



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, MARCH 27, 2023, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Proclamations

1. 2023 Child Abuse Prevention Month

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 salutory 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.

2. February 2023 Council Meeting Minutes

- [3.](#) February 2023 Financial Statements
- [4.](#) Consider and act on the 2023 Founders Classical Academy Hickory Creek Scholar of the Year.
- [5.](#) Consider and act on the 2023 LDISD Hickory Creek Female Athlete of the Year.
- [6.](#) Consider and act on the 2023 LDISD Hickory Creek Male Athlete of the Year.
- [7.](#) Consider and act on the 2023 LDISD Hickory Creek Scholar of the Year.

Regular Agenda

8. Conduct the first public hearing regarding an ordinance of the Town of Hickory Creek, Texas, continuing the juvenile curfew for minors under 17 years of age.
9. Conduct the second public hearing regarding an ordinance of the Town of Hickory Creek, Texas, continuing the juvenile curfew for minors under 17 years of age.
- [10.](#) Consider and act on an ordinance of the Town of Hickory Creek, Texas continuing the juvenile curfew for minors under 17 years of age adopted by Ordinance No. 2008-02-309 prohibiting appearance in public between the hours of 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday or Town Holiday within the town limits of Hickory Creek.
- [11.](#) Consider and act on a final plat for the Reserve at Hickory Creek, Block A, Lots 1-20, 21X; Block B, Lots 1-15, 16X; Block C, Lots 1-12, 13X; Block D, Lots 1-12, 13X; Block E, Lots 1-12, 13X; Block F, Lots 1-14, 15X; Block G, Lots 1-12, 13X; Block H, Lots 1-12, 13X; Block I, Lots 1-12, 13X; Block J, Lots 1-12, 13X; Block K, Lots 1-12, 13X; Block L, Lot 1X; Block M, Lots 1-20, 21X; Block N, Lots 1-20, 21X; Block O, Lots 1-20, 21X; Block P, Lots 1-20, 21X; Block Q, Lot 1X: 18.8530 acres, 225 residential lots, 17 open space lots, situated in the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.
12. Consider and act on allocating funds for gateway monument sign on Turbeville Road.
13. Consider and act on allocating funds to purchase a vehicle for the administration department.
- [14.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Ordinance 2022-08-908; the 2022-2023 budget as adopted.
- [15.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement for professional services concerning Denton County TRIP22 Road Bond Projects by and between the Town of Hickory Creek and Half Associates, Inc.
- [16.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, approving the Denton County Hazard Mitigation Plan.

17. Consider and act on the 2022 Business of the Year.
18. Consider and act on the 2022 Citizen of the Year.
19. Receive an update from Mayor Clark concerning meetings held with state legislators during Denton County Days in Austin, Texas and discuss the same.
20. Receive update from Chief Dunn concerning police department activity since the February council meeting and discuss same.

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 23, 2023 at 3:30 p.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

WHEREAS, there were 589 children affected by abuse and neglect served by *CASA of Denton County in 2022*; and

WHEREAS, more than 240 volunteers from Denton County work with the organization annually by giving their time to ensure safety for our community's children; and

WHEREAS, Our youngest citizens need and deserve to be surrounded by love and positive relationships, while being given guidance and protection.

NOW, THEREFORE, I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim April 2023 as "Child Abuse Prevention Month" in the Town of Hickory Creek and commend the work of CASA of Denton County volunteers in advocating for children during this difficult time in their lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 27th day of March, 2023.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, FEBRUARY 06, 2023**

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
Councilmember Randy Gibbons
Councilmember Richard DuPree
Councilmember Chris Gordon
Councilmember Ian Theodore

The following member was absent:

Mayor Pro Tem Paul Kenney

Also in attendance:

John M. Smith, Jr., Town Administrator
Kristi K. Rogers, Town Secretary
Carey Dunn, Chief of Police
Trey Sargent, Town Attorney

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

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

Invocation

Councilmember Gibbons gave the invocation.

Presentation of Awards

1. Salvation Army Mayors Red Kettle Challenge

Mary Freeman, Director of Community Relations, Collin & Denton Counties and Captain Whitney Houston of the Salvation Army, presented Mayor Clark with a Certificate of Appreciation for First Place in the 2022 Denton Area Mayors Red Kettle Challenge.

2. John Anderson

Mayor Clark presented a plaque of appreciation to John Anderson for completion of his Eagle Scout project.

Items of Community Interest

Thanks to the Mayor and Town Staff for the informative and timely communication provided during the inclement weather last week.

Condolences to the family of Jenson Schultz, who passed away on January 31, 2023. The family requested the following first responders be recognized for their heroic efforts; Brian Bellows, John Boyer, Justin Caffey and Patrick Walsh.

Thanks to Alyssa Benner and Hannah Breaux, Town of Hickory Creek Animal Control Officers, for their efforts adopting animals when the shelter was at capacity. Hickory Creek Animal Services will work with the City of Denton Animal Services through the Partnership in Pets program.

Public Comment

There were no speakers for public comment.

Consent Agenda

3. December 2022 Council Meeting Minutes
4. December 2022 Financial Statements
5. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas ordering an election to be held on May 6, 2023, for the purpose of electing Town Council Members to Place 1, Place 3 and Place 5.
6. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas amending Chapter 1 Animal Control, Article 2.02 Enforcement and Article 2.05 Rabies Control; providing for incorporation of premises; providing findings; providing for amendment to the code of ordinances; providing a cumulative repealer clause; providing for savings; providing for severability; providing for penalty; providing for publication; providing for engrossment and enrollment.
7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning use of Denton County Police Communication Network.
8. Consider and act on a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning issuance of a license to use the Town's boat ramp and dock to MDM, Inc.
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 Shred America, LLC. for document shredding services.
10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and MDM, Inc. for a license to use the Town's boat ramp and dock.

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11. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement for communications services by and between the Town of Hickory Creek and Teletrac Navman.
12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement for professional services concerning an MS4 Annual Report by and between the Town of Hickory Creek and Halff Associates, Inc.
13. Consider and act on an appointment to the Code of Ethics Board.

Motion made by Councilmember Dupree, to approve consent agenda items 3-13 as presented, Seconded by Councilmember Theodore.

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

Regular Agenda

14. Presentation of the 2021-2022 Fiscal Year Audit from Carl Deaton of Hankins, Eastup, Deaton, Tonn & Seay.

Carl Deaton of Hankins, Eastup, Deaton, Tonn & Seay presented the audited financial statements for the fiscal year ending September 30, 2022. The assets and deferred outflows of resources of the Town of Hickory Creek exceeded its liabilities on September 30, 2022 by \$18,278,264. Of this amount \$6,501,816 may be used to meet the government's ongoing obligations to citizens and creditors. The Town's total net position increased by \$1,792,957 during the fiscal year from the results of current year operations. As of September 30, 2022, the Town of Hickory Creek's governmental funds reported combined ending fund balance of \$10,708,279, an increase of \$519,915 in comparison with the beginning of the period. Approximately 56 percent of this total amount, \$6,054,388 is available for spending at the government's discretion. At the end of the current period, unassigned fund balance for the general fund was \$6,054,388 or 113.97 percent of total general fund expenditures. The audit is required to include the activity of the Economic Development Corporation, Public Improvement District No. 1, Public Improvement District No. 2 and Hickory Farms Public Improvement District. The EDC total fund balance was \$2,545,414. The Public Improvement District No. 1 total fund balance was \$271,415. The Public Improvement District No. 2 total fund balance was \$483,104. Hickory Farms Public Improvement District total fund balance was \$356,326.

15. Consider and act on a final plat of Alpha-Omega Hickory Creek Addition, Lot 1, Block A, 2.895 acres, 8560 S. Stemmons Freeway, situated in the Susan McCarroll Survey, Abstract No. 958, Town of Hickory Creek, Denton County, Texas.

Chris Morphew, owner of Reliant Construction, representing Alpha-Omega answered questions from the town council.

Motion made by Councilmember Gordon to approve a final plat of Alpha-Omega Hickory Creek Addition, Lot 1, Block A, 2.895 acres, 8560 S. Stemmons Freeway, situated in the Susan McCarroll Survey, Abstract No. 958, Town of Hickory Creek, Denton County, Texas, Seconded by Councilmember Theodore.

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

16. Consider and act on a site and landscape plan for Alpha-Omega Hickory Creek Addition, Lot 1, Block A, 2.895 acres, 8560 S. Stemmons Freeway, situated in the Susan McCarroll Survey, Abstract No. 958, Town of Hickory Creek, Denton County, Texas.

Motion made by Councilmember Theodore to approve the site and landscape plan for Alpha-Omega Hickory Creek Addition, Lot 1, Block A, 2.895 acres, 8560 S. Stemmons Freeway, situated in the Susan McCarroll Survey, Abstract No. 958, Town of Hickory Creek, Denton County, Texas, Seconded by Councilmember Gibbons.

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

17. Consider and act on a final plat for The Olana at Hickory Creek, Lot 1, Block 1: being 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

No action taken.

18. Consider and act on a site and landscape plan for The Olana at Hickory Creek, Lot 1, Block 1: being 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

No action taken.

19. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement for professional services concerning Denton County TRIP22 road bond projects by and between the Town of Hickory Creek and Halff Associates, Inc.

Lee Williams and Kevin Gronwaldt, Halff Associates, provided an overview of the road bond projects including scope, schedule, fees and answered questions from the town council.

Motion made by Councilmember Gordon to approve a resolution of the Town Council to execute an agreement for professional services concerning Denton County TRIP22 road bond projects by and between the Town of Hickory Creek and Halff Associates, Inc. and provide a supplemental schedule to be authorized at the February 27th with liquidated damage detail and add the ability to remove the Carlisle portion as needed along with reduction of fees, Seconded by Councilmember Theodore.

Motion made by Councilmember Theodore to amend the motion, removing the language to provide a supplemental schedule to be authorized at the February 27th meeting with liquidated damage detail, Seconded by Councilmember Gibbons.

Voting Yea on the amendment to the motion: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. The Amendment to the Motion passed unanimously.

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Voting Yea on the original motion as amended: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

20. Consider and act on repairing or replacing patrol boat.

Motion made by Councilmember Theodore to repair the patrol boat in an amount not to exceed \$38,000.00, Seconded by Councilmember Gibbons.

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

21. Consider and act on a provisional amendment to the Town of Hickory Creek Personnel Policy Manual; Section 9.20: Inclement Weather.

Motion made by Councilmember Gibbons to suspend Section 9:20 from January 30, 2023 to February 2, 2023 and grant three personal days to be used by September 30, 2023, Seconded by Councilmember Theodore.

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

Mayor Clark called for a recess at 8:22 p.m.

Mayor Clark called the meeting back to order after the recess at 8:30 p.m.

22. Discussion regarding emergency preparedness.

Discussions regarding the impact of the recent inclement weather were held. Details regarding communications with Denton County Judge Any Eads, Eric Hutmacher, Director of Denton County Emergency Management, town staff and others throughout the inclement weather were provided. Social media updates were provided daily. Public Works sanded the roadways and the Police Department remained fully staffed.

23. Discussion regarding an online platform to purchase Hickory Creek Branded Merchandise.

Discussion was held regarding an online platform to purchase Hickory Creek Branded Merchandise.

24. Receive update from Chief Dunn concerning police department activity since the November council meeting and discuss same.

Chief Dunn and Mayor Clark attended the annual Denton County Mayors Crime Prevention Luncheon; topics discussed included recruitment/retention of law enforcement officers, homelessness, and mental health issues. The department has participated in several school activities including Career Day, "Books with Bear" and Senior Thesis Night. Chief Dunn provided statistics regarding motor vehicle accidents on Interstate 35E.

25. Receive update from Town Council board liaisons regarding activity of boards and commissions since the November 2022 council meeting and discuss same.

Parks and Recreation will meet on February 13, 2023. Updates on Sycamore Bend Road Construction and Town Hall Park will be discussed.

Councilmember Theodore and John Smith, Town Administrator have been appointed to serve on the TML Broadband Advisory Committee.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 9:22 p.m. to discuss the following matters.

Section 551.071

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

Section 551.074

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

26. Review of individual employees' performance.

Reconvene into Open Session

The Town Council reconvened into open session at 9:59 p.m.

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

Motion made by Councilmember Gibbons to authorize the town administrator to proceed as directed in executive session, Seconded by Councilmember Theodore.

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

Future Agenda Items

The following item was requested: foster program for Animal Shelter.

Adjournment

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

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

The meeting did then stand adjourned at 10:01 p.m.

Approved:

Attest:

**REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, FEBRUARY 27, 2023**

MINUTES

Call to Order

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

Roll Call

The following members were present:

Mayor Lynn Clark

Councilmember Richard DuPree

Mayor Pro Tem Kenney

Councilmember Chris Gordon

Councilmember Ian Theodore

The following member was absent:

Councilmember Randy Gibbons

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Trey Sargent, Town Attorney

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

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

Invocation

Councilmember Theodore gave the invocation.

Roll Call

1. Ceremonial Oath of Office and Presentation of Badge to Officer Sean Gabriel.

Chief Dunn administered the Oath of Office to Officer Sean Gabriel. His badge was presented to his friend, Corporal Rico, for pinning.

Items of Community Interest

Sycamore Bend Road completion is ahead of schedule. The town staff did an excellent job managing the project. Ribbon cutting will be held in April and the park should open in May.

Mayor Clark, Councilmember Gordon and John Smith, Town Administrator, will attend Denton County Days in Austin, Texas, March 21, 2023 – March 23, 2023, representing the Town in meetings with state legislators.

Public Comment

There were no speakers for public comment.

Consent Agenda

2. January 2023 Financial Statements
3. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek declaring unopposed candidates in the May 6, 2023, general town election; providing for declaration of office; providing for cancellation.
4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for purchase of unimproved property by and between the Town of Hickory Creek and Thousand Hills Church.
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 Pavlov Media, Inc. concerning the use of Town property for development and location of broadband infrastructure.
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 amendment to an agreement for professional services by between the Town of Hickory Creek and Halff Associates, Inc.

Trey Sargent, Town Attorney, stated item 6 should be pulled from the consent agenda for separate discussion.

No action was taken.

7. 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.
8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a master application and fee schedule; and providing an effective date.
9. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an equipment lease agreement by and between the Town of Hickory Creek and NDS Leasing.

Motion made by Councilmember DuPree to approve items 2-5 and 7-9 as presented,
Seconded by Councilmember Theodore.

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

Regular Agenda

10. Consider and act on a site and landscape plan for The Learning Experience, located at 120 Baize Boulevard and legally described as Adams Cliffs, Lot 1, Town of Hickory Creek, Denton County, Texas.

Von Beougher, Principal with McAdams, and Chris Morphew, owner of Reliant Construction, representing the developer, provided an overview of the project and answered questions from the town council. Motion passed unanimously.

Motion made by Councilmember Gordon to approve a site and landscape plan for The Learning Experience, located at 120 Baize Boulevard and legally described as Adams Cliffs, Lot 1, Town of Hickory Creek, Denton County, Texas , Seconded by Mayor Pro Tem Kenney.

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

11. Consider and act on a final plat for the Reserve at Hickory Creek, Block A, Lots 1-20, 21X; Block B, Lots 1-15, 16X; Block C, Lots 1-12, 13X; Block D, Lots 1-12, 13X; Block E, Lots 1-12, 13X; Block F, Lots 1-14, 15X; Block G, Lots 1-12, 13X; Block H, Lots 1-12, 13X; Block I, Lots 1-12, 13X; Block J, Lots 1-12, 13X; Block K, Lots 1-12, 13X; Block L, Lot 1X; Block M, Lots 1-20, 21X; Block N, Lots 1-20, 21X; Block O, Lots 1-20, 21X; Block P, Lots 1-20, 21X; Block Q, Lot 1X: 18.8530 acres, 225 residential lots, 17 open space lots, situated in the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

Motion made by Councilmember Theodore to extend consideration of item 11, Seconded by Councilmember Gordon.

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

12. Consider and act on a site and landscape plan for the Reserve at Hickory Creek, Block A, Lots 1-20, 21X; Block B, Lots 1-15, 16X; Block C, Lots 1-12, 13X; Block D, Lots 1-12, 13X; Block E, Lots 1-12, 13X; Block F, Lots 1-14, 15X; Block G, Lots 1-12, 13X; Block H, Lots 1-12, 13X; Block I, Lots 1-12, 13X; Block J, Lots 1-12, 13X; Block K, Lots 1-12, 13X; Block L, Lot 1X; Block M, Lots 1-20, 21X; Block N, Lots 1-20, 21X; Block O, Lots 1-20, 21X; Block P, Lots 1-20, 21X; Block Q, Lot 1X: 18.8530 acres, 225 residential lots, 17 open space lots, situated in the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

Taylor Stinnett, MarketSpace Capital, representing Reserve at Hickory Creek, LLC, provided an overview of site and landscape plan and answered questions from the Town Council.

Motion made by Mayor Pro Tem Kenney to approve item 12 as presented, Seconded by Councilmember Theodore.

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

13. Consider and act on bids submitted for BID# 2023-01, 2023 Sidewalk Extension.

Motion made by Councilmember Gordon to award BID# 2023-01, 2023 Sidewalk Extension to Quick Set Concrete in an amount to not exceed \$394,158.00, Seconded by Councilmember DuPree.

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

14. Consider and act on a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning issuance of a license to use the Town's boat ramp and dock to WaterToyz, LLC.

Motion made by Councilmember Theodore to approve a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning issuance of a license to use the Town's boat ramp and dock to WaterToyz, LLC, Seconded by Councilmember Gordon.

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

15. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas establishing the Town's legislative agenda and priorities for the 88th Session of the Texas Legislature to include special called sessions and the interim.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas establishing the Town's legislative agenda and priorities for the 88th Session of the Texas Legislature to include special called sessions and the interim, Seconded by Mayor Pro Tem Kenney.

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

16. Consider and act on a resolution of the Town Council of the Town of Hickory Creek hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an amendment to a municipal maintenance agreement by and between the Town of Hickory Creek and TxDOT.

Motion made by Councilmember Theodore to approve a resolution of the Town Council of the Town of Hickory Creek hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an amendment to a municipal maintenance agreement by and between the Town of Hickory Creek and TxDOT, Seconded by Mayor Pro Tem Kenney.

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

17. Consider and act on approval of the Hickory Creek Police Department Annual Racial Profiling Report for 2022.

Motion made by Councilmember DuPree to approve the Hickory Creek Police Department Annual Racial Profiling Report for 2022, Seconded by Councilmember Gordon.

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

18. Consider and act on allocating funds to purchase a vehicle for the police department.

Motion made by Councilmember Gordon to approve the allocation of funds to purchase a vehicle for the police department in an amount not to exceed \$37,000.00, Seconded by Councilmember DuPree.

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

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:08 p.m. to discuss the following matters.

Section 551.071

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

Section 551.087

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

19. Amendment to Chapter 380 Economic Development Agreement with KSW Holding Hickory Creek, L.P.

Reconvene into Open Session

The Town Council reconvened into open session at 7:25 p.m.

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

Motion made by Councilmember Gordon to approve an amendment to the Chapter 380 Economic Development Agreement with KSW Holding, Hickory Creek, L.P. as discussed in executive session, Seconded by Councilmember DuPree.

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

Regular Agenda (Cont'd)

21. Consider and act on a final plat for The Olana at Hickory Creek, Lot 1, Block 1: being 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

Laura Lewis, representing KSW Holding Hickory Creek, LP provided an overview of the final plat and answered questions from the Town Council.

Town of Hickory Creek

February 27, 2023

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Motion made by Councilmember Gordon to approve a final plat for The Olana at Hickory Creek, Lot 1, Block 1: being 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas, Seconded by Councilmember Theodore. Voting Yea: Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

22. Consider and act on a site and landscape plan for The Olana at Hickory Creek, Lot 1, Block 1: being 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

Laura Lewis, representing KSW Holding Hickory Creek, LP provided an overview of the site and landscape plan and answered questions from the Town Council.

Motion made by Mayor Pro Tem Kenney to approve the site and landscape plan for The Olana at Hickory Creek, Lot 1, Block 1: being 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas, Seconded by Councilmember DuPree.

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

Future Agenda Items

The following item was requested: tree mitigation fund allowable uses.

Adjournment

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

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

The meeting did then stand adjourned at 7:41 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek
Balance Sheet
As of February 28, 2023

| | Feb 28, 23 |
|----------------------------------|----------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| BOA - Animal Shelter Fund | 23,777.96 |
| BOA - Drug Forfeiture | 5,153.16 |
| BOA - Drug Seizure | 3,937.80 |
| BOA - General Fund | 1,162,449.01 |
| BOA - Parks and Recreation | 83,002.94 |
| BOA - Payroll | 54,772.74 |
| BOA - Police State Training | 5,187.78 |
| Logic 2020 CO's | 1,094,696.92 |
| Logic Animal Shelter Facility | 9,821.48 |
| Logic Coronavirus Recovery Fund | 719,472.64 |
| Logic Harbor Ln-Sycamore Bend | 82,415.33 |
| Logic Investment Fund | 8,732,444.03 |
| Logic Turbeville Road | 97,284.45 |
| Total Checking/Savings | 12,074,416.24 |
| Accounts Receivable | |
| Municipal Court Payments | 15,465.98 |
| Total Accounts Receivable | 15,465.98 |
| Total Current Assets | 12,089,882.22 |
| TOTAL ASSETS | 12,089,882.22 |
| LIABILITIES & EQUITY | 0.00 |

Town of Hickory Creek

Profit & Loss

February 2023

03/21/23

Accrual Basis

| | <u>Feb 23</u> |
|--|---------------------|
| Ordinary Income/Expense | |
| Income | |
| Ad Valorem Tax Revenue | |
| 4002 M&O | 206,779.83 |
| 4004 M&O Penalties & Interest | 1,625.58 |
| 4006 Delinquent M&O | 810.88 |
| 4008 I&S Debt Service | 110,121.68 |
| 4010 I&S Penalties & Interest | 590.68 |
| 4012 Delinquent I&S | 494.37 |
| Total Ad Valorem Tax Revenue | <u>320,423.02</u> |
| Building Department Revenue | |
| 4102 Building Permits | 1,047,797.09 |
| 4104 Certificate of Occupancy | 5,250.00 |
| 4106 Contractor Registration | 750.00 |
| 4110 Prelim/Final Site Plan | 1,700.00 |
| 4124 Sign Permits | 100.00 |
| 4132 Alarm Permit Fees | 175.00 |
| Total Building Department Revenue | <u>1,055,772.09</u> |
| Franchise Fee Revenue | |
| 4204 Charter Communications | 10,434.29 |
| 4208 CoServ | 1,361.60 |
| 4212 Republic Services | 8,561.26 |
| Total Franchise Fee Revenue | <u>20,357.15</u> |
| Interest Revenue | |
| 4330 General Fund Interest | 1.17 |
| 4332 Investment Interest | 38,402.19 |
| Total Interest Revenue | <u>38,403.36</u> |
| Miscellaneous Revenue | |
| 4502 Animal Adoption & Impound | 2,265.80 |
| 4506 Animal Shelter Donations | 70.00 |
| 4508 Annual Park Passes | 353.00 |
| 4510 Arrowhead Park Fees | 1,020.00 |
| 4530 Other Receivables | 50,083.68 |
| 4534 PD State Training | 1,113.51 |
| 4536 Point Vista Park Fees | 565.00 |
| 4558 Harbor Lane/Sycamore Bend | 1,750.00 |
| Total Miscellaneous Revenue | <u>57,220.99</u> |
| Municipal Court Revenue | |
| 4602 Building Security Fund | 1,077.26 |
| 4604 Citations | 37,961.27 |
| 4606 Court Technology Fund | 918.12 |
| 4608 Jury Fund | 20.46 |
| 4610 Truancy Fund | 1,022.66 |
| 4612 State Court Costs | 17,469.80 |
| Total Municipal Court Revenue | <u>58,469.57</u> |
| Sales Tax Revenue | |
| 4702 Sales Tax General Fund | 236,651.42 |
| 4706 Sales Tax 4B Corporation | 33,807.35 |
| 4708 Sales Tax Mixed Beverage | 3,278.00 |
| Total Sales Tax Revenue | <u>273,736.77</u> |
| Total Income | <u>1,824,382.95</u> |
| Gross Profit | 1,824,382.95 |
| Expense | |
| Capital Outlay | |
| 5010 Street Maintenance | 6,547.32 |

Town of Hickory Creek

Profit & Loss

February 2023

03/21/23

Accrual Basis

| | Feb 23 |
|--------------------------------------|-------------------|
| 5012 Streets & Road Improvement | 16,827.44 |
| 5024 Public Safety Improvements | 1,070.00 |
| 5026 Fleet Vehicles | 38,009.16 |
| 5030 Sycamore Bend Construction | 550,788.79 |
| Total Capital Outlay | 613,242.71 |
| Debt Service | |
| 5106 2012 Refunding Bond Series | 794.25 |
| 5110 2015 Refunding Bond Series | 48,625.00 |
| 5112 2015 C.O. Series | 53,200.00 |
| 5114 2020 C.O. Series | 50,975.00 |
| Total Debt Service | 153,594.25 |
| General Government | |
| 5202 Bank Service Charges | 15.00 |
| 5206 Computer Hardware/Software | 418.10 |
| 5208 Copier Rental | 349.17 |
| 5212 EDC Tax Payment | 33,808.35 |
| 5216 Volunteer/Staff Events | 109.33 |
| 5218 General Communications | 3,583.20 |
| 5222 Office Supplies & Equip. | 56.50 |
| 5224 Postage | 1,349.37 |
| 5226 Community Cause | 15.60 |
| 5228 Town Council/Board Expense | 1,483.48 |
| 5232 Travel Expense | 300.32 |
| Total General Government | 41,488.42 |
| Municipal Court | |
| 5318 Merchant Fees/Credit Cards | -1,140.69 |
| 5332 Warrants Collected | -507.06 |
| Total Municipal Court | -1,647.75 |
| Parks and Recreation | |
| 5408 Tanglewood Park | 12.51 |
| 5412 KHCB | 200.00 |
| Total Parks and Recreation | 212.51 |
| Parks Corps of Engineer | |
| 5432 Arrowhead | 318.46 |
| 5434 Harbor Grove | 58.56 |
| 5436 Point Vista | 139.53 |
| 5438 Sycamore Bend | 149.15 |
| Total Parks Corps of Engineer | 665.70 |
| Personnel | |
| 5502 Administration Wages | 38,733.79 |
| 5506 Police Wages | 76,632.86 |
| 5507 Police Overtime Wages | 4,811.83 |
| 5508 Public Works Wages | 19,996.44 |
| 5509 Public Works Overtime Wage | 678.90 |
| 5510 Health Insurance | 23,335.27 |
| 5514 Payroll Expense | 2,076.91 |
| 5518 Retirement (TMRS) | 21,654.50 |
| Total Personnel | 187,920.50 |
| Police Department | |
| 5602 Auto Gas & Oil | 4,092.14 |
| 5606 Auto Maintenance & Repair | 1,323.45 |
| 5612 Computer Hardware/Software | 2,181.99 |
| 5614 Crime Lab Analysis | 45.90 |
| 5626 Office Supplies/Equipment | 12.16 |
| 5630 Personnel Equipment | 314.99 |
| 5634 Travel Expense | 406.76 |

Town of Hickory Creek
Profit & Loss
February 2023

| | <u>Feb 23</u> |
|--|--------------------------|
| 5636 Uniforms | 2,069.11 |
| 5640 Training & Education | <u>1,379.22</u> |
| Total Police Department | 11,825.72 |
| Public Works Department | |
| 5704 Animal Control Equipment | -111.96 |
| 5706 Animal Control Supplies | 223.14 |
| 5708 Animal Control Vet Fees | 415.74 |
| 5710 Auto Gas & Oil | 1,928.83 |
| 5714 Auto Maintenance/Repair | 2,495.37 |
| 5716 Beautification | 3,968.00 |
| 5724 Equipment Maintenance | 781.95 |
| 5728 Equipment Supplies | 479.50 |
| 5732 Office Supplies/Equipment | 47.94 |
| 5734 Communications | 352.96 |
| 5742 Uniforms | <u>146.74</u> |
| Total Public Works Department | 10,728.21 |
| Services | |
| 5804 Attorney Fees | 1,570.00 |
| 5806 Audit | 15,000.00 |
| 5814 Engineering | 27,545.33 |
| 5818 Inspections | 5,100.00 |
| 5822 Legal Notices/Advertising | 31.20 |
| 5826 Municipal Judge | <u>1,150.00</u> |
| Total Services | 50,396.53 |
| Utilities & Maintenance | |
| 5902 Bldg Maintenance/Supplies | 28,254.51 |
| 5904 Electric | 2,841.62 |
| 5906 Gas | 472.59 |
| 5908 Street Lighting | 3,360.67 |
| 5910 Telephone | 8,762.49 |
| 5912 Water | <u>1,430.90</u> |
| Total Utilities & Maintenance | 45,122.78 |
| Total Expense | <u>1,113,549.58</u> |
| Net Ordinary Income | 710,833.37 |
| Net Income | <u><u>710,833.37</u></u> |

Town of Hickory Creek
Budget vs. Actual Year to Date 41.65%
October 2022 through February 2023

| | Oct '22 - Feb 23 | Budget | % of Budget |
|--|---------------------|---------------------|-----------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Ad Valorem Tax Revenue | | | |
| 4002 M&O | 1,505,034.36 | 1,573,408.00 | 95.7% |
| 4004 M&O Penalties & Interest | 1,964.32 | 2,500.00 | 78.6% |
| 4006 Delinquent M&O | 2,752.61 | 1,000.00 | 275.3% |
| 4008 I&S Debt Service | 800,669.30 | 836,400.00 | 95.7% |
| 4010 I&S Penalties & Interest | 727.33 | 1,500.00 | 48.5% |
| 4012 Delinquent I&S | 1,116.31 | 500.00 | 223.3% |
| Total Ad Valorem Tax Revenue | 2,312,264.23 | 2,415,308.00 | 95.7% |
| Building Department Revenue | | | |
| 4102 Building Permits | 1,289,587.69 | 550,000.00 | 234.5% |
| 4104 Certificate of Occupancy | 10,250.00 | 20,000.00 | 51.3% |
| 4106 Contractor Registration | 2,850.00 | 5,500.00 | 51.8% |
| 4108 Preliminary/Final Plat | 1,700.00 | 0.00 | 100.0% |
| 4110 Prelim/Final Site Plan | 1,700.00 | 0.00 | 100.0% |
| 4112 Health Inspections | 4,140.00 | 10,000.00 | 41.4% |
| 4122 Septic Permits | 0.00 | 2,200.00 | 0.0% |
| 4124 Sign Permits | 100.00 | 1,000.00 | 10.0% |
| 4126 Special Use Permit | 0.00 | 200.00 | 0.0% |
| 4128 Variance Fee | 3,075.00 | 1,500.00 | 205.0% |
| 4130 Vendor Fee | 0.00 | 75.00 | 0.0% |
| 4132 Alarm Permit Fees | 325.00 | 500.00 | 65.0% |
| Total Building Department Revenue | 1,313,727.69 | 590,975.00 | 222.3% |
| Franchise Fee Revenue | | | |
| 4202 Atmos Energy | 0.00 | 65,000.00 | 0.0% |
| 4204 Charter Communications | 20,828.54 | 36,500.00 | 57.1% |
| 4206 CenturyLink | 0.00 | 0.00 | 0.0% |
| 4208 CoServ | 3,724.98 | 4,700.00 | 79.3% |
| 4210 Oncor Electric | 142,363.40 | 138,000.00 | 103.2% |
| 4212 Republic Services | 27,306.90 | 48,000.00 | 56.9% |
| Total Franchise Fee Revenue | 194,223.82 | 292,200.00 | 66.5% |
| Interest Revenue | | | |
| 4330 General Fund Interest | 6.16 | 25.00 | 24.6% |
| 4332 Investment Interest | 165,084.71 | 10,500.00 | 1,572.2% |
| Total Interest Revenue | 165,090.87 | 10,525.00 | 1,568.6% |
| Interlocal Revenue | | | |
| 4402 Corp Contract Current Year | 0.00 | 51,000.00 | 0.0% |
| Total Interlocal Revenue | 0.00 | 51,000.00 | 0.0% |
| Miscellaneous Revenue | | | |
| 4502 Animal Adoption & Impound | 5,914.20 | 6,200.00 | 95.4% |
| 4506 Animal Shelter Donations | 940.00 | 1,500.00 | 62.7% |
| 4508 Annual Park Passes | 2,303.00 | 10,000.00 | 23.0% |
| 4510 Arrowhead Park Fees | 5,913.00 | 36,000.00 | 16.4% |
| 4512 Beer & Wine Permit | 30.00 | 150.00 | 20.0% |
| 4516 Corp Parks Fund Reserve | 0.00 | 0.00 | 0.0% |
| 4518 Drug Forfeiture | 0.00 | 0.00 | 0.0% |
| 4520 Drug Seizure | 0.00 | 0.00 | 0.0% |
| 4524 Fund Balance Reserve | 0.00 | 0.00 | 0.0% |
| 4526 Mineral Rights | 532.97 | 1,000.00 | 53.3% |
| 4530 Other Receivables | 149,640.50 | 50,000.00 | 299.3% |
| 4534 PD State Training | 1,113.51 | 0.00 | 100.0% |
| 4536 Point Vista Park Fees | 3,451.00 | 10,000.00 | 34.5% |
| 4546 Street Improv Restricted | 0.00 | 0.00 | 0.0% |
| 4550 Sycamore Bend Fees | 0.00 | 0.00 | 0.0% |
| 4554 Building Security Fund Res | 0.00 | 0.00 | 0.0% |
| 4556 Court Tech Fund Reserve | 0.00 | 0.00 | 0.0% |
| 4558 Harbor Lane/Sycamore Bend | 7,000.00 | 8,750.00 | 80.0% |
| 4560 2020 CO Proceeds | 0.00 | 3,000,000.00 | 0.0% |

Town of Hickory Creek
Budget vs. Actual Year to Date 41.65%
October 2022 through February 2023

| | Oct '22 - Feb 23 | Budget | % of Budget |
|--------------------------------------|---------------------|----------------------|--------------|
| 4562 Coronavirus Local Recovery | 0.00 | 595,240.00 | 0.0% |
| 4564 Task Force Forfeiture | 0.00 | 0.00 | 0.0% |
| Total Miscellaneous Revenue | 176,838.18 | 3,718,840.00 | 4.8% |
| Municipal Court Revenue | | | |
| 4602 Building Security Fund | 5,394.93 | 18,023.00 | 29.9% |
| 4604 Citations | 179,107.17 | 550,000.00 | 32.6% |
| 4606 Court Technology Fund | 4,538.58 | 15,963.00 | 28.4% |
| 4608 Jury Fund | 104.80 | 200.00 | 52.4% |
| 4610 Truancy Fund | 5,109.66 | 0.00 | 100.0% |
| 4612 State Court Costs | 91,175.90 | 311,060.00 | 29.3% |
| 4614 Child Safety Fee | 0.00 | 800.00 | 0.0% |
| Total Municipal Court Revenue | 285,431.04 | 896,046.00 | 31.9% |
| Sales Tax Revenue | | | |
| 4702 Sales Tax General Fund | 923,171.58 | 1,872,500.00 | 49.3% |
| 4706 Sales Tax 4B Corporation | 131,881.66 | 267,500.00 | 49.3% |
| 4708 Sales Tax Mixed Beverage | 15,388.87 | 30,000.00 | 51.3% |
| Total Sales Tax Revenue | 1,070,442.11 | 2,170,000.00 | 49.3% |
| Total Income | 5,518,017.94 | 10,144,894.00 | 54.4% |
| Gross Profit | 5,518,017.94 | 10,144,894.00 | 54.4% |
| Expense | | | |
| Capital Outlay | | | |
| 5010 Street Maintenance | 6,937.86 | 25,000.00 | 27.8% |
| 5012 Streets & Road Improvement | 37,708.24 | 700,000.00 | 5.4% |
| 5022 Parks and Rec Improvements | 118,995.00 | 500,000.00 | 23.8% |
| 5024 Public Safety Improvements | 1,070.00 | 500,000.00 | 0.2% |
| 5026 Fleet Vehicles | 93,584.98 | 110,000.00 | 85.1% |
| 5030 Sycamore Bend Construction | 272,172.98 | 1,300,000.00 | 20.9% |
| 5032 Broadband Initiative | 137,120.00 | 595,240.00 | 23.0% |
| Total Capital Outlay | 667,589.06 | 3,730,240.00 | 17.9% |
| Debt Service | | | |
| 5106 2012 Refunding Bond Series | 1,295.50 | 81,648.00 | 1.6% |
| 5110 2015 Refunding Bond Series | 49,126.25 | 307,650.00 | 16.0% |
| 5112 2015 C.O. Series | 54,201.25 | 276,800.00 | 19.6% |
| 5114 2020 C.O. Series | 51,476.25 | 251,950.00 | 20.4% |
| Total Debt Service | 156,099.25 | 918,048.00 | 17.0% |
| General Government | | | |
| 5202 Bank Service Charges | 75.00 | 200.00 | 37.5% |
| 5204 Books & Subscriptions | 207.00 | 150.00 | 138.0% |
| 5206 Computer Hardware/Software | 13,391.64 | 50,000.00 | 26.8% |
| 5208 Copier Rental | 1,797.14 | 4,200.00 | 42.8% |
| 5210 Dues & Memberships | 1,024.00 | 3,000.00 | 34.1% |
| 5212 EDC Tax Payment | 131,886.66 | 267,500.00 | 49.3% |
| 5214 Election Expenses | 14,908.19 | 10,500.00 | 142.0% |
| 5216 Volunteer/Staff Events | 2,508.02 | 10,500.00 | 23.9% |
| 5218 General Communications | 14,004.08 | 32,000.00 | 43.8% |
| 5222 Office Supplies & Equip. | 1,191.66 | 5,000.00 | 23.8% |
| 5224 Postage | 3,982.71 | 5,800.00 | 68.7% |
| 5226 Community Cause | 71.84 | 3,000.00 | 2.4% |
| 5228 Town Council/Board Expense | 2,700.81 | 9,000.00 | 30.0% |
| 5230 Training & Education | 75.00 | 1,500.00 | 5.0% |
| 5232 Travel Expense | 986.51 | 1,500.00 | 65.8% |
| 5234 Staff Uniforms | 794.09 | 500.00 | 158.8% |
| Total General Government | 189,604.35 | 404,350.00 | 46.9% |
| Municipal Court | | | |
| 5302 Books & Subscriptions | 0.00 | 75.00 | 0.0% |
| 5304 Building Security | 0.00 | 18,023.00 | 0.0% |

Town of Hickory Creek
Budget vs. Actual Year to Date 41.65%
October 2022 through February 2023

| | Oct '22 - Feb 23 | Budget | % of Budget |
|--------------------------------------|-------------------|---------------------|--------------|
| 5312 Court Technology | 6,409.55 | 15,963.00 | 40.2% |
| 5314 Dues & Memberships | 0.00 | 12.00 | 0.0% |
| 5318 Merchant Fees/Credit Cards | 526.71 | 0.00 | 100.0% |
| 5322 Office Supplies/Equipment | -39.36 | 1,200.00 | -3.3% |
| 5324 State Court Costs | 136,924.22 | 311,060.00 | 44.0% |
| 5326 Training & Education | 0.00 | 100.00 | 0.0% |
| 5328 Travel Expense | 0.00 | 500.00 | 0.0% |
| 5332 Warrants Collected | -2,067.94 | 0.00 | 100.0% |
| Total Municipal Court | 141,753.18 | 346,933.00 | 40.9% |
| Parks and Recreation | | | |
| 5402 Events | 0.00 | 2,000.00 | 0.0% |
| 5408 Tanglewood Park | 3,037.43 | 2,000.00 | 151.9% |
| 5412 KHCB | 200.00 | 500.00 | 40.0% |
| 5414 Tree City USA | 228.13 | 500.00 | 45.6% |
| 5416 Town Hall Park | 0.00 | 0.00 | 0.0% |
| Total Parks and Recreation | 3,465.56 | 5,000.00 | 69.3% |
| Parks Corps of Engineer | | | |
| 5432 Arrowhead | 21,101.00 | 21,750.00 | 97.0% |
| 5434 Harbor Grove | 680.06 | 5,000.00 | 13.6% |
| 5436 Point Vista | 3,065.56 | 7,500.00 | 40.9% |
| 5438 Sycamore Bend | 8,829.79 | 21,750.00 | 40.6% |
| Total Parks Corps of Engineer | 33,676.41 | 56,000.00 | 60.1% |
| Personnel | | | |
| 5502 Administration Wages | 191,995.18 | 497,988.00 | 38.6% |
| 5506 Police Wages | 401,381.41 | 1,109,152.00 | 36.2% |
| 5507 Police Overtime Wages | 11,714.12 | 15,000.00 | 78.1% |
| 5508 Public Works Wages | 58,883.78 | 216,968.00 | 27.1% |
| 5509 Public Works Overtime Wage | 951.80 | 2,500.00 | 38.1% |
| 5510 Health Insurance | 106,663.70 | 282,730.00 | 37.7% |
| 5512 Longevity | 14,265.00 | 14,600.00 | 97.7% |
| 5514 Payroll Expense | 10,765.45 | 22,000.00 | 48.9% |
| 5516 Employment Exams | 1,005.00 | 2,500.00 | 40.2% |
| 5518 Retirement (TMRS) | 116,549.02 | 278,222.00 | 41.9% |
| 5520 Unemployment (TWC) | 6.65 | 2,500.00 | 0.3% |
| 5522 Workman's Compensation | 38,765.14 | 38,500.00 | 100.7% |
| Total Personnel | 952,946.25 | 2,482,660.00 | 38.4% |
| Police Department | | | |
| 5602 Auto Gas & Oil | 18,384.57 | 35,000.00 | 52.5% |
| 5606 Auto Maintenance & Repair | 14,171.01 | 25,000.00 | 56.7% |
| 5610 Books & Subscriptions | 202.00 | 750.00 | 26.9% |
| 5612 Computer Hardware/Software | 37,758.72 | 40,000.00 | 94.4% |
| 5614 Crime Lab Analysis | 2,159.70 | 3,500.00 | 61.7% |
| 5616 Drug Forfeiture | 0.00 | 0.00 | 0.0% |
| 5618 Dues & Memberships | 190.00 | 500.00 | 38.0% |
| 5626 Office Supplies/Equipment | 1,151.22 | 1,800.00 | 64.0% |
| 5630 Personnel Equipment | 44,099.10 | 35,000.00 | 126.0% |
| 5634 Travel Expense | 406.76 | 2,500.00 | 16.3% |
| 5636 Uniforms | 6,276.87 | 10,000.00 | 62.8% |
| 5640 Training & Education | 2,369.22 | 8,500.00 | 27.9% |
| 5644 Citizens on Patrol | 0.00 | 500.00 | 0.0% |
| 5646 Community Outreach | 619.92 | 4,000.00 | 15.5% |
| 5648 K9 Unit | 11,334.02 | 5,000.00 | 226.7% |
| 5650 Task Force Forfeiture | 0.00 | 15,000.00 | 0.0% |
| Total Police Department | 139,123.11 | 187,050.00 | 74.4% |
| Public Works Department | | | |
| 5702 Animal Control Donation | 0.00 | 1,500.00 | 0.0% |
| 5704 Animal Control Equipment | -361.96 | 500.00 | -72.4% |
| 5706 Animal Control Supplies | -11.32 | 900.00 | -1.3% |
| 5708 Animal Control Vet Fees | -539.14 | 12,500.00 | -4.3% |

Town of Hickory Creek
Budget vs. Actual Year to Date 41.65%
October 2022 through February 2023

| | Oct '22 - Feb 23 | Budget | % of Budget |
|--|---------------------|----------------------|---------------|
| 5710 Auto Gas & Oil | 4,262.29 | 20,000.00 | 21.3% |
| 5714 Auto Maintenance/Repair | 9,161.53 | 7,000.00 | 130.9% |
| 5716 Beautification | 3,610.79 | 45,000.00 | 8.0% |
| 5718 Computer Hardware/Software | 0.00 | 1,000.00 | 0.0% |
| 5720 Dues & Memberships | 100.00 | 350.00 | 28.6% |
| 5722 Equipment | 0.00 | 5,000.00 | 0.0% |
| 5724 Equipment Maintenance | 2,361.23 | 6,000.00 | 39.4% |
| 5726 Equipment Rental | 0.00 | 1,500.00 | 0.0% |
| 5728 Equipment Supplies | 1,785.12 | 5,000.00 | 35.7% |
| 5732 Office Supplies/Equipment | 420.02 | 500.00 | 84.0% |
| 5734 Communications | 1,893.85 | 3,800.00 | 49.8% |
| 5738 Training | 300.00 | 800.00 | 37.5% |
| 5740 Travel Expense | 2,266.10 | 1,000.00 | 226.6% |
| 5742 Uniforms | 1,334.31 | 2,500.00 | 53.4% |
| 5748 Landscaping Services | 7,751.36 | 90,000.00 | 8.6% |
| Total Public Works Department | 34,334.18 | 204,850.00 | 16.8% |
| Services | | | |
| 5802 Appraisal District | 3,471.26 | 15,375.00 | 22.6% |
| 5804 Attorney Fees | 15,239.35 | 60,000.00 | 25.4% |
| 5806 Audit | 15,000.00 | 14,000.00 | 107.1% |
| 5808 Codification | 0.00 | 2,000.00 | 0.0% |
| 5812 Document Management | 0.00 | 750.00 | 0.0% |
| 5814 Engineering | 85,851.77 | 175,000.00 | 49.1% |
| 5816 General Insurance | 43,717.80 | 44,000.00 | 99.4% |
| 5818 Inspections | 23,470.00 | 75,000.00 | 31.3% |
| 5820 Fire Service | 485,346.00 | 970,692.00 | 50.0% |
| 5822 Legal Notices/Advertising | 2,539.90 | 2,500.00 | 101.6% |
| 5824 Library Services | 395.40 | 850.00 | 46.5% |
| 5826 Municipal Judge | 5,750.00 | 13,800.00 | 41.7% |
| 5828 Printing | 1,834.30 | 1,500.00 | 122.3% |
| 5830 Tax Collection | 2,851.00 | 2,700.00 | 105.6% |
| 5832 Computer Technical Support | 42,081.20 | 42,082.00 | 100.0% |
| 5838 DCCAC | 0.00 | 3,400.00 | 0.0% |
| 5840 Denton County Dispatch | 0.00 | 29,383.00 | 0.0% |
| 5844 Helping Hands | 0.00 | 200.00 | 0.0% |
| 5846 Span Transit Services | 0.00 | 200.00 | 0.0% |
| Total Services | 727,547.98 | 1,453,432.00 | 50.1% |
| Special Events | | | |
| 6012 Special Events | 1,788.35 | 30,000.00 | 6.0% |
| Total Special Events | 1,788.35 | 30,000.00 | 6.0% |
| Utilities & Maintenance | | | |
| 5902 Bldg Maintenance/Supplies | 76,847.15 | 207,381.00 | 37.1% |
| 5904 Electric | 11,472.21 | 27,000.00 | 42.5% |
| 5906 Gas | 1,317.13 | 1,950.00 | 67.5% |
| 5908 Street Lighting | 16,879.94 | 40,000.00 | 42.2% |
| 5910 Telephone | 19,065.18 | 35,000.00 | 54.5% |
| 5912 Water | 8,249.24 | 15,000.00 | 55.0% |
| Total Utilities & Maintenance | 133,830.85 | 326,331.00 | 41.0% |
| Total Expense | 3,181,758.53 | 10,144,894.00 | 31.4% |
| Net Ordinary Income | 2,336,259.41 | 0.00 | 100.0% |
| Net Income | 2,336,259.41 | 0.00 | 100.0% |

Town of Hickory Creek
Expenditures over \$1,000.00
February 2023

| Type | Date | Num | Name | Amount |
|--|------------|------------|------------------------------------|------------|
| Ordinary Income/Expense | | | | |
| Expense | | | | |
| Capital Outlay | | | | |
| 5010 Street Maintenance | | | | |
| Bill | 02/06/2023 | Invoice... | Big City Crushed Concrete LLC | 2,012.28 |
| Bill | 02/06/2023 | Invoice... | Centerline Supply | 1,932.86 |
| Bill | 02/14/2023 | Invoice... | Big City Crushed Concrete LLC | 1,632.84 |
| Total 5010 Street Maintenance | | | | 5,577.98 |
| 5012 Streets & Road Improvement | | | | |
| Bill | 02/17/2023 | Invoice... | 3H Concrete, Inc. | 13,887.00 |
| Bill | 02/17/2023 | Invoice... | 3H Concrete, Inc. | 1,200.00 |
| Bill | 02/23/2023 | Invoice... | Half Associates, Inc. | 1,740.44 |
| Total 5012 Streets & Road Improvement | | | | 16,827.44 |
| 5024 Public Safety Improvements | | | | |
| Bill | 02/06/2023 | Invoice... | Joe Goddard Enterprises | 1,070.00 |
| Total 5024 Public Safety Improvements | | | | 1,070.00 |
| 5026 Fleet Vehicles | | | | |
| Bill | 02/06/2023 | Invoice... | Priority Public Safety | 18,903.90 |
| Bill | 02/06/2023 | Invoice... | Priority Public Safety | 1,825.00 |
| Check | 02/15/2023 | 4620 | Blackbeard Marine | 29,575.50 |
| Check | 02/17/2023 | Debit | Blackbeard Marine | 3,084.65 |
| Check | 02/21/2023 | Debit | Enterprise Fleet Management | 5,007.37 |
| Check | 02/21/2023 | Debit | Enterprise Fleet Management | 6,033.52 |
| Deposit | 02/24/2023 | | Deposit | -26,420.78 |
| Total 5026 Fleet Vehicles | | | | 38,009.16 |
| 5030 Sycamore Bend Construction | | | | |
| Check | 02/14/2023 | | McMahon Contracting L.P. | 296,741.79 |
| Check | 02/14/2023 | | McMahon Contracting L.P. | 254,047.00 |
| Total 5030 Sycamore Bend Construction | | | | 550,788.79 |
| Total Capital Outlay | | | | 612,273.37 |
| Debt Service | | | | |
| 5110 2015 Refunding Bond Series | | | | |
| Check | 02/13/2023 | Wire | US Bank | 48,625.00 |
| Total 5110 2015 Refunding Bond Series | | | | 48,625.00 |
| 5112 2015 C.O. Series | | | | |
| Check | 02/13/2023 | Wire | US Bank | 53,200.00 |
| Total 5112 2015 C.O. Series | | | | 53,200.00 |
| 5114 2020 C.O. Series | | | | |
| Check | 02/13/2023 | Wire | US Bank | 50,975.00 |
| Total 5114 2020 C.O. Series | | | | 50,975.00 |
| Total Debt Service | | | | 152,800.00 |
| General Government | | | | |
| 5212 EDC Tax Payment | | | | |
| Check | 02/09/2023 | | Hickory Creek Economic Development | 33,807.35 |
| Total 5212 EDC Tax Payment | | | | 33,807.35 |
| 5218 General Communications | | | | |
| Bill | 02/09/2023 | Invoice... | Bird's Printing & Copies | 3,112.20 |
| Total 5218 General Communications | | | | 3,112.20 |
| Total General Government | | | | 36,919.55 |

Town of Hickory Creek
Expenditures over \$1,000.00
February 2023

| Type | Date | Num | Name | Amount |
|--|------------|------------|--------------------------------------|-----------|
| Personnel | | | | |
| 5510 Health Insurance | | | | |
| Check | 02/06/2023 | | TML Health Benefits Pool | 21,312.68 |
| Check | 02/13/2023 | Debit | Renaissance Life & Health Insurance | 1,925.96 |
| Total 5510 Health Insurance | | | | 23,238.64 |
| 5518 Retirement (TMRS) | | | | |
| Check | 02/03/2023 | Debit | TMRS | 21,654.50 |
| Total 5518 Retirement (TMRS) | | | | 21,654.50 |
| Total Personnel | | | | 44,893.14 |
| Police Department | | | | |
| 5602 Auto Gas & Oil | | | | |
| Check | 02/22/2023 | Debit | WEX Bank | 4,092.14 |
| Total 5602 Auto Gas & Oil | | | | 4,092.14 |
| 5612 Computer Hardware/Software | | | | |
| Bill | 02/17/2023 | Invoice... | Superion, LLC | 1,335.54 |
| Total 5612 Computer Hardware/Software | | | | 1,335.54 |
| 5640 Training & Education | | | | |
| Check | 02/15/2023 | Debit | Gracie University Store | 1,200.00 |
| Total 5640 Training & Education | | | | 1,200.00 |
| Total Police Department | | | | 6,627.68 |
| Public Works Department | | | | |
| 5710 Auto Gas & Oil | | | | |
| Check | 02/22/2023 | Debit | WEX Bank | 1,832.85 |
| Total 5710 Auto Gas & Oil | | | | 1,832.85 |
| 5714 Auto Maintenance/Repair | | | | |
| Bill | 02/06/2023 | Invoice... | Discount Tire | 1,935.12 |
| Total 5714 Auto Maintenance/Repair | | | | 1,935.12 |
| 5716 Beautification | | | | |
| Bill | 02/06/2023 | Invoice... | Custom Rock Works, LLC | 3,968.00 |
| Total 5716 Beautification | | | | 3,968.00 |
| Total Public Works Department | | | | 7,735.97 |
| Services | | | | |
| 5804 Attorney Fees | | | | |
| Check | 02/15/2023 | 4621 | Linda Caprice Garcia | 1,570.00 |
| Total 5804 Attorney Fees | | | | 1,570.00 |
| 5806 Audit | | | | |
| Bill | 02/09/2023 | Accou... | Hankins, Eastup, Deaton, Tonn & Seay | 15,000.00 |
| Total 5806 Audit | | | | 15,000.00 |
| 5814 Engineering | | | | |
| Bill | 02/14/2023 | Invoice... | Half Associates, Inc. | 7,320.36 |
| Bill | 02/14/2023 | Invoice... | Half Associates, Inc. | 12,979.51 |
| Bill | 02/14/2023 | Invoice... | Half Associates, Inc. | 7,245.46 |
| Total 5814 Engineering | | | | 27,545.33 |
| 5818 Inspections | | | | |
| Bill | 02/06/2023 | Invoice... | Build by I-Codes | 4,100.00 |
| Total 5818 Inspections | | | | 4,100.00 |

Town of Hickory Creek
Expenditures over \$1,000.00
February 2023

| Type | Date | Num | Name | Amount |
|---------------------------------------|------------|------------|---------------------------------|--------------------|
| 5826 Municipal Judge | | | | |
| Check | 02/01/2023 | Debit | Cynthia Burkett | 1,050.00 |
| Total 5826 Municipal Judge | | | | 1,050.00 |
| Total Services | | | | 49,265.33 |
| Utilities & Maintenance | | | | |
| 5902 Bldg Maintenance/Supplies | | | | |
| Bill | 02/06/2023 | Invoice... | Commercial Plumbing Specialists | 1,270.15 |
| Bill | 02/06/2023 | Inv# IN... | Texas AirSystems | 2,552.66 |
| Check | 02/13/2023 | Debit | Golf Cart Solutions Inc | 3,100.16 |
| Bill | 02/14/2023 | Invoice... | Commercial Plumbing Specialists | 1,341.65 |
| Bill | 02/17/2023 | Invoice... | Denton Electric, Inc. | 16,047.58 |
| Total 5902 Bldg Maintenance/Supplies | | | | 24,312.20 |
| 5904 Electric | | | | |
| Check | 02/21/2023 | Debit | Hudson Energy Services, LLC | 2,841.62 |
| Total 5904 Electric | | | | 2,841.62 |
| 5908 Street Lighting | | | | |
| Check | 02/21/2023 | Debit | Hudson Energy Services, LLC | 3,165.73 |
| Total 5908 Street Lighting | | | | 3,165.73 |
| 5910 Telephone | | | | |
| Check | 02/13/2023 | Debit | CHECKCARD 0123 Microsoft *Offic | 7,656.00 |
| Total 5910 Telephone | | | | 7,656.00 |
| Total Utilities & Maintenance | | | | 37,975.55 |
| Total Expense | | | | 948,490.59 |
| Net Ordinary Income | | | | -948,490.59 |
| Net Income | | | | -948,490.59 |



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: 02/01/2023 - 02/28/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.7387%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 2/28/23 WAS 1.000105.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|--------------|
| | BEGINNING BALANCE | | | 1,640,598.10 |
| 02/14/2023 | WIRE WITHDRAWAL | 6148594 | 296,741.79 - | 1,343,856.31 |
| 02/14/2023 | WIRE WITHDRAWAL | 6148595 | 254,047.00 - | 1,089,809.31 |
| 02/28/2023 | MONTHLY POSTING | 9999888 | 4,887.61 | 1,094,696.92 |
| | ENDING BALANCE | | | 1,094,696.92 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|--------------|
| BEGINNING BALANCE | 1,640,598.10 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 550,788.79 |
| TOTAL INTEREST | 4,887.61 |
| ENDING BALANCE | 1,094,696.92 |
| AVERAGE BALANCE | 1,345,532.68 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|----------------------------------|----------|-------------|-----------|
| 2020 CERTIFICATES OF OBLIGATIONS | 0.00 | 794,975.61 | 11,448.81 |



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: 02/01/2023 - 02/28/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.7387%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 2/28/23 WAS 1.000105.

MONTHLY ACTIVITY DETAIL

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

| | | | | |
|------------|-------------------|---------|-------|----------|
| | BEGINNING BALANCE | | | 9,785.90 |
| 02/28/2023 | MONTHLY POSTING | 9999888 | 35.58 | 9,821.48 |
| | ENDING BALANCE | | | 9,821.48 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|----------|
| BEGINNING BALANCE | 9,785.90 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 35.58 |
| ENDING BALANCE | 9,821.48 |
| AVERAGE BALANCE | 9,785.90 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-------------------------|----------|-------------|----------|
| ANIMAL SHELTER FACILITY | 0.00 | 0.00 | 73.30 |



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: 02/01/2023 - 02/28/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.7387%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 2/28/23 WAS 1.000105.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|------------|
| | BEGINNING BALANCE | | | 716,866.71 |
| 02/28/2023 | MONTHLY POSTING | 9999888 | 2,605.93 | 719,472.64 |
| | ENDING BALANCE | | | 719,472.64 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|------------|
| BEGINNING BALANCE | 716,866.71 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 2,605.93 |
| ENDING BALANCE | 719,472.64 |
| AVERAGE BALANCE | 716,866.71 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|----------------------------------|----------|-------------|----------|
| CORONAVIRUS LOCAL RECOVERY FUNDS | 0.00 | 136,125.00 | 5,535.89 |



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: 02/01/2023 - 02/28/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.7387%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 2/28/23 WAS 1.000105.

| MONTHLY ACTIVITY DETAIL | | | | |
|-------------------------|-------------------|---------------------|--------------------|-----------|
| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
| | BEGINNING BALANCE | | | 82,116.81 |
| 02/28/2023 | MONTHLY POSTING | 9999888 | 298.52 | 82,415.33 |
| | ENDING BALANCE | | | 82,415.33 |

| MONTHLY ACCOUNT SUMMARY | |
|-------------------------|-----------|
| BEGINNING BALANCE | 82,116.81 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 298.52 |
| ENDING BALANCE | 82,415.33 |
| AVERAGE BALANCE | 82,116.81 |

| ACTIVITY SUMMARY (YEAR-TO-DATE) | | | |
|---------------------------------|----------|-------------|----------|
| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
| HARBOR LANE - SYCAMORE BEND | 0.00 | 0.00 | 614.82 |



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: 02/01/2023 - 02/28/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.7387%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 2/28/23 WAS 1.000105.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|--------------|
| | BEGINNING BALANCE | | | 8,219,021.83 |
| 02/13/2023 | WIRE WITHDRAWAL | 6148494 | 50,975.00 - | 8,168,046.83 |
| 02/13/2023 | WIRE WITHDRAWAL | 6148495 | 48,625.00 - | 8,119,421.83 |
| 02/13/2023 | WIRE WITHDRAWAL | 6148496 | 53,200.00 - | 8,066,221.83 |
| 02/21/2023 | ACH DEPOSIT | 6148827 | 636,000.00 | 8,702,221.83 |
| 02/28/2023 | MONTHLY POSTING | 9999888 | 30,222.20 | 8,732,444.03 |
| | ENDING BALANCE | | | 8,732,444.03 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|--------------|
| BEGINNING BALANCE | 8,219,021.83 |
| TOTAL DEPOSITS | 636,000.00 |
| TOTAL WITHDRAWALS | 152,800.00 |
| TOTAL INTEREST | 30,222.20 |
| ENDING BALANCE | 8,732,444.03 |
| AVERAGE BALANCE | 8,313,421.83 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-----------------|--------------|-------------|-----------|
| INVESTMENT FUND | 1,486,000.00 | 152,800.00 | 61,311.76 |



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: 02/01/2023 - 02/28/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.7387%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 2/28/23 WAS 1.000105.

MONTHLY ACTIVITY DETAIL

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

| | | | | |
|------------|-------------------|---------|--------|-----------|
| | BEGINNING BALANCE | | | 96,932.10 |
| 02/28/2023 | MONTHLY POSTING | 9999888 | 352.35 | 97,284.45 |
| | ENDING BALANCE | | | 97,284.45 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|-----------|
| BEGINNING BALANCE | 96,932.10 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 352.35 |
| ENDING BALANCE | 97,284.45 |
| AVERAGE BALANCE | 96,932.10 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|--------------------------------|----------|-------------|----------|
| TURBEVILLE RD IMPROVEMENT FUND | 0.00 | 0.00 | 725.68 |



AGENDA INFORMATION SHEET

MEETING DATE: March 27, 2023

AGENDA ITEM: Consider and act on the 2023 Founders Classical Academy Hickory Creek Scholar of the Year.

SUMMARY: Founders Classical Academy recommends Victoria Valderrey.



AGENDA INFORMATION SHEET

MEETING DATE: March 27, 2023

AGENDA ITEM: Consider and act on the 2023 LDISD Hickory Creek Female Athlete of the Year.

SUMMARY: Lake Dallas High School recommends Camryn Richardson.



AGENDA INFORMATION SHEET

MEETING DATE: March 27, 2023

AGENDA ITEM: Consider and act on the 2023 LDISD Hickory Creek Male Athlete of the Year.

SUMMARY: Lake Dallas High School recommends Christian Willis.



AGENDA INFORMATION SHEET

MEETING DATE: March 27, 2023

AGENDA ITEM: Consider and act on the 2023 LDISD Hickory Creek Scholar of the Year.

SUMMARY: Lake Dallas High School recommends Hannah Knop.

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2023-03-____**

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, CONTINUING THE JUVENILE CURFEW FOR MINORS UNDER 17 YEARS OF AGE ADOPTED BY ORDINANCE NO. 2008-02-609; PROHIBITING APPEARANCE IN PUBLIC BETWEEN THE HOURS OF 11:00 P.M. ON ANY SUNDAY, MONDAY, TUESDAY, WEDNESDAY, OR THURSDAY UNTIL 6:00 A.M. OF THE FOLLOWING DAY; AND 12:01 A.M. UNTIL 6:00 A.M. ON ANY SATURDAY OR SUNDAY OR TOWN HOLIDAY WITHIN THE TOWN LIMITS OF HICKORY CREEK; PROVIDING FOR FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR OFFENSES; PROVIDING FOR DEFENSES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Hickory Creek, Texas desires to continue regulating the hours an unsupervised minor under 17 years of age may appear in public without undue infringement on their liberty;

WHEREAS, Section 370.002 of the Texas Local Government Code requires that such an ordinance be reexamined before the third anniversary of the date of adoption of a juvenile curfew ordinance and every third year thereafter, to determine whether such provisions should be continued in effect, modified or abolished;

WHEREAS, the Town Council of the Town of Hickory Creek, Texas recognizes the danger to the safety and security of unsupervised minors during certain hours of a day;

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, recognizes that although dangerous, certain circumstances may exist that would necessitate a minor being in a public place due to an unforeseen combination of circumstances or an emergency;

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, has conducted public hearings on the need to continue in effect within the Town of Hickory Creek juvenile curfew ordinance; and

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, now finds and determines that the current juvenile curfew ordinance provisions in effect within the Town should be continued in effect with the modifications contained herein.

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

**Section I
Findings**

That the above stated findings and recitals contained in the preamble of this ordinance are determined to be true and correct and are hereby adopted as part of this ordinance.

Section II **Definitions**

In this ordinance, the following definitions shall be used:

Curfew Hours: means 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday or Town Holiday.

Emergency: means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment: means any privately-owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian: means a person who, under court order, is the guardian of the person of a minor or a public or private agency with whom a minor has been placed by a court.

Parent: means a person who is a natural parent, adoptive parent, or stepparent of another person or at least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

Operator: means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Minor: means any person younger than 17 years of age.

Public Place: means any place to which the public or a substantial group of the public has access, and includes but is not limited to streets, highways, the common areas of schools, the common areas of greenbelts in housing developments, hospitals, apartment houses, office buildings, transport facilities and shops.

Remain: means to linger, loiter, stay, or fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious Bodily Injury: means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Town Holiday: means a day on which the Town of Hickory Creek observes a paid holiday for its employees.

Section III **Offenses**

- (1) A minor commits an offense if he or she remains in any public place or on the premises of any establishment within the Town limits during curfew hours.

- (2) A parent or guardian of a minor commits an offense if he or she knowingly permits, or by insufficient control, allows the minor to remain in any public place or on the premises of any establishment within the town limits during curfew hours.
- (3) The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment in the town limits during curfew hours.

Section IV **Defenses**

- (1) It is a defense to prosecution under Section III that the minor was;
 - (a) Accompanied by the minor's parent or guardian;
 - (b) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (c) In a motor vehicle involved in interstate travel;
 - (d) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - (e) Involved in an emergency;
 - (f) On the sidewalk abutting the minor's residence, or abutting the residence of a next-door neighbor, if the neighbor did not complain to the police department about the minor's presence;
 - (g) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the Town, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the Town, a civic organization, or other similar entity that takes responsibility for the minor;
 - (h) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly;
 - (i) Married or has been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family code; or
 - (j) Accompanied by an adult designated by his or her parent or guardian.
- (2) It is a defense to prosecution of an owner, operator, or employee under Section III, that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

Section V
Enforcement

- (1) Before taking any enforcement action under this article, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this article unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense set forth in Section IV is present.

Section VI
Penalties

- (1) A person who violates a provision of this Article is guilty of a separate offense for each day or, part of a day, during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed five hundred dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.
- (2) If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.
- (3) When required by Section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates Section III of this ordinance and shall refer the minor to juvenile court.

Section VII
Publication Clause

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

Section VIII
Cumulative Repealer

This Ordinance shall be cumulative of all provisions of the ordinances of the Town of Hickory Creek, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section IX
Severability

It is hereby declared to be the intention of the Town Council of the Town of Hickory Creek that the phases, clauses, sentences, paragraphs, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council without incorporation of this Ordinance of any such unconstitutional phase, clause, sentence, paragraph, or section.

Section X
Engrossment and Enrollment

The Town Secretary of the Town of Hickory Creek is hereby directed to engross and enroll this Ordinance by copying the Exact Caption and Effective date clause in the minutes of the Town Council of the Town of Hickory Creek and by filing this Ordinance in the Ordinance records of the Town.

Section XI
Effective Date

This Ordinance shall be in full force and effect from and after its date of passage and publication.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 27th day of March, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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



February 21, 2023
AVO 37638.200

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

**RE: The Reserve at Hickory Creek – Final Plat, Site and Landscape Plans
3rd Review**

Dear Ms. Chaudoir:

Halff Associates received a request from the Town of Hickory Creek to review a Final Plat application for The Reserve at Hickory Creek on January 18, 2023. The written comments contained in this letter reflect the revised plat. The surveyor/engineer is Kimley-Horn and Associates, Inc. The owner/applicant is Market Space Capital.

2nd Review Submittal Received: February 15, 2023 (including Site and Landscape Plans)
3rd Review Submittal Received: February 20, 2023

Halff has reviewed the Final Plat, Site and Landscape Plans and offers the following comments. Please note the Drainage Study and Construction Plans are under review by separate letter, and acceptance of the Final Plat should be contingent upon acceptance of the Drainage Study. Review comments from the Construction Plans should be reflected in the Final Plat.

Refer to the markup for all comments.

Final Plat

1. Please note the proposed detention ponds will require a Stormwater Facilities Maintenance Agreement (to also include the retaining walls). This will not be executed until acceptance of Construction Plans.
2nd Review: Applicant has acknowledged and an example is included herewith.
2. Label the dimension and purpose of all easements.
2nd Review: Addressed.
3. A floodplain easement will be required to encompass the fully developed 100-year water surface elevation plus one foot of freeboard or 10 feet of horizontal distance, whichever is greater.
2nd Review: Addressed.
4. The planned detention ponds will require an emergency spillway encompassed by a drainage easement that directs overflow either to the stream or to ROW.
2nd Review: Drainage easement was added to cover the storm drain line and outfall but does not extend to cover the channel to the ROW line. The drainage easement must extend to the ROW line.
3rd Review: Addressed.
5. The location and width of sidewalks are required. Sidewalks are required to connect each lot to a public sidewalk within ROW or easement. Sidewalk easements must cover the sidewalk plus 2 feet each side.
2nd Review: Note added to the plat to designate sidewalk easements across all open space lots.
6. Modify the approval block to reflect the Final Plat approval block in accordance with Town ordinance.

2nd Review: Please modify the approval block for Final Plat. The approval block shown is still for Preliminary Plat.

3rd Review: Addressed.

7. Include note about building setback lines not being shown because there is no minimum setback in the Planned Development zoning. Refer to the ordinance number.

2nd Review: Note added. Please add a reference to Resolution No. 2022-0801.

3rd Review: Addressed.

8. Check all dimensions of ROW for accuracy and consistency. Some dimensions don't match what is shown in the construction plans.

2nd Review: Addressed.

9. All streets must be named in the Final Plat per Town Subdivision Ordinance. Please name "Street H."

2nd Review: Addressed.

10. Please rename "Summer Shore Loop" to something more distinguishable from Summer Shore Road. These are too similar, and Summer Shore Loop is not a loop road.

2nd Review: Addressed.

11. Summer Sky, Golden Oak, Golder Valley, and Golden Grove should be Mews.

2nd Review: Addressed.

12. Summer Lake Mews shows a 29-foot ROW. The minimum is 30 feet.

2nd Review: Addressed.

13. Provide the finished floor elevations for all lots surrounding the detention pond.

2nd Review: Addressed.

14. Provide the name and dimensions of "Alley A-1."

2nd Review: Addressed.

Site Plan

1. No additional comments.

Landscape Plan

1. Show and label fences, screening walls, etc.

3rd Review: Addressed.

2. Please include an irrigation plan.

3rd Review: Addressed.

3. Please include the tree survey as part of the landscape plan.

3rd Review: Addressed.

4. Show or note that for single-family lots, and prior to any occupancy of the dwelling, a minimum of one (1) tree with a minimum caliper of three (3) inches, measured at a point six (6) feet above ground level shall be required for all lots and shall be located within the front of the lot, or nearby common area. Trees may be ornamental or shade tree.

3rd Review: Addressed.

5. Please include Notes 2 through 7 and the Fencing and Lot Notes from the approved Preliminary Landscape Plan. See below.

3rd Review: Addressed.

NOTES:

1. THE CLOUDED AREAS DESIGNATE TREES TO BE REMOVED, TREES ALONG PROPERTY LINES ARE APPROXIMATE.
2. FENCING, SCREENING, PARKS, OPEN SPACE IMPROVEMENTS, AND TRAILS SHALL BE CONSISTENT WITH THE DEVELOPMENT AGREEMENT.
3. THERE IS NOT FLOODPLAIN ON SITE PER FEMA PANEL NO. 48121C0535G WITH THE EFFECTIVE DATE OF 4/18/2011.
4. ALL EXISTING TREES ONSITE ARE PROPOSED TO BE REMOVED & MITIGATED FOR BY THE DEVELOPER/OWNER. SPECIES, SIZE, & HEALTH SHOWN ON SHEET 2 OF THE LANDSCAPE PLAN.
5. OPEN SPACE HATCHING SHOWN ON SITE SHALL BE LANDSCAPED & IRRIGATED PER THE TOWN STANDARDS. FINAL MATERIALS TO BE SELECTED DURING THE CONSTRUCTION PLAN REVIEW PROCESS
6. SINGLE FAMILY LOTS, AND PRIOR TO ANY OCCUPANCY OF THE DWELLING, A MINIMUM OF ONE (1) TREE WITH A MINIMUM CALIPER OF THREE (3) INCHES, MEASURED AT A POINT SIX (6) FEET ABOVE GROUND LEVEL SHALL BE REQUIRED FOR ALL LOTS AND SHALL BE LOCATED WITHIN THE FRONT OF THE LOT, OR NEARBY COMMON AREA. THERE MAY BE ORNAMENTAL TREE OR SHADE.
7. ALL PROPOSED FENCING SHALL BE ALONG THE COMMON PROPOSED LINE. THE LINES ARE SHOWN OFFSET FROM THE PROPOSED LINE FOR VISUAL PURPOSES.

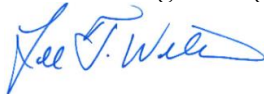
FENCING AND LOT NOTES:

- FENCING FOR THE CHILDREN'S PLAYGROUND CAN BE WROUGHT IRON
- FENCING FOR NORTHERN DETENTION POND SHALL BE WROUGHT IRON
- THE WESTERN PROPERTY LINE SHALL BE 8 FOOT TALL BOARD ON BOARD WOOD FENCING
- THE EXISTING FENCING ALONG THE NORTHERN, EASTERN, AND SOUTHERN PROPERTY LINES SHALL REMAIN WITH MINOR MODIFICATIONS DUE TO THE PROPOSED DRIVEWAY CONNECTIONS.
- ALL REAR YARD RESIDENTIAL LOT FENCING SHALL BE A MINIMUM OF 6 FOOT BOARD ON BOARD WOOD FENCING WITH A MAXIMUM HEIGHT BEING 8 FEET.
- ALL FRONT YARD RESIDENTIAL LOT FENCING THAT FACES AN OPEN SPACE SHALL BE 5 FOOT ORNAMENTAL METAL FENCING.
- ALL PROPOSED RESIDENTIAL STRUCTURES SHALL BE 100% MASONRY WITH REAR ENTRY GARAGE ACCESS FROM A DEDICATED PUBLIC STREET OR ALLEY.
- ALL OPEN SPACE LOTS SHALL BE LANDSCAPED PER THE DEVELOPMENT AGREEMENT AND TOWN ORDINANCES

Sincerely,

HALFF ASSOCIATES, INC.

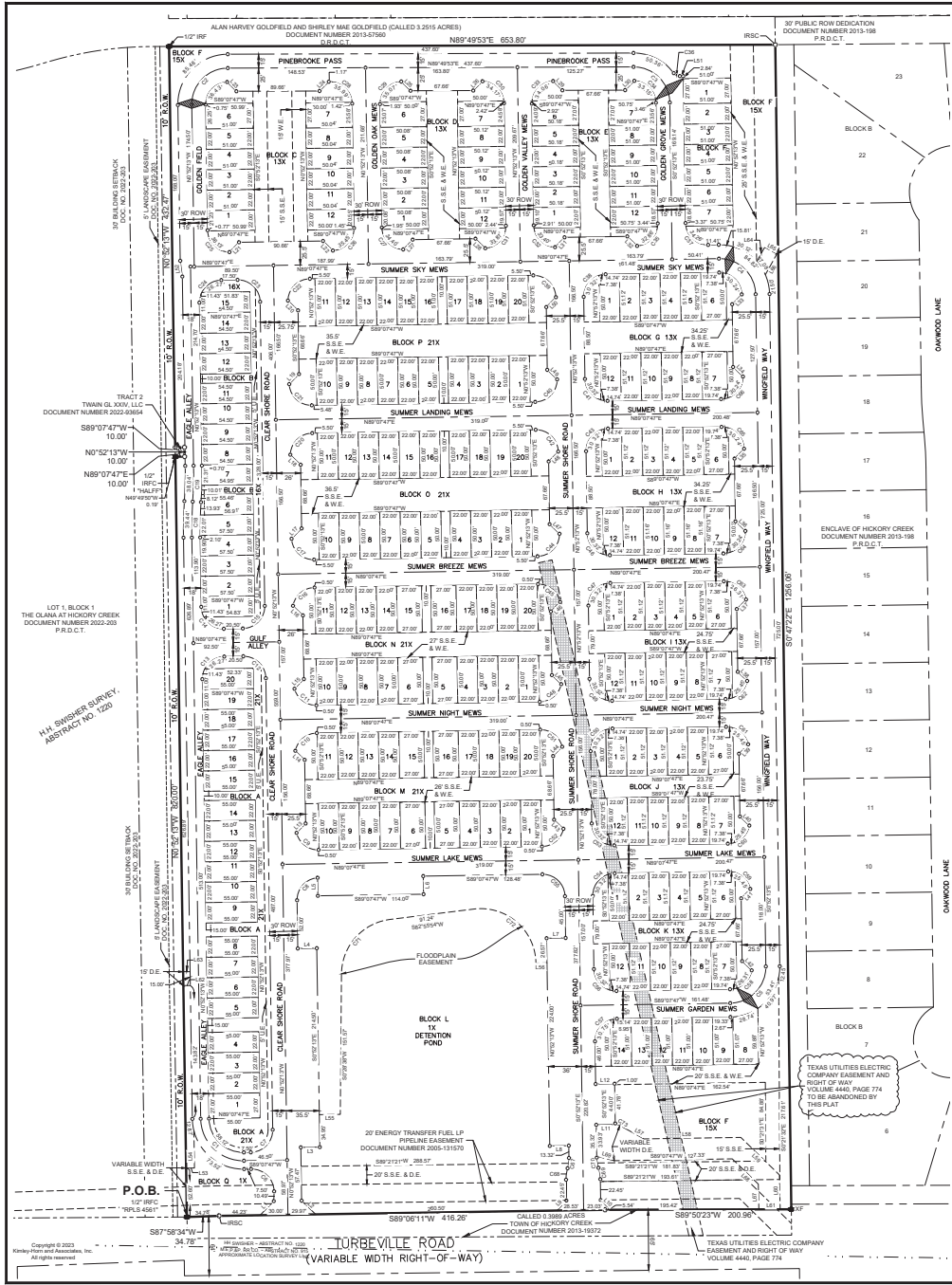
TBPELS Engineering Firm No. 312



Lee Williams, PE

Consulting Engineer for the Town of Hickory Creek

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

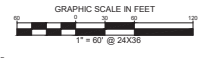
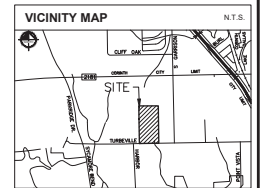


| LINE TABLE | LINE TABLE | LINE TABLE | LINE TABLE | | | | | | | | |
|------------|-------------|------------|------------|-------------|--------|-----|-------------|--------|-----|-------------|--------|
| NO. | BEARING | LENGTH | NO. | BEARING | LENGTH | NO. | BEARING | LENGTH | NO. | BEARING | LENGTH |
| L1 | N45°02'13"E | 21.22 | L39 | S45°52'13"E | 15.19 | L39 | S45°52'13"E | 15.19 | L59 | N45°02'13"E | 15.44 |
| L2 | S45°52'13"E | 21.18 | L41 | N44°07'47"E | 14.81 | L41 | S45°52'13"E | 14.10 | L59 | S45°52'13"E | 15.44 |
| L3 | S45°52'13"E | 20.50 | L42 | S45°52'13"E | 14.81 | L41 | N44°07'47"E | 14.10 | L60 | N01°18'04"E | 37.13 |
| L4 | N45°02'13"E | 20.50 | L43 | N44°07'47"E | 14.12 | L42 | N45°52'13"E | 14.38 | L61 | S89°52'23"W | 23.00 |
| L5 | N07°52'13"E | 19.45 | L44 | N45°52'13"E | 14.12 | L43 | N45°52'13"E | 14.03 | L62 | N00°00'00"W | 7.50 |
| L6 | S07°52'13"E | 19.45 | L45 | N44°07'47"E | 14.03 | L44 | N44°07'47"E | 14.03 | L63 | N00°00'00"W | 7.50 |
| L7 | N07°52'13"E | 20.50 | L46 | N45°52'13"E | 14.12 | L45 | N45°52'13"E | 14.03 | L64 | N07°52'13"E | 17.50 |
| L8 | S07°52'13"E | 20.50 | L47 | N44°07'47"E | 14.12 | L46 | N44°07'47"E | 14.27 | L65 | S45°52'13"E | 15.07 |
| L9 | S45°52'13"E | 14.03 | L48 | S45°52'13"E | 14.39 | L47 | N44°07'47"E | 14.39 | L66 | S07°52'13"E | 25.37 |
| L10 | S45°52'13"E | 14.03 | L49 | N45°52'13"E | 14.11 | L48 | N44°07'47"E | 14.85 | L67 | N01°18'04"E | 37.23 |
| L11 | S07°52'13"E | 20.50 | L50 | S44°49'53"W | 14.30 | L49 | S45°52'13"E | 14.85 | L68 | N45°02'13"E | 39.00 |
| L12 | N07°52'13"E | 20.50 | L51 | N44°07'47"E | 14.79 | L50 | S44°07'47"E | 14.85 | L69 | N75°52'13"W | 19.49 |
| L13 | S44°07'47"E | 14.03 | L52 | S45°52'13"E | 14.79 | L51 | N00°00'00"W | 3.76 | | | |
| L14 | S45°52'13"E | 14.03 | L53 | S44°07'47"E | 14.85 | L52 | N07°54'18"W | 17.14 | | | |
| L15 | S44°07'47"E | 14.53 | L54 | S45°52'13"E | 14.85 | L53 | S88°14'4"W | 9.00 | | | |
| L16 | S45°52'13"E | 14.03 | L55 | S44°07'47"E | 14.85 | L54 | N04°52'13"W | 40.20 | | | |
| L17 | S44°07'47"E | 15.52 | L56 | S45°52'13"E | 14.85 | L55 | S89°07'47"W | 22.84 | | | |
| L18 | S45°52'13"E | 15.52 | L57 | S44°07'47"E | 14.38 | L56 | S89°07'47"W | 11.80 | | | |
| L19 | S44°07'47"E | 15.18 | L58 | S45°52'13"E | 14.19 | L57 | S67°52'13"E | 21.11 | | | |

| CURVE TABLE | | | | CURVE TABLE | | | | | |
|-------------|-----------|--------|---------------|-------------|-------|-------|-----------|---------------|--------|
| NO. | DELTA | RADIUS | CHORD BEARING | CHORD | NO. | DELTA | RADIUS | CHORD BEARING | CHORD |
| C1 | 90°00'00" | 46.02 | 72.26 | S45°52'13"E | 65.69 | C37 | 89°59'59" | 24.00 | 37.82 |
| C2 | 90°42'00" | 39.00 | 61.74 | S44°28'59"W | 55.08 | C38 | 90°00'00" | 24.00 | 37.70 |
| C3 | 89°17'54" | 39.00 | 60.78 | N45°11'07"W | 54.82 | C39 | 89°48'43" | 24.00 | 37.62 |
| C4 | 90°00'00" | 39.00 | 61.39 | N45°52'13"E | 55.10 | C40 | 89°48'43" | 24.00 | 37.62 |
| C5 | 90°00'00" | 39.00 | 61.29 | N44°07'47"E | 55.12 | C41 | 90°00'00" | 24.00 | 37.70 |
| C6 | 90°00'00" | 24.00 | 38.48 | N45°52'13"E | 34.65 | C42 | 90°00'00" | 23.89 | 37.64 |
| C7 | 90°00'00" | 24.00 | 37.70 | N44°07'47"E | 33.94 | C43 | 90°00'00" | 24.00 | 37.70 |
| C8 | 88°25'00" | 24.00 | 36.20 | S42°20'17"W | 32.89 | C44 | 89°48'43" | 24.00 | 37.62 |
| C9 | 77°22'11" | 24.00 | 32.41 | S51°10'8"W | 30.02 | C45 | 79°23'30" | 24.00 | 33.29 |
| C10 | 77°22'11" | 24.00 | 32.41 | S50°28'41"W | 30.00 | C46 | 90°00'00" | 24.00 | 37.70 |
| C11 | 79°52'54" | 24.00 | 31.29 | S52°54'42"E | 29.11 | C47 | 90°00'00" | 24.00 | 37.70 |
| C12 | 90°00'00" | 24.00 | 37.70 | N45°52'13"E | 33.94 | C48 | 77°22'11" | 24.00 | 32.41 |
| C13 | 90°00'00" | 24.00 | 37.70 | S44°07'47"E | 33.94 | C49 | 90°00'00" | 24.00 | 37.70 |
| C14 | 90°00'00" | 24.00 | 37.70 | S45°52'13"E | 33.94 | C50 | 90°00'00" | 24.00 | 37.70 |
| C15 | 90°00'00" | 24.00 | 37.70 | N44°07'47"E | 33.94 | C51 | 77°22'11" | 24.00 | 32.41 |
| C16 | 78°52'54" | 24.00 | 33.04 | S49°41'20"W | 30.49 | C52 | 77°22'11" | 24.00 | 32.41 |
| C17 | 87°28'47" | 24.00 | 36.64 | S47°07'50"E | 33.19 | C53 | 90°00'00" | 24.00 | 37.70 |
| C18 | 4°28'21" | 500.00 | 38.74 | S61°20'57"W | 38.73 | C54 | 90°00'00" | 24.00 | 37.70 |
| C19 | 4°28'21" | 500.00 | 38.74 | N01°20'57"E | 38.73 | C55 | 90°02'11" | 24.00 | 37.71 |
| C20 | 87°28'47" | 24.00 | 36.64 | S47°07'50"E | 33.19 | C56 | 90°00'00" | 24.00 | 37.70 |
| C21 | 88°02'23" | 24.00 | 36.50 | S46°49'32"E | 33.37 | C57 | 90°00'00" | 24.00 | 37.70 |
| C22 | 88°02'13" | 24.00 | 36.88 | S45°50'59"W | 33.30 | C58 | 80°25'10" | 24.00 | 33.69 |
| C23 | 90°00'00" | 24.00 | 37.70 | N45°52'13"E | 33.94 | C59 | 78°22'29" | 24.00 | 32.83 |
| C24 | 90°00'00" | 24.00 | 37.70 | S44°07'47"E | 33.94 | C60 | 78°22'29" | 24.00 | 32.83 |
| C25 | 89°04'52" | 24.00 | 36.90 | S44°54'39"E | 33.31 | C61 | 78°22'29" | 24.00 | 32.83 |
| C26 | 88°04'52" | 24.00 | 36.90 | N41°01'13"E | 33.37 | C62 | 78°22'29" | 24.00 | 32.83 |
| C27 | 88°48'41" | 24.00 | 36.32 | S44°19'34"E | 32.07 | C63 | 80°25'10" | 24.00 | 33.69 |
| C28 | 89°17'54" | 24.00 | 37.41 | N45°11'07"W | 33.73 | C64 | 89°48'43" | 24.00 | 37.62 |
| C29 | 89°20'00" | 24.00 | 37.00 | S45°52'13"E | 33.44 | C65 | 89°48'43" | 24.00 | 37.62 |
| C30 | 87°21'12" | 24.00 | 36.59 | S44°28'59"W | 33.12 | C66 | 89°48'43" | 24.00 | 37.62 |
| C31 | 88°40'17" | 24.00 | 36.30 | N42°27'50"E | 32.94 | C67 | 17°00'39" | 38.00 | 11.29 |
| C32 | 88°40'17" | 24.00 | 36.30 | S44°12'11"E | 32.94 | C68 | 17°00'39" | 42.00 | 12.47 |
| C33 | 88°16'48" | 24.00 | 36.68 | S45°18'11"W | 33.43 | C69 | 17°00'39" | 42.00 | 12.47 |
| C34 | 87°23'21" | 24.00 | 36.61 | N44°33'54"W | 33.49 | C70 | 17°00'39" | 38.00 | 11.29 |
| C35 | 88°40'17" | 24.00 | 36.30 | N42°27'50"E | 32.94 | C71 | 82°27'10" | 59.60 | 85.77 |
| C36 | S4°08'00" | 7.99 | 7.50 | S63°49'39"E | 7.27 | C72 | 98°11'32" | 59.60 | 100.07 |

Notes:

- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
- All HOA lots are to be owned and maintained by the Homeowner's Association.
- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utility and building permits.
- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9984949927.
- According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 4812-C0038N, dated June 19, 2020 & Map No. 4812-C00350, dated April 18, 2011 for Hickory Creek, Denton County, Texas and incorporated areas, the property is within ZONE X (UNSHADED) defined as "Areas determined to be outside the 0.2% annual chance floodplain". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- Building setback lines will not be shown because there is no minimum setback in the Planning and Zoning Ordinance according to Resolution No. 2002-001.
- All lots adjacent to Floodplain must meet the Minimum Finished Floor Elevation of 588.07' Block A, Lots 1-10; Block F, Lots 1-6; Block K, Lots 1-2; Block M, Lots 1-10.
- All Open Space lots to be Sidewalk Easements



LEGEND
 P.O.B. = POINT OF BEGINNING
 HP = IRON ROD FOUND
 IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
 HFC = CAPPED IRON ROD FOUND
 BL = BUILDING LINE
 DE = DRAINAGE EASEMENT
 S.E.E. = SANITARY SEWER EASEMENT
 U.E. = UTILITY EASEMENT
 W.E. = WATER EASEMENT
 VOL. = VOLUME
 XL = CUT "X" FOUND
 P.S. = PHASE
 R.O.W. = RIGHT OF WAY
 D.S.P.C.T. = DEED RECORDS DENTON COUNTY, TEXAS
 P.R.D.C.T. = PLAT RECORDS DENTON COUNTY, TEXAS
 = STREET NAME CHANGE
 = EXISTING TAX EASEMENT TO BE ABANDONED BY THIS PLAT

| LINE TYPE LEGEND | |
|------------------|---|
| [Symbol] | BOUNDARY LINE |
| [Symbol] | IRON ROD FOUND |
| [Symbol] | IRON ROD FOUND WITH "KHA" CAP SET |
| [Symbol] | IRON ROD FOUND WITH "KHA" CAP SET AND PLASTIC CAP |
| [Symbol] | BOUNDARY LINE WITH IRON ROD FOUND |
| [Symbol] | BOUNDARY LINE WITH IRON ROD FOUND AND PLASTIC CAP |
| [Symbol] | BOUNDARY LINE WITH IRON ROD FOUND AND PLASTIC CAP AND PLASTIC CAP |
| [Symbol] | BOUNDARY LINE WITH IRON ROD FOUND AND PLASTIC CAP AND PLASTIC CAP AND PLASTIC CAP |
| [Symbol] | BOUNDARY LINE WITH IRON ROD FOUND AND PLASTIC CAP AND PLASTIC CAP AND PLASTIC CAP AND PLASTIC CAP |

FINAL PLAT RESERVE AT HICKORY CREEK

BLOCK A, LOTS 1-20, 21X; BLOCK B, LOTS 1-15, 16X; BLOCK C, LOTS 1-12, 13X; BLOCK D, LOTS 1-12, 13X; BLOCK E, LOTS 1-12, 13X; BLOCK F, LOTS 1-14, 15X; BLOCK G, LOTS 1-12, 13X; BLOCK H, LOTS 1-12, 13X; BLOCK I, LOTS 1-12, 13X; BLOCK J, LOTS 1-12, 13X; BLOCK K, LOTS 1-12, 13X; BLOCK L, LOT 1X; BLOCK M, LOTS 1-20, 21X; BLOCK N, LOTS 1-20, 21X; BLOCK O, LOTS 1-20, 21X; BLOCK P, LOTS 1-20, 21X; BLOCK Q, LOT 1X

18.8530 ACRES
225 RESIDENTIAL LOTS
17 OPEN SPACE LOTS

SITUATED IN THE
H.H. SWISHER SURVEY,
ABSTRACT NO. 1220
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS

Kimley»Horn

400 North Oklahoma Dr., Suite 105
Celina, Texas 75209
FIRM # 10194503
Tel. No. (469) 501-2200
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|----------|----------|------------|-----------|-------------|-----------|
| 1" = 60' | SPA | RHA | Feb. 2023 | 063265600 | 1 OF 2 |

OWNER/DEVELOPER:
MARKETSPACE CAPITAL, LLC
1500 Southwest Freeway,
Suite 201
Houston, TX 77074
Tel. No. (281) 776-5784
Contact: Taylor Stinnett
Email:

APPLICANT:
Kimley-Horn and Associates, Inc.
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75209
Phone: 469-501-2200
Contact: Anthony Luedtke, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOC. INC.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75209
Tel. No. (469) 501-2200
Contact: Daniel Arthur, R.P.L.S.
Email: daniel.arthur@kimley-horn.com

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS Reserve at Hickory Creek, LLC is the owner of a tract of land situated in the H.H. Swisher Survey, Abstract Number 1220, Town of Hickory Creek, Denton County, Texas, and being all of that called 18.786 acre tract of land described in deed to Reserve at Hickory Creek LLC, according to the document filed of record in Document Number 2021-133395, Deed Records Denton County, Texas (D.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "RPLS 4561" found in the north line of Turbeville Road, a variable width right-of-way, for the southeast corner of Lot 1, Block 1, The Otara at Hickory Creek, an addition to the Town of Hickory Creek according to the plat filed of record in Document Number 2022-203, (D.R.D.C.T.) same being the common southwest corner of this tract;

THENCE with the east line of said Lot 1, Block 1, same being common with the west line of this tract the following five (5) courses and distances:

North 0°52'13" West, a distance of 820.00 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner;

North 89°07'47" East, a distance of 10.00 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner;

North 0°52'13" West, a distance of 10.00 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner;

South 89°07'47" West, a distance of 10.00 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner;

North 0°52'13" West, a distance of 432.47 feet to a 1/2" iron rod found in the south line of that tract of land conveyed to Alan Harvey Goldfield & Shirley Mae Goldfield according to the document filed of record in Document Number 2013-57560 (D.R.D.C.T.), for the northeast corner of said Lot 1, Block 1, same being the northwest corner of this tract;

THENCE North 89°49'53" East, with the north line of said 18.786 acre tract, a distance of 653.80 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the northwest corner of Enclave of Hickory Creek, an addition to the Town of Hickory Creek according to the plat filed of record in Document Number 2013-198 Plat Records Denton County, Texas and being the common northeast corner of this tract;

THENCE South 0°47'22" East, with the west line of said Enclave of Hickory Creek, same being common with the east line of this tract, a distance of 1256.06 feet to an "X" out in concrete, set at the base of a wall, in the north line of the above-mentioned Turbeville Road for the southeast corner of this tract;

THENCE with said north line the following three (3) courses and distances:

South 89°50'23" West, a distance of 200.96 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner;

South 89°00'11" West, a distance of 416.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner;

South 87°58'34" West, a distance of 34.78 feet to the **POINT OF BEGINNING** and containing 821,237 square feet or 18.8530 acres of land.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

This **RESERVE AT HICKORY CREEK, LLC**, acting by and through their duly authorized agents, do hereby adopt this plat, designating the herein described property as **RESERVE AT HICKORY CREEK**, an addition to the Town of Hickory Creek, Denton County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and floodway management areas shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility).

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Hickory Creek.

WITNESS, my hand at _____, Texas, this the _____ day of _____, 2023.

RESERVE AT HICKORY CREEK, LP.

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

THAT I, Daniel Arthur, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the Town of Hickory Creek, Texas.

Dated this the _____ day of _____, 20____.

DANIEL ARTHUR
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5933
KIMLEY-HORN AND ASSOCIATES, INC.
400 NORTH OKLAHOMA DRIVE, SUITE 105
CELINA, TEXAS 75009
PH: 469-501-2200
daniel.arthur@kimley-horn.com

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Daniel Arthur, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

**FINAL PLAT
RESERVE AT HICKORY CREEK**

BLOCK A, LOTS 1-20, 21X; BLOCK B, LOTS 1-15, 16X; BLOCK C, LOTS 1-12, 13X; BLOCK D, LOTS 1-12, 13X; BLOCK E, LOTS 1-12, 13X; BLOCK F, LOTS 1-14, 15X; BLOCK G, LOTS 1-12, 13X; BLOCK H, LOTS 1-12, 13X; BLOCK I, LOTS 1-12, 13X; BLOCK J, LOTS 1-12, 13X; BLOCK K, LOTS 1-12, 13X; BLOCK L, LOT 1X; BLOCK M, LOTS 1-20, 21X; BLOCK N, LOTS 1-20, 21X; BLOCK O, LOTS 1-20, 21X; BLOCK P, LOTS 1-20, 21X; BLOCK Q, LOT 1X

**18.8530 ACRES
225 RESIDENTIAL LOTS
17 OPEN SPACE LOTS**

**SITUATED IN THE
H.H. SWISHER SURVEY,
ABSTRACT NO. 1220
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS**

RECOMMENDED FOR APPROVAL

Chairman, Planning and Zoning Commission _____ Date _____
Town of Hickory Creek, Texas

APPROVED AND ACCEPTED

Mayor, Town of Hickory Creek, Texas _____ Date _____

The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the Reserve at Hickory Creek subdivision on addition to the Town of Hickory Creek was submitted to the town council on the _____ of _____, 2023, and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and said council further authorized the Mayor to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Town Secretary _____ Date _____
Town of Hickory Creek, Texas

Kimley»Horn
400 North Oklahoma Dr., Suite 105 Celina, Texas 75009 FIRM # 10194503 Tel. No. (469) 501-2200 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|-------|----------|------------|-----------|-------------|-----------|
| NA | SPA | KHA | Feb. 2023 | 063266500 | 2 OF 2 |

OWNER/DEVELOPER:
MARKETSPACE CAPITAL, LLC
9100 Southwest Freeway,
Suite 201
Houston, TX 77074
Tel. No. (281) 775-8784
Contact: Taylor Stinnett
Email:

APPLICANT:
Kimley-Horn and Associates, Inc.
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009
Phone: 469-501-2200
Contact: Anthony Loeffel, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOC. INC.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
Contact: Daniel Arthur, R.P.L.S.
Email: daniel.arthur@kimley-horn.com

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2023-03-____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING ORDINANCE 2022-08-908; THE 2022-2023 BUDGET AS ADOPTED; PROVIDING A REPEALER, PROVIDING A SEVERABILITY CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the amended budget as prepared by the Mayor of the Town of Hickory Creek, Texas has been presented during a regular meeting for the purposes of amending the 2022-2023 budget.

WHEREAS, on this the 27th day of March, 2023, the Town Council of the Town of Hickory Creek, Texas, in a public meeting duly called, pursuant to proper agenda item __, was presented the motion by _____ which was properly seconded by _____ providing for the adoption of the amended budget for the fiscal period October 1, 2022 to September 30, 2023; a vote being called the motion carried by a vote of _____ in favor to _____ against; accordingly the Ordinance passed.

The Town Council voted by roll-call as follows:

Aye Nay

Randy Gibbons:

Richard Dupree:

Chris Gordon:

Paul Kenney:

Ian Theodore:

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

**SECTION 1
ADOPTION OF THE AMENDED BUDGET**

The amended budget for the Town of Hickory Creek, Texas for the fiscal period beginning October 1, 2022 and ending September 30, 2023, in words and figures as shown therein is adopted and approved as filed herewith.

**SECTION 2
REPEALER**

That all ordinances of the Town of Hickory Creek, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other ordinances not in conflict with this ordinance shall remain in full force and effect.

SECTION 3
SEVERABILITY

That should any word, phrase, paragraph, section or portion of this ordinance, as amended hereby, be held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 4
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 27^h day of March, 2023 by a vote of __ to ____.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**Town of Hickory Creek
Budget Amendment Proposal
March 27, 2023**

| Ordinary Income/Expense | Oct '22 - March 17, 2023 | Budget | % of Budget | Proposed Amended | Difference |
|--|--------------------------|---------------------|----------------|---------------------|-------------------|
| Ad Valorem Tax Revenue | | | | | |
| 4002 M&O | 1,530,793.86 | 1,573,408.00 | 97.3% | 1,573,408.00 | |
| 4004 M&O Penalties & Interest | 4,016.80 | 2,500.00 | 160.7% | 4,500.00 | 2,000.00 |
| 4006 Delinquent M&O | 2,752.61 | 1,000.00 | 275.3% | 3,000.00 | 2,000.00 |
| 4008 I&S Debt Service | 814,362.63 | 836,400.00 | 97.4% | 836,400.00 | |
| 4010 I&S Penalties & Interest | 1,771.79 | 1,500.00 | 118.1% | 2,000.00 | 500.00 |
| 4012 Delinquent I&S | 1,116.31 | 500.00 | 223.3% | 2,000.00 | 1,500.00 |
| Total Ad Valorem Tax Revenue | 2,354,814.00 | 2,415,308.00 | 97.5% | 2,421,308.00 | 6,000.00 |
| Building Department Revenue | | | | | |
| 4102 Building Permits | 1,380,691.19 | 550,000.00 | 251.0% | 1,500,000.00 | 950,000.00 |
| 4104 Certificate of Occupancy | 12,750.00 | 20,000.00 | 63.8% | 20,000.00 | |
| 4106 Contractor Registration | 3,825.00 | 5,500.00 | 69.5% | 5,500.00 | |
| 4108 Preliminary/Final Plat | 1,700.00 | 0.00 | 100.0% | 1,700.00 | 1,700.00 |
| 4110 Prelim/Final Site Plan | 1,700.00 | 0.00 | 100.0% | 1,700.00 | 1,700.00 |
| 4112 Health Inspections | 4,140.00 | 10,000.00 | 41.4% | 10,000.00 | |
| 4122 Septic Permits | 0.00 | 2,200.00 | 0.0% | 1,100.00 | (1,100.00) |
| 4124 Sign Permits | 200.00 | 1,000.00 | 20.0% | 1,000.00 | |
| 4126 Special Use Permit | 0.00 | 200.00 | 0.0% | 200.00 | |
| 4128 Variance Fee | 3,075.00 | 1,500.00 | 205.0% | 5,000.00 | 3,500.00 |
| 4130 Vendor Fee | 0.00 | 75.00 | 0.0% | 75.00 | |
| 4132 Alarm Permit Fees | 325.00 | 500.00 | 65.0% | 500.00 | |
| Total Building Department Revenue | 1,408,406.19 | 590,975.00 | 238.3% | 1,546,775.00 | 955,800.00 |
| Franchise Fee Revenue | | | | | |
| 4202 Atmos Energy | 0.00 | 65,000.00 | 0.0% | 65,000.00 | |
| 4204 Charter Communications | 20,828.54 | 36,500.00 | 57.1% | 36,500.00 | |
| 4206 CenturyLink | 0.00 | 0.00 | 0.0% | 0.00 | |
| 4208 CoServ | 3,724.98 | 4,700.00 | 79.3% | 4,700.00 | |
| 4210 Oncor Electric | 142,363.40 | 138,000.00 | 103.2% | 142,364.00 | 4,364.00 |
| 4212 Republic Services | 27,306.90 | 48,000.00 | 56.9% | 48,000.00 | |
| Total Franchise Fee Revenue | 194,223.82 | 292,200.00 | 66.5% | 296,564.00 | 4,364.00 |
| Interest Revenue | | | | | |
| 4330 General Fund Interest | 6.16 | 25.00 | 24.6% | 25.00 | |
| 4332 Investment Interest | 165,084.71 | 10,500.00 | 1572.2% | 185,000.00 | 174,500.00 |
| Total Interest Revenue | 165,090.87 | 10,525.00 | 1568.6% | 185,025.00 | 174,500.00 |
| Interlocal Revenue | | | | | |
| 4402 Corp Contract Current Year | 0.00 | 51,000.00 | 0.0% | 51,000.00 | |
| Total Interlocal Revenue | 0.00 | 51,000.00 | 0.0% | 51,000.00 | 0.00 |

**Town of Hickory Creek
Budget Amendment Proposal
March 27, 2023**

| | Oct '22 - March 17, 2023 | Budget | % of Budget | Proposed Amended | Difference |
|---------------------------------------|------------------------------------|------------------------------------|------------------------------------|-------------------------|---------------------|
| Miscellaneous Revenue | | | | | |
| 4502 Animal Adoption & Impound | 7,104.20 | 6,200.00 | 114.6% | 7,200.00 | 1,000.00 |
| 4506 Animal Shelter Donations | 940.00 | 1,500.00 | 62.7% | 1,500.00 | |
| 4508 Annual Park Passes | 3,453.00 | 10,000.00 | 34.5% | 10,000.00 | |
| 4510 Arrowhead Park Fees | 6,603.00 | 36,000.00 | 18.3% | 36,000.00 | |
| 4512 Beer & Wine Permit | 30.00 | 150.00 | 20.0% | 150.00 | |
| 4516 Corp Parks Fund Reserve | 0.00 | 0.00 | 0.0% | 53,250.00 | 53,250.00 |
| 4518 Drug Forfeiture | 0.00 | 0.00 | 0.0% | 0.00 | |
| 4520 Drug Seizure | 0.00 | 0.00 | 0.0% | 0.00 | |
| 4524 Fund Balance Reserve | 0.00 | 0.00 | 0.0% | 0.00 | |
| 4526 Mineral Rights | 717.48 | 1,000.00 | 71.7% | 1,000.00 | |
| 4530 Other Receivables | 149,878.60 | 50,000.00 | 299.8% | 50,000.00 | |
| 4534 PD State Training | 1,113.51 | 0.00 | 100.0% | 1,114.00 | 1,114.00 |
| 4536 Point Vista Park Fees | 3,816.00 | 10,000.00 | 38.2% | 10,000.00 | |
| 4546 Street Improvement Restricted | 0.00 | 0.00 | 0.0% | 0.00 | |
| 4550 Sycamore Bend Fees | 580.00 | 0.00 | 100.0% | 25,000.00 | 25,000.00 |
| 4554 Building Security Fund Reserve | 0.00 | 0.00 | 0.0% | 0.00 | |
| 4556 Court Tech Fund Reserve | 0.00 | 0.00 | 0.0% | 0.00 | |
| 4558 Harbor Lane/Sycamore Bend | 7,000.00 | 8,750.00 | 80.0% | 8,750.00 | |
| 4560 2020 CO Proceeds | 0.00 | 3,000,000.00 | 0.0% | 3,000,000.00 | |
| 4562 Coronavirus Local Recovery Funds | 0.00 | 595,240.00 | 0.0% | 595,240.00 | |
| 4564 Task Force Forfeiture | 0.00 | 0.00 | 0.0% | 0.00 | |
| 4566 Interlocal Agreements | 22-23 Amended Budget New Line Item | 22-23 Amended Budget New Line Item | 22-23 Amended Budget New Line Item | 188,700.00 | 188,700.00 |
| Total Miscellaneous Revenue | 181,235.79 | 3,718,840.00 | 4.9% | 3,987,904.00 | 269,064.00 |
| Municipal Court Revenue | | | | | |
| 4602 Building Security Fund | 6,142.42 | 18,023.00 | 34.1% | 18,023.00 | |
| 4604 Citations | 205,283.64 | 550,000.00 | 37.3% | 550,000.00 | |
| 4606 Court Technology Fund | 5,175.07 | 15,963.00 | 32.4% | 15,963.00 | |
| 4608 Jury Fund | 119.02 | 200.00 | 59.5% | 200.00 | |
| 4610 Truancy Fund | 5,820.28 | 0.00 | 100.0% | 0.00 | |
| 4612 State Court Costs | 103,777.36 | 311,060.00 | 33.4% | 311,060.00 | |
| 4614 Child Safety Fee | 0.00 | 800.00 | 0.0% | 800.00 | |
| Total Municipal Court Revenue | 326,317.79 | 896,046.00 | 36.4% | 896,046.00 | 0.00 |
| Sales Tax Revenue | | | | | |
| 4702 Sales Tax General Fund | 1,079,076.15 | 1,872,500.00 | 57.6% | 1,872,500.00 | |
| 4706 Sales Tax 4B Corporation | 154,153.74 | 267,500.00 | 57.6% | 267,500.00 | |
| 4708 Sales Tax Mixed Beverage | 15,388.87 | 30,000.00 | 0.0% | 30,000.00 | |
| 4710 Hotel Occupancy Tax | 22-23 Amended Budget New Line Item | 22-23 Amended Budget New Line Item | 22-23 Amended Budget New Line Item | 3,500.00 | 3,500.00 |
| Total Sales Tax Revenue | 1,248,618.76 | 2,170,000.00 | 57.5% | 2,173,500.00 | 3,500.00 |
| Total Income | 5,878,707.22 | 10,144,894.00 | 57.9% | 11,558,122.00 | 1,413,228.00 |

**Town of Hickory Creek
Budget Amendment Proposal
March 27, 2023**

| | Oct '22 - March 17, 2023 | Budget | % of Budget | Proposed Amended | Difference |
|---------------------------------|------------------------------------|------------------------------------|------------------------------------|-------------------------|---------------------|
| Capital Outlay | | | | | |
| 5010 Street Maintenance | 7,932.65 | 25,000.00 | 31.7% | 25,000.00 | |
| 5012 Streets & Road Improvement | 37,708.24 | 700,000.00 | 5.4% | 700,000.00 | |
| 5022 Parks and Rec Improvements | 118,995.00 | 500,000.00 | 23.8% | 500,000.00 | |
| 5024 Public Safety Improvements | 1,070.00 | 500,000.00 | 0.2% | 500,000.00 | |
| 5026 Fleet Vehicles | 130,584.98 | 110,000.00 | 118.7% | 205,000.00 | 95,000.00 |
| 5030 Sycamore Bend Construction | 272,172.98 | 1,300,000.00 | 20.9% | 1,300,000.00 | |
| 5032 Broadband Initiative | 137,120.00 | 595,240.00 | 23.0% | 595,240.00 | |
| Total Capital Outlay | 705,583.85 | 3,730,240.00 | 18.9% | 3,825,240.00 | 95,000.00 |
| Debt Service | | | | | |
| 5106 2012 Refunding Bond Series | 1,295.50 | 81,648.00 | 1.6% | 81,648.00 | |
| 5110 2015 Refunding Bond Series | 49,126.25 | 307,650.00 | 16.0% | 307,650.00 | |
| 5112 2015 C.O. Series | 54,201.25 | 276,800.00 | 19.6% | 276,800.00 | |
| 5114 2020 C.O. Series | 51,476.25 | 251,950.00 | 20.4% | 251,950.00 | |
| Total Debt Service | 156,099.25 | 918,048.00 | 17.0% | 918,048.00 | 0.00 |
| General Government | | | | | |
| 5202 Bank Service Charges | 105.00 | 200.00 | 52.5% | 200.00 | |
| 5204 Books & Subscriptions | 207.00 | 150.00 | 138.0% | 300.00 | 150.00 |
| 5206 Computer Hardware/Software | 13,732.81 | 50,000.00 | 27.5% | 150,000.00 | 100,000.00 |
| 5208 Copier Rental | 1,809.76 | 4,200.00 | 43.1% | 4,200.00 | |
| 5210 Dues & Memberships | 1,530.25 | 3,000.00 | 51.0% | 3,000.00 | |
| 5212 EDC Tax Payment | 131,886.66 | 267,500.00 | 49.3% | 267,500.00 | |
| 5214 Election Expenses | 14,908.19 | 10,500.00 | 142.0% | 15,000.00 | 4,500.00 |
| 5216 Volunteer/Staff Events | 2,612.97 | 10,500.00 | 24.9% | 10,500.00 | |
| 5218 General Communications | 14,475.08 | 32,000.00 | 45.2% | 32,000.00 | |
| 5222 Office Supplies & Equip. | 1,294.16 | 5,000.00 | 25.9% | 4,000.00 | (1,000.00) |
| 5224 Postage | 3,982.71 | 5,800.00 | 68.7% | 5,800.00 | |
| 5226 Community Cause | 86.82 | 3,000.00 | 2.9% | 3,000.00 | |
| 5228 Town Council/Board Expense | 2,841.77 | 9,000.00 | 31.6% | 9,000.00 | |
| 5230 Training & Education | 349.00 | 1,500.00 | 23.3% | 1,500.00 | |
| 5232 Travel Expense | 986.51 | 1,500.00 | 65.8% | 1,500.00 | |
| 5234 Staff Uniforms | 794.09 | 500.00 | 158.8% | 800.00 | 300.00 |
| 5236 Transfer to Reserve | 22-23 Amended Budget New Line Item | 22-23 Amended Budget New Line Item | 22-23 Amended Budget New Line Item | 911,664.00 | 911,664.00 |
| Total General Government | 191,602.78 | 404,350.00 | 47.4% | 1,419,964.00 | 1,015,614.00 |

**Town of Hickory Creek
Budget Amendment Proposal
March 27, 2023**

| | Oct '22 - March 17, 2023 | Budget | % of Budget | Proposed Amended | Difference |
|--------------------------------------|------------------------------------|------------------------------------|------------------------------------|-------------------------|-------------------|
| Municipal Court | | | | | |
| 5302 Books & Subscriptions | 0.00 | 75.00 | 0.0% | 75.00 | |
| 5304 Building Security | 0.00 | 18,023.00 | 0.0% | 18,023.00 | |
| 5312 Court Technology | 7,162.12 | 15,963.00 | 44.9% | 15,963.00 | |
| 5314 Dues & Memberships | 0.00 | 12.00 | 0.0% | 150.00 | 138.00 |
| 5318 Merchant Fees/Credit Cards | 539.41 | 0.00 | 100.0% | 0.00 | |
| 5322 Office Supplies/Equipment | 23.53 | 1,200.00 | 2.0% | 750.00 | (450.00) |
| 5324 State Court Costs | 136,924.22 | 311,060.00 | 44.0% | 311,060.00 | |
| 5326 Training & Education | 0.00 | 100.00 | 0.0% | 100.00 | |
| 5328 Travel Expense | 47.16 | 500.00 | 9.4% | 500.00 | |
| 5332 Warrants Collected | -5,779.99 | 0.00 | 100.0% | 0.00 | |
| Total Municipal Court | 138,916.45 | 346,933.00 | 40.0% | 346,621.00 | (312.00) |
| Parks and Recreation | | | | | |
| 5402 Events | 0.00 | 2,000.00 | 0.0% | 2,000.00 | |
| 5408 Tanglewood Park | 3,070.60 | 2,000.00 | 153.5% | 5,000.00 | 3,000.00 |
| 5412 KHCB | 200.00 | 500.00 | 40.0% | 500.00 | |
| 5414 Tree City USA | 228.13 | 500.00 | 45.6% | 500.00 | |
| 5416 Town Hall Park | 0.00 | 0.00 | 0.0% | 0.00 | |
| Total Parks and Recreation | 3,498.73 | 5,000.00 | 70.0% | 8,000.00 | 3,000.00 |
| Parks Corps of Engineer | | | | | |
| 5432 Arrowhead | 96,030.47 | 21,750.00 | 441.5% | 100,000.00 | 78,250.00 |
| 5434 Harbor Grove | 680.06 | 5,000.00 | 13.6% | 5,000.00 | |
| 5436 Point Vista | 3,127.56 | 7,500.00 | 41.7% | 7,500.00 | |
| 5438 Sycamore Bend | 8,871.79 | 21,750.00 | 40.8% | 21,750.00 | |
| Total Parks Corps of Engineer | 108,709.88 | 56,000.00 | 194.1% | 134,250.00 | 78,250.00 |
| Personnel | | | | | |
| 5502 Administration Wages | 230,585.87 | 497,988.00 | 46.3% | 413,630.00 | (84,358.00) |
| 5504 Municipal Court Wages | 22-23 Amended Budget New Line Item | 22-23 Amended Budget New Line Item | 22-23 Amended Budget New Line Item | 84,358.00 | 84,358.00 |
| 5506 Police Wages | 478,889.26 | 1,109,152.00 | 43.2% | 1,109,152.00 | |
| 5507 Police Overtime Wages | 16,392.03 | 15,000.00 | 109.3% | 15,000.00 | |
| 5508 Public Works Wages | 79,544.90 | 216,968.00 | 36.7% | 273,860.00 | 56,892.00 |
| 5509 Public Works Overtime Wage | 1,185.79 | 2,500.00 | 47.4% | 2,500.00 | |
| 5510 Health Insurance | 130,119.59 | 282,730.00 | 46.0% | 291,696.00 | 8,966.00 |
| 5512 Longevity | 14,265.00 | 14,600.00 | 97.7% | 14,300.00 | (300.00) |
| 5514 Payroll Expense | 12,872.45 | 22,000.00 | 58.5% | 22,000.00 | |
| 5516 Employment Exams | 1,005.00 | 2,500.00 | 40.2% | 2,500.00 | |
| 5518 Retirement (TMRS) | 138,201.54 | 278,222.00 | 49.7% | 279,462.00 | 1,240.00 |
| 5520 Unemployment (TWC) | 6.65 | 2,500.00 | 0.3% | 2,500.00 | |
| 5522 Workman's Compensation | 38,765.14 | 38,500.00 | 100.7% | 38,766.00 | 266.00 |
| Total Personnel | 1,141,833.22 | 2,482,660.00 | 46.0% | 2,549,724.00 | 67,064.00 |

**Town of Hickory Creek
Budget Amendment Proposal
March 27, 2023**

| | <u>Oct '22 - March 17, 2023</u> | <u>Budget</u> | <u>% of Budget</u> | <u>Proposed Amended</u> | <u>Difference</u> |
|--------------------------------------|---------------------------------|-------------------|--------------------|-------------------------|-------------------|
| Police Department | | | | | |
| 5602 Auto Gas & Oil | 18,384.57 | 35,000.00 | 52.5% | 35,000.00 | |
| 5606 Auto Maintenance & Repair | 16,485.68 | 25,000.00 | 65.9% | 25,000.00 | |
| 5610 Books & Subscriptions | 202.00 | 750.00 | 26.9% | 750.00 | |
| 5612 Computer Hardware/Software | 43,178.02 | 40,000.00 | 107.9% | 45,000.00 | 5,000.00 |
| 5614 Crime Lab Analysis | 2,159.70 | 3,500.00 | 61.7% | 3,500.00 | |
| 5616 Drug Forfeiture | 0.00 | 0.00 | 0.0% | 0.00 | |
| 5618 Dues & Memberships | 190.00 | 500.00 | 38.0% | 500.00 | |
| 5626 Office Supplies/Equipment | 1,168.82 | 1,800.00 | 64.9% | 1,800.00 | |
| 5630 Personnel Equipment | 44,099.10 | 35,000.00 | 126.0% | 50,000.00 | 15,000.00 |
| 5634 Travel Expense | 406.76 | 2,500.00 | 16.3% | 2,500.00 | |
| 5636 Uniforms | 6,546.87 | 10,000.00 | 65.5% | 10,000.00 | |
| 5640 Training & Education | 2,869.22 | 8,500.00 | 33.8% | 8,500.00 | |
| 5644 Citizens on Patrol | 0.00 | 500.00 | 0.0% | 250.00 | (250.00) |
| 5646 Community Outreach | 619.92 | 4,000.00 | 15.5% | 2,000.00 | (2,000.00) |
| 5648 K9 Unit | 11,478.11 | 5,000.00 | 229.6% | 14,500.00 | 9,500.00 |
| 5650 Task Force Forfeiture | 0.00 | 15,000.00 | 0.0% | 10,000.00 | (5,000.00) |
| Total Police Department | <u>147,788.77</u> | <u>187,050.00</u> | <u>79.0%</u> | <u>209,300.00</u> | <u>22,250.00</u> |
| Public Works Department | | | | | |
| 5702 Animal Control Donation | 0.00 | 1,500.00 | 0.0% | 1,500.00 | |
| 5704 Animal Control Equipment | -361.96 | 500.00 | -72.4% | 2,000.00 | 1,500.00 |
| 5706 Animal Control Supplies | -11.32 | 900.00 | -1.3% | 4,500.00 | 3,600.00 |
| 5708 Animal Control Vet Fees | 227.44 | 12,500.00 | 1.8% | 15,000.00 | 2,500.00 |
| 5710 Auto Gas & Oil | 4,316.24 | 20,000.00 | 21.6% | 20,000.00 | |
| 5714 Auto Maintenance/Repair | 9,240.26 | 7,000.00 | 132.0% | 10,000.00 | 3,000.00 |
| 5716 Beautification | 3,610.79 | 45,000.00 | 8.0% | 145,000.00 | 100,000.00 |
| 5718 Computer Hardware/Software | 0.00 | 1,000.00 | 0.0% | 1,000.00 | |
| 5720 Dues & Memberships | 100.00 | 350.00 | 28.6% | 350.00 | |
| 5722 Equipment | 0.00 | 5,000.00 | 0.0% | 5,000.00 | |
| 5724 Equipment Maintenance | 2,638.20 | 6,000.00 | 44.0% | 6,000.00 | |
| 5726 Equipment Rental | 0.00 | 1,500.00 | 0.0% | 1,500.00 | |
| 5728 Equipment Supplies | 1,949.43 | 5,000.00 | 39.0% | 5,000.00 | |
| 5732 Office Supplies/Equipment | 420.02 | 500.00 | 84.0% | 500.00 | |
| 5734 Communications | 1,893.85 | 3,800.00 | 49.8% | 3,800.00 | |
| 5738 Training | 574.00 | 800.00 | 71.8% | 800.00 | |
| 5740 Travel Expense | 2,266.10 | 1,000.00 | 226.6% | 3,000.00 | 2,000.00 |
| 5742 Uniforms | 1,334.31 | 2,500.00 | 53.4% | 2,500.00 | |
| 5748 Landscaping Services | 7,751.36 | 90,000.00 | 8.6% | 90,000.00 | |
| Total Public Works Department | <u>35,948.72</u> | <u>204,850.00</u> | <u>17.5%</u> | <u>317,450.00</u> | <u>112,600.00</u> |

**Town of Hickory Creek
Budget Amendment Proposal
March 27, 2023**

| | <u>Oct '22 - March 17, 2023</u> | <u>Budget</u> | <u>% of Budget</u> | <u>Proposed Amended</u> | <u>Difference</u> |
|--|------------------------------------|------------------------------------|------------------------------------|-------------------------|-------------------|
| Services | | | | | |
| 5802 Appraisal District | 6,942.52 | 15,375.00 | 45.2% | 14,000.00 | (1,375.00) |
| 5804 Attorney Fees | 15,944.35 | 60,000.00 | 26.6% | 60,000.00 | |
| 5806 Audit | 15,000.00 | 14,000.00 | 107.1% | 15,000.00 | 1,000.00 |
| 5808 Codification | 0.00 | 2,000.00 | 0.0% | 2,000.00 | |
| 5812 Document Management | 0.00 | 750.00 | 0.0% | 750.00 | |
| 5814 Engineering | 100,839.97 | 175,000.00 | 57.6% | 175,000.00 | |
| 5816 General Insurance | 43,717.80 | 44,000.00 | 99.4% | 43,718.00 | (282.00) |
| 5818 Inspections | 28,835.00 | 75,000.00 | 38.4% | 75,000.00 | |
| 5820 Fire Service | 728,019.00 | 970,692.00 | 75.0% | 970,692.00 | |
| 5822 Legal Notices/Advertising | 2,827.70 | 2,500.00 | 113.1% | 3,500.00 | 1,000.00 |
| 5824 Library Services | 535.40 | 850.00 | 63.0% | 850.00 | |
| 5826 Municipal Judge | 6,900.00 | 13,800.00 | 50.0% | 13,800.00 | |
| 5828 Printing | 1,834.30 | 1,500.00 | 122.3% | 2,500.00 | 1,000.00 |
| 5830 Tax Collection | 2,851.00 | 2,700.00 | 105.6% | 3,000.00 | 300.00 |
| 5832 Computer Technical Support | 42,081.20 | 42,082.00 | 100.0% | 42,082.00 | |
| 5838 DCCAC | 0.00 | 3,400.00 | 0.0% | 3,400.00 | |
| 5840 Denton County Dispatch | 0.00 | 29,383.00 | 0.0% | 29,383.00 | |
| 5844 Helping Hands | 0.00 | 200.00 | 0.0% | 200.00 | |
| 5846 Span Transit Services | 0.00 | 200.00 | 0.0% | 200.00 | |
| 5848 Recording Fees | 22-23 Amended Budget New Line Item | 22-23 Amended Budget New Line Item | 22-23 Amended Budget New Line Item | 500.00 | 500.00 |
| Total Services | 996,328.24 | 1,453,432.00 | 68.6% | 1,455,575.00 | 2,143.00 |
| Special Events | | | | | |
| 6012 Special Events | 1,788.35 | 30,000.00 | 6.0% | 30,000.00 | |
| Total Special Events | 1,788.35 | 30,000.00 | 6.0% | 30,000.00 | 0.00 |
| Utilities & Maintenance | | | | | |
| 5902 Bldg. Maintenance/Supplies | 81,310.40 | 207,381.00 | 39.2% | 225,000.00 | 17,619.00 |
| 5904 Electric | 11,472.21 | 27,000.00 | 42.5% | 27,000.00 | |
| 5906 Gas | 1,317.13 | 1,950.00 | 67.5% | 1,950.00 | |
| 5908 Street Lighting | 16,879.94 | 40,000.00 | 42.2% | 40,000.00 | |
| 5910 Telephone | 21,204.88 | 35,000.00 | 60.6% | 35,000.00 | |
| 5912 Water | 9,491.02 | 15,000.00 | 63.3% | 15,000.00 | |
| Total Utilities & Maintenance | 141,675.58 | 326,331.00 | 43.4% | 343,950.00 | 17,619.00 |
| Total Expense | 3,769,773.82 | 10,144,894.00 | 37.2% | 11,558,122.00 | |
| Net Ordinary Income | 2,108,933.40 | 0.00 | 100.0% | 0.00 | |
| | 2,108,933.40 | 0.00 | 100.0% | 0.00 | |

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0327-__**

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

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

WHEREAS, the Town Council has been presented with a Work Order Authorization Agreement for professional engineering services for the Denton County Bond Street work (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 27th day of March, 2023.

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

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON
A DEFINED SCOPE OF SERVICES BASIS**

This Agreement for Professional Engineering Services (“Agreement”) is entered into by the **Town of Hickory Creek** a **General Law City** of the State of **Texas** (“Client”), duly authorized to act by the **Town Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer (“Engineer”), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the “Parties” or individually as a “Party”.

WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

II. SERVICES TO BE PERFORMED BY ENGINEER. Engineer shall provide to Client basic engineering services as described in the Scope of Services attachment and fully incorporated herein as “**Exhibit A**” which services may include, but will not be limited to, those services normally rendered by an engineer to a **General Law City**. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. COMPENSATION. Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer’s receipt of payment(s) from Client is not contingent upon Client’s receipt of payment, funding, reimbursement, or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates.

IV. CLIENT’S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client’s representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client, when necessitated by a project, (iii) provide site access, and to provide those services described in the attached Scope of Services, assist Engineer in obtaining access to property necessary for performance of Engineer’s work for Client, (iv) make prompt payments in response to Engineer’s statements and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client’s representatives.

V. TERMINATION OF WORK. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days’ prior written notice. Client agrees that termination of Engineer for Client’s convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer’s services under this Agreement by Client or by another service provider. Following Engineer’s receipt of such termination notice Client shall, within ten (10) calendar days of Client’s receipt of Engineer’s final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer’s receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS. Upon Engineer’s completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer’s performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client

understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. SOLE PARTIES AND ENTIRE AGREEMENT. This Agreement shall not create any rights or benefits to anyone except Client and Engineer and contains the entire Agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

IX. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing any work for Client.

X. PROMPT PERFORMANCE BY ENGINEER. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of **Texas** applicable to such engineering services contemplated by this Agreement.

XI. CLIENT OBJECTION TO PERSONNEL. If at any time after entering into this Agreement Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

XIII. JURISDICTION AND VENUE. This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Denton County, Texas**.

XIV. INTEGRATION, MERGER AND SEVERABILITY. This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement

supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. TIMELINESS OF PERFORMANCE. To the extent of compliance with applicable law, including Texas Local Government Code §271.904(d)(2) which requires the Engineer to perform its services in a timely manner consistent with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional licensure, the Parties agree that, except as limited above and except to the extent that Engineer's performance of services is impacted by information, decisions, guidance, direction, data or review by others, that should Engineer fail to meet the time limits for completion as identified in "Exhibit A" of this Agreement, but only to the extent such is caused solely and exclusively by Engineer's willful misconduct, that such failure will result in City having the right to assess liquidated damages of \$50.00 per day for each consecutive business day until the plans, if any, are submitted and with the further understanding that any such liquidated damages will only be actionable up to a capped amount of \$10,000 and then only to the extent payable by applicable required insurance pursuant to this Agreement.

XVII. DISPUTE RESOLUTION. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two (2) meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) calendar days following the initial meeting. Subsequent meetings, if any, may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A

CONDITION, COMPONENT, OR ITEM IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XX. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XXI. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: TOWN OF HICKORY CREEK, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT “A”
SCOPE OF SERVICES
for
Construction Plans, Specifications and Estimates
DENTON COUNTY BOND STREETS
in
THE TOWN OF HICKORY CREEK

Half Associates, Inc. (Professional) will provide professional services to the Town of Hickory Creek (Town) for the development of construction plans, specifications, and estimates to be used in the reconstruction of Town streets as described below.

1. Description:

The purpose of this project is to design the reconstruction and widening of four (4) asphalt streets, totaling 11,050 linear feet. They are as follows:

South Hook Street and Garth Lane – Main Street to Wolters Street (4,710 LF)

Country Lane – Oak Drive to Woodlake Road (1,030 LF)

Harbor Lane – Strait Lane to Road D (2,190 LF)

Point Vista Road – 210 feet south of Stamford Drive to Point Vista Estates (3,120 LF)

It is anticipated that the asphalt streets will be widened and reconstructed from an existing 20- to 24-foot wide section to a 28-foot wide reinforced concrete section per the recommendations of the Geotechnical Engineering Report. New sidewalks and driveway returns within street rights-of-way will be constructed where the condition and material composition necessitates. All streets shall include drainage improvements and will include utility adjustments as necessary.

2. Assumptions:

- A.** Professional services shall include only services that are normal and customary and are not represented as including special services or those requiring expertise that is greater than that provided by other service providers.
- B.** Design services of the streets shall be separated into Phases and have a staggered schedule of submittals as detailed below in Section 5 “Schedule.”

- C. Right-of-Way Acquisition is not included in this proposal. All Right-of-Way Acquisition will be handled by the Town. Right-of-Way Acquisition and/or Negotiation services can be provided for an additional fee.
- D. Floodplain Analysis and Drainage Studies will not be necessary for this project and are not included in this proposal. If it is determined during design that a downstream assessment is necessary, Hydraulic & Hydrologic Analysis services can be provided for an additional fee.
- E. Professional will provide a Traffic Control and Sequencing Plan following TMUTCD established minimums. Contractor will be responsible for submitting the final Traffic Control Plan for Town approval.
- F. Construction Staking, Management, Inspection and Materials Testing is not included in this proposal.

3. Work Plan:

A. Data Collection and Field Assessment:

- (1) Perform field assessment of the proposed corridor and prepare photographic record of major features.
- (2) Obtain master plans, record drawings and other records from the Town.
- (3) Obtain deeds, easements, plats and other property records from the Denton County Appraisal District.
- (4) Professional shall prepare for and participate in one (1) project kick-off meeting. Professional shall prepare and distribute meeting minutes.
- (5) Fee for this service is included in Basic Fee Services.

B. Site Visit: The Professional shall conduct up to two (2) site visits per street

- (1) Verify the existing features and above ground utilities were captured by the survey.

C. Design Surveys (Topographic and Boundary): The Professional shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. The following particulars will also apply.

- (1) Vertical benchmarks shall be established such that all points of construction shall be within 500 feet of a benchmark. Benchmarks

should not be subject to loss during construction. Fire hydrants and similar appurtenances are not to be used for benchmarks. The surveyor shall establish temporary benchmarks throughout the length of the project.

- (2) Topographic features will be surveyed along with any and all other features needed for design, review, permitting, construction, and inspection of the project. Coverage will extend beyond the proposed rights-of-way far enough to integrate the design with the adjacent properties.
- (3) Existing property corners, iron pins, etc. shall be tied in order to establish existing rights-of-way. Prior to surveying on private property, the surveyor shall secure written permission from the property owners and/or tenant and shall provide the Town a copy of said written permission. Should only oral permission be granted, the surveyor shall document the permission granted by letter to the property owner/tenant, with a copy to the Town. If permission cannot be obtained, the Town will assist or other arrangements will be worked out.
- (4) Consultant shall use a combination of mobile LiDAR and conventional survey as necessary to collect field data. Feature extraction for the above two items will include detailed list shown below in "Deliverables."
- (5) Deliverables:
 - a. Survey files will be delivered in MicroStation or AutoCAD CADD files.
 - b. Topographic survey will include a DTM with minor contours at 1-foot intervals and major contours at 5-foot intervals and site planimetric along the route.
 - c. Locate topographic features along with any above-ground features needed, such as edges of pavement, curbs and gutter, sidewalks, building corners, power poles, valves and other appurtenances.

D. Right-of-Way and Easement Documents: The Professional shall evaluate where Right-of-way and easements may be required.

- (1) A maximum of six (6) individual permanent ROW or easement exhibits/parcels and maximum of four (4) individual temporary construction easement exhibits/parcels shall be prepared on 8.5" x 11" paper and shall include area required, area remaining, parcel number, and owner of record. Individual exhibits shall be stamped, dated, and signed by a Registered Land Surveyor. Additional parcels, if required, shall be prepared for an additional fee.

- (2) Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the Town of Hickory Creek as soon as possible and prior to the preliminary plan submittal.
- (3) Legal descriptions shall reference volume, page and owner of record and shall be incorporated into the standard Town of Hickory Creek instrument document.
- (4) Upon approval of the Right-of-Way plans by the Town, Professional shall then stake and flag the taking for inspection by the appraiser and property owner. The documents, including legal description, shall be furnished to the Town in PDF format.

E. Subsurface Utilities Engineering (SUE) Services:

The Professional will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." This standard defines the following Quality Levels:

A. Quality Level-A

- i. Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents. Quality Level A services are not included in this proposal. The Professional shall notify the Town of the need for Level A services as they arise. The Town shall conduct all Level A services utilizing their in-house crews.

B. Quality Level-B

- i. Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

C. Quality Level-C

- i. Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.

D. Quality Level-D

- i. Information derived from existing records or oral recollections.

(1) Quality Level-A Utility Test Holes (Vacuum Excavation)

- A. Up to ten (10) test holes will be performed on various utilities at locations specified by the Town of Hickory Creek. The Professional will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.
- B. If test holes are requested on non-conductive/untonable utilities depicted as Quality Level-D where the horizontal location is assumed, The Professional will coordinate with Client and respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. Due to the concrete/ground conditions, one (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, The Professional will coordinate with the Town of Hickory Creek for direction on digging additional test holes if required and shall be compensated for each test hole dug. Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, The Professional cannot guarantee all utilities will be found and marked within the project limits.

(2) Quality Level-B Utility Designating

- A. The Professional will designate the approximate horizontal position of conductive/tonable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of

approximately 24,000 linear feet of utilities including buried communication, electric, natural gas, petroleum pipeline, traffic signal, water, waste water/sanitary sewer, and storm drain/storm sewer. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

- B. Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, The Professional cannot guarantee all utilities will be found and marked within the project limits.

(3) Quality Level-C Surveying

- A. Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control provided by the Town of Hickory Creek.

(4) Quality Level-D Records Research:

- A. Available Records will be provided to The Professional by the Town of Hickory Creek. The Professional will perform additional utility record research as needed to successfully complete the project.
- B. Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

(5) SUE Field Manager / Professional Engineer

- A. A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.

(6) SUE Deliverables / CADD

- A. Deliverables for the Quality Level-B 2D Utility Designation will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation. Deliverables for the Quality Level-A Test Hole excavations will be a 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics of the utility. Electronic files will be provided in MicroStation and/or AutoCAD format along with PDFs and photos. A Utility Investigation Report will be provided in accordance with ASCE/UESI/CI 38-22.

(7) Right-of-Entry

- A. Right-of-Entry is not part of this Scope of Services as work is anticipated within the existing road right-of-way. If right-of-entry is required, it will be performed and provided to The Professional by the Town of Hickory Creek. The Professional will coordinate with property owner(s) once right-of-entry has been obtained.

(8) Permitting

- A. Street Cut permits will be coordinated with the Town of Hickory Creek as required.

(9) Work Zone Traffic Control

- A. The Professional will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s) and/or engineered traffic control plans.
- B. If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, The Professional will notify the Town of Hickory Creek and submit a supplemental agreement for authorization prior to proceeding with additional work.

F. Environmental Services:

The Professional will perform Environmental coordination for U.S. Army Corps of Engineers (USACE) Approvals and Permitting and necessary Section 404 Permitting as detailed below:

(1) South Hook Street and Garth Lane

A. USACE Approvals and Permitting:

- I. The proposed project has the potential to impact waters of the United States regulated by the U.S. Army Corps of Engineers (USACE), under the authority of Section 404 of the Clean Water Act (Section 404). The project also may entail the placement of fill material within the flowage easement of Lake Lewisville. Clearance for both of these actions must be coordinated through the USACE Regulatory Branch and USACE Operations Branch, respectively.

B. Section 404 Permitting:

- I. Jurisdictional Determination/Delineation: The Professional will perform a field investigation to confirm the presence/absence of potential waters of the United States, including wetlands. The exercise will delineate the limits of the ordinary high water mark of stream channels and open waters where present. The presence/absence of wetlands will be verified consistent with U.S. Army Corps of Engineers protocol for wetland delineations. A summary report will be prepared describing the methodology and results of the investigation.
- II. Cultural Resources Assessment: A cultural resources review and field investigation will be conducted to complete the requirements of Section 106 of the National Historic Preservation Act (Section 106) and Chapter 26 of the Texas Antiquities Code. This task includes a literature review, a check of site records available in the office of the State Archaeologist, and a pedestrian field survey. The results of the survey will be incorporated into a stand-alone summary report.
- III. Section 404 Permitting: It is anticipated that the project may be permitted under Nationwide Permit 14 – Linear Transportation Projects (NWP 14). This scope and fee include preparing and submitting a pre-construction notification for written verification that the project may proceed under NWP 14, the contents of which include:
 - i) Name, address and telephone numbers of the prospective permittee;
 - ii) Location of the proposed project;

- iii) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or another appropriate unit of measure;
- iv) Delineation of waters of the United States;
- v) Compensatory mitigation plan (if required);
- vi) Threatened and endangered species assessment; and
- vii) Cultural resources assessment.

This service is currently assumed to be an exclusion for Hook Street and Garth Lane. If it is determined to be required, an additional service request will be required.

- IV. Lewisville Lake USACE Operations Coordination: If the placement of fill material within the flowage easement of Lake Lewisville is required The Professional will prepare a letter of application on behalf of the Town of Hickory Creek to initiate review of the request with the Lake Lewisville Office. The application will include by attachment items prepared by other tasks described herein as follows:

- i) Detailed design plans, including the elevation of the proposed activity and design plans for the baseline and finished floor elevations;
- ii) Plat map showing location of the proposed action and the relationship with the government boundary and lakeshore (2 copies) elevation;
- iii) Calculations of any excavations and/or fill showing no net loss of flood storage capacity within the flowage easement;
- iv) A map with the elevations of the activity, cut and fill locations, and the relationship with the government property line and the flowage easement controlling elevations.

This service is currently assumed to be an exclusion for Hook Street and Garth Lane. If it is determined to be required, an additional service request will be required.

- V. Assumptions: This task assumes that the project will be located wholly outside of USACE fee-owned land. If the project requires expansion outside of existing easements/right-of-way onto USACE fee-owned lands, further coordination with the USACE Operations Division real estate group will be required. If an outgrant is

determined to be required, an additional service request will be required.

(2) Point Vista Road

A. USACE Approvals and Permitting:

- I. The proposed project has the potential to impact waters of the United States regulated by the U.S. Army Corps of Engineers (USACE), under the authority of Section 404 of the Clean Water Act (Section 404). The project also may entail the placement of fill material within the flowage easement of Lake Lewisville. Clearance for both of these actions must be coordinated through the USACE Regulatory Branch and USACE Operations Branch, respectively.

B. Section 404 Permitting:

- I. Jurisdictional Determination/Delineation: The Professional will perform a field investigation to confirm the presence/absence of potential waters of the United States, including wetlands. The exercise will delineate the limits of the ordinary high water mark of stream channels and open waters where present. The presence/absence of wetlands will be verified consistent with U.S. Army Corps of Engineers protocol for wetland delineations. A summary report will be prepared describing the methodology and results of the investigation.
- II. Cultural Resources Assessment: A cultural resources review and field investigation will be conducted to complete the requirements of Section 106 of the National Historic Preservation Act (Section 106) and Chapter 26 of the Texas Antiquities Code. This task includes a literature review, a check of site records available in the office of the State Archaeologist, and a pedestrian field survey. The results of the survey will be incorporated into a stand-alone summary report.
- III. Section 404 Permitting: It is anticipated that the project may be permitted under Nationwide Permit 14 – Linear Transportation Projects (NWP 14). This scope and fee include preparing and submitting a pre-construction notification for written verification that the project may proceed under NWP 14, the contents of which include:

- i) Name, address and telephone numbers of the prospective permittee;
- ii) Location of the proposed project;
- iii) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or another appropriate unit of measure;
- iv) Delineation of waters of the United States;
- v) Compensatory mitigation plan (if required);
- vi) Threatened and endangered species assessment; and
- vii) Cultural resources assessment.

IV. Lewisville Lake USACE Operations Coordination: The Professional will prepare a letter of application on behalf of the Town of Hickory Creek to initiate review of the request with the Lake Lewisville Office. The application will include by attachment items prepared by other tasks described herein as follows:

- i) Detailed design plans, including the elevation of the proposed activity and design plans for the baseline and finished floor elevations;
- ii) Plat map showing location of the proposed action and the relationship with the government boundary and lakeshore (2 copies) elevation;
- iii) Calculations of any excavations and/or fill showing no net loss of flood storage capacity within the flowage easement;
- iv) A map with the elevations of the activity, cut and fill locations, and the relationship with the government property line and the flowage easement controlling elevations.

V. Assumptions: This task assumes that project only utilizes existing easements within USACE fee-owned property; therefore, the project will not require an outgrant through the USACE Operations real estate group. If an outgrant is required, an additional service request will be required.

(3) Environmental Services are not anticipated to be required on Harbor Lane or Country Lane as they will likely not include a Section 404 regulated activity. If it is determined during design that either street includes a Section 404 regulated activity, further Environmental services can be provided for an additional fee.

G. Construction Plans: The Professional shall develop construction plans for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The following particulars will also apply. The construction plans will consist of numerous sheets ordered as follows:

- (1) Cover Sheet and Sheet Index: The cover sheet shall include a location map. Additionally, the cover sheet shall show the project name, project number, date, Town logo, Professional's name, address, and telephone number and other items as may be specified. Following the title sheet shall be a sheet index with drawings numbered consecutively and without subscripts.
- (2) Project Layout Sheet(s): The project layout sheet(s) will be drawn to a scale of 1" = 50' and laid out with the north arrow up or to the right. The purpose of the project layout is to depict the project in a simplified view. Major items of work will be shown without excessive detail. Additionally, survey control points shall be shown.
- (3) Project General Notes and Legend: These sheets will include a listing of abbreviations, legend, and general notes.
- (4) Typical Sections: Typical sections shall be drawn to scales of 1" = 5' h and 1" = 2' v and shall depict a view looking north or east. As a minimum, typical sections will be drawn showing the relationship of the proposed street and existing and proposed improvements. Typical sections will include existing roadways, right-of-way lines, etc., along with all proposed highway improvements and will depict all significant items of work.
- (5) Plan and Profile Sheets (Paving and Storm Drain/Ditches): Plan-profile sheets will be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Plan-profile sheets will be drawn to scales of 1" = 20' h and 1" = 4' v. Stationing will be from south to north or west to east with the beginning station being set at approximately 1+00. Each plan-profile sheet will include no more than 500 feet of street; thus, leaving ample margins both left and right. The plan and profile station will align vertically on the sheet with the proposed centerline drawn parallel to the profile grid. When there is a centerline curvature, the plan-profile should be drawn so that as much of the plan view is in alignment as possible. Plan-profile sheets shall depict all existing and proposed items pertinent to the project.

- (6) Grading Plans: The Professional will provide grading plans that include 1' proposed contours with spot elevations labeled at PC, PT, PI, drainage structures and maximum 50 feet spacing.
- (7) Drainage Plans: The Professional will provide a drainage area map and calculations to support the design of a closed conduit and/or open ditch systems, depending on street and drainage characteristics and determine any additional inlets needed to appropriately convey runoff for the street corridor. Existing storm drain infrastructure will remain in place wherever practicable.
- (8) Detail Sheets: The Town's standard drawings will be used as a beginning point in developing standard details for this project. They will be reviewed and modified for this project. Where other agency standards are used, they shall be reduced as necessary to fit on the Town's standard sheet format with complete title block.
- (9) Miscellaneous: Construction plans will also address erosion control, traffic control (including detours, road closures, signing, barricading, etc.) pavement markings and signage, and all other improvements.
- (10) Cross Sections: Cross sections shall be drawn to scales of 1" = 10' h and 1" = 5' v on sheets of 1" grids H and V. They shall be arranged from bottom to top of the sheet looking up station and shall show existing and proposed features and improvements. Generally, no more than eight (8) sections per sheet are to be plotted. Each section should extend beyond the easement and rights-of-way a sufficient distance to clearly show the relationship between the proposed improvements and the existing properties. Full sections will be drawn at critical locations, such as steep driveways, retaining walls, and at maximum spacings of 50 feet.
- (11) Review Plans: Preliminary plans shall then be prepared and submitted at the 30% milestone. Pre-Final plans shall be prepared and submitted at the 90% milestone, followed by final plans prepared and submitted at the 100% milestone. Also, the Professional may submit plan sheets or working drawings to the Town for review and comment to reduce the number of revisions that otherwise would be required. During development of the plans, the Professional shall attend meetings as needed. The Professional shall, in company with the Town, perform at least one plans-in-hand review.
- (12) Design: The design of the project shall be in general accordance with the Town of Hickory Creek ordinances, standard details, and good Engineering practices. During the design phase, the Professional shall contact various utility companies and obtain information relating to existing utility lines. The design should avoid major utility

relocations, where practical. When required, proposed relocations or replacements will be shown in plan and profile.

(13) Prints: The Professional shall provide prints of construction plans for review and permitting. Three (3) sets of half-size plans will be submitted to the Town for each review stage. The Professional will provide utility companies with half-size copies of 90% plans for review. The Professional will provide up to six (6) sets of half-size prints for bidding and construction. Electronic files in PDF format shall be provided to the Town for use by Town staff and for posting on BIDSYNC.

(14) General: Construction plans shall be furnished full-size and half-size. Overall dimensions of full-size construction plans shall be 22" x 34". The Town's standard format shall be used. Up to two (2) full-size and five (5) half-size final construction plans shall be furnished to the Town. Up to two (2) full-size and six (6) half-size final construction plans shall be furnished to the Contractor. Electronic files in PDF and DGN or DWG format shall be provided to the Contractor for use during construction.

(15) Generic Sheet List: Following is a general list of plan sheets required for each construction package.

- (a) Cover Sheet
- (b) Sheet Index and Legend
- (c) Project General Notes
- (d) Typical Paving Sections
- (e) Project Layout Sheet(s)
- (f) Demolition Plans
- (g) Paving Plan and Profile Sheets
- (h) Driveway/Sidestreet Profile Sheets
- (i) Grading Plans
- (j) Drainage Area Map
- (k) Hydraulic Grade Line and Inlet Calculations
- (l) Drainage Plan and Profile Sheets
- (m) Storm Drain Lateral Profiles
- (n) Ditch Plan and Profile Sheets
- (o) Town of Hickory Creek Pavement Standard Details
- (p) Miscellaneous Pavement Details
- (q) Town of Hickory Creek Storm Drain Standard Details
- (r) Erosion Control Plans
- (s) Town of Hickory Creek Erosion Control Details
- (t) Pavement Markings and Signage Plans and Details
- (u) Traffic Control and Sequencing Plans
- (v) Traffic Control Details
- (w) Roadway Cross Sections

- H. Specifications:** The Professional shall prepare a project manual and technical specifications required for bidding and constructing the project at the 90% and 100% milestones for each phase. The project manual will be provided in the Town's standard format. Only specifications amending or supplementing COG specifications need be furnished. Project manual, specifications, bid items and quantities shall be furnished on hard copy and by electronic file.
- I. Estimates:** Estimates of probable cost will be developed at each milestone submittal for each phase.
- J. Public Meetings:** The Professional shall be required to attend a total of two (2) public meetings, one for each phase of this project, during the preliminary design phase for both of the project phases. The Professional shall be responsible for preparing project exhibits for presentation at these meetings.
- K. Town Council Coordination:** The Professional shall be required to attend one (1) Town Council meeting under this contract for the award of design of the project. The Professional shall not be responsible for preparing presentation or exhibits for this meeting.
- L. Construction Control Staking:** The Contractor will provide construction staking.
- M. Bidding, Construction, Closure:**
- (1) Bidding – During the bidding of each separate phase of streets, the Professional will prepare bid documents and assist the Town in advertising the project for bids. The Professional will address technical questions and prepare addenda and issue to the bidders. The Professional shall attend a pre-bid meeting and prepare minutes. The Professional shall attend a bid opening meeting. The Professional will tabulate bids and make recommendation for award of contract.
- (2) Construction:
- (a) Attend one (1) pre-construction meeting for each phase of streets.
- (b) Professional shall attend monthly progress meetings, as required, and document each meeting with written minutes. Professional shall visit the project site at the request of the Town, maximum six (6) site visits for each phase of streets, and as construction proceeds to observe and report on the progress and quality of the executed work. In performing these services the Professional will endeavor to protect the Town against defects and deficiencies in the work of the Contractor. However, the Professional cannot guarantee the performance of the Contractor, nor be responsible

for the actual supervision of the construction operations or for the safety measures that the Contractor takes or should take.

- (c) Review shop drawings and Contractor submittals for each phase of streets.
- (d) Review laboratory test reports on materials and equipment for each phase of streets.
- (e) Review monthly payment applications submitted by the Contractor for each phase of streets.
- (f) Prepare and negotiate Change Orders between the Contractor and the Town for each phase of streets.
- (g) Prepare record drawings from information supplied by the Contractor for each phase of streets.

- (3) Closure – The Professional shall prepare “record” plans, incorporating all changes and known variations to provide the Town the best possible set of record drawings for each phase of streets. The final record drawings shall be furnished in .tif and .pdf format on CD. CADD files shall be furnished on CD as well.

N. Geotechnical Investigation: The Professional will subcontract with CMJ Engineering to provide sub-surface investigations in the form of boring logs. Borings shall be of sufficient depth and spacing to provide general information needed for the design and construction of the project.

O. Reimbursable Expenses: All direct non-labor expenses, including services of special professionals (if authorized by Owner in writing), printing and reproduction costs, messenger and overnight delivery charges, travel subsistence for staff when required for the proper execution of the work.

P. Miscellaneous: Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee.

4. Exclusions: Other services, not included in this contract, will be negotiated with the Town as needed. Compensation will be based on a mutually agreed lump sum fee or an hourly rate as described below. Items that are considered additional services include:

- Any services not specifically listed under Exhibit A above
- Full tree preservation/mitigation plan
- Landscape architecture and irrigation design
- Traffic signal design
- Collection of traffic counts and traffic studies
- TDLR filing, application preparation, or inspection fees.
- Revisions to plans requested by the Town after plans are approved

- Permit fees, filing fees, pro-rated fees, impact fees and taxes except as noted herein
- Preparation of right of entry documents
- Property acquisition and/or negotiations
- Design of water, sanitary sewer, gas, telephone, or utility improvements except as noted herein
- Design of utilities or other improvements outside of the project boundary or roadway rights of way (not in scope)
- Graphic products except as noted herein
- Photometric analysis and illumination design services
- Structural design services
- FEMA CLOMR and/or LOMR submittal
- Hydrologic and Hydraulic Modeling
- Advanced, 2D hydraulic analysis
- Sediment transport analysis
- Scour analysis
- SWPPP preparation
- Environmental assessments except as noted herein
- Construction staking, inspection and material testing
- Construction management, engineering, and/or inspection services
- Section 404 Permitting for Hook Street and Garth Lane
- Lewisville Lake USACE Operations Coordination for Hook Street and Garth Lane

5. Schedule:

Phase I: South Hook Street and Garth Lane, Country Lane, and Harbor Lane

- A.** Completion of design surveys, SUE Level “B-D” and geotechnical investigation: 90 calendar days from date of written authorization to begin work.
- B.** Completion/furnishing 30% preliminary plans and construction cost estimate: 120 calendar days from date of written authorization to begin.
- C.** Completion/furnishing 90% pre-final plans, specifications, bid quantities, and construction cost estimate: 150 calendar days from the date of receipt of Phase I 30% Town Comments.
- D.** Completion/furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: 60 calendar days from the date of receipt of Phase I 90% Town Comments and pending any required USACE plan review, permitting and approval.*
- E.** Bidding services: 60 calendar days from Town’s approval of final plans.

- F.** Construction services: In accordance with construction schedule (estimated to be 450 calendar days total)
- G.** Closure: 60 calendar days from the date of construction completion.

Phase II: Point Vista Road

- A.** Completion of design surveys, SUE Level “B-D” and geotechnical investigation: 60 calendar days from completion of Phase I design surveys, SUE Level “B-D” and geotechnical investigation
- B.** Completion/furnishing 30% preliminary plans and construction cost estimate: 120 calendar days from completion of Phase I design surveys, SUE Level “B-D” and geotechnical investigation
- C.** Completion/furnishing 90% pre-final plans, specifications, bid quantities, and construction cost estimate: 90 calendar days from the date of receipt of Phase II 30% Town Comments.
- D.** Completion/furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: 45 calendar days from the date of receipt of Phase II 90% Town Comments and pending any required USACE plan review, permitting and approval.*
- E.** Bidding services: 60 calendar days from Town’s approval of final plans.
- F.** Construction services: In accordance with construction schedule (estimated to be 360 calendar days total)
- G.** Closure: 60 calendar days from the date of construction completion.

* Denotes task dependent upon action of Town or USACE. Delay in completion of these tasks, due to extended review times, delayed responses or otherwise, are not within Halfff’s control and will not be considered in assessment of liquidated damages per Article XVI of the contract.

**EXHIBIT “B”
 COMPENSATION
 for
 Construction Plans, Specifications and Estimates
 DENTON COUNTY BOND STREETS
 in
 THE TOWN OF HICKORY CREEK**

Exhibit “B” defines the basis of compensation to the Professional for the services rendered.

A. Basic Fee Services (Project Management and Construction Plans) –

The basic fee for the services as described in Exhibit “A” will be **\$811,900** which includes printing, direct costs and computer charges normally associated with production of these services.

The basis of compensation for Basic Fee services shall be as follows:

1. \$253,000 for Phase I: South Hook Street and Garth Lane
2. \$71,600 for Phase I: Country Lane
3. \$177,700 for Phase I: Harbor Lane
4. \$186,000 for Phase II: Point Vista Road
5. \$123,600 for Bidding and Construction Phase Services

The basis of compensation for Items (1) through (4) will be lump sum, which will be billed monthly based on actual completion of the tasks and may include partial payments of the total amounts designated for each item.

Item 5. The Town will only be billed for this item based upon the amount of time and effort actually needed.

B. Special Services – The maximum not-to-exceed fee for special services as described in Attachment “A” will be **\$305,100**. The basis of compensation for special services shall be lump sum unless noted otherwise. The table below summarizes special services fees.

| TASK DESCRIPTION | FEE |
|-------------------------------------|-------------------------|
| <u>1. Design Surveys</u> | <u>\$131,000</u> |
| a. South Hook Street and Garth Lane | \$42,300 |
| c. Country Lane | \$15,300 |
| d. Harbor Lane | \$35,100 |
| e. Point Vista Road | \$38,300 |

| | |
|--|------------------------|
| <u>2. Geotechnical Investigation</u> | <u>\$24,600</u> |
| a. South Hook Street and Garth Lane | \$8,300 |
| c. Country Lane | \$3,900 |
| d. Harbor Lane | \$5,800 |
| e. Point Vista Road | \$6,600 |
| <u>3. SUE Level B-D</u> | <u>\$50,000</u> |
| a. South Hook Street and Garth Lane | \$15,200 |
| c. Country Lane | \$9,000 |
| d. Harbor Lane | \$11,300 |
| e. Point Vista Road | \$14,500 |
| 4. SUE Level A – Vacuum Excavation (\$2,000.00 per each) | \$20,000 |
| 5. Right-of-Way/Easement Documents (\$3,500 per each) | \$21,000 |
| 6. Temporary Construction Easement Documents (\$2,000 per each) | \$8,000 |
| <u>7. Environmental Services</u> | <u>\$45,100</u> |
| a. South Hook Street and Garth Lane | \$15,400 |
| b. Point Vista Road | \$29,700 |
| 8. Reimbursable Expenses (Printing, Deliveries, Mileage, etc.) | \$5,400 |
| TOTAL SPECIAL SERVICES | \$305,100 |

Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

The total maximum fee for all services is **\$1,117,000.00** (one million one hundred seventeen thousand dollars and zero cents). All fees shall be billed as lump sum with exception to the following:

Item 4. SUE Level A fee includes a maximum of ten (10) excavations completed times \$2,000 per each. The Town will be final billed based on the number of excavations completed with a minimum of two excavations.

Item 5. and 6. The Town will only be billed for the number of easement parcels produced.

Reimbursable costs include printing, deliveries, mileage and other direct costs associated with the project. Subcontract expenses and outside services shall be reimbursed at cost to Professional plus a markup of ten percent (10%).

| Task | Team Leader | Project Manager | QA/QC | EIT | Senior Surveyor, RPLS | 2-Man Survey Crew | 1-Man Survey Crew | Survey Technician | 2-Man Designating Crew | SUE Field Manager | SUE Manager | Utility Coordinator | CADD | Clerical | Total Hours | (1) | (2) | Subtotal | Total |
|--|-------------|-----------------|-------|-------|-----------------------|-------------------|-------------------|-------------------|------------------------|-------------------|-------------|---------------------|------|----------|-------------|--------------|----------------------------|--------------|--------------|
| | | | | | | | | | | | | | | | | Total | Fees, Materials & Supplies | | |
| Special Services | | | | | | | | | | | | | | | | | | | |
| Design Surveys | | | | | | | | | | | | | | | | | | | |
| South Hook Street and Garth Lane | | | | 0.5 | 26.0 | 120.0 | | 110.0 | | | | | 2.0 | | 258.5 | \$42,272.50 | | \$42,272.50 | \$42,300.00 |
| Country Lane | | | | 0.5 | 20.0 | 40.0 | | 24.0 | | | | | 2.0 | | 86.5 | \$15,282.50 | | \$15,282.50 | \$15,300.00 |
| Harbor Lane | | | | 0.5 | 26.0 | 96.0 | | 88.0 | | | | | 2.0 | | 212.5 | \$35,092.50 | | \$35,092.50 | \$35,100.00 |
| Point Vista Road | | | | 0.5 | 24.0 | 108.0 | | 100.0 | | | | | 2.0 | | 234.5 | \$38,342.50 | | \$38,342.50 | \$38,300.00 |
| Geotechnical Investigaton (CMJ) | | | | | | | | | | | | | | | | | | | |
| South Hook Street and Garth Lane | | 0.5 | | | | | | | | | | | | | 0.5 | \$7,565.00 | \$756.50 | \$8,321.50 | \$8,300.00 |
| Country Lane | | 0.5 | | | | | | | | | | | | | 0.5 | \$3,575.00 | \$357.50 | \$3,932.50 | \$3,900.00 |
| Harbor Lane | | 0.5 | | | | | | | | | | | | | 0.5 | \$5,285.00 | \$528.50 | \$5,813.50 | \$5,800.00 |
| Point Vista Road | | 0.5 | | | | | | | | | | | | | 0.5 | \$6,025.00 | \$602.50 | \$6,627.50 | \$6,600.00 |
| Subsurface Utilities Engineering (Level B-D) | | | | | | | | | | | | | | | | | | | |
| South Hook Street and Garth Lane | | 8.0 | 2.0 | | | 10.0 | | 4.0 | 30.0 | 12.0 | 12.0 | 4.0 | 12.0 | | 94.0 | \$15,158.00 | | \$15,158.00 | \$15,200.00 |
| Country Lane | | 8.0 | 2.0 | | | 6.0 | | 2.0 | 10.0 | 12.0 | 12.0 | 4.0 | 12.0 | | 68.0 | \$9,000.00 | | \$9,000.00 | \$9,000.00 |
| Harbor Lane | | 8.0 | 2.0 | | | 8.0 | | 2.0 | 20.0 | 12.0 | 12.0 | 4.0 | 12.0 | | 80.0 | \$11,260.00 | | \$11,260.00 | \$11,300.00 |
| Point Vista Road | | 8.0 | 2.0 | | | 10.0 | | 4.0 | 30.0 | 12.0 | 12.0 | 4.0 | 12.0 | | 94.0 | \$14,469.00 | | \$14,469.00 | \$14,500.00 |
| Subsurface Utilities Engineering (Level A) | | | | | | | | | | | | | | | | | | | |
| 10 Vacuum Excavation/Test Holes @ 2,000 | | | | | | | | | | | | | | | | \$20,000.00 | | \$20,000.00 | \$20,000.00 |
| ROW/Easement Document Preparation | | | | | | | | | | | | | | | | | | | |
| ROW (6 Parcels/Exhibits @ 3,500) | | | | | | | | | | | | | | | | \$21,000.00 | | \$21,000.00 | \$21,000.00 |
| Temporary Construction Esmt (4 Parcels/Exhibits @ 2,000) | | | | | | | | | | | | | | | | \$8,000.00 | | \$8,000.00 | \$8,000.00 |
| Printing and Delivery Costs | | | | | | | | | | | | | | | | | | | |
| Environmental Services | | | | | | | | | | | | | | 24.0 | 24.0 | \$1,920.00 | \$3,500.00 | \$5,420.00 | \$5,400.00 |
| South Hook Street and Garth Lane | | | | | | | | | | | | | | | | \$15,400.00 | | \$15,400.00 | \$15,400.00 |
| Jurisdictional Determination/Delineation | | | | | | | | | | | | | | | | \$7,000.00 | | \$7,000.00 | \$7,000.00 |
| Cultural Resources Assessment | | | | | | | | | | | | | | | | \$7,000.00 | | \$7,000.00 | \$7,000.00 |
| Point Vista Road | | | | | | | | | | | | | | | | \$29,700.00 | | \$29,700.00 | \$29,700.00 |
| Jurisdictional Determination/Delineation | | | | | | | | | | | | | | | | \$7,000.00 | | \$7,000.00 | \$7,000.00 |
| Cultural Resources Assessment | | | | | | | | | | | | | | | | \$7,000.00 | | \$7,000.00 | \$7,000.00 |
| Section 404 Permitting | | | | | | | | | | | | | | | | \$6,500.00 | | \$6,500.00 | \$6,500.00 |
| Lewisville Lake USACE Operations Coordination | | | | | | | | | | | | | | | | \$6,500.00 | | \$6,500.00 | \$6,500.00 |
| SUBTOTAL - Special Services | | 34.0 | 8.0 | 2.0 | 96.0 | 398.0 | | 334.0 | 90.0 | 48.0 | 48.0 | 16.0 | 56.0 | 24.0 | 1154.0 | \$340,347.00 | \$5,745.00 | \$305,092.00 | \$305,100.00 |
| Basic Fee Services | | | | | | | | | | | | | | | | | | | |
| Construction Plans (Approx. # of Sheets) | | | | | | | | | | | | | | | | | | | |
| Phase I: South Hook Street and Garth Lane | | | | | | | | | | | | | | | | | | | |
| Cover Sheet (1) | 0.25 | 0.50 | | 0.5 | | | | | | | | | 1.0 | | 2.3 | \$341.00 | | \$341.00 | \$300.00 |
| Sheet Index and Legend (1) | 0.25 | 0.50 | | 2.0 | | | | | | | | | 1.0 | | 3.8 | \$547.25 | | \$547.25 | \$500.00 |
| General Notes (2) | 2.00 | 2.00 | | 1.0 | | | | | | | | | 1.0 | | 6.0 | \$1,171.50 | | \$1,171.50 | \$1,200.00 |
| Typical Paving Sections (2) | 0.50 | 4.00 | | 8.0 | | | | | | | | | 2.0 | | 14.5 | \$2,205.50 | | \$2,205.50 | \$2,200.00 |
| Project Layout Sheets (2) | 0.50 | 6.00 | | 12.0 | | | | | | | | | 4.0 | | 22.5 | \$3,349.50 | | \$3,349.50 | \$3,300.00 |
| Demolition Plans (5) | 1.00 | 12.00 | | 24.0 | | | | | | | | | 5.0 | | 42.0 | \$6,369.00 | | \$6,369.00 | \$6,400.00 |
| Paving Plan and Profile Sheets (10) | 8.00 | 90.00 | | 180.0 | | | | | | | | | 20.0 | | 298.0 | \$45,980.00 | | \$45,980.00 | \$46,000.00 |
| Driveway/Sidestreet Profiles (6) | 2.00 | 20.00 | | 60.0 | | | | | | | | | 6.0 | | 88.0 | \$13,200.00 | | \$13,200.00 | \$13,200.00 |
| Grading Plans (5) | 4.00 | 48.00 | | 90.0 | | | | | | | | | 5.0 | | 147.0 | \$23,001.00 | | \$23,001.00 | \$23,000.00 |
| Drainage Area Maps (2) | 0.50 | 6.00 | | 20.0 | | | | | | | | | 4.0 | | 30.5 | \$4,449.50 | | \$4,449.50 | \$4,400.00 |
| Hydraulic Grade Line and Inlet Calculations (2) | 0.50 | 4.00 | | 12.0 | | | | | | | | | 2.0 | | 18.5 | \$2,755.50 | | \$2,755.50 | \$2,800.00 |
| Drainage Plan and Profile Sheets (12) | 4.00 | 48.00 | | 120.0 | | | | | | | | | 24.0 | | 196.0 | \$29,216.00 | | \$29,216.00 | \$29,200.00 |
| Ditch Plan and Profile Sheets (4) | 2.00 | 16.00 | | 40.0 | | | | | | | | | 8.0 | | 66.0 | \$9,922.00 | | \$9,922.00 | \$9,900.00 |
| Erosion Control Plans (5) | 1.00 | 12.00 | | 36.0 | | | | | | | | | 5.0 | | 54.0 | \$8,019.00 | | \$8,019.00 | \$8,000.00 |
| Traffic Control and Sequencing Plans (3) | 1.00 | 16.00 | | 28.0 | | | | | | | | | 4.0 | | 49.0 | \$7,557.00 | | \$7,557.00 | \$7,600.00 |
| Pavement Markings and Signage Plans (5) | 1.00 | 20.00 | | 40.0 | | | | | | | | | 5.0 | | 66.0 | \$10,065.00 | | \$10,065.00 | \$10,100.00 |
| Town of Hickory Creek Pavement Standard Details (7) | 0.25 | 1.00 | | 2.0 | | | | | | | | | 2.0 | | 5.3 | \$750.75 | | \$750.75 | \$800.00 |
| Miscellaneous Pavement Details (1) | 0.25 | 0.50 | | 1.0 | | | | | | | | | 1.0 | | 2.8 | \$409.75 | | \$409.75 | \$400.00 |
| Town of Hickory Creek Storm Drain Standard Details (4) | 0.25 | 0.50 | | 1.0 | | | | | | | | | 1.0 | | 2.8 | \$409.75 | | \$409.75 | \$400.00 |
| Town of Hickory Creek Erosion Control Details (2) | 0.25 | 0.50 | | 1.0 | | | | | | | | | 1.0 | | 2.8 | \$409.75 | | \$409.75 | \$400.00 |

| Task | Team Leader | Project Manager | QA/QC | EIT | Senior Surveyor, RPLS | 2-Man Survey Crew | 1-Man Survey Crew | Survey Technician | 2-Man Designating Crew | SUE Field Manager | SUE Manager | Utility Coordinator | CADD | Clerical | Total Hours | (1) | (2) | Subtotal | Total |
|---|-------------|-----------------|-------|------|-----------------------|-------------------|-------------------|-------------------|------------------------|-------------------|-------------|---------------------|------|----------|-------------|-------------|----------------------------|-------------|-------------|
| | | | | | | | | | | | | | | | | Total | Fees, Materials & Supplies | | |
| Town of Hickory Creek Pavement Markings and Signage Details (6) | 0.25 | 1.00 | | 2.0 | | | | | | | | | 2.0 | | 5.3 | \$750.75 | | \$750.75 | \$800.00 |
| TxDOT Details (9) | 0.25 | 1.00 | | 2.0 | | | | | | | | | 2.0 | | 5.3 | \$750.75 | | \$750.75 | \$800.00 |
| Roadway Cross Sections (13) | 4.00 | 48.00 | | 90.0 | | | | | | | | | 26.0 | | 168.0 | \$25,311.00 | | \$25,311.00 | \$25,300.00 |
| Phase I: Country Lane | | | | | | | | | | | | | | | | | | | |
| Cover Sheet (1) | 0.25 | 0.50 | | 0.5 | | | | | | | | | 1.0 | | 2.3 | \$341.00 | | \$341.00 | \$300.00 |
| Sheet Index and Legend (1) | 0.25 | 0.50 | | 2.0 | | | | | | | | | 1.0 | | 3.8 | \$547.25 | | \$547.25 | \$500.00 |
| General Notes (2) | 2.00 | 2.00 | | 1.0 | | | | | | | | | 1.0 | | 6.0 | \$1,171.50 | | \$1,171.50 | \$1,200.00 |
| Typical Paving Sections (2) | 0.50 | 4.00 | | 8.0 | | | | | | | | | 2.0 | | 14.5 | \$2,205.50 | | \$2,205.50 | \$2,200.00 |
| Project Layout Sheets (1) | 0.25 | 4.00 | | 8.0 | | | | | | | | | 2.0 | | 14.3 | \$2,136.75 | | \$2,136.75 | \$2,100.00 |
| Demolition Plans (1) | 0.25 | 2.00 | | 8.0 | | | | | | | | | 1.0 | | 11.3 | \$1,652.75 | | \$1,652.75 | \$1,700.00 |
| Paving Plan and Profile Sheets (2) | 2.00 | 18.00 | | 36.0 | | | | | | | | | 4.0 | | 60.0 | \$9,306.00 | | \$9,306.00 | \$9,300.00 |
| Driveway/Sidestreet Profiles (2) | 1.00 | 4.00 | | 20.0 | | | | | | | | | 2.0 | | 27.0 | \$3,993.00 | | \$3,993.00 | \$4,000.00 |
| Grading Plans (1) | 1.00 | 8.00 | | 28.0 | | | | | | | | | 2.0 | | 39.0 | \$5,841.00 | | \$5,841.00 | \$5,800.00 |
| Drainage Area Maps (1) | 0.50 | 2.00 | | 12.0 | | | | | | | | | 1.0 | | 15.5 | \$2,271.50 | | \$2,271.50 | \$2,300.00 |
| Hydraulic Grade Line and Inlet Calculations (2) | 0.50 | 2.00 | | 12.0 | | | | | | | | | 1.0 | | 15.5 | \$2,271.50 | | \$2,271.50 | \$2,300.00 |
| Drainage Plan and Profile Sheets (1) | 1.00 | 4.00 | | 16.0 | | | | | | | | | 2.0 | | 23.0 | \$3,443.00 | | \$3,443.00 | \$3,400.00 |
| Ditch Plan and Profile Sheets (4) | 2.00 | 8.00 | | 24.0 | | | | | | | | | 8.0 | | 42.0 | \$6,226.00 | | \$6,226.00 | \$6,200.00 |
| Erosion Control Plans (1) | 0.50 | 2.00 | | 8.0 | | | | | | | | | 1.0 | | 11.5 | \$1,721.50 | | \$1,721.50 | \$1,700.00 |
| Traffic Control and Sequencing Plans (1) | 0.50 | 2.00 | | 8.0 | | | | | | | | | 1.0 | | 11.5 | \$1,721.50 | | \$1,721.50 | \$1,700.00 |
| Pavement Markings and Signage Plans (1) | 0.50 | 2.00 | | 8.0 | | | | | | | | | 1.0 | | 11.5 | \$1,721.50 | | \$1,721.50 | \$1,700.00 |
| Town of Hickory Creek Pavement Standard Details (7) | 0.25 | 1.00 | | 2.0 | | | | | | | | | 2.0 | | 5.3 | \$750.75 | | \$750.75 | \$800.00 |
| Miscellaneous Pavement Details (1) | 0.25 | 0.50 | | 1.0 | | | | | | | | | 1.0 | | 2.8 | \$409.75 | | \$409.75 | \$400.00 |
| Town of Hickory Creek Storm Drain Standard Details (4) | 0.25 | 0.50 | | 1.0 | | | | | | | | | 1.0 | | 2.8 | \$409.75 | | \$409.75 | \$400.00 |
| Town of Hickory Creek Erosion Control Details (2) | 0.25 | 0.50 | | 1.0 | | | | | | | | | 1.0 | | 2.8 | \$409.75 | | \$409.75 | \$400.00 |
| Town of Hickory Creek Pavement Markings and Signage Details (6) | 0.25 | 1.00 | | 2.0 | | | | | | | | | 2.0 | | 5.3 | \$750.75 | | \$750.75 | \$800.00 |
| TxDOT Details (9) | 0.25 | 1.00 | | 2.0 | | | | | | | | | 2.0 | | 5.3 | \$750.75 | | \$750.75 | \$800.00 |
| Roadway Cross Sections (3) | 1.00 | 8.00 | | 24.0 | | | | | | | | | 6.0 | | 39.0 | \$5,731.00 | | \$5,731.00 | \$5,700.00 |
| Phase I: Harbor Lane | | | | | | | | | | | | | | | | | | | |
| Cover Sheet (1) | 0.25 | 0.50 | | 0.5 | | | | | | | | | 1.0 | | 2.3 | \$341.00 | | \$341.00 | \$300.00 |
| Sheet Index and Legend (1) | 0.25 | 0.50 | | 2.0 | | | | | | | | | 1.0 | | 3.8 | \$547.25 | | \$547.25 | \$500.00 |
| General Notes (2) | 2.00 | 2.00 | | 1.0 | | | | | | | | | 1.0 | | 6.0 | \$1,171.50 | | \$1,171.50 | \$1,200.00 |
| Typical Paving Sections (2) | 0.50 | 4.00 | | 8.0 | | | | | | | | | 2.0 | | 14.5 | \$2,205.50 | | \$2,205.50 | \$2,200.00 |
| Project Layout Sheets (1) | 0.25 | 4.00 | | 8.0 | | | | | | | | | 2.0 | | 14.3 | \$2,136.75 | | \$2,136.75 | \$2,100.00 |
| Demolition Plans (3) | 1.00 | 8.00 | | 20.0 | | | | | | | | | 3.0 | | 32.0 | \$4,851.00 | | \$4,851.00 | \$4,900.00 |
| Paving Plan and Profile Sheets (5) | 4.00 | 48.00 | | 90.0 | | | | | | | | | 10.0 | | 152.0 | \$23,551.00 | | \$23,551.00 | \$23,600.00 |
| Driveway/Sidestreet Profiles (8) | 4.00 | 28.00 | | 66.0 | | | | | | | | | 8.0 | | 106.0 | \$16,291.00 | | \$16,291.00 | \$16,300.00 |
| Grading Plans (3) | 4.00 | 26.00 | | 54.0 | | | | | | | | | 4.0 | | 88.0 | \$13,827.00 | | \$13,827.00 | \$13,800.00 |
| Drainage Area Maps (1) | 0.50 | 4.00 | | 16.0 | | | | | | | | | 2.0 | | 22.5 | \$3,305.50 | | \$3,305.50 | \$3,300.00 |
| Hydraulic Grade Line and Inlet Calculations (2) | 0.50 | 4.00 | | 12.0 | | | | | | | | | 2.0 | | 18.5 | \$2,755.50 | | \$2,755.50 | \$2,800.00 |
| Drainage Plan and Profile Sheets (3) | 4.00 | 16.00 | | 48.0 | | | | | | | | | 6.0 | | 74.0 | \$11,352.00 | | \$11,352.00 | \$11,400.00 |
| Ditch Plan and Profile Sheets (9) | 4.00 | 40.00 | | 80.0 | | | | | | | | | 18.0 | | 142.0 | \$21,560.00 | | \$21,560.00 | \$21,600.00 |
| Erosion Control Plans (3) | 1.00 | 8.00 | | 24.0 | | | | | | | | | 3.0 | | 36.0 | \$5,401.00 | | \$5,401.00 | \$5,400.00 |
| Traffic Control and Sequencing Plans (2) | 1.00 | 12.00 | | 24.0 | | | | | | | | | 2.0 | | 39.0 | \$6,039.00 | | \$6,039.00 | \$6,000.00 |
| Pavement Markings and Signage Plans (3) | 1.00 | 12.00 | | 24.0 | | | | | | | | | 3.0 | | 40.0 | \$6,149.00 | | \$6,149.00 | \$6,100.00 |
| Town of Hickory Creek Pavement Standard Details (7) | 0.25 | 1.00 | | 2.0 | | | | | | | | | 2.0 | | 5.3 | \$750.75 | | \$750.75 | \$800.00 |
| Miscellaneous Pavement Details (1) | 0.25 | 0.50 | | 1.0 | | | | | | | | | 1.0 | | 2.8 | \$409.75 | | \$409.75 | \$400.00 |
| Town of Hickory Creek Storm Drain Standard Details (4) | 0.25 | 0.50 | | 1.0 | | | | | | | | | 1.0 | | 2.8 | \$409.75 | | \$409.75 | \$400.00 |
| Town of Hickory Creek Erosion Control Details (2) | 0.25 | 0.50 | | 1.0 | | | | | | | | | 1.0 | | 2.8 | \$409.75 | | \$409.75 | \$400.00 |
| Town of Hickory Creek Pavement Markings and Signage Details (6) | 0.25 | 1.00 | | 2.0 | | | | | | | | | 2.0 | | 5.3 | \$750.75 | | \$750.75 | \$800.00 |
| TxDOT Details (9) | 0.25 | 1.00 | | 2.0 | | | | | | | | | 2.0 | | 5.3 | \$750.75 | | \$750.75 | \$800.00 |
| Roadway Cross Sections (7) | 2.00 | 24.00 | | 48.0 | | | | | | | | | 14.0 | | 88.0 | \$13,178.00 | | \$13,178.00 | \$13,200.00 |
| Phase II: Point Vista Road | | | | | | | | | | | | | | | | | | | |
| Cover Sheet (1) | 0.25 | 0.50 | | 0.5 | | | | | | | | | 1.0 | | 2.3 | \$341.00 | | \$341.00 | \$300.00 |

| Task | Team Leader | Project Manager | QA/QC | EIT | Senior Surveyor, RPLS | 2-Man Survey Crew | 1-Man Survey Crew | Survey Technician | 2-Man Designating Crew | SUE Field Manager | SUE Manager | Utility Coordinator | CADD | Clerical | Total Hours | (1) | (2) | Subtotal | Total |
|---|--------------|-----------------|--------------|---------------|-----------------------|-------------------|-------------------|-------------------|------------------------|-------------------|-------------|---------------------|--------------|-------------|---------------|-----------------------|----------------------------|-----------------------|-----------------------|
| | | | | | | | | | | | | | | | | Total | Fees, Materials & Supplies | | |
| Sheet Index and Legend (1) | 0.25 | 0.50 | | 2.0 | | | | | | | | | 1.0 | | 3.8 | \$547.25 | | \$547.25 | \$500.00 |
| General Notes (2) | 2.00 | 2.00 | | 1.0 | | | | | | | | | 1.0 | | 6.0 | \$1,171.50 | | \$1,171.50 | \$1,200.00 |
| Typical Paving Sections (2) | 0.50 | 4.00 | | 8.0 | | | | | | | | | 2.0 | | 14.5 | \$2,205.50 | | \$2,205.50 | \$2,200.00 |
| Project Layout Sheets (1) | 0.25 | 4.00 | | 8.0 | | | | | | | | | 2.0 | | 14.3 | \$2,136.75 | | \$2,136.75 | \$2,100.00 |
| Demolition Plans (3) | 1.00 | 8.00 | | 20.0 | | | | | | | | | 3.0 | | 32.0 | \$4,851.00 | | \$4,851.00 | \$4,900.00 |
| Paving Plan and Profile Sheets (7) | 6.00 | 72.00 | | 150.0 | | | | | | | | | 14.0 | | 242.0 | \$37,279.00 | | \$37,279.00 | \$37,300.00 |
| Driveway/Sidestreet Profiles (2) | 2.00 | 8.00 | | 24.0 | | | | | | | | | 4.0 | | 38.0 | \$5,786.00 | | \$5,786.00 | \$5,800.00 |
| Grading Plans (3) | 4.00 | 26.00 | | 54.0 | | | | | | | | | 4.0 | | 88.0 | \$13,827.00 | | \$13,827.00 | \$13,800.00 |
| Drainage Area Maps (1) | 0.50 | 4.00 | | 16.0 | | | | | | | | | 2.0 | | 22.5 | \$3,305.50 | | \$3,305.50 | \$3,300.00 |
| Hydraulic Grade Line and Inlet Calculations (2) | 0.50 | 4.00 | | 12.0 | | | | | | | | | 2.0 | | 18.5 | \$2,755.50 | | \$2,755.50 | \$2,800.00 |
| Drainage Plan and Profile Sheets (3) | 4.00 | 20.00 | | 48.0 | | | | | | | | | 6.0 | | 78.0 | \$12,100.00 | | \$12,100.00 | \$12,100.00 |
| Ditch Plan and Profile Sheets (7) | 2.00 | 36.00 | | 72.0 | | | | | | | | | 14.0 | | 124.0 | \$18,722.00 | | \$18,722.00 | \$18,700.00 |
| Erosion Control Plans (3) | 1.00 | 8.00 | | 24.0 | | | | | | | | | 3.0 | | 36.0 | \$5,401.00 | | \$5,401.00 | \$5,400.00 |
| Traffic Control and Sequencing Plans (3) | 1.00 | 16.00 | | 28.0 | | | | | | | | | 3.0 | | 48.0 | \$7,447.00 | | \$7,447.00 | \$7,400.00 |
| Pavement Markings and Signage Plans (3) | 1.00 | 12.00 | | 24.0 | | | | | | | | | 3.0 | | 40.0 | \$6,149.00 | | \$6,149.00 | \$6,100.00 |
| Town of Hickory Creek Pavement Standard Details (7) | 0.25 | 1.00 | | 2.0 | | | | | | | | | 2.0 | | 5.3 | \$750.75 | | \$750.75 | \$800.00 |
| Miscellaneous Pavement Details (1) | 0.25 | 0.50 | | 1.0 | | | | | | | | | 1.0 | | 2.8 | \$409.75 | | \$409.75 | \$400.00 |
| Town of Hickory Creek Storm Drain Standard Details (4) | 0.25 | 0.50 | | 1.0 | | | | | | | | | 1.0 | | 2.8 | \$409.75 | | \$409.75 | \$400.00 |
| Town of Hickory Creek Erosion Control Details (2) | 0.25 | 0.50 | | 1.0 | | | | | | | | | 1.0 | | 2.8 | \$409.75 | | \$409.75 | \$400.00 |
| Town of Hickory Creek Pavement Markings and Signage Details (6) | 0.25 | 1.00 | | 2.0 | | | | | | | | | 2.0 | | 5.3 | \$750.75 | | \$750.75 | \$800.00 |
| TxDOT Details (9) | 0.25 | 1.00 | | 2.0 | | | | | | | | | 2.0 | | 5.3 | \$750.75 | | \$750.75 | \$800.00 |
| Roadway Cross Sections (9) | 4.00 | 32.00 | | 60.0 | | | | | | | | | 18.0 | | 114.0 | \$17,314.00 | | \$17,314.00 | \$17,300.00 |
| Quantities and Cost Estimates (2 Phases) | 6.00 | 36.00 | | 120.0 | | | | | | | | | | | 162.0 | \$24,882.00 | | \$24,882.00 | \$24,900.00 |
| Specifications / Project Manual (2 Phases) | 4.00 | 40.00 | | 60.0 | | | | | | | | | | 8.0 | 112.0 | \$17,534.00 | | \$17,534.00 | \$17,500.00 |
| Utility Coordination | | 32.00 | | 60.0 | | | | | | | | 16.0 | | | 108.0 | \$14,234.00 | | \$14,234.00 | \$14,200.00 |
| Town Council Meeting (1) | 6.00 | 6.00 | | | | | | | | | | | | | 12.0 | \$2,772.00 | | \$2,772.00 | \$2,800.00 |
| Public Meeting (2) | 18.00 | 18.00 | | 32.0 | | | | | | | | | | | 68.0 | \$12,716.00 | | \$12,716.00 | \$12,700.00 |
| Site Visits (10) | | 40.00 | | 40.0 | | | | | | | | | | | 80.0 | \$12,980.00 | | \$12,980.00 | \$13,000.00 |
| Meetings (6) | 18.00 | 18.00 | | 18.0 | | | | | | | | | | | 54.0 | \$10,791.00 | | \$10,791.00 | \$10,800.00 |
| Address Town Comments (30% Review) (2 Phases) | 3.00 | 6.00 | 48.0 | 48.0 | | | | | | | | | 48.0 | | 153.0 | \$28,347.00 | | \$28,347.00 | \$28,300.00 |
| Address Town Comments (90% Review) Plans & Specs (2 Phases) | 3.00 | 6.00 | 48.0 | 48.0 | | | | | | | | | 48.0 | | 153.0 | \$28,347.00 | | \$28,347.00 | \$28,300.00 |
| Bidding and Construction Phase Services | | | | | | | | | | | | | | | | | | | |
| Pre-Bid Meeting (2) | 8.00 | 8.00 | | 8.0 | | | | | | | | | | | 24.0 | \$5,450.00 | | \$5,450.00 | \$5,500.00 |
| Bid Opening Meeting (2) | 8.00 | 8.00 | | 8.0 | | | | | | | | | | | 24.0 | \$5,450.00 | | \$5,450.00 | \$5,500.00 |
| Bidding / Addenda (2 Phases) | 6.00 | 16.00 | | 40.0 | | | | | | | | | | 16.0 | 78.0 | \$13,125.00 | | \$13,125.00 | \$13,100.00 |
| Contracts / Agreements / Recommendation Letter / Bid Tab (2 Phases) | 4.00 | 24.00 | | 50.0 | | | | | | | | | | 16.0 | 94.0 | \$15,762.50 | | \$15,762.50 | \$15,800.00 |
| Pre-Construction Meeting (2) | 8.00 | 8.00 | | 8.0 | | | | | | | | | | | 24.0 | \$5,450.00 | | \$5,450.00 | \$5,500.00 |
| Submittals / Pay Requests / Schedules / Change Orders / Plan Revisions (2 Phases) | 8.00 | 64.00 | | 96.0 | | | | | | | | | | | 168.0 | \$31,100.00 | | \$31,100.00 | \$31,100.00 |
| Monthly Construction Meetings and Site Visits (2 Phases) | 12.00 | 64.00 | | 80.0 | | | | | | | | | | | 156.0 | \$29,850.00 | | \$29,850.00 | \$29,900.00 |
| Final Inspection and Punchlist (2 Phases) | 2.00 | 16.00 | | 16.0 | | | | | | | | | | | 34.0 | \$6,525.00 | | \$6,525.00 | \$6,500.00 |
| Record Drawings (2 Phases) | 2.00 | 6.00 | | 24.0 | | | | | | | | | 40.0 | | 72.0 | \$10,650.00 | | \$10,650.00 | \$10,700.00 |
| SUBTOTAL - Basic Fee Services | 229.0 | 1358.0 | 96.0 | 2856.0 | | | | | | | | 16.0 | 497.0 | 40.0 | 5092.0 | \$811,654.50 | | \$811,654.50 | \$811,900.00 |
| TOTAL PROJECT | 229.0 | 1392.0 | 104.0 | 2858.0 | 96.0 | 398.0 | | 334.0 | 90.0 | 48.0 | 48.0 | 32.0 | 553.0 | 64.0 | 6246.0 | \$1,152,001.50 | \$5,745.00 | \$1,116,746.50 | \$1,117,000.00 |

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0327-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK, TEXAS, APPROVING THE DENTON COUNTY
HAZARD MITIGATION PLAN; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, natural hazards in the Town of Hickory Creek area historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the Town of Hickory Creek has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the Denton County Hazard Mitigation Plan outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Denton County Hazard Mitigation Plan is approved in its entirety;
2. The Town of Hickory Creek will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;
3. The Town of Hickory Creek vests with the Mayor the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan will be reviewed at least annually; and that any needed adjustments will be presented to the Town Council for consideration; and
4. The Town of Hickory Creek to take such other action as may be reasonably necessary to carry out the objectives of the Plan and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of March, 2023.

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