



**NOTICE OF  
SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, AUGUST 01, 2022, 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.** June 2022 Council Meeting Minutes
- 2.** June 2022 Financial Statements
- 3.** Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2022 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No.1 including the collection of the 2022 annual installments.

- [4.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2022 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No.2 including the collection of the 2022 annual installments.
- [5.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2022 annual update to the service and assessment plan and assessment roll for Hickory Creek Farms Public Improvement District including the collection of the 2022 annual installments.
- [6.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Span, Inc. concerning transportation services.
- [7.](#) 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 between the Town of Hickory Creek and Vanguard Cleaning Systems concerning janitorial services.
- [8.](#) Consider and act on granting an exception to Thousand Hills Church, 8380 S. Stemmons Freeway, Hickory Creek, Texas 75065, from the Hickory Creek Code of Ordinances Chapter 3: Building Regulations, Article 3.08 Signs; Section 3.08.010 (b), Wall Signs.

#### **Regular Agenda**

- [9.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an amendment to a development agreement by and between the Town of Hickory Creek and Reserve at Hickory Creek, LLC.
- [10.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas regarding participation in Denton County's Community Development Block Grant for the three program year period, Fiscal Year 2023 through Fiscal Year 2025.
- [11.](#) Consider and act on acceptance of rates for medical, dental, life, accidental death, short term disability and long term disability from TML Health Benefits and Renaissance for employee coverage for Fiscal Year 2022-2023.
- [12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for professional services by and between the Town of Hickory Creek and Half Associates, Inc. concerning a Comprehensive Plan update.
- [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 between the Town of Hickory Creek and Pavlov Media, Inc. concerning high speed broadband internet infrastructure.
- [14.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, proposing a tax rate which represents the No-New-Revenue tax rate for 2022; setting a date, time and place to adopt the 2022 tax rate.
- [15.](#) Discussion regarding the 2022-2023 Fiscal Year Budget.

- [16.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas setting a date, time and place for a public hearing on the 2022-2023 Fiscal Year Proposed Budget; setting a date, time and place to adopt the budget.
17. Discussion regarding the Denton Central Appraisal District.
- [18.](#) Discussion regarding the Denton County Transportation Road Improvement Program 2022.
19. Discussion regarding potential amendments to Town's code of ordinances concerning requirements for applications and on-site notice requirements for Planned Development Districts and Special Use Permits.
20. Discussion regarding the procedure, appropriateness, and other considerations concerning the adoption of a home rule charter.
21. Receive update from Chief Dunn concerning police department activity since June council meeting, and discuss same.

### **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 551.087**

Deliberation regarding Economic Development Negotiations, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the government body seeks to have locate, stay or expand in or near the territory of the government body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

22. Development agreement concerning property located in the Town's extraterritorial jurisdiction on Highway 2181.

### **Reconvene into Open Session**

23. 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 July 28, 2022 at 3:30 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



**REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, JUNE 27, 2022**

**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

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

Carey Dunn, Chief of Police

Jeffrey McSpedden, Director of Public Works and Animal Services

Alyssa Benner, Animal Services Officer

Trey Sargent, Town Attorney

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

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

**Invocation**

Councilmember Theodore gave the invocation.

**Presentation of Awards**

1. 2021 Business of the Year

Mayor Clark presented the 2021 Business of the Year award to The Olana.

2. 2021 Citizen of the Year

Mayor Clark presented the 2021 Citizen of the Year award to Richard Hayes.

3. Steven Antommarchi

Mayor Clark showed her appreciation to Officer Steven Antommarchi for participating in the Children's Advocacy Center North Texas "Over the Edge" fundraiser on her behalf.

## **Town of Hickory Creek**

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### **4. Corbin Burley**

Mayor Clark presented a plaque of appreciation to Corbin Burley for completion of his Eagle Scout project.

### **5. Gatlin Smith**

Mayor Clark presented a plaque of appreciation to Gatlin Smith for completion of his Eagle Scout project.

## **Items of Community Interest**

Mayor Clark congratulated the Town Council for receiving the North Central Texas Council of Government Regional Cooperation Award which was presented to the Towns of Hickory Creek and Shady Shores and the Cities of Corinth and Lake Dallas recognizing the cooperative regional efforts of local governments which demonstrate that joint projects can provide better use of resources as well as quality service.

Lake Cities 4th of July Celebration will be held on Saturday, July 2, 2022. The parade will begin at 9:00 a.m. family friendly activities and entertainment begin at 4:00 p.m. followed by fireworks at 9:00 p.m. Thousand Hills Church parking lot will be open and is a great place to see the fireworks.

## **Public Comment**

Karl Meeks, 1022 Hickory Creek Road, stated his home is located south of the property requesting the special use permit. He does not want to see heavy equipment from his front doorstep. Alpha & Omega Equipment's location in Odessa, Texas is in an industrial area not near homes. He is very upset and not for the special use permit. Safety issues will exist due to eighteen wheelers entering and exiting the service road. Noise issues will exist due to the beeping when the equipment is moved. He feels as if this will depreciate his home and property which he has lived in for eighteen years.

Bonnie Brown, 120 N. Hook Street, stated she is the property owner. Her family has owned the property since 1950 when her father bought the property from her grandfather, utilizing it for his construction company and a home was built on the property where the family lived for many years until TxDOT acquired the property for the expansion of Interstate 35 E. She has had other interests in the property that she felt would not be a good fit for the town. The properties surrounding Mr. Meeks are zoned commercial. She understands this is difficult for the surrounding homeowners but feels this is a good use of the property.

## **Consent Agenda**

### **6. May 2022 Council Meeting Minutes**

### **7. May 2022 Financial Statements**

### **8. Consider and act on a resolution designating The Olana as the 2021 Business of the Year.**

### **9. Consider and act on a resolution designating Richard Hayes as the 2021 Citizen of the Year.**

## **Town of Hickory Creek**

**June 27, 2022**

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10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, for the appointment of one member to the board of managers of the Denco Area 9-1-1 District.
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 between the Town of Hickory Creek and Trendmaker Homes, DFW, LLC. concerning inspection and maintenance of stormwater facilities.
12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the issuance of a water well drilling permit for 1851 Turbeville Road, Hickory Creek, Texas.
13. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a public information policy.

Councilmember Gibbons requested item 13 be pulled from the consent agenda for separate discussion.

The resolution establishes reasonable monthly and yearly limits on the time that personnel of the government body are required to spend producing public information for inspection or duplication by a single requestor.

Motion made by Councilmember Gibbons to approve consent agenda item 13, Seconded by Councilmember Theodore.

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

14. Consider and act on the 2022-2023 Hickory Creek Economic Development Corporation Budget.
15. Consider and act on permit application submitted by Walmart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for merchandise.

Motion made by Councilmember DuPree to approve consent agenda items 6-12, 14 and 15, Seconded by Councilmember Gordon.

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

### **Regular Agenda**

16. Conduct a public hearing regarding a request for a Special Use Permit from Bonnie Brown on behalf of Alpha & Omega Equipment Sales and Rental for the construction of a new facility for the sales, rental, outdoor display and routine service of construction equipment at 8560 S. Stemmons Freeway and consider and act on the same. The legal description of the property is A0958A McCarroll, Tract 29 (pt), Town of Hickory Creek, Denton County, Texas.

John Smith, Town Administrator, provided an overview regarding the discussion and recommendation from the planning and zoning commission regarding the special use permit request.

Chris Morpew, owner of Reliant Construction, representing Alpha & Omega provided an overview of the request for the special use permit and answered questions from the town council.

Mayor Clark called the public hearing to order at 6:47 p.m.

Bennie James, 16 Wolters Street, stated he has lived in Hickory Creek since 1980. He has seen people in Hickory Creek against growth for a long time and is shocked it is still happening. This is an opportunity to bring additional revenue which could help to improve roads.

Eric Ortega, 331 Kellan Court, stated he is in construction and has lived in Hickory Creek for three years. Alpha and Omega Equipment would allow him to run his business more efficiently and economically. It is a positive thing for Hickory Creek and will provide revenue to the town.

Joe Flowers, 1 Lake Lane, stated he has lived in Hickory Creek his whole life and there has always been construction equipment on the property. The property currently has old equipment sitting on it which is an eyesore, and he has a hard time believing property values will be lowered because the building Alpha and Omega is proposing is a nice-looking building. He owns 3-H Concrete and is having difficulty renting equipment for construction projects. Alpha and Omega Equipment has a large inventory and once they open the doors it will bring the town revenue which is needed for infrastructure.

Charlie Alsmiller, 3035 Maynard Road, stated he has been a small business owner for 25 years. He owns Sycamore Bend Services which does small renovations and projects. He currently rents equipment from big corporations, and it is hard to locate the equipment needed. He supports the entrepreneurs putting their hearts and souls in this business. He will be a customer for two reasons. It supports small businesses versus large corporations and the equipment will be local which is safer than transporting on highways.

Jackie Johnson, 14750 Kobyn Lane, Gardendale, Texas stated he started Alpha and Omega in 2016 with the money he had in his pocket. He is proud of his small beginnings and is trying to establish a signature store in Hickory Creek. His business in Odessa is relevant to the area which is a whole different world from Hickory Creek. He is deeply involved in his community sitting on the boards for the Boys and Girls Club of the Permian Basin, Harmony Home Children's Advocacy Center, and his church. He takes great pride in everything he does.

With no one else wishing to speak, Mayor Clark closed the public hearing at 6:55 p.m.

The town council discussed the request further and asked questions which were answered by Chris Morpew, Bonnie Brown, and Jackie Johnson.

Motion made by Councilmember Gordon to approve the request for a Special Use Permit from Bonnie Brown on behalf of Alpha & Omega Equipment Sales and Rental for the construction of a new facility for the sales, rental, outdoor display and routine service of construction equipment at 8560 S. Stemmons Freeway with the following stipulations as the council discussed regarding the dark sky ordinance, monument signage, existing metal building to match the new building, surface to be 100% concrete, solid masonry wall on the west wall and small portion on the south wall, five-foot easement between the existing tree line from the setback of the fence, entrance on the south side of the building to be allowed only if required by the fire department, north wall as stipulated, construction completed upon eight months of issuance of building permit or the special use permit expires, if there is any tree loss applicants to work with town administrator to replace with red tip photinias and outside the hours of operations of 7:00 a.m. to 6:00 p.m. all equipment must be stored on the ground with the exception of equipment in active repair, Seconded by Councilmember Theodore.

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

17. Conduct a public hearing continued from March 28, 2022, April 25, 2022 and May 23, 2022 regarding a request from David Palmer on behalf of the Weitzman Group to change the zoning description from C-1 Commercial to Planned Development on an 11.890 acre tract of land in the J.W. Simmons Survey, Abstract No. A1163A in the Town of Hickory Creek, Denton County Texas, and being legally described as part of the following tracts: Tract 34A, Tract 34C, Tract 35A (pt), and Tract 35A (2) and consider and act on an ordinance for the same. The property is located between the 1000 block of Hickory Creek Boulevard and the 8300 block of Stemmons Freeway.

Mayor Clark called the public hearing to order at 8:01 p.m. With no one wishing to speak, the public hearing was closed at 8:02 p.m.

Mayor Clark stated the applicant withdrew the request.

18. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek and Swagit Productions concerning town hall audio visual systems.

Russell Towers, Swagit Productions, provided an overview regarding video streaming and broadcast solutions and answered questions from the town council.

Motion made by Councilmember Theodore to approve agenda item 18 in an amount not to exceed \$36,000, Seconded by Councilmember DuPree.

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

19. Presentation from Halff Associates regarding updating the comprehensive plan.

Kelsey Poole, AICP, with Halff Associates provided an overview of the process updating the comprehensive plan and answered questions from the town council.

## **Town of Hickory Creek**

**June 27, 2022**

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20. Receive update from Chief Dunn concerning police department activity since May council meeting and discuss same.

Chief Dunn updated the council on the flock system, the multi-jurisdictional High Visibility Traffic Initiative on Interstate 35E and active shooter training and protocols.

21. Discussion regarding interlocal agreement with Lake Cities Utility Municipal Authority and the Town of Hickory Creek.

Discussions were held regarding interlocal agreement with Lake Cities Utility Municipality Authority.

22. Discussion regarding providing animal services for the City of Corinth.

Jeffrey McSpedden, Director of Public Works and Animal Services provided an overview providing services for the City of Corinth and answered questions from the town council.

23. Discussion regarding the 2022 Lake Cities 4th of July Celebration to be held on Saturday, July 2, 2022.

Discussions were held regarding the 2022 Lake Cities 4<sup>th</sup> of July Celebration.

### **Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 9:46 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.

24. Receive legal advice concerning enforcement of Town's building codes, property maintenance standards, and use restrictions for multiple parcels of real estate in apparent non-compliance located within the Town of Hickory Creek, Texas.

Trey Sargent, Town Attorney, requested Mayor Clark include agenda item 19 in executive session.

19. Presentation from Halff Associates regarding updating the comprehensive plan.

#### **Section 551.074**

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

25. Review of individual employees' performance
26. Town Administrator

**Reconvene into Open Session**

The Town Council reconvened into open session at 11:25 p.m.

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

No action taken.

**Future Agenda Items**

The following items were requested: online payment option for park entrance fees.

**Adjournment**

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

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

The meeting did then stand adjourned at 11:59 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 June 30, 2022**

	<u>Jun 30, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	22,510.07
BOA - Drug Forfeiture	420.63
BOA - Drug Seizure	3,936.77
BOA - General Fund	488,415.78
BOA - Parks and Recreation	76,091.96
BOA - Payroll	250.00
BOA - Police State Training	5,186.38
Logic 2020 CO's	4,016,571.92
Logic Animal Shelter Facility	9,604.78
Logic Coronavirus Recovery Fund	596,750.78
Logic Harbor Ln-Sycamore Bend	80,597.82
Logic Investment Fund	6,246,666.23
Logic Turbeville Road	95,139.10
<b>Total Checking/Savings</b>	<u>11,642,142.22</u>
<b>Accounts Receivable</b>	
Municipal Court Payments	7,404.50
<b>Total Accounts Receivable</b>	<u>7,404.50</u>
<b>Total Current Assets</b>	<u>11,649,546.72</u>
<b>TOTAL ASSETS</b>	<u><b>11,649,546.72</b></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00



**Town of Hickory Creek**  
**Profit & Loss**  
**June 2022**

	Jun 22
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	4,589.20
4004 M&O Penalties & Interest	483.62
4006 Delinquent M&O	331.59
4008 I&S Debt Service	2,492.00
4010 I&S Penalties & Interest	252.77
4012 Delinquent I&S	203.24
Total Ad Valorem Tax Revenue	8,352.42
Building Department Revenue	
4102 Building Permits	217,550.15
4104 Certificate of Occupancy	4,000.00
4106 Contractor Registration	1,575.00
4122 Septic Permits	425.00
Total Building Department Revenue	223,550.15
Franchise Fee Revenue	
4212 Republic Services	4,938.39
Total Franchise Fee Revenue	4,938.39
Interest Revenue	
4330 General Fund Interest	1.05
4332 Investment Interest	10,699.20
Total Interest Revenue	10,700.25
Miscellaneous Revenue	
4502 Animal Adoption & Impound	2,130.00
4506 Animal Shelter Donations	150.00
4508 Annual Park Passes	585.00
4510 Arrowhead Park Fees	9,318.00
4530 Other Receivables	7,159.78
4536 Point Vista Park Fees	2,813.00
4558 Harbor Lane/Sycamore Bend	7,000.00
Total Miscellaneous Revenue	29,155.78
Municipal Court Revenue	
4602 Building Security Fund	2,025.98
4604 Citations	49,407.21
4606 Court Technology Fund	1,675.44
4608 Jury Fund	40.49
4610 Truancy Fund	2,024.29
4612 State Court Costs	28,237.35
Total Municipal Court Revenue	83,410.76
Sales Tax Revenue	
4702 Sales Tax General Fund	151,006.82
4706 Sales Tax 4B Corporation	21,572.40
4708 Sales Tax Mixed Beverage	3,134.42
Total Sales Tax Revenue	175,713.64
Total Income	535,821.39
Gross Profit	535,821.39
Expense	
Capital Outlay	
5010 Street Maintenance	209.65
5024 Public Safety Improvements	13,750.00
5026 Fleet Vehicles	4,270.60
5030 Sycamore Bend Construction	136,759.50

**Town of Hickory Creek**  
**Profit & Loss**  
**June 2022**

	<u>Jun 22</u>
<b>Total Capital Outlay</b>	154,989.75
<b>General Government</b>	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	272.92
5208 Copier Rental	360.81
5210 Dues & Memberships	200.12
5212 EDC Tax Payment	21,573.40
5216 Volunteer/Staff Events	421.12
5218 General Communications	531.00
5222 Office Supplies & Equip.	138.56
5224 Postage	233.58
5226 Community Cause	62.01
5228 Town Council/Board Expense	293.60
5230 Training & Education	121.00
<b>Total General Government</b>	24,223.12
<b>Municipal Court</b>	
5312 Court Technology	200.00
5318 Merchant Fees/Credit Cards	-16.73
5322 Office Supplies/Equipment	23.49
5332 Warrants Collected	395.32
<b>Total Municipal Court</b>	602.08
<b>Parks and Recreation</b>	
5408 Tanglewood Park	45.26
<b>Total Parks and Recreation</b>	45.26
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	516.43
5434 Harbor Grove	47.43
5436 Point Vista	292.07
5438 Sycamore Bend	196.24
<b>Total Parks Corps of Engineer</b>	1,052.17
<b>Personnel</b>	
5502 Administration Wages	37,210.67
5506 Police Wages	82,504.27
5507 Police Overtime Wages	272.26
5508 Public Works Wages	15,505.81
5509 Public Works Overtime Wage	198.58
5510 Health Insurance	21,453.59
5514 Payroll Expense	1,988.15
5518 Retirement (TMRS)	19,074.33
5522 Workman's Compensation	9,031.68
<b>Total Personnel</b>	187,239.34
<b>Police Department</b>	
5602 Auto Gas & Oil	6,804.21
5606 Auto Maintenance & Repair	1,540.98
5612 Computer Hardware/Software	1,228.28
5614 Crime Lab Analysis	224.00
5626 Office Supplies/Equipment	181.99
5630 Personnel Equipment	2,105.83
5636 Uniforms	-2,035.36
5646 Community Outreach	84.10
5648 K9 Unit	264.78
<b>Total Police Department</b>	10,398.81
<b>Public Works Department</b>	
5706 Animal Control Supplies	91.12
5708 Animal Control Vet Fees	1,305.23
5710 Auto Gas & Oil	1,395.30
5714 Auto Maintenance/Repair	1,631.28

**Town of Hickory Creek**  
**Profit & Loss**  
**June 2022**

	<u>Jun 22</u>
5716 Beautification	364.00
5722 Equipment	749.99
5724 Equipment Maintenance	324.46
5726 Equipment Rental	110.00
5728 Equipment Supplies	517.20
5734 Communications	311.73
5742 Uniforms	142.77
5748 Landscaping Services	<u>12,265.90</u>
Total Public Works Department	19,208.98
Services	
5802 Appraisal District	3,340.79
5804 Attorney Fees	4,920.75
5814 Engineering	10,165.19
5818 Inspections	9,790.00
5820 Fire Service	228,368.75
5822 Legal Notices/Advertising	58.90
5824 Library Services	232.70
5826 Municipal Judge	<u>1,150.00</u>
Total Services	258,027.08
Special Events	
6004 Fourth of July Celebration	8,083.10
6008 Tree Lighting	<u>226.98</u>
Total Special Events	8,310.08
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	13,300.43
5906 Gas	79.79
5908 Street Lighting	3,316.04
5910 Telephone	2,489.40
5912 Water	<u>913.85</u>
Total Utilities & Maintenance	20,099.51
Total Expense	<u>684,196.18</u>
Net Ordinary Income	<u>-148,374.79</u>
Net Income	<u><u>-148,374.79</u></u>

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 74.97%**  
**October 2021 through June 2022**

	Oct '21 - Jun 22	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	1,452,632.47	1,484,251.00	97.9%
4004 M&O Penalties & Interest	5,000.30	3,000.00	166.7%
4006 Delinquent M&O	963.92	1,000.00	96.4%
4008 I&S Debt Service	788,602.06	805,976.00	97.8%
4010 I&S Penalties & Interest	2,655.06	1,500.00	177.0%
4012 Delinquent I&S	565.47	750.00	75.4%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,250,419.28</b>	<b>2,296,477.00</b>	<b>98.0%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	1,005,246.16	750,000.00	134.0%
4104 Certificate of Occupancy	26,500.00	25,000.00	106.0%
4106 Contractor Registration	10,800.00	7,500.00	144.0%
4108 Preliminary/Final Plat	2,275.00	2,275.00	100.0%
4110 Prelim/Final Site Plan	9,876.00	9,786.00	100.9%
4112 Health Inspections	10,120.00	10,000.00	101.2%
4122 Septic Permits	2,700.00	3,000.00	90.0%
4124 Sign Permits	1,450.00	1,000.00	145.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	2,500.00	2,000.00	125.0%
4130 Vendor Fee	575.00	700.00	82.1%
4132 Alarm Permit Fees	500.00	500.00	100.0%
<b>Total Building Department Revenue</b>	<b>1,072,542.16</b>	<b>811,961.00</b>	<b>132.1%</b>
<b>Franchise Fee Revenue</b>			
4202 Atmos Energy	65,388.09	46,000.00	142.1%
4204 Charter Communications	32,132.64	42,900.00	74.9%
4206 CenturyLink	0.00	0.00	0.0%
4208 CoServ	3,961.81	4,700.00	84.3%
4210 Oncor Electric	132,559.70	131,500.00	100.8%
4212 Republic Services	40,295.01	48,000.00	83.9%
<b>Total Franchise Fee Revenue</b>	<b>274,337.25</b>	<b>273,100.00</b>	<b>100.5%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	9.39	50.00	18.8%
4332 Investment Interest	27,287.85	7,500.00	363.8%
<b>Total Interest Revenue</b>	<b>27,297.24</b>	<b>7,550.00</b>	<b>361.6%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	0.00	45,500.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>45,500.00</b>	<b>0.0%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	7,695.00	10,600.00	72.6%
4506 Animal Shelter Donations	2,430.00	2,280.00	106.6%
4508 Annual Park Passes	9,546.35	25,000.00	38.2%
4510 Arrowhead Park Fees	28,510.00	40,000.00	71.3%
4512 Beer & Wine Permit	60.00	150.00	40.0%
4516 Corp Parks Fund Reserve	0.00	43,986.00	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	111,092.00	0.0%
4526 Mineral Rights	944.31	1,000.00	94.4%
4530 Other Receivables	221,135.88	200,000.00	110.6%
4534 PD State Training	1,025.45	1,026.00	99.9%
4536 Point Vista Park Fees	9,699.00	12,000.00	80.8%
4546 Street Improv Restricted	0.00	265,000.00	0.0%
4550 Sycamore Bend Fees	17,229.00	15,000.00	114.9%
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	36,750.00	26,250.00	140.0%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 74.97%**  
**October 2021 through June 2022**

	Oct '21 - Jun 22	Budget	% of Budget
4560 2020 CO Proceeds	0.00	120,000.00	0.0%
4562 Coronavirus Local Recovery	0.00	595,240.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>335,024.99</b>	<b>1,514,402.00</b>	<b>22.1%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	12,211.70	9,270.00	131.7%
4604 Citations	365,643.92	450,000.00	81.3%
4606 Court Technology Fund	10,261.19	12,115.00	84.7%
4608 Jury Fund	237.03	200.00	118.5%
4610 Truancy Fund	11,849.90	7,500.00	158.0%
4612 State Court Costs	195,215.46	250,000.00	78.1%
4614 Child Safety Fee	199.16	800.00	24.9%
<b>Total Municipal Court Revenue</b>	<b>595,618.36</b>	<b>729,885.00</b>	<b>81.6%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	1,398,698.55	1,662,500.00	84.1%
4706 Sales Tax 4B Corporation	199,814.08	237,500.00	84.1%
4708 Sales Tax Mixed Beverage	25,248.74	30,000.00	84.2%
<b>Total Sales Tax Revenue</b>	<b>1,623,761.37</b>	<b>1,930,000.00</b>	<b>84.1%</b>
<b>Total Income</b>	<b>6,179,000.65</b>	<b>7,608,875.00</b>	<b>81.2%</b>
<b>Gross Profit</b>	<b>6,179,000.65</b>	<b>7,608,875.00</b>	<b>81.2%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	8,691.08	25,000.00	34.8%
5012 Streets & Road Improvement	198,306.07	265,000.00	74.8%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	20,024.50	42,500.00	47.1%
5026 Fleet Vehicles	55,696.86	202,000.00	27.6%
5030 Sycamore Bend Construction	173,714.50	36,955.00	470.1%
5032 Broadband Initiative	0.00	595,240.00	0.0%
<b>Total Capital Outlay</b>	<b>456,433.01</b>	<b>1,166,695.00</b>	<b>39.1%</b>
<b>Debt Service</b>			
5106 2012 Refunding Bond Series	3,618.73	267,004.00	1.4%
5110 2015 Refunding Bond Series	52,100.00	308,400.00	16.9%
5112 2015 C.O. Series	56,575.00	276,350.00	20.5%
5114 2020 C.O. Series	52,475.00	204,950.00	25.6%
<b>Total Debt Service</b>	<b>164,768.73</b>	<b>1,056,704.00</b>	<b>15.6%</b>
<b>General Government</b>			
5202 Bank Service Charges	75.00	200.00	37.5%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	25,059.67	106,222.00	23.6%
5208 Copier Rental	3,199.88	4,200.00	76.2%
5210 Dues & Memberships	2,813.02	3,000.00	93.8%
5212 EDC Tax Payment	199,837.08	237,500.00	84.1%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	4,955.59	10,500.00	47.2%
5218 General Communications	24,947.91	28,000.00	89.1%
5222 Office Supplies & Equip.	2,804.10	5,000.00	56.1%
5224 Postage	5,937.16	5,800.00	102.4%
5226 Community Cause	25,800.02	28,000.00	92.1%
5228 Town Council/Board Expense	5,538.47	6,500.00	85.2%
5230 Training & Education	1,130.00	1,500.00	75.3%
5232 Travel Expense	0.00	1,500.00	0.0%
5234 Staff Uniforms	925.58	926.00	100.0%
<b>Total General Government</b>	<b>303,023.48</b>	<b>439,148.00</b>	<b>69.0%</b>
<b>Municipal Court</b>			
5302 Books & Subscriptions	0.00	75.00	0.0%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 74.97%**  
**October 2021 through June 2022**

	Oct '21 - Jun 22	Budget	% of Budget
5304 Building Security	786.93	9,270.00	8.5%
5312 Court Technology	9,302.50	12,115.00	76.8%
5314 Dues & Memberships	55.00	120.00	45.8%
5318 Merchant Fees/Credit Cards	-808.38	0.00	100.0%
5322 Office Supplies/Equipment	896.64	1,200.00	74.7%
5324 State Court Costs	194,448.96	250,000.00	77.8%
5326 Training & Education	100.00	100.00	100.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-3,098.17	0.00	100.0%
<b>Total Municipal Court</b>	<b>201,683.48</b>	<b>273,380.00</b>	<b>73.8%</b>
<b>Parks and Recreation</b>			
5402 Events	1,320.84	2,000.00	66.0%
5408 Tanglewood Park	884.25	2,000.00	44.2%
5412 KHCB	175.00	500.00	35.0%
5414 Tree City USA	0.00	500.00	0.0%
5416 Town Hall Park	0.00	120,000.00	0.0%
<b>Total Parks and Recreation</b>	<b>2,380.09</b>	<b>125,000.00</b>	<b>1.9%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	76,878.20	80,000.00	96.1%
5434 Harbor Grove	1,298.42	3,000.00	43.3%
5436 Point Vista	41,185.51	45,000.00	91.5%
5438 Sycamore Bend	15,090.45	20,000.00	75.5%
<b>Total Parks Corps of Engineer</b>	<b>134,452.58</b>	<b>148,000.00</b>	<b>90.8%</b>
<b>Personnel</b>			
5502 Administration Wages	349,093.10	474,280.00	73.6%
5506 Police Wages	701,439.17	983,721.00	71.3%
5507 Police Overtime Wages	11,084.18	10,000.00	110.8%
5508 Public Works Wages	147,606.27	204,506.00	72.2%
5509 Public Works Overtime Wage	2,223.21	1,200.00	185.3%
5510 Health Insurance	200,345.14	261,200.00	76.7%
5512 Longevity	12,910.00	13,076.00	98.7%
5514 Payroll Expense	17,901.60	22,000.00	81.4%
5516 Employment Exams	1,145.40	2,500.00	45.8%
5518 Retirement (TMRS)	179,124.88	239,305.00	74.9%
5520 Unemployment (TWC)	1,082.20	6,048.00	17.9%
5522 Workman's Compensation	40,538.08	31,510.00	128.7%
<b>Total Personnel</b>	<b>1,664,493.23</b>	<b>2,249,346.00</b>	<b>74.0%</b>
<b>Police Department</b>			
5602 Auto Gas & Oil	33,815.65	30,000.00	112.7%
5606 Auto Maintenance & Repair	32,769.02	30,000.00	109.2%
5610 Books & Subscriptions	575.63	750.00	76.8%
5612 Computer Hardware/Software	36,908.61	40,000.00	92.3%
5614 Crime Lab Analysis	2,675.34	4,500.00	59.5%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	1,743.24	1,800.00	96.8%
5630 Personnel Equipment	44,251.57	50,000.00	88.5%
5634 Travel Expense	820.82	2,500.00	32.8%
5636 Uniforms	6,039.10	13,000.00	46.5%
5640 Training & Education	7,798.90	7,500.00	104.0%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	948.59	700.00	135.5%
5648 K9 Unit	1,797.88	3,000.00	59.9%
5650 Task Force Forfeiture	0.00	15,000.00	0.0%
<b>Total Police Department</b>	<b>170,144.35</b>	<b>199,750.00</b>	<b>85.2%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	0.00	2,280.00	0.0%
5704 Animal Control Equipment	0.00	500.00	0.0%
5706 Animal Control Supplies	541.47	900.00	60.2%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 74.97%**  
**October 2021 through June 2022**

	Oct '21 - Jun 22	Budget	% of Budget
5708 Animal Control Vet Fees	9,260.94	10,000.00	92.6%
5710 Auto Gas & Oil	14,497.71	20,000.00	72.5%
5714 Auto Maintenance/Repair	7,487.58	7,000.00	107.0%
5716 Beautification	1,251.34	25,000.00	5.0%
5718 Computer Hardware/Software	0.00	1,000.00	0.0%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	26,326.57	27,000.00	97.5%
5724 Equipment Maintenance	3,868.75	6,000.00	64.5%
5726 Equipment Rental	110.00	2,500.00	4.4%
5728 Equipment Supplies	4,421.57	5,000.00	88.4%
5732 Office Supplies/Equipment	238.22	500.00	47.6%
5734 Communications	2,833.71	3,800.00	74.6%
5738 Training	599.00	800.00	74.9%
5740 Travel Expense	354.23	1,000.00	35.4%
5742 Uniforms	2,082.71	2,500.00	83.3%
5748 Landscaping Services	34,213.11	110,000.00	31.1%
<b>Total Public Works Department</b>	<b>108,086.91</b>	<b>226,130.00</b>	<b>47.8%</b>
<b>Services</b>			
5802 Appraisal District	10,022.37	13,375.00	74.9%
5804 Attorney Fees	41,805.08	66,000.00	63.3%
5806 Audit	14,000.00	14,000.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	0.00	0.0%
5814 Engineering	50,718.45	125,000.00	40.6%
5816 General Insurance	38,410.12	38,415.00	100.0%
5818 Inspections	59,820.00	75,000.00	79.8%
5820 Fire Service	913,475.00	970,692.00	94.1%
5822 Legal Notices/Advertising	645.60	2,500.00	25.8%
5824 Library Services	1,150.30	750.00	153.4%
5826 Municipal Judge	10,350.00	13,800.00	75.0%
5828 Printing	1,002.24	1,500.00	66.8%
5830 Tax Collection	2,599.00	2,700.00	96.3%
5832 Computer Technical Support	42,081.20	42,082.00	100.0%
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	200.00	200.00	100.0%
<b>Total Services</b>	<b>1,186,279.36</b>	<b>1,400,022.00</b>	<b>84.7%</b>
<b>Special Events</b>			
6004 Fourth of July Celebration	8,083.10	7,000.00	115.5%
6008 Tree Lighting	6,059.22	8,000.00	75.7%
6010 Arts and Cultural Events	0.00	5,000.00	0.0%
<b>Total Special Events</b>	<b>14,142.32</b>	<b>20,000.00</b>	<b>70.7%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	163,359.24	185,000.00	88.3%
5904 Electric	15,721.39	27,000.00	58.2%
5906 Gas	1,794.12	1,700.00	105.5%
5908 Street Lighting	29,761.78	38,000.00	78.3%
5910 Telephone	29,601.19	35,000.00	84.6%
5912 Water	12,542.99	18,000.00	69.7%
<b>Total Utilities &amp; Maintenance</b>	<b>252,780.71</b>	<b>304,700.00</b>	<b>83.0%</b>
<b>Total Expense</b>	<b>4,658,668.25</b>	<b>7,608,875.00</b>	<b>61.2%</b>
<b>Net Ordinary Income</b>	<b>1,520,332.40</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>1,520,332.40</b>	<b>0.00</b>	<b>100.0%</b>

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07/26/22

Accrual Basis

# Town of Hickory Creek

## Expenditures over \$1,000.00

### June 2022

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5024 Public Safety Improvements</b>				
Bill	06/28/2022	Invoice...	Flock Safety	13,750.00
Total 5024 Public Safety Improvements				13,750.00
<b>5026 Fleet Vehicles</b>				
Check	06/21/2022	Debit	ENTERPRISE FM TR DESDIRECT PAY	4,270.60
Total 5026 Fleet Vehicles				4,270.60
<b>5030 Sycamore Bend Construction</b>				
Check	06/07/2022	4292	McMahon Contracting L.P.	135,154.50
Bill	06/16/2022	Invoice...	Half Associates, Inc.	1,605.00
Total 5030 Sycamore Bend Construction				136,759.50
Total Capital Outlay				154,780.10
<b>General Government</b>				
<b>5212 EDC Tax Payment</b>				
Check	06/13/2022	Debit	Hickory Creek Economic Development	21,572.40
Total 5212 EDC Tax Payment				21,572.40
Total General Government				21,572.40
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	06/01/2022	Debit	DearbornLife DESPayment	1,352.03
Check	06/08/2022	Debit	TML0111 DESCONS COLL	20,269.40
Total 5510 Health Insurance				21,621.43
<b>5518 Retirement (TMRS)</b>				
Check	06/01/2022	Debit	TMRS	19,073.33
Total 5518 Retirement (TMRS)				19,073.33
<b>5522 Workman's Compensation</b>				
Check	06/06/2022	4291	TML Risk Pool	9,031.68
Total 5522 Workman's Compensation				9,031.68
Total Personnel				49,726.44
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	06/28/2022	Debit	WEX INC DESFLEET DEBI	6,804.21
Total 5602 Auto Gas & Oil				6,804.21
<b>5630 Personnel Equipment</b>				
Bill	06/02/2022	Invoice...	B & G Chemical	1,647.50
Total 5630 Personnel Equipment				1,647.50
Total Police Department				8,451.71
<b>Public Works Department</b>				
<b>5710 Auto Gas &amp; Oil</b>				
Check	06/28/2022	Debit	WEX INC DESFLEET DEBI	1,395.30
Total 5710 Auto Gas & Oil				1,395.30
<b>5748 Landscaping Services</b>				
Bill	06/06/2022	Invoice...	D & D Commercial Landscape Management	7,791.52
Bill	06/20/2022	Invoice...	D & D Commercial Landscape Management	4,474.38
Total 5748 Landscaping Services				12,265.90



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07/26/22

Accrual Basis

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**June 2022**

Type	Date	Num	Name	Amount
Total Public Works Department				13,661.20
<b>Services</b>				
<b>5802 Appraisal District</b>				
Bill	06/06/2022	Invoice...	DCAD	3,340.79
Total 5802 Appraisal District				3,340.79
<b>5804 Attorney Fees</b>				
Check	06/28/2022	Debit	Law Office of Dorwin L. Sargent III, PLLC	4,215.75
Total 5804 Attorney Fees				4,215.75
<b>5814 Engineering</b>				
Bill	06/16/2022	Invoice...	Halff Associates, Inc.	6,806.41
Bill	06/16/2022	Invoice...	Halff Associates, Inc.	3,358.78
Total 5814 Engineering				10,165.19
<b>5818 Inspections</b>				
Bill	06/06/2022	Invoice...	Build by I-Codes	6,510.00
Bill	06/06/2022	Invoice...	Larry Finney	2,855.00
Total 5818 Inspections				9,365.00
<b>5820 Fire Service</b>				
Check	06/13/2022	4297	City of Corinth	228,368.75
Total 5820 Fire Service				228,368.75
<b>5826 Municipal Judge</b>				
Check	06/01/2022	Debit	Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00
Total Services				256,505.48
<b>Special Events</b>				
<b>6004 Fourth of July Celebration</b>				
Check	06/28/2022	4301	City Of Lake Dallas	7,000.00
Total 6004 Fourth of July Celebration				7,000.00
Total Special Events				7,000.00
<b>Utilities &amp; Maintenance</b>				
<b>5902 Bldg Maintenance/Supplies</b>				
Bill	06/20/2022	Invoice...	Denton Electric, Inc.	7,625.71
Check	06/22/2022	Debit	HUDSON ENERGY SE DESDEBITDEBIT	1,933.19
Total 5902 Bldg Maintenance/Supplies				9,558.90
<b>5908 Street Lighting</b>				
Check	06/22/2022	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,120.18
Total 5908 Street Lighting				3,120.18
<b>5910 Telephone</b>				
Check	06/30/2022	Debit	Level 3 Communic DESAUTO PAY	1,323.77
Total 5910 Telephone				1,323.77
Total Utilities & Maintenance				14,002.85
Total Expense				525,700.18
Net Ordinary Income				-525,700.18
<b>Net Income</b>				<b>-525,700.18</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:** 06/01/2022 - 06/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1797%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 6/30/22 WAS 0.999361.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,012,681.20
06/30/2022	MONTHLY POSTING	9999888	3,890.72	4,016,571.92
	ENDING BALANCE			4,016,571.92

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,012,681.20
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3,890.72
ENDING BALANCE	4,016,571.92
AVERAGE BALANCE	4,012,681.20

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	9,514.43



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:** 06/01/2022 - 06/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1797%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 6/30/22 WAS 0.999361.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,595.47
06/30/2022	MONTHLY POSTING	9999888	9.31	9,604.78
	ENDING BALANCE			9,604.78

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,595.47
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	9.31
ENDING BALANCE	9,604.78
AVERAGE BALANCE	9,595.47

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	22.71



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:** 06/01/2022 - 06/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1797%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 6/30/22 WAS 0.999361.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			596,172.75
06/30/2022	MONTHLY POSTING	9999888	578.03	596,750.78
	ENDING BALANCE			596,750.78

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	596,172.75
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	578.03
ENDING BALANCE	596,750.78
AVERAGE BALANCE	596,172.75

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	1,174.06	0.00	1,413.28



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:** 06/01/2022 - 06/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1797%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 6/30/22 WAS 0.999361.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			80,519.75
06/30/2022	MONTHLY POSTING	9999888	78.07	80,597.82
	ENDING BALANCE			80,597.82

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	80,519.75
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	78.07
ENDING BALANCE	80,597.82
AVERAGE BALANCE	80,519.75

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	190.88



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:** 06/01/2022 - 06/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1797%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 6/30/22 WAS 0.999361.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			6,240,615.29
06/30/2022	MONTHLY POSTING	9999888	6,050.94	6,246,666.23
	ENDING BALANCE			6,246,666.23

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	6,240,615.29
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6,050.94
ENDING BALANCE	6,246,666.23
AVERAGE BALANCE	6,240,615.29

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	2,000,000.00	309,850.00	14,744.14



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:** 06/01/2022 - 06/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1797%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 6/30/22 WAS 0.999361.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			95,046.97
06/30/2022	MONTHLY POSTING	9999888	92.13	95,139.10
	ENDING BALANCE			95,139.10

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	95,046.97
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	92.13
ENDING BALANCE	95,139.10
AVERAGE BALANCE	95,046.97

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	225.31

**TOWN OF HICKORY CREEK**  
**ORDINANCE NO. 2022-08-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS APPROVING THE 2022 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 1 INCLUDING THE COLLECTION OF THE 2022 ANNUAL INSTALLMENTS**

WHEREAS, the Town of Hickory Creek (the “Town”) has created the Hickory Creek Public Improvement District No. 1 (the “PID”) in accordance with the requirements of Section 372.005 of the Public Improvement District Assessment Act (the “Act”); and

WHEREAS, August 15, 2017, the Town Council approved and accepted the Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

WHEREAS, pursuant to Section 371.013 of the Act, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2022 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Public Improvement District No. 1 2022 Annual Service Plan Update attached hereto as ***Exhibit A***.

Section 3. Approval of Update. The Annual Service Plan Update for the PID for 2022 is hereby approved and accepted by the Town Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.



Section 5. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the 2022 Annual Service Plan Update, to be recorded in the real property records of Denton County, Texas, on or before August 8, 2022. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

Section 6. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 1<sup>st</sup> day of August, 2022.

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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

**EXHIBIT A**

**Service and Assessment Plan**



**HICKORY CREEK**  
**PUBLIC IMPROVEMENT DISTRICT NO. 1**  
2022 SERVICE AND ASSESSMENT PLAN UPDATE

AUGUST 1, 2022

## INTRODUCTION

Capitalized terms used in this Service and Assessment Plan Update shall have the meanings set forth in the 2017 Service and Assessment Plan Update (the “2017 SAP”) used for the issuance of PID 1 Bonds or the Development Agreement, as applicable.

PID 1 was created pursuant to the Act by Resolution No. 2012-0327-1 on March 27, 2012 by the Town Council to finance certain Authorized Improvements for the benefit of the property in PID 1.

On April 24, 2012, the Town Council approved the SAP and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District by approving Ordinance No. 2012-04-682. The SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The Town also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of assessment identified in the SAP.

On September 19, 2014, the Town Council approved the 2014 Service and Assessment Plan Update for PID 1 which updated the Assessment Roll for 2014.

On September 22, 2015, the Town Council approved the 2015 Service and Assessment Plan Update for PID 1 which updated the Assessment Roll for 2015.

On September 15, 2016, the Town Council approved the 2016 Service and Assessment Plan Update for PID 1 which updated the Assessment Roll for 2016.

On August 15, 2017, the Town Council approved the 2017 SAP for PID 1 by adopting Resolution No. 2017-0815-1 which issued PID 1 Bonds for Assessed Property within PID 1 and updated the Assessment Roll for 2017.

On August 21, 2018, the Town Council approved the 2018 Service and Assessment Plan Update for PID 1 by adopting Resolution No. 2018-0821-1 which updated the Assessment Roll for 2018.

On June 18, 2019, the Town Council approved the 2019 Service and Assessment Plan Update for PID 1 by adopting Resolution No. 2019-0618-1, which updated the Assessment Roll for 2019.

On July 27, 2020, the Town Council approved the 2020 Service and Assessment Plan Update for PID 1 by adopting Resolution No. 2020-0727-1, which updated the Assessment Roll for 2020.

On August 23, 2021, the Town Council approved the 2021 Service and Assessment Plan Update for PID 1 by adopting Ordinance No. 2021-08-880, which updated the Assessment Roll for 2021.

Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the annual Service and Assessment Plan Update for 2022. This 2022 Service and Assessment Plan Update also updates the Assessment Roll for 2022.

## PARCEL SUBDIVISION

The following plats have been recorded within PID 1:

- The Final Plat for Steeplechase North Addition Phase 1 consisting of 89 Residential Lots and 9 Lots classified as Non-Benefitted Property within the County was recorded in the official public records of the County on November 25, 2013.
- The Final Plat for Steeplechase North Addition Phase 2 consisting of 62 Residential Lots and 1 Lot classified as Non-Benefitted Property within the County was recorded in the official public records of the County on November 26, 2014.

## LOT AND HOME SALES

PID 1 Property consists of 151 Lots, of which 151 have completed homes. All homes have been sold to end-users.

See **Exhibit C** for the buyer disclosure.

## AUTHORIZED IMPROVEMENTS

The Authorized Improvements are fully constructed and were dedicated to the Town and paid for in full. The Authorized Improvement Costs have been reimbursed to the Developer solely from PID 1 Bonds.

## OUTSTANDING ASSESSMENT

PID 1 has an outstanding Assessment of \$3,609,439.47. The outstanding Assessment is less than the outstanding PID 1 Bonds of \$3,660,000.00, due to prepayment of Assessments for which PID 1 Bonds have not been redeemed.

## ANNUAL INSTALLMENT DUE 1/31/2023

- **Principal and Interest** – The total principal and interest required for the Annual Installment due is \$235,599.98.
- **Administrative Expenses** – The cost of administering PID 1 and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$17,324.48. A breakdown of the Administrative Expenses is shown below.

Administrative Expenses Breakdown		
Administration	\$	6,624.48
City Auditor	\$	2,500.00
Filing Fees	\$	1,000.00
County Collection	\$	200.00
PID Trustee Fees	\$	2,500.00
Dissemination Agent	\$	3,500.00
Miscellaneous	\$	1,000.00
<b>Total</b>	<b>\$</b>	<b>17,324.48</b>

Due January 31, 2023		
Principal	\$	95,000.00
Interest		140,599.98
Administrative Expenses		17,324.48
<b>Total Annual Installment</b>	<b>\$</b>	<b>252,924.46</b>

See **Exhibit B** for the debt service schedule for the PID 1 Bonds provided by Hilltop Securities.

## PREPAYMENT OF ASSESSMENTS IN FULL

The following is a list of all Parcels that made a Prepayment in full.

Property ID	Lot Type	Prepayment Date	Recorded Lien Release Number
564980	Residential	8/29/2019	138859
654152	Residential	11/25/2019	30083
564978	Residential	11/23/2020	25440
654162	Residential	12/20/2021	Pending

## PARTIAL PREPAYMENTS OF ASSESSMENTS

No partial prepayments have occurred in PID 1.

## EXTRAORDINARY OPTIONAL REDEMPTIONS

Below is a list of all extraordinary optional redemptions for the PID 1:

- \$50,000 partial sinking fund redemption on July 15, 2020.

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the annual Service and Assessment Plan Update, and the projection shall cover a period of not less than five years. The projection in the table below shows the Annual Installments for PID 1.

Annual Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ 95,000.00	\$ 95,000.00	\$ 100,000.00	\$ 100,000.00	\$ 105,000.00
Interest		\$ 140,599.98	\$ 137,749.98	\$ 134,899.98	\$ 131,399.98	\$ 127,899.98
	(1)	\$ 235,599.98	\$ 232,749.98	\$ 234,899.98	\$ 231,399.98	\$ 232,899.98
Administrative Expenses	(2)	\$ 17,324.48	\$ 17,670.97	\$ 18,024.39	\$ 18,384.88	\$ 18,752.57
Total Annual Installment	(3) = (1) + (2)	\$252,924.46	\$250,420.95	\$ 252,924.37	\$ 249,784.86	\$ 251,652.55

## ASSESSMENT ROLL

The list of current Lots within PID 1, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the 2022 Annual Installments which will be delinquent if not paid by January 31, 2023. Due to prepayments, the Annual Installment billed will not match the Annual Installment due until PID 1 Bonds are redeemed.



## EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/2023 <sup>1,2</sup>
564966	Residential Lot	\$ 24,554.01	\$ 1,698.43
564967	Residential Lot	\$ 24,554.01	\$ 1,698.43
564968	Residential Lot	\$ 24,554.01	\$ 1,698.43
564969	Residential Lot	\$ 24,554.01	\$ 1,698.43
564970	Residential Lot	\$ 24,554.01	\$ 1,698.43
564971	Residential Lot	\$ 24,554.01	\$ 1,698.43
564972	Residential Lot	\$ 24,554.01	\$ 1,698.43
564973	Residential Lot	\$ 24,554.01	\$ 1,698.43
564974	Residential Lot	\$ 24,554.01	\$ 1,698.43
564975	Residential Lot	\$ 24,554.01	\$ 1,698.43
564976	Residential Lot	\$ 24,554.01	\$ 1,698.43
564977	Residential Lot	\$ 24,554.01	\$ 1,698.43
564978	Residential Lot - Prepaid in Full	\$ -	\$ -
564979	Residential Lot	\$ 24,554.01	\$ 1,698.43
564980	Residential Lot - Prepaid in Full	\$ -	\$ -
564981	Residential Lot	\$ 24,554.01	\$ 1,698.43
564982	Residential Lot	\$ 24,554.01	\$ 1,698.43
564983	Residential Lot	\$ 24,554.01	\$ 1,698.43
564984	Residential Lot	\$ 24,554.01	\$ 1,698.43
564985	Residential Lot	\$ 24,554.01	\$ 1,698.43
564986	Residential Lot	\$ 24,554.01	\$ 1,698.43
564987	Residential Lot	\$ 24,554.01	\$ 1,698.43
564988	Residential Lot	\$ 24,554.01	\$ 1,698.43
564989	Residential Lot	\$ 24,554.01	\$ 1,698.43
564990	Residential Lot	\$ 24,554.01	\$ 1,698.43
564991	Residential Lot	\$ 24,554.01	\$ 1,698.43
564992	Residential Lot	\$ 24,554.01	\$ 1,698.43
564993	Non-Benefitted Property	\$ -	\$ -
564994	Non-Benefitted Property	\$ -	\$ -
564995	Residential Lot	\$ 24,554.01	\$ 1,698.43
564996	Residential Lot	\$ 24,554.01	\$ 1,698.43
564997	Non-Benefitted Property	\$ -	\$ -
564999	Residential Lot	\$ 24,554.01	\$ 1,698.43
565000	Residential Lot	\$ 24,554.01	\$ 1,698.43
565001	Residential Lot	\$ 24,554.01	\$ 1,698.43
565002	Residential Lot	\$ 24,554.01	\$ 1,698.43
565003	Residential Lot	\$ 24,554.01	\$ 1,698.43
565004	Residential Lot	\$ 24,554.01	\$ 1,698.43
565005	Residential Lot	\$ 24,554.01	\$ 1,698.43
565006	Residential Lot	\$ 24,554.01	\$ 1,698.43

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/2023 <sup>1,2</sup>
565007	Non-Benefitted Property	\$ -	\$ -
565008	Residential Lot	\$ 24,554.01	\$ 1,698.43
565009	Residential Lot	\$ 24,554.01	\$ 1,698.43
565010	Residential Lot	\$ 24,554.01	\$ 1,698.43
565011	Residential Lot	\$ 24,554.01	\$ 1,698.43
565012	Residential Lot	\$ 24,554.01	\$ 1,698.43
565013	Residential Lot	\$ 24,554.01	\$ 1,698.43
565014	Residential Lot	\$ 24,554.01	\$ 1,698.43
565015	Residential Lot	\$ 24,554.01	\$ 1,698.43
565016	Residential Lot	\$ 24,554.01	\$ 1,698.43
565017	Residential Lot	\$ 24,554.01	\$ 1,698.43
565018	Residential Lot	\$ 24,554.01	\$ 1,698.43
565019	Residential Lot	\$ 24,554.01	\$ 1,698.43
565020	Residential Lot	\$ 24,554.01	\$ 1,698.43
565021	Residential Lot	\$ 24,554.01	\$ 1,698.43
565022	Residential Lot	\$ 24,554.01	\$ 1,698.43
565023	Residential Lot	\$ 24,554.01	\$ 1,698.43
565024	Residential Lot	\$ 24,554.01	\$ 1,698.43
565025	Residential Lot	\$ 24,554.01	\$ 1,698.43
565026	Residential Lot	\$ 24,554.01	\$ 1,698.43
565027	Residential Lot	\$ 24,554.01	\$ 1,698.43
565028	Residential Lot	\$ 24,554.01	\$ 1,698.43
565029	Residential Lot	\$ 24,554.01	\$ 1,698.43
565030	Residential Lot	\$ 24,554.01	\$ 1,698.43
565031	Residential Lot	\$ 24,554.01	\$ 1,698.43
565032	Residential Lot	\$ 24,554.01	\$ 1,698.43
565033	Residential Lot	\$ 24,554.01	\$ 1,698.43
565034	Residential Lot	\$ 24,554.01	\$ 1,698.43
565035	Residential Lot	\$ 24,554.01	\$ 1,698.43
565036	Residential Lot	\$ 24,554.01	\$ 1,698.43
565037	Residential Lot	\$ 24,554.01	\$ 1,698.43
565038	Residential Lot	\$ 24,554.01	\$ 1,698.43
565039	Residential Lot	\$ 24,554.01	\$ 1,698.43
565040	Residential Lot	\$ 24,554.01	\$ 1,698.43
565041	Residential Lot	\$ 24,554.01	\$ 1,698.43
565042	Residential Lot	\$ 24,554.01	\$ 1,698.43
565043	Residential Lot	\$ 24,554.01	\$ 1,698.43
565044	Non-Benefitted Property	\$ -	\$ -
565045	Non-Benefitted Property	\$ -	\$ -
565046	Non-Benefitted Property	\$ -	\$ -

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/2023 <sup>1,2</sup>
565047	Residential Lot	\$ 24,554.01	\$ 1,698.43
565048	Residential Lot	\$ 24,554.01	\$ 1,698.43
565049	Residential Lot	\$ 24,554.01	\$ 1,698.43
565050	Residential Lot	\$ 24,554.01	\$ 1,698.43
565051	Residential Lot	\$ 24,554.01	\$ 1,698.43
565052	Residential Lot	\$ 24,554.01	\$ 1,698.43
565053	Residential Lot	\$ 24,554.01	\$ 1,698.43
565054	Residential Lot	\$ 24,554.01	\$ 1,698.43
565055	Residential Lot	\$ 24,554.01	\$ 1,698.43
565056	Residential Lot	\$ 24,554.01	\$ 1,698.43
565057	Residential Lot	\$ 24,554.01	\$ 1,698.43
565058	Residential Lot	\$ 24,554.01	\$ 1,698.43
565059	Residential Lot	\$ 24,554.01	\$ 1,698.43
565060	Residential Lot	\$ 24,554.01	\$ 1,698.43
565061	Residential Lot	\$ 24,554.01	\$ 1,698.43
565062	Residential Lot	\$ 24,554.01	\$ 1,698.43
565063	Non-Benefitted Property	\$ -	\$ -
654134	Residential Lot	\$ 24,554.01	\$ 1,698.43
654135	Residential Lot	\$ 24,554.01	\$ 1,698.43
654136	Residential Lot	\$ 24,554.01	\$ 1,698.43
654137	Residential Lot	\$ 24,554.01	\$ 1,698.43
654138	Residential Lot	\$ 24,554.01	\$ 1,698.43
654139	Residential Lot	\$ 24,554.01	\$ 1,698.43
654140	Residential Lot	\$ 24,554.01	\$ 1,698.43
654141	Residential Lot	\$ 24,554.01	\$ 1,698.43
654142	Residential Lot	\$ 24,554.01	\$ 1,698.43
654143	Residential Lot	\$ 24,554.01	\$ 1,698.43
654144	Residential Lot	\$ 24,554.01	\$ 1,698.43
654145	Residential Lot	\$ 24,554.01	\$ 1,698.43
654146	Residential Lot	\$ 24,554.01	\$ 1,698.43
654147	Residential Lot	\$ 24,554.01	\$ 1,698.43
654148	Residential Lot	\$ 24,554.01	\$ 1,698.43
654149	Residential Lot	\$ 24,554.01	\$ 1,698.43
654150	Residential Lot	\$ 24,554.01	\$ 1,698.43
654151	Residential Lot	\$ 24,554.01	\$ 1,698.43
654152	Residential Lot - Prepaid in Full	\$ -	\$ -
654153	Residential Lot	\$ 24,554.01	\$ 1,698.43
654154	Residential Lot	\$ 24,554.01	\$ 1,698.43
654155	Residential Lot	\$ 24,554.01	\$ 1,698.43
654156	Residential Lot	\$ 24,554.01	\$ 1,698.43

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/2023 <sup>1,2</sup>
654157	Residential Lot	\$ 24,554.01	\$ 1,698.43
654158	Residential Lot	\$ 24,554.01	\$ 1,698.43
654159	Residential Lot	\$ 24,554.01	\$ 1,698.43
654160	Residential Lot	\$ 24,554.01	\$ 1,698.43
654161	Residential Lot	\$ 24,554.01	\$ 1,698.43
654162	Residential Lot - Prepaid in Full	\$ -	\$ -
654163	Residential Lot	\$ 24,554.01	\$ 1,698.43
654164	Residential Lot	\$ 24,554.01	\$ 1,698.43
654165	Residential Lot	\$ 24,554.01	\$ 1,698.43
654166	Residential Lot	\$ 24,554.01	\$ 1,698.43
654167	Residential Lot	\$ 24,554.01	\$ 1,698.43
654168	Residential Lot	\$ 24,554.01	\$ 1,698.43
654169	Residential Lot	\$ 24,554.01	\$ 1,698.43
654170	Residential Lot	\$ 24,554.01	\$ 1,698.43
654171	Residential Lot	\$ 24,554.01	\$ 1,698.43
654172	Residential Lot	\$ 24,554.01	\$ 1,698.43
654173	Residential Lot	\$ 24,554.01	\$ 1,698.43
654174	Residential Lot	\$ 24,554.01	\$ 1,698.43
654175	Residential Lot	\$ 24,554.01	\$ 1,698.43
654176	Residential Lot	\$ 24,554.01	\$ 1,698.43
654177	Residential Lot	\$ 24,554.01	\$ 1,698.43
654178	Non-Benefitted Property	\$ -	\$ -
654179	Residential Lot	\$ 24,554.01	\$ 1,698.43
654180	Residential Lot	\$ 24,554.01	\$ 1,698.43
654181	Residential Lot	\$ 24,554.01	\$ 1,698.43
654182	Residential Lot	\$ 24,554.01	\$ 1,698.43
654183	Residential Lot	\$ 24,554.01	\$ 1,698.43
654184	Residential Lot	\$ 24,554.01	\$ 1,698.43
654185	Residential Lot	\$ 24,554.01	\$ 1,698.43
654186	Residential Lot	\$ 24,554.01	\$ 1,698.43
654187	Residential Lot	\$ 24,554.01	\$ 1,698.43
654188	Residential Lot	\$ 24,554.01	\$ 1,698.43
654189	Residential Lot	\$ 24,554.01	\$ 1,698.43
654190	Residential Lot	\$ 24,554.01	\$ 1,698.43
654191	Residential Lot	\$ 24,554.01	\$ 1,698.43
654192	Residential Lot	\$ 24,554.01	\$ 1,698.43
654193	Residential Lot	\$ 24,554.01	\$ 1,698.43
654194	Residential Lot	\$ 24,554.01	\$ 1,698.43
654195	Residential Lot	\$ 24,554.01	\$ 1,698.43
654196	Residential Lot	\$ 24,554.01	\$ 1,698.43
<b>Total</b>		<b>\$ 3,609,439.47</b>	<b>\$ 249,669.21</b>

Notes:

(1) Totals may not match the outstanding Assessment or Annual Installment due to rounding or prepayment of Assessment that have not yet redeemed PID Bonds.

(2) The Annual Installment covers the period September 1, 2022 to August 31, 2023, and is due by January 31, 2023.

## EXHIBIT B – DEBT SERVICE SCHEDULE

### TOWN OF HICKORY CREEK, TEXAS Hickory Creek Public Improvement District No. 1

#### Special Assessment Revenue Bonds, Series 2017

#### Debt Service Schedule (after 7/15/20 call of \$50,000)

Due	Principal	Int.Rate	Interest	Total	FY Total
3/1/2020			\$ 75,275.00	\$ 75,275.00	
9/1/2020	\$ 85,000.00	3.000%	74,275.00	159,275.00	\$ 234,560.00
3/1/2021			73,000.00	73,000.00	
9/1/2021	90,000.00	3.000%	73,000.00	163,000.00	236,000.00
3/1/2022			71,650.00	71,650.00	
9/1/2022	90,000.00	3.000%	71,650.00	161,650.00	233,300.00
3/1/2023			70,300.00	70,300.00	
9/1/2023	95,000.00	3.000%	70,300.00	165,300.00	235,600.00
3/1/2024			68,875.00	68,875.00	
9/1/2024	95,000.00	3.000%	68,875.00	163,875.00	232,750.00
3/1/2025			67,450.00	67,450.00	
9/1/2025	100,000.00	3.500%	67,450.00	167,450.00	234,900.00
3/1/2026			65,700.00	65,700.00	
9/1/2026	100,000.00	3.500%	65,700.00	165,700.00	231,400.00
3/1/2027			63,950.00	63,950.00	
9/1/2027	105,000.00	3.500%	63,950.00	168,950.00	232,900.00
3/1/2028			62,112.50	62,112.50	
9/1/2028	110,000.00	3.750%	62,112.50	172,112.50	234,225.00
3/1/2029			60,050.00	60,050.00	
9/1/2029	115,000.00	3.750%	60,050.00	175,050.00	235,100.00
3/1/2030			57,893.75	57,893.75	
9/1/2030	120,000.00	3.750%	57,893.75	177,893.75	235,787.50
3/1/2031			55,643.75	55,643.75	
9/1/2031	125,000.00	3.750%	55,643.75	180,643.75	236,287.50
3/1/2032			53,300.00	53,300.00	
9/1/2032	125,000.00	3.750%	53,300.00	178,300.00	231,600.00
3/1/2033			50,956.25	50,956.25	
9/1/2033	130,000.00	3.875%	50,956.25	180,956.25	231,912.50
3/1/2034			48,437.50	48,437.50	
9/1/2034	135,000.00	3.875%	48,437.50	183,437.50	231,875.00
3/1/2035			45,821.88	45,821.88	
9/1/2035	140,000.00	3.875%	45,821.88	185,821.88	231,643.75
3/1/2036			43,109.38	43,109.38	
9/1/2036	150,000.00	3.875%	43,109.38	193,109.38	236,218.75
3/1/2037			40,203.13	40,203.13	
9/1/2037	155,000.00	3.875%	40,203.13	195,203.13	235,406.25
3/1/2038			37,200.00	37,200.00	
9/1/2038	160,000.00	4.000%	37,200.00	197,200.00	234,400.00
3/1/2039			34,000.00	34,000.00	
9/1/2039	165,000.00	4.000%	34,000.00	199,000.00	233,000.00
3/1/2040			30,700.00	30,700.00	
9/1/2040	170,000.00	4.000%	30,700.00	200,700.00	231,400.00
3/1/2041			27,300.00	27,300.00	
9/1/2041	180,000.00	4.000%	27,300.00	207,300.00	234,600.00
3/1/2042			23,700.00	23,700.00	
9/1/2042	185,000.00	4.000%	23,700.00	208,700.00	232,400.00
3/1/2043			20,000.00	20,000.00	
9/1/2043	195,000.00	4.000%	20,000.00	215,000.00	235,000.00
3/1/2044			16,100.00	16,100.00	
9/1/2044	200,000.00	4.000%	16,100.00	216,100.00	232,200.00
3/1/2045			12,100.00	12,100.00	
9/1/2045	210,000.00	4.000%	12,100.00	222,100.00	234,200.00
3/1/2046			7,900.00	7,900.00	
9/1/2046	220,000.00	4.000%	7,900.00	227,900.00	235,800.00
3/1/2047			3,500.00	3,500.00	
9/1/2047	175,000.00	4.000%	3,500.00	178,500.00	182,000.00
	\$ 3,925,000.00		\$ 2,571,456.25	\$ 6,496,456.25	\$ 6,496,456.25



## **EXHIBIT C - BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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PROPERTY ADDRESS

**RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$24,554.01**

As the purchaser of the real property described above, you are obligated to pay assessments to Oak Point, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hickory Creek Public Improvement District Number 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town of Hickory Creek.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - RESIDENTIAL LOT

Installments Due	Principal	Interest	Administrative Expenses	Total Installment
1/31/2023	\$ 637.33	\$ 943.25	\$ 117.85	\$ 1,698.43
1/31/2024	\$ 637.33	\$ 924.13	\$ 120.21	\$ 1,681.67
1/31/2025	\$ 670.87	\$ 905.01	\$ 122.61	\$ 1,698.50
1/31/2026	\$ 670.87	\$ 881.53	\$ 125.07	\$ 1,677.47
1/31/2027	\$ 704.42	\$ 858.05	\$ 127.57	\$ 1,690.04
1/31/2028	\$ 737.96	\$ 833.39	\$ 130.12	\$ 1,701.48
1/31/2029	\$ 771.51	\$ 805.72	\$ 132.72	\$ 1,709.95
1/31/2030	\$ 805.05	\$ 776.79	\$ 135.38	\$ 1,717.22
1/31/2031	\$ 838.59	\$ 746.60	\$ 138.08	\$ 1,723.28
1/31/2032	\$ 838.59	\$ 715.15	\$ 140.85	\$ 1,694.59
1/31/2033	\$ 872.14	\$ 683.71	\$ 143.66	\$ 1,699.51
1/31/2034	\$ 905.68	\$ 649.91	\$ 146.54	\$ 1,702.13
1/31/2035	\$ 939.22	\$ 614.81	\$ 149.47	\$ 1,703.51
1/31/2036	\$ 1,006.31	\$ 578.42	\$ 152.46	\$ 1,737.19
1/31/2037	\$ 1,039.86	\$ 539.43	\$ 155.51	\$ 1,734.79
1/31/2038	\$ 1,073.40	\$ 499.13	\$ 158.62	\$ 1,731.15
1/31/2039	\$ 1,106.94	\$ 456.19	\$ 161.79	\$ 1,724.93
1/31/2040	\$ 1,140.49	\$ 411.92	\$ 165.02	\$ 1,717.43
1/31/2041	\$ 1,207.57	\$ 366.30	\$ 168.32	\$ 1,742.20
1/31/2042	\$ 1,241.12	\$ 317.99	\$ 171.69	\$ 1,730.80
1/31/2043	\$ 1,308.21	\$ 268.35	\$ 175.12	\$ 1,751.68
1/31/2044	\$ 1,341.75	\$ 216.02	\$ 178.63	\$ 1,736.40
1/31/2045	\$ 1,408.84	\$ 162.35	\$ 182.20	\$ 1,753.39
1/31/2046	\$ 1,475.92	\$ 106.00	\$ 185.84	\$ 1,767.77
1/31/2047	\$ 1,174.03	\$ 46.96	\$ 189.56	\$ 1,410.55
<b>Total</b>	<b>\$ 24,554.01</b>	<b>\$ 14,307.11</b>	<b>\$ 3,774.89</b>	<b>\$ 42,636.02</b>

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Administrative Expenses, Delinquency and Reserve Fund Requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**TOWN OF HICKORY CREEK**  
**ORDINANCE NO. 2022-08-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK  
APPROVING THE 2022 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT  
PLAN AND ASSESSMENT ROLL FOR HICKORY CREEK PUBLIC IMPROVEMENT  
DISTRICT NO. 2 INCLUDING THE COLLECTION OF THE 2022 ANNUAL  
INSTALLMENTS**

WHEREAS, the Town of Hickory Creek (the “Town”) has created the Hickory Creek Public Improvement District No. 2 (the “PID”) in accordance with the requirements of Section 372.005 of the Public Improvement District Assessment Act (the “Act”); and

WHEREAS, on February 24, 2020, the Town Council approved and accepted the 2020 Amended and Restated Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

WHEREAS, pursuant to Section 371.013 of the Act, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2022 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Public Improvement District No. 2 2022 Annual Service Plan Update attached hereto as *Exhibit A*.

Section 3. Approval of Update. The Annual Service Plan Update for the PID for 2022 is hereby approved and accepted by the Town Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.

Section 5. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the 2022 Annual Service Plan Update, to be recorded in the real property records of Denton County, Texas, on or before August 8, 2022. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

Section 6. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 1<sup>st</sup> day of August, 2022.

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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

**EXHIBIT A**

**Service and Assessment Plan**



HICKORY CREEK  
PUBLIC IMPROVEMENT DISTRICT NO. 2  
2022 ANNUAL SERVICE PLAN UPDATE

AUGUST 1, 2022

## INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the “2012 SAP”), the 2020 Amended and Restated Service and Assessment Plan (the “2020 SAP”), or the Reimbursement Agreement, as applicable.

The District was created pursuant to the Act by Resolution No. 2012-0918-1 on September 18, 2012, by the Town Council to finance certain Authorized Improvements for the benefit of the property in the District.

On October 16, 2012, the Town Council approved the 2012 SAP and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District by approving the Assessment Ordinance No. 2012-10-699. The 2012 SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements and the manner of assessing the property in the District for the costs of the Authorized Improvements. The Town also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of assessment identified in the 2012 SAP.

The Assessment Roll for the District was not updated in 2013.

On September 23, 2014, the Town Council approved the 2014 Annual Service Plan Update by council action. The 2014 Annual Service Update updated the Assessment Roll for 2014.

On September 22, 2015, the Town Council approved the 2015 Annual Service Plan Update by approving Resolution No. 2015-0922-2. The 2015 Annual Service Plan Update updated the Assessment Roll for 2015.

On September 15, 2016, the Town Council approved the 2016 Annual Service Plan Update by approving Resolution No. 2016-0920-2. The 2016 Annual Service Plan Update updated the Assessment Roll for 2016.

On September 19, 2017, the Town Council approved the 2017 Annual Service Plan Update by approving Resolution No. 2017-0919-2. The 2017 Annual Service Plan Update updated the Assessment Roll for 2017.

On June 19, 2018, the Town Council approved the 2018 Amended and Restated Service and Assessment Plan by adopting Ordinance No. 2018-06-796, which issued PID Bonds for Assessed Property within the District and updated the Assessment Roll for 2018.

On June 18, 2019, the Town Council approved the 2019 Annual Service Plan Update by adopting Resolution No. 2019-0618-2. The 2019 Annual Service Plan Update updated the Assessment Roll for 2019.



On February 24, 2020, the Town Council approved the 2020 SAP by adopting Ordinance No. 2020-02-845, which reallocated Assessment for the costs of certain improvements within the District and updated the Assessment Roll for 2020.

On August 23, 2021, the Town Council approved the 2021 Annual Service Plan Update by adopting Ordinance No. 2021-08-879. The 2021 Annual Service Plan Update updated the Assessment Roll for 2021.

The 2020 SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the Act, the 2020 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2022.

The Town Council also adopted an Assessment Roll identifying the Assessments on each Parcel within the District, based on the method of assessment identified in the 2020 SAP. This 2022 Annual Service Plan Update also updates the Assessment Roll for 2022.

*[Remainder of page intentionally left blank.]*

## **PARCEL SUBDIVISION**

The following plats have been recorded within the District:

- The Final Plat for Steeplechase South Addition consisting of 131 single-family homes within the County was recorded in the official public records of the County on September 13, 2012.
- The Minor Replat of Lots 1XR1, Block F Steeplechase South Addition within the County was recorded in the official public records of the County on September 09, 2013.
- The Replat of Lots 1X-R, 2X, 3X and Lots 2-24, Block A Steeplechase South Addition (33.83 Acre Tract) of All of Lot 1X, Block A of Steeplechase South Addition within the County was recorded in the official public records of the County on June 14, 2018.
- The Replat of Lots 1R and 2R, Block A Steeplechase South Addition (8.05 Acre Tract) of All of Lot 1, Block A of Steeplechase South Addition within the County was recorded in the official public records of the County on March 10, 2020. The Replat of Lots 1R and 2R, Block A Steeplechase South Addition (8.05 Acre Tract) of All of Lot 1, Block A of Steeplechase South Addition added one Lot classified as Changed Property to Improvement Area #1.

## **LOT AND HOME SALES**

Per the Quarterly Report dated March 31, 2022, all of the total 131 Lots in the District have been closed to homebuilders. Out of the total 131 Lots, a total of 19 homes are under construction, 10 homes have not started construction, and 102 have been sold to end-users.

See **Exhibit C** for buyer disclosure.

## **BUDGET FOR CONSTRUCTION OF AUTHORIZED IMPROVEMENTS**

The Authorized Improvements consist of earthwork, water, sanitary sewer, storm drain, and paving infrastructure. Per the Quarterly Report dated March 31, 2022, all Authorized Improvements are complete and have been dedicated to the Town.

## **OUTSTANDING ASSESSMENT**

The outstanding Assessment for the District is \$3,964,734.85. The outstanding Assessment is less than the \$3,995,000.00 in outstanding PID Bonds due to a prepayment of Assessments for which PID Bonds have not yet been redeemed.

## ANNUAL INSTALLMENT DUE 1/31/2023

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$297,093.76.
- **Additional Interest** – Additional Interest is collected to fund the Delinquency and Prepayment Reserve. The Delinquency the Prepayment Reserve Requirement, as defined in the Indenture, and has not been met. As such, the Delinquency and Prepayment Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$19,975.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$42,300.57. A breakdown of the Annual Collection Costs is shown below.

Annual Collection Costs Breakdown	
Administration	\$ 19,101.74
City Auditor	\$ 2,500.00
Filing Fees	\$ 1,000.00
County Collection	\$ 200.00
PID Trustee Fees	\$ 2,500.00
Dissemination Agent	\$ 3,500.00
Miscellaneous	\$ 1,000.00
Past Due P3Works Invoices	\$ 12,498.83
<b>Total Annual Collection Costs</b>	<b>\$ 42,300.57</b>

Due January 31, 2023	
Principal	\$ 75,000.00
Interest	222,093.76
Additional Interest	19,975.00
Annual Collection Costs	42,300.57
<b>Total Annual Installment</b>	<b>\$ 359,369.33</b>

See **Exhibit B** for the debt service schedule for the PID Bonds as shown in the Official Statement.

## PREPAYMENT OF ASSESSMENT IN FULL

The following is a list of all Parcels that made a Prepayment in full.

Improvement Area #1			
Property ID	Address	Prepayment Date	Recorded Lien Release Number
557897	Residential	6/9/2021	114382

## PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayments have occurred within the District.

## EXTRAORDINARY OPTIONAL REDEMPTIONS

Below is a list of all extraordinary optional redemptions for the District:

- \$25,000 partial sinking fund redemption on September 1, 2019.
- \$65,000 partial sinking fund redemption on September 1, 2020.
- \$65,000 partial sinking fund redemption on September 1, 2021.

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Annual Installment Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ 75,000.00	\$ 80,000.00	\$ 85,000.00	\$ 90,000.00	\$ 95,000.00
Interest		\$ 222,093.76	\$ 218,250.00	\$ 214,150.00	\$ 209,793.76	\$ 205,181.26
	(1)	\$ 297,093.76	\$ 298,250.00	\$ 299,150.00	\$ 299,793.76	\$ 300,181.26
Additional Interest	(2)	\$ 19,975.00	\$ 19,600.00	\$ 19,200.00	\$ 18,775.00	\$ 18,325.00
Annual Collection Costs	(3)	\$ 42,300.57	\$ 43,146.58	\$ 44,009.51	\$ 44,889.70	\$ 45,787.50
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 359,369.33</b>	<b>\$ 360,996.58</b>	<b>\$ 362,359.51</b>	<b>\$ 363,458.46</b>	<b>\$ 364,293.76</b>

## ASSESSMENT ROLL

The list of current Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Rolls attached hereto as **Exhibit A-1** for Improvement Area #1 and **Exhibit A-2** for Improvement Area #2. The Parcels shown on the Assessment Roll will receive the bills for the 2022 Annual Installments which will be delinquent if not paid by January 31, 2023. The totals shown on the Assessment Rolls may not match the Service Plan due to unredeemed Prepayments.

## EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/23 <sup>1,2</sup>
557860	Residential	\$ 30,265.15	\$ 2,722.49
557861	Residential	\$ 30,265.15	\$ 2,722.49
557862	Residential	\$ 30,265.15	\$ 2,722.49
557863	Residential	\$ 30,265.15	\$ 2,722.49
557864	Residential	\$ 30,265.15	\$ 2,722.49
557865	Residential	\$ 30,265.15	\$ 2,722.49
557866	Residential	\$ 30,265.15	\$ 2,722.49
557867	Non-Benefitted Property	\$ -	\$ -
557868	Non-Benefitted Property	\$ -	\$ -
557869	Residential	\$ 30,265.15	\$ 2,722.49
557870	Residential	\$ 30,265.15	\$ 2,722.49
557871	Residential	\$ 30,265.15	\$ 2,722.49
557872	Residential	\$ 30,265.15	\$ 2,722.49
557873	Residential	\$ 30,265.15	\$ 2,722.49
557874	Residential	\$ 30,265.15	\$ 2,722.49
557875	Residential	\$ 30,265.15	\$ 2,722.49
557876	Residential	\$ 30,265.15	\$ 2,722.49
557877	Residential	\$ 30,265.15	\$ 2,722.49
557878	Residential	\$ 30,265.15	\$ 2,722.49
557879	Residential	\$ 30,265.15	\$ 2,722.49
557880	Residential	\$ 30,265.15	\$ 2,722.49
557881	Residential	\$ 30,265.15	\$ 2,722.49
557882	Residential	\$ 30,265.15	\$ 2,722.49
557883	Residential	\$ 30,265.15	\$ 2,722.49
557884	Residential	\$ 30,265.15	\$ 2,722.49
557885	Residential	\$ 30,265.15	\$ 2,722.49
557886	Residential	\$ 30,265.15	\$ 2,722.49
557887	Residential	\$ 30,265.15	\$ 2,722.49
557888	Residential	\$ 30,265.15	\$ 2,722.49
557889	Residential	\$ 30,265.15	\$ 2,722.49
557890	Residential	\$ 30,265.15	\$ 2,722.49
557891	Residential	\$ 30,265.15	\$ 2,722.49
557892	Residential	\$ 30,265.15	\$ 2,722.49
557893	Residential	\$ 30,265.15	\$ 2,722.49
557894	Residential	\$ 30,265.15	\$ 2,722.49
557895	Residential	\$ 30,265.15	\$ 2,722.49
557896	Residential	\$ 30,265.15	\$ 2,722.49
557897	Residential - Prepaid in Full	\$ -	\$ -
557899	Residential	\$ 30,265.15	\$ 2,722.49
557900	Residential	\$ 30,265.15	\$ 2,722.49

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/23 <sup>1,2</sup>
557901	Non-Benefitted Property	\$ -	\$ -
557902	Residential	\$ 30,265.15	\$ 2,722.49
557903	Residential	\$ 30,265.15	\$ 2,722.49
557904	Residential	\$ 30,265.15	\$ 2,722.49
557905	Residential	\$ 30,265.15	\$ 2,722.49
557906	Residential	\$ 30,265.15	\$ 2,722.49
557907	Residential	\$ 30,265.15	\$ 2,722.49
557908	Residential	\$ 30,265.15	\$ 2,722.49
557909	Residential	\$ 30,265.15	\$ 2,722.49
557910	Residential	\$ 30,265.15	\$ 2,722.49
557911	Residential	\$ 30,265.15	\$ 2,722.49
557912	Residential	\$ 30,265.15	\$ 2,722.49
557913	Residential	\$ 30,265.15	\$ 2,722.49
557914	Residential	\$ 30,265.15	\$ 2,722.49
557915	Residential	\$ 30,265.15	\$ 2,722.49
557916	Residential	\$ 30,265.15	\$ 2,722.49
557917	Residential	\$ 30,265.15	\$ 2,722.49
557918	Residential	\$ 30,265.15	\$ 2,722.49
557919	Residential	\$ 30,265.15	\$ 2,722.49
557920	Residential	\$ 30,265.15	\$ 2,722.49
557921	Residential	\$ 30,265.15	\$ 2,722.49
557922	Residential	\$ 30,265.15	\$ 2,722.49
557923	Residential	\$ 30,265.15	\$ 2,722.49
557924	Residential	\$ 30,265.15	\$ 2,722.49
557925	Non-Benefitted Property	\$ -	\$ -
557927	Residential	\$ 30,265.15	\$ 2,722.49
557928	Residential	\$ 30,265.15	\$ 2,722.49
557929	Residential	\$ 30,265.15	\$ 2,722.49
557930	Residential	\$ 30,265.15	\$ 2,722.49
557931	Residential	\$ 30,265.15	\$ 2,722.49
557932	Residential	\$ 30,265.15	\$ 2,722.49
557933	Residential	\$ 30,265.15	\$ 2,722.49
557934	Residential	\$ 30,265.15	\$ 2,722.49
557935	Residential	\$ 30,265.15	\$ 2,722.49
557936	Residential	\$ 30,265.15	\$ 2,722.49
557937	Residential	\$ 30,265.15	\$ 2,722.49
557938	Residential	\$ 30,265.15	\$ 2,722.49
557939	Residential	\$ 30,265.15	\$ 2,722.49
557940	Residential	\$ 30,265.15	\$ 2,722.49
557941	Non-Benefitted Property	\$ -	\$ -

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/23 <sup>1,2</sup>
557943	Residential	\$ 30,265.15	\$ 2,722.49
557944	Residential	\$ 30,265.15	\$ 2,722.49
557945	Residential	\$ 30,265.15	\$ 2,722.49
557946	Residential	\$ 30,265.15	\$ 2,722.49
557947	Residential	\$ 30,265.15	\$ 2,722.49
557949	Residential	\$ 30,265.15	\$ 2,722.49
557950	Residential	\$ 30,265.15	\$ 2,722.49
557951	Residential	\$ 30,265.15	\$ 2,722.49
557952	Residential	\$ 30,265.15	\$ 2,722.49
557953	Residential	\$ 30,265.15	\$ 2,722.49
557954	Residential	\$ 30,265.15	\$ 2,722.49
557955	Residential	\$ 30,265.15	\$ 2,722.49
557956	Residential	\$ 30,265.15	\$ 2,722.49
557957	Residential	\$ 30,265.15	\$ 2,722.49
557958	Residential	\$ 30,265.15	\$ 2,722.49
557959	Residential	\$ 30,265.15	\$ 2,722.49
557960	Residential	\$ 30,265.15	\$ 2,722.49
557961	Residential	\$ 30,265.15	\$ 2,722.49
557962	Residential	\$ 30,265.15	\$ 2,722.49
557963	Residential	\$ 30,265.15	\$ 2,722.49
557964	Residential	\$ 30,265.15	\$ 2,722.49
557965	Residential	\$ 30,265.15	\$ 2,722.49
557966	Residential	\$ 30,265.15	\$ 2,722.49
557967	Residential	\$ 30,265.15	\$ 2,722.49
557968	Residential	\$ 30,265.15	\$ 2,722.49
557969	Residential	\$ 30,265.15	\$ 2,722.49
557971	Residential	\$ 30,265.15	\$ 2,722.49
557972	Residential	\$ 30,265.15	\$ 2,722.49
557973	Residential	\$ 30,265.15	\$ 2,722.49
557974	Residential	\$ 30,265.15	\$ 2,722.49
557975	Residential	\$ 30,265.15	\$ 2,722.49
557976	Residential	\$ 30,265.15	\$ 2,722.49
557977	Residential	\$ 30,265.15	\$ 2,722.49
557979	Non-Benefitted Property	\$ -	\$ -
775522	Changed Property	\$ 30,265.15	\$ 2,722.49
775523	Non-Benefitted Property	\$ -	\$ -
559781	Non-Benefitted Property	\$ -	\$ -
581613	Non-Benefitted Property	\$ -	\$ -
<b>Total</b>		<b>\$ 3,268,636.36</b>	<b>\$ 294,029.45</b>

Notes:

(1) Totals may not match the outstanding Assessment or Annual Installment due to rounding or prepayment of Assessment that have not yet redeemed PID Bonds.

(2) The Annual Installment covers the period September 1, 2022 to August 31, 2023, and is due by January 31, 2023.

## EXHIBIT A-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/23 <sup>1,2</sup>
732775	Residential	\$ 30,265.15	\$ 2,722.49
732776	Residential	\$ 30,265.15	\$ 2,722.49
732777	Residential	\$ 30,265.15	\$ 2,722.49
732778	Residential	\$ 30,265.15	\$ 2,722.49
732779	Residential	\$ 30,265.15	\$ 2,722.49
732780	Residential	\$ 30,265.15	\$ 2,722.49
732781	Residential	\$ 30,265.15	\$ 2,722.49
732782	Residential	\$ 30,265.15	\$ 2,722.49
732783	Residential	\$ 30,265.15	\$ 2,722.49
732784	Residential	\$ 30,265.15	\$ 2,722.49
732785	Residential	\$ 30,265.15	\$ 2,722.49
732786	Residential	\$ 30,265.15	\$ 2,722.49
732787	Residential	\$ 30,265.15	\$ 2,722.49
732788	Residential	\$ 30,265.15	\$ 2,722.49
732789	Residential	\$ 30,265.15	\$ 2,722.49
732790	Residential	\$ 30,265.15	\$ 2,722.49
732791	Residential	\$ 30,265.15	\$ 2,722.49
732792	Residential	\$ 30,265.15	\$ 2,722.49
732793	Residential	\$ 30,265.15	\$ 2,722.49
732794	Residential	\$ 30,265.15	\$ 2,722.49
732795	Residential	\$ 30,265.15	\$ 2,722.49
732796	Residential	\$ 30,265.15	\$ 2,722.49
732797	Residential	\$ 30,265.15	\$ 2,722.49
732798	Non-Benefitted Property	\$ -	\$ -
732799	Non-Benefitted Property	\$ -	\$ -
732800	Non-Benefitted Property	\$ -	\$ -
<b>Total</b>		<b>\$ 696,098.48</b>	<b>\$ 62,617.38</b>

**Notes:**

- (1) Totals may not match the outstanding Assessment or Annual Installment due to rounding or prepayment of Assessment that have not yet redeemed PID Bonds.
- (2) The Annual Installment covers the period September 1, 2022 to August 31, 2023, and is due by January 31, 2023.



## EXHIBIT B – DEBT SERVICE SCHEDULE

### DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

<b><u>Year Ending (September 30)</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
2019	\$ 25,000.00	\$ 266,072.92	\$ 291,072.92
2020	65,000.00	232,343.76	297,343.76
2021	65,000.00	229,012.50	294,012.50
2022	70,000.00	225,681.26	295,681.26
2023	75,000.00	222,093.76	297,093.76
2024	80,000.00	218,250.00	298,250.00
2025	85,000.00	214,150.00	299,150.00
2026	90,000.00	209,793.76	299,793.76
2027	95,000.00	205,181.26	300,181.26
2028	100,000.00	200,312.50	300,312.50
2029	105,000.00	195,187.50	300,187.50
2030	115,000.00	189,281.26	304,281.26
2031	120,000.00	182,812.50	302,812.50
2032	125,000.00	176,062.50	301,062.50
2033	135,000.00	169,031.26	304,031.26
2034	140,000.00	161,437.50	301,437.50
2035	150,000.00	153,562.50	303,562.50
2036	155,000.00	145,125.00	300,125.00
2037	165,000.00	136,406.26	301,406.26
2038	175,000.00	127,125.00	302,125.00
2039	185,000.00	117,281.26	302,281.26
2040	195,000.00	106,875.00	301,875.00
2041	205,000.00	95,906.26	300,906.26
2042	215,000.00	84,375.00	299,375.00
2043	230,000.00	72,281.26	302,281.26
2044	245,000.00	59,343.76	304,343.76
2045	255,000.00	45,562.50	300,562.50
2046	270,000.00	31,218.76	301,218.76
2047	285,000.00	16,031.26	301,031.26
<b>Total</b>	<b><u>\$4,220,000.00</u></b>	<b><u>\$4,487,798.06</u></b>	<b><u>\$8,707,798.06</u></b>

## **EXHIBIT C – BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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PROPERTY ADDRESS

**RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$30,265.15**

As the purchaser of the real property described above, you are obligated to pay assessments to Oak Point, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hickory Creek Public Improvement District Number 2* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town of Hickory Creek.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - RESIDENTIAL LOT

Installment Due 1/31	Principal	Interest	Additional Interest	Annual Collection Costs	Reserve Fund	Total Installment
2023	\$ 568.18	\$ 1,682.53	\$ 151.33	\$ 320.46	\$ -	\$ 2,722.49
2024	\$ 606.06	\$ 1,653.41	\$ 148.48	\$ 326.87	\$ -	\$ 2,734.82
2025	\$ 643.94	\$ 1,622.35	\$ 145.45	\$ 333.41	\$ -	\$ 2,745.15
2026	\$ 681.82	\$ 1,589.35	\$ 142.23	\$ 340.07	\$ -	\$ 2,753.47
2027	\$ 719.70	\$ 1,554.40	\$ 138.83	\$ 346.87	\$ -	\$ 2,759.80
2028	\$ 757.58	\$ 1,517.52	\$ 135.23	\$ 353.81	\$ -	\$ 2,764.13
2029	\$ 795.45	\$ 1,478.69	\$ 131.44	\$ 360.89	\$ -	\$ 2,766.48
2030	\$ 871.21	\$ 1,433.95	\$ 42.42	\$ 368.11	\$ -	\$ 2,715.69
2031	\$ 909.09	\$ 1,384.94	\$ -	\$ 375.47	\$ -	\$ 2,669.50
2032	\$ 946.97	\$ 1,333.81	\$ -	\$ 382.98	\$ -	\$ 2,663.75
2033	\$ 1,022.73	\$ 1,280.54	\$ -	\$ 390.64	\$ -	\$ 2,693.90
2034	\$ 1,060.61	\$ 1,223.01	\$ -	\$ 398.45	\$ -	\$ 2,682.07
2035	\$ 1,136.36	\$ 1,163.35	\$ -	\$ 406.42	\$ -	\$ 2,706.14
2036	\$ 1,174.24	\$ 1,099.43	\$ -	\$ 414.55	\$ -	\$ 2,688.22
2037	\$ 1,250.00	\$ 1,033.38	\$ -	\$ 422.84	\$ -	\$ 2,706.22
2038	\$ 1,325.76	\$ 963.07	\$ -	\$ 431.30	\$ -	\$ 2,720.12
2039	\$ 1,401.52	\$ 888.49	\$ -	\$ 439.92	\$ -	\$ 2,729.93
2040	\$ 1,477.27	\$ 809.66	\$ -	\$ 448.72	\$ -	\$ 2,735.65
2041	\$ 1,553.03	\$ 726.56	\$ -	\$ 457.69	\$ -	\$ 2,737.29
2042	\$ 1,628.79	\$ 639.20	\$ -	\$ 466.85	\$ -	\$ 2,734.84
2043	\$ 1,742.42	\$ 547.59	\$ -	\$ 476.19	\$ -	\$ 2,766.19
2044	\$ 1,856.06	\$ 449.57	\$ -	\$ 485.71	\$ -	\$ 2,791.34
2045	\$ 1,931.82	\$ 345.17	\$ -	\$ 495.42	\$ -	\$ 2,772.41
2046	\$ 2,045.45	\$ 236.51	\$ -	\$ 505.33	\$ -	\$ 2,787.29
2047	\$ 2,159.09	\$ 121.45	\$ -	\$ 515.44	\$ (2,305.63)	\$ 490.34
<b>Total</b>	<b>\$ 30,265.15</b>	<b>\$ 26,777.94</b>	<b>\$ 1,035.42</b>	<b>\$ 10,264.39</b>	<b>\$ (2,305.63)</b>	<b>\$ 66,037.26</b>

*Note: Figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in administrative expenses, interest earnings or other available offsets could increase or decrease the amounts shown.*

Annual Installment Schedule to Notice  
of Obligation to Pay Improvement District Assessment

**TOWN OF HICKORY CREEK**  
**ORDINANCE NO. 2022-08-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS APPROVING THE 2022 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2022 ANNUAL INSTALLMENTS.**

WHEREAS, the Town of Hickory Creek (the “Town”) has created the Hickory Farms Public Improvement District (the “PID”) in accordance with the requirements of Section 372.005 of the Public Improvement District Assessment Act (the “Act”); and

WHEREAS, on June 18, 2019, the Town Council approved and accepted the Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

WHEREAS, pursuant to Section 371.013 of the Act, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2022 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Hickory Farms Public Improvement District 2022 Annual Service Plan Update attached hereto as ***Exhibit A***.

Section 3. Approval of Update. The Annual Service Plan Update for the PID for 2022 is hereby approved and accepted by the Town Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.



Section 5. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the 2022 Annual Service Plan Update, to be recorded in the real property records of Denton County, Texas, on or before August 8, 2022. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

Section 6. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 1<sup>st</sup> day of August, 2022.

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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

**EXHIBIT A**

**Service and Assessment Plan**



# HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT

## 2022 ANNUAL SERVICE PLAN UPDATE

AUGUST 1, 2022

## INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Hickory Farms Public Improvement District Service and Assessment Plan (the “SAP”).

The District was created pursuant to the Act by Resolution No. 2019-0521-3 on May 21, 2019, by the Town Council to finance certain Authorized Improvements for the benefit of the property in the District.

On June 18, 2019, the Town Council approved the SAP for the District by adopting Ordinance No. 2019-06-821, which approved the levy of Assessments for Assessed Parcels within the District.

On July 27, 2020, the Town Council approved the SAP for the District by adopting Resolution No. 2020-0727-2, which approved the levy of Assessments for Assessed Parcels within the District.

On August 23, 2021, the Town Council approved the 2021 Annual Service Plan Update for the District by adopting Ordinance No. 2021-08-880, which updated the Assessment Roll for 2021.

The SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2022.

The Town Council also adopted an Assessment Roll identifying the Assessments on each Parcel within the District, based on the method of assessment identified in the SAP. This 2022 Annual Service Plan Update also updates the Assessment Roll for 2022.

*[Remainder of page intentionally left blank.]*

## PARCEL SUBDIVISION

The Final Plat for The Alcove at Hickory Creek was filed and recorded in the official public records of the County on August 13, 2020, and consists of 130 residential Lots and 4 Lots classified as Non-Benefitted Property. The District is fully subdivided.

## LOT AND HOME SALES UPDATE

Per the Developer, the District consists of 130 Lots, of which 130 have completed homes. All homes have been sold to end-users.

See **Exhibit C** for buyer disclosures.

## BUDGET FOR CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

The Developer has completed the Authorized Improvements listed in the SAP and the Authorized Improvements have been dedicated to the Town.

## OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of \$3,905,000.00.

## ANNUAL INSTALLMENT DUE 1/31/2023

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$254,768.75.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$42,412.00. A breakdown of the Annual Collection Costs is shown below.

Annual Collection Costs Breakdown	
Administration	\$ 31,212.00
City Auditor	\$ 2,500.00
Filing Fees	\$ 1,500.00
County Collection	\$ 200.00
PID Trustee Fees	\$ 2,500.00
Dissemination Agent	\$ 3,500.00
Miscellaneous	\$ 1,000.00
<b>Total Annual Collection Costs</b>	<b>\$ 42,412.00</b>

- **Additional Interest** – Additional Interest is collected to fund the Delinquency and Prepayment Reserve. The Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, and has not been met. As such, the Delinquency and Prepayment Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$19,525.

Due January 31, 2023	
Principal	\$ 85,000.00
Interest	169,768.75
Annual Collection Costs	42,412.00
Additional Interest	19,525.00
<b>Total Annual Installment</b>	<b>\$ 316,705.75</b>

See **Exhibit B** for the debt service schedule for the PID Bonds as provided by Hilltop Securities.

## PREPAYMENT OF ASSESSMENTS IN FULL

The following is a list of all Parcels that made a Prepayment in full:

Property ID	Lot Type	Address	Prepayment Date	Recorded Lien Release Number
960313	2	1014 Camphor St	6/2/2021	114381
960374	1	1008 Almond St	6/30/2021	159931
960357	1	1042 Almond St	7/14/2021	159932
960341	1	1023 Pitch Pine St	12/7/2022	Pending
960319	2	1044 Camphor St	9/2/2021	Pending
960310	2	1008 Camphor St	1/27/2022	Pending

## PARTIAL PREPAYMENTS OF ASSESSMENTS

The following is a list of all Parcels that made a Partial Prepayment:

Property ID	Lot Type	Address	Partial Prepayment Date	Partial Prepayment Amount
960331	1	2001 Oleander St	11/3/2021	\$ 4,000.00
960331	1	2001 Oleander St	N/A <sup>[a]</sup>	\$ 149.70

### Notes:

[a] Cumulative additional reduction in outstanding Assessment due to interest savings from partial prepayment.

## EXTRAORDINARY OPTIONAL REDEMPTIONS

There have been no extraordinary optional redemptions for the District.

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Annual Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ 85,000.00	\$ 90,000.00	\$ 90,000.00	\$ 95,000.00	\$ 100,000.00
Interest		\$ 169,768.75	\$ 173,750.00	\$ 170,150.00	\$ 166,550.00	\$ 162,750.00
	(1)	\$ 254,768.75	\$ 263,750.00	\$ 260,150.00	\$ 261,550.00	\$ 262,750.00
Additional Interest	(2)	\$ 19,525.00	\$ 19,100.00	\$ 18,650.00	\$ 18,200.00	\$ 17,725.00
Annual Collection Costs	(3)	\$ 42,412.00	\$ 43,260.24	\$ 44,125.44	\$ 45,007.95	\$ 45,908.11
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$316,705.75</b>	<b>\$326,110.24</b>	<b>\$322,925.44</b>	<b>\$324,757.95</b>	<b>\$326,383.11</b>

## ASSESSMENT ROLL

The list of current Parcels within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the 2022 Annual Installments which will be delinquent if not paid by January 31, 2023.

## EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot Type	Notes	Outstanding Assessment <sup>[a],[b]</sup>	Installment Due 1/31/23 <sup>[a],[c]</sup>
960260	1		\$ 31,453.36	\$ 2,550.95
960261	1		\$ 31,453.36	\$ 2,550.95
960262	1		\$ 31,453.36	\$ 2,550.95
960263	1		\$ 31,453.36	\$ 2,550.95
960264	1		\$ 31,453.36	\$ 2,550.95
960265	1		\$ 31,453.36	\$ 2,550.95
960266	1		\$ 31,453.36	\$ 2,550.95
960267	1		\$ 31,453.36	\$ 2,550.95
960268	1		\$ 31,453.36	\$ 2,550.95
960269	1		\$ 31,453.36	\$ 2,550.95
960270	1		\$ 31,453.36	\$ 2,550.95
960271	1		\$ 31,453.36	\$ 2,550.95
960272	1		\$ 31,453.36	\$ 2,550.95
960273	1		\$ 31,453.36	\$ 2,550.95
960274	1		\$ 31,453.36	\$ 2,550.95
960275	1		\$ 31,453.36	\$ 2,550.95
960276	1		\$ 31,453.36	\$ 2,550.95
960277	1		\$ 31,453.36	\$ 2,550.95
960278	1		\$ 31,453.36	\$ 2,550.95
960279	1		\$ 31,453.36	\$ 2,550.95
960280	1		\$ 31,453.36	\$ 2,550.95
960281	1		\$ 31,453.36	\$ 2,550.95
960282	1		\$ 31,453.36	\$ 2,550.95
960283	1		\$ 31,453.36	\$ 2,550.95
960284	1		\$ 31,453.36	\$ 2,550.95
960285	1		\$ 31,453.36	\$ 2,550.95
960286	1		\$ 31,453.36	\$ 2,550.95
960287	1		\$ 31,453.36	\$ 2,550.95
960288	1		\$ 31,453.36	\$ 2,550.95
960289	1		\$ 31,453.36	\$ 2,550.95
960290	1		\$ 31,453.36	\$ 2,550.95
960291	1		\$ 31,453.36	\$ 2,550.95
960292	1		\$ 31,453.36	\$ 2,550.95
960293	1		\$ 31,453.36	\$ 2,550.95
960294	1		\$ 31,453.36	\$ 2,550.95
960295	1		\$ 31,453.36	\$ 2,550.95
960296	1		\$ 31,453.36	\$ 2,550.95
960297	1		\$ 31,453.36	\$ 2,550.95
960298	1		\$ 31,453.36	\$ 2,550.95
960299	1		\$ 31,453.36	\$ 2,550.95



Property ID	Lot Type	Notes	Outstanding Assessment <sup>[a],[b]</sup>	Installment Due 1/31/23 <sup>[a],[c]</sup>
960300	1		\$ 31,453.36	\$ 2,550.95
960301	1		\$ 31,453.36	\$ 2,550.95
960302	1		\$ 31,453.36	\$ 2,550.95
960303	1		\$ 31,453.36	\$ 2,550.95
960304	1		\$ 31,453.36	\$ 2,550.95
960305	1		\$ 31,453.36	\$ 2,550.95
960306	1		\$ 31,453.36	\$ 2,550.95
960307	1		\$ 31,453.36	\$ 2,550.95
960308	2		\$ 32,265.06	\$ 2,616.78
960309	2		\$ 32,265.06	\$ 2,616.78
960310	2	[d]	\$ -	\$ -
960311	2		\$ 32,265.06	\$ 2,616.78
960312	2		\$ 32,265.06	\$ 2,616.78
960313	2	[d]	\$ -	\$ -
960314	2		\$ 32,265.06	\$ 2,616.78
960315	2		\$ 32,265.06	\$ 2,616.78
960316	2		\$ 32,265.06	\$ 2,616.78
960317	2		\$ 32,265.06	\$ 2,616.78
960318	2		\$ 32,265.06	\$ 2,616.78
960319	2	[d]	\$ -	\$ -
960320	2		\$ 32,265.06	\$ 2,616.78
960321	2		\$ 32,265.06	\$ 2,616.78
960322	1		\$ 31,453.36	\$ 2,550.95
960323	1		\$ 31,453.36	\$ 2,550.95
960324	1		\$ 31,453.36	\$ 2,550.95
960325	1		\$ 31,453.36	\$ 2,550.95
960326	1		\$ 31,453.36	\$ 2,550.95
960327	1		\$ 31,453.36	\$ 2,550.95
960328	1		\$ 31,453.36	\$ 2,550.95
960329	1		\$ 31,453.36	\$ 2,550.95
960330	1		\$ 31,453.36	\$ 2,550.95
960331	Lot Type 960331	[e]	\$ 27,308.41	\$ 2,214.78
960332	1		\$ 31,453.36	\$ 2,550.95
960333	1		\$ 31,453.36	\$ 2,550.95
960334	1		\$ 31,453.36	\$ 2,550.95
960335	1		\$ 31,453.36	\$ 2,550.95
960336	1		\$ 31,453.36	\$ 2,550.95
960337	1		\$ 31,453.36	\$ 2,550.95
960338	1		\$ 31,453.36	\$ 2,550.95
960339	1		\$ 31,453.36	\$ 2,550.95

Property ID	Lot Type	Notes	Outstanding Assessment <sup>[a],[b]</sup>	Installment Due 1/31/23 <sup>[a],[c]</sup>
960340	1		\$ 31,453.36	\$ 2,550.95
960341	1	[d]	\$ -	\$ -
960342	1		\$ 31,453.36	\$ 2,550.95
960343	1		\$ 31,453.36	\$ 2,550.95
960344	1		\$ 31,453.36	\$ 2,550.95
960345	1		\$ 31,453.36	\$ 2,550.95
960346	1		\$ 31,453.36	\$ 2,550.95
960347	1		\$ 31,453.36	\$ 2,550.95
960348	1		\$ 31,453.36	\$ 2,550.95
960349	1		\$ 31,453.36	\$ 2,550.95
960350	1		\$ 31,453.36	\$ 2,550.95
960351	1		\$ 31,453.36	\$ 2,550.95
960352	Non-Benefitted Property		\$ -	\$ -
960353	Non-Benefitted Property		\$ -	\$ -
960354	Non-Benefitted Property		\$ -	\$ -
960355	Non-Benefitted Property		\$ -	\$ -
960356	1		\$ 31,453.36	\$ 2,550.95
960357	1	[d]	\$ -	\$ -
960358	1		\$ 31,453.36	\$ 2,550.95
960359	1		\$ 31,453.36	\$ 2,550.95
960360	1		\$ 31,453.36	\$ 2,550.95
960361	1		\$ 31,453.36	\$ 2,550.95
960362	1		\$ 31,453.36	\$ 2,550.95
960363	1		\$ 31,453.36	\$ 2,550.95
960364	1		\$ 31,453.36	\$ 2,550.95
960365	1		\$ 31,453.36	\$ 2,550.95
960366	1		\$ 31,453.36	\$ 2,550.95
960367	1		\$ 31,453.36	\$ 2,550.95
960368	1		\$ 31,453.36	\$ 2,550.95
960369	1		\$ 31,453.36	\$ 2,550.95
960370	1		\$ 31,453.36	\$ 2,550.95
960371	1		\$ 31,453.36	\$ 2,550.95
960372	1		\$ 31,453.36	\$ 2,550.95
960373	1		\$ 31,453.36	\$ 2,550.95
960374	1	[d]	\$ -	\$ -
960375	1		\$ 31,453.36	\$ 2,550.95
960376	1		\$ 31,453.36	\$ 2,550.95
960377	1		\$ 31,453.36	\$ 2,550.95
960378	1		\$ 31,453.36	\$ 2,550.95
960379	1		\$ 31,453.36	\$ 2,550.95

Property ID	Lot Type	Notes	Outstanding Assessment <sup>[a],[b]</sup>	Installment Due 1/31/23 <sup>[a],[c]</sup>
960380	1		\$ 31,453.36	\$ 2,550.95
960381	1		\$ 31,453.36	\$ 2,550.95
960382	1		\$ 31,453.36	\$ 2,550.95
960383	1		\$ 31,453.36	\$ 2,550.95
960384	1		\$ 31,453.36	\$ 2,550.95
960385	1		\$ 31,453.36	\$ 2,550.95
960386	1		\$ 31,453.36	\$ 2,550.95
960387	1		\$ 31,453.36	\$ 2,550.95
960388	1		\$ 31,453.36	\$ 2,550.95
960389	1		\$ 31,453.36	\$ 2,550.95
960390	1		\$ 31,453.36	\$ 2,550.95
960391	1		\$ 31,453.36	\$ 2,550.95
960392	1		\$ 31,453.36	\$ 2,550.95
960393	1		\$ 31,453.36	\$ 2,550.95
<b>Total</b>			<b>\$ 3,905,000.39</b>	<b>\$ 316,705.76</b>

Notes:

[a] Totals may not match the total outstanding Assessment or Annual Installment due to rounding.

[b] Outstanding Assessment prior to 1/31/2023 Annual Installment.

[c] The Annual Installment covers the period September 1, 2022 to August 31, 2023 and is due by 1/31/2023.

[d] Property ID prepaid their Assessment in full.

[e] Property ID has partially prepaid their Assessment.

## EXHIBIT B – DEBT SERVICE SCHEDULE

### TOWN OF HICKORY CREEK

#### Special Assessment Revenue Bonds, Series 2019 (Hickory Farms Public Improvement District)

#### Debt Service Schedule (from September 16, 2022)

Due	Principal	Int.Rate	Interest	Total	Fisc Total
3/1/2023			\$ 81,193.75	\$ 81,193.75	
9/1/2023	\$ 85,000	4.00%	88,875.00	173,875.00	\$ 254,768.75
3/1/2024			86,875.00	86,875.00	
9/1/2024	90,000	4.00%	86,875.00	176,875.00	263,750.00
3/1/2025			85,075.00	85,075.00	
9/1/2025	90,000	4.00%	85,075.00	175,075.00	260,150.00
3/1/2026			83,275.00	83,275.00	
9/1/2026	95,000	4.00%	83,275.00	178,275.00	261,550.00
3/1/2027			81,375.00	81,375.00	
9/1/2027	100,000	4.00%	81,375.00	181,375.00	262,750.00
3/1/2028			79,375.00	79,375.00	
9/1/2028	100,000	4.00%	79,375.00	179,375.00	258,750.00
3/1/2029			77,375.00	77,375.00	
9/1/2029	105,000	4.00%	77,375.00	182,375.00	259,750.00
3/1/2030			75,275.00	75,275.00	
9/1/2030	110,000	4.50%	75,275.00	185,275.00	260,550.00
3/1/2031			72,800.00	72,800.00	
9/1/2031	115,000	4.50%	72,800.00	187,800.00	260,600.00
3/1/2032			70,212.50	70,212.50	
9/1/2032	120,000	4.50%	70,212.50	190,212.50	260,425.00
3/1/2033			67,512.50	67,512.50	
9/1/2033	125,000	4.50%	67,512.50	192,512.50	260,025.00
3/1/2034			64,700.00	64,700.00	
9/1/2034	130,000	4.50%	64,700.00	194,700.00	259,400.00
3/1/2035			61,775.00	61,775.00	
9/1/2035	135,000	4.50%	61,775.00	196,775.00	258,550.00
3/1/2036			58,737.50	58,737.50	
9/1/2036	140,000	4.50%	58,737.50	198,737.50	257,475.00
3/1/2037			55,587.50	55,587.50	
9/1/2037	150,000	4.50%	55,587.50	205,587.50	261,175.00
3/1/2038			52,212.50	52,212.50	
9/1/2038	155,000	4.50%	52,212.50	207,212.50	259,425.00
3/1/2039			48,725.00	48,725.00	
9/1/2039	160,000	4.50%	48,725.00	208,725.00	257,450.00
3/1/2040			45,125.00	45,125.00	
9/1/2040	170,000	4.75%	45,125.00	215,125.00	260,250.00
3/1/2041			41,087.50	41,087.50	
9/1/2041	175,000	4.75%	41,087.50	216,087.50	257,175.00
3/1/2042			36,931.25	36,931.25	
9/1/2042	185,000	4.75%	36,931.25	221,931.25	258,862.50
3/1/2043			32,537.50	32,537.50	
9/1/2043	195,000	4.75%	32,537.50	227,537.50	260,075.00
3/1/2044			27,906.25	27,906.25	
9/1/2044	205,000	4.75%	27,906.25	232,906.25	260,812.50
3/1/2045			23,037.50	23,037.50	
9/1/2045	210,000	4.75%	23,037.50	233,037.50	256,075.00
3/1/2046			18,050.00	18,050.00	
9/1/2046	225,000	4.75%	18,050.00	243,050.00	261,100.00
3/1/2047			12,706.25	12,706.25	
9/1/2047	235,000	4.75%	12,706.25	247,706.25	260,412.50
3/1/2048			7,125.00	7,125.00	
9/1/2048	245,000	4.75%	7,125.00	252,125.00	259,250.00
3/1/2049			1,306.25	1,306.25	
9/1/2049	55,000	4.75%	1,306.25	56,306.25	57,612.50
	\$ 3,905,000		\$ 2,903,168.75	\$ 6,808,168.75	\$ 6,808,168.75



## EXHIBIT C – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types within the District are found in this Exhibit:

- Lot Type 1
- Lot Type Property ID 960331
- Lot Type 2

*[Remainder of page intentionally left blank.]*

## **HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$31,453.36**

As the purchaser of the real property described above, you are obligated to pay assessments to Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Hickory Farms Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

---

SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

Installments Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2023	\$ 684.64	\$ 1,367.43	\$ 341.61	\$ 157.27	\$ 2,550.95
2024	\$ 724.92	\$ 1,399.49	\$ 348.45	\$ 153.84	\$ 2,626.70
2025	\$ 724.92	\$ 1,370.50	\$ 355.41	\$ 150.22	\$ 2,601.05
2026	\$ 765.19	\$ 1,341.50	\$ 362.52	\$ 146.59	\$ 2,615.81
2027	\$ 805.46	\$ 1,310.89	\$ 369.77	\$ 142.77	\$ 2,628.90
2028	\$ 805.46	\$ 1,278.67	\$ 377.17	\$ 138.74	\$ 2,600.05
2029	\$ 845.74	\$ 1,246.46	\$ 384.71	\$ 134.71	\$ 2,611.62
2030	\$ 886.01	\$ 1,212.63	\$ 392.41	\$ 130.49	\$ 2,621.53
2031	\$ 926.28	\$ 1,172.76	\$ 400.25	\$ 126.06	\$ 2,625.35
2032	\$ 966.56	\$ 1,131.07	\$ 408.26	\$ 121.42	\$ 2,627.31
2033	\$ 1,006.83	\$ 1,087.58	\$ 416.42	\$ 116.59	\$ 2,627.42
2034	\$ 1,047.10	\$ 1,042.27	\$ 424.75	\$ 111.56	\$ 2,625.68
2035	\$ 1,087.38	\$ 995.15	\$ 433.25	\$ 106.32	\$ 2,622.10
2036	\$ 1,127.65	\$ 946.22	\$ 441.91	\$ 100.88	\$ 2,616.67
2037	\$ 1,208.20	\$ 895.47	\$ 450.75	\$ 95.25	\$ 2,649.67
2038	\$ 1,248.47	\$ 841.11	\$ 459.77	\$ 89.21	\$ 2,638.55
2039	\$ 1,288.74	\$ 784.92	\$ 468.96	\$ 82.96	\$ 2,625.59
2040	\$ 1,369.29	\$ 726.93	\$ 478.34	\$ 76.52	\$ 2,651.08
2041	\$ 1,409.56	\$ 661.89	\$ 487.91	\$ 69.67	\$ 2,629.03
2042	\$ 1,490.11	\$ 594.94	\$ 497.67	\$ 62.62	\$ 2,645.33
2043	\$ 1,570.65	\$ 524.16	\$ 507.62	\$ 55.17	\$ 2,657.60
2044	\$ 1,651.20	\$ 449.55	\$ 517.77	\$ 47.32	\$ 2,665.84
2045	\$ 1,691.47	\$ 371.12	\$ 528.13	\$ 39.06	\$ 2,629.78
2046	\$ 1,812.29	\$ 290.77	\$ 538.69	\$ 30.61	\$ 2,672.36
2047	\$ 1,892.84	\$ 204.69	\$ 549.46	\$ 21.55	\$ 2,668.54
2048	\$ 1,973.39	\$ 114.78	\$ 560.45	\$ 12.08	\$ 2,660.70
2049	\$ 443.01	\$ 21.04	\$ 571.66	\$ 2.22	\$ 1,037.92
<b>Total</b>	<b>\$ 31,453.36</b>	<b>\$ 23,383.97</b>	<b>\$ 12,074.09</b>	<b>\$ 2,521.71</b>	<b>\$ 69,433.12</b>

(a) Interest is calculated at the interest rate of the PID Bonds.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT – LOT TYPE PROPERTY ID 960331**  
**– BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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PROPERTY ADDRESS

**LOT TYPE PROPERTY ID 960331 – PRINCIPAL ASSESSMENT: \$27,308.41**

As the purchaser of the real property described above, you are obligated to pay assessments to Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Hickory Farms Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.



## ANNUAL INSTALLMENTS - LOT TYPE Property ID 960331

Installments Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2023	\$ 594.42	\$ 1,187.23	\$ 296.60	\$ 136.54	\$ 2,214.78
2024	\$ 629.39	\$ 1,215.07	\$ 302.53	\$ 133.57	\$ 2,280.55
2025	\$ 629.39	\$ 1,189.89	\$ 308.58	\$ 130.42	\$ 2,258.28
2026	\$ 664.35	\$ 1,164.72	\$ 314.75	\$ 127.28	\$ 2,271.09
2027	\$ 699.32	\$ 1,138.14	\$ 321.04	\$ 123.95	\$ 2,282.46
2028	\$ 699.32	\$ 1,110.17	\$ 327.47	\$ 120.46	\$ 2,257.41
2029	\$ 734.28	\$ 1,082.20	\$ 334.01	\$ 116.96	\$ 2,267.46
2030	\$ 769.25	\$ 1,052.82	\$ 340.69	\$ 113.29	\$ 2,276.06
2031	\$ 804.22	\$ 1,018.21	\$ 347.51	\$ 109.44	\$ 2,279.38
2032	\$ 839.18	\$ 982.02	\$ 354.46	\$ 105.42	\$ 2,281.08
2033	\$ 874.15	\$ 944.26	\$ 361.55	\$ 101.23	\$ 2,281.18
2034	\$ 909.11	\$ 904.92	\$ 368.78	\$ 96.86	\$ 2,279.67
2035	\$ 944.08	\$ 864.01	\$ 376.15	\$ 92.31	\$ 2,276.55
2036	\$ 979.05	\$ 821.52	\$ 383.68	\$ 87.59	\$ 2,271.84
2037	\$ 1,048.98	\$ 777.47	\$ 391.35	\$ 82.69	\$ 2,300.49
2038	\$ 1,083.94	\$ 730.26	\$ 399.18	\$ 77.45	\$ 2,290.84
2039	\$ 1,118.91	\$ 681.49	\$ 407.16	\$ 72.03	\$ 2,279.59
2040	\$ 1,188.84	\$ 631.14	\$ 415.30	\$ 66.44	\$ 2,301.72
2041	\$ 1,223.81	\$ 574.67	\$ 423.61	\$ 60.49	\$ 2,282.58
2042	\$ 1,293.74	\$ 516.53	\$ 432.08	\$ 54.37	\$ 2,296.73
2043	\$ 1,363.67	\$ 455.08	\$ 440.72	\$ 47.90	\$ 2,307.38
2044	\$ 1,433.60	\$ 390.31	\$ 449.54	\$ 41.08	\$ 2,314.54
2045	\$ 1,468.57	\$ 322.21	\$ 458.53	\$ 33.92	\$ 2,283.23
2046	\$ 1,573.47	\$ 252.45	\$ 467.70	\$ 26.57	\$ 2,320.20
2047	\$ 1,643.40	\$ 177.71	\$ 477.05	\$ 18.71	\$ 2,316.88
2048	\$ 1,713.33	\$ 99.65	\$ 486.60	\$ 10.49	\$ 2,310.07
2049	\$ 384.63	\$ 18.27	\$ 496.33	\$ 1.92	\$ 901.15
<b>Total</b>	<b>\$ 27,308.41</b>	<b>\$ 20,302.41</b>	<b>\$ 10,482.96</b>	<b>\$ 2,189.39</b>	<b>\$ 60,283.16</b>

(a) Interest is calculated at the interest rate of the PID Bonds.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## **HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2 BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

---

PROPERTY ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$32,265.06**

As the purchaser of the real property described above, you are obligated to pay assessments to Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Hickory Farms Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

Installments Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2023	\$ 702.31	\$ 1,402.71	\$ 350.43	\$ 161.33	\$ 2,616.78
2024	\$ 743.62	\$ 1,435.61	\$ 357.44	\$ 157.81	\$ 2,694.49
2025	\$ 743.62	\$ 1,405.86	\$ 364.59	\$ 154.10	\$ 2,668.17
2026	\$ 784.94	\$ 1,376.12	\$ 371.88	\$ 150.38	\$ 2,683.31
2027	\$ 826.25	\$ 1,344.72	\$ 379.32	\$ 146.45	\$ 2,696.74
2028	\$ 826.25	\$ 1,311.67	\$ 386.90	\$ 142.32	\$ 2,667.15
2029	\$ 867.56	\$ 1,278.62	\$ 394.64	\$ 138.19	\$ 2,679.01
2030	\$ 908.87	\$ 1,243.92	\$ 402.53	\$ 133.85	\$ 2,689.18
2031	\$ 950.19	\$ 1,203.02	\$ 410.58	\$ 129.31	\$ 2,693.10
2032	\$ 991.50	\$ 1,160.26	\$ 418.80	\$ 124.56	\$ 2,695.11
2033	\$ 1,032.81	\$ 1,115.64	\$ 427.17	\$ 119.60	\$ 2,695.23
2034	\$ 1,074.12	\$ 1,069.17	\$ 435.71	\$ 114.44	\$ 2,693.44
2035	\$ 1,115.44	\$ 1,020.83	\$ 444.43	\$ 109.06	\$ 2,689.76
2036	\$ 1,156.75	\$ 970.64	\$ 453.32	\$ 103.49	\$ 2,684.19
2037	\$ 1,239.37	\$ 918.58	\$ 462.38	\$ 97.70	\$ 2,718.05
2038	\$ 1,280.69	\$ 862.81	\$ 471.63	\$ 91.51	\$ 2,706.64
2039	\$ 1,322.00	\$ 805.18	\$ 481.06	\$ 85.10	\$ 2,693.35
2040	\$ 1,404.62	\$ 745.69	\$ 490.69	\$ 78.49	\$ 2,719.49
2041	\$ 1,445.94	\$ 678.97	\$ 500.50	\$ 71.47	\$ 2,696.88
2042	\$ 1,528.56	\$ 610.29	\$ 510.51	\$ 64.24	\$ 2,713.60
2043	\$ 1,611.19	\$ 537.68	\$ 520.72	\$ 56.60	\$ 2,726.19
2044	\$ 1,693.81	\$ 461.15	\$ 531.13	\$ 48.54	\$ 2,734.64
2045	\$ 1,735.12	\$ 380.69	\$ 541.76	\$ 40.07	\$ 2,697.65
2046	\$ 1,859.06	\$ 298.28	\$ 552.59	\$ 31.40	\$ 2,741.33
2047	\$ 1,941.69	\$ 209.97	\$ 563.64	\$ 22.10	\$ 2,737.40
2048	\$ 2,024.31	\$ 117.74	\$ 574.92	\$ 12.39	\$ 2,729.36
2049	\$ 454.44	\$ 21.59	\$ 586.41	\$ 2.27	\$ 1,064.71
<b>Total</b>	<b>\$ 32,265.06</b>	<b>\$ 23,987.43</b>	<b>\$ 12,385.68</b>	<b>\$ 2,586.78</b>	<b>\$ 71,224.94</b>

(a) Interest is calculated at the interest rate of the PID Bonds.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0711-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND SPAN, INC., CONCERNING TRANSPORTION 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;

**WHEREAS**, the Town Council has been presented with an Interlocal Agreement for Services to provide nutrition, transportation and social services to older persons, persons with disability, veterans, and the general public (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 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 11<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
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

STATE OF TEXAS §

COUNTY OF DENTON §

## INTERLOCAL AGREEMENT FOR SERVICES

**THIS SERVICE AGREEMENT** ("Agreement") is entered into by and between Hickory Creek, Texas ("TOWN"), acting by and through its duly authorized designee and Span, Inc., ("SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director. The TOWN or SPAN may hereinafter be referred to individually as a "Party" or collectively as "Parties."

### RECITALS:

- WHEREAS,** SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and
- WHEREAS,** the success of or failure of the SPAN's purposes and goals has a relation to the health and welfare of the citizens of the TOWN; and
- WHEREAS,** the TOWN is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and
- WHEREAS,** the TOWN recognizes that it needs transportation alternatives for its elderly, and disabled citizens to seek routine medical care and to deal with daily routine matters, and the TOWN desires to assist and provide public transportation to said citizens; and
- WHEREAS,** TOWN desires to engage SPAN as an independent contractor, and not as a joint venture, partnership, or employee, to provide the transportation services described herein; and
- WHEREAS,** SPAN is authorized as a non-profit corporation, grandfathered under the Texas Transportation Code to provide this type of transportation to municipalities found in whole or in part within Denton County, Texas; and
- WHEREAS,** SPAN desires to provide transportability services for TOWN on the terms and conditions set forth in this Agreement.

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

## **Article I Term**

1.01. This Agreement shall commence on October 1, 2022 ("Effective Date") and continue until September 30, 2023.

1.02. Notwithstanding anything herein to the contrary, either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party, subject to federal requirements related to public transportation.

## **Article II Service**

2.01. in accordance with this Agreement, SPAN shall provide door-to-door demand response transit services to the TOWN's residents who are sixty (60) years of age or older and persons with documented disabilities, or sixty-five (65) years or older and persons with documented disabilities when 5310 funds are used in support of this Agreement ("Riders").

2.02. Riders shall be picked up within service area and taken anywhere in the SPAN/TOWN transit service destination area shown on Exhibit "A" hereto ("Service Area"), at a cost to the Riders of Three Dollars (\$3.00). The Riders shall remit the total fare recited in this section at or prior to the time the service is rendered. SPAN Transportation policy and procedures are attached hereto and incorporated herein as Exhibit "B" ("the Policy").

2.03. Situations may arise when Riders call and request service that is not identified as a part of the Service Area. SPAN may make a request to the TOWN's appointed representative to accommodate the Rider by temporarily transporting outside of the Service Area. The Service Area may be more permanently amended at the request of either Party, if both Parties mutually agree to such amendment of Exhibit A in writing.

2.04. Riders may call at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off. Rider may schedule ride by calling SPAN'S Transportation Office at 940-382-1900, weekdays between the hours of 8:00 a.m. and 2:00 p.m.

2.05. Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Saturday, Sunday, major holidays and subject to capacity constraints and availability.

## **Article III**

### **Schedule of Work**

3.01. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.

3.02. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a Rider, based on the information provided. If SPAN determines that a Rider cannot safely be transported, SPAN shall decline transportation and shall provide documentation as to the reason why service was declined.

3.03. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the Riders by SPAN under this Agreement. In addition, SPAN shall provide monthly ridership information to the TOWN appointed designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.

3.04. SPAN will inform riders that their trips to the doctor or dentist's office, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services to schedule free transportation through Medicaid by calling toll free 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP, Monday through Friday between 8:00 a.m. and 5:00 p.m., at least two days before their appointment or trip.

3.05 The services provided under this Agreement may be, in part, eligible for reimbursement from the Community Development Block Grant (CDBG) program. SPAN shall comply with all necessary requirements of the CDBG program as set forth in Exhibit "C." The TOWN shall assume all responsibility for CDBG submittals and required reporting, unless otherwise requested in writing to and agreed to by SPAN. SPAN shall provide all information necessary for the TOWN to comply with CDBG requirements.

## **Article IV**

### **Compensation and Method of Payment**

4.01. SPAN is receiving CARES Act, federal funding for transportation operations, which will allow for 100% reimbursed billing without the need for local funding match from the TOWN. SPAN's demand response transportation will be provided to the TOWN without fee for the entirety of the Agreement or until CARES Act funding is expended, whichever occurs first. SPAN invoices will not be sent, nor payments made by TOWN while CARES Act funding is being utilized. Should CARES Act funding be fully expended prior to the end of the Term, the Parties shall mutually agree upon a TOWN local funding match to provide for the services under this Agreement. Such TOWN local funding match shall be in effect from the time when the CARES Act funding is expended until the end of the Term.

4.02. Payment for other support services may be added to the Agreement as follows: None.

## **Article V**

### **Devotion of Time, Personnel, and Equipment**

5.01. SPAN shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should TOWN require additional services not included under this Agreement, SPAN shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with SPAN's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.02. To the extent reasonably necessary for SPAN to perform the services under this Agreement, SPAN shall be authorized to engage the services of any agents, assistants, persons, or corporations that SPAN may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid SPAN hereunder and shall not otherwise be reimbursed by TOWN unless otherwise agreed to in writing.

5.03. The TOWN shall not be required to furnish any facilities, equipment, or personnel necessary to perform the services required under this Agreement unless otherwise provided herein. The Services provided under this Agreement are based on availability.

5.04 SPAN reserves the right to suspend or terminate Riders who violate SPAN's policies and procedures.

## **Article VI**

### **Miscellaneous**

6.01. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.02. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

6.03. Successor and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.04. Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.05. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

6.07. Independent Contractor. It is understood and agreed by and between the Parties that SPAN, in satisfying the conditions of this Agreement, is acting independently. All services to be performed by SPAN pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of TOWN. SPAN shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing contained herein shall constitute or provide for as a waiver of the TOWN's immunity under state or federal law.

6.08. Notice. Any notice required or permitted to be delivered hereunder may be sent by electronic mail, first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for TOWN:  
TOWN Designee  
Hickory Creek, Texas  
1075 Ronald Reagan Ave.  
Hickory Creek, Texas 75065  
940-497-2528

If intended for SPAN:  
Michelle McMahon  
Executive Director  
Span, Inc.  
1800 Malone Street  
Denton, Texas 76201  
940-382-2224 - Office

#### 6.09. Insurance.

(a) SPAN shall during the term hereof maintain in full force and effect the following insurance:

(1) a comprehensive commercial general liability policy of insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to SPAN's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage with an aggregate of \$2,000,000.00.

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by SPAN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$5,000,000.00 combined single limit and aggregate for bodily injury and property damage.

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of SPAN's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) provide TOWN, its officers, and employees with indemnification under all applicable coverage with the exception of Workers Compensation Insurance;

(2) provide for at least thirty (30) days prior written notice to TOWN for cancellation of the insurance.

(3) provide for a waiver of subrogation against TOWN for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. SPAN shall provide written notice to TOWN of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by TOWN.

6.10. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN. It is expressly understood that the TOWN assumes no operational supervision, control or oversight to the services provided under this Agreement. TOWN does not have any ownership or beneficial interest in the business; and does not share any profits or losses generated from the business.

6.11. Indemnification. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF SPAN PURSUANT TO THIS AGREEMENT. SPAN HEREBY WAIVES ALL CLAIMS AGAINST TOWN, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "TOWN") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TOWN OR BREACH OF TOWN'S OBLIGATIONS HEREUNDER. SPAN AGREES TO INDEMNIFY AND SAVE HARMLESS TOWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY SPAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT, OMISSION, OR INTENTIONAL ACT ON THE PART OF SPAN, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS. SPAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SPAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.12. Confidentiality Clause. To the extent allowed by law, including the Texas Public Information Act, both Parties agree to endeavor to take all reasonable measures to keep in confidence the execution, terms and conditions as well as performance of this Agreement, and the confidential data and information of any Party that another Party may know or access during performance of this Agreement ("Confidential



Information”), and shall not disclose, make available or assign such Confidential Information to any third Party without the prior written consent of the Party providing the information.

6.13. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

6.14. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022

TOWN OF HICKORY CREEK, TEXAS

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

ATTEST:

By: \_\_\_\_\_  
Kristi Rogers, Town Secretary

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022

SPAN, INC

By: \_\_\_\_\_  
Michelle McMahon, Executive Director

**EXHIBIT A**  
**SERVICE AREA**

All of Denton County.

**EXHIBIT B**  
**TRANSPORTATION POLICIES AND PROCEDURES**

Attached as separate document, which may be amended from time to time.

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0801-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND VANGUARD CLEANING SYSTEMS CONCERNING JANITORIAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 1<sup>st</sup> of August, 2022.

\_\_\_\_\_  
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:

---

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



July 25, 2022

**Jeffrey McSpedden**  
**Director of Public**  
**Town of Hickory Creek**  
**1075 Ronald Reagan Ave**  
**Hickory Creek, TX 75065**

Dear Jeffrey:

Thank you for the opportunity to present the Vanguard Cleaning Systems proposal for the commercial cleaning of **Town of Hickory Creek**.

As we discussed during our meeting and walk through, the following are areas of concern that you would like addressed with your new cleaning service:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> <b>Trusted Crew</b>              | - Crew Lead has completed Vanguard Initial Certification Program to learn our system and standards. On-going training offered and implemented.   |
| <input checked="" type="checkbox"/> <b>Dedicated Operations Team</b> | - Dedicated Operations Team assigned to your account and will ensure standards are being met through account visits, phone calls, periodic surveys, and responsiveness to your requests. |
| <input checked="" type="checkbox"/> <b>Insured and Bonded</b>        | - Will add customer as additional insured to our Insurance policy upon your request.   |
| <input checked="" type="checkbox"/> <b>Full-Service Provider</b>     | - Can provide all cleaning services to include hard floor care, Carpet cleaning, window cleaning, and upholstery cleaning.   |
| <input checked="" type="checkbox"/> <b>Communication</b>             | - Crew will check nightly and check to see if customer has special requests.   |
| <input checked="" type="checkbox"/> <b>Consumable Ordering</b>       | - At customers request, can order all consumables (toilet paper, paper towels, soap, trash liners) with next day delivery.   |

Please let me know if you have any questions for me as I would be happy to clarify any details within this proposal. Thank you again for the opportunity to earn your business and we look forward to working with **Town of Hickory Creek** in the future!

Best Regards,

Jolynn Kuser  
Office Manager  
Direct 817-856-2763  
jkuser@vanguardcleaning.com



MEMBER



## VANGUARD **CORE VALUES**

### TRUST



**TRUST IS THE FOUNDATION TO OUR RELATIONSHIP.** Every action we take will determine your level of trust in Vanguard. We will work tirelessly to ensure that we always maintain our character, our abilities, and our honesty.

### QUALITY



**WE ARE PROACTIVE.** We have defined controls in our operations process to ensure that quality is consistently delivered. We put our providers through a mandatory and rigorous training. Our #1 goal is to eliminate disruption to your business.

### SERVICE




**WE WILL PICK UP THE PHONE.** Any question or request will be met quickly and pleasantly. We will clearly define a plan of action for any issue that may arise. Your satisfaction determines our success as a business.





# VANGUARD **BENEFITS**

## ***Our commitment to Town of Hickory Creek...***

<b>DEDICATED TEAM</b>	All clients have a dedicated Customer Service Manager. We will initiate monthly communication with you to ensure that we are delivering quality services.	
<b>TRAINED EXPERTS</b>	Vanguard provides extensive in classroom and hands on training for all of our providers.	
<b>ENGLISH SPEAKING</b>	Your main contact will <b><i>always speak English</i></b> so that we can communicate effectively with you and your company.	
<b>CUSTOM SCHEDULES</b>	We are able to design a cleaning program that works around your unique business need and hours of operation.	
<b>24 HOUR ACCESS</b>	All providers and crew supervisors carry cell phones for emergency access and to communicate effectively with you.	
<b>SUPPLY ORDERING</b>	Upon request, you can easily set up supply orders with your Customer Service Representative or Account Manager.	
<b>PEACE OF MIND</b>	<ul style="list-style-type: none"><li>✓ We have <b>\$10m in liability</b> insurance and <b>\$1mbond</b>.</li><li>✓ We have a 30-day cancellation policy. <b>You are not “locked in”</b>.</li></ul>	



**OFFICE BUILDINGS**  
**MEDICAL FACILITIES**  
**SCHOOLS / DAYCARE**  
**AUTO DEALERSHIPS**  
**FITNESS CENTERS**  
**CHURCHES**








## VANGUARD CUSTOMERS









## VANGUARD GREEN

### How **GREEN** brings value to Town of Hickory Creek...

<b>YOUR HEALTH</b>		With our process and equipment, we are able to create a healthy work environment. This helps to improve the overall satisfaction and health of both your employees and customers.
<b>YOUR MONEY</b>		<p>A healthier office is statistically proven to reduce PTO and increases productivity of your team.</p> <p>We are also able to help extend the life of your building by maintaining the cleanliness of your facility.</p>
<b>OUR ENVIRONMENT</b>		We reduce our overall waste output. By using safe chemicals and less of them, we are able to help our customers remove harmful chemicals from your building and wastewater. In turn, we minimize your impact on the environment.

### How **GREEN** is delivered...

<b>GREEN CHEMICALS</b>		Green chemicals are equally, if not more effective than standard commercial cleaning chemicals. They are designed to have fewer toxins and Volatile Organic Compounds (VOCs). Our goal is simple: Keeping your health and best interest in mind.
<b>MICROFIBER</b>		Microfiber removes more dirt than the old tools. Every room is cleaned with a fresh mop head and or applicator so that we don't bring germs from one room (like the bathroom) into another (your office).
<b>HIGH FILTRATION VACUUMS</b>		High Filtration Vacuum's utilize at least 3 separate filters. These filters capture harmful particles and quickly remove them from your environment. You have better air quality as a result.
<b>GREEN SUPPLIES</b>		We recommend using recycled paper and liner products. We can order these products for you upon request! Please let us know if you would like to see our pricing and our order form.



# VANGUARD SERVICE SCHEDULE

## GENERAL OFFICE AREAS FOR TOWN OF HICKORY CREEK

### **SERVICES PERFORMED EACH VISIT...**

- Dust furniture, desks, chairs, credenzas, tables, and cabinets / spot clean spills..
  - ✓ *Papers and items on this furniture will not be moved unless specifically requested.*
- Empty waste and recycling containers and remove trash to the designated area. \*
- Spot clean entrance glass doors and wipe down any metal frames in entry way.
- Spot clean specified partition glass.
- Wipe down drinking fountains throughout facility.
- Vacuum designated carpeted areas.
- Dust mop ceramic and resilient floor areas and spot clean to remove spills and stains.
- Return chairs, furniture, and waste containers to proper positions.
- Lock designated office doors upon completion of cleaning.

### **SERVICES PERFORMED EACH WEEK...**

- Full and thorough detail mopping of all hard flooring.
- Dust window ledges, tops of partitions.
- Dust and remove debris from metal entrance thresholds.
- Clean and dust office equipment as requested.
- Damp mop ceramic and resilient floors.
- Thorough detail vacuuming in corners and edges.

### **SERVICES PERFORMED EACH MONTH...**

- Dust high reach areas including:
  - ✓ *Shelves, ledges, vents, HVAC grills, fans, and lighting up to twelve (12) feet.*
- Dust Venetian blinds.
- Remove cobwebs.
- Clean baseboards, carpet edges and corners.
- Vacuum upholstered furniture.





## VANGUARD SERVICE SCHEDULE

### KITCHEN, BREAK AND OR LUNCH ROOM AREA:

#### **SERVICES PERFORMED EACH VISIT...**

- Damp wipe table tops, counters, and exteriors of cabinets.
- Empty trash containers and remove trash to the designated areas. \*
- Damp wipe exterior and interior of microwave ovens.
- Vacuum carpeted areas.
- Sweep or dust mop and damp mop resilient flooring to remove spills and stains.
- Clean and sanitize sinks.
- Wipe exterior of refrigerator.

### RESTROOM AREAS:

#### **SERVICES PERFORMED EACH VISIT...**

- Restock toilet paper, paper towels, hand soap, and other supplies. \*
- Empty trash containers and remove trash to the designated areas. \*
- Sweep or dust mop, and wet mop and sanitize ceramic and resilient floor surfaces.
- Clean and sanitize the following with germicidal disinfectant:
  - ✓ *Fixtures including toilet bowls, toilet seats, and urinals.*
  - ✓ *Spot cleaning of partitions and walls*
  - ✓ *All sinks*
  - ✓ *Counters*
  - ✓ *Door handles*
- Clean mirrors, glass and chrome.



\*Client is responsible for supplies (trash liners, soap, toilet paper, hand towels, etc.). Purchase of these products can be arranged through Vanguard.



## VANGUARD SPECIFICATIONS

### AREAS TO BE SERVICED...

- |                        |                              |
|------------------------|------------------------------|
| ✓ Office Areas         | ✓ Entry Way                  |
| ✓ Common Areas         | ✓ Lobby                      |
| ✓ Kitchen / Break Room | ✓ Dedicated Operations Team  |
| ✓ Rest Rooms           | ✓ Cleaning Supplies Included |
| ✓ Conference Room      | ✓                            |



### FLOOR PROGRAM AVAILABLE FOR TOWN OF HICKORY CREEK

AREA	PROJECTS	FREQUENCY	PRICE PER JOB
AREA	Carpet Extraction	Per Request	25 cents per sq ft
AREA	Strip and Wax	Per Request	38 cents per sq ft
AREA	Floor Buff	Per Request	12 cents per sq ft
AREA	Auto Scrubbing	Per Request	28 cents per sq ft



## VANGUARD PRICING

### CUSTOMER

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

### DETAILS

PRICE

**\$950.00  
PER MONTH**

FREQUENCY

**2X WEEK (M,TH)**

START TIME

**DAY CLEAN ONLY**

## VANGUARD ONBOARDING PROCESS

- 1 CONFIRMATION**

Please let us know if you would like to request any changes to the schedule or pricing as we are willing to accommodate any changes.
- 2 SIGNATURE**

Our contract is on the following page. We have a 30-day cancellation policy on our agreements. No loop holes. We will do everything possible to maintain your satisfaction when you sign with Vanguard.
- 3 SUBMIT AGREEMENT**

You are welcome to submit the contract via PDF/EMAIL or to our fax line. That number is **972-386-0328**.
- 4 WELCOME**

You will receive a detailed email from our operations team explaining our on-boarding process and then a phone call to set up our initial in-person meeting with your provider.
- 5 INTRODUCTION**

You will meet your provider in person. We will tour your facility and fully understand what you expect from us. We will always kick off our relationship professionally.



## VANGUARD CLEANING SYSTEMS OF DALLAS-FORT WORTH | **CLEANING CONTRACT AGREEMENT**

The undersigned hereby accepts the proposal of VANGUARD CLEANING SYSTEMS to supply janitorial services for our premises located at:

**Town of Hickory Creek  
1075 Ronald Reagan Ave  
Hickory Creek, TX 75065**

With the following terms:

1. Beginning 8/2/2022 VANGUARD CLEANING SYSTEMS will provide services in the evenings **2X Week (M,Th), Day Clean, at a monthly cost of \$950.00 plus taxes (if applicable).**
2. The contract price is valid for one year and has been computed on the basis of prevailing costs and current occupancy. The price is subject to future adjustment based upon substantial changes in cleaning requirements.
3. Any work performed on the Public Holidays of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will require an additional service day charge.
4. Vanguard will require upon acceptance one set of keys for Service Provider.
5. Vanguard will perform all janitorial services specified in the Service Schedule in a satisfactory manner.
6. This agreement is for a term of (1) year. The agreement shall be renewable on the anniversary date with the same terms and conditions, unless either party shall give written notice of termination, at least (45) days prior to said anniversary date. Otherwise, this agreement may be terminated for non-performance only, and the terminating party must give the other party written notice specifying in detail the nature of any defect in performance. The non-terminating party shall have (15) days to cure, to the reasonable satisfaction of the terminating party. If satisfaction is not achieved the terminating party shall notify the non-terminating party in writing of failure to cure and give (30) days' notice of cancellation thereafter.
7. All cleaning equipment and cleaning supplies will be furnished by Vanguard with the exception of toiletries, liners and paper supplies which can be purchased through Vanguard. If not added into the contract, any Customer request for use of specific cleaning products will be provided at customer's expense.
8. Invoicing is at the beginning of each month for that month's service, with current payment due by the 5th of the following month, delinquent by the 10th. All payments should be mailed to Vanguard Cleaning Systems, 2201 Brookhollow Plaza Drive, Suite 445, Arlington TX 76006.

### ACCEPTED:

\_\_\_\_\_  
**Town of Hickory Creek**

\_\_\_\_\_  
**Vanguard Cleaning Systems**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Date Signed**





## VANGUARD OPTIONAL SERVICES

The following services are available to our customers upon request at an additional charge.

### HARD SURFACE FLOORS

Hard surface finished floors are maintained through a scheduled maintenance program incorporating the following elements:

**STRIP AND REFINISHING:** removal of all old floor finish (stripping), thorough cleaning and rinsing of the bare floor surface, and reapplication of several coats of new floor finish to protect the floor from damage and optimize appearance.

**SCRUB AND RECOAT:** Periodic interim maintenance involving removal of top layer of floor finish, thorough cleaning of the floor, and reapplication of finish. Performance of Scrub and Recoat jobs extends the useful life of the floor finish, saving money by reducing the frequency of more costly Strip and Refinish jobs.

**SPRAY BUFFING OR HIGH-SPEED BURNISHING:** Restores shine to finished floors to keep them looking their best. Depending on the traffic and requirements of the facility, Buffing or Burnishing may be performed anywhere from quarterly (low traffic areas) to monthly (typical office building lobbies and hallways) or more frequently (hospitals, supermarkets and other retail environments).

### CARPET CLEANING

Periodically carpet cleaning is advisable to extend the carpet life and keep it looking great. Vanguard franchisees can provide your facility with several carpet cleaning options.

**EXTRACTION:** Hot water with cleaning solution is sprayed onto the carpets, agitated into the carpet fibers, and vacuumed out.

**SHAMPOO:** In buildings where it is not possible to avoid walking on the carpets for 5-6 hours, shampooing allows for quicker drying of the carpet than extraction.

**BONNET CLEANING:** This is an interim maintenance method that is often utilized for high traffic areas to keep the appearance clean in between more intensive cleanings.

**DRY METHODS:** May be best for carpets that are more prone to moisture damage or that have round-the-clock foot traffic.



### OTHER SERVICES...

- **WINDOW WASHING**
- **POWER WASHING**
- **DETAIL CLEANING**
- **TURN OVER CLEANING**
- **TOUCHPOINT CLEANING**
- **ELECTROSTATIC DISINFECTION**



## Priority Signs and Graphics

1010 E Dallas Road, Suite 100  
Grapevine, TX 76051  
817-260-0700

To Whom It May Concern,

Priority Signs and Graphics would like to file for a variance at 8380 S Stemmons Fwy for Thousand Hills Church. The total height of the stacked letters is over 6', the church wished to just have there name on the building which would be compliant but the city requested we add Hickory Creek below the name of the church and this subsequently has pushed us past what is allowed.

Respectfully,

*Adam O'mary*

Adam O'mary

Priority Signs and Graphics



**PRIORITY  
SIGNS & GRAPHICS**

Where customer service  
is our top priority!

22-050911-01



South East Elevation






*Illumination - simulation only*

**Scope of work:**  
Manufacture and install new  
channel letter sign



Front Elevation - Existing

	Client: Thousand Hills Church	Sales: Adam O'Mary	Revisions:	Initials/Date:	<b>TSCL# 18741</b> <small>THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.</small> <small>© COPYRIGHT 2014, BY PRIORITY SIGNS AND GRAPHICS. ALL DESIGNS PRESENTED ARE THE SOLE PROPERTY OF PRIORITY SIGNS AND GRAPHICS AND MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT WRITTEN PERMISSION FROM PRIORITY SIGNS AND GRAPHICS.</small> <small>PHOTO ELEVATION DEPICTION INTENDED FOR GENERAL CONCEPT ILLUSTRATION. ACTUAL SIZING AND PERSPECTIVE WILL VARY SLIGHTLY FROM IMAGE.</small>
	Location: 8380 S Stemmons Frwy, Hickory Creek, TX 75065	Designer: Michael	1 -	-	
	Contact: Pastor Ben De Boef	Contact #: 940-305-0700	2 -	-	
	Email: bdeboef@thousandhillspeople.org	Date: 05/04/2022	3 -	-	
	Approval Signature:		4 -	-	
			 INTERNATIONAL SIGN ASSOCIATION	 MEMBER	



North East Elevation






Illumination - simulation only

**Scope of work:**  
Manufacture and install new  
channel letter sign

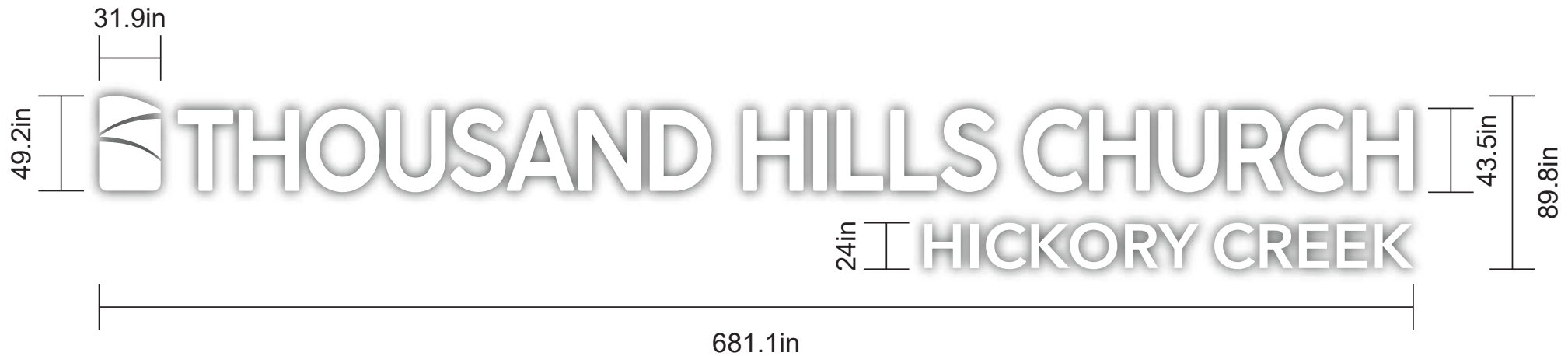


Existing

	Client: Thousand Hills Church	Sales: Adam O'Mary	Revisions:	Initials/Date:	<div>TSCL# 18741</div> <div>THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.</div> <div>© COPYRIGHT 2014, BY PRIORITY SIGNS AND GRAPHICS. ALL DESIGNS PRESENTED ARE THE SOLE PROPERTY OF PRIORITY SIGNS AND GRAPHICS AND MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT WRITTEN PERMISSION FROM PRIORITY SIGNS AND GRAPHICS.</div> <div>PHOTO ELEVATION DEPICTION INTENDED FOR GENERAL CONCEPT ILLUSTRATION. ACTUAL SIZING AND PERSPECTIVE WILL VARY SLIGHTLY FROM IMAGE.</div>
	Location: 8380 S Stemmons Frwy, Hickory Creek, TX 75065	Designer: Michael	1 -	-	
	Contact: Pastor Ben De Boef	Contact #: 940-305-0700	2 -	-	
	Email: bdeboef@thousandhillpeople.org	Date: 05/04/2022	3 -	-	
	Approval Signature:		4 -	-	
			 INTERNATIONAL SIGN ASSOCIATION		



22-050911-01 & 02



### Sign Specifications:

**3" d Front Channel Letters**

**Illumination:** White LEDs (3 times normal amount)

**Faces:** White Acrylic #7238

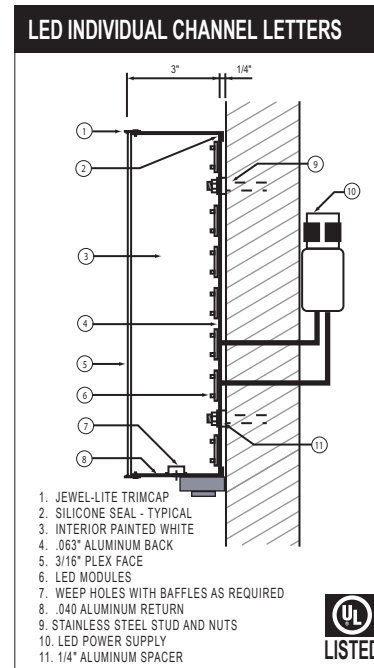
**Returns:** 3" d Black




**Trimcap:** 1" d GemX Dove Gray

**Mounted:** Flush 3/8 fasteners

**Qty:** 2

**S.F.:** 424.7



	Client: Thousand Hills Church	Sales: Adam O'Mary	Revisions:	Initials/Date:	<div>TSCL# 18741</div> <div>THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.</div> <div>© COPYRIGHT 2014, BY PRIORITY SIGNS AND GRAPHICS. ALL DESIGNS PRESENTED ARE THE SOLE PROPERTY OF PRIORITY SIGNS AND GRAPHICS, AND MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT WRITTEN PERMISSION FROM PRIORITY SIGNS AND GRAPHICS.</div> <div>PHOTO ELEVATION DEPICTION INTENDED FOR GENERAL CONCEPT ILLUSTRATION. ACTUAL SIZING AND PERSPECTIVE WILL VARY SLIGHTLY FROM IMAGE.</div>
	Location: 8380 S Stemmons Frwy, Hickory Creek, TX 75065	Designer: Michael	1 -	-	
	Contact: Pastor Ben De Boef	Contact #: 940-305-0700	2 -	-	
	Email: bdeboef@thousandhillspeople.org	Date: 05/04/2022	3 -	-	
	Approval Signature:		4 -	-	
			 INTERNATIONAL SIGN ASSOCIATION	 MEMBER	

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0801-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AMENDMENT TO 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 amendment to the development agreement with 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 23<sup>rd</sup> day of May, 2022.

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0801-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK REGARDING PARTICIPATION IN DENTON COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE THREE PROGRAM YEAR PERIOD, FISCAL YEAR 2023 THROUGH FISCAL YEAR 2025.**

**WHEREAS**, Title I of the Housing and Community Act of 1974, as amended through the Housing and Community Act of 1992, establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income, and

**WHEREAS**, Denton County has been designated an "Urban County" by the Department of Housing and Urban Development entitled to a formula share of Community Development Block Grant (CDBG) program funds provided said County has a combined population of 200,000 persons in its unincorporated areas and units of general local government with which it has entered into cooperative agreements, and

**WHEREAS**, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities, and

**WHEREAS**, the TOWN OF HICKORY CREEK may not apply for grants under the State CDBG Program from appropriations for fiscal years during the period in which it is participating in Denton County's CDBG program, and

**WHEREAS**, through cooperative agreements Denton County has authority to carry out activities funded from annual Community Development Block Grant (CDBG) Allocation from Federal Fiscal Years 2023, 2024, and 2025, from any program income generated from the expenditure of such funds and any successive qualification periods under automatic renewal, and

**WHEREAS**, this cooperative agreement covers Federal Fiscal Years 2023, 2024, and 2025, it will automatically be renewed for participation in successive three-year qualification periods, unless the County or the TOWN OF HICKORY CREEK informs HUD with written notice to elect to not participate in a new qualification period, and

**WHEREAS**, the cooperative agreement will be automatically renewed by the date specified in HUD's urban county qualification notice for the next qualification period, Denton County will notify TOWN OF HICKORY CREEK in writing of its right not to participate, and

**WHEREAS**, with automatic renewal, Denton County and the TOWN OF HICKORY CREEK will be required to adopt and submit to HUD any amendment to the agreement incorporating changes necessary to meet the requirements set forth in an Urban County Qualification Notice, and



**WHEREAS**, Denton County and the TOWN OF HICKORY CREEK agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, and

**WHEREAS**, Denton County and TOWN OF HICKORY CREEK will take all actions necessary to assure compliance under section 104(b) of Title I of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, and

**WHEREAS**, Denton County will not fund activities in, or in support of the TOWN OF HICKORY CREEK that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification, and

**WHEREAS**, Denton County and the TOWN OF HICKORY CREEK will comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, of Title II of the Americans with Disabilities Act, Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws, and

**WHEREAS**, the TOWN OF HICKORY CREEK has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and

**WHEREAS**, the TOWN OF HICKORY CREEK has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions, and

**WHEREAS**, in accordance with 24 CFR 570.501(b), Denton County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to U.S. Department of Housing and Urban Development, on the use of program income, and

**WHEREAS**, pursuant to 24 CFR 570.501(b), the TOWN OF HICKORY CREEK is subject to the same requirements applicable to sub recipients, including the requirement of a written agreement as described in 24 CFR 570.503, and

**WHEREAS**, Denton County and TOWN OF HICKORY CREEK may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan town, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

**NOW, THEREFORE, BE IT RESOLVED**, by the TOWN OF HICKORY CREEK that the TOWN Council of HICKORY CREEK, Texas supports the application of Denton County for funding from Housing and Community Development Act of 1974, as amended, and Cranston-Gonzalez National Affordable Housing Act, as amended, and asks that its population be included for three successive years with that of Denton County, Texas to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and Affordable Housing activities under Public Law 101-625, and authorizes the Mayor of HICKORY CREEK, Texas to sign such additional forms as requested by the Department of Housing and Urban Development pursuant to the purposes of the Resolution, and further that the TOWN OF HICKORY CREEK projects and filing annual grant requests.

**BE IT FURTHER RESOLVED**, this cooperative agreement will automatically be renewed for participation in successive three-year qualification periods, unless Denton County or the TOWN OF HICKORY CREEK provides written notice it elects not to participate in a new qualification period. Denton County will notify the TOWN OF HICKORY CREEK in writing of its right to make to such election on the date specified by the U.S. Department of Housing and Urban Development in HUD's urban county qualification notice for the next qualification period. Any amendments or changes contained within the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period must be adopted by Denton County and the TOWN OF HICKORY CREEK and submitted to HUD. Failure by either party to adopt such an amendment to the agreement will void the automatic renewal of this agreement.

This agreement remains in effect until CDBG funds and income received during the fiscal 2023, 2024, 2025 programs, and to any successive qualification periods provided through the automatic renewal of this agreement, are expended and the funded activities completed, neither Denton County nor the TOWN OF HICKORY CREEK may terminate or withdraw from the agreement while the agreement remains in effect.

Official notice of amendments or changes applicable for a subsequent three-year urban county agreement shall be in writing and be mailed by certified mail to the Town Secretary of the TOWN OF HICKORY CREEK. Any notice of changes or amendments to this agreement by the TOWN OF HICKORY CREEK to Denton County shall be in writing to the Denton County Judge's Office.

SIGNED on this the 1<sup>st</sup> day of August, 2022.

---

Kristi Rogers, Town Secretary

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Lynn Clark, Mayor

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

Commissioners Court Clerk

---

Judge Andy Eads, County Judge



**STATE OF TEXAS**

**COUNTY OF DENTON**

§  
§  
§

**COMMUNITY DEVELOPMENT**

**BLOCK GRANT PROGRAM**

**JOINT ADMINISTRATIVE AGREEMENT FOR ADMINISTRATION**

Pursuant to Texas Local Government Code Chapter 373 and Section 381.003, Texas cities and counties are authorized to conduct essential housing and community development activities; and pursuant to Texas Government Code Chapter 791, Texas cities and counties are authorized to enter into cooperative agreements.

This agreement is entered into by and between **DENTON COUNTY** (“COUNTY”), a political subdivision of the State of Texas, and the **TOWN OF HICKORY CREEK**, (“TOWN”) a municipal corporation under the laws of the State of Texas (also known individually as a “Party” or, collectively, the “Parties”).

The **TOWN OF HICKORY CREEK**, has chosen to have its population included as a portion of COUNTY’s population in COUNTY’s “Urban County” applications to the U.S. Department of Housing and Urban Development (“HUD”) for the Community Development Block Grant (“CDBG”) Program, the HOME Investment Partnership (“HOME”) Program, and Emergency Solutions Grants (“ESG”) Program (collectively, the “Grant Applications”), and COUNTY is willing to include TOWN’s population in the Grant Applications

This Agreement is effective for the three fiscal years qualification period of Fiscal Years 2023- 2025. This Agreement remains in effect until the CDBG Program funds and income received with respect to the three fiscal years qualification period and any successive qualification periods are expended and the funded activities are completed, and the Parties may not terminate or withdraw from this Agreement while it remains in effect. This Agreement will automatically renew for each new three fiscal year Urban County qualification period, unless TOWN or COUNTY provides written notice of its intention to end its participation in this Agreement to the other Party before the end of a three fiscal years qualification period. The termination notice must also be sent to the HUD Field Office.

This **JOINT ADMINISTRATIVE AGREEMENT** is made and entered into by and between the TOWN Council of the **TOWN OF HICKORY CREEK** and **DENTON COUNTY** and the parties hereby AGREE as follows:

1. The Parties will cooperate to undertake, or assist in undertaking, community renewal and lower-income-housing-assistance activities.

2. The Parties will take all actions necessary to assure compliance with the Urban County's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, and implementing regulations at 24 CFR part 1, and the Fair

Housing Act, and the implementing Attachment B - Exhibit A regulations at 24 CFR part 100, will affirmatively further fair housing. The Parties will take all actions necessary to assure compliance with the Urban County's certification required by section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The Parties will also comply with any other applicable laws.

3. The Parties will take all required actions to comply with the provisions of the National Environment Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.
4. The Parties will affirmatively further fair housing within the jurisdiction of the TOWN and the COUNTY.
5. The COUNTY and the TOWN have adopted and are enforcing a policy prohibiting the use of excessive force by law enforcement agencies with its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is in the subject of such non-violent civil rights demonstrations within the jurisdiction.
6. Neither Party to this Agreement may veto or in any other way obstruct the implementation of the approved Consolidated Plan (the "Plan") during the period for which COUNTY is seeking to qualify as an Urban County, nor may either Party be required to undertake any activities not specifically in the Plan. In addition, nothing contained in this Agreement will deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which it presently possesses.
7. Pursuant to 24 CFR 570.501 (b), TOWN is subject to the same requirements applicable to subrecipients, including the requirements for a written Attachment B - Exhibit A agreement set forth in 24 CFR 570.503.
8. TOWN may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan TOWN, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

9. COUNTY will adhere to HUD requirements regarding public hearings and will have final responsibility for selection of projects, the filing of annual grant request, and the preparation of annual performance reports.
10. COUNTY has the final responsibility for submitting the consolidate Plan to HUD
11. TOWN may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in COUNTY's CDBG program.

This Joint Administrative Agreement is executed on behalf of the **TOWN OF HICKORY CREEK** and **DENTON COUNTY** by its duly authorized officials.

**TOWN OF HICKORY CREEK**

---

Lynn Clark, Mayor of Hickory Creek

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022


---

**DENTON COUNTY, TEXAS**

---

Andy Eads, County Judge

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022

<div>   </div> TOWN OF HICKORY CREEK		
MEDICAL	CURRENT PLAN	RENEWAL PLAN
Benefits	TML Copay 1K-3K ER	Copay 1K-3K ER
Annual Deductible (single/family)	\$1,000 / \$2,000	\$1,000 / \$2,000
Out-of-pocket Maximum	\$3,000 / \$6,000	\$3,000 / \$6,000
Coinsurance In-Network / Out of Network	80% / 50%	80% / 50%
Copay	\$30 (Tela \$0)	\$30 (Tela \$0)
Specialist Copay	\$45	\$60
Preventive Care	Covered at 100%	Covered at 100%
In-Patient Hospital	20% after Deductible	20% after Deductible
Out-Patient Hospital	20% after Deductible	20% after Deductible
Emergency Room Copay	\$500 Facility Fee + 20% after Deductible	\$500 Facility Fee + 20% after Deductible
Urgent Care Copay	\$75	\$75
Diagnostic Lab/X-Ray w/ office visit	20% after Deductible	20% after Deductible
Pharmacy Services		
Tier I	\$10 Copay	\$10 Copay
Tier 2	\$40 Copay	\$45 Copay
Tier 3	\$70 Copay	\$90 Copay
Tier 4	\$100 Copay	\$150 Copay
Tier 5	\$150 Copay	\$175 Copay
Infusion Copay		\$ 30 OV/\$500 IN.OP
EMPLOYEE COUNTS:		
Employee Only	13	13
Employee & Spouse	1	1
Employee & Child(ren)	4	4
Employee & Family	6	6
TOTAL EMPLOYEE COUNT	24	24
BILLED PREMIUM:		
Employee Only	\$681.56	\$681.56
Employee & Spouse	\$1,356.48	\$1,356.48
Employee & Child(ren)	\$1,179.58	\$1,179.58
Employee & Family	\$1,959.34	\$1,959.34
Total Monthly Premium	\$26,691.12	\$26,691.12
Total Annual Premium	\$320,293.44	\$320,293.44
Employer Monthly Cost Per Employee based upon current contribution *		
Employee Only	\$681.56	\$681.56
Employee Spouse	\$1,019.02	\$1,019.02
Employee Child(ren)	\$930.57	\$930.57
Employee Family	\$1,320.45	\$1,320.45
Employer Monthly Cost Per Employee based upon current contribution *		
Employer Annual Cost	\$258,291.36	\$258,291.36
*100% of Employee Cost and 50% of Dependent Cost		
Employee Cost Per Month		
Employee Only	\$0.00	\$0.00
Employee Spouse	\$337.46	\$337.46
Employee Child(ren)	\$249.01	\$249.01
Employee Family	\$638.89	\$638.89
Employee Cost Per Pay Period (26 Pay Periods)		
Employee Only	\$0.00	\$0.00
Employee Spouse	\$155.75	\$155.75
Employee Child(ren)	\$114.93	\$114.93
Employee Family	\$294.87	\$294.87

VISION	CURRENT PLAN	RENEWAL PLAN
Benefits	TML	TML
Network	EyeMed	EyeMed
Benefit Frequency	12 / 12 / 12	12 / 12 / 12
Exam Copay	\$10	\$10
Materials Copay	\$15	\$15
Frame Allowance	\$175	\$175
Contacts Allowance	\$175	\$175
Rate Guarantee	1 year	1 year
EMPLOYEE COUNTS:		
Employee Only	9	9
Employee & Spouse	2	2
Employee & Child(ren)	3	3
Employee & Family	4	4
BILLED PREMIUM:		
Employee Only	\$7.22	\$7.22
Employee & Spouse	\$13.71	\$13.71
Employee & Child(ren)	\$14.43	\$14.43
Employee & Family	\$18.40	\$18.40
Total Monthly Premium	\$209.29	\$209.29
Total Annual Premium	\$2,511.48	\$2,511.48
Employee Annual Cost	\$0.00	\$0.00
Employee Cost Per Pay Period (26 Pay Periods)		
Employee Only	\$3.33	\$3.33
Employee Spouse	\$6.33	\$6.33
Employee Child(ren)	\$6.66	\$6.66
Employee Family	\$8.49	\$8.49



LIFE	CURRENT PLAN	RENEWAL PLAN	NEW PLAN
Rates	Blue Cross/Dearborn	Blue Cross/Dearborn	Renaissance
Life Rate per \$1,000	\$0.109	\$0.120	\$0.105
AD&D Rate per \$1,000	\$0.033	\$0.033	\$0.025
Combined Life/AD&D Rate per \$1,000	\$0.142	\$0.153	\$0.130
Total Monthly Volume	\$3,121,000	\$3,121,000	\$3,121,000
Total Monthly Premium	\$443.18	\$477.51	\$405.73
Total Annual Premium	\$5,318.18	\$5,730.16	\$4,868.76
Benefits			
Class 1 Description:	All Eligible Employees	All Eligible Employees	All Eligible Employees
Life Amount	2 X Salary	2 X Salary	2 X Salary
AD&D Amount	2 X Salary	2 X Salary	2 X Salary
Age Reduction Schedule			
First Reduction	35% at age 70	35% at age 70	35% at age 70
Second Reduction	50% at age 75	50% at age 75	50% at age 75
Conversion / Portability	Included	Included	Included
Waiver of Premium	Included	Included	Included
Elimination Period	9 months	9 months	9 months
Maximum Age Duration	To Age 65	To Age 65	To Age 65
Accelerated Benefit	100% of Benefit	100% of Benefit	100% of Benefit
Maximum Benefit	\$200,000	\$250,000	\$250,000
Enhanced Product Services			
Employee Assistance Program			
Beneficiary Resources Services			
Employee Annual Cost	\$5,318.18	\$5,730.16	\$4,868.76
Employee Cost Per Pay Period (26 Pay Periods)	\$0.00	\$0.00	\$0.00

DENTAL	CURRENT PLAN	RENEWAL PLAN	NEW PLAN
Benefits	Dental Select	Dental Select	Renaissance
Annual Deductible (single/family)	\$50 / \$150	\$50 / \$150	\$50 / \$150
Preventive Care	100%	100%	100%
Basic Services	80%	80%	80%
Major Services	50%	50%	50%
Endodontics / Periodontics	80%	80%	80%
Annual Max Per Member	\$2,000	\$2,000	\$2,000
Child Orthodontics	Child Only to Age 19	Child Only to Age 19	Child Only to Age 19
Orthodontics Lifetime Max	\$2,000	\$2,000	\$2,000
Out of Network Benefits	90th %	90th %	90th %
Rate Guarantee	12 Months	12 Months	12 Months
EMPLOYEE COUNTS:			
Employee Only	14	14	14
Employee & Spouse	3	3	3
Employee & Family	6	6	6
TOTAL EMPLOYEE COUNT	23	23	23
BILLED PREMIUM:			
Employee Only	\$32.36	\$38.04	\$35.26
Employee +1	\$75.63	\$88.92	\$82.40
Employee & Family	\$117.15	\$137.73	\$127.63
Total Monthly Premium	\$1,382.83	\$1,625.70	\$1,506.62
Total Annual Premium	\$16,593.96	\$19,508.40	\$18,079.44
Employer Annual Cost	\$8,931.36	\$10,499.04	\$9,731.76
Employee Cost Per Pay Period (26 pay periods)			
Employee Only	\$0.00	\$0.00	\$0.00
Employee Spouse	\$19.97	\$23.48	\$21.76
Employee Family	\$39.13	\$46.01	\$42.63

LTD	CURRENT PLAN	RENEWAL PLAN	NEW PLAN
Rates	Blue Cross/Dearborn	Blue Cross/Dearborn	Renaissance
Rate per \$100	\$0.429	\$0.429	\$0.360
Volume of Covered Payroll	\$131,211	\$131,211	\$131,211
Total Monthly Premium	\$562.90	\$562.90	\$472.36
Total Annual Premium	\$6,754.74	\$6,754.74	\$5,668.32
Benefits			
Class 1 Description:	All Eligible Employees	All Eligible Employees	All Eligible Employees
Benefit Percentage	60% of monthly earnings	60% of monthly earnings	60% of monthly earnings
Maximum Monthly Amount	\$6,000	\$6,000	\$5,000
Elimination Period	90	90	180 Days
Maximum Benefit Duration	SSNRA	SSNRA	To Age 65 - Reducing Duration applied after Age 62
Own Occupation	24 Months	24 Months	24 Months
Partial Disability Earnings Test:	Included	Included	Included
During Own Occ. Period	80%	80%	80%
During Any Occ. Period	60%	60%	60%
Limitations:			
Mental/Nervous (M/N)	24 Months	24 Months	24 Months
Substance Abuse (SA)	24 Months	24 Months	24 Months
Are limitations per occurrence or lifetime?	Lifetime	Lifetime	Lifetime
Pre-existing condition exclusion	3 / 12	3 / 12	3 / 12
Rates Guaranteed Through			24 Months
Employeeer Annual Cost	\$6,754.74	\$6,754.74	\$5,668.32
Employee Cost Per Pay Period (26 Pay Periods)	\$0.00	\$0.00	\$0.00

STD	CURRENT PLAN	RENEWAL PLAN	NEW PLAN
Rates	Blue Cross/Dearborn	Blue Cross/Dearborn	Renaissance
Rate per \$10	\$0.220	\$0.220	\$0.190
Volume of Weekly Benefit	\$18,283	\$18,283	\$18,283
Total Monthly Premium	\$402.23	\$402.23	\$347.38
Total Annual Premium	\$4,826.71	\$4,826.71	\$4,168.52
Benefits			
Class 1 Description:	All Eligible Employees	All Eligible Employees	All Eligible Employees
Benefit Percentage	60%	60%	60%
Maximum Weekly Amount	\$1,500	\$1,000	\$1,500
Elimination Period - Accident	14 Days	14 Days	14 Days
Elimination Period - Sickness	14 Days	14 Days	14 Days
Maximum Benefit Duration	11 weeks	11 weeks	11 weeks
Rates Guaranteed Through			24 months
Employeer Annual Cost	\$4,826.71	\$4,826.71	\$4,168.52
Employee Cost Per Pay Period (26 Pay Periods)	\$0.00	\$0.00	\$0.00

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0801\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND HALFF ASSOCIATES, INC. CONCERNING A COMPREHENSIVE PLAN UPDATE, AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a proposed agreement for professional engineering services for the development of a comprehensive plan, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 1<sup>st</sup> day of August, 2022.

\_\_\_\_\_  
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  
RESOLUTION NO. 2022-0801-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND PAVLOV MEDIA, INC. CONCERNING HIGH SPEED BROADBAND INTERNET INFRASTRUCTURE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a proposed agreement with Pavlov Media, Inc. (hereinafter the "Agreement") for high-speed broadband internet infrastructure according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

**WHEREAS**, the Agreement will allow for the Town to invest to acquire long term rights to fiber optic infrastructure capable of providing multi gigabit service to key government facilities, including administration, public safety, public health and other functions; and

**WHEREAS**, the fiber optic infrastructure contemplated by the Agreement will allow government to scale its internal public health and public safety communications and communication to citizens in a scalable, resilient, and secure manner; and

**WHEREAS**, the implementation of a government communications platform of the type contemplated by the Agreement will address needs for secure and scalable communications uncovered during the COVID-19 pandemic; and

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

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

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas  
this 1<sup>st</sup> of August, 2022.

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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**  
**RESOLUTION NO. 2022-0801-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, PROPOSING A TAX WHICH REPRESENTS THE NO-NEW-REVENUE TAX RATE FOR 2022; SETTING A DATE, TIME AND PLACE TO ADOPT THE 2022 TAX RATE.**

**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 proposes a tax rate which represents the No-New-Revenue Tax Rate; providing the Town with same amount of tax revenue as the prior year from existing property plus additional tax revenue from any new properties.

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

**Section 1:** The Town Council proposes a tax rate for the 2022 tax year of \$0.270317 per \$100 per valuation which represents the No-New-Revenue Tax Rate.

**Section 2:** The Town Council hereby approves the placement of an item on the September 15, 2022 Town Council special meeting agenda to vote to adopt the proposed tax rate of 0.270317 per \$100 valuation, said meeting to be held at 6:00 p.m. in the Town Council Chambers of the Town Hall of the Town of Hickory Creek, Texas.

**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 1<sup>st</sup> day of August, 2022.

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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

# 2022 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

Form 50-856

TOWN OF HICKORY CREEK

Taxing Unit Name

Phone (area code and number)

<https://www.hickorycreek-tx.gov/>

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>2021 total taxable value.</b> Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	\$ 739,441,745
2.	<b>2021 tax ceilings.</b> Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$ 0
3.	<b>Preliminary 2021 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 739,441,745
4.	<b>2021 total adopted tax rate.</b>	\$ 0.307280 /\$100
5.	<b>2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.</b>	
	A. Original 2021 ARB values: ..... \$ 14,062,392	
	B. 2021 values resulting from final court decisions: ..... - \$ 12,881,000	
	C. 2021 value loss. Subtract B from A. <sup>3</sup>	\$ 1,181,392
6.	<b>2021 taxable value subject to an appeal under Chapter 42, as of July 25.</b>	
	A. 2021 ARB certified value: ..... \$ 2,910,991	
	B. 2021 disputed value: ..... - \$ 582,198	
	C. 2021 undisputed value. Subtract B from A. <sup>4</sup>	\$ 2,328,793
7.	<b>2021 Chapter 42 related adjusted values.</b> Add Line 5C and Line 6C.	\$ 3,510,185

<sup>1</sup> Tex. Tax Code § 26.012(14)

<sup>2</sup> Tex. Tax Code § 26.012(14)

<sup>3</sup> Tex. Tax Code § 26.012(13)

<sup>4</sup> Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	<b>2021 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 742,951,930
9.	<b>2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021.</b> Enter the 2021 value of property in deannexed territory. <sup>5</sup>	\$ 0
10.	<b>2021 taxable value lost because property first qualified for an exemption in 2022.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. <b>A. Absolute exemptions.</b> Use 2021 market value: ..... \$ 5,195,080 <b>B. Partial exemptions.</b> 2022 exemption amount or 2022 percentage exemption times 2021 value: ..... + \$ 395,267 <b>C. Value loss.</b> Add A and B. <sup>6</sup>	\$ 5,590,347
11.	<b>2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022.</b> Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. <b>A. 2021 market value:</b> ..... \$ 431,999 <b>B. 2022 productivity or special appraised value:</b> ..... - \$ 239 <b>C. Value loss.</b> Subtract B from A. <sup>7</sup>	\$ 431,760
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 6,022,107
13.	<b>2021 captured value of property in a TIF.</b> Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	<b>2021 total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ 736,929,823
15.	<b>Adjusted 2021 total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$ 2,264,437
16.	<b>Taxes refunded for years preceding tax year 2021.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. <sup>9</sup>	\$ 4,781
17.	<b>Adjusted 2021 levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$ 2,269,218
18.	<b>Total 2022 taxable value on the 2022 certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. <sup>11</sup> <b>A. Certified values:</b> ..... \$ 813,499,843 <b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: ..... + \$ ..... <b>C. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - \$ 0 <b>D. Tax increment financing:</b> Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. <sup>12</sup> ..... - \$ 0 <b>E. Total 2022 value.</b> Add A and B, then subtract C and D.	\$ 813,499,843

<sup>5</sup> Tex. Tax Code § 26.012(15)<sup>6</sup> Tex. Tax Code § 26.012(15)<sup>7</sup> Tex. Tax Code § 26.012(15)<sup>8</sup> Tex. Tax Code § 26.03(c)<sup>9</sup> Tex. Tax Code § 26.012(13)<sup>10</sup> Tex. Tax Code § 26.012(13)<sup>11</sup> Tex. Tax Code § 26.012, 26.04(c-2)<sup>12</sup> Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup>	
A.	<b>2022 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>14</sup> ..... \$ <u>77,974,876</u>	
B.	<b>2022 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. <sup>15</sup> ..... + \$ <u>0</u>	
C.	<b>Total value under protest or not certified.</b> Add A and B.	\$ <u>77,974,876</u>
20.	<b>2022 tax ceilings.</b> Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>16</sup>	\$ <u>0</u>
21.	<b>2022 total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup>	\$ <u>891,474,719</u>
22.	<b>Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021.</b> Include both real and personal property. Enter the 2022 value of property in territory annexed. <sup>18</sup>	\$ <u>4,112,271</u>
23.	<b>Total 2022 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to exist-ing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for 2022. <sup>19</sup>	\$ <u>47,897,404</u>
24.	<b>Total adjustments to the 2022 taxable value.</b> Add Lines 22 and 23.	\$ <u>52,009,675</u>
25.	<b>Adjusted 2022 taxable value.</b> Subtract Line 24 from Line 21.	\$ <u>839,465,044</u>
26.	<b>2022 NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup>	\$ <u>0.270317</u> /\$100
27.	<b>COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. <sup>21</sup>	\$ _____ /\$100

## SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	<b>2021 M&amp;O tax rate.</b> Enter the 2021 M&O tax rate.	\$ <u>0.199143</u> /\$100
29.	<b>2021 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>742,951,930</u>

<sup>13</sup> Tex. Tax Code § 26.01(c) and (d)

<sup>14</sup> Tex. Tax Code § 26.01(c)

<sup>15</sup> Tex. Tax Code § 26.01(d)

<sup>16</sup> Tex. Tax Code § 26.012(6)(B)

<sup>17</sup> Tex. Tax Code § 26.012(6)

<sup>18</sup> Tex. Tax Code § 26.012(17)

<sup>19</sup> Tex. Tax Code § 26.012(17)

<sup>20</sup> Tex. Tax Code § 26.04(c)

<sup>21</sup> Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	<b>Total 2021 M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100	\$ 1,479,536
31.	<b>Adjusted 2021 levy for calculating NNR M&amp;O rate.</b> <b>A. M&amp;O taxes refunded for years preceding tax year 2021.</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. .... + \$ 2,924 <b>B. 2021 taxes in TIF.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. .... - \$ 0 <b>C. 2021 transferred function.</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. .... +/- \$ 0 <b>D. 2021 M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. .... \$ 2,924 <b>E. Add Line 30 to 31D.</b>	\$ 1,482,460
32.	<b>Adjusted 2022 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 839,465,044
33.	<b>2022 NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.176595/\$100
34.	<b>Rate adjustment for state criminal justice mandate.</b> <sup>23</sup> <b>A. 2022 state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 <b>B. 2021 state criminal justice mandate.</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. .... - \$ 0 <b>C. Subtract B from A and divide by Line 32 and multiply by \$100.</b> .... \$ 0/\$100 <b>D. Enter the rate calculated in C. If not applicable, enter 0.</b>	\$ 0/\$100
35.	<b>Rate adjustment for indigent health care expenditures.</b> <sup>24</sup> <b>A. 2022 indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. .... \$ 0 <b>B. 2021 indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. .... - \$ 0 <b>C. Subtract B from A and divide by Line 32 and multiply by \$100.</b> .... \$ 0.000000/\$100 <b>D. Enter the rate calculated in C. If not applicable, enter 0.</b>	\$ 0/\$100

<sup>22</sup> [Reserved for expansion]<sup>23</sup> Tex. Tax Code § 26.044<sup>24</sup> Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<b>Rate adjustment for county indigent defense compensation.</b> <sup>25</sup> <b>A. 2022 indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose. . . . . \$ _____ 0 <b>B. 2021 indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. . . . . \$ _____ 0 <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . . \$ _____ 0/\$100 <b>D.</b> Multiply B by 0.05 and divide by Line 32 and multiply by \$100. . . . . \$ _____ 0/\$100 <b>E.</b> Enter the lesser of C and D. If not applicable, enter 0.	\$ _____ 0/\$100
37.	<b>Rate adjustment for county hospital expenditures.</b> <sup>26</sup> <b>A. 2022 eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. . . . . \$ _____ 0 <b>B. 2021 eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. . . . . \$ _____ 0 <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . . \$ _____ 0/\$100 <b>D.</b> Multiply B by 0.08 and divide by Line 32 and multiply by \$100. . . . . \$ _____ 0/\$100 <b>E.</b> Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ _____ 0/\$100
38.	<b>Rate adjustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information. <b>A. Amount appropriated for public safety in 2021.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. . . . . \$ _____ 0 <b>B. Expenditures for public safety in 2021.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. . . . . \$ _____ 0 <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . . \$ _____ 0/\$100 <b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.	\$ _____ 0/\$100
39.	<b>Adjusted 2022 NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ _____ 0.176595/\$100
40.	<b>Adjustment for 2021 sales tax specifically to reduce property values.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero. <b>A.</b> Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. . . . . \$ _____ 267,618 <b>B.</b> Divide Line 40A by Line 32 and multiply by \$100. . . . . \$ _____ 0.031879/\$100 <b>C.</b> Add Line 40B to Line 39.	\$ _____ 0.208474/\$100
41.	<b>2022 voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below. <b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. <b>- or -</b> <b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ _____ 0.215770/\$100

<sup>25</sup> Tex. Tax Code § 26.0442<sup>26</sup> Tex. Tax Code § 26.0443



Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
<b>D41.</b>	<b>Disaster Line 41 (D41): 2022 voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred  If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____ 0 /\$100
<b>42.</b>	<b>Total 2022 debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.  <b>A. Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2022, verify if it meets the amended definition of debt before including it here. <sup>28</sup>  Enter debt amount ..... \$ <u>918,048</u> <b>B. Subtract unencumbered fund amount</b> used to reduce total debt. .... - \$ <u>81,648</u> <b>C. Subtract certified amount spent from sales tax to reduce debt</b> (enter zero if none) ..... - \$ <u>0</u> <b>D. Subtract amount paid</b> from other resources ..... - \$ <u>0</u> <b>E. Adjusted debt.</b> Subtract B, C and D from A.	\$ <u>836,400</u>
<b>43.</b>	<b>Certified 2021 excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ _____ 0
<b>44.</b>	<b>Adjusted 2022 debt.</b> Subtract Line 43 from Line 42E.	\$ <u>836,400</u>
<b>45.</b>	<b>2022 anticipated collection rate.</b> <b>A.</b> Enter the 2022 anticipated collection rate certified by the collector. <sup>30</sup> ..... <u>100.00</u> % <b>B.</b> Enter the 2021 actual collection rate. .... <u>99.51</u> % <b>C.</b> Enter the 2020 actual collection rate. .... <u>98.56</u> % <b>D.</b> Enter the 2019 actual collection rate. .... <u>99.36</u> % <b>E.</b> If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <sup>31</sup>	<u>100.00</u> %
<b>46.</b>	<b>2022 debt adjusted for collections.</b> Divide Line 44 by Line 45E.	\$ <u>836,400</u>
<b>47.</b>	<b>2022 total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>891,474,719</u>
<b>48.</b>	<b>2022 debt rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$ <u>0.093822</u> /\$100
<b>49.</b>	<b>2022 voter-approval tax rate.</b> Add Lines 41 and 48.	\$ <u>0.309592</u> /\$100
<b>D49.</b>	<b>Disaster Line 49 (D49): 2022 voter-approval tax rate for taxing unit affected by disaster declaration.</b> Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ /\$100

<sup>27</sup> Tex. Tax Code § 26.042(a)<sup>28</sup> Tex. Tax Code § 26.012(7)<sup>29</sup> Tex. Tax Code § 26.012(10) and 26.04(b)<sup>30</sup> Tex. Tax Code § 26.04(b)<sup>31</sup> Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	\$ _____ 0 /\$100

### SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>32</sup> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	\$ _____ 0
52.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>33</sup>  <b>Taxing units that adopted the sales tax in November 2021 or in May 2022.</b> Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>34</sup> <b>- or -</b> <b>Taxing units that adopted the sales tax before November 2021.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____ 289,813
53.	<b>2022 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ 891,474,719
54.	<b>Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.	\$ _____ 0.032510 /\$100
55.	<b>2022 NNR tax rate, unadjusted for sales tax.</b> <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ 0.270317 /\$100
56.	<b>2022 NNR tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November 2021 or in May 2022.</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	\$ _____ 0.270317 /\$100
57.	<b>2022 voter-approval tax rate, unadjusted for sales tax.</b> <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ 0.309592 /\$100
58.	<b>2022 voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.	\$ _____ 0.277082 /\$100

### SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ _____ 0
60.	<b>2022 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ 891,474,719
61.	<b>Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ 0 /\$100
62.	<b>2022 voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ _____ 0.277082 /\$100

<sup>32</sup> Tex. Tax Code § 26.041(d)

<sup>33</sup> Tex. Tax Code § 26.041(i)

<sup>34</sup> Tex. Tax Code § 26.041(d)

<sup>35</sup> Tex. Tax Code § 26.04(c)

<sup>36</sup> Tex. Tax Code § 26.04(c)

<sup>37</sup> Tex. Tax Code § 26.045(d)

<sup>38</sup> Tex. Tax Code § 26.045(i)

## SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.<sup>39</sup> In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;<sup>40</sup>
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);<sup>41</sup> or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.<sup>42</sup>

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.<sup>43</sup>

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	<b>2021 unused increment rate.</b> Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	\$ 0.002265 /\$100
64.	<b>2020 unused increment rate.</b> Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	\$ 0.004796 /\$100
65.	<b>2019 unused increment rate.</b> Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ 0 /\$100
66.	<b>2022 unused increment rate.</b> Add Lines 63, 64 and 65.	\$ 0.007061 /\$100
67.	<b>2022 voter-approval tax rate, adjusted for unused increment rate.</b> Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.284143 /\$100

## SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.<sup>44</sup>

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.<sup>45</sup>

Line	De Minimis Rate Worksheet	Amount/Rate
68.	<b>Adjusted 2022 NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ 0.176595 /\$100
69.	<b>2022 total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 891,474,719
70.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.056086 /\$100
71.	<b>2022 debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.093822 /\$100
72.	<b>De minimis rate.</b> Add Lines 68, 70 and 71.	\$ 0.326503 /\$100

## SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.<sup>46</sup>

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.<sup>47</sup>

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

<sup>39</sup> Tex. Tax Code § 26.013(a)

<sup>40</sup> Tex. Tax Code § 26.013(c)

<sup>41</sup> Tex. Tax Code §§ 26.0501(a) and (c)

<sup>42</sup> Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022

<sup>43</sup> Tex. Tax Code § 26.063(a)(1)

<sup>44</sup> Tex. Tax Code § 26.012(8-a)

<sup>45</sup> Tex. Tax Code § 26.063(a)(1)

<sup>46</sup> Tex. Tax Code § 26.042(b)

<sup>47</sup> Tex. Tax Code § 26.042(f)

This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	<b>2021 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.307280 / \$100
74.	<b>Adjusted 2021 voter-approval tax rate.</b> Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. <b>- or -</b> If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. <sup>48</sup> Enter the final adjusted 2021 voter-approval tax rate from the worksheet. <b>- or -</b> If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 / \$100
75.	<b>Increase in 2021 tax rate due to disaster.</b> Subtract Line 74 from Line 73.	\$ 0.307280 / \$100
76.	<b>Adjusted 2021 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 736,929,823
77.	<b>Emergency revenue.</b> Multiply Line 75 by Line 76 and divide by \$100.	\$ 2,264,437
78.	<b>Adjusted 2022 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 839,465,044
79.	<b>Emergency revenue rate.</b> Divide Line 77 by Line 78 and multiply by \$100. <sup>49</sup>	\$ 0 / \$100
80.	<b>2022 voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.284143 / \$100

## SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

<b>No-new-revenue tax rate.</b> ..... As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: <u>26</u>	\$ 0.270317 / \$100
<b>Voter-approval tax rate.</b> ..... As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: <u>67</u>	\$ 0.284143 / \$100
<b>De minimis rate.</b> ..... If applicable, enter the 2022 de minimis rate from Line 72.	\$ 0.326503 / \$100

## SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code. <sup>50</sup>

print  
here

Printed Name of Taxing Unit Representative

sign  
here

Taxing Unit Representative

Date

<sup>48</sup> Tex. Tax Code §26.042(c)

<sup>49</sup> Tex. Tax Code §26.042(b)

<sup>50</sup> Tex. Tax Code §§ 26.04(c-2) and (d-2)

## Notice about 2022 Tax Rates

Property tax rates in TOWN OF HICKORY CREEK.

This notice concerns the 2022 property tax rates for TOWN OF HICKORY CREEK. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

<b>This year's no-new-revenue tax rate</b>	\$0.270317/\$100
<b>This year's voter-approval tax rate</b>	\$0.284143/\$100

To see the full calculations, please visit for a copy of the Tax Rate Calculation Worksheet.

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### Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
GENERAL FUND	5,053,252
DEBT SERVICE FUND	29,954

### Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable)*.

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
2012 GENERAL OBLIGATION REFUNDING BONDS	80,000	1,648	0	81,648
2015 GENERAL OBLIGATION	210,000	97,250	400	307,650
REFUNDING BONDS				
2015 CERTIFICATES OF OBLIGATION	170,000	106,400	400	276,800
2020 CERTIFICATES OF OBLIGATION	150,000	101,950	0	251,950

Total required for 2022 debt service	\$918,048
- Amount (if any) paid from funds listed in unencumbered funds	\$81,648
- Amount (if any) paid from other resources	\$0
- Excess collections last year	\$0
= Total to be paid from taxes in 2022	\$836,400
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2022	\$0
= Total debt levy	\$836,400

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This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by , on 07/26/2022 .

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

Town of Hickory Creek  
2022-2023 Fiscal Year Budget Worksheet

138,381.00

Ad Valorem Tax Revenue	2020-21 FY Actuals	2021-22 FY Actuals as of 6/30/21	2021-22 FY Adopted Budget 8/23/21	2021-22 FY Amended Budget 4/25/22	2022-23 FY Proposed Budget	Variations from 2021-2022 FY Adopted Budget
4002 M&O	1,304,573.54	1,452,632.47	1,484,251.00	1,484,251.00	1,573,408.00	
4004 M&O Penalties & Interest	3,526.94	5,000.30	2,500.00	3,000.00	2,500.00	
4006 Delinquent M&O	-4,852.79	963.92	1,000.00	1,000.00	1,000.00	
4008 I&S Debt Service	799,432.63	788,602.06	805,976.00	805,976.00	836,400.00	
4010 I&S Penalties & Interest	1,919.92	2,655.06	1,500.00	1,500.00	1,500.00	
4012 Delinquent I&S	-3,450.44	565.47	500.00	750.00	500.00	
Total Ad Valorem Tax Revenue	2,101,149.80	2,250,419.28	2,295,727.00	2,296,477.00	2,415,308.00	5.21%
Building Department Revenue						
4102 Building Permits	1,295,940.34	1,005,246.16	750,000.00	750,000.00	550,000.00	
4104 Certificate of Occupancy	25,825.00	26,500.00	25,000.00	25,000.00	20,000.00	
4106 Contractor Registration	9,500.00	10,800.00	6,500.00	7,500.00	5,500.00	
4108 Preliminary/ Final Plat	4,250.00	2,275.00	0.00	2,275.00	0.00	
4110 Preliminary/Final Site Plan	1,200.00	9,876.00	0.00	9,786.00	0.00	
4112 Health Inspections	9,660.00	10,120.00	10,000.00	10,000.00	10,000.00	
4122 Septic Permits	4,675.00	2,700.00	1,000.00	3,000.00	2,200.00	
4124 Sign Permits	1,140.00	1,450.00	1,000.00	1,000.00	1,000.00	
4126 Special Use Permit	0.00	0.00	200.00	200.00	200.00	
4128 Variance Fee	4,000.00	2,500.00	2,000.00	2,000.00	1,500.00	
4130 Vendor Fee	0.00	575.00	75.00	700.00	75.00	
4132 Alarm Permit Fees	875.00	500.00	500.00	500.00	500.00	
Total Building Department Revenue	1,357,065.34	1,072,542.16	796,275.00	811,961.00	590,975.00	-25.78%
Franchise Fee Revenue						
4202 Atmos Energy	42,494.30	65,388.09	46,000.00	46,000.00	65,000.00	
4204 Charter Communications	40,847.73	32,132.64	42,900.00	42,900.00	36,500.00	
4206 Century Link	1,722.24	0.00	1,500.00	0.00	0.00	
4208 CoServ	4,329.28	3,961.81	4,700.00	4,700.00	4,700.00	
4210 Oncor Electric	141,370.64	132,559.70	155,500.00	131,500.00	138,000.00	
4212 Republic Services	52,106.39	40,295.01	48,000.00	48,000.00	48,000.00	
Total Franchise Fee Revenue	282,870.58	274,337.25	298,600.00	273,100.00	292,200.00	-2.14%
Interest Revenue						
4302 Animal Shelter Interest	18.97	21-22 Deletion	21-22 Deletion	21-22 Deletion	21-22 Deletion	
4308 Drug Forfeiture Interest	0.95	21-22 Deletion	21-22 Deletion	21-22 Deletion	21-22 Deletion	
4310 Drug Seizure Interest	2.17	21-22 Deletion	21-22 Deletion	21-22 Deletion	21-22 Deletion	
4314 Logic Investment Interest	8,111.96	21-22 Deletion	21-22 Deletion	21-22 Deletion	21-22 Deletion	
4320 Logic Street/Road Improvements	17.99	21-22 Deletion	21-22 Deletion	21-22 Deletion	21-22 Deletion	
4322 Logic Turbeville Road	122.19	21-22 Deletion	21-22 Deletion	21-22 Deletion	21-22 Deletion	
4326 PD State Training Interest	2.57	21-22 Deletion	21-22 Deletion	21-22 Deletion	21-22 Deletion	
4328 Logic Harbor/Sycamore Bend	59.69	21-22 Deletion	21-22 Deletion	21-22 Deletion	21-22 Deletion	
4330 General Fund Interest	21-22 Addition	9.39	100.00	50.00	25.00	
4332 Investment Interest	21-22 Addition	27,287.85	7,500.00	7,500.00	10,500.00	
Total Interest Revenue	8,336.49	27,297.24	7,600.00	7,550.00	10,525.00	38.49%

Town of Hickory Creek  
2022-2023 Fiscal Year Budget Worksheet

138,381.00

		2021-22 FY Actuals as of 6/30/21	2021-22 FY Adopted Budget 8/23/21	2021-22 FY Amended Budget 4/25/22	2022-23 FY Proposed Budget	Variations from 2021-2022 FY Adopted Budget
Interlocal Revenue	2020-21 FY Actuals					
4402 Corp Contract Current Year	47,227.95	0.00	45,500.00	45,500.00	51,000.00	
Total Interlocal Revenue	47,227.95	-	45,500.00	45,500.00	51,000.00	12.09%
Miscellaneous Revenue						
4502 Animal Adoption & Impound	13,322.45	7,695.00	10,600.00	10,600.00	6,200.00	
4506 Animal Shelter Donations	3,239.13	2,430.00	1,500.00	2,280.00	1,500.00	
4508 Annual Park Passes	27,930.19	9,546.35	25,000.00	25,000.00	10,000.00	
4510 Arrowhead Park Fees	61,754.00	28,510.00	40,000.00	40,000.00	36,000.00	
4512 Beer & Wine Permit	30.00	60.00	150.00	150.00	150.00	
4516 Corp Parks Fund Reserve	0.00	0.00	0.00	43,986.00	0.00	
4518 Drug Forfeiture	0.00	0.00	0.00	0.00	0.00	
4520 Drug Seizure	2,552.00	0.00	0.00	0.00	0.00	
4522 EDC Payment/Ronald Reagan	45,778.33	0.00	45,778.00	45,778.00	22-23 Deletion	
4524 Fund Balance Reserve	0.00	0.00	0.00	111,092.00	0.00	
4526 Mineral Rights	1,002.30	944.31	500.00	1,000.00	1,000.00	
4530 Other Receivables	273,081.47	221,135.88	152,000.00	200,000.00	50,000.00	
4534 PD State Training	1,184.79	1,025.45	0.00	1,026.00	0.00	
4536 Point Vista Park Fees	16,065.75	9,699.00	12,000.00	12,000.00	10,000.00	
4546 Street Improvement Restricted	0.00	0.00	430,000.00	265,000.00	0.00	
4550 Sycamore Bend Park Fees	47,925.50	17,229.00	30,000.00	15,000.00	0.00	
4554 Building Security Fund Reserve	0.00	0.00	0.00	0.00	0.00	
4556 Court Technology Fund Reserve	0.00	0.00	0.00	0.00	0.00	
4558 Harbor Lane/Sycamore Bend	14,000.00	36,750.00	0.00	26,250.00	8,750.00	
4560 2020 CO Proceeds	0.00	0.00	0.00	120,000.00	3,000,000.00	
4562 Coronavirus Local Recovery	21-22 Amended Add	0.00	21-22 Amended Add	595,240.00	595,240.00	
4564 Task Force Forfeiture	21-22 Amended Add	0.00	21-22 Amended Add	0.00	0.00	
Total Miscellaneous Revenue	507,865.91	335,024.99	747,528.00	1,514,402.00	3,718,840.00	397.49%
Municipal Court Revenue						
4602 Building Security Fee	18,036.59	12,211.70	9,270.00	9,270.00	18,023.00	
4604 Citations	539,398.69	365,643.92	450,000.00	450,000.00	550,000.00	
4606 Court Technology	15,047.81	10,261.19	12,115.00	12,115.00	15,963.00	
4608 Jury Fee	341.35	237.03	200.00	200.00	200.00	
4610 Truancy Fee	17,070.61	11,849.90	0.00	7,500.00	0.00	
4612 State Court Costs	316,903.01	195,215.46	250,000.00	250,000.00	311,060.00	
4614 Child Safety Fees	850.00	199.16	800.00	800.00	800.00	
Total Municipal Court Revenue	907,648.06	595,618.36	722,385.00	729,885.00	896,046.00	24.04%
Sales Tax Revenue						
4702 Sales Tax General Fund	1,525,686.35	1,398,698.55	1,662,500.00	1,662,500.00	1,872,500.00	
4706 Sales Tax 4B Corporation	508,562.13	199,814.08	237,500.00	237,500.00	267,500.00	
4708 Sales Tax Mixed Beverage	30,945.83	25,248.74	30,000.00	30,000.00	30,000.00	
Total Sales Tax Revenue	2,065,194.31	1,623,761.37	1,930,000.00	1,930,000.00	2,170,000.00	12.44%
Total Revenue	7,277,358.44	6,179,000.65	6,843,615.00	7,608,875.00	10,144,894.00	48.24%

Town of Hickory Creek  
2022-2023 Fiscal Year Budget Worksheet

138,381.00

		2021-22 FY Actuals as of 6/30/21	2021-22 FY Adopted Budget 8/23/21	2021-22 FY Amended Budget 4/25/22	2022-23 FY Proposed Budget	Variations from 2021-2022 FY Adopted Budget
Capital Outlay Expense	2020-21 FY Actuals					
5010 Street Maintenance	14,590.49	8,691.08	25,000.00	25,000.00	25,000.00	
5012 Streets & Road Improvement	507,045.56	198,306.07	430,000.00	265,000.00	700,000.00	
5022 Parks and Rec Improvements	0.00	0.00	0.00	0.00	500,000.00	
5024 Public Safety Improvements	4,180.05	20,024.50	42,500.00	42,500.00	500,000.00	
5026 Fleet Vehicles	46,714.56	55,696.86	82,000.00	202,000.00	110,000.00	
5030 Sycamore Bend Construction	132,460.00	173,714.50	0.00	36,955.00	1,300,000.00	
5030 Broadband Initiative	21-22 Amended Add	0.00	21-22 Amended Add	595,240.00	595,240.00	
Total Capital Outlay	704,990.66	456,433.01	579,500.00	1,166,695.00	3,730,240.00	543.70%
Debt Service Expense						
5106 2012 Refunding Bond Series	267,285.61	3,618.73	267,004.00	267,004.00	81,648.00	
5110 2015 Refunding Bond Series	314,550.00	52,100.00	308,400.00	308,400.00	307,650.00	
5112 2015 C.O. Series	276,150.00	56,575.00	276,350.00	276,350.00	276,800.00	
5114 2020 C.O. Series	201,412.50	52,475.00	204,950.00	204,950.00	251,950.00	
Total Debt Service	1,059,398.11	164,768.73	1,056,704.00	1,056,704.00	918,048.00	-13.12%
General Government Expense						
5202 Bank Service Charges	15.00	75.00	25.00	200.00	200.00	
5204 Books & Subscriptions	0.00	0.00	300.00	300.00	150.00	
5206 Computer Hardware/Software	17,865.65	25,059.67	106,222.00	106,222.00	50,000.00	
5208 Copier Rental	3,842.36	3,199.88	3,000.00	4,200.00	4,200.00	
5210 Dues & Memberships	2,729.81	2,813.02	3,000.00	3,000.00	3,000.00	
5212 EDC Tax Payment	508,562.13	199,837.08	237,500.00	237,500.00	267,500.00	
5214 Election Expenses	6,112.82	0.00	7,500.00	0.00	10,500.00	
5216 Volunteer/Staff Events	8,759.75	4,955.59	10,500.00	10,500.00	10,500.00	
5218 General Communications	17,623.06	24,947.91	28,000.00	28,000.00	32,000.00	
5222 Office Supplies & Equip.	3,442.70	2,804.10	5,000.00	5,000.00	5,000.00	
5224 Postage	6,678.82	5,937.16	5,800.00	5,800.00	5,800.00	
5226 Community Cause	1,733.27	25,800.02	3,000.00	28,000.00	3,000.00	
5228 Town Council/Board Expense	1,924.54	5,538.47	3,500.00	6,500.00	6,500.00	
5230 Training & Education	715.00	1,130.00	1,500.00	1,500.00	1,500.00	
5232 Travel Expense	640.32	0.00	1,500.00	1,500.00	1,500.00	
5234 Staff Uniforms	975.92	925.58	1,000.00	926.00	500.00	
Total General Government	581,621.15	303,023.48	417,347.00	439,148.00	401,850.00	-3.71%
Municipal Court Expense						
5302 Books & Subscriptions	28.45	0.00	75.00	75.00	75.00	
5304 Building Security	3,653.40	786.93	9,270.00	9,270.00	18,023.00	
5312 Court Technology	18,955.05	9,302.50	12,115.00	12,115.00	15,963.00	
5314 Dues & Memberships	167.90	55.00	120.00	120.00	12.00	
5318 Merchant Fees/Credit Cards	-1,499.89	-808.38	0.00	0.00	0.00	
5322 Office Supplies/Equipment	1,293.34	896.64	1,200.00	1,200.00	1,200.00	
5324 State Court Costs	322,029.95	194,448.96	250,000.00	250,000.00	311,060.00	
5326 Training & Education	305.00	100.00	100.00	100.00	100.00	
5328 Travel Expense	0.00	0.00	500.00	500.00	500.00	
5332 Warrants Collected	253.44	-3,098.17	0.00	0.00	0.00	
Total Municipal Court	345,186.64	201,683.48	273,380.00	273,380.00	346,933.00	26.91%



Town of Hickory Creek  
2022-2023 Fiscal Year Budget Worksheet

138,381.00

		2021-22 FY Actuals as of 6/30/21	2021-22 FY Adopted Budget 8/23/21	2021-22 FY Amended Budget 4/25/22	2022-23 FY Proposed Budget	Variations from 2021-2022 FY Adopted Budget
<b>Parks and Recreation Expense</b>						
5402 Events	0.00	1,320.84	2,000.00	2,000.00	2,000.00	
5408 Tanglewood Park	4,090.68	884.25	2,000.00	2,000.00	2,000.00	
5412 KHCB	516.25	175.00	500.00	500.00	500.00	
5414 Tree City USA	0.00	0.00	500.00	500.00	500.00	
5416 Town Hall Park	0.00	0.00	75,000.00	120,000.00	0.00	
Total Parks and Recreation	4,606.93	2,380.09	80,000.00	125,000.00	5,000.00	-93.75%
<b>Parks Corps of Engineer Expense</b>						
5412 Arrowhead	77,661.77	76,878.20	47,250.00	80,000.00	21,750.00	
5414 Harbor Grove	1,749.21	1,298.42	5,000.00	3,000.00	5,000.00	
5416 Point Vista	8,189.36	41,185.51	7,500.00	45,000.00	7,500.00	
5418 Sycamore Bend	74,942.68	15,090.45	47,250.00	20,000.00	21,750.00	
Total Parks Corps of Engineer	162,543.02	134,452.58	107,000.00	148,000.00	56,000.00	-47.66%
<b>Personnel Expense</b>						
5502 Administration Wages	337,121.74	349,093.10	474,280.00	474,280.00	497,988.00	
5504 Municipal Court Wages	122,488.10	21-22 Deletion	21-22 Deletion	21-22 Deletion	21-22 Deletion	
5506 Police Wages	814,217.54	701,439.17	983,721.00	983,721.00	1,109,152.00	
5507 Police Overtime Wages	6,576.16	11,084.18	10,000.00	10,000.00	15,000.00	
5508 Public Works Wages	205,256.78	147,606.27	204,506.00	204,506.00	216,968.00	
5509 Public Works Overtime Wages	1,120.50	2,223.21	1,200.00	1,200.00	2,500.00	
5510 Health Insurance	231,262.14	200,345.14	261,200.00	261,200.00	282,730.00	
5512 Longevity	11,796.00	12,910.00	13,076.00	13,076.00	14,600.00	
5514 Payroll Expense	25,642.68	17,901.60	22,000.00	22,000.00	22,000.00	
5516 Employment Exams	1,454.25	1,145.40	2,500.00	2,500.00	2,500.00	
5518 Retirement (TMRS)	190,241.97	179,124.88	239,305.00	239,305.00	278,222.00	
5520 Unemployment (TWC)	6,042.05	1,082.20	6,048.00	6,048.00	2,500.00	
5522 Workman's Compensation	25,720.00	40,538.08	27,000.00	31,510.00	38,500.00	
Total Personnel	1,978,939.91	1,664,493.23	2,244,836.00	2,249,346.00	2,482,660.00	10.59%
<b>Police Department Expense</b>						
5602 Auto Gas & Oil	28,782.76	33,815.65	22,000.00	30,000.00	35,000.00	
5606 Auto Maintenance & Repair	35,073.69	32,769.02	15,000.00	30,000.00	25,000.00	
5610 Books & Subscriptions	330.00	575.63	500.00	750.00	750.00	
5612 Computer Hardware/Software	39,270.87	36,908.61	35,000.00	40,000.00	40,000.00	
5614 Crime Lab Analysis	3,356.31	2,675.34	3,000.00	4,500.00	3,500.00	
5616 Drug Forfeiture	0.00	0.00	0.00	0.00	0.00	
5618 Dues & Memberships	300.00	0.00	500.00	500.00	500.00	
5626 Office Supplies/Equipment	2,662.73	1,743.24	1,800.00	1,800.00	1,800.00	
5630 Personnel Equipment	31,806.86	44,251.57	22,000.00	50,000.00	35,000.00	
5634 Travel Expense	1,842.99	820.82	2,500.00	2,500.00	2,500.00	
5636 Uniforms	8,753.80	6,039.10	6,000.00	13,000.00	10,000.00	
5640 Training & Education	4,634.95	7,798.90	7,500.00	7,500.00	8,500.00	
5644 Citizens on Patrol	0.00	0.00	500.00	500.00	500.00	
5646 Community Outreach	780.91	948.59	700.00	700.00	1,500.00	
5648 K9 Unit	2,361.39	1,797.88	2,000.00	3,000.00	5,000.00	
5650 Task Force Forfeiture	21-22 Amended Add	0.00	21-22 Amended Add	15,000.00	15,000.00	
Total Police Department	159,957.26	170,144.35	119,000.00	199,750.00	184,550.00	55.08%

Town of Hickory Creek  
2022-2023 Fiscal Year Budget Worksheet

138,381.00

Public Works Department Expense	2020-21 FY Actuals	2021-22 FY Actuals as of 6/30/21	2021-22 FY Adopted Budget 8/23/21	2021-22 FY Amended Budget 4/25/22	2022-23 FY Proposed Budget	Variations from 2021-2022 FY Adopted Budget
5702 Animal Control Donation	0.00	0.00	1,500.00	2,280.00	1,500.00	
5704 Animal Control Equipment	1,277.00	0.00	500.00	500.00	500.00	
5706 Animal Control Supplies	658.50	541.47	900.00	900.00	900.00	
5708 Animal Control Vet Fees	6,453.11	9,260.94	6,000.00	10,000.00	12,500.00	
5710 Auto Gas & Oil	15,965.41	14,497.71	20,000.00	20,000.00	20,000.00	
5714 Auto Maintenance/Repair	19,626.38	7,487.58	5,000.00	7,000.00	7,000.00	
5716 Beautification	8,597.32	1,251.34	25,000.00	25,000.00	15,000.00	
5718 Computer Hardware/Software	725.48	0.00	1,000.00	1,000.00	1,000.00	
5720 Dues & Memberships	245.00	0.00	350.00	350.00	350.00	
5722 Equipment	9,599.54	26,326.57	25,000.00	27,000.00	5,000.00	
5724 Equipment Maintenance	11,053.21	3,868.75	6,000.00	6,000.00	6,000.00	
5726 Equipment Rental	0.00	110.00	2,500.00	2,500.00	1,500.00	
5728 Equipment Supplies	5,791.67	4,421.57	5,000.00	5,000.00	5,000.00	
5732 Office Supplies/Equipment	551.51	238.22	500.00	500.00	500.00	
5734 Communications	4,034.39	2,833.71	3,800.00	3,800.00	3,800.00	
5738 Training	580.00	599.00	800.00	800.00	800.00	
5740 Travel Expense	0.00	354.23	1,000.00	1,000.00	1,000.00	
5742 Uniforms	1,882.76	2,082.71	2,200.00	2,500.00	2,500.00	
5748 Landscaping Services	78,286.39	34,213.11	110,000.00	110,000.00	90,000.00	
Total Public Works Department	165,327.67	108,086.91	217,050.00	226,130.00	174,850.00	-19.44%
Services Expense						
5802 Appraisal District	15,389.96	10,022.37	12,400.00	13,375.00	15,375.00	
5804 Attorney Fees	37,628.75	41,805.08	66,000.00	66,000.00	60,000.00	
5806 Audit	13,500.00	14,000.00	13,500.00	14,000.00	14,000.00	
5808 Codification	1,586.47	0.00	2,000.00	2,000.00	2,000.00	
5812 Document Management	0.00	0.00	0.00	0.00	750.00	
5814 Engineering	126,970.99	50,718.45	145,000.00	125,000.00	175,000.00	
5816 General Insurance	35,426.64	38,410.12	37,250.00	38,415.00	44,000.00	
5818 Inspections	158,204.00	59,820.00	108,800.00	75,000.00	75,000.00	
5820 Fire Service	613,633.00	913,475.00	970,692.00	970,692.00	970,692.00	
5822 Legal Notices/Advertising	4,003.10	645.60	2,500.00	2,500.00	2,500.00	
5824 Library Services	964.45	1,150.30	600.00	750.00	850.00	
5826 Municipal Judge	12,500.00	10,350.00	13,800.00	13,800.00	13,800.00	
5828 Printing	1,694.64	1,002.24	1,500.00	1,500.00	1,500.00	
5830 Tax Collection	2,488.00	2,599.00	2,700.00	2,700.00	2,700.00	
5832 Computer Technical Support	41,415.00	42,081.20	41,525.00	42,082.00	42,082.00	
5838 Denton County Children's Advocacy	1,964.41	0.00	1,000.00	1,000.00	3,400.00	
5840 Denton County Dispatch	29,632.00	0.00	30,808.00	30,808.00	29,383.00	
5844 Helping Hands	0.00	0.00	200.00	200.00	200.00	
5846 Span Transit Services	0.00	200.00	100.00	200.00	200.00	
Total Services	1,097,001.41	1,186,279.36	1,450,375.00	1,400,022.00	1,453,432.00	0.21%

Town of Hickory Creek  
2022-2023 Fiscal Year Budget Worksheet

138,381.00

Special Events	2020-21 FY Actuals	2021-22 FY Actuals as of 6/30/21	2021-22 FY Adopted Budget 8/23/21	2021-22 FY Amended Budget 4/25/22	2022-23 FY Proposed Budget	Variations from 2021-2022 FY Adopted Budget
6004 Fourth of July Celebration	7,285.96	8,083.10	7,000.00	7,000.00	7,500.00	
6008 Tree Lighting	2,448.62	6,059.22	6,000.00	8,000.00	11,500.00	
6010 Arts and Culture	21-22 Addition	0.00	5,000.00	5,000.00	5,000.00	
Total Special Events	9,734.58	14,142.32	18,000.00	20,000.00	24,000.00	33.33%
Utilities & Maintenance Expense						
5902 Bldg. Maintenance/Supplies	65,466.71	163,359.24	168,223.00	185,000.00	110,000.00	
5904 Electric	29,719.93	15,721.39	27,000.00	27,000.00	27,000.00	
5906 Gas	1,840.93	1,794.12	1,700.00	1,700.00	1,950.00	
5908 Street Lighting	36,221.11	29,761.78	38,000.00	38,000.00	40,000.00	
5910 Telephone	36,485.31	29,601.19	35,000.00	35,000.00	35,000.00	
5912 Water	8,706.35	12,542.99	10,500.00	18,000.00	15,000.00	
Total Utilities & Maintenance	178,440.34	252,780.71	280,423.00	304,700.00	228,950.00	-18.36%
Total Expense	6,447,747.68	4,658,668.25	6,843,615.00	7,608,875.00	10,006,513.00	46.22%
Net Ordinary Income	829,610.76	1,520,332.40	0.00	0.00	138,381.00	

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0801-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE 2022-2023 FISCAL YEAR PROPOSED BUDGET; SETTING A DATE, TIME AND PLACE TO ADOPT THE BUDGET.**

**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 operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the Town Council shall hold a public hearing on the 2022-2023 Fiscal Year Budget in accordance with Texas Local Government Code § 102.006 (a); and

**WHEREAS**, at the conclusion of the public hearing the Town Council shall take action on the proposed budget in accordance with Texas Local Government Code § 102.007 (a.)

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

**Section 1:** On the 22<sup>nd</sup> day of August 2022, at 6:00 p.m. the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the 2022-2023 Fiscal Year Proposed Budget in the Town Council Chambers of the Town Hall of the Town of Hickory Creek, Texas.

**Section 2:** The Mayor of the Town of Hickory Creek, Texas, or designee is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation within the Town not earlier than the 30<sup>th</sup> or later than the 10<sup>th</sup> day before the hearing.

**Section 3:** The Town Council hereby approves the placement of an item on the August 22, 2022 Town Council regular meeting agenda to vote to adopt the 2022-2023 Fiscal Year Budget.

**Section 4:** This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 1<sup>st</sup> day of August, 2022.

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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 County Transportation Road Improvement Program 2022



Denton County Commissioners Court  
Transportation Workshop

July 26, 2022

# Population Growth



- Denton County is routinely in the top 10 fastest growing counties in the nation by percentage.\*
- Denton County's population **grew 38.1%** from the **665,833** people who lived here in **2010**. For comparison, the population in the US **grew 6.5%** and the population in Texas **grew 16.3%** during that period.
- Annual growth for Denton County has averaged 5% per year since 2015.
- An estimated 82 people move into Denton County every day.

\* Source: US 2020 Census.

# Why County Funds for New Roads?



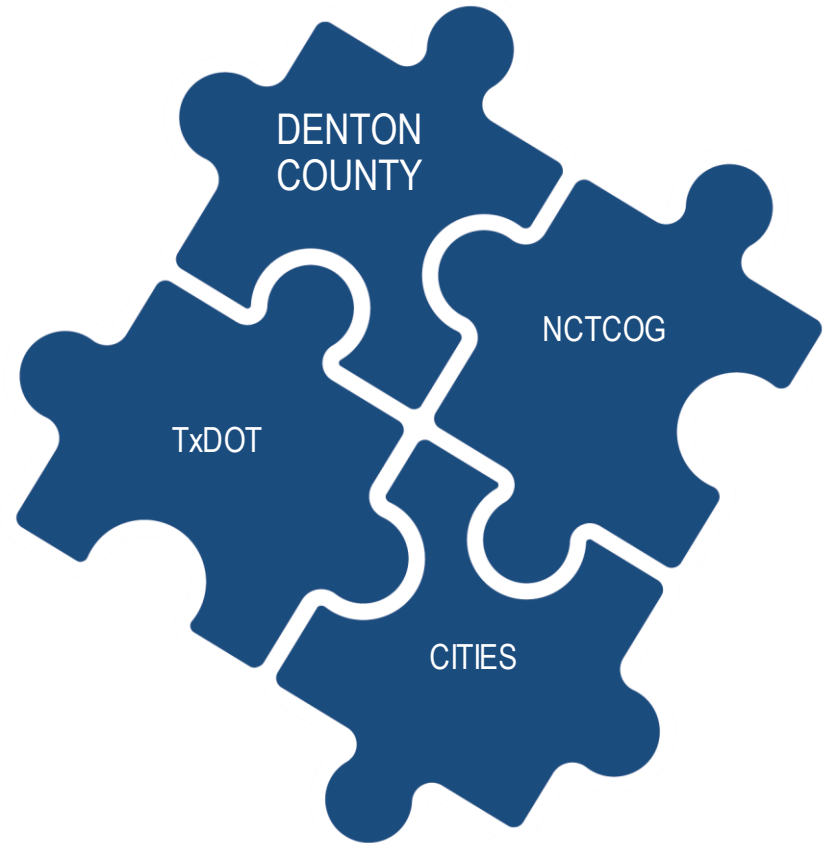
- Federal and state funding agencies look for partnerships for leveraging opportunities for new roads.
- Gas tax has not been increased in 23 years.
- Fuel efficiency is reducing available transportation funding.
- Regional funding requires local government financial participation.



# Partnership in Action



As money becomes available, TxDOT and NCTCOG will choose and prioritize projects that have existing local funding dollars committed. The local funding provided by the bond program will substantially expedite roadway improvements.



# Benefits of Partnering



- Decreases congestion on city, county and state roads
- Enhances quality of life
- Provides through traffic on city roads
- Improves air quality
- Reduces standing traffic emissions
- Enhances economic development; keeps tax base strong
- Increases safety
  - Ambulance service accessibility
  - Reduces dangerously high roadbeds
  - Improves Bus Routes

# *Power of Leveraging*



To date, Denton County Commissioners, working with partners, have utilized the voter-approved proceeds \$187 million from the 2004 and \$310 million from the 2008 road bond programs to fund and construct more than

**\$8.4 BILLION**

in roadway projects throughout the county that improve the quality of life of every resident.

# Financial Stewardship



- Denton County has effectively managed its road bond debt to maintain its AAA bond rating.
- Denton County's tax rate has dropped from \$0.24.98/\$100 valuation in 2009 to \$0.23.3/\$100 valuation in 2021.

# TRIP 22: Process to Date



- Denton County has been working with each community to identify the projects critical to their residents.
- A draft list of projects has been compiled for this initial Workshop.
- The County has had concurrent meetings with the Texas Department of Transportation(TxDOT) to identify which on system projects had the best potential for partnership leveraging.
- The North Central Texas Council of Governments is in attendance at today's Workshop.

# TRIP 22: Next Steps



- Discuss project specifics by County Commissioner Precincts.
- Next Workshop: August 9, 2022.
- If consensus is reached, Denton County Commissioners Court to consider calling a road bond election on August 16, 2022 for November 8, 2022.