



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, DECEMBER 08, 2025, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Items of Community Interest

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

Public Comment

This item allows the public an opportunity to address the Town Council on both agenda and non-agenda items. 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 total for any and all items being presented. Public Comment is for information only. No charges and/or complaints will be heard against any elected official, board member, the Town, or employee of the Town that are prohibited by law.

Consent Agenda

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

- [1.](#) November 2025 Council Meeting Minutes
- [2.](#) November 2025 Financial Statements

3. Consider and act on an ordinance of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 8: Offenses and Nuisances; Article 8.09, Restrictions on Sex Offenders, by amending Section 8.09.03, Property owners prohibited from renting real property to sex offenders.
4. Consider and act on a resolution, setting a date, time and place for a public hearing on the proposed annexation of certain property known as Block A, Lot 1 of the Beciri Addition, Denton County, Texas by the Town of Hickory Creek, Texas and authorizing and directing the Town Secretary to publish notice of said public hearing.

Regular Agenda

5. Conduct a public hearing regarding an ordinance for the issuance of a Special Use Permit requested by Kimley-Horn and Associates on behalf of Wal-Mart Real Estate Business Trust for the operation of drones for grocery delivery in the required parking lot and consider and act on a recommendation for the same. The property is located at 1035 Hickory Creek Boulevard and is legally described as Wal-Mart Addition (Lake Dallas ISD), Block A, Lot 1R, Town of Hickory Creek, Denton County, Texas.
6. Consider and act on a site plan for Founders Classical Academy of Corinth located at 800 Point Vista Road, being 5.13 acres of land situated in the Cornelius Town Center Addition, Block A, Lot 1, Town of Hickory Creek, Denton County, Texas.
7. Consider and act on authorizing the Town Manager of the Town of Hickory Creek, Texas, to execute a concessionaire agreement by and between the Town of Hickory Creek, Texas and MDM, Inc.
8. Consider and act on authorizing the Town Manager of the Town of Hickory Creek, Texas, to execute an agreement for professional services regarding FM 2181 at 3500 Block Driveway Traffic Signal Warrant Study by and between the Town of Hickory Creek and Halff Associates, Inc.
9. Consider and act on an ordinance of the Town of Hickory Creek, Texas, establishing standards and guidelines for the use of Artificial Intelligence Systems by Town Officials, Employees and Contractors.
10. Discussion regarding naming future town facilities located at 1920 and 1930 Turbeville Road and 1050 Ronald Reagan Avenue.
11. Receive an update from Chief Dunn concerning police department activity and discuss same.

Executive Session

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

Section 551.071

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

12. Town of Hickory Creek, Texas v. Ronald Furtick, Ecclesiastical Equity, LP, and 1500 Turbeville Road, Hickory Creek, Texas, 75065.

Reconvene into Open Session

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

Future Agenda Items

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

Adjournment

The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact Town Hall at 940-497-2528 or by fax 940-497-3531 so that appropriate arrangements can be made.

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on December 2, 2025 at 5:00 p.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, NOVEMBER 17, 2025**

MINUTES

Call to Order

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

Roll Call

The following members were present:

Mayor Lynn Clark
Mayor Pro Tem Paul Kenney
Councilmember Randy Gibbons
Councilmember Nick Wohr
Councilmember Chris Gordon
Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Manager
Kristi K. Rogers, Town Secretary
Carey Dunn, Chief of Police
Alex Crowley, 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.

Proclamations

1. 2025 Holiday Season as "The Season to Give with Joy to the Salvation Army"

Mayor Clark proclaimed the 2025 Holiday Season as "The Season to Give with Joy to the Salvation Army" in the Town of Hickory Creek.

Items of Community Interest

The annual tree lighting and ribbon cutting for the Amphitheater will be held Friday, December 5, 2025 from 6:00 p.m. until 8:00 p.m. at Town Hall.

Public Comment

There were no speakers for public comment.

Consent Agenda

2. October 2025 Council Meeting Minutes
3. October 2025 Financial Statements

Motion made by Councilmember Theodore to approve the consent agenda, Seconded by Councilmember Gordon.

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

Regular Agenda

4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the submission of a grant application to the Office of the Governor, for the Ballistic-Resistant Vehicle Protection Project.

Chief Dunn provided an overview of the grant and answered questions from the Town Council.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the submission of a grant application to the Office of the Governor, for the Ballistic-Resistant Vehicle Protection Project, Seconded by Councilmember Wohr.

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

5. Discussion regarding amendments to the sign ordinance.

Discussion was held regarding amendments to the sign ordinance.

6. Discussion regarding amendments to the zoning ordinances related to the 2023 Town of Hickory Creek Comprehensive Plan.

Discussion was held regarding amendments to the zoning ordinances related to the 2023 Town of Hickory Creek Comprehensive Plan.

Future Agenda Items

The following item was requested: update regarding construction timeline and naming the leisure center.

Adjournment

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

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

Town of Hickory Creek
November 17, 2025
Page 3

The meeting did then stand adjourned at 6:59 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 November 30, 2025

	<u>Nov 30, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	28,411.04
BOA - Drug Forfeiture	144,161.39
BOA - Drug Seizure	11.64
BOA - General Fund	467,997.61
BOA - Parks and Recreation	240,961.66
BOA - Payroll	500.00
BOA - Police State Training	5,193.56
Logic 2020 CO's	962.51
Logic Animal Shelter Facility	11,266.89
Logic Coronavirus Recovery Fund	55,417.49
Logic Harbor Ln-Sycamore Bend	94,544.44
Logic Investment Fund	7,606,947.98
Logic Turbeville Road	111,601.88
Total Checking/Savings	<u>8,767,978.09</u>
Accounts Receivable	
Municipal Court Payments	<u>2,581.40</u>
Total Accounts Receivable	<u>2,581.40</u>
Total Current Assets	<u>8,770,559.49</u>
TOTAL ASSETS	<u>8,770,559.49</u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek

Profit & Loss

November 2025

	Nov 25
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	36,759.81
4004 M&O Penalties & Interest	155.43
4006 Delinquent M&O	-16.49
4008 I&S Debt Service	16,260.76
4010 I&S Penalties & Interest	61.82
4012 Delinquent I&S	1.66
Total Ad Valorem Tax Revenue	53,222.99
Building Department Revenue	
4102 Building Permits	9,585.49
4106 Contractor Registration	225.00
4110 Prelim/Final Site Plan	3,000.00
4112 Health Inspections	3,680.00
4128 Variance Fee	500.00
Total Building Department Revenue	16,990.49
Franchise Fee Revenue	
4214 Electric	168,217.69
4218 Telecom	5,406.68
Total Franchise Fee Revenue	173,624.37
Interest Revenue	
4330 General Fund Interest	5.67
4332 Investment Interest	28,977.45
Total Interest Revenue	28,983.12
Miscellaneous Revenue	
4502 Animal Adoption & Impound	285.00
4506 Animal Shelter Donations	500.00
4508 Annual Park Passes	67.94
4510 Arrowhead Park Fees	1,555.00
4518 Drug Forfeiture	16,401.00
4526 Mineral Rights	111.20
4530 Other Receivables	-25,023.28
4536 Point Vista Park Fees	410.00
4550 Sycamore Bend Fees	2,489.60
4564 Task Force Forfeiture	12,966.86
4566 Interlocal Agreements	3,425.44
Total Miscellaneous Revenue	13,188.76
Municipal Court Revenue	
4602 Building Security Fund	982.07
4604 Citations	54,321.58
4606 Court Technology Fund	32.00
4608 Jury Fund	32.76
4610 Truancy Fund	1,638.22
4612 State Court Costs	27,342.00
4614 Child Safety Fee	175.00
4616 CBSTF	2,916.02
Total Municipal Court Revenue	87,439.65
Sales Tax Revenue	
4702 Sales Tax General Fund	241,451.40
4706 Sales Tax 4B Corporation	34,493.06
4708 Sales Tax Mixed Beverage	3,181.43
Total Sales Tax Revenue	279,125.89
Total Income	652,575.27
Gross Profit	652,575.27

Town of Hickory Creek

Profit & Loss

November 2025

	Nov 25
Expense	
Capital Outlay	
5012 Streets & Road Improvement	-2,587.66
5022 Parks and Rec Improvements	1,326,710.94
5026 Fleet Vehicles	-1,075.48
5032 Denton County TRIP22	521,208.80
Total Capital Outlay	1,844,256.60
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	27.16
5208 Copier Rental	320.35
5212 EDC Tax Payment	34,494.06
5216 Volunteer/Staff Events	627.11
5218 General Communications	4,732.08
5222 Office Supplies & Equip.	267.10
5224 Postage	1,701.21
Total General Government	42,184.07
Municipal Court	
5312 Court Technology	883.45
5318 Merchant Fees/Credit Cards	912.41
5322 Office Supplies/Equipment	36.98
5332 Warrants Collected	-547.35
Total Municipal Court	1,285.49
Parks and Recreation	
5408 Tanglewood Park	47.57
Total Parks and Recreation	47.57
Parks Corps of Engineer	
5432 Arrowhead	1,028.27
5434 Harbor Grove	141.39
5436 Point Vista	295.02
5438 Sycamore Bend	-682.82
Total Parks Corps of Engineer	781.86
Personnel	
5502 Administration Wages	32,676.69
5504 Municipal Court Wages	9,077.52
5506 Police Wages	118,284.44
5507 Police Overtime Wages	2,636.44
5508 Public Works Wages	23,915.69
5509 Public Works Overtime Wage	8.70
5510 Health Insurance	35,405.46
5512 Longevity	16,680.00
5514 Payroll Expense	3,188.97
5516 Employment Exams	320.00
5524 Contract Employment	1,344.00
Total Personnel	243,537.91
Police Department	
5602 Auto Gas & Oil	5,348.68
5606 Auto Maintenance & Repair	13,639.18
5610 Books & Subscriptions	294.60
5612 Computer Hardware/Software	47,335.71
5614 Crime Lab Analysis	1,495.00
5616 Drug Forfeiture	599.19
5618 Dues & Memberships	651.60
5630 Personnel Equipment	10,405.53
5636 Uniforms	1,368.20
5640 Training & Education	1,465.60
5648 K9 Unit	629.04
5650 Task Force Forfeiture	700.00
Total Police Department	83,932.33

Town of Hickory Creek
Profit & Loss
November 2025

	<u>Nov 25</u>
Public Works Department	
5704 Animal Control Equipment	-109.08
5706 Animal Control Supplies	914.53
5710 Auto Gas & Oil	1,934.75
5714 Auto Maintenance/Repair	57.05
5716 Beautification	23,342.88
5718 Computer Hardware/Software	140.04
5720 Dues & Memberships	35.00
5722 Equipment	-575.02
5728 Equipment Supplies	377.10
5734 Communications	300.07
5742 Uniforms	195.71
5748 Landscaping Services	11,458.60
Total Public Works Department	<u>38,071.63</u>
Services	
5804 Attorney Fees	47,777.05
5814 Engineering	17,013.26
5818 Inspections	3,552.00
5824 Library Services	123.60
5828 Printing	90.48
Total Services	<u>68,556.39</u>
Special Events	
6012 Special Events	16,554.95
Total Special Events	<u>16,554.95</u>
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	6,910.74
5904 Electric	2,635.64
5906 Gas	154.09
5908 Street Lighting	4,235.61
5910 Telecom	697.66
5912 Water	2,043.94
Total Utilities & Maintenance	<u>16,677.68</u>
Total Expense	<u>2,355,886.48</u>
Net Ordinary Income	<u>-1,703,311.21</u>
Net Income	<u><u>-1,703,311.21</u></u>

Town of Hickory Creek
Budget vs. Actual Year to Date 16.66%
October through November 2025

	Oct - Nov 25	Budget	% of ...
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	43,661.53	1,907,287.00	2.3%
4004 M&O Penalties & Interest	188.79	4,500.00	4.2%
4006 Delinquent M&O	357.41	1,000.00	35.7%
4008 I&S Debt Service	19,313.77	843,692.00	2.3%
4010 I&S Penalties & Interest	77.83	3,000.00	2.6%
4012 Delinquent I&S	180.00	500.00	36.0%
Total Ad Valorem Tax Revenue	63,779.33	2,759,979.00	2.3%
Building Department Revenue			
4102 Building Permits	19,501.54	195,000.00	10.0%
4104 Certificate of Occupancy	1,000.00	3,000.00	33.3%
4106 Contractor Registration	528.00	3,500.00	15.1%
4108 Preliminary/Final Plat	850.00	0.00	100.0%
4110 Prelim/Final Site Plan	3,000.00	0.00	100.0%
4112 Health Inspections	5,980.00	11,960.00	50.0%
4122 Septic Permits	0.00	500.00	0.0%
4124 Sign Permits	150.00	2,250.00	6.7%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	500.00	1,500.00	33.3%
4130 Vendor Fee	125.00	325.00	38.5%
4132 Alarm Permit Fees	0.00	300.00	0.0%
Total Building Department Revenue	31,634.54	218,535.00	14.5%
Franchise Fee Revenue			
4214 Electric	169,981.75	175,000.00	97.1%
4216 Gas	0.00	95,000.00	0.0%
4218 Telecom	5,406.68	23,500.00	23.0%
4220 Solid Waste	5,945.91	65,000.00	9.1%
Total Franchise Fee Revenue	181,334.34	358,500.00	50.6%
Interest Revenue			
4330 General Fund Interest	9.88	25.00	39.5%
4332 Investment Interest	65,783.86	200,000.00	32.9%
Total Interest Revenue	65,793.74	200,025.00	32.9%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	64,215.00	0.0%
Total Interlocal Revenue	0.00	64,215.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	355.00	4,000.00	8.9%
4506 Animal Shelter Donations	2,500.00	2,000.00	125.0%
4508 Annual Park Passes	112.94	55,000.00	0.2%
4510 Arrowhead Park Fees	5,075.00	50,000.00	10.2%
4512 Beer & Wine Permit	0.00	150.00	0.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	16,401.00	0.00	100.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	3,815,000.00	0.0%
4526 Mineral Rights	111.20	0.00	100.0%
4530 Other Receivables	-15,624.35	50,000.00	-31.2%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	1,475.00	8,000.00	18.4%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	5,234.20	42,000.00	12.5%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
4564 Task Force Forfeiture	12,966.86	0.00	100.0%
4566 Interlocal Agreements	3,425.44	213,680.00	1.6%
4568 Opioid Settlements	0.00	0.00	0.0%
Total Miscellaneous Revenue	32,032.29	4,239,830.00	0.8%

Town of Hickory Creek
Budget vs. Actual Year to Date 16.66%
October through November 2025

	Oct - Nov 25	Budget	% of ...
Municipal Court Revenue			
4602 Building Security Fund	997.07	0.00	100.0%
4604 Citations	119,846.93	675,000.00	17.8%
4606 Court Technology Fund	73.00	0.00	100.0%
4608 Jury Fund	73.95	200.00	37.0%
4610 Truancy Fund	3,409.46	0.00	100.0%
4612 State Court Costs	60,784.14	381,780.00	15.9%
4614 Child Safety Fee	713.57	800.00	89.2%
4616 CBSTF	6,582.51	41,715.00	15.8%
Municipal Court Revenue - Other	-4,291.00		
Total Municipal Court Revenue	188,189.63	1,099,495.00	17.1%
Sales Tax Revenue			
4702 Sales Tax General Fund	441,110.00	2,387,897.00	18.5%
4706 Sales Tax 4B Corporation	63,015.72	341,128.00	18.5%
4708 Sales Tax Mixed Beverage	6,011.09	38,000.00	15.8%
4710 Hotel Occupancy Tax	1,328.96	5,000.00	26.6%
Sales Tax Revenue - Other	0.00	0.00	0.0%
Total Sales Tax Revenue	511,465.77	2,772,025.00	18.5%
Total Income	1,074,229.64	11,712,604.00	9.2%
Gross Profit	1,074,229.64	11,712,604.00	9.2%
Expense			
Capital Outlay			
5010 Street Maintenance	1,194.88	25,000.00	4.8%
5012 Streets & Road Improvement	-2,587.66	650,000.00	-0.4%
5022 Parks and Rec Improvements	1,355,681.65	2,498,844.00	54.3%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Vehicles	2,012.30	90,000.00	2.2%
5030 Broadband Initiative	0.00	0.00	0.0%
5030 Sycamore Bend Construction	0.00	0.00	0.0%
5032 Denton County TRIP22	697,691.87	550,000.00	126.9%
Total Capital Outlay	2,053,993.04	3,813,844.00	53.9%
Debt Service			
5110 2015 Refunding Bond Series	0.00	311,218.00	0.0%
5112 2015 C.O. Series	0.00	275,218.00	0.0%
5114 2020 C.O. Series	0.00	257,268.00	0.0%
Total Debt Service	0.00	843,704.00	0.0%
General Government			
5202 Bank Service Charges	30.00	200.00	15.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	343.34	60,000.00	0.6%
5208 Copier Rental	446.90	3,600.00	12.4%
5210 Dues & Memberships	0.00	3,800.00	0.0%
5212 EDC Tax Payment	63,017.32	341,128.00	18.5%
5214 Election Expenses	0.00	20,000.00	0.0%
5216 Volunteer/Staff Events	1,389.65	12,000.00	11.6%
5218 General Communications	14,305.08	32,000.00	44.7%
5222 Office Supplies & Equip.	267.10	3,000.00	8.9%
5224 Postage	1,701.21	5,000.00	34.0%
5226 Community Cause	1,400.00	3,500.00	40.0%
5228 Town Council/Board Expense	143.49	7,500.00	1.9%
5230 Training & Education	390.00	2,500.00	15.6%
5232 Travel Expense	493.14	2,500.00	19.7%
5234 Staff Uniforms	0.00	700.00	0.0%
5236 Transfer to Reserve	0.00	0.00	0.0%
Total General Government	83,927.23	497,728.00	16.9%

Town of Hickory Creek
Budget vs. Actual Year to Date 16.66%
October through November 2025

	Oct - Nov 25	Budget	% of ...
Municipal Court			
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	0.00	0.00	0.0%
5306 CBSTF	0.00	41,715.00	0.0%
5312 Court Technology	918.72	0.00	100.0%
5314 Dues & Memberships	75.00	200.00	37.5%
5318 Merchant Fees/Credit Cards	1,032.41	5,000.00	20.6%
5322 Office Supplies/Equipment	56.47	750.00	7.5%
5324 State Court Costs	75,204.71	381,780.00	19.7%
5326 Training & Education	0.00	1,000.00	0.0%
5328 Travel Expense	0.00	1,000.00	0.0%
5332 Warrants Collected	-172.55	2,500.00	-6.9%
Total Municipal Court	77,114.76	434,045.00	17.8%
Parks and Recreation			
5402 Events	195.00	1,500.00	13.0%
5408 Tanglewood Park	194.38	5,000.00	3.9%
5412 KHCB	0.00	500.00	0.0%
5414 Tree City USA	139.50	500.00	27.9%
5416 Town Hall Park	0.00	1,500.00	0.0%
Total Parks and Recreation	528.88	9,000.00	5.9%
Parks Corps of Engineer			
5432 Arrowhead	2,752.12	20,000.00	13.8%
5434 Harbor Grove	259.17	4,500.00	5.8%
5436 Point Vista	772.42	12,000.00	6.4%
5438 Sycamore Bend	806.31	118,500.00	0.7%
Total Parks Corps of Engineer	4,590.02	155,000.00	3.0%
Personnel			
5502 Administration Wages	65,104.43	428,372.00	15.2%
5504 Municipal Court Wages	18,155.04	118,010.00	15.4%
5506 Police Wages	236,407.93	1,656,025.00	14.3%
5507 Police Overtime Wages	9,904.63	48,000.00	20.6%
5508 Public Works Wages	47,525.69	306,518.00	15.5%
5509 Public Works Overtime Wage	263.99	6,000.00	4.4%
5510 Health Insurance	52,428.84	330,590.00	15.9%
5512 Longevity	16,680.00	16,680.00	100.0%
5514 Payroll Expense	6,099.30	32,000.00	19.1%
5516 Employment Exams	365.00	2,500.00	14.6%
5518 Retirement (TMRS)	56,348.88	384,978.00	14.6%
5520 Unemployment (TWC)	47.94	3,500.00	1.4%
5522 Workman's Compensation	44,767.00	48,378.00	92.5%
5524 Contract Employment	1,344.00	30,000.00	4.5%
Total Personnel	555,442.67	3,411,551.00	16.3%
Police Department			
5602 Auto Gas & Oil	10,984.61	50,000.00	22.0%
5606 Auto Maintenance & Repair	15,691.82	65,000.00	24.1%
5610 Books & Subscriptions	512.28	600.00	85.4%
5612 Computer Hardware/Software	70,139.26	75,000.00	93.5%
5614 Crime Lab Analysis	1,755.00	4,000.00	43.9%
5616 Drug Forfeiture	1,235.19	0.00	100.0%
5618 Dues & Memberships	651.60	500.00	130.3%
5626 Office Supplies/Equipment	44.98	2,000.00	2.2%
5630 Personnel Equipment	14,968.34	20,000.00	74.8%
5634 Travel Expense	0.00	1,500.00	0.0%
5636 Uniforms	3,728.60	12,000.00	31.1%
5640 Training & Education	11,510.35	15,000.00	76.7%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	293.25	1,500.00	19.6%
5648 K9 Unit	629.04	3,500.00	18.0%
5650 Task Force Forfeiture	700.00	0.00	100.0%
Total Police Department	132,844.32	251,100.00	52.9%

Town of Hickory Creek
Budget vs. Actual Year to Date 16.66%
October through November 2025

	Oct - Nov 25	Budget	% of ...
Public Works Department			
5702 Animal Control Donation	0.00	2,000.00	0.0%
5704 Animal Control Equipment	-109.08	2,000.00	-5.5%
5706 Animal Control Supplies	1,162.55	5,000.00	23.3%
5708 Animal Control Vet Fees	4,632.66	18,500.00	25.0%
5710 Auto Gas & Oil	4,416.66	20,000.00	22.1%
5714 Auto Maintenance/Repair	903.89	15,000.00	6.0%
5716 Beautification	29,555.87	216,102.00	13.7%
5718 Computer Hardware/Software	280.08	3,500.00	8.0%
5720 Dues & Memberships	35.00	450.00	7.8%
5722 Equipment	-575.02	2,500.00	-23.0%
5724 Equipment Maintenance	365.00	20,000.00	1.8%
5726 Equipment Rental	0.00	500.00	0.0%
5728 Equipment Supplies	808.38	5,000.00	16.2%
5732 Office Supplies/Equipment	0.00	1,500.00	0.0%
5734 Communications	600.14	4,500.00	13.3%
5738 Training	310.00	850.00	36.5%
5740 Travel Expense	0.00	2,000.00	0.0%
5742 Uniforms	195.71	2,500.00	7.8%
5748 Landscaping Services	11,458.60	90,000.00	12.7%
Total Public Works Department	54,040.44	411,902.00	13.1%
Services			
5802 Appraisal District	0.00	19,220.00	0.0%
5804 Attorney Fees	66,754.03	150,000.00	44.5%
5806 Audit	0.00	17,500.00	0.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	23,337.66	150,000.00	15.6%
5816 General Insurance	66,157.24	65,000.00	101.8%
5818 Inspections	5,318.00	42,000.00	12.7%
5820 Fire Service	242,673.00	970,692.00	25.0%
5822 Legal Notices/Advertising	1,350.68	4,000.00	33.8%
5824 Library Services	223.60	1,200.00	18.6%
5826 Municipal Judge	2,312.00	15,000.00	15.4%
5828 Printing	90.48	2,500.00	3.6%
5830 Tax Collection	0.00	4,000.00	0.0%
5832 Computer Technical Support	49,581.49	46,000.00	107.8%
5838 DCCAC	0.00	2,400.00	0.0%
5840 Denton County Dispatch	0.00	40,382.00	0.0%
5842 Denton County MHMR	0.00	3,200.00	0.0%
5846 Span Transit Services	0.00	10,000.00	0.0%
5848 Recording Fees	0.00	500.00	0.0%
Total Services	457,798.18	1,546,344.00	29.6%
Special Events			
6012 Special Events	13,453.90	25,000.00	53.8%
Total Special Events	13,453.90	25,000.00	53.8%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	24,685.85	200,586.00	12.3%
5904 Electric	5,393.25	25,000.00	21.6%
5906 Gas	305.24	3,000.00	10.2%
5908 Street Lighting	8,429.65	42,000.00	20.1%
5910 Telecom	1,395.32	17,800.00	7.8%
5912 Water	3,325.72	25,000.00	13.3%
Total Utilities & Maintenance	43,535.03	313,386.00	13.9%
Total Expense	3,477,268.47	11,712,604.00	29.7%
Net Ordinary Income	-2,403,038.83	0.00	100.0%
Net Income	-2,403,038.83	0.00	100.0%

Town of Hickory Creek

Expenditures over \$1,000.00

November 2025

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Deposit	11/06/2025		Deposit	-2,587.66
Total 5012 Streets & Road Improvement				-2,587.66
5022 Parks and Rec Improvements				
Check	11/12/2025		Freedom Title	1,326,381.43
Total 5022 Parks and Rec Improvements				1,326,381.43
5026 Fleet Vehicles				
Check	11/17/2025	Debit	Enterprise Fleet Management	3,087.78
Deposit	11/20/2025		Deposit	-4,163.26
Total 5026 Fleet Vehicles				-1,075.48
Total Capital Outlay				1,322,718.29
General Government				
5212 EDC Tax Payment				
Check	11/10/2025		Hickory Creek Economic Development	34,493.06
Total 5212 EDC Tax Payment				34,493.06
5218 General Communications				
Bill	11/05/2025	Inv #5...	Bird's Printing & Copies	4,261.08
Total 5218 General Communications				4,261.08
5224 Postage				
Check	11/03/2025	Debit	Quadient Finance USA, Inc	1,072.53
Total 5224 Postage				1,072.53
Total General Government				39,826.67
Personnel				
5510 Health Insurance				
Check	11/20/2025	Debit	Cigna	28,515.41
Check	11/20/2025	Debit	MetLife	6,675.81
Total 5510 Health Insurance				35,191.22
Total Personnel				35,191.22
Police Department				
5602 Auto Gas & Oil				
Check	11/21/2025	Debit	Wright Express	5,348.68
Total 5602 Auto Gas & Oil				5,348.68
5606 Auto Maintenance & Repair				
Bill	11/05/2025	Inv #1...	Christian Brothers Automotive	2,663.57
Bill	11/12/2025	Inv #1...	Christian Brothers Automotive	1,807.62
Bill	11/12/2025	Inv #1...	Christian Brothers Automotive	1,246.18
Bill	11/25/2025	Invoic...	MAL Technologies Fleet LLC	4,174.74
Bill	11/25/2025	Inv #1...	Christian Brothers Automotive	2,364.39
Total 5606 Auto Maintenance & Repair				12,256.50
5612 Computer Hardware/Software				
Bill	11/12/2025	Inv #R...	MCCI	1,971.00
Bill	11/25/2025		Utility Associates, Inc.	21,255.00
Bill	11/25/2025	Inv #U...	Utility Associates, Inc.	3,013.25
Bill	11/25/2025	Invoic...	Flock Safety	20,000.00
Total 5612 Computer Hardware/Software				46,239.25

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

Type	Date	Num	Name	Amount
5630 Personnel Equipment				
Bill	11/03/2025	Inv #1...	GT Distributors	2,171.99
Bill	11/14/2025	Invoic...	Decatur Electronics Inc.	1,908.00
Bill	11/25/2025	Invoic...	Applied Concepts	5,710.00
Total 5630 Personnel Equipment				9,789.99
Total Police Department				73,634.42
Public Works Department				
5710 Auto Gas & Oil				
Check	11/21/2025	Debit	Wright Express	1,934.75
Total 5710 Auto Gas & Oil				1,934.75
5716 Beautification				
Bill	11/05/2025	Inv #S...	Barco Products Company	9,152.95
Check	11/06/2025	Debit	The Flag and Banner	2,256.36
Check	11/20/2025	Debit	Tank Depot	9,614.00
Check	11/28/2025	Deposit	Flag and Banner	1,787.04
Total 5716 Beautification				22,810.35
5748 Landscaping Services				
Bill	11/05/2025	Inv #4...	D & D Commercial Landscape Manag...	10,994.28
Total 5748 Landscaping Services				10,994.28
Total Public Works Department				35,739.38
Services				
5804 Attorney Fees				
Bill	11/05/2025	Octob...	Boyle & Lowry, LLP	14,255.06
Bill	11/17/2025	0635-...	Brown & Hofmeister, LLP	5,120.00
Bill	11/25/2025	Nove...	Boyle & Lowry, LLP	28,401.99
Total 5804 Attorney Fees				47,777.05
5814 Engineering				
Check	11/20/2025	Debit	Half Associates, Inc.	17,012.26
Total 5814 Engineering				17,012.26
5818 Inspections				
Check	11/12/2025	Debit	Build by I-Codes	2,050.00
Check	11/20/2025	Debit	Analisa Griffith	1,500.00
Total 5818 Inspections				3,550.00
Total Services				68,339.31
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Bill	11/12/2025	Inv #S...	Denton Electric, Inc.	3,483.00
Bill	11/12/2025	Inv #1...	Uline	2,038.36
Deposit	11/20/2025		Deposit	-1,440.00
Total 5902 Bldg Maintenance/Supplies				4,081.36
5904 Electric				
Check	11/21/2025	Debit	Hudson Energy Services, LLC	2,635.64
Total 5904 Electric				2,635.64
5908 Street Lighting				
Check	11/21/2025	Debit	Hudson Energy Services, LLC	4,035.90
Total 5908 Street Lighting				4,035.90

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

Type	Date	Num	Name	Amount
5912 Water				
Check	11/01/2025	Debit	L.C.M.U.A.	1,096.86
Total 5912 Water				1,096.86
Total Utilities & Maintenance				11,849.76
Total Expense				1,587,299.05
Net Ordinary Income				-1,587,299.05
Net Income				-1,587,299.05



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: 11/01/2025 - 11/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.0905%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 49 DAYS AND THE NET ASSET VALUE FOR 11/28/25 WAS 1.000062.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			959.26
11/28/2025	MONTHLY POSTING	9999888	3.25	962.51
	ENDING BALANCE			962.51

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	959.26
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3.25
ENDING BALANCE	962.51
AVERAGE BALANCE	959.26

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	1,619,052.67	2,740,949.89	23,447.67



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: 11/01/2025 - 11/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.0905%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 49 DAYS AND THE NET ASSET VALUE FOR 11/28/25 WAS 1.000062.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			11,229.14
11/28/2025	MONTHLY POSTING	9999888	37.75	11,266.89
	ENDING BALANCE			11,266.89

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	11,229.14
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	37.75
ENDING BALANCE	11,266.89
AVERAGE BALANCE	11,229.14

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	442.43



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: 11/01/2025 - 11/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.0905%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 49 DAYS AND THE NET ASSET VALUE FOR 11/28/25 WAS 1.000062.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			55,231.87
11/28/2025	MONTHLY POSTING	9999888	185.62	55,417.49
	ENDING BALANCE			55,417.49

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	55,231.87
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	185.62
ENDING BALANCE	55,417.49
AVERAGE BALANCE	55,231.87

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	5,212.95	2,242.61



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: 11/01/2025 - 11/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.0905%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 49 DAYS AND THE NET ASSET VALUE FOR 11/28/25 WAS 1.000062.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			94,227.73
11/28/2025	MONTHLY POSTING	9999888	316.71	94,544.44
	ENDING BALANCE			94,544.44

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	94,227.73
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	316.71
ENDING BALANCE	94,544.44
AVERAGE BALANCE	94,227.73

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	3,712.97



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: 11/01/2025 - 11/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.0905%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 49 DAYS AND THE NET ASSET VALUE FOR 11/28/25 WAS 1.000062.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,430,841.52
11/12/2025	WIRE WITHDRAWAL	224388	1,326,381.43 -	8,104,460.09
11/17/2025	WIRE WITHDRAWAL	6187335	525,572.38 -	7,578,887.71
11/28/2025	MONTHLY POSTING	9999888	28,060.27	7,606,947.98
	ENDING BALANCE			7,606,947.98

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,430,841.52
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	1,851,953.81
TOTAL INTEREST	28,060.27
ENDING BALANCE	7,606,947.98
AVERAGE BALANCE	8,345,532.84

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	4,179,944.78	7,780,164.48	409,879.66



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: 11/01/2025 - 11/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.0905%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 49 DAYS AND THE NET ASSET VALUE FOR 11/28/25 WAS 1.000062.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			111,228.03
11/28/2025	MONTHLY POSTING	9999888	373.85	111,601.88
	ENDING BALANCE			111,601.88

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	111,228.03
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	373.85
ENDING BALANCE	111,601.88
AVERAGE BALANCE	111,228.03

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	4,382.84

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2025-12-_____**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS
AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER
8: OFFENSES AND NUISANCES; ARTICLE 8.09, RESTRICTIONS
ON SEX OFFENDERS BY AMENDING SECTION 8.09.03
PROPERTY OWNERS PROHIBITED FROM RENTING REAL
PROPERTY TO SEX OFFENDERS; PROVIDING FOR
INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS;
PROVIDING FOR AMENDMENTS; PROVIDING A
CUMULATIVE REPEALER CLAUSE; PROVIDING FOR
SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR
A PENALTY; PROVIDING FOR A PUBLICATION CLAUSE;
PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND
PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Town of Hickory Creek, Texas, is given authority by Chapter 51 of the Local Government Code to amend an ordinance; and

WHEREAS, the Town desires to amend its residency restrictions for sex offenders; and

WHEREAS, the Town intends to establish criminal liability for violators of the prohibitions contained therein and to assess fines as punishment for convictions of offenses thereunder; and

WHEREAS, the intent of the Town in enacting residency restrictions for sex offenders is, and always has been, to establish exclusively criminal proceedings enforced by criminal courts; and

WHEREAS, the Town deems it necessary to adopt such rules for the safeguarding of public health, safety and welfare.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
FINDINGS**

After due deliberations the Town Council has concluded that the above premises are true and correct, are incorporated into the body of this ordinance as if copied in their entirety, and that adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

SECTION 3

AMENDMENTS

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.09: Restrictions on Sex Offenders; Section 8.09.003: Property owners prohibited from renting real property to sex offenders (a), shall be amended to read as follows:

"(a) It is unlawful to let or rent any place, structure or part thereof, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent or temporary residence pursuant to the terms of this article, if such place, structure or part thereof, is located within 1,000 feet, as defined in section 8.09.002, of any premises where children commonly gather, including a playground, school, day care facility, video arcade facility, public or private youth center, or public swimming pool, as those terms are defined in section 481.134 of the Health and Safety Code of the state.

SECTION 4

CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 5

SAVINGS

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any and all violations of the provisions of the Town's Code of Ordinances or of any other ordinance regarding restrictions on sex offenders, which have been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6

SEVERABILITY

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the Town shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7

PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance shall be charged with a Class C misdemeanor, and any person violating or failing to comply with any provision of this Ordinance shall be fined, upon conviction, an amount 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.

SECTION 8
PUBLICATION

The Town Secretary of the Town of Hickory Creed is directed to publish in the official newspaper of the Town, the caption, penalty clause, and effective date of this Ordinance as required by law.

SECTION 9
ENGROSSMENT AND ENROLLMENT

The Town Secretary 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 and by filing this Ordinance in the Ordinance records of the Town.

SECTION 10
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage 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 8th day of December 8, 2025.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Matthew C.G. Boyle, Town Attorney
Town of Hickory Creek, Texas

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-1208-___

A RESOLUTION SETTING A DATE, TIME, AND PLACE A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE TOWN OF HICKORY CREEK, TEXAS, AND AUTHORIZING AND DIRECTING THE TOWN SECRETARY TO PUBLISH NOTICE OF SUCH PUBLIC HEARING.

WHEREAS, the Town of Hickory Creek received a voluntary request for annexation from Rabiye Beciri requesting the Town to annex their property known as Block A, Lot 1 of the Beciri Addition; and

WHEREAS, all prerequisites for the adoption of this Resolution have been met, including but not limited to Chapter 43 of the Local Government Code and Chapter 551 of the Texas Government Code; and

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

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

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

SECTION 2. On the 26th day of January 2026, at 6 o'clock in the Town Council Chamber of the Town Hall of the Town of Hickory Creek, Texas, 1075 Ronald Reagan Avenue, the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the Town of Hickory Creek, Texas of the following described property, to-wit:

THE BECIRI ADDITION BLK A LOT 1

SECTION 3. The Town Secretary of the Town of Hickory Creek is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the town and in the above-described territory not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this the 8th day of December, 2025.

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary



AGENDA INFORMATION SHEET

MEETING DATE: December 8, 2025

AGENDA ITEM: Conduct a public hearing regarding an ordinance for the issuance of a Special Use Permit requested by Kimley-Horn and Associates on behalf of Wal-Mart Real Estate Business Trust for the operation of drones for grocery delivery in the required parking lot and consider and act on a recommendation for the same. The property is located at 1035 Hickory Creek Boulevard and is legally described as Wal-Mart Addition (Lake Dallas ISD), Block A, Lot 1R, Town of Hickory Creek, Denton County, Texas.

AGENDA ITEM

SUMMARY: On December 16, 2024, the Town Council approved a one-year Special Use Permit authorizing the operation of grocery-delivery drones within the required parking area located on the south side of the building. Drone operations commenced in January 2025. In October 2025, an application was submitted requesting continuation of the use and approval for its expansion. The proposed expansion would extend the drone delivery station into an additional section of the adjacent parking row.



November 26, 2025
AVO 37638.200

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

**Re: Walmart Wing Autoloader (Lot 1, Block A – Wal-Mart Addition)
Special Use Permit for Site Plan Additions
1st Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Special Use Permit application for Site Plan additions for the Walmart Wing Autoloader, Lot 1, Block A Wal-Mart Addition on November 4th, 2025. The surveyor and engineer is Kimley-Horn & Associates, Inc. The owner is Walmart.

Revised Plans submitted: November 17, 2025
Revised Autoloader Site Plan Exhibit submitted: November 24, 2025

Halff has reviewed the Special Use Permit for Site Plan additions and recommends approval of the Special Use Permit contingent on addressment of the following comments below. Please note all Platting and Stormwater Management Plan and Drainage/Downstream Assessment was approved in past Town Planning and Zoning and Council meetings.

Key Changes from Previously Approved Site and Landscape Plan

1. Construction of a new fenced and gated Wing Autoloader Installation for use with the existing Wing Nest Area (more commonly referred to as the Drone Delivery Pad).
2. Additional pavement markings and signage will be placed to ensure safe access to the Nest Area and Autoloader for Walmart employees.
3. Loss of 6 parking spaces.
4. No changes to landscaping or irrigation plan.

Comments on Site Plan Additions

1. A final signed and sealed Site Plan reflecting the latest Autoloader location will need to be provided prior to Town approval of Civil Construction Plans. i.e. the latest Site Plan exhibit needs to be incorporated with the civil plans provided from November 17, 2025.
2. Refer to Town checklist markup for additional comments.
3. Refer to attached markups for all additional comments.
4. Please address comments and markups on the attached markups and provide response letter and annotated responses on plans.
5. Please amend all callouts of "City" of Hickory Creek to be "Town."
6. The proposed improvements will need to be reviewed by the Town Building Department to ensure available wing autoloader structure details and/or shop drawings meet Building Code.

7. The Site Analysis Table for Parking Spaces Data does not match the recently provided Walmart EV Stations (WM 3286.101) site plan and construction plans. Please verify parking counts and notes/data are consistent for the existing condition between developments.
8. The location and dimensions of the proposed improvements do not conflict with any known water or sewer infrastructure. The underground electric line proposed to be installed by bore crosses an existing storm drain line, please verify there are no conflicts vertically and adequate clearance will be achieved.
9. Missing County information from Title Block and Site Data table.

Sincerely,

HALFF

TBPELS Engineering Firm No. 312

A handwritten signature in black ink, appearing to read "Kevin Gronwaldt", with a stylized flourish at the end.

Kevin Gronwaldt, PE, LGPP
Consulting Engineer for the Town of Hickory Creek

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

Attachment: Site Plan Exhibit markups
Town Checklist markup

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2025-12-_____

AN ORDINANCE OF THE TOWN COUNCIL OF HICKORY CREEK, TEXAS, GRANTING A SPECIAL USE PERMIT FOR THE OPERATION OF DRONES FOR DELIVERIES AT 1035 HICKORY CREEK BOULEVARD, A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS WAL-MART ADDITION (LAKE DALLAS ISD), BLOCK A, LOT 1R, T OF HICKORY CREEK, TEXAS; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN AS PROVIDED FOR HEREIN; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of this Town, and after considering the information submitted at that public hearing and all other relevant information and materials, the Town Council finds that such Special Use Permit should be granted; and

WHEREAS, the Town Council deems the adoption of this ordinance in the best interests of the health, safety, and welfare of the public; and

WHEREAS, all constitutional and statutory requirements and prerequisites for the approval of this ordinance have been met, including but not limited to Chapter 211 of the Local Government Code and the Open Meetings Act.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
SPECIAL USE PERMIT

The Special Use Permit be issued to allow the operation of drones for deliveries at 1035 Hickory Creek Boulevard, otherwise known as Wal-Mart Addition (Lake Dallas ISD), Block A, Lot 1R, Town of Hickory Creek, Denton, Texas in accordance with the Site Plan attached hereto as Exhibit A. If the above-described Special Use Permit is revoked for any reason, the applicant must re-submit an Application for Special Use Permit and obtain approval for same. Furthermore, that the Special Use Permit approved herein shall be issued pursuant to the existing terms, fees, and conditions for Special Use Permits issued by the Town of Hickory Creek, Texas.

SECTION 4
APPLICABLE REGULATIONS

Except as otherwise provided in this Ordinance, the Property shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town, including, but not limited to, the Town's subdivision ordinance, building codes, requirements concerning preliminary and comprehensive site plans, landscape plans, and tree preservation.

SECTION 5
CUMULATIVE

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

SECTION 6
SAVINGS

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

SECTION 7
SEVERABILITY

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

SECTION 8
PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues. If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 9
PUBLICATION

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

SECTION 10
ENGROSSMENT AND ENROLLMENT

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

SECTION 11
EFFECTIVE DATE

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek,
Texas, this 8th day of December, 2025.

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

ATTEST:

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

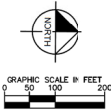
APPROVED AS TO FORM:

Matthew C.G. Boyle, Town Attorney
Town of Hickory Creek, Texas



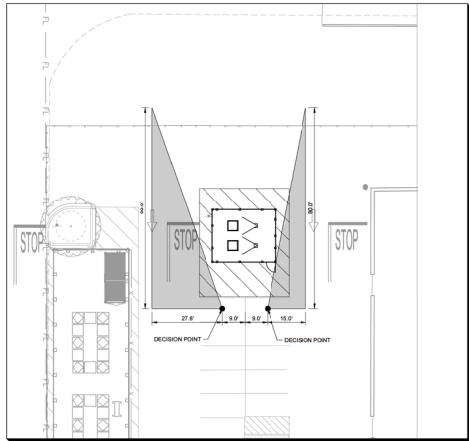
NOTES	
1.	SITE PLAN IS BASED ON AERIAL AND ORIGINAL STORE PLANS.

SITE DATA TABLE	
GENERAL SITE DATA	
LEGAL DESCRIPTION	WAL-MART ADDITION, BLOCK 1R, LOT A
ZONING	C1 - COMMERCIAL DISTRICT
SITE CREAGER	22.86 ACRES
ADDRESS	1028 HICKORY CREEK BLVD, HICKORY CREEK, TX 75666

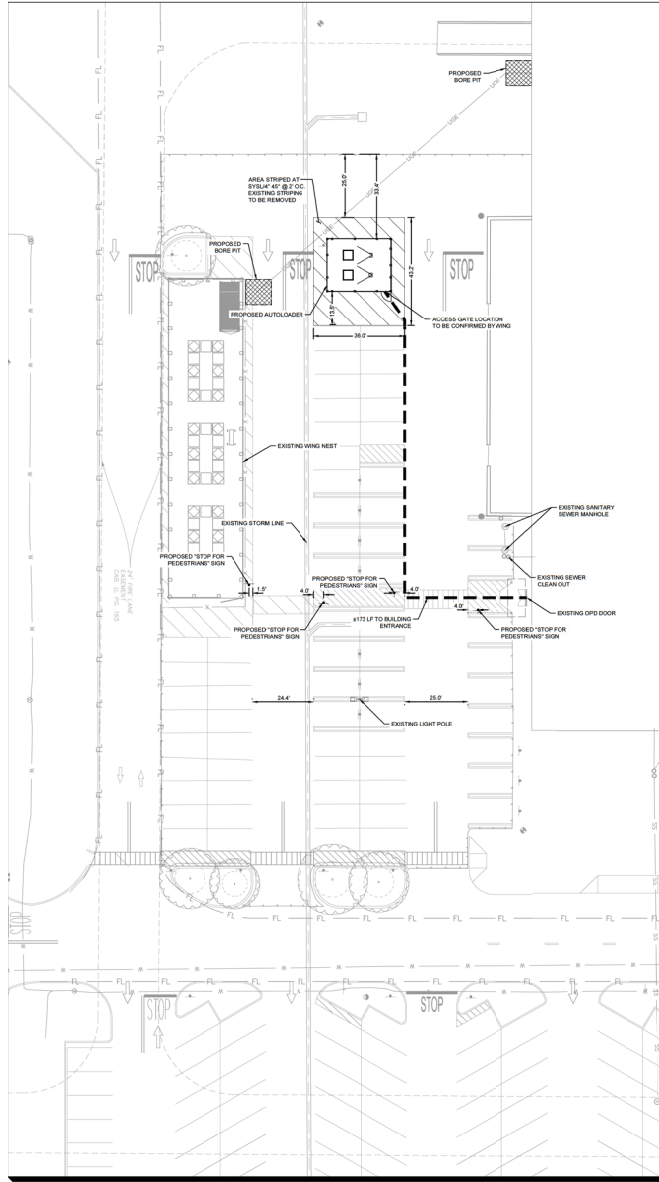


SITE ANALYSIS TABLE (EXISTING STORE)		
	EXISTING	PROPOSED
TOTAL BUILDING AREA	204,167 S.F.	204,167 S.F.
REQUIRED PARKING (PER CITY OF HICKORY CREEK)	1,021 SPACES	1,021 SPACES
REQUIRED PARKING RATIO (PER CITY OF HICKORY CREEK)	5.0/1,000 S.F.	5.0/1,000 S.F.
REQUIRED PARKING (PER ECK/CC&R)	817 SPACES	817 SPACES
REQUIRED PARKING RATIO (PER ECK/CC&R)	4.0/1,000 S.F.	4.0/1,000 S.F.
CUSTOMER AND ASSOCIATE PARKING	935 SPACES	929 SPACES
ACCESSIBLE PARKING	24 SPACES	24 SPACES
TV PARKING	0 SPACES	0 SPACES
PICKUP PARKING	24 SPACES	24 SPACES
CART CORALS (NOT INCLUDED IN PARKING COUNTS BELOW)	40 SPACES	40 SPACES
PROPOSED TOTAL PARKING EXCLUDING PICKUP STALLS	959 SPACES	959 SPACES
PROPOSED PARKING RATIO EXCLUDING PICKUP STALLS	4.7/1,000 S.F.	4.7/1,000 S.F.
PROPOSED TOTAL PARKING INCLUDING PICKUP STALLS	983 SPACES	977 SPACES
PROPOSED PARKING RATIO INCLUDING PICKUP STALLS	4.8/1,000 S.F.	4.8/1,000 S.F.

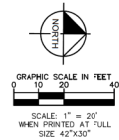
1. LOAD FLOOR AREA IS PER INFORMATION OBTAINED FROM LEO BAUER WITH CALLAWAY ON 01/29/2025.
2. EXISTING PARKING COUNT WAS BASED ON HAND COUNT DURING SITE VISIT CONDUCTED ON 01/14/2025.
3. PARKING SPACES OCCUPIED BY CART CORALS HAVE BEEN EXCLUDED FROM PARKING COUNTS AND PARKING RATIO.
4. REQUIRED A/R PARKING FROM HICKORY CREEK CODE OF ORDINANCES, SECTOR ARTICLE 30X SECTION 4.11.
5. PROPOSED PARKING RATIO APPROVED PER CITY COUNCIL MEETING ON 11/25/02 PERMIT NUMBER: 24-11702.



SIGHT DISTANCE
TRIANGLE
SCALE: 1"=20'



INSET A
SCALE: 1"=20'



DESIGN / CODE SUMMARY

REDUCTION OF PARKING STALLS:
6 STALLS

ENTITLEMENT SUMMARY:
- PORTFOLIO HAS NOT BEEN
REVIEWED

DISCLAIMERS

- * PRELIMINARY DESIGN CONCEPT ONLY
- * WALMART CM PARTNERS HAVE NOT REVIEWED TO VERIFY/APPROVE AS OF 11/24/2025

SCOPE TRIP:	MMCOYYYY
PROJECTED ENTITLEMENT SUBMITTAL:	MMCOYYYY
PROJECTED ENTITLEMENT APPROVAL:	MMCOYYYY
PROJECTED PWD:	MMCOYYYY
PROJECTED PERMIT APPROVAL:	MMCOYYYY
POSSESSION DATE:	MMCOYYYY
CONSTRUCTION COMPLETE:	MMCOYYYY



WINGS SITE PLAN CONCEPT
11/24/2025

#3286-1009

HICKORY CREEK, TX

Kimley»Horn



AGENDA INFORMATION SHEET

MEETING DATE: December 8, 2025

AGENDA ITEM: Consider and act on a Site Plan for Founders Classical Academy of Corinth located at 800 Point Vista Road, being 5.13 acres of land situated in the Cornelius Town Center Addition, Block A, Lot 1, Town of Hickory Creek, Denton County, Texas.

AGENDA ITEM

SUMMARY: Founders' Classical Academy, located at 800 Point Vista Road, has applied to construct a playground area in the front parking lot.

The proposed playground will occupy 56 parking spaces in the existing parking lot. The original construction was intended to be a one story retail building with multiple tenants but was purchased in 2015 for conversion to a school. Per the requirements of Chapter 14, Article XXIV Vehicle Parking Regulations, Section 4, (19) "Schools, Elementary or Junior High—One space for each classroom, plus one space for each four seats in any auditorium, gymnasium, or other place of assembly, whichever is greater." By this calculation, the school has adequate parking

The current playground is located behind the school on the EDC land in the 1051 block of Ronald Reagan Avenue.



November 26, 2025
AVO 37638.200

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

**Re: Founders Classical Academy of Corinth (Lot 1, Block A – Cornelius Town Center Addition)
– Site Plan Addition (New Playground)
2nd Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a site plan addition for Founders Classical Academy of Corinth, Lot 1, Block A of the Cornelius Town Center Addition on November 5, 2025. The owner is Responsive Education Solutions. The surveyor/engineer is unknown at this time.

2nd Submittal Received: November 20, 2025

Halff has reviewed the proposed site plan additions and recommends approval of the site plan additions. Previous major comments have been addressed.

Key Changes from Previously Approved Site and Landscape Plan

1. Construction of a new playground area within the existing parking lot.
2. No further changes to the site plan.
3. No changes to landscaping or irrigation plan.

Comments on Site Plan Addition

1. The proposed improvements will need to be reviewed by the Town Building Department to ensure available playground and shade structure details and/or shop drawings meet Building Code.
[1st Review Response: None](#)
[2nd Review: Town shall coordinate with Building Department and Building Code Official to confirm.](#)
2. The location and dimensions of the proposed improvements do not conflict with any known storm drain, water or sewer infrastructure.
[1st Review Response: None](#)
[2nd Review: No action required.](#)
3. Please refer to the attached Town Checklist for site plan addition comments to be addressed.
[1st Review Response: None](#)
[2nd Review: All checklist items addressed.](#)
4. Please refer to the attached markups for all comments not specifically included in the Town Checklist.
[1st Review Response: Annotated plan markups responses provided.](#)

2nd Review: Comment addressed.

5. Owner/Surveyor/Engineer/Contractor shall submit annotated comment response letter indicating addressment of comments.

1st Review Response: No Response Letter Provided

2nd Review: Comment partially addressed, no letter provided, however annotated plan markup responses provided and all comments from 1st Review Letter have been addressed.

6. Please include the names, addresses, and contact information for the Owner, Developer Applicant and the engineer/architect on the site plan and legible on the submitted PDF. Currently not shown or illegible. (Checklist and Markups)

1st Review Response: Owner information provided.

2nd Review: Comment addressed. Owner is same as developer applicant. No engineer/architect as this is a playground vendor.

7. Please verify that parking space reduction still meets requirements for the current building usage of a School requiring:

1 space for every classroom + 1 space for every 4 seats in largest gathering/assembly space (auditorium, gymnasium, cafeteria, etc.) Per Zoning Ordinance Chapter 14 Article XXIV Section 4 Item 19 (Markups)

1st Review Response: Parking Calculation provided on Site Plan

2nd Review: Comment addressed. Calculations shows 121 parking spaces required, 247 spaces are being provided with this site plan addition.

8. Please clarify the use/intent on the highlighted yellow space in the site plan drawing. Is this a Green/Lawn/Turf area? Confirm ground cover material in this area. (Markups)

1st Review Response: The highlighted yellow area is intended to be a play area with a perimeter fence. Material will be rubber mulch.

2nd Review: Comment addressed.

9. Please confirm if the boundary/perimeter fence will go around the entire area (playground and yellow highlighted) or playground only. (Markups)

1st Review Response: Perimeter fence will go around the entire playground and play area.

2nd Review: Comment addressed.

10. Please verify the playground placement will not negatively impact existing grading or positive sheet flow of drainage runoff through the parking lot to the southern grate inlets. (Markups).

1st Review Response: Verified no impact to drainage runoff or impeded positive sheet flow.

2nd Review: Comment addressed.

11. Please verify the proposed ramp to the playground is ADA compliant (Markups).

1st Review Response: Ramp cut sheets provided. Verified ADA accessible.

2nd Review: Comment addressed.

12. Please verify what the playground ground material will be. Poured-in-Place Rubber, Rubber Granule Mesh, Woodchips, etc. (Markups)

1st Review Response: Rubber nugget mulch atop rubber mats as needed.

2nd Review: Comment addressed.



Sincerely,

HALFF

TBPELS Engineering Firm No. 312

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

Kevin Gronwaldt, PE, LGPP
Consulting Engineer for the Town of Hickory Creek

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

Attached: Town Checklist
Annotated Site Plan Responses

Parking Calculations:
 Classrooms - 46
 Lunchroom - 300 Seats / 4 = 75 Parking Spaces
 Required

303 Spaces
 56 Spaces in Play Area
 247 Spaces Remaining

Responses received
 November 20

POINT VISTA ROAD

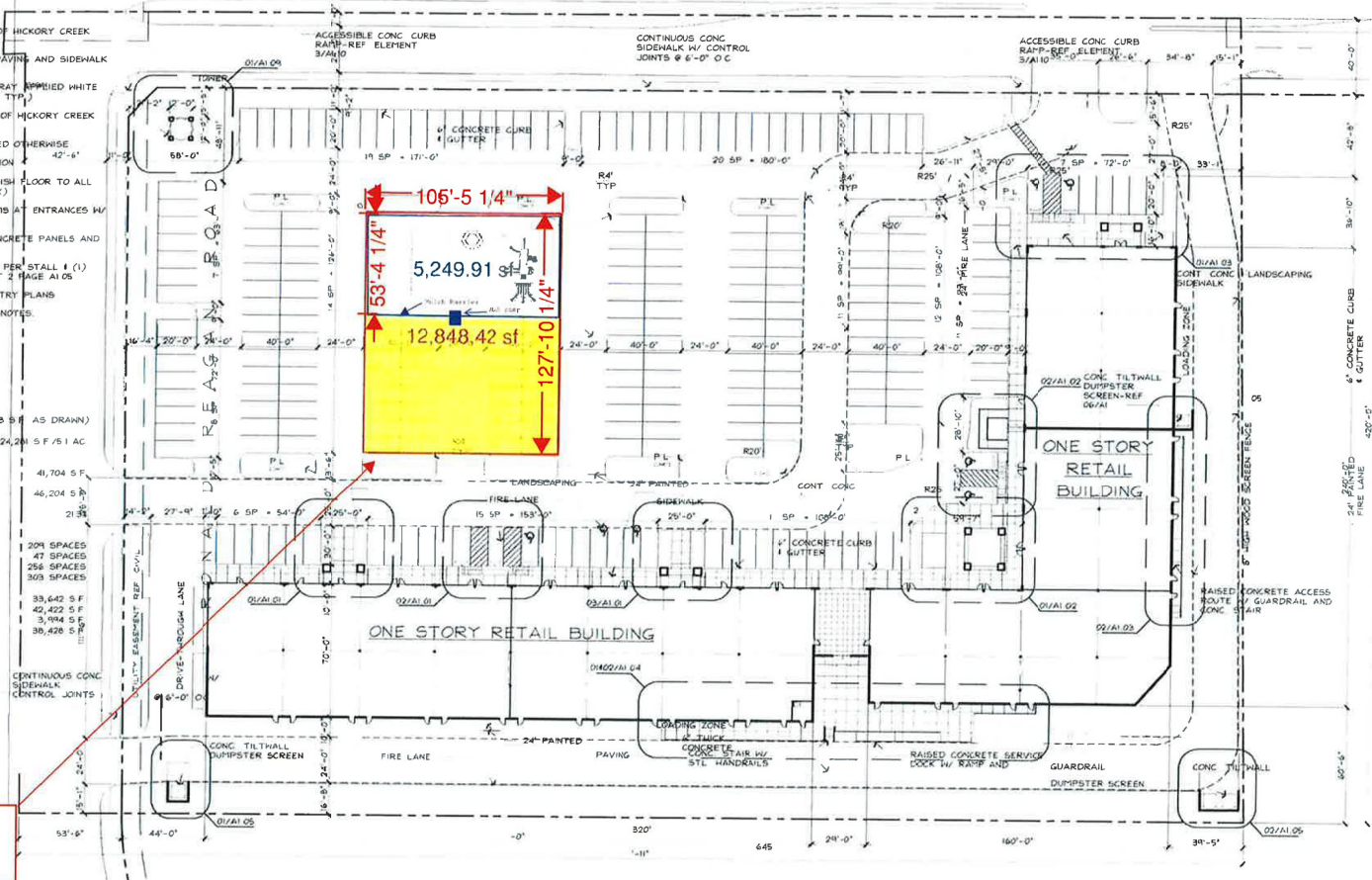
GENERAL DATA

1. ALL DRIVE & APPROACHES SHALL MEET CITY OF HICKORY CREEK STANDARDS
2. REFER TO PROJECT MANUAL FOR CONCRETE PAVING AND SIDEWALK SPECIFICATIONS
3. PARKING LOT STRIPING SHALL BE 4" WIDE SPRAY APPLIED WHITE VINYL ACRYLIC PAINT (ALL SPACES 9'-0" WIDE TYP)
4. ALL FIRELANES SHALL BE STRIPED PER CITY OF HICKORY CREEK STANDARDS
5. ALL CURB RADII SHALL BE 3'-0" UNLESS NOTED OTHERWISE
6. REFER TO CIVIL FOR SITE GRADING INFORMATION
7. PROVIDE 1/4" MIN & 1/2" MAX DROP FROM FINISH FLOOR TO ALL CONCRETE STOOPS & ENTRANCES (REF: XX/XX/XX)
8. DOVEL STOOPS AND HALKS INTO GRADE BEAMS AT ENTRANCES W/ R4'S AT 12" O.C
9. DIMENSIONS ARE TO GRID LINES, FACE OF CONCRETE PANELS AND FACE OF ROUGH OPENINGS
10. PROVIDE (1) ACCESSIBLE PARKING STALL SIGN PER STALL & (1) VAN ACCESSIBLE SIGN PER GROUP REF: ELEMENT 2 PAGE A105
11. REFER TO SHEET A101-A103 FOR ENLARGED ENTRY PLANS
12. REFER TO SHEET A110 FOR ADA DETAILS AND NOTES
13. REFER TO SHEET A106 FOR PAVING DETAILS

SITE DATA

	GROSS SITE AREA	270,500 S.F. / 6.21 AC (264,010 S.F. AS DRAIN)
NEW R.O.W. AREA	NET SITE AREA	46,227 S.F. / 1.1 AC
	BUILDING AREA	41,704 S.F.
	RETAIL FOR LEASE	46,204 S.F.
RESTAURANT	TOTAL BUILDING AREA	4,500 S.F.
	COVERAGE	21.3%
	PARKING REQUIRED	
	RETAIL (1,200 S.F.)	
	RESTAURANT (19 GUESTS/141 GUESTS = 47)	
	TOTAL PARKING REQUIRED	256 SPACES
	PARKING PROVIDED	303 SPACES
	LANDSCAPE REQUIRED (15%)	33,442 S.F.
	TOTAL LANDSCAPE PROVIDED (18.1%)	42,422 S.F.
	LANDSCAPE IN MEDIAN	3,194 S.F.
	LANDSCAPE ON SITE	30,428 S.F.
	UPDATED AS OF 01-20-05	

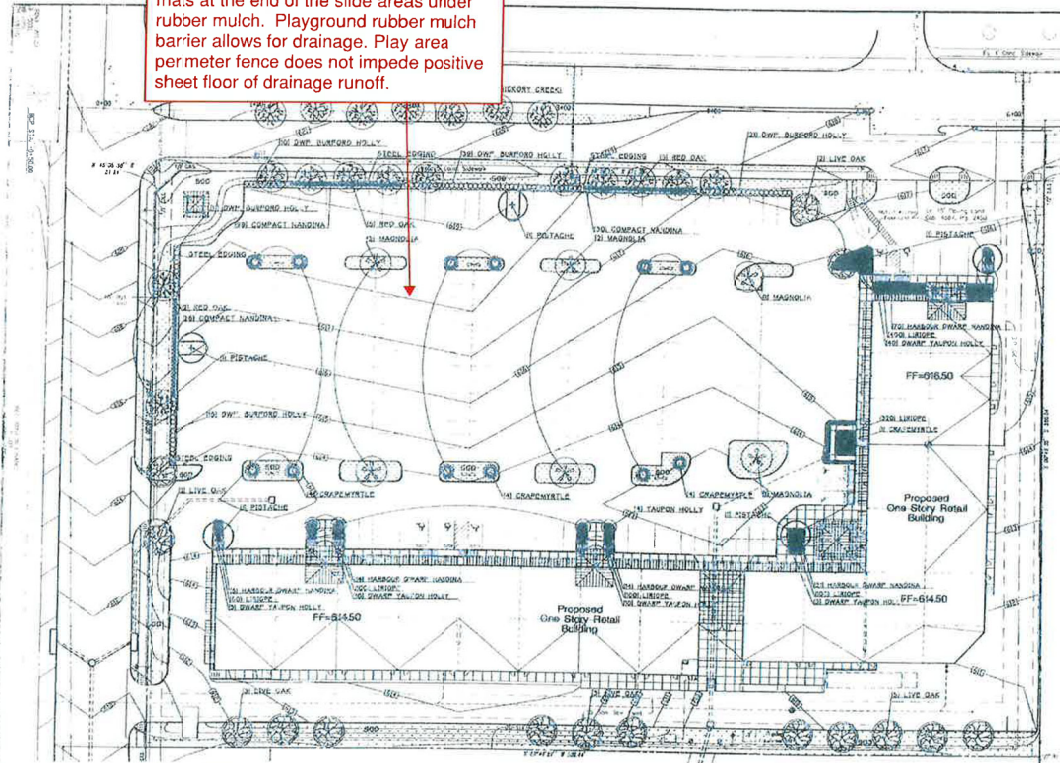
Play Area including the playground to receive perimeter fencing.



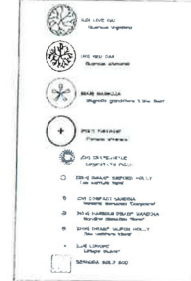
SITE PLAN
 SCALE: 1" = 30'-0"
 NORTH

Hickory Creek Playground and Play Area
 800 Point Vista Rd. Suite 518
 Hickory Creek, TX 75065
 Owner: Responsive Education Solutions
 10/28/25

Playground and Playground area will be on concrete. Playground will have rubber mats at the end of the slide areas under rubber mulch. Playground rubber mulch barrier allows for drainage. Play area perimeter fence does not impede positive sheet floor of drainage runoff.



PLANT LEGEND



Quant.	Common Name	Botanical Name	Size	Spacing	Comments
19	RED OAK	<i>Quercus shumardii</i>	3" cal.	20' x 4'	single
15	LIVE OAK	<i>Quercus virginiana</i>	3" cal.	20' x 4'	single
4	PISTACHIO	<i>Pistacia chinensis</i>	3" cal.	per plan	single
13	CHAPMANYE	<i>Lagerströmia indica</i>	15 col.	per plan	multi
8	LITTLE OLM MAGNOLIA	<i>Magnolia grandiflora</i>	5" cal.	per plan	Multi Trunk
4	YALPOUN HOLLY	<i>Ilex yalpoensis</i>	15 col.	per plan	Multi Trunk
35	COMPACT MAGNOLIA	<i>Magnolia speciosa</i>	5 gal.	20' x 4'	Multi Trunk
35	DWARF BURFORD HOLLY	<i>Ilex cornuta 'Nana'</i>	5 gal.	30' x 4'	Multi Trunk
72	DWARF YALPOUN HOLLY	<i>Ilex yalpoensis 'Nana'</i>	5 gal.	30' x 4'	Multi Trunk
124	HARBOR OAK MAGNOLIA	<i>Magnolia densa 'Harbour'</i>	3 gal.	24' x 4'	Multi Trunk
1392	LIPOPE	<i>Liriodendron muscicola</i>	4" cal.	12' x 4'	Multi Trunk

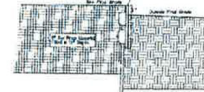
- LANDSCAPE NOTES:
- Plant material shall be measured and sized according to the latest edition of the Texas Nursery and Landscape Association (TNLA) grades and standards.
 - All plant beds shall be flag-staked with a minimum of 3 inches of landscape or other mulch.
 - Trees shall be planted at least 4 feet from any utility line, curb, rock, fire connection, and/or other utility structures.
 - Trees requiring staking and support shall have a minimum stake length of 7 ft. All plant material shall be maintained in a healthy and growing condition as appropriate for the season of the year. Plant material that is damaged, diseased, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise specified in writing by the owner of Hickory Creek.
 - Before construction, landscape contractor and general contractor shall verify and locate all existing utilities in order of installation.
 - Please refer to all landscape and irrigation specifications.
 - All landscape beds and turf areas to be separated with steel edging.
 - All landscape beds to be at least 4 inches deep.
 - All hydro-mulch or seed areas to be kept to a 1/2" depth by site grading contractor.
 - Landscape contractor to bring all trees to site grade and remove all stumps, rocks or debris 30" in diameter.

LANDSCAPE CODE COMPLIANCE
TOWN OF CORNELIUS
Cornelius Town Center Addition

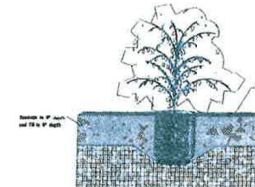
- ALL plant material shall be selected from approved landscape species list and shall meet size requirements.
- ALL landscape material shall meet minimum requirements, regardless of size, color, texture, form, or other characteristics.
- ALL material to be used in landscape shall be in compliance with all applicable codes.
- ALL required quantities shall be noted on plans.
- LANDSCAPE REQUIREMENTS
- Tree Requirements
- REQUIRED: All property shall provide a minimum of 10 trees per acre, or 1 tree per 1,000 sq. ft. of area, to be planted in any manner or in more than one area in the property to the satisfaction of the Planning Department.
- Plant Requirements
- REQUIRED: All property shall provide a minimum of 10 percent of grass or other ground cover in any area of the property to be planted in any manner or in more than one area in the property to the satisfaction of the Planning Department.
- Plant Requirements
- REQUIRED: All property shall provide a minimum of 10 percent of grass or other ground cover in any area of the property to be planted in any manner or in more than one area in the property to the satisfaction of the Planning Department.
- Plant Requirements
- REQUIRED: All property shall provide a minimum of 10 percent of grass or other ground cover in any area of the property to be planted in any manner or in more than one area in the property to the satisfaction of the Planning Department.



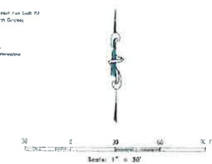
1. TREE PLANTING



2. LANDSCAPE BED



3. LANDSCAPE BED



G & A Consultants, Inc.
5000 W. 10th Street
Suite 100
Hickory Creek, TX 75065
Phone: 940.383.1111
Fax: 940.383.1112

Cornelius Town Center Addition
800 Point Vista Rd. Suite 518
Hickory Creek, TX 75065
J.W. SIMMONS SUBMITTAL NO. 183
TOWN OF CORNELIUS
DENVER COUNTY, TEXAS

LANDSCAPE PLAN

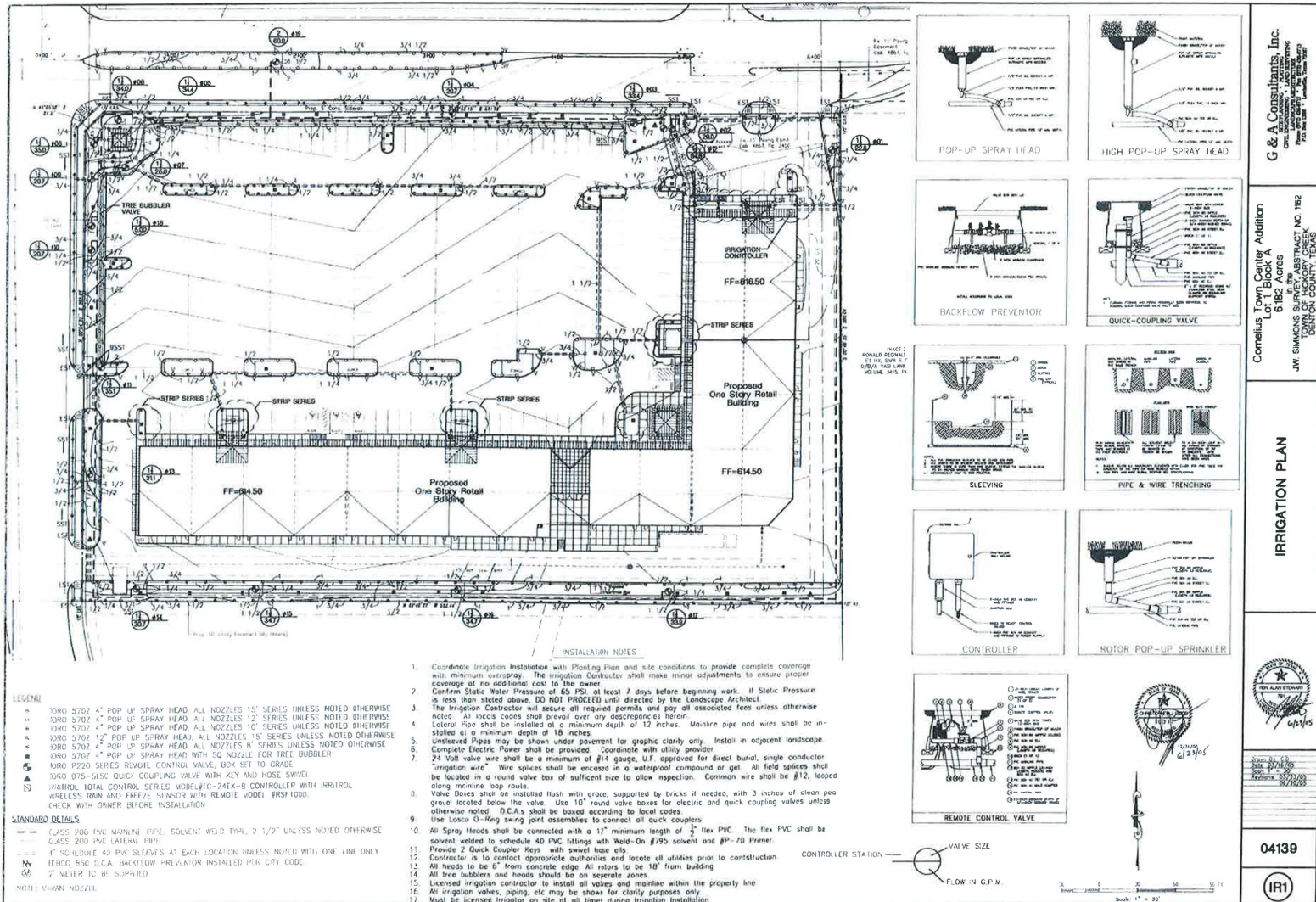


DATE: 10/28/25
DRAWN BY: J.W. SIMMONS
CHECKED BY: J.W. SIMMONS
APPROVED BY: J.W. SIMMONS

04139

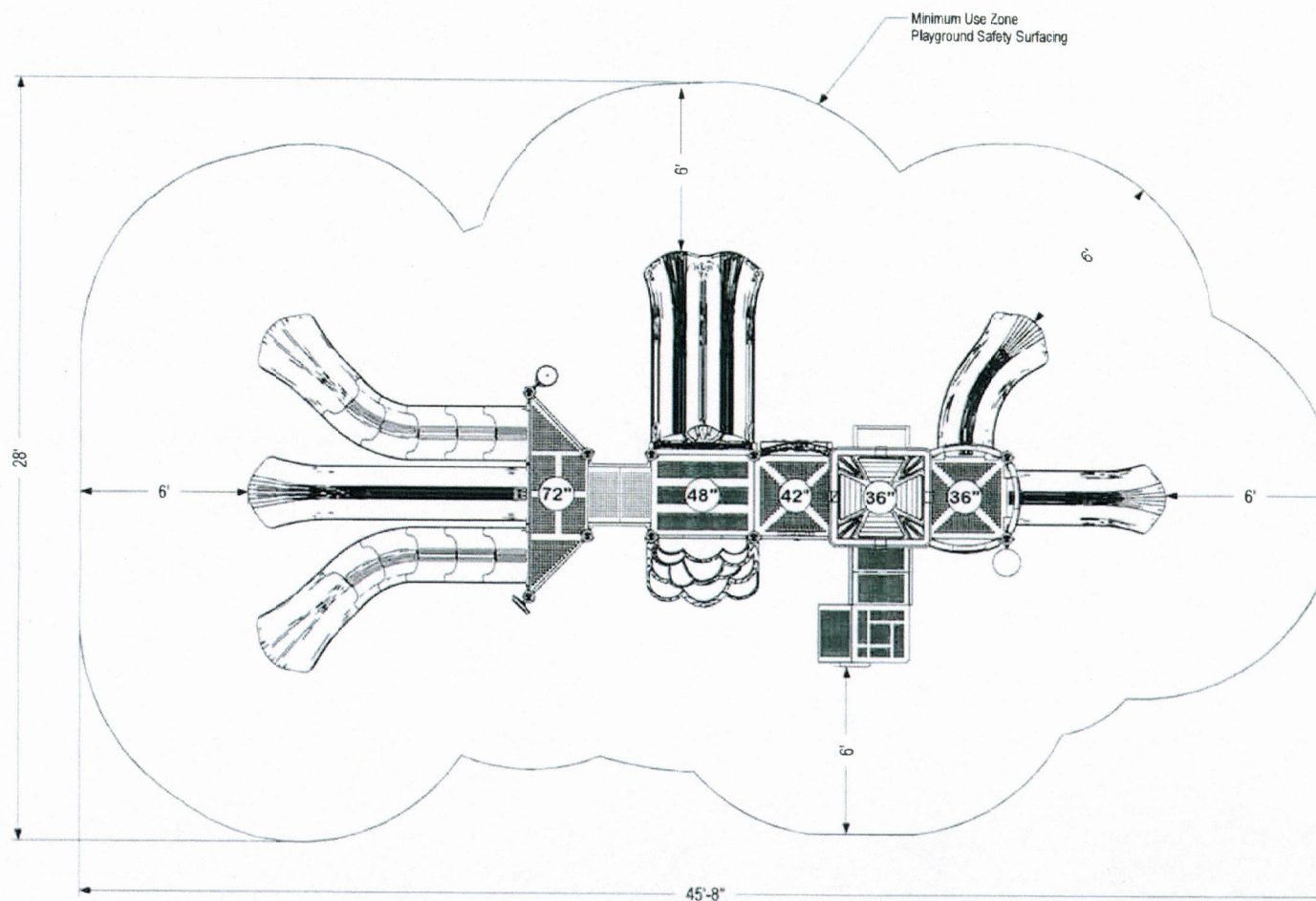
L1

Hickory Creek Playground and Play Area
800 Point Vista Rd. Suite 518
Hickory Creek, TX 75065
Owner: Responsive Education Solutions
10/28/25



Hickory Creek Playground and Play Area
 800 Point Vista Rd. Suite 518
 Hickory Creek, TX 75065
 Owner: Responsive Education Solutions
 10/28/25

PLAN VIEW



www.PlaygroundBoss.com
1 800 878.0320

King Kong Slide 'O Extravaganza

Structure Size: 33'-4" x 15'-7" x 12'-3"	Critical Fall Height: 6'-0"
Recommended Use Zone: 45'-8" x 28'-0"	Age Group: 2-12
Use Zone Area: 1033 Sq Ft	Capacity: 55-60

✓ ASTM F-1487 ✓ CPSC Pub 325

ADA Schedule

Total Elevated Components:	8
Total Ground-Based Components:	3

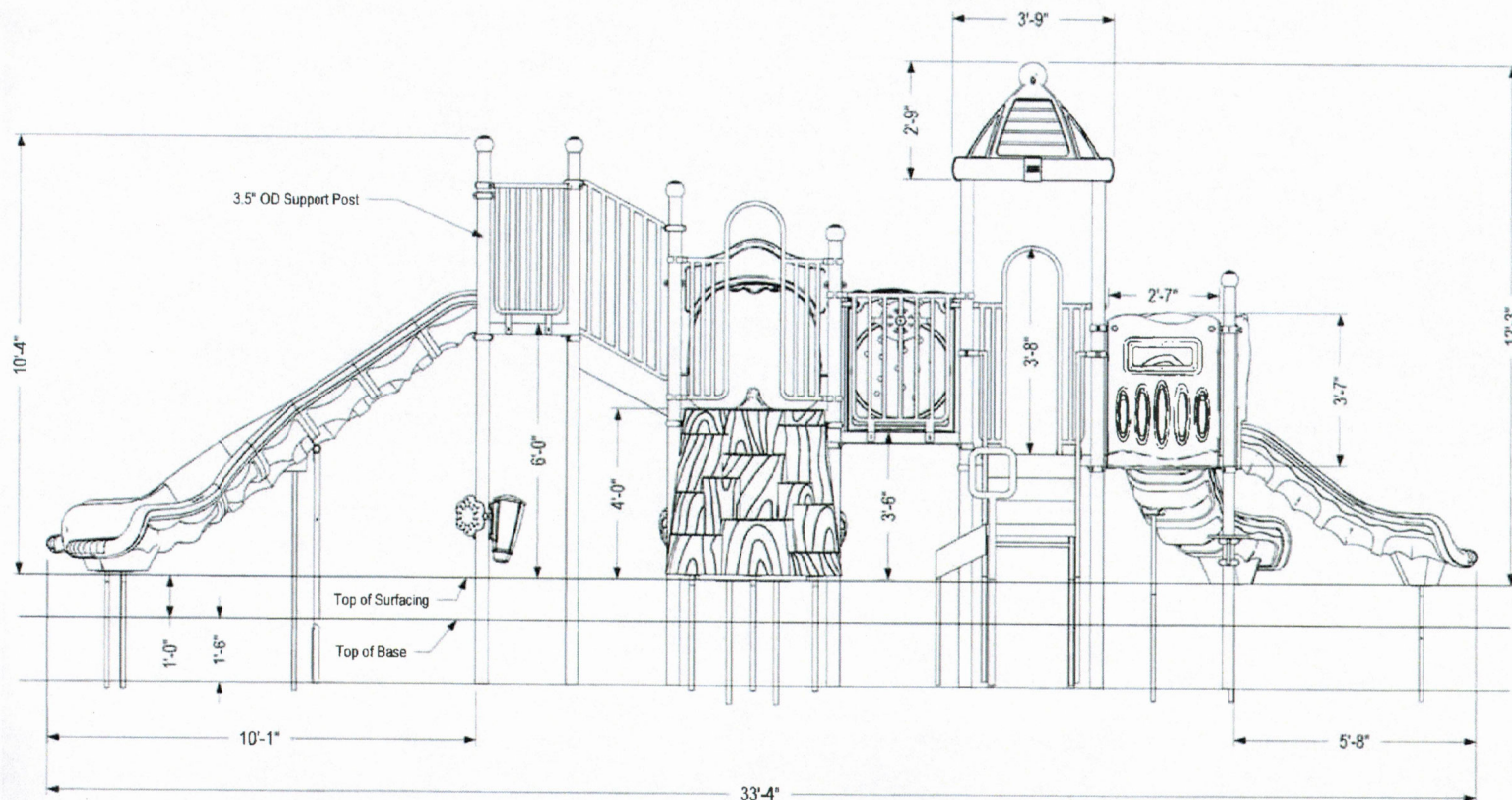
	Required	Provided
Accessible Elevated Components	4	8
Accessible Ground-Based Components	3	3
Accessible Ground-Based Components Types	3	3

Drawing No: PGB-20231 Date: 09 Mar 2021

Scale: 1/4" = 1'-0" Paper Size: Tabloid (17"x11")

B1.1

FRONT VIEW



www.PlaygroundBoss.com
1 800 878 0320

King Kong
Slide 'O Extravaganza

Structure Size: 33'-4" x 15'-7" x 12'-3"	Critical Fall Height: 6'-0"
Recommended Use Zone: 45'-8" x 28'-0"	Age Group: 2-12
Use Zone Area: 1003 Sq Ft	Capacity: 55-60

✓ ASTM F-1487

✓ CPSC Pub 325

ADA Schedule

Total Elevated Components:	8
Total Ground-Based Components:	3

	Required	Provided
Accessible Elevated Components	4	8
Accessible Ground-Based Components	3	3
Accessible Ground-Based Components Types	3	3

Drawing No:
PGB-20231

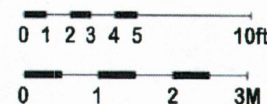
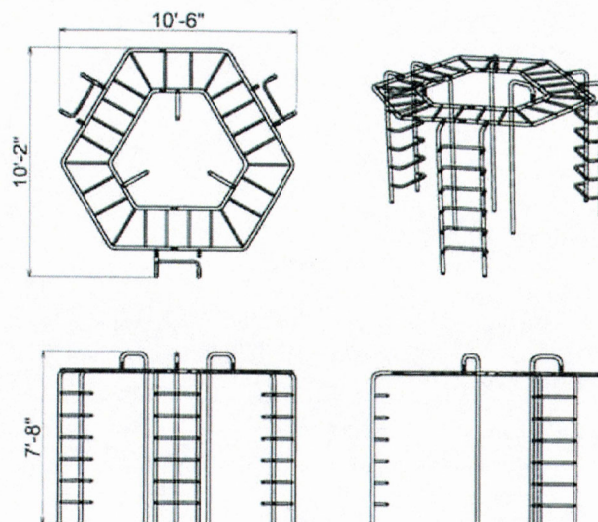
Date:
09 Mar 2021

Scale:
3/8" = 1'-0"

Paper Size:
Tabloid (17"x11")

B_{1.3}

Top View Detail



Compliance:

This play structure has been designed to meet the safety requirements established in:

- 2010 ADA Standard
- ASTM F1487
- CPSC Pub #325

when the play structure is installed over a properly maintained surfacing material which is in compliance with:

- ASTM F1292
- ASTM F1951

and is appropriate for the highest designated play surface of the structure

**ResponsiveEd Texas -
Hickory Creek - MF**

Drawing No: FS-20642

Date: 01/04/2025

Scale: To Fit



Structure Size: 10'-6"X10'-3"X7'-0"

Recommended

Use Zone: 23'-1"X22'-7"

Surface Area: 552 sq ft

HDPS: 84"

Age

Group: 5-12

Capacity: 2-4

Weight: 924 lbs

Playground Boss



Specification for IMC Rubber Nugget Mulch

Name:	IMC Rubber Nugget Mulch
Description:	100% Recycled Rubber Nugget average size is 5/16" to 7/8" in length.
Testing:	ASTM 1292, ASTM 1951, ASTM F3012
Warranty:	12-year warranty against complete color loss
Manufacturer:	Liberty Tire Products, dba IMC Outdoor Living 2280 Schuetz Rd Suite 201 Saint Louis, MO 63146
Colors Available:	Brown, Red, Black, Green, Blue
Composition:	100% recycled rubber, Non-Toxic Colorant 99.9% Wire free containing nylon threads
Density:	Roughly 25lbs per cubic foot
Packaging Size:	75 Cu Ft Super Sack 1.5 Cu Ft Bag
Installation:	Pour mulch into play area, using a bordering system to maintain proper depth. Some raking or shoveling will be required to install at a uniform depth. 6" compacted depth recommended for commercial applications. 3" compacted depth recommended for residential play applications. Inspect play area for proper depth regularly. Swing / Slide mats are recommended for high traffic areas.





ADA RAMP

INSTALL GUIDE

SAFETY

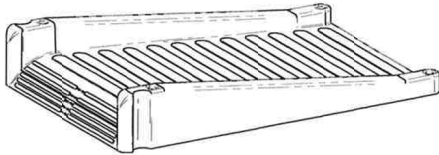
- Check to ensure that plans will meet local codes and guidelines
- Do not install on concrete, asphalt, or other hard surfaces
- Space equipment to ensure proper traffic flow and safe usage

KIT CONTENTS

APS – ADA Half Ramp

Ideal for connecting an accessible route to the use zone of a loose fill playground

- ADA Half Ramp (1 pc.)



- 100-Filler 12" (2 pcs.)



- 100-Spike 12" (2 pcs.)



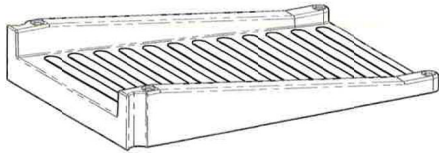
- 100-Spike 8" (2 pcs.)



APS – ADA Sidewalk Mount Ramp

Ideal for connecting an existing use zone to an adjacent sidewalk

- ADA Sidewalk Mount Ramp (1 pc.)



- 100-Filler 12" (2 pcs.)



- 100-Spike 12" (2 pcs.)



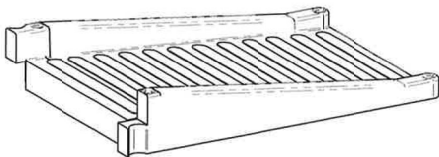
- 100-Spike 8" (2 pcs.)



APS – ADA Full Ramp

Ideal for larger use zones where additional access, egress, and turn around room is desired

- ADA Full Ramp (2 pcs.)



- 100-Filler 12" (2 pcs.)



- 100-Spike 12" (4 pcs.)



- 100-Spike 8" (4 pcs.)



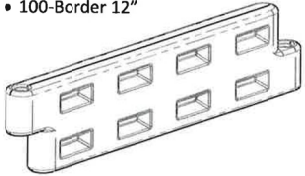


ADA RAMP

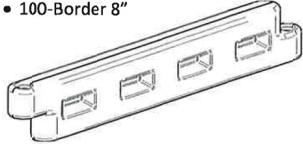
INSTALL GUIDE

AVAILABLE COMPONENTS (NOT INCLUDED)

- 100-Border 12"



- 100-Border 8"

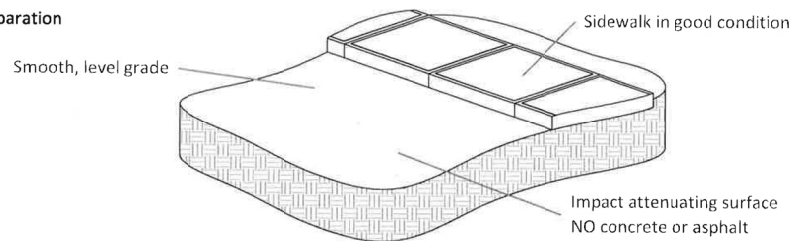


- 100-1'-Border-12"

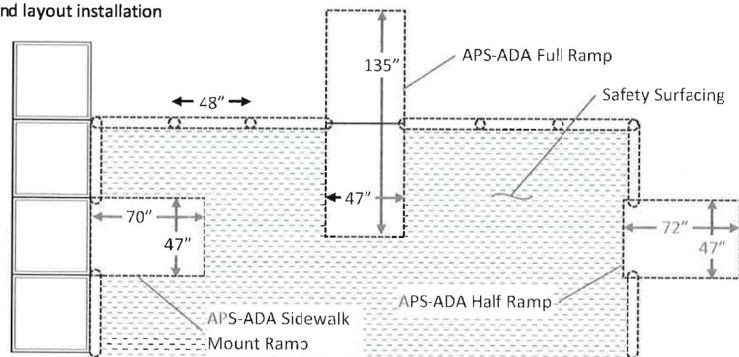


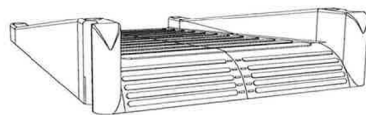
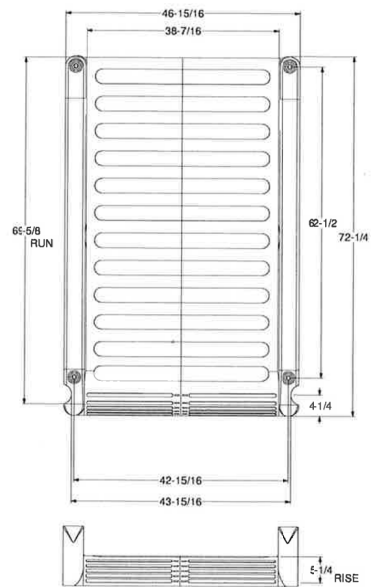
INSTALLATION

- Site preparation



- Plan and layout installation





APS ADA HALF RAMP

CONCESSION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

3.0 Term. The term of this Agreement is 1 Year, commencing on January 1, 2026, and ending on January 1, 2027. This Agreement does not automatically renew and does not grant the Concessionaire any rights in any future years.

4.0 Commercial Activities. The Concessionaire is authorized to conduct charter services (the “Commercial Activities”) only at the Concession Area.

- 1.1 Obtain a permit related to the commercial use of boat ramps and docks and payment of any applicable fees in the amount of \$_____ for a maximum of 3 vessels.
- 1.2 Prior to issuance of the permit, provide the Town with a certificate of insurance showing commercial liability insurance coverage with a minimum of \$1 million liability coverage and naming the Town and the U.S. Army Corps of Engineers as additional insureds (the “Coverage”).
- 1.3 Maintain the Coverage for the duration of the Term.
- 1.4 Provide business name, Federal Tax Identification Number, State Tax Identification Number, business address, and business phone numbers to the Town. Any changes to this information must be provided to the Town within 5 business days.
- 1.5 Provide 24-hour emergency contact information to the Town.
- 1.6 Concessionaire shall be allowed to conduct operations in Arrowhead Park only.
- 1.7 Conduct operations during posted park hours only. There shall be no overnight storage of vehicles or equipment in the park, on its grounds, or on adjacent waters.
- 1.8 Tie to courtesy dock for no more than fifteen (15) minutes to load customers’ personal supplies.
- 1.9 Not allow more than one vessel to be tied to courtesy dock at any given time.
- 1.10 Not distribute passes to individuals but instead require each individual vehicle to purchase a day use or annual pass.
- 1.11 Comply with all provisions of the Town of Hickory Creek’s Code of Ordinances, and other rules or regulations adopted by the Town.

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

6.0 [intentionally omitted]

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

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

9.0 Termination. The Concessionaire understands and agrees that this Agreement is an at-will agreement which the Town may terminate at any time, for any reason in its sole discretion, and with or without cause. Further, the Town has no obligation to provide notice of any default or breach and may terminate this Agreement immediately and without any prior notice. The concessionaire waives any right of recovery or action against the Town arising from or relating to this Agreement, including but not limited to any action for any alleged damages in whatever form, whether actual, incidental, or exemplary, or any action seeking declaratory or injunctive relief. Should it be necessary for the Town to enforce this Agreement in a court proceeding, the Town is entitled to recovery of its reasonable and necessary attorneys' fees and costs. The Concessionaire waives any right of recovery for its attorneys' fees and costs provided by or under Texas law.

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

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

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

Notice to the Town shall be sent to:

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

Notice to the Concessionaire shall be sent to:

MDM, Inc.
ATTN: Michael Moran
1301 Justin Road, Suite 201-116
Lewisville, Texas 75077
214-277-9102
mdm-charters.com

13.0 [intentionally omitted]

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

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

16.0 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

18.0 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

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

21.0 Anti-Boycott Verification. The Concessionaire hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is construed to be a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, but only to the extent such section is applicable, and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing a business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Concessionaire understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Concessionaire and exists to make a profit.

22.0 Iran, Sudan and Foreign Terrorist Organizations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN:

Town of Hickory Creek, Texas

Lynn C. Clark, Mayor

Date: _____

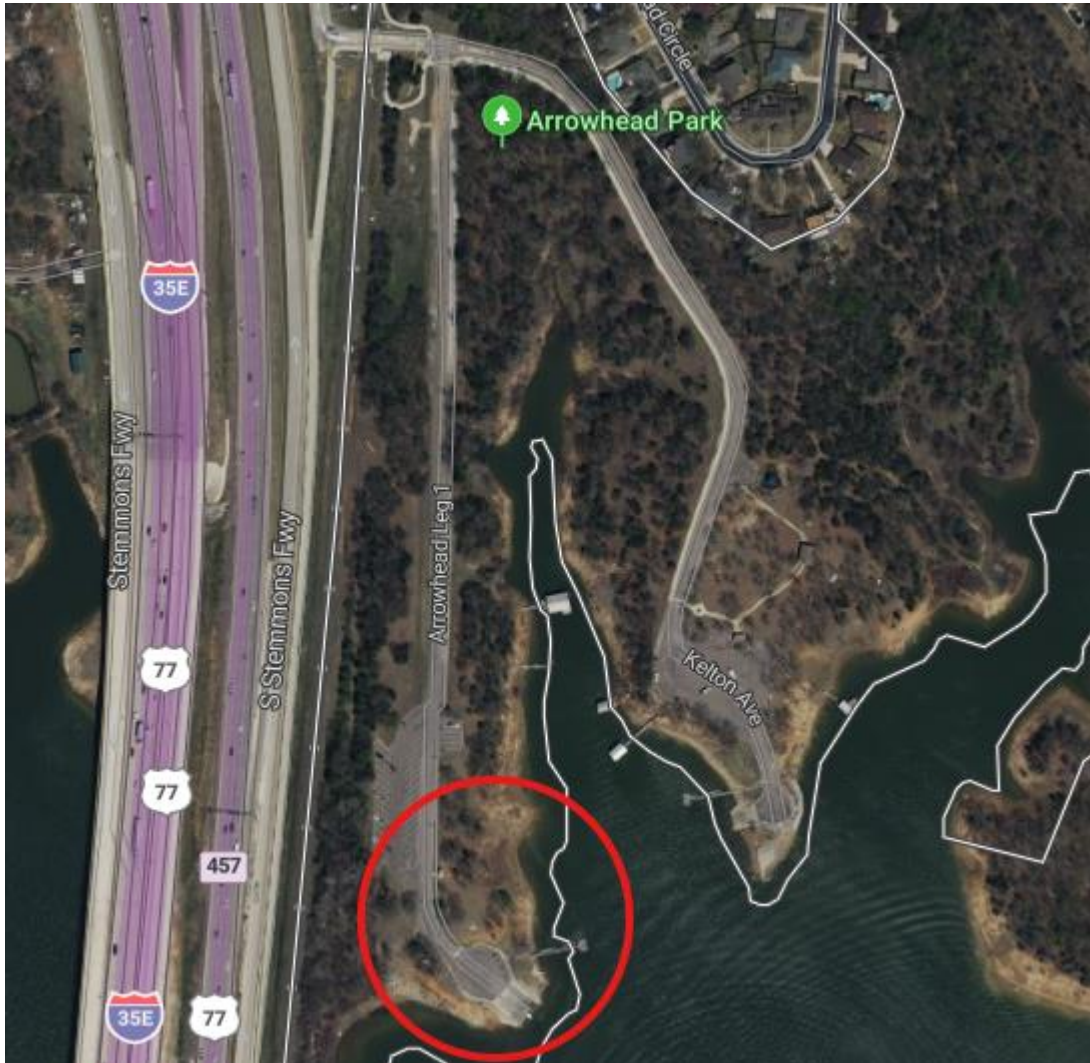
CONCESSIONAIRE:

MDM, Inc.

Michael Moran, Owner

Date: _____

EXHIBIT A
Concession Area



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

EXHIBIT A

Professional Engineering Services with Halff Associates, Inc.

**FM 2181 at 3500 Block Driveway Traffic Signal Warrant Study
FY 2025 Task Order Authorization
December 2, 2025**

Scope of Work:	<p><u>PROJECT PARAMETERS</u></p> <p>Based on a review of FM 2181 at the 3500 Block intersection layout and information provided by the Town of Hickory Creek (Client) on December 23, 2024, Halff Associates, Inc. (Halff) will prepare a Traffic Signal Warrant Analysis (TSWA) for the FM 2181 at the 3500 Block driveway intersection. The study scope will evaluate current and projected traffic volumes at the study intersection to determine if the intersection meets signal warrants as defined in the Texas Manual on Uniform Traffic Control Devices (TMUTCD).</p> <p>This scope is based on Halff's review of the study intersection and input from the Client, as noted above. Halff did not contact the Texas Department of Transportation (TxDOT) to discuss this project. If the Client or TxDOT requires task items outside of this scope, Halff will prepare an additional services agreement for authorization by the Client prior to initiating those items.</p> <p><u>TASK 1.0 DATA COLLECTION</u></p> <p>Conduct a site visit to identify roadway conditions at and around the study intersection.</p> <p>Conduct a weekday 24-hour turning movement traffic count at the study intersection.</p> <p>Acquire the following information from the Client:</p> <ul style="list-style-type: none">• Planned / proposed / under construction developments adjacent to the study intersection• Thoroughfare plan• Historical traffic count data in the study area <p>Acquire the following information from TxDOT:</p> <ul style="list-style-type: none">• Plans for future roadway improvements in the study area• Historical traffic count data in the study area• Growth rate for projecting future traffic volumes in the study area• Crash data at the study intersection <p><u>TASK 2.0 EVALUATION</u></p> <p>From the traffic count data collected in Task 1, determine the hourly approach volumes at the study intersection.</p> <p>Conduct a Traffic Signal Warrant Study (TSWA) for the study intersection based on the existing traffic volumes and crash data.</p> <p>Develop projected weekday approach volumes at the study intersection, accounting</p>
-----------------------	--

**Town of Hickory Creek, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

EXHIBIT A

	<p>for future development adjacent to the intersection.</p> <p>Conduct a TSWA for the study intersection based on the projected traffic volumes.</p> <p><u>TASK 3.0 REPORT PREPARATION</u></p> <p>Prepare a preliminary draft report that documents the project data, methodology, analyses and findings, for review by the Client. The preliminary draft report will be submitted to the Client as a PDF document with a “DRAFT” stamp via electronic mail (e-mail).</p> <p>Revise the preliminary draft report as necessary to address Client’s comments and internal formal QAQC comments from Halff.</p> <p>Upon direction from the Client, prepare a preliminary final version of the report for submittal to TxDOT.</p> <p>Address one (1) round of review comments from TxDOT, if necessary, Coordinate with TxDOT to obtain approval of the report. Upon completion and approval of the report, submit final copies (PDFs) to TxDOT and the Client for their records.</p> <p><u>TASK 4.0 CONFERENCE CALLS</u></p> <p>Attend up to three (3) conference calls with the Client, project team and / or TxDOT staff to discuss the traffic signal warrant analysis.</p>
<p>Additional Services Available:</p>	<ol style="list-style-type: none"> 1. Other additional services, not included in this contract, will be negotiated with the Town as needed and at an additional cost. 2. Conduct any traffic counts for the project, other than those specifically identified in Task 1. 3. Conduct any operational / level-of-service analyses of site driveways, street intersections or other roadways in the study area. 4. Provide any services related to permits or detailed engineering plans for recommendations. 5. Conduct any revisions to the report caused by changes to the scope, such as changing the land use / density / construction phasing projections for adjacent developments. 6. Attend any more than the three conference calls for the project identified in Task 4. 7. Attend any in-person meetings with the Client or TxDOT. 8. Respond to more than one (1) round of review comments from TxDOT

Town of Hickory Creek, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

EXHIBIT A

Deliverables:	<ol style="list-style-type: none"> 1. One (1) copy of the final revised traffic signal warrant study report will be provided to the Town. 2. Electronic deliverables – PDF copies of the engineering design manual and standard construction details will be submitted to the Town.
Items Furnished by Town:	<ol style="list-style-type: none"> 1. The Town will provide feedback from all departments with requested revisions and modifications to the preliminary report prior to Professional's preparation of the final report for TxDOT review. 2. The Town will provide the Professional with markups and requested revisions from all Town departments prior to finalization of the report.
Schedule:	<ul style="list-style-type: none"> - Work will begin upon Notice to Proceed. Field data collection for traffic counts will begin starting the 2nd week in January (upon typical traffic return from holidays) and Data Collection task will be completed in 30 calendar days. A draft report will be prepared and delivered to the Town for comment 45 calendar days from completion of data collection. Upon receipt of Town comments on the draft report, the Professional will complete the final preliminary report for TxDOT review in 15 calendar days. Upon receipt of TxDOT comments on the final preliminary report, the Professional will complete the final report and submit to the Town in 15 calendar days. Total project time shall be 120 calendar days, excluding Town and TxDOT review time.
Fees:	<ol style="list-style-type: none"> 1. Data Collection - \$4,800 2. Evaluation, Report Preparation and Conference Calls - \$13,400 <p>Total Fee: \$18,200.00</p> <p>This is a (<u>Lump Sum</u>) Fee and will be billed monthly on an hourly basis. Direct costs (mileage, copies, etc) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1. Services will be billed in accordance with current rates. The maximum amount of this Task Order will not be exceeded without written authorization from the Town.</p>

**Town of Hickory Creek, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

EXHIBIT A

Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis**, dated March 12, 2012, between Halff Associates and the Town of Hickory Creek. Halff Associates will bill the above described services under project number AVO 37638.125.

Submitted:

Approved:

HALFF ASSOCIATES, INC.

TOWN OF HICKORY CREEK, TEXAS

By:

Signature

Benjamin L. McGahey, PE

Printed Name

Vice President,

Operations Manager, Fort Worth

Title

DECEMBER 2, 2025

Date

By:

Signature

John M. Smith, Jr

Printed Name

Town Manager

Title

December 8, 2025

Date

TOWN OF HICKORY CREEK
\ORDINANCE NO. 2025-12-_____

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, ESTABLISHING STANDARDS AND GUIDELINES FOR THE USE OF ARTIFICIAL INTELLIGENCE SYSTEMS BY TOWN OFFICIALS, EMPLOYEES, AND CONTRACTORS; PROVIDING DEFINITIONS; ESTABLISHING USE LIMITATIONS, DISCLOSURE REQUIREMENTS, AND DATA-SECURITY SAFEGUARDS; PROVIDING FOR ENFORCEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek (“Town”) recognizes the benefits and efficiencies achievable through the responsible use of Artificial Intelligence (“AI”) systems; and

WHEREAS, the Town also recognizes that certain uses of AI present risks related to accuracy, privacy, cybersecurity, confidentiality, open records compliance, and potential impacts on due process and decision-making; and

WHEREAS, the Town Council finds it in the best interest of the Town and the public to establish standards governing the use of AI systems by Town officials, employees, and contractors; and

WHEREAS, the Town Council deems the adoption of this ordinance in the best interests of the health, safety, and welfare of the public; and

WHEREAS, all constitutional and statutory requirements and prerequisites for the approval of this ordinance have been met, including but not limited to Chapter 211 of the Local Government Code and the Open Meetings Act.

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

SECTION 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. DEFINITIONS. For purposes of this Ordinance:

1. Artificial Intelligence (“AI”) means any machine-based system that can, for a given set of objectives, generate predictions, recommendations, content, or decisions using models or algorithms.
2. Automated Decision-Making System means any AI system that makes or materially influences decisions affecting a person’s rights, benefits, obligations, or access to Town services.
3. High-Risk Use means use of AI where the output may:
 - a. affect enforcement decisions, inspections, citations, permit approvals, legal rights;
 - b. produce or analyze personal identifying information; or
 - c. materially influence Town policy or budgeting.

4. Town Data means any information, record, file, document, or communication created, received, or maintained by or on behalf of the Town, including data subject to the Texas Public Information Act.

SECTION 3. SCOPE. This Ordinance applies to all Town departments, officials, employees, volunteers acting in an official capacity, and contractors performing work for or on behalf of the Town.

SECTION 4. PERMITTED USES OF AI.

A. AI systems may be used for routine administrative functions, including drafting communications, conducting preliminary research, formatting documents, summarizing public information, and improving internal workflows, provided that:

1. the user verifies the accuracy and completeness of AI-generated content;
2. no confidential, attorney-client privileged, or sensitive personal data is entered into public AI tools; and
3. the final work product is reviewed and approved by an appropriate Town official.

B. AI may be used for customer-service automation (FAQs, scheduling, non-binding guidance) if outputs are labeled as automated responses and reviewed periodically for accuracy.

SECTION 5. PROHIBITED USES. The following uses of AI are prohibited unless approved in writing by the Town Administrator and Town Attorney:

1. Use of AI to make binding decisions in enforcement, permitting, zoning, personnel, or legal determinations.
2. Use of AI to draft or generate legal opinions, prosecutorial recommendations, or official interpretations of Town ordinances without review and modification by qualified Town staff or legal counsel.
3. Inputting non-public information — including personal identifying information, personnel records, law-enforcement data, confidential attorney work product, or information exempt from disclosure under the Texas Public Information Act — into any third-party AI system not hosted or secured by the Town.
4. Use of AI to monitor residents, track individuals, or conduct predictive policing or surveillance unless expressly authorized by state or federal law.
5. Use of AI to influence elections or political campaigning in any form.

SECTION 6. DISCLOSURE AND TRANSPARENCY.

A. Any Town document, notice, report, or communication that contains material portions drafted by an AI system must include, at minimum, a statement substantially in the following form:

“Portions of this document were generated with the assistance of an artificial-intelligence system and reviewed by Town staff.”

B. AI-assisted content may not be used to satisfy statutory requirements for official notices, service, certifications, or affidavits without human verification.

SECTION 7. DATA PRIVACY AND SECURITY. Users must follow all Town cybersecurity policies when utilizing AI systems. AI systems used for Town business must be vetted for compliance with:

1. Texas Public Information Act requirements;
2. data retention requirements; and
3. encryption and security standards established by the Town's IT provider.

Department heads shall ensure that staff receive training on responsible AI use.

SECTION 8. HIGH-RISK USES; PRIOR REVIEW. Any proposed High-Risk Use of AI requires prior written approval from the Town Administrator and Town Attorney. A risk-assessment must accompany the request and include:

1. purpose of the AI use;
2. data inputs;
3. potential impacts;
4. safeguards; and
5. human-review procedures.

SECTION 9. CONTRACTS WITH AI VENDORS. All contracts for AI products or services must require that the vendor:

1. maintain data security protections;
 2. agree that Town data remains the exclusive property of the Town;
 3. provide a method for audit or review of AI outputs; and
 4. comply with Texas law regarding public information, privacy, and cybersecurity.
- B. No AI system may be procured or deployed without review by the Town Attorney.

SECTION 10. ENFORCEMENT AND REMEDIES.

- A. Violation of this Ordinance may result in disciplinary action consistent with Town policy.
- B. The Town may suspend or terminate any AI system found to be inaccurate, insecure, or inconsistent with this Ordinance.
- C. Nothing in this Ordinance creates a private cause of action.

SECTION 11. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.

SECTION 12. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage and approval.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas,
this the 8th day of December, 2025.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Matthew C.G. Boyle, Town Attorney
Town of Hickory Creek, Texas