



**NOTICE OF  
SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, OCTOBER 07, 2024, 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.** 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 Regulations; Article 10.04: Engineering Design Manual, Article IV: Authority and Jurisdiction; Section 8.

2. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby ratifying an agreement related to Drug Enforcement Administration HIDTA Dallas Task Force.
3. Consider and act on an appointment to the Code of Ethics Board.

### **Regular Agenda**

4. Consider and act on bids submitted for BID# 2024-02, 2024 Pavement Repairs & Phase 4 Sidewalk Extensions.
5. Consider and act on bids submitted for BID# 2024-03, Denton County Bond Streets - Phase 1.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an interlocal cooperative agreement between the Town of Hickory Creek and the City of Corinth concerning fire services.
7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Town Manager of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek and Halff Associates, Inc. concerning TxDOT FY Green Ribbon Project.
8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, establishing the 2024-2025 Hickory Creek Tree Giveaway Program.

### **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.

9. Discussion regarding Denton CAD Property ID# 62326.
10. Litigation regarding Sycamore Bend Road construction failure.

### **Reconvene into Open Session**

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

### **Future Agenda Items**

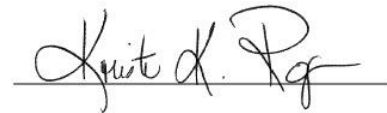
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

## **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 October 3, 2024 at 4:00 p.m.

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

Kristi Rogers, Town Secretary  
Town of Hickory Creek

**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2024-10-\_\_\_\_\_**

**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 REGULATIONS; ARTICLE 10.04: ENGINEERING DESIGN MANUAL, ARTICLE IV: SECTION 8; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS; 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 51.001, to adopt an ordinance or rule that is for the good government of the Town; and

**WHEREAS**, the Town of Hickory Creek, Texas is authorized to delegate authority for approval of certain plats to one or more officers or employees of the Town pursuant to Texas Local Government Code Section 212.0065; and

**WHEREAS**, the Town Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the Town to adopt the construction and related codes as set forth herein.

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

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

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

**SECTION 2**  
**FINDINGS**

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

**SECTION 3**  
**AMENDMENTS**

3.01 That the Code of Ordinances, Town of Hickory Creek, Texas, Chapter 10: Subdivision Regulations, Article 10.04: Engineering Design Manual, Article IV Authority and Jurisdiction, Section 8 is amended to read:

“SECTION 8 DELEGATION OF AUTHORITY: The Town delegates, to the fullest extent allowed by law, authority for approving, approving with conditions, or disapproving plats to the Town Administrator. The Town Administrator may, for any reason, elect to present the plat for consideration to the Planning and Zoning Commission and Town Council, in which case the post-application procedural requirements of the remainder of this Code shall apply.”

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**

That 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 prior adopted uniform codes on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Article and for that purpose shall remain in full force and effect.

#### **SECTION 5** **SEVERABILITY CLAUSE**

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

#### **SECTION 6** **SAVINGS CLAUSE**

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

#### **SECTION 7** **ENROSSMENT AND ENROLLMENT CLAUSE**

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

**SECTION 8**  
**EFFECTIVE DATE CLAUSE**

That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect immediately upon its passage.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 7<sup>th</sup> day of October, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2024-1007-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT RELATED TO 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 an agreement concerning the United States 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 referred to as the FY 25 Asset Forfeiture Sharing Agreement HIDTA Task Force Group 1 effectively dated September 30, 2024 and attached hereto as Exhibit A.

**Section 2:** The resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 7<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
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



**FY 2025 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:

- Dallas Police Department/One (1) officer assigned to the Task Force
- Richardson Police Department/One (1) officer assigned to the Task Force
- Dallas District Attorney Office/One (1) officer assigned to the Task Force
- Hickory Creek 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 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. Chávez  
Special Agent in Charge  
Dallas Field Division

Date: 09-30-2024

  
\_\_\_\_\_  
Chief of Police  
Carey Dunn  
Hickory Creek Police Department

Date: 08/27/2024



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** October 7, 2024

**AGENDA ITEM:** Consider and act on an appointment to the Code of Ethics Board.

**SUMMARY:** Councilmember Chris Gordon would like to appoint Michael Gividen.



September 30, 2024

Mr. John Smith  
Town Manager  
Town of Hickory Creek  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065

Re: Bid No. 2024-02: FY 2024 Pavement Repairs and Phase 4 Sidewalk Extension – Quick Set Concrete, Inc. References

Dear Mr. Smith:

Bids for the FY 2024 Pavement Repairs and Phase 4 Sidewalk Extension project were opened on Thursday, September 19, 2024, at the Town of Hickory Creek. Bids were received from Eight (8) different bidders and ranged from a high bid of \$1,404,186.00 to a low bid of \$887,543.35. Quick Set Concrete, Inc. (Quick Set) was the apparent low bidder. The Town of Hickory Creek (Town) asked Halff Associates, Inc. (Halff) to review the qualifications and references of the apparent low bidder. Halff personnel reached out to three (3) municipality references that had similar project scope, scale and contract price to the FY 2024 Pavement Repairs and Phase 4 Sidewalk Extension project and received a response back from the Town of Flower Mound about their projects performed by Quick Set, the quality of the construction services, working relationship and overall satisfaction. It should be noted that Quick Set had previously completed infrastructure construction projects for this Town, in addition to others, as well as for the Town of Hickory Creek, in the past.

Quick Set has previously completed an infrastructure project for the Town of Hickory Creek for the 2023 Phase 3 Sidewalk Extension Project, Bid No. 2023-01, in 2023. It had been noted by Town staff at the completion of that project that Quick Set did good work, completed the project on time and within budget, and worked well with residents and businesses. In 2023, Halff had contacted three references for Quick Set: Francisco De Villa, Project Manager at the City of Dallas, Corey Lawson, Construction Manager at the City of Colleyville, and Brennon Peltier, Park Development Manager at the Town of Flower Mound. It was noted then that all three references agreed that Quick Set works well with residents and business owners, assures that safety is the number one priority on site, and aims to finish the scope of work on or ahead of time.

Halff personnel reached out to Manny Palacios, the Assistant Director of Public Works at the Town of Flower Mound, to discuss Quick Set's involvement in the Town of Flower Mound's Annual Maintenance project. Mr. Palacios provided insights into the project's scope, which included closed and open drainage, pavement repair, sidewalk repair, and sod landscaping improvements. When asked about the overall approval of the work completed, Mr. Palacios stated they did a good job and that he did not have any



problems or conflicts with Quick Set. Mr. Palacios highlighted a minor issue with a pavement removal and replacement situation that Quick Set promptly addressed. He commended Quick Set for their responsiveness, effective communication, and ability to collaborate well with the city inspector. Mr. Palacios noted Quick Set's proficiency in handling smaller-scale projects, mentioning their successful completion of various projects for the Town of Flower Mound within the agreed deadlines.

Section 252.043 in the Local Government Code states if competitive sealed bids are received, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. After considering the purchase price, reputation of the bidders, and the quality of the bidders' services, Halff has determined that Quick Set Concrete, Inc. is the lowest responsible bidder.

Should you have any questions or comments regarding the statements recorded in this letter please feel free to call me at (817) 764-7446.

Sincerely,

**HALFF**

A handwritten signature in black ink, appearing to read "Kevin Gronwaldt".

Kevin Gronwaldt, PE, LGPP  
Public Works Team Leader

Town of Hickory Creek - FY 2024 Pavement Repairs and Phase 4 Sidewalk Extension  
 Bid No. 2024-02


Bid Opening: September 19, 2024

Town of Hickory Creek Town Manager: John Smith  
 Town of Hickory Creek Director of Public Works: Jeffrey McSpedden  
 Half Associates, Inc. Project Manager: Kevin Gronwaldt, PE

Low Bidder

**BID SUMMARY**

	Quick Set Concrete, Inc.	Ratliff Hardscape Ltd.	Cam-Crete Contracting, Inc.
BASE BID	\$699,581.39	\$900,489.00	\$891,141.50
ADDED ALTERNATE	\$187,961.96	\$218,480.00	\$256,590.00
TOTAL BID	\$887,543.35	\$1,118,969.00	\$1,147,731.50
Addenda	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
	2L Construction, LLC	CI Pavement	GROD Construction, LLC.
BASE BID	\$877,366.50	\$1,025,528.55	\$1,088,209.00
ADDED ALTERNATE	\$196,017.00	\$325,930.64	\$270,700.00
TOTAL BID	\$1,073,383.50	\$1,351,459.19	\$1,358,909.00
Addenda	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
	Capko Concrete Structures, LLC	HQS Construction, LLC	
BASE BID	\$1,091,714.50	\$1,120,424.00	
ADDED ALTERNATE	\$275,504.00	\$283,762.00	
TOTAL BID	\$1,367,218.50	\$1,404,186.00	
Addenda	Yes	Yes	
Bid Bond	Yes	Yes	

Bids Certified by:   
 Kevin J. Gronwaldt, PE

FY 2024 PAVEMENT REPAIRS AND PHASE 4 SIDEWALK IMPROVEMENTS																			
BID OPENING: 2:00 P.M., THURSDAY, SEPTEMBER 19, 2024			COMPANY		COMPANY		COMPANY		COMPANY		COMPANY		COMPANY		COMPANY		COMPANY		
			Quick Set Concrete, Inc. 3971 Summit Ridge Corinth, Texas 76210		Ratiff Hardscape Ltd. 1740 Midway Road Lewisville, Texas 75056		Cam-Create Contracting, Inc. P.O. Box: 3312 Cedar Hill, Texas 75706		ZL Construction, LLC P.O. Box 397 Rhame, Texas 76078		CI Pavement 101 Josephine Ln Grand Prairie, Texas 75050		GROD Construction, LLC. 889 E. Rock Island Avenue Boyd, Texas 76023		Capko Concrete Structures, LLC P.O. Box 426 Azle, Texas 76098		HQS Construction, LLC P.O. Box 250771 Plano, Texas 75025		
ITEM #	DESCRIPTION	U/M	QTY	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
<b>Base Bid - FY 2024 Pavement Repairs and Phase 4 Sidewalk Improvements - Project Specific and Paving</b>																			
1	Mobilization and General Site Preparation (5% max)	LS	1	34,300.00	34,300.00	53,820.00	53,820.00	44,000.00	44,000.00	-	-	40,000.00	40,000.00	75,000.00	75,000.00	50,000.00	50,000.00	66,500.00	66,500.00
2	Joint Stormwater Pollution Prevention Plan	LS	1	6,370.00	6,370.00	1,440.00	1,440.00	1,000.00	1,000.00	5,000.00	5,000.00	2,500.00	2,500.00	6,000.00	6,000.00	1,500.00	1,500.00	5,000.00	5,000.00
3	Project Sign	EA	2	3,920.00	7,840.00	1,440.00	2,880.00	650.00	1,300.00	1,000.00	2,000.00	1,000.00	2,000.00	700.00	1,400.00	600.00	1,200.00	1,250.00	2,500.00
4	Traffic Control (Barriers, Barricades and/or Detours)	MO	8	1,813.00	14,504.00	4,200.00	33,600.00	1,000.00	8,000.00	1,600.00	12,800.00	5,000.00	40,000.00	2,500.00	20,000.00	3,000.00	24,000.00	8,000.00	64,000.00
5	Erosion Control	LS	1	5,488.00	5,488.00	6,000.00	6,000.00	6,000.00	6,000.00	7,000.00	7,000.00	3,500.00	3,500.00	6,500.00	2,000.00	2,000.00	2,000.00	3,000.00	3,000.00
6	4-inch Thick Topsoil and Sodding	SY	612	18.62	11,395.44	15.00	9,180.00	20.00	12,240.00	17.00	10,404.00	43.00	26,316.00	21.00	12,852.00	30.00	18,360.00	20.00	12,240.00
7	Remove and Dispose of Concrete Pavement and Flatwork	SF	9,379	2.94	27,574.26	4.00	37,516.00	2.50	23,447.50	3.50	32,826.50	3.50	32,826.50	4.00	37,516.00	7.50	70,342.50	4.00	37,516.00
8	Remove and Dispose of Gravel Pavement	SF	617	1.96	1,209.32	4.00	2,468.00	5.00	3,085.00	3.00	1,851.00	3.50	2,159.50	1.00	617.00	2.00	1,234.00	4.00	2,468.00
9	Sawcut, Remove, and Replace Existing Concrete Curb & Gutter	LF	38	42.14	1,601.32	53.00	2,014.00	65.00	2,470.00	30.00	1,140.00	55.00	2,090.00	92.00	3,496.00	100.00	3,800.00	125.00	4,750.00
10	Sawcut, Remove, and Replace 7-inch Thick, 4,000 psi Portland Cement Concrete Pavement (Full-Depth)	SY	1,978	87.22	172,521.16	125.00	247,250.00	125.00	247,250.00	130.00	257,140.00	132.00	261,096.00	170.00	336,260.00	140.00	276,920.00	125.00	247,250.00
11	Sawcut, Remove, and Replace 8-inch Thick, 4,000 psi Portland Cement Concrete Pavement (Full-Depth)	SY	456	92.12	42,006.72	114.00	51,984.00	140.00	63,840.00	145.00	66,120.00	137.00	62,472.00	175.00	79,800.00	198.00	90,288.00	130.00	59,280.00
12	Sawcut, Remove, and Replace 4-inch Thick, 3,600 psi Portland Cement Concrete Sidewalk	SY	31	82.32	2,551.92	95.00	2,945.00	90.00	2,790.00	125.00	3,875.00	120.51	3,735.81	285.00	8,835.00	207.00	6,417.00	110.00	3,410.00
13	6-inch Thick, 4,000 PSI Reinforced Concrete Driveway Pavement	SF	617	8.77	5,411.09	8.00	4,936.00	12.00	7,404.00	10.00	6,170.00	14.00	8,638.00	20.00	12,340.00	18.00	11,106.00	10.00	6,170.00
14	Concrete Curb (Type II)	LF	1,127	11.76	13,253.52	36.00	40,572.00	15.00	16,905.00	10.00	11,270.00	48.00	54,096.00	15.00	16,905.00	10.00	11,270.00	20.00	22,540.00
15	Concrete Curb and Gutter (Type II)	LF	390	27.44	10,701.60	42.00	16,380.00	65.00	25,350.00	20.00	7,800.00	48.00	18,720.00	75.00	29,250.00	51.00	19,890.00	110.00	42,900.00
16	Integral Sidewalk Toe Wall (Height Equal to or Greater than 1 Foot)	SF	50	33.32	1,666.00	36.00	1,800.00	75.00	3,750.00	60.00	3,000.00	50.00	2,500.00	60.00	3,000.00	54.00	2,700.00	200.00	10,000.00
17	TxDOT PR-11 Pedestrian Rail	LF	50	269.50	13,475.00	276.00	13,800.00	225.00	11,250.00	280.00	14,000.00	250.00	12,500.00	370.00	18,500.00	168.00	8,400.00	300.00	15,000.00
18	Concrete Scupper	EA	2	2,450.00	4,900.00	1,284.00	2,568.00	1,200.00	2,400.00	5,000.00	10,000.00	500.00	1,000.00	6,100.00	12,200.00	4,800.00	9,600.00	6,000.00	12,000.00
19	Adjust Water Valve to Grade	EA	9	490.00	4,410.00	1,200.00	10,800.00	550.00	4,950.00	300.00	2,700.00	250.00	2,250.00	500.00	4,500.00	250.00	2,250.00	500.00	4,500.00
20	Adjust Sanitary Sewer Manhole to Grade	EA	1	1,470.00	1,470.00	1,560.00	1,560.00	750.00	750.00	500.00	500.00	350.00	350.00	2,000.00	2,000.00	1,000.00	1,000.00	500.00	500.00
21	Adjust Water Meter Box to Grade	EA	1	833.00	833.00	600.00	600.00	550.00	550.00	300.00	300.00	250.00	250.00	700.00	700.00	200.00	200.00	500.00	500.00
22	Adjust Pull Box to Grade	EA	1	980.00	980.00	1,320.00	1,320.00	550.00	550.00	600.00	600.00	350.00	350.00	1,300.00	1,300.00	200.00	200.00	500.00	500.00
23	Adjust Fire Hydrant to Grade	EA	1	2,450.00	2,450.00	4,200.00	4,200.00	2,000.00	2,000.00	1,200.00	1,200.00	3,000.00	3,000.00	2,000.00	2,000.00	1,000.00	1,000.00	1,500.00	1,500.00
24	Pavement Markings and Signage	LS	1	11,760.00	11,760.00	22,560.00	22,560.00	8,000.00	8,000.00	45,000.00	45,000.00	25,000.00	25,000.00	25,000.00	25,000.00	55,135.00	55,135.00	30,000.00	30,000.00
25	Landscape Adjustments Allowance	LS	1	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
26	Irrigation Repair Allowance	LS	1	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
27	Additional Sawcut, Remove, and Replace Existing Concrete Curb & Gutter	LF	50	42.14	2,107.00	52.80	2,240.00	65.00	2,640.00	30.00	1,500.00	50.00	2,500.00	92.00	4,600.00	100.00	5,000.00	125.00	6,250.00
28	Additional Sawcut, Remove, and Replace 7-inch Thick, 4,000 psi Portland Cement Concrete Pavement (Full-Depth)	SY	250	87.22	21,805.00	101.00	25,250.00	125.00	31,250.00	130.00	32,500.00	132.00	33,000.00	170.00	42,500.00	140.00	35,000.00	125.00	31,250.00
29	Additional Sawcut, Remove, and Replace 4-inch Thick, 3,600 psi Portland Cement Concrete Sidewalk	SY	50	82.32	4,116.00	93.00	4,116.00	90.00	4,116.00	125.00	6,250.00	120.51	6,025.50	285.00	14,250.00	207.00	10,350.00	110.00	5,500.00
30	Concrete Crack Repair	LF	500	11.76	5,880.00	18.00	9,000.00	12.00	6,000.00	4.00	2,000.00	9.00	4,500.00	7.00	3,500.00	3.00	1,500.00	10.00	5,000.00
31	Construction Contingency	LS	1	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
<b>Subtotal - Base Bid - FY 2024 Pavement Repairs and Phase 4 Sidewalk Improvements - Section I - Paving</b>					<b>486,580.35</b>		<b>667,733.00</b>		<b>598,281.50</b>		<b>598,946.50</b>		<b>707,375.31</b>		<b>834,821.00</b>		<b>774,662.50</b>		<b>756,024.00</b>
<b>Base Bid - FY 2024 Pavement Repairs and Phase 4 Sidewalk Improvements - Section II - Sidewalks</b>																			
1	4-inch Thick, 3,600 PSI Portland Cement Concrete Sidewalk	SY	1,124	75.46	84,817.04	59.00	66,316.00	90.00	101,160.00	80.00	89,920.00	120.51	135,453.24	87.00	97,788.00	123.00	138,252.00	100.00	112,400.00
2	4-inch Thick, 3,600 PSI Portland Cement Concrete Barrier Free Curb Ramp (Type 1)	EA	6	2,009.00	12,054.00	2,640.00	15,840.00	3,500.00	21,000.00	2,500.00	15,000.00	2,900.00	17,400.00	2,400.00	14,400.00	2,800.00	16,800.00	4,200.00	25,200.00
3	4-inch Thick, 3,600 PSI Portland Cement Concrete Barrier Free Curb Ramp (Type 2)	EA	29	2,107.00	61,103.00	2,640.00	76,560.00	3,300.00	95,700.00	3,000.00	87,000.00	3,200.00	92,800.00	2,800.00	81,200.00	3,000.00	87,000.00	4,200.00	121,800.00
4	4-inch Thick, 3,600 PSI Portland Cement Concrete Barrier Free Curb Ramp (Type 7)	EA	2	2,156.00	4,312.00	2,520.00	5,040.00	3,000.00	6,000.00	3,000.00	6,000.00	2,900.00	5,800.00	2,400.00	4,800.00	3,000.00	6,000.00	4,200.00	8,400.00
5	4-inch Thick, 3,600 PSI Portland Cement Concrete Barrier Free Curb Ramp (Type 10)	EA	23	2,205.00	50,715.00	3,000.00	69,000.00	3,000.00	69,000.00	3,500.00	80,500.00	2,900.00	66,700.00	2,400.00	55,200.00	3,000.00	69,000.00	4,200.00	96,600.00
<b>Subtotal - Base Bid - FY 2024 Pavement Repairs and Phase 4 Sidewalk Improvements - Section II - Sidewalks</b>					<b>213,001.04</b>		<b>232,756.00</b>		<b>292,860.00</b>		<b>278,420.00</b>		<b>318,153.24</b>		<b>253,388.00</b>		<b>317,052.00</b>		<b>364,400.00</b>
<b>Added Alternate - FY 2024 Pavement Repairs and Phase 4 Sidewalk Improvements - Section III - Hickory</b>																			
1	Remove and Dispose of Gravel Pavement	SF	1,158	1.96	2,269.68	4.00	4,632.00	5.00	5,790.00	3.00	3,474.00	3.00	3,474.00	1.00	1,158.00	2.00	2,316.00	4.00	4,632.00
2	6-inch Thick, 4,000 PSI Reinforced Concrete Driveway Pavement	SF	1,158	8.77	10,155.66	8.00	9,264.00	12.00	13,896.00	10.00	11,580.00	14.00	16,212.00	20.00	23,160.00	18.00	20,844.00	10.00	11,580.00
3	Concrete Curb (Type II)	LF	901	11.76	10,595.76	42.00	37,842.00	15.00	13,515.00	10.00	9,010.00	48.00	43,248.00	15.00	13,515.00	10.00	9,010.00	20.00	18,020.00
4	Tree Removal (Greater than 12")	EA	10	882.00	8,820.00	1,140.00	11,400.00	1,650.00	16,500.00	1,000.00	10,000.00	4,500.00	45,000.00	1,500.00	15,000.00	1,850.00	18,500.00	2,000.00	20,000.00
5	4-inch Thick, 3,600 PSI Portland Cement Concrete Sidewalk	SY	764	75.46	57,651.44	59.00	45,076.00	90.00	68,760.00	80.00	61,120.00	120.51	92,069.64	87.00	66,468.00	123.00	93,972.00	100.00	76,400.00
6	4-inch Thick Topsoil and Sodding	SY	539	18.62	10,036.18	15.00	8,085.00	20.00	10,780.00	17.00	9,163.00	43.00	23,177.00	21.00	11,319.00	30.00	16,170.00	20.00	10,780.00



October 2, 2024

Mr. John Smith  
Town Manager  
Town of Hickory Creek  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065

Re: Bid No. 2024-03: Denton County Bond Streets - Phase 1 – McMahon Contracting, LP References

Dear Mr. Smith:

Bids for the Denton County Bond Streets – Phase 1 Project were opened on Thursday, September 26, 2024, at the Town of Hickory Creek. Bids were received from six (6) different bidders and ranged from a high bid of \$9,805,614.40 to a low bid of \$6,938,632.22. McMahon Contracting, LP (McMahon) was the apparent low bidder. The Town of Hickory Creek (Town) asked Halff Associates, Inc. (Halff) to review the qualifications and references of the apparent low bidder. Halff personnel reached out to four (4) municipality references that had similar project scope, scale and contract price to the above referenced project and received responses back from the City of Euless, City of Grand Prairie, City of Rockwall and City of Irving about their projects performed by McMahon, the quality of the construction services, working relationship and overall satisfaction. It should be noted that McMahon had previously completed infrastructure construction projects for each of these cities, in addition to others, as well as for the Town of Hickory Creek in the past.

McMahon has previously completed an infrastructure project for the Town of Hickory Creek in 2023 for the Sycamore Bend Road Project. It has been noted by Town staff at the completion of the project that McMahon did good work, completed the project ahead of schedule and below budget, and worked well with residents and businesses. In 2022, Halff had contacted three references for McMahon: Hal Cranor, Director of Public Works at the City of Euless, Tim Bennett, Senior Engineer at the City of Plano, and Kenneth Lee, Bonds Project Manager at the City of Murphy. It was noted then that all three references agreed that McMahon works well with residents and business owners, performs work satisfactory to the expectations of municipal staff and inspectors, assures that safety is the number one priority on site, and always aims to finish the scope of work on or ahead of time.

Halff personnel reached out to Alan Knapp, Construction Inspector at the City of Euless, to discuss McMahon's involvement in the City of Euless' reconstruction projects of four major collector streets. Mr. Knapp provided insights into the scopes of the projects, which included paving and drainage improvements. Mr. Knapp stated they did a good job and that he did not have any problems or conflicts with McMahon. Mr. Knapp also stated that no work had to be removed or replaced for not meeting project specifications. There were also no safety concerns from the City of Euless about McMahon. It was noted





that there were a various warranty issues during post-construction, but McMahon acted immediately to resolve these minor issues. He commended McMahon for their responsiveness, effective communication and ability to collaborate well with the City inspector. Mr. Knapp noted McMahon's proficiency in handling the reconstruction projects and would welcome them back for another project.

Halff personnel also spoke with Jesus Castaneda, who works at the City of Grand Prairie as the Senior Construction Inspector. Mr. Castaneda noted that McMahon is actively working on improvement projects throughout the City of Grand Prairie and they are doing a great job. Mr. Castaneda also went on to say that they do recommend McMahon Contracting as they are reliable and passionate to provide the best product and service. McMahon, according to Mr. Castaneda, is "dependable regarding detail, pricing and honoring warranties if any issues do arise."

Halff also contacted James Rice, Construction Inspector at the City of Rockwall. Mr. Rice stated that McMahon was involved in a reconstruction project for Highland Drive with a project scope of drainage, utility and pavement improvements. Mr. Rice noted that the contractor for this project was, "mediocre". Utility installation went smoothly but the concrete work was not satisfactory in Mr. Rice's opinion. Mr. Rice pointed out that there was a section of paving removed and replaced on Alta Vista Drive because of a lack of communication between the contractor's superintendent and their employees. The project was completed on time and McMahon worked with residents and City staff to complete the all work as scoped. Mr. Rice noted that safety was not a concern on this project and the contractor had a proper traffic control plan. He added that McMahon understood the plans and specifications that the City of Rockwall had. It was noted by Mr. Rice that McMahon quickly answered the minimal warranty issues the City of Rockwall had. Mr. Rice stated that "out of 1 and 10, [he] would rank the project as a 5." Mr. Rice also went on to say that another project was just finished with McMahon in the City and the same utility crew was used that did the work on Highland Drive, but a different superintendent and concrete crew were used. Mr. Rice stated that the results were better for this other project and McMahon acted professionally, proficiently and went above and beyond.

Finally, Halff contacted another reference provided by McMahon, Keith Ghanma, Senior Civil Engineer at the City of Irving, about projects in Esters Road and Valley Ranch Parkway West. Mr. Ghanma provided the scopes of the projects which included mostly drainage and paving improvements, along with utility improvements for Esters Road. It was noted by Mr. Ghanma that McMahon was very understanding of the scope of the work and cooperative in meeting with the City weekly to provide status updates. He noted that the work that McMahon did was well done and the paving improvements had no defects. Mr. Ghanma also stated that McMahon has not requested any change orders and there are no safety concerns about the way they work. Mr. Ghanma commented, however, that McMahon was not able to meet the deadlines sufficiently and the project was not completed on time. McMahon is currently still working with the City of Irving as they are still in the performance bond period. Mr. Ghanma stated that the City of Irving would still work with McMahon as they are currently performing two (2) other projects for the City presently.

Section 252.043 in the Local Government Code states if competitive sealed bids are received, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. After considering the purchase price, reputation of the



bidders, and the quality of the bidders' services, Halff has determined that McMahon Contracting, LP is the lowest responsible bidder.

Should you have any questions or comments regarding the statements recorded in this letter please feel free to call me at (817) 764-7446.

Sincerely,

**HALFF**

A handwritten signature in black ink, appearing to read "Kevin Gronwaldt".

Kevin Gronwaldt, PE, LGPP  
Public Works Team Leader


Bid Opening: September 26, 2024

Town of Hickory Creek Town Manager: John Smith  
 Town of Hickory Creek Director of Public Works: Jeffrey McSpedden  
 Half Associates, Inc. Project Manager: Kevin Gronwaldt, PE

Low Bidder

**BID SUMMARY**

	McMahon Contracting L.P.	GROD Construction, LLC.	DDM Construction Corp.
<b>TOTAL BID</b>	<b>\$6,938,632.22</b>	<b>\$7,490,863.70</b>	<b>\$8,273,876.50</b>
Addenda #1	Yes	Yes	Yes
Addenda #2	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
	Tiseo Paving Company	XIT Paving & Construction, INC.	JR West Texas Concrete
<b>TOTAL BID</b>	<b>\$8,286,068.15</b>	<b>\$8,525,693.00</b>	<b>\$9,805,614.40</b>
Addenda #1	Yes	Yes	Yes
Addenda #2	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes

Bids Certified by:   
 Kevin J. Gronwaldt, PE

Denton County Bond Streets - Phase 1 - HOOK STREET, GARTH LANE, & HARBOR LANE				COMPANY		COMPANY		COMPANY		COMPANY		COMPANY		COMPANY	
BID OPENING: 2:00 P.M., THURSDAY, SEPTEMBER 26, 2024				McMahon Contracting L.P. 3019 Roy Or Blvd. Grand Prairie, Texas 75050		GROD Construction, LLC. 889 E. Rock Island Avenue Boys, Texas 76023		DDM Construction Corp. 306 W. Overly Drive Lake Dallas, Texas 75065		Tiseo Paving Company P.O. Box 270040 Dallas, Texas 75227		XIT Paving & Construction, INC. 3934 S. Hwy. 287 Waxahachie, Texas 75165		JR West Texas Concrete P.O. Box 230 Rice, Texas 75155	
ITEM #	DESCRIPTION	U/M	QTY	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
Base Bid - Denton County Bond Streets - Phase 1 - Hook Street and Garth Lane - Section IA - Paving and Drainage															
1	Mobilization and General Site Preparation (5% max)	LS	1	234,400.00	234,400.00	280,000.00	280,000.00	310,000.00	310,000.00	150,000.00	150,000.00	210,000.00	210,000.00	347,000.00	347,000.00
2	Joint Stormwater Pollution Prevention Plan	LS	1	3,248.00	3,248.00	6,500.00	6,500.00	10,000.00	10,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
3	Project Sign	EA	3	482.88	1,448.64	650.00	1,950.00	1,000.00	3,000.00	650.00	1,950.00	553.00	1,659.00	2,000.00	6,000.00
4	Traffic Control (Barriers, Barricades and/or Detours)	MO	1	146,724.71	146,724.71	225,000.00	225,000.00	350,000.00	350,000.00	600,000.00	600,000.00	340,000.00	340,000.00	800,000.00	800,000.00
5	Construction Staking	STA	50	812.00	40,600.00	1,200.00	60,000.00	2,100.00	105,000.00	1,750.00	87,500.00	1,000.00	50,000.00	1,000.00	50,000.00
6	Erosion Control	LS	1	32,596.00	32,596.00	20,000.00	20,000.00	10,000.00	10,000.00	13,250.00	13,250.00	10,000.00	10,000.00	30,000.00	30,000.00
7	4-inch Thick Topsoil and Sodding	SY	9,225	9.86	90,958.50	13.50	124,537.50	17.00	156,825.00	14.85	136,991.25	14.00	129,150.00	25.00	230,625.00
8	Hydromulch Seeding	SY	339	6.15	2,084.85	6.00	2,034.00	7.00	2,373.00	10.75	3,644.25	3.00	1,017.00	6.00	2,034.00
9	Hydromulch Seeding with Turf Reinforcement Mat	SY	1,208	7.08	8,552.64	6.00	7,248.00	3.50	4,228.00	88.00	106,304.00	12.00	14,496.00	12.00	14,496.00
10	Remove and Dispose of Concrete Pavement and Flatwork	SF	11,843	1.09	12,908.87	3.50	41,450.50	2.00	23,686.00	2.25	26,646.75	3.00	35,529.00	2.90	34,344.70
11	Remove and Dispose of Asphalt Pavement	SF	95,610	0.81	77,444.10	0.87	83,180.70	1.00	95,610.00	1.15	109,951.50	1.00	95,610.00	2.25	215,122.50
12	Remove and Dispose of Gravel Pavement	SF	2,802	0.72	2,017.44	1.00	2,802.00	2.00	5,604.00	0.65	1,821.30	1.00	2,802.00	2.00	5,604.00
13	Remove and Dispose of Existing Headwall and Wingwall	EA	9	657.20	5,914.80	1,200.00	10,800.00	1,100.00	9,900.00	2,310.00	20,790.00	2,956.00	26,604.00	1,800.00	16,200.00
14	Remove and Dispose of Existing Storm Drain Pipe (various sizes)	LF	954	79.22	75,575.88	31.00	29,574.00	35.00	33,390.00	15.40	14,691.60	42.00	40,068.00	13.00	12,402.00
15	Remove and Relocate Existing Mailbox (various types)	EA	22	617.04	13,574.88	1,200.00	26,400.00	1,500.00	33,000.00	750.00	16,500.00	1,101.00	24,222.00	1,500.00	33,000.00
16	Remove and Reinstall Existing Fence (various types)	LF	1,466	16.53	24,232.98	35.00	51,310.00	31.00	45,446.00	30.70	46,912.00	32.00	46,912.00	25.00	36,650.00
17	Tree Removal (Greater than 12")	EA	115	1,421.00	163,415.00	900.00	103,500.00	1,500.00	172,500.00	1,307.60	150,374.00	1,294.00	148,810.00	1,500.00	172,500.00
18	Tree Root Barrier	LF	500	65.48	32,740.00	40.00	20,000.00	45.00	22,500.00	27.50	13,750.00	55.00	27,500.00	50.00	25,000.00
19	Unclassified Excavation	CY	3,705	48.54	179,840.70	30.00	111,150.00	45.00	166,725.00	68.05	252,125.25	30.00	111,150.00	40.00	148,200.00
20	Embankment (TxDOT Type D)	CY	2,130	16.78	35,741.40	50.00	106,500.00	32.00	68,160.00	14.50	30,885.00	49.00	104,370.00	45.00	95,850.00
21	6-inch Cement Treated Subgrade	SY	14,617	7.90	115,474.30	13.00	190,021.00	7.00	102,319.00	4.30	62,853.10	6.00	87,702.00	9.50	138,861.50
22	Cement Slurry (20 LBS/SY)	TON	146	423.40	61,816.40	400.00	58,400.00	500.00	73,000.00	452.00	65,992.00	360.00	52,560.00	500.00	73,000.00
23	7-inch Thick, 4,000 PSI Reinforced Concrete Pavement	SY	13,513	78.73	1,063,878.49	90.00	1,216,170.00	88.00	1,189,144.00	90.65	1,224,953.45	88.00	1,189,144.00	123.00	1,662,099.00
24	2-inch Asphalt Type "D" HMAC	SY	51	122.96	6,270.96	95.00	9,845.00	60.00	3,600.00	45.00	2,295.00	77.00	3,927.00	500.00	25,500.00
25	4-inch Asphalt Type "B" HMAC	SY	51	122.96	6,270.96	120.00	6,120.00	75.00	3,825.00	89.00	4,539.00	98.00	4,998.00	900.00	45,900.00
26	6-inch Thick, 3,600 PSI Reinforced Concrete Driveway Pavement	SY	1,257	81.35	102,256.95	117.00	147,069.00	120.00	150,840.00	69.30	87,110.10	97.00	121,929.00	120.00	150,840.00
27	Modular Speed Slot	EA	1	3,190.00	3,190.00	2,000.00	2,000.00	3,000.00	3,000.00	2,200.00	2,200.00	3,041.00	3,041.00	3,000.00	3,000.00
28	Integral Curb with Sawtooth	LF	35	18.27	639.45	20.00	700.00	10.00	350.00	40.00	1,400.00	116.00	4,060.00	40.00	1,400.00
29	TxDOT PR-11 Pedestrian Rail	LF	47	192.91	9,066.77	300.00	14,100.00	260.00	12,220.00	621.50	29,210.50	168.00	7,896.00	250.00	11,750.00
30	Trench Safety for Storm Drain Lines	LF	2,709	3.16	8,560.44	7.00	18,963.00	3.00	8,127.00	1.10	2,979.90	4.00	10,836.00	10.00	27,090.00
31	7"x2' Reinforced Concrete Box Culvert	LF	37	702.48	25,991.76	762.00	28,194.00	800.00	29,600.00	891.00	32,967.00	1,095.00	40,515.00	498.00	18,426.00
32	2 - 7"x2' Reinforced Concrete Box Culvert	LF	293	1,186.16	347,544.88	1,350.00	395,550.00	1,600.00	468,800.00	2,285.80	669,739.40	1,722.00	504,546.00	1,030.00	301,790.00
33	7"x3' Reinforced Concrete Box Culvert	LF	606	736.99	446,615.94	677.00	410,262.00	930.00	563,580.00	971.30	588,607.80	1,036.00	627,816.00	1,080.00	654,480.00
34	5"x3' Reinforced Concrete Box Culvert	LF	140	595.87	83,421.80	560.00	78,400.00	650.00	91,000.00	632.50	88,550.00	854.00	119,560.00	870.00	121,800.00
35	4"x3' Reinforced Concrete Box Culvert	LF	386	559.45	215,947.70	490.00	189,140.00	540.00	208,440.00	512.60	197,863.60	771.00	297,606.00	700.00	270,200.00
36	4"x2' Reinforced Concrete Box	LF	408	530.05	216,260.40	460.00	187,680.00	520.00	212,160.00	470.80	192,086.40	618.00	252,144.00	650.00	265,200.00
37	18-inch Class III Reinforced Concrete Pipe	LF	47	138.07	6,489.29	283.00	13,301.00	160.00	7,520.00	160.60	7,548.20	251.00	11,797.00	63.00	2,961.00
38	18-inch Class IV Reinforced Concrete Pipe	LF	367	133.90	49,141.30	290.00	106,430.00	210.00	77,070.00	162.80	59,747.60	265.00	97,255.00	65.00	23,855.00
39	24-inch Class III Reinforced Concrete Pipe	LF	183	175.09	32,041.47	252.00	46,116.00	180.00	32,940.00	190.30	34,824.90	266.00	48,678.00	76.00	13,908.00
40	24-inch Class IV Reinforced Concrete Pipe	LF	71	179.81	12,766.51	265.00	18,815.00	260.00	18,460.00	203.50	14,448.50	349.00	24,779.00	90.00	6,390.00
41	30-inch Class IV Reinforced Concrete Pipe	LF	93	209.81	19,512.33	328.00	30,504.00	270.00	25,110.00	229.90	21,380.70	332.00	30,876.00	140.00	13,020.00
42	(2)-14"x23" Class IV Reinforced Elliptical Pipe Culvert	LF	78	351.72	27,434.16	630.00	49,140.00	600.00	46,800.00	555.50	43,329.00	587.00	45,786.00	163.00	12,714.00
43	12-inch Thick Grouted Rock Riprap	CY	88	463.40	40,779.20	500.00	44,000.00	380.00	33,440.00	151.80	13,358.40	339.00	29,832.00	350.00	30,800.00
44	24-inch Thick Grouted Rock Riprap	CY	263	463.40	121,874.20	310.00	81,530.00	490.00	128,870.00	220.00	57,860.00	612.00	160,956.00	290.00	76,270.00
45	3-18-inch TxDOT PSET-SC (4:1)	EA	2	8,299.80	16,599.60	6,000.00	12,000.00	5,000.00	10,000.00	8,580.00	17,160.00	9,528.00	19,056.00	3,100.00	6,200.00
46	18-inch TxDOT PSET-SP (6:1)	EA	2	1,941.59	3,883.18	6,500.00	13,000.00	4,600.00	9,200.00	8,580.00	17,160.00	3,579.00	7,158.00	1,315.00	2,630.00
47	Modified CIP Sloped Headwall (6:1)	EA	6	6,252.40	37,514.40	2,250.00	13,500.00	10,000.00	60,000.00	6,160.00	36,960.00	7,158.00	42,948.00	1,850.00	11,100.00
48	(3)-7'x2' TxDOT B-FW-0 Headwall (4:1)	EA	1	21,877.60	21,877.60	40,000.00	40,000.00	33,000.00	33,000.00	24,750.00	24,750.00	28,432.00	28,432.00	18,700.00	18,700.00
49	TxDOT Parallel WingWall for 7'x2' RCB (PW-1)	EA	1	19,609.80	19,609.80	30,000.00	30,000.00	25,000.00	25,000.00	22,000.00	22,000.00	25,633.00	25,633.00	9,500.00	9,500.00
50	4'x2' TxDOT SW-0 Headwall (4:1)	EA	1	10,086.20	10,086.20	6,000.00	6,000.00	12,000.00	12,000.00	10,780.00	10,780.00	11,732.00	11,732.00	8,000.00	8,000.00
51	18"x4' Special Structural Storm Drain Junction Box	EA	1	16,019.60	16,019.60	53,500.00	53,500.00	32,000.00	32,000.00	17,820.00	17,820.00	19,771.00	19,771.00	37,600.00	37,600.00
52	10"x4' Special Structural Storm Drain Junction Box	EA	1	11,078.00	11,078.00	24,500.00	24,500.00	24,000.00	24,000.00	11,880.00	11,880.00	13,672.00	13,672.00	32,800.00	32,800.00
53	7' Type "B" Storm Drain Junction Box	EA	1	13,258.80	13,258.80	17,000.00	17,000.00	16,000.00	16,000.00	14,520.00	14,520.00	16,364.00	16,364.00	36,700.00	36,700.00
54	6' Type "B" Storm Drain Junction Box	EA	2	10,045.60	20,091.20	13,500.00	27,000.00	14,000.00	28,000.00	10,670.00	21,340.00	12,398.00	24,796.00	23,600.00	47,200.00
55	10' Standard Curb Inlet	EA	8	7,661.80	61,294.40	10,500.00	84,000.00	11,000	88,000.00	9240	73,920.00	10888	87,104.00	10500	84,000.00
56	10' Modified Type II Curb Inlet	EA	3	13,856.20	41,568.60	11,600.00	34,800.00								



**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2024-1007-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND THE CITY OF CORINTH CONCERNING FIRE SERVICES.**

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

**WHEREAS**, the Town Council has been presented with a proposed Interlocal Cooperative Agreement Between the Town of Hickory Creek and the City of Corinth (hereinafter the "Agreement") for the purpose of providing for fire services, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

Section 1: The Mayor of The Town of Hickory Creek, Texas is authorized to execute the Agreement.

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 7<sup>th</sup> day of October, 2024.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF CORINTH, TEXAS AND TOWN OF HICKORY CREEK, TEXAS  
FOR FIRE SERVICES**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Corinth, Texas (hereinafter “Corinth”) and the Town of Hickory Creek, Texas (hereinafter “Hickory Creek”), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

**WHEREAS**, Hickory Creek desires to enter into a contract with Corinth for the furnishing of fire protection, fire suppression, firefighting and rescue services, emergency medical services, fire prevention services and emergency management services as set forth in **Exhibit "A"** attached hereto and incorporated herein, (the “Fire Services” as further described herein), within Hickory Creek for a period commencing on October 01, 2026, and ending at midnight on September 30, 2031;

**NOW, THEREFORE**, the parties agree as follows:

1. **TERM:** For the period beginning October 1, 2026 and expiring at midnight, September 30, 2031, (the “Term”), Corinth shall furnish fire protection, emergency medical and fire prevention services, fire prevention services and emergency management services [all such services set forth in Exhibit “A” hereto and hereinafter referred to as "Fire Services"], utilizing firefighters employed by Corinth and firefighting apparatus and equipment owned by Corinth, all as the Fire Chief of Lake Cities Fire Department may determine in his sole discretion, to Hickory Creek within the corporate limits of Hickory Creek.
2. **RENEWAL:** Corinth shall provide Hickory Creek with estimated cost projections not later than January 30, 2029 to enable the parties to reach an agreement on rates for Fire Services for the renewal term. Not later than Oct 1, 2029, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. A renewal Agreement shall be approved by both parties not later than July 1, 2030.

3. **COMPENSATION:**

**A. Payments.**

1. Option #1: Hickory Creek agrees to make Annual Payments to Corinth pursuant to this Section. The following amounts shall be due to Corinth for each year of this Agreement (hereinafter “Annual Payment”):

October 1, 2026 to September 30, 2027.....	\$1,078,234
October 1, 2027 to September 30, 2028.....	\$1,095,210
October 1, 2028 to September 30, 2029.....	\$1,105,033
October 1, 2029 to September 30, 2030.....	\$1,113,261
October 1, 2030 to September 30, 2031.....	\$1,111,972



2. Option #2: Hickory Creek agrees to make Annual Payments to Corinth pursuant to this Section. The Annual Payment for Fire Services will be a five-year fixed payment of \$1,100,742.

3. Annual Adjustments: Corinth shall make the following adjustments to the Hickory Creek Payments on an annual basis beginning October 1, 2026:

Emergency notification system – Annual adjustments to the base fire service agreements are to be made for the maintenance of lake cities wide emergency notification system. The system will provide alerts for emergency events, inclement winter weather closures, or Tornado Warnings. The annual maintenance for the emergency notification system for the Town of Hickory Creek will be in the amount not to exceed \$2,050.

In compliance with the Interlocal Cooperation Act, all payments to be made under this Agreement shall be made from current revenues legally available to the paying party. The parties understand and agree that the payments made hereunder are compensation to Corinth for providing Fire Services and that title to any and all vehicles and equipment leased, purchased, owned or controlled by Corinth utilizing funds paid to Corinth under this Agreement shall vest solely in Corinth, and Hickory Creek shall have no legal or equitable interest in assets purchased, leased, owned or controlled by Corinth.

4. Payments Quarterly or Monthly. Hickory Creek shall make Annual Payment Quarterly as specified in Section A above; provided however that in the discretion of Hickory Creek, Hickory Creek may elect to pay such sums to Corinth in equal payments made on either a monthly or quarterly basis. All payments shall be due no later than the fifteen (15th) day of each applicable month or quarter preceding the month of delivery of Fire Services under this Agreement.

**C. Default for Non-Payment.** Should Hickory Creek fail to timely make its Annual Payment, as required by Section 3(A) hereof, then Hickory Creek shall be in default under this Agreement and interest shall accrue and become payable to Corinth in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). In such event, Corinth may suspend services until completion of the mediation process described in **Section 10**.

**4. PROVISION OF SERVICE/EQUIPMENT:** Corinth shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service within **Hickory Creek**.

Corinth shall provide advance notification of any major purchases for the Fire Department. Decisions regarding equipment necessary to provide Fire Services shall be made by Corinth in its sole discretion.

5. **AUTHORITY OF FIRE CHIEF:** The Fire Chief or other officers designated by the Fire Chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the firefighting, rescue, fire prevention activities and emergency operations.
6. **APPLICABLE FIRE CODE:** All Fire Services provided pursuant to this Agreement shall be in accordance with the current International Fire Code, together with such amendments and subsequent editions as may be adopted by Hickory Creek from time to time and the Standard Operating Procedures established by Corinth for the Lake Cities Fire Department. Hickory Creek agrees that citations and criminal charges for Class C Misdemeanors issued by the Fire Chief for violations and offenses occurring within the territorial limits of Hickory Creek shall be filed and prosecuted in the Municipal Court for Hickory Creek.
7. **LIABILITY OF PARTIES:**
  - A. **To the extent provided by law, all expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any other expenses connected with the Fire Services to be performed by Corinth under this Agreement shall be at Corinth's expense, provided that each party shall be responsible for claims, demands, losses, damages and liabilities associated with the negligence of that party except Hickory Creek shall be responsible for any civil liability [including, but not limited to, attorney's fees in defending Corinth] that does not arise from Corinth's negligence and for which Hickory Creek would have otherwise been responsible if Hickory Creek were furnishing their own Fire Services in the absence of this Agreement (e.g. Hickory Creek issues a building permit for a structure designed in violation of the Fire Code and Corinth is sued for damages arising from a fire because of an error of the Hickory Creek Building Official).**
  - B. If all or part of any civil liability (judgment or settlement) of Hickory Creek above is paid by a risk pool or insurance company with which Corinth has contracted for coverage, such risk pool or insurance company shall not be entitled to subrogation against Hickory Creek.
  - C. This Section 7 is drafted in accordance with Section 791.006 (a-1), TEX. GOV'T. CODE, as the foregoing assignment of liability is intended to be different than the liability otherwise assigned under subsection (a) of Section 791.006, TEX. GOV'T CODE.
8. **NO WAIVER OF IMMUNITY:** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or Hickory Creek which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense,

privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers or employees, as to any claim or cause of action brought by any person or entity. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto.

**9. INTERLOCAL COOPERATION ACT:** This Agreement is made and entered into pursuant to the Texas Interlocal Cooperation Act.

**10. REMEDIES FOR DEFAULT:**

- A.** Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide thirty (30) days' written notice to remedy the default (the "Cure Period"), after which notice such party shall promptly cure the default within such Cure Period. Should the defaulting party fail to cure the default within the thirty-day Cure Period following notice, and after mediation as provided in Subsection B of this Section has been utilized in good faith, the parties fail to agree to continue this Agreement, the non-defaulting party may 1) terminate this Agreement or 2) reduce its monthly or quarterly payments, as applicable, in an amount commensurate with the cost of providing the service(s) that gave rise to the default as agreed upon by both parties.
- B.** The parties agree that should any notice of default be given for any default (other than a default for nonpayment) and it is not cured to the satisfaction of the non-defaulting party within the Cure Period, the parties agree to submit to nonbinding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. Payments shall continue to be made until the mediation process is completed.
- C.** The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.
- D.** All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence to the extent allowed by law.

11. **AMENDMENT/TERMINATION:** This Agreement may only be amended or terminated by mutual written consent of the parties through resolutions approved by the respective councils for Corinth and Hickory Creek.

12. **NOTICES:** All notices required or permitted by this Agreement shall be made to the following individuals and addresses:

City of Corinth  
% City Manager  
3300 Corinth Parkway  
Corinth, TX 76208

Town of Hickory Creek  
% Town Manager  
1075 Ronald Reagan Ave,  
Hickory Creek, TX 75065

13. **SEVERABILITY:** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14. **VALIDITY AND ENFORCEABILITY:** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

15. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between Corinth and Hickory Creek as to the subject matter hereof and merges all prior discussions between them.

**IN WITNESS** whereof, the parties have executed same on the date set forth above by their respective officers, each of whom represents and attests that he/she has requisite to execute this Agreement on behalf of the appropriate party.

CITY OF CORINTH

TOWN OF HICKORY CREEK

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
MAYOR

ATTEST:

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
TOWN SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
TOWN ATTORNEY

## EXHIBIT "A" - FIRE SERVICES

1. *"Fire Services"* under and as used in the Agreement shall mean all of the following:

Fire protection, including firefighting, fire suppression and fire rescue services; emergency medical services including ambulance and paramedic services; fire prevention services, including, but not limited to, to building inspections (pertaining to compliance with fire codes), public education and assistance services, and arson investigations by a licensed arson investigator; emergency management services to include but are not limited to disaster response, Emergency Operations Center Coordination, Outdoor Warning Siren Maintenance, and coordination with other emergency management coordinators, personnel and agencies.

2. *Service Levels, Benchmarks.* Corinth shall provide Fire Services at a minimum level comparable to that which is currently provided so long as the entity leasing Fire House No. 1 to the City of Corinth is not in default under such lease and/or such fire station is fit for human habitation and safe for housing of fire apparatus and equipment. Neither Corinth's nor Hickory Creek shall at any time take any action that will have a negative impact on the rendering of Fire Services or to the ISO rating for the Lake Cities (Corinth, Lake Dallas, Shady Shores and Hickory Creek); and likewise, none of the Lake Cities (by reason of similar Interlocal agreements) shall at any time take any action that will have a negative impact on the rendering of Fire Services or on such ISO rating.

3. *Personnel, Equipment, Emergency Calls.* Corinth shall on each day, except when firefighters are involved in training or other scheduled functions, maintain a minimum staffing level of 9 firefighters and 1 captain per shift and at least 1 paramedic on each ambulance. Two fire apparatus and 2 ambulances shall be operational each day for Fire Services purposes except when such vehicles are being used for training or other scheduled functions, including without limitation repair and maintenance. All firefighters shall be certified as such by the Texas Commission on Fire Protection. An expansion or increase in Lake Cities Fire Department, including the addition of facilities, equipment, vehicles, or personnel, shall not affect service levels.

4. *Mutual Aid.* In the provision of Fire Services, Corinth shall enter into such mutual aid agreements with adjacent and nearby firefighting, suppression, EMS and rescue service providers as Corinth may deem necessary and appropriate, in its sole discretion as approved by its governing body.

5. *Reporting.* Corinth shall furnish to Hickory Creek, written reports indicating the number and nature of calls for service, response times, inspections, and other information deemed pertinent to show service levels and data for other Fire Services activities. Upon written request by Hickory Creek, Corinth shall make available within a reasonable time such information.

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2024-1007-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE TOWN MANAGER OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND HALFF ASSOCIATES, INC., AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a Preliminary Services Confirmation for TxDOT FY25 Green Ribbon Project (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Town Manager 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 Town Manager 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 7<sup>th</sup> day of October, 2024.

---

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

ATTEST:

APPROVED AS TO FORM:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

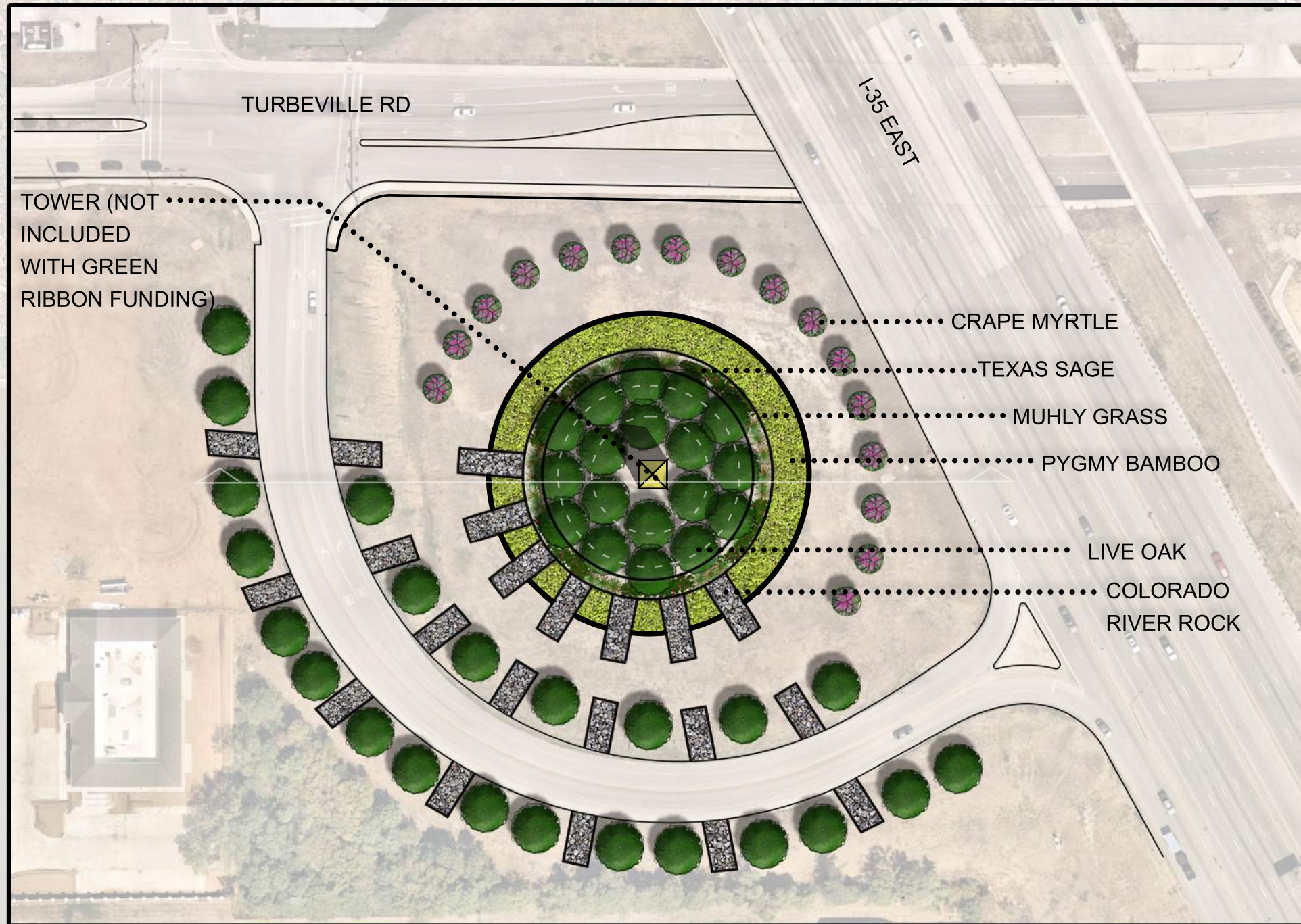
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Dorwin L. Sargent, III, Town Attorney  
Town of Hickory Creek, Texas









## HICKORY CREEK I35 ENTRANCE PLANT PALETTE



**LIVE OAK**  
(*Quercus virginiana*)



**CRAPE MYRTLE**  
(*Lagerstroemia spp.*)



**MUHLY GRASS**  
(*Muhlenbergia lindheimeri*)



**TEXAS SAGE**  
(*Leucophyllum frutescens*)



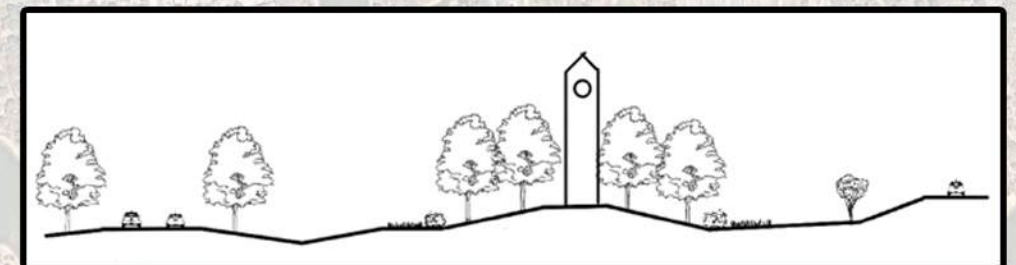
**PYGYM BAMBOO**  
(*Pleiblastus pygmaeus*)



**COLORADO RIVER ROCK**

### CONCEPT STATEMENT

This radial design displays a mounded tree grove, surrounded by an alternating shrub edge. Following that is a layer of low growing groundcover accompanied by a repetitious pattern of river rock highlighting the jug handle to create a sense of place as you enter and exit into the town of Hickory Creek. Additionally, a central feature such as a clock tower can be implemented, but will not be included in Green Ribbon Funding.





**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2024-1007-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ESTABLISHING THE 2024-2025 HICKORY CREEK TREE GIVEAWAY PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek has enacted a Tree Preservation Ordinance contained within the Hickory Creek Code of Ordinances; and

**WHEREAS**, the Tree Preservation Ordinance establishes a Tree Restoration Fund to be used for the purchasing and planting of trees and other landscaping and to support the enforcement and administration of the Town’s tree preservation regulations; and

**WHEREAS**, the Town Council desires to expend a portion of the Tree Restoration Fund to provide for free trees for residents of the Town in the event of certain unforeseen or unpreventable causes of deaths of protected trees within the Town; and

**WHEREAS**, the Town Council is of the opinion that the program described within the attached Exhibit A is in the best interest of the Town and the Hickory Creek community, is consistent with the mission and vision of the Town and should be adopted.

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

**Section 1:** The 2024-2025 Hickory Creek Tree Giveaway Program that is attached hereto as Exhibit “A” is hereby adopted and approved.

**Section 2:** This resolution takes effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 7<sup>th</sup> day of October, 2024.

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

ATTEST:

APPROVED AS TO FORM:

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

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

## 2024-2025 Hickory Creek Tree Giveaway Program

### **Overview**

The Town Council desires to create a program to provide replacement trees for those lost in a Qualifying Event, free of charge, to residents of the Town of Hickory Creek. This program is intended to advance the Town's tree preservation objectives as contained within the Town's Code of Ordinances.

### **Definitions**

An Approved Tree means either an Overstory Tree or Accent Tree, as those terms are defined in the Town of Hickory Creek Code of Ordinances.

A Qualifying Event means either (1) a weather event [discuss how to categorize], (2) a structure fire, (3) a public infrastructure project, or (4) a natural disaster, that causes the death of a Qualifying Existing Tree.

A Qualifying Existing Tree means a Protected Tree, as that term is defined in the Town of Hickory Creek Code of Ordinances.

An Eligible Person means a resident of the Town of Hickory Creek, Texas as proved by a government issued identification card or utility bill.

### **Program**

The Town may giveaway not more than [amount] of Approved Trees to an Eligible Person after the occurrence of a Qualifying Event. The Town Administrator may create an application, verification, and education program to be implemented in connection with the 2024-2025 Hickory Creek Tree Giveaway Program to ensure compliance with the program requirements. This program does not create an entitlement or vested right in any individual, and all giveaways to Eligible Persons shall be at the sole discretion of the Town Administrator.

### **Budget**

The budget for the 2024-2025 Hickory Creek Tree Giveaway Program shall not exceed \$[amount]. All proceeds expended to acquire Approved Trees to be given away shall be deducted from the Tree Restoration Fund, as that term is defined in the Town of Hickory Creek Code of Ordinances.