



**NOTICE OF  
REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, MARCH 24, 2025, 6:00 PM**

**AGENDA**

**Call to Order**

**Roll Call**

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

**Invocation**

**Presentation of Awards**

1. Kaiden Diglia
2. Jack Mears

**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.

- [3.](#) February 2025 Council Meeting Minutes
- [4.](#) February 2025 Financial Statements
- [5.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek and the Denton County Elections Administrator concerning election administration services.
- [6.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek and Paddle EZ, LLC. concerning boat rentals.
- [7.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor or Town Manager of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek and Texas Department of Transportation for highway landscaping improvements.

### **Regular Agenda**

- [8.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek and Halff Associates, Inc. concerning an agreement for professional engineering services for Town Engineering Design Manual and Standards Update.
- [9.](#) Consider and act on a final plat of Lot 1, Block A of Hickory Heights Phase 1-A, 1.934 acres in the M.E.P. & P.R.R. Co. Survey A-915, ETJ Town of Hickory Creek, Denton County, Texas. The property is located at 1180 Sycamore Bend Road.
- [10.](#) Discussion concerning transfer of easement located generally at 4 Royal Oaks Blvd. to underlying property owner and consider and act on authorizing the same.
- [11.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, approving amendments to the Town of Hickory Creek Personnel Policy Manual.
12. Consider and act on the 2024 Business of the Year.
13. Consider and act on the 2024 Citizen of the Year.
14. Receive update from John Smith, Town Manager, regarding the amphitheater construction 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.

15. Litigation regarding Sycamore Bend Road construction failure.

### **Reconvene into Open Session**

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

### **Future Agenda Items**

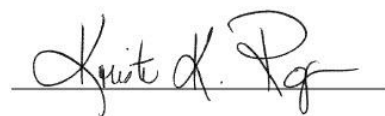
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

### **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 March 19, 2025 at 4:00 p.m.

A handwritten signature in cursive script, appearing to read "Kristi Rogers", 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, FEBRUARY 24, 2025**

**MINUTES**

**Call to Order**

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

**Roll Call**

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Nick Wohr

Councilmember Chris Gordon

Councilmember Ian Theodore

The following member was absent:

Councilmember Randy Gibbons

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Trey Sargent, Town Attorney

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

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

**Invocation led by the Honorable Bobbie J. Mitchell, Commissioner Precinct 3**

Honorable Bobbie J. Mitchell, Commissioner Precinct 3, gave the invocation.

**Presentation of Awards**

1. 2024 Salvation Army Mayoral Red Kettle Challenge

Major Dwayne Durham, Salvation Army, presented Mayor Clark with a Certificate of Appreciation and a commemorative bell for First Place in the 2024 Denton Area Mayors Red Kettle Challenge.

**Proclamations**

2. Descendants of Cassandra Fox

Mayor Clark proclaimed the Cassandra Fox Family to be one of the earliest families to settle the area now known as the Town of Hickory Creek, Texas.

**Items of Community Interest**

Walmart Hickory Creek and Wings will host an event for the community on March 29, 2025 from 9:00 a.m. until 12:00 p.m. to demonstrate drone delivery.

**Public Comment**

Diane Beck, Folly Beach Drive, stated she was here today as a troubled person. People are targeting average Americans, Catholics too. Mr. Furtick has been targeted. People do not care if it doesn't affect them personally, but this affects every American. She is a fighting Irish woman from New York, but it could be anyone that is targeted which is not right. Not only is it against the Constitution, but it is also immoral. If she was offered all the power, all the prestige, all the millions of dollars she would not take it. She is not out for the money only the principle of the matter. The principle is that there is a negative spin on this whole regime. Her motto is to never ever give up or compromise. She will not sell out or never give up fighting the good fight. If people don't repent and turn back and be saved, they will not go anywhere good. It is not right that deception is allowed and doesn't make sense that people make up negative rhetoric. Every time she is thrown in jail, she always finds information that supports her side. She will not play the victim role and will never back down or tolerate disrespect because she respects everyone until they give her a chance not to. People coming at her don't even know her, they think they know her, but they don't know the real Diane Beck. God bless you. The message is true, repent, turn back and you all shall be saved.

Don Ford, 1500 Turbeville Road Lot 111A, stated he is running for City Council. He moved to Hickory Creek in 2013 or 2014 and it was the best move he'd ever made. The peace and quiet is a real blessing because he lived in a rough neighborhood in Dallas. This is his first time running for public office. The reason he is entering the race is he would like to see more growth in the city, more revenue from new businesses, restaurants and possibly a music venue so residents do not have to drive to Denton, Lewisville or Dallas to shop and be entertained. In the ten years he has lived here, he hasn't seen a lot of growth. He would like to see more businesses rather than apartments that would provide retail tax revenue for the City and keep property taxes low. He believes in honesty, fairness and the right for everyone to have their own opinion. He is not a politician, just a concerned citizen, with the time and will to work for a better Hickory Creek.

Ron Furtick, 1500 Turbeville Road, stated he believes the administration's natural reflex of acting in an undemocratic manner kicked in last week by attempting to disqualify his running mate from the election. Don Ford is a good man who cares about the future of this Town and deserves Chris Gordon's seat. The last time Mr. Furtick talked to Chris Gordon, he asked why they had not talked in years about Hickory Creek's future downtown area he wanted to build, Mr. Gordon said he would never talk to anyone who threatens a lawsuit so when Mr. Gordon made a motion to sue his business, the same motion that was seconded by Ian Theodore, he knew there was no point for them to remain on Hickory Creek Council. It is only through consultation and cooperation between himself and the Town Council that the future downtown will ever be built. He has decided to use the democratic process to remove them from their positions of power. The bio on the town website claims Mr. Gordon has been a volunteer Hickory Creek Councilman since May of 2007, re-elected in 09, 11, 13, 15, 17, 19 and 2021.

## **Town of Hickory Creek**

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The town has only had one election in the past 14 years. The town is extremely undemocratic and most of the councilmembers are appointed without any connection to the voters themselves. Council has lost the ability to act as a representative body working for the good of the citizens and has slid towards complacency and corruption. Ian Theodore was appointed to his seat and has never talked to the voters or taken seriously the representation of the citizens. Mr. Furtick is running for Mr. Theodore's seat because the last time he talked to Mr. Theodore, he asked him to sit down for an hour to talk about the downtown and the economic future of the downtown. Mr. Theodore did not have the time to meet. Mr. Furtick questions how Mr. Theodore will have the time to run a two month political race.

### **Consent Agenda**

3. January 2025 Council Meeting Minutes
4. January 2025 Financial Statements
5. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby setting regular meeting dates and times of town boards, commissions, and council.
6. Consider and act on a resolution 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 the Texas Department of Transportation for flagging Texas Motor Vehicle Records for failure to appear or pay a fine on a complaint involving violation of a traffic law and providing an effective date.
7. Consider and act on permit application submitted by Walmart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for store remodel project.
8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek authorizing the Mayor of the Town of Hickory Creek, Texas to execute a contract for Increased Law Enforcement for Lewisville Lake lying within Hickory Creek, Texas by and between the Town of Hickory Creek and U.S. Army Corp of Engineers, Fort Worth District.
9. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby ratifying an agreement between the Town of Hickory Creek and police recruits concerning police academy sponsorship.

Motion made by Councilmember Gordon to approve consent agenda items 3-9, Seconded by Councilmember Theodore.

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

### **Regular Agenda**

10. Consider and act on a site and landscape plan for the Lennon II Addition, Lot 9, Block A, being 1.798 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3280 block of FM 2181.

## **Town of Hickory Creek**

**February 24, 2025**

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Motion made by Councilmember Theodore to continue agenda item 10 to a future meeting, Seconded by Mayor Pro Tem Kenney.

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

11. Receive update from John Smith, Town Manager, regarding roadway projects and discuss same.

John Smith, Town Manager, updated the Town Council on the following roadway projects: Harbor Lane, Point Vista Road, Carlisle which is a joint project with Denton County and City of Lake Dallas, Garth and South Hook and answered questions from the Town Council.

### **Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 6:41 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.

12. Litigation regarding Denton CAD Property ID# 62326.
13. Litigation regarding Sycamore Bend Road construction failure.

### **Reconvene into Open Session**

The Town Council reconvened into open session at 7:51 p.m.

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

No action taken.

### **Future Agenda Items**

The following items were requested: street sweeper, down payment of open records request in excess of \$100.00 and an update on the amphitheater.

### **Adjournment**

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

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

**Town of Hickory Creek**  
**February 24, 2025**  
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The meeting did then stand adjourned at 7:52 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 February 28, 2025

	Feb 28, 25
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	28,039.85
BOA - Drug Forfeiture	163,003.27
BOA - Drug Seizure	11.64
BOA - General Fund	591,766.70
BOA - Parks and Recreation	148,488.85
BOA - Payroll	510.00
BOA - Police State Training	5,191.98
Logic 2020 CO's	949,567.21
Logic Animal Shelter Facility	10,903.66
Logic Coronavirus Recovery Fund	58,815.21
Logic Harbor Ln-Sycamore Bend	91,496.35
Logic Investment Fund	10,911,266.94
Logic Turbeville Road	108,003.86
<b>Total Checking/Savings</b>	13,067,065.52
<b>Accounts Receivable</b>	
Municipal Court Payments	13,720.50
<b>Total Accounts Receivable</b>	13,720.50
<b>Total Current Assets</b>	13,080,786.02
<b>TOTAL ASSETS</b>	<b>13,080,786.02</b>
<b>LIABILITIES &amp; EQUITY</b>	0.00

## Town of Hickory Creek

## Profit &amp; Loss

February 2025

03/17/25

Accrual Basis

	<u>Feb 25</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Ad Valorem Tax Revenue</b>	
4002 M&O	170,801.22
4004 M&O Penalties & Interest	807.78
4006 Delinquent M&O	-436.58
4008 I&S Debt Service	81,178.02
4010 I&S Penalties & Interest	380.68
4012 Delinquent I&S	-220.00
<b>Total Ad Valorem Tax Revenue</b>	<u>252,511.12</u>
<b>Building Department Revenue</b>	
4102 Building Permits	5,984.00
4106 Contractor Registration	525.00
4108 Preliminary/Final Plat	850.00
4112 Health Inspections	460.00
4124 Sign Permits	1,100.00
4128 Variance Fee	750.00
4132 Alarm Permit Fees	75.00
<b>Total Building Department Revenue</b>	<u>9,744.00</u>
<b>Interest Revenue</b>	
4330 General Fund Interest	6.02
4332 Investment Interest	43,824.28
<b>Total Interest Revenue</b>	<u>43,830.30</u>
<b>Miscellaneous Revenue</b>	
4502 Animal Adoption & Impound	265.00
4508 Annual Park Passes	2,474.22
4510 Arrowhead Park Fees	1,015.00
4530 Other Receivables	31.00
4534 PD State Training	1,319.55
4536 Point Vista Park Fees	305.00
4550 Sycamore Bend Fees	2,005.00
<b>Total Miscellaneous Revenue</b>	<u>7,414.77</u>
<b>Municipal Court Revenue</b>	
4602 Building Security Fund	1,221.29
4604 Citations	46,370.02
4606 Court Technology Fund	1,012.47
4608 Jury Fund	24.31
4610 Truancy Fund	1,215.60
4612 State Court Costs	19,634.37
4614 Child Safety Fee	25.00
<b>Total Municipal Court Revenue</b>	<u>69,503.06</u>
<b>Sales Tax Revenue</b>	
4702 Sales Tax General Fund	267,669.15
4706 Sales Tax 4B Corporation	38,238.45
4708 Sales Tax Mixed Beverage	3,213.85
4710 Hotel Occupancy Tax	2,124.80
<b>Total Sales Tax Revenue</b>	<u>311,246.25</u>
<b>Total Income</b>	<u>694,249.50</u>
<b>Gross Profit</b>	694,249.50
<b>Expense</b>	
<b>Capital Outlay</b>	
5010 Street Maintenance	105.00
5012 Streets & Road Improvement	8,200.00
5022 Parks and Rec Improvements	132,068.97
5026 Fleet Vehicles	4,905.89

**Town of Hickory Creek**  
**Profit & Loss**  
 February 2025

	Feb 25
5032 Denton County TRIP22	973,640.96
<b>Total Capital Outlay</b>	1,118,920.82
<b>Debt Service</b>	
5110 2015 Refunding Bond Series	42,100.00
5112 2015 C.O. Series	48,100.00
5114 2020 C.O. Series	47,925.00
<b>Total Debt Service</b>	138,125.00
<b>General Government</b>	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	1,597.17
5208 Copier Rental	309.53
5212 EDC Tax Payment	38,239.45
5216 Volunteer/Staff Events	3,138.11
5218 General Communications	471.00
5222 Office Supplies & Equip.	350.10
5224 Postage	29.04
5226 Community Cause	109.26
5228 Town Council/Board Expense	62.91
<b>Total General Government</b>	44,321.57
<b>Municipal Court</b>	
5312 Court Technology	3,944.46
5314 Dues & Memberships	25.00
5318 Merchant Fees/Credit Cards	497.43
5322 Office Supplies/Equipment	27.69
5326 Training & Education	300.00
5332 Warrants Collected	-1,457.41
<b>Total Municipal Court</b>	3,337.17
<b>Parks and Recreation</b>	
5408 Tanglewood Park	980.63
5412 KHCB	200.00
<b>Total Parks and Recreation</b>	1,180.63
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	1,236.86
5434 Harbor Grove	1,098.25
5436 Point Vista	1,234.31
5438 Sycamore Bend	1,784.95
<b>Total Parks Corps of Engineer</b>	5,354.37
<b>Personnel</b>	
5502 Administration Wages	30,916.15
5504 Municipal Court Wages	9,651.13
5506 Police Wages	94,157.15
5507 Police Overtime Wages	4,853.90
5508 Public Works Wages	21,765.60
5509 Public Works Overtime Wage	122.03
5510 Health Insurance	20,600.75
5514 Payroll Expense	3,056.61
5516 Employment Exams	1,375.00
<b>Total Personnel</b>	186,498.32
<b>Police Department</b>	
5602 Auto Gas & Oil	4,276.12
5606 Auto Maintenance & Repair	10,338.93
5612 Computer Hardware/Software	4,392.08
5614 Crime Lab Analysis	230.00
5616 Drug Forfeiture	24,788.49
5626 Office Supplies/Equipment	5.64
5630 Personnel Equipment	8,196.69

Town of Hickory Creek  
**Profit & Loss**  
February 2025

	<u>Feb 25</u>
5636 Uniforms	1,158.22
5640 Training & Education	565.00
<b>Total Police Department</b>	<b>53,951.17</b>
<b>Public Works Department</b>	
5706 Animal Control Supplies	857.66
5710 Auto Gas & Oil	3,129.43
5714 Auto Maintenance/Repair	3,575.43
5716 Beautification	520.87
5718 Computer Hardware/Software	3,910.21
5724 Equipment Maintenance	1,834.09
5728 Equipment Supplies	858.26
5732 Office Supplies/Equipment	5.63
5734 Communications	315.12
5738 Training	255.00
5742 Uniforms	427.72
<b>Total Public Works Department</b>	<b>15,689.42</b>
<b>Services</b>	
5804 Attorney Fees	8,578.24
5814 Engineering	88,387.68
5818 Inspections	2,113.00
5822 Legal Notices/Advertising	42.40
5824 Library Services	100.00
5826 Municipal Judge	1,160.00
5846 Span Transit Services	900.36
<b>Total Services</b>	<b>101,281.68</b>
<b>Utilities &amp; Maintenance</b>	
5902 Bldg Maintenance/Supplies	18,864.09
5904 Electric	2,152.39
5906 Gas	724.45
5908 Street Lighting	4,125.60
5910 Telecom	10,415.56
5912 Water	2,084.58
<b>Total Utilities &amp; Maintenance</b>	<b>38,366.67</b>
<b>Total Expense</b>	<b>1,707,026.82</b>
<b>Net Ordinary Income</b>	<b>-1,012,777.32</b>
<b>Net Income</b>	<b>-1,012,777.32</b>

## Town of Hickory Creek

### Budget vs. Actual Year to Date 41.65%

October 2024 through February 2025

	Oct '24 - Feb 25	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	1,709,843.84	1,785,273.00	95.8%
4004 M&O Penalties & Interest	1,654.09	4,500.00	36.8%
4006 Delinquent M&O	1,911.81	1,000.00	191.2%
4008 I&S Debt Service	813,538.45	848,773.00	95.8%
4010 I&S Penalties & Interest	750.42	3,000.00	25.0%
4012 Delinquent I&S	276.98	500.00	55.4%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,527,975.59</b>	<b>2,643,046.00</b>	<b>95.6%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	57,819.86	275,000.00	21.0%
4104 Certificate of Occupancy	2,500.00	3,500.00	71.4%
4106 Contractor Registration	2,625.00	2,500.00	105.0%
4108 Preliminary/Final Plat	1,700.00	0.00	100.0%
4110 Prelim/Final Site Plan	1,900.00	0.00	100.0%
4112 Health Inspections	11,040.00	10,000.00	110.4%
4122 Septic Permits	0.00	2,000.00	0.0%
4124 Sign Permits	2,100.00	2,000.00	105.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	750.00	1,500.00	50.0%
4130 Vendor Fee	200.00	550.00	36.4%
4132 Alarm Permit Fees	300.00	250.00	120.0%
<b>Total Building Department Revenue</b>	<b>80,934.86</b>	<b>297,500.00</b>	<b>27.2%</b>
<b>Franchise Fee Revenue</b>			
4214 Electric	157,656.15	225,000.00	70.1%
4216 Gas	0.00	90,000.00	0.0%
4218 Telecom	6,890.18	30,000.00	23.0%
4220 Solid Waste	16,724.41	65,000.00	25.7%
<b>Total Franchise Fee Revenue</b>	<b>181,270.74</b>	<b>410,000.00</b>	<b>44.2%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	28.65	25.00	114.6%
4332 Investment Interest	240,180.05	250,000.00	96.1%
<b>Total Interest Revenue</b>	<b>240,208.70</b>	<b>250,025.00</b>	<b>96.1%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	0.00	64,215.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>64,215.00</b>	<b>0.0%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	4,790.00	23,500.00	20.4%
4506 Animal Shelter Donations	2,460.10	1,000.00	246.0%
4508 Annual Park Passes	9,483.20	30,000.00	31.6%
4510 Arrowhead Park Fees	10,981.00	40,000.00	27.5%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	87,660.93	0.00	100.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	3,322,563.00	0.0%
4526 Mineral Rights	128.23	500.00	25.6%
4530 Other Receivables	31,047.94	75,000.00	41.4%
4534 PD State Training	1,439.55	0.00	100.0%
4536 Point Vista Park Fees	2,210.00	9,000.00	24.6%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	11,531.00	30,000.00	38.4%
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	0.00	0.00	0.0%
4560 2020 CO Proceeds	0.00	1,368,089.00	0.0%
4562 Coronavirus Local Recovery	0.00	0.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%

## Town of Hickory Creek

### Budget vs. Actual Year to Date 41.65%

October 2024 through February 2025

	Oct '24 - Feb 25	Budget	% of Budget
4566 Interlocal Agreements	8,041.12	205,000.00	3.9%
4568 Opiod Settlements	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>169,803.07</b>	<b>5,104,802.00</b>	<b>3.3%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	7,036.02	18,023.00	39.0%
4604 Citations	237,608.84	550,000.00	43.2%
4606 Court Technology Fund	5,794.40	15,936.00	36.4%
4608 Jury Fund	141.58	200.00	70.8%
4610 Truancy Fund	7,079.53	0.00	100.0%
4612 State Court Costs	116,739.94	311,060.00	37.5%
4614 Child Safety Fee	100.00	800.00	12.5%
<b>Total Municipal Court Revenue</b>	<b>374,500.31</b>	<b>896,019.00</b>	<b>41.8%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	1,056,546.42	2,333,625.00	45.3%
4706 Sales Tax 4B Corporation	150,935.21	333,375.00	45.3%
4708 Sales Tax Mixed Beverage	16,597.00	38,000.00	43.7%
4710 Hotel Occupancy Tax	3,585.67	5,000.00	71.7%
<b>Total Sales Tax Revenue</b>	<b>1,227,664.30</b>	<b>2,710,000.00</b>	<b>45.3%</b>
<b>Total Income</b>	<b>4,802,357.57</b>	<b>12,375,607.00</b>	<b>38.8%</b>
<b>Gross Profit</b>	<b>4,802,357.57</b>	<b>12,375,607.00</b>	<b>38.8%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	3,768.38	25,000.00	15.1%
5012 Streets & Road Improvement	557,905.72	2,107,000.00	26.5%
5022 Parks and Rec Improvements	236,792.91	2,000,000.00	11.8%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Vehicles	81,706.02	62,000.00	131.8%
5030 Broadband Initiative	0.00	0.00	0.0%
5032 Denton County TRIP22	1,165,147.29	1,100,000.00	105.9%
5034 Animal Shelter Expansion	0.00	50,000.00	0.0%
<b>Total Capital Outlay</b>	<b>2,045,320.32</b>	<b>5,344,000.00</b>	<b>38.3%</b>
<b>Debt Service</b>			
5110 2015 Refunding Bond Series	42,600.00	314,875.00	13.5%
5112 2015 C.O. Series	48,600.00	276,875.00	17.6%
5114 2020 C.O. Series	47,925.00	257,025.00	18.6%
<b>Total Debt Service</b>	<b>139,125.00</b>	<b>848,775.00</b>	<b>16.4%</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	9,023.91	60,000.00	15.0%
5208 Copier Rental	1,851.29	3,600.00	51.4%
5210 Dues & Memberships	871.45	3,500.00	24.9%
5212 EDC Tax Payment	150,940.21	333,375.00	45.3%
5214 Election Expenses	0.00	15,000.00	0.0%
5216 Volunteer/Staff Events	6,822.33	7,000.00	97.5%
5218 General Communications	11,474.00	32,000.00	35.9%
5222 Office Supplies & Equip.	1,143.33	3,000.00	38.1%
5224 Postage	1,836.13	7,000.00	26.2%
5226 Community Cause	2,621.30	2,000.00	131.1%
5228 Town Council/Board Expense	4,476.79	6,500.00	68.9%
5230 Training & Education	0.00	1,500.00	0.0%
5232 Travel Expense	1,536.12	1,500.00	102.4%
5234 Staff Uniforms	627.47	800.00	78.4%
5236 Transfer to Reserve	0.00	0.00	0.0%
<b>Total General Government</b>	<b>193,299.33</b>	<b>477,275.00</b>	<b>40.5%</b>
<b>Municipal Court</b>			

## Town of Hickory Creek

### Budget vs. Actual Year to Date 41.65%

October 2024 through February 2025

	Oct '24 - Feb 25	Budget	% of Budget
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	0.00	18,023.00	0.0%
5312 Court Technology	6,710.61	15,963.00	42.0%
5314 Dues & Memberships	50.00	150.00	33.3%
5318 Merchant Fees/Credit Cards	3,222.70	5,000.00	64.5%
5322 Office Supplies/Equipment	110.20	100.00	110.2%
5324 State Court Costs	148,567.79	311,060.00	47.8%
5326 Training & Education	300.00	1,000.00	30.0%
5328 Travel Expense	0.00	1,000.00	0.0%
5332 Warrants Collected	-8,401.04	2,500.00	-336.0%
<b>Total Municipal Court</b>	<b>150,560.26</b>	<b>354,896.00</b>	<b>42.4%</b>
<b>Parks and Recreation</b>			
5402 Events	0.00	1,500.00	0.0%
5408 Tanglewood Park	3,215.51	5,000.00	64.3%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	360.00	500.00	72.0%
5416 Town Hall Park	0.00	0.00	0.0%
<b>Total Parks and Recreation</b>	<b>3,775.51</b>	<b>7,500.00</b>	<b>50.3%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	5,493.96	39,000.00	14.1%
5434 Harbor Grove	1,250.50	10,500.00	11.9%
5436 Point Vista	4,707.82	15,500.00	30.4%
5438 Sycamore Bend	6,294.99	44,000.00	14.3%
<b>Total Parks Corps of Engineer</b>	<b>17,747.27</b>	<b>109,000.00</b>	<b>16.3%</b>
<b>Personnel</b>			
5502 Administration Wages	163,112.93	390,727.00	41.7%
5504 Municipal Court Wages	52,770.96	125,393.00	42.1%
5506 Police Wages	492,232.94	1,283,873.00	38.3%
5507 Police Overtime Wages	25,032.41	36,000.00	69.5%
5508 Public Works Wages	118,652.82	286,154.00	41.5%
5509 Public Works Overtime Wage	2,034.14	4,500.00	45.2%
5510 Health Insurance	84,984.65	286,225.00	29.7%
5512 Longevity	14,718.00	14,750.00	99.8%
5514 Payroll Expense	14,532.14	30,000.00	48.4%
5516 Employment Exams	2,200.00	2,500.00	88.0%
5518 Retirement (TMRS)	129,597.93	317,550.00	40.8%
5520 Unemployment (TWC)	727.22	3,000.00	24.2%
5522 Workman's Compensation	42,068.60	43,070.00	97.7%
5524 Contract Employment	0.00	30,000.00	0.0%
<b>Total Personnel</b>	<b>1,142,664.74</b>	<b>2,853,742.00</b>	<b>40.0%</b>
<b>Police Department</b>			
5602 Auto Gas & Oil	22,048.76	50,000.00	44.1%
5606 Auto Maintenance & Repair	37,438.97	65,000.00	57.6%
5610 Books & Subscriptions	226.34	600.00	37.7%
5612 Computer Hardware/Software	39,954.79	75,500.00	52.9%
5614 Crime Lab Analysis	1,421.14	5,000.00	28.4%
5616 Drug Forfeiture	25,088.49	0.00	100.0%
5618 Dues & Memberships	125.00	500.00	25.0%
5626 Office Supplies/Equipment	543.97	2,000.00	27.2%
5630 Personnel Equipment	31,684.50	40,000.00	79.2%
5634 Travel Expense	0.00	1,500.00	0.0%
5636 Uniforms	5,409.38	12,000.00	45.1%
5640 Training & Education	4,585.00	15,000.00	30.6%
5644 Citizens on Patrol	0.00	100.00	0.0%
5646 Community Outreach	1,325.48	1,500.00	88.4%
5648 K9 Unit	999.81	3,500.00	28.6%
5650 Task Force Forfeiture	0.00	0.00	0.0%
<b>Total Police Department</b>	<b>170,851.63</b>	<b>272,200.00</b>	<b>62.8%</b>
<b>Public Works Department</b>			

## Town of Hickory Creek

### Budget vs. Actual Year to Date 41.65%

October 2024 through February 2025

	Oct '24 - Feb 25	Budget	% of Budget
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	1,015.52	2,500.00	40.6%
5706 Animal Control Supplies	1,894.21	5,000.00	37.9%
5708 Animal Control Vet Fees	10,245.60	25,000.00	41.0%
5710 Auto Gas & Oil	7,856.56	20,000.00	39.3%
5714 Auto Maintenance/Repair	9,345.77	10,000.00	93.5%
5716 Beautification	16,827.89	120,000.00	14.0%
5718 Computer Hardware/Software	4,470.37	3,500.00	127.7%
5720 Dues & Memberships	0.00	450.00	0.0%
5722 Equipment	0.00	2,500.00	0.0%
5724 Equipment Maintenance	9,268.52	35,000.00	26.5%
5726 Equipment Rental	0.00	1,000.00	0.0%
5728 Equipment Supplies	2,929.92	5,000.00	58.6%
5732 Office Supplies/Equipment	112.94	1,750.00	6.5%
5734 Communications	1,575.60	3,800.00	41.5%
5738 Training	305.00	800.00	38.1%
5740 Travel Expense	1,195.16	2,000.00	59.8%
5742 Uniforms	2,369.45	2,800.00	84.6%
5748 Landscaping Services	30,031.41	90,000.00	33.4%
<b>Total Public Works Department</b>	<b>99,443.92</b>	<b>332,100.00</b>	<b>29.9%</b>
<b>Services</b>			
5802 Appraisal District	4,609.88	17,500.00	26.3%
5804 Attorney Fees	59,906.62	100,000.00	59.9%
5806 Audit	17,500.00	15,500.00	112.9%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	167,562.53	95,000.00	176.4%
5816 General Insurance	59,798.72	60,014.00	99.6%
5818 Inspections	16,376.50	42,000.00	39.0%
5820 Fire Service	485,346.00	970,692.00	50.0%
5822 Legal Notices/Advertising	2,698.10	2,000.00	134.9%
5824 Library Services	573.60	1,200.00	47.8%
5826 Municipal Judge	6,955.00	13,800.00	50.4%
5828 Printing	730.02	2,500.00	29.2%
5830 Tax Collection	3,056.00	3,500.00	87.3%
5832 Computer Technical Support	45,953.92	45,000.00	102.1%
5838 DCCAC	0.00	3,780.00	0.0%
5840 Denton County Dispatch	0.00	45,183.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	3,928.32	20,000.00	19.6%
5848 Recording Fees	55.50	500.00	11.1%
<b>Total Services</b>	<b>875,050.71</b>	<b>1,441,119.00</b>	<b>60.7%</b>
<b>Special Events</b>			
6012 Special Events	12,731.68	25,000.00	50.9%
<b>Total Special Events</b>	<b>12,731.68</b>	<b>25,000.00</b>	<b>50.9%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	63,804.12	185,000.00	34.5%
5904 Electric	10,944.99	27,000.00	40.5%
5906 Gas	1,535.81	3,000.00	51.2%
5908 Street Lighting	20,640.14	45,000.00	45.9%
5910 Telecom	13,888.41	25,000.00	55.6%
5912 Water	7,480.90	25,000.00	29.9%
<b>Total Utilities &amp; Maintenance</b>	<b>118,294.37</b>	<b>310,000.00</b>	<b>38.2%</b>
<b>Total Expense</b>	<b>4,968,864.74</b>	<b>12,375,607.00</b>	<b>40.2%</b>
<b>Net Ordinary Income</b>	<b>-166,507.17</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>-166,507.17</b>	<b>0.00</b>	<b>100.0%</b>



## Town of Hickory Creek Expenditures over \$1,000.00 February 2025

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5012 Streets &amp; Road Improvement</b>				
Bill	02/20/2025	Inv #2...	Coleman & Assoc. Land Surveying	8,200.00
Total 5012 Streets & Road Improvement				8,200.00
<b>5022 Parks and Rec Improvements</b>				
Bill	02/27/2025	Inv #2...	Whirlix Design Inc	131,837.00
Total 5022 Parks and Rec Improvements				131,837.00
<b>5026 Fleet Vehicles</b>				
Bill	02/20/2025	Inv #2...	Technics Auto Shield	1,700.00
Check	02/20/2025	Debit	Enterprise Fleet Management	3,205.89
Total 5026 Fleet Vehicles				4,905.89
Total Capital Outlay				144,942.89
<b>Debt Service</b>				
<b>5110 2015 Refunding Bond Series</b>				
Check	02/10/2025	Debit	US Bank	42,100.00
Total 5110 2015 Refunding Bond Series				42,100.00
<b>5112 2015 C.O. Series</b>				
Check	02/10/2025	Debit	US Bank	48,100.00
Total 5112 2015 C.O. Series				48,100.00
<b>5114 2020 C.O. Series</b>				
Check	02/10/2025	Debit	US Bank	47,925.00
Total 5114 2020 C.O. Series				47,925.00
Total Debt Service				138,125.00
<b>General Government</b>				
<b>5206 Computer Hardware/Software</b>				
Bill	02/27/2025	Inv #6...	Verizon Wireless	1,454.18
Total 5206 Computer Hardware/Software				1,454.18
<b>5212 EDC Tax Payment</b>				
Check	02/24/2025		Hickory Creek Economic Development	38,238.45
Total 5212 EDC Tax Payment				38,238.45
<b>5216 Volunteer/Staff Events</b>				
Check	02/10/2025	Debit	Elite Casino Events	1,122.50
Check	02/25/2025	Debit	Elite Casino Events	1,122.50
Total 5216 Volunteer/Staff Events				2,245.00
Total General Government				41,937.63
<b>Municipal Court</b>				
<b>5312 Court Technology</b>				
Bill	02/20/2025	Inv #1...	Tyler Technologies	3,944.46
Total 5312 Court Technology				3,944.46
Total Municipal Court				3,944.46
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	02/04/2025	Debit	Renaissance Life & Health Insurance	1,159.03
Check	02/20/2025	Debit	Cigna	19,115.98
Total 5510 Health Insurance				20,275.01

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**February 2025**

Type	Date	Num	Name	Amount
Total Personnel				20,275.01
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	02/21/2025	Debit	WEX Bank	4,276.12
Total 5602 Auto Gas & Oil				4,276.12
<b>5606 Auto Maintenance &amp; Repair</b>				
Bill	02/06/2025	Inv #1...	Christian Brothers Automotive	2,695.72
Bill	02/27/2025	Inv #1...	Discount Tire	1,082.80
Bill	02/27/2025	Inv #1...	Christian Brothers Automotive	5,067.59
Total 5606 Auto Maintenance & Repair				8,846.11
<b>5612 Computer Hardware/Software</b>				
Bill	02/20/2025	Inv #1...	Tyler Technologies	2,003.18
Total 5612 Computer Hardware/Software				2,003.18
<b>5616 Drug Forfeiture</b>				
Check	02/06/2025	6086	Bill Utter Ford, Inc.	24,788.49
Total 5616 Drug Forfeiture				24,788.49
<b>5630 Personnel Equipment</b>				
Bill	02/06/2025	Inv #2...	Command Communications	2,955.00
Bill	02/20/2025	SO #5...	Utility Associates, Inc.	1,300.00
Bill	02/27/2025	Inv #2...	Command Communications	2,935.00
Total 5630 Personnel Equipment				7,190.00
Total Police Department				47,103.90
<b>Public Works Department</b>				
<b>5710 Auto Gas &amp; Oil</b>				
Check	02/21/2025	Debit	WEX Bank	1,113.93
Bill	02/27/2025	Inv #3...	Kelsoe Oil Company	1,995.00
Total 5710 Auto Gas & Oil				3,108.93
<b>5714 Auto Maintenance/Repair</b>				
Bill	02/20/2025	Inv #1...	Christian Brothers Automotive	1,213.78
Bill	02/20/2025	Inv #1...	Priority Public Safety	1,940.00
Total 5714 Auto Maintenance/Repair				3,153.78
<b>5718 Computer Hardware/Software</b>				
Bill	02/20/2025	Inv #1...	Tyler Technologies	3,650.17
Total 5718 Computer Hardware/Software				3,650.17
<b>5724 Equipment Maintenance</b>				
Check	02/03/2025	Debit	Vermeer Texas-Louisiana	1,476.84
Total 5724 Equipment Maintenance				1,476.84
Total Public Works Department				11,389.72
<b>Services</b>				
<b>5804 Attorney Fees</b>				
Bill	02/06/2025	Januar...	Brown & Hofmeister, LLP	7,161.24
Total 5804 Attorney Fees				7,161.24
<b>5814 Engineering</b>				
Check	02/20/2025	Debit	Half Associates, Inc.	87,977.42
Total 5814 Engineering				87,977.42
<b>5818 Inspections</b>				
Check	02/20/2025	ACH	Build by I-Codes	1,660.00

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**February 2025**

Type	Date	Num	Name	Amount
Total 5818 Inspections				1,660.00
<b>5826 Municipal Judge</b>				
Check	02/28/2025		The Law Office of Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00
Total Services				97,848.66
<b>Utilities &amp; Maintenance</b>				
<b>5902 Bldg Maintenance/Supplies</b>				
Bill	02/05/2025	Inv #1...	Everon, LLC	2,319.84
Check	02/14/2025	Debit	Refresh Floor Care Specialists	1,445.68
Check	02/19/2025	Debit	Everon, LLC	2,319.84
Check	02/19/2025	Debit	Everon, LLC	2,319.84
Bill	02/20/2025	Inv #IN...	Texas AirSystems	2,917.76
Bill	02/27/2025	Inv #2...	Golden Triangle Fire	4,800.00
Total 5902 Bldg Maintenance/Supplies				16,122.96
<b>5904 Electric</b>				
Check	02/24/2025	Debit	Hudson Energy Services, LLC	2,152.39
Total 5904 Electric				2,152.39
<b>5908 Street Lighting</b>				
Check	02/24/2025	Debit	Hudson Energy Services, LLC	3,947.52
Total 5908 Street Lighting				3,947.52
<b>5910 Telecom</b>				
Check	02/11/2025	Debit	Microsoft Corporation	9,384.00
Total 5910 Telecom				9,384.00
Total Utilities & Maintenance				31,606.87
Total Expense				537,174.14
Net Ordinary Income				-537,174.14
<b>Net Income</b>				<b>-537,174.14</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:** 02/01/2025 - 02/28/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5009%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 2/28/25 WAS 0.999955.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			946,300.84
02/18/2025	TRANSFER FROM 1668276001	6176494	929,829.31	1,876,130.15
02/18/2025	WIRE WITHDRAWAL	6176496	559,622.21 -	1,316,507.94
02/18/2025	WIRE WITHDRAWAL	6176498	370,207.10 -	946,300.84
02/28/2025	MONTHLY POSTING	9999888	3,266.37	949,567.21
	ENDING BALANCE			949,567.21

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	946,300.84
TOTAL DEPOSITS	929,829.31
TOTAL WITHDRAWALS	929,829.31
TOTAL INTEREST	3,266.37
ENDING BALANCE	949,567.21
AVERAGE BALANCE	946,300.84

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	929,829.31	1,087,022.07	7,347.91



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:** 02/01/2025 - 02/28/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5009%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 2/28/25 WAS 0.999955.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
------------------	-------------	---------------------	--------------------	---------

	BEGINNING BALANCE			10,866.15
02/28/2025	MONTHLY POSTING	9999888	37.51	10,903.66
	ENDING BALANCE			10,903.66

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	10,866.15
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	37.51
ENDING BALANCE	10,903.66
AVERAGE BALANCE	10,866.15

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	79.20



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:** 02/01/2025 - 02/28/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5009%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 2/28/25 WAS 0.999955.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			58,612.89
02/28/2025	MONTHLY POSTING	9999888	202.32	58,815.21
	ENDING BALANCE			58,815.21

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	58,612.89
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	202.32
ENDING BALANCE	58,815.21
AVERAGE BALANCE	58,612.89

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	0.00	427.38



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:** 02/01/2025 - 02/28/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5009%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 2/28/25 WAS 0.999955.

<b>MONTHLY ACTIVITY DETAIL</b>				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			91,181.58
02/28/2025	MONTHLY POSTING	9999888	314.77	91,496.35
	ENDING BALANCE			91,496.35

<b>MONTHLY ACCOUNT SUMMARY</b>	
BEGINNING BALANCE	91,181.58
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	314.77
ENDING BALANCE	91,496.35
AVERAGE BALANCE	91,181.58

<b>ACTIVITY SUMMARY (YEAR-TO-DATE)</b>			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	664.88



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:** 02/01/2025 - 02/28/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5009%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 2/28/25 WAS 0.999955.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			11,939,589.47
02/10/2025	WIRE WITHDRAWAL	6176044	42,100.00 -	11,897,489.47
02/10/2025	WIRE WITHDRAWAL	6176045	48,100.00 -	11,849,389.47
02/10/2025	WIRE WITHDRAWAL	6176046	47,925.00 -	11,801,464.47
02/18/2025	TRANSFER TO 1668276015	6176494	929,829.31 -	10,871,635.16
02/28/2025	MONTHLY POSTING	9999888	39,631.78	10,911,266.94
	ENDING BALANCE			10,911,266.94

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	11,939,589.47
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	1,067,954.31
TOTAL INTEREST	39,631.78
ENDING BALANCE	10,911,266.94
AVERAGE BALANCE	11,480,571.71

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,100,000.00	1,067,954.31	81,933.23





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:** 02/01/2025 - 02/28/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5009%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 2/28/25 WAS 0.999955.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			107,632.33
02/28/2025	MONTHLY POSTING	9999888	371.53	108,003.86
	ENDING BALANCE			108,003.86

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	107,632.33
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	371.53
ENDING BALANCE	108,003.86
AVERAGE BALANCE	107,632.33

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	784.82

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2025-0324-\_\_**

**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 THE DENTON COUNTY ELECTIONS ADMINISTRATOR CONCERNING ELECTION ADMINISTRATION SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a proposed agreement with the Denton County Elections Administrator concerning election administration services (hereinafter the "Agreement") 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 24<sup>th</sup> day of March, 2025.

\_\_\_\_\_  
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

## **THE STATE OF TEXAS COUNTY OF DENTON**

### **JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 3, 2025 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

#### ***RECITALS***

Each participating authority listed above plans to hold a General or Special Election on May 3, 2025. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

#### **I. ADMINISTRATION**

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

## **II. LEGAL DOCUMENTS**

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

## **III. VOTING LOCATIONS**

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

## **IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL**

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at a flat rate of \$78. Election judges and clerks that elect to complete online training shall be compensated at a rate of a flat \$50. In the event that an Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Presiding Judge in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$19.557/hour), Alternate Judge (\$18.2532/ hour), Clerk (\$16.9494/ hour)

Election Day – Presiding Judge (\$19.557/hour), Alternate Judge (\$18.2532/ hour), Clerk (\$16.9494/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #9). The Election Administrator has the right to waive these costs as they see fit.

## **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (March 31, 2025) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list of candidates and/or propositions must be completed on the ballot language form provided by the Elections Administrator, the information will preferably be in sentence case format, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the Central Appraisal District, then the appropriate school district ballot content appearing on the ballot, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

## **VI. EARLY VOTING**

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered and determined based on the availability of the facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 3, 2025 election will be as follows:

Tuesday, April 22, 2025 through Saturday, April 26, 2025; 8am – 5pm

Sunday, April 27, 2025; 11am-5pm

Monday, April 28, 2025 through Tuesday, April 29, 2025; 7am-7pm



As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk  
Denton County Elections  
PO Box 1720  
Denton, TX 76202  
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk  
Denton County Elections  
701 Kimberly Drive, Suite A100  
Denton, TX 76208  
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

## **VII. EARLY VOTING BALLOT BOARD**

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

## **VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator  
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator

Presiding Judge: Early Voting Ballot Board Judge  
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and members of the general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

## **IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY**

Each participating authority with territory containing population outside of Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections. On a case-by-case basis, the Elections Administrator may consider administering an entities election for portions outside of Denton County.

## **X. RUNOFF ELECTIONS**

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be determined by the Secretary of State, with early voting being held in accordance with the Election Code.

## **XI. ELECTION EXPENSES AND ALLOCATION OF COSTS**

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location. If an entity requests an Early Voting location outside of their jurisdiction and the request is granted, the participating authority shall be responsible for an equal portion of the actual cost associated with the early voting location requested.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Final determination of Early Voting and/or Election Day locations will be confirmed by the Elections Administrator.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and/or fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$750 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

The fee for programming each participating authority's election will be based on the number of races within their election. The fee schedule is as follows:

<b>Programming Fees</b>	
<b># of Races</b>	<b>DCEA fee</b>
1-5	\$750.00
6-10	\$1,265.00
11-20	\$1,650.00
21-40	\$2,090.00
41-75	\$2,640.00
76-100	\$3,135.00

## **XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

### **XIII. RECORDS OF THE ELECTION**

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

### **XIV. RECOUNTS**

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

### **XV. MISCELLANEOUS PROVISIONS**

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of 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 provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$46.798
Voter Registration Clerk	\$35.788 - \$37.718
Technology Resources Coordinator	\$50.666
Elections Technician	\$32.593 - \$40.057
Voter Registration Coordinator	\$42.854
Training Coordinator	\$52.800
Election Coordinator	\$35.635

**XVI. COST ESTIMATES AND DEPOSIT OF FUNDS**

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority’s obligation under the terms of this agreement shall be calculated after the May 3, 2025 election (or runoff election, if applicable). The participating authority’s obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

<b>Entity</b>	<b>Estimate</b>
---------------	-----------------

v.0525

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 13<sup>th</sup> day of January, 2025 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 24<sup>th</sup> day of March, 2025 been executed on behalf of the Town of Hickory Creek pursuant to an action of the Town of Hickory Creek Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



\_\_\_\_\_  
Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF HICKORY CREEK

APPROVED:

ATTESTED:

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

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



**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2025-0324\_\_**

**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 BY AND BETWEEN THE TOWN OF HICKORY CREEK AND OUTDOOR PADDLE EZ, LLC CONCERNING BOAT RENTALS, 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 agreement for boat rental services (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 24<sup>th</sup> day of March, 2025.

---

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

## CONCESSION AGREEMENT

**THIS CONCESSION AGREEMENT** (this “**Agreement**”) is entered into by and between the Town of Hickory Creek, Texas, a Type A general law municipality (the “**Town**”) and Paddle EZ, a Texas LLC (the “**Concessionaire**”) (collectively, the “**Parties**” and each, a “**Party**”).

### WITNESSETH:

**WHEREAS** the Secretary of the Army granted to the Town a lease to use and occupy the property identified as Sycamore Bend Park, as more particularly described in the Lease, for public park and recreational purposes (reference to said Lease being hereby made for all purposes to the same extent as if fully set forth herein); and,

**WHEREAS** the Lease authorizes the Town to enter into concession agreements with third parties to provide needed services to the public, subject to the provisions of the Lease and the approval of the District Engineer, Corps of Engineers, Fort Worth District (the “**District Engineer**”); and,

**WHEREAS**, the Town has determined that the rental of human powered boats (each a “**Boat**”) will enhance the public’s recreational experience; and,

**WHEREAS**, the Concessionaire has been selected by the Town to operate a Boat rental business within a portion of the Town’s leased property (the “**Concession Area**”), as more particularly described in Exhibit “A” attached hereto and made a part hereof.

**NOW, THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties do mutually agree as follows:

**1.0 Incorporation of Recitals.** The foregoing recitals (a) are incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties; (b) are true and correct as of the Effective Date; (c) form the basis upon which the Parties negotiated and entered into this Agreement; (d) are legislative findings of the Town Council, and (e) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

**2.0 Agreement Subject to the Town’s Lease (DACW63-1-15-0593).** It is expressly agreed and understood that all of the terms, conditions, privileges and obligations incorporated in the Lease issued to the Town by the Secretary of the Army are as binding on the Concessionaire as if they were set forth herein. Further, should the Secretary of the Army terminate the Lease issued to the Town, this Agreement immediately terminates.

**3.0 Term.** The term of this Agreement is 1 Year, commencing on April 1, 2025, and ending on April 1, 2026. This Agreement does not automatically renew and does not grant the Concessionaire any rights in any future years.

**4.0 Commercial Activities.** The Concessionaire is authorized to conduct the rental of Boats (the “**Commercial Activities**”) only at the Concession Area.

4.1 If Sycamore Bend Park is closed for any reason, the Concessionaire may not conduct any Commercial Activities.

4.2 Prior to rental of any Boats, the Concessionaire shall provide insurance policy.

4.3 The Concessionaire shall follow all Town of Hickory Creek Park rules.

4.4 The Commercial Activities shall be operated in a manner satisfactory to the Town and shall conduct the Commercial Activities as the Town shall at any time specify.

**5.0 Reports.** The Concessionaire shall submit monthly reports in a form approved by the Town, to the Town Manager. Monthly reports shall be submitted no later than 20 days after the end of the month.

**6.0 Concession Fee.** The Concessionaire shall pay the Town compensation as follows:

6.1 A sum equal to EIGHT PERCENT (8%) of the first TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) of Gross Revenues (hereinafter defined) from all of the Commercial Activities conducted under this Agreement by Concessionaire which said payments shall be made in monthly installments, each due and payable on or before the 20th day of the calendar month following the end of each month.

6.2 A sum equal to TWELVE PERCENT (12%) of the Gross Revenues exceeding TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) through FIFTY THOUSAND DOLLARS (\$50,000.00) inclusive, from all of the Commercial Activities conducted under this Agreement by Concessionaire which said payments shall be made in monthly installments, each due and payable on or before the 20th day of the calendar month following the end of each month.

6.3 A sum equal to FIFTEEN PERCENT (15%) of Gross Revenues in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) from all of the Commercial Activities conducted under this Agreement by Concessionaire which said payments shall be made in monthly installments, each due and payable on or before the 20th day of the calendar month following the end of each month.

6.4 "Gross Revenues" means all revenues that Concessionaire receives from the commercial activities conducted under this Agreement before deductions for any purpose.

6.5 The Town shall have the right, with reasonable prior notice to Concessionaire, to audit Concessionaire's books and records to confirm the amount of gross revenues actually received by Concessionaire from the commercial activities conducted under this Agreement.

6.6 All payments shall be remitted to the address designated for notice.

**7.0 Compliance with Laws.** The Concessionaire shall comply with all federal, state and local laws and regulations.

**8.0 Transfers, Subleases, Assignments.** The Concessionaire shall not transfer, sublease, or assign this Agreement or privileges thereunder, nor any interest whatsoever in connection with this Agreement without written approval from Town.

**9.0 Termination.** The Concessionaire understands and agrees that this Agreement is an at-will agreement which the Town may terminate at any time, for any reason in its sole discretion, and with or without cause. Further, the Town has no obligation to provide notice of any default or breach and may terminate this Agreement immediately and without any prior notice. In the event the Town terminates this Agreement, the Concessionaire shall pay the Town for any outstanding fees, as provided in section 6.0 above, generated through the date of termination.

The concessionaire waives any right of recovery or action against the Town arising from or relating to this Agreement, including but not limited to any action for any alleged damages in whatever form, whether actual, incidental, or exemplary, or any action seeking declaratory or injunctive relief. Should it be necessary for the Town to enforce this Agreement in a court proceeding, the Town is entitled to recovery of its reasonable and necessary attorneys' fees and costs. The Concessionaire waives any right of recovery for its attorneys' fees and costs provided by or under Texas law.

**10.0 Protection of Government Property.** The Concessionaire shall be responsible for any damages that may be caused to government property by the Commercial Activities.

**11.0 INDEMNIFICATION. THE CONCESSIONAIRE EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD THE TOWN, ITS OFFICERS, EMPLOYEES, AGENTS, AND LICENSEES (FOR PURPOSES OF THIS PARAGRAPH COLLECTIVELY REFERRED TO AS THE "TOWN") AND THE UNITED STATES FREE AND HARMLESS FROM ANY AND ALL LOSSES, EXPENSES, INCLUDING ATTORNEY'S FEES, DAMAGES, DEMANDS, CLAIMS, JUDGMENTS OR LIABILITY WHATSOEVER, HOWSOEVER CAUSED OR ARISING OUT OF OR IN CONNECTION WITH INJURIES (INCLUDING DEATH) OR DAMAGES TO ANY AND ALL PERSONS AND/OR PROPERTY IN ANY WAY SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH, OR BY REASON OF, THE PERFORMANCE OR FAILURE TO PERFORM ANY ACT BY ANY AGENT, CONTRACTOR OR EMPLOYEE OF THE CONCESSIONAIRE UNDER THE TERMS OF THIS AGREEMENT. THIS INDEMNIFICATION ALSO INCLUDES, COVERS AND RELATES TO, WITHOUT LIMITATION, ANY NEGLIGENT ACT AND/OR OMISSION (WHETHER JOINT, COMPARATIVE, OR CONCURRENT) OF THE CONCESSIONAIRE. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**12.0 Notice.** Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) three (3) days after sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below; (ii) one (1) business day after deposit with a nationally recognized courier service having the ability to track shipping and delivery of notices, including but not limited to, services such as Federal Express or United Parcel Service (UPS); or (iii) on the day actually received if sent by courier or otherwise hand delivered. Any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein.

Notice to the Town shall be sent to:

Town Manager's Office  
1075 Ronald Reagan Avenue  
Hickory Creek, Texas 75065

Notice to the Concessionaire shall be sent to:

Paddle EZ, LLC.  
ATTN: Josh Jackson  
1802 Manchester Way  
Corinth, Texas 76210

### **13.0 Insurance.**

13.1 Prior to commencing the Commercial Activities under this Agreement, the Concessionaire shall obtain and carry throughout the term of this Agreement insurance. Generally, the following insurance is required:

13.1.1 Marine General Liability or Commercial General Liability with no waterborne exclusions: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. This requirement can be met with a combination of Commercial General Liability and Protection & Indemnity (or equivalent) coverage that includes contractual liability.

13.1.2 Workers' Compensation and Employer's Liability: \$500,000 per injury, \$500,000 per occurrence and \$500,000 per occupational disease; and

13.1.3 Automobile Liability: \$500,000 combined single limit.

13.2 The Town and the U.S. Army Corps of Engineers must be listed as "Additional Insured" on the insurance set forth in subsection 13.1.

**14.0 Interpretation.** The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

**15.0 Authority and Enforceability; Binding Effect.** The Concessionaire represents and warrants that this Agreement has been approved by appropriate action of the Concessionaire, and that the individual executing this Agreement on behalf of the Concessionaire has been duly authorized to do so. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

**16.0 Entire Agreement; Severability.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

**17.0 Applicable Law; Venue.** This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Venue for any action to enforce or construe this Agreement shall be Denton County, Texas.

**18.0 Non-Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all

provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**19.0 Immigration Reform and Control Act (8 U.S.C 1324a).** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Concessionaire shall at all times during the term of the Agreement comply with the requirements of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Concessionaire also warrants that it has not had an IRCA violation within the last five (5) years.

**20.0 Protection Of Resident Workers.** The Town actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Concessionaire shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Town reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Concessionaire's expense.

**21.0 Anti-Boycott Verification.** The Concessionaire hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is construed to be a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, but only to the extent such section is applicable, and to the extent such Section does not contravene applicable federal law.

As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing a business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Concessionaire understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Concessionaire and exists to make a profit.

## **22.0 Iran, Sudan and Foreign Terrorist Organizations.**

22.1 The Concessionaire represents that neither it nor any of its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

22.2 The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable federal law and excludes the Concessionaire and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

22.3 The Concessionaire understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Concessionaire and exists to make a profit.

**23.0 Ethics Disclosure.** The Concessionaire represents that it has completed a Texas Ethics Commission (“TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing a application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in Form 1295. The information contained in the Form 1295 has been provided solely by the Concessionaire and the Town has not verified such information.

**24.0 Other Agreements and Remedies.** Nothing in this Agreement is intended to constitute a waiver by the Town of any remedy the Town may have outside this Agreement against the Concessionaire. The obligations of the Concessionaire hereunder shall be those as a Party hereto and not solely as an owner of the Property. Nothing herein shall be construed, nor is intended, to affect the Town's, the Concessionaire’s rights and duties to perform its obligations under other agreements, regulations and ordinances.

**25.0 No Waiver of Governmental Powers and Immunities.** The Town does not waive or surrender any of its governmental powers, immunities or rights and, notwithstanding any provision in this Agreement, this Agreement does not control, waive, limit or supplant the legislative authority or discretion of the Town Council of the Town.

**26.0 No Third-Party Rights.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give any person or entity other than the Parties any rights, remedies or claims under or by reason of this Agreement, and all covenants, conditions, promises and agreements in this Agreement shall be for the sole and exclusive benefit of the Parties. No person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary.

**27.0 Modification.** This Agreement may only be revised, modified or amended by a written document duly signed by the Town and Concessionaire, unless otherwise specifically provided for herein. Oral revisions, modifications or amendments are not permitted.

**28.0 No Partnership or Joint Venture.** Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership or joint venture between the Parties.

**29.0 Independent Contractor.** The Concessionaire is an independent contractor and not an agent, servant, employee or representative of the Town in the performance of the Commercial Activities. No term or provision herein or act of the Concessionaire shall be construed as changing that status.



**30.0 Non-Discrimination.** The Concessionaire shall not discriminate, directly or indirectly, based on race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability status, genetics, veteran's status, or any other protected classification under federal or state law in the provision of the Commercial Activities under this Agreement.

**TOWN:**

**Town of Hickory Creek, Texas**

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

Date: \_\_\_\_\_

**CONCESSIONAIRE:**

Paddle EZ LLC.

\_\_\_\_\_  
Joshua Jackson, Owner

Date: \_\_\_\_\_

**EXHIBIT A**  
**Concession Area**



**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2025-0324\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OR TOWN MANAGER OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR HIGHWAY LANDSCAPING IMPROVEMENTS 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 Texas Department of Transportation's Green Ribbon Program was established to allocate funds for landscaping activities including planting and establishment of trees and plants on the state highway system; and

**WHEREAS**, TXDOT requires recipients of Green Ribbon Program funds to enter into an AFA prior to distribution of funds; and

**WHEREAS**, the Town has been awarded Green Ribbon Program Project funds for landscaping improvements located on IH-35E at Turbeville Road (the “Project”); and

**WHEREAS**, the Town is authorized to enter into an AFA with TXDOT for the Green Ribbon Program;

**WHEREAS**, the Town Council believes it to be in the best interest of the citizens of Hickory Creek to approve an AFA with TXDOT for Green Ribbon Project funding for the landscape improvements described above.

**WHEREAS**, Title 43, Texas Administrative Code, Chapter 11, Green Ribbon Program, allows local governments, by the execution of written agreements, to provide money, property or services for the aesthetic improvements on the state highway system; and

**WHEREAS**, Rider 15 of House Bill1 of the 86th Legislature, expands the Green Ribbon Project, a public-private partnership initiative, to enhance the appearance of public highways by incorporating in the design and improvement of public highways the planting of trees and shrubs emphasizing natural beauty and greenspace, integrating public art, and highlighting cultural uniqueness of neighborhoods, to other areas of the state; and

**WHEREAS**, The Texas Transportation Commission authorized the State to undertake and complete a highway improvement or other transportation project generally described as landscaping development. The portion of the project work covered by the Agreement is identified in, Scope of Work; and

**WHEREAS**, all legal and statutory prerequisites for the adoption of this Resolution have been met, including but not limited to the Open Meetings Act; and

**WHEREAS**, the Town Council deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

**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 CITY COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, THAT:**

**SECTION 1.** All matters stated hereinabove are found to be true and correct and are incorporated herein by reference.

**SECTION 2.** The Town Council approves and authorized entering into the Advance Funding Agreement (AFA) with TxDOT for the improvements known as the Project.

**SECTION 3.** The Mayor or Town Manager of the Town of Hickory Creek, Texas is hereby authorized to execute the Advance Funding Agreement, which is attached hereto and incorporated herein, and to exercise the rights and duties of the Town thereunder in order to receive funding through the Green Ribbon Program for landscaping improvements.

**SECTION 4.** This Resolution shall take effect immediately from and after its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 24<sup>th</sup> day of March, 2025.

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

ATTEST:

APPROVED AS TO FORM:

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0196-01-119	AFA ID	Z00011172	CFDA No.	20.205
AFA CSJs	0196-01-119			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	18890		
Project Name	On IH- 35E at Turbeville Rd.			<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For  
Green Ribbon Program  
On-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Town of Hickory Creek**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **landscape development**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated March 24, 2025 which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CCSJ #	0196-01-119	AFA ID	Z00011172	CFDA No.	20.205
AFA CSJs	0196-01-119			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	18890		
Project Name	On IH- 35E at Turbeville Rd.			<i>AFA Not Used For Research &amp; Development</i>	

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

### AGREEMENT

**1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	N/A	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

**2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

**3. Scope of Work**

The scope of work for the Project consists of installing landscape and scenic enhancements to include trees, shrubs, ground covers and irrigation on IH 35 E at Turbeville Rd. as shown on Attachment A.

**4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	0196-01-119	<b>AFA ID</b>	Z00011172	<b>CFDA No.</b>	20.205
<b>AFA CSJs</b>	0196-01-119			<b>CFDA Title</b>	Highway Planning and Construction
<b>District #</b>	18	<b>Code Chart 64#</b>	18890		
<b>Project Name</b>	On IH- 35E at Turbeville Rd.			<i>AFA Not Used For Research &amp; Development</i>	

qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local

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- Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government’s funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.
  - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
  - L. The State will not pay interest on any funds provided by the Local Government.
  - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
  - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
  - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
  - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
  - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide



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the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

**5. Termination of This Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

**6. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

**7. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**8. Utilities**

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance

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approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

**9. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**10. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**11. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

**12. Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

**13. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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**14. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

**15. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**16. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Town of Hickory Creek ATTN: City Manager 1075 Ronald Reagan Ave. Hickory Creek, Tx 75065	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

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Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the

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U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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**26. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*



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**28. Debarment Certifications**

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**29. Lobbying Certification**

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TxDOT:				Federal Highway Administration:	
CCSJ #	0196-01-119	AFA ID	Z00011172	CFDA No.	20.205
AFA CSJs	0196-01-119			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	18890		
Project Name	On IH- 35E at Turbeville Rd.			<i>AFA Not Used For Research &amp; Development</i>	

### 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	0196-01-119	<b>AFA ID</b>	Z00011172	<b>CFDA No.</b>	20.205
<b>AFA CSJs</b>	0196-01-119			<b>CFDA Title</b>	Highway Planning and Construction
<b>District #</b>	18	<b>Code Chart 64#</b>	18890		
<b>Project Name</b>	On IH- 35E at Turbeville Rd.			<i>AFA Not Used For Research &amp; Development</i>	

**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

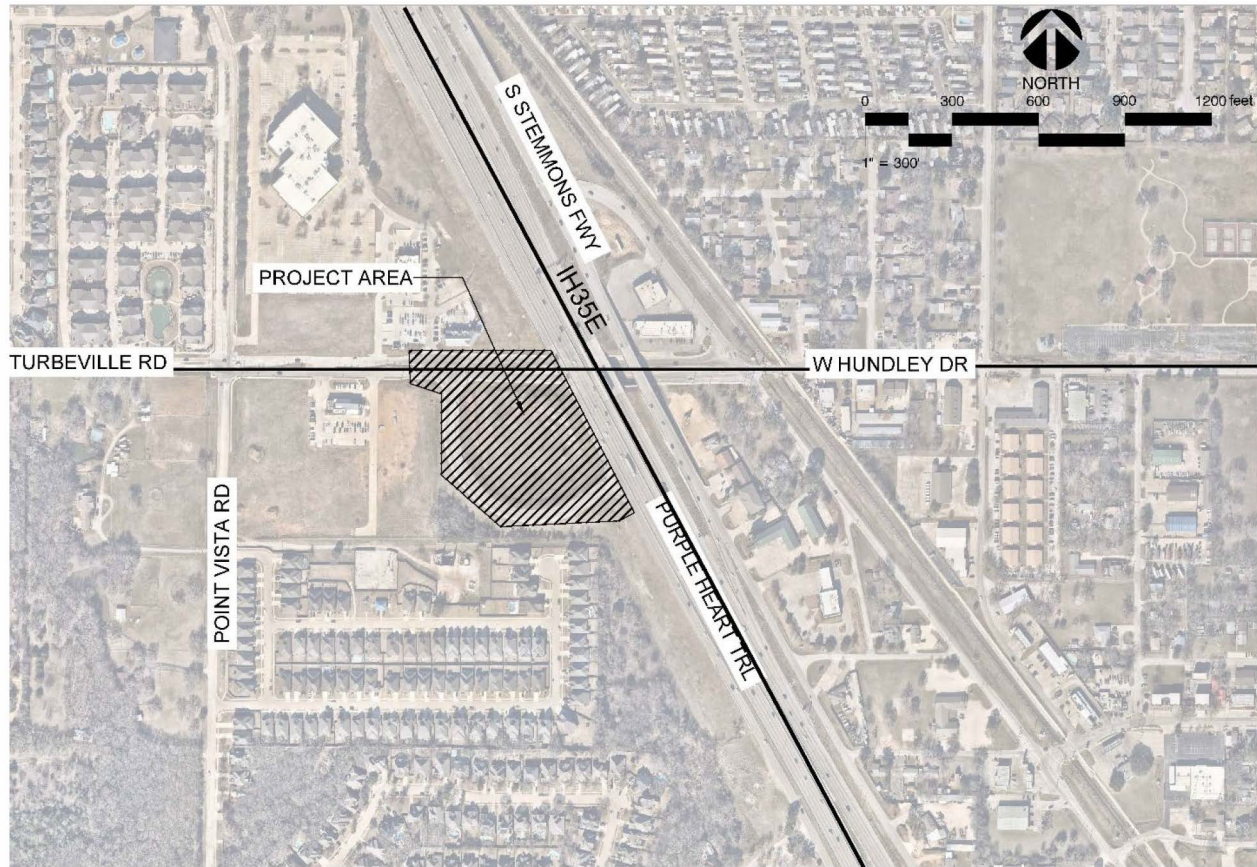
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Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	0196-01-119	<b>AFA ID</b>	Z00011172	<b>CFDA No.</b>	20.205
<b>AFA CSJs</b>	0196-01-119			<b>CFDA Title</b>	Highway Planning and Construction
<b>District #</b>	18	<b>Code Chart 64#</b>	18890		
<b>Project Name</b>	On IH- 35E at Turbeville Rd.			<i>AFA Not Used For Research &amp; Development</i>	

**ATTACHMENT A  
LOCATION MAP SHOWING PROJECT**



Town of Hickory Creek, Texas  
Funding Source: Green Ribbon

Project Description: Landscape & Scenic enhancements that include trees, shrubs, ground covers and irrigation.

**Project Limits:**  
On IH- 35E at Turbeville Rd.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	0196-01-119	<b>AFA ID</b>	Z00011172	<b>CFDA No.</b>	20.205
<b>AFA CSJs</b>	0196-01-119			<b>CFDA Title</b>	Highway Planning and Construction
<b>District #</b>	18	<b>Code Chart 64#</b>	18890		
<b>Project Name</b>	On IH- 35E at Turbeville Rd.			<i>AFA Not Used For Research &amp; Development</i>	

## ATTACHMENT B PROJECT BUDGET

Construction cost will be allocated based on 80% Federal funding and 20% State funding until the Federal and State funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of project cost and overruns.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Construction (by Local)	\$820,000.00	80%	\$656,000.00	20%	\$164,00.00	0%	\$0
Engineering (by State)	\$41,365.31	0%		100%	\$41,365.31	0%	\$0
<b>Subtotal</b>	<b>\$861,365.31</b>		<b>\$656,000.00</b>		<b>\$205,365.31</b>		<b>\$0</b>
Direct State Cost – Env	\$10,250.00	0%	\$0	100%	\$10,250.00	0%	\$0
Direct State Cost – Eng.	\$10,250.00	0%	\$0	100%	\$10,250.00	0%	\$0
Direct State Cost – ROW	\$10,250.00	0%	\$0	100%	\$10,250.00	0%	\$0
Direct State Cost – UTL	\$10,250.00	0%	\$0	100%	\$10,250.00	0%	\$0
Direct State Cost – CNST	\$41,000.00	0%	\$0	100%	\$41,000.00	0%	\$0
<b>Subtotal</b>	<b>\$82,000.00</b>		<b>\$0</b>		<b>\$82,000.00</b>		<b>\$0</b>
<b>Indirect State Cost – 5.29%</b>	<b>\$43,378.00</b>	0%	\$0	100%	<b>\$43,378.00</b>	0%	<b>\$0</b>
<b>TOTAL</b>	<b>\$986,743.31</b>		<b>\$656,000.00</b>		<b>\$330,743.31</b>		<b>\$0</b>

Initial Payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before Construction: \$0.00

Estimated total payment by the Local Government to the State: \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2025-0324-\_\_**

**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 BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND HALFF ASSOCIATES, INC. CONCERNING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR TOWN ENGINEERING DESIGN MANUAL AND STANDARDS 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; and

**WHEREAS**, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. (hereinafter the “Agreement”) concerning Town Engineering Design Manual and Standards Update 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 24<sup>th</sup> day of March, 2025.

\_\_\_\_\_  
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

**Town of Hickory Creek, Texas  
Task Order Authorization Agreement  
For**

**EXHIBIT A**

**Professional Engineering Services with Halff Associates, Inc.**

**Town Engineering Design Manual and Standards Update  
FY 2025 Task Order Authorization  
March 18, 2025**

<b>Scope of Work:</b>	<p>The Professional will prepare revisions to the Town’s engineering design manual and standard construction details used to govern public works and site development construction within the Town. The manual and standard construction detail revisions will reference the North Central Texas Council of Governments (NCTCOG) Public Works Construction Standards, 5<sup>th</sup> edition. Additionally, the manual and construction details will be updated to reflect Town staff comments, add context, details and clarifications as well as resolving any inconsistencies within and between the documents.</p> <p><u>Engineering Design Manual</u> The Professional will provide updates to the existing Engineering Design Manual and Standard Construction Details only. Sections will be modified to include relevant information and updates; however, a complete overhaul of specifications and/or details is outside of this scope of work. The Engineering Design Manual and Standard Details updates will be modified to reflect NCTCOG 5<sup>th</sup> edition specifications.</p> <p>The manual will contain updated requirements for platting, plan preparation, development application, and checklists. The manual will contain updated requirements for sidewalk and trail design criteria. The manual will contain updated requirements for water/wastewater design and franchise utility coordination criteria.</p> <p><u>Standard Construction Details</u> Revised standard construction details to govern construction of the most common elements of public works construction will be prepared. These will include:</p> <ol style="list-style-type: none"><li>1. General Notes</li><li>2. Typical Pavement Section, including updated Geotechnical Report requirements.</li><li>3. Standard Pavement Details</li><li>4. Standard Pavement Markings and Signage Details</li><li>5. Standard Erosion Control Details</li><li>6. Standard Drainage Details including inlets, manholes and headwalls</li><li>7. Miscellaneous Details</li></ol> <p>New details will be prepared as required to provide clarification and to include new construction elements. The Professional will take inventory of existing details and provide to the Town a set of recommended details for addition to Town standards utilizing details commonly used in nearby municipalities. Up to twelve (12) new details shall be provided under this contract. Details in excess of the specified amount may be provided for an additional cost.</p> <p>In preparation of these revisions, the Professional will coordinate with Town staff and will attend up to one (1) meeting with Town staff to go over revisions. The Town shall obtain and evaluate recommendations of departments outside of Public Works</p>
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**Town of Hickory Creek, Texas  
Task Order Authorization Agreement  
For**

**EXHIBIT A**

**Professional Engineering Services with Halff Associates, Inc.**

	<p>and provide said information to the Professional for consideration and inclusion in the manual.</p> <p>Details will be prepared in AutoCAD Civil3D format with a scale and font size suitable for printing on 11"x17" size. To minimize cost constraints, existing material already prepared and materials used by other cities will be used to the greatest extent possible. The Standard Specifications for Public Work Construction, Fifth edition as prepared by the NCTCOG will be used as the base specification for public works construction in the Town. PDF copies of the standard details will be provided suitable for uploading to the Town's website and .dwg CAADD files will be provided to the Town for record keeping.</p>
<p><b>Additional Services Available:</b></p>	<ol style="list-style-type: none"> <li>1. Other additional services, not included in this contract, will be negotiated with the Town as needed and at an additional cost.</li> <li>2. Attendance of review meetings in addition to those already specified in the scope of work is not included with this contract, but can be provided at an additional cost.</li> <li>3. Attendance of Town Council meetings is not included with this scope of work, but can be provided at an additional cost.</li> </ol>
<p><b>Deliverables:</b></p>	<ol style="list-style-type: none"> <li>1. Three (3) copies of the final revised engineering design manual will be provided to the Town. Three (3) copies of the revised standard construction details will be provided to the Town.</li> <li>2. Electronic deliverables – PDF copies of the engineering design manual and standard construction details will be submitted to the Town.</li> </ol>
<p><b>Items Furnished by Town:</b></p>	<ol style="list-style-type: none"> <li>1. The Town will provide feedback from all departments with requested revisions and modifications to the engineering design manual and standard details prior to Professional's preparation of the draft manual and details.</li> <li>2. The Town will provide the Professional with markups and requested revisions from all Town departments prior to finalization of the draft manual and details.</li> </ol>
<p><b>Schedule:</b></p>	<ul style="list-style-type: none"> <li>- Work will begin upon Notice to Proceed. A draft manual and standard construction details (new and revised) will be prepared and delivered to the Town for comment 90 calendar days from written authorization to begin. Upon receipt of Town comments on the draft manual and standard construction details, the Professional will complete the final manual and final standard construction details in 30 calendar days. Total project time shall be 120 calendar days, excluding Town review time.</li> </ul>

**Town of Hickory Creek, Texas  
Task Order Authorization Agreement**

**EXHIBIT A**

**For  
Professional Engineering Services with Halff Associates, Inc.**

<b>Fees:</b>	1. Engineering Design Manual Updates - \$29,300 2. Town CADD Standard Details Updates - \$22,200 3. Reimbursable Expenses - \$1,000  <b>Total Fee: \$52,500.00</b>  This is a <u>(Cost Plus Maximum)</u> Fee and will be billed monthly on an hourly basis. Direct costs (mileage, copies, etc) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1. Services will be billed in accordance with current rates. The maximum amount of this Task Order will not be exceeded without written authorization from the Town.
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Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis**, dated March 12, 2012, between Halff Associates and the Town of Hickory Creek. Halff Associates will bill the above described services under project number AVO 37638.125.

Submitted:

Approved:

**HALFF ASSOCIATES, INC.**

**TOWN OF HICKORY CREEK, TEXAS**

By:   
Signature

By: \_\_\_\_\_  
Signature

Dennis W. Haar, PE  
Printed Name

\_\_\_\_\_  
Printed Name

Vice President, Senior Project Advisor  
Title

\_\_\_\_\_  
Title

MARCH 18, 2025  
Date

\_\_\_\_\_  
Date

Town of Hickory Creek  
 Town Engineering Design Manual and Standards Update  
 Half Associates AVO 037638.125

3/6/2025

Task	Project	Drainage	QA/QC	EIT	CADD	Clerical	Total Hours	(1) Total	(2) Fees, Materials & Supplies	Subtotal	Total
	Manager	Engineer									
<b>Basic Fee Services</b>											
<b>Engineering Design Manual Updates</b>											
<b>Review Existing Engineering Design Manual</b>											
Part I: General	1.00			2.0			3.0	\$555.50		\$555.50	\$600.00
Part II: Paving	2.00			4.0			6.0	\$1,111.00		\$1,111.00	\$1,100.00
Part III: Water and Wastewater	2.00			4.0			6.0	\$1,111.00		\$1,111.00	\$1,100.00
Part IV: Stormwater Drianage	1.00	4.00		6.0			11.0	\$2,293.50		\$2,293.50	\$2,300.00
Tables, Figures, Appendices	2.00	4.00		6.0			12.0	\$2,530.00		\$2,530.00	\$2,500.00
<b>Update/Revise Engineering Design Manual</b>											
Latest Town Ordinances, NCTCOG, AASHTO, LGC Updates	4.00	2.00		10.0		2.0	18.0	\$3,289.00		\$3,289.00	\$3,300.00
Revise/Amend Plat & Engineering Checklist	4.00	2.00		8.0		2.0	16.0	\$2,970.00		\$2,970.00	\$3,000.00
Revise/Amend Water/Wastewater Criteria (LCMUA, Franchise, etc.)	2.00			4.0		1.0	7.0	\$1,210.00		\$1,210.00	\$1,200.00
Add Trail/Sidewalk Design Section	2.00			4.0		1.0	7.0	\$1,210.00		\$1,210.00	\$1,200.00
Paving and Drainage Design Criteria Updates	6.00	8.00		16.0		2.0	32.0	\$6,369.00		\$6,369.00	\$6,400.00
Miscellaneous Revisions and Updates	2.00			4.0			6.0	\$1,111.00		\$1,111.00	\$1,100.00
<b>Pre-Final EDM Review</b>											
Internal QAQC	1.00		4.0	4.0			9.0	\$2,150.50		\$2,150.50	\$2,200.00
Comment Review Meeting with Town Staff	4.00			4.0			8.0	\$1,584.00		\$1,584.00	\$1,600.00
Address Town Comments	2.00			8.0			10.0	\$1,749.00		\$1,749.00	\$1,700.00
<b>Town CADD Standard Details Updates</b>											
Review/Update Existing Standard Details (34)	8.00	4.00		12.0	52.0		76.0	\$11,198.00		\$11,198.00	\$11,200.00
Add New Standard Details (Up to 12)	6.00	2.00		12.0	36.0		56.0	\$8,239.00		\$8,239.00	\$8,200.00
Internal QAQC	1.00		4.0	2.0	8.0		15.0	\$2,799.50		\$2,799.50	\$2,800.00
<b>Reimbursable Expenses (Printing, Mileage, Misc. Expenses)</b>									\$1,000.00	\$1,000.00	\$1,000.00
<b>SUBTOTAL - Basic Fee Services</b>											\$52,500.00
<b>TOTAL PROJECT</b>											\$52,500.00



## AGENDA INFORMATION SHEET

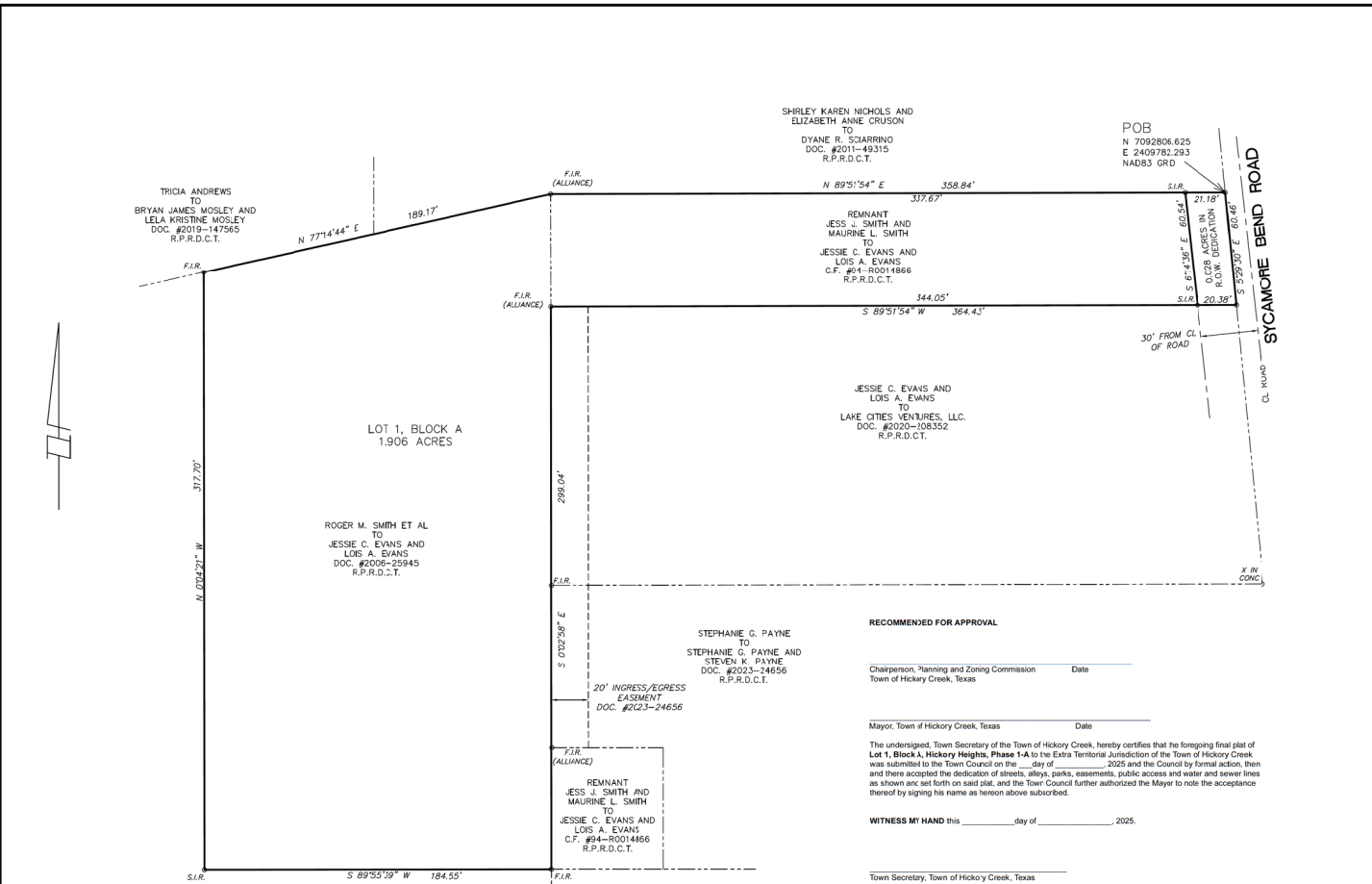
**MEETING DATE:** March 24, 2025

**AGENDA ITEMS:** Consider and act on a final plat of Lot 1, Block A of Hickory Heights Phase 1-A, 1.934 acres in the M.E.P. & P.R.R. Co. Survey A-915, ETJ Town of Hickory Creek, Denton County, Texas. The property is located at 1180 Sycamore Bend Road.

**AGENDA ITEM  
SUMMARY:**

The property is located in the Town's extraterritorial jurisdiction adjacent to Sycamore Bend Road. The Final Plat is being considered under Texas Local Government Code 212.009. The owners constructed a new residence on the property prior to platting as required by Chapter 10, 10.01.001 and Chapter 14, Article XXVI of the Town's Code of Ordinances.

Date	Request	Meeting	Result
02/24/25	Final Plat & Application Submitted	N/A	Forwarded for review to Halff and Denton County Development
03/18/25	Final Plat	Planning and Zoning	Unanimously denied



**OWNER'S CERTIFICATE AND DEDICATION**

**STATE OF TEXAS**  
**COUNTY OF DENTON; WHEREAS WE**, Jessie C. Evans and Lois A. Evans, are the owners of that certain lot tract, or parcel of land situated in the M.E.P. and P.R.R. Company Survey Abstract Number 915 in the Extraterritorial Jurisdiction of the Town of Hickory Creek, Denton County, Texas, being a part of that certain tract of land conveyed by deed from Roger M. Smith et al to Jessie C. Evans and Lois A. Evans recorded under Document Number 2006-25945, Real Property Records, Denton County, Texas, and being a part of that certain tract of land conveyed by deed from Jess J. Smith and Maurine L. Smith to Jessie C. Evans and Lois A. Evans recorded under Document Number 2011-49315, Real Property Records, Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a point for corner in Sycamore Bend Road, a public roadway having a proposed right-of-way of 60.0 feet, said point being the southeast corner of that certain tract of land conveyed by deed from Shirley Karen Nichols and Elizabeth Anne Cruson to Dyane R. Sciarino recorded under Document Number 2011-49315, Real Property Records, Denton County, Texas;

**THENCE** S 35° 29' 30" E, 60.46 feet with said Sycamore Bend Road to a point for corner, said point being the northeast corner of that certain tract of land conveyed by deed from Jessie C. Evans and Lois A. Evans to Lake Cities Ventures, LLC recorded under Document Number 2020-206352, Real Property Records, Denton County Texas;

**THENCE** S 39° 51' 54" W, pass at 20.38 feet a capped iron rod marked RPLS 4561 set for west line of said Sycamore Bend Road, a total distance of 364.43 feet with the north line of said Lake Cities Ventures tract to a capped iron rod marked Alliance found for corner, said point being the northwest corner of said Lake Cities Ventures tract;

**THENCE** S 30° 02' 58" E, 299.04 feet with the west line of said Lake Cities Ventures tract and with the west line of that certain tract of land conveyed by deed from Stephanie G. Payne to Stephanie G. Payne and Steven K. Payne recorded under Document Number 2023-24656, Real Property Records, Denton County, Texas, and with the west line of said Evans remnant tract to an iron rod found for corner, said point being the northwest corner of that certain tract of land conveyed by deed Kimberly Anne MacDougal, Executor to Lake Cities Ventures, LLC recorded under Document Number 2024-89270, Real Property Records, Denton County, Texas;

**THENCE** S 89° 55' 39" W, 184.55 feet to a capped iron rod marked RPLS 4561 set for corner;

**THENCE** N 30° 04' 21" W, 317.70 feet to an iron rod found for corner in the south line of that certain tract of land conveyed by deed from Tricia Andrews and Bryan James Mosley and Lela Kristine Mosley recorded under Document Number 2018-147666, Real Property Records, Denton County, Texas;

**THENCE** N 77° 14' 44" E, 189.17 feet with said south line of said south line of said Mosley tract and with the south line of said Sciarino tract to a capped iron rod marked Alliance found for corner;

**THENCE** N 89° 51' 54" E, pass at 337.66 feet a capped iron rod marked RPLS 4561 set for said west line of said Sycamore Bend Road, a total distance of 358.84 feet with said south line of said Sciarino tract to the **PLACE OF BEGINNING** and containing 1.934 acres of land, of which 0.026 acre is hereby dedicated for public roadway.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT WE**, the aforesaid do hereby adopt this plat designating the herein above tract as **LOT 1, BLOCK A, HICKORY HEIGHTS, PHASE 1-A**, an addition to Denton County, Texas, and do hereby dedicate to the public use forever all utility easements, drainage easements, and streets as shown hereon. All and any public utilities shall have the full right to remove and keep removed all growths which may endanger or interfere with the construction, maintenance, or efficiency of its respective system on the utility easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

**WITNESS MY HAND** this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
 Jessie C. Evans

**STATE OF TEXAS**  
**COUNTY OF DENTON:**  
 This instrument was acknowledged before me on \_\_\_\_\_, 2025 by Jessie C. Evans.

**NOTARY PUBLIC**  
**STATE OF TEXAS**

\_\_\_\_\_  
 Lois A. Evans

**STATE OF TEXAS**  
**COUNTY OF DENTON:**  
 This instrument was acknowledged before me on \_\_\_\_\_, 2025 by Lois A. Evans.

**NOTARY PUBLIC**  
**STATE OF TEXAS**

**RECOMMENDED FOR APPROVAL**

Chairperson, Planning and Zoning Commission Date \_\_\_\_\_  
 Town of Hickory Creek, Texas

Mayor, Town of Hickory Creek, Texas Date \_\_\_\_\_

The undersigned, Town Secretary of the Town of Hickory Creek, hereby certifies that he foregoing final plat of Lot 1, Block A, Hickory Heights, Phase 1-A to the Extra Territorial Jurisdiction of the Town of Hickory Creek was submitted to the Town Council on the \_\_\_\_ day of \_\_\_\_\_, 2025 and the Council by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public access and water and sewer lines as shown and set forth on said plat, and the Town Council further authorized the Mayor to note the acceptance thereof by signing his name as hereon above subscribed.

**WITNESS MY HAND** this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

**CERTIFICATE OF SURVEYOR**

I, the undersigned, a registered professional land surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

\_\_\_\_\_  
 Jerald D. Yeman  
 Registered Professional Land Surveyor No. 4561

**NOTES:**

- The purpose of this plat is to plat a previously unplatted lot into a legally platted lot.
- All monuments are 1/2" steel rods unless otherwise noted and are tied to the existing tracts as noted in the legal description of the dedication of this plat.
- There are no utility easements being created by this plat.
- Basis of bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983, as determined from GPS observations.
- PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THEREFORE, THERE MAY EXIST ENCUMBRANCES WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.

**LEGEND**

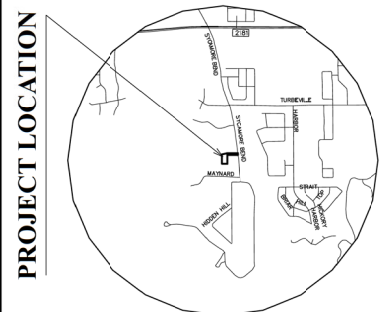
BL = BUILDING LINE  
 DE = DRAINAGE EASEMENT  
 F.I.R. = FOUND IRON ROD  
 S.I.R. = SET CAPPED IRON RODS 4561 IRON ROD  
 P.U.E. = PUBLIC UTILITY EASEMENT  
 R.P.R.D.C.T. = REAL PROPERTY RECORDS DENTON COUNTY TEXAS  
 P.R.D.C.T. = PLAT RECORDS DENTON COUNTY TEXAS  
 POB = PLACE OF BEGINNING  
 R.O.W. = RIGHT OF WAY  
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 CB = CHORD BEARING  
 Δ = DELTA  
 CL = CENTERLINE OF ROAD  
 --- = PROPERTY LINE  
 --- = CENTER LINE OF ROAD  
 --- = EASEMENT LINE  
 --- = TRACT LINE

**FINAL PLAT**  
**LOT 1, BLOCK A OF**  
**HICKORY HEIGHTS PHASE 1-A**  
 1.934 ACRES IN THE  
**M.E.P. & P.R.R. CO. SURVEY A-915**  
**ETJ TOWN OF HICKORY CREEK**  
**DENTON COUNTY, TEXAS**

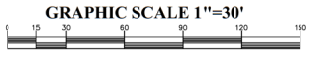
**LANDMARK SURVEYORS, L.L.C.**  
 4338 L35 NORTH DENTON, TEXAS 76207  
 (940) 382-4016  
 4235 I-35 N DENTON, TEXAS 76207  
 (940) 382-4016  
 TX FIRM REGISTRATION NO. 1009860  
 DRAWN BY: BTJL SCALE: 1"=30' DATE: 18 FEBRUARY, 2025 JOB NO. 247728

**OWNER/DEVELOPER**  
 JESSIE C. EVANS  
 LOIS A. EVANS  
 1180 SYCAMORE BEND ROAD  
 LAKE DALLAS, TX 75065  
 214-808-1515

**SURVEYOR**  
 LANDMARK SURVEYORS  
 4235 I-35 N  
 DENTON, TEXAS 76207  
 (940) 382-4016



**VICINITY MAP**  
 SCALE 1" = 2000'





March 13, 2025  
AVO 37638.200

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

**Re: Hickory Heights Phase 1-A (Lot 1, Block A)  
Final Plat  
1<sup>st</sup> Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a final plat for Hickory Heights Phase 1-A, Lot 1, Block A on March 3, 2025. The owners are Jessie and Lois Evans. The surveyor is Landmark Surveyors.

**Halff has reviewed the proposed final plat and does not recommend approval at this time. Halff offers the following comments below that will need to be addressed:**

**Final Plat**

1. Please refer to Town Checklist and Plat Markups attached herein.
2. Please provide comment responses letter addressing all comments/markups provided herein with this letter.
3. Please address all Denton County comments provided March 5<sup>th</sup> regarding requirements for easement and setback lines and standard plat notes. County comments will need to be fully addressed prior to approval. (Markups)
4. Please show property owners of record for all contiguous and abutting properties to the platted property, including property owner names and recording information (Checklist and Markups)
5. Please show Town limits line on plat. (Checklist and Markups)
6. Please provide tax certificate(s) for the platted lot. (Checklist)
7. Please show all existing surface improvements (driveways, pavements, etc.) and structures for property/lot being platted. (Markups)
8. Per Subdivision Ordinance Article VIII Section 4 Paragraph 6, lot-to-lot surface drainage is prohibited on properties platted as "flag lots." Visualization of existing topography may verify if lot drainage is conveyed to street without going through abutting properties with different ownership. (Markups)
9. Please indicate remnant property of Tract 27 related to the southern and western abutting property of which ownership and recording information is not shown. (Markups)
10. A Landlocked lot is seemingly created with this plat, if this remnant lot is under Evans ownership, why is it not being platted with the overall lot? Furthermore, Denton CAD shows this remnant lot to be Lake Cities Ventures ownership per doc 2020-208352, please verify. (Markups)
11. Please see comments on the "Notes" section of the plat and address accordingly. (Markups)

12. The called Payne property shows its boundary as enclosing the remnant Smith-to-Evans (or Lake Cities Ventures) property in the southwest corner per Denton CAD, please verify. (Markups)
13. For the 20' ingress-egress easement platted with Doc 2023-24656, is there dedication, proof of abutting property owner acceptance/agreement or replat of the Evans-to-Lake Cities Ventures property that shows the 20' ingress-egress easement extending end to end on that property? Please verify. (Markups)
14. Please provide more detail on the purpose of the plat. Currently shown is platting a previously unplatted lot into a legally platted lot, but there is seemingly more to that. Plat appears to plat all of a Tract 26 with portions of Tract 27 and leave remnants of Tract 27 that are now landlocked without public road/street access or mention of remnants. Please provide greater detail on purpose and intent. (Markups)

Sincerely,

**HALFF**

TBPELS Engineering Firm No. 312

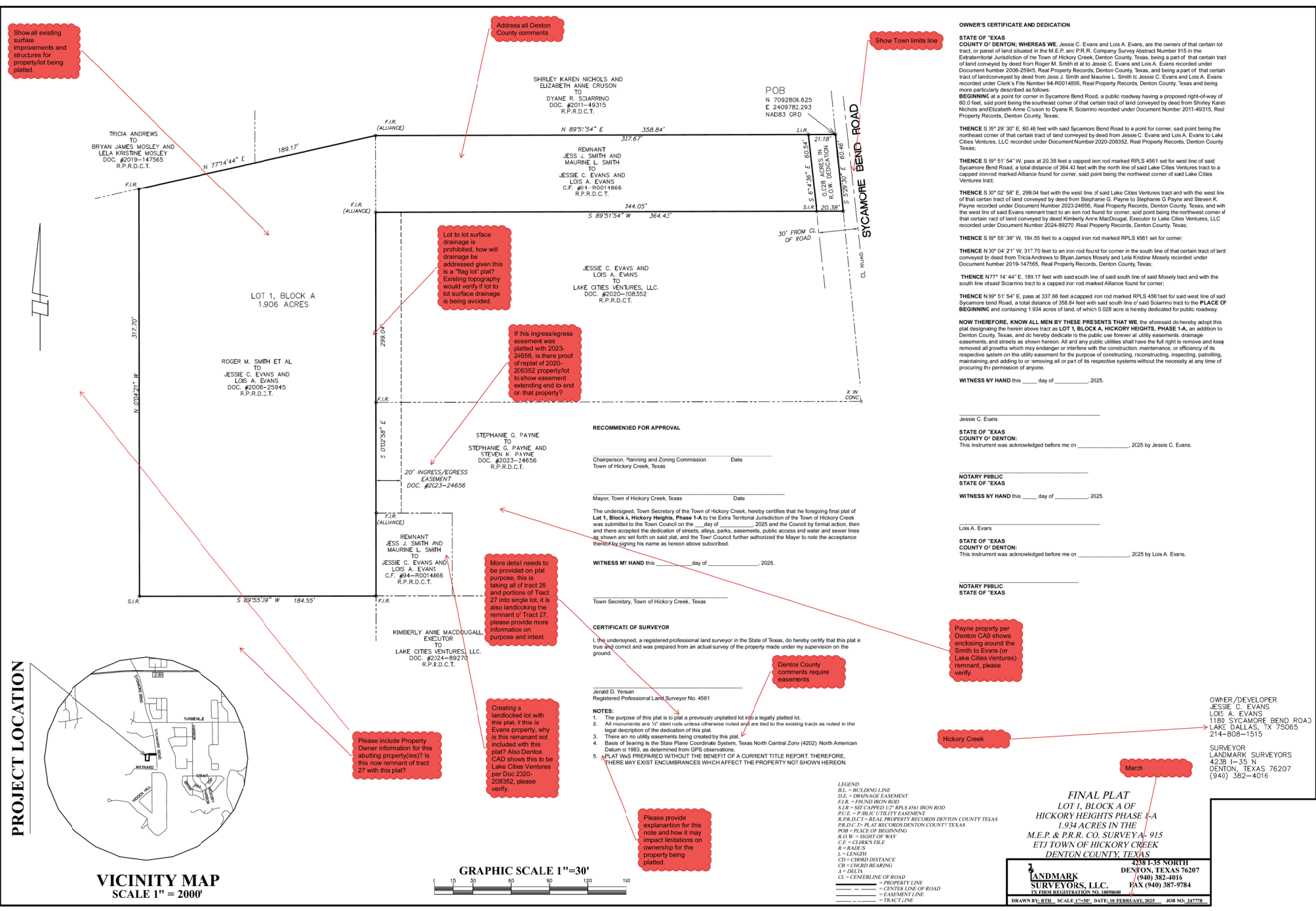
A handwritten signature in black ink, appearing to read "Kevin Gronwaldt".

Kevin Gronwaldt, PE

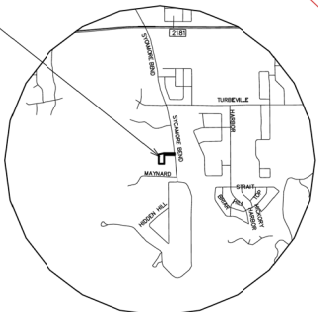
Consulting Engineer for the Town of Hickory Creek

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

Attached: Final Plat Markups  
Town Checklist



PROJECT LOCATION



**VICINITY MAP**  
SCALE 1" = 2000'



**OWNER'S CERTIFICATE AND DEDICATION**

STATE OF TEXAS  
 COUNTY OF DENTON; WHEREAS WE, Jessie C. Evans and Lois A. Evans, are the owners of that certain lot, tract, or parcel of land situated in the M.E.P. and P.R.R. Company Survey Abstract Number 915 in the Extrajurisdictional Jurisdiction of the Town of Hickory Creek, Denton County, Texas, being a part of that certain tract of land conveyed by deed from Roger M. Smith et al. to Jessie C. Evans and Lois A. Evans recorded under Document Number 2006-25945, Real Property Records, Denton County, Texas, and being a part of that certain tract of land conveyed by deed from Jess J. Smith and Maurine L. Smith to Jessie C. Evans and Lois A. Evans recorded under Clerk's File Number 04-R0014866, Real Property Records, Denton County, Texas and being more particularly described as follows:  
**BEGINNING** at a point for corner in Sycamore Bend Road, a public roadway having a proposed right-of-way of 60.0 feet, said point being the southeast corner of that certain tract of land conveyed by deed from Shirley Karen Nichols and Elizabeth Anne Cruson to Dyane R. Sciarino recorded under Document Number 2011-49315, Real Property Records, Denton County, Texas;  
**THENCE** S 35° 29' 30" E, 60.46 feet with said Sycamore Bend Road to a point for corner, said point being the northeast corner of that certain tract of land conveyed by deed from Jessie C. Evans and Lois A. Evans to Lake Cities Ventures, LLC recorded under Document Number 2020-206352, Real Property Records, Denton County Texas;  
**THENCE** S 39° 51' 54" W, pass at 20.38 feet a capped iron rod marked RPLS 4561 set for west line of said Sycamore Bend Road, a total distance of 364.43 feet with the north line of said Lake Cities Ventures tract to a capped iron rod marked Alliance found for corner, said point being the northwest corner of said Lake Cities Ventures tract;  
**THENCE** S 0° 02' 58" E, 299.04 feet with the west line of said Lake Cities Ventures tract and with the west line of that certain tract of land conveyed by deed from Stephanie G. Payne to Stephanie G. Payne and Steven K. Payne recorded under Document Number 2023-24656, Real Property Records, Denton County, Texas, and with the west line of said Evans remnant tract to an iron rod found for corner, said point being the northwest corner of that certain tract of land conveyed by deed Kimberly Anne MacDougall, Executor to Lake Cities Ventures, LLC recorded under Document Number 2024-89270, Real Property Records, Denton County, Texas;  
**THENCE** S 89° 55' 39" W, 184.55 feet to a capped iron rod marked RPLS 4561 set for corner;  
**THENCE** N 0° 04' 21" W, 317.70 feet to an iron rod found for corner in the south line of that certain tract of land conveyed by deed from Tracy Andrews to Bryan James Mosley and Lela Kristine Mosley recorded under Document Number 2018-147666, Real Property Records, Denton County, Texas;  
**THENCE** N 77° 14' 44" E, 189.17 feet with said south line of said Mosley tract and with the south line of said Sciarino tract to a capped iron rod marked Alliance found for corner;  
**THENCE** N 89° 51' 54" E, pass at 337.66 feet a capped iron rod marked RPLS 4561 set for said west line of said Sycamore Bend Road, a total distance of 358.84 feet with said south line of said Sciarino tract to the **PLACE OF BEGINNING** and containing 1.934 acres of land, of which 0.028 acre is hereby dedicated for public roadway.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT WE**, the aforesaid do hereby adopt this plat designating the herein above tract as **LOT 1, BLOCK A, HICKORY HEIGHTS, PHASE 1-A**, an addition to Denton County, Texas, and do hereby dedicate to the public use forever all utility easements, drainage easements, and streets as shown hereon. All and any public utilities shall have the full right to remove and key removed all growths which may endanger or interfere with the construction, maintenance, or efficiency of its respective system on the utility easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring this permission of anyone.

**WITNESS MY HAND** this \_\_\_ day of \_\_\_, 2025.

Jessie C. Evans  
 STATE OF TEXAS  
 COUNTY OF DENTON:  
 This instrument was acknowledged before me on \_\_\_, 2025 by Jessie C. Evans.

**NOTARY PUBLIC**  
 STATE OF TEXAS  
**WITNESS MY HAND** this \_\_\_ day of \_\_\_, 2025.

Lois A. Evans  
 STATE OF TEXAS  
 COUNTY OF DENTON:  
 This instrument was acknowledged before me on \_\_\_, 2025 by Lois A. Evans.

**NOTARY PUBLIC**  
 STATE OF TEXAS

Payne property per Denton CAD shows enclosing around the Smith to Evans (or Lake Cities Ventures) remnant, please verify.

Hickory Creek

March

OWNER/DEVELOPER  
 JESSIE C. EVANS  
 LOIS A. EVANS  
 1180 SYCAMORE BEND ROAD  
 PLAC DALLAS, TX 75065  
 214-808-1515

SURVEYOR  
 LANDMARK SURVEYORS  
 4238 L-35 N  
 DENTON, TEXAS 76207  
 (940) 382-4016

**FINAL PLAT**  
**LOT 1, BLOCK A OF**  
**HICKORY HEIGHTS PHASE 1-A**  
 1.936 ACRES IN THE  
 M.E.P. & P.R.R. CO. SURVEY-A-915  
 ETJ TOWN OF HICKORY CREEK  
 DENTON COUNTY, TEXAS

**LANDMARK SURVEYORS, L.L.C.**  
 DENTON, TEXAS 76207  
 (940) 382-4016  
 FAX (940) 387-9784  
 TX FIRM REGISTRATION NO. 1009860  
 DRAWN BY: BTJL SCALE: 1"=30' DATE: 18 FEBRUARY, 2025 JOB NO. 247728

**RECOMMENDED FOR APPROVAL**

Chairperson, Planning and Zoning Commission Date  
 Town of Hickory Creek, Texas

Mayor, Town of Hickory Creek, Texas Date

The undersigned, Town Secretary of the Town of Hickory Creek, hereby certifies that he foregoing final plat of Lot 1, Block A, Hickory Heights, Phase 1-A to the Extra-Territorial Jurisdiction of the Town of Hickory Creek was submitted to the Town Council on the \_\_\_ day of \_\_\_, 2025 and the Council by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public access and water and sewer lines as shown and set forth on said plat, and the Town Council further authorized the Mayor to note the acceptance thereof by signing his name as hereon above subscribed.

**WITNESS MY HAND** this \_\_\_ day of \_\_\_, 2025.

Town Secretary, Town of Hickory Creek, Texas

**CERTIFICATE OF SURVEYOR**

I, the undersigned, a registered professional land surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Jerald D. Yeman  
 Registered Professional Land Surveyor No. 4561

**NOTES:**

- The purpose of this plat is to plat a previously unplatted lot into a legally platted lot.
- All monuments are 3/4" steel rods unless otherwise noted and are tied to the existing tracts as noted in the legal description of the dedication of this plat.
- There are no utility easements being created by this plat.
- Basin of bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983, as determined from GPS observations.
- PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THEREFORE, THERE MAY EXIST ENCUMBRANCES WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.**

- BL = BUILDING LINE
- DE = DRAINAGE EASEMENT
- F.I.R. = FOUND IRON ROD
- S.I.R. = SET CAPPED 1" DPLS 4561 IRON ROD
- P.U.E. = PUBLIC UTILITY EASEMENT
- R.P.R.D.C.T. = REAL PROPERTY RECORDS DENTON COUNTY TEXAS
- P.R.D.C.T. = PLAT RECORDS DENTON COUNTY TEXAS
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- Δ = DELTA
- CL = CENTERLINE OF ROAD
- CL = CENTERLINE OF ROAD
- = PROPERTY LINE
- = CENTER LINE OF ROAD
- = EASEMENT LINE
- = TRACT LINE

Show all existing surface improvements and structures for property/lot being platted.

Address all Denton County comments

Show Town limits line

Lot to lot surface drainage is prohibited, how will drainage be addressed given this is a "flag lot" plat? Existing topography would verify if lot to lot surface drainage is being avoided.

If this ingress/egress easement was plattd with 2023-24656, is there proof of replat of 2020-206352 property/lot to show easement extending end to end or that property?

More detail needs to be provided on plat purpose, this is taking all of tract 26 and portions of Tract 27 into single lot, it is also landlocking the remnant of Tract 27, please provide more information on purpose and intent.

Creating a landlocked lot with this plat, if this is Evans property, why is this remnant not included with this plat? Also Denton CAD shows this to be Lake Cities Ventures per Doc 2020-206352, please verify.

Please include Property Owner information for this abutting property(ies)? Is this now remnant of tract 27 with this plat?

Please provide explanation for this note and how it may impact limitations on ownership for the property being platted.



## Chris Chaudoir

---

**From:** Development Permits <DevelopmentPermits@dentoncounty.gov>  
**Sent:** Wednesday, March 5, 2025 11:42 AM  
**To:** Chris Chaudoir  
**Cc:** Development Permits  
**Subject:** SUBD-0225-0021 (1176 SYCAMORE BEND RD DENTON COUNTY, TX 76210)  
**Attachments:** Standard Plat Notes.pdf

Good Afternoon,

The Courtesy Review for the plat below is now complete. Please see the notes below from Denton County. Should you have any questions or comments regarding these notes, please reach out to us at [developmentpermits@dentoncounty.gov](mailto:developmentpermits@dentoncounty.gov).

Plat Name: Hickory Heights Ph 1

Notes:

- Fire: Reviewed; No Comment
- Engineering: Reviewed; No Comment
- Planning/Zoning: 16 ft utility easement missing, 30 ft set back line missing, Add Standard Notes
- Environmental Health: Reviewed; No Comment

*Jennifer N. Phillips*

Development Coordinator  
Denton County Development Services  
3900 Morse St Denton TX 76208  
940-349-2990

Easements OK as shown for Texas Power & Light Co. facilities, water mains and sewer.

BY: *[Signature]*  
Texas Power & Light Co.

WHEREAS, We, Metro Financial Corporation, are the owners of a tract of land situated in the Lowry Cobb Survey, Abstract No. 284 in the Town of Hickory Creek, Denton County, Texas, and being more particularly described as Royal Oaks Addition, a Resubdivision of Hickory Creek Ltd. Addition, an addition to the Town of Hickory Creek:  
NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Metro Financial Corporation does hereby adopt this plat designating the hereinabove described property, Royal Oaks Addition, a Resubdivision of Hickory Creek Ltd. Addition to the Town of Hickory Creek, Texas, and does hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodations of all public utilities desiring to use or using same.

METRO FINANCIAL CORPORATION  
By: *[Signature]*  
Charles F. Hinton, Jr.,  
President

Subscribed and sworn to before me this 2nd day of Sept. 1976.

*[Signature]*  
Notary Public in and for Dallas County, Texas

My Commission Expires 6-1-77

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018897

NO FILED FOR RECORD  
DENTON COUNTY TEXAS  
16 SEP 24 PM 1 42

MARY JO HILL, CO. CLERK  
BY *[Signature]* DEPUTY

13-24

5/325



ROYAL OAKS ADDITION

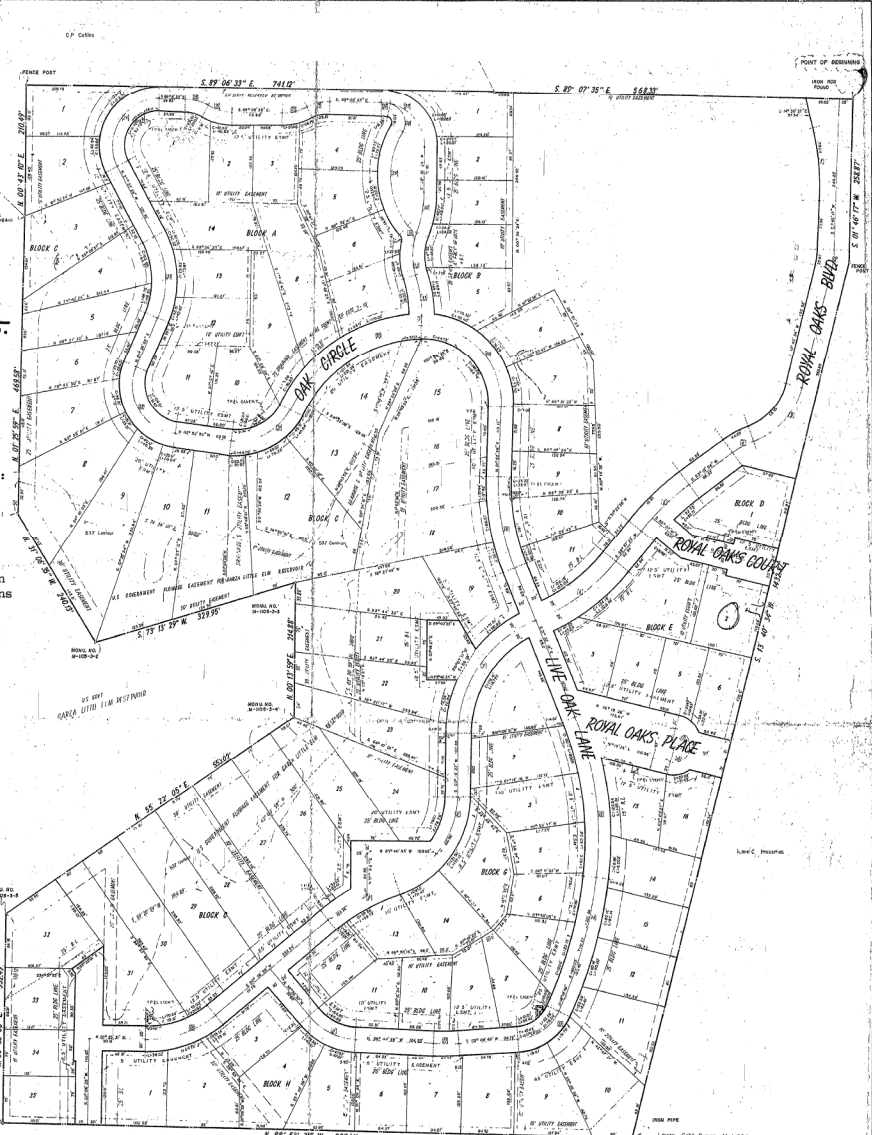
A RESUBDIVISION OF HICKORY CREEK LTD. ADDITION, AN ADDITION TO THE TOWN OF HICKORY CREEK  
DENTON COUNTY, TEXAS  
DATE: JUNE 1976  
SCALE: 1"=40'

DRAWN BY  
HICKORY CREEK LTD.  
PO BOX 3222  
DALLAS, TEXAS

ENGINEERED BY  
DEWEY & ASSOCIATES  
3336 W. HICKORY RD.  
IRVING, TEXAS

APPROVED BY CITY COUNCIL  
THIS 16 DAY OF July 1976  
*[Signature]*  
L. O. Jiggs Smith  
MAYOR OF HICKORY CREEK, TEXAS

Return to: Metrofinancial Corp  
P. O. Box 748  
Dallas, Texas 75221



11/20/87

HICKORY CREEK TOWN COUNCIL  
MINUTES OF THE REGULAR MEETING  
NOVEMBER 10, 1987 - 7:30 P.M.

Item 1. Call To Order - Allegiance to the Flag - Meeting called to order by Mayor, Mike Flowers, followed by the allegiance to the Flag.

Item 2. Roll Call - The Mayor called the roll with these members present:

Councilman Akins                      Councilman Brotherton  
Councilman Deighton                  Councilman Eshleman  
Councilman Groves

Mayor Mike Flowers presented Gim Bartholomew with a Recognition Certificate from the Town of Hickory Creek for dedicated work performed during her employment with the Town.

Item 3. Citizens Agenda

(a) Cheryl Hochstetler - #7 Arrowhead Circle - Voiced a concern about camping in Arrowhead Park. Several of her neighbors had written letters to Congress and also Army Corp of Engineer Office protesting the location of a public park adjacent to a residential section. Cheryl ask that Arrowhead Park be put on priority list for barbed wire fencing.

Mayor Flowers explained to Cheryl that he had similar concerns and that Army Corp had been contacted regarding the opening of this park.

Motion made by Councilman Eshleman and seconded by Councilman Deighton that items 4 (a), (e), and (g) be accepted as presented. Motion carried unanimously.

Items 4 (b), (c), (d) and (f) held for discussion. After discussion and review of these listed items a motion was made by Councilman Eshleman and seconded by Councilman Deighton that Items (b),(c),(d), and (f) be accepted as presented.

Notes to the items: Item (b) Accounts Payable - Telephone bill to be divided: 1/3 Town Hall, and 2/3 Police Department.

Regarding Item (d) Public Safety Report, Council ask that more information be provided and that a review of outstanding warrants be performed.

Council ask that Public Works report be listed on future agendas.

Item 5(a) Abandonment of Parking Easement - John Donahue addressed Council on this subject. In the Planning and Zoning Commission workshop held on October 20, Mr. Savages' request had been reviewed. Legal Council had been contacted regarding transfer documents and conditions of agreement. P&Z recommend parking easement request made by Dan Savage be approved and that all cost of transference and reclamation of easement be absorbed

entirely by Mr. Savage.

After review of appropriate maps, a motion was made by Councilman Brotherton and seconded by Councilman Groves that Planning & Zoning Commissions recommendation to grant Dan Savage's request to abandon a certain easement in the Royal Oaks Subdivision be accepted and that further stating all costs incurred by transference of the easement be absorbed by Mr. Savage and that Mr. Savage be responsible for any future taxes; further stipulation being that the adjacent property property boundary lines lines be extended out to the street and that the property be deeded over to the adjacent property owner. Motion carried unanimously.

Item 5B - Texas Waste Management - Mr. John Gustafson of Texas Waste Management had contacted a professional engineering company in Dallas to review the impact Texas Waste Management trucks were having on Hickory Creek streets. According to the report the tandem axle trucks should provide less pavement loading weight than the single axle trucks.

Mayor Flowers informed Mr. Gustafson that weight in Texas Waste Management Trucks was not the issue as much as the twin screw action of the tandem axle truck.

Mr. Gustafson informed Council he was in process of purchasing a lighter weight single axle truck to pick up garbage in Hickory Creek. In the event the weekly garbage service trucks are changed over to a single axle truck, Mr. Gustafson ask that the following items be considered:

(1) Twice a week garbage pick-up and (2) Mandatory garbage pick-up.

Mayor Flowers ask that discussion be held and that a committee consisting of Councilman Deighton, Councilman Brotherton, Councilman Akins be formed to resolve all issues. The committee to meet on November 17, 7:00 p.m., Town Hall with John Gustafson to be in attendance.

Mayor ask that subject be tabled and placed on next available Council meeting.

Item 5C Vehicle Weight Ordinance P & Z had held a workshop in October regarding adoption of a vehicle weight ordinance. Councilman Bob Deighton presented Council with a drafted copy of the proposed ordinance. The new ordinance would specify those vehicles exempt from obtaining a permit and those that would need to obtain a permit. Councilman Brotherton ask that Item 9 be added to section 2 exempting certain commercial vehicles delivering and or removing dirt, concrete, gravel, asphalt or any solid materials to or from Hickory Creek properties and not to exceed 15 yards total haulage per project. This would enable property owners that are having landscaping and other small lawns jobs to improve their properties without paying permits.

Councilman Deighton also presented Council with a fee schedule.

After discussion of proposed Ordinance a motion was made by Councilman Groves and seconded by Councilman Akins that Ordinance #8714131 be amended as outlined and that appropriate fee schedule be accepted as presented. Motion carried unanimously.

tem 5 (d) Army Corp. of Engineers Contract City had received a letter from Corp of Engineers in reference to a letter from Councilman Deighton concerning a license for portion of Hickory Creek Park. They ask that the following information be forwarded:

- (1) A legal metes and bounds description of the park area you desire with a tie to the government corner.
- (2) A resolution passed by your City Council requiring a license.
- (3) A resolution passed by your City Council agreeing to be responsible for the operation and maintenance of the park area.
- (4) A resolution passed by your City Council assigning responsibility to an individual to act in behalf of the City.

Councilman Eshleman ask that this letter be forwarded to the Parks Committee for their action. Mayor Flowers tabled subject to old business.

Item 5 (e) - P & Z Appointments - Councilman Deighton informed Council that Carolyn Bolton Poission #1, and Clayton Eldridge Position #3, had given their letters of resignation. He recommended that the Planning and Zoning Commission be reduced from 9 to 7. He felt 7 members would have a higher attendance and be a more organized group.

After discussion among Council, Mayor Flowers ask that minutes reflect commission size to stay at 9 and that item be considered informational and removed from agenda.

Item 5 (f) - 1987-88 Street Repair Program - Mayor ask City Secretary to reflect all were present at Council Workshop in October. All members were in agreement to forward a resolution type proposal to Denton County regarding the following:

- (1) North Hook Area - Meadow, Woods & Lake Circle - Scarify road, recycle, add base and apply a single seal coat - \$2,875.00.
- (2) South Hook - Seal coat complete Circle - \$977.65
- (3) Double Seal Coat Garth Lane \$5,750.00

Total cost \$9602.65

Add base on Erwin and Walters - No charge.

Alan Groves to check with Pete Swink on the grading of Garth Lane.

New Business

Item 7(a) Library Portion Disbursement - Library budget for 1987 portion had been paid in the amount of \$300.00. Library portion should have been \$350.00. Mayor ask City Secretary to disburse the \$50.00 to Library and debit Other Administrative Expenses.

Item 7(b) Insurance on Public Works Vehicle - Funds had not been allocated for this item in 1987-88 Budget. After discussion, Mayor Flowers ask that City Secretary debit New Equipment in Public Works Budget for the expenditure.

Dan Savage #3 Royal Oaks Boulevard presented Chief Ronnie Pair with a certificate from American Airlines for 2 airplane tickets to Florida. The tickets are to be used for the next Ladies Auxiliary Benefit.

It was suggested by Councilman Deighton that perhaps the next Ladies Auxiliary Benefit could be used to raise funds for the 1988 portion of Library fund in the amount of \$1,050.00.

Old Business

Employee benefits was discussed. Mayor Flowers ask Councilman Brotherton to have information available on the cost involved and what benefits could be made available to the Town Hall employees by next council meeting.

Executive Session- No action taken.

Meeting adjourned 1:00 a.m.

Attest:

---

Elizabeth Penny  
City Secretary  
Town of Hickory Creek

CITY OF HICKORY CREEK, TEXAS  
Planning & Zoning Commission  
Box 453  
Lake Dallas, Texas 75065

August 21, 1987

Mr. Dan Savage  
#4 Royal Oaks Boulevard  
Hickory Creek, Texas 75065

Dear Dan:

This letter is to advise you of the Planning & Zoning Commission's ~~action on your request of the City for abandonment of a parking easement in front of your home in the Royal Oaks subdivision.~~

A motion was made and passed unanimously by the Commission for re-submittal of this request with additional materials to include:


- 1) Engineering Draft of the replat of the lots involved in this request, including both contiguous lots, all easements, restrictions, new ROW dedications and restricted front building line (to be maintained at present location);
- 2) Documents indicating approval and/or agreement of all adjacent lot owners;
- 3) Ordinance Draft altered to include an agreement whereby you will incorporate the requested area into your lots and provide curb and gutter construction across the road frontage of the property in question, along with the removal of the existing paved parking area.

This replat will require an application and inspection by the City Engineer. The fee will be \$300.00 plus \$25.00 per lot involved in the replat. Metroplex Engineering will be the firm performing the review and it is my suggestion that you contact Tommy Pipes at ~~Metroplex for execution of the engineering drawings as his firm is familiar with the City's requirements.~~

There was some discussion by the Commission with regard to establishing a specific timeframe for completion of these improvements and acceptance by the City. This matter will require further discussion.

If you have any questions regarding the enclosed information, please contact me at 497-2481.

Very truly yours,

  
John J. Donahue, Jr.  
Chairman, Planning & Zoning  
Commission

cc: Councilman Bob Deighton

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS ABANDONING A PARKING AREA ON ROYAL OAKS BOULEVARD IN FAVOR OF THE ABUTTING PROPERTY OWNER, DANIEL SAVAGE; PROVIDING SUCH ABANDONMENT SHALL BE THE INTEREST WHICH THE TOWN MAY LEGALLY AND LAWFULLY ABANDON; PROVIDING THAT SAID ORDINANCE SHALL CONSTITUTE A QUITCLAIM DEED THAT MAY BE RECORDED WITH THE COUNTY CLERK OF DENTON COUNTY, TEXAS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Hickory Creek has determined that the parking area is not needed for public purposes; and

WHEREAS, Daniel Savage the owner of the abutting property, desires that said parking area be abandoned in favor of him.

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

SECTION 1. That the hereinafter described parking area on Royal Oaks Boulevard within the corporate limits of the Town of Hickory Creek is not needed or necessary for public purposes and should be abandoned in favor of the abutting property owner, Daniel Savage. The parking area being abandoned herein is described as follows, to-wit:

COMMENCING at a point, said point being the northeast corner of lot 21, Block C, Royal Oaks Addition;

THENCE South a distance of 95:00 feet;

THENCE East a distance of 47:99 feet to a point: said point being located on a curve of the public right of way;

THENCE Northeasterly a distance of 56:33 feet along the radius of said curve.

THENCE Northwest a distance of 53:82 feet:

THENCE West a distance of 49:92 feet to the point of beginning.

SECTION 2. That the above described parking area be and the same is hereby abandoned in favor of Daniel Savage, owner of the abutting property.

SECTION 3. That this abandonment ordinance shall constitute a Quitclaim Deed in favor of Daniel Savage, the owner of the the abutting property, and a certified copy of the same may be filed in the Deed Records of Denton County, Texas to indicate such abandonment.



SECTION 4. That the abandonment provided herein shall extend only to the public right, title and interest in and to said parking area and shall be construed to extend only the interest that the governing body of the Town of Hickory may legally and lawfully abandon and shall be without prejudice to the rights of any public utilities which may exist in said parking area.

SECTION 5. The fact that the above described parking area is not needed or necessary for public purposes and that such parking area should be abandoned in favor of the abutting property owner, this ordinance shall take effect immediately from and after its passage as the charter in such cases provides.

DULY PASSED by the Town Council of the Town of Hickory Creek, Denton County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 1987.

APPROVED:

ATTEST:

-----  
MAYOR

-----  
CITY SECRETARY

**LANDMARK**  
**SURVEYORS, INC.**

4238 I-35 North  
Denton, Texas 76207-3408  
(817) 382-4016  
Fax (817) 387-9784

April 4, 1997

Dan Savage  
#4 Royal Oaks Blvd  
Hickory Creek, Tx.

Job No. 979151

Invoice No 10077

For professional services rendered for preparing a metes and bounds description for Lots 21 & 22, in Block C of Royal Oaks Addition, in the City of Hickory Creek, Texas.

Lump Sum	\$400.00
7 3/4% State Sales Tax	<u>31.00</u>
<b>TOTAL AMOUNT DUE THIS STATEMENT</b>	<b>\$431.00</b>

**\*\*\*\*\*PLEASE PAY WITHIN 30 DAYS\*\*\*\*\***

**FIELD NOTES**  
**0.118 ACRE**

049968

**BEING** all that certain lot, tract or parcel of land situated in the Lowry Cobb Survey Abstract Number 284, in the Town of Hickory Creek, Denton County, Texas, being a part of that certain tract of land abandoned by the Hickory Creek Town Council as shown in item 5(a) in the minutes of the November 10, 1987 Town Council Meeting, being a part of the parking easement shown as right-of-way for Royal Oaks Boulevard, a public roadway on the plat of Royal Oaks Addition, an addition to the Town of Hickory Creek, Denton County, Texas, according to the plat thereof recorded in Volume 11, Page 42, Plat Records, Denton County, Texas and being more particular described as follows;

**BEGINNING** at a iron rod found for corner, said point being the southeast corner of Lot 21, Block C, of said Royal Oaks Addition;

**THENCE** N 00° 20' 15" W, 77.85 feet with the east line of said Lot 21 to an iron rod found for corner in the south line of Lot 20, Block C of said Addition;

**THENCE** S 89° 40' 33" E, 49.19 feet with said south line of said Lot 20 to an iron rod found for corner in the southwest line of Lot 19, Block C of said Addition;

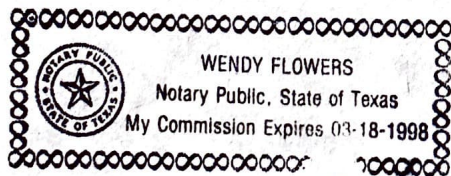
**THESE** S 30° 48' 36" E, 54.44 feet with said southwest line of said Lot 19 to an iron rod found for corner in the west line of said Royal Oaks Boulevard;

**THENCE** along the arc of a curve to the left having a central angle of 11° 04' 01", a radius of 220.13 feet, an arc length of 42.52 feet, whose chord bears S 32° 11' 45" W, 42.45 feet with said west line of said Boulevard to an iron rod set for corner;

**THENCE** N 84° 35' 36" W, 54.24 feet to the **PLACE OF BEGINNING** and containing 0.118 acre of land.

*David Wages*  
\_\_\_\_\_  
witness signature

County of Denton



Wendy Flowers  
Notary

This instrument was acknowledged before me on this 21<sup>st</sup> day of April, 1997

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2025-0324-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
HICKORY CREEK, TEXAS APPROVING AMENDMENTS TO THE  
TOWN OF HICKORY CREEK PERSONNEL POLICY MANUAL.**

**WHEREAS**, the Town of Hickory Creek adopted the Town of Hickory Creek Personnel Policy Manual on March 20, 2007, and amended the manual on March 17, 2009, March 21, 2017, August 20, 2019 and September 25, 2023 providing rules and procedures governing all employees of the Town; and

**WHEREAS**, periodic updates, amendments or revisions are necessary in order to address changes to the Town’s employment policies initiated by state or federal law changes as well as Town-initiated updates; and

**WHEREAS**, it has hereby been determined by the Town Council of the Town of Hickory Creek that is it in the best interest and welfare of the Town of Hickory Creek and its employees to approve said updates and amendments of the Town Personnel Policy Manual contained within the revised policy manual attached as Exhibit “A” hereto.

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

**SECTION 1**

That, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

**SECTION 2**

That, the Town Council of the Town of Hickory Creek, Texas hereby approves Town Personnel Policy Manual and all amendments, revisions and updates contained within the same, as attached hereto as Exhibit “A”.

**PASSED AND APPROVED** this the 24<sup>th</sup> day of March, 2025

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

ATTEST:

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

APPROVED AS TO FORM:

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



# Town of Hickory Creek

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PERSONNEL POLICY MANUAL



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## **CHAPTER 1 – TOWN POLICIES**

### **Section 1.1** **Introduction**

The purpose of the personnel policy manual is to promote understanding, cooperation, efficiency and unity, all of which come through the systematic application of established procedures in personnel management and administration; and to provide a uniform policy for all employees, with all the benefits such a program ensures. This manual is designed to acquaint all employees with the Town and provide information about working conditions, employee benefits, and policies affecting employment. Employees should read, understand, and comply with all provisions of the manual. It describes many responsibilities as an employee and outlines the programs developed by the Town to benefit employees. It is not intended to give specific guidelines for every conceivable personnel action, but rather to help assure fair and consistent treatment. Because of the variety of services performed by the Town, it may be necessary for individual departments to establish codes of conduct, rules and regulations, and policies and procedures to accomplish departmental responsibilities. All such departmental rules/policies may be more restrictive, but not less restrictive than these policies. An employee who violates the departmental code of conduct, rules, policy, or procedure is subject to disciplinary action.

The Town reserves the authority to modify, revoke, interpret, or terminate any or all the rules and regulations specified in the personnel policy manual in whole or in part, at any time, with or without notice. The issuance of the personnel policy manual does not constitute an express or implied contract between the Town of Hickory Creek and its employees. Town supervisory personnel shall not make any representation to employees or applicants concerning the terms or conditions of employment with the Town of Hickory Creek, which is not consistent with the personnel policy manual.

### **Section 1.2** **At-Will Employment**

Employment with the Town of Hickory Creek is on an at-will basis. Employment with the Town is for no fixed or definite term. At-will employment means that both the employee and/or the Town have the right to terminate employment at any time, with or without notice, and with or without cause. No agreement or promise regarding an employee's terms or conditions of employment is binding on the Town unless such an agreement is in writing, approved by the Town Council, and signed by the Mayor. This personnel policy manual does not constitute a contract of employment. Nothing in this personnel policy manual is intended to alter the continuing at-will status of employment with the Town.

### **Section 1.3** **Equal Opportunity Employer**

The Town is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, training, awards, compensation and benefits, disciplinary measures or any other aspect of employment because of age, race, color, religion, sex, sexual orientation, gender identity, national origin, disability, genetics, veteran's status or other unlawful basis, is prohibited.

## **Section 1.4** **Inappropriate Conduct and Prohibited Harassment**

All employees are entitled to a workplace free of unlawful harassment and inappropriate conduct by management, supervisors, co-workers, citizens, and vendors. This means that each employee must be respectful of others and act professionally. Town employees are also prohibited from engaging in inappropriate conduct and unlawful harassment of other employees, citizens, vendors, and all other third parties.

### **Unlawful Sexual Harassment**

- All types of sexual harassment are prohibited. "Sexual harassment" means an unwelcome sexual advance, a request for a sexual favor, or any other verbal or physical conduct of a sexual nature if submission to the advance, request, or conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
- submission to or rejection of the advance, request, or conduct by an individual is used as a basis for a decision affecting the individual's employment; or
- the advance, request, or conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
- the advance, request, or conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Prohibited sexual harassment does not require sexual attraction or interest. This policy prohibits sexual advances and requests for sexual favors, sexual jokes and innuendo; comments about bodies, sexual prowess, sexual preferences, sexual experiences or sexual deficiencies; leering, whistling, or touching; verbal abuse of a sexual nature, including insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures, including nudity and pornography; and all inappropriate conduct of a sexual nature, whether it be physical, verbal or visual conduct.

**It is an unlawful employment practice if sexual harassment of an employee occurs and the Town's management or a supervisor (1) knows or should have known that the sexually harassing conduct was occurring; and (2) fails to take immediate and appropriate corrective action.**

### **Inappropriate Conduct and Other Prohibited Harassment**

In addition to the State law prohibiting sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, sexual orientation, gender, gender identity, citizenship, or any other characteristic protected by law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are inappropriate and are strictly prohibited.

This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, cell phone or other electronic devices, social media, and/or the Internet, such as YouTube and Facebook. Harassment of any nature, when based on race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

This policy applies to Town employees, citizens, vendors, and other visitors to the workplace, and applies to social events, off-duty, retreats and travel situations as well.

### **Mandatory Reporting**

The Town requires that employees report all perceived incidents of harassment or inappropriate conduct, regardless of the offender's identity or position.

Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that harassment has occurred or has been subjected to conduct prohibited by this policy must report it immediately to:

- the Department Head
- the Town Manager or
- the Mayor

Any supervisor, manager, or department head who becomes aware of possible conduct prohibited by this policy must immediately advise the department head and/or the Town Manager.

Under this policy, an employee may report to and/or contact the Town Manager, without regard to the employee's normal chain of command:

John M. Smith, Jr, Town Manager  
1075 Ronald Reagan Avenue Hickory Creek, TX  
75065 940-279-7061 Office 469-463-2656 Cell Phone  
john.smith@hickorycreek-tx.gov

Voice messages or e-mails may be left at any time.

### **Investigation**

All reports of prohibited conduct will be investigated promptly and in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the Town investigations and to maintain confidentiality.

### **Retaliation Prohibited**

Retaliation against employees who make a good faith charge or report of prohibited conductor who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

### **Responsive Action**

The Town will take immediate and appropriate action upon receipt of a sexual harassment complaint.

Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal, will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were untruthful, fabricated or exaggerated or when employees are untruthful during an investigation.

## **Section 1.5** **Drug and Alcohol Use Policy/Testing**

It is the desire of the Town to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.

### **Prohibition Against Alcohol and Illegal and Unauthorized Drugs**

While on Town premises, while on duty, while conducting Town-related business or other activities off premises, while driving a Town-owned or leased vehicle, or while operating or using other Town-owned or leased property or equipment, no employee may use, possess, distribute, sell, or have a detectable amount of alcohol in his/her system (.02) (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

The use of alcohol by a Town employee during a business meal is prohibited even though the person with whom the employee is having meal may be consuming alcohol. Further, an employee on duty or conducting Town business, including Town-related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the use of alcohol. Town employees may not bring alcoholic beverages on Town premises, including parking lots adjacent to Town work areas, and may not store or transport alcohol in a Town-owned or leased vehicle.

### **Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia**

This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on Town premises, while on duty, while conducting Town-related business or other activities off premises, while driving a Town-owned or leased vehicle, or while operating or using other Town-owned or leased property or equipment.

Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

### **Permissive Use of Prescribed and Over-The-Counter Drugs**

The legal use of prescribed and over-the-counter drugs is permitted while on Town premises, while on duty, while conducting Town-related business or other activities off premises, while driving a Town-owned or leased vehicle, or while operating or using other Town-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

## **Police Department Employees**

Certain Town Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempt from certain portions of this policy under certain limited conditions. Additional guidelines may be established by Police Department operating procedures.

## **Mandatory Disclosure by Employees**

Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Head or to the Town Manager if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

## **Employees Who Are Called Out**

Employees who are aware they are subject to being called out are expected to be fit for duty upon reporting to work.

Any employee who is called out is governed by this policy. If a situation occurs where the employee called out has a detectable amount of alcohol in his/her system (.02) or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

## **Mandatory Reporting of Arrests and Convictions**

Employees must notify their immediate supervisor and the department head, in writing, of any alcohol or drug-related arrest and/or convictions (including a plea of *nolo contendere*) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than twenty-four (24) hours after the arrest and/or conviction.

## **Off-Duty Conduct**

The Town may take disciplinary action, up to and including termination of employment, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the Town's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's job performance.

Any employee reporting to work under the influence of illegal drugs or with a detectable amount of alcohol (.02 bac or higher) may be disciplined, up to and including termination.

## **Rehabilitation/Treatment**

1. It is the Town's desire to assist employees who voluntarily request assistance with alcohol or drug dependency. For Town support and assistance, however, an employee must acknowledge the problem and seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment.
2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of absence to participate in a rehabilitation or treatment program. An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action.

The leave of absence may be granted at the Town's sole discretion. Factors considered by the Town in deciding whether to grant leave include: the length of the employee's employment with the Town; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with Town policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the Town due to the employee's absence. Unless otherwise required by law, it is the Town's policy to grant such a leave of absence only once during the course of an employee's employment with the Town.

3. The cost of any rehabilitation or treatment may be covered under the Town's group health insurance policy. In any case, the employee is responsible for all costs associated with any rehabilitation or treatment program.
4. During time off for a Town approved rehabilitation or treatment program, the employee must use any available PTO.
5. If the employee successfully completes the prescribed rehabilitation or treatment, the Town will make reasonable efforts to return the employee to the prior position or one of similar pay and status. However, employment with the Town following a Town approved leave for rehabilitation or treatment is conditioned on the following:
  - Initial negative test for drugs and/or alcohol before returning to work;
  - A written release to return to work from the Town-approved rehabilitation or treatment facility/program;
  - Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the Town-approved rehabilitation or treatment program, if applicable;
6. In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to submit to periodic and/or random testing by the Town during the two years following the employee's return to work following treatment; and
7. The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the Town Manager. The employee must meet with the Town Manager to discuss the terms of continued employment and sign a formal agreement before returning to work.

### **Policy Violations**

Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police Department may have stricter disciplinary rules regarding violation of this policy.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Town Manager to receive assistance or referrals to appropriate resources in the community.

## **TESTING**

### **Types of Tests**

Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, Intoxilyzer, blood, or other generally accepted testing procedures.

### **Testing of Applicants**

All applicants to whom a conditional offer of employment has been made will be required to submit to testing for illegal and unauthorized drugs.

A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the Town.

### **Testing of Employees**

1. Employees will be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or “near miss,” when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.
2. The Town may conduct random testing on employees holding safety sensitive positions in the police department and public works departments.
3. Police Department employees are also subject to any applicable departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
4. For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia, or credible reports of drug use (even if anonymously provided) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol.
5. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee’s behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
6. Tests will be paid for by the Town. To the extent possible, testing will normally be done during the employee’s normal work time.
7. Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.



8. A positive test result is a violation of the Town's Drug and Alcohol Use Policy and will result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the Town's Drug and Alcohol Use Policy is ineligible for future employment with the Town.
9. The Town has additional obligations when testing for controlled substances and alcohol for those employees regulated by the U.S. Department of Transportation. Please see the Town's Drug and Alcohol Policy for DOT employees for additional information.

### **Testing Procedures**

1. All testing must normally be authorized in advance by both the employee's department head and the Town Manager. If the department head is unavailable within a reasonable period of time, the Town Manager may, with sole discretion, authorize the testing of an employee. If the Town Manager is unavailable within a reasonable period of time, the department head may, with sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led the supervisor to suspect that the employee has any detectable amount of alcohol or illegal/unauthorized drugs. Testing should be arranged as soon as possible after the supervisor's articulable observations and no later than 4 hours after the articulated observations.
2. If an employee's conduct resulted in a workplace accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the Town's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated Town representative may be required to stay with the employee during the testing process. The Town may, in its discretion, reassign the employee or put the employee on administrative leave until the test results are received. The Town will make arrangements to have the employee transported home after the testing.
3. All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the Town. All positive test results will be subject to confirmation testing.
4. Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the Town Manager; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the Town.

## **DRUG AND ALCOHOL POLICY FOR DOT EMPLOYEES**

### **Employees/Applicants Subject to Testing**

The Town complies with the U.S. Department of Transportation's (DOT) physical mandated by the Federal Motor Carrier Safety Administration (FMCSA) applicable to employees in positions requiring a Commercial Driver's License (CDL). A DOT physical helps determine if a driver is physically, mentally, and emotionally fit to operate a CMV. For your safety and the public's safety, FMCSA requires all CDL holders to complete and pass a DOT physical to maintain a valid commercial driver's license.

Covered drivers must also comply with DOT drug testing and alcohol testing procedures.

### **Questions**

Anyone with questions regarding this policy should contact the Town Manager.

### **Section 1.6 Nepotism** **(Employment of Relatives)**

This policy is designed to prevent conflicts of interest and perceptions of biased conduct and to maintain the confidentiality of restricted information.

**Hiring & Employment of Relatives.** The Town will not hire a relative of a current employee without the express written authorization of the Town Manager. Continuing employment of employees who become relatives after they are hired is subject to the following:

- No employee may supervise, review, or process the work of a relative;
- The employees' relationship must not create an actual or potential conflict of Interest;
- There can be no interdependence or relationship between jobs that might be potentially detrimental to the Town;
- Relatives cannot work in the same Department; Department Heads cannot have a relative in their own or in another Department.

#### **Mayor, Council Members, and Town Manager.**

- Relatives of the Mayor may not work for the Town.
- Relatives of Town Council members may not work for the Town.
- Relatives of the Town Manager may not work for the Town.

**Employee Dating.** Department Heads are prohibited from dating another Town employee. Other supervisors are prohibited from dating anyone in their own Department and are discouraged from dating employees in other Departments, especially if the relationship (or dissolution of the relationship) might reasonably create a disruption to the work environment, create a conflict of interest or the appearance of a conflict of interest, or lead to charges of favoritism, discrimination, or sexual harassment.

If a dating relationship is permitted under this policy, repeatedly asking out someone who is not interested is still a violation of this policy. For purposes of this policy "dating" includes both serious and casual dating and other conduct associated with romantic or sexual relationships. Anyone with questions as to whether an existing or potential relationship is prohibited by this policy is directed to discuss it with their Department Head, Human Resource, and/or the Town Manager's Office. Any exceptions to this policy require the Town Manager's written approval.

## **Required Disclosures.**

- **Job Applicants.** Job applicants, both internal and external, must disclose during the hiring process if they are related to or are dating the Mayor, a Council Member, or a current Town employee.
- **Current Employees.** Employees are required to notify the Human Resource department of the following:
  - **Relatives Seeking Employment.** Employees who know that a relative is or has applied for employment with the Town must immediately notify Human Resources.
  - **Impending Relationships.** The Town recognizes that future situations may arise where employees who were not relatives or who were not dating when hired may subsequently become related to or consider dating another Town employee. If a romantic relationship, engagement, marriage, reorganization, or other situation will result in a violation of this policy, affected employees must immediately inform the appropriate Department Head and Human Resources.
- **Supervisors.** Supervisors must immediately disclose to the Human Resource department any known or suspected violations of this policy, as well as any impending relationships that will or may be in violation. Human Resources will work with Department Heads and the Town Manager to determine if this policy is or will be violated and coordinate any further action.

**Application.** This policy applies to all employees. Relationships that violate this policy will, unfortunately, result in the termination of one or both employees if a transfer or other resolution is not workable.

**Definition of Relative.** The definition of a “relative” is applied broadly and includes an employee’s:

- Mother, father, daughter, son, sister and brother;
- Stepparent, stepchild, and stepsibling;
- Aunt, uncle, niece, nephew, grandparent, grandchild, and first cousins;
- Great aunt/uncle, great niece/nephew, great grandparent, great grandchild, and second cousins;
- Spouse and the spouse’s mother/father, brother/sister, son/daughter, aunt/uncle, niece/nephew, grandparent, grandchild, and first cousins;
- Former spouse, fiancé, “significant other,” and members of the same household.

### **Section 1.7**

#### **Conflict of Interest and Outside Employment**

It is the policy of the Town of Hickory Creek to establish that no officer or employee shall give occasion for distrust of integrity, impartiality or devotion to the best interests of the Town and the public trust held by such persons.

No officer or employee shall use or attempt to use his official position to secure special advantage, privilege or exemption for him or herself or others.

To guard against a potential conflict of interest, no employee of the Town of Hickory Creek may engage in any outside employment or self-employment without first securing approval, in writing, from his or her Department Head and approved by the Town Manager.

## **Section 1.8** **Health/Medical Examinations/Fitness for Duty**

The Town endeavors to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions of the position, either with or without reasonable accommodation.

### **Serious Health Condition/Disabilities**

The Town recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment.

As long as these employees are able to perform the essential functions of their job, with or without a reasonable accommodation, without creating an undue hardship on other employees, and medical evidence indicates that their condition is not a direct threat to themselves or others, the Town will treat them consistently with other employees.

### **Medical Exams for Current Employees**

The Town Manager, or an employee's department head (with the prior written approval of the Town Manager) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary in order for the Town to provide a reasonable accommodation; following an injury or accident; and as otherwise permitted in accordance with applicable laws. Any requested medical examinations of employees will be job-related and consistent with business necessity.

### **Medical Information from an Employee's Doctor**

Under certain circumstances, the Town Manager may require employees to provide medical information from their healthcare provider. In such cases, employees are to inform their health care provider not to provide any genetic information when responding to such request.

### **Genetic Information**

In accordance with the Genetic Information Nondiscrimination Act (GINA), the Town will neither request nor require genetic information of an employee or his/her family member, except as specifically allowed by GINA. To comply with GINA, employees are directed not to provide any genetic information when responding to any Town request for medical information.

"Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or embryo lawfully held by an individual or family member receiving assistive reproductive services.

## **Medical Records**

Medical records and sensitive information regarding an employee's health will be kept confidential as required by law.

Limited information may be provided to supervisors and managers, first aid and safety personnel, government officials, Texas Workers' Compensation Commission, and as necessary for insurance and other business-related purposes.

## **Return to Work/Fitness for Duty**

Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate his/her return through the Town Manager. An employee who misses work due to medical reasons may be required to provide a fitness-for-duty certification before returning to work.

## **Time Off from Work**

Time away from work undergoing a Town mandated fitness for duty examination will normally be coded to paid administrative leave but may be retroactively changed to PTO as circumstances warrant.

### **Section 1.9** **Americans with Disabilities Act**

To ensure compliance with the Americans with Disabilities Act and Americans with Disabilities Act as Amended (ADAAA), the Town offers equal employment opportunity to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability.

The Town will provide reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position at issue. The Town's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship for the Town.

Any employee seeking reasonable accommodations for a disability that affects the employee's ability to perform the essential functions of the position shall make a written request to the Town Manager.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact the immediate Supervisor, Department Head, or the Town Manager.

### **Section 1.10** **Modified Duty Assignments**

The Town may modify duty assignments available to ill or injured employees who are unable to perform their regular job duties. The decision to offer an employee a modified duty assignment is made in the Town's sole discretion.

A modified duty assignment may be in the employee's own or another department in the Town. Factors considered by the Town in making its decision include but are not limited to the nature of the employee's illness or injury; the medical release provided in support of modified duty; the risk that a modified duty assignment may result in aggravation of the employee's injury or illness; the type of modified duty work available; the length of the employee's employment with the Town; the employee's performance and disciplinary history in making modified duty assignments.

Employees who are released for and given a modified duty assignment may not perform work duties in violation of their medical release. An employee who violates the terms of the medical release while on a modified duty assignment may lose the modified duty assignment and, in addition, may be disciplined up to and including termination of employment.

Modified duty will not normally extend beyond thirty (30) calendar days without an evaluation by the employees' treating physician and a recommendation from the department head to the Town Manager. Only the Town Manager may approve an extension of a modified duty assignment.

Employees still unable to return to regular duty within the time limit established for modified duty must re-qualify for modified duty through evaluation by the treating physician or revert to workers' compensation indemnity payment, accumulated PTO benefits, if available.

An employee who is released for and offered modified duty by the Town, but who elects not to accept such an assignment, will be ineligible for PTO benefits under the Town's PTO policy and salary continuation benefits under workers' compensation, but may still be granted unpaid leave.

An employee's salary during any modified duty assignment shall be at the same rate as the salary received prior to the injury. This policy will be enforced consistent with the Town's obligations under the ADA/ADAAA.

### **Section 1.11** **Social Media Policy**

An employee's use of social media, both on and off duty, must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the Town or violate any Town policy. The intent of these standards is to regulate the creation and distribution of information concerning the Town, its employees and citizens through electronic media, including, but not limited to online forums, instant messaging and internet social media and blogging sites. This policy is designed to protect the Town's reputation and ensure that an employee's communications not only reflect positively on the employee as an individual, but also on the Town.

The term "social media" encompasses Twitter, Facebook, Snapchat, TikTok, LinkedIn, Instagram, Threads, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging and all other social networking sites, instant messaging and the posting of video on YouTube and similar media.

## **Use of Town's Internet**

Use of the Town's Internet is a privilege and Town employees must responsibly and ethically use it. The Town may monitor an employee's access, use, and postings to the Town's internet to ensure compliance with internal policies, support the performance of internal investigations, assist management of information systems, and for all other lawful purposes. Employees have no expectation of privacy when using the Town's internet.

The Town expects all employees to follow the guidelines below when posting information on the Town's Social media sites.

## **Other Town Policies**

This policy should be read and interpreted in conjunction with other Town policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. Violations of the Social Media Policy may lead to disciplinary action. The Town provides an effective system for employee complaints through the "General Complaint and Grievance" policy without resorting to social media.

## **Employee Guidelines: Use of Town's Social Media on Work Time**

Any blogging or posting of information on the Internet or other Town social media sites must comply with the Town's guidelines, regardless of where the blogging or posting is done.

- Blogging, or posting information of a personal nature on the Internet or other Town social media sites is prohibited during work hours. Employees are not permitted to engage in social networking of a personal nature while using any of the Town's electronic social media sites.
- Employees must obtain written authorization from the Town Manager to update or post on social media sites on behalf of the Town and all content must be approved prior to posting.
- All the employee's time spent updating or posting on Town social media sites as part of the employee's job duties is compensable time that must be reported and counted in the calculation of overtime.
- No use of social media on work time and on Town equipment on Town networks is considered private or confidential, even if password protected or otherwise restricted. The Town reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed or received through its communication systems or equipment at any time.
- Never disclose any confidential information concerning another employee of the Town in a blog or other posting to the Internet. Posting confidential information may violate state law and subject the user to criminal penalty. All requests for Town documents must be processed through the Public Information Act.
- Employees must abide by all federal and state law and policies of the Town regarding information sent through the Town's Internet.
- Individual supervisors do not have the authority to make exceptions to these guidelines.

## **Employee Guidelines: Use of Personal Social Media While not on Work Time**

The Town recognizes that many Town employees utilize social media when not at work. The Town requires that employees be aware of guidelines regarding posting of work-related information on personal social media sites, and they are listed below.

- If the employee's social networking includes any information related to the Town, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the views of the Town.
- Employees are encouraged to act responsibly on and off duty, and to exercise good judgment when using social media. Recognize that postings on your social media site, even if done off premises and while off duty, could have an adverse effect on the Town's legitimate business interests.
- Respect coworkers and the Town. Do not put anything on your personal social media site that may defame, embarrass, insult, demean or damage the reputation of the Town or any of its employees.
- Do not put anything on your personal social media site that may constitute violation(s) of the Town's Inappropriate Conduct and Prohibited Harassment policy.
- Do not post any pornographic pictures of any type that could identify you as an employee of the Town. Be mindful that the Town's harassment policy covers both work and non-work time, including postings on social media sites.
- Do not post pictures of yourself or others on your personal social media site containing images of Town uniforms or insignia, Town logos, Town equipment or Town work sites.
- Do not post information on your personal social media site that could adversely impact the Town and/or an employee of the Town.
- Do not permit or fail to remove postings violating this policy, even when placed by others on your social media site.



## **CHAPTER 2 – EMPLOYMENT**

### **Section 2.1** **Employee Applications**

The Town relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Town's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **Section 2.2** **Employee Classifications**

#### **Exempt Employees**

Salaried executive, administrative, and/or professional employees earning \$684 per week or more and who meet all of the exempt requirements of the FLSA are exempt under FLSA and are not eligible for overtime pay.

However, exempt personnel may be allowed to flex time at the discretion of the Town Manager, if the employee worked over the required eighty (80) hours during a pay period. Exempt personnel wishing to flex time off are expected to obtain approval in advance from the Town Manager.

#### **Non-Exempt Employees**

Non-Exempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

#### **Full Time Employees**

Full-time employees are those persons employed to work a regular full schedule. Each full-time employee is eligible for all benefits provided by the benefits plan currently in effect, subject to any waiting periods defined in specific plans.

#### **Part Time Employees**

Part-time employees generally work fewer than 18 hours per week and are paid on an hourly basis. Part time employees do not participate in retirement and receive only those benefits specified in these policies.

#### **Seasonal Employees**

Employees may be hired on a seasonal basis and are paid on an hourly basis. Seasonal employees do not participate in or receive benefits.

### **Section 2.3** **Selection Process**

The Department Head shall determine the most appropriate means of selecting applicants using job requirements to identify the best qualified and best suited applicant(s). Reference checks, interviews, assessment centers, medical examinations, performance tests, written tests, and other selection methods may be used.

Applicants shall be required to provide any information and undergo any examinations

necessary to demonstrate compliance with prescribed requirements for the position(s) involved.

#### **Section 2.4** **Training and Evaluation Period**

All regular employees shall be placed in a training and evaluation capacity for a period of six (6) months, with the exception of police personnel which is twelve (12) months. This training and evaluation period will be utilized for closely observing the employee's work; for securing the most effective adjustment for a new employee to the position; and for dismissing any employee whose performance does not meet the required work standards. During this training and evaluation period, employees have no opportunity to appeal a termination.

#### **Section 2.5** **Working Hours/Attendance**

Town Administration office hours are from 7:00 a.m. until 5:00 p.m. Monday-Thursday. Scheduled working hours and meal periods are established for each department employee by their respective department head. This schedule may change from time-to-time depending on the needs of the Town of Hickory Creek. Town offices are closed on Friday, Saturday and Sunday. Regular and reliable attendance is expected for all employees.

#### **Section 2.6** **Promotional Opportunities**

Employees interested in promotional opportunities must apply through the Administration Department when opportunities are officially posted. The hiring supervisor will be allowed to review the employee's personnel file.

The Town of Hickory Creek reserves the right to select individuals that it deems best suited for positions consistent with equal opportunity laws and fairness.

#### **Section 2.7** **Transfers**

A transfer is the assignment of an employee in one position to another position at the same rate of pay. As with any other job opportunity, employees interested in a transfer must apply through the Administration Department when such an opportunity is officially posted. (This does not include internal transfers within a specific rank or classification within a department.) The hiring supervisor will be allowed to review the employee's personnel file. A transfer does not affect the current rate of pay.

There will likely be no objection to capable employees transferring between departments provided the following conditions are met:

- Both department heads are aware of it and agreeable **before** contact is made with the employee.
- That the employee is the best available person to fill the job that is open.
- That the employee is qualified to handle the new job and it will not create undue hardship in the department that the employee is leaving.

**Section 2.8**  
**Voluntary Demotion**

Voluntary demotions occur whenever employees apply for and accept a position at a lower pay rate. Prior to accepting the job offer, the Department Head and the Town Manager will decide the pay rate for the demotion, but it must be within the pay range of the lower job classification.

**Section 2.9**  
**Involuntary Demotion**

An involuntary demotion occurs whenever a Department Head makes an administrative decision to permanently reassign an employee to a lower pay rate or reduced responsibilities. Compensation for an employee involuntarily demoted will be determined on a case-by-case basis by the Department Head and Town Manager depending on the circumstances of the demotion.

**Section 2.10**  
**Temporary Assignments**

An employee may temporarily be paid at a higher base rate of pay if he or she performs all the duties of a higher job classification for a prescribed period of time. A temporary assignment to a higher job classification does not constitute a promotion and shall not be used to circumvent normal selection procedures. The employee involved shall not acquire any status or rights in the class to which temporarily assigned.

The Town of Hickory Creek reserves the right to assign higher-level duties to an employee without additional compensation. Additional compensation for temporary assignments or acting duty shall be paid only if officially authorized by the Department Head and Town Manager.

**Section 2.11**  
**Layoffs – Reduction in Force**

An employee may have his/her employment terminated due to the elimination of budgeted positions by the Town Council. This is a non-disciplinary termination and is not subject to appeal.

**Section 2.12**  
**Searches**

The Town may conduct unannounced searches or inspections of the work site, including but not limited to Town property used by employees such as lockers, file cabinets, desks, and offices, computer and electronic files, social media sites, cell phones, text messages, whether secured, unsecured or secured by a lock or password provided by the employee. No supervisor has the authority to deviate from Town policy. If reasonable suspicion exists, the Town may also conduct unannounced searches or inspections of the employee's personal property located on Town premises, including vehicles parked on Town parking lots.

All searches must be authorized and conducted under the direction of the Town Manager. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

**Section 2.13**  
**Telephone**  
**Contact**

All supervisory personnel and service personnel must have a telephone number at which they can be reached during off-duty hours. This can be a cell phone or a land line telephone.

- No reimbursement shall be made to the employee for the Town's use of such employee's private telephone to contact the employee regarding work related matters.
- All employees must immediately notify supervision of any change in phone number(s), and provide a phone number for a secondary contact, i.e., spouse, parent.

## **CHAPTER 3 – WORK PERFORMANCE**

### **Section 3.1**

#### **Periodic Reviews**

It is a goal of the town to establish a uniform and equitable plan of evaluation and compensation based upon the relative duties and responsibilities of positions within the Town and to reward meritorious service.

Newly hired employees will experience an intense period of job orientation for the first several months of employment. New employees will be evaluated on job performance as often as necessary. Employees will be evaluated at six months after hire, and Police Officers will be evaluated 12 months after hire.

Periodic reviews may be performed when an employee's performance does not meet expectations or in any other event that the supervisor determines a performance review is needed.

If an employee believes he/she has received an unfair or incorrect performance evaluation, it should first be discussed with the Department Head during the initial evaluation interview. Written comments on the evaluation form are allowed, or they may be attached to the form, regarding why the employee contends the evaluation is unfair or incorrect. Written comments shall become part of the personnel file. Signing an evaluation does not indicate agreement with the review, only that it has been received.

### **Section 3.2**

#### **Education and Training**

All employees shall have the knowledge and expertise to do their job. Employees will have the minimum educational standard required for their position. In addition, the Town of Hickory Creek will work to provide the following:

- On the job training - Each employee will receive training on procedures, policy, and equipment from their supervisor and other employees in similar positions.
- Government required education and registration – All employees so required will achieve and maintain their own educational and registration requirements.
- Additional training and education – From time to time, additional training and education will be required to enhance job performance, knowledge, skills and ability.

### **Section 3.3**

#### **Memberships in Organizations and Associations**

The Town of Hickory Creek may pay for memberships in organizations and associations whose objectives and purposes are directly related to the objectives and purposes of the Town. Each Department Head will be responsible for approving payment for membership in the organization.

## **CHAPTER 4 – CONDUCT**

### **Section 4.1** **Commitment**

The Town of Hickory Creek expects each employee to provide quality public services by meeting high standards of job performance and conduct and by following established policies, procedures, rules, regulations, and practices. For this reason, all employees are to be treated as responsible adults in the employment relationship. Employees are expected to meet the Town of Hickory Creek's performance standards and perform his/her job in an efficient and safe manner. Supervisors will provide a written job description and performance standards. Employees are expected to hold a high level of commitment to the Town of Hickory Creek organization. This commitment should be shown through cooperation, good work habits, and high standards of efficiency, economy, and accountability in the public service.

### **Section 4.2** **Personal Appearance**

All employees, regardless of work location and degree of public contact, are expected to maintain a good personal appearance and an acceptable standard of cleanliness and personal hygiene at all times.

While it is not the Town's intention to dictate the personal wardrobe of employees, the appearance and dress of employees are important in creating a favorable image supportive of public confidence. In general, dress and grooming which management might consider faddish, extreme, slovenly, or overly casual should be avoided. The following guidelines should prove helpful:

1. The appearance of all employees should be businesslike and within the limits of common sense and acceptable community standards. Employees should wear clothing that is neat, clean, professional, attractive and suitable for business, except when fieldwork is required. Very casual clothing and evening wear are not appropriate.
2. Those employees who are issued uniforms are expected to wear them and present a neat and clean appearance. Identification badges should be worn when appropriate.
3. Grooming, hairstyle and length should be the individual's choice, but should avoid extremes, be neat, clean, and suitable for business. Safety concerns may override some employee preferences. Accessories and shoes should be functional and safe for the type of work performed. Since it is impossible to foresee all possible individual variations in dress and style, employees should be alert to the reactions of other employees and the public to their appearance.
4. Judgment is to be exercised by the department head to assure that equitable and uniform application of the guidelines prevails. An employee whose personal appearance is unacceptable to these general standards will be informed of this immediately and may be sent home. If the problem is not corrected promptly and cooperatively, he or she may receive disciplinary action.

### **Section 4.3** **Contact with the Public and the Media**

Employees are the ambassadors of the Town to all they meet. Employees must be courteous, polite, and helpful. Nothing they do or say should detract from the public image of the Town. If the help that is needed is “not your job,” courteously find the people or direct the person to the right people to assist them. If they ask, explain to anyone what you are doing and why you are doing it.

If the person is asking about the policies and opinions of the Town, direct them to your supervisor.

Contact with the media is centralized to the Town Manager as Public Information Officer (PIO). Media contact dealing with police business goes through the Chief of Police. If a member of the media contacts an employee, the employee needs to refer them to the appropriate official.

### **Section 4.4** **Electronic Communications and Systems Access Use**

The Town may provide computer networks, internet access, email, telephones, cell phones, digital cameras, voice mail, and fax communication systems for use by Town employees in the performance of their job duties. These communication devices are referred to collectively in this policy as “electronic communications systems” or “systems.” These electronic communications systems are designed to support and enhance the communication, research and information capabilities of Town employees and to encourage work-related communication and sharing of information resources within the Town. This policy governs user behavior pertaining to access and usage of the Town’s electronic communications systems. This policy applies to all Town employees, contractors, volunteers and other affiliates who use the Town’s electronic communications systems.

The Town’s electronic communications systems access must be used in a professional, responsible, efficient, ethical and legal manner.

#### **Internet, Instant Message and Email Access**

Users desiring internet and/or email access must obtain written permission from their department head and provide it to the Town Manager. Users must acknowledge an understanding of this policy and its guidelines as a condition of receiving an Internet, instant message and/or email access account.

Failure to adhere to this policy and its guidelines may result in suspending or revoking the offender's privilege of access and/or other disciplinary action under Town policies, up to and including termination of employment.

#### **Acceptable Use**

Acceptable uses of the Town’s electronic communication systems are limited to those activities that support reference, research, internal/external communication and conducting Town business in line with the user’s job responsibilities. Network users are encouraged to develop uses which meet their individual needs and which take advantage of the Town’s internal network function. The Town prohibits connection to sites or forwarding of information that contain materials that may be offensive to others including, but not limited to, sites or information containing sexually explicit material.

Users must understand that use of any Town-provided, publicly accessible computer network such as the Internet, instant messaging and email is a privilege. Personal use of Town electronic media is not permitted. Supervisors cannot alter the restrictions of this policy.

**Unacceptable Uses of Electronic Communications Systems include:**

- Using profanity, obscenity, or other language which may be offensive or harassing to other coworkers or third parties.
- Accessing, displaying, downloading, or distributing sexually explicit material.
- Accessing, displaying, downloading or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
- Copying or downloading commercial software in violation of copyright law.
- Using the systems for financial gain or for any commercial activity unrelated to Town business.
- Using the systems in such a manner as to create a security breach of the Town network.
- Looking for or applying for work or business opportunities other than for internal Town postings.
  
- Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, genetics, color, sex, national origin, age, disability, age, physical attributes, or veteran status.
- Transmitting or sharing information regarding a coworker's health status without permission.
- Expressing opinions or personal views that could be misconstrued as being those of the Town.
- Expressing opinions or personal views regarding management of the Town or other political views.
- Using the electronic communication systems for any illegal purpose or in any way that violates Town policy or is contrary to the Town's best interest.

**Responsibility**

The person in whose name a Town provided Internet, email or other electronic communications system account is issued is responsible at all times for its proper use, regardless of the user's location.

Exchanges that occur in the course of conducting Town business on the Town's electronic communications systems will be considered a communication of the Town and held to the same standards as formal letters.

**No Right of Privacy/Monitoring**

Users of Town electronic communications systems may not assume they are provided any degree of anonymity and employees have no right to privacy with regard to such systems. Personal passwords are not an assurance of confidentiality. To ensure proper use of its electronic communications systems, the Town will monitor their use. Management staff has the ability and will, with or without advance notice, monitor and view usage, including but not limited to employee email, voice mail and instant messages, text messages, information and material transmitted, received or stored using Town systems and user internet access and usage patterns to assure that the Town's Internet resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy.



### **Copyright Restriction**

Any software or other material, including music, downloaded into a Town computer may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material. Prior written authorization from the Town Manager is required before introducing any software into the Town's computer system. Employees may not download entertainment software, games or any other software unrelated to their work.

### **Cybersecurity Awareness Training**

The Town will conduct cybersecurity training in compliance with State law (HB 1118) and regulations for all employees, council members and any other person who has access to the Town's computer network and/or IT infrastructure.

## **Section 4.5** **Cell Phone Use in the Workplace**

The Town recognizes that many employees bring cell phones to work. Cell phones may belong to the employee or be provided for the employee's use by the Town. The use of personal cell phones, including those with a texting, camera and/or video playing capability is not permitted during work time without a supervisor's approval.

Employees who are permitted by a supervisor to use a personal cell phone while at work must not allow cell phone use to become disruptive or interfere with their own or a co-worker's ability to do their jobs. Employees who use cell phones to violate Town policy, including the Town's Inappropriate Conduct and Prohibited Harassment Policy, will be subject to disciplinary action.

Employees with Town-issued cell phones are allowed to use Town cell phones for personal phone calls.

Except in emergency circumstances, employees should not use a cell phone while operating a motor vehicle, including both making and receiving phone calls and texting. Employees using Town issued cell phones have no expectation of privacy in cell phone calls, pictures, or text messages on these phones.

### **Public Information Act**

Employees are advised that records related to calls and text messages made and received on Town issued cell phones are public information. Information related to telephone numbers called, length of call, and time and date of call as well as the text message itself may be obtainable through the Texas Public Information Act.

If an employee uses a personal phone or device for Town related business, that phone or device may be subject to disclosure under the Public Information Act of the State of Texas. Texas Government Code § 552.004, §552.233. . Employees, including former employees, who possess Town records on a personal device are required to either transfer the information to the Town or to preserve the information in accordance with law and provide it to the Town upon request.

## **Section 4.6** **Town Property/Equipment Use**

The Town attempts to provide employees with adequate tools, equipment, vehicles and facilities for the job being performed, and the Town requires all employees to observe safe work practices and lawful, careful and courteous operation of vehicles and equipment. Any Town provided safety equipment must be used at all times.

From time to time, the Town may issue various equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, uniforms, cell phones, computers, and computer-related equipment. Employees are responsible for items formally issued to them by the Town, as well as for items otherwise in their possession or control or used by them in the performance of their duties.

At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. In addition to payroll deductions, the Town may take any other action it deems appropriate or necessary to recover and/or protect its property.

Employees must notify their supervisor immediately if any vehicle, equipment, machinery, tools, etc. appears to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of equipment will likely result in disciplinary action.

### **Personal Use Prohibited**

Town property, materials, supplies, tools, equipment or vehicles may not be removed from the premises or used for personal business without prior written approval by the Town Manager, or Department Head.

### **Tobacco Use Prohibited**

The use of all tobacco products of any kind, including smokeless electronic cigarettes is prohibited at any time in Town buildings and other facilities, in Town vehicles, while using Town equipment, and as otherwise directed. Employees are welcome to smoke on their meal period outside of the building in designated smoking areas. Smoke breaks which are excessive in frequency or length will be treated as an attendance issue.

### **Mileage Reimbursement**

An employee will receive mileage reimbursement for consistently using such employee's own vehicle for Town business if the use is deemed necessary by the Town Manager. Mileage will be reimbursed at the current State of Texas reimbursement rate.

### **Take Home Vehicles**

A Town vehicle may be assigned to a position or employee when it is more economical than payment of a car allowance or mileage reimbursement. To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off-duty hours to locations other than the employee's normal work location. No personal use of a take-home vehicle is permitted except to commute to and from home or work.

A Town vehicle is not to be used for personal business such as going to the bank, grocery store, etc. without prior written approval of the Town Manager.

No alcoholic beverages are allowed in Town vehicles. No passengers may be transported in take-home vehicles except as required by official duties.

The Town's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Most pickups, vans and automobiles are classified as "non-exempt" vehicles. Employees to whom a "non-exempt" vehicle is assigned for take-home may incur a federal income tax liability for the benefit of commuting to and from work in a Town vehicle. Police vehicles used by employees on call 24 hours are normally exempt from the benefit tax liability.

### **Use of Town Vehicles**

Town-owned or leased vehicles may be used only for official Town business. Town owned or leased vehicles may only be driven by authorized Town employees. If an employee drives a personal vehicle, or a Town-owned, rented or leased vehicle on the job or while carrying out Town-related business, the employee must comply with the following:

- Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
- Always observe all posted laws and speed limits.
- Always wear seat belts when the vehicle is in operation.
- No passengers other than Town employees or others on Town business may ride in a Town vehicle unless otherwise approved in advance by the department head.
- No personal use of Town-provided vehicles is allowed without the prior, specific approval of the Department Director.
- All maintenance and use records for Town vehicles must be completed as directed by the employee's supervisor.
- Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of Town vehicles to the appropriate supervisor immediately.
- All drivers must be eligible for coverage under the Town's insurance policy.
- Drivers covered by Department of Transportation (DOT) regulations must comply with the DOT regulations at all times.
- At no time may an employee under the influence of alcohol or a presence in the system of illegal drugs drive a Town vehicle or a personal vehicle while conducting Town business.
- Employees involved in an accident while operating a Town vehicle, or while operating a personal vehicle on town business, must immediately notify the proper law enforcement agency (if applicable) and the appropriate supervisor, Department Head, and/or Town Manager. Accident reports, along with any law enforcement report, must be filed by the employee with the Town Manager.

The Town may, at any time, check the driving record of a Town employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a Town driver. Employees must cooperate in giving the Town whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action.

## **CHAPTER 5 DISCIPLINE, APPEALS and GRIEVANCES**

### **Section 5.1** **Discipline**

The Town's discipline policy emphasizes the employee's responsibility for the consequences of his or her own behavior, with a focus on communicating expectations for changes in behavior and needed improvement. It also emphasizes that the disciplinary process should be fair to both the employee and the Town and as consistent among employees and as appropriate to the individual situation as is practicable. The Town's discipline policy and procedures apply to all Town employees, except Council appointees and contractual employees, unless otherwise specifically stated.

Employees may be disciplined or discharged at any time and for any or no reason at the discretion of the Town. The policy and procedures are only guidelines for supervisory actions; they are not intended to be inclusive of every possible situation. Furthermore, nothing in the policy is meant to imply that disciplinary steps or action must be taken in any particular order. No employee is entitled to progressive discipline.

### **Section 5.2** **Grounds for Disciplinary Action**

Every employee is expected to consistently maintain satisfactory performance standards. Continuing performance deficiencies, unlike the isolated violations noted in the subsequent sections of this chapter, should first be addressed by the mutually cooperative efforts of the supervisor and employee. Those efforts include but are not limited to:

- An analysis of the problem;
- A determination of needed changes and assistance; and
- Implementation of a corrective plan of action and establishment of achievement dates.

If performance standards are not met within a reasonable period of time, the employee, depending upon the reasons for failure, may be transferred, demoted, or terminated.

The following types of conduct are unacceptable and may be cause for discipline up to and including termination, depending upon the facts and circumstances of each case. The examples given below are typical, but not all-inclusive:

1. Unsatisfactory attendance is exemplified by, but is not limited to, the following violations:
  - Unexcused absence or tardiness; Failure to give notice of an absence or tardiness to the supervisor thirty (30) minutes before starting time, or as may be prescribed by departmental policy;
  - Separate absences or days of tardiness which exceed the average absences of days of tardiness of the employee's work group and which lack sufficient justification;
  - Failure to notify supervisor before leaving; or failure to return to work after any authorized leave of absence;
  - Unscheduled absences in conjunction with weekends, holidays or other scheduled time off;

- Absence or tardiness that causes disruption of services; or excessive amounts of time off the job, regardless of the reason.
2. Abandonment occurs when an employee, without authorization, is absent from the job, or refuses a legitimate order to report to work, for two (2) consecutive workdays. The employee is deemed to have abandoned his/her job and may be terminated. Any unauthorized leave shall be unpaid.
  3. Insubordination, including an inability or unwillingness to perform assigned work satisfactorily is exemplified by, but is not limited to, the following violations:
    - Failure to follow routine written or verbal instructions;
    - Arguing over assignments or instructions;
    - Disrespectful or challenging conduct towards supervisor;
    - An accumulation of other deficiencies indicating the employee's continuing failure to adequately perform in a productive, efficient, and competent manner;
    - Failure or refusal to follow the lawful and specific orders or instructions of a supervisor or higher authority; and/or
    - Pursuit of a denied request to a higher authority without revealing the lower-level disposition/failure to exhaust chain of command without excuse.
  4. Indifference toward work is exemplified by, but is not limited to, the following violations:
    - Inattention, inefficiency, loafing, sleeping, carelessness, or negligence;
    - Reading social media or unauthorized material, playing games, watching television, movies or other non-work-related video content, or otherwise engaging in entertainment while on the job and/or in view of the public.
    - Failure to remain at one's workstation without notifying the supervisor, leaving work without permission, or taking more time than allowed for meal periods;
    - Performance of personal business on work time;
    - Interference with the work of others; or
    - Discourteous or irresponsible treatment of the public or other employees.
  5. Sabotage is exemplified by, but is not limited to, the following violations:
    - Deliberate damage to or destruction of Town equipment or property;
    - Defacing of Town property;
    - Unauthorized alteration, removal, destruction, or disclosure of Town records (this conduct may also violate criminal laws);
    - Advocacy of or participation in unlawful trespass or seizure of Town property;
    - Encouraging or engaging in slowdowns, sit-ins, strikes, or other concerted actions or efforts to limit or restrict employees from working;
    - Encouraging Town employees to disobey provisions of these rules and regulations, Town ordinances, or other laws;
    - Interference with the public use of or access to Town services, properties, or buildings;
    - Interference with the operations of Town government; or
    - Threats to commit any act of sabotage as defined in this subparagraph.
  6. Safety violations are exemplified by, but are not limited to, the following violations:
    - Failure to follow Town or departmental safety rules and regulations;
    - Failure to use required safety apparel;

- Removal or circumvention of a safety device;
  - Lifting in a manner which may cause injury;
  - Operations of a vehicle or other equipment in an unsafe, negligent, or carelesmanner;
  - Smoking in a prohibited area;
  - Endangering of one's own safety or that of others by careless or irresponsible actions or negligence;
  - Failure to immediately report an on-the-job injury, vehicle accident, or unsafe working condition;
  - Failure of a supervisor to remove from the workplace or to assist to a safe location an employee whose mental capabilities are impaired due to injury, illness, alcohol or drug use, or emotional distress; or
  - Failure to maintain an insurable driving record acceptable to the Town.
7. Dishonesty is exemplified by, but is not limited to, the following violations:
- Acceptance of money or anything of value from a person subject to the regulatory decision or supervision of the employees;
  - Failing to be honest and truthful to supervisors when questioned;
  - Cheating, forging, or falsification of official Town reports or records;
  - False reporting of the reason for an absence, paid or unpaid; or
  - Other falsifying action detrimental to the Town, Town employees, or others.
8. Theft, regardless of item value, is exemplified by, but is not limited to, the following violations:
- Unauthorized taking of Town property, Town supplies or the property of others;
  - Unauthorized use of Town or employee funds;
  - Using or authorizing the use of Town equipment, supplies, or employee services for other than official Town business, including the unauthorized use of long distance or pay telephone services (including "900" toll calls); or
  - Using or authorizing the use of Town equipment or employee services without proper authority.
9. Abuse of drugs or alcohol is exemplified by, but is not limited to, the following violations:
- The manufacture, distribution, dispensing, possession, sale, purchase or consumption of drugs or alcohol during working hours, meal period, in a Town vehicle or at any time while the employee is on Town property;
  - Entering Town property or reporting to work unable to perform duties in an effective and safe manner due to the ingestion, inhalation or injection of a drug or ingestion and/or consumption of an alcoholic beverage;
  - Employees may use legally prescribed drugs or over the counter medicines but must not use any drugs or medicines that impair his/her ability to perform the essential functions of his/her job safely and satisfactorily. Employees shall report to HR when an employee takes any medication that might impair their ability to perform the essential functions of his/her job;
  - Criminal acts involving the use of illegal drugs or alcohol while off-duty are grounds for termination.
10. Disturbance is exemplified by, but is not limited to, the following violations:
- Fighting or boisterous conduct;
  - Deliberate causing physical injury to another employee or citizen;

- Use of profane, abusive, threatening, or loud and boisterous language;
  - Harassment, as defined by the Texas Penal Code, or intimidation;
  - Unlawful harassment, violation of inappropriate conduct or equal employment opportunity policies;
  - Spreading of false reports; or
  - Other disruption of the harmonious relations among employees or between employees and the public.
11. Abuse of Town property is exemplified by, but is not limited to, the following violations:
    - Intentional, careless, or negligent damage or destruction of Town equipment or property;
    - Waste of materials or negligent loss of tools or materials;
    - Improper maintenance of equipment; or
    - Damage caused by use of tools or equipment for purposes other than that for which the tool or equipment was intended.
  12. Misconduct is any criminal offense or immoral conduct, during or off working hours, which, on becoming public knowledge, could have an adverse effect on the Town or the confidence of the public in Town government. "Criminal offense" means any act constituting a violation of law and/or resulting in charges being filed, arrest, or confinement.
  13. Violation of the Town's Inappropriate Conduct and Prohibited Harassment policy.
  14. An employee shall maintain high standards of moral conduct in his personal affairs and shall not be a participant in any incident which tends to or does impair his ability to perform as a Town employee or cause the Town to be brought into disrepute.
  15. An employee shall notify his/her immediate supervisor of all traffic violations, arrest and/or convictions within twenty-four hours of any offense.
  16. Except for sworn peace officers and those named in Judge's Standing Order No. 15, no employee of the Town shall carry a handgun or any other firearm into any Town building or portion of a building, or any Town vehicle.
  17. Engaging in conflicts of interest could compromise the appearance of professionalism and impartiality necessary to public service. Examples of prohibited conduct that could constitute an improper conflict of interest are:
    - No employee shall accept any gift, or favor from any citizen, person, firm, group or corporation that does business with the Town or that might reasonably be expected by the donor to result in favorable or special treatment in the performance of the employee's official duties.
    - No employee shall use his/her official position to secure or grant benefits, privileges, or special consideration to himself/herself or others beyond that which is available to every other citizen, person, firm, group, or corporation.
    - No employee shall transact any business on behalf of the Town in his/her official capacity with any business entity with which he/she is an officer, agent, or member, or in which he/she owns directly or indirectly an interest.

- No employee shall accept other employment or engage in outside activities incompatible with the full and proper discharge of his/her duties and responsibilities with the Town, or which might impair his/her independent judgment in the performance of his/her public duty.
- No employee shall receive any fee or compensation for his/her services as an officer or employee of the Town from any source other than the Town, except as may otherwise be provided by law. This shall not prohibit his/her performing the same type of other services for a private organization that he/she performs for the Town if there is no conflict with his/her Town duties and responsibilities.

### **Section 5.3** **Types of Disciplinary Action**

In making a decision as to what discipline should be recommended, the supervisor should consider such factors as the type and severity of the offense or offenses, the employee's work record, and any mitigating circumstances which may be relative to the situation.

The following disciplinary actions are not exclusive and may be initiated against an employee for violations of these Policies and/or Town or departmental rules and regulations:

#### **Verbal Counseling**

Verbal counseling is best suited for a minor rule infraction or incident of substandard performance. Verbal counseling should identify violations and indicate areas needing improvement. A written record of this warning shall be maintained in the employee's personnel file.

#### **Written Reprimand**

A written reprimand is a formal warning of an infraction that may result in suspension, demotion, or termination should the violation recur. Both the supervisor and the employee should sign the written reprimand. Included in the written reprimand should be a statement of what changes in behavior are expected, when the next evaluation will be held and what penalty will be imposed if no changes are made by the employee. Copies of the written reprimand and all supporting documentation, if any, will become part of the employee's personnel file. The employee shall be given the opportunity to respond in written form to the written reprimand.

#### **Suspension**

A suspension is to bring about a change in behavior and results in time off without pay. The employee should be encouraged to reflect on his/her behavior during the suspension and to decide whether he/she wishes to correct the offending behavior or terminate his/her employment.

A Department Head may suspend an employee without pay for a period of not less than one (1) hour nor more than ten (10) working days. Prior to suspending an employee, a Department Head shall confer with the Town Manager.

Suspension for more than ten(10) working days requires the written approval of the Town Manager. A suspension becomes a permanent part of the employee's personnel file.

#### **Demotion**

A Department Head may demote an employee for a disregard or violation of these Policies



and/or any Town or departmental rule or regulation, or for repeated refusal or inability to improve performance. Prior to demoting an employee, a Department Head shall confer with the Town Manager regarding the proposed demotion. Demotions may be either permanent or for a predetermined specified period of time and shall result in a reduction of salary. The demotion becomes a permanent part of the employee's personnel file.

### **Termination**

An employee may be dismissed from employment at any time for any reason. The Town Manager must ratify any termination of an employee. The ratification will take place as soon as possible. An employee is not entitled to progressive discipline. For example, the Town is not required to provide an employee with verbal counseling or a written reprimand before suspending, demoting, or terminating the employee.

### **Section 5.4** **Disciplinary Procedures**

Any disciplinary action, with the exception of oral reprimand/employee counseling, shall be presented in written form to the employee and the Town Manager specifying:

- The type of disciplinary action taken, i.e., written reprimands, suspension, or demotion;
- The specific rule violated;
- The specific incident, including date(s), if applicable, causing the action;
- A written or verbal response from employee regarding the allegations against him/her;
- The employee's right to appeal to a specific office within a specified time; and
- The finality of the action if the employee fails to appeal within the specified time.
- 

### **Section 5.5** **Appeals of Disciplinary Action**

An employee may appeal the following disciplinary actions to the Department Head if the discipline was imposed by a supervisor of lesser rank than the Department Head: a) Verbal Counseling b) Written reprimands. The decision of the Department Head will be final and non-appealable.

If the Department Head makes the initial decision, no appeal is available.

The Town Manager has the authority to appoint, suspend or terminate any Town employee except for the Police Chief. (Ord. 1.05.074)

The following actions may be appealed to the Town Manager: suspension, demotion and terminations. The appeal must be submitted to the Town Manager.

In order to appeal disciplinary actions, an employee must submit a written request for an appeal within three (3) business days, to the Town Manager. The decision of the Town Manager is final and no further appeal is available.

The appeal of disciplinary action will be an informal process wherein an employee will be given an opportunity to inform the Town Manager the action was not appropriate. The hearing will be confined to consideration of the reasons for the disciplinary action. If the reasons for the action have not yet been reduced to writing, they will be presented to the employee at least three (3) days prior to the hearing. The sole purpose of the hearing is to allow the employee an opportunity to respond to allegations of misconduct. It is not a formal evidentiary hearing.

Any appeal decision is final and non-appealable.

The procedures as set forth herein are intended to be used as guidelines only and are not to be interpreted as giving any employee substantive or procedural due process. All employees serve the Town on an at will basis. These guidelines do not alter the at-will relationship between the Town and any employee.

### **Section 5.6** **Grievance Procedures**

**Definition of Grievance.** Employee complaints of inconsistent treatment, interpretation and/or application of Town or departmental policies, procedures, or practices; and retaliation.

Any employee wishing to submit a complaint or grievance must first discuss the grievance with the employee's Department Head.

If the matter is not resolved to the employee's satisfaction, the employee may take the grievance to the employee's Department Head. The employee must submit the grievance in writing on or within seven (7) calendar days after receiving the Department Head's response.

An employee failing to gain satisfaction after conferring with the employee's Department Head may present the grievance to the Town Manager within three (3) business days of receipt of the Department Head's decision. The Town Manager's decision is final.

If an employee is complaining about the Police Chief or Town Manager, the employee must submit his/her grievance to the Town Council within three business days for its consideration.

If the Police Chief or Town Manager have a complaint, either may submit their grievance to the Council for its consideration within three business days of the desire to have the grievance considered by the Town Council.

## **CHAPTER 6 PERSONNEL RECORDS**

### **Section 6.1**

#### **Personnel Files and Records**

The Town of Hickory Creek will request, use and retain only that personal information about employees that is required for business or legal reasons. The confidentiality of all personal information in Town records and files will be protected, preserved, and maintained for all Town employees in compliance with State and Federal laws.

Employees have access to personal information in his/her personnel files and will have the right to correct inaccurate information or express, in writing, disagreement with the accuracy of information maintained.

## **CHAPTER 7 SAFETY**

### **Section 7.1** **Safe Working Conditions**

It is the policy of the Town to make every effort to provide a healthy and safe working conditions for all its employees.

1. Employees will follow all established safety regulations and use all safety equipment provided by each department.
2. Each department head is responsible for reviewing all work procedures and enforcing all necessary safety rules and providing any safety equipment necessary to provide a safe working environment.
3. Employees shall immediately report any accidents or injuries occurring on the job to their supervisor. The supervisor shall take all necessary action to ensure safe transportation and/or treatment of the injured. The supervisor shall then notify the Town Manager's Office of the incident and shall file a written accident report with the Administration Department.
4. Employees shall not be compelled by orders of a supervisor to commit acts that are unlawful or pose unusual and unnecessary risk to the health or life of the employee.

Safety is important to the Town and to you. Failure to follow safety rules is grounds for discipline up to and including termination.

### **Section 7.2** **Driving Record Checks**

An employee required to drive a Town vehicle or personal vehicle as a regular part of their job will have their driving record reviewed from time-to-time. In addition, any and all traffic accidents, moving violations, convictions (including probated sentences), and/or license suspensions, whether occurring on or off the job, must be reported to your immediate supervisor within twenty-four hours of occurrence and the supervisor must immediately report it to the Department Head and/or the Town Manager. In order to ensure the safety of all employees and the public, employees may be forbidden to operate street vehicles based on a case-by-case review of driving records. If driving is an essential function of the job, this may result in termination.

An employee charged with, but not convicted of, any major moving violations including D.W.I. or D.U.I., may be removed from driving pending the resolution of the alleged violation or terminated if the circumstances warrant. If the employee is not lawfully authorized to drive and driving is an essential job function, the employee may be terminated.

## **CHAPTER 8 COMPENSATION**

### **Section 8.1** **Pay Days**

The pay period for the Town of Hickory Creek is Bi-Weekly. Checks are issued the Thursday following the two-week pay period ending on the previous Sunday.

If the payday falls on a holiday, checks will be issued on the last working day preceding the holiday.

### **Section 8.2** **Overtime Pay**

The Fair Labor Standards Act defines “exempt” employees. Exempt employees are paid to do a job and are not required to be compensated for overtime.

Exempt employees usually work in excess of forty hours per week. Due to the nature of exempt work, exempt employees may work irregular, incidental, casual or discretionary hours beyond their normal work schedule. Such hours are an integral part of the job. Employees whose primary duties are the performance of exempt work (executive, administrative and/or professional) and who are paid on a salary basis and paid in excess of \$684 per week are exempt. The job description should inform employees whether their position is exempt.

PTO leave does not count as “hours worked” for purposes of an employee reaching the overtime threshold.

Nonexempt employees may not work overtime (more than 40 hours per week, except for police officers) without prior approval by their supervisor. Any nonexempt employee who works overtime without prior supervisory approval shall be disciplined, up to and including termination. Police officers are subject to the 7k partial overtime exemption from overtime.

### **Section 8.3** **Longevity Pay**

Regular, full-time employees are eligible to receive longevity pay after six months of service. Longevity pay is calculated from date of hire through the end of the calendar year at the rate of \$6.00 per month. Payment of longevity will be during the last two weeks of November each year. An employee who terminates employment with the Town either voluntarily or involuntarily before December 1 will not be paid the longevity pay for the previous years' service.

### **Section 8.4** **Final Pay Upon Separation**

Upon final separation, an employee shall be paid his or her last paycheck on the next regularly scheduled payday.

## **Section 8.5** **Travel and Subsistence Allowance**

### **Statement of Policy**

When employees of the Town are required to travel on official business, the Town will pay reasonable amounts for transportation, meals, and lodging.

An employee is expected to show good judgment and an appreciation for the economy when incurring travel expenses. Expense limits established by these regulations are limits and not allowances or authorization to spend that much if less would be adequate.

### **General**

Travel expenses must be itemized on a travel expense form, which must be forwarded to the Administrative Department within two working days after returning from a trip. Paid bills for lodging and receipts for air or rail fares are required to be attached to the travel expense form if such expenses have been incurred. The Town shall pay actual registration fees which shall be based upon a copy of the official conference brochure indicating such fees.

### **Meal Allowance**

Expenses for meals shall either be charged to a Town credit card or reimbursed at actual cost as supported by itemized receipts submitted to the Administrative Department within two (2) business days of return from the trip. Meals should be kept to a reasonable amount, not to exceed a total of sixty (\$60) dollars a day for breakfast, lunch and dinner.

### **Transportation**

The Town may purchase tickets in advance for employees traveling by common carrier. All employees shall travel in economy class where such services are available.

Municipal owned vehicles may be used for out-of-town travel. All expenses incurred for operation of such vehicles must be documented by receipts attached to the expense report. Employees who, with authorization from their Department Head, use their personal vehicles for official business will be reimbursed for mileage at the current State of Texas reimbursement rates.

Receipts must be attached to the expense report to claim reimbursement for all transportation costs. If receipts were not available for ferry, bridge, road and parking tolls, and taxicab fares, these items can be itemized with the reason the receipts were not available. Reimbursements for those unreceipted costs will be determined on a case-by-case basis.

### **Lodging**

An employee is expected to make hotel or motel reservations well in advance whenever possible and to take other actions to insure that lodging is secured at moderate rates.

If an employee is to attend a formal, organized meeting or conference, he/she may stay at the hotel where the meeting is to be held unless it is within a 50-mile radius of town hall. The Town, in all cases, will pay no more than the regular single room rate.

## **Non- Allowable Expenses**

Expenses or charges for the following will normally not be reimbursed and must be paid for by the employee:

- In-hotel pay television and movies;
- Dry cleaning and laundry;
- Health club and spas;
- Expenses of a spouse;
  
- Alcoholic beverages;
- Personal long distance telephone calls; and
- Other items of a personal nature.

## **Section 8.6**

### **Attendance and Work Hours**

#### **Regular Work Hours**

Nonexempt employees of the Town, except for Police Department Personnel, normally work 40 hours in a seven-day workweek. Exempt employees may be required to work in excess of 40 hours in certain weeks.

The work week begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday.

The Town has declared a 14-day work period for Police Personnel under the 7K partial overtime exemption. However, the Town agrees to pay nonexempt Police Personnel 1.5 times their regular rate of pay for time actually worked between 80 hours up to 86 hours and in excess of 86 hours in the 14 day work period.

#### **Adjustment to Work Hours**

In order to assure the continuity of Town services, it may be necessary for Department Heads to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the Town includes the employee's acknowledgement that changing shifts or work schedules may be required and indicates that the employee will be available to do such work.

#### **On-Call and Call Back Pay**

On-call status is not considered time worked and is not compensable unless the employee responds to a call back. On-call employees who are called back to the workplace will be paid at their regular rate of pay for actual hours worked or a minimum of one (1) hour, whichever is greater for each call-back within the same 24 hours after their regularly scheduled working hours or on a regular day off. Continuing work on a call-back that extends beyond the 1 hour minimum and into a day off does not entitle the employee to additional premium pay. Travel time to and from a call-back is compensable under this policy. On-call employees who do not return to the workplace but who handle a workplace issue by phone will be paid for actual time spent on the phone.

### **Attendance/Time Records**

Employees are expected to be at their workstations and ready to work at their scheduled start time. Employees are required to accurately record the number of hours worked each day. Employees are required to sign the time sheets and affirm the work time reported is accurate.

### **Attendance and Punctuality**

Regular and reliable in person attendance is an essential job function.

To maintain a safe and productive work environment, the Town expects employees to be reliable and punctual in reporting to work. Absenteeism and tardiness are disruptive and place a burden on the Town and on co-workers.

Either may lead to disciplinary action, up to and including termination of employment.

In most instances, an employee who fails to properly notify the supervisor in advance of an absence or tardiness will be subject to disciplinary action up to and including termination. An employee who fails to notify the Town of an absence of three days or more may be presumed to have voluntarily resigned from employment.

Regular and reliable on time attendance is required. Accordingly, employees with unscheduled and/or unapproved tardies and absences, if more often than infrequent, will face discipline.

Generally, if an employee has two or more tardies within 6 months, he will receive a reprimand; if he has 3 or more tardies within a twelve-month period, he will receive a written reprimand and if he has more than 4 in a 12-month period, he will be suspended and/or terminated.

Generally, if an employee has an unscheduled and unexcused absence, and does not provide a doctor's note, he will generally receive a reprimand. If he has more than one unscheduled and unexcused absence in a 12-month period, he will be suspended without pay. If he has more than 2 unexcused and unscheduled absences within a twelve-month period he will likely be terminated.

## **Section 8.7** **Clocking In & Out for Employees**

The Fair Labor Standards Act (FLSA) requires employers to keep records on wages and hours worked. The Town of Hickory Creek has elected to use an automated timekeeping system to track time worked for employees.

The FLSA requires employers to pay non-exempt employees for all hours worked, so it is important for employees to clock in and clock out appropriately. Employees should clock in from their work site immediately prior to beginning work and clock out from their work site upon finishing work before leaving for the day. Early or late clocking in/out will not be permitted unless the employee is actually working. Employees who clock in or out when not at the work site will be subject to discipline. If an employee fails to clock in at the beginning or end of work, they should contact their supervisor for direction.



## **Rounding**

It is permissible to round the employee's start time and stop time under the FLSA when used in such a manner that it will not result, over a period of time, in the failure to compensate properly for all hours actually worked by non-exempt employees. The Town of Hickory Creek's timekeeping system records time to the nearest quarter of an hour (15 minutes). The Town will ensure that the employees are adequately compensated for all hours worked.

## **Section 8.8** **Breaks**

The Town may allow rest breaks as authorized by an employee's immediate supervisor during the course of each workday to prevent undue fatigue.

## **Meal Periods**

Full-time employees are normally provided a 30-minute meal period near the middle of the workday. Employees may be expected to fulfill work responsibilities during meals. Employees may not extend meal period beyond their assigned period without permission from supervisor.

## **Lactation Break**

Nursing mothers will be provided with reasonable unpaid break time to express breast milk for up to one year after the birth of a child in accordance with applicable law. Employees may use their paid meal period to express breast milk. If an employee needs time beyond the usual meal period time, the employee may use PTO. Employees and supervisors are expected to agree, in advance, upon a schedule and how the time will be counted or made up. A private room will be provided for nursing mothers to use. Employees who have a private office may use it if they prefer.

## **Supervisor Responsibility**

Supervisors are responsible for scheduling the time for employee lactation breaks and should take into consideration the workload and nature of the job performed.

## **CHAPTER 9 BENEFITS**

### **Section 9.1** **Holidays**

The Town of Hickory Creek observes the following days as paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Eve
Independence Day	Christmas Day

Employees shall be paid for official paid Town holidays providing the employee is not on an unpaid leave of absence immediately preceding or following the holiday.

Full-time employees required to work on a holiday will be paid 10 hours for the holiday at their regular rate of pay, in addition to the hours worked. If a holiday and an employee's regularly scheduled day off occur on the same day, the employee will be paid 10 hours for the holiday at the regular rate of pay. The hours a part-time employee is paid for each holiday corresponds to the hours in the employee's normally scheduled shift (i.e., 4 hours of holiday pay on Thanksgiving for an employee who normally works four hours on Thursdays).

If a holiday occurs on a Friday or Saturday, The preceding Thursday shall be observed as the Holiday, If the holiday falls on Sunday, the following Monday shall be observed as the holiday.

A holiday does not count towards compensable hours of work. Stated another way, holiday hours do not count as "hours worked" for purposes of reaching the overtime threshold.

### **Section 9.2** **Paid Time Off**

Paid time off or PTO leave refers to the allocation of time employees can take off work and still be paid regular wages. PTO is the combined accrued paid time off allocation that may be used for vacation time, sick time or personal time. Regular full-time employees accrue PTO leave each pay period as follows:

<b><u>Consecutive Months of Service</u></b>	<b><u>Accrual Rate Based on 26 Pay Periods Per Year</u></b>
0 - 60	5 hours per pay period - 130 hours per year
61 - 120	6 hours per pay period - 156 hours per year
121 - 180	7 hours per pay period - 182 hours per year
181 - 240	8 hours per pay period - 208 hours per year
241 +	9 hours per pay period - 234 hours per year

Beginning April 2025, newly hired employees will accrue 20 hours of leave in their first pay period and will not accrue additional hours until their **fifth** pay period.

PTO is accrued per pay period with a maximum accrual cap of 1½ times the yearly accrual rate. Employees do not accrue additional PTO until the PTO balance is reduced below his/her maximum accrual cap.

For employees already employed as of October 1, 2023, all accrued and unused vacation leave and sick leave will be converted to PTO at a 1:1 ratio.

Employees with a PTO balance greater than their maximum accrual cap due to the PTO conversion effective October 1, 2023 will be allowed to utilize the accrued hours but will not accrue additional PTO until the PTO balance is reduced to their maximum accrual cap.

PTO shall be granted in one (1) hour increments, up to a maximum of two (2) weeks consecutively unless prior approval from the Town Manager has been granted.

If you are eligible for PTO, you must submit a request in advance of your requested time off to obtain approval from your supervisor.

PTO does not count towards compensable hours of work. Stated another way, PTO hours do not count as "hours worked" for purposes of reaching the overtime threshold.

Upon separation, an employee shall be paid for their accrued leave, up to a maximum of 1 ½ times the employee's current annual accrual rate.

### **Section 9.3** **Bereavement Leave**

Bereavement leave with pay for a period not to exceed three days per occurrence will be given to any regular, full-time employee in case of death in the immediate family. "Immediate family members" are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

If there is a death in the family, the employee should request leave in advance or as soon as possible to his/her immediate supervisor. The supervisor should obtain permission for its use through the supervisor's chain of command.

An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation. Paid time off for bereavement leave is not counted as hours worked for purposes of determining overtime.

Employees who wish to attend funerals for other than immediate family must use PTO.

### **Section 9.4** **Jury Duty Leave**

The Town provides paid leave to regular full-time employees required to serve on jury duty requested to testify as a witness by the Town in a Town-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a Town employee (e.g., police, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. In all other cases, employees are required to schedule PTO; otherwise, a nonexempt employee's time off to testify will be considered a leave without pay.

The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., with the leave request, along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate the absence.

An employee who is on jury duty typically must report for work for the remainder of the day upon completion of court or jury service, or request approval for use of PTO.

Any payment for jury duty received by the employee may be retained by the employee.

Jury duty leave is paid at the employee's base rate at the time of leave and does not include overtime or any other special forms of compensation.

### **Section 9.5** **Military Leave**

Employees shall be eligible for paid military leave in accordance with state and federal laws for military duty for a maximum of fifteen (15) days per fiscal year (October -September) . You will be asked to submit a copy of the order, directive, notice, or other document that requires you to report for duty when requesting leave.

### **Section 9.6** **Workers' Compensation**

#### **Eligibility for Workers' Compensation**

Workers' compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring during the course and scope of one's employment. It is not designed to cover ordinary diseases of life. All employees and volunteers of the Town are covered by workers' compensation insurance.

An employee injured on the job may be eligible for workers' compensation benefits, which may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, to include possible partial salary continuation.

Injuries not directly related to or caused by a specific accident or incident that occurred in the performance of the employee's job duties for the Town, injuries occurring while an employee or volunteer is working or volunteering for an employer or organization other than the Town, and/or injuries occurring during self-employment, are not covered under the Town's workers' compensation plan.

#### **Accident and Injury Reporting Procedures**

1. **Medical Attention.** When an employee is injured on the job, the Town's first priority is to ensure that the employee gets timely medical attention. The employee must immediately report the circumstances of the accident and/or injury to the supervisor who will direct the employee to seek medical treatment, if necessary, from the Approved Doctor List (ADL), as provided by the Texas Department of Insurance.
2. **Reporting and Documentation.** The employee's supervisor is responsible for notifying the Town Manager immediately upon being made aware of an employee's involvement in an accident or injury. This timely notification is critical.

The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred. The supervisor must submit the Town's Accident Report, First Report of Injury or Illness and any other related information to the Town Administration no later than the next business day after the injury was reported or no later than 9 a.m. on Monday for injuries occurring over the weekend. If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise the Town Administration of these circumstances.

The decision of whether or not an injury will be covered by workers' compensation will be made by the Worker's Compensation Carrier and not by the Town.

If the employee's treating physician recommends convalescence at home, the employee is required to contact the supervisor each day during the time away from work and to report to the Town Administration each Friday. For every doctor's office visit, the employee is required to obtain from his doctor a completed Work Status Report, which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment.

It is the employee's responsibility to ensure that a copy of the Work Status Report is forwarded to the Town Manager and to the supervisor. Failure to report to the Town Manager as required may result in disciplinary action, up to and including termination of employment.

### **Returning to Work**

The employee is to return to work immediately after treatment unless the employee's physician will permit neither regular duty nor modified duty. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. The Town does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including an assignment in another department.

All modified duty assignments must be approved by the Town Manager to ensure compliance with the Town's policies, the physician's restrictions/release and with the Americans with Disabilities Act (ADA,) the Americans with Disabilities Act as Amended (ADAAA).

### **Maximum Time Limits**

Subject to other restrictions, limitations and earlier terminations as applicable in particular circumstances, the Town will hold open an employee's position following an injury that occurred while performing official job duties or conducting Town business, for a reasonable time period if holding the position does not result in undue hardship on the Town, generally not to exceed six months.

The Town Manager will engage in discussions of any reasonable accommodations that may assist the employee in performing the essential functions of the job. At the end of the reasonable period of time, should the employee still be unable for any reason to perform the essential duties of the job, with or without accommodation, the employee's position may be filled and the employee may be considered for a vacant position for which the employee is qualified and released from the physician to perform.

If no vacant position is available for which the employee is qualified, if not selected to fill the vacant position or if the employee declines to accept another position, employment with the Town will be terminated.

Only regular full-time employees are eligible for paid Injury Leave. The Town will pay the difference between what is paid by Worker's Compensation and your regular pay for two weeks/80 hours following the work-related injury.

All regular full-time employees, while on Injury Leave, shall continue to earn PTO at the regular rate, but shall be required to return to work after the approval and release of the attending physician.

### **Section 9.7** **Unpaid Leave of Absence**

If you are a regular, full-time employee, you may request an unpaid leave of absence by submitting a written request to your Department Head.

You may be given an unpaid leave of absence for illness or inability to work or any other legitimate purpose approved by the Department Head. Unpaid leaves of absence may be approved only after PTO has been exhausted.

The Department Head may approve an unpaid leave of absence of up to two (2) weeks in duration.

The Town Manager and the Department Head must approve an unpaid leave of absence beyond two weeks.

During an approved unpaid leave of absence, the Town will continue to pay its usual contributions toward your benefits; however, you will still be responsible for paying any benefit premiums that would normally be deducted from your paycheck. Please make arrangements with Administration for paying these premiums prior to your leave.

### **Section 9.8** **Group Medical Plan**

The Town makes comprehensive group medical coverage available to every regular full-time employee and pays the premium toward such single coverage for as long as an employee is eligible and enrolled. Newly hired employees should enroll themselves and their eligible dependents (if desired) for medical coverage within 30 days of hire. Once enrolled, an employee and his/her dependents are covered effective the first of the month after the employee's date of employment.

If you enroll for medical coverage and also elect coverage for your dependents, you will be responsible for paying ½ of the premium for the dependent coverage. The premium for dependent coverage will be deducted from your paycheck.

Specific and complete details of the Town's medical plan are available in plan booklets supplied to you by Administration.

## **Section 9.9** **Group Life Insurance**

Group life insurance coverage, including accidental death and dismemberment coverage, is provided to all regular, full-time employees. The Town pays the full premiums for the employee. For further information, refer to the Group Life Insurance Policy.

## **Section 9.10** **Short Term Disability**

Short term disability coverage is provided to all regular, full-time employees. The Town pays the full premiums for the employee. For further information, refer to the Short-Term Disability policy.

## **Section 9.11** **Long Term Disability**

Long term disability coverage is provided to all regular, full-time employees. The Town pays the full premiums for the employee. For further information, refer to the Long-Term Disability policy.

## **Section 9.12** **Dental Insurance**

Dental insurance is available to regular full-time employees and their dependents, if desired. The Town pays the premium for single coverage. Premiums for dependent coverage will be deducted from your paycheck.

Specific and complete details of the Town's dental plan are available in plan booklets supplied to you by Administration.

## **Section 9.13** **Workers' Compensation Coverage**

If you are injured as a direct result of the duties performed in the course of your employment with the Town, you may be eligible to receive Workers' Compensation benefits under the Workers' Compensation Insurance plan. Such a plan is required under state law and covers the cost of hospitalization, physician fees, drugs, treatment, and other related expenses. See Section 9.8.

## **Section 9.14** **Texas Municipal Retirement System**

The Town of Hickory Creek is a member of the Texas Municipal Retirement System (TMRS). Participation in the system is mandatory for all regular, full-time employees. There is no maximum age for participation in TMRS. Employees contribute 7% of their gross income, which is not taxable until withdrawn. The Town contributes the required amount to your retirement account.

The purpose of the retirement system is to provide adequate and dependable retirement benefits for employees retiring from Texas Municipalities. Each member Town chooses from various TMRS options to tailor its retirement plan to meet local needs and circumstances. Policy Manuals detailing this plan are available at [www.TMRS.com](http://www.TMRS.com).

### **Section 9.15** **Social Security**

The Town of Hickory Creek does not participate in Social Security (unless you are a part-time or seasonal employee). If you retire under both Social Security and a local government retirement plan such as TMRS, with a Town that does not participate in Social Security, your Social Security benefit may be lowered or offset. For more information, contact your local Social Security office.

### **Section 9.16** **Medicare**

Employees hired after April 1, 1986 are required to make a contribution toward Medicare equal to 1.45% of gross pay. The Town matches the employee's contribution with an amount equal to the employee's contribution.

### **Section 9.17** **Continuation of Group Medical Benefits**

In accordance with the Consolidation Omnibus Budget Reconciliation Act (COBRA), provides that all employees are eligible to continue their group insurance for a maximum of eighteen (18) months when employment is terminated due to resignation, retirement, reduction in employees, reduction of work hours, or dismissal for reasons other than gross misconduct. The law also entitles dependents of a covered employee to continue their group insurance coverage for a maximum of eighteen (18) months upon the separation of a covered employee or a reduction in such employee's hours of employment; and up to thirty-six (36) months upon the death of a covered employee, divorce or legal separation, when dependent children are no longer "eligible dependent" under the definition in the policy, or when the employee becomes Medicare eligible. The employee or dependent must request continuation of coverage and must pay the full cost of coverage.

### **Section 9.18** **Inclement Weather and Emergency Conditions**

The Town will make every effort to maintain normal working hours through inclement weather. Except for extraordinary circumstances, Town offices DO NOT CLOSE. All Town employees, whether exempt or nonexempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

1. **Employee.** If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify the immediate supervisor and/or Department Head and make arrangements to report to work if weather conditions improve. If conditions do not improve, PTO or leave without pay will be utilized.
2. **Department Head.** The Department Head is responsible for seeing that Town services are staffed while Town offices are open for business during inclement weather or emergency conditions. Any Town service that cannot be provided during inclement weather or other emergency conditions must be immediately reported to the Town Manager.



3. **Town Manager.** When weather or other conditions are such that the Town Manager or designee declares certain Town offices/departments officially closed, all affected personnel, i.e., those non-essential employees who were scheduled to work during the time of closure, will be paid for their scheduled hours when the office/department is closed. On days when the weather worsens as the day progresses, the Town may decide to close early. In such cases, a decision and announcement will be made by the Town Manager or designee at the appropriate time. Employees will be paid for time worked and the remainder of their scheduled day.
4. **Essential Personnel.** Essential personnel must report to work even when other Town offices/departments are officially closed due to weather or other type of extraordinary circumstances. Essential personnel required to be on the job as scheduled or directed regardless of adverse weather or other conditions are designated by the Department Head and/or the Town Manager. Nonexempt essential personnel shall receive 1.5 times their regular rate of pay for actual hours worked when the Town is closed due to inclement weather or emergency conditions. Essential personnel who fail to report to work as scheduled or directed may be subject to disciplinary action up to and including termination of employment.

### **Section 9.19** **Quarantine Leave**

In accordance with Local Government Code 180.008, this paid quarantine leave policy applies to peace officers who are employed or appointed by the Town and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

#### **Definitions:**

- (1) "Health authority" means a physician appointed by the county health department to administer state and local laws relating to public health within the Town's jurisdiction.
- (2) "Paid quarantine leave" means: (1) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the Town; and (2) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.
- (3) "Peace officer" means police officers licensed by the Texas Commission on Law Enforcement and employed by the Town.

#### **Quarantine Leave:**

A Town of Hickory Creek peace officer who is ordered to quarantine or isolate by the person's supervisor or the county's health authority due to a possible or known exposure to a communicable disease while on duty is entitled to receive paid quarantine leave for the duration of the leave.

#### **No Reduction in Compensation and Benefits**

The Town will not reduce a peace officer's paid time off leave balance, holiday leave balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with this policy.

## EMPLOYEE ACKNOWLEDGMENT FORM

The employee personnel manual describes important information about the Town of Hickory Creek, and I understand that I should consult the Administration Department regarding any questions. I acknowledge that there is no specified duration of employment and employment is at-will. Accordingly, either I and/or the Town of Hickory Creek may terminate employment with or without cause at any time.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions may occur, except to the Town's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this manual is not a contract of employment. I have received the manual, and I understand that it is my responsibility to read and comply with the policies contained therein and any revisions made to it. I also understand that it is my responsibility to keep this manual updated with future official notices relative to revised information and shall return this manual to the personnel department upon termination of my employment with the Town of Hickory Creek.

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Employee's Signature

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Date

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Employee's Name (Typed or Printed)