs of the First Responder employees.
- c. Vendor shall establish and maintain a website that permits Participants to register for the web-based services. The website services shall provide secure password access available only to Participants. The content of the website services shall be considered part of the Curriculum and constitute Confidential Information of Vendor.
- d. Vendor shall provide template employee communication materials prior to the Program commencement date according to the implementation timeline mutually agreed by the Parties.

### **A.2 Customer Responsibilities**

The following services are to be performed by Customer under this Agreement:

- a) Communicate Vendor's role in the participation of the Program to appropriate Customer personnel.
- b) Distribute communication materials regarding the Program, to include but not limited to, the announcement of the Program offering, and registration process.

## **SCHEDULE B**

### **Business Associate Agreement**

This Business Associate Agreement ("BAA") is entered into by and between the Town of Hickory Creek ("**Covered Entity**") and **ACAP Health Consulting, LLC** ("**Business Associate**") effective as of the Effective Date of the Agreement into which this BAA is incorporated.

WHEREAS, Covered Entity is a group health plan as defined in the administrative simplification provisions within the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules).

WHEREAS, Business Associate is a wellness solution consultant that provides consulting services to plan sponsors and group health plans on matters related to employee benefits.

WHEREAS, Business Associate has been retained by the Covered Entity and/or broker to perform a function or activity on behalf of the Covered Entity that requires that the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

#### **A. DEFINITIONS**

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and 164.

#### **B. USE AND DISCLOSURE OF PHI**

Covered Entity hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member in order to:

1. Perform or assist in performing a function or activity that involves the creation, receipt, transmission or maintenance of PHI, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans, and customer service.
2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.
3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.
4. Perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, except as otherwise limited by this BAA or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the Covered Entity.

**C. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

1. Use and Disclosure of PHI. Business Associate shall not use or further disclose PHI other than as permitted by this BAA or as required by law. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.
2. Safeguards. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this BAA, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Security Rule.

Business Associate acknowledges that the requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 applicable to such administrative, physical and technical safeguards apply to Business Associate in the same manner that such sections apply to Covered Entity. Further, Business Associate shall implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Security Rule, in accordance with 45 C.F.R. Section 164.316, which applies to Business Associate in the same manner that such section applies to Covered Entity.

3. Unauthorized Disclosures of PHI. Business Associate shall, within fifteen (15) business days of becoming aware of a disclosure of PHI in violation of this BAA by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI (including a subcontractor), report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.

This section shall also apply to any breach of unsecured PHI, as defined by the applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such breach and any other information required by the applicable regulations.

4. Security Incidents. Business Associate shall promptly report to Covered Entity any Security Incident of which it becomes aware, in accordance with the HIPAA Security Rule.
5. Agreements With Third Parties. Business Associate agrees to ensure that any agents and subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate with respect to Business Associate's relationship with Covered Entity agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information.
6. Access to Information. Within fifteen (15) business days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set and in accordance with the requirements of 45 C.F.R. Section 164.524. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall forward the request for PHI to Covered Entity within five (5) business days.
7. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.
8. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
9. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to

respond to a request by an individual made in accordance with 45 CFR Section 164.528. Business Associate shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the three (3) years prior to the date the accounting is requested for PHI maintained in an electronic health record, beginning on the applicable effective date pursuant to the American Recovery and Reinvestment Act of 2009). At a minimum, the accounting of disclosures shall include the following information:

- a. Date of disclosure,
- b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
- c. A brief description of the PHI disclosed, and
- d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall forward the request to Covered Entity within five (5) business days. Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

10. Remuneration in Exchange for PHI. Effective September 23, 2013, the effective date of the final HIPAA regulations pursuant to the American Recovery and Reinvestment Act of 2009, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI without a valid authorization permitting such remuneration, except as permitted by law.

#### **D. OBLIGATIONS OF COVERED ENTITY**

1. Covered Entity shall comply with each applicable requirement of the HIPAA Privacy, Security, Breach Notification and Enforcement Rules.
2. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR Section 164.520, and shall provide Business Associate a revised notice within fifteen (15) business days of any changes or revisions to such notice.
3. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures within fifteen (15) business days of notice from the individual of the same.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522 within fifteen (15) business days of agreeing to such restriction.

#### **E. PERMISSIBLE REQUESTS BY COVERED ENTITY**

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

#### **F. TERMINATION**

1. Term. The term of this BAA shall begin on the Effective Date and shall remain in effect until terminated under Section F(2) of this BAA.
2. Termination. This BAA shall be terminated only as follows:
  - a. Termination for Cause by Covered Entity  
This BAA may be terminated by the Covered Entity upon fifteen (15) business days' written notice to the Business Associate in the event that the Business Associate breaches any provision of this BAA and such breach is not cured within such fifteen (15) day period.
  - b. Termination for Cause by Business Associate  
This BAA may be terminated by the Business Associate upon fifteen (15) business days' written notice to the Covered Entity in the event that the Covered Entity breaches any provision of this BAA and such breach is not cured within such fifteen (15) day period.
  - c. Termination Due To Change in Law

Either party may terminate this BAA effective upon thirty (30) days' advance written notice to the other party in the event that the terminating party has sought amendment of this BAA pursuant to Paragraph G(1) and no amendment has been agreed upon.

d. **Termination Without Cause**

Either may terminate this BAA effective upon ninety (90) days' advance written notice to the other party given with or without any reason.

3. **Return or Destruction of PHI**

Upon termination of this BAA, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that the Business Associate maintains in any form. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs A, B, C and D shall survive termination of this BAA and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI for as long as Business Associate maintains such PHI.

**G. GENERAL PROVISIONS**

1. **Amendment**. This BAA may be amended only by the mutual written agreement of the parties. The parties agree to take such action to amend this BAA from time to time as is necessary for the Covered Entity or Business Associate to comply with the requirements of HIPAA.
2. **Indemnification; Limitation of Liability**. Business Associate shall release, indemnify and hold Covered Entity harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which are related to Business Associate's failure to perform its obligations under this BAA; provided, however, that Business Associate's total liability to Covered Entity shall not exceed a sum that is equal to the last twelve (12) months' of revenue received by Business Associate from Covered Entity. Covered Entity shall release, indemnify and hold Business Associate harmless from and against any claims, fees, and costs, including without limitation, reasonable attorneys' fees and costs, which are related to Covered Entity's alleged improper use or disclosure of PHI or other breach of this BAA.
3. **Remedies**. The parties acknowledge that breach of Paragraphs B, C, D or E of this BAA may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either party has actual notice of an intended breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this BAA. The parties agree the election of the party to seek injunctive relief and or specific performance of this BAA does not foreclose or have any effect on any right such party may have to recover damages.
4. **Survival**. The respective rights and obligations of Business Associate and Covered Entity shall survive termination of this BAA according to the terms hereof.
5. **Governing Law**. This BAA shall be construed and enforced in accordance with the laws of the State of Texas.
6. **Assigns**. Neither Party may assign, transfer or otherwise convey this BAA or any of the rights granted under this BAA except with the written consent of the other Party; provided, however, a Party may assign this BAA to a purchaser of all or substantially all of the assets of the Party, or in the case of Business Associate, a purchase of the Program. A change of control of one of the Parties shall not constitute an "assignment" for purposes of this Section 6. Subject to such restrictions, this BAA shall be binding upon, and inure to the benefit of, the successors in interest and permitted assignees of the Parties.
7. **Third Party Beneficiaries**. Nothing in this BAA shall be deemed to create any rights or remedies in any third party.
8. **Interpretation**. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA.

9. Notices. Any notice given under this BAA must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.

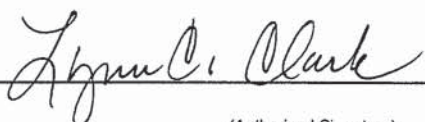
IN WITNESS WHEREOF, the undersigned have executed this BAA.

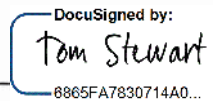
"COVERED ENTITY"

"BUSINESS ASSOCIATE"

TOWN OF HICKORY CREEK

ACAP HEALTH CONSULTING, LLC

By:   
(Authorized Signature)

By:   
6865FA7830714A0...  
(Authorized Signature)

Lynn C. Clark

Tom Stewart

(Print Name)

(Print Name)

Mayor

President

Date: September 30, 2021  
(Title)

Date: 10/4/2021 | 12:35:12 PM PDT  
(Title)

## Exhibit C

### **Armor Up America Consulting Agreement**

THIS AGREEMENT is entered into as of July 22, 2021, by and between the Town of Hickory Creek, a municipal corporation located in Texas, hereinafter referred to as "CLIENT," and Armor Up America, a limited liability company incorporated in West Virginia, hereinafter referred to as "CONSULTANT." WITNESSETH:

In consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

#### **1. Services**

The CONSULTANT shall perform the scope of services set out in Exhibit "A" and is incorporated herein as though fully set out, with such document hereinafter referred to as "the Services."

**2. Compensation and Reimbursement** CLIENT shall pay CONSULTANT a fee of four dollars and no cents (\$4.00) per individual first responder per month who is employed by the CLIENT and is covered under the scope of this agreement during the Initial Term for the Services as specified in Exhibit "A."

2.1. CONSULTANT shall submit invoices monthly, as the work progresses. CLIENT shall then pay the CONSULTANT the total amount of the statement which is validly due within thirty (30) days, with the final monthly installment being paid upon satisfactory completion of the services. All payments made under this Agreement shall be made from currently available funds. CLIENT may elect to make one upfront payment for a full year of services if this is preferable to monthly payments.

2.2. CONSULTANT must give written notice that the Services have been completed or substantially completed, and CLIENT shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, CLIENT upon the receipt of invoice shall pay CONSULTANT within thirty (30) days the balance due CONSULTANT under the terms of this Agreement.

2.3. In the event CLIENT should request additional services not set forth in Exhibit "A," CONSULTANT and CLIENT shall agree on the compensation for those services prior to performance by CONSULTANT. Performance of these additional services may be within or without the term of the contract set forth in Section 5 of this Agreement. Under no circumstances will CONSULTANT perform additional services without prior written authorization from CLIENT.

### 3. Confidential Relationship and Media Coverage

3.1. CLIENT may from time to time communicate to CONSULTANT certain information to enable CONSULTANT to effectively perform the Services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CLIENT. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of CONSULTANT without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

3.2. CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CLIENT.

3.3. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

3.4. CONSULTANT will not provide any public statements, press releases, articles, writings or materials to the any media outlet, including but not limited to, newspapers, social media, websites, blogs, magazines, or TV stations, which refers to the CLIENT, or any of the services provided by CONSULTANT to CLIENT, under this Agreement without the prior written authorization of the CLIENT. Requests for prior written approval of such releases, public statements, articles, writings or materials shall be directed to the CLIENT's Director of Corporate Communications. This provision is intended to survive the expiration or termination of the Agreement.

### 4. Privacy Protection

The parties acknowledge that, in connection with providing the Services, CONSULTANT may receive and analyze health information about CLIENT'S employees, their partners or spouses ("Participants") that may constitute "protected health information" or "PHI," as those terms are defined in HIPAA. Participants may submit PHI directly to CONSULTANT, in which event CONSULTANT shall obtain written, HIPAA-compliant authorizations from Participants ("Authorizations"). CONSULTANT covenants and agrees that: (i) it will use the PHI solely in connection with its delivery of the Services and in a manner that is consistent with the Authorizations; (ii) it will not disclose or otherwise provide access to the PHI to anyone other than its employees, agents, contractors, or affiliates who need to access or use it to deliver the Services, each of whom will be bound by these restrictions and conditions; and (iii) it will take reasonable measures to prevent unauthorized access to the PHI by establishing and enforcing administrative, physical and technical safeguards.

#### 4. Proprietary Rights

4.1 The work product of the Services, and any writings, discoveries, inventions, and innovations or data resulting from the Services, shall, upon written request of the CLIENT, be promptly communicated to, and be the property of CLIENT; provided that, any such information subject to applicable confidentiality laws shall be treated in accordance therewith. Nothing in this section shall be construed to require the CONSULTANT to provide personally identifiable information about any individual.

4.2 As instruments of service, all documents, including original drawings, estimates, and notes shall be available for use by CONSULTANT named herein.

#### 5. Term

5.1 This Agreement shall commence on October 1, 2021 and terminate on September 30, 2022 (the "Initial Term"). The CLIENT may terminate this Agreement upon thirty (30) days written notice to the CONSULTANT. In the event this Agreement terminates prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the effective termination date including reimbursable expenses then due. This payment shall be the CLIENT's sole obligation to the CONSULTANT. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CLIENT any and all equipment, documents, or materials, and all copies made thereof, which CONSULTANT received from, and/or developed for CLIENT for the purposes of this Agreement.

5.2 Upon the expiration of the Initial Term or the expiration of the immediately preceding renewal term (hereinafter defined), CLIENT and CONSULTANT may mutually agree in writing to extend this Agreement for two additional periods of twelve (12) months each (collectively, the "Renewal Terms"). All Renewal Terms shall be subject to all of the same terms and conditions of this Agreement and shall be subject to the annual appropriation of funds by the CLIENT.

#### 6. Right to Audit

The CLIENT, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by CONSULTANT with respect to the Services. If such audit shall disclose overpayment by CLIENT to CONSULTANT, written notice of such overpayment shall be provided to CONSULTANT and the amount of overpayment shall be promptly reimbursed by CONSULTANT to the CLIENT. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

## 7. Insurance

CONSULTANT at their own expense shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the CONSULTANT, their agents, representatives, employees, or subcontractors. Said insurance shall be in type(s) and minimum(s) listed below:

### A. Workers' Compensation and Employers' Liability

Workers' Compensation Insurance with statutory limits as required by the Labor Code of the CLIENT's Governing State.

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the CLIENT's governing Labor Code and shall apply to all employees of the contractor providing services under the proposed contract. Sole Proprietors may request a waiver of this requirement if they have no employees. If services under this contract will not be performed on CLIENT property, the CONSULTANT may submit a written request for exemption from this requirement.

### B. Professional Liability

Professional Liability Insurance for the rendering of or failure to render professional services with minimum limit of \$1,000,000 per occurrence. Aggregate Policy minimum limit is \$1,000,000. A "claims made" policy is acceptable coverage which must be maintained during the course of the project and up to three (3) years after completion and acceptance of the project by the CLIENT. Coverage including any renewals shall have the same retroactive date that is applicable to the policy.

## 8. General Provisions for all Insurance Coverage

- Scope

These provisions apply to all contracted CONSULTANTS unless specifically exempted in the proposed contract. Coverage shall state that the CONSULTANT's insurance shall apply separately to each insured against whose claim is made, or suit is brought, except to the limits of the insured's liability.

- Coverage Application

CONSULTANT's insurance must be primary as respect to the CLIENT, its officers, employees, elected officials, appointees, and volunteers and noncontributory with any other insurance, including self-insurance, maintained by the CLIENT for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the CLIENT.

- Deductibles and self-insured retentions

Any deductibles or self-insured retentions must be disclosed to the CLIENT. The CLIENT reserves the right to review the insurance obtained by the CONSULTANT, in comparison to the requirements specified in this section.

- Coverage continuation and cancellation

In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the contract, the CONSULTANT shall furnish the CLIENT proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the term of the proposed contract, or failure to provide proof of coverage at any time during the term of the contract, may result in cessation of work and/or termination of the contract.

- Subrogation

CONSULTANT must waive all rights of subrogation against the CLIENT for bodily injury (including death), property damage, or any other loss arising from work performed by the CONSULTANT for the CLIENT.

- Responsibility

Approval, disapproval, or failure to act by the CLIENT regarding any insurance supplied by the CONSULTANT or its subcontractors shall not relieve the CONSULTANT of full responsibility or liability for damages and accidents as set forth in the contract documents.

- Payment of Premiums

Companies issuing insurance policies shall have no recourse against the CLIENT for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the CONSULTANT.

- Proof of Insurance

The CLIENT reserves the right to request proof of insurance at any time.

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9. Notices

All notices and billings shall be in writing and sent to the following addresses:

To CLIENT:

Town of Hickory Creek

BILLING CONTACT:

Kristi Rogers  
Town Secretary

To CONSULTANT:

Armor Up America  
1107 9th Street, Suite 880  
Sacramento, CA 95814  
916-862-0941

10. Non-Discrimination

CONSULTANT will not discriminate against any Participant because of race, color, sex, national origin, religion, age, handicap, or veteran status. CONSULTANT will, where appropriate or required, take affirmative action to ensure that Participants are treated without regard to their race, color, sex, or national origin, gender identity, sexual orientation, religion, age, handicap, or veteran status. CONSULTANT will cooperate with the CLIENT in using CONSULTANT's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

11. Hold Harmless

CONSULTANT agrees to indemnify and hold harmless the CLIENT, its officers, agents, and employees from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom CONSULTANT is legally liable.

## 12. Assignment

CONSULTANT shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the CLIENT.

12.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement or completion of the Services, as the case may be.

12.2 CONSULTANT shall perform the Services as an independent contractor and shall not be considered an employee of CLIENT for any purpose whatsoever, including, but not limited to, entitlement to CLIENT employee benefits. CONSULTANT hereby expressly waives any claim or entitlement to such benefits.

12.3 In the conduct of the services contemplated hereunder, the CONSULTANT shall comply with applicable state, federal, and local law, rules, and regulations.

12.4 CONSULTANT shall not export, directly or indirectly, any technical data acquired from under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

12.5 The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

12.6 If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

12.7 This Agreement shall be governed by the laws of the California. Venue of any action arising from this Agreement shall be in Sacramento, California.

12.8 This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.


12.9 The above shall constitute the entire understanding between CONSULTANT and CLIENT respecting the Services described herein. The terms and conditions of the purchase order shall have no effect upon this Agreement and shall be used for accounting purposes only.

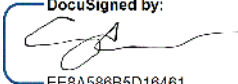
12.10 Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

TOWN OF HICKORY CREEK

CONSULTANT

By:   
Lynn C. Clark, Mayor

DocuSigned by:  
  
EE8A588B5D18461...  
By: Samantha Corbin, ED, Armor Up America

## **EXHIBIT A SCOPE OF SERVICES**

### **First Responder Health and Wellbeing**

Armor Up America, LLC. is proud to offer the Town of Hickory Creek the following scope of services for their First Responder employees and dependents. This Scope of Services includes support for the following benefit plans and programs:

#### **I. Safe Call Now Services**

- A. Access to a 24/7 crisis hotline that is manned by First Responders
- B. Information regarding and access to fully vetted mental health and substance abuse facilities nationwide
- C. Access to clear and consistent rates for mental health and substance abuse facilities nationwide, as negotiated through partners
- D. Emotional Body Armor training for all First Responders

#### **II. Peer Support Program Guidance and Support**

- A. Evaluate the current Peer Support program
- B. Provide best practices and SOP's (as requested) for the current Peer Support program
- C. Provide onsite training (as requested)
- D. Coordination and promotion of Safe Call Now and other support services tailored for first responders and their families
- E. Access to Serve and Protect telephonic counseling (unlimited visits at no cost)

**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2021-11-\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY AMENDING AN EXISTING DESIGNATION ON CERTAIN TRACTS OF LAND DESCRIBED AS AN APPROXIMATELY .49 ACRES BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN FROM ITS CURRENT ZONING OF C-1 COMMERCIAL DISTRICT TO TH-1 TOWNHOUSE DISTRICT; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE TH-1 TOWNHOME ZONING DISTRICT DESIGNATION FOR THE SUBJECT PROPERTY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR REZONING; PROVIDING FOR APPLICABLE REGULATIONS; PROVIDING FOR ZONING MAP; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the owner/representative of a .49 acres of land described on Exhibit "A" attached hereto and incorporated herein (the "Property"), has applied for a zoning change from its current zoning of C-1 Commercial District to TH-1 Townhome District; and

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

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

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

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

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

**SECTION 1**  
**INCORPORATION OF PREMISES**

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

**SECTION 2**  
**FINDINGS**

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

**SECTION 3**  
**REZONING**

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

The zoning of the Property is hereby changed from its current zoning of C-1 Commercial District to TH-1 Townhome District for use in accordance with the requirements of this Ordinance and all other applicable ordinances, rules, and regulations of the Town.

#### **SECTION 4** **APPLICABLE REGULATIONS**

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

#### **SECTION 5** **ZONING MAP**

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

#### **SECTION 6** **CUMULATIVE**

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

#### **SECTION 7** **SAVINGS**

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

#### **SECTION 8** **SEVERABILITY**

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

**SECTION 9**  
**PENALTY**

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

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

**SECTION 10**  
**PUBLICATION**

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

**SECTION 11**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 12**  
**EFFECTIVE DATE**

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this 15<sup>th</sup> day of November, 2021.

---

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A  
Legal Description

BEING all that certain lot, tract, or parcel of land, situated in the J. W. Simmons Survey, Abstract Number 1163, Town of Hickory Creek, Denton County, Texas, and being all of Lot 5, Ventana Addition, Phase II, an addition to the Town of Hickory Creek, according to the plat thereof, recorded in Cabinet S, Page 269, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found, stamped "ALLIANCE", at the northwest corner of said Lot 5, being the southwest corner of a certain 60-foot right-of-way (ROW) dedication, as recorded in said plat of Ventana Addition, being in the south line of Northfield Drive, and being in the east line of Lot 17, Glenview, an addition to the Town of Hickory Creek, according to the plat thereof, recorded in Cabinet R, Page 225, Plat Records, Denton County, Texas, from which a 1/2" rebar found at the northeast corner thereof, bears N 00°58'41" W, 122.61 feet;

THENCE N 89°48'38" E, with the north line of said Lot 5, and the south line of Northfield drive, a distance of 156.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE northeasterly, with the north line of said Lot 5, and the south line of Northfield drive, with the arc of a curve to the left, having a radius of 280.00 feet, a central angle of 3°17'50", and an arc length of 16.11 feet, whose chord bears N 88°09'42" E, 16.11 feet to a 1/2" capped rebar found, stamped "G&A" at the northeast corner of said Lot 5, same being the northwest corner of Lot 5, of said Ventana Addition, and being in the south line of Northfield drive;

THENCE S 03°28'46" E, with the east line of said Lot 5, and the west line of said Lot 6, a distance of 123.27 feet to a 1/2" rebar found at the southeast corner of said Lot 5, same being the southwest corner of said Lot 6, and being in the north line of Lot 1, Block A, The Mansions at Hickory Creek, an addition to the Town of Hickory Creek, according to the plat thereof, recorded in Document Number 2012-244, Plat Records, Denton County, Texas;

THENCE S 89°48'38" W, with the south line of said Lot 5, and the north line of said Lot 1 a distance of 177.50 feet to a 1/2" rebar found at the southwest corner of said Lot 5, same being the northwest corner of said Lot 1, and being in the east line of Lot 16, of said Glenview Addition;

THENCE N 00°58'41" W, with the west line of said Lot 5, and the east line of said Lot 16, passing the northeast corner thereof, same being the southeast corner of said Lot 17, continuing a total distance of 122.61 feet to the POINT OF BEGINNING and containing approximately 0.492 acres.

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2021-1115-\_\_**

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

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

**WHEREAS**, the Town Council has been presented with a proposed Reserve at Hickory Creek Development Agreement (residential development) from Reserve at Hickory Creek, LLC. hereinafter the “Agreement”; and

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

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

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 15<sup>th</sup> day of November, 2021.

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

## **NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT**

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the Town Council of the Town of Hickory Creek, Texas (the "Town"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by Reserve at Hickory Creek, LLC (the "Petitioner"), requesting that the Town create the Reserve at Hickory Creek Public Improvement District (the "District") to include property owned by the Petitioner located in the extraterritorial jurisdiction of the Town.

**Time and Place of Public Hearing.** The public hearing will start at or after 6:00 P.M. on August 23, 2021 in the regular meeting place of the Town Council in the Council Chamber in the Town Hall located at 1075 Ronald Reagan Avenue, Hickory Creek, TX 75065.

**General Nature of the Proposed Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the "Act") that are necessary for the development of the property within the District, which will include: (a) acquisition, construction, and improvement of: (i) sidewalks, streets, other roadways, and their rights-of-way and noise barriers; (ii) water, wastewater, and drainage facilities and improvements; (iii) parks, trails, and recreational facilities; and (iv) projects similar to those listed above authorized by the Act; (b) acquisition, by purchase or otherwise, of real property, interests in real property, or contract rights in connection with each authorized improvement; (c) payment of costs, including, without limitation, engineering, permitting, and inspection, associated with developing and financing the public improvements listed in subparagraphs (a) and (b) above; (d) payment of costs associated with operating and maintaining the improvements listed in subparagraphs (a) and (b) above; and (e) payment of expenses incurred in the establishment, administration, and operation of the District as well as the costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in subparagraphs (a) through (d) above (the "Authorized Improvements").

**Estimated Cost of the Authorized Improvements.** The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$22,000,000.

**Proposed District Boundaries.** The District is proposed to include approximately 19 acres of land described by a metes and bounds description attached hereto.

**Proposed Method of Assessment.** The Town shall levy an assessment on each parcel within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

**Proposed Apportionment of Cost between the District and Town.** The Town will not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

### **METES AND BOUNDS DESCRIPTION OF THE DISTRICT**

BEING AN 18.786 ACRE TRACT OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND CONVEYED TO CTMGT TURBEVILLE, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN INSTRUMENT NO. 2011-121574, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID CTMGT TURBEVILLE, LLC TRACT, SAID CORNER BEING AT THE NORTHWEST CORNER OF LOT 33, BLOCK B, ENCLAVE OF HICKORY CREEK ADDITION, A PLATTED ADDITION TO THE CITY OF HICKORY CREEK, TEXAS, AS RECORDED IN DOC. NO. 2013-198, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S00°46'56"E, A DISTANCE OF 1253.90' TRAVERSING THE COMMON LINE OF SAID CTMGT TURBEVILLE, LLC TRACT WITH THE WEST LINE OF SAID LOT 33, BLOCK B TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF TURBEVILLE ROAD (VARIABLE WIDTH R.O.W);

THENCE S89°41'33"W, A DISTANCE OF 651.30' TRAVERSING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 1255.36' DEPARTING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) AND TRAVERSING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N89°49'08"E, A DISTANCE OF 653.25' TRAVERSING THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT BACK TO THE PLACE OF BEGINNING AND CONTAINING 18.786 ACRES (818,321 SQ.FT.) OF LAND.

**CERTIFICATE FOR RESOLUTION**

THE STATE OF TEXAS  
DENTON COUNTY  
TOWN OF HICKORY CREEK

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

1. The Council convened in a regular meeting on November 15, 2021, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Council, to wit:

Lynn Clark; Mayor	Paul Kenney; Mayor Pro Tem
Randy Gibbons; Councilmember Place 1	Richard DuPree; Councilmember Place 2
Chris Gordon; Councilmember Place 3	Ian Theodore; Councilmember Place 5

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

A RESOLUTION REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

was duly introduced for the consideration of said Council. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried, with all members of said Council shown present above voting "Aye," except as noted below:

NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

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

3. The Town Council has approved and hereby approves the Resolution; and the Mayor and Town Secretary hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED ON NOVEMBER 15, 2021.

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Kristi Rogers  
Town Secretary

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Lynn Clark  
Mayor

(TOWN SEAL)

A RESOLUTION REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

WHEREAS, the Town of Hickory Creek, Texas (the **Town**) is authorized by Chapter 372, Texas Local Government Code, as amended (the **Act**) to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district;

WHEREAS, there was submitted to and filed with the Town Secretary of the Town pursuant to the Act that certain "Petition for Creation of a Public Improvement District" (the **Petition**) requesting the establishment of a public improvement district with the boundaries as described in the Petition and Exhibit B attached hereto and to be known as the "Reserve at Hickory Creek Public Improvement District" (the **District**);

WHEREAS, the Town Council of the Town (the **Town Council**) received the Petition and determined that it satisfied the requirements of the Act;

WHEREAS, after providing the notices required by the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the **Open Meetings Act**), the Town Council convened the public hearing to determine the advisability of creating and establishing the District and undertaking the public improvement projects described in the Petition;

WHEREAS, such public meeting was convened on August 23, 2021 and continued to September 13, 2021 and continued to October 4, 2021 and continued to November 15, 2021 and all owners of property located within the District and all other interested persons were given the opportunity at such public hearings to speak for or against the creation of the District and the proposed public improvements;

WHEREAS, the Town Council has made findings based on the information contained in the petition presented to the Town Council and the comments received at the public hearing. Now, therefore,

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

**Section 1.** The Town Council hereby approves the statements contained in the preamble of this Resolution and finds that all statements are true and correct and incorporate the same in the body of this Resolution.

**Section 2.** The Town Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and determines that:

- (a) the Petition was filed with the Town Secretary and was signed by owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current appraisal roll of the appraisal district in which the property is located, and by the record owners of real property liable for assessment under the proposal who own taxable real property that constitutes more than 50 percent of the area of all real property that is liable for assessment under the proposal;
- (b) the proposed public improvements described in the Petition are of the nature of the public improvements described in Section 372.003 of the Act and are advisable and desirable improvements for the District;

- (c) the proposed public improvements will promote the interests of the Town and are of the nature that will confer a special benefit on all property within the District by enhancing the value of such property located within the District;
- (d) the nature of the proposed improvements and estimated costs thereof are set forth and described in Exhibit A attached hereto and made a part hereof for all purposes;
- (e) the boundaries of the District include all of the property that is set forth and described in Exhibit B attached hereto and made a part hereof for all purposes;
- (f) the assessment of costs of the proposed public improvements will be levied on each parcel of property within the Public Improvement District in a manner that results in imposing equal shares of the costs on property similarly benefitted;
- (g) the costs of the proposed public improvements shall be paid by assessment of the property within the District. The Town will pay none of the costs of the proposed public improvements. Any remaining costs of the proposed public improvements will be paid from sources other than assessment of the property within the District, as further described in Exhibit A;
- (h) the management of the District will be by the Town with the assistance of a third-party administrator hired by the Town and paid as part of the annual administrative cost of the District; and
- (i) the District shall be managed without the creation of an advisory body.

**Section 3.** Based on the foregoing, Reserve at Hickory Creek Public Improvement District is hereby created and the public improvements described in Exhibit A are authorized to be made in accordance with the service and assessment plan to be approved by the Town Council.

**Section 4.** Within seven days after adoption of this resolution, the Town Secretary shall file a copy of this resolution with the Denton County Clerk.

**Section 5.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the Town Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 6.** The authorization of the District pursuant to this resolution shall take effect upon publication of this resolution as provided above.

SIGNED AND SEALED ON NOVEMBER 15, 2021.

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Kristi Rogers  
Town Secretary

---

Lynn Clark  
Mayor

(TOWN SEAL)

## EXHIBIT A

### Proposed Improvements and Estimated Costs

**General Nature of the Proposed Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the "Act") that are necessary for the development of the property within the District, which will include: (a) acquisition, construction, and improvement of: (i) sidewalks, streets, other roadways, and their rights-of-way and noise barriers; (ii) water, wastewater, and drainage facilities and improvements; (iii) parks, trails, and recreational facilities; and (iv) projects similar to those listed above authorized by the Act; (b) acquisition, by purchase or otherwise, of real property, interests in real property, or contract rights in connection with each authorized improvement; (c) payment of costs, including, without limitation, engineering, permitting, and inspection, associated with developing and financing the public improvements listed in subparagraphs (a) and (b) above; (d) payment of costs associated with operating and maintaining the improvements listed in subparagraphs (a) and (b) above; and (e) payment of expenses incurred in the establishment, administration, and operation of the District as well as the costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in subparagraphs (a) through (d) above (the "Authorized Improvements").

**Estimated Cost of the Authorized Improvements.** The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$22,000,000.

**Proposed District Boundaries.** The District is proposed to include approximately 19 acres of land described by a metes and bounds description attached hereto.

**Proposed Method of Assessment.** The Town shall levy an assessment on each parcel within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

**Proposed Apportionment of Cost between the District and Town.** The Town will not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

## EXHIBIT B

### METES AND BOUNDS DESCRIPTION OF PID BOUNDARY

BEING AN 18.786 ACRE TRACT OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND CONVEYED TO CTMGT TURBEVILLE, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN INSTRUMENT NO. 2011-121574, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID CTMGT TURBEVILLE, LLC TRACT, SAID CORNER BEING AT THE NORTHWEST CORNER OF LOT 33, BLOCK B, ENCLAVE OF HICKORY CREEK ADDITION, A PLATTED ADDITION TO THE CITY OF HICKORY CREEK, TEXAS, AS RECORDED IN DOC. NO. 2013-198, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S00°46'56"E, A DISTANCE OF 1253.90' TRAVERSING THE COMMON LINE OF SAID CTMGT TURBEVILLE, LLC TRACT WITH THE WEST LINE OF SAID LOT 33, BLOCK B TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF TURBEVILLE ROAD (VARIABLE WIDTH R.O.W);

THENCE S89°41'33"W, A DISTANCE OF 651.30' TRAVERSING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 1255.36' DEPARTING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) AND TRAVERSING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N89°49'08"E, A DISTANCE OF 653.25' TRAVERSING THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT BACK TO THE PLACE OF BEGINNING AND CONTAINING 18.786 ACRES (818,321 SQ.FT.) OF LAND.

**NOTICE OF PUBLIC HEARING OF THE  
TOWN COUNCIL OF THE  
TOWN OF HICKORY CREEK, TEXAS**

Notice is hereby given that the Town of Hickory Creek Town Council will hold a public hearing on August 23, 2021 at 6:00 p.m. in the Council Chambers of the Town Hall Building located at 1075 Ronald Reagan Avenue, Hickory Creek, Texas to receive public input regarding the following:

The voluntary annexation of a 18.786 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, Denton County, Texas and being part of that tract of land conveyed to CTMGT Turbeville, LLC by Special Warranty Deed, as recorded in Instrument 2011-121574, official public record, Denton County, Texas. and being more particularly described by metes and bounds as follows:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID CTMGT TURBEVILLE, LLC TRACT, SAID CORNER BEING AT THE NORTHWEST CORNER OF LOT 33, BLOCK B, ENCLAVE OF HICKORY CREEK ADDITION, A PLATTED ADDITION TO THE CITY OF HICKORY CREEK, TEXAS, AS RECORDED IN DOC. NO. 2013-198, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S00°46'56"E, A DISTANCE OF 1253.90' TRAVERSING THE COMMON LINE OF SAID CTMGT TURBEVILLE, LLC TRACT WITH THE WEST LINE OF SAID LOT 33, BLOCK B TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF TURBEVILLE ROAD (VARIABLE WIDTH R.O.W);

THENCE S89°41'33"W, A DISTANCE OF 651.30' TRAVERSING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 1255.36' DEPARTING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) AND TRAVERSING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N89°49'08"E, A DISTANCE OF 653.25' TRAVERSING THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT BACK TO THE PLACE OF BEGINNING AND CONTAINING 18.786 ACRES (818,321 SQ.FT.) OF LAND.

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2021-11-\_\_\_\_\_**

**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 18.786 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 15<sup>th</sup> day of November, 2021.

---

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

ATTEST:

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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 AN 18.786 ACRE TRACT OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND CONVEYED TO CTMGT TURBEVILLE, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN INSTRUMENT NO. 2011-121574, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID CTMGT TURBEVILLE, LLC TRACT, SAID CORNER BEING AT THE NORTHWEST CORNER OF LOT 33, BLOCK B, ENCLAVE OF HICKORY CREEK ADDITION, A PLATTED ADDITION TO THE CITY OF HICKORY CREEK, TEXAS, AS RECORDED IN DOC. NO. 2013-198, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S00°46'56"E, A DISTANCE OF 1253.90' TRAVERSING THE COMMON LINE OF SAID CTMGT TURBEVILLE, LLC TRACT WITH THE WEST LINE OF SAID LOT 33, BLOCK B TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF TURBEVILLE ROAD (VARIABLE WIDTH R.O.W);

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THENCE N89°49'08"E, A DISTANCE OF 653.25' TRAVERSING THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT BACK TO THE PLACE OF BEGINNING AND CONTAINING 18.786 ACRES (818,321 SQ.FT.) OF LAND.

## **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 WRITTEN SERVICES AGREEMENT BETWEEN  
THE TOWN OF HICKORY CREEK, TEXAS AND OWNER**

This Municipal Written services Agreement ("Agreement") is entered into on \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the Town of Hickory Creek, Texas a Type A General Law municipality of the State of Texas, ("Town") and Reserve at Hickory Creek, LLC. ("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 35.580 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 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.

**TOWN OF HICKORY CREEK**

By: \_\_\_\_\_  
Lynn C. Clark, Mayor

**RESERVE AT HICKORY CREEK, LLC.**

By: MSC AM LLC, a Texas limited liability company, its sole Manager

By: MARKETSPACE CAPITAL, LLC, a Texas limited liability company its sole manager.

By: \_\_\_\_\_  
Sohail Hassan, Manager

By: \_\_\_\_\_  
David Rodarte, Manager

**STATE OF TEXAS**       §  
                                      §  
**COUNTY OF HARRIS**   §

On this day personally appeared before me, Sohail Hassan, Manager of Marketspace Capital, LLC. a Texas limited liability company, in its capacity as sole Manger of MSC AM LLC, a Texas limited liability company, in its capacity as sole Manger of Reserve at Hickory Creek, LLC, a limited liability company, on behalf of said limited liability company, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS**       §  
                                      §  
**COUNTY OF HARRIS**   §

On this day personally appeared before me, David Rodarte, Manager of Marketspace Capital, LLC. a Texas limited liability company, in its capacity as sole Manager of MSC AM LLC,

a Texas limited liability company, in its capacity as sole Manager of Reserve at Hickory Creek, LLC, a limited liability company, on behalf of said limited liability company, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Notary Public, State of Texas

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Notary Public, State of Texas

**EXHIBIT A**  
**LEGAL DESCRIPTION**

BEING AN 18.786 ACRE TRACT OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND CONVEYED TO CTMGT TURBEVILLE, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN INSTRUMENT NO. 2011-121574, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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## **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.

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 Properties 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.<sup>7</sup>.
- 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.



November 8, 2021  
AVO 37638.200

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

**RE: Lennon Creek Final Plat  
3<sup>rd</sup> Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek approved a Final Plat for Lennon Creek in March 2021. A revised plat was received November 4, 2021. The surveyor is Herbert S. Beasley Land Surveyors, L.P. The engineer is Welch Engineering, Inc. The owner is Trendmaker Homes DFW, LLC.

**Below is a summary of changes made to the previously approved Final Plat. Halff has reviewed the Final Plat and recommends approval pending resolution of item number 4 below.**

1. Minimum finished floor elevations were added to lots adjacent to the detention ponds and to the lots on the eastern edge of the property adjacent to the 100-year flood plain.
2. The 20-foot wide Drainage Easement located in Block B Lot 2X in the southeastern corner was changed to a Public Utility Easement.
3. The street formerly named "La Verna Lane" was renamed "Laverna Lane."
4. The proposed offsite easements located on the remainder tract adjacent to the northern boundary were removed. These were noted in the previous Final Plat as "by Separate Documents." **If any of these easements adjacent to this Final Plat have been recorded by separate documents, they should be depicted on this Final Plat as existing easements.**

Sincerely,

**HALFF ASSOCIATES, INC.**  
TBPELS Engineering Firm No. 312

A handwritten signature in blue ink, appearing to read "Lee Williams", with a stylized flourish at the end.

Lee Williams, PE  
Town Engineer for the Town of Hickory Creek

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





November 9, 2021  
AVO 37638.200

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

**RE: Lennon Creek – Site Plan  
1<sup>st</sup> Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek approved a Preliminary Plat, Final Plat, and Construction Plans for Lennon Creek in June 2020, March 2021, and July 2021 respectively. A Site Plan was submitted for review November 4, 2021. The surveyor is Texas Geospatial. The engineer is Welch Engineering, Inc. The owner is Lennon II Family Partnership c/o Carter & Company.

**Halff recommends approval of the Site Plan.** The submitted Site Plan matches the proposed improvements and plat previously reviewed and approved.

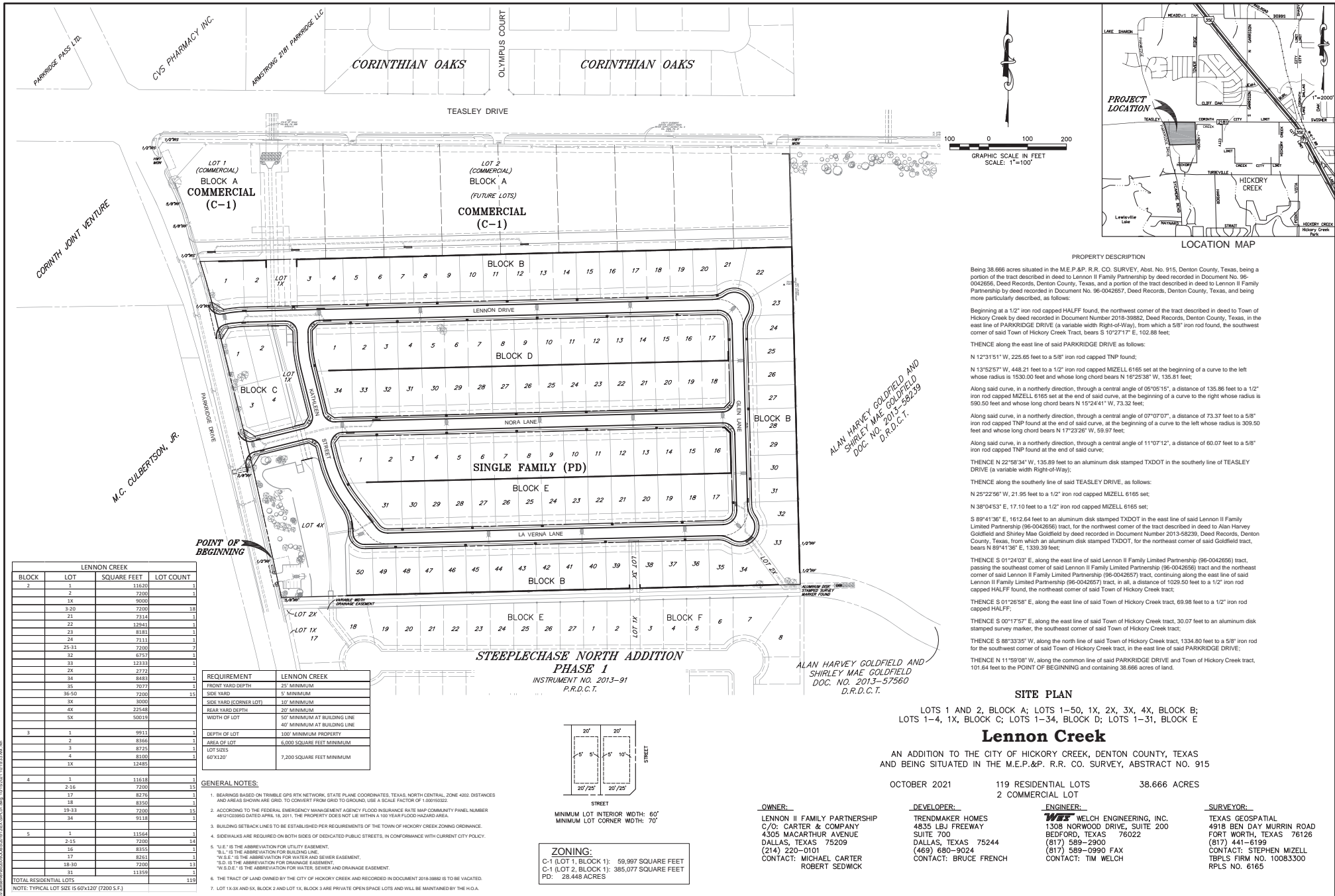
Sincerely,

**HALFF ASSOCIATES, INC.**  
TBPELS Engineering Firm No. 312

A handwritten signature in blue ink, appearing to read "Lee T. Williams", is written over a faint, light blue circular stamp.

Lee Williams, PE  
Town Engineer for the Town of Hickory Creek

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





July 19, 2021  
AVO 37638.200

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

**RE: Lennon Creek Landscape Plans  
2<sup>nd</sup> Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received Landscape Plans for review for Lennon Creek on July 12, 2021. A revised set was received July 19, 2021. The Landscape Architect is Cody Johnson Studio.

**Halff has reviewed the Construction Plans and recommends approval. The following are the review comments for this submittal.**

1. Please check the right-of-way (ROW) lines at the intersections of Lennon Drive and Nora Lane with Parkridge Drive. The corner clips for visibility at those intersections should be 25 feet each direction, which was approved in the Final Plat. This will affect the proposed stone sign at Lennon Drive. This sign will need to be moved to be outside the corrected ROW line.  
*2<sup>nd</sup> Review: Addressed.*
2. No trees are shown along the hike and bike trail, but the owner reached an agreement with the Town to plant trees. Please confirm this and adjust the plan accordingly.  
*2<sup>nd</sup> Review: Addressed.*

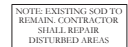
Sincerely,

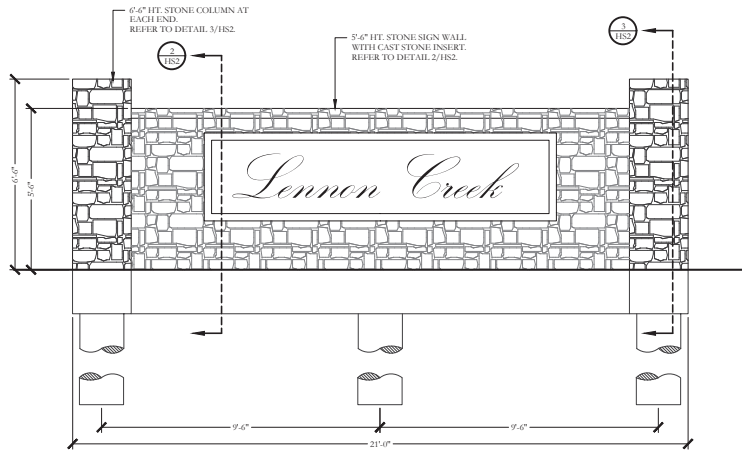
**HALFF ASSOCIATES, INC.**  
TBPELS Engineering Firm No. 312

A handwritten signature in blue ink, appearing to read "Lee Williams", with a stylized flourish at the end.

Lee Williams, PE  
Town Engineer for the Town of Hickory Creek

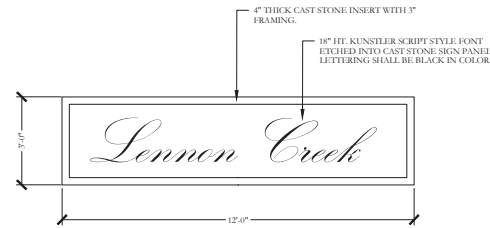
C: Kristi Rogers – Town Secretary  
John Smith – Town Administrator  
Jeffrey McSpedden – Public Works Director





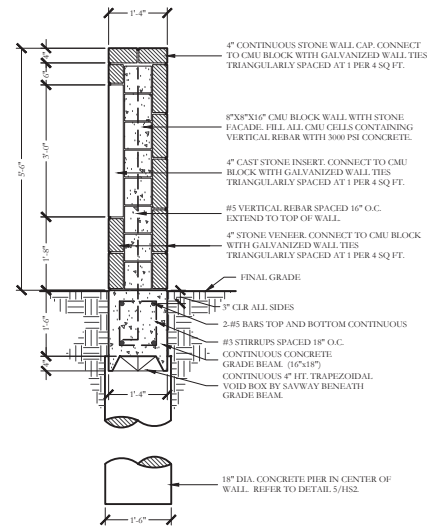
1 STONE SIGN WALL AND COLUMNS  
ELEVATION

SCALE: 1/2" = 1'-0"



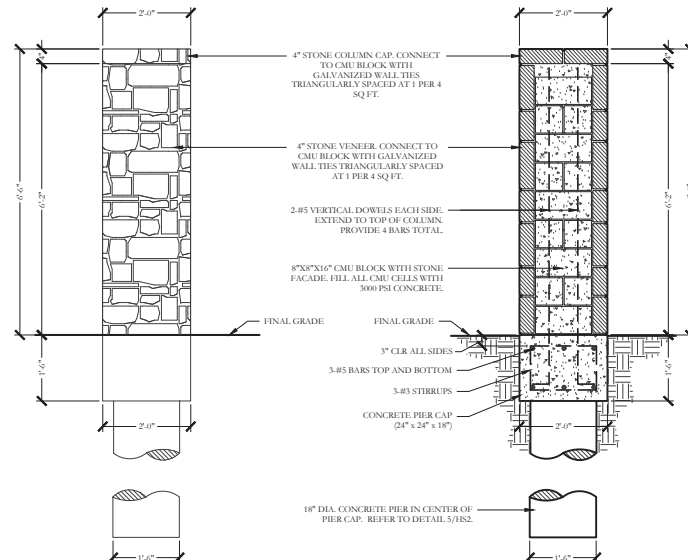
4 CAST STONE SIGN PANEL  
ELEVATION

SCALE: 1/2" = 1'-0"



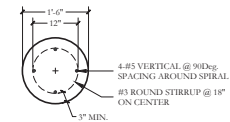
2 5'-6" HT. STONE SIGN WALL  
SECTION

SCALE: 3/4" = 1'-0"

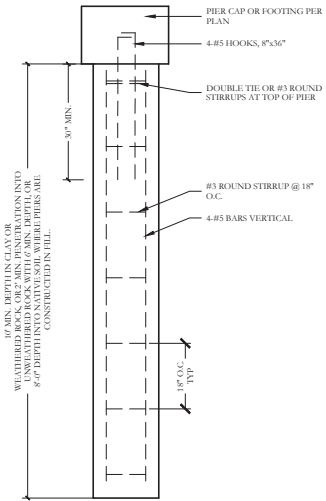


3 6'-6" HT. STONE COLUMN  
SECTION

SCALE: 3/4" = 1'-0"



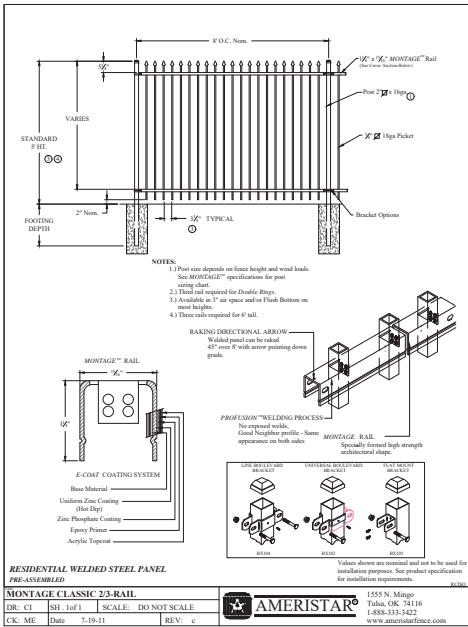
PLAN/SECTION



SECTION

5 PIER (18" DIA.)  
SECTION

SCALE: 3/4" = 1'-0"



## WALL LAYOUT NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES EITHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF ALL UNDERGROUND UTILITIES AND WILL BE RESPONSIBLE FOR COSTS INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES OR STRUCTURES CAUSED BY HIS FORCES.
- DO NOT WILLFULLY PROCEED WITH CONSTRUCTION, AS DESIGNED, WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS OR CONFLICTS EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE LANDING/CPI ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT OF THE PROPOSED WALLS AND COLUMNS. THE OWNER'S ENGINEER SHALL STAKE THE LOCATIONS OF THE PROPERTY, R.O.W. LINES, AND EASEMENTS.
- THE CONTRACTOR SHALL STAKE ALL OF THE FENCE/WALL AND COLUMN LOCATIONS FOR REVIEW BY THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING CONSTRUCTION. THE OWNER'S REPRESENTATIVE MAY MAKE MINOR ALTERATIONS TO THE LAYOUT AFTER STAKING AND BEFORE CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
- ALL "STIES" IN THE WALL MADE NECESSARY BY GRADE CHANGES OR EXISTING SLOPE SHALL OCCUR ONLY AT MINOR OR MAJOR COLUMNS. THE MINIMUM "STIEP" AT A COLUMN SHALL BE 3" AND THE MAXIMUM "STIEP" AT A COLUMN SHALL BE 6".
- ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN AND SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REQUIREMENTS.
- THE ELECTRICAL WORK SHALL INCLUDE ALL NECESSARY CONDUITS, WIRE, FITTINGS, EXTERIOR TRUNCING, AND OTHER MISCELLANEOUS ITEMS NECESSARY TO COMPLETE THE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY PERMITS AND CITY ACCEPTANCE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AS NEEDED FOR FENCE AND COLUMN INSTALLATION. THE CONTRACTOR SHALL RETURN THE SITE TO PRE-CONSTRUCTION CONDITION.

## ORNAMENTAL METAL FENCE NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES EITHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY COST INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES AND STRUCTURES CAUSED BY HIS FORCES.
- ALL CONCRETE USED IN FOOTING AND PIERS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS AND TOWN INSPECTIONS.
- ALL ORNAMENTAL METAL TUBES, POSTS, RAILS, AND PICKETS SHALL BE FLUSH AND FREE OF ALL DENTS, SPURS, AND SHARP EDGES AND SHALL BE INSTALLED LEVEL, PLUMB, AND SQUARE.
- PROVIDE CONTINUOUS WELDING ALONG ALL EDGES OF FENCE MEMBERS.
- GRIND SMOOTH ALL WELDS.
- ALL METAL SHALL BE PRIMERED AND PAINTED WITH TWO COATS OF RUSTPROOF PAINT, COLOR TO BE FLAT BLACK. CONTRACTOR TO SUBMIT SAMPLES AS REQUIRED.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS BEFORE MANUFACTURING FENCE.
- ALL ORNAMENTAL METAL FENCE MEMBERS ARE TO BE TUBULAR MEMBERS IN ACCORDANCE WITH ASTM A513 HOT ROLLED STRUCTURAL STEEL 50,000 PSI TENSILE STRENGTH, 60,000 PSI YIELD STRENGTH.
- FENCE MEMBER SIZES TO BE AS FOLLOWS:
  - RAILS, 1 1/4" x 15' 16" MOUNTAGE RAILS
  - POSTS, 2" SQUARE 16 GA.
- CONCRETE FOOTING FOR POSTS SHALL BE 3X POST WIDTH FOR 2" SQUARE POSTS.
- POSTS SHALL BE PLACED AT A MINIMUM DISTANCE OF 6'-0" C.C. AND A MAXIMUM DISTANCE OF 8'-0" C.C.
- FENCE SHALL MEET LOCAL CODES AND REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING COMPLIANCE INCLUDING NECESSARY UPGRADING OF POSTS, PICKETS AND HORIZONTAL BARS AND INCREASING THE HEIGHT OF THE FENCE. IT APPEARS IN THIS DETAIL AT NO ADDITIONAL COST TO THE OWNER FOR MATERIALS AND/OR LABOR.

## GENERAL NOTES - HARDSCAPE CONSTRUCTION

- CAST-IN-PLACE CONCRETE**
- ALL CONCRETE SHALL BE 3000 PSI, NORMAL WEIGHT, 28 DAY STRENGTH WITH A 4 TO 6 INCH SLUMP. THE CEMENT SHALL BE TYPE I AND SHALL CONFORM TO ASTM C150. AGGREGATES SHALL CONFORM TO ASTM C33.
  - ALL MIXING, TRANSPORTING, PLACING, AND CURING OF CONCRETE SHALL COMPLY WITH ACI 318.
  - CONCRETE SHALL NOT BE PLACED IN RAINING OR FREEZING WEATHER.
  - CHLORIDES SHALL NOT BE USED.
  - MAXIMUM AGGREGATE SIZE = 1".
- CONCRETE REINFORCING STEEL**
- ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 60 GRADE AND DEFORMED PER ASTM A305. PROVIDE 3/8 BAR DIAMETER LAP SPICES FOR ALL CONTINUOUS BARS UNLESS NOTED OTHERWISE.
  - PROVIDE THE FOLLOWING MINIMUM COVER FOR CONCRETE CAST IN PLACE REINFORCEMENT:
    - CONCRETE CAST AGAINST EARTH AND PERMANENTLY EXPOSED TO EARTH 3 INCHES
    - CONCRETE EXPOSED TO EARTH OR WEATHER:
      - (A) BARS LARGER THAN NO. 5: 2 INCHES
      - (B) BARS NO. 5 AND SMALLER: 1-1/2 INCHES
    - CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
      - (A) BARS LARGER THAN NO. 5: 1-1/2 INCHES
      - (B) BARS NO. 5 AND SMALLER: 3/4 INCHES
    - SLABS, WALLS AND JOISTS:
      - (A) BARS LARGER THAN NO. 11: 1-1/2 INCHES
      - (B) BARS NO. 11 AND SMALLER: 3/4 INCHES
    - BEAMS AND COLUMNS: 1-1/2 INCHES
    - SHELLS AND FOLDED PLATES:
      - (A) BAR LARGER THAN NO. 5: 3/4 INCHES
      - (B) BARS NO. 5 AND SMALLER: 1/2 INCHES
  - ALL REINFORCING STEEL SHALL BE CLEAN AND FREE OF GREASE.
- DRILLED PIERS**
- PIERS NOT SPECIFICALLY LOCATED ON THE PLAN SHALL BE CENTERED ON WALL OR BEAM.
  - PIER REINFORCING AND CONCRETE SHALL BE PLACED IMMEDIATELY OR TO WITHIN A MAXIMUM OF 8 HOURS AFTER DRILLING IS COMPLETE.
  - STEEL CASING IS REQUIRED WHEN MORE THAN 2 INCHES OF STANDING WATER IS PRESENT AT THE BOTTOM OF THE SHAFTS PRIOR TO PLACEMENT OF STEEL AND CONCRETE.
  - PROVIDE 6 BAR DIAMETER LAP SPICES IN ALL VERTICAL PIER REINFORCING AS REQUIRED.
  - PROVIDE PIER TO GRADE BEAM DOWELS TO MATCH SIZE, QUANTITY, AND LOCATION OF LONGITUDINAL PIER REINFORCING. MINIMUM PIER PROJECTION INTO BEAM = TOP LONGITUDINAL GRADE BEAM REINFORCING. PROVIDE STANDARD HOOK AT TERMINAL END OF DOWEL IN GRADE BEAM.

- STRUCTURAL CONCRETE MASONRY UNIT**
- CONCRETE MASONRY UNITS SHALL BE HOLLOW LOAD-BEARING TYPE N-1 CONFORMING TO ASTM C90 AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1900 PSI.
  - CONCRETE MASONRY UNITS SHALL HAVE A MINIMUM PRISM STRENGTH OF 1500 PSI AT 28 DAYS.
  - MORTAR SHALL BE ASTM C270, TYPE S, WITH A MINIMUM COMPRESSIVE STRENGTH OF 1800 PSI IN ACCORDANCE WITH ASTM C780. MASONRY CEMENT IS PROHIBITED.
  - COURSE GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AND A MAXIMUM AGGREGATE SIZE OF 1/2" IN ACCORDANCE WITH ASTM C77. REFER TO DETAILS FOR WALL REINFORCING BAR SIZE AND SPACING.
  - REINFORCE HORIZONTAL JOINTS WITH GALVANIZED LADDER TYPE STEEL IN ACCORDANCE WITH ANSI/ASTM A62. SIDE AND CROSS RODS SHALL BE 9 GA MINIMUM.
  - HORIZONTAL REINFORCEMENT SHALL BE SPACED AT 16" MAXIMUM. PROVIDE A 16" LAP AT SPLICES.
  - JOINT REINFORCING SHALL BE DISCONTINUOUS AT CONTROL AND EXPANSION JOINTS.
  - LAP VERTICAL REINFORCING BARS AT 72 BAR DIAMETERS.
  - LAP HORIZONTAL REINFORCING BARS AT 48 BAR DIAMETERS.
  - PLACE GROUT USING LOW-LIFT METHOD, 6" MAXIMUM LIFTS.

## WALL NOTES

- THESE DETAILS AND SPECIFICATIONS ARE APPLICABLE ONLY FOR THE SITE CONDITIONS AND HEIGHTS SHOWN HEREIN. IF CONDITIONS CHANGE FROM THOSE DESCRIBED HEREIN, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY TO DETERMINE THE EFFECT, IF ANY, ON THE STRUCTURAL DESIGN AND LAYOUT.
- THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES EITHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY COST INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES AND STRUCTURES CAUSED BY HIS FORCES.
- ALL EARTHWORK SHALL BE PERFORMED AS INDICATED IN THE GEOTECHNICAL INVESTIGATION. PROPER EXECUTION OF EARTHWORK SHALL BE VERIFIED BY A GEOTECHNICAL TESTING LAB.
- PRE-POUR OBSERVATION OF FOOTINGS, BEAMS, AND PIERS IS RECOMMENDED BY OR UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER.
- ALL CONCRETE USED IN FOOTINGS AND PIERS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS. CONCRETE USED IN COLUMNS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.
- ALL REINFORCING SHALL BE NEW BILLET STEEL, ASTM A615, GRADE 60 EXCEPT STIRRUPS SHALL BE GRADE 40 AND SPIRALS SHALL BE ASTM A62, GRADE 40.
- CONCRETE FOR DRILLED PIERS SHALL BE POURED WITHIN 8 HOURS OF DRILLING PIER HOLES.
- REFER TO DETAILS FOR TYPE AND SIZE OF STONE WALL REINFORCING.
- ALL MORTAR TO BE TYPE S. MORTAR COLOR TO BE SELECTED BY OWNER. MASONRY CEMENT WILL NOT BE ALLOWED.
- ALL MORTAR JOINTS ARE TO BE 3/8" CONCAVE TOOLED JOINTS.
- STONE AND BRICK VENEER MATERIAL SHALL BE SELECTED BY OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS, APPLICABLE FEES, AND CITY INSPECTIONS.
- LAYOUT OF THE PROPOSED SCREENING WALL SHALL BE PERFORMED IN THE FIELD BY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.
- THE WALL STONE MATERIAL & PATTERN SHALL BE SELECTED BY OWNER AS NOTED ON LAY STONE COURSES LEVEL AND PLUMB DO NOT EXCEED 1/4" VARIATION FROM LEVEL IN 20 FEET MAXIMUM.
- CLEAN STONEMANWORK PROMPTLY AFTER COMPLETION WITH FIBER BRUSHES, CLEAN WATER OR APPROVED CLEANING AGENT. DO NOT USE WIRE BRUSHES OR ACID TYPE CLEANING AGENTS.
- THE CONTRACTOR SHALL PROVIDE A 2" x 4" MOCKUP OF THE STONE AND BRICK SCREEN WALL FOR THE OWNER'S REVIEW PRIOR TO BEGINNING THE STONE WORK. THE APPROVED "MOCKUP" SHALL SERVE AS THE STANDARD FOR THE STONE WORK ON THE PROJECT.
- THE CONTRACTOR SHALL OBTAIN A PERMIT FOR ALL WALL CONSTRUCTION AND SECURE ALL NECESSARY INSPECTIONS AND CERTIFICATIONS REQUIRED.

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April 29, 2021



Revised: 01/2021

01/21 Amendment: David

Revised: 01/2021

01/21 Amendment: David

Revised: 01/2021

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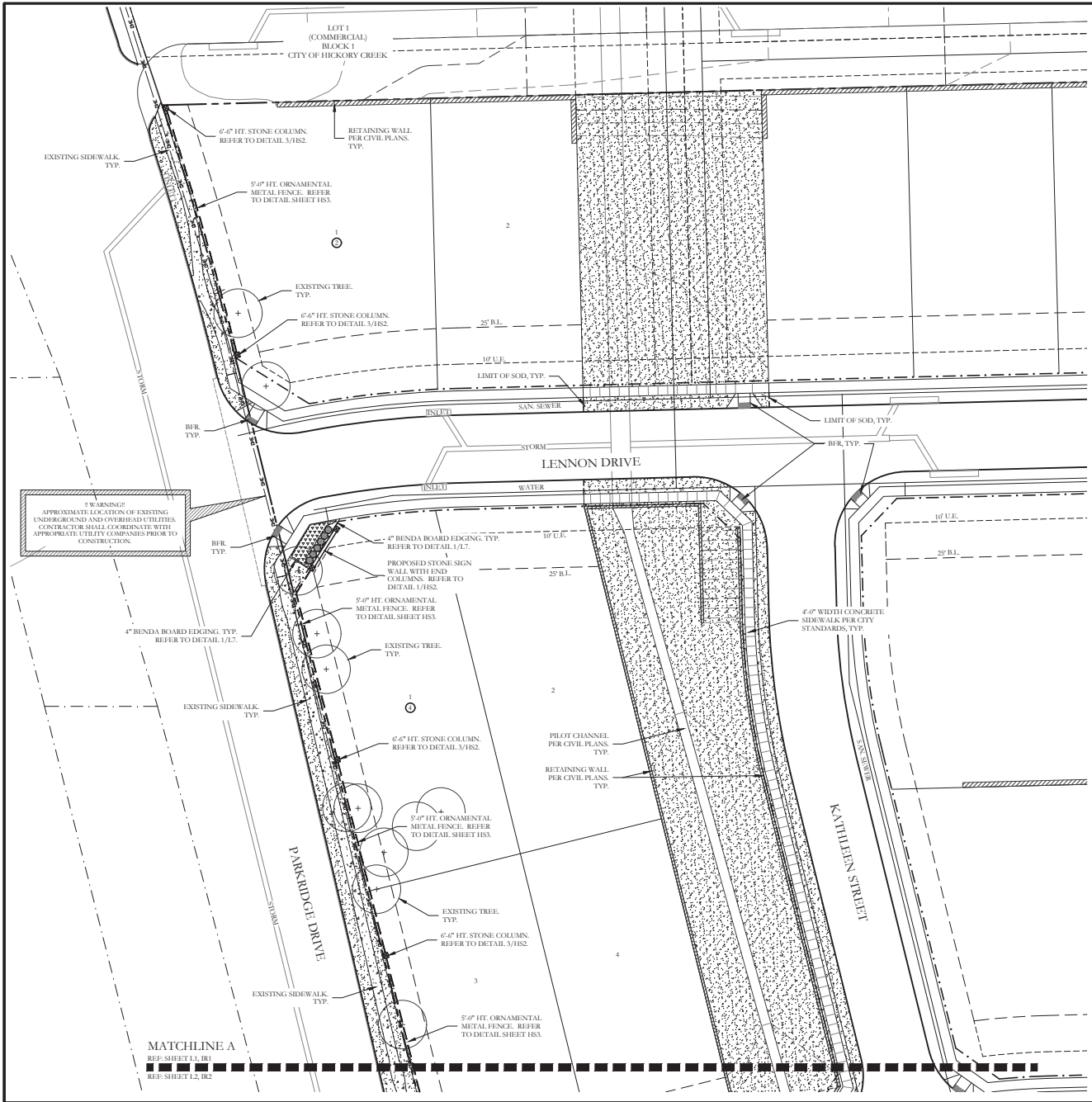
Revised: 01/2021

01/21 Amendment: David

Revised: 01/2021

01/21 Amendment: David

Revised: 01/2021



PLANT LEGEND					
SYMBOL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
	LO	LIVE OAK	QUERCUS VIRGINIANA	4" CALIPER	AS SHOWN
		BALLERINA INDIAN HAWTHORN	RHAPHOLEPIS INDICA 'BALLERINA'	3 GALLON	36" O.C.
		TAM JUNIPER	JUNIPERUS TAMARISCIFOLIA	3 GALLON	36" O.C.
		COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		HYDROMULCH COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		TEXAS RIVER ROCK; MIXTURE OF TANS, BROWNS, GRAYS AND PINKS	INSTALL AT 3" DEPTH MINIMUM WITH DEWITT 4.1 OZ FILTER FABRIC BENEATH ROCK	SQUARE FEET	EQUAL COMBINATION OF 1-2" & 2-4"

CODY JOHNSON

Professional Engineer

9200 EAST ROAD, SUITE 250, WY PLANO, TEXAS 75075  
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SCREENING AND BUFFERING

Landscape Plan

Lennon Creek

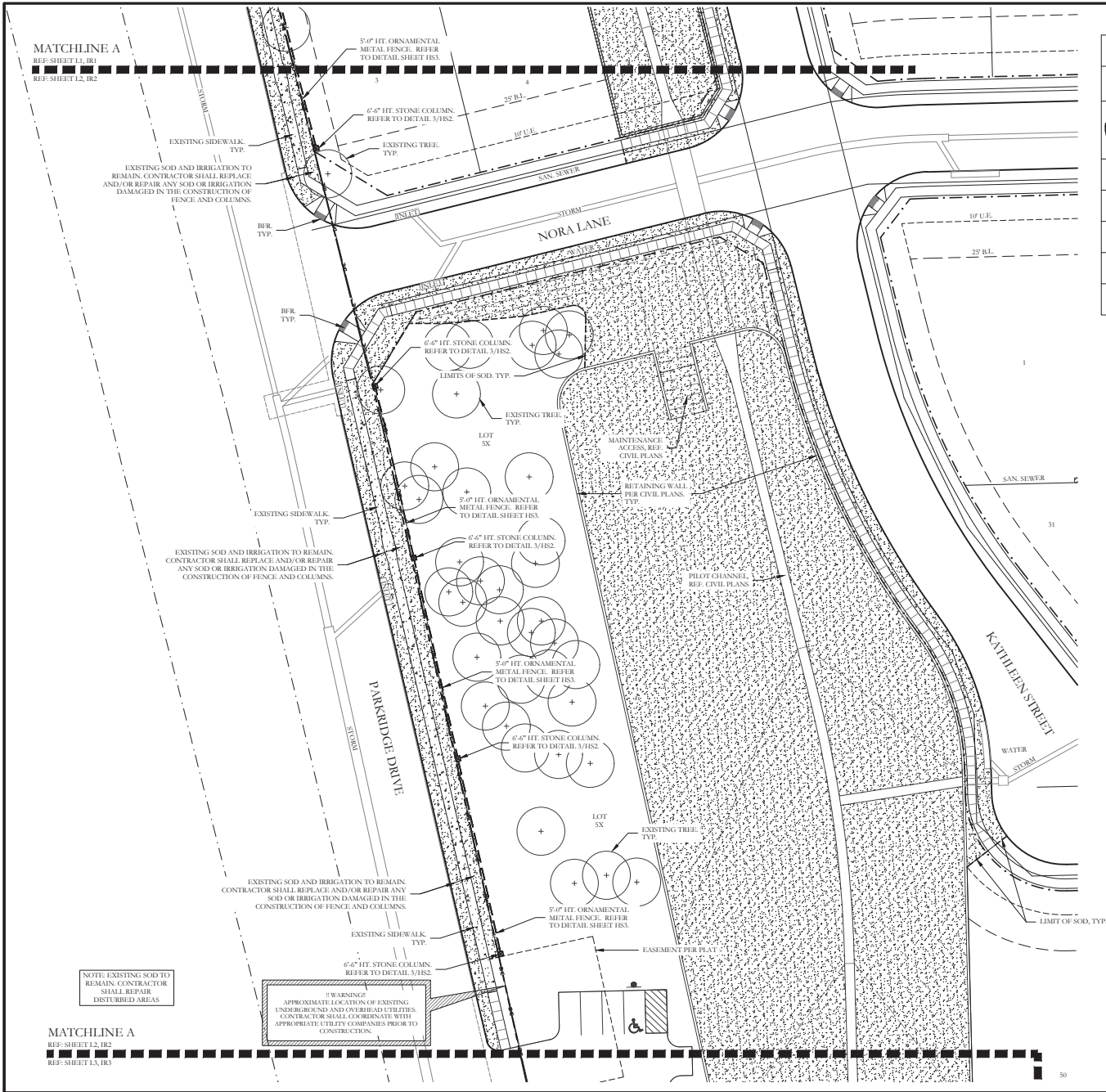
City of Hickory Creek, Denton County, Texas

CJS PROJECT NO.

TMH004

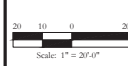
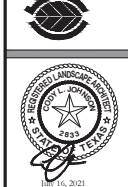
SHEET NO.

L1 of 7



PLANT LEGEND					
SYMBOL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
	LO	LIVE OAK	QUERCUS VIRGINIANA	4" CALIPER	AS SHOWN
		BALLERINA INDIAN HAWTHORN	RHAPHOLEPIS INDICA 'BALLERINA'	3 GALLON	36" O.C.
		TAM JUNIPER	JUNIPERUS TAMARISCIFOLIA	3 GALLON	36" O.C.
		COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		HYDROMULCH COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		TEXAS RIVER ROCK; MIXTURE OF TANS, BROWNS, GRAYS AND PINKS	INSTALL AT 3" DEPTH MINIMUM WITH DEWITT 4.1 OZ FILTER FABRIC BENEATH ROCK	SQUARE FEET	EQUAL COMBINATION OF 1-2" & 2-4"

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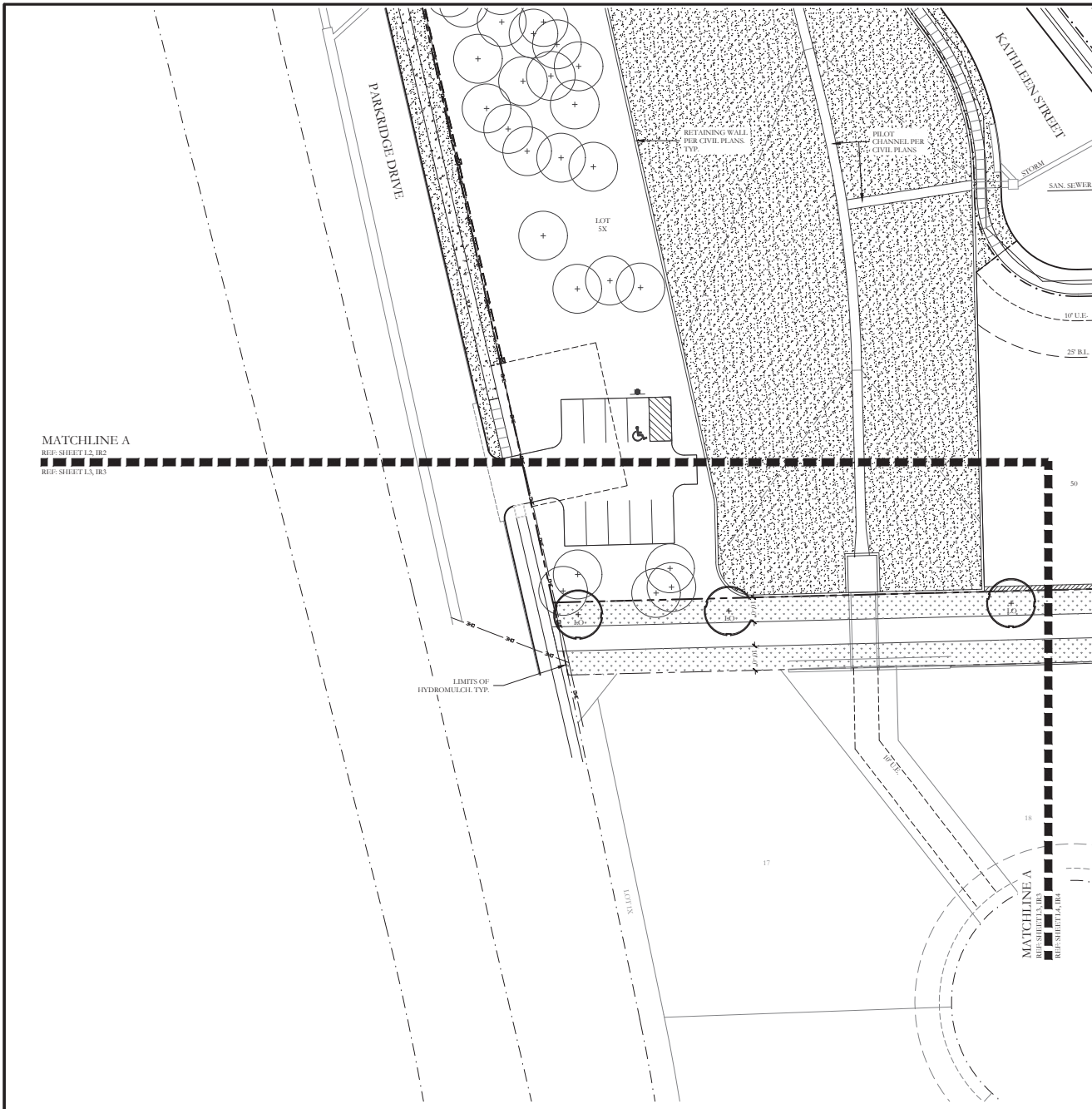








Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.  
One Inch

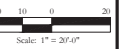
SCREENING AND BUFFERING  
Landscape Plan  
Lennon Creek  
City of Hickory Creek, Denton County, Texas

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CJS PROJECT NO.  
**TMH004**  
SHEET NO.  
**I.2 of 7**



PLANT LEGEND					
SYMBOL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
	LO	LIVE OAK	QUERCUS VIRGINIANA	4" CALIPER	AS SHOWN
		BALLERINA INDIAN HAWTHORN	RHAPHIOLEPS INDICA 'BALLERINA'	3 GALLON	36" O.C.
		TAM JUNIPER	JUNIPERUS TAMARISCIFOLIA	3 GALLON	36" O.C.
		COMMON BERMU DA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		HYDROMULCH COMMON BERMU DA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		TEXAS RIVER ROCK; MIXTURE OF TANS, BROWNS, GRAYS AND PINKS	INSTALL AT 3" DEPTH MINIMUM WITH DENSITY 1.41 OZ. FILTER FABRIC; BENEFICIAL ROCK	SQUARE FEET	EQUAL COMBINATION OF 1-2" & 2-4"



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## SCREENING AND BUFFERING

Landscape Plan

Lennon Creek

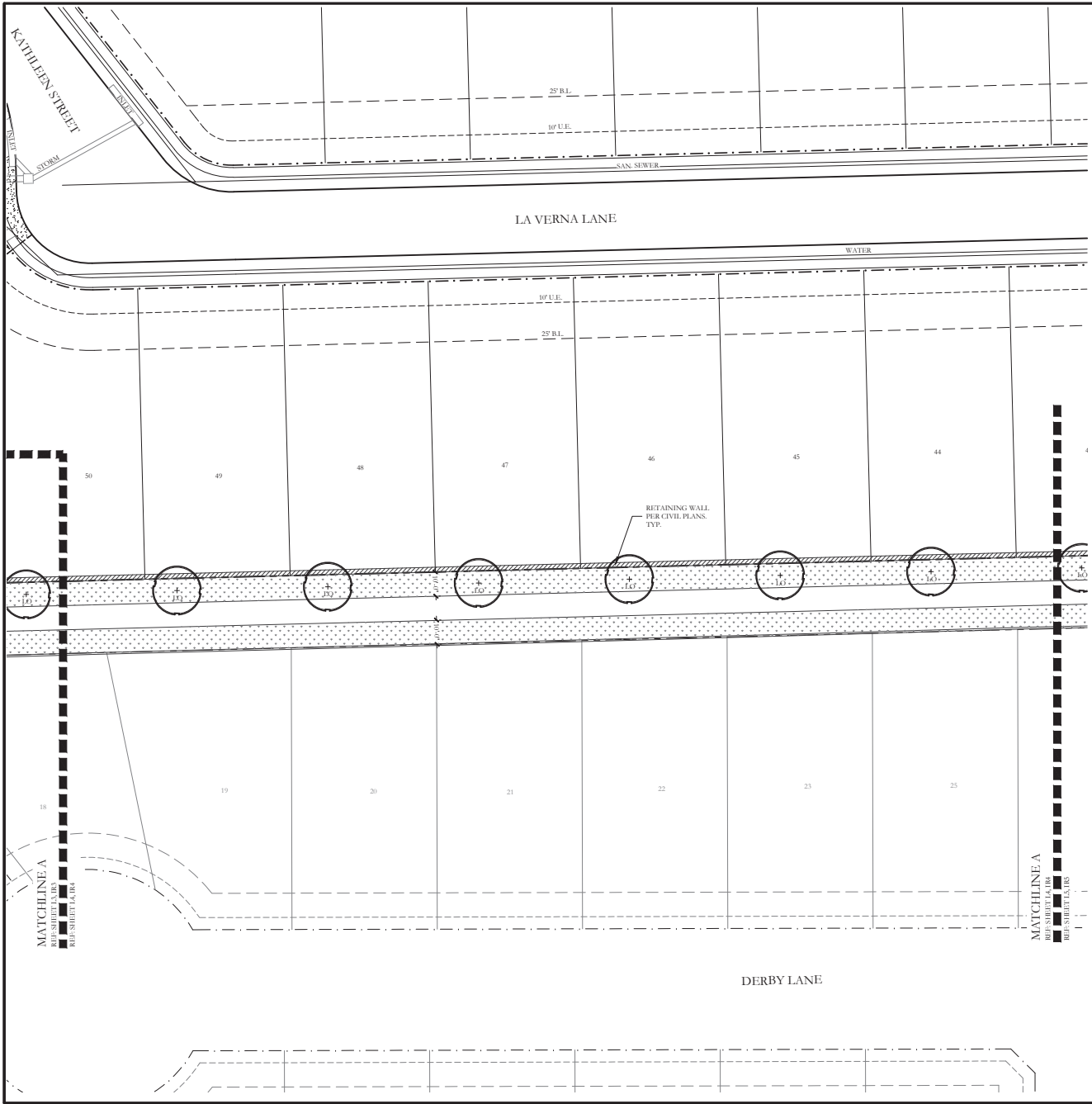
City of Hickory Creek, Denton County, Texas

JS PROJECT NO.

TMH004

SHEET NO.

L3 of 7



PLANT LEGEND					
SYMBOL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
	LO	LIVE OAK	QUERCUS VIRGINIANA	4" CALIPER	AS SHOWN
		BALLERINA INDIAN HAWTHORN	RHAPHOLEPIS INDICA 'BALLERINA'	3 GALLON	36" O.C.
		TAM JUNIPER	JUNIPERUS TAMARISCIFOLIA	3 GALLON	36" O.C.
		COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		HYDROMULCH COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		TEXAS RIVER ROCK; MIXTURE OF TANS, BROWNS, GRAYS AND PINKS	INSTALL AT 3" DEPTH MINIMUM WITH DEWITT 4.1 OZ FILTER FABRIC BENEATH ROCK	SQUARE FEET	EQUAL COMBINATION OF 1-2" & 2-4"

**CODY JOHNSON & ASSOCIATES, INC.**  
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July 16, 2021

NORTH

Scale: 1" = 20'-0"

Bar is one inch on original drawing. If not one inch on the sheet, adjust scale as necessary.

One Inch

**SCREENING AND BUFFERING**

Landscape Plan

Lennon Creek

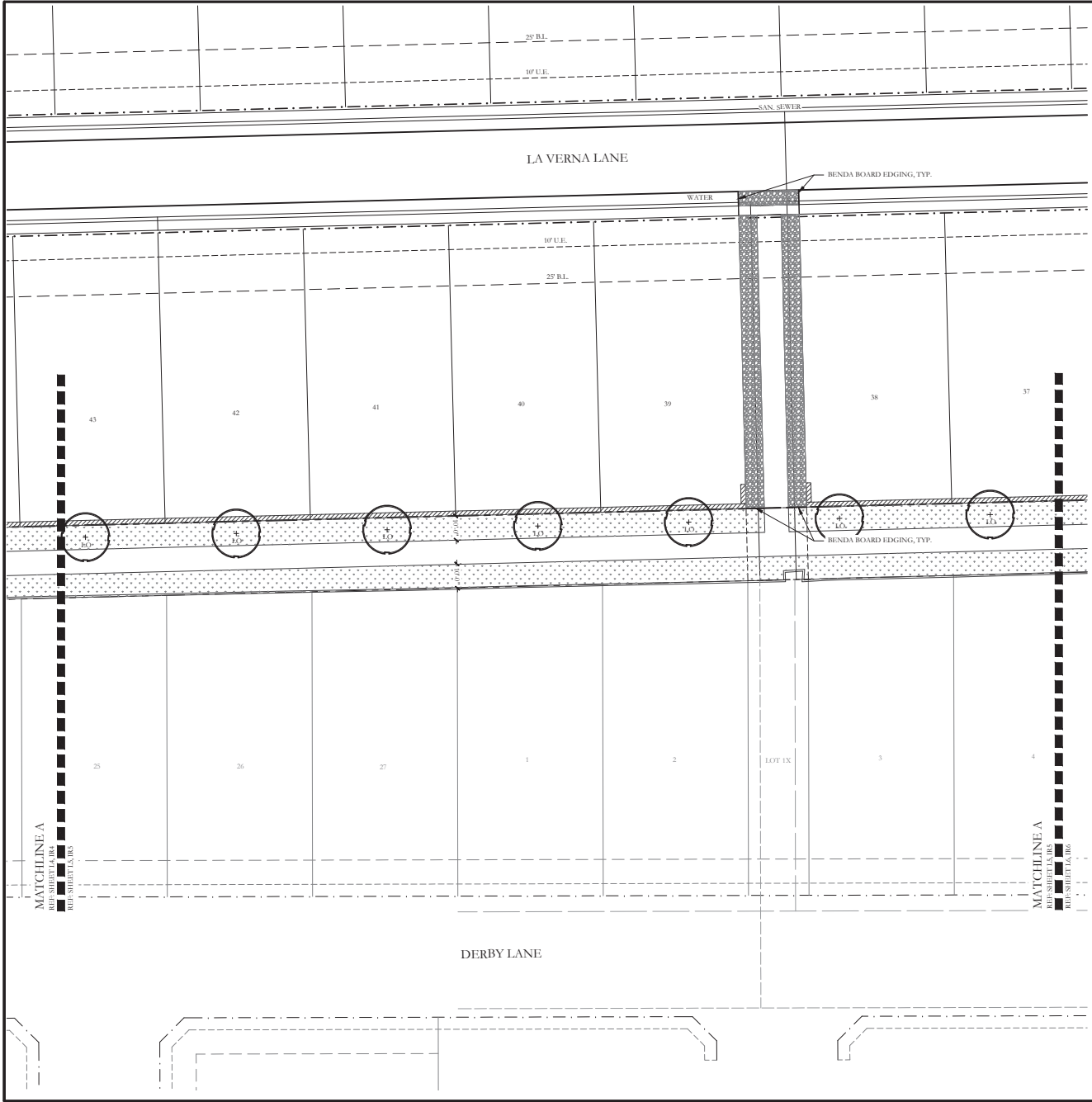
City of Hickory Creek, Denton County, Texas

CJS PROJECT NO.

**TMH004**

SHEET NO.

**L4 of 7**



PLANT LEGEND					
SYMBOL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
	LO	LIVE OAK	QUERCUS VIRGINIANA	4" CALIPER	AS SHOWN
		BALLERINA INDIAN HAWTHORN	RHAPHOLEPIS INDICA 'BALLERINA'	3 GALLON	36" O.C.
		TAM JUNIPER	JUNIPERUS TAMARISCIFOLIA	3 GALLON	36" O.C.
		COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		HYDROMULCH COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		TEXAS RIVER ROCK; MIXTURE OF TANS, BROWNS, GRAYS AND PINKS	INSTALL AT 3" DEPTH MINIMUM WITH DEWITT 4.1 OZ FILTER FABRIC BENEATH ROCK	SQUARE FEET	EQUAL COMBINATION OF 1-2' & 2-4'

SCREENING AND BUFFERING

Landscape Plan

Lennon Creek

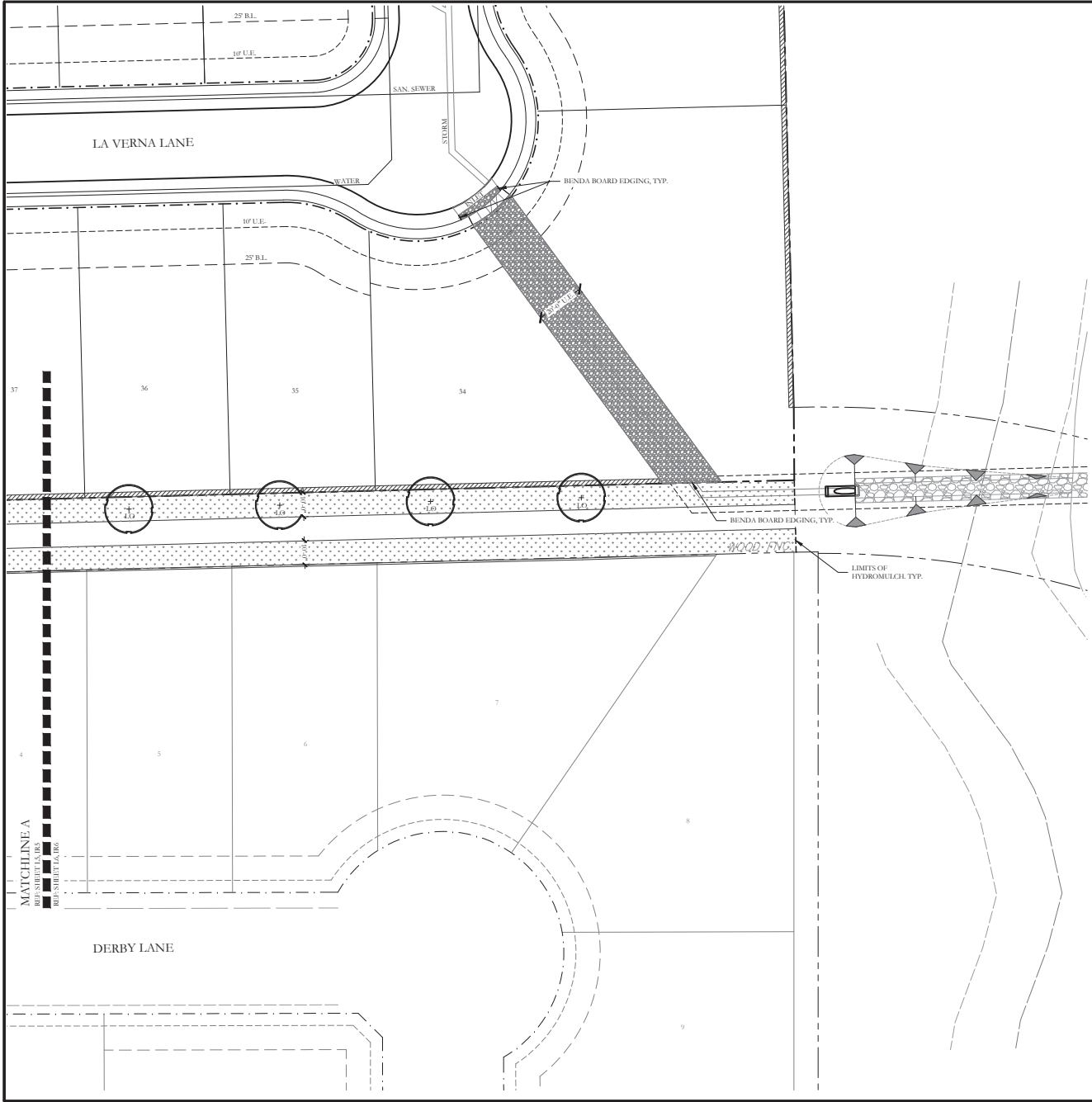
City of Hickory Creek, Denton County, Texas

CJS PROJECT NO.

TMH004

SHEET NO.

L5 of 7



PLANT LEGEND					
SYMBOL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
	LO	LIVE OAK	QUERCUS VIRGINIANA	4" CALIPER	AS SHOWN
		BALLERINA INDIAN HAWTHORN	RHAPHOLEPIS INDICA 'BALLERINA'	3 GALLON	36" O.C.
		TAM JUNIPER	JUNIPERUS TAMARISCIFOLIA	3 GALLON	36" O.C.
		COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		HYDROMULCH COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		TEXAS RIVER ROCK; MIXTURE OF TANS, BROWNS, GRAYS AND PINKS	INSTALL AT 3" DEPTH MINIMUM WITH DEWITT 41 OZ FILTER FABRIC BENEATH ROCK	SQUARE FEET	EQUAL COMBINATION OF 1-2' & 2-4'

CODY JOHNSON  
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REGISTERED LANDSCAPE ARCHITECT  
STATE OF TEXAS  
2023

July 16, 2023

NORTH

Scale: 1" = 20'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

SCREENING AND BUFFERING

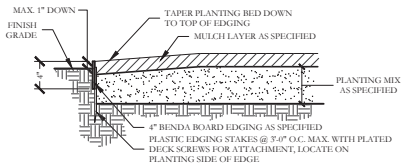
Landscape Plan

Lennon Creek

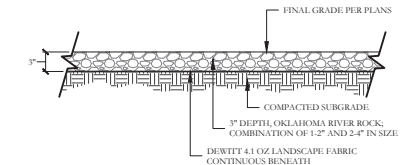
City of Hickory Creek, Denton County, Texas

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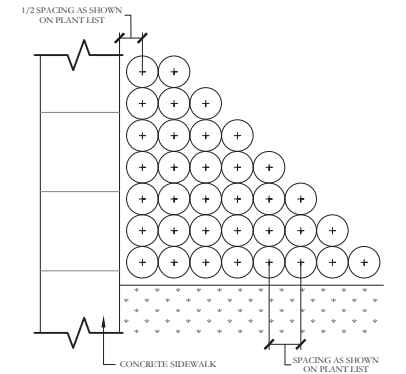
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L6 of 7



1 TYPICAL BED EDGING DETAIL  
SECTION NOT TO SCALE

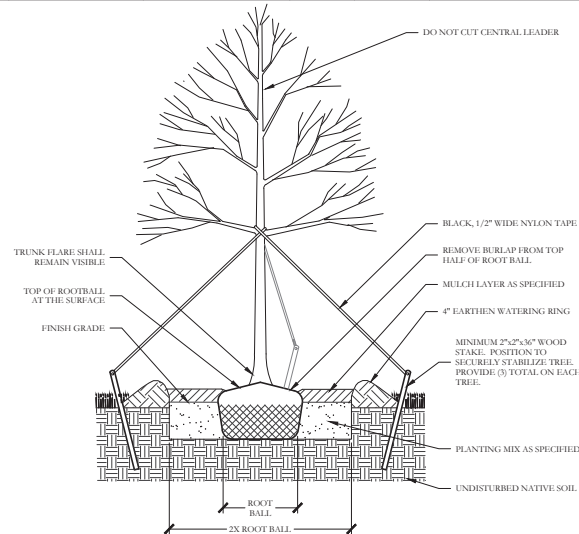


2 TEXAS RIVER ROCK BED  
SECTION SCALE: 1\"/>

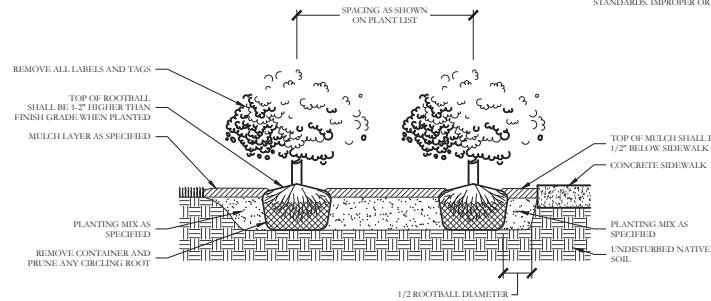


4 TYPICAL SHRUB AND GROUNDCOVER PLANTING  
PLAN/SECTION

PLANT LIST						
KEY	ESTIMATED QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	REMARKS
LO	20	LIVE OAK	QUERCUS VIRGINIANA	4" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM BRANCHING HEIGHT AT 6.0'; MINIMUM 10.0' OVERALL HEIGHT.
	6	BALLERINA INDIAN JANTHERNS	RHAPHIDOLIPS INDICA 'BALLEERINA'	3 GALLON	30" O.C.	CONTAINER GROWN; FULL PLANT.
	14	TAM JUNIPER	JUNIPURUS TAMARISCIFOLIA	3 GALLON	30" O.C.	CONTAINER GROWN; FULL PLANT.
	74,900	COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD	MINIMUM 100% COVERAGE ALL AREAS SHOWN
	26,210	COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	HYDROMULCH	MINIMUM 100% COVERAGE ALL AREAS SHOWN
	4,850	TEXAS RIVER ROCK; MIXTURE OF TANS, BROWNS, GRAYS, PINKS	N/A	SQUARE FEET	3" DEPTH	INSTALL AS 3" DEPTH MINIMUM WITH DEWITT 4.1 OZ. FILTER FABRIC, BENEATH ROCK; EQUAL COMBINATION 1.2' & 2.4'



3 TYPICAL TREE PLANTING  
SECTION NOT TO SCALE



## GENERAL LANDSCAPE NOTES

### INSPECTIONS:

- NO EXCAVATION SHALL OCCUR IN CITY R.O.W. WITHOUT A R.O.W. PERMIT-CONTACT THE PUBLIC WORKS DEPARTMENT.
- THE CONTRACTOR SHALL MARK ALL WATER LINES, SEWER LINES, AND TREE LOCATIONS PRIOR TO CALLING FOR ROW INSPECTION AND PERMIT.
- THE LANDSCAPE INSTALLATION SHALL COMPLY WITH APPROVED LANDSCAPE DRAWINGS PRIOR TO FINAL ACCEPTANCE BY THE CITY AND ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- WATER METERS, CLEANOUTS AND OTHER APPURTENANCES SHALL BE ACCESSIBLE, ADJUSTED TO GRADE, CLEARLY MARKED WITH FLAGGING AND COMPLIANT WITH PUBLIC WORKS DEPARTMENT STANDARDS PRIOR TO CALLING FOR FINAL LANDSCAPE AND ROW INSPECTIONS.

### LANDSCAPE STANDARDS:

- PLANTINGS AND LANDSCAPE ELEMENTS SHALL COMPLY WITH THE CITY'S ENGINEERING DESIGN STANDARDS, PUBLIC R.O.W. VISIBILITY REQUIREMENTS.
- UNLESS OTHERWISE SPECIFIED, TREES SHALL BE PLANTED NO LESS THAN 4' FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS AND OTHER STRUCTURES. THE CITY HAS FINAL APPROVAL FOR ALL TREE PLACEMENTS.
- A MINIMUM THREE FEET (3') RADIUS AROUND A FIRE HYDRANT MUST REMAIN CLEAR OF LANDSCAPE PURSUANT TO THE FIRE CODE.
- STREET TREES, WHERE REQUIRED, SHALL BE (10') MINIMUM FROM THE EDGE OF A STORM SEWER CURB INLET BOX AND THE EDGE OF THE ROOT BALL SHALL BE (5') MINIMUM FROM THE WATER METER.
- THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) SPECIFICATIONS SHALL GOVERN PLANT QUALIFICATIONS, GRADES, AND STANDARDS.
- TREE PLANTING SHALL COMPLY WITH DETAILS HEREIN AND THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS.
- A 2-3" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 4" FROM THE TRUNK OF THE TREE.
- TREE PTS SHALL BE TESTED FOR WATER PNEUMATION, IF WATER DOES NOT DEAIN OUT OF TREE PIT WITHIN 24 HOURS, THE TREE SHALL BE MOVED OR DRAINAGE SHALL BE PROVIDED.
- ALL BEDS TO HAVE 1" OF COMPOSTED SOIL, LIVING EARTH TECHNOLOGY, OR APPROVED EQUAL TILLED AND TURNED TO A DEPTH OF 8" MINIMUM.
- ALL PLANT BEDS SHALL BE TOP DRESSED WITH A MINIMUM OF 3 INCHES OF HARDWOOD MULCH.
- NATIVE SITE TOPSOIL IS TO BE PROTECTED FROM EROSION OR STOCKPILED. NATIVE SITE TOPSOIL SHALL BE LABORATORY TESTED BY AND ACCREDITED LABORATORY AND AMENDED PER SAID LABORATORY'S RECOMMENDATIONS.

### IRRIGATION STANDARDS:

- ANY CHANGES TO THESE APPROVED IRRIGATION DRAWINGS SHALL BE AUTHORIZED BY THE CITY.
- CONTACT DEVELOPMENT SERVICES FOR AN IRRIGATION PERMIT PRIOR TO INSTALLING THE IRRIGATION SYSTEM.
- IRRIGATION OVER-SPRAY ON STREETS AND WALKS IS PROHIBITED.
- MAIN LINES, VALVES, OR CONTROL WIRES SHALL NOT BE LOCATED IN THE CITY'S ROW.
- ET IRRIGATION CONTROLLERS SHALL BE PROGRAMMED AND ADJUSTED TO NOT EXCEED THE LANDSCAPE WATER ALLOWANCE (LWA) PRIOR TO APPROVAL OF LANDSCAPE INSTALLATION.
- VALVES SHALL BE LOCATED A MINIMUM OF (5') AWAY FROM STORM SEWERS, AND SANITARY SEWER LINES AND 5 FEET FROM CITY FIRE HYDRANTS AND WATER VALVES.
- THE BURIED DEPTH UNDER STREETS, DRIVE ALLEYS, AND THE LANES SHALL PROVIDE (7') OF CLEARANCE (MINIMUM).
- IRRIGATION HEADS THAT RUN PARALLEL AND NEAR PUBLIC WATER AND SANITARY SEWER LINES SHALL BE FED FROM STUBBED LATERALS OR BULL HEADS. A MINIMUM FIVE FOOT (5') SEPARATION IS REQUIRED BETWEEN IRRIGATION MAIN LINES AND LATERALS THAT RUN PARALLEL TO PUBLIC WATER AND SANITARY SEWER LINES.
- NO VALVES, BACKFLOW PREVENTION ASSEMBLIES, QUICK COUPLERS ETC. SHALL BE LOCATED CLOSER THAN 10' FROM THE CURB AT STREET OR DRIVE INTERSECTION.

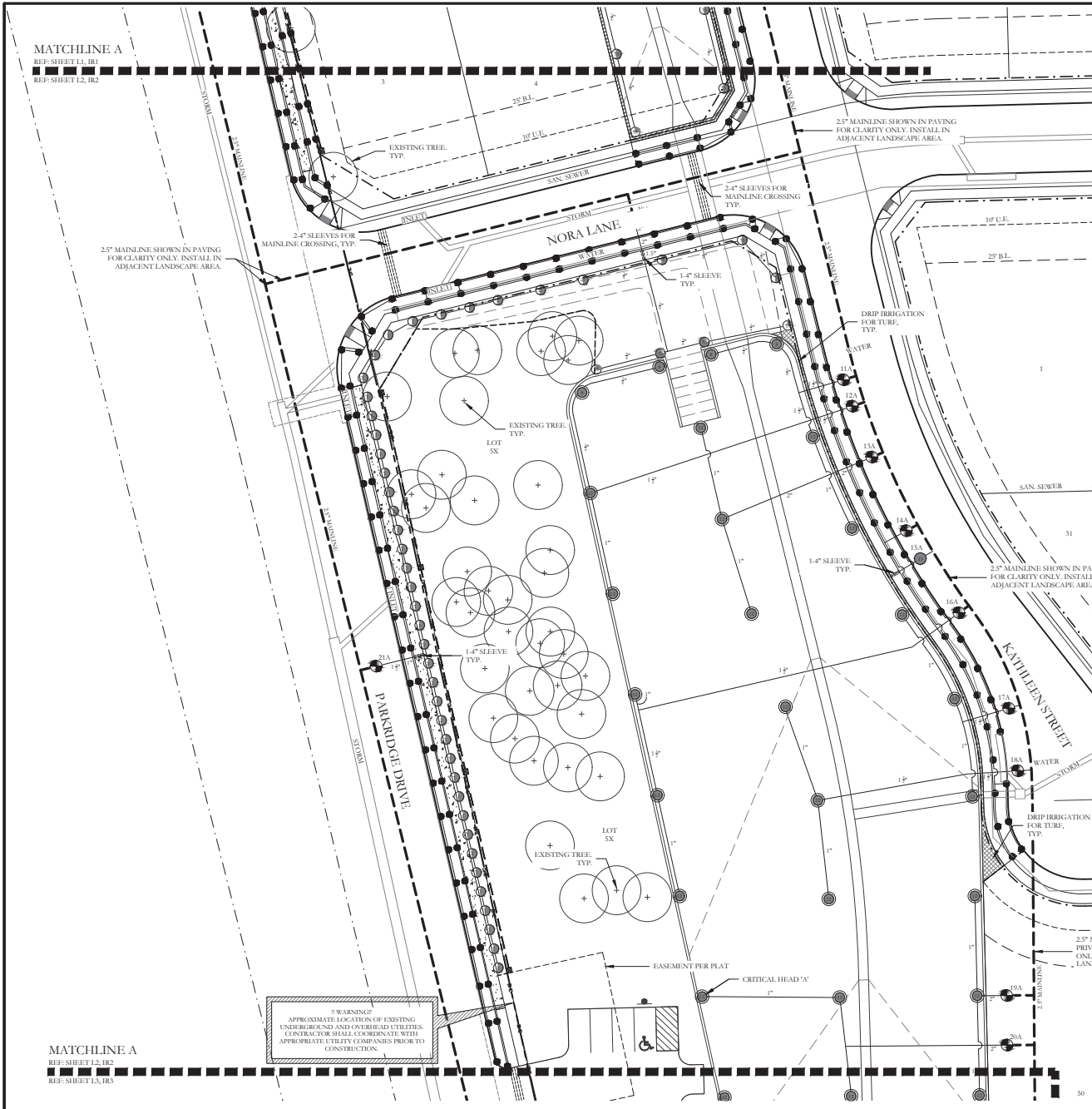
### MAINTENANCE STANDARDS:

- THE OWNER SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT, MAINTENANCE, AND VIGOR OF PLANT MATERIAL IN ACCORDANCE WITH THE DESIGN INTENT AND AS APPROPRIATE FOR THE SEASON OF THE YEAR.
- LANDSCAPE AND OPEN AREAS SHALL BE FREE OF TRASH, LITTER AND WEEDS.
- NO PLANT MATERIAL SHALL BE ALLOWED TO ENCROACH ON R.O.W., SIDEWALKS OR EASEMENTS TO THE EXTENT THAT VISION OR ROUTE OF TRAVEL FOR VEHICULAR, PEDESTRIAN, OR BICYCLE TRAFFIC IS IMPEDED.
- TREE MAINTENANCE SHALL BE IN ACCORDANCE WITH THE STANDARDS OF THE INTERNATIONAL SOCIETY OF ARBORICULTURE.
- TREE STAKING MATERIALS, IF USED, SHALL BE REMOVED AFTER (1) GROWING SEASON, NO MORE THAN (1) YEAR AFTER INSTALLATION (STIEL TREE STAKES, WIRES, AND HOSES ARE PROHIBITED).

### TREE PROTECTION NOTES:

- CONTACT DEVELOPMENT SERVICES FOR A TREE REMOVAL PERMIT PRIOR TO REMOVAL OR TRANSPLANTING OF ANY TREES.
- ALL TREES WHICH ARE TO REMAIN ON SITE SHALL BE PROTECTED WITH A (4') TALL BRIGHTLY COLORED PLASTIC FENCE, OR SILT FENCE, PLACED AT THE DRIP LINE OF THE TREES.
- PRIOR TO THE PRE-CONSTRUCTION MEETING OR OBTAINING A GRADING PERMIT, ALL TREE MARKINGS AND PROTECTIVE FENCING SHALL BE INSTALLED BY THE OWNER AND BE INSPECTED BY DEVELOPMENT SERVICES.
- NO EQUIPMENT SHALL BE CLEANED, OR HARMFUL LIQUIDS DEPOSITED WITHIN THE LIMITS OF THE ROOT ZONE OF TREES WHICH REMAIN ON SITE.
- NO SIGNS, WIRES, OR OTHER ATTACHMENTS SHALL BE ATTACHED TO ANY TREE TO REMAIN ON SITE.
- VEHICULAR AND CONSTRUCTION EQUIPMENT SHALL NOT PARK OR DRIVE WITHIN THE LIMITS OF THE DRIP LINE.
- GRADE CHANGES IN EXCESS OF 3 INCHES (CUT OR FILL) SHALL NOT BE ALLOWED WITHIN A ROOT ZONE, UNLESS ADEQUATE TREE PRESERVATION METHODS ARE APPROVED BY THE CITY.
- NO TRENCING SHALL BE ALLOWED WITHIN THE DRIP-LINE OF A TREE, UNLESS APPROVED BY THE CITY.
- ALL REMOVED TREES SHALL BE CHIPPED AND USED FOR MULCH ON SITE OR HAULED OFF-SITE.
- ALL TREE MAINTENANCE TECHNIQUES SHALL BE IN CONFORMANCE WITH INDUSTRY IDENTIFIED STANDARDS. IMPROPER OR MALICIOUS PRUNING TECHNIQUES ARE STRICTLY PROHIBITED.





IRRIGATION LEGEND AND SCHEDULE

SYM	DESCRIPTION	MANUFACTURER	MODEL	SIZE / NOZZLE
	AUTOMATIC CONTROLLER	HUNTER	REFER TO PLANS	N/A
	DRIP IRRIGATION CONTROL VALVE	HUNTER	ICZ-0H	1"
	DRIP IRRIGATION (LANDSCAPE BED)	HUNTER	PLD-06-16	N/A
	DRIP IRRIGATION (TURF BED)	HUNTER	PLD-06-12	N/A
	DRIP IRRIGATION	HUNTER	MR-ADJ BURBLER (0.5 GPM EACH BURBLER)	1/2"
	REMOTE CONTROL VALVE	HUNTER	RCV-40HG RCV-45HG	REFER TO PLAN FOR SIZE
	LAWN MOWER ROTATOR	HUNTER	MP ROTATOR	MP100L MP200L MP300L MP500L
	4" POP UP MP ROTATOR CORNER STRIP	HUNTER	STRIP SERIES	MP100SS P100SS MP200SS P200SS MP300SS P300SS MP500SS P500SS
	ROTOR HEAD	HUNTER	PGP SERIES	HALF AND/OR FULL NOZZLE
	WATER METER	—	PER CITY	REFER TO PLAN FOR SIZE
	DOUBLE CHECK VALVE	FERCO	800-BV Series	REFER TO PLAN FOR SIZE
	ISOLATION VALVE	NIBCO	"T-113	LINE SIZE
	WYE STRAINER	FERCO	"650	REFER TO PLAN FOR SIZE
	MASTER VALVE	HUNTER	RCV-40HG RCV-45HG	REFER TO PLAN FOR SIZE
	IRRIGATION SLEEVE	—	SCH. 40 w/ 1/2 G.A. PULL WIRE IN SLEEVE	REFER TO PLAN FOR SIZE
	IRRIGATION MAIN LINE	—	SCH. 40	REFER TO PLAN FOR SIZE
	IRRIGATION LATERAL LINE	—	CLASS 200	REFER TO PLAN FOR SIZE

- PROGRAM AND STATION NUMBER FOR AUTOMATIC CONTROLLER
- VALVE SIZE IN INCHES
- GALLONS PER MINUTE, PER VALVE

REFER TO SHEET IR7 FOR FULL IRRIGATION LEGEND AND SCHEDULE

NOTE: ALL LATERAL LINES SHALL BE 3/4" CLASS 200 PVC UNLESS OTHERWISE NOTED ON PLANS.

ZONE VALVES LABELLED AS "OPEN" ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AIR-ADJ TREE BUBBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 20 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE. BUBBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

VALVE LEGEND SYSTEM A

1A	2A	3A	4A	5A	6A	7A	8A	9A
DRIP	DRIP	DRIP	DRIP	DRIP	DRIP	DRIP	DRIP	DRIP
8.10	1.00	1.5" V	1.5" V	1.5" V	1.5" V	1.5" V	1.5" V	1.5" V
		42.44	24.77	22.00	6.25	24.16	<20.00	25.50
10A	11A	12A	13A	14A	15A	16A	17A	18A
1.5" V	1.5" V	1.5" V	1.5" V	1.5" V	DRIP	1.5" V	1.5" V	1.5" V
41.74	31.60	31.60	35.70	17.66	4.15	23.80	23.80	23.80
19A	20A	21A	22A	23A	24A	25A	26A	
1.5" V	1.5" V	1.5" V	1.5" V	OPEN	1.5" V	1.5" V	1.5" V	
35.70	35.70	31.50	31.60	<20.00	17.38	17.38	17.38	

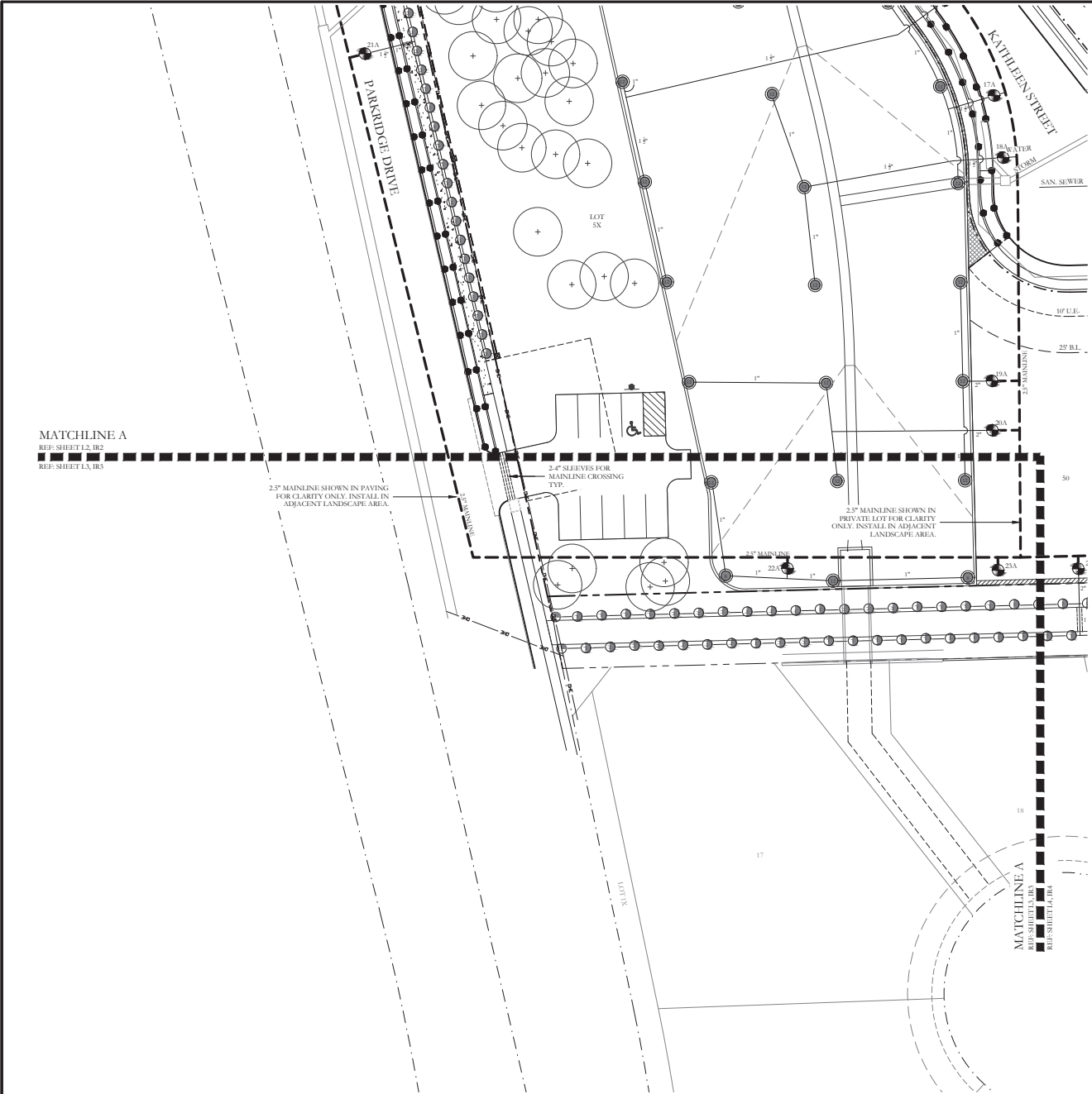
**CODY JOHNSON**  
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EMAIL: CODY@CODYJOHNSONSDRAWING.COM

20 10 0 10 20  
Scale: 1" = 30'-0"

















Bar is one inch on original drawing. If not one inch on the sheet, adjust scale as necessary.  
One Inch

SCREENING AND BUFFERING  
Irrigation Plan  
Lennon Creek  
City of Hickory Creek, Denton County, Texas

CJS PROJECT NO.  
TMH004  
SHEET NO.  
IR2 of 8



IRRIGATION LEGEND AND SCHEDULE

SYM	DESCRIPTION	MANUFACTURER	MODEL	SIZE / NOZZLE
	AUTOMATIC CONTROLLER	HUNTER	REFER TO PLANS	N/A
	DRIp IRRIGATION CONTROL VALVE	HUNTER	RCZ-0H	1"
	DRIp IRRIGATION (LANDSCAPE AREA)	HUNTER	PLD-06-16	N/A
	DRIp IRRIGATION (TURF BEDS)	HUNTER	PLD-06-12	N/A
	DRIp IRRIGATION	HUNTER	NR-ADZ BURBLER (0.5 GPM EACH BURBLER)	1/2"
	REMOTE CONTROL VALVE	HUNTER	RCV-40HG RCV-45HG	REFER TO PLAN FOR SIZE
	LAWN MP ROTATOR	HUNTER	MP ROTATOR	MP100, MP200, MP300, MP500
	4\"/>	HUNTER	STRIP SERIES	MP100S BOND MPR300S 4\"/>
	ROTOR HEAD	HUNTER	PGP SERIES	HALF AND/OR FULL NOZZLE
	WATER METER	---	PER CITY	REFER TO PLAN FOR SIZE
	DOUBLE CHECK VALVE	FERCO	650-BV Series	REFER TO PLAN FOR SIZE
	ISOLATION VALVE	NIBCO	"T-113	LINE SIZE
	WYE STRAINER	FERCO	"650	REFER TO PLAN FOR SIZE
	MASTER VALVE	HUNTER	RCV-40HG RCV-45HG	REFER TO PLAN FOR SIZE
	IRRIGATION SLEEVE	---	SCH. 40 w/ 12 G.A. PULL WIRE IN SLEEVE	REFER TO PLAN FOR SIZE
	IRRIGATION MAIN LINE	---	SCH. 40	REFER TO PLAN FOR SIZE
	IRRIGATION LATERAL LINE	---	CLASS 200	REFER TO PLAN FOR SIZE

- PROGRAM AND STATION NUMBER FOR AUTOMATIC CONTROLLER
- VALVE SIZE IN INCHES
- GALLONS PER MINUTE, PER VALVE

REFER TO SHEET IR7 FOR FULL IRRIGATION LEGEND AND SCHEDULE

NOTE: ALL LATERAL LINES SHALL BE 3/4" CLASS 200 PVC UNLESS OTHERWISE NOTED ON PLANS.

ZONE VALVES LABELLED AS "OPEN" ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AIR-ADZ TREE BUBBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 20 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE BUBBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

VALVE LEGEND SYSTEM A

1A	2A	3A	4A	5A	6A	7A	8A	9A
DRIp	DRIp	1.5" V	1.5" V	1.5" V	DRIp	1.5" V	DRIp	1.5" V
8.10	1.00	42.44	24.77	22.00	0.25	24.16	<20.00	25.50
10A	11A	12A	13A	14A	15A	16A	17A	18A
1.5" V	1.5" V	1.5" V	1.5" V	1" V	DRIp	1.5" V	1.5" V	1.5" V
41.74	31.60	31.60	35.70	17.66	4.15	23.80	23.80	23.80
19A	20A	21A	22A	23A	24A	25A	26A	
1.5" V	1.5" V	1.5" V	1.5" V	OPEN	1.5" V	1.5" V	1.5" V	
35.70	35.70	31.50	31.60	<20.00	37.38	37.38	37.38	

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NORTH

Bar is one inch on original drawing. If not one inch on the sheet, adjust scale as necessary.

One Inch

SCREENING AND BUFFERING

Irrigation Plan

Lennon Creek

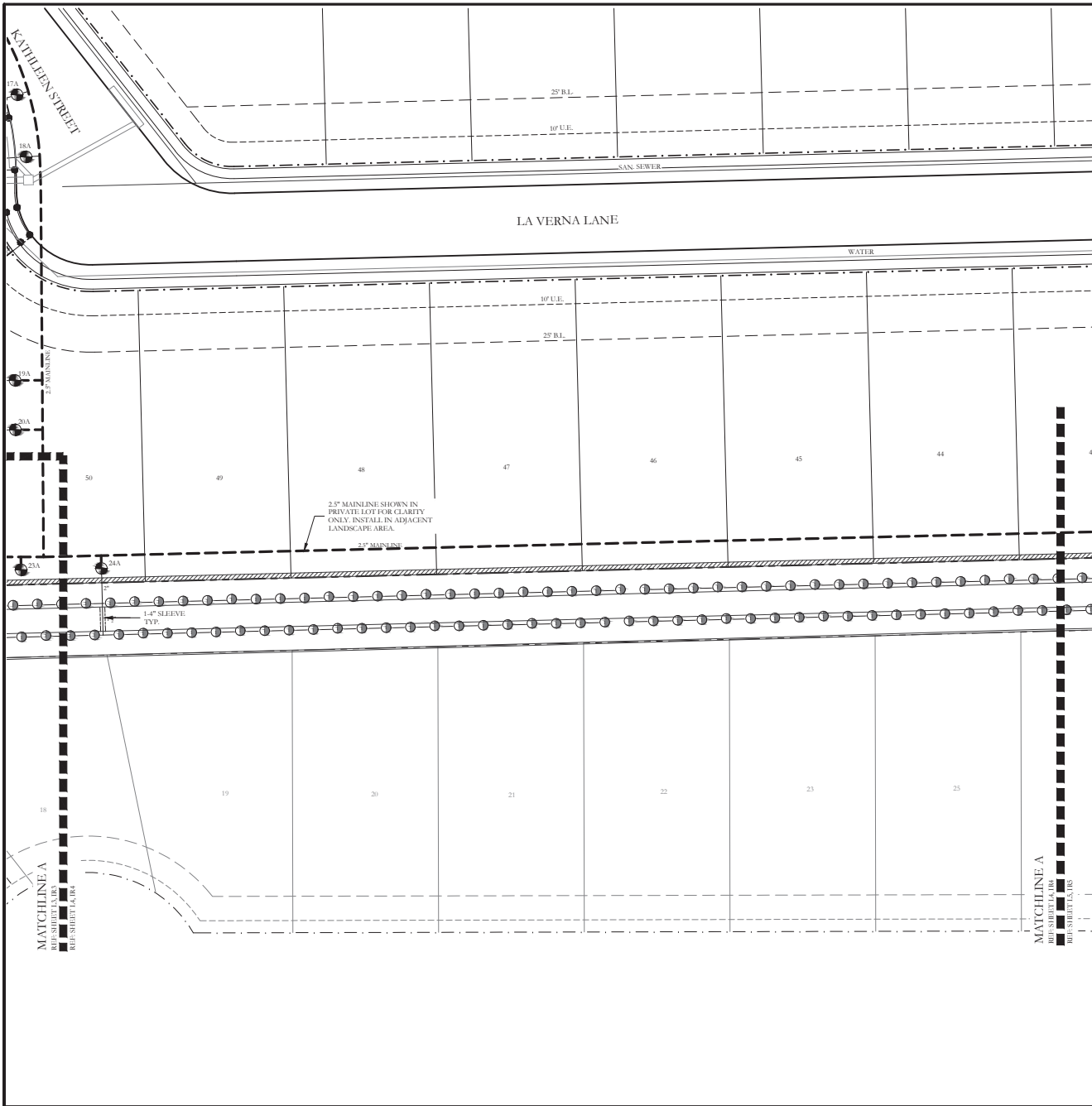
City of Hickory Creek, Denton County, Texas

CJS PROJECT NO.

TMH004

SHEET NO.

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IRRIGATION LEGEND AND SCHEDULE

SYM	DESCRIPTION	MANUFACTURER	MODEL	SIZE / NOZZLE
	AUTOMATIC CONTROLLER	HUNTER	REFER TO PLANS	N/A
	DROP IRRIGATION CONTROL VALVE	HUNTER	RCV-0H	1"
	DROP IRRIGATION (LANDSCAPE AREA)	HUNTER	PLD-06-16	N/A
	DROP IRRIGATION (TURF BEDS)	HUNTER	PLD-06-12	N/A
	DROP IRRIGATION	HUNTER	SPRAY BURBLER @ 5 GPM EACH BURBLER	1/2"
	REMOTE CONTROL VALVE	HUNTER	RCV-40HG RCV-45HG	REFER TO PLAN FOR SIZE
	LAWN MP ROTATOR	HUNTER	MP ROTATOR	MP100, MP200, MP300, MP500
	4" POP UP MP ROTATOR CORNER STRIP	HUNTER	STRIP SERIES	MP100S P100S, MP200S P200S, MP300S P300S, MP500S P500S
	ROTOR HEAD	HUNTER	PGP SERIES	HALF AND/OR FULL NOZZLE
	WATER METER	---	PER CITY	REFER TO PLAN FOR SIZE
	DOUBLE CHECK VALVE	FERCO	800-BV Series	REFER TO PLAN FOR SIZE
	ISOLATION VALVE	NIBCO	"T-113	LINE SIZE
	WYE STRAINER	FERCO	"60	REFER TO PLAN FOR SIZE
	MASTER VALVE	HUNTER	RCV-40HG RCV-45HG	REFER TO PLAN FOR SIZE
	IRRIGATION SLEEVE	---	SCH. 40 w / 12 G.A. PERL WRB IN SLEEVE	REFER TO PLAN FOR SIZE
	IRRIGATION MAIN LINE	---	SCH. 40	REFER TO PLAN FOR SIZE
	IRRIGATION LATERAL LINE	---	CLASS 200	REFER TO PLAN FOR SIZE

- PROGRAM AND STATION NUMBER FOR AUTOMATIC CONTROLLER
- VALVE SIZE IN INCHES
- GALLONS PER MINUTE, PER VALVE

REFER TO SHEET IR7 FOR FULL IRRIGATION LEGEND AND SCHEDULE

NOTE:  
ALL LATERAL LINES SHALL BE 3/4" CLASS 200 PVC UNLESS OTHERWISE NOTED ON PLANS.

ZONE VALVES LABELLED AS "OPEN" ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AFB-AD TREE BURBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 20 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE BURBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

VALVE LEGEND SYSTEM A

1A	2A	3A	4A	5A	6A	7A	8A	9A
DROP	DROP	1.5" V.	1.5" V.	1.5" V.	DROP	1.5" V.	DROP	1.5" V.
8.10	1.00	42.44	24.77	22.00	6.25	24.16	<20.00	25.50
10A	11A	12A	13A	14A	15A	16A	17A	18A
1.5" V.	1.5" V.	1.5" V.	1.5" V.	1" V.	DROP	1.5" V.	1.5" V.	1.5" V.
41.74	31.60	31.60	35.70	17.66	4.15	23.80	23.80	23.80
19A	20A	21A	22A	23A	24A	25A	26A	
1.5" V.	1.5" V.	1.5" V.	1.5" V.	OPEN	1.5" V.	1.5" V.	1.5" V.	
35.70	35.70	31.50	31.60	<20.00	37.38	37.38	37.38	

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June 16, 2021

NORTH

20 10 0 10 20  
Scale: 1" = 20'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

SCREENING AND BUFFERING

Irrigation Plan

Lennon Creek

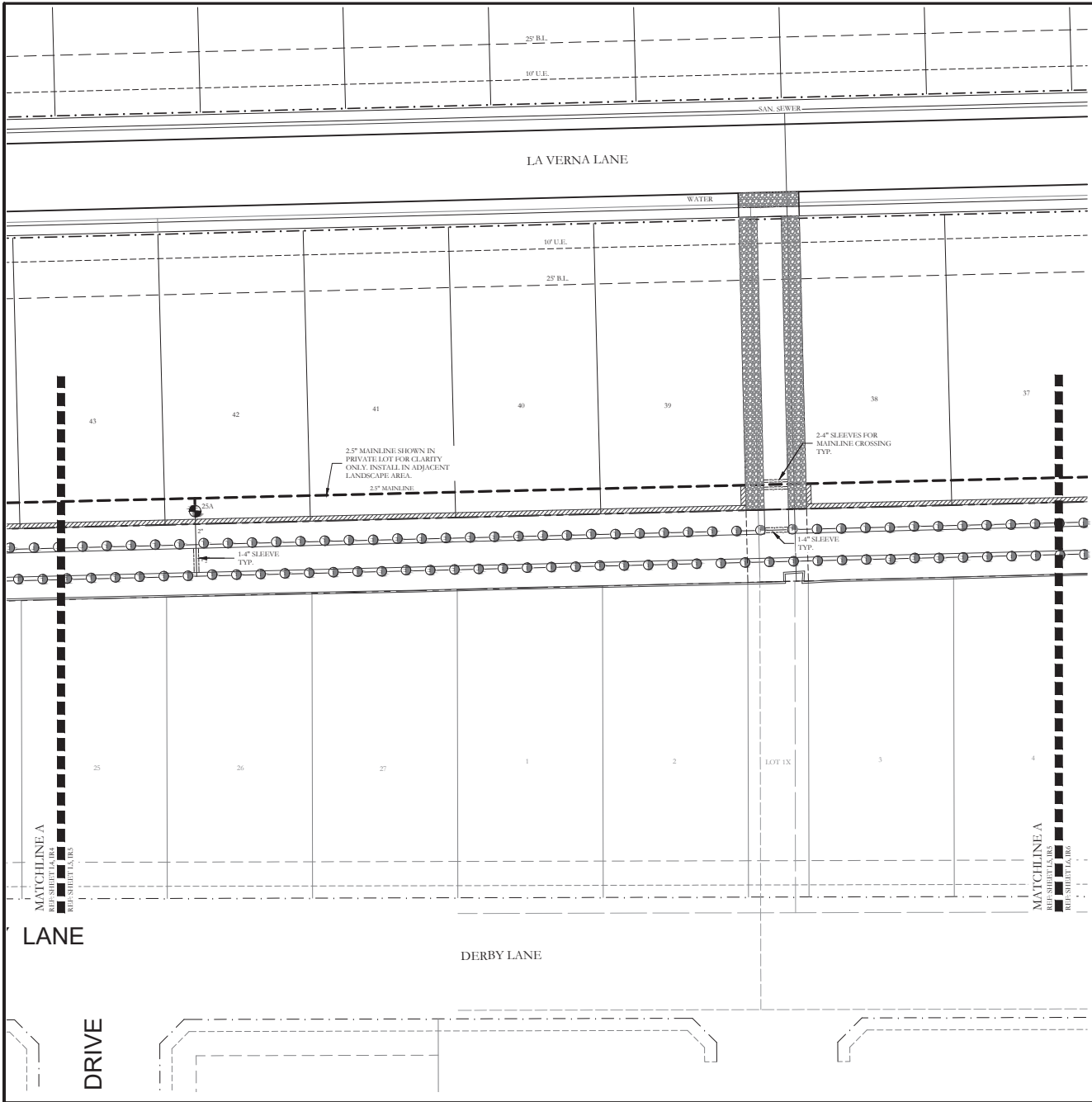
City of Hickory Creek, Denton County, Texas

CJS PROJECT NO.

TMH004

SHEET NO.

IR4 of 8



IRRIGATION LEGEND AND SCHEDULE

SYM	DESCRIPTION	MANUFACTURER	MODEL	SIZE / NOZZLE
	AUTOMATIC CONTROLLER	HUNTER	REFER TO PLANS	N/A
	DROP IRRIGATION CONTROL VALVE	HUNTER	KCZ-0H	1"
	DROP IRRIGATION (LANDSCAPE AREA)	HUNTER	PLD-06-18	N/A
	DROP IRRIGATION (TURF AREA)	HUNTER	PLD-06-12	N/A
	DROP IRRIGATION	HUNTER	SPRAY-BUBBLER @ 0.5 GPM EACH BUBBLER	1/2"
	REMOTE CONTROL VALVE	HUNTER	KCV-40HG KCV-45HG	REFER TO PLAN FOR SIZE
	LAWN MP ROTATOR	HUNTER	MP ROTATOR	MP1000, MP2000, MP3000, MP5000
	4" POP UP MP ROTATOR CORNER STRIP	HUNTER	STRIP SERIES	MP1000S P1000S, MP1000S P1000S COPPER, MP1000S P1000S
	ROTOR HEAD	HUNTER	PGP SERIES	HALF AND/OR FULL NOZZLE
	WATER METER	---	PER CITY	REFER TO PLAN FOR SIZE
	DOUBLE CHECK VALVE	FERCO	800-BV Series	REFER TO PLAN FOR SIZE
	ISOLATION VALVE	NIBCO	"T-113	LINE SIZE
	WYE STRAINER	FERCO	"60	REFER TO PLAN FOR SIZE
	MASTER VALVE	HUNTER	KCV-40HG KCV-45HG	REFER TO PLAN FOR SIZE
	IRRIGATION SLEEVE	---	SCH. 40 w / 12 G.A. PULL WIRE IN SLEEVE	REFER TO PLAN FOR SIZE
	IRRIGATION MAIN LINE	---	SCH. 40	REFER TO PLAN FOR SIZE
	IRRIGATION LATERAL LINE	---	CLASS 200	REFER TO PLAN FOR SIZE

- PROGRAM AND STATION NUMBER FOR AUTOMATIC CONTROLLER
- VALVE SIZE IN INCHES
- GALLONS PER MINUTE, PER VALVE

REFER TO SHEET IR7 FOR FULL IRRIGATION LEGEND AND SCHEDULE

NOTE: ALL LATERAL LINES SHALL BE 3/4" CLASS 200 PVC UNLESS OTHERWISE NOTED ON PLANS.

ZONE VALVES LABELLED AS "OPEN" ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AFB-AD TREE BUBBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 20 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE BUBBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

VALVE LEGEND SYSTEM A

1A	2A	3A	4A	5A	6A	7A	8A	9A
DROP	DROP	1.5" V	1.5" V	1.5" V	DROP	1.5" V	DROP	1.5" V
8.10	1.00	42.44	24.77	22.00	0.25	24.16	<20.00	25.50
10A	11A	12A	13A	14A	15A	16A	17A	18A
1.5" V	1.5" V	1.5" V	1.5" V	1" V	DROP	1.5" V	1.5" V	1.5" V
41.74	31.60	31.60	35.70	17.66	4.15	23.80	23.80	23.80
19A	20A	21A	22A	23A	24A	25A	26A	
1.5" V	1.5" V	1.5" V	1.5" V	OPEN	1.5" V	1.5" V	1.5" V	
35.70	35.70	31.50	31.60	<20.00	37.38	37.38	37.38	

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Scale: 1" = 20'-0"

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One Inch

SCREENING AND BUFFERING

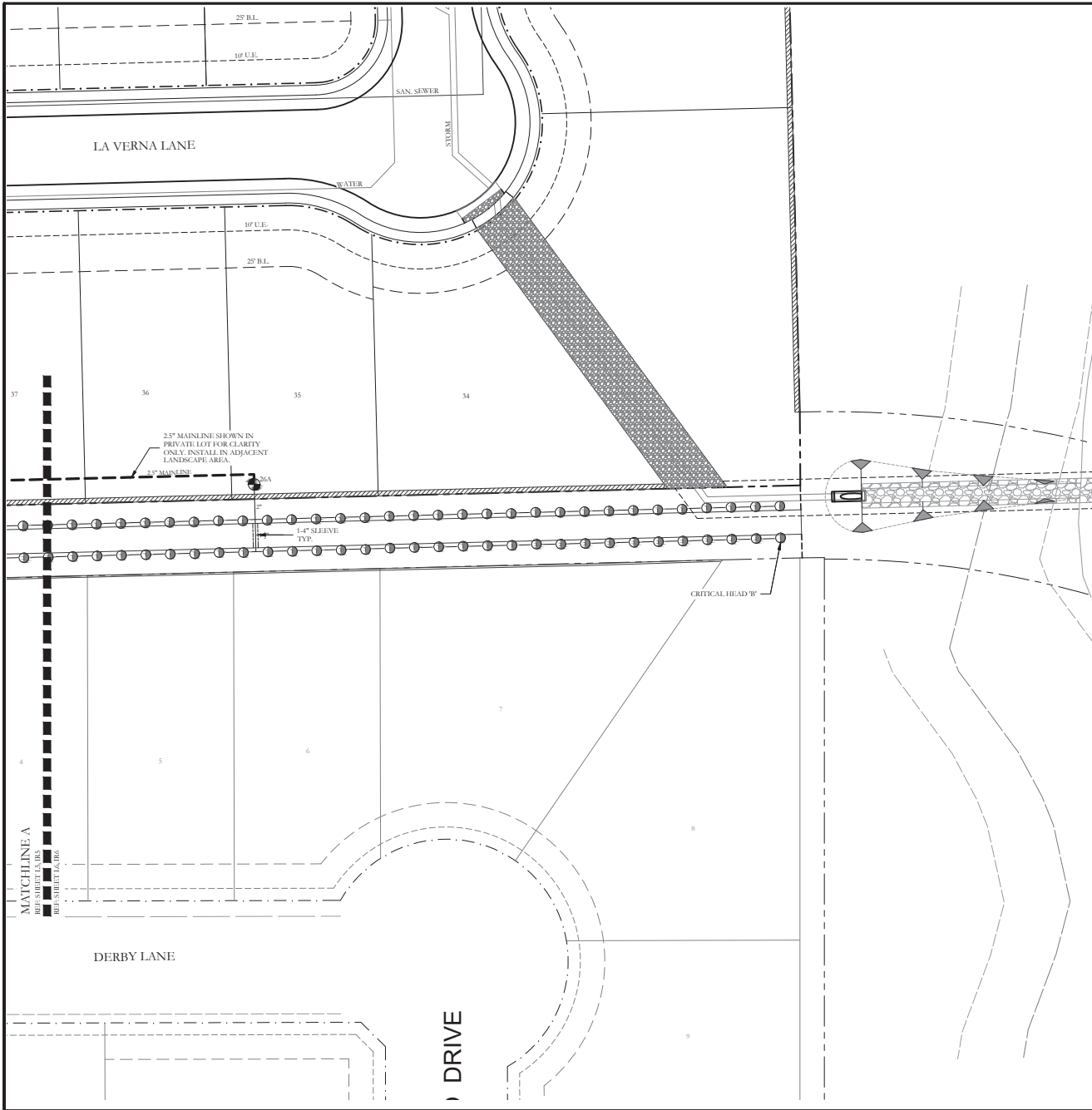
Irrigation Plan

Lennon Creek

















City of Hickory Creek, Denton County, Texas

CJS PROJECT NO.  
TMH004

SHEET NO.  
IR5 of 8



IRRIGATION LEGEND AND SCHEDULE

SYM	DESCRIPTION	MANUFACTURER	MODEL	SIZE / NOZZLE
	AUTOMATIC CONTROLLER	HUNTER	REFER TO PLANS	N/A
	DROP IRRIGATION CONTROL VALVE	HUNTER	ICZ-0H	1"
	DROP IRRIGATION (LANDSCAPE AREA)	HUNTER	PLD-06-18	N/A
	DROP IRRIGATION (TURF BEDS)	HUNTER	PLD-06-12	N/A
	DROP IRRIGATION	HUNTER	NR-ADZ BURBLER @ 0.5 GPM EACH BURBLER	1/2"
	REMOTE CONTROL VALVE	HUNTER	RCV-40HG RCV-45HG	REFER TO PLAN FOR SIZE
	LAWN MP ROTATOR	HUNTER	MP ROTATOR	MP1000, MP2000, MP3000, MP5000
	4\"/>	HUNTER	STRIP SERIES	MP12515 RYDER MP12515-35 RYDER MP12515-50 RYDER MP12515-75 RYDER
	ROTOR HEAD	HUNTER	PGP SERIES	HALF AND/OR FULL NOZZLE
	WATER METER	---	PER CITY	REFER TO PLAN FOR SIZE
	DOUBLE CHECK VALVE	FERCO	800-BV Series	REFER TO PLAN FOR SIZE
	ISOLATION VALVE	NIBCO	"T-113	LINE SIZE
	WYE STRAINER	FERCO	"60	REFER TO PLAN FOR SIZE
	MASTER VALVE	HUNTER	RCV-40HG RCV-45HG	REFER TO PLAN FOR SIZE
	IRRIGATION SLEEVE	---	SCH. 40 w/ 12 G.A. PELL WIRE SLEEVE	REFER TO PLAN FOR SIZE
	IRRIGATION MAIN LINE	---	SCH. 40	REFER TO PLAN FOR SIZE
	IRRIGATION LATERAL LINE	---	CLASS 200	REFER TO PLAN FOR SIZE

- PROGRAM AND STATION NUMBER FOR AUTOMATIC CONTROLLER
- VALVE SIZE IN INCHES
- GALLONS PER MINUTE, PER VALVE

REFER TO SHEET IR7 FOR FULL IRRIGATION LEGEND AND SCHEDULE

NOTE:  
ALL LATERAL LINES SHALL BE 3/4" CLASS 200 PVC UNLESS OTHERWISE NOTED ON PLANS.

ZONE VALVES LABELED AS "OPEN" ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AIR-ADZ TREE BURBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 20 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE BURBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

VALVE LEGEND SYSTEM A

1A	2A	3A	4A	5A	6A	7A	8A	9A
DROP	DROP	1.5" V	1.5" V	1.5" V	DROP	1.5" V	DROP	1.5" V
8.10	1.00	42.44	24.77	22.00	0.25	24.16	<20.00	25.50
10A	11A	12A	13A	14A	15A	16A	17A	18A
1.5" V	1.5" V	1.5" V	1.5" V	1" V	DROP	1.5" V	1.5" V	1.5" V
41.74	31.60	31.60	35.70	17.66	4.15	23.80	23.80	23.80
19A	20A	21A	22A	23A	24A	25A	26A	
1.5" V	1.5" V	1.5" V	1.5" V	0.0028	1.5" V	1.5" V	1.5" V	
35.70	35.70	31.50	31.60	<20.00	37.38	37.38	37.38	

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SEAL

CODY L. JOHNSON  
17132

June 16, 2021

North Arrow

Scale: 1" = 20'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

SCREENING AND BUFFERING

Irrigation Plan

Lennon Creek

City of Hickory Creek, Denton County, Texas


















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
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
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IR6 of 8

IRRIGATION LEGEND AND SCHEDULE

SYM	DESCRIPTION	MANUFACTURER	MODEL	SIZE / NOZZLE	NOTES
	AUTOMATIC CONTROLLER	HUNTER	REFER TO PLANS	N/A	INSTALL PER MANUFACTURERS STANDARDS. IN ADDITION, INSTALL SOLAR-JONG SYSTEM BY HUNTER.
	DRIP IRRIGATION CONTROL VALVE	HUNTER	ICZ-101	1"	INSTALL PER DETAIL. IN 1" ROUND BOX w/ BRKT DOWN LID. ROUT AND PUMP VALVE NUMBER ON LID.
	DRIP IRRIGATION (LANDSCAPE HEAD)	HUNTER	PLD-60-18	N/A	INSTALL PER DETAIL. w/ 40 PSI AT OUTFLOW OF DRIP ZONE VALVE.
	DRIP IRRIGATION (TURF HEAD)	HUNTER	PLD-60-12	N/A	INSTALL PER DETAIL. w/ 40 PSI AT OUTFLOW OF DRIP ZONE VALVE.
	DRIP IRRIGATION	HUNTER	AFB-ADJ BUBBLER (0.5 GPM EACH BUBBLER)	1/2"	INSTALL PER DETAIL. w/ 40 PSI AT BASE OF HEAD. INSTALL 1/4" GPM/LARGE SHOW TREE AND 1/2" GPM/CORN TREES. INSTALL ON ALL PROPOSED TREES. SEE LANDSCAPE PLANS.
	REMOTE CONTROL VALVE	HUNTER	ICV-51SG ICV-51SG	Refer to Plan for Size	INSTALL PER DETAIL. IN 1" ROUND PENTEX VALVE BOX WITH BRKT DOWN LID. ROUT AND PUMP VALVE NUMBER ON LID.
	LAWN MP ROTATOR	HUNTER	MP ROTATOR MP1000, MP1000N, MP1000S, MP1050		INSTALL PER DETAIL. w/ 40 PSI AT BASE OF HEAD. INSTALL ON 1/2" FLEX PIPE. ALL SPRAY BODIES. INSTALL NOZZLES ON 4" PPS4 SPRAY BODIES.
	4" MP ROTATOR CORNER STRIP	HUNTER	STRIP SERIES MP125E IVORY MP1035H COPPER MP1035B BROWN		INSTALL PER DETAIL. w/ 40 PSI AT BASE OF HEAD. INSTALL ON 1/2" FLEX PIPE. ALL SPRAY BODIES. INSTALL NOZZLES ON 4" PPS4 SPRAY BODIES.
	ROTOR HEAD	HUNTER	PCR SERIES 89 & 912 HALF AND/OR FULL NOZZLE		INSTALL PER DETAIL. w/ 50 PSI AT BASE OF HEAD. INSTALL 1/4" GPM/175-211 SPRING JOINTS (OR APPROVED EQUIV.) ON ALL ROTORS.
	WATER METER	---	PER CITY	REFER TO PLAN FOR SIZE	INSTALLED BY GENERAL CONTRACTOR
	DOUBLE CHECK VALVE	FERCO	850-BV Series	REFER TO PLAN FOR SIZE	FUNCTION AND INSTALL PER LOCAL CODE BY LICENSED IRRIGATION CONTRACTOR.
	ISOLATION VALVE	NIBCO	"T-113	LINE SIZE	INSTALL PER DETAIL. IN 12"x1" PENTEX VALVE BOX WITH BRKT DOWN LID.
	WYE STRAINER	FERCO	"850	REFER TO PLAN FOR SIZE	INSTALL PER DETAIL. IN 12"x1" PENTEX VALVE BOX WITH BRKT DOWN LID.
	MASTER VALVE	HUNTER	ICV-51SG ICV-51SG	REFER TO PLAN FOR SIZE	INSTALL PER DETAIL. IN 12"x1" PENTEX VALVE BOX WITH BRKT DOWN LID.
	IRRIGATION SLEEVE	---	SG1 40"x 12' CL. PULL WIRE IN SLEEVE	REFER TO PLAN FOR SIZE	DRIVEWAY SLEEVES INSTALLED BY GENERAL CONTRACTOR. SIDEWALK SLEEVES INSTALLED BY IRRIGATION CONTRACTOR.
	IRRIGATION MAIN LINE	---	SG1 40"	REFER TO PLAN FOR SIZE	18" INSTALLATION DEPTH.
	IRRIGATION LATERAL LINE	---	CLASS 200	REFER TO PLAN FOR SIZE	12" INSTALLATION DEPTH STANDARD. 16" INSTALLATION DEPTH UNDER PAVING.

 PROGRAM AND STATION NUMBER FOR AUTOMATIC CONTROLLER

 VALVE SIZE IN INCHES

 GALLONS PER MINUTE, PER VALVE

TWO-WIRE IRRIGATION NOTES

- PROVIDE A COMPLETE, FUNCTIONING AUTOMATIC IRRIGATION SYSTEM INCLUDING LABOR, MATERIALS, FEES, TAXES, EQUIPMENT, AND OTHER COSTS INCIDENTAL TO ACCOMPLISHING WORK. ACQUIRE WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OR LICENSED IRRIGATOR FOR MATERIAL SUBSTITUTES PRIOR TO BEGINNING INSTALLATION.
- FORTY EIGHT (48) HOURS BEFORE IRRIGATION CONSTRUCTION BEGINS, IRRIGATION CONTRACTOR MUST CALL (800) DRO-TISS AND IS RESPONSIBLE FOR LOCATING EXISTING UNDERGROUND UTILITIES AND/OR OBSTACLES PRIOR TO BEGINNING WORK. ANY DAMAGE TO UTILITIES AND/OR FINISHES FROM INSIDE WORKMANSHIP BY THE IRRIGATION CONTRACTOR SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
- PIPING IS DIAGRAMMATIC AND SHOWN FOR CLARITY ONLY. AS REQUIRED FOR EXISTING UTILITIES, OBSTRUCTIONS, TREE ROOT BALLS, ETC. PIPING AND VALVES SHOWN IN PAVING FOR CLARITY ONLY AND SHALL BE INSTALLED IN ADJACENT LANDSCAPE AREA. COORDINATE WITH THE CITY OR ENTITY INSPECTING THE IRRIGATION SYSTEM AND DETERMINE THE LOCAL RULES AND CODES TO ABIDE BY REGARDING MAINLINE AND LATERAL PIPING LOCATIONS.
- COORDINATE SLEEVE AND CONDUIT REQUIREMENTS WITH GENERAL CONTRACTOR. IRRIGATION SLEEVES SHALL BE AS FOLLOWS:
  - SLEEVES INTENDED FOR LATERAL LINES ARE TO BE ONE-FOUR INCH SLEEVE AND ARE TO BE NO MORE THAN A DEPTH OF TWO FEET BELOW TOP OF CURB. SLEEVES SHOULD EXTEND A MINIMUM OF 2" BEYOND BACK OF CURB.
  - SLEEVES INTENDED FOR THE 2.5" MAINLINE ARE TO BE TWO-FOUR INCH SLEEVES SIDE BY SIDE AND ARE TO BE NO MORE THAN A DEPTH OF TWO FEET BELOW TOP OF CURB. SLEEVES SHOULD EXTEND A MINIMUM OF 6" BEYOND BACK OF CURB.
- LOCATE EACH END OF IRRIGATION SLEEVES DIMENSIONALLY ON THE RECORD "AS BUILT" DRAWINGS.
- THE IRRIGATION CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE IRRIGATION SYSTEM WITH THE LANDSCAPE CONTRACTOR TO ENSURE ALL PLANT MATERIAL WILL BE WATERED IN ACCORDANCE WITH THE INTENT OF THE PLANS AND SPECIFICATIONS.
- THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO PLANT MATERIAL DUE TO SYSTEM FAILURE FROM INSIDE WORKMANSHIP FOR THE DURATION OF THE INSTALLATION OF PLANT MATERIAL AND MAINTENANCE PERIOD FOLLOWING INSTALLATION.
- THE IRRIGATION CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIAL NECESSARY TO HAND DIG WITHIN ALL EXISTING TREE ZONES AT NO ADDITIONAL COST TO THE OWNER. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO STAKE AND RECEIVE APPROVAL FROM ALL DISCIPLINES PRIOR TO AN TRENCING AND HAND DIGGING IN AREAS OF EXISTING TREE ZONES OR ANY OTHER AREAS THAT MIGHT BE QUESTIONABLE.
- EXTEND EXTRA WIRE AND MAINLINE PAST THE FARTHEST VALVE, ROUTED PARALLEL AND PLACE IN 2"x2" PENTEX VALVE BOX. WORK WERE NOTED ON PLANS FOR FUTURE EXPANSION OF IRRIGATION SYSTEM AT A LATER DATE.
- TWO WIRE PATH SHALL BE DIRECT BURIAL 14 AWG OR STANDARD DECODER CABLE BY HUNTER WITH YELLOW JACK (ODDYS), RATED FOR DIRECT BURIAL APPLICATIONS. IF 1/4" APPROVED HUNTER ICD DECODES SHALL BE USED ON ALL ZONE VALVE CONNECTIONS TO TWO WIRE PATH. CONTRACTOR TO USE MANUFACTURERS RECOMMENDATIONS OF WIRE SPLICING AND BURIAL TECHNIQUES AS DETAILED AT WWW.HUNTERINDUSTRIES.COM.
- THE OWNER AND/OR LANDSCAPE ARCHITECT SHALL DETERMINE THE FINAL CONTROLLER LOCATION. THE IRRIGATION CONTRACTOR SHALL MAKE FINAL ELECTRICAL CONNECTION OF CONTROLLER PER LOCAL ELECTRICAL CODE. PROVIDE ALL NECESSARY FUSE BOXES, CONDUIT, FITTINGS, CONNECTORS OR OTHER ELECTRICAL DEVICES TO MAKE CONNECTION. OWNER SHALL PROVIDE ELECTRICAL SERVICE WITHIN 10 LINEAL FEET OF CONTROLLER LOCATION UNLESS NOTED OTHERWISE ON DRAWINGS.
- CONNECT REMOTE SENSORS TO CONTROLLER WITH GROUND WIRE IN SERIES PRIOR TO CONNECTING TO REMOTE CONTROL VALVES.
  - ALL P.V.C. MAINLINES AND LATERAL LINES SHALL RECEIVE AS FOLLOWS:
    - 18" MINIMUM COVER FOR MAIN LINES
    - 18" MINIMUM COVER FOR PIPING LOCATED UNDER PAVING
    - 12" MINIMUM COVER FOR LATERAL LINES
  - THE MINIMUM DISTANCE BETWEEN THE MAINLINE AND LATERAL LINE FITTINGS (EXCEPT FOR REDUCER BUSINGS) SHALL BE 18".
  - THE MINIMUM HORIZONTAL DISTANCE OF 36" SHALL BE MAINTAINED BETWEEN ANY VALVES THAT ARE INSTALLED SIDE BY SIDE.
  - WHERE SERVICE TREES ARE INSTALLED ON THE MAINLINE FOR INSTALLATION OF THE ELECTRIC VALVES AND/OR QUICK COUPLING VALVES, THE CONTRACTOR SHALL LIMIT THE NUMBER OF THESE PER SERVICE TEE. DO NOT INSTALL MORE THAN A TOTAL OF EITHER THREE ELECTRIC VALVES OR A COMBINATION OF TWO ELECTRIC VALVES AND ONE QUICK COUPLER VALVE AT EACH TEE. THE MINIMUM DISTANCE BETWEEN FITTINGS SHALL BE 18" AS REFERENCED IN THE ABOVE NOTES.
  - ALL PVC PIPE AND FITTINGS ARE TO BE PRIMED WITH PURPLE PVC PRIMER SOLVENT BEFORE APPLYING PVC CEMENT IN ACCORDANCE WITH THE UNIFORM PLUMBING CODE.
  - INSTALL QUICK COUPLING VALVES IN 12"x1" PENTEX VALVE BOXES PER DETAIL SHOWN. CONNECT QUICK COUPLING VALVES TO MAINLINE PIPE WITH LASCO UNFITTED, O-RING SWING JOINTS PER DETAIL SHOWN. #772-22 SUPPLY OWNER WITH THREE COUPLER KEYS WITH SNIWEL HOSE BUBB LACH, BUCK-10 AND #814-0 RESPECTIVELY. VALVES TO BE INSTALLED SO THAT THE TOP OF THE QUICK COUPLER IS 2" BELOW BOTTOM OF VALVE BOX LID. PURPLE LID SHALL READ "NON-POTABLE, NOT SAFE FOR DRINKING" IN ENGLISH AND SPANISH.
  - ALL LATERAL LINES SHALL BE 1/4" CLASS 200 PVC UNLESS OTHERWISE NOTED ON PLANS.
  - ZONE VALVES LABELED AS "OPEN" ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AFB-ADJ TREE BUBBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 5 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE, BUBBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.
  - ALL STATE OF TEXAS LAWS, RULES AND ALL LOCAL CODES/ORDINANCES AREA MADE PART OF THESE PLANS AND SPECIFICATIONS WHETHER SHOWN OR NOT. THESE LAWS AND ORDINANCES WILL SUPERSEDE THE PLANS, DETAILS, AND/OR SPECIFICATIONS FOR THIS PROJECT. THE IRRIGATION CONTRACTOR IS CAUTIONED THAT HE/SHE IS TO INCLUDE ANY AND ALL COST NECESSARY TO MEET OR EXCEED THE LAWS OF THE STATE OF TEXAS AND LOCAL CODES CONCERNING LANDSCAPE IRRIGATION.
  - INCLUDE THE FOLLOWING ALLOWANCES FOR PROVIDING AND INSTALLING AIR RELIEF VALVES AND FLUSH VALVES FOR THE DRIP SYSTEM. EXACT QUANTITY AND LOCATION OF THESE DEVICES WILL BE DETERMINED AT THE TIME OF INSTALLATION. IN GENERAL, ALL AIR RELIEF VALVES WILL BE INSTALLED AT THE HIGH POINTS AND FLUSH VALVES WILL BE INSTALLED AT THE LOW POINTS OF EXHAUST HEADER. ALLOW FOR APPROXIMATELY (1) AIR RELIEF AND APPROXIMATELY ONE (1) FLUSH VALVE FOR EACH DRIP ZONE KIT.
  - INCLUDE THE FOLLOWING ALLOWANCE FOR PROVIDING AND INSTALLING DRIP INDICATOR FOR THE DRIP SYSTEM. LOCATION OF DRIP INDICATOR SHOULD BE CENTERED IN DRIP ZONE.

HYDRAULIC CALCULATION NOTES

TEN DAYS PRIOR TO COMMENCING WORK, VERIFY STATIC PRESSURE. IF STATIC PRESSURE IS LESS THAN THE ASSUMED STATIC PRESSURE, DO NOT START WORK UNTIL NOTIFIED IN WRITING TO PROCEED BY OWNER. IF CONTRACTOR PROCEEDS WITH WORK WITHOUT AUTHORIZATION FROM OWNER, THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE TO CORRECT, MODIFY OR REPAIR ANY ITEMS OR MATERIALS THAT MAY BE REQUIRED TO PROVIDE A FULLY FUNCTIONING AND OPERATIONAL IRRIGATION SYSTEM IN COMPLIANCE WITH THE PLANS AND SPECIFICATIONS. HYDRAULIC CALCULATIONS FOR THIS SYSTEM ARE BASED ON THE STATIC PRESSURE AS STATED ABOVE. THE STATIC PRESSURE SHOWN IS AN ASSUMED PRESSURE, A PRESSURE MEASURED AT THE SITE, OR AN ESTIMATED PRESSURE PROVIDED BY THE COUNTY OR CITY. THE OWNER UNDERSTANDS THIS PROJECT MAY NOT PROVIDE 100% COVERAGE AT ALL TIMES.

HYDRAULIC CALCULATION (LARGEST ROTOR ZONE)			
ITEM	SIZE	PSI	NOTES
SERVICE	1.5"	1.69	TYPE "K" COPPER 20 I.N. FT. (35.70 GPM)
WATER METER	1.5"	2.70	(35.70 GPM)
BALL VALVE	1.5"	1.00	(35.70 GPM)
WYE FILTER	1.5"	0.30	(35.70 GPM)
BACKFLOW PREVENTER	1.5"	4.00	(35.70 GPM)
MASTER VALVE	1.5"	1.70	(35.70 GPM)
MAIN LINE	2.5"	1.47	350 LINEAR FEET (35.70 GPM)
MAIN LINE (LOOP)	2.5"	0.76	633 LINEAR FEET (17.85 GPM)
ZONE VALVE (2A)	1.5"	1.70	(35.70 GPM)
LATERAL PIPING	N/A	1.47	
CRITICAL HEAD "A"	N/A	50.00	
TOTAL LOSS		66.19	
ASSUMED STATIC PRESSURE		75.00	
PRESSURE DIFFERENTIAL		-8.81	

HYDRAULIC CALCULATION (FARTHEST HEAD)			
ITEM	SIZE	PSI	NOTES
SERVICE	1.5"	1.20	TYPE "K" COPPER 20 I.N. FT. (37.38 GPM)
WATER METER	1.5"	3.40	(37.38 GPM)
BALL VALVE	1.5"	1.00	(37.38 GPM)
WYE FILTER	1.5"	0.30	(37.38 GPM)
BACKFLOW PREVENTER	1.5"	4.00	(37.38 GPM)
MASTER VALVE	1.5"	1.70	(37.38 GPM)
MAIN LINE	2.5"	7.84	1705 LINEAR FEET (37.38 GPM)
ZONE VALVE (2A)	1.5"	1.70	(37.38 GPM)
LATERAL PIPING	N/A	2.47	
CRITICAL HEAD "B"	N/A	40.00	
TOTAL LOSS		63.61	
ASSUMED STATIC PRESSURE		75.00	
PRESSURE DIFFERENTIAL		-11.39	

HYDRAULIC CALCULATION (LARGEST ZONE)			
ITEM	SIZE	PSI	NOTES
SERVICE	1.5"	1.69	TYPE "K" COPPER 20 I.N. FT. (42.44 GPM)
WATER METER	1.5"	2.70	(42.44 GPM)
BALL VALVE	1.5"	1.00	(42.44 GPM)
WYE FILTER	1.5"	0.30	(42.44 GPM)
BACKFLOW PREVENTER	1.5"	4.00	(42.44 GPM)
MASTER VALVE	1.5"	1.70	(42.44 GPM)
MAIN LINE	2.5"	1.47	350 LINEAR FEET (42.44 GPM)
ZONE VALVE (3A)	1.5"	1.70	(42.44 GPM)
LATERAL PIPING	N/A	3.74	
CRITICAL HEAD "C"	N/A	50.00	
TOTAL LOSS		67.70	
ASSUMED STATIC PRESSURE		75.00	
PRESSURE DIFFERENTIAL		-7.30	

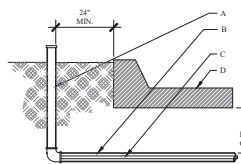
**CODY JOHNSON**  
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Bar is one inch on original drawing. If not one inch on the sheet, adjust scale as necessary.

One Inch

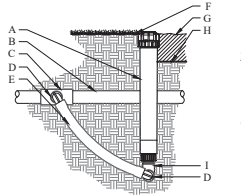
SCREENING AND BUFFERING  
Irrigation Details  
Lennon Creek  
City of Hickory Creek, Denton County, Texas



- GENERAL NOTES:**
- NO DIRECT CONNECTION TO SLEEVE SHALL BE ALLOWED. SLEEVE SIZE SHALL BE TWO (2) SIZES LARGER THAN THE PIPE TO BE SLEEVED.
  - MARK BACK HARDWARE WITH SYMBOL "S" TO INDICATE THAT A SLEEVE IS BELOW.
  - INSTALL WIRING IN SEPARATE SLEEVE FROM LATERAL AND MAINLINE PIPING.
- CONSTRUCTION NOTES:**
- TEMPORARY RISER AND CAP.
  - SCH 40 PVC IRRIGATION SLEEVE - SEE PLAN.
  - PVC MAINLINE, LATERAL OR WIRING - SEE PLAN.
  - PAVING.

IRRIGATION SLEEVES

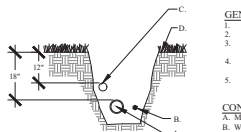
NOT TO SCALE



- CONSTRUCTION NOTES:**
- ECO INDICATOR - ICC2
  - LATERAL PIPE PER PLAN
  - PPT CONNECTION FROM LATERAL
  - SPIRAL BARB ELBOW - 1/2" BORE X 1/2"
  - PLUG - TURNING - FLEXING
  - FINISHED GRADE IN TUB
  - ADJACENT MULCH
  - FINISHED GRADE IN PLANTER BED
  - MARLEX STREET ELBOW

ECO INDICATOR WITH FLEX TUBING

NOT TO SCALE

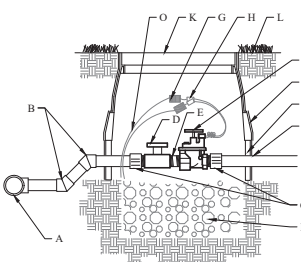


- GENERAL NOTES:**
- REST PIPE FIRMLY ON TRENCH BOTTOM.
  - SNAKE PIPE FROM SIDE TO SIDE.
  - DO NOT STACK PIPE IN TRENCH. PROVIDE HORIZONTAL SEPARATION.
  - MAINTAIN 2" MINIMUM SEPARATION BETWEEN MAINLINE AND LATERAL LINE PIPING.
  - BUNDLE WIRES AT 20 FT. INTERVALS.

- CONSTRUCTION NOTES:**
- MAINLINE PIPING - 1/2" MINIMUM COVER
  - WIRE BUNDLE - TAP PER SPECIFICATIONS
  - LATERAL LINE PIPING - 12" MINIMUM COVER
  - FINISH GRADE

IRRIGATION TRENCH

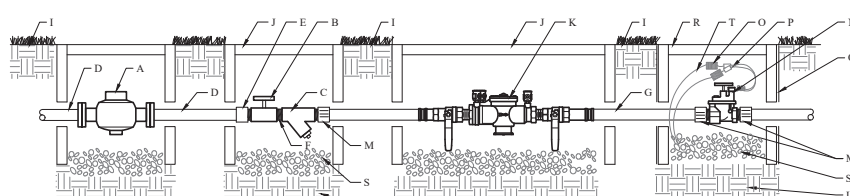
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- GENERAL NOTES:**
- INSTALL PEA GRAVEL FLUSH WITH BOTTOM OF PIPE AND VALVE.
  - MAINLINE SHALL HAVE A MINIMUM OF 18" COVER AND LATERAL LINE SHALL HAVE A MINIMUM OF 12" COVER.
  - PROVIDE A 3/4" WIRE EXPANSION COIL AT EACH DRY SPICE WIRE CONNECTION.
  - CENTER VALVE ASSEMBLY IN VALVE BOX.
- CONSTRUCTION NOTES:**
- PVC SERVICE TEE
  - SCH 40 45° BEND
  - SCH 40 MALE ADAPTER
  - SCH 40 BALL VALVE
  - GRAY SCH 40 SHORT NIPPLE (TIE)
  - AUTOMATIC VALVE
  - WIRE COIL
  - WATERPROOF WIRE CONNECTORS
  - LATERAL PIPE
  - 10 ML BLACK PLASTIC
  - ARMOR 12" STANDARD VALVE BOX WITH COVER AND PENTAGON LOCK. ROUT AND PAINT VALVE NUMBER ON TOP OF LID.
  - SET 2" ABOVE FINISH GRADE
  - FINISH GRADE
  - WASHED PEA GRAVEL - 6" DEPTH MIN
  - 6" VALVE BOX EXTENSIONS AS REQUIRED
  - VALVE WIRING

ELECTRIC VALVE

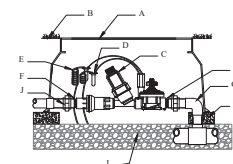
NOT TO SCALE



- CONSTRUCTION NOTES:**
- WATER METER (SIZE PER PLAN)
  - BALL VALVE (SIZE PER LINE)
  - WYE STRAINER (SIZE PER LINE)
  - TYPE "K" COPPER PIPE
  - COPPER SXT COUPLING
  - THE NIPPLE
  - PIPE PER CITY CODE
  - COUPLING
  - FINISH GRADE
  - 12" TIE VALVE BOX. SET FLUSH WITH FINISH GRADE
  - DOUBLE CHECK VALVE ASSEMBLY
  - COMPACTED SUBGRADE
  - MALE ADAPTER
  - WIRE COIL
  - WATERPROOF WIRE CONNECTORS
  - 10 ML BLACK PLASTIC
  - 18" RD VALVE BOX. SET 2" ABOVE FINISH GRADE
  - WASHED PEA GRAVEL - 6" DEPTH MIN
  - VALVE WIRING

BACKFLOW PREVENTER CONNECTION

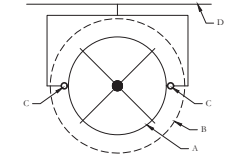
NOT TO SCALE



- CONSTRUCTION NOTES:**
- JUMBO VALVE BOX
  - FINISH GRADE
  - DRIP ZONE KIT, MODEL ICZ-101
  - WATERPROOF CONNECTOR (2)
  - 10-24" COILED WIRE
  - SCH 40 T & W NIPPLE
  - MAINLINE PIPING AND FITTINGS
  - HURK SUPPORTS (4)
  - 3/4" MINUS WASHED GRAVEL
  - PVC SLIP UNIONS (2)

DRIP CONTROL ZONE

NOT TO SCALE





November 9, 2021  
AVO 37638.200

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

**RE: Sycamore Cove – Site Plan  
1<sup>st</sup> Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek approved a Preliminary Plat, Final Plat, and Construction Plans for Sycamore Cove in September 2020, June 2021, and July 2021 respectively. A Site Plan was submitted for review November 4, 2021. The engineer is Kimley-Horn and Associates. The owner is Sycamore Cove-Hickory Creek, L.P.

**Halff recommends approval of the Site Plan.** The submitted Site Plan matches the proposed improvements and plat previously reviewed and approved.

Sincerely,

**HALFF ASSOCIATES, INC.**  
TBPELS Engineering Firm No. 312



A handwritten signature in blue ink, appearing to read "Lee Williams", is written over a light blue circular stamp.

Lee Williams, PE  
Town Engineer for the Town of Hickory Creek

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



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
13	S 44°44'34" E	21.19	130	S 82°02'11" W	119.28	131	N 56°12'54" E	35.36	132	S 82°02'11" W	119.28
14	N 49°10'08" W	21.19	131	S 82°03'34" E	15.29	132	N 44°44'34" E	35.80	133	N 89°50'14" E	23.37
15	N 49°10'08" W	21.19	132	S 82°03'34" E	15.29	133	N 44°44'34" E	35.80	134	N 89°50'14" E	23.37
16	N 49°10'08" W	21.19	133	N 02°02'11" W	117.14	134	S 01°11'54" E	35.80	135	N 89°50'14" E	23.37
17	N 49°10'08" W	21.19	134	S 01°11'54" E	35.80	135	N 89°50'14" E	23.37	136	N 89°50'14" E	23.37
18	N 49°10'08" W	21.19	135	N 89°50'14" E	23.37	136	S 01°11'54" E	35.80	137	N 89°50'14" E	23.37
19	N 49°10'08" W	21.19	136	S 01°11'54" E	35.80	137	N 89°50'14" E	23.37	138	N 89°50'14" E	23.37
20	N 49°10'08" W	21.19	137	N 89°50'14" E	23.37	138	S 01°11'54" E	35.80	139	N 89°50'14" E	23.37
21	N 49°10'08" W	21.19	138	S 01°11'54" E	35.80	139	N 89°50'14" E	23.37	140	N 89°50'14" E	23.37
22	N 49°10'08" W	21.19	139	N 89°50'14" E	23.37	140	S 01°11'54" E	35.80	141	N 89°50'14" E	23.37
23	N 49°10'08" W	21.19	140	S 01°11'54" E	35.80	141	N 89°50'14" E	23.37	142	N 89°50'14" E	23.37
24	N 49°10'08" W	21.19	141	N 89°50'14" E	23.37	142	S 01°11'54" E	35.80	143	N 89°50'14" E	23.37
25	N 49°10'08" W	21.19	142	S 01°11'54" E	35.80	143	N 89°50'14" E	23.37	144	N 89°50'14" E	23.37
26	N 49°10'08" W	21.19	143	N 89°50'14" E	23.37	144	S 01°11'54" E	35.80	145	N 89°50'14" E	23.37
27	N 49°10'08" W	21.19	144	S 01°11'54" E	35.80	145	N 89°50'14" E	23.37	146	N 89°50'14" E	23.37
28	N 49°10'08" W	21.19	145	N 89°50'14" E	23.37	146	S 01°11'54" E	35.80	147	N 89°50'14" E	23.37
29	N 49°10'08" W	21.19	146	S 01°11'54" E	35.80	147	N 89°50'14" E	23.37	148	N 89°50'14" E	23.37
30	N 49°10'08" W	21.19	147	N 89°50'14" E	23.37	148	S 01°11'54" E	35.80	149	N 89°50'14" E	23.37
31	N 49°10'08" W	21.19	148	S 01°11'54" E	35.80	149	N 89°50'14" E	23.37	150	N 89°50'14" E	23.37
32	N 49°10'08" W	21.19	149	N 89°50'14" E	23.37	150	S 01°11'54" E	35.80	151	N 89°50'14" E	23.37
33	N 49°10'08" W	21.19	150	S 01°11'54" E	35.80	151	N 89°50'14" E	23.37	152	N 89°50'14" E	23.37
34	N 49°10'08" W	21.19	151	N 89°50'14" E	23.37	152	S 01°11'54" E	35.80	153	N 89°50'14" E	23.37
35	N 49°10'08" W	21.19	152	S 01°11'54" E	35.80	153	N 89°50'14" E	23.37	154	N 89°50'14" E	23.37
36	N 49°10'08" W	21.19	153	N 89°50'14" E	23.37	154	S 01°11'54" E	35.80	155	N 89°50'14" E	23.37
37	N 49°10'08" W	21.19	154	S 01°11'54" E	35.80	155	N 89°50'14" E	23.37	156	N 89°50'14" E	23.37
38	N 49°10'08" W	21.19	155	N 89°50'14" E	23.37	156	S 01°11'54" E	35.80	157	N 89°50'14" E	23.37
39	N 49°10'08" W	21.19	156	S 01°11'54" E	35.80	157	N 89°50'14" E	23.37	158	N 89°50'14" E	23.37
40	N 49°10'08" W	21.19	157	N 89°50'14" E	23.37	158	S 01°11'54" E	35.80	159	N 89°50'14" E	23.37
41	N 49°10'08" W	21.19	158	S 01°11'54" E	35.80	159	N 89°50'14" E	23.37	160	N 89°50'14" E	23.37
42	N 49°10'08" W	21.19	159	N 89°50'14" E	23.37	160	S 01°11'54" E	35.80	161	N 89°50'14" E	23.37
43	N 49°10'08" W	21.19	160	S 01°11'54" E	35.80	161	N 89°50'14" E	23.37	162	N 89°50'14" E	23.37
44	N 49°10'08" W	21.19	161	N 89°50'14" E	23.37	162	S 01°11'54" E	35.80	163	N 89°50'14" E	23.37
45	N 49°10'08" W	21.19	162	S 01°11'54" E	35.80	163	N 89°50'14" E	23.37	164	N 89°50'14" E	23.37
46	N 49°10'08" W	21.19	163	N 89°50'14" E	23.37	164	S 01°11'54" E	35.80	165	N 89°50'14" E	23.37
47	N 49°10'08" W	21.19	164	S 01°11'54" E	35.80	165	N 89°50'14" E	23.37	166	N 89°50'14" E	23.37
48	N 49°10'08" W	21.19	165	N 89°50'14" E	23.37	166	S 01°11'54" E	35.80	167	N 89°50'14" E	23.37
49	N 49°10'08" W	21.19	166	S 01°11'54" E	35.80	167	N 89°50'14" E	23.37	168	N 89°50'14" E	23.37
50	N 49°10'08" W	21.19	167	N 89°50'14" E	23.37	168	S 01°11'54" E	35.80	169	N 89°50'14" E	23.37
51	N 49°10'08" W	21.19	168	S 01°11'54" E	35.80	169	N 89°50'14" E	23.37	170	N 89°50'14" E	23.37
52	N 49°10'08" W	21.19	169	N 89°50'14" E	23.37	170	S 01°11'54" E	35.80	171	N 89°50'14" E	23.37
53	N 49°10'08" W	21.19	170	S 01°11'54" E	35.80	171	N 89°50'14" E	23.37	172	N 89°50'14" E	23.37
54	N 49°10'08" W	21.19	171	N 89°50'14" E	23.37	172	S 01°11'54" E	35.80	173	N 89°50'14" E	23.37
55	N 49°10'08" W	21.19	172	S 01°11'54" E	35.80	173	N 89°50'14" E	23.37	174	N 89°50'14" E	23.37
56	N 49°10'08" W	21.19	173	N 89°50'14" E	23.37	174	S 01°11'54" E	35.80	175	N 89°50'14" E	23.37
57	N 49°10'08" W	21.19	174	S 01°11'54" E	35.80	175	N 89°50'14" E	23.37	176	N 89°50'14" E	23.37
58	N 49°10'08" W	21.19	175	N 89°50'14" E	23.37	176	S 01°11'54" E	35.80	177	N 89°50'14" E	23.37
59	N 49°10'08" W	21.19	176	S 01°11'54" E	35.80	177	N 89°50'14" E	23.37	178	N 89°50'14" E	23.37
60	N 49°10'08" W	21.19	177	N 89°50'14" E	23.37	178	S 01°11'54" E	35.80	179	N 89°50'14" E	23.37
61	N 49°10'08" W	21.19	178	S 01°11'54" E	35.80	179	N 89°50'14" E	23.37	180	N 89°50'14" E	23.37
62	N 49°10'08" W	21.19	179	N 89°50'14" E	23.37	180	S 01°11'54" E	35.80	181	N 89°50'14" E	23.37
63	N 49°10'08" W	21.19	180	S 01°11'54" E	35.80	181	N 89°50'14" E	23.37	182	N 89°50'14" E	23.37
64	N 49°10'08" W	21.19	181	N 89°50'14" E	23.37	182	S 01°11'54" E	35.80	183	N 89°50'14" E	23.37
65	N 49°10'08" W	21.19	182	S 01°11'54" E	35.80	183	N 89°50'14" E	23.37	184	N 89°50'14" E	23.37
66	N 49°10'08" W	21.19	183	N 89°50'14" E	23.37	184	S 01°11'54" E	35.80	185	N 89°50'14" E	23.37
67	N 49°10'08" W	21.19	184	S 01°11'54" E	35.80	185	N 89°50'14" E	23.37	186	N 89°50'14" E	23.37
68	N 49°10'08" W	21.19	185	N 89°50'14" E	23.37	186	S 01°11'54" E	35.80	187	N 89°50'14" E	23.37
69	N 49°10'08" W	21.19	186	S 01°11'54" E	35.80	187	N 89°50'14" E	23.37	188	N 89°50'14" E	23.37
70	N 49°10'08" W	21.19	187	N 89°50'14" E	23.37	188	S 01°11'54" E	35.80	189	N 89°50'14" E	23.37
71	N 49°10'08" W	21.19	188	S 01°11'54" E	35.80	189	N 89°50'14" E	23.37	190	N 89°50'14" E	23.37
72	N 49°10'08" W	21.19	189	N 89°50'14" E	23.37	190	S 01°11'54" E	35.80	191	N 89°50'14" E	23.37
73	N 49°10'08" W	21.19	190	S 01°11'54" E	35.80	191	N 89°50'14" E	23.37	192	N 89°50'14" E	23.37
74	N 49°10'08" W	21.19	191	N 89°50'14" E	23.37	192	S 01°11'54" E	35.80	193	N 89°50'14" E	23.37
75	N 49°10'08" W	21.19	192	S 01°11'54" E	35.80	193	N 89°50'14" E	23.37	194	N 89°50'14" E	23.37
76	N 49°10'08" W	21.19	193	N 89°50'14" E	23.37	194	S 01°11'54" E	35.80	195	N 89°50'14" E	23.37
77	N 49°10'08" W	21.19	194	S 01°11'54" E	35.80	195	N 89°50'14" E	23.37	196	N 89°50'14" E	23.37
78	N 49°10'08" W	21.19	195	N 89°50'14" E	23.37	196	S 01°11'54" E	35.80	197	N 89°50'14" E	23.37
79	N 49°10'08" W	21.19	196	S 01°11'54" E	35.80	197	N 89°50'14" E	23.37	198	N 89°50'14" E	23.37
80	N 49°10'08" W	21.19	197	N 89°50'14" E	23.37	198	S 01°11'54" E	35.80	199	N 89°50'14" E	23.37
81	N 49°10'08" W	21.19	198	S 01°11'54" E	35.80	199	N 89°50'14" E	23.37	200	N 89°50'14" E	23.37
82	N 49°10'08" W	21.19	199	N 89°50'14" E	23.37	200	S 01°11'54" E	35.80	201	N 89°50'14" E	23.37
83	N 49°10'08" W	21.19	200	S 01°11'54" E	35.80	201	N 89°50'14" E	23.37	202	N 89°50'14" E	23.37
84	N 49°10'08" W	21.19	201	N 89°50'14" E	23.37	202	S 01°11'54" E	35.80	203	N 89°50'14" E	23.37
85	N 49°10'08" W	21.19	202	S 01°11'54" E	35.80	203	N 89°50'14" E	23.37	204	N 89°50'14" E	23.37
86	N 49°10'08" W	21.19	203	N 89°50'14" E	23.37	204	S 01°11'54" E	35.80	205	N 89°50'14" E	23.37
87	N 49°10'08" W	21.19	204	S 01°11'54" E	35.80	205	N 89°50'14" E	23.37	206	N 89°50'14" E	23.37
88	N 49°10'08" W	21.19	205	N 89°50'14" E	23.37	206	S 01°11'54" E	35.80	207	N 89°50'14" E	23.37
89	N 49°10'08" W	21.19	206	S 01°11'54" E	35.80	207	N 89°50'14" E	23.37	208	N 89°50'14" E	23.37
90	N 49°10'08" W	21.19	207	N 89°50'14" E	23.37	208	S 01°11'54" E	35.80	209	N 89°50'14" E	23.37
91	N 49°10'08" W	21.19	208	S 01°11'54" E	35.80	209	N 89°50'14" E	23.37	210	N 89°50'14" E	23.37
92	N 49°10'08" W	21.19	209	N 89°50'14" E	23.37	210	S 01°11'54" E	35.80	211	N 89°50'14" E	23.37
93	N 49°10'08" W	21.19	210	S 01°11'54" E	35.80	211	N 89°50'14" E	23.37	212	N 89°50'14" E	23.37
94	N 49°10'08" W	21.19	211	N 89°50'14" E	23.37	212	S 01°11'54" E	35.80	213	N 89°50'14" E	23.37
95	N 49°10'08" W	21.19	212	S 01°11'54" E	35.80	213	N 89°50'14" E	23.37	214	N 89°50'14" E	23.37
96	N 49°10'08" W	21.19	213	N 89°50'14" E	23.37	214	S 01°11'54" E	35.80	215	N 89°50'14" E	23.37
97	N 49°10'08" W	21.19	214	S 01°11'54" E	35.80	215	N 89°50'14" E	23.37	216	N 89°50'14" E	23.37
98	N 49°10'08" W	21.19	215	N 89°50'14" E	23.37	216	S 01°11'54" E	35.80	217	N 89°50'14" E	23.37
99	N 49°10'08" W	21.19	216	S 01°11'54" E	35.80	217	N 89°50'14" E	23.37	218	N 89°50'14" E	23.37
100	N 49°10'08" W	21.19	217	N 89°50'14" E	23.37	218	S 01°11'54" E	35.80	219	N 89°50'14" E	23.37
101	N 49°10										

- | <b>LEGEND</b> |  |
|---------------|--|
| P.R.D.C.T.    | PLAT RECORDS DENTON COUNTY, TEXAS          |
| R.P.R.D.C.T.  | REAL PROPERTY RECORDS DENTON COUNTY, TEXAS |
| P.O.B.        | POINT OF BEGINNING                         |
| R.O.W.        | RIGHT OF WAY                               |
| IRFC          | CAPPED IRON ROD FOUND                      |
| H.O.A.        | HOMEOWNERS ASSOCIATION                     |
| B.L.          | BUILDING LINE                              |
| U.E.          | UTILITY EASEMENT                           |
| D.E.          | DRAINAGE EASEMENT                          |
| A.E.          | ACCESS EASEMENT                            |
- 
- | <b>LINE TYPE LEGEND</b>   |               |
|---|---------------|
|  | BOUNDARY LINE |
|  | EASEMENT LINE |

LOTS 1-31, 32X, 33X, BLOCK A  
LOTS 1-12, BLOCK B  
LOTS 1-10, 11X, 12X, BLOCK C  
LOTS 1-30, 6X, BLOCK D  
LOTS 1-4, BLOCK E  
LOTS 1-10, 11X, BLOCK F

96 RESIDENTIAL LOTS  
6 HOMEOWNER'S ASSOCIATION (HOA) LOTS

JOHN MALONY SURVEY,  
ABSTRACT NO. 819  
TOWN OF HICKORY CREEK  
DENTON COUNTY, TEXAS

# Kimley»Horn

6160 Warren Parkway, Suite 210  
Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580

<u>Scale</u> 1" = 100'	<u>Drawn by</u> KHA	<u>Checked by</u> RJM	<u>Date</u> 11/02/2021	<u>Project No.</u> 069312676	<u>Sheet No.</u> 1 OF 1
---------------------------	------------------------	--------------------------	---------------------------	---------------------------------	----------------------------

**OWNER:**  
Sycamore Cove-Hickory Creek L.P.  
23975 Park Sorrento, Suite 220  
Calabasas, CA 91302  
Contact: Steven Porath  
Phone: 818-385-3697  
snporath@theearthstone.com

**APPLICANT:**  
Kimley-Horn and Associates, Inc.  
6160 Warren Parkway, Suite 210  
Frisco, Texas 75034  
Phone: 972-335-3580  
Fax: 972-335-3779  
Contact: Robert Myers, P.E.



November 9, 2021  
AVO 37638.200

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

**RE: Sycamore Cove Construction Plans  
1<sup>st</sup> Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received a Landscape Plan for Sycamore Cove on November 4, 2021. The landscape architect is Studio 13 Design Group, PLLC, and the engineer is Kimley-Horn and Associates. The owner is Sycamore Cove-Hickory Creek, L.P.

**Halff has reviewed the Landscape Plan and recommends approval upon reconciliation of the comment number 2 below.**

**Hardscape Plan**

1. The sidewalk around Turtle Shell Pond on HOA Lot 11X has a proposed series of steps on the northern end. It is unclear whether the park area around the pond would be considered a public accommodation open to the general public, thus requiring sidewalks to conform to Texas Accessibility Standards. If the park area is to be open to residents and guests only, signage should be placed at entry points indicating this restriction.

**Landscape Plan**

2. Please indicate the maximum height of mature shrubs and groundcover plants located within visibility triangles. This can be added as a comment in the Plat List. The maximum height of plants within the visibility triangle is 2 feet.

Sincerely,

**HALFF ASSOCIATES, INC.**  
TBPELS Engineering Firm No. 312

A handwritten signature in blue ink, appearing to read "Lee Williams", with a stylized flourish at the end.

Lee Williams, PE  
Town Engineer for the Town of Hickory Creek

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

Attachment: Applicable Landscape Plan Sheets-markup





## GENERAL CONSTRUCTION NOTES

- IT IS NOT THE INTENT OF THESE CONSTRUCTION NOTES TO COVER ALL DETAILS AND/OR SPECIFICATION REQUIREMENTS OF THE TOWN OF HICKORY CREEK. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE TOWN OF HICKORY CREEK'S STANDARD SPECIFICATIONS, GENERAL DESIGN STANDARDS, ORDINANCES, RULES, POLICIES, REQUIREMENTS AND REGULATIONS, AS WELL AS ANY OTHER APPLICABLE STATE AND/OR FEDERAL RULES, REGULATIONS AND/OR REQUIREMENTS, AS THEY EXIST OR MAY BE AMENDED. ENGINEERING DRAWINGS SHALL GOVERN FOR CONSTRUCTION OF ALL CIVIL IMPROVEMENTS.
- THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN (MAIN LINES, NO LATERAL OR SERVICES SHOWN) ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO TRENCHING AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND / OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND TOWN OF HICKORY CREEK UTILITIES PRIOR TO CONSTRUCTION.
- ANY CONTRACTOR / SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS. SAID EXISTING IMPROVEMENTS SHALL INCLUDE BUT NOT BE LIMITED TO BERRS, DITCHES, FENCES, AND PLANTS. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AT HIS EXPENSE AND SHALL BE APPROVED BY THE TOWN OF HICKORY CREEK.
- ALL CONSTRUCTION, TESTING, AND MATERIALS SHALL MEET OR EXCEED ALL REQUIREMENTS OF THE TOWN OF HICKORY CREEK. ALL SUBMITTALS MUST BE ORIGINALS WITH SIGNATURES WHERE APPLICABLE. FACSIMILES OR EMAILS SHALL BE FOLLOWED UP WITH ORIGINALS.
- ALL TESTING SHALL BE DONE BY AN APPROVED LABORATORY AT THE EXPENSE OF THE CONTRACTOR. THE TOWN OF HICKORY CREEK WILL ONLY ACCEPT SIGNED ORIGINAL COPIES OF ALL TESTING REPORTS FOR REVIEW.
- THE DEVELOPER OR HIS/HER DESIGN/EE SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING ALL TEMPORARY AND PERMANENT TRAFFIC CONTROL IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE LATEST REVISION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL HANDBOOK. ALL REFERENCE FOR USING TEXAS DEPARTMENT OF TRANSPORTATION (TDDT) STANDARDS AND CONSTRUCTION DETAILS SHALL BE THE LATEST REVISIONS AND/OR AMENDMENTS THEREOF. THE TOWN OF HICKORY CREEK USES RAISED PAVEMENT MARKINGS (BUTTONS) FOR STRIPING AND THERMOPLASTIC MARKINGS IN LIEU OF PAINT. THE MINIMUM SIGN SIZE SHALL BE THE STANDARD SIZE IN THE MANUAL. DETAILS ARE AVAILABLE UPON REQUEST FOR THE TYPE OF BUTTON PATTERNING AND POSTS AND CONNECTIONS REQUIRED FOR THE SIGNS.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT NOT TO IMPERE TRAFFIC ON EXISTING STREETS, ALLEYS, OR FIRELANES OPEN TO THE PUBLIC. IN THE EVENT THE CONSTRUCTION WORK REQUIRES THE CLOSURE OF AN EXISTING STREET, ALLEY, OR FIRELANE, THE CONTRACTOR SHALL REQUEST THE ROAD CLOSURE THROUGH THE TOWN OF HICKORY CREEK. IF THE CLOSURE ELIMINATES THE SECOND POINT OF ACCESS TO EXISTING BUILDINGS WITH A CERTIFICATE OF OCCUPANCY, THEN THE ACCESS MAY NOT BE CLOSED FOR MORE THAN FORTY-EIGHT (48) HOURS AND WILL REQUIRE FIRE MARSHAL APPROVAL IN EITHER CASE. UNLESS OTHERWISE SPECIFIED BY THE TOWN OF HICKORY CREEK, ALL OTHER STREETS OR ALLEYS MAY NOT BE CLOSED FOR MORE THAN SEVENTY-TWO (72) HOURS.

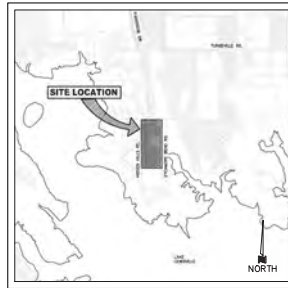
OWNER /  
DEVELOPER: SYCAMORE COVE-HICKORY CREEK L.P.  
1501 LBJ FREEWAY, SUITE 300  
FARMERS BRANCH, TEXAS 75234  
PH. (817) 822-2334  
CONTACT: CHRIS GREEN

CIVIL ENGINEER: KIMLEY-HORN AND ASSOCIATES  
6160 WARREN PARKWAY, SUITE 210  
FRISCO, TEXAS 75034  
PH. (972) 335-3580  
CONTACT: ROBERT MYERS

LANDSCAPE  
ARCHITECT: STUDIO 13 DESIGN GROUP, PLLC.  
386 WEST MAIN STREET  
LEWISVILLE, TEXAS 75057  
PH. (469) 635-1900  
CONTACT: LEONARD REEVES, ASLA, LI

# CONSTRUCTION PLANS LANDSCAPE & SCREENING

~Sycamore Cove~  
Town of Hickory Creek  
Denton County, Texas



LOCATION MAP  
NOT TO SCALE

## SHEET INDEX

HS1	OVERALL LAYOUT PLAN
HS2-HS11	HARDSCAPE PLANS
S1-S7	HARDSCAPE DETAILS
E1	ELECTRICAL LIGHTING PLAN
A1-A2	AERATION SYSTEM PLANS
L1-L10	LANDSCAPE PLANS
L11	LANDSCAPE DETAILS
IR1-IR10	IRRIGATION PLANS
IR11-IR12	IRRIGATION DETAILS

## LANDSCAPE NOTES.

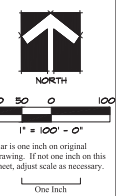
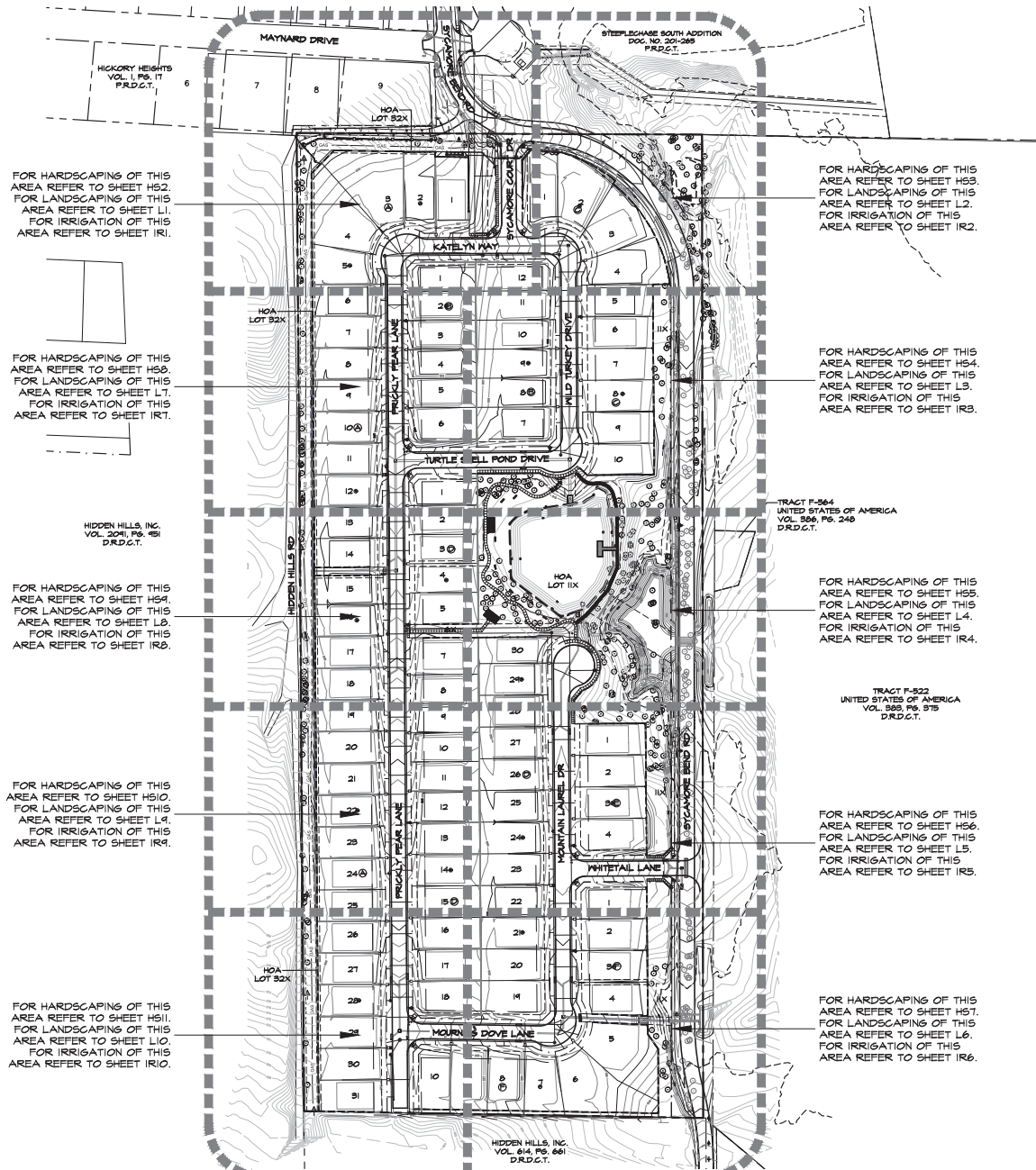
- A TREE PERMIT IS REQUIRED FOR ALL REMOVAL OF ALL TREES, PROTECTED AND UNPROTECTED.
- PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO THE LATEST EDITION OF THE TEXAS NURSERY & LANDSCAPE ASSOCIATION (TNLA) SPECIFICATIONS, GRADES AND STANDARDS.
- ALL PLANT SUBSTITUTIONS ARE SUBJECT TO TOWN OF HICKORY CREEK APPROVAL AND MUST BE SPECIFIED ON THE APPROVED LANDSCAPE PLAN.
- GRASS COVERS USED IN LIEU OF TURF GRASS MUST PROVIDE COMPLETE COVERAGE WITHIN ONE (1) YEAR OF PLANTING AND MAINTAIN ADEQUATE COVERAGE AS APPROVED BY THE TOWN OF HICKORY CREEK.
- TREES MUST BE PLANTED FOUR FEET (4') OR GREATER FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS AND/OR OTHER STRUCTURES. THE TOWN OF HICKORY CREEK HAS FINAL APPROVAL FOR ALL TREE PLACEMENTS.
- TREE PITS SHALL HAVE ROUGHENED SIDES AND BE TWICE TO THREE TIMES WIDER THAN THE ROOT BALL OF THE TREE IN ORDER TO FACILITATE HEALTHY ROOT GROWTH.
- TREES SHALL NOT BE PLANTED DEEPER THAN THE BASE OF THE "TRUNK FLARE".
- THE TREE PIT SHALL BE BACKFILLED WITH NATIVE TOPSOIL FREE OF ROCK AND OTHER DEBRIS.
- BRULAP TYNE AND WIRE BASKETS SHALL BE LOOSENEED AND PULLED BACK FROM THE TRUNK OF TREES AS HIGH AS POSSIBLE.
- TREES SHALL NOT BE WATERED TO EXCESS THAT RESULTS IN SOIL SATURATION. IF SOIL BECOMES SATURATED, THE WATERING SCHEDULE SHALL BE ADJUSTED TO ALLOW FOR DRAINAGE AND ABSORPTION OF THE EXCESS WATER.
- A 3" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 4" FROM THE TRUNK OF THE TREE.
- NO PERSONS OR ENTITY MAY USE IMPROPER OR MALICIOUS MAINTENANCE OR PRUNING TECHNIQUES WHICH WOULD LIKELY LEAD TO THE DEATH OF THE TREE. IMPROPER OR MALICIOUS TECHNIQUES INCLUDE BUT NOT LIMITED TO TOPPING OR OTHER UNSYMMETRICAL TRIMMING OF TREES, TRIMMING TREES WITH A BACKHOE, OR USE OF FIRE OR POISON TO CAUSE THE DEATH OF A TREE.
- ALL BEDS TO HAVE 3" OF COMPOSTED SOIL, LIVING EARTH TECHNOLOGY, OR APPROVED SOIL TO A DEPTH OF 3" MINIMUM.
- ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3 INCHES OF HARDWOOD OR OTHER MULCH.
- TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7 FEET. TREES OVERHANGING PUBLIC STREET PAVEMENT DRIVE AISLES AND FIRE LANES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 14 FEET.
- A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS. SHRUBS ARE NOT TO EXCEED 30 INCHES IN HEIGHT. TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7 FEET AT TIME OF PLANTING.
- TREES PLANTED ON A SLOPE SHALL HAVE THE SOIL STAIN AT THE AVERAGE GRADE OF SLOPE.
- NO SHRUBS SHALL BE PERMITTED WITHIN AREAS LESS THAN 3 FEET IN WIDTH. ALL BEDS LESS THAN 3 FEET IN WIDTH SHALL BE GRASS, GROUND COVER OR SOME TYPE OF FIXED PAVING.
- THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, AND OTHER ACTIVITIES NECESSARY FOR THE MAINTENANCE OF LANDSCAPED AREAS.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY WITHIN 30 DAYS UNLESS OTHERWISE APPROVED IN WRITING BY THE TOWN OF HICKORY CREEK.
- LANDSCAPE AND OTHER AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO IRRIGATE ALL LANDSCAPE AREAS. OVERSPRINK ON STREETS AND WALKS IS PROHIBITED. A PERMIT FROM THE BUILDING INSPECTION DEPARTMENT IS REQUIRED FOR EACH IRRIGATION SYSTEM.
- NO PLANT MATERIAL SHALL BE ALLOWED TO ENCRUST ON RIGHT-OF-WAY, SIDEWALKS OR EASEMENTS TO THE EXTENT THAT THE VISION OR ROUTE OF TRAVEL FOR VEHICULAR, PEDESTRIAN, OR BICYCLE TRAFFIC IS IMPAIRED.
- NO PLANTING AREAS SHALL EXCEED 3:1 SLOPE. 3' HORIZONTAL TO 1' VERTICAL.
- EARTHEN BERRS SHALL NOT INCLUDE CONSTRUCTION DEBRIS. CONTRACTOR MUST CORRECT SLIPPAGE OR DAMAGE TO THE SMOOTH FINISH GRADE OF THE BERR PRIOR TO ACCEPTANCE.
- ALL WALKWAYS SHALL MEET A.D.A. AND T.A.S. REQUIREMENTS.
- CONTACT TOWN OF HICKORY CREEK'S PLANNING DEPARTMENT AT FOR LANDSCAPE INSPECTION. NOTE LANDSCAPE INSTALLATION MUST COMPLY WITH APPROVED LANDSCAPE PLANS PRIOR FINAL ACCEPTANCE BY THE TOWN OF HICKORY CREEK AND/OR OBTAINING A CERTIFICATE OF OCCUPANCY.
- FINAL INSPECTION AND APPROVAL OF SCREENING WALLS, IRRIGATION AND LANDSCAPE IS SUBJECT TO ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO MANHOLES, VALVES, WATER METERS, CLEANOUTS AND OTHER APPURTENANCES, TO BE ACCESSIBLE, ADJUSTED TO GRADE AND TO THE TOWN OF HICKORY CREEK'S PUBLIC WORKS DEPARTMENT STANDARDS.
- PRIOR TO CALLING FOR A LANDSCAPE INSPECTION, CONTRACTOR IS RESPONSIBLE FOR MARKING ALL MANHOLES, VALVES, WATER METERS, CLEANOUTS AND OTHER UTILITY APPURTENANCES WITH FLAGGING FOR FIELD VERIFICATION BY THE PUBLIC WORKS DEPARTMENT.

Submittal 8-27-2021

STUDIO 13  
DESIGN GROUP

Studio 13 Design Group, PLLC.  
386 W. Main Street  
Lewisville, Texas 75057  
(469) 635-1900

(DWG) (Rev 08/04/21)



LANDSCAPE AND SCREENING  
Overall Layout Plan  
Sycamore Cove  
Town of Hickory Creek, Denton County, Texas

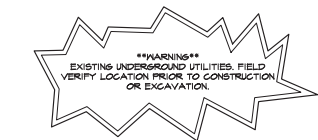
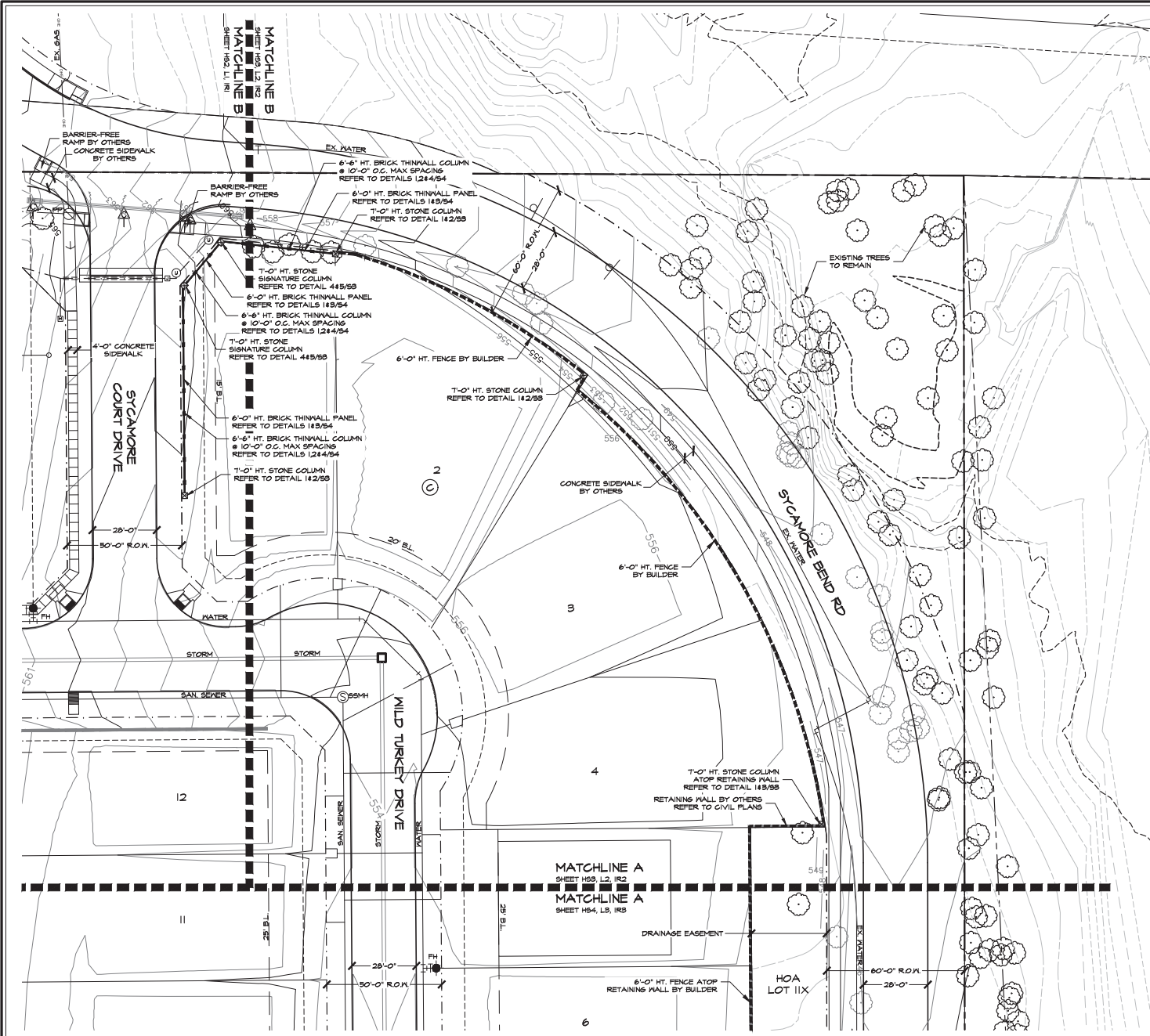
PLAN REVIEW REVISIONS	BY	DATE

PROJECT	BZH017
SHEET	HS1 of 11



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#### ACCESSIBILITY GENERAL NOTES

1. ALL ACCESSIBLE ROUTES AND RAMPS SHALL CONFORM TO THE TEXAS ACCESSIBILITY STANDARDS (TAS).
2. PUBLIC ACCESSIBLE ROUTES SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:20 AND CROSS SLOPE GREATER THAN 1:50.
3. RAMPS SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:12 AND A CROSS SLOPE GREATER THAN 1:50.
4. HANDRAILS WILL BE REQUIRED IF RAMP IS LONGER THAN 12 INCHES WITH A MAXIMUM RUNNING SLOPE OF 1:12.

Studio 184 Design Group, P.C.  
184 N. Main Street  
Lawrenceville, Georgia 30046  
(770) 962-1844  
18445 Four Mile Road

August 27, 2021

NORTH

1" = 20'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

LANDSCAPE AND SCREENING

Hardscape Layout

Sycamore Cove

Town of Hickory Creek, Denton County, Texas

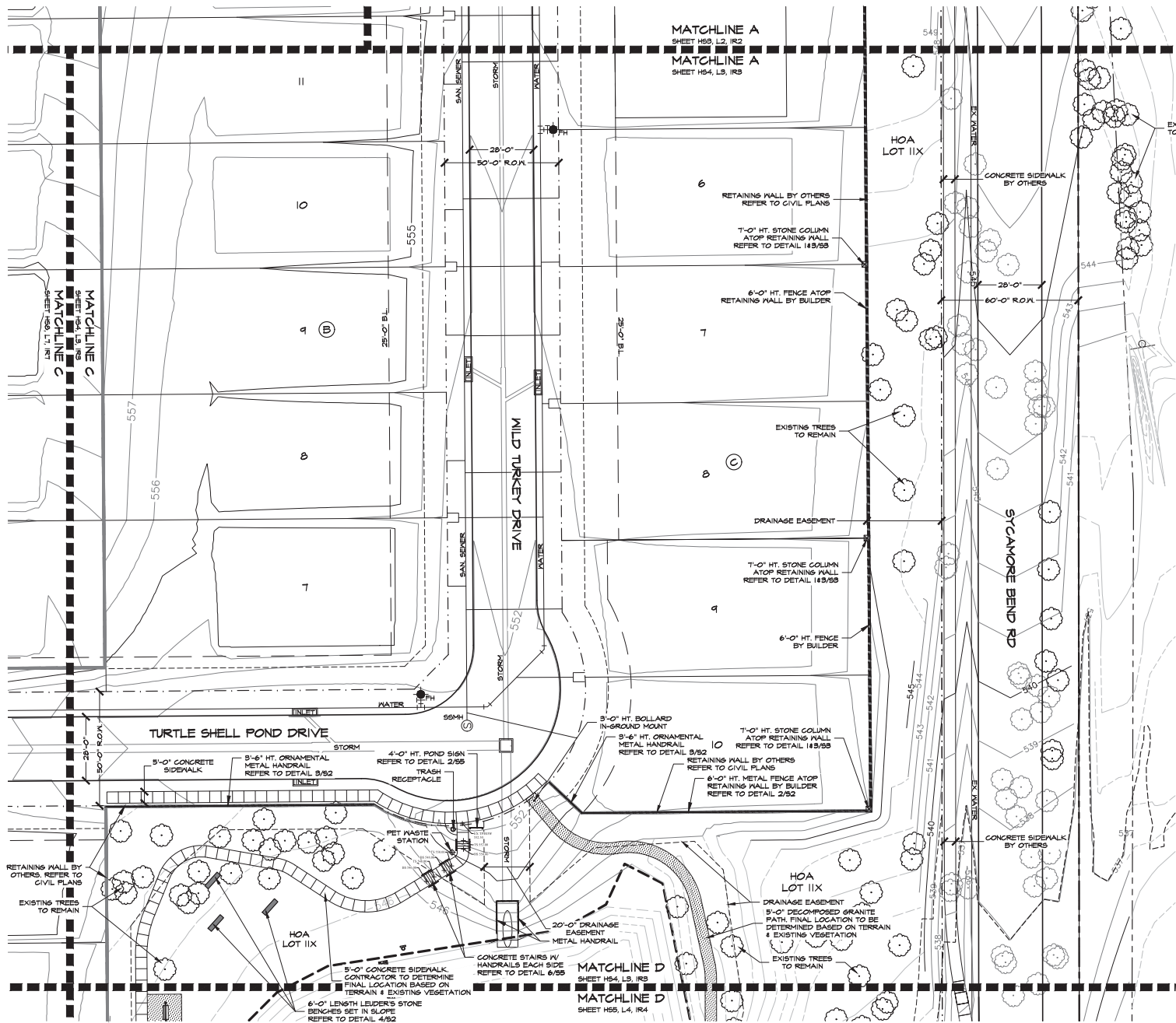
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PROJECT

BZ0107

SHEET

HS3 of 11



**\*\*WARNINGS\*\***  
EXISTING UNDERGROUND UTILITIES. FIELD  
VERIFY LOCATION PRIOR TO CONSTRUCTION  
OR EXCAVATION.

- ACCESSIBILITY GENERAL NOTES**
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  3. RAMPS SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:12 AND A CROSS SLOPE GREATER THAN 1:50.
  4. HANDRAILS SHALL BE REQUIRED IF RAMP IS LONGER THAN 12 INCHES WITH A MAXIMUM RUNNING SLOPE OF 1:12.

Studio 184 Design Group, P.A.C.  
Mike W. Allen, Architect  
Lancaster, Texas 77951  
(409) 453-1844  
1844 Four Mile Road

August 27, 2021

**NORTH**

20 10 0 10 20

1" = 20' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

**LANDSCAPE AND SCREENING**

Hardscape Layout

Sycamore Cove

Town of Hickory Creek, Denton County, Texas

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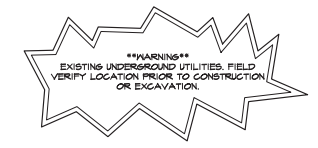
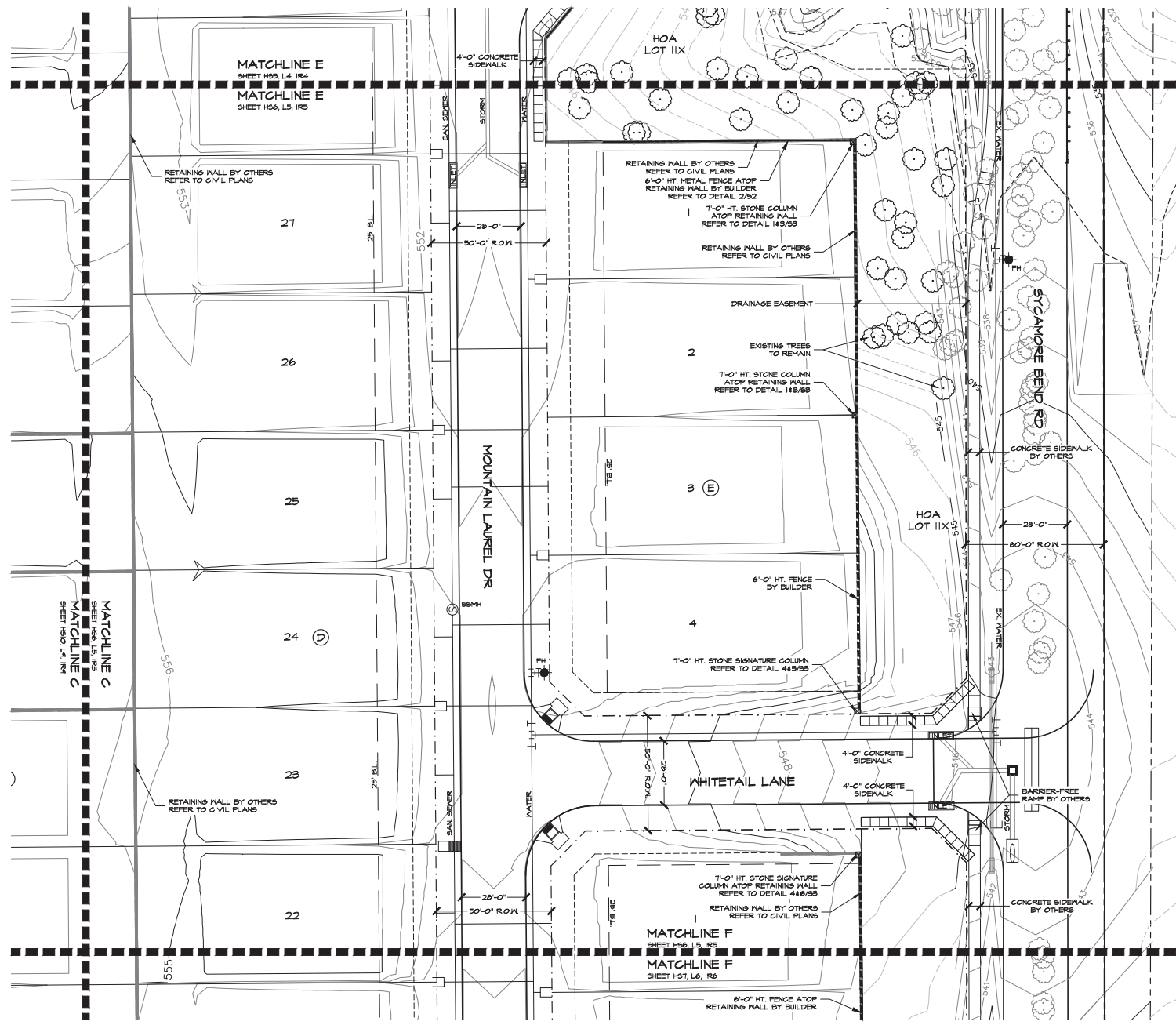
PROJECT

**BZH017**

SHEET

**HS4 of 11**





**ACCESSIBILITY GENERAL NOTES**

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Studio 184  
DESIGN GROUP, PLLC  
Mike M. Olson, Architect  
Landscape, Since 1981  
404-473-1844  
1840 Fico (M&M)

DAVID M. NEASE  
August 27, 2021

NORTH  
1" = 20' - 0"  
Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.  
One Inch

LANDSCAPE AND SCREENING

Hardscape Layout

Sycamore Cove

Town of Hickory Creek, Denton County, Texas

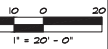
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SHEET

HS6 of 11



Hardscape Layout

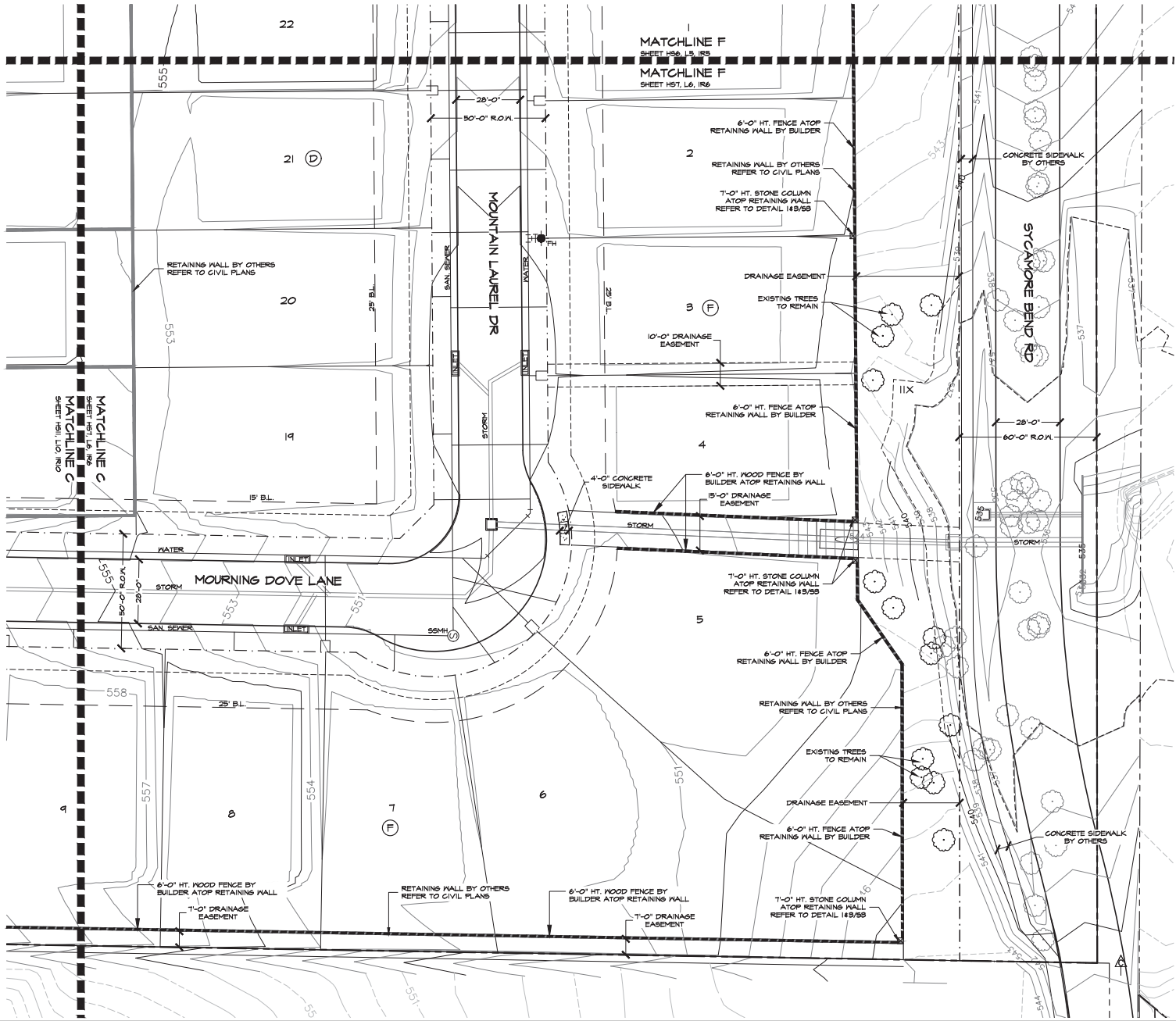
Sycamore Cove

TOWNSHIP OF HICKORY CREEK, DENTON COUNTY, TEXAS

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SUBJECT

BZH017

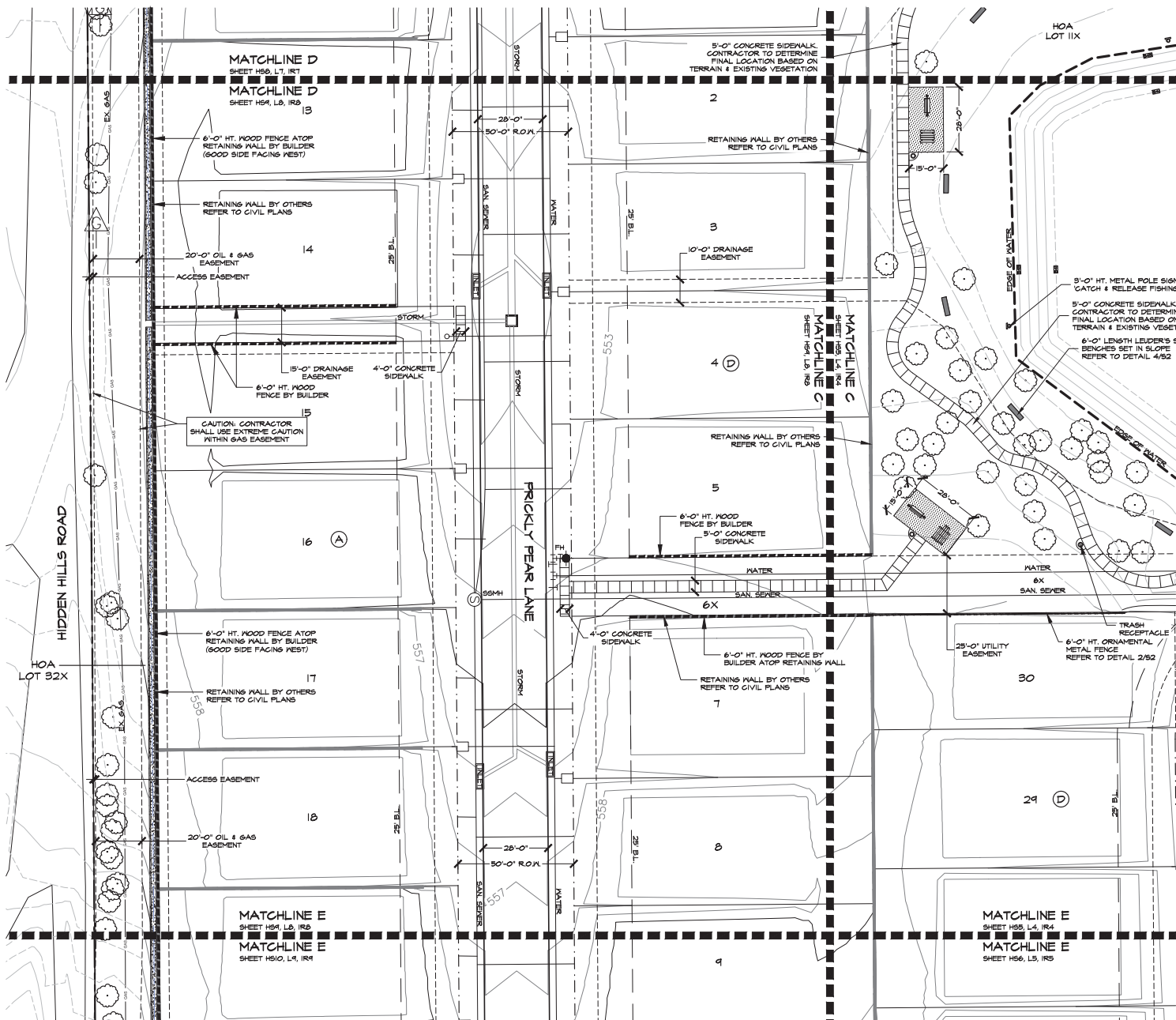
HS7 of 11

**\*\*WARNING\*\***  
EXISTING UNDERGROUND UTILITIES. FIELD  
VERIFY LOCATION PRIOR TO CONSTRUCTION  
OR EXCAVATION.

## ACCESSIBILITY GENERAL NOTES

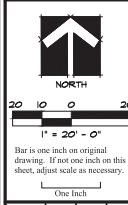
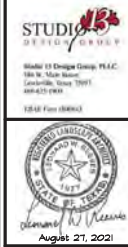
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**ACCESSIBILITY GENERAL NOTES**

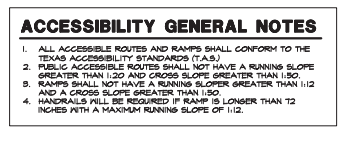
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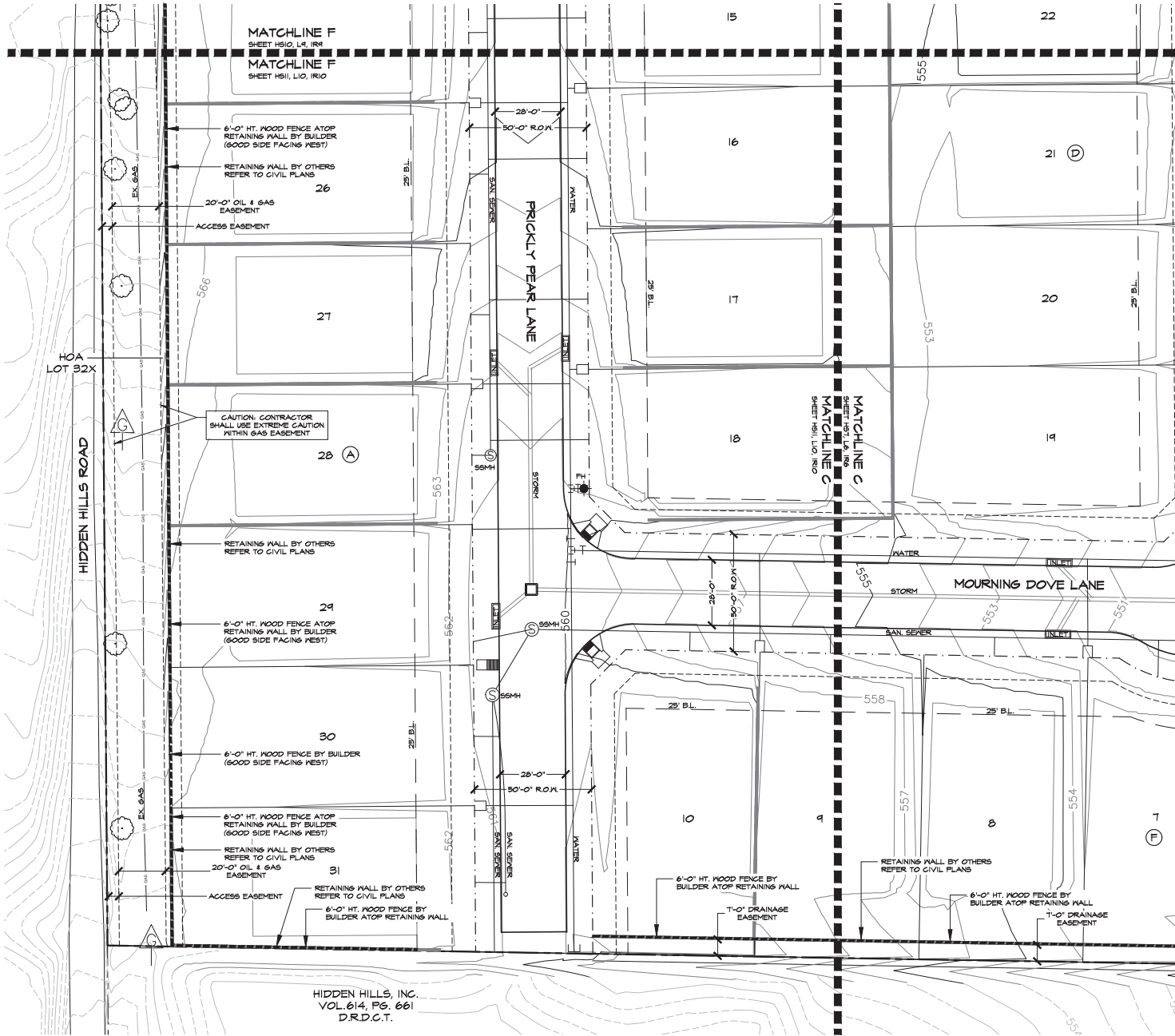


**LANDSCAPE AND SCREENING**  
Hardscape Layout  
Sycamore Cove  
Town of Hickory Creek, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE

PROJECT  
**BZ017**  
SHEET  
**HS9 of 11**





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#### ACCESSIBILITY GENERAL NOTES

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PLAN REVIEW REVISIONS	BY	DATE

Submittal 8-27-2021

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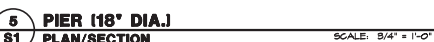


One Inch

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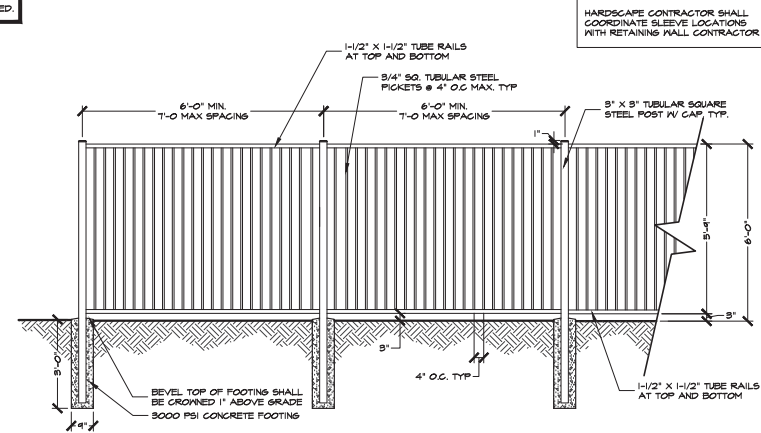
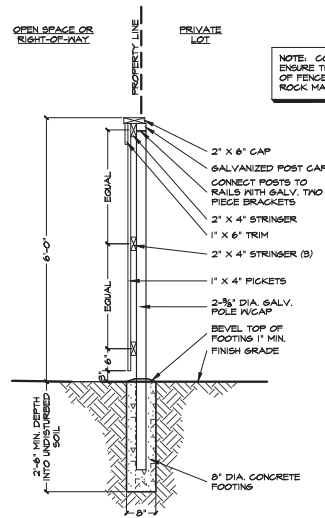
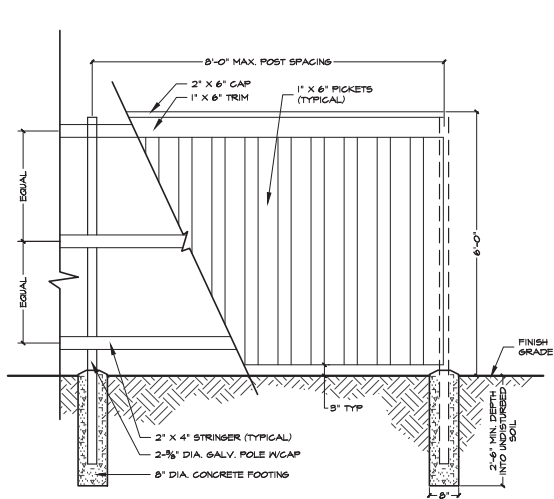
Town of Hickory Creek, Denton County, Texas

PROJECT  
BZH017

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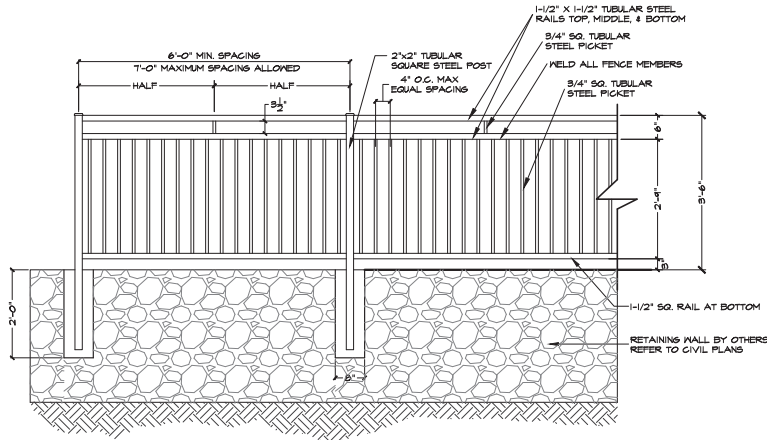
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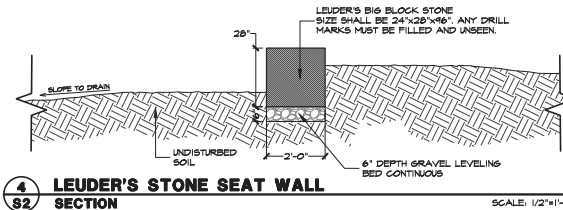


2 6'-0" HT. ORNAMENTAL METAL FENCE  
ELEVATION

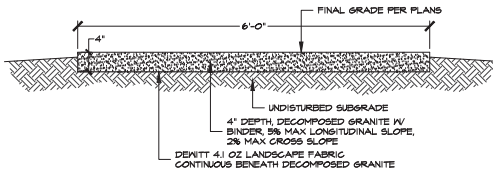
1 PARTIAL BOARD-ON-BOARD WOOD FENCE  
ELEVATION



3 3'-6" HT. ORNAMENTAL METAL HANDRAIL  
ELEVATION



4 LEUDER'S STONE SEAT WALL  
SECTION



5 DECOMPOSED GRANITE PATH  
SECTION

STUDIO 184  
DESIGN GROUP  
Studio 184 Design Group, PLLC  
184 N. Main Street  
Lynchville, NC 27639  
(704) 453-1844  
1844 Fwy (800) 453-1844

JORDAN CONSULTING  
ENGINEERS, INC.  
1844 Fwy (800) 453-1844

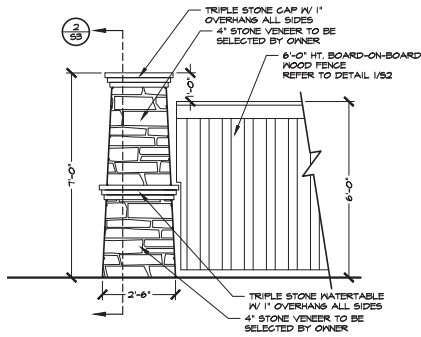
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FOR CONSTRUCTION OR  
BIDDING PURPOSES.  
Submittal 8-27-2021

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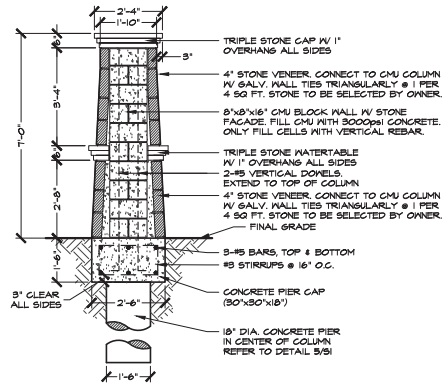
LANDSCAPE AND SCREENING  
Hardscape Details  
Sycamore Cove  
Town of Hickory Creek, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE

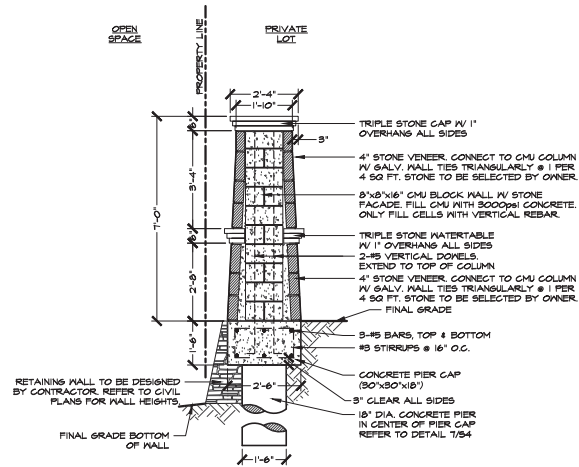
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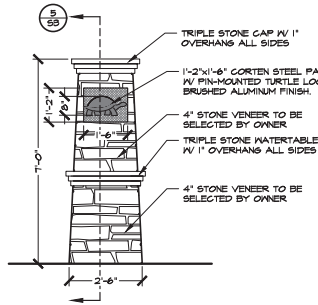
**1 7'-0" HT. STONE COLUMN**  
**S3 ELEVATION** SCALE: 1/2"=1'-0"



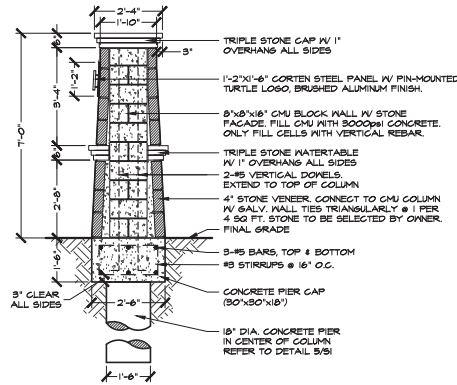
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**S3 SECTION** SCALE: 1/2"=1'-0"



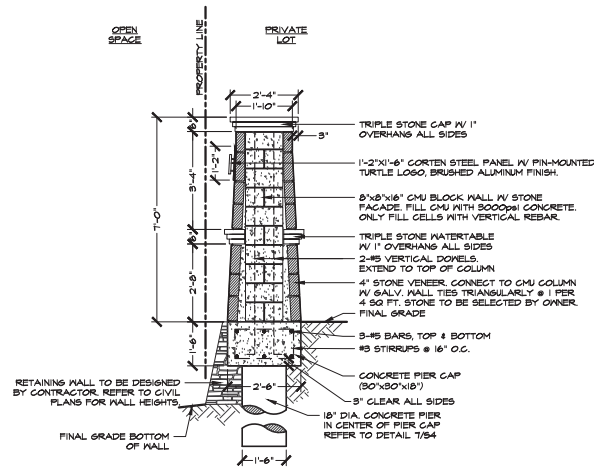
**3 7'-0" HT. STONE COLUMN ATOP RET. WALL**  
**S3 SECTION** SCALE: 1/2"=1'-0"



**4 7'-0" HT. STONE SIGNATURE COLUMN**  
**S3 ELEVATION** SCALE: 1/2"=1'-0"



**5 7'-0" HT. STONE SIGNATURE COLUMN**  
**S3 SECTION** SCALE: 1/2"=1'-0"



**6 7'-0" HT. STONE SIGNATURE COLUMN ATOP RET. WALL**  
**S3 SECTION** SCALE: 1/2"=1'-0"

DATE	BY	PLAN REVIEW REVISIONS

One Inch

SHEET  
S4



SCREENING WALL CONTRACTOR SHALL COORDINATE WITH THE RETAINING WALL CONTRACTOR PRIOR TO WORK COMMENCING. THE SCREENING WALL CONTRACTOR SHALL PROVIDE SONOTUBES THROUGH THE RETAINING WALL AND USE THE RETAINING WALL CAP IN LIEU OF A CONCRETE MOW STRIP.

Town of Hickory Creek, Denton County, Texas



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## WALL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES EITHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY COST INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES AND STRUCTURES CAUSED BY HIS FORCES.
2. ALL CONCRETE USED IN FOOTINGS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS. CONCRETE USED IN COLUMNS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.
3. ALL REINFORCING SHALL BE NEW BILLET STEEL, ASTM A615, GRADE 60 EXCEPT STRIPS SHALL BE GRADE 40 AND SPIRALS SHALL BE ASTM A60 GRADE 60. CONCRETE FOR DRILLED PIERS SHALL BE POURED WITHIN 8 HOURS OF DRILLING PIER HOLE.
4. REFER TO DETAILS FOR TYPE AND SIZE OF BRICK AND STONE WALL REINFORCING.
5. ALL MORTAR TO BE TYPE S. MORTAR COLOR SHALL BE APPROVED BY OWNER PRIOR TO ORDERING MATERIAL. MASONRY CEMENT WILL NOT BE ALLOWED.
6. ALL MORTAR JOINTS ARE TO BE 3/8" CONCAVE TOOLED JOINTS.
7. BRICK CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE BRICK INSTITUTE OF AMERICA.
8. BRICK MATERIAL, IF NOT SPECIFIED ON PLANS OR DETAILS, SHALL BE SELECTED BY THE OWNER PRIOR TO CONSTRUCTION.
9. VERIFY ALL DIMENSIONS IN THE FIELD BEFORE MANUFACTURING CAST-STONE.
10. THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS, APPLICABLE FEES, AND CITY INSPECTIONS.
11. LAYOUT OF THE PROPOSED SCREENING WALL SHALL BE PERFORMED IN THE FIELD BY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.
12. THE STONE MATERIAL AND PATTERN, IF NOT SPECIFIED ON PLANS OR DETAILS, SHALL BE SELECTED BY THE OWNER PRIOR TO CONSTRUCTION.
13. LAY STONE COURSE LEVEL, AND PLUMB, DO NOT EXCEED 1/4" VARIATION FROM LEVEL IN 20 FEET MAXIMUM.
14. CLEAN STONEWORK IMMEDIATELY AFTER COMPLETION WITH FIBER BRUSHES, CLEAN WATER OR APPROVED CLEANING AGENT. DO NOT USE WIRE BRUSHES OR ACID TYPE CLEANING AGENTS.
15. THE CONTRACTOR SHALL PROVIDE A 4" X 4" MOCKUP OF THE STONE AND BRICK SCREEN WALL FOR THE OWNERS REVIEW PRIOR TO BEGINNING THE STONE WORK. THE APPROVED "MOCKUP" SHALL SERVE AS THE STANDARD FOR THE STONE WORK ON THE PROJECT.

## FENCE LAYOUT NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPE AND STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF ALL UNDERGROUND UTILITIES AND WILL BE RESPONSIBLE FOR COSTS INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES OR STRUCTURES CAUSED BY HIS FORCES.
2. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION, AS DESIGNED, WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS OR CONFLICTS EXIST THAT MAY NOT HAVE BEEN KNOWN PRIOR TO CONSTRUCTION. SUCH DISCOVERY SHALL BE REPORTED IMMEDIATELY TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT OF THE PROPOSED WALLS AND COLUMNS. THE OWNER'S ENGINEER SHALL STAKE THE LOCATIONS OF THE PROPERTY, R.O.M. LINES AND EASEMENTS.
4. THE CONTRACTOR SHALL CONSTRUCT THE FENCE AND COLUMN LOCATIONS FOR REVIEW BY THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING CONSTRUCTION. THE OWNER'S REPRESENTATIVE MAY MAKE MINOR ALTERATIONS TO THE LAYOUT AFTER STAKING AND BEFORE CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER NECESSARY BY GRADE CHANGES OR EXISTING SLOPE SHALL OCCUR ONLY AT MINOR OR MAJOR COLUMNS. THE MINIMUM "STEP" AT A COLUMN SHALL BE 3" AND THE MAXIMUM "STEP" AT A COLUMN SHALL BE 6".
5. ALL "STEPS" IN THE WALL MADE NECESSARY BY GRADE CHANGES OR EXISTING SLOPE SHALL OCCUR ONLY AT MINOR OR MAJOR COLUMNS. THE MINIMUM "STEP" AT A COLUMN SHALL BE 3" AND THE MAXIMUM "STEP" AT A COLUMN SHALL BE 6".
6. ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN AND SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REQUIREMENTS.
7. THE ELECTRICAL WORK SHALL INCLUDE ALL NECESSARY CONDUITS, WIRE, FITTINGS, FISHING, AND OTHER MISCELLANEOUS ITEMS NECESSARY TO COMPLETE THE WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY PERMITS AND CITY ACCEPTANCE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AS NEEDED FOR FENCE AND COLUMN INSTALLATION. THE CONTRACTOR SHALL RETURN THE SITE TO PRE-CONSTRUCTION CONDITION.

## BRICK THIN-WALL NOTES

1. MORTAR SHALL BE TYPE S WITH WELL GRADED SAND.
2. BRICK PANEL REINFORCING WIRE SHALL BE 1/4" INCH CENTER TO CENTER 4 GAUGE HOT DIPPED GALVANIZED JOINT REINFORCING AT SPECIFIED JOINT SPACING. GROUT FILL SHALL BE PEA-GRAVEL AND PORTLAND CEMENT MIX GROUT FILL SHALL BE VIBRATED TO ASSURE ALL VOIDS ARE FILLED.
3. BRICK SHALL BE GRADE SW (SEVERE WEATHERING) RATED BRICK.
4. CONCRETE FOR PIERB AND NON STRIP SHALL BE 3000 PSI COMPRESSIVE STRENGTH NORMAL WEIGHT PORTLAND MIX CONCRETE.
5. WIRE TIES AT COLUMNS SHALL BE NOT DIPPED GALVANIZED JOINT REINFORCING AT SPECIFIED JOINT SPACING.
6. SPACING BETWEEN COLUMNS SHALL NOT EXCEED 10 FEET.

## WOOD FENCE NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES EITHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY COST INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES AND STRUCTURES CAUSED BY HIS FORCES. VERIFY LOCATION OF ALL UTILITIES WITH THE TOWN AND VARIOUS UTILITY COMPANIES BEFORE DRILLING PIERS.
2. ALL CONCRETE USED IN FOOTINGS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY AND REQUIRED PERMITS AND INSPECTIONS. CONSTRUCTION SHALL BE IN ACCORDANCE WITH TOWN OF HICKORY CREEK CODES AND REQUIREMENTS.
4. WOOD MATERIAL FOR FENCE
  - 4.1. STRAINERS- CEDAR #2 GRADE OR BETTER.
  - 4.2. PICKETS- CEDAR #2 GRADE OR BETTER.
  - 4.3. CAPS- CEDAR #2 GRADE OR BETTER.
  - 4.4. ALL FENCE POSTS TO BE SCHEDULE 40 - GALVANIZED.
  - 4.5. ALL FASTENERS, NAILS, BRACKETS, STEEL POSTS, ETC., ARE TO BE HOT DIPPED GALVANIZED.
  - 4.6. ALL PICKETS ARE TO BE FASTENED TO THE RAILS USING GALVANIZED BOWTIE STAPLES AND/OR NAILS WILL NOT BE ALLOWED. SCREEN WITHOUT SPLITTING MEMBERS DRILL PILOT HOLES IF NECESSARY. ALL SPLIT MEMBERS WILL BE REQUIRED TO BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
  - 4.7. ACCURATELY CUT, FIT FASTEN MEMBERS, MAKE PLUMB, LEVEL, TRUE, AND RIGID. DO NOT SPLICE INDIVIDUAL FRAMING MEMBERS BETWEEN SUPPORTS. DRESS FRAMING MEMBERS IN STRAIGHT EVEN PLANES TO RECEIVE FINISH MATERIALS. INSTALL STRAINERS WITH BOTTOM EDGES FREE OF DEFECTS. MITER ALL EXPOSED FINISHED JOINTS.
  - 4.8. REMOVE ALL MARKS, STAMPS, DIRT, LOOSE FIBERS FROM ALL WOOD SURFACES.
5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.

## ORNAMENTAL METAL FENCE NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES EITHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY COST INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES AND STRUCTURES CAUSED BY HIS FORCES.
2. ALL CONCRETE USED IN FOOTING AND PIERS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS AND CITY INSPECTIONS.
4. ALL ORNAMENTAL METAL TUBES, POSTS, RAILS AND PICKETS SHALL BE POLISH FINISH FREE OF ALL DENTS, SPURS, AND SHARP EDGES AND SHALL BE INSTALLED LEVEL, PLUMB, AND SQUARE.
5. PROVIDE CONTINUOUS FIELDS ALONG ALL EDGES OF FENCE MEMBERS.
6. GRIND SMOOTH ALL FIELDS.
7. ALL METAL SURFACES SHALL BE PRIME AND PAINTED WITH TWO COATS OF RUSTPROOF PAINT. COLOR TO BE BLACK. CONTRACTOR TO SUBMIT SAMPLES AS REQUIRED.
8. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS BEFORE MANUFACTURING GATES AND FENCE.
9. ALL ORNAMENTAL METAL FENCE MEMBERS ARE TO BE TUBULAR MEMBERS IN ACCORDANCE WITH ASTM 952 HOT ROLLED STRUCTURAL STEEL 50,000 PSI TENSILE STRENGTH 60,000 PSI YIELD STRENGTH.
  - 10.1. FENCE MEMBER SIZES TO BE AS FOLLOWS:
    - 10.1.1. PICKETS, 3/4" SQUARE @ 6A.
    - 10.1.2. RAILS, 1 1/2" X 1 1/2" SOLID PLAT 16 GA.
    - 10.1.3. POSTS, 2" SQUARE II 6A. (SEE DETAILS)
  - 10.2. THE EDGES OF ALL FINISHED FAYING AND PLAYGROUND EDGES SHALL BE SMOOTH, GRACEFUL, CURVILINEAR OR STRAIGHTFORMS WITH NO INTERRUPTIONS SUCH AS CORNERS, PAVERS, JOBS OR MISSED JOINTS. ANY PAVEMENT WITH SUCH INTERRUPTIONS SHALL BE SUBJECT TO REPLACEMENT AT NO COST TO THE OWNER.
  - 10.3. CONCRETE SHALL NOT BE POURED UNTIL THE OWNER'S REPRESENTATIVE HAS INSPECTED THE FORMS AND REINFORCING. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE OF ALL CONCRETE POURS.
  - 10.4. PROVIDE AN UNDERCUT HEADER WHEREVER PROPOSED CONCRETE PAVING IS TO ABUT EXISTING CONCRETE PAVING.
  - 10.5. EXPOSED VERTICAL CONCRETE SURFACES SHALL HAVE A HAND RUBBED FINISH WITH NO HONEYCOMBS OR VOIDS.
  - 10.6. CONSTRUCTION SHALL CONFORM WITH THE TOWN OF HICKORY CREEK CONSTRUCTION STANDARDS AND DETAILS.

## GENERAL PAVING NOTES

1. THE LAYOUT OF ALL PROPOSED PAVING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REVIEWED BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
2. ALL PAVING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION DETAILS SHOWN HERE.
3. THE SUB GRADE BENEATH ALL PAVING SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
4. THE EDGES OF ALL FINISHED PAVING AND PLAYGROUND EDGES SHALL BE SMOOTH, GRACEFUL, CURVILINEAR OR STRAIGHTFORMS WITH NO INTERRUPTIONS SUCH AS CORNERS, PAVERS, JOBS OR MISSED JOINTS. ANY PAVEMENT WITH SUCH INTERRUPTIONS SHALL BE SUBJECT TO REPLACEMENT AT NO COST TO THE OWNER.
5. CONCRETE SHALL NOT BE POURED UNTIL THE OWNER'S REPRESENTATIVE HAS INSPECTED THE FORMS AND REINFORCING. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE OF ALL CONCRETE POURS.
6. PROVIDE AN UNDERCUT HEADER WHEREVER PROPOSED CONCRETE PAVING IS TO ABUT EXISTING CONCRETE PAVING.
7. EXPOSED VERTICAL CONCRETE SURFACES SHALL HAVE A HAND RUBBED FINISH WITH NO HONEYCOMBS OR VOIDS.
8. CONSTRUCTION SHALL CONFORM WITH THE TOWN OF HICKORY CREEK CONSTRUCTION STANDARDS AND DETAILS.

## GENERAL MASONRY NOTES

- CAST-IN-PLACE CONCRETE**
1. ALL CONCRETE SHALL BE 3000 PSI, NORMAL WEIGHT, 28 DAY STRENGTH WITH A 4" X 4" INCH SLUMP. THE CEMENT SHALL BE TYPE I AND SHALL CONFORM TO ASTM C590. AGGREGATES SHALL CONFORM TO ASTM C686.
  2. ALL MIXING, TRANSPORTING, PLACING, AND CURING OF CONCRETE SHALL COMPLY WITH ACI 308.
  3. CONCRETE SHALL NOT BE PLACED IN RAIN OR FREEZING WEATHER.
  4. GALLERIES SHALL NOT BE USED.
  5. MAXIMUM AGGREGATE SIZE IS 1".
- CONCRETE REINFORCING STEEL**
1. ALL REINFORCING SHALL CONFORM TO ASTM A615 60 GRADE AND DEFORMED PER ASTM A630. PROVIDE 50 BAR DIAMETER LAP SPLICES FOR ALL CONTINUOUS BARS UNLESS NOTED OTHERWISE.
  2. PROVIDE THE FOLLOWING CLEAR COVER FOR CAST-IN-PLACE REINFORCEMENT:
    - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO THE EARTH, 3" CONCRETE EXPOSED TO EARTH OR WEATHER, NO 8 BAR AND SMALLER, 1 1/2" CONCRETE EXPOSED TO EARTH OR WEATHER, NO 8 THROUGH NO 6 BARS, 2" CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND, 1 1/2".

3. ALL REINFORCING STEEL SHALL BE CLEAN AND FREE OF GREASE.
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SCALE: 1/2" = 1'-0"



**4 PIER (18" DIA.)**  
**S7 PLAN/SECTION** SCALE: 3/4" = 1'-0"

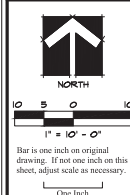


SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"

1. ANY WELDS OR CUTS TO BE GRIND SMOOTH AND REFINISHED TO MATCH CONTRACTOR TO SELECT WELDING MATERIALS AND TECHNIQUES TO ENSURE THAT FINISHED WELDS LOOK A HEATHER AT SAME RATE AS STEEL STRUCTURAL MEMBERS
2. ALL FASTENERS, PLATES AND ALL OTHER STEEL ITEMS TO BE HEATHERING STEEL UNLESS OTHERWISE NOTED
3. ALL PLATE STEEL TO HAVE 1/4" NOMINAL PLATE THICKNESS AND MEET ASTM A547 STANDARDS.
4. ALL STEEL I-BEAMS TO MEET ASTM A588 STANDARDS.
5. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR FISHING PLATFORM CONSTRUCTION FOR REVIEW.



## Electrical Lighting Plan

Sycamore Cove

Town of Hickory Creek, Denton County, Texas

[illegible]

PROJECT	
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BZH017

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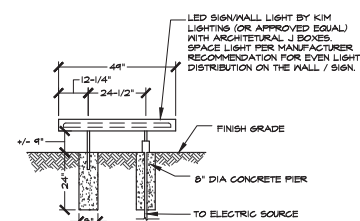
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- ☐ M PROPOSED METER BASE  
☐ J ELECTRICAL JUNCTION BOX

④ KIM SERIES AFL12/SM18/DB  
STANCHION MOUNT, VERTICAL  
FLOOD 150FMH/, MOUNT ON  
CONCRETE BASE, 5' FROM WALL  
(OR APPROVED EQUAL)

5 KIM SERIES CFL,  
WIDE FLOOD 70W HID MH  
(OR APPROVED EQUAL)

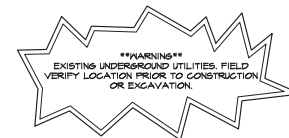


## 1 MONUMENT SIGN LIGHT

NOT TO SCALE

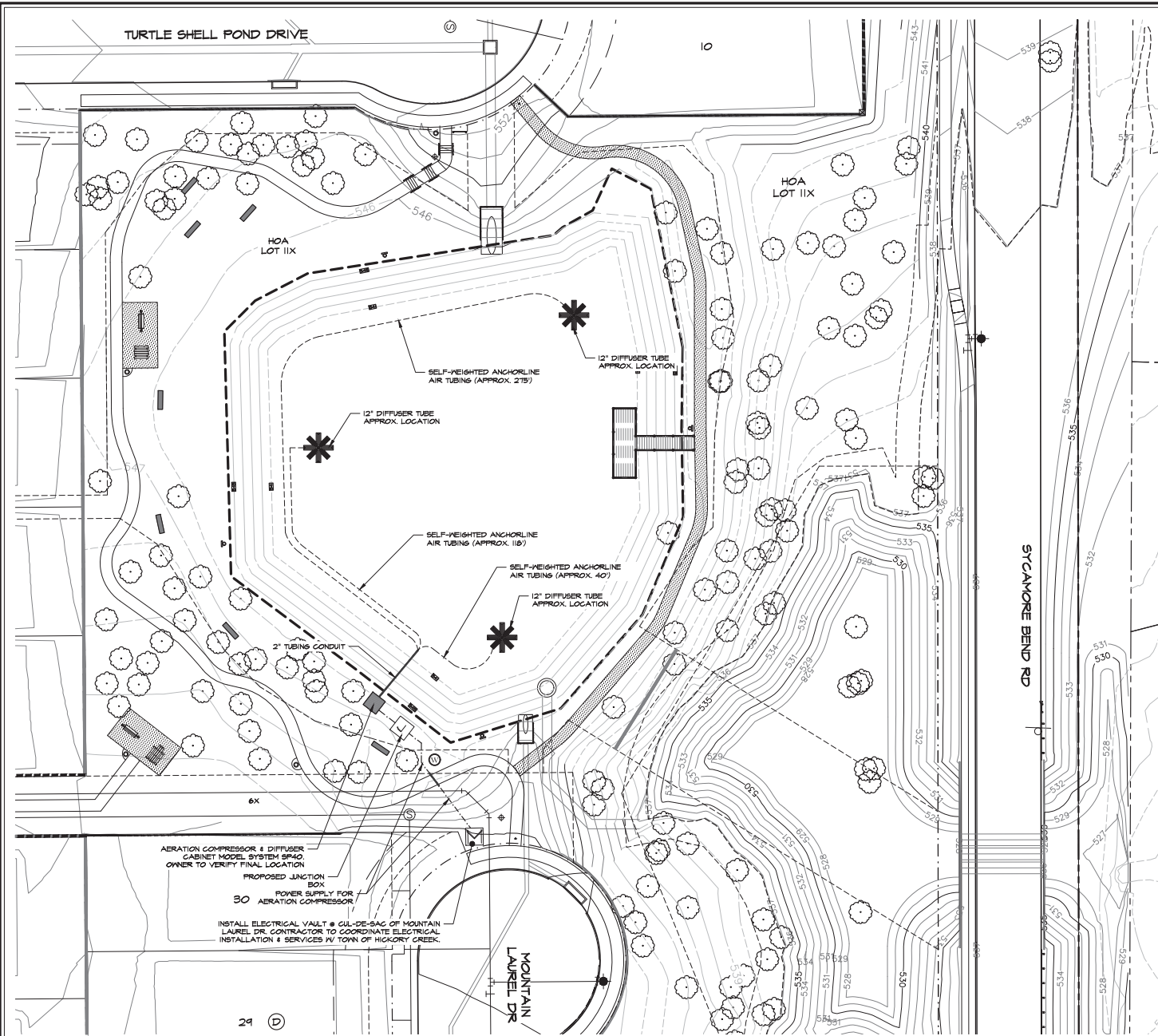
### SIGN LIGHTING NOTES

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### ACCESSIBILITY GENERAL NOTES

1. ALL ACCESSIBLE ROUTES AND RAMPS SHALL CONFORM TO THE PUBLIC ACCESSIBILITY STANDARDS (T.A.S.)
2. PUBLIC ACCESSIBLE ROUTES SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:20 AND CROSS SLOPE GREATER THAN 1:50.
3. PUBLIC ACCESSIBLE RAMPS SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:12 AND A CROSS SLOPE GREATER THAN 1:50.
4. HANDRAILS WILL BE REQUIRED IF RAMP IS LONGER THAN 72 INCHES WITH A MAXIMUM RUNNING SLOPE OF 1:12.



### NOTES:

- COORDINATE ALL ROAD/SIDEWALK TRENCHING AND CLOSURES WITH TOWN OF HICKORY CREEK ENGINEERING DEPARTMENT AND RELATED CONSTRUCTION PARTIES.
- CONTRACTOR TO VERIFY LOCATIONS OF ALL EXISTING UTILITIES AND IMPLEMENT PROPER SAFETY METHODS TO PREVENT UNSAFE DIGGING, DRILLING, OR TRENCHING.

A. AERATION SYSTEM SPECS.  
LOCATION - HICKORY CREEK, DENTON COUNTY, TEXAS.

ENCLOSURE - ONE (1) - AIRECO OUTDOOR ENCLOSURES IV POLYMER BASE.

COMPRESSOR - ONE (1) - SP40 1/2HP, 120V SINGLE PHASE

AIR LINES - THREE (3) INDIVIDUAL LINES - LENGTHS TO BE DETERMINED BY CONTRACTOR. LINES LENGTHS HAVE BEEN APPROXIMATED ON LAYOUT PLAN SHEETS.

AERATION DIFFUSERS - THREE (3) 12" TUBE DIFFUSERS. BASES SHALL BE SUPPLIED WITH ALL THREE TUBE DIFFUSERS (3 TOTAL BASES)

CONTRACTOR TO CONTACT AQUA CONTROL FOR FURTHER SPECIFICATIONS OR PRODUCT ORDERING.  
AQUA CONTROL: (800) 871-0018 info@aquacontrol.com  
LONE STAR FOUNTAINS: (972) 471-8810 info@lonestarfountains.com

### AERATION SYSTEM LEGEND

- AERATION COMPRESSOR IV CAST ALUMINUM RAINPROOF OUTDOOR ENCLOSURE CABINET
- 12" DIFFUSER TUBE MEMBRANES
- PROPOSED METER BASE
- ELECTRICAL JUNCTION BOX
- SELF-WEIGHTED AIR TUBING
- ELECTRICAL POWER SUPPLY LINE

PLAN REVIEW REVISIONS	BY	DATE

### GENERAL NOTES

1. ALL PERTINENT DOCUMENTS, (DRAWINGS, DIRECTIVES, LEASE AGREEMENTS, SPECIFICATIONS, ETC.) ISSUED BY THE ARCHITECT AND/OR OWNER OR OTHER AGENCIES SHALL BE REVIEWED BY THE REPIER THERE-TO, AND COMPLY THEREWITH. SHALL NOT RELIEVE THE RESPONSIBILITIES CONTAINED THEREIN OR BE USED AS A BASIS FOR DEFENSE.
2. SECURE AND PAY FOR ALL PERMITS, CONNECTION CHARGES, FEES, INSURANCE, AND/OR MATERIALS AND LABOR NECESSARY TO COMPLY WITH WORK INVOLVED. ARRANGE WITH THE SERVING UTILITY COMPANIES FOR THE INSTALLATION AND CONNECTION OF ALL REQUIRED UTILITY SERVICES AND MATERIALS (ELECTRICITY, GAS, FIBER, GAS, FIRE SPRINKLER, TELEPHONE AND ELECTRICAL POWER), AND PAY FOR ALL CHARGES ASSOCIATED THEREWITH, EXCEPT WHERE SHOWN OTHERWISE ON THE DRAWINGS.
3. EXECUTE ALL WORK IN ACCORDANCE WITH LOCAL, STATE AND/OR FEDERAL REQUIREMENTS AND SPECIFICATIONS. THE REQUIREMENTS OF THIS PARTICULAR CLASS OF WORK INVOLVED, THE GOVERNING CODES ARE MINIMUM REQUIREMENTS AND WHERE THESE DRAWINGS AND/OR SPECIFICATIONS REQUIRE MORE THAN THE MINIMUM REQUIREMENTS, THESE DRAWINGS AND/OR SPECIFICATIONS SHALL PREVAIL.
4. LOCATIONS, POINTS OF CONNECTION, DIMENSIONAL DATA AND OTHER INFORMATION SHOWN ON THESE DRAWINGS SHALL BE USED AS IS, AND WITHOUT GUARANTEE OF COMPLETE ACCURACY. VISIT THE SITE, OBTAIN COORDINATE DATA TO BE USED AS THE BASIS FOR THE PARTICULAR CLASS OF WORK INVOLVED AND MAKE DUE PROVISION FOR THE SAME SUCH THAT THE RESULTING INSTALLATION WILL BE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
5. THESE DRAWINGS AND ACCOMPANYING SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND/OR OWNER. THEY SHALL NOT INTERFERE WITH THE STRUCTURE OF THE BUILDING AND WHICH WILL FIT INTO THE AVAILABLE SPACES. CAREFULLY LAY OUT ALL WORK TO BE INSTALLED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS. CONDITIONS TO AVOID OBSTRUCTIONS AND ALLOW THE PROPER INSTALLATION OF EACH ITEM.
6. PRIOR TO AND IN CONJUNCTION WITH AND IN COOPERATION WITH ALL OTHER TRADES AND ALL SERVING UTILITY COMPANIES, DETERMINE THE LOCATION OF ALL EXISTING AND PROPOSED UTILITIES, EQUIPMENT, APPARATUS, OUTLETS, AND CONNECTIONS THEREBY BY REFERRING TO AND COORDINATING THE AVAILABLE INFORMATION PROVIDED ON THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL COMPLY WITH THEIR INSTALLATION REQUIREMENTS, SHOP AND/OR ROUGH-IN REQUIREMENTS, THE SERVING UTILITY COMPANIES' REQUIREMENTS, AND THE REQUIREMENTS IN THEIR INSTALLATION MANUALS, ETC. AND THE ACTUAL MEASUREMENTS AT THE SITE AND/OR WITHIN THE BUILDING, PRIOR TO AND IN CONJUNCTION WITH AND IN COOPERATION WITH EACH AND EVERY ITEM CONTAINED IN, AND ASSOCIATED WITH THE PARTICULAR CLASS OF WORK INVOLVED AS SHOWN ON THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL COMPLY WITH SPECIFICATION TOGETHER WITH ALL APPROPRIATE COMPONENTS OF THE PARTICULAR CLASS OF WORK INVOLVED. THE WORK, THIS IS TO INCLUDE, BUT IS NOT NECESSARILY LIMITED TO, THE FOLLOWING: MATERIAL, LABOR, FEES, TRANSPORTATION, TOOLS, STORAGE, PROTECTION, AND/OR REMEDIATION OF THE EXISTING WORK, THE EQUIPMENT, MATERIAL, DEVICES, ETC. INSTALLED AND CONNECTED IN CONFORMANCE WITH ALL REQUIREMENTS GOVERNING THE CLASS OF WORK INVOLVED.
7. ALL CONSTRUCTION SHALL CONFORM IN FULL ACCORDANCE WITH ALL CITY, STATE AND/OR FEDERAL REQUIREMENTS AND SPECIFICATIONS. MINIMUM STANDARD TO BE THE LATEST ADOPTED INTERNATIONAL CODES.
8. LOCAL GENERAL LOCATIONS SHOWN BUT CONFORM TO ALL STRUCTURAL AND FINISHED CONDITIONS OF BUILDING, COORDINATE WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS.
9. LEAVE ALL EXISTING AND PROPOSED UTILITIES, EQUIPMENT, APPARATUS, OUTLETS, AND CONNECTIONS THEREBY BY REFERRING TO AND COORDINATING THE AVAILABLE INFORMATION PROVIDED ON THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL COMPLY WITH THEIR INSTALLATION REQUIREMENTS, SHOP AND/OR ROUGH-IN REQUIREMENTS, THE SERVING UTILITY COMPANIES' REQUIREMENTS, AND THE REQUIREMENTS IN THEIR INSTALLATION MANUALS, ETC. AND THE ACTUAL MEASUREMENTS AT THE SITE AND/OR WITHIN THE BUILDING, PRIOR TO AND IN CONJUNCTION WITH AND IN COOPERATION WITH EACH AND EVERY ITEM CONTAINED IN, AND ASSOCIATED WITH THE PARTICULAR CLASS OF WORK INVOLVED.
10. BEFORE COMMENCEMENT OF WORK, THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS, ELEVATIONS, AND CHARACTERISTICS OF ALL EXISTING AND PROPOSED UTILITIES, EQUIPMENT, APPARATUS, OUTLETS, AND CONNECTIONS THEREBY BY REFERRING TO AND COORDINATING THE AVAILABLE INFORMATION PROVIDED ON THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT AT ANY DISCREPANCY.
11. PROVIDE SHOP DRAWINGS AND ALL EQUIPMENT TO BE USED.
12. DELIVER MATERIALS TO JOB SITE IN ORIGINAL UNOPENED PACKAGING, PROTECT AND MAINTAIN IN GOOD CONDITION UNTIL THE MANUFACTURER INDICATED.
13. NO COMBUSTIBLE MATERIALS OF ANY TYPE CAN BE INSTALLED

## PLUMBING

- [illegible]

## ELECTRICAL

- WORK. INCLUDES:
1. THE FOLLOWING LIST IS NOT TO BE CONSIDERED AS COMPLETE AND MAY BE ADDED AS THE FOLLOWING:
    - 1.1. ELECTRIC SERVICE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (N.E.C.)
    - 1.2. TELEPHONE SERVICE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF THE NATIONAL TELEPHONE COOPERATIVE ASSOCIATION (N.T.C.A.)
    - 1.3. PLUMBING SYSTEM INSTALLED IN INTERIOR AND EXTERIOR AREAS.
    - 1.4. SYSTEM INSTALLED INCLUDING INTERIOR AREAS AND EXTERIOR AREAS.
    - 1.5. LIGHT AND VOLTAGE CONTROL CIRCUITS FOR OPERATION OF LIGHTS, FANS, VENTILATING, AND PLUMBING SYSTEMS AS DEFINED ON VENTILATING AND PLUMBING CONSTRUCTION DOCUMENTS.
    - 1.6. ELECTRICAL POWER AND TELEPHONE SERVICES AND EQUIPMENT TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF SERVING UTILITY COMPANIES AND SHALL MEET WITH APPROVAL OF LOCAL AND STATE INSPECTING AUTHORITIES.
  2. GENERAL SCOPE
    - 2.1. UNDER THE CONTRACT, THE CONTRACTOR SHALL PERFORM TESTS OF INSTALLED WORK AS HEREIN SPECIFIED
    - 2.2. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, LABOR AND TECHNICAL SUPERVISION TO PERFORM TESTS AND SUCH TESTS SHALL BE IN ACCORDANCE WITH ALL TESTS SHALL BE PERFORMED IN COMPLIANCE WITH THE RECOMMENDATIONS AND REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (N.E.C.), N.E.T.A., (N.E.T.A.) AND APPLICABLE CODES AND STANDARDS.
  3. TESTING:
    - 3.1. UPON COMPLETION OF THE WORK AND ADJUSTMENT OF ALL EQUIPMENT AND DEMONSTRATE THAT ALL SYSTEMS AND EQUIPMENT OPERATE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND TO BE FREE FROM ALL DEFECTS AND SUCH TESTS SHALL BE IN ACCORDANCE WITH ALL SYSTEMS FREE FROM SHORT CIRCUITS AND SHOW AN INSULATION RESISTANCE BETWEEN PHASE CONDUCTORS AND GROUND NOT LESS THAN 200,000 OHMS PER PHASE AND A MINIMUM OF 60 AMPACITY AND HIGHER.
    - 3.2. PRIOR TO TESTING MOTORS, MEASURE THE VOLTAGE FOR PHASE BALANCE AND REPORT IMMEDIATELY TO THE OWNERS REPRESENTATIVE IF EXCEEDS 1% FROM MEAN.
  4. PANELBOARD
    - 4.1. PANELBOARDS SHALL BE 42 Poles WITH MAIN AND BRANCH CIRCUIT BREAKERS SHALL BE BOLT-ON, QUICK-MAKE, QUICK-BREAK COMMON TRIP UNITS AND SHALL HAVE A SHORT CIRCUIT INTERRUPTING CAPACITY IN EXCESS OF THE AVAILABLE FAULT CURRENT.
    - 4.2. IDENTIFIABLE CIRCUIT BREAKERS, IDENTIFY BY NAME OR ITC
    - 4.3. ACCEPTABLE PANELBOARD MANUFACTURERS: SIEMENS OR SQUARE D
  5. VERIFY SHORT CIRCUIT CURRENT AVAILABLE WITH POWER COMPANY PROVIDED BY THE CONTRACTOR SHALL BE COORDINATED AND ADEQUATE INTERRUPTING CAPACITY SHORT CIRCUIT RATINGS OF SHEETBOARD SHALL BE STAMPED ON PANELBOARD
  6. SUBMITTALS TO INCLUDE VOLTAGE-CURRENT RATING, SHORT CIRCUIT CURRENT RATING, AND ALL OTHER PHYSICAL DIMENSIONS, AVAILABLE CONDUIT SCHEDULE, CIRCUIT SCHEDULE, PROVIDE COMPLETE TYPEWRITTEN IDENTIFICATION DIRECTORY OF ALL MAIN AND BRANCH CIRCUITS IN THE PANEL DOOR.
  7. PROVIDE TO HAVE BAKELITE NAME PLATES.
  8. BUS BAR TO BE COPPER COATED ALUMINUM.
  9. WIRING TO BE COPPER IN CONDUITS, NO BX, AG, MC OR ROMEX

Bladler ES Design Group, P.L.L.C.  
180 W. Main Street  
Leavenworth, Kansas 66047  
800.475-7000

ES&S Firm (bladler)



Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Incl

## REFERENCE PLAN

## Aeration System Notes

## Sycamore Cove

Town of Hickory Creek, Denton County, Texas

#	PLAN REVIEW REVISIONS	BY	DATE
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PROJECT

BZH017

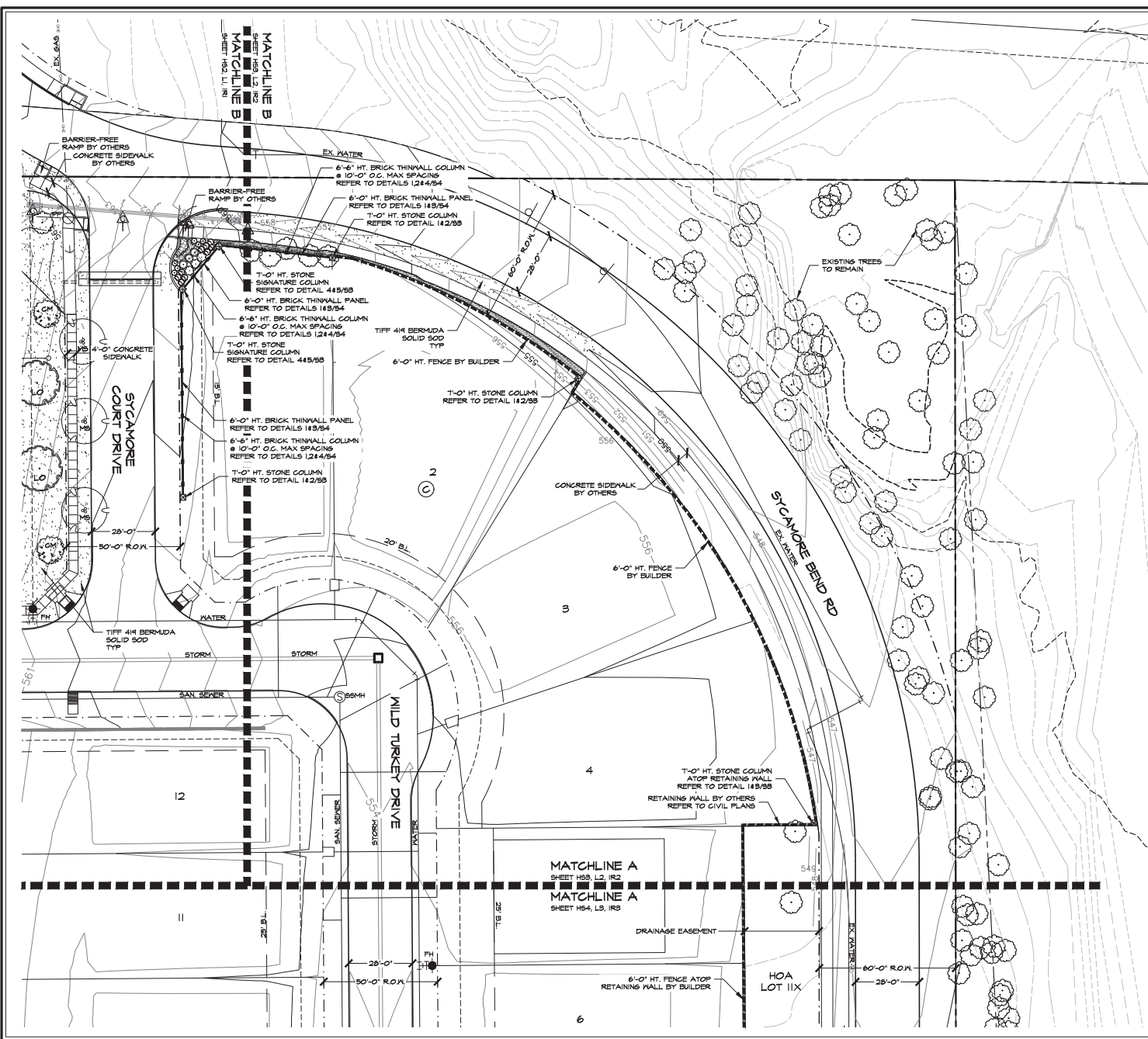
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### LANDSCAPE LEGEND

- LIVE OAK / QUERCUS VIRGINIANA  
(8" CALIPER, \* DENOTES 8" CALIPER)
- MEXICAN SYCAMORE /  
PLATANUS MEXICANA  
(8" CALIPER)
- BALD CYPRESS /  
TAXODIUM DISTICHUM  
(8" CALIPER)
- WEEPING WILLOW /  
SALIX BABINGTONIA  
(8" CALIPER)
- TWILIGHT GRAPE MYRTLE /  
LAGERSTROEMIA INDICA TWILIGHT  
(2" CALIPER)
- NELLIE R. STEVENS HOLLY /  
ILEX X NELLIE R. STEVENS  
(15 GALLON)
- DWARF BURFORD HOLLY /  
ILEX CORNUTA 'BURFORDII' NANA  
(5 GALLON)
- "PURPLE DIAMOND" LOROPETALUM /  
LOROPETALUM CHINENSE 'PURPLE DIAMOND'  
(5 GALLON)
- COLOR GUARD YUCCA /  
YUCCA FILAMENTOSA 'COLOR GUARD'  
(5 GALLON)
- INDIAN HAWTHORN 'SNOW WHITE' /  
RAPHIOLEPIS INDICA 'SNOW WHITE'  
(5 GALLON)
- BLUE STAR JUNIPER /  
JUNIPERUS SPACHANATA 'BLUE STAR'  
(5 GALLON)
- GRAY LAVENDER COTTON /  
SANTOLINA CHANACYPARIBUS  
(1 GALLON PLANTS SPACED 24" O.C.)
- "LITTLE BUNNY" DWARF MOUNTAIN GRASS /  
PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'  
(1 GALLON PLANTS SPACED 12" O.C.)
- WEEPING LOVE GRASS / ERAGROSTIS CURVULA  
(1 GALLON PLANTS SPACED 18" O.C.)
- TIFF 414 BERMUDA SOLID SOD  
(MINIMUM 100% COVERAGE)

**\*\*WARNINGS\*\***  
EXISTING UNDERGROUND UTILITIES. FIELD  
VERIFY LOCATION PRIOR TO CONSTRUCTION  
OR EXCAVATION.

### ACCESSIBILITY GENERAL NOTES

1. ALL ACCESSIBLE ROUTES AND RAMPS SHALL CONFORM TO THE TEXAS ACCESSIBILITY STANDARDS (TAS).
2. PUBLIC ACCESSIBLE ROUTES SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:20 AND CROSS SLOPE GREATER THAN 1:50.
3. RAMPS SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:12 AND A CROSS SLOPE GREATER THAN 1:50.
4. HANDRAILS WILL BE REQUIRED IF RAMP IS LONGER THAN 12 INCHES WITH A MAXIMUM RUNNING SLOPE OF 1:12.

Studio 184 Design Group, P.L.L.C.  
184 S. Main Street  
Lubbock, Texas 79401  
(806) 791-1844  
1844 Four (1844)

AUGUST 27, 2021

NORTH

20 10 0 10 20

1" = 20' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

LANDSCAPE AND SCREENING

Landscape Plans

Sycamore Cove

PLAN REVIEW REVISIONS	BY	DATE

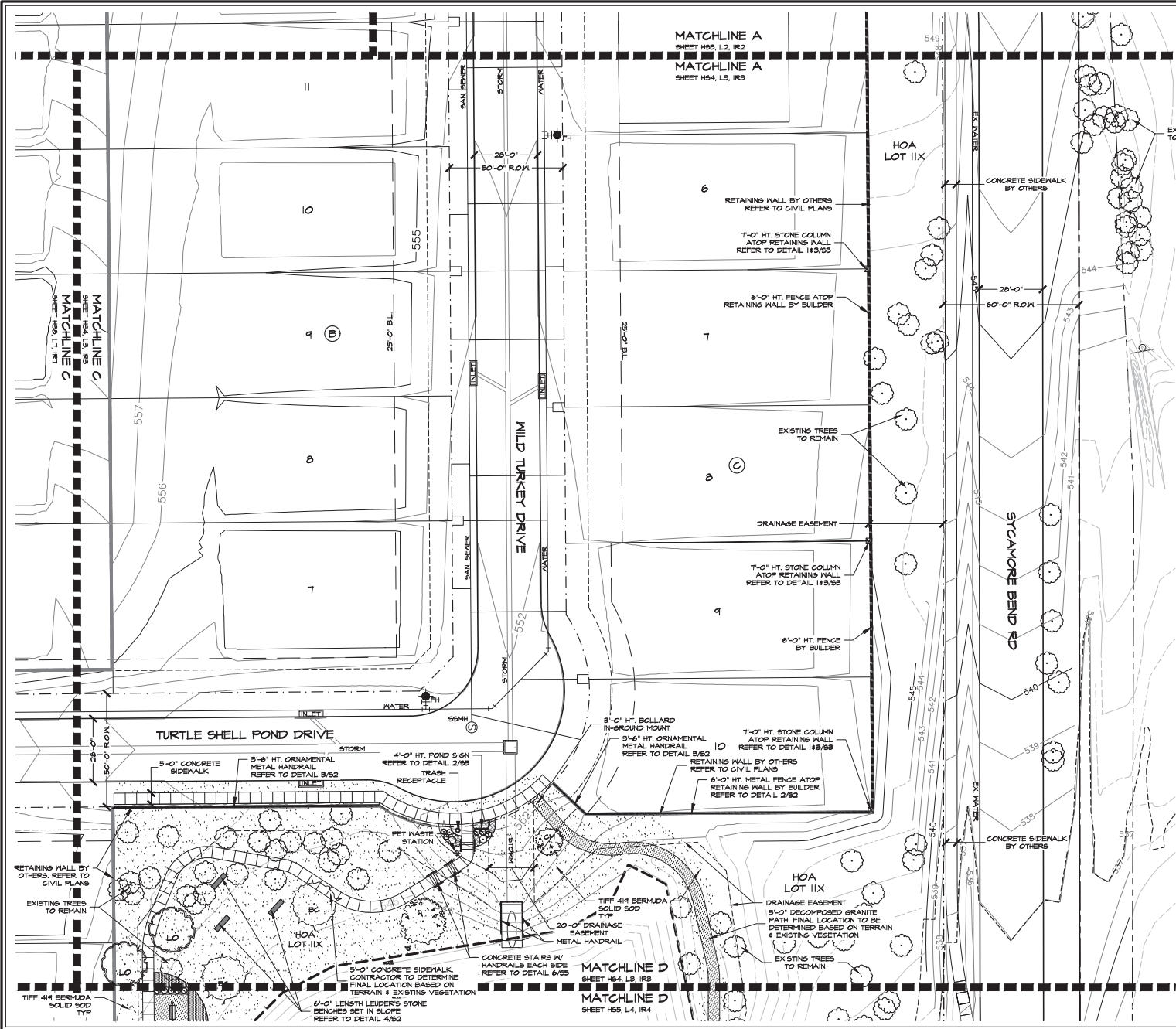
PROJECT

BZH017

SHEET

L2

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### LANDSCAPE LEGEND

- LO LIVE OAK / QUERCUS VIRGINIANA (8" CALIPER, \* DENOTES 6" CALIPER)
- MS MEXICAN SYCAMORE / PLATANUS MEXICANA (8" CALIPER)
- BC BALD CYPRRESS / TAXODIUM DISTICHUM (8" CALIPER)
- WM WEeping WILLOW / SALIX BABYLONICA (8" CALIPER)
- TM TWILIGHT GRAPE MYRTLE / LAURUSTROBILIA INDICA TWILIGHT (2" CALIPER)
- NS NELLIE R. STEVENS HOLLY / ILEX X NELLIE R. STEVENS (5 GALLON)
- DI DWARF BURFORD HOLLY / ILEX CORNUTA 'BURFORDI' NANA (7 GALLON)
- PD 'PURPLE DIAMOND' LOROPETALUM / LOROPETALUM CHINENSE 'PURPLE DIAMOND' (5 GALLON)
- CG COLOR GUARD YUGCA / YUGCA FILAMENTOSA 'COLOR GUARD' (5 GALLON)
- SN INDIAN HAWTHORN 'SNOW WHITE' / RAPHAELIS INDICA 'SNOW WHITE' (5 GALLON)
- BS BLUE STAR JUNIPER / JUNIPERUS SPACHIANA 'BLUE STAR' (5 GALLON)
- GL GRAY LAVENDER COTTON / SANTOLINA CHAMASOPHARIS (1 GALLON, PLANTS SPACED 24" O.C.)
- LB LITTLE BUNNY DWARF FOUNTAIN GRASS / PENNISETUM ALOPECUROIDES 'LITTLE BUNNY' (1 GALLON, PLANTS SPACED 12" O.C.)
- KL KEEPING LOVE GRASS / ERAGROSTIS CURVULA (1 GALLON, PLANTS SPACED 18" O.C.)
- TI TIFF 414 BERMUDA SOLID SOD (MINIMUM 100% COVERAGE)

**\*\*WARNINGS\*\***  
EXISTING UNDERGROUND UTILITIES, FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION OR EXCAVATION.

- ### ACCESSIBILITY GENERAL NOTES
- ALL ACCESSIBLE ROUTES AND RAMPS SHALL CONFORM TO THE TEXAS ACCESSIBILITY STANDARDS (TAS).
  - PUBLIC ACCESSIBLE ROUTES SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:50 AND CROSS SLOPE GREATER THAN 1:50.
  - RAMPS SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:12 AND A CROSS SLOPE GREATER THAN 1:50.
  - HANDRAILS WILL BE REQUIRED IF RAMP IS LONGER THAN 12 INCHES WITH A MAXIMUM RUNNING SLOPE OF 1:12.

Studio 184 Design Group, P.L.L.C.  
Mike W. Allen, Architect  
Landscape, Since 1981  
408-673-1844  
1848 Foss (Mk4)

August 27, 2021

NORTH  
0 10 20  
1" = 20' - 0"  
Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.  
One Inch

### LANDSCAPE AND SCREENING

Landscape Plans  
Sycamore Cove

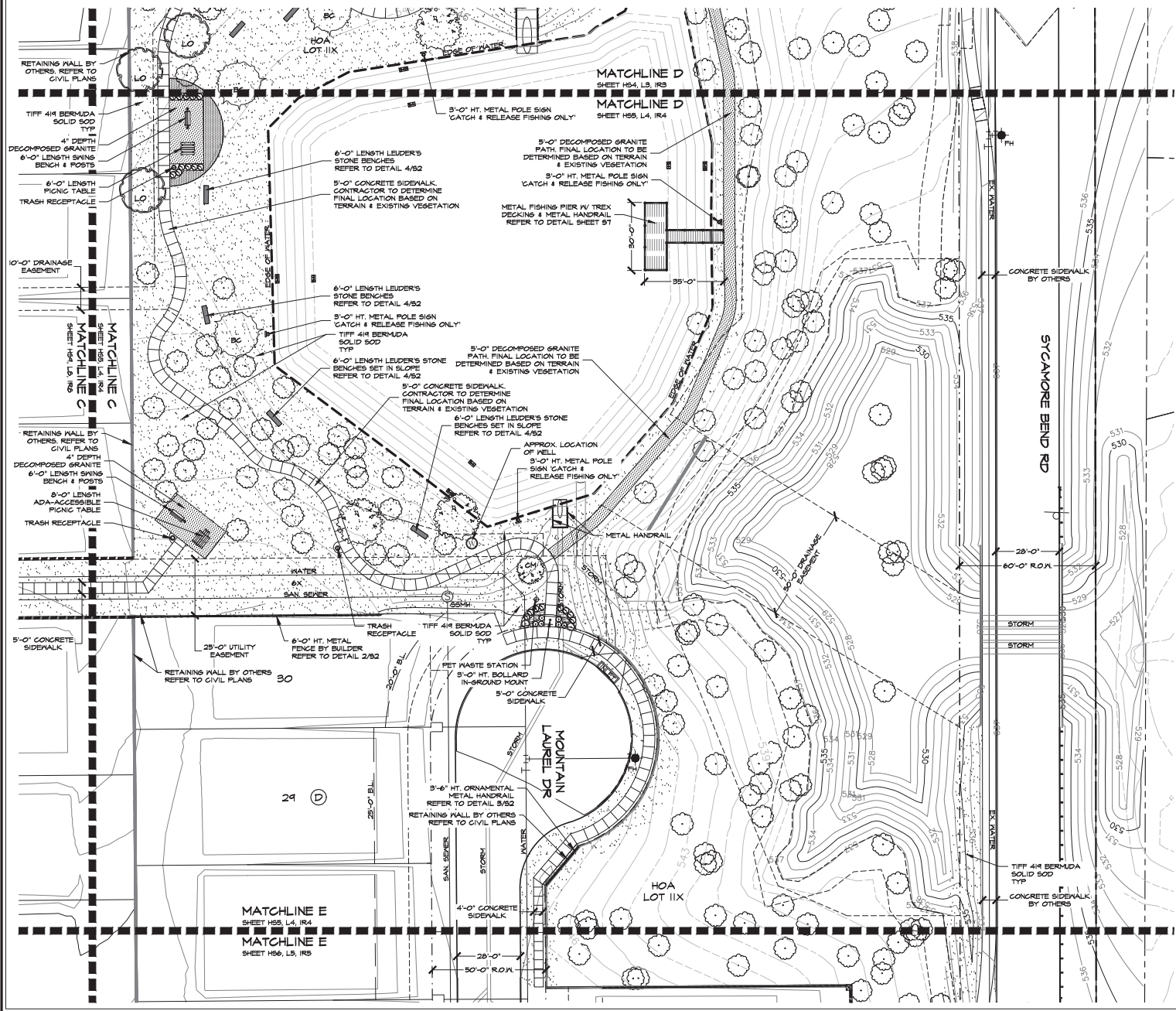
Town of Hickory Creek, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE
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PROJECT  
**BZH017**

SHEET  
**L3**

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4:01 PM



- ### LANDSCAPE LEGEND
- LO LIVE OAK / QUERCUS VIRGINIANA  
(8" CALIPER, \* DENOTES 8" CALIPER)
  - MS MEXICAN SYCAMORE / PLATANUS MEXICANA  
(8" CALIPER)
  - BC BALD CYPRESS / TAXODIUM DISTICHUM  
(8" CALIPER)
  - WP KEEPING WILLOW / SALIX BABYLONICA  
(8" CALIPER)
  - CM 'TWILIGHT' GRAPE MYRTLE / LAGERSTRÖMIA INDICA 'TWILIGHT'  
(2" CALIPER)
  - NS NELLIE R. STEVENS HOLLY / ILEX X NELLIE R. STEVENS  
(15 GALLON)
  - DB DWARF BURFORD HOLLY / ILEX CORNUTA 'BURFORDII NANA'  
(5 GALLON)
  - PD 'PURPLE DIAMOND' LOROPETALUM / LOROPETALUM CHINENSE 'PURPLE DIAMOND'  
(5 GALLON)
  - CG 'COLOR GUARD' YUCCA / YUCCA FILAMENTOSA 'COLOR GUARD'  
(5 GALLON)
  - IS INDIAN HANTHORN 'SNOW WHITE' / RAPHANOPHYLLIS INDICA 'SNOW WHITE'  
(5 GALLON)
  - BS 'BLUE STAR' JUNIPER / JUNIPERUS SOJANATA 'BLUE STAR'  
(5 GALLON)
  - GC GRAY LAVENDER COTTON / SANTOLINA GAMBACYPARIENSIS  
(1 GALLON, PLANTS SPACED 24" O.C.)
  - LB 'LITTLE BUNNY' DWARF POUNTAIN GRASS / PENNSETUM ALOPECUROIDES 'LITTLE BUNNY'  
(1 GALLON, PLANTS SPACED 12" O.C.)
  - KL KEEPING LOVE GRASS / ERAGROSTIS CURVULA  
(1 GALLON, PLANTS SPACED 18" O.C.)
  - SB TIFF 4H BERMUDA SOLID SOD  
(MINIMUM 100% COVERAGE)

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Studio 184  
DESIGN GROUP, PLLC  
Mike R. Allen, Owner  
Lancaster, Texas 75087  
(817) 451-1844  
1844 Foss (1844)

August 27, 2021

LANDSCAPE AND SCREENING

Landscape Plans

Sycamore Cove

Town of Hickory Creek, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE

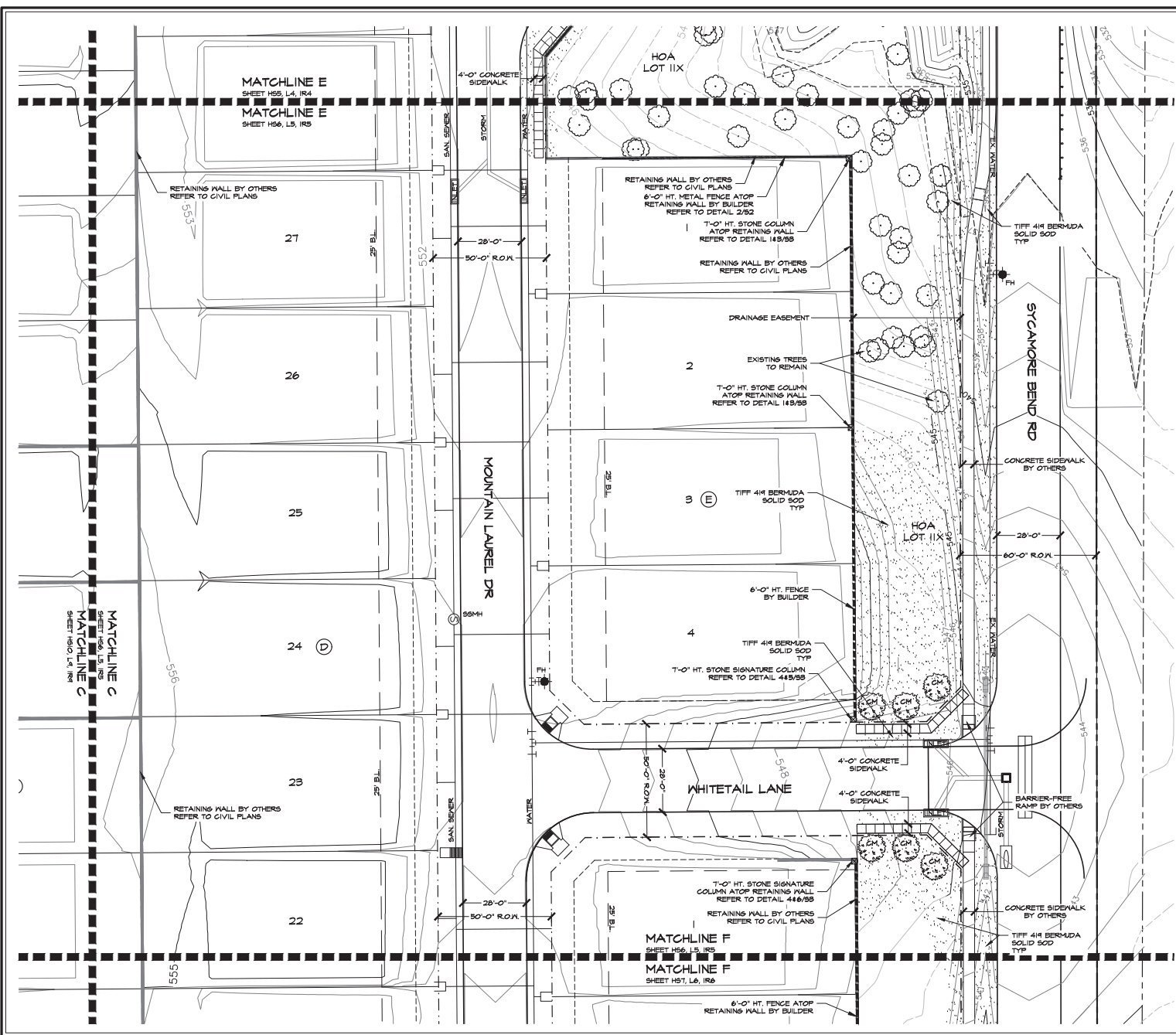
PROJECT

BZH017

SHEET

L4

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- ### LANDSCAPE LEGEND
- LO LIVE OAK / QUERCUS VIRGINIANA (8" CALIPER, \* DENOTES 8" CALIPER)
  - MS MEXICAN SYCAMORE / PLATANUS MEXICANA (8" CALIPER)
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  - KEEPPING WILLOW / SALIX BABYLONICA (8" CALIPER)
  - CM TWILIGHT GRAPE MYRTLE / LAGERSTRÖMIA INDICA 'TWILIGHT' (2" CALIPER)
  - NS NELLIE R. STEVENS HOLLY / ILEX X NELLIE R. STEVENS (15 GALLON)
  - DYWARF BURFORD HOLLY / ILEX CORNUTA 'BURFORDII NANA' (7 GALLON)
  - PURPLE DIAMOND' LOROPETALUM / LOROPETALUM CHINENSE 'PURPLE DIAMOND' (9 GALLON)
  - COLOR GUARD YUCCA / YUCCA FILAMENTOSA 'COLOR GUARD' (3 GALLON)
  - INDIAN HARTTHORN 'SNOW WHITE' / RAPHIOLEPIS INDICA 'SNOW WHITE' (3 GALLON)
  - BLUE STAR' JUNIPER / JUNIPERUS SQUAMATA 'BLUE STAR' (3 GALLON)
  - GRAY LAVENDER COTTON / SANTOLINA CHAMAECYPARISUS (1 GALLON, PLANTS SPACED 24" O.C.)
  - LITTLE BUNNY' DWARF FOUNTAIN GRASS / PENNISTETUM ALOPECUROIDES 'LITTLE BUNNY' (1 GALLON, PLANTS SPACED 12" O.C.)
  - KEEPPING LOVE GRASS / ERAGROSTIS CURVULA (1 GALLON, PLANTS SPACED 18" O.C.)
  - TIFF 414 BERMUDA SOLID SOD (MINIMUM 100% COVERAGE)

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Studio 184  
DESIGN GROUP, PLLC  
Mike R. Olson, Architect  
Landscape, Since 1981  
404-673-1844  
1848 Fox Road

August 27, 2021

NORTH

20 10 0 10 20  
1" = 20' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

LANDSCAPE AND SCREENING

Landscape Plans  
Sycamore Cove

Town of Hickory Creek, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE

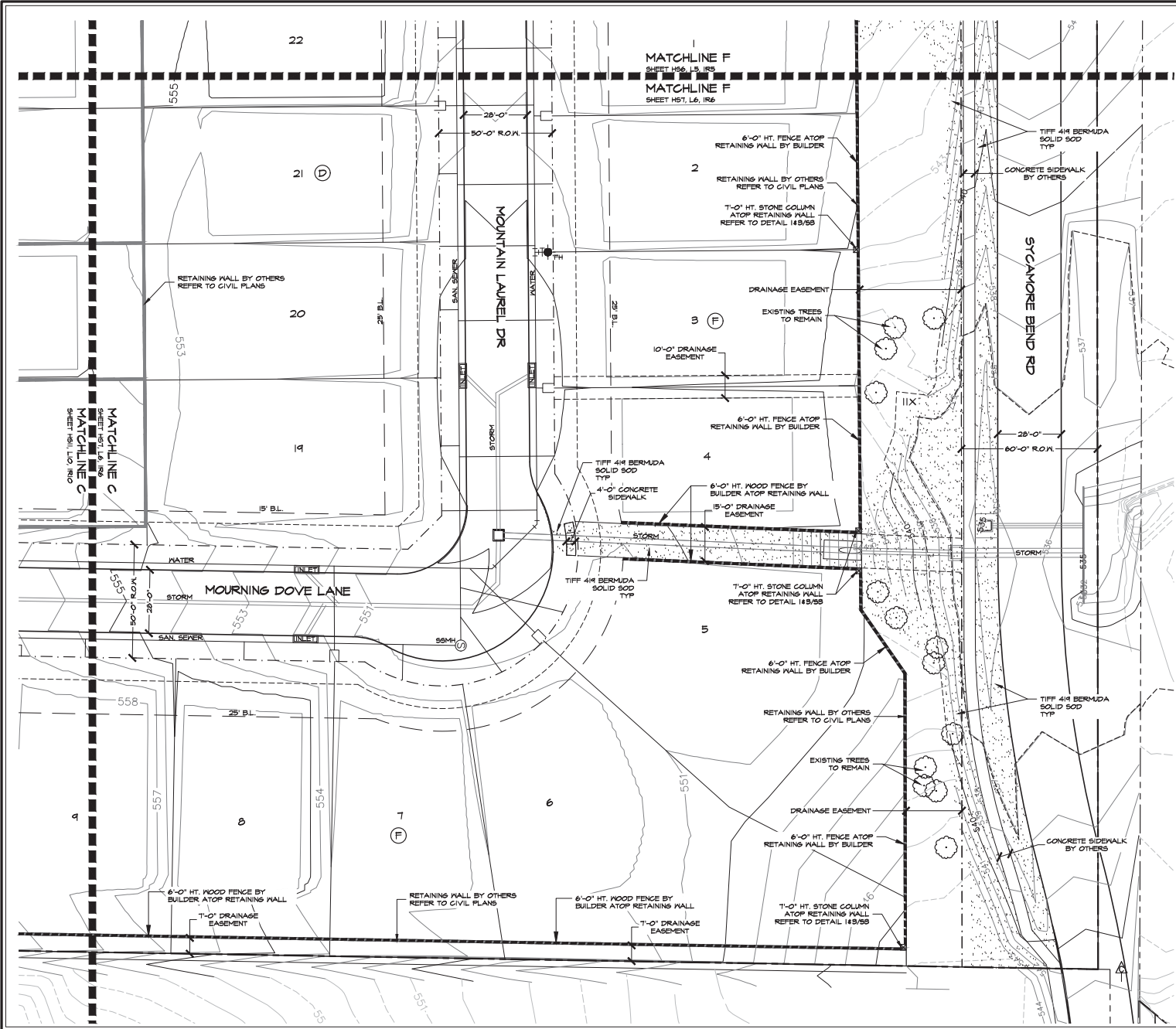
PROJECT

BZH017

SHEET

L5

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Plotted by: ##### Plot Date: 8/26/2021 4:05 PM



### LANDSCAPE LEGEND

- LIVE OAK / QUERCUS VIRGINIANA  
(8" CALIPER, \* DENOTES 8" CALIPER)
- MEXICAN SYCAMORE /  
PLATANUS MEXICANA  
(8" CALIPER)
- BALD CYPRESS /  
TAXODIUM DISTICHUM  
(8" CALIPER)
- WEeping WILLOW /  
SALIX BABYLONICA  
(8" CALIPER)
- TWILIGHT GRAPE MYRTLE /  
LAEVISTRUM INDICA TWILIGHT  
(2" CALIPER)
- NELLIE R. STEVENS HOLLY /  
ILEX X NELLIE R. STEVENS  
(5 GALLON)
- DWARF BURFORD HOLLY /  
ILEX CORNUTA BURFORDII NANA  
(1 GALLON)
- PURPLE DIAMOND / LOROPETALUM /  
LOROPETALUM CHINENSE PURPLE DIAMOND  
(5 GALLON)
- COLOR GUARD YUCCA /  
YUCCA FILAMENTOSA COLOR GUARD  
(5 GALLON)
- INDIAN HANTHORN SNOW WHITE /  
RAPHOLEPS INDICA SNOW WHITE  
(5 GALLON)
- BLUE STAR JUNIPER /  
JUNIPERUS SQAMMATA BLUE STAR  
(5 GALLON)
- GRAY LAVENDER COTTON /  
SANTOLINA CHAMAEOPHYLLIS  
(1 GALLON PLANTS SPACED 24" O.C.)
- LITTLE BUNNY DWARF FOUNTAIN GRASS /  
PENNISETUM ALOPECUROIDES LITTLE BUNNY  
(1 GALLON PLANTS SPACED 12" O.C.)
- KEEPING LOVE GRASS / ERAGROSTIS CURVULA  
(1 GALLON PLANTS SPACED 18" O.C.)
- TIFF 414 BERMUDA SOLID SOD  
(MINIMUM 100% COVERAGE)

**\*\*WARNINGS\*\***  
EXISTING UNDERGROUND UTILITIES. FIELD  
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Studio 184 Design Group, P.A.C.  
Mike M. & Mike M.  
Landscape Architects  
1844 Fwy 1844  
August 27, 2021

NORTH

20 10 0 10 20

1" = 20' - 0"

One Inch

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## LANDSCAPE AND SCREENING

Landscape Plans  
Sycamore Cove

Town of Hickory Creek, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE

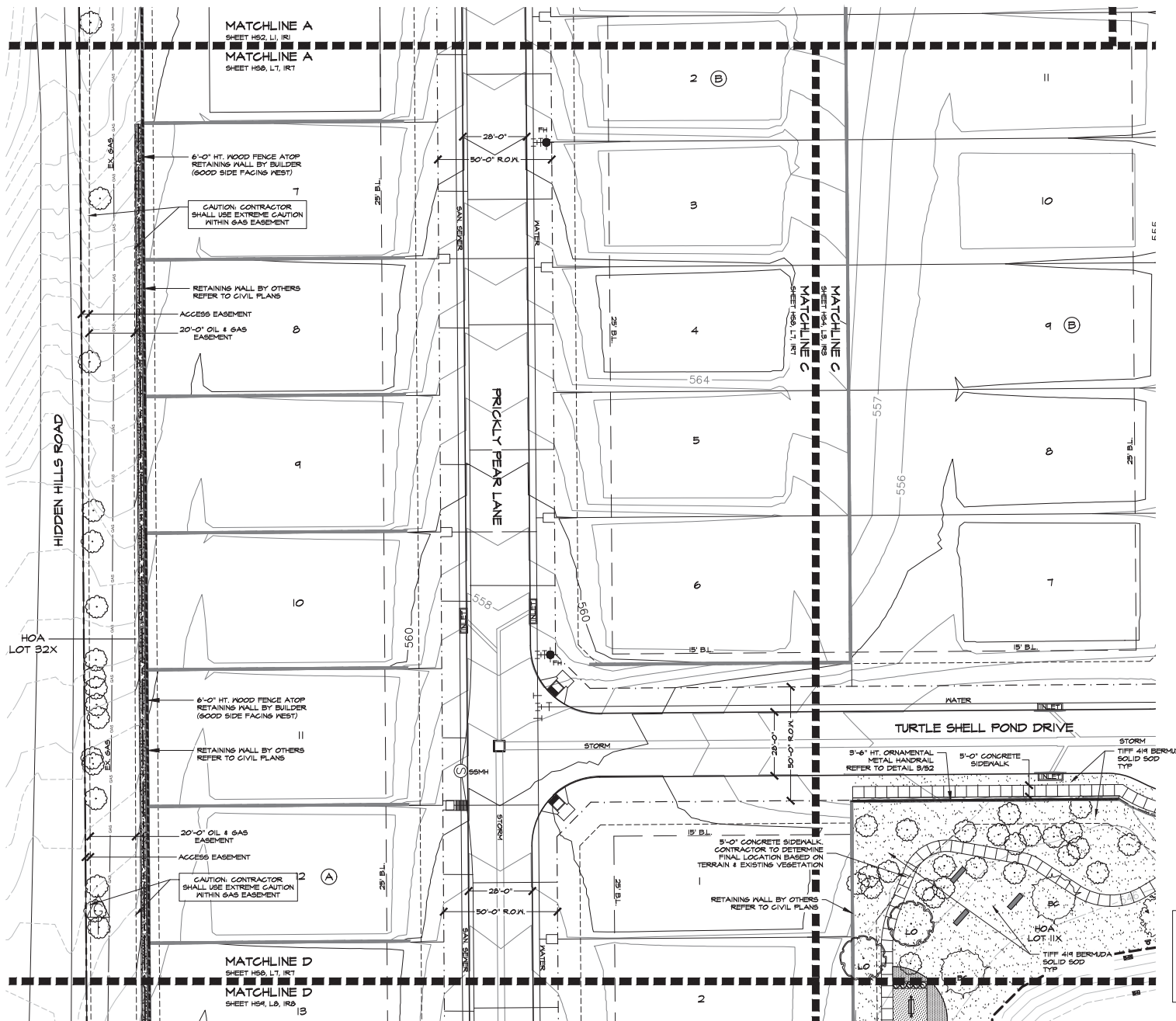
PROJECT

**BZ0107**

SHEET

**L6**

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### LANDSCAPE LEGEND

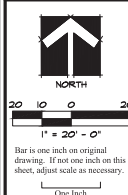
- LO LIVE OAK / QUERCUS VIRGINIANA  
(3" CALIPER \* DENOTES 8" CALIPER)
- MS MEXICAN SYCAMORE / PLATANUS MEXICANA  
(3" CALIPER)
- BC BALD CYPRESS / TAXODIUM DISTICHUM  
(3" CALIPER)
- WM WEeping WILLOW / SALIX BABYLONICA  
(3" CALIPER)
- CH TWILIGHT GRAPE HYDRATE / LAGERSTROEMIA INDICA TWILIGHT  
(2" CALIPER)
- NS NELLIE R. STEVENS HOLLY / ILEX X NELLIE R. STEVENS  
(5 GALLON)
- DI DWARF BURFORD HOLLY / ILEX CORNUTA BURFORDII NANA  
(7 GALLON)
- PD "PURPLE DIAMOND" LOROPETALUM / LOROPETALUM CHINENSE PURPLE DIAMOND  
(5 GALLON)
- CG COLOR GUARD YUCCA / YUCCA FILAMENTOSA COLOR GUARD  
(5 GALLON)
- IS INDIAN HAWTHORN SNOW WHITE / RAHPHOLEPS INDICA SNOW WHITE  
(5 GALLON)
- BS BLUE STAR JUNIPER / JUNIPERUS SQUMAMATA BLUE STAR  
(3 GALLON)
- GR GRAY LAVENDER COTTON / SANTOLINA GRAMAEOPARISUS  
(1 GALLON, PLANTS SPACED 24" O.C.)
- LB LITTLE BUNNY DWARF FOUNTAIN GRASS / PENNSETUM ALOPECUROIDES LITTLE BUNNY  
(1 GALLON, PLANTS SPACED 12" O.C.)
- KG KEPPING LOVE GRASS / ERAGROSTIS CURVILA  
(1 GALLON, PLANTS SPACED 15" O.C.)
- TI TIFF 414 BERMUDA SOLID SOD  
(MINIMUM 100% COVERAGE)

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**STUDIO 184**  
DESIGN GROUP  
Studio 184 Design Group, PLLC  
184 N. Main Street  
Lubbock, Texas 79401  
(806) 791-1844  
1844 Five (Five)



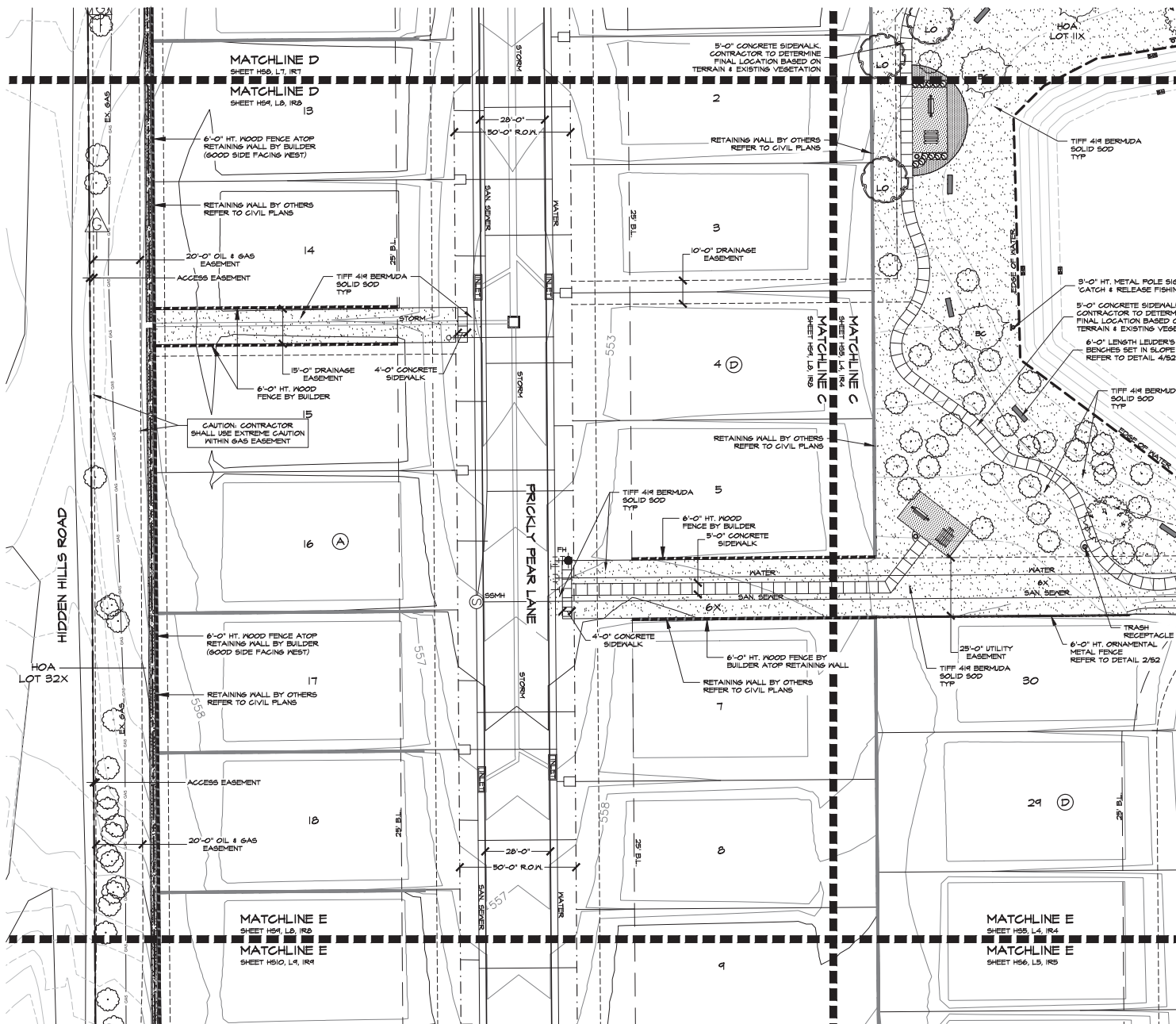
### LANDSCAPE AND SCREENING

Landscape Plans  
Sycamore Cove

Town of Hickory Creek, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE
PROJECT	BZH017	
SHEET	L7	

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### LANDSCAPE LEGEND

- LIVE OAK / QUERCUS VIRGINIANA (8" CALIFER, 1" DENSER 8" CALIFER)
- MEXICAN SYCAMORE / PLATANUS MEXICANA (8" CALIFER)
- BALD CYPRESS / TAXODIUM DISTICHUM (8" CALIFER)
- KEEPING WILLOW / SALIX BABYLONICA (8" CALIFER)
- TWILIGHT GRAPE MYRTLE / LAURUSTROBILIA INDICA TWILIGHT (2" CALIFER)
- NELLIE R. STEVENS HOLLY / ILEX X NELLIE R. STEVENS (8 GALLON)
- DWARF BURFORD HOLLY / ILEX CORNUTA BURFORDI NANA (7 GALLON)
- PURPLE DIAMOND LOROPETALUM / LOROPETALUM CHINENSE PURPLE DIAMOND (8 GALLON)
- COLOR GUARD YUCCA / YUCCA FILAMENTOSA COLOR GUARD (8 GALLON)
- INDIAN HAWTHORN SNOW WHITE / RAPHAELIS INDICA SNOW WHITE (8 GALLON)
- BLUE STAR JUNIPER / JUNIPERUS SPACHIANA BLUE STAR (8 GALLON)
- GRAY LAVENDER COTTON / SANTOLINA CHAMACOTPARIS (1 GALLON, PLANTS SPACED 24" O.C.)
- LITTLE BUNNY DWARF FOUNTAIN GRASS / PENNSETUM ALOPECUROIDES LITTLE BUNNY (1 GALLON, PLANTS SPACED 12" O.C.)
- KEEPING LOVE GRASS / ERAGROSTIS CURVULA (1 GALLON, PLANTS SPACED 18" O.C.)
- TIFF 4/14 BERMUDA SOLID SOD (MINIMUM 100% COVERAGE)

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Studio 184 Design Group, P.A.C.  
184 S. Main Street  
Lubbock, Texas 79401  
(806) 791-1844

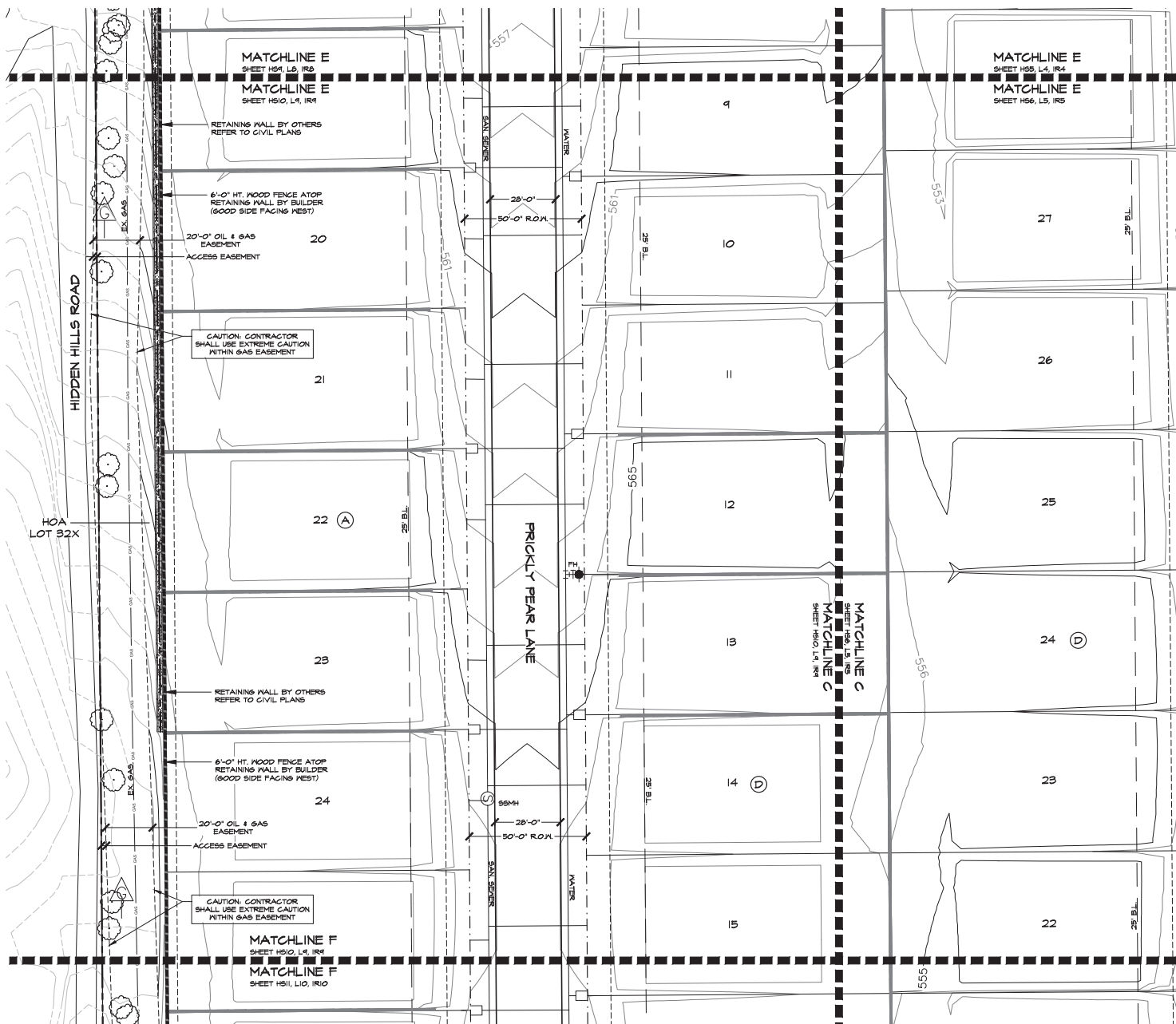
August 27, 2024

1" = 20' - 0"

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LANDSCAPE AND SCREENING	
Landscape Plans	
Sycamore Cove	
DATE	
BY	
PLAN REVIEW REVISIONS	
NO.	
PROJECT	
BZH017	
SHEET	
L8	

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Plotted by: ##### Plot Date: 8/26/2024 4:06 PM



**LANDSCAPE LEGEND**

- L.O.** LIVE OAK / QUERCUS VIRGINIANA (8" CALIPER; \* DENOTES 8" CALIPER)
- MS** MEXICAN SYCAMORE / PLATANUS MEXICANA (8" CALIPER)
- BC** BALD CYPRESS / TAXODIUM DISTICHUM (8" CALIPER)
- W** WEEPING WILLOW / SALIX BABYLONICA (8" CALIPER)
- GM** TWILIGHT GRAPE MYRTLE / LASESTROCHIA INDICA TWILIGHT (2" CALIPER)
- NR** NELLIE R. STEVENS HOLLY / ILEX X NELLIE R. STEVENS (5 GALLON)
- BH** DWARF BURFORD HOLLY / ILEX CORNUTA BURFORDII NANA (7 GALLON)
- PD** PURPLE DIAMOND\* LOROPETALUM / LOROPETALUM CHINENSE PURPLE DIAMOND (5 GALLON)
- CG** COLOR GUARD YUCCA / YUCCA FILAMENTOSA COLOR GUARD (5 GALLON)
- IH** INDIAN HAWTHORN SNOW WHITE / RAIPHOLEPIS INDICA SNOW WHITE (5 GALLON)
- JS** BLUE STAR JUNIPER / JUNIPERUS SQUMAMATA BLUE STAR (5 GALLON)
- LC** GRAY LAVENDER COTTON / SANTOLINA CHAMASOPHARISUS (1 GALLON, PLANTS SPACED 24" O.C.)
- LB** LITTLE BUNNY DWARF FOUNTAIN GRASS / PENNISETUM ALOPECUROIDES LITTLE BUNNY (1 GALLON, PLANTS SPACED 12" O.C.)
- LG** WEEPING LOVE GRASS / ERAGROSTIS CURVULA (1 GALLON, PLANTS SPACED 18" O.C.)
- 4H** TUFF 4H BERMDA SOLID SOD (MINIMUM 100% COVERAGE)

**\*\*WARNING\*\***  
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Studio 184 Design Group, PLLC  
184 S. Main Street  
Lubbock, Texas 79401  
(806) 791-1844  
1848 Four (806) 791-1844

**LANDSCAPE AND SCREENING**

Landscape Plans

Sycamore Cove

Town of Hickory Creek, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE

PROJECT
















**BZH017**

SHEET

**L9**

## Landscape Plans

[illegible]

- 
 LIVE OAK / QUERCUS VIRGINIANA  
 (3' CALIFER. \* DENOTES 8' CALIFER)
- 
 MEXICAN SYCAMORE /  
 PLATANUS MEXICANA  
 (3' CALIFER)
- 
 BALD CYPRRESS /  
 TAXODIUM DISTICHUM  
 (3' CALIFER)
- 
 KEEPING WILLOW /  
 SALIX BABINGTONICA  
 (3' CALIFER)
- 
 TWILIGHT GRAPE MYRTLE /  
 LASERSTROEMIA INDICA TWILIGHT®  
 (2' CALIFER)
- 
 NELLIE R. STEVENS HOLLY /  
 ILEX X NELLIE R. STEVENS®  
 (5 GALLON)
- 
 DWARF BURFORD HOLLY /  
 ILEX CORNUTA 'BURFORDII NANA'  
 (7 GALLON)
- 
 PURPLE DIAMOND® LOROPETALUM /  
 LOROPETALUM CHINENSE PURPLE DIAMOND®  
 (5 GALLON)
- 
 COLOR GUARD YUCCA /  
 YUCCA FILAMENTOSA 'COLOR GUARD'  
 (5 GALLON)
- 
 INDIAN HATHORNS 'SNOW WHITE' /  
 RAPHIOLEPS INDICA 'SNOW WHITE'  
 (3 GALLON)
- 
 BLUE STAR® JANISER /  
 JANISERUS SQUAMATA 'BLUE STAR'  
 (3 GALLON)
- 
 GRAY LAVENDER COTTON /  
 SANTOLINA CHAMAECYPARISUS  
 (1 GALLON PLANTS SPACED 24" O.C.)
- 
 LITTLE BARRY® DRY FOUNTAIN GRASS  
 PENISTEMUM ALPEGOIDES LITTLE BARRY®  
 (1 GALLON PLANTS SPACED 12" O.C.)
- 
 KEEPING LOVE GRASS / ERAGROSTIS G. G.  
 (1 GALLON PLANTS SPACED 18" O.C.)
- 
 TIFT 414 BERMAUDA SOLID SOD  
 (100% 100% COVERAGE)

**\*\*WARNING\*\***  
EXISTING UNDERGROUND UTILITIES. FIELD  
VERIFY LOCATION PRIOR TO CONSTRUCTION  
OR EXCAVATION.

## ACCESSIBILITY GENERAL NOTES

1. ALL ACCESSIBLE ROUTES AND RAMPS SHALL CONFORM TO THE TEXAS ACCESSIBILITY STANDARDS (T.A.S.)
2. PUBLIC ACCESSIBLE ROUTES SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:20 AND CROSS SLOPE GREATER THAN 1:50.
3. RAMPS SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:12 AND A CROSS SLOPE GREATER THAN 1:50.
4. HANDRAILS WILL BE REQUIRED IF RAMP IS LONGER THAN 12 INCHES WITH A MAXIMUM RUNNING SLOPE OF 1:12.



Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inci

## LANDSCAPE AND SCREENING

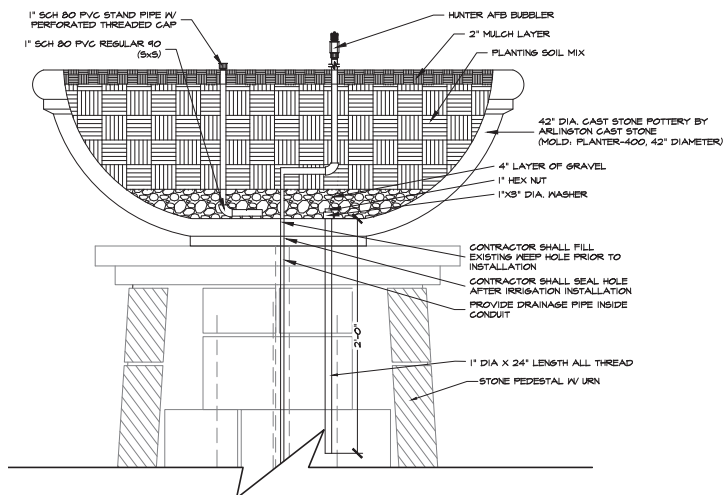
### Landscape Details

**Sycamore Cove**  
Town of Hickory Creek, Denton County, Texas

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PROJECT	BZH017
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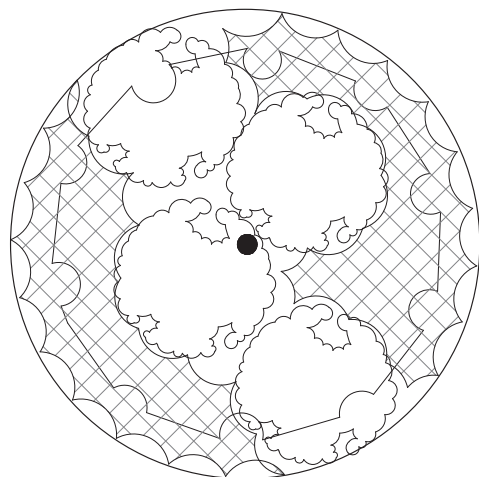
SHEET  
L11



SEE DETAIL 9/51 OF HARDSCAPE  
PLANS FOR STRUCTURAL DETAILS  
OF STONE PEDESTAL

**1 TYPICAL URN SECTION**  
**L11 SECTION**

NOT TO SCALE






## 2 URN PLANTING LAYOUTS

### L11 PLAN

NOT TO SCALE

## PLANT LIST

SYMBOL	COMMON/BOTANICAL NAME	SIZE	SPACING	QUANTITY	REMARKS
	PATIO BOXWOOD TOPIARY (CONE-FORM) / BUNIS MICROPHYLLA WINTER GEM	7 GALLON	AS SHOWN	2	FULL PLANTS
	CREeping ROSEMARY / ROSEMARY OFFICINALIS PROSTRATUS	3 GALLON	AS SHOWN	8	FULL PLANTS
	ANNUAL COLOR TO BE SELECTED BY OWNER	4" POT	8" O.C.	20	FULL PLANTS

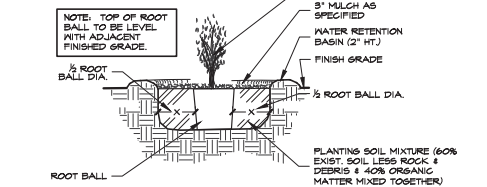
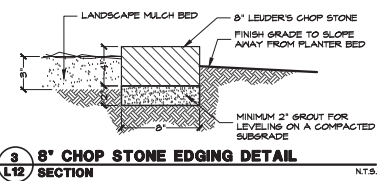
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LANDSCAPE NOTES:

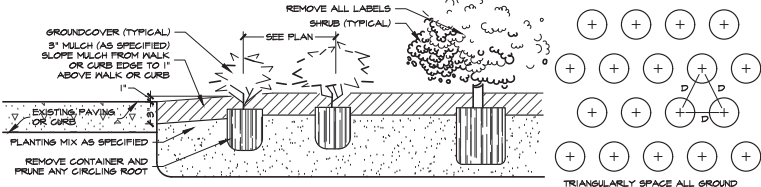
1. A TREE PERMIT IS REQUIRED FOR ALL REMOVAL OF ALL TREES, PROTECTED AND UNPROTECTED.
2. PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO THE LATEST EDITION OF THE TEXAS NURSERY & LANDSCAPE ASSOCIATION (TNLA) SPECIFICATIONS, GRADES AND STANDARDS.
3. ALL PLANT SUBSTITUTIONS ARE SUBJECT TO TOWN OF HICKORY CREEK APPROVAL AND MUST BE SPECIFIED ON THE APPROVED LANDSCAPE PLAN.
4. GROUND COVERS USED IN LIEU OF TURF GRASS MUST PROVIDE COMPLETE COVERAGE WITHIN ONE (1) YEAR OF PLANTING AND MAINTAIN ADEQUATE COVERAGE AS APPROVED BY THE TOWN OF HICKORY CREEK.
5. TREES MUST BE PLANTED FOUR FEET (4') OR GREATER FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS AND/OR OTHER STRUCTURES. THE TOWN OF HICKORY CREEK HAS FINAL APPROVAL FOR ALL TREE PLACEMENTS.
6. TREE PITS SHALL HAVE ROUGHENED SIDES AND BE TWO TO THREE TIMES DEEPER THAN THE ROOT BALL OF THE TREE IN ORDER TO FACILITATE HEALTHY ROOT GROWTH.
7. TREES SHALL NOT BE PLANTED DEEPER THAN THE BASE OF THE TRUNK FLARE.
8. THE TREE PIT SHALL BE BACKFILLED WITH NATIVE TOPSOIL FREE OF ROCK AND OTHER DEBRIS.
9. BURLAP, TWINE AND WIRE BASKETS SHALL BE LOOSENEED AND PULLED BACK FROM THE TRUNK OF TREE AS MUCH AS POSSIBLE.
10. TREES SHALL NOT BE WATERED TO EXCESS THAT RESULTS IN SOIL SATURATION. IF SOIL BECOMES SATURATED, THE WATERING SCHEDULE SHALL BE ADJUSTED TO ALLOW FOR DRAINAGE AND ABSORPTION OF THE EXCESS WATER.
11. A 3" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 4" FROM THE TRUNK OF THE TREE.
12. NO PERSONS OR ENTITY MAY USE IMPROPER OR MALICIOUS MAINTENANCE OR PRUNING TECHNIQUES WHICH WOULD LIKELY LEAD TO THE DEATH OF THE TREE. IMPROPER OR MALICIOUS TECHNIQUES INCLUDE, BUT ARE NOT LIMITED TO: TOPPING OR OTHER UNUSUAL METRIC TRIMMING OF TREES, TRIMMING TREES WITH A BACKSAW, OR USE OF FIRE OR POISON TO CAUSE THE DEATH OF A TREE.
13. ALL BEDS TO HAVE 3" OF COMPOSTED SOIL, LIVING EARTH TECHNOLOGY, OR APPROVED EQUAL TO A DEPTH OF 8" MINIMUM.
14. ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3 INCHES OF HARDWOOD OR OTHER MULCH.
15. TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 1 FEET. TREES OVERHANGING PUBLIC STREET PAVEMENT, DRIVE AISLES AND FIRE LANES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 14 FEET.
16. A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS. SHRUBS ARE NOT TO EXCEED 30 INCHES IN HEIGHT. TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 1 FEET AT TIME OF PLANTING.
17. TREES PLANTED ON A SLOPE SHALL HAVE THE SOIL STAIN AT THE AVERAGE GRADE OF SLOPE.
18. NO SHRUBS SHALL BE PERMITTED WITHIN AREAS LESS THAN 5 FEET IN WIDTH. ALL BEDS LESS THAN 5 FEET IN WIDTH SHALL BE GRASS, GROUND COVER OR SOME TYPE OF FIXED PAVING.
19. THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOVING, EDGING, PRUNING, FERTILIZING, WATERING, AND OTHER ACTIVITIES NECESSARY FOR THE MAINTENANCE OF LANDSCAPED AREAS.
20. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY WITHIN 30 DAYS UNLESS OTHERWISE APPROVED IN WRITING BY THE TOWN OF HICKORY CREEK.
21. LANDSCAPE AND OPEN AREAS SHALL BE KEPT FREE OFF TRASH, LITTER AND WEEDS.
22. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO IRRIGATE ALL LANDSCAPE AREAS. OVERSPRAY ON STREETS AND WALKS IS PROHIBITED. A PERMIT FROM THE BUILDING INSPECTION DEPARTMENT IS REQUIRED FOR EACH IRRIGATION SYSTEM.
23. NO PLANT MATERIAL SHALL BE ALLOWED TO ENCRASH ON RIGHT-OF-WAY, SIDEWALKS OR EASEMENTS TO THE EXTENT THAT THE VISION OR ROUTE OF TRAVEL FOR VEHICULAR, PEDESTRIAN, OR BICYCLE TRAFFIC IS IMPEDED.
24. NO PLANTING AREAS SHALL EXCEED 5:1 SLOPE. 5' HORIZONTAL TO 1' VERTICAL.
25. EARTHEN BERMS SHALL NOT INCLUDE CONSTRUCTION DEBRIS. CONTRACTOR MUST CORRECT SLIPPAGE OR DAMAGE TO THE SMOOTH FINISH GRADE OF THE BERM PRIOR TO ACCEPTANCE.
26. ALL KALKWAYS SHALL MEET A.D.A. AND T.A.S. REQUIREMENTS.
27. CONTACT TOWN OF HICKORY CREEK'S PLANNING DEPARTMENT AT FOR LANDSCAPE INSPECTION. NOTE LANDSCAPE INSTALLATION MUST COMPLY WITH APPROVED LANDSCAPE PLANS PRIOR TO FINAL ACCEPTANCE BY THE TOWN OF HICKORY CREEK AND/OR OBTAINING A CERTIFICATE OF OCCUPANCY.
28. FINAL INSPECTION AND APPROVAL OF SCREENING WALLS, IRRIGATION AND LANDSCAPE IS SUBJECT TO ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO MANHOLES, VALVES, WATER METERS, CLEANOUTS AND OTHER APPURTENANCES TO BE ACCESSIBLE, ADJUSTED TO GRADE AND TO THE TOWN OF HICKORY CREEK'S PUBLIC WORKS DEPARTMENT STANDARDS.
29. PRIOR TO CALLING FOR A LANDSCAPE INSPECTION, CONTRACTOR IS RESPONSIBLE FOR MARKING ALL MANHOLES, VALVES, WATER METERS, CLEANOUTS AND OTHER UTILITY APPURTENANCES WITH FLAGGING FOR FIELD VERIFICATION BY THE PUBLIC WORKS DEPARTMENT.

PLANT LIST

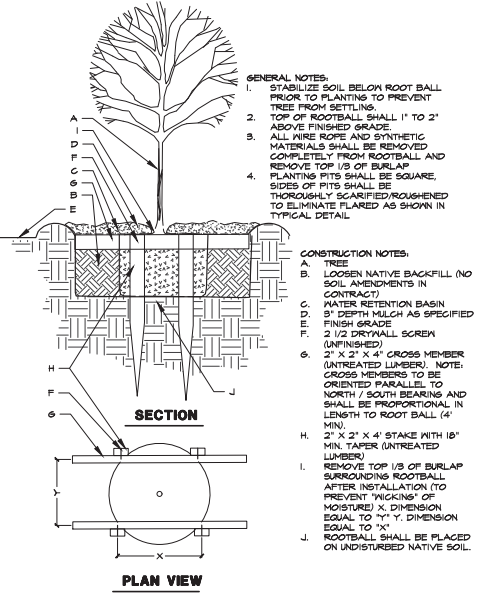
SYMBOL	COMMON/BOTANICAL NAME	SIZE	SPACING	QUANTITY	REMARKS
L04	LIVE OAK / QUERCUS VIRGINIANA	8" CALIPER	AS SHOWN	9	10' MINIMUM SPREAD; MINIMUM 16' HEIGHT; FULL ROUNDED HEAD 8' MINIMUM BRANCHING HEIGHT; NURSERY GROWN
LO	LIVE OAK / QUERCUS VIRGINIANA	8" CALIPER	AS SHOWN	9	8' MINIMUM SPREAD; MINIMUM 12' HEIGHT; FULL ROUNDED HEAD 8' MINIMUM BRANCHING HEIGHT; NURSERY GROWN
MS	MEXICAN SYCAMORE / PLATANUS MEXICANA	8" CALIPER	AS SHOWN	9	8' MINIMUM SPREAD; MINIMUM 12' HEIGHT; FULL ROUNDED HEAD 8' MINIMUM BRANCHING HEIGHT; NURSERY GROWN
BC	BALD CYPRESS / TAXODIUM DISTICHUM	8" CALIPER	AS SHOWN	9	8' MINIMUM SPREAD; MINIMUM 12' HEIGHT; FULL ROUNDED HEAD 8' MINIMUM BRANCHING HEIGHT; NURSERY GROWN
	KEEPING WILLOW / SALIX BABYLONICA	8" CALIPER	AS SHOWN	9	8' MINIMUM SPREAD; MINIMUM 12' HEIGHT; FULL ROUNDED HEAD 8' MINIMUM BRANCHING HEIGHT; NURSERY GROWN
CM	TWILIGHT GRAPE MYRTLE / LAGERSTROEMIA INDICA 'TWILIGHT'	2" CALIPER	AS SHOWN	10	5' MINIMUM SPREAD; MINIMUM 8' HEIGHT; 2' MIN. CAL.; FULL HEAD NURSERY GROWN
NRS	NELLIE R. STEVENS HOLLY / ILEX X NELLIE R. STEVENS'	15 GALLON	AS SHOWN	2	FULL PLANTS
	DWARF BURFORD HOLLY / ILEX CORNUTA 'BURFORDI NANA'	7 GALLON	AS SHOWN	7	FULL PLANTS
	'PURPLE DIAMOND' LOROPETALUM / LOROPETALUM CHINENSE 'PURPLE DIAMOND'	5 GALLON	AS SHOWN	7	FULL PLANTS
	COLOR GUARD YUCCA / YUCCA FILAMENTOSA 'COLOR GUARD'	8 GALLON	AS SHOWN	21	FULL PLANTS
	INDIAN HAWTHORN 'SNOW WHITE' / RAIPHOLEPS INDICA 'SNOW WHITE'	8 GALLON	AS SHOWN	34	FULL PLANTS
	BLUE STAR JUNIPER / JUNIPERUS SQUMAMATA 'BLUE STAR'	9 GALLON	AS SHOWN	18	FULL PLANTS
	GRAY LAVENDER COTTON / SANTOLINA CHAMAECYPARISUS	1 GALLON	24" O.C.	22	FULL PLANTS
	'LITTLE BUNNY' DWARF FOUNTAIN GRASS / PENNETHUM ALPESGROIDES 'LITTLE BUNNY'	1 GALLON	12" O.C.	700	FULL PLANTS
	KEEPING LOVE GRASS / ERAGROSTIS CURVULA	1 GALLON	18" O.C.	200	FULL PLANTS
	TIFF 4H BERMDIA SOLID SOD	SOLID SOD		40300	MINIMUM 100% COVERAGE
	CHOP STONE EDGING	4" HEIGHT	LINEAR FEET	250	REFER TO DETAIL B/L12



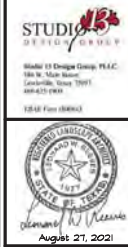
1 POCKET PLANTING ORNAMENTAL GRASS DETAIL L12 SECTION NOT TO SCALE



2 SHRUB AND GROUND COVER PLANTING DETAIL L12 SECTION NOT TO SCALE



4 TREE PLANTING L12 SECTION NOT TO SCALE



Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

LANDSCAPE AND SCREENING Landscape Details Sycamore Cove

DATE	BY	PLAN REVIEW REVISIONS

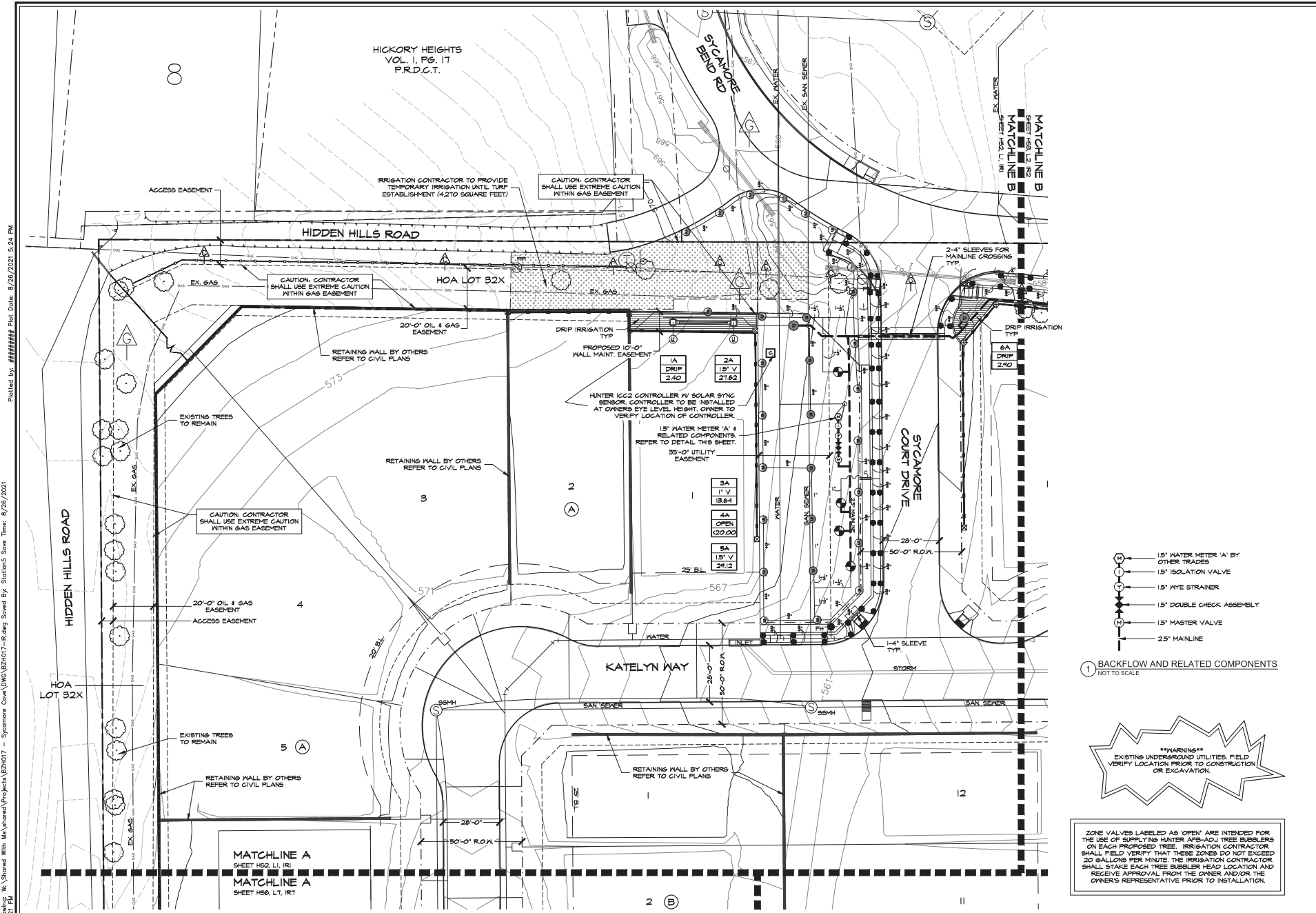
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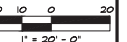
## Irrigation Plan

Town of Hickory Creek, Denton County, Texas

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Irrigation Plan

**Sycamore Cove**

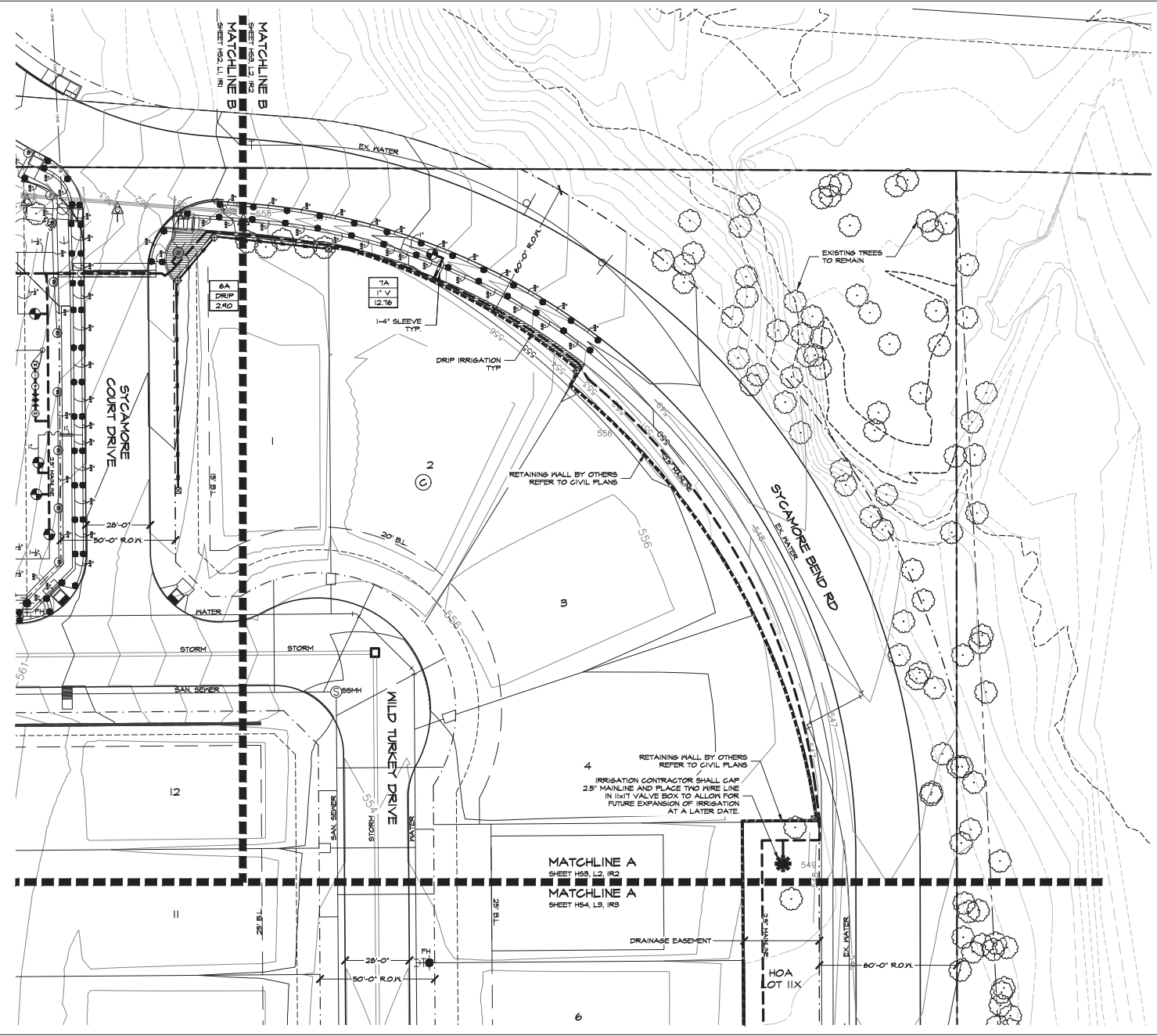
and the fact that the number of firms in the sample is small, we have to be cautious in interpreting the results. However, the results suggest that the number of firms in the sample is small, we have to be cautious in interpreting the results.

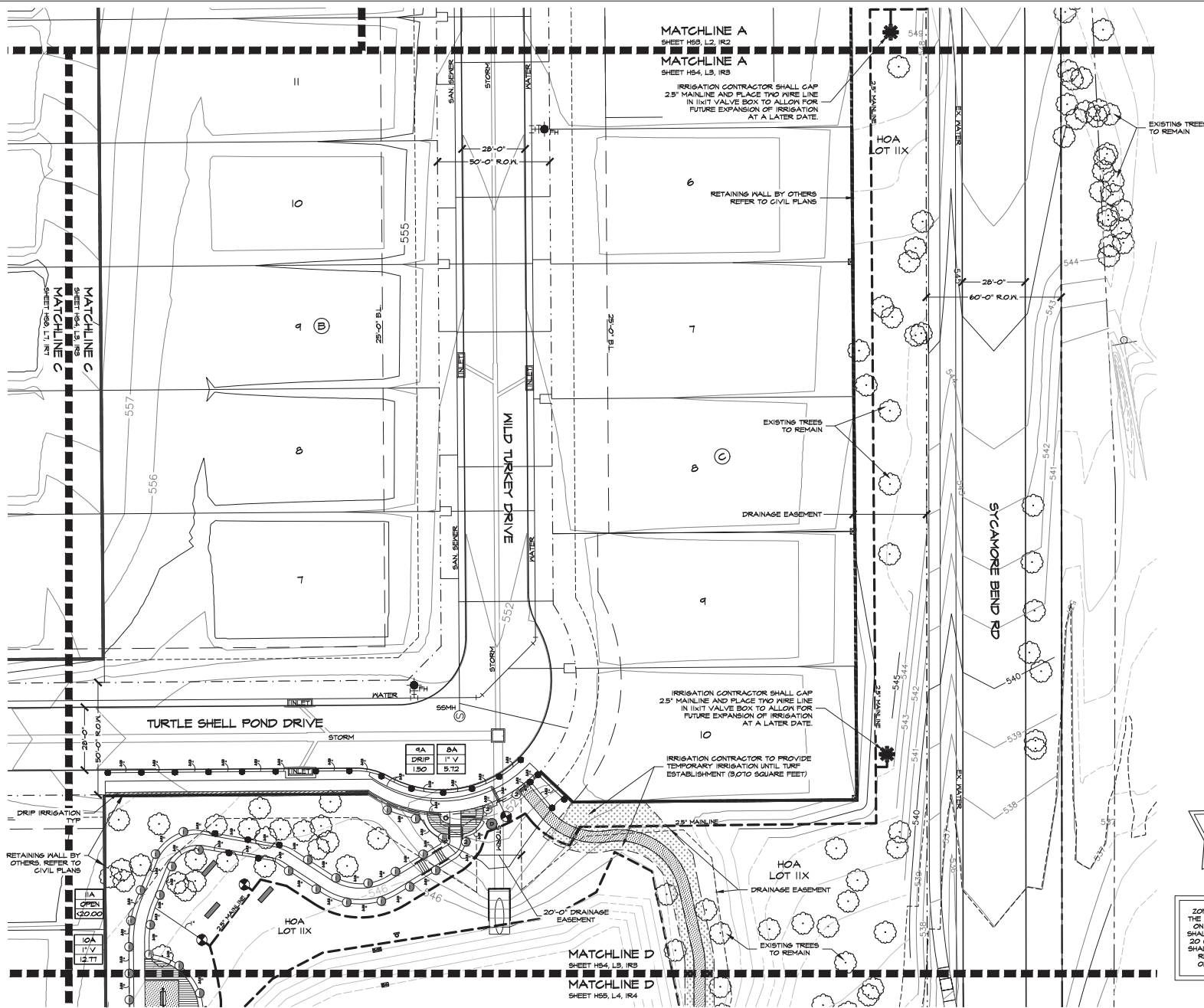
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PROJECT	BZH017
SHEET	IR2 of <u>12</u>

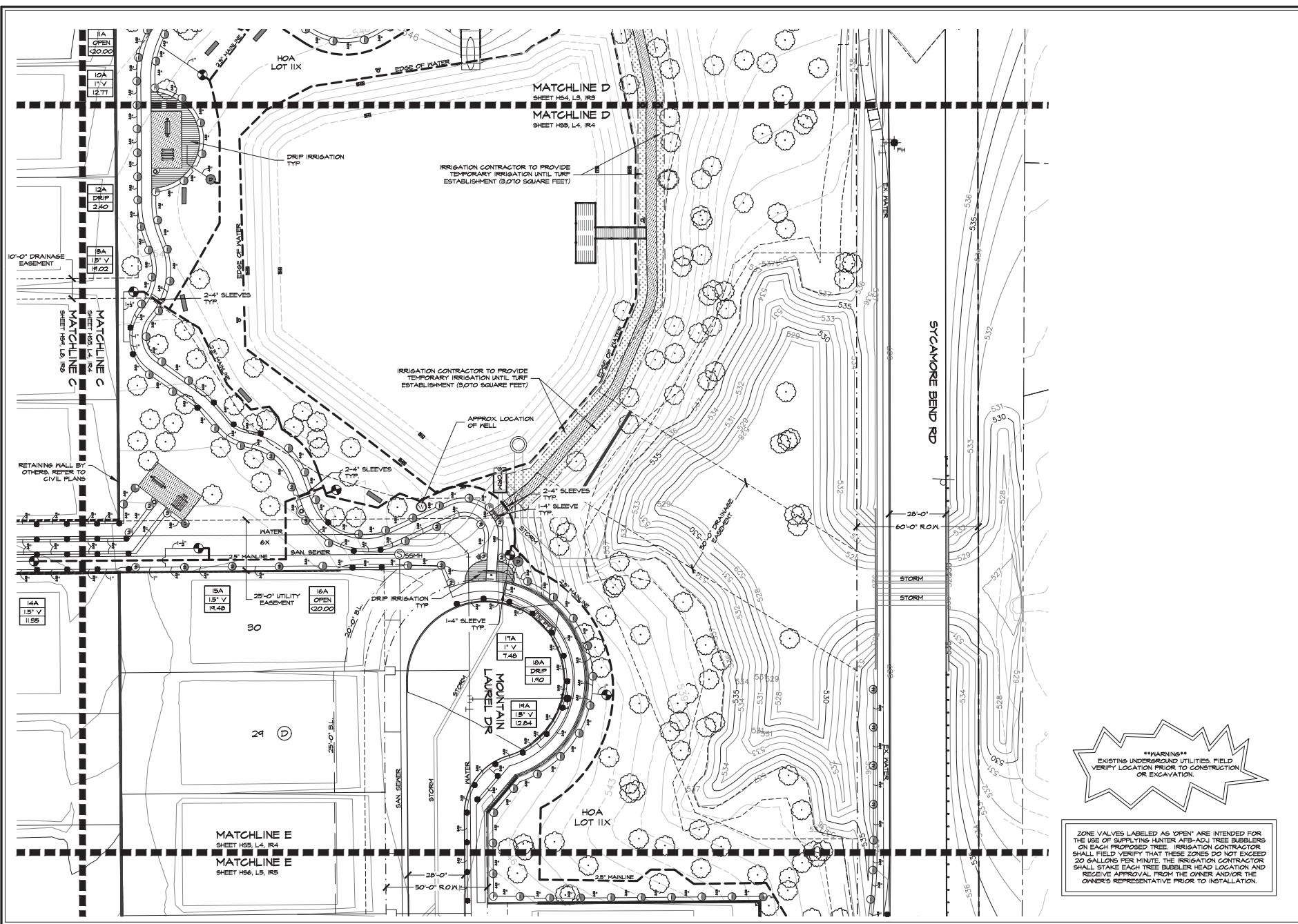


ZONE VALVES LABELED AS 'OPEN' ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AFB-ADJ TREE BUBBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 20 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE BUBBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.





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Studio 184 Design Group, PLLC  
Mike R. Allen, Architect  
Louisville, Since 1981  
404-633-1844  
1848 FIVE (2004)

Kristina M. Smith  
August 27, 2021

NORTH

20 10 0 10 20  
1" = 20' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

LANDSCAPE AND SCREENING

Irrigation Plan

Sycamore Cove

Town of Hickory Creek, Denton County, Texas

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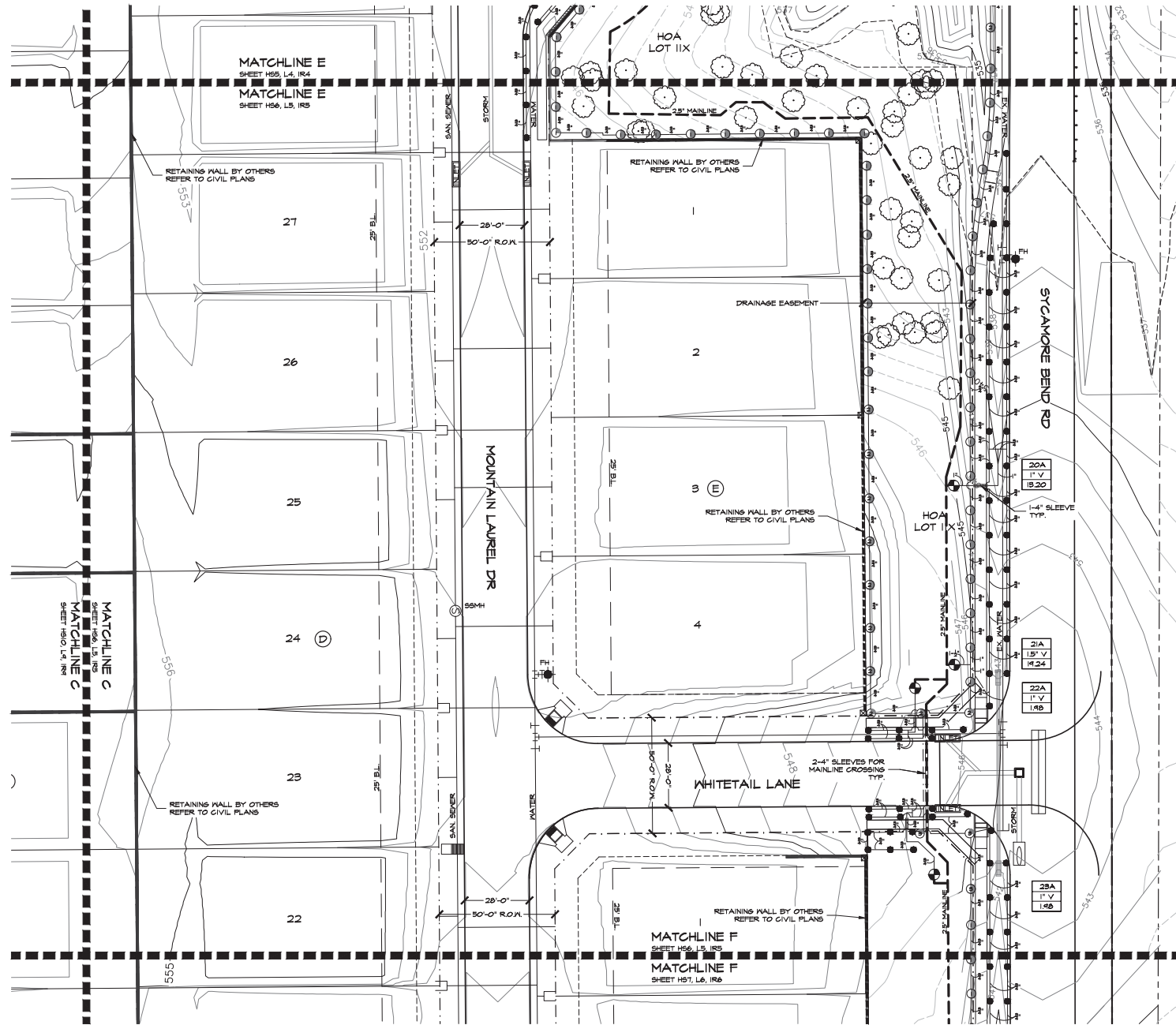
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**\*\*WARNINGS\*\***  
EXISTING UNDERGROUND UTILITIES. FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION OR EXCAVATION.

ZONE VALVES LABELED AS "OPEN" ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AFB-ADJ TREE BUBBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 20 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE BUBBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

Studio 184 DESIGN GROUP  
1848 Fwy (8804)

KURTEN M. STUBBS  
August 27, 2021

NORTH

1" = 20' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

**LANDSCAPE AND SCREENING**

Irrigation Plan

Sycamore Cove

Town of Hickory Creek, Denton County, Texas

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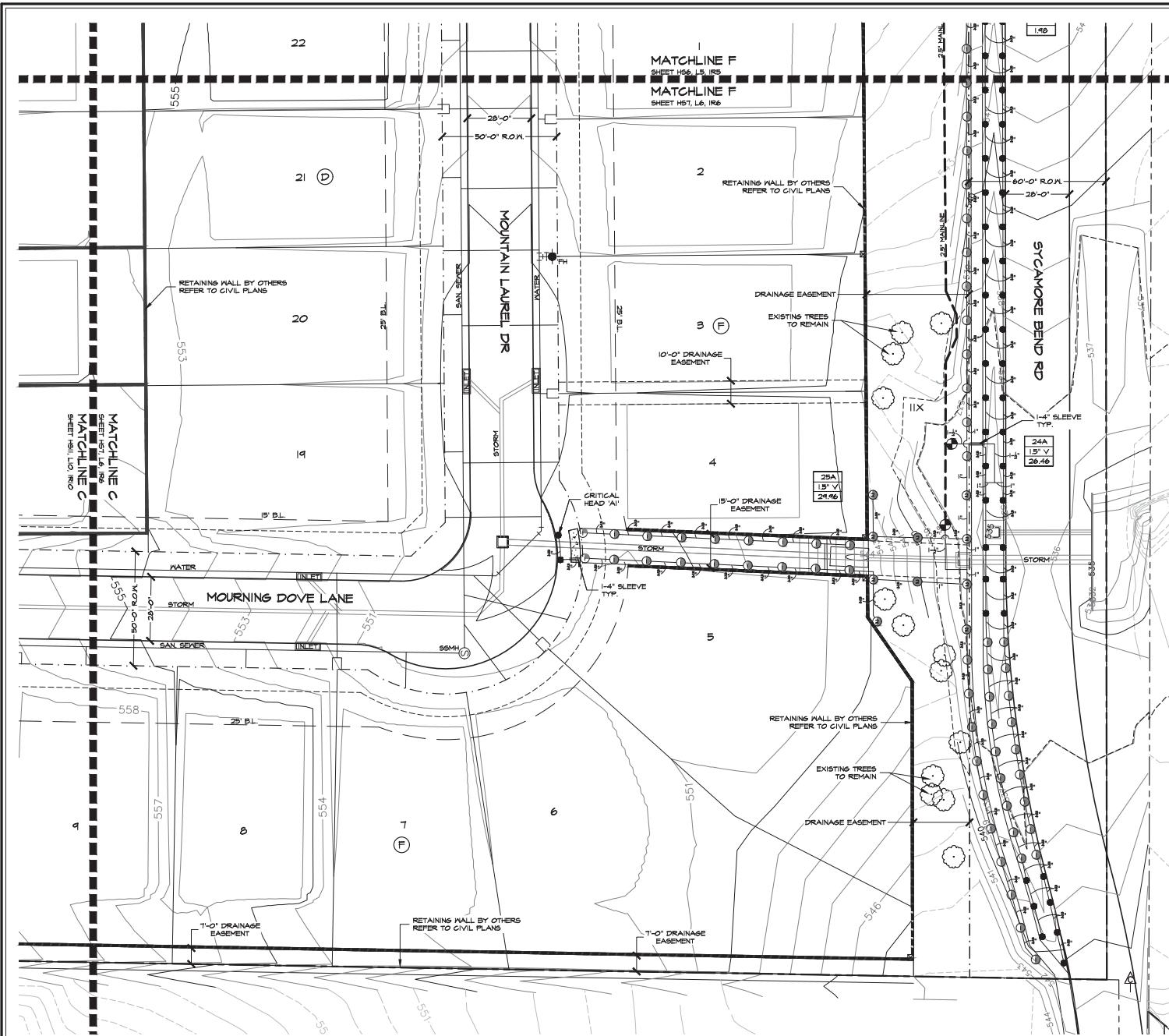
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EXISTING UNDERGROUND UTILITIES. FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION OR EXCAVATION.

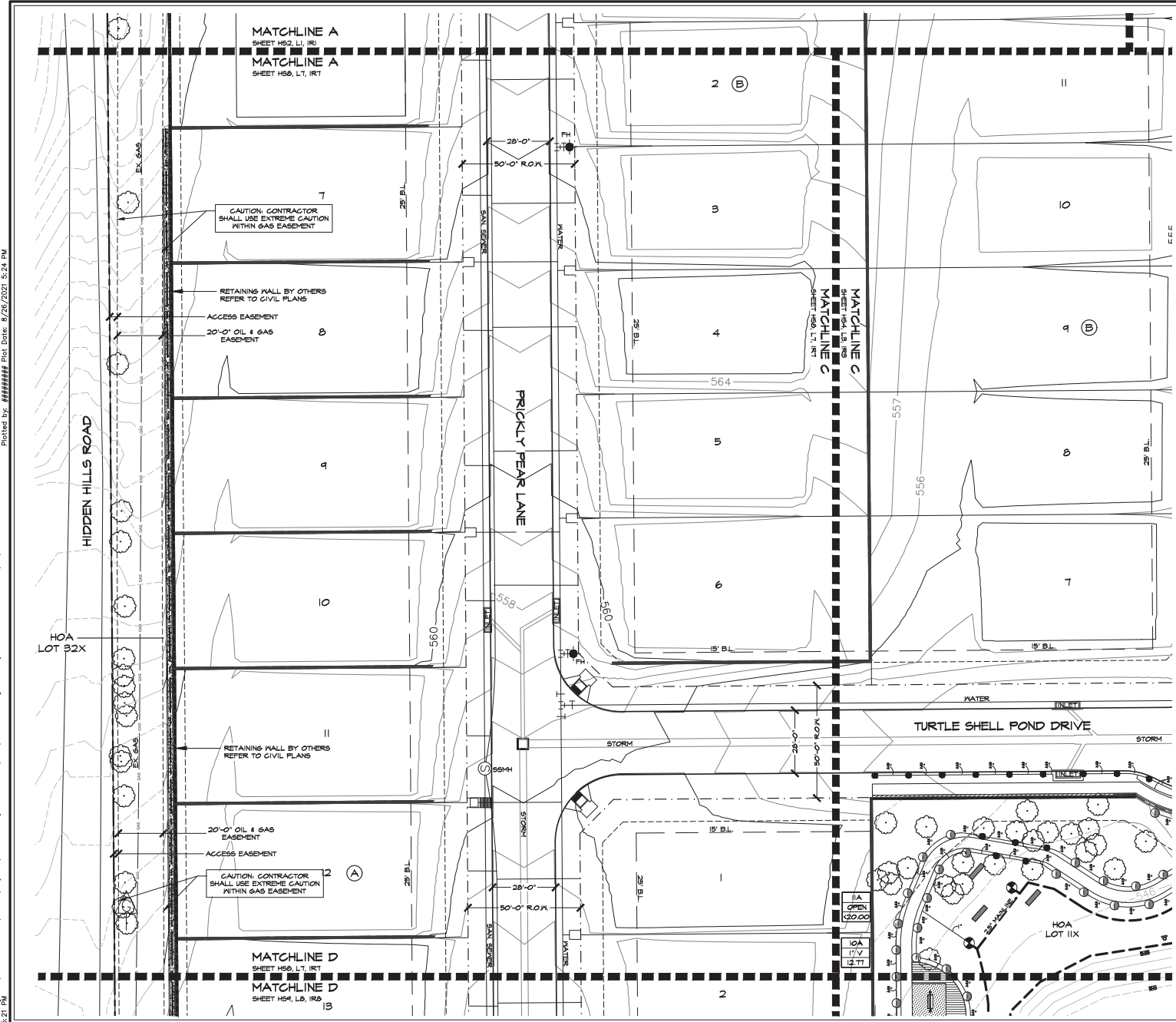
ZONE VALVES LABELED AS 'OPEN' ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AFB-ADJ TREE BUBBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 20 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE BUBBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

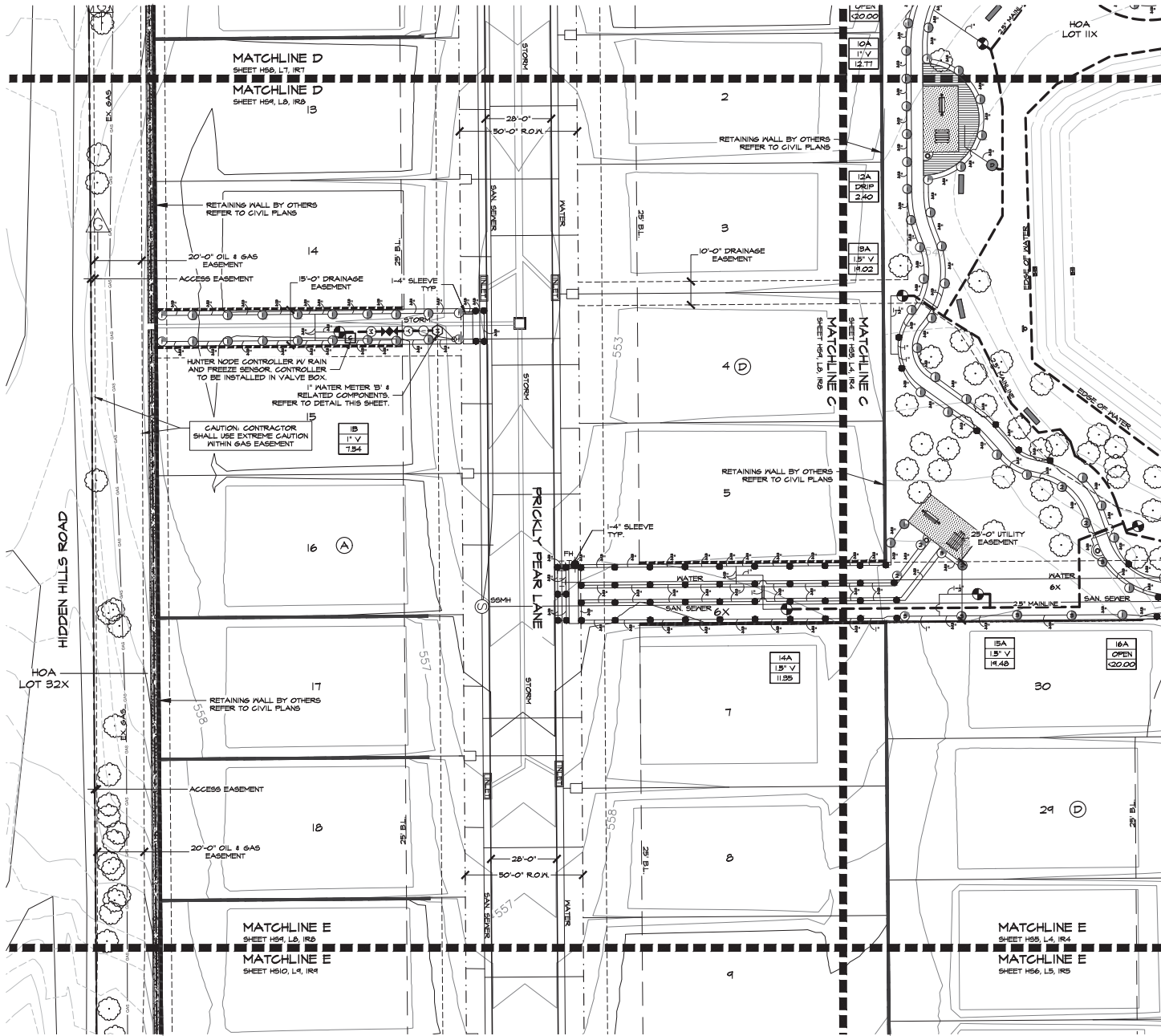
<b>STUDIO 184</b> DESIGN GROUP, PLLC 1848 Fwy 180 Austin, Texas 78741 (512) 453-1848	
 KURT M. STUBBS August 27, 2021	
 NORTH 1" = 20' - 0"	
Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.	
One Inch	
<b>LANDSCAPE AND SCREENING</b> Irrigation Plan Sycamore Cove Town of Hickory Creek, Denton County, Texas	
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SHEET <b>IR6 of 12</b>	

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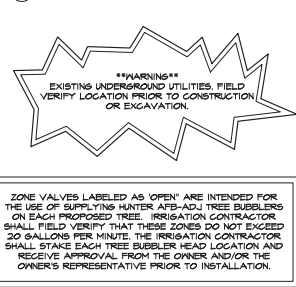




**IRRIGATION NOTES (SYSTEM 'B')**

1. PROVIDE A COMPLETE FUNCTIONING AUTOMATIC IRRIGATION SYSTEM INCLUDING LABOR, MATERIALS, TREES, TUBES, EQUIPMENT, AND OTHER COSTS NECESSARY TO ACCOMPLISHING WORK.
2. OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OR LICENSED IRRIGATOR FOR MATERIAL SUBSTITUTES PRIOR TO BEGINNING INSTALLATION.
3. FORTY EIGHT (48) HOURS BEFORE IRRIGATION CONSTRUCTION BEGIN, THE IRRIGATION CONTRACTOR MUST CALL (800) 368-7899 AND IS RESPONSIBLE FOR LOCATING EXISTING UNDERGROUND UTILITIES AND/OR OBSTACLES PRIOR TO BEGINNING WORK. DAMAGE TO UTILITIES AND/OR FINISHES FROM EXISTING WORKMANSHIP BY THE IRRIGATION CONTRACTOR SHALL BE REPAIRABLE AT NO ADDITIONAL COST TO THE OWNER.
4. PIPING IS DIMENSIONED AND SHOWN FOR CLARITY ONLY. ADJUST AS REQUIRED FOR FIELD CONDITIONS. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING IN PAYING FOR CLARITY ONLY AND SHALL BE INSTALLED IN ADJACENT LANDSCAPE AREAS WITHIN THE CITY OR ENTRY INSPECTOR'S INSPECTION OF THE IRRIGATION SYSTEM AND DETERMINE THE LOCAL RULES AND CODES TO ABIDE BY REGARDING MAINLINE AND LATERAL PIPING.
5. COORDINATE SLEEVES AND CONDUIT REQUIREMENTS WITH GENERAL CONTRACTOR.
6. IRRIGATION SLEEVES SHALL BE AS FOLLOWS:
  - SLEEVES INTENDED FOR LATERAL LINES ARE TO BE ONE-FOUR INCH SLEEVES AND ARE TO BE NO MORE THAN A DEPTH OF TWO FEET BELOW TOP OF CURB. SLEEVES SHOULD EXTEND A MINIMUM OF 2'-0" BEYOND BACK OF CURB.
  - SLEEVES INTENDED FOR THE 1/2" MAINLINE ARE TO BE TWO-FOUR INCH SLEEVES SIDE BY SIDE AND ARE TO BE NO MORE THAN A DEPTH OF TWO FEET BELOW TOP OF CURB. SLEEVES SHOULD EXTEND A MINIMUM OF 2'-0" BEYOND BACK OF CURB.
7. LOCATE EACH END OF IRRIGATION SLEEVES DIMENSIONALLY ON THE RECORD "AS BUILT" DRAWING.
8. THE IRRIGATION CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE IRRIGATION SYSTEM WITH THE LANDSCAPE CONTRACTOR TO ENSURE ALL PLANT MATERIAL IS PLANTED IN ACCORDANCE WITH THE INTENT OF THE PLANS AND SPECIFICATIONS.
9. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO PLANT MATERIAL DUE TO SYSTEM FAILURE FROM INTERIOR WORKMANSHIP FOR THE DURATION OF THE INSTALLATION OF PLANT MATERIAL AND MAINTENANCE PERIOD FOLLOWING INSTALLATION.
10. THE IRRIGATION CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIAL NECESSARY TO HAND DIS PATCH ALL EXISTING TREE DRIFLINE ZONES AT NO ADDITIONAL COST TO THE OWNER. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO STAKE AND RECEIVE APPROVAL FROM ALL DISCIPLINES PRIOR TO ANY TRENCING AND HAND DIGGING IN AREAS OF EXISTING TREE COVERAGE OR ANY ADDITIONAL AREAS THAT MIGHT BE QUESTIONABLE.
11. ENTERED ONE EXTRA CONTROL WIRE TO FARTHEST VALVE ROUTED PARALLEL TO COMMON GROUND WIRE WITH INSTALLATION OF LEAD AND COMMON WIRES.
12. CONTROL WIRE SHALL BE DIRECT BURIAL, 24 AWG SINGLE CONDUCTOR SOLID COPPER, PLASTIC INSULATED CABLE RATED FOR DIRECT BURIAL APPLICATIONS UP TO APPROXIMATELY 14 GAUGE MINIMUM LEAD AND RETURN WIRE SLEEVES NOTED OTHERWISE ON PLANS. COLOR OF INSULATION AS FOLLOWS:
  - 12.1. LEAD WIRE: ANY COLOR EXCEPT WHITE OR ORANGE
  - 12.2. COMMON GROUND WIRE: WHITE (COLOR)
  - 12.3. EXTRA CONTROL WIRE: WHITE (COLOR)
13. WIRE SPLICES SHALL BE USING ONE-STEP #1 (TAN) OR 3M-DRY PERMANENT AND WATERPROOFING THE JOINTS TO PREVENT CORROSION.
14. THE OWNER AND/OR LANDSCAPE ARCHITECT SHALL DETERMINE THE FINAL CONTROLLER LOCATION ON THE RECORD DRAWING. THE IRRIGATION CONTRACTOR SHALL PROVIDE CONNECTION OF CONTROLLER PER LOCAL ELECTRICAL CODE. PROVIDE ALL NECESSARY FUSE BOXES, CONDUIT FITTINGS, AND OTHER ELECTRICAL EQUIPMENT. PROVIDE ALL NECESSARY FUSE CONNECTION. OWNER SHALL PROVIDE ELECTRICAL SERVICE WITHIN 10 LINEAR FEET OF CONTROLLER LOCATION. PROVIDE REMOTE TERMINALS TO CONTROLLER WITH GROUND WIRE IN SERIES PRIOR TO CONNECTING TO REMOTE CONTROL VALVES.
15. ALL P.V.C. MAINLINES AND LATERAL LINES SHALL RECEIVE AS FOLLOWS:
  - 15.1. 1/2" MINIMUM COVER FOR MAIN LINES
  - 15.2. 18" MINIMUM COVER FOR PIPING LOCATED UNDER PAVING
  - 15.3. 12" MINIMUM COVER FOR LATERAL LINES
16. THE MINIMUM DISTANCE BETWEEN THE MAINLINE AND LATERAL LINE FITTINGS (EXCEPT FOR REMOTE TERMINALS) SHALL BE 10'.
17. THE MINIMUM HORIZONTAL DISTANCE OF 50' SHALL BE MAINTAINED BETWEEN ANY VALVES THAT ARE INSTALLED ON THE MAINLINE.
18. WHERE SERVICE TREES ARE INSTALLED ON THE MAINLINE FOR INSTALLATION OF THE ELECTRIC VALVE AND/OR BACKFLOW PREVENTER, THE CONTRACTOR SHALL LIMIT THE NUMBER OF THESE PER SERVICE TREE. DO NOT INSTALL MORE THAN A TOTAL OF EITHER THREE ELECTRIC VALVES OR BACKFLOW PREVENTERS OR TWO ELECTRIC VALVES AND ONE QUICK COUPLER VALVE AT EACH TREE. THE MINIMUM DISTANCE BETWEEN FITTINGS SHALL BE 10' AS REFERENCED.
19. ALL P.V.C. PIPE AND FITTINGS ARE TO BE PRIMEVUL P.V.C. PRIMER SOLVENT BEFORE APPLYING AND TO BE PROTECTED BY THE USE OF SURVIVAL WATER.
20. INSTALL QUICK COUPLER VALVES IN 1/2" P.V.C. PRIMER VALVE BOXES PER DETAIL SHOWN. CORRECT QUICK COUPLER VALVES TO BE INSTALLED ON THE MAINLINE ON THE SIDE OF THE SWING JOINTS PER DETAIL SHOWN. IT-22-22. SUPPLY OWNER WITH THREE COUPLER KEYS WITH SWIVEL HOSE BEB EACH BOX AND TWO RESPECTIVELY. VALVES TO BE INSTALLED SO THAT THE TOP OF THE QUICK COUPLER IS 2" BELOW BOTTOM OF VALVE BOX. VALVE LID SHALL BE 3/4" GLASS 300 P.S.I. UNLESS OTHERWISE NOTED ON PLANS.
21. ALL LATERAL LINES SHALL BE 3/4" GLASS 300 P.S.I. UNLESS OTHERWISE NOTED ON PLANS.
22. TREE BUBBLERS ARE TO BE INSTALLED ON THE MAINLINE FOR THE USE OF SURVIVAL WATER. TREE BUBBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION OR EXCAVATION. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE BUBBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
23. PART OF THESE PLANS AND SPECIFICATIONS WHETHER SHOWN OR NOT, THESE LANDS AND OBSTACLES ARE TO BE FIELD VERIFIED BY THE IRRIGATION CONTRACTOR PRIOR TO THE PROJECT. THE IRRIGATION CONTRACTOR IS CAUTIONED THAT HE/IS/IT IS TO INCLUDE ANY AND ALL COSTS NECESSARY TO FIELD VERIFICATION OF THE LANDS OF THE STATE OF TEXAS AND LOCAL CODES CONCERNING LANDSCAPE IRRIGATION.

**1. BACKFLOW AND RELATED COMPONENTS**  
NOT TO SCALE



**\*WARNING\***  
EXISTING UNDERGROUND UTILITIES. FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION OR EXCAVATION.

ZONE VALVES LABELED AS 'OPEN' ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AFB-ADJ. TREE BUBBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 20 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE BUBBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

Studio 1845  
1845 Fm (1845)

Kristen M. Stubbins  
August 27, 2021

1" = 20' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

**LANDSCAPE AND SCREENING**

Irrigation Plan

Sycamore Cove

Town of Hickory Creek, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE

PROJECT

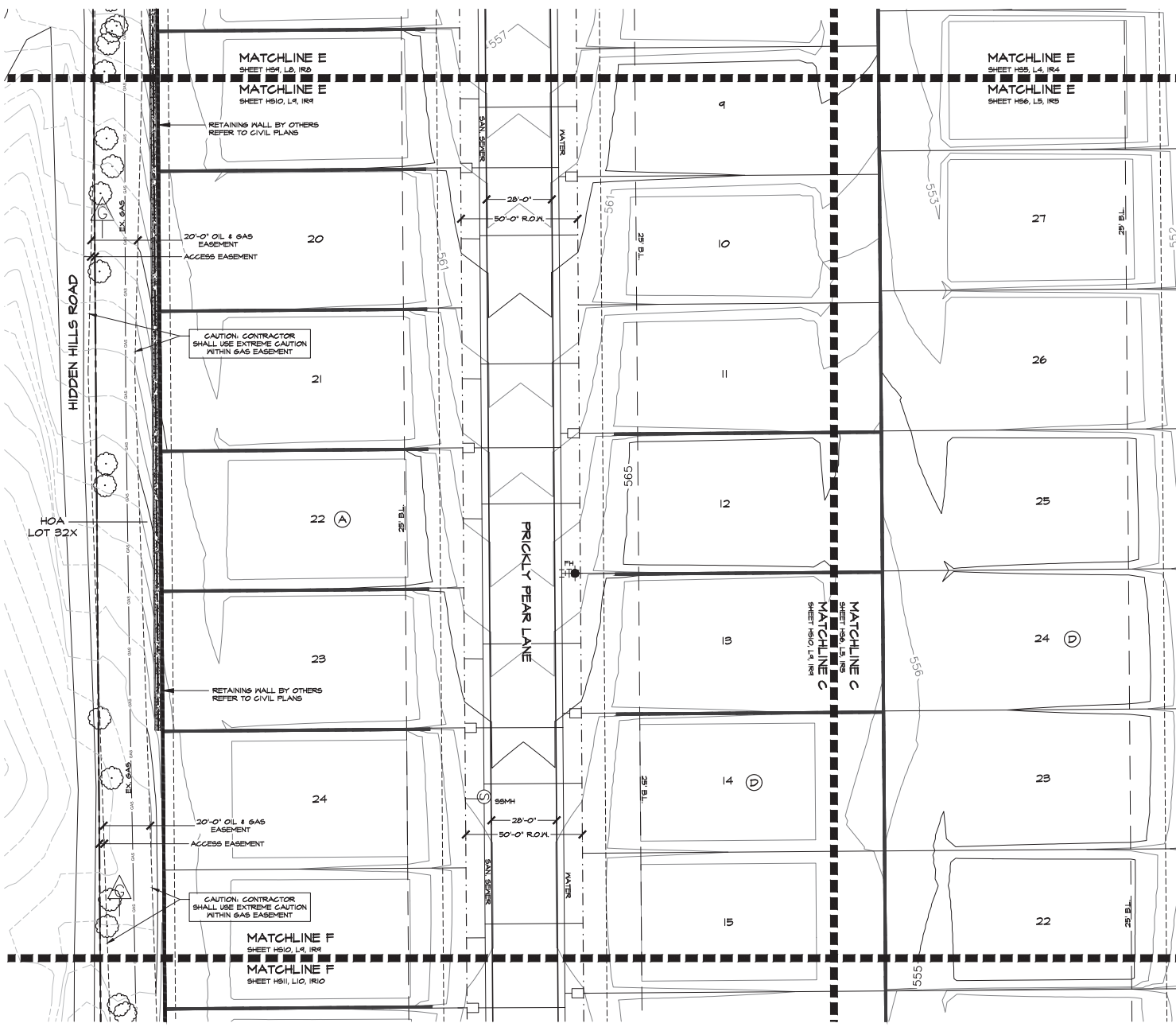
**BZH017**

SHEET

**IR8 of 12**

[illegible]

PROJECT	BZH017
SHEET	IR9 of <u>12</u>

























**\*\*WARNING\*\***  
EXISTING UNDERGROUND UTILITIES. FIELD  
VERIFY LOCATION PRIOR TO CONSTRUCTION  
OR EXCAVATION.

ZONE VALVES LABELED AS 'OPEN' ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AFB-ADJ TREE BUBBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 20 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE BUBBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.



## IRRIGATION LEGEND AND SCHEDULE

SYM	DESCRIPTION	MANUFACTURER	MODEL	SIZE / NOZZLE	NOTES
	AUTOMATIC CONTROLLER	HUNTER	VARIIES REFER TO PLANS	N/A	INSTALL PER MANUFACTURER'S STANDARDS. IN ADDITION, INSTALL SOLAR-SYNC SYSTEM BY HUNTER.
	DRIFT IRRIGATION CONTROL VALVE	HUNTER	IGZ-101	1"	INSTALL PER DETAIL IN 10" ROUND BOX W/ BOLT DOWN LID. ROUT AND PAINT VALVE NUMBER ON LID.
	DRIFT IRRIGATION (LANDSCAPE BEDS)	HUNTER	HDL-06-18	N/A	INSTALL PER DETAIL IN 40 PSI AT OUTFLOW OF DRIFT ZONE VALVE. IN ADDITION, INSTALL ECO-INDICATOR BY HUNTER.
	DRIFT IRRIGATION (TURF BEDS)	HUNTER	HDL-06-12	N/A	INSTALL PER DETAIL IN 40 PSI AT OUTFLOW OF DRIFT ZONE VALVE. IN ADDITION, INSTALL ECO-INDICATOR BY HUNTER.
	DRIFT IRRIGATION	HUNTER	PO-HO BUBBLER (1.0 GPM)	1/2"	INSTALL PER DETAIL IN 40 PSI AT BASE OF HEAD. INSTALL NOZZLES ON 4" PRS40 OR 12" PRS-2 SPRAY BODIES. INSTALL ON ALL PROPOSED TREES. SEE LANDSCAPE PLANS.
	REMOTE CONTROL VALVE	HUNTER	ICV-1016 ICV-1516	Refer to Plan for Size	INSTALL PER DETAIL IN 10" ROUND PENTEK VALVE BOX WITH BOLT DOWN LID. ROUT AND PAINT VALVE NUMBER ON LID.
	SHRUB SPRAY HEAD	HUNTER	PROS-12	50, 8H BROWN 100, 10H RED	INSTALL PER DETAIL IN 40 PSI AT BASE OF HEAD. INSTALL NOZZLES ON 4" PRS40 OR 12" PRS-2 SPRAY BODIES.
	LAWN HP ROTATOR	HUNTER	HP ROTATOR	MP1000, MP1000S MP1500, MP1500S	INSTALL PER DETAIL IN 40 PSI AT BASE OF HEAD. INSTALL LASCO P-307 SPRING JOINTS ON ALL SPRAY BODIES. INSTALL NOZZLES ON 4" PRS40 OR 12" PRS-2 SPRAY BODIES.
	4" POP UP HP ROTATOR CORNER STRIP	HUNTER	STRIP SERIES	MP125S IVORY MP125S COPPER MP1500S BROWN	INSTALL PER DETAIL IN 40 PSI AT BASE OF HEAD. INSTALL NOZZLES ON 4" PRS40 OR 12" PRS-2 SPRAY BODIES.
	4" POP UP HP ROTATOR CORNER	HUNTER	CORNER SERIES	HP CORNER SERIES ADJUSTABLE ARC 8"-15"	INSTALL PER DETAIL IN 40 PSI AT BASE OF HEAD. INSTALL NOZZLES ON 4" PRS40 OR 12" PRS-2 SPRAY BODIES.
	ROTOR HEAD	HUNTER	RPS SERIES	NO NOZZLE HALF"	INSTALL PER DETAIL IN 40 PSI AT BASE OF HEAD. INSTALL LASCO P-307 SPRING JOINTS ON ALL ROTORS.
	QUICK-COUPLER VALVE	CHAMPION	GCV-100VL	1"	INSTALL PER DETAIL IN 12"x11" PENTEK VALVE BOX. ROUT AND PAINT LID AS DESCRIBED IN IRRIGATION NOTES.
	QUICK-COUPLER KEY	CHAMPION	CK-100	1"	FURNISH THREE (3) TO OWNER.
	HOSE SPIVEL	CHAMPION	SCS-2	1"	FURNISH THREE (3) TO OWNER.
	WATER METER	----	PER CITY	Refer to Plan for Size	INSTALLED BY GENERAL CONTRACTOR.
	DOUBLE CHECK VALVE	Fabco	DSO-BV Series	Refer to Plan for Size	FURNISH AND INSTALL PER LOCAL CODE BY LICENSED IRRIGATION CONTRACTOR.
	ISOLATION VALVE	Nbco	TI-11S	Line Size	INSTALL PER DETAIL IN 12"x11" PENTEK VALVE BOX WITH BOLT DOWN LID.
	NYE STRAINER	Fabco	LP480A	Refer to Plan for Size	INSTALL PER DETAIL IN 12"x11" PENTEK VALVE BOX WITH BOLT DOWN LID.
	MASTER VALVE	Hunter	ICV-1016 ICV-1516	Refer to Plan for Size	INSTALL PER DETAIL IN 12"x11" PENTEK VALVE BOX WITH BOLT DOWN LID.
	IRRIGATION SLEEVE	----	SCH. 40 W/ 12 GA. FULL WIRE IN SLEEVE	Refer to Plan for Size	DRIPWAY SLEEVES INSTALLED BY GENERAL CONTRACTOR. SODIALS SLEEVES INSTALLED BY IRRIGATION CONTRACTOR.
	IRRIGATION MAIN LINE	----	SCH. 40	Refer to Plan for Size	18" INSTALLATION DEPTH.
	IRRIGATION LATERAL LINE	----	CLASS 200	Refer to Plan for Size	12" INSTALLATION DEPTH STANDARD. 18" INSTALLATION DEPTH UNDER PAVING.

PROGRAM AND STATION NUMBER FOR AUTOMATIC CONTROLLER  
VALVE SIZE IN INCHES  
GALLONS PER MINUTE PER VALVE

ZONE VALVES LABELED AS 'OPEN' ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AFB-ADJ TREE BUBBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 20 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE BUBBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

## IRRIGATION NOTES (TWO-WIRE SYSTEM 'A')

- PROVIDE A COMPLETE, FUNCTIONING AUTOMATIC IRRIGATION SYSTEM INCLUDING LABOR, MATERIALS, FEES, TAXES, EQUIPMENT, AND OTHER COSTS INCIDENTAL TO ACCOMPLISHING WORK.
- ACQUIRE WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OR LICENSED IRRIGATOR FOR MATERIAL SUBSTITUTIONS PRIOR TO BEGINNING INSTALLATION.
- FORTY EIGHT (48) HOURS BEFORE IRRIGATION CONSTRUCTION BEGINS, IRRIGATION CONTRACTOR MUST CALL (800) DIS-TEST AND IS RESPONSIBLE FOR LOCATING EXISTING UNDERGROUND UTILITIES AND/OR OBSTACLES PRIOR TO BEGINNING WORK. ANY DAMAGE TO UTILITIES AND/OR OBSTACLES FROM INFILTRATION WORKMANSHIP BY THE IRRIGATION CONTRACTOR SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
- PIPING IS DIAGRAMMATIC AND SHOWN FOR CLARITY ONLY. ADJUST AS REQUIRED FOR EXISTING UTILITIES, OBSTRUCTIONS, TREE ROOT BALLS, ETC. PIPING AND VALVES SHOWN IN PAVING FOR CLARITY ONLY AND SHALL BE INSTALLED IN ADJACENT LANDSCAPE AREA. COORDINATE WITH THE CITY OR ENTITY INSPECTING THE IRRIGATION SYSTEM AND DETERMINE THE LOCAL RULES AND CODES TO ABIDE BY REGARDING MAINLINE AND LATERAL PIPING LOCATIONS.
- COORDINATE SLEEVES AND CONDUIT REQUIREMENTS WITH GENERAL CONTRACTOR. IRRIGATION SLEEVES SHALL BE AS FOLLOWS:
  - SLEEVES INTENDED FOR LATERAL LINES ARE TO BE ONE-FOUR INCH SLEEVE AND ARE TO BE NO MORE THAN A DEPTH OF TWO FEET BELOW TOP OF CURB. SLEEVES SHOULD EXTEND A MINIMUM OF 2'-0" BEYOND BACK OF CURB.
  - SLEEVES INTENDED FOR THE 2.5" MAINLINE ARE TO BE TWO-FOUR INCH SLEEVES SIDE BY SIDE AND ARE TO BE NO MORE THAN A DEPTH OF TWO FEET BELOW TOP OF CURB. SLEEVES SHOULD EXTEND A MINIMUM OF 2'-0" BEYOND BACK OF CURB.
- LOCATE EACH END OF IRRIGATION SLEEVES DIMENSIONALLY ON THE RECORD "AS BUILT" DRAWINGS.
- THE IRRIGATION CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE IRRIGATION SYSTEM WITH THE LANDSCAPE CONTRACTOR TO ENSURE ALL PLANT MATERIAL WILL BE PLANTED IN ACCORDANCE WITH THE INTENT OF THE PLANS AND SPECIFICATIONS.
- THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO PLANT MATERIAL DUE TO SYSTEM FAILURE FROM INTERIOR WORKMANSHIP FOR THE DURATION OF THE INSTALLATION OF PLANT MATERIAL AND MAINTENANCE PERIOD FOLLOWING INSTALLATION.
- THE IRRIGATION CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIAL NECESSARY TO HAND DIG WITHIN ALL EXISTING TREE DRILLLINE ZONES AT NO ADDITIONAL COST TO THE OWNER. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO STAKE AND RECEIVE APPROVAL FROM THE OWNER PRIOR TO ANY TRENCHING AND HAND DIGGING IN AREAS OF EXISTING TREE COVERAGE OR ANY ADDITIONAL AREAS THAT MIGHT BE QUESTIONABLE.
- EXTEND EXTRA WIRE AND MAINLINE PAST THE FARTHEST VALVE, ROUTED PARALLEL, AND PLACE IN 12"x11" PENTEK VALVE BOX HERE NOTED ON PLANS FOR FUTURE EXPANSION OF IRRIGATION SYSTEM AT A LATER DATE.
- TWO WIRE PATH SHALL BE DIRECT BURIAL, 14 AWG OR STANDARD DECODER CABLE BY HUNTER WITH YELLOW JACKET (ID14VL) RATED FOR DIRECT BURIAL APPLICATIONS, UL, APPROVED. HUNTER ICD DECODERS SHALL BE USED ON ALL ZONE VALVE CONNECTIONS TO TWO WIRE PATH. CONTRACTOR TO USE MANUFACTURER'S RECOMMENDATIONS OF WIRE SPLICES AND BURIAL TECHNIQUES AS DETAILED AT WWW.HUNTERINDUSTRIES.COM.
- THE OWNER AND/OR LANDSCAPE ARCHITECT SHALL DETERMINE THE FINAL CONTROLLER LOCATION. THE IRRIGATION CONTRACTOR SHALL MAKE FINAL ELECTRICAL CONNECTION OF CONTROLLER PER LOCAL ELECTRICAL CODE. PROVIDE ALL NECESSARY FUSE BOXES, CONDUIT, FITTINGS, CONNECTORS OR OTHER ELECTRICAL DEVICES TO MAKE CONNECTION. OWNER SHALL PROVIDE ELECTRICAL SERVICE WITHIN 10 LINEAR FEET OF CONTROLLER LOCATION UNLESS NOTED OTHERWISE ON DRAWINGS.
- CONNECT REMOTE SENSORS TO CONTROLLER WITH GROUND WIRE IN SERIES PRIOR TO CONNECTING TO REMOTE CONTROL VALVES.
- ALL P.V.C. MAINLINES AND LATERAL LINES SHALL RECEIVE AS FOLLOWS:
  - 18" MINIMUM COVER FOR MAIN LINES
  - 12" MINIMUM COVER FOR PIPINGS LOCATED UNDER PAVING
  - 12" MINIMUM COVER FOR LATERAL LINES
- THE MINIMUM DISTANCE BETWEEN THE MAINLINE AND LATERAL LINE FITTINGS (EXCEPT FOR REDUCER BUSHINGS) SHALL BE 18".
- THE MINIMUM HORIZONTAL DISTANCE OF 36" SHALL BE MAINTAINED BETWEEN ANY VALVES THAT ARE INSTALLED SIDE BY SIDE.
- WHERE SERVICE TREES ARE INSTALLED ON THE MAINLINE FOR INSTALLATION OF THE ELECTRIC VALVES AND/OR QUICK COUPLING VALVES, THE CONTRACTOR SHALL LIMIT THE NUMBER OF THESE PER SERVICE TEE. DO NOT INSTALL MORE THAN A TOTAL OF EITHER THREE ELECTRIC VALVES OR A COMBINATION OF TWO ELECTRIC VALVES AND ONE QUICK COUPLER VALVE AT EACH TEE. THE MINIMUM DISTANCE BETWEEN FITTINGS SHALL BE 18" AS REFERENCED IN THE ABOVE NOTES.
- ALL P.V.C PIPE AND FITTINGS ARE TO BE PRIMED WITH PURPLE P.V.C PRIMER SOLVENT BEFORE APPLYING P.V.C CEMENT IN ACCORDANCE WITH THE UNIFORM PLUMBING CODE.
- INSTALL QUICK COUPLING VALVES IN 12"x11" PENTEK VALVE BOXES PER DETAIL SHOWN. CONNECT QUICK COUPLING VALVES TO MAINLINE PIPE WITH LASCO UNITEED O-RING SWING JOINTS PER DETAIL SHOWN, #T22-22. SUPPLY OWNER WITH THREE COUPLER KEYS WITH SPIVEL HOSE BIBB EACH #8BX-10 AND #9H-10 RESPECTIVELY. VALVES TO BE INSTALLED SO THAT THE TOP OF THE QUICK COUPLER IS 2" BELOW BOTTOM OF VALVE BOX LID. PURPLE LID SHALL READ "NON-POTABLE, NOT SAFE FOR DRINKING" IN ENGLISH AND SPANISH.
- ALL LATERAL LINES SHALL BE 3/4" CLASS 200 P.V.C UNLESS OTHERWISE NOTED ON PLANS.
- ZONE VALVES LABELED AS 'OPEN' ARE INTENDED FOR THE USE OF SUPPLYING HUNTER AFB-ADJ TREE BUBBLERS ON EACH PROPOSED TREE. IRRIGATION CONTRACTOR SHALL FIELD VERIFY THAT THESE ZONES DO NOT EXCEED 20 GALLONS PER MINUTE. THE IRRIGATION CONTRACTOR SHALL STAKE EACH TREE BUBBLER HEAD LOCATION AND RECEIVE APPROVAL FROM THE OWNER AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- ALL STATE OF TEXAS LAWS/RULES AND ALL LOCAL CODES/ORDINANCES AREA MADE PART OF THESE PLANS AND SPECIFICATIONS WHETHER SHOWN OR NOT. THESE LAWS AND ORDINANCES WILL SUPERCEDE THE PLANS, DETAILS, AND/OR SPECIFICATIONS FOR THIS PROJECT. THE IRRIGATION CONTRACTOR IS CAUTIONED THAT HE/SHE IS TO INCLUDE ANY AND ALL COSTS NECESSARY TO MEET OR EXCEED THE LAWS OF THE STATE OF TEXAS AND LOCAL CODES CONCERNING LANDSCAPE IRRIGATION.

## HYDRAULIC CALCULATION NOTES

TEN DAYS PRIOR TO COMMENCING WORK, VERIFY STATIC PRESSURE. IF STATIC PRESSURE IS LESS THAN THE ASSUMED STATIC PRESSURE DO NOT START WORK UNTIL NOTIFIED IN WRITING TO PROCEED BY OWNER. IF CONTRACTOR PROCEEDS WITH WORK WITHOUT AUTHORIZATION FROM OWNER, THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE TO CORRECT, MODIFY OR REPAIR ANY ITEMS OR MATERIALS THAT MAY BE REQUIRED TO PROVIDE A FULLY FUNCTIONING AND OPERATIONAL IRRIGATION SYSTEM IN COMPLIANCE WITH THE PLANS AND SPECIFICATIONS. HYDRAULIC CALCULATIONS FOR THIS SYSTEM ARE BASED ON THE STATIC PRESSURE AS STATED ABOVE. THE STATIC PRESSURE SHOWN IS AN ASSUMED PRESSURE, A PRESSURE MEASURED AT THE SITE, OR AN ESTIMATED PRESSURE PROVIDED BY THE COUNTY OR CITY. THE OWNER UNDERSTANDS THIS PROJECT MAY NOT PROVIDE 100% COVERAGE AT ALL TIMES.

## HYDRAULIC CALCULATION (FARTHEST HEAD 'A')

ITEM	SIZE	PSI	NOTES
SERVICE	1.5"	0.78	TYPE "K" COPPER 20 LN. FT. (24.96 GPM)
WATER METER	1.5"	1.80	(24.96 GPM)
BALL VALVE	1.5"	1.00	(24.96 GPM)
NYE FILTER	1.5"	0.30	(24.96 GPM)
BACKFLOW PREVENTER	1.5"	4.00	(24.96 GPM)
MASTER VALVE	1.5"	1.50	(24.96 GPM)
MAIN LINE	2.5"	7.65	2550 LINEAR FEET (24.96 GPM)
ZONE VALVE (#25A)	1.5"	1.50	(24.96 GPM)
LATERAL PIPING	NA	2.80	
CRITICAL HEAD 'A'	NA	40.00	
TOTAL LOSS		61.93	
ASSUMED STATIC PRESSURE		70.00	
PRESSURE DIFFERENTIAL		-8.67	



Studio 184 Design Group, LLC  
Mike M. Olson, Owner  
Landville, Texas 75087  
(409) 473-1944  
1848 Faye (1848)



August 27, 2021

LANDSCAPE AND SCREENING

Irrigation Details

Sycamore Cove

Town of Hickory Creek, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE

PROJECT  
BZH017  
SHEET  
IR11 of 12

**Sycamore Cove**

Source: *Journal of the American Statistical Association*, 1997, 92, 1039-1052.

PROJECT  
BZH017  
SHEET  
IR12 of 12



**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2021-11-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 4 BUSINESS REGULATIONS ARTICLE 4.02 SEXUALLY ORIENTED BUSINESSES; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town Council does hereby find and determine that the amendment of the Town's sexually oriented business restrictions is in the best interest of the Town and is necessary for the government, interest, welfare, and good order of the Town as well as the public health, safety, morals and general welfare of the Town; and

**WHEREAS**, this ordinance is promulgated pursuant to and in conformity with Chapter 215 of the Local Government Code and Chapter 243 of the Local Government Code, as amended.; and

**WHEREAS**, it is the purpose of the Town Council to exercise its police power, as established under Chapter 215 of the Local Government Code, to establish reasonable and uniform regulations of Sexually Oriented Businesses to promote and protect the health, safety, and general welfare of the citizens of Hickory Creek, and to prohibit business activities that merely serve as a front for criminal activities, including but not limited to, prostitution, human trafficking, and the promotion of prostitution; and

**WHEREAS**, the provisions of this ordinance have neither the intent nor the effect of imposing limits or restrictions on the content of any communicative material, including sexually oriented material; and

**WHEREAS**, the provisions of this ordinance have neither the intent nor the effect of imposing limits or restrictions on an adult's access to sexually oriented material protected by the First Amendment; and

**WHEREAS**, this ordinance does not legalize anything prohibited under the Texas Penal Code and any other law(s) or regulation(s).

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

## **SECTION 1**

### **INCORPORATION CLAUSE**

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

## **SECTION 2**

### **FINDINGS**

After due deliberations the Town Council has concluded that the amendments contained herein are in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

## **SECTION 3**

### **AMENDMENTS**

3.01 That the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 4: Business Regulations, Article 4.02 Sexually Oriented Businesses, Section 4.02.011 Location Generally is hereby amended to read as follows:

“(a) A person commits an offense if he operates or causes to be operated a sexually oriented business within 1,500 feet of:

- (1) A church or place of religious worship;
- (2) A public or private elementary or secondary school;
- (3) A child care facility;
- (4) A boundary of a residential district as defined in this article;
- (5) A public park;
- (6) The property line of a lot devoted to a residential use as defined in this article.

(b) A person commits an offense if he causes or permits the operation, establishment, substantial enlargement, or transfer of ownership or control of a sexually oriented business within 1,500 feet of another sexually oriented business.

(c) A person commits an offense if he causes or permits the operation, establishment, or maintenance of more than one sexually oriented business in the same building, structure, or portion thereof, or the increase of floor area of any sexually oriented business in any building, structure, or portion thereof containing another sexually oriented business.

(d) For the purposes of subsection (b) of this section, the distance between any two sexually oriented businesses shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which each business is located.

(e) Any sexually oriented business lawfully operating that is in violation of subsections (a), (b), and (c) of this section shall be deemed a nonconforming use. Such use will be permitted to continue for a period of not to exceed one year, unless sooner terminated for any such reason or voluntarily discontinued for a period of 30 days or more. Such nonconforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a nonconforming use. If two or more sexually oriented businesses are within 1,500 feet of one another and otherwise a permissible location, the sexually oriented business which was first established and continually operating at a particular location is the conforming use and the later-established business(es) is nonconforming.

(f) A sexually oriented business lawfully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the sexually oriented business license, of a church or place of religious worship, public or private elementary or secondary school, public park, residential district, or residential lot within 1,500 feet of the sexually oriented business. This provision applies only to the renewal of a valid license, and does not apply when an application for a license is submitted after a license has expired or has been revoked.

(g) All locational requirements of this section must be approved by the chief of police within 30 days from the time the application is filed.”

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

#### **SECTION 4**

#### **CUMULATIVE REPEALER CLAUSE**

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

#### **SECTION 5**

#### **SEVERABILITY CLAUSE**

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

#### **SECTION 6**

#### **SAVINGS CLAUSE**

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

#### **SECTION 7**

#### **ENGROSSMENT AND ENROLLMENT CLAUSE**

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

**SECTION 8**  
**EFFECTIVE DATE CLAUSE**

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

**IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 15<sup>th</sup> day of November, 2021.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2021-11-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING CHAPTER 3: BUILDING REGULATIONS, ARTICLE 3.11, MISCELLANEOUS BUILDING FEES; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AND EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order of the Town; and

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

**SECTION 1.**  
**INCORPORATION OF PREMISES**

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

**SECTION 2.**  
**FINDINGS**

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas and necessary for the government, interest, welfare, and good order of the Town.

**SECTION 3.**  
**AMENDMENTS**

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 3 Building Regulations, Article 3.11 Miscellaneous Building Fees to add a new section 3.11.022 Plan review fee which shall read:

“In the event that a plan required to be submitted pursuant to this code is (1) submitted with a deficiency as to the contents of the same, and (2) remains deficient after two reviews by the Town, then no permit shall issue to the applicant until said applicant pays a plan review fee. The amount and method of calculation of this fee is listed in the "application and fee schedule" as adopted by the town council.

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

#### **SECTION 4.**

#### **CUMULATIVE REPEALER CLAUSE**

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

#### **SECTION 5.**

#### **SAVINGS CLAUSE**

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

#### **SECTION 6.**

#### **SEVERABILITY**

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

#### **SECTION 7.**

#### **PENALTY**

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

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

**SECTION 8.**  
**PUBLICATION CLAUSE**

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

**SECTION 9.**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 10.**  
**EFFECTIVE DATE**

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 15<sup>th</sup> day of November, 2021.

\_\_\_\_\_  
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**  
**ORDINANCE NO. 2021-11-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.10 PARKS AND RECREATION; AMENDING ARTICLE A2.500 COMMERCIAL USE OF BOAT RAMPS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AND EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order of the Town; and

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

**SECTION 1.**  
**INCORPORATION OF PREMISES**

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

**SECTION 2.**  
**FINDINGS**

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas and necessary for the government, interest, welfare, and good order of the Town.

**SECTION 3.**  
**AMENDMENTS**

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 1 General Provisions; Article 1.10 Parks and Recreation; Section 1.10.006 Fees for use is hereby amended to read:

The following fees shall be paid to the town prior to engaging in the listed activity or using the listed facility:

- (1) Boat ramp daily use pass.....\$10.00
- (2) [reserved]
- (3) Boat ramp annual use pass for non-resident ..... 100.00
- (4) [reserved]
- (5) [reserved]
- (6) Day use vehicle fee ..... 5.00
- (7) Day use annual pass for non-resident ..... 25.00
- (8) Daily camp site use fee ..... 20.00
- (9) Pavilion rental fee ..... 75.00
- (10) Pavilion rental cleaning fee (refundable if left in clean condition) ..... 50.00.@

3.02 That the Town of Hickory Creek Code of Ordinances, Appendix A Fee Schedule; Article A2.000 Business Related Fees; Section A2.500 Commercial Use of Boat Ramps and Docks is hereby amended to read:

Sec. A2.500. - Commercial use of town boat ramps and docks.

(a) *Boat ramp annual use license fee, approval.* An annual license fee of \$5,000.00 shall be assessed for commercial use of the town's boat ramps. Prior approval of such license by the town council is required pursuant to [section 1.10.003](#)(24). For approved commercial uses, the annual boat launch fee is \$500.00 per trailer.

(b) *Boat dock annual use license fee, approval.* An annual license fee of \$10,000.00 shall be assessed for commercial use of the town's boat docks. Prior approval of such license by the town council is required pursuant to [section 1.10.003](#)(24).

(c) *Commercial fishing license fee, approval.* An annual license fee of \$1,000.00 shall be assessed for commercial fishing-only use of the town's boat ramps. Prior approval of such license

by the town council is required pursuant to [section 1.10.003](#)(24). For approved commercial fishing-only uses, the annual boat launch fee is \$500.00 per trailer.

(d) *Unapproved users.* Unapproved commercial users will be subject to a fine of \$500.00 and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

#### **SECTION 4.** **CUMULATIVE REPEALER CLAUSE**

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

#### **SECTION 5.** **SAVINGS CLAUSE**

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

#### **SECTION 6.** **SEVERABILITY**

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

#### **SECTION 7.** **PENALTY**

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

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

**SECTION 8.**  
**PUBLICATION CLAUSE**

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

**SECTION 9.**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 10.**  
**EFFECTIVE DATE**

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 15<sup>th</sup> day of November, 2021.

\_\_\_\_\_  
Lynn Clark, Mayor  
Town of Hickory Creek, Texas

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2021-1115-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
HICKORY CREEK, TEXAS, HEREBY ADOPTING A MASTER  
APPLICATION AND FEE SCHEDULE; AND PROVIDING AN  
EFFECTIVE DATE.**

**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 desires to require to consolidate the existing fee schedules of the Town related to Animal Control Fees, Alarm Related Fees, Business Related Fees, Parks and Recreation Fees, Commercial Building Fees, Development Fees, Residential Building Fees, and Right of Way Management Fees; and

**WHEREAS**, those fees are listed in the *Master Application and Fee Schedule* attached hereto as Exhibit A.

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

Section 1: The Town Council finds that the fees listed in the *Master Application and Fee Schedule* attached hereto as Exhibit A are hereby adopted.

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 15<sup>th</sup> day of November, 2021.

\_\_\_\_\_  
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 MASTER APPLICATION AND FEE SCHEDULE

Adopted November 15, 2021



## **ADMINISTRATIVE MISCELLANEOUS FEES**

Type:	Fee
Beer and Wine Retailer Off-Premises Sales Permit	\$30
Credit Card Processing Fee	3%
Motorized Cart Permit	Two Year Permit \$25
Newsletter Advertising	1/10 page per issue \$20 1/8 page per issue \$25 1/5 page per issue \$40 1/4 page per issue \$50
Police Report	\$6
Public Information Request	Charges to recover costs associated with public information requests shall be assessed in accordance per the Texas Administrative Code, Title 1, Part 3, Chapter 70, Rule 70.3, Charges for Providing Copies of Public Information
Returned Check Fee	\$25
Town Hall Facility Rental Fee	\$50 per hour

## **ANIMAL CONTROL FEES**

Adoption	Cat	\$120
	Dog	\$150
Animals in Excess	Per animal in addition to Annual Registration Fee	\$10
Annual Registration		No Charge
Holding	In addition to Impoundment Fee	\$15 Daily
Impoundment	1 <sup>st</sup> Impoundment	\$25
	2 <sup>nd</sup> Impoundment	\$50
	3 <sup>rd</sup> Impoundment	\$75
Owner Release	Hickory Creek Residents Only	\$150
Quarantine	In addition to Impoundment Fee	\$15 Daily

## **ALARM RELATED FEES**

Residential Permit	One-time	\$50
	Annual	No Charge
Commercial Permit	Annual	\$75

False Alarm Penalty	1 -3 per alarm call within 12 months	No Charge
	4-5	\$50
	6-7	\$75
	8	\$100

### **BUSINESS RELATED FEES**

Type:		Fee
Commercial Use of Boat Ramps for Rentals	Annual Use Fee	\$5,000
	Annual Launch Fee per trailer	\$500
Commercial Use of Boat Docks	Annual Use Fee	\$10,000
Commercial Use of Boat Ramps for Fishing Charters	Annual Use Fee	\$1,000
	Annual Launch Fee per trailer	\$500
Oil and Gas Well	Application Fee	\$10,000
	Notification Letters	\$6 per letter
	Yearly Inspection Fee	\$3,000
Overweight Vehicle exceeding 15,000 lbs.	Daily Permit	\$125 per vehicle
	Monthly Permit	\$300 per vehicle
	Yearly Permit	\$2,000 per vehicle
Solicitor's Permit		\$75
	Each additional person	\$25
Towing Service Permit		\$15
Towing Service Maximum Fee	Car weighing up to 10,000 lbs.	\$255
	Car weighing more than 10,000 but less than 25,000 lbs.	\$357
	Car weighing more than 25,000 lbs.	\$459
	per unit with a total maximum	\$918

### **PARKS AND RECREATION FEES**

Boat Ramp	Daily Use Pass	\$10
	Hickory Creek Resident Annual Pass	\$0
	Non-Resident Annual Pass	\$100
Camp Site		\$20 Daily
Day Use	Vehicle Fee	\$5
	Hickory Creek Resident Annual Pass	\$0
	Non-Resident Annual Pass	\$25
Pavilion	Rental Fee	\$75
	Cleaning Fee	\$50 (Refundable)

## **COMMERCIAL BUILDING FEE SCHEDULE**

Permit fees for any project valued in excess of \$5,000 will be assessed according to the building permit fee table. Permit fees are valid 180 days from issue date.

Commercial Permit Type:	Method of Calculation	Min. Fee
Appeals to Board of Adjustment	Flat Fee	\$500
Continuance requested by applicant after public notice publication	Flat Fee	\$100
Certificate of Occupancy	Flat Fee	\$500
Attached Concrete	Flat Fee	\$225
Freestanding Concrete	Flat Fee	\$200
Contractor Registration (Plumbers and Electricians exempt)	Flat Fee	\$75
Drainage Permit	Flat Fee	\$250
Excavation		
Paved Area	Flat Fee	\$500
No Pavement	Flat Fee	\$50
Fence (new or replacement of more than 50%)	Flat Fee	\$150
Food Establishment Permit	Annual Additional Inspection	\$460 \$125
Irrigation Permit	Flat Fee	\$500
Inspections	Flat Fee	\$125
Electrical, plumbing or mechanical, etc.		
All additional reinspections, or red tags, each. (Fee due before next inspection may be scheduled.	Flat Fee	\$75
Removal	Flat Fee	\$500
Occasional Sale or Event	Flat Fee	\$50
Signs		
Non-Illuminated	Flat Fee	\$50
Illuminated	Flat Fee	\$150
Temporary Construction and Sales	Flat Fee	\$100
Temporary Banner or Sales	Flat Fee	\$50
Special Use Permit	Flat Fee	\$500
Temporary Construction or Sales Building, or Material Storage Area	Flat Fee, each	\$100
Temporary Merchandise Storage Container Each	Flat Fee	\$50 per month
Water Well	Flat Fee	\$300
Unpermitted Work Fee	Underlying Permit Fee x 2	\$200

## **COMMERCIAL BUILDING FEE TABLE**

Total Project Valuation:	Fee:
5,001.00 to 25,000.00	\$125.00 for the first \$5,000 plus 15.00 for each additional \$1,000, or fraction thereof, to and including 25,000
\$25,001.00 to \$50,000.00	\$425.00 for the first \$25,000 plus \$11.00 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001.00 to \$100,000.00	\$700.00 for the first \$50,000 plus \$7.50 for each additional \$1,000, or fraction thereof to and including \$100,000
\$100,001.00 to \$500,000.00	\$1075.00 for the first \$100,000 plus \$6.25 for each additional \$1,000, or fraction thereof to and including \$500,000
\$500,001.00 to \$1,000,000.00	\$3575.00 for the first \$500,000 plus \$5.25 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,000.00 and up	\$6200.00 for the first \$1,000,000 plus \$3.50 for each additional \$1,000, or fraction thereof.
Plan Review Fee	65% of Building Permit Fee
Plan Revision Fee	Flat Fee \$250

## **DEVELOPMENT FEE SCHEDULE**

Site Plans and Platting:	Method of Calculation	Min. Fee
Predevelopment Conference	20% of Projected Value	\$150
	Maximum Fee	\$2000
Preliminary, Replat or Final Plat	Base Fee	\$600
Residential Development	Per Lot or Unit	\$25
Non-Residential Development	Per Acre	\$50
Minor or Amending Plat	Flat Fee	\$600
Site and Landscaping Plan Review	Flat Fee	\$600
Engineering Review Fees	Percentage of Actual Cost	120%
Third and Subsequent Reviews		
Infrastructure Inspection Fee	% of Certified Construction Costs	2%
Landscaping Fees		
Residential Development	Per Lot or Unit	\$25
Non-Residential Development	Per Acre	\$150
Zoning Changes	Base Fee	\$600
	Per Acre	\$50
	Maximum Fee	\$3000
Protected Tree Removal, Vacant Lot		
With Replacement	Per Tree	\$100
Without Replacement	Per Tree	\$250
Maximum per lot	Flat Fee	\$1500

## **RESIDENTIAL BUILDING FEE SCHEDULE**

Permits are valid for 180 days from issue date.

Residential Permit Type:	Method of Calculation	Min. Fee
New Residential or Multi-Family	\$1.85 per square foot under roof	\$1,000
Altered Residential or Multi-Family	\$1.85 per altered square foot under roof	\$125
Plan Revision Fee	\$1.00 per square foot under roof	\$200
Accessory Building, unattached, no utilities, less than 30 inches above grade		
Under 120 sq. ft.	Flat Fee	\$60
120 to 200 sq. ft.	Flat Fee	\$120
Accessory Building, attached or unattached, with utilities, under 200 square feet or 30 inches above grade	\$1.50 per square foot under roof	\$200
Outdoor Living Structure under 30 inches above grade and without utilities.	\$1.00 per square foot	\$200
Outdoor Living Structure over 30" above grade or with utilities.	\$1.00 per square foot	\$225
Appeals to Board of Adjustment	Flat Fee	\$500
Continuance requested by applicant after public notice publication	\$2.00 per letter	\$75
Certificate of Occupancy, Single Family Dwelling	Flat Fee	\$250
Attached Concrete	Flat Fee	\$225
Freestanding Concrete	Flat Fee	\$200
Foundation Repair	Flat Fee	\$200
Contractor Registration (Plumbers and Electricians exempt)	Flat Fee	\$75
Removal	Flat Fee	\$150
Drainage Permit	Flat Fee	\$100
Mechanical Permit (HVAC)	Flat Fee	\$300
Mechanical Permit (Plumbing, Electrical, Etc.)	Flat Fee	\$150
All additional, reinspections, or red tags, unless noted otherwise, each. (Fee due before next inspection may be scheduled)	Flat Fee	\$100
Fence (new or replacement of more than 50%)	Flat Fee	\$50

Residential Permit Type:	Method of Calculation	Min. Fee
Expired Permit Re-Issue	Underlying Permit Fee x .5	
Subdivision Perimeter Permit	\$1.00 per linear foot	\$150
Irrigation Permit	Flat Fee	\$250
Occasional (Private Garage) Sale	Flat Fee	\$0
Retaining Wall Permit, under 4 feet	Flat Fee	\$100
Retaining Wall Permit, over 4 feet	Flat Fee	\$125
Roofing Permit	Flat Fee	\$150
Septic System, New	Flat Fee	\$425
Repair to existing system	Flat Fee	\$150
Inspections for substantiated complaints	Flat Fee	\$150
Inspections for unsubstantiated complaints	Flat Fee	\$0
Solar Permit	Flat Fee	\$300
Spa Permit	Flat Fee	\$200
In-Ground Pool Permit	Flat Fee	\$850
Above-Ground Pool Permit	Flat Fee	\$200
Decking	Flat Fee	\$150
Unpermitted Work Fee	Underlying Permit Fee x 2	
Denied Plan Review (every 3 <sup>rd</sup> subsequent)	Flat Fee	\$150

## **RIGHT OF WAY MANGEMENT FEES**

Streets, Sidewalks and Other Public Places

Right-of- Way Type:	Method of Calculation	Min. Fee
Application Fee	Flat Fee	\$100
Expedited Application Fee	Flat Fee	\$250
Saturday Inspection Fee: each Saturday	Flat Fee	\$200
Permit Expiration; each permit for incomplete work on expiration date if not extended	Flat Fee	\$30
Electronic maps submittal fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2 hour minimum)	\$80 per hour	\$160
Registration; per user; per year	Flat Fee	\$50
Inspection Fee	\$1/LF or \$150/day of anticipated construction time, whichever is greater	
Small Cell Application Fee (This penalty shall not exceed and is capped by statutory limits.	1-5 Network Nodes Each Additional Network Node Per Pole	\$500 \$250 \$1000
Small Cell User Fee (This penalty shall not exceed and is capped by statutory limits.	Each Network Node; Annually Per Pole; Per Year Per Pole	\$250 \$20 for town pole attachment

### Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (Per day)			
		31-75 days	79-90 days	90-100 days	>100 days
Sidewalk	Per sq. foot	\$0.0026	\$0.0052	\$0.0078	\$0.0104
Driveway	Per each	\$39.00	\$78.00	\$117.00	\$156.00

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2021-1115- \_\_**

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

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

**WHEREAS**, the candidates nominated for terms commencing January 1, 2022 and ending December 31, 2023, are: Roy Atwood, Devona Beaver, Alex Buck, Dirk Dahlke, Sharon Gentry, Tom Heslep, David Johnson, Nancy Koket, John Lusk, Howard Martin, Ann Pomykal, Charles Stafford, David Terre, Tom Washington, Bryan Webb, Richard Weir and Rick Woolfolk; and

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

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

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

<b>Candidate</b>	<b>Number of Votes</b>
Roy Atwood	
Devona Beaver	
Alex Buck	
Dirk Dahlke	
Sharon Gentry	
Tom Heslep	
David Johnson	
Nancy Koket	
John Lusk	
Howard Martin	
Ann Pomykal	
Charles Stafford	
David Terre	
Tom Washington	
Bryan Webb	
Richard Weir	
Rick Woolfolk	

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 15th day of November, 2021.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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



**Denton Central Appraisal District**  
3911 Morse Street  
Denton, TX 76208

(940) 349-3800  
 [www.dentoncad.com](http://www.dentoncad.com)

TO: All Taxing Jurisdictions  
FROM: Hope McClure, Chief Appraiser  
DATE: October 28, 2021  
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Denton CAD Board of Directors.

The candidates nominated by the taxing jurisdictions are: (Please note Asterisk below)

<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1. Roy Atwood	Denton ISD, City of Carrollton
2. Devona Beaver	Town of Hickory Creek
3. Alex Buck	Lewisville ISD, City of Lewisville, City of Highland Village
4. Dirk Dahlke	Town of Hickory Creek
5. Sharon Gentry	Town of Flower Mound
6. Tom Heslep	City of Highland Village
7. David Johnson	Lewisville ISD, Denton County
8. Nancy Koket	Town of Hickory Creek
9. John Lusk	City of Oak Point
10. Howard Martin	City of Denton
11. Ann Pomykal	Lewisville ISD, City of Lewisville, Denton County
12. Charles Stafford	Denton ISD
13. David Terre	City of Frisco, Town of Little Elm, City of The Colony
14. Tom Washington	Lewisville ISD, Denton County
15. Bryan Webb**	City of Denton
16. Richard Weir	City of Corinth
17. Rick Woolfolk	Denton County

\*\*Bryan Webb has indicated that he does not want to be reappointed to the Board of Directors.

Accompanying this document, you will find Bio Sheets and additional information provided by the nominees. Please take the time to familiarize yourself with the nominees and their qualifications before casting your vote.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 for clarification and/or information.

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2021-1115-\_\_**

**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 CONCERNING MOBILE LICENSE PLATE READERS;  
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 agreements concerning mobile license plate readers from Utility Associates, Inc., attached hereto as Exhibit A and from Motorola Solutions, Inc., attached hereto as Exhibit B, each of which are hereby incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Town’s need for mobile license plate readers, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions of Exhibit \_\_\_\_\_ should be approved, and that the Mayor shall be authorized to execute it on behalf of the Town of Hickory Creek.

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

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

**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 15<sup>th</sup> day of November, 2021.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

## Mobile LPR Comparison

	Utility	Motorola	
<b>Term</b>	Through Nov 2024	Year 1	Years 2+
<b>Own or Lease Cameras</b>	Own	5 Year Contract	
<b>One-Time Expenses</b>		Own	
Hardware	5,000	11,750	
Software	3,823	Included	
Mounting Kit	Included	1,200	
Hardware Setup	Included	875	
Software setup	Included	1,275	
Training	included	1,250	
Warranty Y2-5	Included	6,300	
Installation	1,750	1,200	
Shipping	Included	Included	
<b>Recurring Expenses</b>			
Annual Subscription	N/A		1,575
Data Subscription	Included	Included	4,250
Replacement Plan	Included	Included	Included
<b>Minimum Purchase</b>	No	No	No
<b>Integration</b>	Yes	No	No
<b>Total Price Per Unit Y1</b>	10,573	23,850	
<b>Total Price Per Unit Y2+</b>	0		5,825
<b>3 Unit implementation</b>	<b>31,719</b>	<b>71,550</b>	<b>17,475</b>
<b>5 Unit implementation</b>	<b>52,865</b>	<b>119,250</b>	<b>29,125</b>

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2021-1115-\_\_**

**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 CONCERNING STATIONARY LICENSE PLATE READERS; 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 agreements concerning stationary license plate readers from Flock Group, Inc., attached hereto as Exhibit A and from Motorola Solutions, Inc., attached hereto as Exhibit B, each of which are hereby incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Town’s need for stationary license plate readers, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions of Exhibit \_\_\_\_\_ should be approved, and that the Mayor shall be authorized to execute it on behalf of the Town of Hickory Creek.

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

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

**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 15<sup>th</sup> day of November, 2021.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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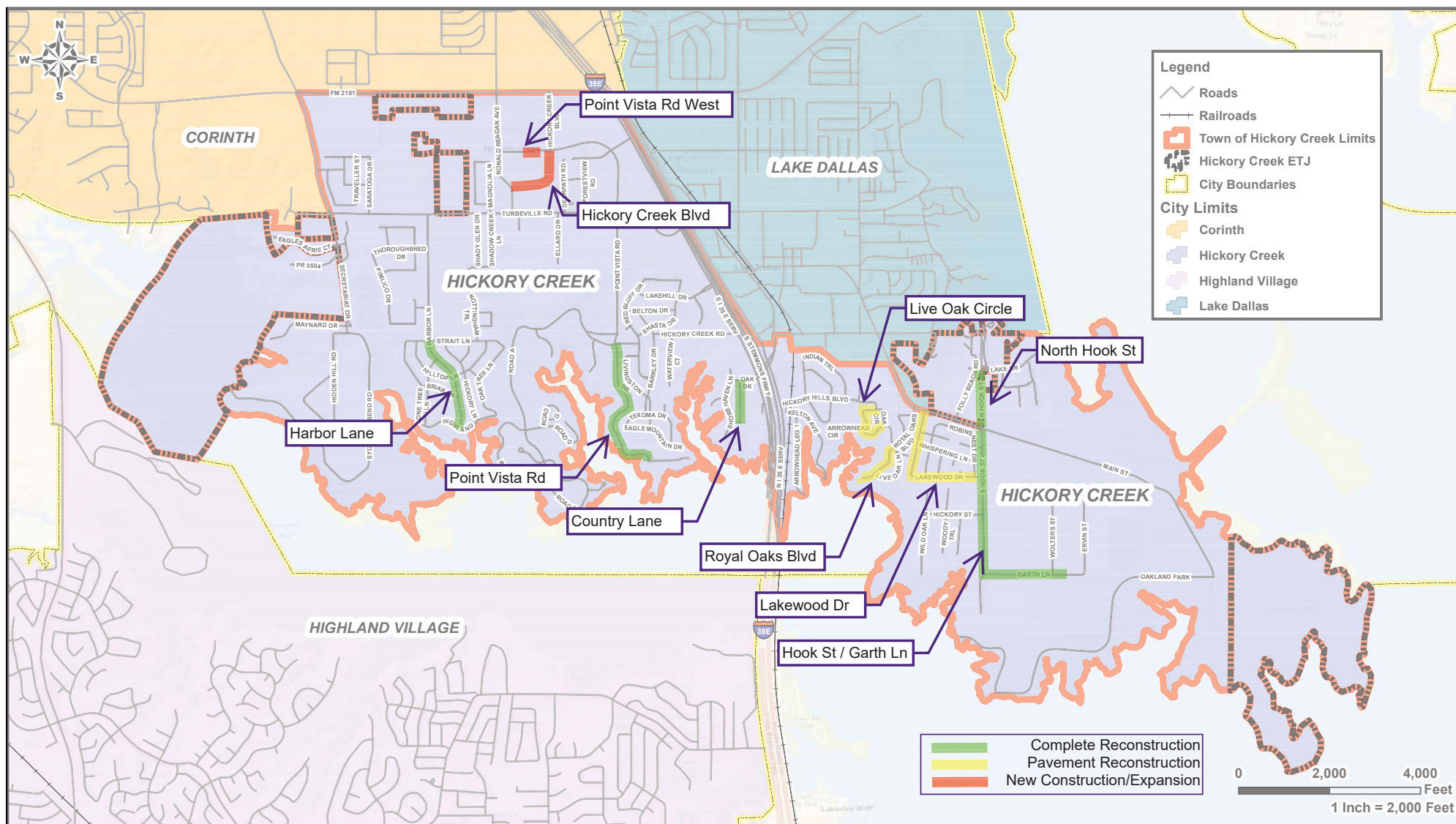
Dorwin L. Sargent, III, Town Attorney  
Town of Hickory Creek, Texas

## Stationary LPR Comparison

	Flock		Motorola	
	Year 1	years 2+	Year 1	Years 2+
Term	2 year Contract		5 Year Contract	
Own or Lease Cameras	Lease		Lease	
One-Time Expenses				
Hardware	Included		Included	
Software	Included		Included	
Mounting Kit	Included		Included	
Hardware Setup	Included		Included	
Software setup	Included		Included	
Training	Included		Included	
Warranty Y2-5	Included		Included	
Installation	250		Included	
Shipping	Included		70	
Recurring Expenses				
Annual Subscription	2,500	2,500	2,250	2,250
Data Subscription				4,250
Replacement Plan				99
Minimum Purchase	5 Units		No	No
Integration				
Total Price Per Unit Y1	2,750		2,320	
Total Price Per Unit Y2+		2,500		6,599
3 Unit implementation			6,960	19,797
5 Unit implementation	13,750	12,500	11,600	32,995

**TOWN OF HICKORY CREEK  
ROAD PRIORITIZATION  
NOVEMBER 15, 2021**

<b>Road</b>	<b>Half Estimate</b>	<b>Prioritize utilizing 1-9 with 1 being the most important to request funding from Denton County. Do not leave any blank.</b>
<b>Country Lane</b> Country Lane from Oak Street to Woodlake Road	\$970,000.00	
<b>Harbor Lane</b> Harbor Lane from Strait Lane to Harbor Grove Park	\$2,140,000.00	
<b>Hickory Creek Boulevard</b> Hickory Creek Blvd from Point Vista to Ronald Reagan	\$3,090,000.00	
<b>South Hook Street/Garth Lane</b> S. Hook Street from Main Street to Garth Lane; Garth Lane	\$4,290,000.00	
<b>North Hook Street</b> N. Hook Street from Main Street to Lake Drive	\$1,350,000.00	
<b>Lakewood Drive</b> Lakewood Drive from Main Street to Hook Street	\$1,410,000.00	
<b>Live Oak Circle</b> Live Oak Circle from Hickory Hills Blvd to Live Oak Lane	\$650,000.00	
<b>Point Vista Road</b> Point Vista Road from South of Stamford Road to Point Vista Park Entrance (South)	\$2,800,000.00	
<b>Point Vista Road West</b> Point Vista Road from Founders Classical Academy to Hickory Creek Blvd.	\$690,000.00	
<b>Royal Oaks Boulevard</b> Royal Oaks Boulevard from Live Oak Ln to End	\$530,000.00	



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 I:\townofhickorycreek\amexation\updates\_11x17.mxd

## TOWN OF HICKORY CREEK LIMITS



1075 Ronald Reagan Avenue  
 Hickory Creek, TX 75065  
 Main: 940-497-2528  
 Fax: 940-497-3531

## ENGINEER'S PRELIMINARY STATEMENT OF PROBABLE COST

## Country Lane

Country Lane from Oak St to Woodlake Rd

Project: Country Lane  
 Client: Town of Hickory Creek

Prepared by: LTW  
 Date: 11/4/2021

Pavement Material: Concrete  
 Pavement Width: 28 feet  
 Sidewalk Width (total both sides): 5 feet  
 Right-of-Way Width: 60 feet  
 Roadway Length: 950 feet  
 Current Date: 2021 year  
 Estimated Construction Date: 2023 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Mobilization (5% Maximum) (Excluding Section III)	LS	1	\$ 54,547.00	\$ 54,547.00
2	Road Preparation (5% Maximum)	LS	1	\$ 20,900.00	\$ 20,900.00
3	Barricades, Signs and Traffic Handling	MO	9	\$ 5,000.00	\$ 45,000.00
4	Construction Staking	STA	10	\$ 500.00	\$ 5,000.00
5	SWPPP	LS	1	\$ 5,000.00	\$ 5,000.00
6	Erosion Control	STA	10	\$ 3,000.00	\$ 30,000.00
7	Topsoil and Grass Sodding	SY	2,820	\$ 13.00	\$ 36,660.00
8	Remove and Dispose of Asphalt Pavement	SY	1,690	\$ 10.00	\$ 16,900.00
9	Remove and Dispose of Concrete Pavement	SY	17	\$ 20.00	\$ 340.00
10	Relocate Mailbox	EA	2	\$ 250.00	\$ 500.00
11	Relocate Brick Mailbox/Column	EA	0	\$ 500.00	\$ -
12	Relocate/Replace Fence (Basic)	LF	0	\$ 30.00	\$ -
13	Relocate/Replace Fence (Decorative)	LF	0	\$ 60.00	\$ -
14	Remove Culvert/Storm Drain Pipe	LF	16	\$ 10.00	\$ 160.00
15	Adjust Fire Hydrant Assemblies	EA	0	\$ 1,000.00	\$ -
16	Earthwork	CY	2,200	\$30.00	\$ 66,000.00
17	Cement Treated Subgrade (6")	SY	3,170	\$5.00	\$ 15,850.00
18	Cement Slurry (40 lbs./SY)	TON	63	\$175.00	\$ 11,095.00
19	Concrete Pavement (7") (4,000 PSI)	SY	3,190	\$70.00	\$ 223,300.00
20	Driveway Approach	SY	36	\$65.00	\$ 2,340.00
21	6" Concrete Curb	LF	0	\$15.00	\$ -
22	Pavement Markings and Signage	STA	10	\$1,000.00	\$ 10,000.00
23	Cross Culvert	LF	50	\$125.00	\$ 6,250.00
24	Cross Culvert Headwall/SET	EA	2	\$2,000.00	\$ 4,000.00
25	Reinforced Concrete Pipe (CL III) (18 IN -24 IN)	LF	32	\$100.00	\$ 3,200.00
26	Reinforced Concrete Pipe (CL III) (36 IN - 48 IN)	LF	0	\$200.00	\$ -
27	Curb/Area Inlets	EA	0	\$5,000.00	\$ -
28	Safety End Treatments	EA	4	\$1,500.00	\$ 6,000.00
Subtotal Section I					\$563,042.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section II - Sidewalks					
25	Sidewalk (5' Wide)	SY	528	\$ 50.00	\$26,400.00
26	Barrier-Free Ramps	EA	2	\$ 4,000.00	\$8,000.00
Subtotal Section II					\$34,400.00
Section III - Street Lighting					
Subtotal Section III					\$0.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS					\$597,400.00
CONTINGENCY (30%)					\$179,220.00
TOTAL CONSTRUCTION					\$776,620.00
BASIC ENGINEERING SERVICES (15%)					\$90,000.00
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHINCAL) (5%)					\$30,000.00
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS)					\$25,000.00
SPECIAL ENGINEERING SERVICES (USACE COORDINATION)					
CONSTRUCTION MATERIAL TESTING (2.5%)					\$15,000.00
TOTAL PROJECT COSTS					\$936,620.00
INFLATION ADJUSTMENT (2.5% PER YEAR)					\$30,200.00
TOTAL IMPROVEMENTS					\$970,000.00
Notes:					
1. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Right-of-Way Acquisition Services are excluded from this estimate.					
3. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

## ENGINEER'S PRELIMINARY STATEMENT OF PROBABLE COST

## Harbor Lane

## Harbor Lane from Strait Lane to Harbor Grove Park

**Project:** Harbor Lane  
**Client:** Town of Hickory Creek

**Prepared by:** LTW  
**Date:** 10/20/2021

Pavement Material: Concrete  
Pavement Width: 28 feet  
Sidewalk Width (total both sides): 5 feet  
Right-of-Way Width: 50 feet  
Roadway Length: 2175 feet  
Current Date: 2021 year  
Estimated Construction Date: 2023 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Mobilization (5% Maximum) (Excluding Section III)	LS	1	\$ 122,367.00	\$ 122,367.00
2	Road Preparation (5% Maximum)	LS	1	\$ 47,064.00	\$ 47,064.00
3	Barricades, Signs and Traffic Handling	MO	12	\$ 5,000.00	\$ 60,000.00
4	Construction Staking	STA	22	\$ 500.00	\$ 11,000.00
5	SWPPP	LS	1	\$ 5,000.00	\$ 5,000.00
6	Erosion Control	STA	22	\$ 3,000.00	\$ 66,000.00
7	Topsoil and Grass Sodding	SY	3,570	\$ 13.00	\$ 46,410.00
8	Remove and Dispose of Asphalt Pavement	SY	4,560	\$ 10.00	\$ 45,600.00
9	Remove and Dispose of Concrete Pavement	SY	167	\$ 20.00	\$ 3,340.00
10	Relocate Mailbox	EA	19	\$ 250.00	\$ 4,750.00
11	Relocate Brick Mailbox/Column	EA	0	\$ 500.00	\$ -
12	Relocate/Replace Fence (Basic)	LF	0	\$ 30.00	\$ -
13	Remove Culvert/Storm Drain Pipe	LF	228.0	\$ 10.00	\$ 2,280.00
14	Adjust Fire Hydrant Assemblies	EA	1.0	\$ 1,000.00	\$ 1,000.00
15	Earthwork	CY	4,100.0	\$ 30.00	\$ 123,000.00
16	Cement Treated Subgrade (6")	SY	7,250	\$5.00	\$ 36,250.00
17	Cement Slurry (40 lbs./SY)	TON	145	\$175.00	\$ 25,375.00
18	Concrete Pavement (7") (4,000 PSI)	SY	6,770	\$70.00	\$ 473,900.00
19	Driveway Approach	SY	547	\$65.00	\$ 35,555.00
20	Pavement Markings and Signage	STA	22	\$500.00	\$ 11,000.00
21	Cross Culvert	LF	0	\$125.00	\$ -
22	Cross Culvert Headwall/SET	EA	0	\$2,000.00	\$ -
23	Reinforced Concrete Pipe (CL III) (18 IN -24 IN)	LF	502	\$100.00	\$ 50,200.00
24	Safety End Treatments	EA	48	\$1,500.00	\$ 72,000.00
Subtotal Section I					\$1,242,091.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section II - Sidewalks					
25	Sidewalk (5' Wide)	SY	1,209	\$ 50.00	\$60,450.00
26	Barrier-Free Ramps	EA	9	\$ 4,000.00	\$36,000.00
Subtotal Section II					\$96,450.00
Section III - Street Lighting					
Subtotal Section III					\$0.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS					\$1,338,500.00
CONTINGENCY (30%)					\$401,550.00
TOTAL CONSTRUCTION					\$1,740,050.00
BASIC ENGINEERING SERVICES (15%)					\$201,000.00
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHINCAL) (5%)					\$67,000.00
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS)					\$25,000.00
SPECIAL ENGINEERING SERVICES ELECTRICAL DESIGN					
CONSTRUCTION MATERIAL TESTING (2.5%)					\$33,000.00
TOTAL PROJECT COSTS					\$2,066,050.00
INFLATION ADJUSTMENT (2.5% PER YEAR)					\$67,800.00
TOTAL IMPROVEMENTS					\$2,140,000.00
Notes:					
1. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Right-of-Way Acquisition Services are excluded from this estimate.					
3. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

## ENGINEER'S PRELIMINARY STATEMENT OF PROBABLE COST

## Hickory Creek Blvd

Hickory Creek Blvd from Point Vista to Ronald Reagan

**Project:** Hickory Creek Blvd (Furtik)  
**Client:** Town of Hickory Creek

**Prepared by:** LTW  
**Date:** 10/20/2021

Pavement Material: Concrete  
Pavement Width: 54 feet  
Sidewalk Width (total both sides): 10 feet  
Right-of-Way Width: 110 feet  
Roadway Length: 1600 feet  
Current Date: 2021 year  
Estimated Construction Date: 2023 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Mobilization (5% Maximum) (Excluding Section III)	LS	1	\$ 180,876.00	\$ 180,876.00
2	Road Preparation (5% Maximum)	LS	1	\$ 65,721.00	\$ 65,721.00
3	Barricades, Signs and Traffic Handling	MO	12	\$ 1,000.00	\$ 12,000.00
4	Construction Staking	STA	16	\$ 500.00	\$ 8,000.00
5	SWPPP	LS	1	\$ 5,000.00	\$ 5,000.00
6	Erosion Control	STA	16	\$ 3,000.00	\$ 48,000.00
7	Topsoil and Grass Sodding	SY	10,500	\$ 10.00	\$ 105,000.00
8	Remove and Dispose of Asphalt Pavement	SY	0	\$ 10.00	\$ -
9	Remove and Dispose of Concrete Pavement	SY	0	\$ 20.00	\$ -
10	Relocate Mailbox	EA	0	\$ 250.00	\$ -
11	Relocate Brick Mailbox/Column	EA	0	\$ 500.00	\$ -
12	Relocate/Replace Fence (Basic)	LF	0	\$ 40.00	\$ -
13	Relocate/Replace Fence (Decorative)	LF	0.0	\$ 60.00	\$ -
14	Remove Culvert/Storm Drain Pipe	LF	0.0	\$ 10.00	\$ -
15	Adjust Fire Hydrant Assemblies	EA	0.0	\$ 1,000.00	\$ -
16	Earthwork	CY	10,600	\$20.00	\$ 212,000.00
17	Cement Treated Subgrade (6")	SY	9,960	\$5.00	\$ 49,800.00
18	Cement Slurry (40 lbs./SY)	TON	199	\$175.00	\$ 34,860.00
19	Concrete Pavement (7") (4,000 PSI)	SY	9,600	\$70.00	\$ 672,000.00
20	Driveway Approach	SY	0	\$65.00	\$ -
21	6" Concrete Curb	LF	3,200	\$15.00	\$ 48,000.00
22	Pavement Markings and Signage	STA	16	\$2,000.00	\$ 32,000.00
23	Cross Culvert	LF	60	\$125.00	\$ 7,500.00
24	Cross Culvert Headwall/SET	EA	4	\$2,000.00	\$ 8,000.00
25	Reinforced Concrete Pipe (CL III) (18 IN -24 IN)	LF	1,720	\$100.00	\$ 172,000.00
26	Reinforced Concrete Pipe (CL III) (36 IN - 48 IN)	LF	0	\$200.00	\$ -
27	Curb/Area Inlets	EA	12	\$5,000.00	\$ 60,000.00
28	Safety End Treatments	EA	0	\$1,500.00	\$ -
29	Median Landscaping/Stormwater Feature	EA	1	\$100,000.00	\$ 100,000.00
Subtotal Section I					\$1,820,757.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section II - Sidewalks					
29	Sidewalk	SY	1,778	\$ 50.00	\$88,900.00
30	Barrier-Free Ramps	EA	8	\$ 4,000.00	\$32,000.00
Subtotal Section II					\$120,900.00
Section III - Street Lighting					
Subtotal Section III					\$0.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS \$1,941,700.00					
CONTINGENCY (30%) \$582,510.00					
TOTAL CONSTRUCTION \$2,524,210.00					
BASIC ENGINEERING SERVICES (15%) \$292,000.00					
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHINCAL) (5%) \$97,000.00					
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS) \$25,000.00					
SPECIAL ENGINEERING SERVICES ELECTRICAL DESIGN					
CONSTRUCTION MATERIAL TESTING (2.5%) \$49,000.00					
TOTAL PROJECT COSTS \$2,987,210.00					
INFLATION ADJUSTMENT (2.5% PER YEAR) \$98,300.00					
TOTAL IMPROVEMENTS \$3,090,000.00					
Notes:					
1. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Right-of-Way Acquisition Services are excluded from this estimate.					
3. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

## ENGINEER'S PRELIMINARY STATEMENT OF PROBABLE COST

## South Hook Street / Garth Lane Reconstruction

S. Hook St. from Main Street to Garth Lane; Garth Lane

Project: S. Hook Street/Garth Lane

Prepared by: LTW

Client: Town of Hickory Creek

Date: 10/20/2021

Pavement Material:	Concrete
Pavement Width:	28 feet
Sidewalk Width (total both sides)	5 feet
Right-of-Way Width:	50 feet
Roadway Length:	4965 feet
Current Date:	2021 year
Estimated Construction Date:	2023 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Mobilization (5% Maximum) (Excluding Section III)	LS	1	\$ 250,032.00	\$ 250,032.00
2	Road Preparation (5% Maximum)	LS	1	\$ 119,063.00	\$ 119,063.00
3	Barricades, Signs and Traffic Handling	MO	12	\$ 5,000.00	\$ 60,000.00
4	Construction Staking	STA	50	\$ 500.00	\$ 25,000.00
5	SWPPP	LS	1	\$ 5,000.00	\$ 5,000.00
6	Erosion Control	STA	50	\$ 3,000.00	\$ 150,000.00
7	Topsoil and Grass Sodding	SY	8,560	\$ 13.00	\$ 111,280.00
8	Remove and Dispose of Asphalt Pavement	SY	10,200	\$ 10.00	\$ 102,000.00
9	Remove and Dispose of Concrete Pavement	SY	317	\$ 20.00	\$ 6,340.00
10	Relocate Mailbox	EA	6	\$ 250.00	\$ 1,500.00
11	Relocate Brick Mailbox/Column	EA	15	\$ 500.00	\$ 7,500.00
12	Relocate/Replace Fence (Basic)	LF	2,000	\$ 30.00	\$ 60,000.00
13	Remove Culvert/Storm Drain Pipe	LF	712.0	\$ 10.00	\$ 7,120.00
14	Adjust Fire Hydrant Assemblies	EA	4.0	\$ 1,000.00	\$ 4,000.00
15	Earthwork	CY	9,200.0	\$ 20.00	\$ 184,000.00
16	Cement Treated Subgrade (6")	SY	16,550	\$5.00	\$ 82,750.00
17	Cement Slurry (40 lbs./SY)	TON	331	\$175.00	\$ 57,925.00
18	Concrete Pavement (7") (4,000 PSI)	SY	15,450	\$70.00	\$ 1,081,500.00
19	Driveway Approach	SY	823	\$65.00	\$ 53,495.00
20	Pavement Markings and Signage	STA	50	\$500.00	\$ 25,000.00
21	Cross Culvert	LF	40	\$125.00	\$ 5,000.00
22	Cross Culvert Headwall/SET	EA	2	\$2,000.00	\$ 4,000.00
23	Reinforced Concrete Pipe (CL III) (18 IN -24 IN)	LF	796	\$100.00	\$ 79,600.00
24	Safety End Treatments	EA	50	\$1,500.00	\$ 75,000.00
Subtotal Section I					\$2,557,105.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section II - Sidewalks					
25	Sidewalk (5' Wide)	SY	2,175	\$ 50.00	\$108,750.00
26	Barrier-Free Ramps	EA	8	\$ 4,000.00	\$32,000.00
Subtotal Section II					\$140,750.00
Section III - Street Lighting					
Subtotal Section III					\$0.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS \$2,697,900.00					
CONTINGENCY (30%) \$809,370.00					
TOTAL CONSTRUCTION \$3,507,270.00					
BASIC ENGINEERING SERVICES (15%) \$405,000.00					
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHINCAL) (5%) \$135,000.00					
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS) \$35,000.00					
SPECIAL ENGINEERING SERVICES ELECTRICAL DESIGN					
CONSTRUCTION MATERIAL TESTING (2.5%) \$67,000.00					
TOTAL PROJECT COSTS \$4,149,270.00					
INFLATION ADJUSTMENT (2.5% PER YEAR) \$136,600.00					
TOTAL IMPROVEMENTS \$4,290,000.00					
Notes:					
1. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Right-of-Way Acquisition Services are excluded from this estimate.					
3. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

## ENGINEER'S PRELIMINARY STATEMENT OF PROBABLE COST

## North Hook Street

N. Hook St. from Main Street to Lake Dr.

Project: N. Hook Street  
 Client: Town of Hickory Creek

Prepared by: LTW  
 Date: 10/20/2021

Pavement Material: Concrete  
 Pavement Width: 28 feet  
 Sidewalk Width (total both sides): 5 feet  
 Right-of-Way Width: 50 feet  
 Roadway Length: 1250 feet  
 Current Date: 2021 year  
 Estimated Construction Date: 2023 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Mobilization (5% Maximum) (Excluding Section III)	LS	1	\$ 75,881.00	\$ 75,881.00
2	Road Preparation (5% Maximum)	LS	1	\$ 32,137.00	\$ 32,137.00
3	Barricades, Signs and Traffic Handling	MO	12	\$ 5,000.00	\$ 60,000.00
4	Construction Staking	STA	13	\$ 500.00	\$ 6,500.00
5	SWPPP	LS	1	\$ 5,000.00	\$ 5,000.00
6	Erosion Control	STA	13	\$ 3,000.00	\$ 39,000.00
7	Topsoil and Grass Sodding	SY	1,500	\$ 13.00	\$ 19,500.00
8	Remove and Dispose of Asphalt Pavement	SY	2,560	\$ 10.00	\$ 25,600.00
9	Remove and Dispose of Concrete Pavement	SY	91	\$ 20.00	\$ 1,820.00
10	Relocate Mailbox	EA	34	\$ 250.00	\$ 8,500.00
11	Relocate Brick Mailbox/Column	EA	0	\$ 500.00	\$ -
12	Relocate/Replace Fence (Basic)	LF	900	\$ 40.00	\$ 36,000.00
13	Relocate/Replace Fence (Decorative)	LF	100.0	\$ 60.00	\$ 6,000.00
14	Remove Culvert/Storm Drain Pipe	LF	140.0	\$ 10.00	\$ 1,400.00
15	Adjust Fire Hydrant Assemblies	EA	2.0	\$ 1,000.00	\$ 2,000.00
16	Earthwork	CY	600	\$30.00	\$ 18,000.00
17	Cement Treated Subgrade (6")	SY	4,090	\$5.00	\$ 20,450.00
18	Cement Slurry (40 lbs./SY)	TON	82	\$175.00	\$ 14,315.00
19	Concrete Pavement (7") (4,000 PSI)	SY	3,820	\$70.00	\$ 267,400.00
20	Driveway Approach	SY	336	\$65.00	\$ 21,840.00
21	6" Concrete Curb	LF	630	\$15.00	\$ 9,450.00
22	Pavement Markings and Signage	STA	13	\$500.00	\$ 6,500.00
23	Cross Culvert	LF	80	\$125.00	\$ 10,000.00
24	Cross Culvert Headwall/SET	EA	4	\$2,000.00	\$ 8,000.00
25	Reinforced Concrete Pipe (CL III) (18 IN -24 IN)	LF	292	\$100.00	\$ 29,200.00
26	Curb/Area Inlets	EA	2	\$5,000.00	\$ 10,000.00
27	Safety End Treatments	EA	26	\$1,500.00	\$ 39,000.00
28	Gate	EA	1	\$12,500.00	\$ 12,500.00
Subtotal Section I					\$785,993.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section II - Sidewalks					
29	Sidewalk	SY	734	\$ 50.00	\$36,700.00
30	Barrier-Free Ramps	EA	3	\$ 4,000.00	\$12,000.00
Subtotal Section II					\$48,700.00
Section III - Street Lighting					
Subtotal Section III					\$0.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS					\$834,700.00
CONTINGENCY (30%)					\$250,410.00
TOTAL CONSTRUCTION					\$1,085,110.00
BASIC ENGINEERING SERVICES (15%)					\$126,000.00
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHINCAL) (5%)					\$42,000.00
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS)					\$25,000.00
SPECIAL ENGINEERING SERVICES ELECTRICAL DESIGN					
CONSTRUCTION MATERIAL TESTING (2.5%)					\$21,000.00
TOTAL PROJECT COSTS					\$1,299,110.00
INFLATION ADJUSTMENT (2.5% PER YEAR)					\$42,300.00
TOTAL IMPROVEMENTS					\$1,350,000.00
Notes:					
1. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Right-of-Way Acquisition Services are excluded from this estimate.					
3. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

## ENGINEER'S PRELIMINARY STATEMENT OF PROBABLE COST

## Lakewood Drive

Lakewood Drive from Main St to Hook St

Project: Lakewood Drive  
 Client: Town of Hickory Creek

Prepared by: LTW  
 Date: 11/4/2021

Pavement Material: Concrete  
 Pavement Width: 24 feet  
 Sidewalk Width (total both sides) 0 feet  
 Right-of-Way Width: 0 feet  
 Roadway Length: 3000 feet  
 Current Date: 2021 year  
 Estimated Construction Date: 2023 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Mobilization (5% Maximum) (Excluding Section III)	LS	1	\$ 87,000.00	\$ 87,000.00
2	Road Preparation (5% Maximum)	LS	1	\$ 10,000.00	\$ 10,000.00
3	Barricades, Signs and Traffic Handling	MO	4	\$ 5,000.00	\$ 20,000.00
4	Construction Staking	STA	30	\$ 500.00	\$ 15,000.00
5	SWPPP	LS	1	\$ 5,000.00	\$ 5,000.00
6	Erosion Control	STA	30	\$ 1,000.00	\$ 30,000.00
7	Topsoil and Grass Sodding	SY	0	\$ 13.00	\$ -
8	Remove and Dispose of Asphalt Pavement	SY	8,000	\$ 10.00	\$ 80,000.00
9	Remove and Dispose of Concrete Pavement	SY	0	\$ 20.00	\$ -
10	Relocate Mailbox	EA	0	\$ 250.00	\$ -
11	Relocate Brick Mailbox/Column	EA	0	\$ 500.00	\$ -
12	Relocate/Replace Fence (Basic)	LF	0	\$ 30.00	\$ -
13	Relocate/Replace Fence (Decorative)	LF	0.0	\$ 60.00	\$ -
14	Remove Culvert/Storm Drain Pipe	LF	0.0	\$ 10.00	\$ -
15	Adjust Fire Hydrant Assemblies	EA	0.0	\$ 1,000.00	\$ -
16	Earthwork	CY	0	\$30.00	\$ -
17	Cement Treated Subgrade (6")	SY	8,000	\$5.00	\$ 40,000.00
18	Cement Slurry (40 lbs./SY)	TON	173	\$175.00	\$ 30,345.00
19	Concrete Pavement (7") (4,000 PSI)	SY	8,000	\$70.00	\$ 560,000.00
20	Driveway Approach	SY	0	\$65.00	\$ -
21	6" Concrete Curb	LF	1,000	\$15.00	\$ 15,000.00
22	Pavement Markings and Signage	STA	0	\$500.00	\$ -
23	Cross Culvert	LF	0	\$125.00	\$ -
24	Cross Culvert Headwall/SET	EA	0	\$2,000.00	\$ -
25	Reinforced Concrete Pipe (CL III) (18 IN -24 IN)	LF	0	\$100.00	\$ -
26	Reinforced Concrete Pipe (CL III) (36 IN - 48 IN)	LF	0	\$200.00	\$ -
27	Curb/Area Inlets	EA	0	\$5,000.00	\$ -
28	Safety End Treatments	EA	0	\$1,500.00	\$ -
Subtotal Section I					\$892,345.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section II - Sidewalks					
29	Sidewalk (5' Wide)	SY	500	\$ 50.00	\$25,000.00
30	Barrier-Free Ramps	EA	0	\$ 4,000.00	\$0.00
Subtotal Section II					\$25,000.00
Section III - Street Lighting					
Subtotal Section III					\$0.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS					\$917,300.00
CONTINGENCY (30%)					\$275,190.00
TOTAL CONSTRUCTION					\$1,192,490.00
BASIC ENGINEERING SERVICES (15%)					\$138,000.00
SPECIAL ENGINEERING SERVICES (GEOTECHNICAL)					\$5,000.00
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS)					
SPECIAL ENGINEERING SERVICES (USACE COORDINATION)					
CONSTRUCTION MATERIAL TESTING (2.5%)					\$23,000.00
TOTAL PROJECT COSTS					\$1,358,490.00
INFLATION ADJUSTMENT (2.5% PER YEAR)					\$46,400.00
TOTAL IMPROVEMENTS					\$1,410,000.00
Notes:					
1. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Right-of-Way Acquisition Services are excluded from this estimate.					
3. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

## ENGINEER'S PRELIMINARY STATEMENT OF PROBABLE COST

## Live Oak Circle

Live Oak Circle from Hickory Hills Blvd to Live Oak Lane

**Project:** Live Oak Circle  
**Client:** Town of Hickory Creek

**Prepared by:** LTW  
**Date:** 11/4/2021

Pavement Material: Concrete  
Pavement Width: 26 feet  
Sidewalk Width (total both sides): 0 feet  
Right-of-Way Width: 40 feet  
Roadway Length: 1250 feet  
Current Date: 2021 year  
Estimated Construction Date: 2023 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Mobilization (5% Maximum) (Excluding Section III)	LS	1	\$ 37,935.00	\$ 37,935.00
2	Road Preparation (5% Maximum)	LS	1	\$ 10,000.00	\$ 10,000.00
3	Barricades, Signs and Traffic Handling	MO	4	\$ 5,000.00	\$ 20,000.00
4	Construction Staking	STA	13	\$ 500.00	\$ 6,500.00
5	SWPPP	LS	1	\$ 5,000.00	\$ 5,000.00
6	Erosion Control	STA	13	\$ 1,000.00	\$ 13,000.00
7	Topsoil and Grass Sodding	SY	0	\$ 13.00	\$ -
8	Remove and Dispose of Asphalt Pavement	SY	3,620	\$ 10.00	\$ 36,200.00
9	Remove and Dispose of Concrete Pavement	SY	0	\$ 20.00	\$ -
10	Relocate Mailbox	EA	0	\$ 250.00	\$ -
11	Relocate Brick Mailbox/Column	EA	0	\$ 500.00	\$ -
12	Relocate/Replace Fence (Basic)	LF	0	\$ 30.00	\$ -
13	Relocate/Replace Fence (Decorative)	LF	0.0	\$ 60.00	\$ -
14	Remove Culvert/Storm Drain Pipe	LF	0.0	\$ 10.00	\$ -
15	Adjust Fire Hydrant Assemblies	EA	0.0	\$ 1,000.00	\$ -
16	Earthwork	CY	0	\$30.00	\$ -
17	Cement Treated Subgrade (6")	SY	3,620	\$5.00	\$ 18,100.00
18	Cement Slurry (40 lbs./SY)	TON	72	\$175.00	\$ 12,670.00
19	Concrete Pavement (7") (4,000 PSI)	SY	3,620	\$70.00	\$ 253,400.00
20	Driveway Approach	SY	0	\$65.00	\$ -
21	6" Concrete Curb	LF	300	\$15.00	\$ 4,500.00
22	Pavement Markings and Signage	STA	0	\$500.00	\$ -
23	Cross Culvert	LF	0	\$125.00	\$ -
24	Cross Culvert Headwall/SET	EA	0	\$2,000.00	\$ -
25	Reinforced Concrete Pipe (CL III) (18 IN -24 IN)	LF	0	\$100.00	\$ -
26	Reinforced Concrete Pipe (CL III) (36 IN - 48 IN)	LF			\$ -
27	Curb/Area Inlets	EA	0	\$5,000.00	\$ -
28	Safety End Treatments	EA	0	\$1,500.00	\$ -
Subtotal Section I					\$417,305.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section II - Sidewalks					
29	Sidewalk (5' Wide)	SY	0	\$ 50.00	\$0.00
30	Barrier-Free Ramps	EA	0	\$ 4,000.00	\$0.00
Subtotal Section II					\$0.00
Section III - Street Lighting					
Subtotal Section III					\$0.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS					\$417,300.00
CONTINGENCY (30%)					\$125,190.00
TOTAL CONSTRUCTION					\$542,490.00
BASIC ENGINEERING SERVICES (15%)					\$63,000.00
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHNICAL)					\$5,000.00
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS)					\$0.00
SPECIAL ENGINEERING SERVICES (USACE COORDINATION)					
CONSTRUCTION MATERIAL TESTING (2.5%)					\$10,000.00
TOTAL PROJECT COSTS					\$620,490.00
INFLATION ADJUSTMENT (2.5% PER YEAR)					\$21,100.00
TOTAL IMPROVEMENTS					\$650,000.00
Notes:					
1. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Right-of-Way Acquisition Services are excluded from this estimate.					
3. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

## ENGINEER'S PRELIMINARY STATEMENT OF PROBABLE COST

## Point Vista Road

Point Vista Road from South of Stamford Rd to Point Vista Park Entrance (South)

**Project:** Point Vista Road  
**Client:** Town of Hickory Creek

**Prepared by:** LTW  
**Date:** 10/20/2021

Pavement Material: Concrete  
Pavement Width: 28 feet  
Sidewalk Width (total both sides): 5 feet  
Right-of-Way Width: 50 feet  
Roadway Length: 3130 feet  
Current Date: 2021 year  
Estimated Construction Date: 2023 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Mobilization (5% Maximum) (Excluding Section III)	LS	1	\$ 151,877.00	\$ 151,877.00
2	Road Preparation (5% Maximum)	LS	1	\$ 90,100.00	\$ 90,100.00
3	Barricades, Signs and Traffic Handling	MO	12	\$ 5,000.00	\$ 60,000.00
4	Construction Staking	STA	32	\$ 500.00	\$ 16,000.00
5	SWPPP	LS	1	\$ 5,000.00	\$ 5,000.00
6	Erosion Control	STA	32	\$ 3,000.00	\$ 96,000.00
7	Topsoil and Grass Sodding	SY	5,800	\$ 13.00	\$ 75,400.00
8	Remove and Dispose of Asphalt Pavement	SY	6,380	\$ 10.00	\$ 63,800.00
9	Remove and Dispose of Concrete Pavement	SY	0	\$ 20.00	\$ -
10	Relocate Mailbox	EA	0	\$ 250.00	\$ -
11	Relocate Brick Mailbox/Column	EA	0	\$ 500.00	\$ -
12	Relocate/Replace Fence (Basic)	LF	2,300	\$ 30.00	\$ 69,000.00
13	Remove Culvert/Storm Drain Pipe	LF	40.0	\$ 10.00	\$ 400.00
14	Adjust Fire Hydrant Assemblies	EA	0.0	\$ 1,000.00	\$ -
15	Earthwork	CY	7,500.0	\$ 25.00	\$ 187,500.00
16	Cement Treated Subgrade (6")	SY	10,440	\$ 5.00	\$ 52,200.00
17	Cement Slurry (40 lbs./SY)	TON	209	\$175.00	\$ 36,540.00
18	Concrete Pavement (7") (4,000 PSI)	SY	9,740	\$70.00	\$ 681,800.00
19	Driveway Approach	SY	120	\$65.00	\$ 7,800.00
20	Pavement Markings and Signage	STA	32	\$500.00	\$ 16,000.00
21	Cross Culvert	LF	120	\$125.00	\$ 15,000.00
22	Cross Culvert Headwall/SET	EA	6	\$2,000.00	\$ 12,000.00
23	Reinforced Concrete Pipe (CL III) (18 IN -24 IN)	LF	40	\$100.00	\$ 4,000.00
24	Safety End Treatments	EA	2	\$1,500.00	\$ 3,000.00
Subtotal Section I					\$1,643,417.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section II - Sidewalks					
25	Sidewalk (5' Wide)	SY	1,739	\$ 50.00	\$86,950.00
26	Barrier-Free Ramps	EA	0	\$ 4,000.00	\$0.00
Subtotal Section II					\$86,950.00
Section III - Street Lighting					
Subtotal Section III					\$0.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS					\$1,730,400.00
CONTINGENCY (30%)					\$519,120.00
TOTAL CONSTRUCTION					\$2,249,520.00
BASIC ENGINEERING SERVICES (15%)					\$260,000.00
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHINCAL) (5%)					\$87,000.00
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS)					\$35,000.00
SPECIAL ENGINEERING SERVICES (USACE COORDINATION)					\$30,000.00
CONSTRUCTION MATERIAL TESTING (2.5%)					\$43,000.00
TOTAL PROJECT COSTS					\$2,704,520.00
INFLATION ADJUSTMENT (2.5% PER YEAR)					\$87,600.00
TOTAL IMPROVEMENTS					\$2,800,000.00
Notes:					
1. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Right-of-Way Acquisition Services are excluded from this estimate.					
3. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

## ENGINEER'S PRELIMINARY STATEMENT OF PROBABLE COST

## Point Vista Road West

Point Vista Road from Founders Classical Academy to Hickory Creek Blvd

**Project:** Point Vista Road West  
**Client:** Town of Hickory Creek

**Prepared by:** LTW  
**Date:** 11/4/2021

Pavement Material: Concrete  
Pavement Width: 28 feet  
Sidewalk Width (total both sides): 5 feet  
Right-of-Way Width: 50 feet  
Roadway Length: 550 feet  
Current Date: 2021 year  
Estimated Construction Date: 2023 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Mobilization (5% Maximum) (Excluding Section III)	LS	1	\$ 39,351.00	\$ 39,351.00
2	Road Preparation (5% Maximum)	LS	1	\$ 16,945.00	\$ 16,945.00
3	Barricades, Signs and Traffic Handling	MO	9	\$ 5,000.00	\$ 45,000.00
4	Construction Staking	STA	6	\$ 500.00	\$ 3,000.00
5	SWPPP	LS	1	\$ 5,000.00	\$ 5,000.00
6	Erosion Control	STA	6	\$ 3,000.00	\$ 18,000.00
7	Topsoil and Grass Sodding	SY	1,290	\$ 13.00	\$ 16,770.00
8	Remove and Dispose of Asphalt Pavement	SY	0	\$ 10.00	\$ -
9	Remove and Dispose of Concrete Pavement	SY	0	\$ 20.00	\$ -
10	Relocate Mailbox	EA	0	\$ 250.00	\$ -
11	Relocate Brick Mailbox/Column	EA	0	\$ 500.00	\$ -
12	Relocate/Replace Fence (Basic)	LF	0	\$ 30.00	\$ -
13	Relocate/Replace Fence (Decorative)	LF	0	\$ 60.00	\$ -
14	Remove Culvert/Storm Drain Pipe	LF	0	\$ 10.00	\$ -
15	Adjust Fire Hydrant Assemblies	EA	0	\$ 1,000.00	\$ -
16	Earthwork	CY	1,100	\$30.00	\$ 33,000.00
17	Cement Treated Subgrade (6")	SY	1,590	\$5.00	\$ 7,950.00
18	Cement Slurry (40 lbs./SY)	TON	32	\$175.00	\$ 5,565.00
19	Concrete Pavement (7") (4,000 PSI)	SY	1,700	\$70.00	\$ 119,000.00
20	Driveway Approach	SY	0	\$65.00	\$ -
21	6" Concrete Curb	LF	1,100	\$15.00	\$ 16,500.00
22	Pavement Markings and Signage	STA	6	\$1,000.00	\$ 6,000.00
23	Cross Culvert	LF	0	\$125.00	\$ -
24	Cross Culvert Headwall/SET	EA	0	\$2,000.00	\$ -
25	Reinforced Concrete Pipe (CL III) (18 IN -24 IN)	LF	550	\$100.00	\$ 55,000.00
26	Curb/Area Inlets	EA	3	\$5,000.00	\$ 15,000.00
27	Safety End Treatments	EA	0	\$1,500.00	\$ -
Subtotal Section I					\$402,081.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section II - Sidewalks					
25	Sidewalk (5' Wide)	SY	306	\$ 50.00	\$15,300.00
26	Barrier-Free Ramps	EA	2	\$ 4,000.00	\$8,000.00
Subtotal Section II					\$23,300.00
Section III - Street Lighting					
Subtotal Section III					\$0.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS					\$425,400.00
CONTINGENCY (30%)					\$127,620.00
TOTAL CONSTRUCTION					\$553,020.00
BASIC ENGINEERING SERVICES (15%)					\$64,000.00
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHINCAL) (5%)					\$21,000.00
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS)					\$15,000.00
SPECIAL ENGINEERING SERVICES (USACE COORDINATION)					
CONSTRUCTION MATERIAL TESTING (2.5%)					\$11,000.00
TOTAL PROJECT COSTS					\$664,020.00
INFLATION ADJUSTMENT (2.5% PER YEAR)					\$21,500.00
TOTAL IMPROVEMENTS					\$690,000.00
Notes:					
1. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Right-of-Way Acquisition Services are excluded from this estimate.					
3. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

## ENGINEER'S PRELIMINARY STATEMENT OF PROBABLE COST

## Royal Oaks Boulevard

Royal Oaks Boulevard from Live Oak Ln to End

**Project:** Royal Oaks Blvd  
**Client:** Town of Hickory Creek

**Prepared by:** LTW  
**Date:** 11/4/2021

Pavement Material: Concrete  
Pavement Width: 26 feet  
Sidewalk Width (total both sides): 0 feet  
Right-of-Way Width: 40 feet  
Roadway Length: 1000 feet  
Current Date: 2021 year  
Estimated Construction Date: 2023 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Mobilization (5% Maximum) (Excluding Section III)	LS	1	\$ 31,774.00	\$ 31,774.00
2	Road Preparation (5% Maximum)	LS	1	\$ 10,000.00	\$ 10,000.00
3	Barricades, Signs and Traffic Handling	MO	4	\$ 5,000.00	\$ 20,000.00
4	Construction Staking	STA	10	\$ 500.00	\$ 5,000.00
5	SWPPP	LS	1	\$ 5,000.00	\$ 5,000.00
6	Erosion Control	STA	10	\$ 1,000.00	\$ 10,000.00
7	Topsoil and Grass Sodding	SY	0	\$ 13.00	\$ -
8	Remove and Dispose of Asphalt Pavement	SY	2,890	\$ 10.00	\$ 28,900.00
9	Remove and Dispose of Concrete Pavement	SY	0	\$ 20.00	\$ -
10	Relocate Mailbox	EA	0	\$ 250.00	\$ -
11	Relocate Brick Mailbox/Column	EA	0	\$ 500.00	\$ -
12	Relocate/Replace Fence (Basic)	LF	0	\$ 30.00	\$ -
13	Relocate/Replace Fence (Decorative)	LF	0.0	\$ 60.00	\$ -
14	Remove Culvert/Storm Drain Pipe	LF	0.0	\$ 10.00	\$ -
15	Adjust Fire Hydrant Assemblies	EA	0.0	\$ 1,000.00	\$ -
16	Earthwork	CY	0	\$30.00	\$ -
17	Cement Treated Subgrade (6")	SY	2,890	\$5.00	\$ 14,450.00
18	Cement Slurry (40 lbs./SY)	TON	58	\$175.00	\$ 10,115.00
19	Concrete Pavement (7") (4,000 PSI)	SY	2,890	\$70.00	\$ 202,300.00
20	Driveway Approach	SY	0	\$65.00	\$ -
21	6" Concrete Curb	LF	300	\$15.00	\$ 4,500.00
22	Pavement Markings and Signage	STA	0	\$500.00	\$ -
23	Cross Culvert	LF	0	\$125.00	\$ -
24	Cross Culvert Headwall/SET	EA	0	\$2,000.00	\$ -
25	Reinforced Concrete Pipe (CL III) (18 IN -24 IN)	LF	0	\$100.00	\$ -
26	Reinforced Concrete Pipe (CL III) (36 IN - 48 IN)	LF	0	\$200.00	\$ -
27	Curb/Area Inlets	EA	0	\$5,000.00	\$ -
28	Safety End Treatments	EA	0	\$1,500.00	\$ -
Subtotal Section I					\$342,039.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section II - Sidewalks					
29	Sidewalk (5' Wide)	SY	0	\$ 50.00	\$0.00
30	Barrier-Free Ramps	EA	0	\$ 4,000.00	\$0.00
Subtotal Section II					\$0.00
Section III - Street Lighting					
Subtotal Section III					\$0.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS					\$342,000.00
CONTINGENCY (30%)					\$102,600.00
TOTAL CONSTRUCTION					\$444,600.00
BASIC ENGINEERING SERVICES (15%)					\$52,000.00
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHNICAL)					\$5,000.00
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS)					\$0.00
SPECIAL ENGINEERING SERVICES (USACE COORDINATION)					
CONSTRUCTION MATERIAL TESTING (2.5%)					\$9,000.00
TOTAL PROJECT COSTS					\$510,600.00
INFLATION ADJUSTMENT (2.5% PER YEAR)					\$17,300.00
TOTAL IMPROVEMENTS					\$530,000.00
Notes:					
1. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Right-of-Way Acquisition Services are excluded from this estimate.					
3. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					



## AGENDA INFORMATION SHEET

**MEETING DATE:** November 15, 2021

**AGENDA ITEM:** Consider and act on appointments to the Economic Development Corporation

**SUMMARY:** The board directors of a Type B Economic Development Corporation serve at the pleasure of the city council and may be appointed, reappointed, removed or replaced at any time without cause.

**Texas EDC Law:** The city council must appoint a board of seven directors — up to four of whom can be employees or officers of the city or city council members — to serve two-year terms.

**Hickory Creek EDC Bylaws:** Section 2.01 Number of Directors; Appointment; Powers“  
“At least three (3) directors cannot be Town employees, officers of members of the Town Council.”

**Places 1, 3, 5 and 7** will serve a two-year term expiring December 2023.

**Place 2** will serve a term expiring December 2022.

Place	Current Board Member	Requesting Reappointment	Appointment	Term Ends
1	<b>Nancy Koket</b>	<b>Yes</b>		12/23
2	Vacant			12/22
3	Tracee Elrod	No		12/23
5	<b>Sugene May</b>	<b>Yes</b>		12/23
7	Bruce Enriquez	No		12/23