



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, AUGUST 05, 2024, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Items of Community Interest

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

Public Comment

This item allows the public an opportunity to address the Town Council. To comply with the provisions of the Open Meetings Act, the Town Council cannot discuss or take action on items brought before them not posted on the agenda. Please complete a request if you wish to address the Town Council. Comments will be limited to three minutes. Open Forum is for information only. No charges and/or complaints will be heard against any elected official, board member, the Town, or employee of the Town that are prohibited by law.

Consent Agenda

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

1. June 2024 Council Meeting Minutes
2. June 2024 Financial Statements

- [3.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement between the Town of Hickory Creek and the City of Corinth concerning animal services.
- [4.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal cooperative agreement between the Town of Hickory Creek and the County of Denton concerning police radio communication services.
- [5.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement between the Town of Hickory Creek and the City Lake Dallas concerning the Carlise Drive roadway project.
- [6.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement between the Town of Hickory Creek and the Town of Shady Shores concerning public works services.
- [7.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and members of the Texas Municipal League concerning cybersecurity risk coverage.
- [8.](#) Consider and act on the 2024-2025 Hickory Creek Economic Development Corporation Budget.

Regular Agenda

- [9.](#) Consider and act on a site plan for 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.
- [10.](#) Consider and act on a preliminary plat for the Lennon II Addition, Lots 1 - 9, Block A, being 10.22 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3100 block of FM 2181.
- [11.](#) Consider and act on a site and landscape Plan for the Lennon II Addition, Lot 3, Block A, being 2.123 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3100 block of FM 2181.
- [12.](#) Consider and act on a final plat for the Lennon II Addition, Lot 3, Block A, being 2.123 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3100 block of FM 2181.

- [13.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement with Span, Inc. for transportation services and reimbursement.
- [14.](#) Consider and act on granting a waiver from an appeal of a decision of the Town Building Official denying an application for a sign permit submitted by The Olana, 1850 Turbeville Road, Hickory Creek, Texas that fails to comply with Hickory Creek Code of Ordinances, Chapter 3: Building Regulations, Article 3.08 Signs.
- [15.](#) Consider and act on allocating additional funds for 2024 Pavement Repairs and Phase 4 Sidewalk Extensions.
- [16.](#) Consider and act on acceptance of medical, dental and vision rates from Cigna; life, accidental death, short term disability and long term disability from Renaissance; first responder support from Responder Health and a supplemental benefit for an employees' household from New Benefits for employee coverage for Fiscal Year 2024-2025.
- [17.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. concerning professional engineering services for Point Vista Road Expansion.
- [18.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, proposing a tax rate which represents the No-New-Revenue tax rate for 2024; setting a date, time and place to adopt the 2024 tax rate.
- [19.](#) Discussion regarding the preliminary 2024-2025 Fiscal Year Budget.
- [20.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas setting a date, time and place for a public hearing on the 2024-2025 Fiscal Year Proposed Budget; setting a date, time and place to adopt the budget.
21. Discussion regarding Arrowhead Park.

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.

22. Discussion regarding Denton CAD Property ID# 62326.
23. Discussion regarding certain real property generally located, North of Interstate 35E, Lake Lewisville Bridge, South of FM 2181, East of Ronald Reagan Avenue and West of Interstate 35E.

Section 551.074

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

24. Review of individual employees' performance.

Reconvene into Open Session

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

Future Agenda Items

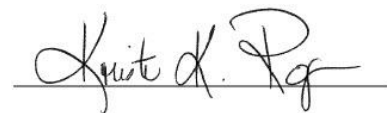
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on July 31, 2024 at 3:00 p.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

**REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, JUNE 24, 2024**

MINUTES

Call to Order

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

Roll Call

The following members were present:

Mayor Lynn Clark

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

Trey Sargent, Town Attorney

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

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

Invocation

Councilmember Gibbons gave the invocation.

Due to technical difficulties with streaming, Mayor Clark stated the Town Council would adjourn into executive session to allow staff time to troubleshoot the issue.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 6:04 p.m. to discuss the following matters.

Section 551.071

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

26. Discussion regarding Denton CAD Property ID# 62326.

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27. Discussion regarding certain real property generally located, North of Interstate 35E, Lake Lewisville Bridge, South of FM 2181, East of Ronald Reagan Avenue and West of Interstate 35E.

Reconvene into Open Session

The Town Council reconvened into open session at 7:41 p.m.

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

No action taken.

Items of Community Interest

Lake Cities 4th of July Celebration will be held on Saturday, June 29, 2024. The parade begins at 9:00 a.m. Thousand Hills Church parking lot is available for viewing fireworks.

Public Comment

Reid Anderson, 4 Arrowhead Circle, stated he has lived in his home for twenty eight years and has never seen the amount of activity in the neighborhood as he has the last two weeks due to visitors in Arrowhead Park. He does not understand why Arrowhead Park is not closed. People are parking in the neighborhood making it difficult for residents to get in and out of their homes. He is worried about the safety of his family and the other families who reside on Arrowhead Circle, Indian Trail and Hickory Hills Boulevard. From what he understands, Arrowhead is the only park open in four counties and he would like the Town Council to close the park to visitors until other parks open.

Linda Figart, 199 Country Lane, stated she has no legal representation. She requested the Town Council not pass consent agenda item number eight an agreement with Denton County for funds to build a road on her private property without her permission. The Town has been unable to demonstrate any type of prescriptive use on her property or a shared easement with the City of Denton. It is her understanding the town is requesting an encroachment easement from the City of Denton. The City of Denton had the option to grant encroachment easements, they do not own the property and cannot authorize a road to be built on her property. She has not given permission to the Town to use her property for any purpose. The Town does have a dedicated road easement beside her property that can be used if they want a road. She is patiently waiting for the Town to accept a road dedication, which would allow the road to be built in that area.

Kevin Lindsey, 104 Magnolia Lane, stated the home he purchased two years ago is located directly behind the Town pond. He is very concerned about the noise, traffic and subsequent parking issues the Hickory Creek Amphitheater project will cause. In December 2022, when the Town held the Holiday gathering, he and his wife could hear noise in their backyard and inside their home. He only became aware of the proposed amphitheater in the fourth quarter newsletter. 70 homes in the neighborhood will be affected by the noise levels. He suggests the proposed leisure center, which includes a stage, would be a more appropriate area for performances.

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Fernando Meneses, 208 Deerpath Road, stated since he moved here in 2008, he has had drainage/water run off problems that have gotten worse the past two years on his property. There is standing water he has to jump over when he parks. He doesn't know if the water is sewage or runoff. It is coming through the concrete, there are cracks all over the street and the cul-de-sac is caving in. His back fence has sunk in three feet. The fence acts as a retaining wall every time it rains and his backyard floods. There is foundation movement in his home. He doesn't think he could sell his home.

Rhonda Buras, 209 Deerpath Road, stated she has ongoing water issues that exist on her lot, her neighbors' lots and on the street. She has corresponded with the Town on and off for about a decade about the drainage on her property. She has put in an extensive French drain system and replaced one side of her yard with rocks in an attempt to remediate the issues. She is asking for help specifically because of the changes that have taken place in both the amount of water flowing and the composition of what is in the water in the past year and a half. She documented the flow of water from behind her home from the massive rain that fell on March 14th. There are water stains on the both sides of her home and the sidewalk in front of her home which suggests the water is moving under her house. She has a strong sewage smell in her upstairs bathroom on the north side of her home and several cracks in the sheetrock on the northside. The streets and sidewalks have been heavily impacted. Ms. Buras, would like for the Town to immediately investigate the source of the water, determine what is in the water and repair the street and sidewalk damage in the neighborhood.

Tienne Duysak, 217 Deerpath Road, stated she has lived here for twenty years in Glenview Estates. Her home is in the northwest corner and meets with the trailer park. She has had water issues ever since moving here. A flume was constructed in 2012 because every time it rained hard, mud and dirt would come into the pools of four lots, hers included. Now all that water is diverted onto her property. She showed photos of her backyard and pool full of mud. Every time this happens it costs a lot of money in chemicals and 10,000 gallons of water for the pool. The electrical box sits in water. The greenery in her backyard has rotted away. In 2020, an engineer from Halff looked at the issue and she is still waiting on those plans. She is asking for help, this is horrible.

Ron Furtick, 1500 Turbeville Road, stated that the Town Council has discussed suing him in executive session the past six months and it really wears on him. He would appreciate it if the Town Council would lighten up. Talking is important and there is much to discuss. He still would like to build a future walkable downtown and has decided to move forward installing a sewer line along the eastern edge of the park property that will eventually accommodate the downtown area growth. In the short term, it will be used to remove septic sprinklers and transfer all septic systems to the sewer line. He would for the Town Council to hold a workshop regarding the storm run off so the public can make comments and solutions can be discussed. Any practical solution must involve all parties. The main side storm drain along the east side of his property line has completely disappeared under its water burden on three separate occasions this year and indicates a systemic failure. Failure is fixable. A detention pond probably needs to be built near the main drain to solve the issues. He is more than happy to provide the land needed for the detention pond at a reasonable rental rate.

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John Grosskopf, 131 Oakwood Lane, stated for purposes of his remarks, the Town Council needs to be aware he is a board certified civil engineer and has held professional engineering licenses in multiple states for over thirty years. Over a year ago several Glenview residents asked for his help with drainage issues adversely affecting their properties by a Town constructed flume and ditch located between their development and the RV park next door. He agreed to investigate the drainage problem at no charge and focused on the extreme northwest corner of Glenview and the flume and ditch system which has repeatedly flooded properties in the area. He feels the flume and ditch system have probable design and construction flaws that prevents the safe passage of the runoff flows entering it. He monitored rainfall events to see the actual impact on the extreme northwest corner of Glenview and heavy rainfalls overtopped the flume causing severe flooding and extensive damage. He urged the Town Council to take this issue seriously and take action as soon as possible to discuss the issues and work out a solution.

Kristen Hamilton, 14201 Sovereign Road, Ft. Worth, stated she was representing Chick-Fil-A regarding a 20 foot monument sign that meets all of the Town's standard ordinances. The site plan has been revised to accommodate the sign by removing a parking spot and creating a parking island that will be landscaped.

Brandi Stein, 9 Arrowhead Circle, stated, over the last two weeks, the neighborhood where she is raising her family, has become a public area that is dangerous due to public intoxication and drivers running multiple stop signs where the neighborhood kids play. She does not want her neighborhood to become the overflow parking for Arrowhead Park.

Consent Agenda

1. May 2024 Council Meeting Minutes
2. May 2024 Financial Statements
3. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2024 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No. 1 including the collection of the 2024 annual installments.
4. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2024 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No. 2 including the collection of the 2024 annual installments.
5. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2024 annual update to the service and assessment plan and assessment roll for Hickory Creek Farms Public Improvement District including the collection of the 2024 annual installments.
6. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 1: General Provisions, Chapter 3: Building Regulations and Appendix A Fee Schedule; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances.

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7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a master application and fee schedule; and providing an effective date.
8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal cooperative agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning roadway projects.
9. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal cooperative agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning the Carlisle Drive Roadway Project.
10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, for the appointment of one member to the board of managers of the Denco Area 9-1-1 District.

Motion made by Mayor Pro Tem Kenney to approve items 1 -10 on the consent agenda,
Seconded by Councilmember Wohr.

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

Regular Agenda

11. Consider and act on a final replat of Lots 1-R-1 and 1-R-2, Block 1 of Double G Plaza being a replat of Lot 1-R, Block 1 of Double G Plaza; being 2.258 acres in the H. Swisher Survey A-1220 in the ETJ of the Town of Hickory Creek, Denton County, Texas. The property is located at 3572 FM 2181.

Motion made by Councilmember Gordon to approve agenda item 11, a final replat of Lots 1-R-1 and 1-R-2, Block 1 of Double G Plaza being a replat of Lot 1-R, Block 1 of Double G Plaza; being 2.258 acres in the H. Swisher Survey A-1220 in the ETJ of the Town of Hickory Creek, Denton County, Texas. The property is located at 3572 FM 2181,
Seconded by Councilmember Theodore.

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

12. Consider and act on granting an exception to Chick-fil-A, 3550 FM 2181, Hickory Creek, Texas from the Hickory Creek Code of Ordinances, Chapter 3: Building Regulations, Article 3.08 Signs: Section 3.08.013; (q) Pole signs prohibited in certain areas. No person shall erect, maintain or permit the erection of any pole sign except on-premises signs located on property fronting the interstate highway.

Kristen Hamilton, Chandler Signs, representing Chick-fil-A stated a monument sign not a pole sign is proposed.

No action taken.

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13. Consider and act on revisions to the site and landscape plan for 3550 FM 2181: being Lot 2, Block A of the Lakesound Addition, 2.3575 acres out of the HH Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

Motion made by Councilmember Gibbons to approve item 13 upon submission of a site plans that shows a four foot wrought iron fence and monument sign within seven days, Seconded by Mayor Pro Tem Kenney.

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

14. Conduct a public hearing regarding a request from AWS Boats, LLC. on behalf of Paul Bosco Jr. for a Special Use Permit for sales and service of automobiles and watercraft in the 700 block of Lake Dallas Drive and consider and act on the same. The legal description of the property is A0284A Cobb, Tr 56, A0284A Cobb, Tr 55, 58, and A0284A Cobb, Tr 57(PT), Town of Hickory Creek, Denton County, Texas.

Mayor Clark called the public hearing to order at 8:46 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 8:46 p.m.

Paul Bosco, Jr. provided an overview of the special use permit request and answered questions from the Town Council.

Motion made by Councilmember Theodore to approve the special use permit for sales and service of automobiles and watercraft in the 700 block of Lake Dallas Drive, Seconded by Councilmember Wohr.

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

Voting Nay: Councilmember Gibbons. Motion passed.

15. Consider and act on a replat of Lot 1A, Block A, into Lot 1A-1 and 1A-2, Block A, TLC Subdivision, being 1.636 acres in the J.W. Simmons Survey, Abstract Number 1163, Town of Hickory Creek, Denton County, Texas. The property is located at 1221 Turbeville Road.

John Smith, Town Manager, provided an overview of agenda items 15, 16 and 17 and answered questions from the Town Council.

Rick Moore, representing Elm Fork, answered questions from the Town Council.

Motion made by Mayor Pro Tem Kenney to approve a replat of Lot 1A, Block A, into Lot 1A-1 and 1A-2, Block A, TLC Subdivision, Seconded by Councilmember Theodore.

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

16. Conduct a public hearing on a request from Hard Sun V., Inc. to change the zoning designation from PD (Planned Development) and C-1 (Commercial) to PD (Planned Development) for the property legally described as TLC Subdivision Block A, Lot 1A-1, approximately a 1.048 acre tract of land in the corporate limits of the Town of Hickory Creek, Denton County, Texas and consider and act on an ordinance adopting the same. The property is located at 1221 Turbeville Road.

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Mayor Clark called the public hearing to order at 9:09 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 9:10 p.m.

Motion made by Mayor Pro Tem Kenney to approve an ordinance changing the zoning designation from PD (Planned Development) and C-1 (Commercial) to PD (Planned Development) for the property legally described as TLC Subdivision Block A, Lot 1A-1, approximately a 1.048 acre tract of land in the corporate limits of the Town of Hickory Creek, Denton County, Texas, Seconded by Councilmember Gibbons.

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

17. Consider and act on a site plan for Lot 1A-1, Block A, TLC Subdivision, being 1.048 acres in the J.W. Simmons Survey, Abstract number 1163, Town of Hickory Creek, Denton County Texas. The property is located at 1221 Turbeville Road.

Rick Moore, representing Elm Fork, answered questions from the Town Council.

Motion made by Councilmember Gordon to approve a site plan for Lot 1A-1, Block A, TLC Subdivision, being 1.048 acres in the J.W. Simmons Survey, Abstract number 1163, Town of Hickory Creek, Denton County Texas. The property is located at 1221 Turbeville Road, Seconded by Councilmember Theodore.

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

18. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement with Span, Inc. for transportation services.

No action taken.

19. Consider and act on a proposal from Whirlix Design, Inc. concerning the Hickory Creek Amphitheater Project.

John Smith, Town Manager, provided an overview of the amphitheater project and answered questions from the Town Council.

David Rushing, Whirlix Design, answered questions from the Town Council.

Motion made by Councilmember Gordon to accept a proposal from Whirlix Design, Inc. concerning the Hickory Creek Amphitheater, project amount not to exceed \$589,000, Seconded by Councilmember Theodore.

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

20. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 3, Building Regulations, by adopting the updated International Building, Residential, Plumbing, Mechanical, Energy Conservation, Fuel Gas, Property Maintenance, Existing Building and Swimming Pool and Spa Codes Code as published by the International Code

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Council with local amendments and the International Fire Code as published by the National Fire Protection Association with local amendments as amended by the Lake Cities Fire Department; and the National Electrical Code as published by the National Fire Protection Association with local amendments; providing the Town Building Official the authority and power to enforce provisions of codes.

Mayor Clark called for a recess at 9:44 p.m.

Mayor Clark called the meeting back to order after the recess at 9:49 p.m.

Motion made by Councilmember Gordon to approve agenda item 20 as presented, Seconded by Councilmember Theodore.

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

21. Consider and act on allocating additional funds for 2024 Pavement Repairs and Phase 4 Sidewalk Extensions.

No action taken.

22. Discussion regarding the Hickory Creek Leisure Center.

Discussion was held regarding the Hickory Creek Leisure Center.

23. Discussion regarding a comprehensive zoning amendment implementing certain revisions to the Town's zoning ordinance identified, considered and contained within the Town's 2023 Comprehensive Plan update and provide direction to staff concerning the same.

Discussion was held regarding amending the Town's zoning ordinance.

24. Discussion regarding utilizing the Tree Restoration Fund to replace trees lost in recent weather events.

Discussion was held regarding utilizing the Tree Restoration Fund to replace trees lost in recent weather events.

25. Receive an update from Chief Dunn concerning police department activity since the February 2024 council meeting and discuss same.

Chief Dunn stated the police department organizational chart has been updated. Moving forward, vehicles in the fleet will be rebranded with a new paint scheme and striping package. Badges and uniform patches for the department have also been redesigned.

Future Agenda Items

The following item was requested: Arrowhead Park.

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Adjournment

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

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

The meeting did then stand adjourned at 10:34 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 June 30, 2024

	<u>Jun 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	26,210.53
BOA - Drug Forfeiture	96,486.46
BOA - Drug Seizure	3,534.45
BOA - General Fund	107,345.29
BOA - Parks and Recreation	103,980.53
BOA - Payroll	2,021.67
BOA - Police State Training	5,190.58
Logic 2020 CO's	1,521,821.30
Logic Animal Shelter Facility	10,550.93
Logic Coronavirus Recovery Fund	62,238.10
Logic Harbor Ln-Sycamore Bend	88,536.12
Logic Investment Fund	11,570,048.16
Logic Turbeville Road	104,509.57
Total Checking/Savings	<u>13,702,473.69</u>
Accounts Receivable	
Accounts Receivable	17,057.12
Municipal Court Payments	10,366.45
Total Accounts Receivable	<u>27,423.57</u>
Total Current Assets	<u>13,729,897.26</u>
TOTAL ASSETS	<u><u>13,729,897.26</u></u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek

Profit & Loss

June 2024

07/16/24

Accrual Basis

	Jun 24
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	3,277.73
4004 M&O Penalties & Interest	382.86
4006 Delinquent M&O	155.37
4008 I&S Debt Service	1,647.78
4010 I&S Penalties & Interest	193.67
4012 Delinquent I&S	82.77
Total Ad Valorem Tax Revenue	5,740.18
Building Department Revenue	
4102 Building Permits	8,149.00
4106 Contractor Registration	600.00
4108 Preliminary/Final Plat	1,700.00
4110 Prelim/Final Site Plan	1,926.00
4112 Health Inspections	460.00
4122 Septic Permits	425.00
4130 Vendor Fee	150.00
Total Building Department Revenue	13,410.00
Franchise Fee Revenue	
4220 Solid Waste	5,500.91
Total Franchise Fee Revenue	5,500.91
Interest Revenue	
4330 General Fund Interest	4.31
4332 Investment Interest	59,772.90
Total Interest Revenue	59,777.21
Interlocal Revenue	
4402 Corp Contract Current Year	17,057.12
Total Interlocal Revenue	17,057.12
Miscellaneous Revenue	
4502 Animal Adoption & Impound	1,425.00
4506 Animal Shelter Donations	50.00
4508 Annual Park Passes	758.90
4510 Arrowhead Park Fees	18,907.00
4530 Other Receivables	50.00
4536 Point Vista Park Fees	750.00
4550 Sycamore Bend Fees	735.00
4566 Interlocal Agreements	10,276.32
Total Miscellaneous Revenue	32,952.22
Municipal Court Revenue	
4602 Building Security Fund	1,743.79
4604 Citations	50,800.39
4606 Court Technology Fund	1,437.44
4608 Jury Fund	33.63
4610 Truancy Fund	1,751.78
4612 State Court Costs	25,903.49
Total Municipal Court Revenue	81,670.52
Sales Tax Revenue	
4702 Sales Tax General Fund	165,688.43
4706 Sales Tax 4B Corporation	23,669.78
4708 Sales Tax Mixed Beverage	4,618.78
Total Sales Tax Revenue	193,976.99
Total Income	410,085.15

Town of Hickory Creek

Profit & Loss

June 2024

07/16/24

Accrual Basis

	<u>Jun 24</u>
Gross Profit	410,085.15
Expense	
Capital Outlay	
5010 Street Maintenance	709.63
5012 Streets & Road Improvement	19,993.43
5022 Parks and Rec Improvements	4,076.18
5026 Fleet Vehicles	35,742.60
5032 Denton County TRIP22	115,369.27
Total Capital Outlay	175,891.11
Debt Service	
5110 2015 Refunding Bond Series	670.00
5112 2015 C.O. Series	670.01
5114 2020 C.O. Series	1,169.99
Total Debt Service	2,510.00
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	298.16
5208 Copier Rental	309.53
5212 EDC Tax Payment	23,669.78
5216 Volunteer/Staff Events	129.58
5218 General Communications	471.00
5224 Postage	568.85
5226 Community Cause	40.00
Total General Government	25,501.90
Municipal Court	
5312 Court Technology	312.00
5318 Merchant Fees/Credit Cards	711.58
5332 Warrants Collected	1,635.74
Total Municipal Court	2,659.32
Parks and Recreation	
5408 Tanglewood Park	566.80
Total Parks and Recreation	566.80
Parks Corps of Engineer	
5432 Arrowhead	762.19
5434 Harbor Grove	227.40
5436 Point Vista	236.67
5438 Sycamore Bend	579.68
Total Parks Corps of Engineer	1,805.94
Personnel	
5502 Administration Wages	34,803.22
5504 Municipal Court Wages	6,389.76
5506 Police Wages	93,558.08
5507 Police Overtime Wages	986.52
5508 Public Works Wages	25,455.10
5509 Public Works Overtime Wage	1,003.35
5510 Health Insurance	22,686.76
5514 Payroll Expense	2,702.49
5516 Employment Exams	345.00
5518 Retirement (TMRS)	23,373.37
Total Personnel	211,303.65
Police Department	
5602 Auto Gas & Oil	5,373.75
5606 Auto Maintenance & Repair	6,103.98
5612 Computer Hardware/Software	1,458.42
5614 Crime Lab Analysis	260.00

Town of Hickory Creek

Profit & Loss

June 2024

07/16/24

Accrual Basis

	<u>Jun 24</u>
5616 Drug Forfeiture	8,209.90
5626 Office Supplies/Equipment	101.01
5630 Personnel Equipment	754.02
5636 Uniforms	-258.41
5640 Training & Education	450.00
5648 K9 Unit	119.98
Total Police Department	22,572.65
Public Works Department	
5706 Animal Control Supplies	758.85
5708 Animal Control Vet Fees	180.69
5710 Auto Gas & Oil	1,688.15
5714 Auto Maintenance/Repair	620.20
5716 Beautification	4,305.00
5718 Computer Hardware/Software	140.04
5724 Equipment Maintenance	1,193.84
5728 Equipment Supplies	607.07
5734 Communications	313.92
5738 Training	80.00
5742 Uniforms	260.08
5748 Landscaping Services	6,065.31
Total Public Works Department	16,213.15
Services	
5802 Appraisal District	4,128.66
5804 Attorney Fees	13,226.97
5814 Engineering	37,937.59
5818 Inspections	4,033.00
5820 Fire Service	242,673.00
5822 Legal Notices/Advertising	260.74
5824 Library Services	233.60
5826 Municipal Judge	1,265.00
5846 Span Transit Services	931.04
5848 Recording Fees	399.00
Total Services	305,088.60
Special Events	
6012 Special Events	2,303.29
Total Special Events	2,303.29
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	3,300.65
5904 Electric	1,982.86
5906 Gas	119.95
5908 Street Lighting	4,057.50
5910 Telephone	624.34
5912 Water	2,139.27
Total Utilities & Maintenance	12,224.57
Total Expense	778,640.98
Net Ordinary Income	-368,555.83
Net Income	<u>-368,555.83</u>

Town of Hickory Creek

Budget vs. Actual Year to Date 74.97%

October 2023 through June 2024

	Oct '23 - Jun 24	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,634,423.49	1,664,029.00	98.2%
4004 M&O Penalties & Interest	6,257.06	4,000.00	156.4%
4006 Delinquent M&O	-997.09	2,000.00	-49.9%
4008 I&S Debt Service	811,402.43	836,526.00	97.0%
4010 I&S Penalties & Interest	14,978.80	15,000.00	99.9%
4012 Delinquent I&S	-624.56	1,200.00	-52.0%
Total Ad Valorem Tax Revenue	2,465,440.13	2,522,755.00	97.7%
Building Department Revenue			
4102 Building Permits	670,065.79	650,000.00	103.1%
4104 Certificate of Occupancy	6,500.00	7,000.00	92.9%
4106 Contractor Registration	3,900.00	2,500.00	156.0%
4108 Preliminary/Final Plat	4,250.00	1,700.00	250.0%
4110 Prelim/Final Site Plan	5,726.00	2,100.00	272.7%
4112 Health Inspections	8,740.00	10,000.00	87.4%
4122 Septic Permits	2,125.00	2,125.00	100.0%
4124 Sign Permits	2,600.00	3,000.00	86.7%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	500.00	1,500.00	33.3%
4130 Vendor Fee	800.00	225.00	355.6%
4132 Alarm Permit Fees	300.00	500.00	60.0%
Total Building Department Revenue	705,506.79	680,850.00	103.6%
Franchise Fee Revenue			
4214 Electric	211,195.40	207,500.00	101.8%
4216 Gas	81,977.51	90,000.00	91.1%
4218 Telecom	23,987.87	32,000.00	75.0%
4220 Solid Waste	47,277.37	50,000.00	94.6%
Total Franchise Fee Revenue	364,438.15	379,500.00	96.0%
Interest Revenue			
4330 General Fund Interest	38.73	40.00	96.8%
4332 Investment Interest	531,355.95	400,000.00	132.8%
Total Interest Revenue	531,394.68	400,040.00	132.8%
Interlocal Revenue			
4402 Corp Contract Current Year	17,057.12	64,215.00	26.6%
Total Interlocal Revenue	17,057.12	64,215.00	26.6%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	19,079.88	18,000.00	106.0%
4506 Animal Shelter Donations	555.35	1,000.00	55.5%
4508 Annual Park Passes	26,861.35	30,000.00	89.5%
4510 Arrowhead Park Fees	55,005.00	40,000.00	137.5%
4512 Beer & Wine Permit	60.00	150.00	40.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	10,008.85	60,000.00	16.7%
4520 Drug Seizure	3,523.00	0.00	100.0%
4524 Fund Balance Reserve	0.00	2,196,978.56	0.0%
4526 Mineral Rights	250.55	1,000.00	25.1%
4530 Other Receivables	68,540.15	75,000.00	91.4%
4534 PD State Training	2,943.33	2,943.33	100.0%
4536 Point Vista Park Fees	7,241.00	12,000.00	60.3%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	29,363.00	25,000.00	117.5%
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	1,750.00	0.00	100.0%
4560 2020 CO Proceeds	0.00	1,100,000.00	0.0%
4562 Coronavirus Local Recovery	0.00	275,650.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%
October 2023 through June 2024

	Oct '23 - Jun 24	Budget	% of Budget
4566 Interlocal Agreements	192,661.32	198,135.00	97.2%
4568 Opiod Settlements	1,008.22	0.00	100.0%
Total Miscellaneous Revenue	418,851.00	4,035,856.89	10.4%
Municipal Court Revenue			
4602 Building Security Fund	13,458.14	18,023.00	74.7%
4604 Citations	431,034.13	550,000.00	78.4%
4606 Court Technology Fund	10,867.36	15,936.00	68.2%
4608 Jury Fund	452.72	200.00	226.4%
4610 Truancy Fund	13,441.21	0.00	100.0%
4612 State Court Costs	224,621.15	311,060.00	72.2%
4614 Child Safety Fee	347.94	800.00	43.5%
Total Municipal Court Revenue	694,222.65	896,019.00	77.5%
Sales Tax Revenue			
4702 Sales Tax General Fund	1,661,962.99	2,100,000.00	79.1%
4706 Sales Tax 4B Corporation	237,423.30	300,000.00	79.1%
4708 Sales Tax Mixed Beverage	29,141.20	35,000.00	83.3%
4710 Hotel Occupancy Tax	4,608.77	5,000.00	92.2%
Total Sales Tax Revenue	1,933,136.26	2,440,000.00	79.2%
Total Income	7,130,046.78	11,419,235.89	62.4%
Gross Profit	7,130,046.78	11,419,235.89	62.4%
Expense			
Capital Outlay			
5010 Street Maintenance	6,294.14	25,000.00	25.2%
5012 Streets & Road Improvement	-89,537.84	500,000.00	-17.9%
5022 Parks and Rec Improvements	63,244.50	2,300,000.00	2.7%
5024 Public Safety Improvements	75,616.33	75,650.00	100.0%
5026 Fleet Vehicles	253,013.23	265,000.00	95.5%
5032 Broadband Initiative	204,195.38	205,000.00	99.6%
5032 Denton County TRIP22	561,634.27	1,100,000.00	51.1%
Total Capital Outlay	1,074,460.01	4,470,650.00	24.0%
Debt Service			
5110 2015 Refunding Bond Series	46,814.99	316,450.00	14.8%
5112 2015 C.O. Series	51,990.02	271,800.00	19.1%
5114 2020 C.O. Series	51,314.99	254,450.00	20.2%
Total Debt Service	150,120.00	842,700.00	17.8%
General Government			
5202 Bank Service Charges	95.00	200.00	47.5%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	33,676.40	60,000.00	56.1%
5208 Copier Rental	3,020.70	3,600.00	83.9%
5210 Dues & Memberships	2,691.46	3,500.00	76.9%
5212 EDC Tax Payment	237,435.27	300,000.00	79.1%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	4,931.59	8,000.00	61.6%
5218 General Communications	22,778.77	32,000.00	71.2%
5222 Office Supplies & Equip.	1,844.39	3,000.00	61.5%
5224 Postage	6,423.82	7,000.00	91.8%
5226 Community Cause	1,439.03	3,000.00	48.0%
5228 Town Council/Board Expense	3,552.81	10,000.00	35.5%
5230 Training & Education	1,430.33	1,500.00	95.4%
5232 Travel Expense	109.73	2,000.00	5.5%
5234 Staff Uniforms	787.30	800.00	98.4%
5236 Transfer to Reserve	0.00	0.00	0.0%
Total General Government	320,216.60	434,900.00	73.6%
Municipal Court			
5302 Books & Subscriptions	80.21	100.00	80.2%

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%
October 2023 through June 2024

	Oct '23 - Jun 24	Budget	% of Budget
5304 Building Security	4,031.51	18,023.00	22.4%
5312 Court Technology	8,607.35	15,963.00	53.9%
5314 Dues & Memberships	55.00	150.00	36.7%
5318 Merchant Fees/Credit Cards	5,932.10	5,000.00	118.6%
5322 Office Supplies/Equipment	358.34	1,000.00	35.8%
5324 State Court Costs	238,081.36	311,060.00	76.5%
5326 Training & Education	300.00	500.00	60.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-4,258.24	2,500.00	-170.3%
Total Municipal Court	253,187.63	354,796.00	71.4%
Parks and Recreation			
5402 Events	658.75	1,500.00	43.9%
5408 Tanglewood Park	4,961.43	45,000.00	11.0%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	400.00	500.00	80.0%
5416 Town Hall Park	189.00	0.00	100.0%
Total Parks and Recreation	6,409.18	47,500.00	13.5%
Parks Corps of Engineer			
5432 Arrowhead	29,226.75	38,500.00	75.9%
5434 Harbor Grove	2,525.54	10,000.00	25.3%
5436 Point Vista	9,675.29	15,000.00	64.5%
5438 Sycamore Bend	37,530.42	43,500.00	86.3%
Total Parks Corps of Engineer	78,958.00	107,000.00	73.8%
Personnel			
5502 Administration Wages	327,321.82	435,826.00	75.1%
5504 Municipal Court Wages	61,676.42	87,736.00	70.3%
5506 Police Wages	822,639.07	1,230,354.00	66.9%
5507 Police Overtime Wages	33,783.77	40,000.00	84.5%
5508 Public Works Wages	192,742.41	275,624.00	69.9%
5509 Public Works Overtime Wage	4,040.42	4,500.00	89.8%
5510 Health Insurance	173,337.74	255,054.00	68.0%
5512 Longevity	14,180.00	14,180.00	100.0%
5514 Payroll Expense	23,260.77	25,000.00	93.0%
5516 Employment Exams	1,105.00	2,500.00	44.2%
5518 Retirement (TMRS)	217,399.20	316,117.00	68.8%
5520 Unemployment (TWC)	3,095.48	2,500.00	123.8%
5522 Workman's Compensation	53,186.00	53,200.00	100.0%
Total Personnel	1,927,768.10	2,742,591.00	70.3%
Police Department			
5602 Auto Gas & Oil	43,743.63	50,000.00	87.5%
5606 Auto Maintenance & Repair	80,480.32	75,000.00	107.3%
5610 Books & Subscriptions	571.71	6,000.00	9.5%
5612 Computer Hardware/Software	60,353.99	75,500.00	79.9%
5614 Crime Lab Analysis	1,879.58	6,500.00	28.9%
5616 Drug Forfeiture	42,071.29	30,630.89	137.3%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	1,162.02	2,000.00	58.1%
5630 Personnel Equipment	32,284.30	40,000.00	80.7%
5634 Travel Expense	570.40	2,000.00	28.5%
5636 Uniforms	10,544.04	12,000.00	87.9%
5640 Training & Education	6,937.42	8,500.00	81.6%
5644 Citizens on Patrol	0.00	250.00	0.0%
5646 Community Outreach	618.13	300.00	206.0%
5648 K9 Unit	1,173.13	5,000.00	23.5%
5650 Task Force Forfeiture	0.00	10,000.00	0.0%
Total Police Department	282,389.96	324,180.89	87.1%
Public Works Department			
5702 Animal Control Donation	697.61	1,000.00	69.8%
5704 Animal Control Equipment	3,018.64	1,000.00	301.9%

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%
October 2023 through June 2024

	Oct '23 - Jun 24	Budget	% of Budget
5706 Animal Control Supplies	3,730.70	5,000.00	74.6%
5708 Animal Control Vet Fees	14,334.04	25,000.00	57.3%
5710 Auto Gas & Oil	13,902.83	20,000.00	69.5%
5714 Auto Maintenance/Repair	7,606.28	10,000.00	76.1%
5716 Beautification	20,031.64	125,000.00	16.0%
5718 Computer Hardware/Software	6,024.12	3,500.00	172.1%
5720 Dues & Memberships	369.00	450.00	82.0%
5722 Equipment	-7,131.05	2,500.00	-285.2%
5724 Equipment Maintenance	27,895.75	22,000.00	126.8%
5726 Equipment Rental	97.90	1,000.00	9.8%
5728 Equipment Supplies	3,165.18	5,000.00	63.3%
5732 Office Supplies/Equipment	1,432.23	1,750.00	81.8%
5734 Communications	3,430.92	3,800.00	90.3%
5738 Training	415.00	800.00	51.9%
5740 Travel Expense	28.15	3,000.00	0.9%
5742 Uniforms	1,804.78	2,800.00	64.5%
5748 Landscaping Services	38,038.42	90,000.00	42.3%
Total Public Works Department	138,892.14	323,600.00	42.9%
Services			
5802 Appraisal District	12,385.98	16,525.00	75.0%
5804 Attorney Fees	83,057.19	50,000.00	166.1%
5806 Audit	15,500.00	15,500.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	122,367.90	175,000.00	69.9%
5816 General Insurance	51,906.86	51,915.00	100.0%
5818 Inspections	45,278.00	50,000.00	90.6%
5820 Fire Service	970,692.00	970,692.00	100.0%
5822 Legal Notices/Advertising	1,130.48	2,000.00	56.5%
5824 Library Services	1,079.00	1,200.00	89.9%
5826 Municipal Judge	10,200.00	13,800.00	73.9%
5828 Printing	1,172.75	2,500.00	46.9%
5830 Tax Collection	2,979.00	3,000.00	99.3%
5832 Computer Technical Support	44,615.46	45,000.00	99.1%
5838 DCCAC	0.00	7,228.00	0.0%
5840 Denton County Dispatch	0.00	38,508.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	2,914.56	5,000.00	58.3%
5848 Recording Fees	470.00	500.00	94.0%
Total Services	1,365,749.18	1,451,318.00	94.1%
Special Events			
6012 Special Events	10,266.27	25,000.00	41.1%
Total Special Events	10,266.27	25,000.00	41.1%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	95,909.22	150,000.00	63.9%
5904 Electric	20,767.60	27,000.00	76.9%
5906 Gas	2,286.43	3,000.00	76.2%
5908 Street Lighting	36,633.30	45,000.00	81.4%
5910 Telephone	38,251.34	45,000.00	85.0%
5912 Water	22,617.87	25,000.00	90.5%
Total Utilities & Maintenance	216,465.76	295,000.00	73.4%
Total Expense	5,824,882.83	11,419,235.89	51.0%
Net Ordinary Income	1,305,163.95	0.00	100.0%
Net Income	1,305,163.95	0.00	100.0%

Town of Hickory Creek Expenditures over \$1,000.00 June 2024

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Bill	06/03/2024	Invoice...	Halff Associates, Inc.	19,993.43
Total 5012 Streets & Road Improvement				19,993.43
5022 Parks and Rec Improvements				
Check	06/03/2024	5620	Angel Hernandez	4,000.00
Total 5022 Parks and Rec Improvements				4,000.00
5026 Fleet Vehicles				
Bill	06/03/2024	Invoice...	Utility Associates, Inc.	31,467.00
Check	06/20/2024	Debit	Enterprise Fleet Management	4,275.60
Total 5026 Fleet Vehicles				35,742.60
Total Capital Outlay				59,736.03
General Government				
5212 EDC Tax Payment				
Check	06/14/2024		Hickory Creek Economic Development	23,669.78
Total 5212 EDC Tax Payment				23,669.78
Total General Government				23,669.78
Personnel				
5510 Health Insurance				
Check	06/05/2024	Debit	Renaissance Life & Health Insurance	1,277.27
Check	06/21/2024	Debit	Cigna	21,055.77
Total 5510 Health Insurance				22,333.04
5518 Retirement (TMRS)				
Check	06/04/2024		TMRS	23,373.37
Total 5518 Retirement (TMRS)				23,373.37
Total Personnel				45,706.41
Police Department				
5602 Auto Gas & Oil				
Check	06/24/2024	Debit	WEX Bank	5,373.75
Total 5602 Auto Gas & Oil				5,373.75
5606 Auto Maintenance & Repair				
Check	06/07/2024		Christian Brothers Automotive	2,177.55
Bill	06/12/2024	RO #1...	Christian Brothers Automotive	2,177.55
Total 5606 Auto Maintenance & Repair				4,355.10
5616 Drug Forfeiture				
Bill	06/25/2024	Inv #0...	Symbol Arts, LLC	3,313.40
Bill	06/25/2024	Inv #0...	Symbol Arts, LLC	3,396.50
Total 5616 Drug Forfeiture				6,709.90
5636 Uniforms				
Bill	06/25/2024	Inv #IN...	Angel Armor	1,824.26
Deposit	06/27/2024		Deposit	-2,426.65
Deposit	06/27/2024		Deposit	-1,612.84
Total 5636 Uniforms				-2,215.23
Total Police Department				14,223.52
Public Works Department				
5710 Auto Gas & Oil				

Town of Hickory Creek Expenditures over \$1,000.00 June 2024

Type	Date	Num	Name	Amount
Check	06/24/2024	Debit	WEX Bank	1,688.15
	Total 5710 Auto Gas & Oil			1,688.15
5716 Beautification				
Check	06/26/2024	5716	Pole Covers	4,305.00
	Total 5716 Beautification			4,305.00
5748 Landscaping Services				
Bill	06/12/2024	Inv 36...	D & D Commercial Landscape Management	6,065.31
	Total 5748 Landscaping Services			6,065.31
	Total Public Works Department			12,058.46
Services				
5802 Appraisal District				
Bill	06/12/2024	Inv #1...	DCAD	4,128.66
	Total 5802 Appraisal District			4,128.66
5804 Attorney Fees				
Bill	06/12/2024	Inv #0...	Advanced Appraisal Services	3,500.00
Bill	06/25/2024	Acct 1...	Hayes, Berry, White & Vanzant	3,729.00
Check	06/26/2024	Debit	Law Office of Dorwin L. Sargent III, PLLC	5,370.75
	Total 5804 Attorney Fees			12,599.75
5814 Engineering				
Bill	06/03/2024	Invoice...	Halff Associates, Inc.	1,215.81
Bill	06/03/2024	Invoice...	Halff Associates, Inc.	4,430.79
Bill	06/03/2024	Invoice...	Halff Associates, Inc.	1,174.90
Bill	06/12/2024	Inv #1...	Halff Associates, Inc.	29,835.82
Bill	06/12/2024	Inv #1...	Halff Associates, Inc.	1,280.27
	Total 5814 Engineering			37,937.59
5818 Inspections				
Check	06/11/2024	Debit	Build by I-Codes	3,720.00
	Total 5818 Inspections			3,720.00
5820 Fire Service				
Bill	06/12/2024	Invoice...	City of Corinth	242,673.00
	Total 5820 Fire Service			242,673.00
5826 Municipal Judge				
Check	06/05/2024		The Law Office of Cynthia Burkett	1,050.00
	Total 5826 Municipal Judge			1,050.00
	Total Services			302,109.00
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Check	06/13/2024	Debit	Merit Services	1,786.40
	Total 5902 Bldg Maintenance/Supplies			1,786.40
5904 Electric				
Check	06/26/2024	Debit	Hudson Energy Services, LLC	1,982.86
	Total 5904 Electric			1,982.86
5908 Street Lighting				
Check	06/26/2024	Debit	Hudson Energy Services, LLC	3,857.52
	Total 5908 Street Lighting			3,857.52
5912 Water				

9:41 AM

07/16/24

Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
June 2024

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Check	06/03/2024	Deposit	L.C.M.U.A.	1,019.32
Total 5912 Water				1,019.32
Total Utilities & Maintenance				8,646.10
Total Expense				466,149.30
Net Ordinary Income				-466,149.30
Net Income				-466,149.30



TOWN OF HICKORY CREEK
 ATTN KRISTI K ROGERS
 1075 RONALD REAGAN AVE
 HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 06/01/2024 - 06/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4105%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 6/28/24 WAS 0.999742.

MONTHLY ACTIVITY DETAIL

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

	BEGINNING BALANCE			1,515,085.83
06/28/2024	MONTHLY POSTING	9999888	6,735.47	1,521,821.30
	ENDING BALANCE			1,521,821.30

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	1,515,085.83
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6,735.47
ENDING BALANCE	1,521,821.30
AVERAGE BALANCE	1,515,085.83

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	40,767.81



TOWN OF HICKORY CREEK
 ATTN KRISTI K ROGERS
 1075 RONALD REAGAN AVE
 HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 06/01/2024 - 06/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4105%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 6/28/24 WAS 0.999742.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,504.20
06/28/2024	MONTHLY POSTING	9999888	46.73	10,550.93
	ENDING BALANCE			10,550.93

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	10,504.20
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	46.73
ENDING BALANCE	10,550.93
AVERAGE BALANCE	10,504.20

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	282.70



TOWN OF HICKORY CREEK
 ATTN KRISTI K ROGERS
 1075 RONALD REAGAN AVE
 HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276016

ACCOUNT NAME: CORONAVIRUS LOCAL RECOVERY FUNDS

STATEMENT PERIOD: 06/01/2024 - 06/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4105%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 6/28/24 WAS 0.999742.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			61,962.65
06/28/2024	MONTHLY POSTING	9999888	275.45	62,238.10
	ENDING BALANCE			62,238.10

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	61,962.65
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	275.45
ENDING BALANCE	62,238.10
AVERAGE BALANCE	61,962.65

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	686,932.64	7,668.27



TOWN OF HICKORY CREEK
 ATTN KRISTI K ROGERS
 1075 RONALD REAGAN AVE
 HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 06/01/2024 - 06/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4105%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 6/28/24 WAS 0.999742.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			88,144.26
06/28/2024	MONTHLY POSTING	9999888	391.86	88,536.12
	ENDING BALANCE			88,536.12

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	88,144.26
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	391.86
ENDING BALANCE	88,536.12
AVERAGE BALANCE	88,144.26

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	2,371.77



TOWN OF HICKORY CREEK
 ATTN KRISTI K ROGERS
 1075 RONALD REAGAN AVE
 HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 06/01/2024 - 06/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4105%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 6/28/24 WAS 0.999742.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			11,953,187.32
06/05/2024	ACH WITHDRAWAL	6166087	100,000.00 -	11,853,187.32
06/13/2024	ACH WITHDRAWAL	6166370	335,000.00 -	11,518,187.32
06/28/2024	MONTHLY POSTING	9999888	51,860.84	11,570,048.16
	ENDING BALANCE			11,570,048.16

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	11,953,187.32
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	435,000.00
TOTAL INTEREST	51,860.84
ENDING BALANCE	11,570,048.16
AVERAGE BALANCE	11,665,520.65

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,807,133.81	1,060,600.00	313,904.67



TOWN OF HICKORY CREEK
 ATTN KRISTI K ROGERS
 1075 RONALD REAGAN AVE
 HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 06/01/2024 - 06/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4105%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 6/28/24 WAS 0.999742.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			104,047.02
06/28/2024	MONTHLY POSTING	9999888	462.55	104,509.57
	ENDING BALANCE			104,509.57

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	104,047.02
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	462.55
ENDING BALANCE	104,509.57
AVERAGE BALANCE	104,047.02

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	2,799.64

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0805-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HICKORY AND THE CITY OF CORINTH CONCERNING ANIMAL SHELTER SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement with the City of Corinth, Texas (hereinafter the "Agreement") for an amendment to an existing agreement for animal shelter services according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 5th day of August, 2024.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS § INTERLOCAL COOPERATION AGREEMENT
 § FOR ANIMAL SHELTER SERVICES
COUNTY OF DENTON §

This Interlocal Cooperation Agreement for Animal Shelter Services (“Agreement”) is entered as of the Effective Date by and between the Town of Hickory Creek (“Hickory Creek”), a Texas, a Texas general law municipality, and the City of Corinth (“Corinth”), a Texas home rule municipality. Hickory Creek and Corinth are referred to hereafter collectively as “Parties” and separately as a “Party.”

RECITALS

WHEREAS, as a service provided for the protection of the health and safety of the residents of Hickory Creek, Hickory Creek is engaged in the services of holding and disposing of stray dogs and cats; and

WHEREAS, Hickory Creek is the owner of certain facilities and equipment located at 970 Main Street, Hickory Creek, Texas (the “Shelter”) designed for the holding and disposition of dogs and cats and has in its employ trained personnel whose duties are related to the use and operation of the Shelter; and

WHEREAS, Corinth desires to obtain from Hickory Creek impoundment and disposition services for dogs and cats for the benefit of the citizens of Corinth and those others whom Corinth provides animal control services as more fully hereafter described; and

WHEREAS the Parties mutually desire this Agreement to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act and contract pursuant thereto; and

WHEREAS, Hickory Creek and Corinth individually have the authority to perform the services described in this Agreement in accordance with Texas Government Code §791.011 (c);

NOW, THEREFORE, for the mutual consideration hereinafter stated, Corinth and Hickory Creek agree as follows:

AGREEMENT

1. Term; Early Termination.

a. Term. The initial term of this Agreement shall begin on October 1, 2024, and end on September 30, 2025. The term of this Agreement shall be extended for periods of one (1) year each beginning on October 1st thereafter until terminated in accordance with this Agreement.

b. No-Fault Termination. In addition to such other means of termination set forth in this Agreement, either Party may terminate this Agreement at any time without cause by delivering written notice of termination not later than ninety (90) prior to the date of termination set forth in the notice.

c. Termination on Default. A Party (the “Non-Defaulting Party”) may immediately or on a date certain terminate this Agreement by providing written notice of termination to the other Party (the “Defaulting Party”) if (1) the Non-Defaulting Party provides written notice to the Defaulting Party detailing the nature of the Defaulting Party’s non-compliance with the provisions of this Agreement (“Default Notice”) and (2) the Defaulting Party fails to correct such non-compliance on or before the thirtieth (30th) day after receipt of the Default Notice.

d. Survival of Payment Obligations. Corinth’s obligations to pay Hickory Creek for services provided to Corinth in accordance with this Agreement and any remedies afforded to Hickory Creek in the event of non-payment shall survive the termination of this Agreement.

2. Holding of Dogs and Cats; Fees. Hickory Creek agrees to accept and hold at the Shelter dogs and cats (collectively hereafter “Animal” or “Animals”) lawfully impounded by authorized representatives of Corinth under the following terms and conditions:

a. Holding Period; Disposition of Animals. Hickory Creek agrees to hold Animals for the Standard Holding Period. For purposes of this Agreement, the “Standard Holding Period” shall commence on the day the Animal arrives at the Shelter (the “Intake Day”) and end 72 hours thereafter. If the Animal is not reclaimed within the Standard Holding Period, title to the Animal shall revert to Hickory Creek. Subject to applicable state law, an Animal may be placed for adoption or humanely destroyed by Hickory Creek at the discretion of the Shelter staff after the Standard Holding Period has concluded for the Animal.

b. Holding of Quarantine Animals. Hickory Creek agrees to accept and hold rabid suspects in quarantine for Corinth when conditions permit, and such action is authorized by a representative of Corinth.

c. Head Shipments and Rabies Testing. Hickory Creek agrees to provide for the removal and shipment of heads of rabid suspects for clinical rabies testing at the Texas Department of Health upon the request of the Animal’s owner and prepayment of all associated costs.

d. Fee. Corinth agrees to pay to Hickory Creek a payment of ONE HUNDRED THIRTY SIX THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS AND TWENTY FIVE CENTS (\$136,379.25) annually on November 1 for the duration of the Term (the “Annual Fee”). The Annual Fee due each November 1 after the initial term shall be set by Hickory Creek in its sole and absolute discretion and notice of the same delivered to Corinth by July 1. Corinth agrees Hickory Creek may assess, collect, and retain sums identified within the Hickory Creek Master Fee Schedule, as may be amended from time to time by Hickory Creek in its sole discretion, and which is hereby incorporated by reference for all purposes (the “Master Fee Schedule”) from owners of Animals without offset or credit against the Fee.

3. Shelter Responsibilities. Hickory Creek agrees to provide Corinth with full access to the Animal Control Center during the Animal Control Center's regular hours for the impoundment and release of animals as necessary and to conduct any other duties as deemed necessary that are within the scope of this Agreement.

4. Suspension of Service. Hickory Creek shall have the right, without notice, to suspend the provision of services pursuant to this Agreement if any amount remains past due more than sixty (60) days after the receipt of invoice by Corinth for such amounts. Hickory Creek will resume the provision of the services under this Agreement on the first business day after receipt of the past due amount plus all accrued interest.

5. Collection of Owner Fees. Hickory Creek shall have the authority to collect holding, quarantine, rabies test, impoundment, adoption, surrender, and quarantine fees from the owners of animals received from Corinth at the same rate as charged to residents of Hickory Creek. The fees for impoundment, adoption, surrender, and quarantine will be set by Hickory Creek at the sole discretion of Hickory Creek. As of the Effective Date, the fees established by Hickory Creek are set forth in the Master Fee Schedule, attached hereto and incorporated herein by reference.

6. Party Responsibility.

a. Hickory Creek. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Hickory Creek under Texas or Federal law, or any other defenses Hickory Creek can assert under Texas or Federal law, Hickory Creek agrees to and accepts full responsibility for the negligent acts and/or omissions of all Hickory Creek officers, employees and agents in performance of this Agreement.

b. Corinth. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Corinth under Texas or Federal law, or any other defenses Corinth is able to assert under Texas or Federal law, Corinth agrees to and accepts full responsibility for the negligent acts and/or omissions of all Corinth officers, employees and agents in performance of this Agreement.

c. Joint Responsibility. If a claim or liability shall arise from the joint or concurring negligence of both Parties, it shall be borne by the Parties comparatively in accordance with the laws of the State of Texas.

d. No Waiver of Immunity. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

7. Miscellaneous.

a. Payment from Current Revenues. Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

b. Notices. Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Hickory Creek:
Town of Hickory Creek, Texas
Hickory Creek, Texas 75065
Attn: Town Manager

With Copy to:
Dorwin L. Sargent, III
Law Office of Dorwin L. Sargent III, PLLC
624 W. University, #127
Denton, Texas, 76201

To Corinth:
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Attn: City Manager

With Copy to:
Patricia Adams
Messer, Rockefeller, & Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75201

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

c. Governing Law, Venue. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.

d. Responsibility. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or acts or omissions in the course of performance of this Agreement.

e. Relationship. It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

f. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

g. Exhibits; Recitals. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

h. Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

i. Headings; "Includes". The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

j. Severability. The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

k. Assignment. No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.

l. Force Majeure. No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

n. Authorized Signatories. The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

o. Effective Date. This Agreement shall be effective as of October 1, 2024 ("the Effective Date").

p. Advisory Board. Each Party to this Agreement, and each municipality who receives contracted animal control services from either Party, may participate on the Hickory Creek Animal Advisory Board at the rate of one board member per municipality.

(Signatures on Following Pages)

SIGNED AND AGREED this _____ day of _____, 2024.

CITY OF CORINTH, TEXAS

BY: _____
BILL HEIDEMANN, MAYOR

BY: _____
SCOTT CAMPBELL, CITY MANAGER

ATTEST:

BY: _____
LANA WYLIE, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

BY: _____
PATRICIA ADAMS, CITY ATTORNEY

SIGNED AND AGREED this _____ day of April, 2024.

TOWN OF HICKORY CREEK, TEXAS

BY: _____
LYNN C. CLARK, MAYOR

BY: _____
JOHN SMITH, TOWN MANAGER

ATTEST:

BY: _____
KRISTI ROGERS, TOWN SECRETARY

APPROVED AS TO LEGAL FORM:

BY: _____
DORWIN L. SARGENT, III, TOWN ATTORNEY

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0805-___**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND THE COUNTY OF DENTON CONCERNING POLICE RADIO COMMUNICATION SERVICES.

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

WHEREAS, the Town Council has been presented with a proposed Interlocal Cooperative Agreement Between the Town of Hickory Creek and the County of Denton (hereinafter the "Agreement") for the purpose of providing for certain law enforcement related radio communication services, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

Section 3: This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 5th day of August, 2024.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND
THE TOWN OF HICKORY CREEK POLICE DEPARTMENT FOR THE USE OF THE
DENTON COUNTY RADIO COMMUNICATIONS SYSTEM**

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the Town of Hickory Creek Police Department, Texas, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User Agency (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Hickory Creek Police Department wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Hickory Creek Police Department and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“*Assignee*” means the Agency employee assigned to a specific Subscriber Unit.

“*Communications System*” or “*System*” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“*Coordinating Committee*” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“*Infrastructure Management Committee*” means the committee that is responsible for the administration and operation of the Communications System.

“*Subscriber Units*” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“*Talk Group*” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“*Technical Committee*” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“*User*” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2024, and ending on the 30th day of September, 2025. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF TOWN OF HICKORY CREEK POLICE DEPARTMENT

3.1 Hickory Creek Police Department shall use the System in accordance with this Agreement to provide integration of communications by Hickory Creek Police Department between its Users on the System for governmental operations.

3.2 When using the System, Hickory Creek Police Department shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Hickory Creek Police Department uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Hickory Creek Police Department will also abide by the User rules of those Talk Groups.

3.3 Hickory Creek Police Department must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Hickory Creek Police Department is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Hickory Creek Police Department is responsible for all programming of Agency-owned Subscriber Units.

3.5 Hickory Creek Police Department shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all Agency-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any Agency-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Hickory Creek Police Department, the Agency shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the Agency will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Hickory Creek Police Department shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the Agency for the lack of interoperability between the Subscriber Units and the System if the Agency fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Hickory Creek Police Department to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Hickory Creek Police Department. Talk Groups will be established for the Agency by the County.

4.2 The System Manager will not activate radios on the Hickory Creek Police Department Talk Groups nor make changes to the Hickory Creek Police Department radios without first receiving authorization from the designated representative of the Agency, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the Agency; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A**, which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Hickory Creek Police Department before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the Agency on or before October 1st of each year. This amount is subject to change when the Agency adds or

deletes the number of Subscriber Units in service. The Agency must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the Agencies deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the Agency shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The Agency agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the Agency add Subscriber Units or Talk Groups to the Service within a Term, the Agency agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The Agency shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the Agency the pro-rated amount of the fees previously paid by the Agency for the use of the System for the then current fiscal year.

**VIII.
RELEASE AND HOLD HARMLESS**

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

**IX.
IMMUNITY**

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

**X.
ASSIGNMENT**

The Agency agrees to retain control and to give full attention to the fulfillment of this Agreement. The Agency cannot assign or sublet this Agreement without the prior written consent of the County. Further, the Agency cannot sublet any part or feature of the work to anyone objectionable to Denton County. The Hickory Creek Police Department also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the Agency from its full obligations to the County as provided by this Agreement.

**XI.
ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Denton County and Hickory Creek Police Department and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Hickory Creek Police

Department. This Agreement may be amended only by written instrument signed by Denton County and Hickory Creek Police Department.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff’s Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Hickory Creek Police Department
Contact Person	Chief Carey Dunn
Address	1075 Ronald Reagan Ave.
City, State, Zip	Hickory Creek, TX 75065
Telephone	940-497-3520
Email	carey.dunn@hickorycreek-tx.gov

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event,

either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE TOWN OF HICKORY CREEK POLICE DEPARTMENT, TEXAS:

BY:

_____ Date: _____
Lynn C. Clark, Mayor
Town of Hickory Creek
1075 Ronald Reagan Ave.
Hickory Creek, TX 75065
940-497-2528

Approved as to content:

Carey Dunn, Chief of Police

Approved as to form:

Attorney for Agency

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

Date: _____

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A
Denton County Sheriff's Office
Consolidated Radio Communications System Agreement
FY24-25 Agency Payment Worksheet/Invoice

Agency:	Hickory Creek Police Department	
Payment Contact Person:	John Smith, Town Administrator and/or Kristi Rogers, Town Secretary	
Phone Number:	940-279-7061 or 940-279-7060	
Email(s):	John.smith@hickorycreek-tx.gov or Kristi.rogers@hickorycreek-tx.gov	
Address:	1075 Ronald Reagan Ave.	
City, State, Zip	Hickory Creek, TX 75065	
Agency Should Include this Worksheet with Each Payment Sent to Denton County.		
Make checks payable to:	Denton County	
Mail payments to:	Consolidated Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205	
<u>Tier 3</u>		
Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month		
PD Radio Subscribers	32	\$2,304.00
Total Amt Per Year =		<u>\$2,304.00</u>
<u>BILLED ANNUALLY</u>		

Please sign and date below.

Signature of Agency Representative

Title

Date

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0805-___**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND THE CITY OF LAKE DALLAS CONCERNING THE CARLISLE DRIVE ROADWAY PROJECT.

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

WHEREAS, the Town Council has been presented with a proposed Interlocal Cooperative Agreement Between the Town of Hickory Creek and the City of Lake Dallas (hereinafter the "Agreement") for the purpose of providing for the design, right-of-way acquisition, utility relocation, access and construction required for the widening and reconstruction of Carlisle Drive, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

Section 3: This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 5th day of August, 2024.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Interlocal Cooperation Agreement for Carlisle Drive Reconstruction Project

This **Interlocal Cooperation Agreement for Carlisle Drive Reconstruction Project** (“**Agreement**”) is made and entered as of the Effective Date by and between the **City of Lake Dallas** (“**City**”), a Texas home rule municipality, and the **Town of Hickory Creek** (“**Town**”), a Texas Type A General Law municipality. City and Town are sometimes referred to in this Agreement together as the “**Parties**” and individually as a “**Party**.”

Recitals

WHEREAS, a public road commonly referred to by the Parties as “Carlisle Drive” is located within the incorporated limits of the Parties as well as Denton County Precinct #3; and

WHEREAS, Town has entered into that certain *Interlocal Cooperation Agreement Between Denton County, Texas, and the Town of Hickory Creek, Texas*, dated and effective July 9, 2024, (the “**Project Engineering Funding ILA**”) setting forth the agreement between Town and Denton County, Texas (“**County**”) regarding the funding of engineering services relating to the reconstruction of several streets and roadways located in whole or in part within Town’s corporate limits (the “**Project**”); and

WHEREAS, Town anticipates at an unknown future date negotiating and executing with County either (i) an interlocal cooperation agreement or (ii) an amendment to the Project Engineering Funding ILA (either being referred to herein as the “**Project Construction Funding ILA**”) setting forth certain terms and conditions relating to the funding of the bidding and construction phases of the Project (the Project Engineering Funding ILA and the Project Construction Funding ILA collectively referred to hereafter as the “**County ILA**”); and

WHEREAS, pursuant to the provisions of the Project Engineering Funding ILA, County has agreed to provide funds up to the amount of \$931,960.00 to be paid to Town on a reimbursement basis toward the cost of engineering services the Project; and

WHEREAS, Town has determined it is in the public interest of Town and its residents to include within the scope of the Project the reconstruction of the segment of Carlisle Drive from its intersection with S. Lake Dallas Drive east to its intersection with Main Street (the “**Carlisle Drive Project**”), a substantial portion of which is located within City’s corporate limits; and

WHEREAS, Town has the authority to enter onto any portion of Carlisle Drive located within City’s corporate limits for the purposes of conducting any activities relating to the Carlisle Drive Project.; and

WHEREAS, the Parties desire to set forth their agreement regarding their respective responsibilities relating to the Carlisle Drive Project; and

WHEREAS the Texas Interlocal Cooperation Act (Chapter 791, Texas Govt. Code, as amended), authorizes Texas municipalities and other local governments to contract with one another to perform governmental functions and services, including all or part of a function or service in recreation, public health and welfare, and streets, roads, and drainage, engineering, and other governmental functions in which such local governments are mutually interested; and

WHEREAS, the functions and services of the Parties set forth in this Agreement are governmental functions and services which each of the Parties is authorized to perform and provide, and the terms, conditions and provisions of this Agreement are in support of and further the public health, safety welfare, and convenience of the citizens of each of the Parties and are in the public interest.

NOW, THEREFORE, for and in consideration of the above and foregoing recitals, the mutual benefits and obligations set forth herein, and other good and valuable consideration, the Parties agree as follows:

Section 1. Development Tasks. The Parties understand, acknowledge, and agree that design, construction, and acceptance of the Project requires certain steps for completion, including, but not limited to, design, bidding, construction, and payment, and the same shall be in accordance with the following:

A. *Engineering Services.* The Parties understand, acknowledge, and agree as follows:

(1) Town has contracted with Halff Associates, Inc., a professional engineering firm who employs professional engineers registered in the State of Texas ("**Engineer**") pursuant to that certain *Agreement for Professional Engineering Services on a Defined Scope Basis* effective March 30, 2023 (the "**Original Engineer Contract**"), which agreement was amended by that certain *Contract Amendment No. 1 of Consultant's Contract* effective November 28, 2023 (the "**Engineer Contract Amendment**") (the Original Engineer Contract, the Engineer Contract Amendment, and any subsequent amendments, collectively being the "**Engineer Contract**") to perform and provide the design and engineering work and other services relating to the Project, including the creation of the plans and specifications for the construction and/or installation of the Project ("**the Project Plans**");

(2) Notwithstanding anything to the contrary set forth in the Engineer Contract, including, but not limited to Paragraphs D, E, and F in Exhibit "A" to the Engineer Contract Amendment:

(a) The design and construction of the portion of the Project constituting the Carlisle Drive Project shall be in accordance with the more stringent of City's design and construction standards and Town's design and construction standards unless otherwise agreed by City;

(b) The Project Plans relating to the Carlisle Drive Project shall be delivered to City for review and approval in accordance with the same schedule set forth in Exhibit "A" to the Engineer Contract Amendment; and

(c) Invitations to any public meeting(s) conducted by Engineer or Town relating to the Carlisle Drive Project shall be sent to City's City Manager not later than fifteen (15) days prior to the date of such meeting(s).

(4) Town understands, acknowledges, and agrees that Engineer is not authorized by City to commence any work under the Engineering Contract that involves entry onto any portion of the Carlisle Drive right-of-way located within City's corporate limits until the later of (i) the Effective Date of this Agreement and (ii) delivery to City of a fully signed copy of the Second Engineer Contract Amendment.

B. Bidding Phase. Following completion and approval of the Project Plans by both Parties, Town shall be authorized to solicit bids or proposals for construction of the Carlisle Street Project (either as a separate project or as part of the Project) subject to the following:

(1) Not later than sixty (60) days prior to the first date on which Town intends to place the solicitation for bids or proposals for construction of the Carlisle Street Project, Town shall deliver to City for review and approval a draft of the bid advertisement, bid instructions, form of contract, form of general conditions, form of special conditions, form of payment, performance, and maintenance bonds, and all other documents to be provided to contractors seeking to submit bids or proposals in response to said solicitation (the "**Project Contract Documents**"). City agrees to complete such review and deliver comments and edits to Town not later than ten (10) days after delivery of the Project Contract Documents to City. Not later than five (5) days after City delivers said edits and comment to Town, Town shall notify City if it accepts or rejects in whole or in part City's edits and comments and, if rejected, deliver responsive edits and comments to City. With respect to any subsequent edits and comments to the Project Contract Documents, the Parties agree that any subsequent edits and comments shall be delivered to the other Party not later than five (5) business days after receipt of such edits and comments from the other Party, which process shall continue until the Parties are in full agreement as to the form of the Project Contract Documents (the "**Final Project Contract Documents**"). No solicitation for bids or proposals for the Carlisle Drive Project shall include only the Final Project Documents;

(2) Town shall be solely responsible for soliciting bid or proposals for the Carlisle Street Project including all costs related thereto;

(3) No addenda shall be issued to supplement and/or amend the Final Project Contract Documents in response to questions received from potential contractors relating to the Final Project Contract Documents during the bid/proposal solicitation process unless and until drafts of any proposed addenda have been delivered to City, which City agrees to review and approve or reject, in whole or in part, not later than two (2) business days after receipt; provided, however, City shall have no right to object to any provision contained in a draft addenda related solely to a portion of the Final Project Contract Documents that relates solely to portions of the Project other than the Carlisle Drive Project;

(4) Town shall comply with all applicable provisions of Chapter 252 of the Texas Local Government Code, as amended, and/or Chapter 2269 of the Texas

Government Code, as amended, and other provisions of Texas law relating to the solicitation of bids or proposals for public works projects;

(5) Not later than the third (3rd) business day after opening of the bids or proposals, as applicable, Town shall provide City with copies of all bids or proposals, as applicable, received in response to the request for bids or proposals for the Carlisle Street Project; and

(6) Town shall be solely responsible for the selection of the successful contractor to whom the contract for construction of the Project is to be awarded; provided, however, Town shall take into consideration any comments and recommendations received from City regarding the bids or proposals received not later than ten (10) days after delivery of such bids or proposals to City.

C. *Final Project Contract Documents and Award of Contract.* Following the award of the contract for the Project by Town to the successful bidder, Town shall be authorized to sign a contract with the successful contractor for the Project that includes the construction of the Carlisle Drive Project, which contract shall at all times include and be subject to the following:

(1) Except as otherwise agreed in writing by City, the contract shall be substantially in the form of the Final Project Contract Documents;

(2) The contractor shall obtain from each of the Parties all permits required by the respective Party to construct the Project and comply with all applicable ordinances, codes, rules and regulations of the Parties in which the Project is being performed;

(3) Both Town and City are required as a party to sign any change order to the Carlisle Drive Project before said change order may be effective. City shall execute any documents necessary to effectuate said change order(s) within three days of receipt of the same;

(4) All insurance policies held by the contractor must be endorsed to name both Town and City as an additional insureds and to waive the right of subrogation against both Town and City;

(5) Indemnity obligations of the contractor shall be provided in favor of both Town and City and their respective officials, officers, employees, and agents;

(6) The performance bond and a payment bond provided by the contractor in accordance with law, shall name City and Town as joint beneficiaries/obligees on such bonds;

(7) Prior to acceptance of the Carlisle Drive Project, the contractor must deliver to City the maintenance bond required by the Final Project Contract Documents.

D. *Amendments; Change Orders.* Town shall have the authority to sign any change order relating to the Carlisle Drive Project without City joining in the execution of such change order except for a change order that:

- (1) affects only the portion of the Carlisle Drive Project located within Town's incorporated limits; and
- (2) does not increase the time for construction of the Carlisle Drive Project.

In every instance where Town signs a change order to which City is not required to consent, Town shall provide a copy of that change order to City not later than five (5) business days after the change order has been signed by Town and the contractor.

E. *Acquisition of Right-of-Way Other Interests in Real Property; Eminent Domain.*

(1) Town shall be solely responsible, at Town's sole costs, for acquiring any easements, rights-of-way, and other interests in real property determined to be necessary for the construction of the Carlisle Drive Project including, but not limited to, all (a) street easements and rights-of-way, (b) electric, gas, sanitary sewer, and water easements necessary for the relocation of any such utilities, (c) drainage easements, and (d) slope easements. All such rights-of-way and easements located within City's corporate limits shall be acquired in the name of City pursuant to an instrument in a form approved by City's City Manager and City Attorney prior to execution by the grantor(s) to such instrument. Town shall comply with all applicable laws and regulations relating to the acquisition of an interest in real property for a public purpose.

(2) If Town determines Town is unable to acquire through a negotiated purchase an interest in real property located within City's corporate limits that is required for construction of the Carlisle Drive Project and desires to proceed with acquiring such real property interest, Town shall not file any lawsuit seeking to acquire such real property interest without the prior consent of City's City Council, which may be withheld at City's sole discretion. If City's City Council authorizes proceeding with a suit in eminent domain, Town may proceed with such suit and, in addition to any damages award (including both damages for the value of the property interests and the damages to the remainder of such owner's property), Town shall be solely responsible for payment for all relocation costs (if any), attorneys' fees (both Town's and the property owner's, if awarded), court costs, recording fees, appraisals costs, expert witness fees, special commissioner's fees, and all other costs relating to the prosecution of such eminent domain suit. If City consents to Town proceeding with an eminent domain suit, City agrees to reasonably cooperate with Town in the prosecution of such eminent domain suit; provided, however, City shall not be required to incur any costs related to such suit.

F. *City Access to Project and Inspection.* Town acknowledges and understands that City, at City's sole discretion and cost, shall have the right to engage a professional engineer or other representative to inspect the portion of the Carlisle Drive Project located within City's corporate limits. Town shall at all times grant City and City's engineers and/or representatives' access to the Carlisle Drive Project site for purposes of determining that the contractor's construction of the Carlisle Drive Project is in accordance with the Final Project Contract Documents and the Project Plans as approved by the Parties to the extent applicable to those portions of the Carlisle Drive Project located within City's corporate limits. Town agrees to require the contractor to correct any and all work the City or its representative determines to not be in compliance with the approved Project Plans following City's notification to Town of such non-

compliance and shall not pay the contractor for any work claimed to be completed in relation to the portion of the Carlisle Drive Project located within City's corporate limits unless and until City has confirmed such work has been corrected and is in compliance with the Project Plans.

Section 2. Cities' Processes.

A. *Representative.* During the term of this Agreement, each Party will from time to time designate in writing to the other Party a representative to represent the respective Party in connection with and regarding this Agreement. As of the Effective Date, for Town, that person is the Town Administrator, or designee, and for City that person is the Interim City Manager or designee. These designations may be changed at any time by the respective Party by providing notice to the other Party.

B. *Timing.* When this Agreement provides for a Party to perform some act or task, such as review, consideration, and approval of plans, each Party will act in accordance with their normal processes unless (i) a time for such performance is expressly set forth in this Agreement or (ii) a Party requests the other Party to provide expedited consideration or action, in which instance the Party to whom the request is made will use reasonable efforts to provide expedited consideration or action. Unless expressly stated to the contrary in this Agreement, if approval by one Party of some item or matter is required hereunder or is requested by the other Party, the Party to whom the request is made will not unreasonably withhold, delay, or condition its response to such request.

Section 3. Project Costs. Except as expressly stated in this Agreement, Town shall be solely responsible for payment of all costs relating to the design, bidding, and construction of the Carlisle Drive Project and shall seek no advance payment or reimbursement from City for any costs related to the Carlisle Drive Project except as may be expressly agreed in writing by City. The Parties understand, acknowledge, and agree that City's sole consideration conveyed to Town pursuant to this Agreement is the granting of authority to Town to enter onto those portions of Carlisle Drive located within City's corporate limits for the purpose of constructing the Carlisle Drive Project which Town represents (i) constitutes a public purpose benefitting Town and (ii) constitutes a fair and reasonable exchange of consideration for the performance of Town's obligations in this Agreement, including the expenditure of funds by Town.

Section 4. City Remedy. City shall have the right to suspend the right for Town, Engineer, and/or Town's contractor to enter onto the portion of the Carlisle Drive Project site located within City's corporate limits if City provides written notice that (i) Town is not in compliance with any provision of this Agreement and/or (ii) Town's contractor is not in compliance with the Final Project Contract Documents and Town and/or Contractor fail to cure the default described in such notice not later than ten (10) days after delivery of such notice to Town and/or Town's contractor, as applicable. Town, Engineer, and/or Town's contractor shall be authorized to re-occupy the Carlisle Drive Project site and proceed with the work upon confirmation by City that the default has been cured.

Section 5. Miscellaneous.

A. Payment from Current Revenues. Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

B. Notices. Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To City:

City of Lake Dallas, Texas
212 Main Street
Lake Dallas, Texas 75065
Attn: City Manager

To Town:

Town of Hickory Creek, Texas
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065
Attn: Town Manager

With Copy to:

Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

C. Governing Law, Venue. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.

D. Responsibility. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or acts or omissions in the course of performance of this Agreement.

E. No Waiver of Immunity. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering into this Agreement, the Parties do not

create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

F. Relationship. It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto

G. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

H. Exhibits; Recitals. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

I. Amendment. This Agreement may be only be amended by the mutual written agreement of the Parties.

J. Headings; "Includes." The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

K. Severability. The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

L. Assignment. No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other Parties.

M. Force Majeure. No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during

the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

N. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

O. *Authorized Signatories.* The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

P. *Effective Date.* This Agreement shall be effective on the date when it has been signed by the authorized representatives of all of the Parties ("**the Effective Date**").

Q. *City Manager/Town Administrator Defined.* For purposes of this Agreement:

(1) The phrase "City Manager" shall include any person appointed by City's City Council to the office of City Manager under City's home rule charter and any person serving as Interim City Manager or Acting City Manager in the absence of an appointed City Manager; and

(2) The phrase "Town Administrator" shall include any person appointed by Town's Town Council to the office of Town Administrator under Town's ordinances and any person serving as Interim Town Administrator or Acting Town Administrator in the absence of an appointed Town Administrator.

(Signatures on Following Pages)

Town of Hickory Creek Signature Page

SIGNED AND AGREED this _____ day of _____, 2024.

TOWN OF HICKORY CREEK

By: _____
Lynn C. Clark, Mayor

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney

City of Lake Dallas Signature Page

SIGNED AND AGREED this ____ day of _____, 2024.

CITY OF LAKE DALLAS

By: _____
Tom Muehlenbeck, Interim City Manager/

ATTEST

Codi Delcambre, City Secretary

APPROVED AS TO FORM

City Attorney

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0805_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND THE TOWN OF SHADY SHORES CONCERNING PUBLIC WORKS SERVICES.

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

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

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

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

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

Section 3: This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 5th day of August, 2024.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

PUBLIC WORKS AGREEMENT BY AND BETWEEN THE TOWN OF SHADY SHORES AND THE TOWN OF HICKORY CREEK, TEXAS

This Interlocal Agreement ("the Agreement") is made and entered into by and between the TOWN OF SHADY SHORES, (hereinafter referred to as "SHADY SHORES") and the TOWN OF HICKORY CREEK (hereinafter referred to as "HICKORY CREEK") municipal corporations, each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials.

WHEREAS, this Agreement is authorized by Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code, authorizes local governments to participate in cooperative purchasing programs with other local governments, to purchase goods or services off contracts existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, SHADY SHORES and HICKORY CREEK wish to enter into this Agreement to set forth the terms and conditions upon which HICKORY CREEK agrees to provide public services described herein to SHADY SHORES for compensation and under the terms set forth below; and

WHEREAS, participation in this Agreement will be beneficial to the taxpayers of SHADY SHORES and HICKORY CREEK through the efficient use of labor, equipment and materials provided by HICKORY CREEK in return for the compensation paid by SHADY SHORES; and

WHEREAS, SHADY SHORES has current funds available to satisfy any fees owed pursuant to this Agreement.

NOW THEREFORE, SHADY SHORES and HICKORY CREEK, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. This Agreement shall be effective upon execution by both parties. This agreement shall be in full force and effect until terminated by either party upon thirty (30) days written notice to the other party.

2. SHADY SHORES agrees to pay the sum of Fifty Five Thousand One Hundred Twenty Five dollars (\$55,125.00) to HICKORY CREEK annually on November 1st for the duration of the Term (the "Annual Fee"). The Annual Fee due each November 1st after the initial payment shall be set by Hickory Creek in its sole and absolute discretion and notice of the same delivered to Shady Shores by July 1st.

3. The Services to be provided by Hickory Creek are as follows:

- a. Includes all equipment, fuel and staffing unless project is out of the ordinary. Does not include materials.
- b. Includes flat work inspection on driveways.
- c. Includes inspections for Pavlov work. (ROW)
- d. Includes newly constructed road inspections.

e. SWPPP inspections

Additional services to be provided and are included in the yearly fee:

- Placing barricades and road closure signs
- Pothole patching and minor street repairs
- Clear and repair damaged or blocked culverts
- Coordinate with 811 for the utility line locations when preparing a job site
- Maintain street sign inventory and coordinate with town staff to keep adequate supply on hand
- Report street light outages to town staff
- Maintain and program school warning signs
- Replace broken or lost street signs including installation and or repair
- Trim trees and brush in right of ways or as otherwise directed
- Coordinate with the US Army Corps of Engineers to perform necessary work on COE property
- Perform set up and cleanup tasks at job site

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties;

5. This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Notice as required by this Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

SHADY SHORES

Town of Shady Shores
Attn: Mayor
101 S. Shady Shores Rd.
Shady Shores, TX 76208
Telephone: (940) 498-0044

HICKORY CREEK

Town of Hickory Creek
Attn: Town Manager
1075 Ronald Reagan Ave.
Hickory Creek, TX 75065

The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

7. This Agreement shall be governed by the laws of the State of Texas and any action relating to this Agreement shall be filed in district court in Denton County, Texas Exclusive venue.

8. Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of , damage to, or loss of use to any property arising out of or in connection with this Agreement.

SHADY SHORES AND HICKORY CREEK agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to SHADY SHORES or HICKORY CREEK under Texas law and without waiving any defenses of SHADY SHORES or HICKORY CREEK under Texas law. The provisions of this section are solely for the benefit of SHADY SHORES and HICKORY CREEK and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9. This Agreement (with any referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by both parties.

IN WITNESS WHEREOF, this Agreement is effective the ____ day of _____ 2024, in duplicate originals.

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, TEXAS:

BY:

Cindy Aughinbaugh, Mayor

Date

Wendy Withers, Town Administrator

Date

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney

Date

TOWN OF HICKORY CREEK, TEXAS

BY:

Lynn C. Clark, Mayor

Date

John M. Smith, Jr., Town Manager

Date

ATTEST:

Kristi Rogers, Town Secretary

Date

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney

Date

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0805-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND MEMBERS OF THE TEXAS MUNICIPAL LEAGUE CONCERNING CYBERSECURITY RISK COVERAGE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with an agreement for certain cybersecurity and data breach response services (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 5th day of August, 2024.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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



WORKERS' COMPENSATION • PROPERTY • LIABILITY

CRITICAL ALERT:
Cyber Liability and Data Breach Response Coverage

DATE: June 7, 2024
TO: All Members with Core (Band 1) Cyber Coverage
RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering *Cyber Liability and Data Breach Response Coverage* (“*Cyber Coverage*”), cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That’s why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool’s Coverage structure, effective on October 1, 2024. *Members must elect to continue coverage or “opt-in” by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.*

MEMBERS THAT DON’T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.

Included in this packet are:

1. A two-page flyer explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.
2. A Limits Page for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A new, separate Interlocal Agreement (contract) to join the Pool’s new Cyber Fund.

Please review the above information.

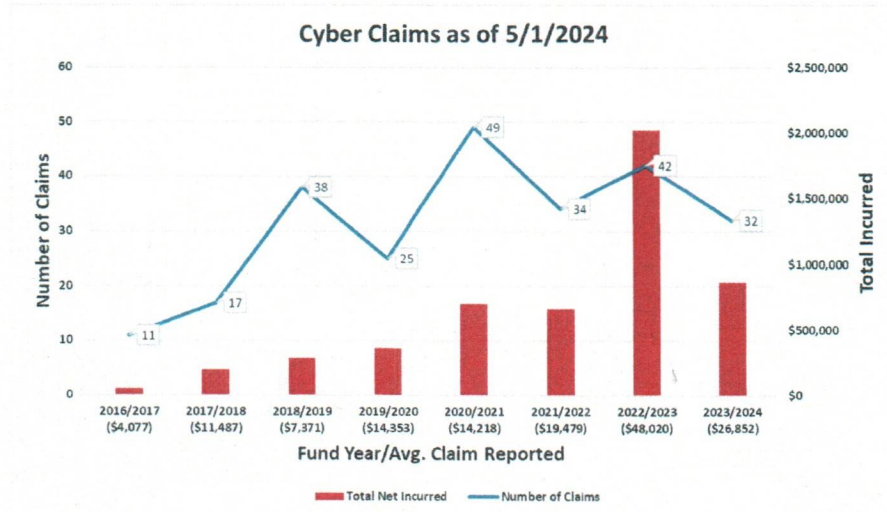
If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to underwriting@tmlirp.org or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, for those Members who opt-in and sign the **Cyber Liability Interlocal Agreement**. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool's **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at www.tmlirp.org.

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns (rburns@tmlirp.org) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the “Local Officials: *Stronger, Together* Podcast.”

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to www.tmlirp.org, click on the “STP Podcast” link at the top of the page, and scroll down to Episode 9c.)

LIMIT PAGE

Your entity currently has **Core** Cyber Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

A limit of \$25,000,000 is shared by all Members for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.

	Core	Core+
Tower 1 - Limit of Liability*	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
Tower 2 - Limit of Liability	\$100,000	\$250,000
<u>First Party Loss</u>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<u>Third Party Loss</u>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<u>eCrime</u>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0
Tower 3 - Limit of Liability	\$100,000	\$150,000
Breach Response Aggregate Limit of Liability Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0
New 2024-25 Annual Contribution	\$1,000	\$1,250
<i>Previous 2023-24 Contribution</i>	<i>\$175</i>	<i>\$247.24</i>

**The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name Town of Hickory Creek

Name of Contact Kristi Rogers Title Town Secretary

Mailing Address 1075 Ronald Reagan Avenue Email Address _____

Street Address (if different from above) _____

City Hickory Creek Zip 76210 Phone 940-279-7060

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

Mayor _____

Title _____ Date _____

Member's Federal Tax I.D. Number 7 5 - 1 6 6 8 2 7 6

This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title _____ Date _____

**Hickory Creek Economic Development Corporation
2024-2025 Budget**

	2022-2023 Budget	2023-2024 Budget	2024-2025 Budget
Ordinary Income/Expense			
Income			
3002 Sales Tax Collections	260,000.00	300,000.00	333,375.00
3004 Logic Interest	6,000.00	30,000.00	31,000.00
3006 Reserve Funds	0.00	0.00	1,696,975.00
3008 Mineral Royalties	0.00	0.00	0.00
3010 Responsive Education Lease	15,000.00	15,000.00	15,000.00
Total Income	281,000.00	345,000.00	2,076,350.00
Expense			
Debt Service			
5002 Infrastructure Improvement	0.00	0.00	0.00
5004 Land Acquisitions	0.00	0.00	0.00
5006 Ronald Reagan Avenue	0.00	0.00	0.00
Total Debt Service	0.00	0.00	0.00
Expense			
4002 Administrative	10,800.00	10,800.00	19,200.00
4004 Attorney	7,500.00	7,500.00	7,500.00
4006 Audit	2,000.00	2,000.00	2,250.00
4008 Bank Service Charges	100.00	100.00	100.00
4010 Dues & Subscriptions	500.00	500.00	500.00
4012 Engineering	0.00	0.00	0.00
4014 Marketing	28,100.00	34,500.00	34,500.00
4018 Park Improvements	0.00	278,300.00	2,000,000.00
4022 Professional Service	4,000.00	4,000.00	4,000.00
4024 Public Notices/Advertising	300.00	300.00	300.00
4028 Training	2,500.00	2,500.00	1,500.00
4030 Travel Expense	2,500.00	2,500.00	1,500.00
4032 Infrastructure Improvement	0.00	0.00	0.00
4034 Land Holding Cost	2,000.00	2,000.00	2,000.00
4036 Land Acquisitions	0.00	0.00	3,000.00
4038 Incentives	220,700.00	0.00	0.00

**Hickory Creek Economic Development Corporation
2024-2025 Budget**

	2022-2023 Budget	2023-2024 Budget	2024-2025 Budget
Total Expense	281,000.00	345,000.00	2,076,350.00
Total Expense	281,000.00	345,000.00	2,076,350.00
Net Ordinary Income	0.00	0.00	0.00
Net Income	0.00	0.00	0.00

FOR INFORMATION ONLY	
Prior Years Excess Marketing	
2003-2004	No Marketing
2004-2005	No Marketing
2005-2006	No Marketing
2006-2007	24,235.40
2007-2008	24,367.40
2008-2009	15,112.18
2009-2010	27,193.03
2010-2011	14,344.26
2011-2012	4,498.19
2012-2013	23,946.00
2013-2014	28,915.05
2014-2015	22,654.02
2015-2016	27,060.02
2016-2017	19,799.43
2017-2018	21,125.00
2018-2019	13,881.49
2019-2020	27,953.38
2020-2021	23,629.97
2021-2022	14,125.00
2022-2023	16,045.32
Total Excess Marketing	348,885.14



AGENDA INFORMATION SHEET

MEETING DATE: August 5, 2024

AGENDA ITEMS: Consider and act on a site plan for 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:**

Founder's Academy at 800 Point Vista Road applied to add a 160 foot carport along the rear of the existing building at the southwestern corner to provide protection for teachers and students during student transition times.

Lake Cities Fire Department reviewed the plans and stated it was fine with an 8ft awning along the fire lane, preferably with a 2ft gap between the awning and lane.

Date	Request	Meeting	Result
07/16/2024	Site Plan	Planning and Zoning	No action taken.
07/30/2024	Site Plan	Planning and Zoning	Approval recommended



July 24, 2024
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
3rd 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.

First submittal received:	June 14, 2024
Second submittal received:	July 2, 2024
Third submittal received:	July 24, 2024

The owner is Founders Classical Academy Corinth PTO. The engineer is Allison Engineering Group, Inc.

Halff has reviewed the proposed site plan additions and revised submittal and offers no further comments. Halff recommends approval of the Site Plan Addition.

Key Changes from Previously Approved Site and Landscape Plan

1. Construction of a proposed 10' wide shade awning at the south end of the building in the school pick-up/drop-off area.
2. No further changes to the site plan.
3. No changes to landscaping plan.

Comments on Site Plan Addition

1. The proposed improvements will need to be reviewed by the Town Building Department to ensure any available shade awning details, elevations and/or shop drawings meet Building Code.
2. The location and dimensions of the proposed improvements will need to be reviewed and approved by the Lake Cities Fire Department in regards to their proximity to the site's fire lane. Encroachment or overhang of improvements within the Fire Lane boundary will not be permitted.
3. Please refer to the attached Town Checklist for site plan addition comments to be addressed.
4. Please refer to the attached markups for all comments not specifically included in the Town Checklist.
5. Owner/Surveyor/Engineer/Contractor shall submit annotated comment response letter indicating addressment of comments.

2nd Review: Annotated response not received.

3rd Review: Addressed. Responses Received.

6. Please verify all called dimensions on the building site plan, especially in regards to the south of the building in proximity to the proposed shade awning (See Markup).
2nd Review: Some additional dimensions added, however, at least two dimensions checked are incorrect. Please confirm dimensions shown are correct. Refer to Markup.
3rd Review: Dimensions corrected, verified and/or clarified.
7. Please indicate the Fire Lane locations/route in the site plan (See Markup).
2nd Review: Addressed.
8. Please provide structural or architectural plans/details specific to the shade awning, including any cross sections, material, color, shop drawings, and elevations that are signed/sealed by a Texas licensed professional engineer or architect (See Markup and Checklist).
2nd Review: Applicant included hand-drawn details of awning for Building Department review; however, the details are not signed/sealed by a licensed professional engineer or architect.
3rd Review: Addressed. Shade Awning Details have been signed and sealed by a licensed professional engineer.
9. Please include standard title block information as indicated (See Checklist).
2nd Review: Title block missing Addition, abstract, county. See markup.
3rd Review: Addressed.
10. Please include name, address and telephone number of the owner, applicant and/or surveyor engineer on the site plan (See Checklist).
2nd Review: Information not provided.
3rd Review: Addressed, contact information provided in latest submittal package.
11. Please provide a basic plan legend (See Checklist).
2nd Review: Legend not provided.
3rd Review: Addressed. Legend Added.
12. Please include information for existing land use, zoning, subdivision/addition name, recording information. This is needed for Planning and Zoning Board and to confirm proposed improvements meet requirements of the site's land use and zoning. (See Checklist).
2nd Review: Not addressed.
3rd Review: Addressed. Information included in latest submittal package.

Sincerely,

HALFF
TBPELS Engineering Firm No. 312



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

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

Founder's Classical Academy Corinth

Grammar Campus Shade Awning Project Proposal ~ Summer 2024

800 Point Vista Road, Hickory Creek, TX 75065



Purpose: The Founder's Classical Academy of Corinth PTO proposes to construct a shade awning along the south wall of the grammar campus to provide much needed protection from the elements along the pedestrian walkway that runs alongside our carline. The construction of an awning would not only provide daily protection from scorching sun, pouring rain, sleet and everything else Texas weather throws our way for our students and staff. Additionally, it will provide a space for covered recreation, outdoor classrooms, and vendor space for our community events.



Project Details: The metal shade awning will consist of black posts and a white corrugated metal roof extending 160 linear feet along the south wall of the building, with a width of 8 feet and a height of 9 feet. It will be affixed with 9' black metal posts along the edge of the building as well as the outer edge of the structure. Posts will be placed every 16 feet and anchored to the cement using 8 x 8 metal plates. The structure will be affixed to the façade of the building to prevent water seepage. The awning will include an integrated gutter system.

As per the Fire Marshall, David Rodriguez, the structure will not encroach within 2 feet of the fire lane. Max width 8'
Excess excavation is not anticipated for this project due to the fastening method.



Index of Pages:

Page 1: Introduction

Page 2: Site Plan

Page 3: Building Plans Front View

Page 4: Building Plans Side View

Page 5: Building Plans Top View

Page 6: Contractor description of construction methods and specifications of building supplies and materials.

Approvals:

- Town Engineer, Kevin Gronwaldt:

- Director of Public Works, Jeffrey McSpedden:

Release for Construction: Upon approval from the Planning and Zoning Board, as well as the City of Hickory Creek City Council, construction on the project may begin on July 23rd, and is anticipated to take 5 days to complete. Construction and inspections must be completed before teachers return on August 1st.

SITE PLAN

Founders Classical Academy Corinth - Shade Responsive Education Solutions

Lot 1 Block A - CORNELIUS TOWN CENTER ADDN

Address: 800 Point Vista Rd

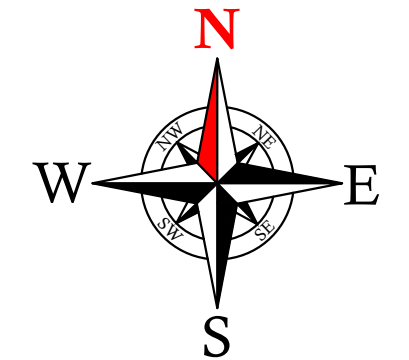
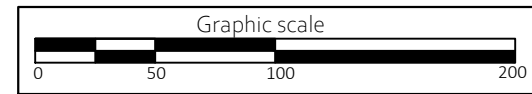
Hickory Creek, TX 75065

Parcel ID: 00-580-6047

Lot area: 5.13 Acres

Plot Size: 11"x17"




Drawing scale: 1" = 80'



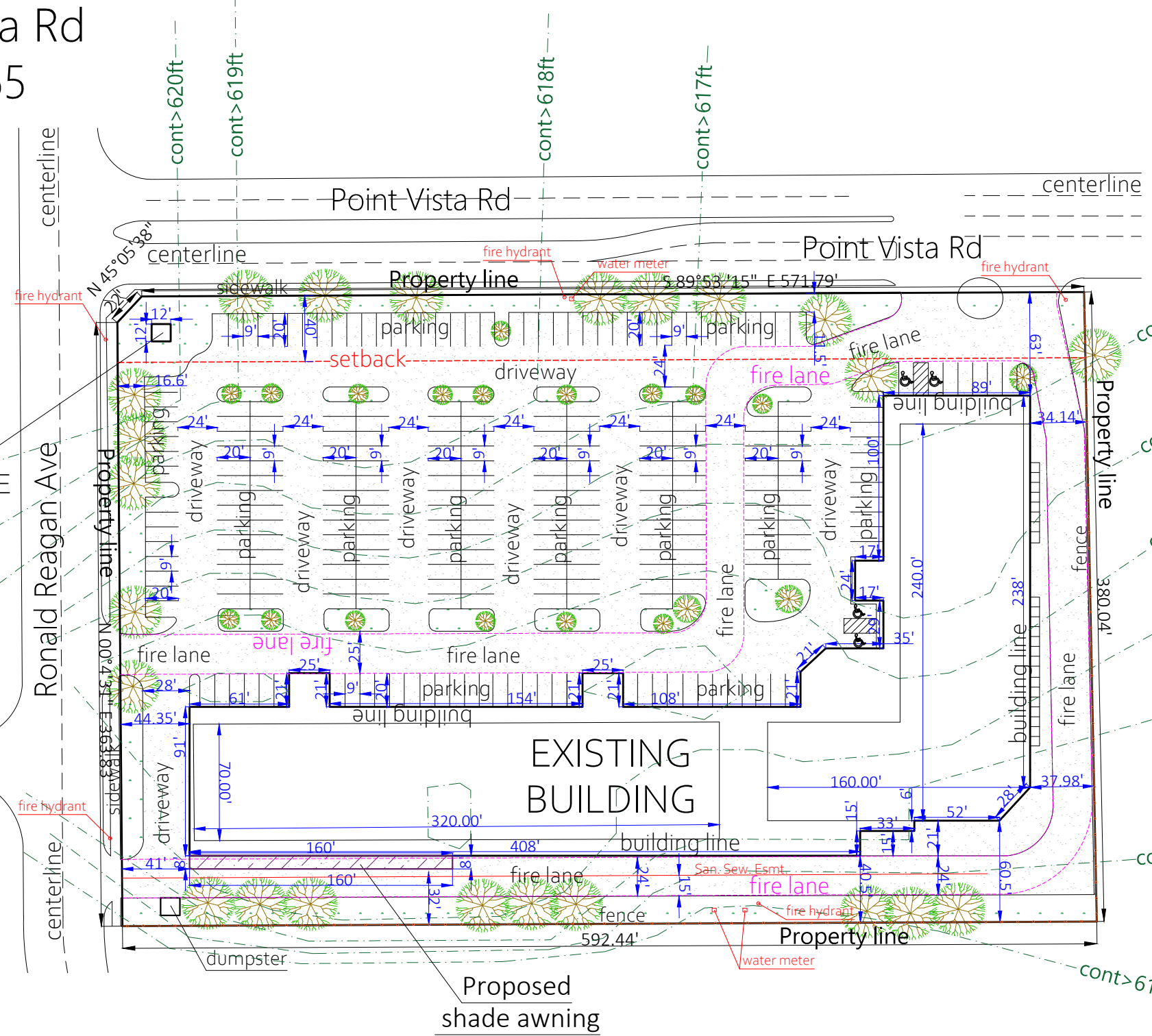
Denton County

EXISTING STRUCTURE

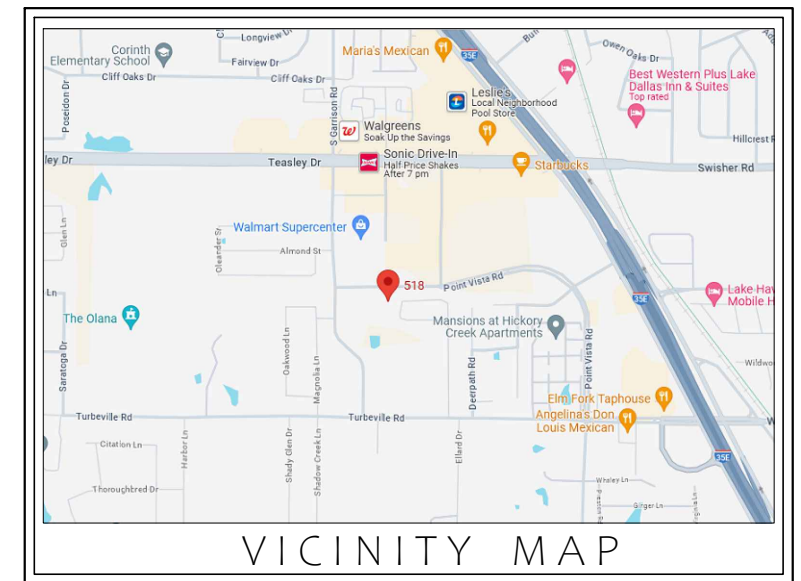
LEGEND

-  Tree
-  Building Line
-  Fire Lane

All other objects labeled on print.



* Awning - Metal; White Roof Black Posts, Height 9 feet, Width 8 feet, Length 160 feet *



Reference Original Plat

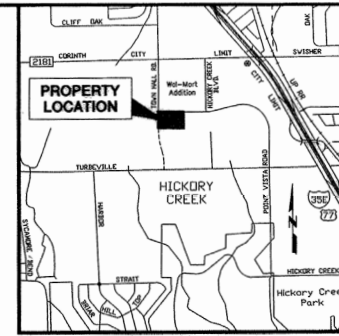
NUMBER

DRAWING NUMBER

SABCO PRODUCTS • NEW YORK, NEW JERSEY
REGISTERED BY PLAT NUMBER 6538

SABCO PRODUCTS • NEW YORK, NEW JERSEY
REGISTERED BY PLAT NUMBER 6538

DRAWING NUMBER
587



Vicinity Map 1"=2000'

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS : WHEREAS, JADE Hickory Creek Investments, L.L.C., COUNTY OF DENTON : are the owners of all that certain lot, tract or parcel of land situated in the J. W. Simmons Survey, Abstract Number 1163, Town of Hickory Creek, Denton County, Texas, being all of that certain celled 6.21 acre tract of land described in deed to Jade Hickory Creek Investments, L.L.C., recorded in Volume 4497, Page 983 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a capped rebar found at the most northeast corner of said 6.21 acre tract, being on the east line of that certain tract of land described in deed to Ronald Edwin Brown et al. recorded in Volume 4508, Page 708 of the Real Property Records of Denton County, Texas, and being at the intersection of the west right-of-way line of Town Hall Road (now known as Ronald Reagan Avenue) and the south right-of-way line of Point Vista Road (40' R.O.W. according to the Final Plat of Wal-Mart Addition, Cabinet U, Page 105, Denton County, Texas;

THENCE S 89°53'15" E, 650.78 feet, along the south right-of-way line of Point Vista Road and the north line of said 6.21 acre tract, to an "X" in concrete found at the northeast corner thereof, being the northwest corner of that certain tract of land described as Tract 2 in deed to Ronald Reginald Furtick et al, Sims S. Furtick, dba "Yost Land Company" recorded in Volume 3415, Page 539 of the Real Property Records of Denton County, Texas;

THENCE S 00°46'35" E, 420.05 feet, along the west line of said Furtick tract and the east line of said 6.21 acre tract, to a 1/2" rebar found at the southeast corner thereof, being the northeast corner of that certain tract of land described in deed to the Town of Hickory Creek recorded in Volume 4497, Page 978 of the Real Property Records of Denton County, Texas;

THENCE S 89°46'27" W, 645.84 feet, along the south line of said 6.21 acre tract and the north line of said Town of Hickory Creek tract, to a 1/2" rebar found at the northwest corner thereof, being the southwest corner of said 6.21 acre tract and being on the east line of the Final Plat of the Wal-Mart Addition, as recorded in Cabinet W, Page 278, of the Real Property Records of Denton County, Texas;

THENCE S 00°04'31" E, along the southerly west line of said 6.21 acre tract and along the east line of said Tablot Addition, and containing a total distance of 396.88 feet, to a 1/2" rebar found at the northeast corner thereof, being an ell corner of said 6.21 acre tract;

THENCE S 88°16'43" W, 11.74 feet, along the north line of said Tablot Addition as dedicated per said plat and the westerly south line of said 6.21 acre tract, to a 1/2" rebar found at the westerly-southwest corner thereof, being the southeast corner of said Ronald Edwin Brown et al. tract;

THENCE N 01°45'07" E, 22.13 feet, along the northerly west line of said 6.21 acre tract and the east line of said Ronald Edwin Brown tract, to the POINT OF BEGINNING and containing approximately 6.194 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, JADE Hickory Creek Investments, L.L.C., acting through our duly authorized representative, do hereby adopt this Final Plat designating the hereinabove described property as Cornelius Town Center Addition, an addition to the Town of Hickory Creek, Texas, and do hereby dedicate to public use forever all streets, alleys and public spaces shown hereon.

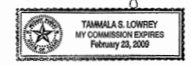
WITNESS OUR HAND THIS 6 day of September 2005

John Malloy
John Malloy, President
JADE Hickory Creek Investments, L.L.C.

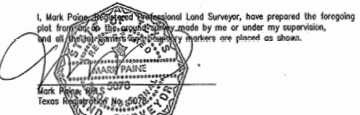
STATE OF TEXAS : BEFORE ME, THE UNDERSIGNED AUTHORITY, COUNTY OF DENTON : personally appeared John Malloy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6 day of September 2005

Notary Public
State of Texas
Sammela S. Lowe
My commission expires the 23 day of February 2009



Cornelius Town Center Addn
R216810 R1163A Simmons
TR 408(2) 6.21 ac / chg 4/1
G01, S08, C19
SM019AA



FINAL PLAT
Cornelius Town Center Addition
Lot 1, Block A
6.194 Acres
in the
J.W. SIMMONS SURVEY, ABSTRACT NO. 1163
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

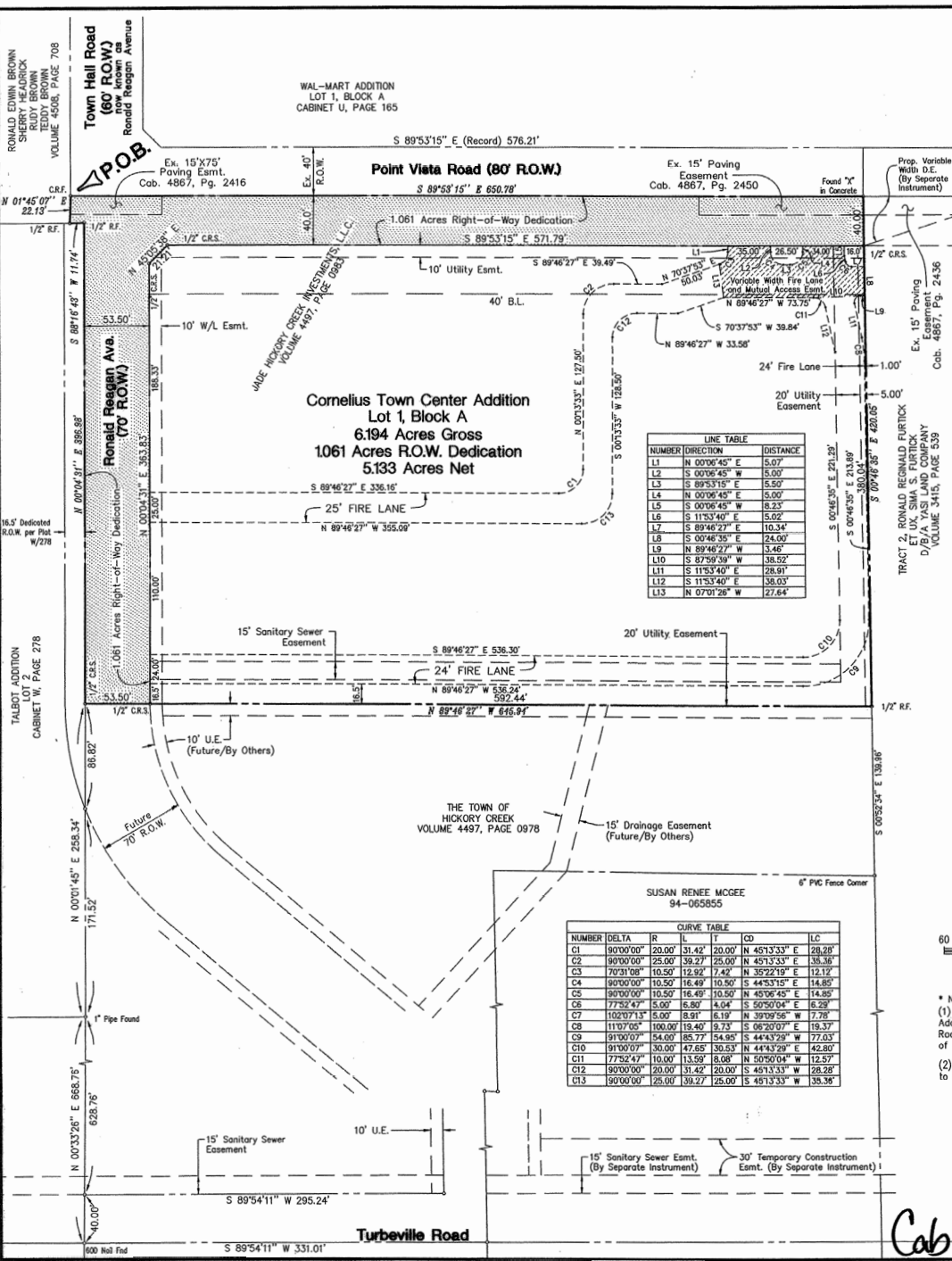
G & A Consultants, Inc.
SITE PLANNING • FLATTING
CIVIL ENGINEERING • LAND SURVEYING
LANDSCAPE ARCHITECTURE
P.O. Box 1386 • Lewisville, Texas 75067
Phone (972) 436-9712 • Fax (972) 436-9715

DRAWN BY: I.C. DATE: 10/15/04 SCALE: 1"=60' JOB NO. **04139**

LEGEND

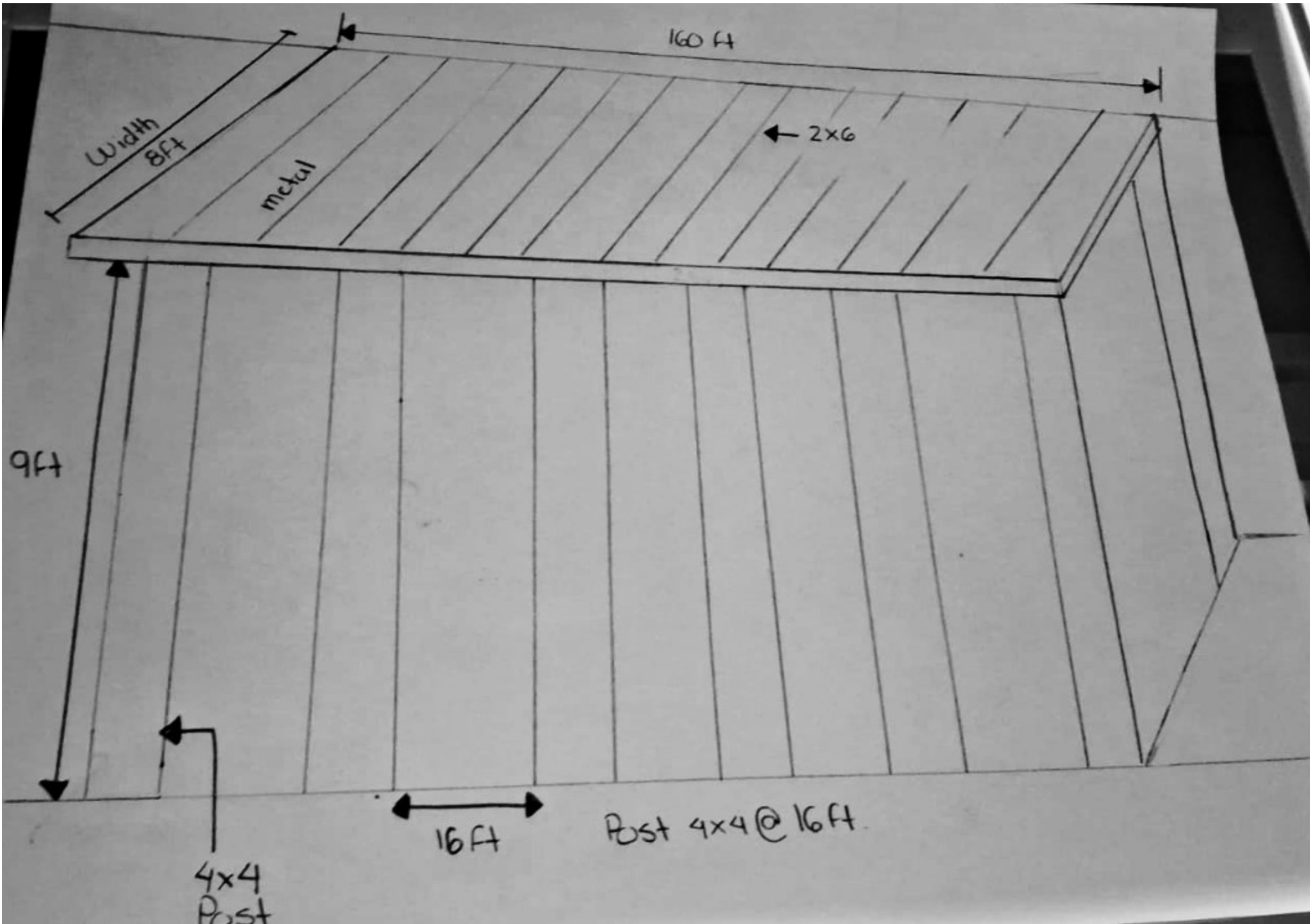
C.R.F.	Capped Rebar Found
C.R.S.	Capped Rebar (G&A) Set
Mon.	Monument
Fnd.	Found
U.E.	Utility Easement
D.E.	Drainage Easement
W/L	Water Line
BL	Building Line
R.O.W.	Right-of-Way
P.O.B.	Point of Beginning

Filed for Record in:
Denton County
On: Sep 29, 2005 at 10:47A
As a
Plat
Document Number: 121009
Amount: 43.00
Receipt Number - 230870
By:
Jade Harris



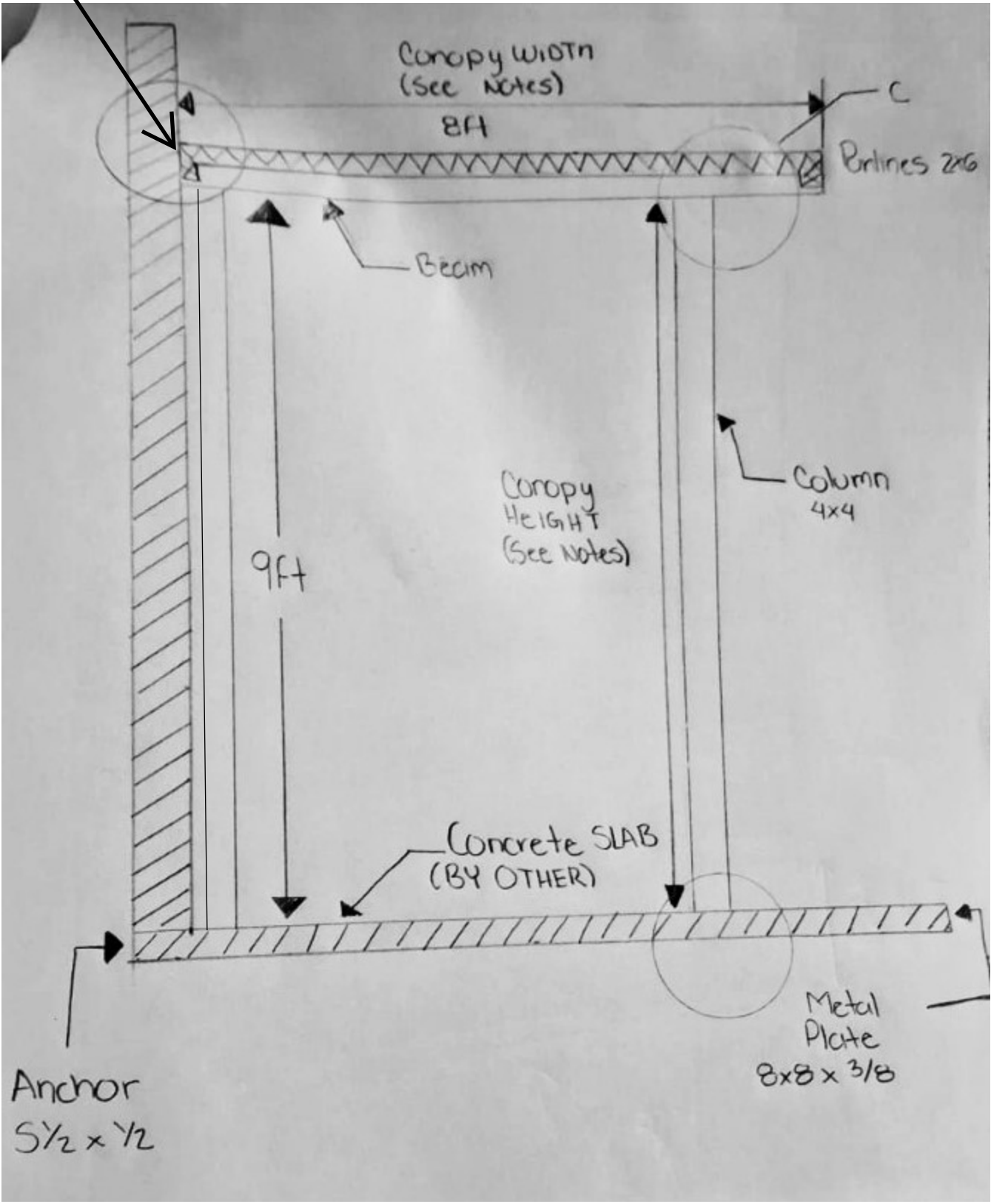
Cab W pg 587

Front View

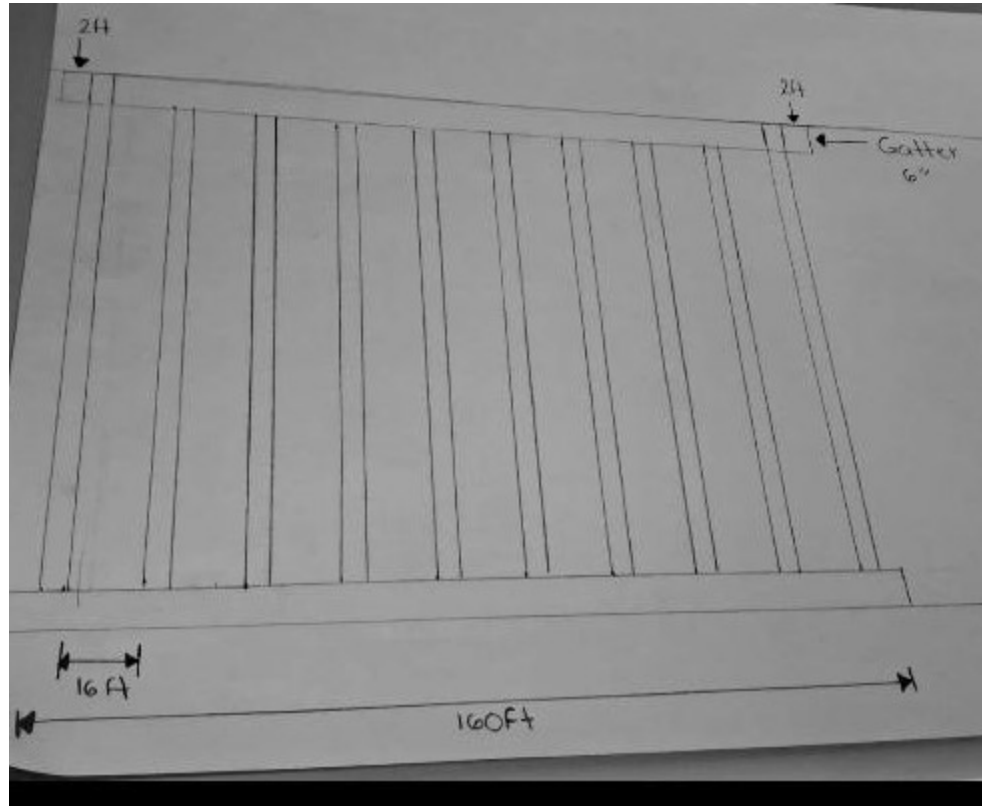


Side View

Flashing only, Structure is freestanding from building



Top View



Building plan- Hickory Creek

The structure would be installed on sections of 16ft from center of post. The post are 4x4 gauge 11. The post would be anchored onto floor concrete plates 8x8 x 3/8. The post would have anchors 5 1/2 x 1/2 . The top construction would be purlines 2x6 gauge 14 and receivers 2x6 gauge 14. Metal sheet R panel gauge 26. Gutter would run all along the length of the awning width 6". The downspouts would be placed every 40ft. The downspouts bottom would have no curve to avoid trip hazard and be compliant to the 2 ft from firelane. The roof color would be white and metal post color black. Screws and bolts/fastener would be used as well gaskets where applicable. Along the top connection between the roof and building there would be a light weight flashing placed to avoid water seepage into the ground. No weight would be added to the existing building. The shade awning would be self sustainable in weight and durability. The roof would have a 2 pitch slope to accommodate water run off into gutter system. From the building to the edge of the awning would be 8ft to respect two feet from fire lane.

CONSTRUCTION NOTES:

- METAL POST "SQUARE" 4 x 4 GAUGE 11
- RECEIVERS 2 x 6 GAUGE 14
- PURLINES 2 x 6 GAUGE 14
- METAL SHEETS 12 PANELS GAUGE 26
- GUTTER 6"
- OVERHANG BASED OFF CODE
- ROOF WILL NOT CROSS FIRELANE



DESIGN NOTES:

1. This design is based on wind, rain, and snow loads calculated using ASCE 7-22, which exceeds the requirements of ASCE 7-10.

2. All materials and construction methods shall conform to Mitchell Metals specification 107300 for a stand alone aluminum walkway structure with the following exceptions:

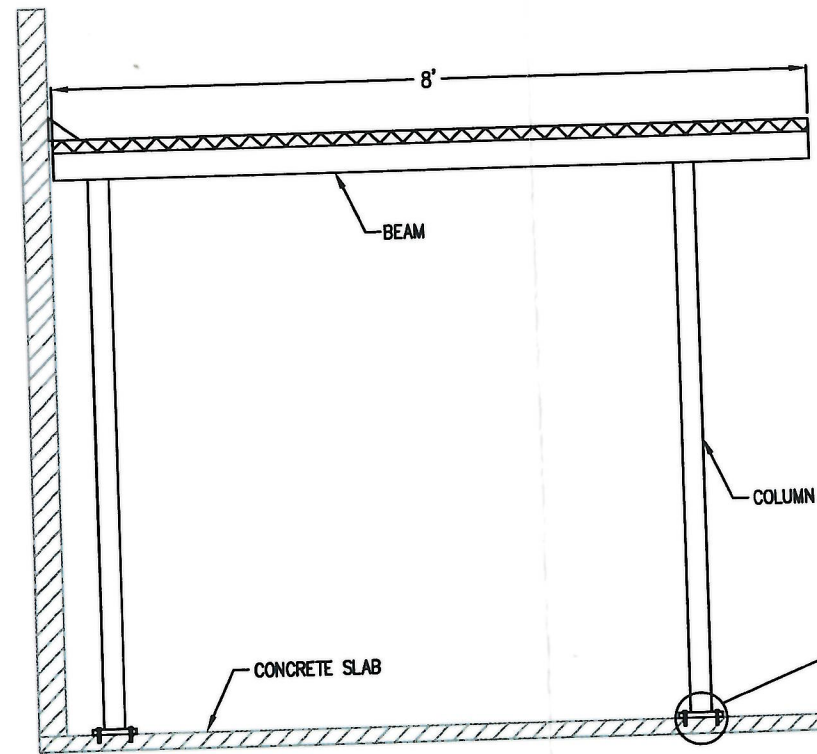
- a. The columns supporting the canopy will be welded directly to 10" square 1/2" thick steel plates with four (4) 5/8" diameter holes in each corner of the plate. Each hole shall be 1-1/2" offset from each adjacent side (see detail on this sheet).
- b. Steel plates shall be affixed to the existing concrete pavement using Hilti HIT-HY 200-R-V3 adhesive anchoring system using 1/2" HIT-Z-R anchor rods. Rods shall be embedded a minimum of 4-1/2" in the concrete slab. Contractor shall install this adhesive system per specifications supplied by Hilti.

3. The canopy shall not be affixed to the building, but utilize flashing between the building and the canopy roof to prevent water runoff seeping between both structures.

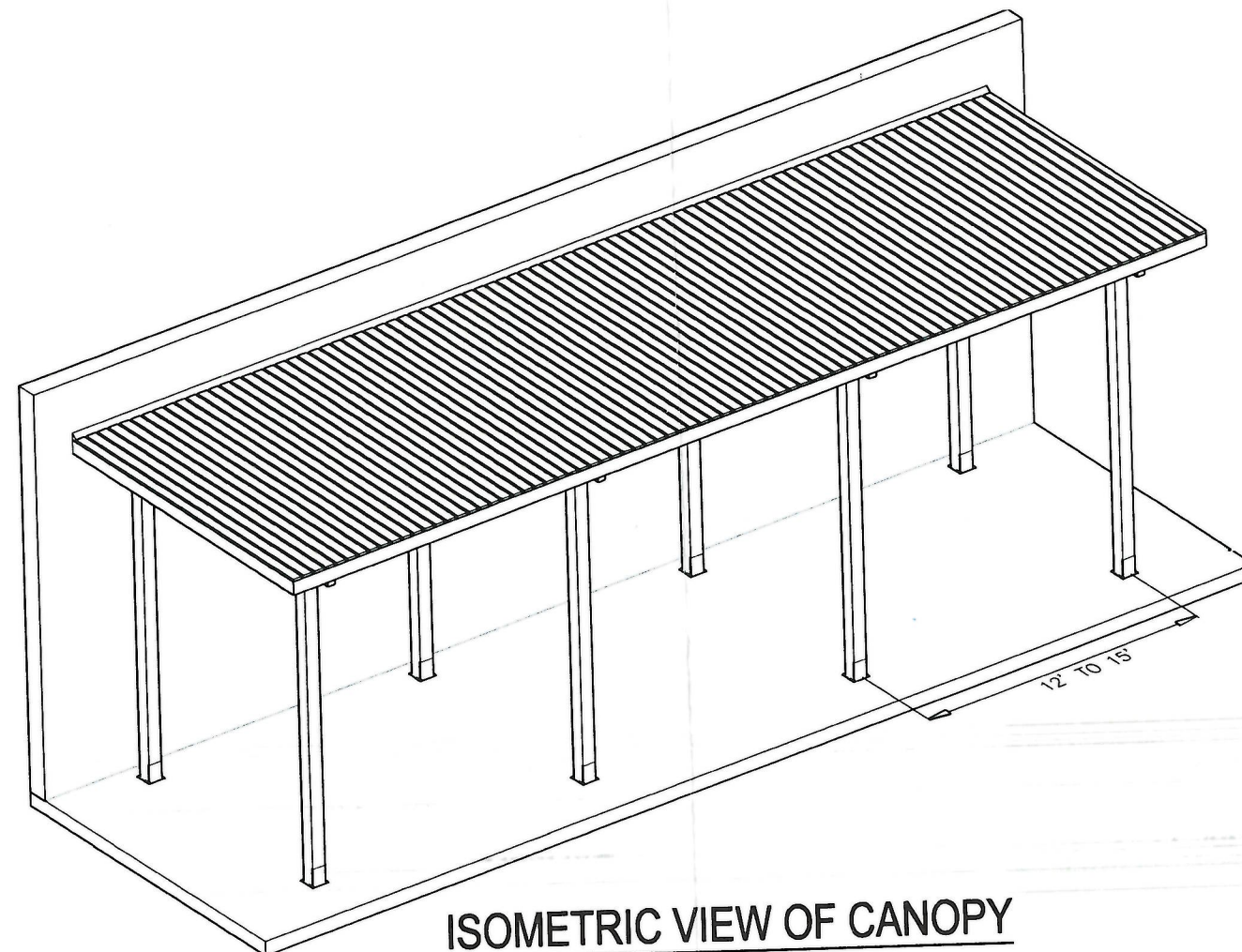
4. Canopy shall maintain a minimum slope away from the building of 1%, but shall not exceed 7.5%.

5. Contractor shall core and repair one concrete test hole to determine concrete pavement thickness. If thickness is less than 6" in depth, contractor shall contact engineer of record for alternative Hilti specification.

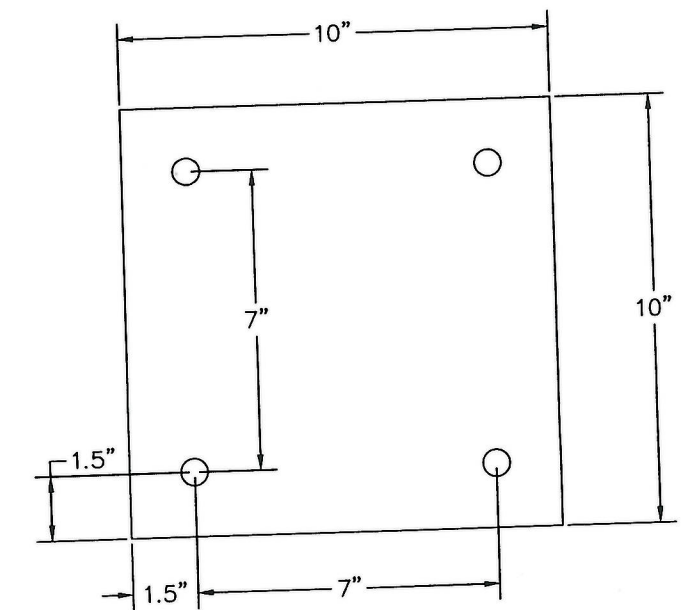
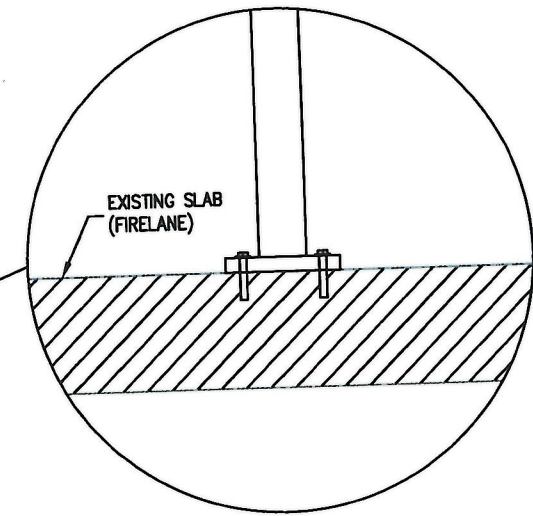
6. Columns nearest building shall not be closer than 6" to the outside of the column, but no further than 12" measured from the face of the building face.



SECTION VIEW OF CANOPY



ISOMETRIC VIEW OF CANOPY



STEEL PLATE DETAIL

Allison Engineering Group, Inc.

2415 N Elm Street
Denton, TX 76201
940.380.9453 (o)

131 Degan, Suite 101
Lewisville, TX 75057

info@ae-grp.com

Civil Engineers | Land Development Consultants



Original Equipment Specification to be Followed:

Aluminum Canopies • Walkway Covers • Metal Awnings

SPECIFICATIONS

Section 107300 – Aluminum Walkway Covers

Part 1: General

1.1 Related Documents

- A. The requirements of Division 1 specifications shall apply to work specified in the section.

1.2 Engineering Design Criteria

- A. International Building Code 2021
- B. ASCE 7-10, Minimum Design Loads for Buildings and Other Structures
- C. Aluminum Design Manual 2020
- D. AWS D1.2 – 2014, Structural Welding Code - Aluminum
- E. Local governing codes and standards for site location

1.3 General Description of Work

- A. Work in this section shall include design, fabrication, and installation of pre-engineered, pre-finished aluminum protective covers. All work shall be in accordance with the shop drawings and this specification section.

1.4 Submittals

- A. Shop Drawings – Submit complete shop drawings including:
 - 1) Overall canopy layout dimensions
 - 2) Cut section details including elevation, bent layout dimensions, canopy connection details, and wall connection details
 - 3) Flashing details pertaining to aluminum canopy
 - 4) Concrete footing and/or canopy anchorage details
- B. Product Data – Submit manufacturer's product information, specifications, and installation instructions for the aluminum canopy.
- C. Samples – Submit color selection samples of actual coated aluminum material or actual anodized aluminum material.
- D. Certification – Provide Professional Engineer certification that the proposed canopy design and layout meets or exceeds all applicable loadings (ex: wind load, rain live load, dead load, snow load) for the job location (city & state) in accordance with IBC 2021 and ASCE 7-10.

1.5 Quality Assurance

- A. Manufacturer Qualifications: Minimum five years experience in design, fabrication, and production of aluminum protective covers.
- B. Components shall be assembled in shop to greatest extent possible to minimize field assembly.
- C. Aluminum protective cover, including material and workmanship, shall be warranted from defects for a period of one year from date of completion of aluminum protective cover installation.

Part 2: Products and Materials

2.1 Acceptable Manufacturers

A. **Mitchell Metals, LLC**
1761 McCoba Drive
Smyrna, GA 30080
Phone: 770.431.7300
www.mitchellmetals.net

B. **Dittmer Architectural Aluminum**
1006 Shepard Road
Winter Springs, FL 32708
Phone: 407.699.1755
www.dittdeck.com

- C. Equivalent systems by other manufacturers will be approved for substitution by addendum if the following conditions are met:
 - 1) Other material meets criteria outlined within this document.

2.2 Design & Assembly

- A. Aluminum protective cover shall be mechanically fastened using internally welded brackets and concealed 300 series stainless steel fasteners. Welded connections can be used if shipping allows.

- B. Canopy shall use perimeter extruded gutter and extruded decking running perpendicular to length of sidewalk. Beams are to be notched to receive the extruded gutter to allow decking to sit flush to the top of the beam. Extruded Decking shall be a roll-locked design where the extruded cap and pan shall interlock to make a rigid structure. Crimped decking is not allowed.
- C. False fascia and extruded decking running parallel to length of sidewalk will be allowed if canopy spans exceed limitations of perpendicular decking and perimeter gutter. If used, pans are to be welded at ends to prevent water leakage. Standard T-flashing shall be used where decking is separated at a drain beam. The false fascia is to be secured using a rivet every 4'-0" on center connecting the fascia to the edge pans. Tie back straps are to be installed connecting the top of the fascia to the decking at 8'-0" on center.
- D. Canopies shall drain from the decking to the perimeter gutter, into the drain beam (if applicable) and discharge at the bottom of the column. For canopies where decking is run parallel to sidewalk, the canopies shall drain from the decking into the drain beam and discharge at the bottom of the column.
- E. Deflector plates are to be installed at the bottom of the column to discharge the water away from the column. The deflector plates are to be caulked inside the column and fastened to the column using a single rivet.
- F. Columns are to be locked into the column foundation using a single piece of ½" rebar, approximately 7" long, running through the bottom of the column below finished floor.

2.3 Materials

- A. Columns
 - 1) Columns are to be radius cornered aluminum tubular extrusions. Size of column used shall exceed loading requirements in section 1.2 – Engineering Design Criteria. Minimum column size shall be 4"x 4" at 0.125" thick.
 - 2) Provide clear acrylic protection or bituminous paint protection between the aluminum column and the concrete foundation.
 - 3) Tombstone shaped water outlet holes are to be cut at the bottom of all draining columns with deflector plates installed inside. Circular drain holes are not allowed.
- B. Beams
 - 1) Beams are to be open topped aluminum tubular extrusions.
 - 2) Size of beam used shall exceed loading requirements in section 1.2 – Engineering Design Criteria. Minimum beam size shall be 4"x 6" at 0.125" thick.
- C. Decking

- 1) Decking shall be a rigid roll-locked design that is self flashing and utilizes interlocking sections.
 - 2) Extruded decking shall exceed loading requirements in section 1.2 – Engineering Design Criteria. Minimum 3” x 6” cap and pan.
 - 3) Where decking is run parallel to walkway, the ends of the pans shall be welded closed where decking does not terminate into a drain beam.
- D. Gutter
- 1) Gutter shall be radius cornered aluminum extrusion that exceeds loading requirements in section 1.2 – Engineering Design Criteria. Minimum gutter size shall be 4”x 6” at 0.093” thick.
- E. False Fascia
- 1) False Fascia shall be aluminum extrusion that exceeds loading requirements in section 1.2 – Engineering Design Criteria. Minimum fascia size shall be 1”x 6” at 0.070” thick.
- F. Flashing
- 1) Flashing shall be made of aluminum sheet painted to match the color of the canopy. Minimum flashing thickness shall be 0.040” thick.

2.4 Fasteners

- A. All framing fasteners shall be 300 series stainless steel with neoprene washers. All rivets are 3/16” aluminum. All decking fasteners shall be long life coated steel with a 300 series stainless steel cap and neoprene washer.

2.5 Finishes

- A. Factory applied baked enamel
- 1) Enamel is to comply with AAMA 2603.
 - 2) Color is to be as selected by architect from manufacturer’s standard color chart.

Part 3: Installation and Execution

3.1 Erection

- A. Canopies are to be installed according to approved shop drawings and plans.
- B. The entire structure shall be installed straight, true, and plumb according to standard construction procedures.
- C. Canopies shall be installed with minimal slope to allow water flow from top of canopy to draining columns and eliminate ponding.
- D. Non-draining columns shall have weep holes installed at top of concrete to remove condensation from post. Minimum weep hole size shall be ¼” in diameter.

- E. All joints, corners, and connections shall be tight and clean.
- F. All exposed fasteners are to be painted to match the canopy color.

- G. Decking is to be aligned and secured to aluminum frame structure.

3.2 Column Foundations

- A. Styrofoam blockouts shall be provided by the canopy manufacturer and installed by the General Contractor.
- B. General Contractor shall pour the required concrete foundation size around the Styrofoam blockouts provided by the manufacturer.
- C. Canopy installer is to remove the Styrofoam after concrete foundation has cured, set column in cavity, and fill with minimum 2000 psi grout to level of finished concrete slab.
- D. Slab mounting of aluminum columns is allowed upon the architect's approval (if slab mounting resists applicable loading). ½" x 4 ½" Stainless Steel wedge anchors shall be used when slab mounting aluminum columns. Design of attachment surfaces for slab mounting is not covered in this specification and scope of work.
- E. Foundation/Footing design and installation is not covered in this specification and scope of work.

3.3 Cleaning

- A. All canopy surfaces exposed are to be cleaned after installation is complete.
- B. Surplus materials and debris shall be removed from the jobsite after installation is complete.

3.4 Protection

- A. General Contractor shall ensure protection of installed aluminum canopies from other construction so that canopies are without damage at time of substantial completion of project.



AGENDA INFORMATION SHEET

MEETING DATE: August 5, 2024

AGENDA ITEMS: Consider and act on a preliminary plat for the Lennon II Addition, Lots 1 - 9, Block A, being 10.22 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3100 block of FM 2181.

Consider and act on a site and landscape Plan for the Lennon II Addition, Lot 3, Block A, being 2.123 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3100 block of FM 2181.

Consider and act on a final plat for the Lennon II Addition, Lot 3, Block A, being 2.123 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3100 block of FM 2181.

**AGENDA ITEM
SUMMARY:**

The properties north of Steeplechase North and south of FM 2181 were annexed into the town in 2020. Per the zoning designation adopted in August 2020, 28.448 acres were zoned as the Lennon Creek Planned Development. The remaining 10.2 acres were designated Commercial-1 under the current zoning regulations with the following contingencies:

- (a) Southeast corner of Teasley Drive and Parkridge Drive zoned C-1 as a single lot with a maximum area of 60,000 square feet.
- (b) Balance of the Tract zoned C-1 proposed to subdivided into a maximum of 10 lots.

The final plat approved in March 2021 did not include the 10.2 commercial tract only the 28.448 residential acre tract.

Preliminary plat depicts Lots 1-9. Site plan, landscape plan and final plat is for Lot 3 only.

The Lake Cities Fire Marshall has reviewed the fire lanes and stated they may need to be reviewed again for compliance once a building has been proposed.

Date	Request	Meeting	Result
08/24/20	Annexation	Town Council	Approved
08/24/20	Zoning Designation	Town Council	Approved
03/16/21	Lennon Creek Final Plat	Planning and Zoning	Approval recommended
03/29/21	Lennon Creek Final Plat	Town Council	Approved
07/16/24	Lennon Creek II Preliminary Plat, Site Plan, Landscape Plan and Final Plat	Planning and Zoning	Extension granted per Local Government Code 212.009.
7/30/24	Lennon Creek II Preliminary Plat	Planning and Zoning	Approval recommended
07/30/24	Lennon Creek II Site & Landscape Plan	Planning and Zoning	Approval recommended
07/30/24	Lennon Creek II Final Plat	Planning and Zoning	Approval recommended



July 25, 2024
AVO 37638.200

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

**Re: Victory Hickory Creek (Lots 1-9, Block A – Lennon II Addition)
Preliminary Plat, Site Plan and Landscape Plan
4th Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Preliminary Plat, Site Plan and Landscape Plan application for Victory Hickory Creek, Lot 1-9, Block A Lennon II Addition on June 17, 2024. The surveyor is Eagle Surveying, LLC and the engineer is Claymoore Engineering. The owner is Victory Real Estate Group.

2nd Submittal Received: July 22, 2024

3rd Submittal Received: July 24, 2024

4th Submittal Received: July 25, 2024

Halff has reviewed the Preliminary Plat, Site Plan, and Landscape Plan and comments responses and has no further comments. Halff recommends approval of the Preliminary Plat, Site Plan, and Landscape Plan. Please note the Stormwater Management Plan and Drainage Study/Downstream Assessment has been given conditional approval, but is under review by separate letter, and acceptance of Preliminary Plat, Site Plan and Landscape Plan should be contingent upon final acceptance of the Stormwater Management Plan and Drainage Study/Downstream Assessment.

General

1. Please update any callouts, titles, labels, etc. from “City” to “Town.”
1st Review Response: Updated.
2nd Review: Not Completely Addressed on Site Plan.
2nd Review Response: Addressed.
3rd Review: Addressed.
2. Refer to Town checklist markup for additional comments.
1st Review Response: Noted.
3. Refer to attached markups for all additional comments.
1st Review Response: Noted.
4. Please address comments and markups on the attached markups and provide annotated responses and/or comment response letter.
1st Review Response: Included in resubmittal.
2nd Review: Addressed/Included.

Preliminary Plat

1. Please include, at minimum, the telephone number contact of the Owner.
1st Review Response: Added.
2nd Review: Not addressed. Contact info added for developer, engineer and surveyor, not for Owner. Please add for Owner.
2nd Review Response: Addressed.
3rd Review: Addressed.
2. Please provide minimum building setback lines for specified zoning designation per Town Ordinances.
1st Review Response: Added.
2nd Review: Addressed.
3. Please refer to Drainage Study Review comment regarding required Drainage Easement between Lots 1 and 2. If no recording information can be found, the Drainage Easement must be platted.
1st Review Response: Drainage Easement has been added to plat.
2nd Review: Addressed.

Site Plan

1. Please include minimum building setback lines for front, side and rear lot per Zoning Ordinance requirements.
1st Review Response: Added.
2nd Review: Addressed.
2. Please include the area of impervious surface in the Site Data Summary table.
1st Review Response: Added.
2nd Review: Addressed. But please confirm 87.7% coverage in relation to landscaping coverage as commented on landscape plans below.
3. Please include note indicating property is not within or adjacent to a FEMA floodplain.
1st Review Response: Added.
2nd Review: Addressed.
4. Please clarify or specify the designated loading and unloading area (i.e. delivery/freight trucks).
1st Review Response: Added.
2nd Review: Addressed. Note added specifying delivery/loading location on site.
5. Please specify material proposed for the screening wall at dumpster location (i.e. masonry).
1st Review Response: Added.
2nd Review: Not addressed. Please specify material of the wall.
2nd Review Response: Addressed.
3rd Review: Addressed.
6. Please provide the size, location, dimensions and details of all signs and exterior lighting of signs, including type of standards, locations and radius of light and intensity of foot-candles. All signage is subject to approval by the Building Inspections Department.
1st Review Response: Added.
2nd Review: Not addressed. Please confirm, either by locational label callouts or adding a note, if any signage or lighting is proposed with this site/construction.

2nd Review Response: Added Wayfinding signage. Tenant Signage TBD. Lighting TBD.

3rd Review: Addressed. Lighting Plans/Details will be provided with future Civil Plan Sets.

7. Provide an elevation of all four sides of the building including materials, colors, and dimensions at an architectural scale of 1"=20'.

1st Review Response: Included

2nd Review: Addressed. Town Building Inspector to Review/Comment.

8. Per Article XIII, Section 3(2), "all commercial areas adjacent to residential areas shall be separated from the residential area by the erection of a sight barrier fence which must be a minimum of eight feet in height, fully opaque, and constructed of 100 percent masonry materials." Please include such barrier along the southern site boundary to at least the extent of proposed construction (including fire lane/access drives). Refer to markup.

1st Review Response: Added. Only the wall behind Phase 1 (Lots 1-4) will be constructed for now. Each [remaining] lot will be responsible for their section.

2nd Review: Addressed. See height clarifier comment in markups.

9. The number of parking spaces adjacent to the south side of the proposed building is missing. Refer to markup.

1st Review Response: Added.

2nd Review: Addressed.

10. All work within TxDOT right-of-way (ROW) will require a permit from TxDOT. The proposed relocation of the westernmost driveway may require a TxDOT driveway permit and additional study. Please consult the Denton Area Office for permit requirements.

1st Review Response: Noted. Understood and working with TxDOT.

2nd Review: Addressed. TxDOT Permit set has been submitted by developer/engineer for TxDOT review/comment.

11. Town Engineer expresses concern to having dual, drive-thru restaurants on either side of the building, which may create a cyclical queuing effect in busy hours or for high-demand restaurants. Best practice is to locate drive-in/drive-thru lane facilities that do not impede vehicular traffic flow or pedestrian movement and safety. Current layout may force cars to queue in front of parking spaces (front lot), including possible blocking of handicap spaces, and along the fire lane (back lot) and potentially impede traffic flow and pedestrian movement/safety. Request developer/engineer address this concern, show data on queue lanes provided being sufficient or provide example of this site layout working in other locales based on the restaurant user/business popularity.

2nd Review Response: Noted. Developer requests as proposed.

3rd Review: Addressed. Per email received from developer on 7/23, 2nd drive-thru is being added based on tenant/user interest that do not have high volume drive-thru lanes. Developer's plan is to utilize lower volume users on the second (northern), shorter drive-thru lane.

12. Please update the site plan to show the latest property, lot and easement boundary calls as per the preliminary plat submitted on 7/24/2024.

3rd Review Response: Updated

4th Review: Addressed.

Tree Preservation and Landscape Plan

1. Please show and label all screening walls, fences, retaining walls, headlight screens and service area screens, including heights and types, as needed on the Landscape Plan. Refer to Site Plan comment regarding required masonry screen wall along southern boundary.

1st Review Response: Updated.

2nd Review: Addressed.

2. Please correct discrepancy in dumpster enclosure height between the site plan and landscape plan.

1st Review Response: Updated

2nd Review: Addressed.

3. Please correct the label indicating the required number of parking spaces to match the site plan. Refer to markup.

1st Review Response: Updated

2nd Review: Addressed.

4. Please check the "Landscape Area Provided" in the Landscape Calculations table. There does not appear to be 23,548 square feet of landscaping provided.

1st Review Response: Updated.

2nd Review: Original comment addressed but request clarification on the % coverage for impervious and landscape area. Square footage is not adding up. Since there is some impervious and landscape area on the adjacent lot, that may be causing the discrepancy between lot area and site area calculations. 15% minimum landscape coverage needs to be achieved in gross lot area.

2nd Review Response: Addressed.

3rd Review: Correct Landscape SF coverage is being shown within the lot area. However, only 12.3% coverage for the gross lot area. There is a 2,500 SF landscape coverage shortage that the developer is requesting/applying for a variance per landscape plans. Developer/Engineer shall provide reason, in writing, as to why a variance is being requested as per Article 10.02 Section 1 of the Town Subdivision Regulations.

3rd Review Response: Variance Request and Written Reasoning Provided.

4th Review: Addressed. Town Engineer has no further comment and takes no exceptions to granting landscape variance based on written request provided 7/25. Approval and Acceptance of Variance pending Planning and Zoning Review.

Sincerely,

HALFF

TBPELS Engineering Firm No. 312



Kevin Gronwaldt, PE

Consulting Engineer for the Town of Hickory Creek

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

Attachment: Town Checklist markup
Landscape Variance Request



**TOWN OF HICKORY CREEK
ENGINEERING DESIGN MANUAL**

CHECKLISTS

Please make sure the plans you are submitting are in accordance with this checklist. The following checklist will be used during the Plan Review.

Plat Application: Preliminary Plat Preliminary Replat
 Final Plat Final Replat

Engineering Plan: Preliminary Final

Site Construction Plan: Preliminary Final Post Construction

Storm Water Management: Conceptual Preliminary Final

Project Information

A. Name of Development: Lennon II Addition (Lots 1-9,Block A) B. Date: 6/17/2024

C. Location of Development: SEC of Teasley Drive (FM 2181) and Parkridge Drive

D. Type of Development: Commercial - Retail/Restaurant

E. Total area (acres): 10.22

F. Proposed Land Uses (zoning designations): C-1

G. Anticipated project schedule: N/A

H. Name of Owner: Victory Real Estate Group

I. Owner Telephone No.: 972-707-9555 J. FAX No.: _____

K. Owner Contact Name: Brad Devault

L. Owner Address: 2911 Turtle Creek Blvd., Dallas, TX 75219

M. Owner Email Address: _____

N. Engineer/Surveyor's Name: E: Drew Donosky, PE - S: Matthew Raabe

O. Engineer/Surveyor's Email Address: E: drew@claymooreeng.com

P. Engineer/Surveyor Firm: Claymoore Engineering - Eagle Surveying, LLC

PRELIMINARY PLAT CHECKLIST:

- 1. Ten (10) Sets of Final Plats submitted to the Town Yes ___ No ___ N/A
- 2. Preliminary plats shall be placed on maximum 24" x 36" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. Yes No ___ N/A ___
- 3. Title or name of the subdivision preceded by the words: "Preliminary Plat" Yes No ___ N/A ___
- 4. Name, address and telephone number of the owner, applicant, survey, and/or engineer. Yes No ___ N/A ___
- 5. Volume and page, or deed record number of the ownership deed from Denton County Deed Records. Yes No ___ N/A ___
- 6. Vicinity map and key map, if multiple sheets are needed. Yes No ___ N/A ___
- 7. Date of preparation, written and graphic scale, and north arrow. Yes No ___ N/A ___
- 8. Boundary line of the proposed subdivision drawn with a heavy line. Yes No ___ N/A ___
- 9. Computed gross acreage of the subdivision Yes No ___ N/A ___
- 10. Metes and bounds description of the proposed subdivision. Yes No ___ N/A ___
- 11. Location of the subdivision with respect to a corner of the survey or tract or an original corner of the survey of which it is a part. Yes No ___ N/A ___
- 12. Names of adjoining subdivisions with lots and blocks shown with dashed lines and/or property owners of record for all contiguous unplatted properties. Yes No ___ N/A ___
- 13. Town limits (if applicable). Yes No ___ N/A ___
- 14. Location, dimension, and description and recording information for all existing rights-of-way, railroad rights-of-way, easements or other public ways on or adjacent to the property being developed. Yes No ___ N/A ___
- 15. Show permanent structures or uses that will remain. Yes No ___ N/A ___
- 16. Sizes and flowlines of existing drainage structures, 100-year floodplain and floodway as defined by FEMA. Yes No ___ N/A ___
- 17. Location, size and type of all existing utilities within or adjacent lot the site. Yes No ___ N/A ___

- | | |
|--|---|
| 18. Number each proposed lot and block. Provide the proposed number of lots. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 19. Existing two (2) foot interval contours referenced to NAD. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 20. Proposed streets, alleys, drainage ways, parks, open spaces, easements, other public areas and other rights-of-way within the subdivision. Dimensions of all easements and rights-of-way. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 21. Dimensions for all lots. Gross acreage for all non-residential lots. Approximate acreage for areas in residential use. Approximate acreage of streets, parks, and other non-residential uses. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 22. Front building setback lines, side and rear building setback lines. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 23. Preliminary Storm Water Management Plan meeting the requirements of the Engineering Design Manual shall be submitted with the Preliminary Plat. (Checklist in App. C) | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Conditional Acceptance |
| 24. Preliminary Plat approval block as described by the Subdivision Regulation Ordinance. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 25. Where the Preliminary Plat is part of a larger area owned by the Applicant that will be subsequently subdivided, provide a layout of the larger area showing the tentative layout of streets, blocks, drainage, water, sewerage, and other improvements for the larger area. | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> |

FINAL PLAT CHECKLIST

- | | |
|---|---|
| 1. Ten (10) Sets of Final Plats submitted to the Town | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 2. Final plats shall be placed on maximum 24" x 36" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 3. Title or name of the subdivision preceded by the words "Final Plat" | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 4. Name address and telephone number of the owner, applicant, survey, and/or engineer. | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 5. Vicinity map and key map if multiple sheets are needed. | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 6. Date, written and graphic scale, and north arrow. | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 7. Boundary line of subdivision drawn with a heavy line and with bearings, dimensions and curve data. | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 8. Names of adjoining subdivisions with lots and blocks shown with dashed lines and/or property owners of record for all contiguous unplatted properties. | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |

21. Certificate showing all taxes have been paid. Yes No N/A
22. A letter fully outlining and alterations from the approved Preliminary Plat. Yes No N/A

ENGINEERING SITE PLAN – Each Engineering Site Plan shall include:

1. Engineering Site plans shall be placed on maximum 22" x 34" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. Yes No N/A
2. Title block in lower right hand corner including:
- a. Subdivision name with lot and block number. Yes No N/A
 - b. Area in acres. Yes No N/A
 - c. Metes and bounds description including survey name and abstract number. Yes No N/A
 - d. Town and County. Yes No N/A
 - e. Preparation Date. Yes No N/A
3. Name, address and telephone number of the owner, applicant, and surveyor/engineer. Yes No N/A
4. Vicinity map and key map, if multiple sheets are needed. Yes No N/A
5. Written scale, graphic scale and north arrow. Yes No N/A
6. Approximate distance to the nearest street. Yes No N/A
7. Site boundaries, dimensions, lot lines and lot areas. Yes No N/A
8. Legend. Yes No N/A
9. Site data summary table including:
- a. Zoning. Yes No N/A
 - b. Proposed use. Yes No N/A
 - c. Building area (gross square footage). Yes No N/A
 - d. Building height (feet and inches). Yes No N/A
 - e. Area of impervious surface. Yes No N/A
 - f. Total Parking: Required and provided. Yes No N/A
 - g. Number of handicap parking spaces. Yes No N/A
 - h. Number of dwelling units and number of bedrooms (multifamily). Yes No N/A

10. Existing improvements within 75' of the subject property. Yes No N/A
11. Land use, zoning, subdivision name, recording information and adjacent owners. Yes No N/A
12. Building locations, sizes, and dimensions. Yes No N/A
13. Distance between buildings on the same lot. Yes No N/A
14. Building lines and setbacks. Yes No N/A
15. Dimensions of all drive lanes and traffic flow arrows. Yes No N/A
16. FEMA floodplains with elevations, and minimum finished floor elevations (include the floodplain note shown on the final plat). Yes No N/A
17. Public streets, private drives, and fire lanes with pavement widths and including rights-of-way, median openings, turn lanes, existing driveways, adjacent existing driveways with dimensions, radii, and surface. Yes No N/A
18. Distances between existing and proposed driveways. Yes No N/A
19. Loading and unloading areas. Yes No N/A
20. Ramps, crosswalks, sidewalks and barrier-free ramps with dimensions. Yes No N/A
21. Locations of dumpsters and trash compactors with height and material of screening. Yes No N/A
22. Size, location, dimensions and details of all signs and exterior lighting of signs, including type of standards, locations and radius of light and intensity of foot-candles. All signage are subject to approval by the Building Inspections Department. Yes No N/A
23. Location and sizes of existing and proposed water and sewer mains. Yes No N/A
24. Location of fire hydrants. Yes No N/A
25. Location and sizes of storm drains, culverts, inlets and other drainage features on or adjacent to the site. Yes No N/A
26. Locations, widths, and types of existing and proposed easements. Yes No N/A
27. Provide an elevation of all four sides of the building including materials, colors and dimensions at an architectural scale of 1"=20'. Yes No N/A
28. Landscape plan provided on separate sheet to show the following:
- a. Natural features including tree masses and anticipated tree loss. Yes No N/A
 - b. Floodplains, drainageways and creeks. Yes No N/A
 - c. Screening walls and fences, retaining walls, headlight screens, and service area screens including height and type of construction. Yes No N/A

- d. Existing and preserved trees including location, size, and species. Yes ___ No ___ N/A
- e. Landscaping materials including location and size. Yes No ___ N/A ___
- f. Proposed plant materials. Yes No ___ N/A ___
- g. Note to indicate type and placement of irrigation system. Yes No ___ N/A ___
- 29. 2" x 3" blank box in lower right corner for Town use. Yes ___ No ___ N/A
- 30. Additional information as requested to clarify the proposed development. Yes No ___ N/A ___

COVER SHEET * - The cover sheet shall include:

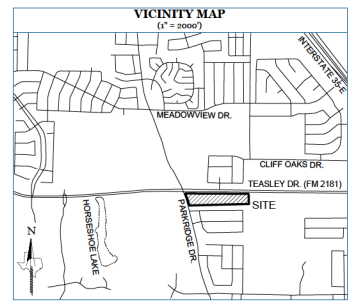
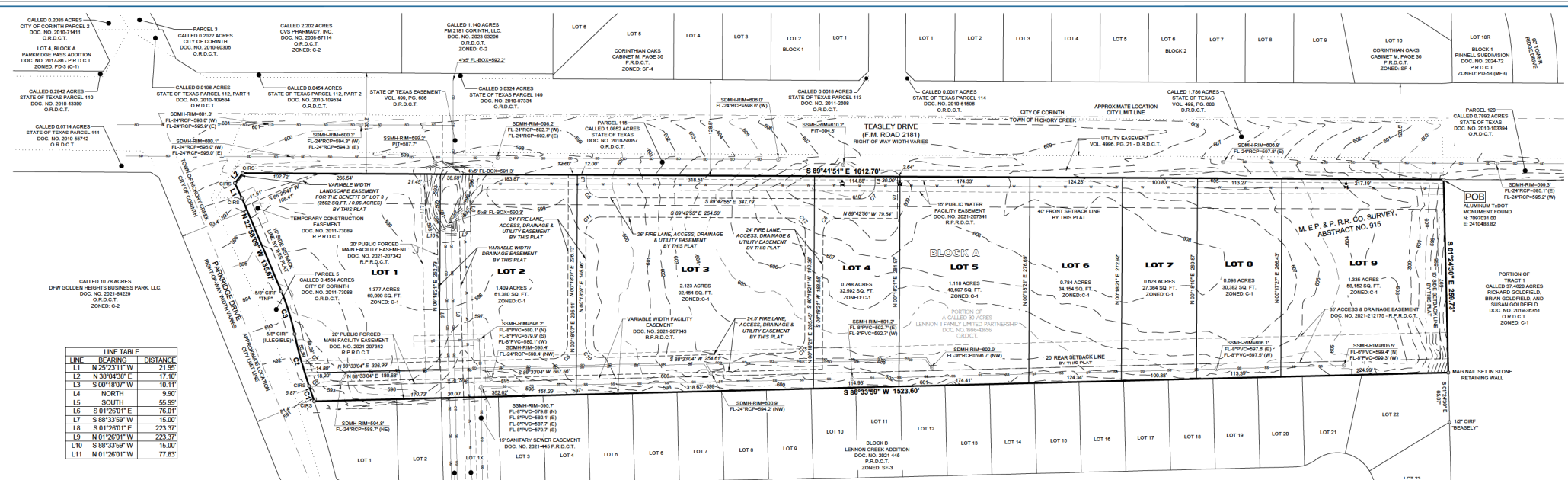
- 1. Project title and type of project. Yes ___ No ___ N/A ___
- 2. Location map. Yes ___ No ___ N/A ___
- 3. Disposal site for excess excavation. Yes ___ No ___ N/A ___
- 4. Index of Sheets (if not included on its own sheet). Yes ___ No ___ N/A ___
- 5. Approval blocks for Town including Town Engineer and Director of Public Works. Yes ___ No ___ N/A ___
- 6. Professional Engineer's seal, signature and date. Yes ___ No ___ N/A ___
- 7. "Release for Construction" note. Yes ___ No ___ N/A ___

* NOTE: If the Cover Sheet is not furnished, information should appear on other sheets.

GENERAL

- 1. North arrow clearly shown on each plan sheet. Yes ___ No ___ N/A ___
- 2. Bench marks shown on each sheet; located on permanent structure outside of construction limits and conveniently spaced (500' +). Yes ___ No ___ N/A ___
- 3. Title blocks, title, sheet number and scales shown. Yes ___ No ___ N/A ___
- 4. Each sheet must bear the seal of a Licensed Professional Engineer, signature, and date. Yes ___ No ___ N/A ___
- 5. Street names on each sheet. Yes ___ No ___ N/A ___
- 6. Property owners and property lines shown. Yes ___ No ___ N/A ___
- 7. Submit four (4) sets of plans for review on 22" x 34" sheets. Yes ___ No ___ N/A ___
- 8. Prepare plans on 22" x 34" sheets allowing for half size reduction to 11" x 17". Yes ___ No ___ N/A ___
- 9. Text shall be legible on the half size 11" x 17" plans. Yes ___ No ___ N/A ___
- 10. Place standard general notes on plans. Yes ___ No ___ N/A ___

Landscape Variance Justification: We respectfully request a variance to the landscape minimum requirements for the first phase of this project. In order to financially support the project in this first phase we must be able to develop a larger building with enough parking to support restaurant and retail. This first phase is an initial investment that will allow our team to purchase the entire property which will open the corridor for development of future projects. We are committed to ensuring the overall development will meet the minimum landscape requirements. Meaning this first lot may have a little less than the required however future lots will provide more than the required so as to balance out the overall development with the requirements.



GENERAL NOTES

- The purpose of this plat is to create nine lots of record from an unplatted tract of land and dedicate easements.
- This property is located in Non-shaded Zone "X" as scaled from the F.E.M.A. Flood Insurance Rate Map dated June 19, 2020 and is located in Community Number 490774 as shown on Map Number 4912103234.
- The bearings and grid coordinates shown on this plat are based on GPS observations utilizing the Alltera RTK Network, North American Datum of 1983 (Adjustment Resurround 2011).
- Selling a portion of the addition by metes and bounds is a violation of Town Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
- All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.

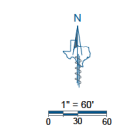
Eagle Surveying, LLC
 222 South Elm Street
 Suite: 200
 Denton, TX 76201
 940.222.3009
 www.eaglesurveying.com
 TX Firm # 10194177

SURVEYOR
 Eagle Surveying, LLC
 Contact: Brad DeBank
 222 S. Elm Street, Suite: 200
 Denton, TX 76201
 (940) 222-3009

ENGINEER
 Claymore Engineering
 Contact: Drew Dorosky
 1903 Central Dr. Ste. 406
 Bedford, Texas 76021
 (817) 281-6277

OWNER
 Lennon II Family, L.P.
 4300 MacArthur Ave. Suite: 200
 Dallas, TX 75209
 Phone: (214) 880-0380

DEVELOPER
 Victory Real Estate Group
 Contact: Brad DeBank
 2911 Turtle Creek Blvd. Suite: 700
 Dallas, TX 75219
 (972) 707-9555



OWNER'S CERTIFICATE

WHEREAS LENNON II FAMILY LIMITED PARTNERSHIP, is the owners of a a 10.22 acre tract of land out of the M.E.P. & P.R. Co. Survey, Abstract No. 915, situated in the Town of Hickory Creek, Denton County, Texas, being a portion of a called 30 acre tract of land conveyed to Lennon II Limited Partnership by deed of record in Document Number 1996-4265 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum T7001 monument found in the south right-of-way line of Teasley Drive (F.M. Road 2181 - right-of-way with varies), being the southwest corner of a called 1.052 acre tract of land conveyed as Parcel 115 to State of Texas by deed of record in Document Number 2010-5805 of said Official Records, also being the southeast corner of a called 0.7802 acre tract of land conveyed as Parcel 120 to State of Texas by deed of record in Document Number 2010-10304 of said Official Records;

THENCE, S01°24'30"E, following the south right-of-way line of Teasley Drive, along the east line of said 30 acre tract, a distance of 259.73 feet to a metal nail set in a stone retaining wall at the northeast corner of Block B of Lennon Creek Addition, a subdivision of record in Document Number 2021-045 of the Plat Records of Denton County, Texas;

THENCE, S88°33'59"W, along the north line of said Block B of Lennon Creek Addition, a distance of 1,523.60 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" in the east right-of-way line of Parkridge Drive (right-of-way with varies), being the common east line of a called 0.4564 acre tract of land conveyed as Parcel 5 to City of Corinth by deed of record in Document Number 2011-73088 of said Official Records, being the northwest corner of said Block B of Lennon Creek Addition;

THENCE, along the east right-of-way line of Parkridge Drive, in part being the common east line of said Parcel 5, and in part being the common east line of said Parcel 115, the following five (5) courses and distances:

- Along a non-tangent curve to the left, having a radius of 1,530.00 feet, a chord bearing of N18°32'57"W, a chord length of 21.34 feet, a delta angle of 07°07'57", an arc length of 21.34 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- Along a reverse curve to the right, having a radius of 580.50 feet, a chord bearing of N05°21'24"W, a chord length of 73.34 feet, a delta angle of 07°07'57", an arc length of 73.39 feet to a 5/8 inch iron rod with blue/yellow plastic cap found;
- Along a reverse curve to the left, having a radius of 309.50 feet, a chord bearing of N17°24'47"W, a chord length of 59.87 feet, a delta angle of 11°00'00", an arc length of 59.87 feet to a 5/8 inch iron rod with yellow plastic cap stamped "TM" found;
- N22°00'00"W, a distance of 135.67 feet to a 1/2 inch iron rod with blue/yellow plastic cap stamped "EAGLE SURVEYING" set;
- N25°23'11"W, a distance of 21.95 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the southwest end of a setback line at the intersection of the east right-of-way line of Parkridge Drive and the south right-of-way line of Teasley Drive;

THENCE, S03°04'30"E, along said setback line, a distance of 17.10 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northeast end of said setback line;

THENCE, S89°41'51"E, along the south right-of-way line of Teasley Drive and the common south line of said Parcel 115, a distance of 1,612.70 feet to the **POINT OF BEGINNING**, and containing an area of 10.22 acres (445,175 square feet) of land.

LEGEND

PG = PAGE	P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
VOL = VOLUME	REPL. PROPERTY RECORDS, DENTON COUNTY, TEXAS
CAB = CABINET	R.P.R.D.C.T. = REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
IRF = IRON ROD FOUND	O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
CIRS = CAPPED IRON ROD SET	IT/ALIC/ZE/TEXT = EASEMENT ANNOTATION / DEDICATION TEXT
CRF = CAPPED IRON ROD FOUND	PL = PLAT BOUNDARY
ADF = ALUMINUM DISK FOUND	ES = EASEMENT
ESM1 = EASEMENT	DOB = POINT OF BEGINNING
DOB = POINT OF BEGINNING	SQ FT = SQUARE FEET
SQ FT = SQUARE FEET	DOC. NO. = DOCUMENT NUMBER
DOC. NO. = DOCUMENT NUMBER	SS = STORM SEWER MANHOLE
SS = STORM SEWER MANHOLE	WS = EXISTING WATER LINE
WS = EXISTING WATER LINE	SW = EXISTING SEWER LINE
SW = EXISTING SEWER LINE	SD = EXISTING DRAINAGE LINE
SD = EXISTING DRAINAGE LINE	

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That LENNON II FAMILY LIMITED PARTNERSHIP, do hereby adopt this plat designating the hereinabove described property as LENNON II ADDITION, LOTS 1-9, BLOCK A, an addition to the Town of Hickory Creek, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and easements shown thereon. The streets are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the Town of Hickory Creek. In addition, utility easements may also be used for the multiple use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Hickory Creek's use thereof. The Town of Hickory Creek and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Hickory Creek and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of conducting, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of any time procuring permission from anyone.

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

WITNESS, my hand, this _____ day of _____, 2024.

OWNER: _____

By: _____ Date _____

STATE OF TEXAS §
 COUNTY OF §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2024.

Notary Public in and for the State of Texas

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1530.00'	21.34'	07°07'57"	N 18°32'57" W	21.34'
C2	580.50'	73.39'	7°07'15"	S 15°29'14" E	73.34'
C3	309.50'	59.87'	11°00'00"	N 17°24'47" W	59.87'
C4	25.00'	10.80'	24°45'00"	S 79°42'27" E	10.72'
C5	20.00'	30.80'	88°14'57"	N 44°25'36" E	27.85'
O6	20.00'	31.42'	90°19'102"	S 44°24'27" W	28.29'
O7	20.00'	31.52'	90°17'06"	N 45°06'32" E	28.35'
O8	20.00'	31.41'	89°58'44"	S 45°17'45" W	28.29'
O9	25.00'	23.86'	54°42'44"	S 61°12'43" W	22.96'
O10	20.00'	32.03'	91°45'03"	N 45°34'24" W	28.71'
O11	20.00'	31.41'	89°58'56"	N 45°17'45" E	28.29'
O12	20.00'	31.42'	90°19'16"	S 44°24'17" E	28.29'
O13	20.00'	30.80'	88°14'44"	S 44°25'43" W	27.85'

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
 COUNTY OF DENTON §

THAT I, MATTHEW RAABE, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Development Ordinance of the Town of Hickory Creek, Texas.

PRELIMINARY
 this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Matthew Raabe, R.P.L.S. # 6402 _____ Date _____

STATE OF TEXAS §
 COUNTY OF DENTON §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared MATTHEW RAABE, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2024.

Notary Public in and for the State of Texas

TOWN APPROVAL BLOCK

Recommended for Approval _____ Date _____

Chairman, Planning & Zoning Commission
 Town of Hickory Creek, Texas

Approved For Preparation of Final Plat _____ Date _____

Mayor
 Town of Hickory Creek, Texas

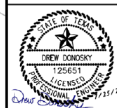
PRELIMINARY PLAT
LENNON II ADDITION
 LOTS 1-9, BLOCK A

BEING 10.22 ACRES OF LAND SITUATED IN THE M.E.P. & P.R. CO. SURVEY, ABSTRACT NO. 915 TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

JOB NUMBER
2404.089

DATE
08/01/2024

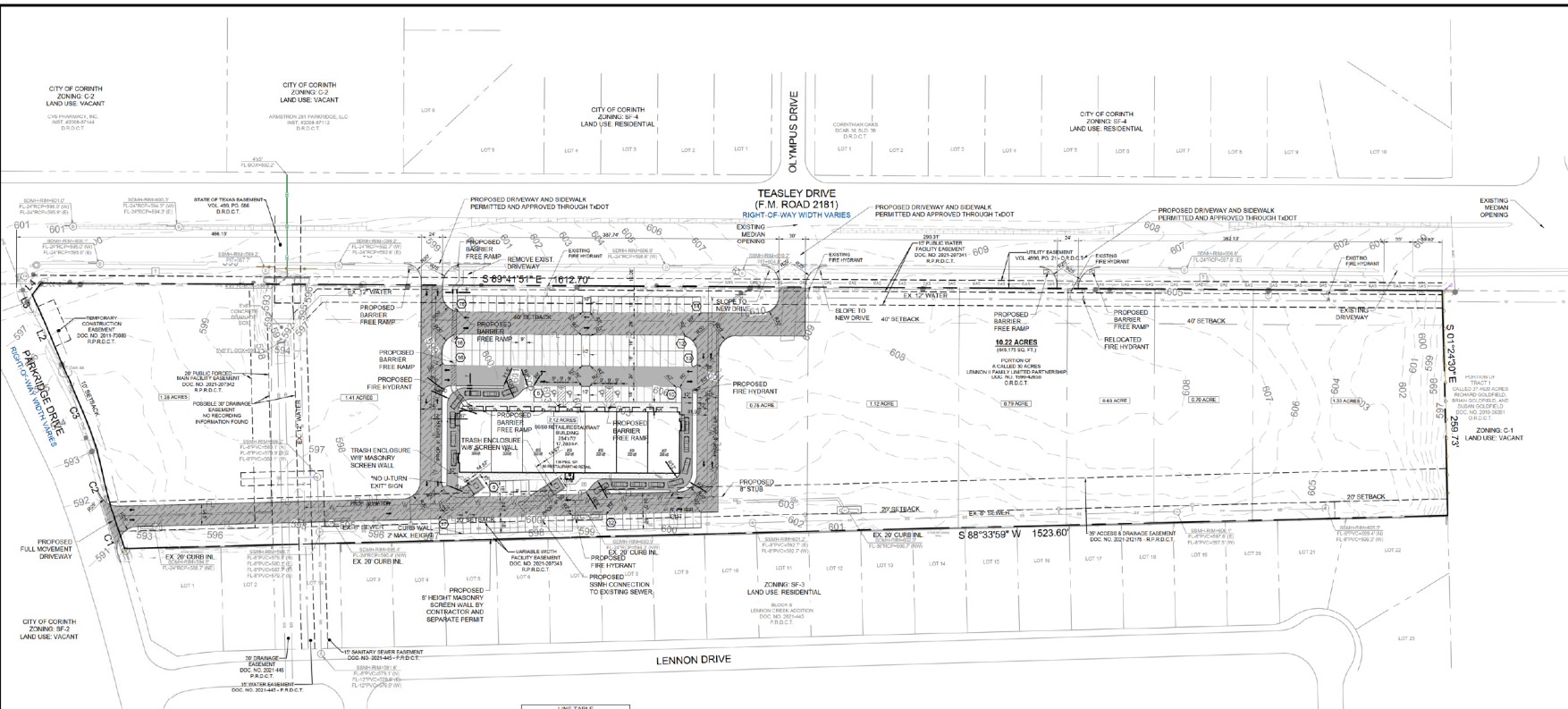
DRAWN BY
DJJ



**RETAIL DEVELOPMENT
 SEC TEASELY DRIVE (FM ROAD 2181)
 PARKKRIEGE DRIVE
 HICKORY CREEK, TEXAS**

DATE	DESCRIPTION

SITE PLAN



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 01°24'32" E	65.87
L2	N 20°32'59" W	138.67
L3	N 50°23'11" W	21.55
L4	N 89°04'38" E	17.10

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	21.38'	1330.00'	5°47'58"	N 15°12'53" W	21.38'
C2	73.39'	500.50'	7°07'15"	N 15°23'14" W	73.39'
C3	88.09'	339.82'	11°28'05"	N 17°22'40" W	88.09'

PARKING DATA TABLE

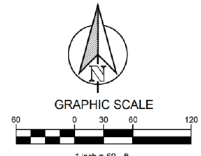
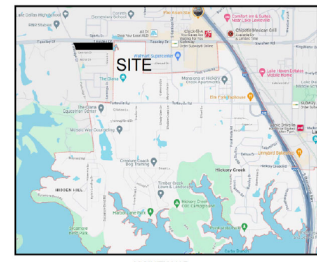
PARKING REQUIRED	
1 SPACE PER 100 SF RESTAURANT	136 SPACES
1 SPACE PER 500 SF RETAIL	
PARKING PROVIDED	136 SPACES TOTAL
STANDARD PARKING SPACE	132 SPACES TOTAL
ADA PARKING SPACE	4 SPACES TOTAL

SITE DATA TABLE

SITE AREA	2.12 AC (92,504 SF)
LEGAL DESCRIPTION	30 ACRES LENNON II FAMILY LIMITED PARTNERSHIP
EXISTING ZONING	C-1 COMMERCIAL
PROPOSED USE	RETAIL/RESTAURANT
PROPOSED BUILDING AREA	17,780 SF
PROPOSED BUILDING HEIGHT	29' - 10"
LOT COVERAGE	19.22%
FLOOR AREA RATIO	0.19:1
IMPERVIOUS COVERAGE	81,147 SF (87.7%)

LEGEND

	PROPERTY LINE
	CURB & GUTTER
	STANDARD DUTY CONCRETE PAVEMENT
	HEAVY CONCRETE PAVEMENT
	DUMPSTER DUTY CONCRETE PAVEMENT
	CONCRETE SIDEWALK PAVEMENT
	FIRE LANE PAVEMENT
	PROPOSED FULL DEPTH SAWCUT
	PROPOSED PARKING COUNTS



- NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
 - AN EXTRA SACK OF CEMENT PER CUBIC YARD IS REQUIRED FOR ALL HAND POURS.
 - ALL RIGID PAVEMENT WITHIN THE TOWN RIGHT-OF-WAY OR UNDER A FIRE LANE SHALL BE PER TOWN STANDARDS AND DETAILS.
 - ALL HVAC UNITS TO BE ROOF MOUNTED.
 - LOADING AND DELIVERIES WILL BE MADE FROM THE FRONT DRIVE AND NOT BLOCK A FIRE LANE.

- NO FLOODPLAIN ON PROPERTY. THIS DEVELOPMENT CONFORMS TO THE PREVIOUSLY APPROVED DOWNSTREAM ASSESSMENT AND PROPOSES NO SUBSTANTIAL CHANGES OR DEVIATES FROM THE ACCEPTED DOWNSTREAM ASSESSMENT. ALL DRAINAGE IMPROVEMENTS ARE IN LINE WITH THE ASBUILT PLANS BY VEI.

SITE PLAN

RETAIL DEVELOPMENT
 10.22 ACRES

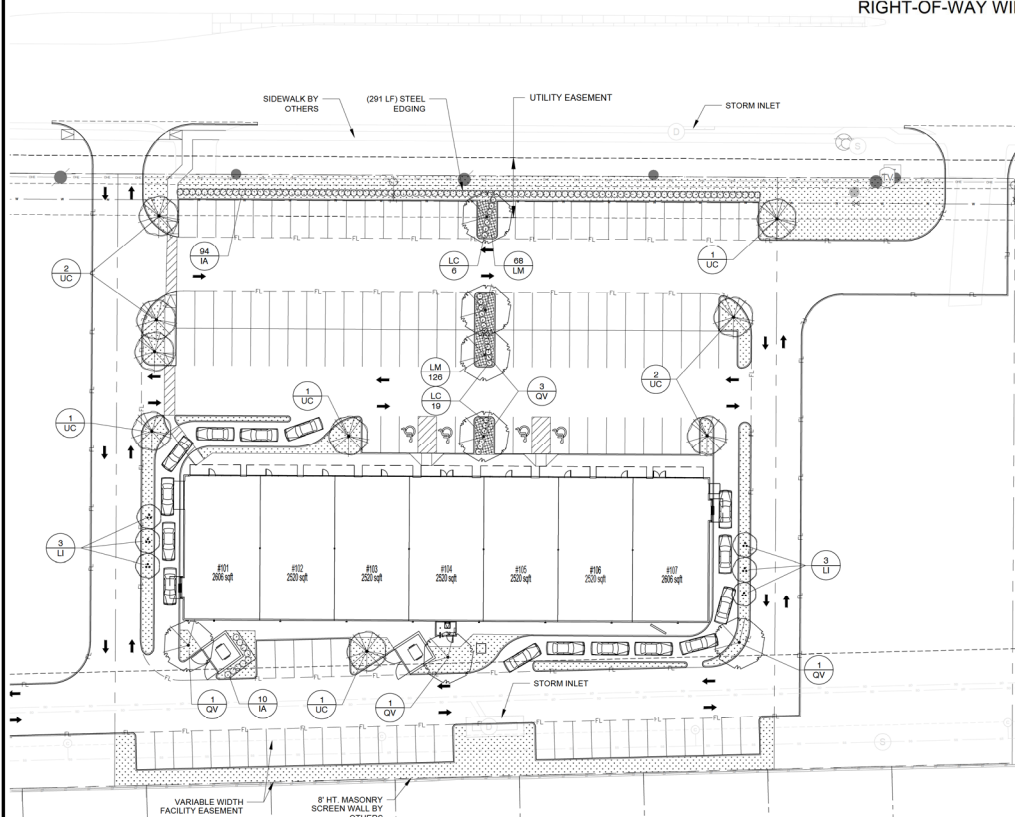
LEGAL DESCRIPTION:
 BEING A PORTION OF A CALLED 30 ACRE TRACT OF LAND CONVEYED TO LENNON II LIMITED PARTNERSHIP BY DEED RECORDED IN DOC. NO. 1699-0298 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS

TOWN:	STATE:
HICKORY CREEK	TEXAS
COUNTY:	SURVEY:
DENTON	M. E. P. & P. R.
ABSTRACT NO.:	
918	

DESIGN:	ASD
EXAMINER:	EC
CHECKED:	ASD
DATE:	7/25/2024
SHEET:	
SP-1	
TSS No.:	2024-00

PLOTTED BY: DREW DONOSKY
 PLOT DATE: 7/25/2024 8:32 AM
 LOCATION: Z:\PROJECTS\PROJECTS\2024-061 VICTORY REAL ESTATE GROUP VICTORY CREEK CAD\DWG\SHEET\SP-1 SITE PLAN.DWG
 USER: DREW DONOSKY
 PLOT DATE: 7/25/2024 8:32 AM

RIGHT-OF-WAY W/L



LANDSCAPE CALCULATIONS

ZONING: C-COMMERCIAL
 ADJACENT PARCELS ALSO TO EAST & WEST HAVE C-COMMERCIAL ZONING
 ADJACENT PARCELS TO SOUTH HAVE SF-3-RESIDENTIAL ZONING
 BUILDING FOOTPRINT: 17,780 SF
 TOTAL SITE AREA: 2.12 AC (92,348 SF)
 DA: 108,932 SF
 LANDSCAPE AREA REQUIRED: 13,853 SF (15% OF GROSS SITE AREA)
 LANDSCAPE AREA PROVIDED: 11,353 SF (12.3%)
 LANDSCAPE AREA SHORTAGE: 2,000 SF (VARIANCE IS BEING APPLIED FOR)
 SITE TREES REQUIRED: 22 TREES (10 TREES/ACRE)
 SITE TREES PROVIDED: 22 TREES (ALL TREES ARE INCLUDED TO FULFILL A REQUIREMENT)

RIGHT OF WAY SCREENING TEASLEY LANE
 FRONTAGE LENGTH: 381 LF (NOT INCLUDING WIDTH OF DRIVEWAY)
 HEDGE REQUIRED: MIN. 3' HIGH CONTINUOUS EVERGREEN SHRUBS
 HEDGE PROVIDED: 94 EVERGREEN SHRUBS, MIN 3' HT.

PARKING LOT LANDSCAPING
 QUANTITY OF PARKING SPACES: 136 PARKING SPACES
 INTERNAL ISLAND TREES REQUIRED: 1 TREE PER 15 PARKING SPOTS (10 CANOPY TREES)
 INTERNAL ISLAND TREES PROVIDED: 10 CANOPY TREES
 INTERNAL ISLAND SHRUBS REQUIRED: 1 SHRUB PER 5 PARKING SPOTS (29 SHRUBS)
 INTERNAL ISLAND SHRUBS PROVIDED: 35 SHRUBS

REFUSE CONTAINER SCREEN
 6' HEIGHT SCREEN REQUIRED: 8' HEIGHT SCREEN WALL PROVIDED

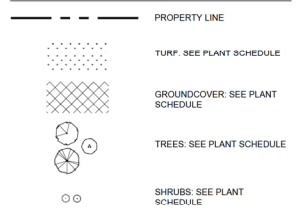
ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCLOSE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

LANDSCAPE LEGEND

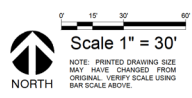


IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDING AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHENEVER POSSIBLE); RAIN SENSORS; AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

KEY		QTY		BOTANICAL NAME		COMMON NAME		SIZE	SPACING	CANOPY (EACH)	CANOPY (SUBTOTAL)	NATIVE	DROUGHT TOLERANT
TREES													
UC	QV	7	7	QUERCUS VIRGINIANA	LIVE OAK	3" CAL.	PER PLAN	1,256 SF		10,048 SF		YES	YES
UC	9	9	9	ULMUS CRASSIFOLIA	CEDAR ELM	3" CAL.	PER PLAN	1,256 SF		8,792 SF		YES	YES
LI	6	6	6	LAHGERSTROMIA INDICA 'NATCHEZ'	NATCHEZ CREPE MYRTLE	(3) 1" CANES	PER PLAN	1,256 SF		7,536 SF		NO	YES
SHRUBS													
LC	25	25	25	LOROPETALUM CHINENSIS 'SHANG-HI'	PURPLE DIAMOND FRINGE FLOWER	2 HT. MIN. 5 GAL.		36" O.C.				NO	YES
IA	104	104	104	ILEX BURFORDII NANA	DWARF BURFORD HOLLY	2 HT. MIN. 3 GAL.		36" O.C.				YES	YES
GRASSES & GROUNDCOVER													
LM	279	279	279	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF	1 GAL.		15" O.C.				NO	YES
		11,550	11,550	SOD: TIFWAY 419 BERMUDA GRASS	COMMON BERMUDA	N/A		SOLID, EDGE TO EDGE w/o GAPS					

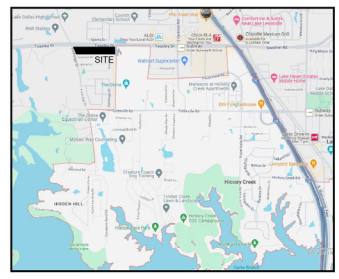
A LANDSCAPE PLAN



GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
 - a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
 - b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
 - c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
 - d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E. MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
 - a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES. PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
 - b. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
 - c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

SITE DATA TABLE	
SITE AREA	2.12 AC (92,504 SF)
LEGAL DESCRIPTION	30 ACRES LENNON I FAMILY LIMITED PARTNERSHIP
EXISTING ZONING	C-1 COMMERCIAL
PROPOSED USE	RETAIL/RESTAURANT
PROPOSED BUILDING AREA	17,780 SF
PROPOSED BUILDING HEIGHT	29' - 10"
LOT COVERAGE	19.22%
FLOOR AREA RATIO	0.19 : 1



EVERGREEN DESIGN GROUP
 800.680.6530
 15455 Dallas Pkwy, Ste 600
 Address: 1A 7005
 www.EvergreenDesignGroup.com



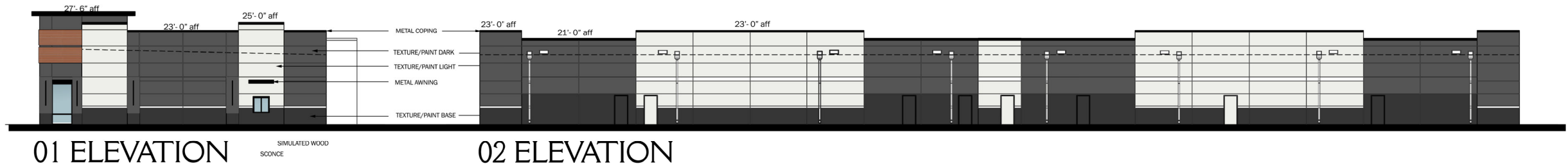
HICKORY CREEK CENTER
 3900 TEASLEY LANE
 HICKORY CREEK, TX. 75065

NO.	DATE	REVISION	BY

LANDSCAPE PLANTING PLAN

DESIGN:	RFH
DRAWN:	AMM
CHECKED:	ES
DATE:	7/23/2024

SHEET
LP-1



01 ELEVATION

02 ELEVATION



03 ELEVATION

04 ELEVATION



LIGHTING STUDY



July 24, 2024
AVO 37638.200

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

**Re: Victory Hickory Creek (Lot 3, Block A – Lennon II Addition)
Final Plat
2nd Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Final Plat application for Victory Hickory Creek, Lot 3, Block A Lennon II Addition on June 17, 2024. The surveyor is Eagle Surveying, LLC and the engineer is Claymoore Engineering. The owner is Victory Real Estate Group.

2nd Submittal Received: July 22, 2024
3rd Submittal Received: July 24, 2024

Halff has reviewed the Final Plat and offers no further comments. Halff recommends approval of the Final Plat. Please note the Preliminary Plat and Preliminary Site & Landscape Plan was reviewed and comments provided by separate letters on 7/10/2024 and 7/23/2024. Please also note the Stormwater Management Plan and Drainage Study/Downstream Assessment has been given conditional approval, but is under review by separate letter. Acceptance of Final Plat should be contingent upon acceptance of the Preliminary Plat, Site & Landscape Plan, and Stormwater Management Plan and Drainage Study/Downstream Assessment.

General

1. Refer to attached Town checklist markups for additional comments.
2. Refer to attached plat markup for all additional comments.

Final Plat

1. At minimum, please include the phone number of the Owner (Lennon II Family, LP) for contact information purposes.
2nd Review: Addressed.
2. Please submit tax certificates or tax statement(s) proving payment of taxes on property.
2nd Review: Addressed.



Sincerely,

HALFF

TBPELS Engineering Firm No. 312

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

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

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

Attachment: Town Checklist markup



**TOWN OF HICKORY CREEK
ENGINEERING DESIGN MANUAL**

CHECKLISTS

Please make sure the plans you are submitting are in accordance with this checklist. The following checklist will be used during the Plan Review.

Plat Application: Preliminary Plat Preliminary Replat
 Final Plat Final Replat

Engineering Plan: Preliminary Final

Site Construction Plan: Preliminary Final Post Construction

Storm Water Management: Conceptual Preliminary Final

Project Information

A. Name of Development: Lennon II Addition (Lot 3, Block A) B. Date: 6/17/2024

C. Location of Development: SEC of Teasley Drive (FM 2181) and Parkridge Drive

D. Type of Development: Commercial - Retail/Restaurant

E. Total area (acres): 2.123

F. Proposed Land Uses (zoning designations): C-1

G. Anticipated project schedule: N/A

H. Name of Owner: Victory Real Estate Group

I. Owner Telephone No.: 972-707-9555 J. FAX No.: _____

K. Owner Contact Name: Brad Devault

L. Owner Address: 2911 Turtle Creek Blvd., Dallas, TX 75219

M. Owner Email Address: _____

N. Engineer/Surveyor's Name: E: Drew Donosky, PE - S: Matthew Raabe

O. Engineer/Surveyor's Email Address: E: drew@claymooreeng.com

P. Engineer/Surveyor Firm: Claymoore Engineering - Eagle Surveying, LLC

18. Number each proposed lot and block. Provide the proposed number of lots. Yes ___ No ___ N/A ___
19. Existing two (2) foot interval contours referenced to NAD. Yes ___ No ___ N/A ___
20. Proposed streets, alleys, drainage ways, parks, open spaces, easements, other public areas and other rights-of-way within the subdivision. Dimensions of all easements and rights-of-way. Yes ___ No ___ N/A ___
21. Dimensions for all lots. Gross acreage for all non-residential lots. Approximate acreage for areas in residential use. Approximate acreage of streets, parks, and other non-residential uses. Yes ___ No ___ N/A ___
22. Front building setback lines, side and rear building setback lines. Yes ___ No ___ N/A ___
23. Preliminary Storm Water Management Plan meeting the requirements of the Engineering Design Manual shall be submitted with the Preliminary Plat. (Checklist in App. C) Yes ___ No ___ N/A ___
24. Preliminary Plat approval block as described by the Subdivision Regulation Ordinance. Yes ___ No ___ N/A ___
25. Where the Preliminary Plat is part of a larger area owned by the Applicant that will be subsequently subdivided, provide a layout of the larger area showing the tentative layout of streets, blocks, drainage, water, sewerage, and other improvements for the larger area. Yes ___ No ___ N/A ___

FINAL PLAT CHECKLIST

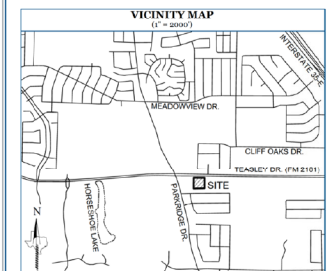
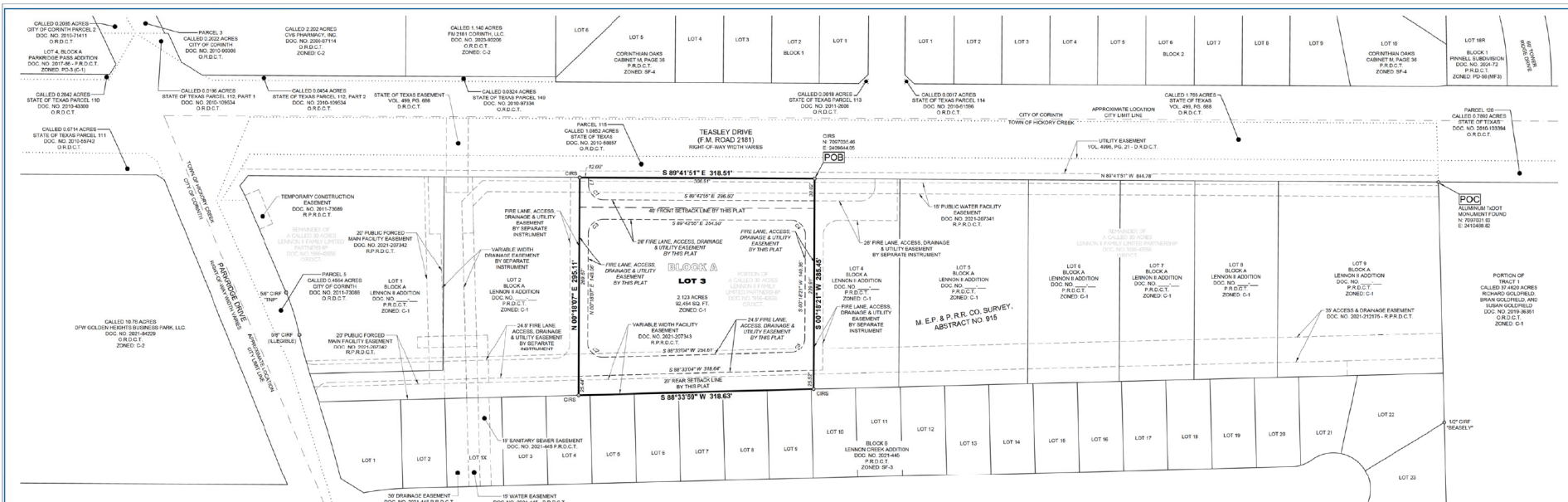
1. Ten (10) Sets of Final Plats submitted to the Town Yes ___ No ___ N/A X
2. Final plats shall be placed on maximum 24" x 36" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. Yes X No ___ N/A ___
3. Title or name of the subdivision preceded by the words "Final Plat" Yes X No ___ N/A ___
4. Name address and telephone number of the owner, applicant, survey, and/or engineer. Yes X No ___ N/A ___
5. Vicinity map and key map if multiple sheets are needed. Yes X No ___ N/A ___
6. Date, written and graphic scale, and north arrow. Yes X No ___ N/A ___
7. Boundary line of subdivision drawn with a heavy line and with bearings, dimensions and curve data. Yes X No ___ N/A ___
8. Names of adjoining subdivisions with lots and blocks shown with dashed lines and/or property owners of record for all contiguous unplatted properties. Yes X No ___ N/A ___

9. Town limits, if applicable. Yes No N/A
10. Proposed streets, alleys, drainageways, parks, open spaces, easements, other public areas and other rights-of-way within the subdivision including dimensions, bearings and curve data. Yes No N/A
11. Location, dimension, description and recording information for all existing rights-of-way, railroad rights-of-way, easements or other public ways on or adjacent to the property being platted. Yes No N/A
12. Location and description of all permanent monuments and control points Yes No N/A
13. Final Storm Water Management Plan meeting the requirements of the Engineering Design Manual shall be submitted with the Preliminary Plat. (Checklist in App. C) Yes No N/A under review, comments provided by separate letter.
14. Floodways / Floodplains (FEMA):
- a. Show the ultimate 100-year water surface elevation. Yes No N/A
 - b. Show floodplain and floodway boundaries. Yes No N/A
 - c. Drainage Floodway easement limits Yes No N/A
 - d. Minimum fill and floor elevations specified. Yes No N/A
15. Minimum building setback lines. Yes No N/A
16. Lot and block numbers. Yes No N/A
17. Approval block in the form prescribed by the Subdivision Regulations Ordinance. Yes No N/A
18. Abutting property owner names and recording information. Yes No N/A
19. Gross acreage of the land being subdivided Yes No N/A
26. Added the note for buildings within 1,000 feet from existing oil or gas well as described by the Subdivision Regulation Ordinance. Yes No N/A
20. Owner's certificate of deed or dedication with the following:
- a. Metes and bounds description. Yes No N/A
 - b. Representation that dedicators own the property. Yes No N/A
 - c. Dedication statement. Yes No N/A
 - d. Reference and identification or name of final plat. Yes No N/A
 - e. Surveyor certification in the form prescribed by the Subdivision Regulation Ordinance. Yes No N/A

21. Certificate showing all taxes have been paid. **To be provided upon filing** Yes ____ No N/A ____
22. A letter fully outlining and alterations from the approved Preliminary Plat. Yes No ____ N/A ____

ENGINEERING SITE PLAN – Each Engineering Site Plan shall include:

1. Engineering Site plans shall be placed on maximum 22" x 34" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. Yes ____ No ____ N/A ____
2. Title block in lower right hand corner including:
- a. Subdivision name with lot and block number. Yes ____ No ____ N/A ____
 - b. Area in acres. Yes ____ No ____ N/A ____
 - c. Metes and bounds description including survey name and abstract number. Yes ____ No ____ N/A ____
 - d. Town and County. Yes ____ No ____ N/A ____
 - e. Preparation Date. Yes ____ No ____ N/A ____
3. Name, address and telephone number of the owner, applicant, and surveyor/engineer. Yes ____ No ____ N/A ____
4. Vicinity map and key map, if multiple sheets are needed. Yes ____ No ____ N/A ____
5. Written scale, graphic scale and north arrow. Yes ____ No ____ N/A ____
6. Approximate distance to the nearest street. Yes ____ No ____ N/A ____
7. Site boundaries, dimensions, lot lines and lot areas. Yes ____ No ____ N/A ____
8. Legend. Yes ____ No ____ N/A ____
9. Site data summary table including:
- a. Zoning. Yes ____ No ____ N/A ____
 - b. Proposed use. Yes ____ No ____ N/A ____
 - c. Building area (gross square footage). Yes ____ No ____ N/A ____
 - d. Building height (feet and inches). Yes ____ No ____ N/A ____
 - e. Area of impervious surface. Yes ____ No ____ N/A ____
 - f. Total Parking: Required and provided. Yes ____ No ____ N/A ____
 - g. Number of handicap parking spaces. Yes ____ No ____ N/A ____
 - h. Number of dwelling units and number of bedrooms (multifamily). Yes ____ No ____ N/A ____



SURVEYOR
Eagle Surveying, LLC
Conrad, Brad Edwards
222 S. Elm Street, Suite 200
Denton, TX 76201
(840) 222-3038

ENGINEER
Clairmont Engineering
Conrad, Drew Donsky
1903 Central Dr., Ste. 408
Bedford, Texas 76021
(817) 281-0572

OWNER
Lennon II Family, L.P.
4300 MacArthur Ave., Suite 200
Dallas, TX 75209
Phone: (214) 588-0380

DEVELOPER
Victory Real Estate Group
Conrad, Brad Devault
2911 Turtle Creek Blvd., Suite 700
Dallas, TX 75219
(972) 707-9655

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, LENNON II FAMILY LIMITED PARTNERSHIP is the owners of a 2.123 acre tract of land out of the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, situated in the Town of Hickory Creek, Denton County, Texas, being a portion of a called 30 acre tract of land conveyed to Lennon II Limited Partnership by deed of record in Document Number 1904-0006 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at an annexed TxDOT monument found in the south right-of-way line of Teasley Drive (F.M. Road 2181), right-of-way with various bearings, being the southeast corner of a called 1.082 acre tract of land conveyed as Parcel 119 to State of Texas by deed of record in Document Number 2010-5893 of said Official Records, also being the southeast corner of a called 0.71902 acre tract of land conveyed as Parcel 120 to State of Texas by deed of record in Document Number 2010-103384 of said Official Records.

THENCE, N29°41'51" W, along the south right-of-way line of Teasley Drive and the common south line of said Parcel 115, a distance of 644.73 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set in same, being the **POINT OF BEGINNING** of this heretofore described subject tract.

THENCE, S00°18'21" W, leaving the south right-of-way line of Teasley Drive, becoming east and across said 30 acre tract, a distance of 286.16 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set in the north line of Block B of Lennon Creek Addition, a subdivision of record in Document Number 2021-445 of the Plat Records of Denton County, Texas;

THENCE, S89°33'59" W, along the north line of said Block B of Lennon Creek Addition, a distance of 316.63 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in same;

THENCE, N00°18'07" E, leaving the north line of said Block B, becoming over and across said 30 acre tract, a distance of 295.11 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set in the south right-of-way line of Teasley Drive and the common south line of said Parcel 115;

THENCE, S89°41'51" W, along the south right-of-way line of Teasley Drive and the common south line of said Parcel 115, a distance of 310.51 feet to the **POINT OF BEGINNING**, and containing an area of 2.123 acres (92,454 square feet) of land.

OWNER'S DEDICATION

NOW HEREBY KNOW ALL MEN BY THESE PRESENTS:

That LENNON II FAMILY LIMITED PARTNERSHIP, do hereby adopt this plat designating the hereinabove described property as LENNON II ADDITION, LOT 3, BLOCK A, an addition to the Town of Hickory Creek, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and easements shown thereon. The streets are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements. If approved by the Town of Hickory Creek, in addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use of particular utilities, said use by public utilities being subordinate to the public's and Town of Hickory Creek's use thereof. The Town of Hickory Creek and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Hickory Creek and public utility entities shall at all times have the full right of ingress and egress for or from their respective easements for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, upgrading, and adding to or removing all or parts of their respective systems without the necessity of any future procuring permission from anyone.

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

WITNESS, my hand, this _____ day of _____, 2024.

OWNER: _____
By: _____ Date _____

STATE OF TEXAS §
COUNTY OF §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2024.

Notary Public in and for the State of Texas _____

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

THAT I, MATTHEW RAABE, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Ordinance of the Town of Hickory Creek, Texas.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Matthew Raabe, R.P.L.S. # 6402 _____ Date _____

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared MATTHEW RAABE, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2024.

Notary Public in and for the State of Texas _____

GENERAL NOTES

- The purpose of this final plat is to create one lot of record from an unplatted tract of land and to dedicate easements.
- This property is located in Non-shaded Zone "X" as scaled from the F.M.A. Flood Insurance Rate Map dated June 15, 2020 and is located in Community Number 480774 as shown on Map Number 48121C293H.
- The bearings and grid coordinates shown on this plat are based on GPS observations utilizing the JPL/Trimble RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
- Selling a portion of this addition by metes and bounds is a violation of Town Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
- All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.007	31.407	90°01'00"	S 44°42'24" E	28.227
C2	20.007	31.407	89°59'59"	N 45°17'36" W	28.227
C3	20.007	31.411	89°59'58"	N 45°17'36" E	28.23
C4	20.007	31.407	90°01'00"	S 44°42'17" E	28.227
C5	20.007	30.89	88°14'44"	S 45°29'43" W	27.82

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°18'21" W	16.111

TOWN APPROVAL BLOCK

The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the LENNON II ADDITION, LOT 3, BLOCK A to the Town of Hickory Creek was submitted to the town council on _____ of _____, 2024, and the council, by formal action, then and there accepted the dedication of streets, alleys, paths, easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and said council further authorized the Mayor to note the acceptance thereof by signing his name as a heretofore subscribed.

Witness my hand this _____ day of _____, A.D., 2024.

Town Secretary, Town of Hickory Creek, Texas _____

TOWN APPROVAL BLOCK

Recommended for Approval _____

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

Approved For Preparation of Final Plat _____

Mayor _____ Date _____
Town of Hickory Creek, Texas

JOB NUMBER
2424.089

DATE
07/24/2024

DRAWN BY
DJJ

Eagle Surveying, LLC
222 South Elm Street
Suite 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177

LEGEND

PG = PAGE
VOL = VOLUME
CAB = CABINET
IR = IRON ROD FOUND
CRIS = CAPRIED IRON ROD SET
CIRF = CAPRIED IRON ROD FOUND
ADF = ALUMINUM DISK FOUND
EMBT = EASEMENT
POB = POINT OF BEGINNING
SQ. FT. = SQUARE FEET
DOC NO = DOCUMENT NUMBER

PR.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T. = REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
ITALICIZED = EASEMENT ANNOTATION / DEDICATION TEXT
--- = PLAT BOUNDARY
--- = EASEMENTS
--- = PLAT LOT LINE
--- = ADJOINING PROPERTY LINE

FINAL PLAT
LENNON II ADDITION
LOT 3, BLOCK A

BEING 2.123 ACRES OF LAND SITUATED IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 915 TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0805-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH SPAN INC. FOR TRANSPORTATION SERVICES AND REIMBURSEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement concerning transportation services and reimbursement for the same from Span Inc., attached hereto as Exhibit A which is hereby incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 5th day of August, 2024.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS §
COUNTY OF DENTON §

INTERLOCAL AGREEMENT FOR SERVICES

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

RECITALS:

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

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

Article I Term

1.01. This Agreement shall commence on October 1, 2024 ("Effective Date") and continue until September 30, 2025.

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

Article II Service

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

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

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

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

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

Article III

Schedule of Work

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

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

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

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

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

Article IV

Compensation and Method of Payment

4.01 The TOWN agrees to pay a reasonable fee for service between October 1, 2024 and September 30, 2025 of \$21.96 per trip. The projected trip count for October 1, 2024 – September 30, 2025 is Six Hundred Sixty (660) with an annual FY 2025 TOWN contribution of \$14,493. Riders shall pay SPAN a price per one-way trip of Three Dollars (\$3.00), to be collected by SPAN at the time of such trip.

4.02. The Fee is based on an average of Fifty-Five (55) one-way trips per month. If fewer than Fifty-Five (55) one-way trips are used in any given month, the accrued trips shall continue to roll forward monthly until the end of this Agreement.

4.03. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance, or provider.

4.04. If an otherwise eligible Rider contacts SPAN for service and the Rider's trip does not qualify for payment by the TOWN under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to such Rider in the Service Area at the total cost of Twenty One Dollars and Ninety Six Cents (\$21.96) per one-way trip, which is to be collected by SPAN at the time of such trip.

Article V

Devotion of Time, Personnel, and Equipment

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

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

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

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

Article VI Miscellaneous

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

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

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

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

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

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

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

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

If intended for TOWN:
John Smith, Town Manager
Hickory Creek, Texas
1075 Ronald Reagan Ave.
Hickory Creek, Texas 75065
940-497-2528

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

6.09 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

6.12. Confidentiality Clause. Subject to the requirements of the Texas Public Information Act or as required by Court order, both Parties agree to endeavor to take all reasonable measures to keep in confidence the execution, terms and conditions as well as performance of this Agreement, and the confidential data and information of any Party that another Party may know or access during performance of this Agreement ("Confidential Information"), and shall not disclose, make available or assign such Confidential Information to any third party without the prior written consent of the Party providing the information except as required by the Texas Public Information Act or Court order.

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

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

[Signature Page to Follow]

EXECUTED this 5th day of August, 2024

TOWN OF HICKORY CREEK, TEXAS

By: _____
Lynn C. Clark, Mayor

ATTEST:

By: _____
Kristi Rogers, Town Secretary

EXECUTED this _____ day of _____, 2024

SPAN, INC

By: _____
Michelle McMahon, Executive Director

EXHIBIT A
SERVICE AREA

All of Denton County.

EXHIBIT B
TRANSPORTATION POLICIES AND PROCEDURES

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



FD3 Hospitality
1851 Turbeville Rd
Hickory Creek, TX 75065

July 26, 2024

RE: Olana Bakery Barn & Design Center
201/225 Harrison Rd
Hickory Creek, TX 75065

To whom it may concern,

I am writing on behalf of FD3 Hospitality, the general contractor for the development listed above, and our sign contractor, Willow Creek Signs. Given the overall design intent of these two buildings, and their location 500+ feet north of the entrance at Turbeville Rd, we would like to respectfully request consideration of the following variances to the Town of Hickory Creek sign ordinances for this project:

1. On the southwest corner of the bakery barn (201 Harrison Rd), the building makes a 45 degree angle for aesthetic effect, and the designer has planned for applied lettering on this surface to be visible from the south elevation which currently exceeds the 75 percent width requirement of ordinance 3.08.010(b). We would like to request that this southwest wall be considered an extension of the adjoining south wall, as this will be the primary visibility from the roadway. Thus, the planned signage would constitute less than 75 percent of the total visible wall width.
2. The designer is specifying 36" blade signs mounted to the face of both the bakery barn (201 Harrison) and the design center (225 Harrison). These signs are intended to be mounted with the bottom 8+ feet above grade, and provide directional assistance for patrons approaching on foot from the parking area, as well as contributing to the overall "old-world" aesthetic of the development. We respectfully request a variance to the 12" maximum projection outlined in 3.08.010(c) so that these directional signs may be an appropriate scale for aesthetics and pedestrian visibility.

We are happy to provide any additional information or sketches required to clarify the design intent of this signage. We appreciate the Town's consideration of this request.

Thank you,

Tanner Pitts
Project Manager
FD3 Hospitality



1075 RONALD REAGAN AVE.
HICKORY CREEK, TX 75065
940 - 497 - 2528 PHONE
940 - 497 - 3531 FAX

July 25, 2024

Willow Creek Signs
2633 Blue Mound Rd W
Haslet TX 76052

RE: The Olana Signs

I have completed the review of the sign package for the Design District at the Olana. Below please find my comments.

201 Harrison, Bakery Barn

Southwest corner wall, N-08

Per the exterior building plans dated August 18, 2023, the wall frontage at the southwestern corner is 7 feet 2 inches long. The proposed wall sign is also 7 feet 2 inches long and does not meet the requirements of 3.08.010(b) "...Such signs shall not ... exceed 75 percent of the width of such building or store frontage." The sign may not be permitted as submitted.

Blade signs, Southwest corner wall N-15, West wall N-16, and N-17

Blade signs are not an approved use listed in 3.08 Signs. No vertical clearance was provided in the submitted plans. 3.08.010(c) does provide guidelines for projection over private property, allowing a 3 inch projection if the vertical clearance is 7 feet or less and 12 inches for heights over 7 feet. All of the signs proposed have a projection of 3 feet from the wall. The blade signs do not meet the requirements and may not be issued.

225 Harrison, Design Center

Blade sign, South wall, N-18

N-18 may not be issued for the same reasons listed above for N-16 through N-17.

Per 3.08.004 of the Code of Ordinances, applicants may appeal to the Town Council for a variance for any signs deemed by the Building Department as not permissible. A written appeal must be filed with the Town Secretary no later than 10 days after the date of this letter.

If you have any questions, please contact the Building Department at 940-497-2528.

Chris Chaudoir
Community Development / Code Enforcement
940/279-7047 (direct)
chris.chaudoir@hickorycreek-tx.gov

City-close, lakeside living!

Exterior Signage

N-05

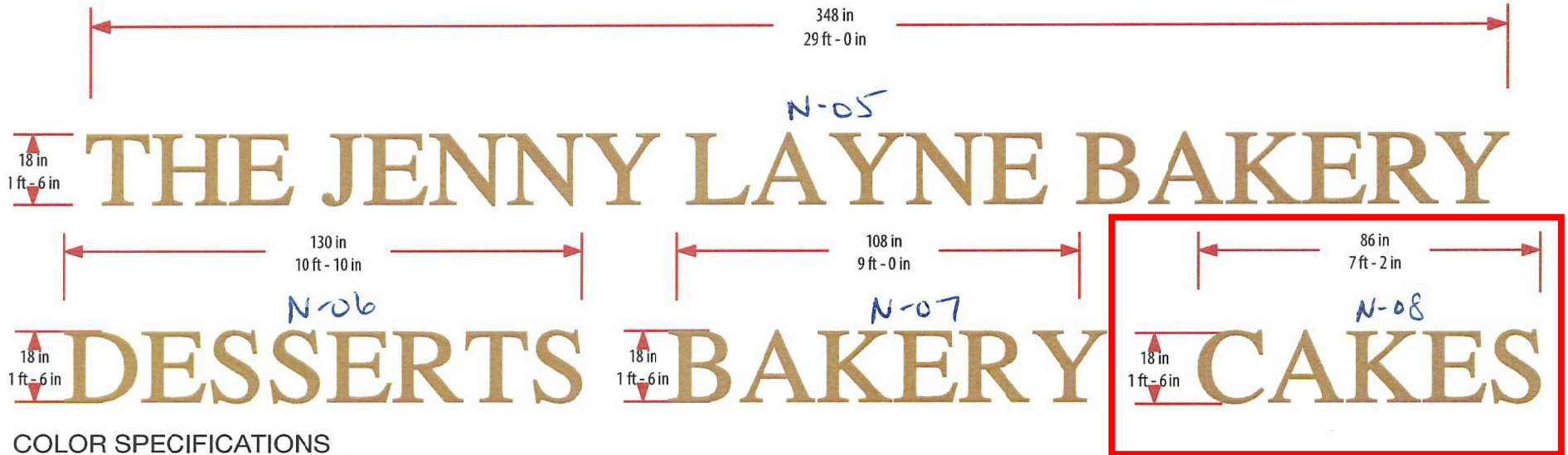
N-06

N-07

N-08



(817)-847-0571 / FAX (817)-847-0579



COLOR SPECIFICATIONS



GOLD (EXACT COLOR TBD)

QTY: 1 "THE JENNY LAYNE BAKERY"
(FACING PARKING LOT)

QTY: 1 "DESSERTS" "BAKERY" "CAKES"
(CEREMONY SIDE)

NON-ILLUMINATED FORMED LETTERS

CONFIRM BEFORE MANUFACTURING

Pre-Survey

Size Confirmed

EXAMPLE OF PREFORMED LETTERS & FONT:

A B C



Prismatic
Face

ABCDEFGHIJKLMN
OPQRSTUVWXYZ
1234567890 / & - .

COPYRIGHT © The design shown on this drawing are copyrighted and are the exclusive property of Willow Creek Signs, Inc. Any copy or disclosure of this document drawing may be made without written permission and if so, it is returned to Willow Creek Signs, Inc. Signature: Texas sign request.

This sign is intended to be installed in accordance with the requirements of Article 609 of the National Electrical Code and/or other applicable local codes. The sign is the property of the sign manufacturer and is not to be used for any other purpose without the written consent of the manufacturer.



ELECTRICAL SIGNS MUST BE NEC & UL COMPLIANT

By signing the acceptance field on this print I understand that I am accepting all aspects of this drawing. This artwork, specifications, dimensions, spelling and any other representations herein. I also understand that the color representations and scale of the sign(s) on this print are approximate and may not match manufacturers samples exactly.

Customers Approval: _____



Client:	The Olana Design Center	Drawn by:	KP
Site Location:	1851 Turbeville Rd. Hickory Creek, TX 75065	Revision:	2
Date:	06/07/2024	Page:	1 of 1

WILLOW CREEK SIGNS
2633 Blue Mound Rd. West. Fort Worth, TX 76052
T: (817) 847-0571 | F: (817) 847-0579





BAKERY BARN

185 TURBEVILLE RD.
HOCKEY CREEK, TX 75066

DESIGN CONSULTANT



100 DRAGON STREET
DALLAS, TX 75207
WWW.DUNCANMILLERDESIGN.COM



ISSUE:
12.02.2022 TOCITY FOR PERMITTING

REVISIONS:
No. Description Date
1 City Comments 8.18.2023

Date 12.02.2022

Project Number 2127.1

FIRST FLOOR PLAN-
BUILDING No.2
(BAKERY BARN)

A100

ISSUED FOR CONSTRUCTION

INTERIOR UNDER SEPARATE PERMIT

COMMENCING CONSTRUCTION

CONTRACTOR TO OBTAIN ALL LOCAL CONSTRUCTION CODES PRIOR TO CONSTRUCTION. COMMENCING CONSTRUCTION INDICATES AGREEMENT THAT DOCUMENTS HAVE BEEN STUDIED AND ALL QUESTIONS HAVE BEEN ADDRESSED RELATIVE TO THESE DOCUMENTS.

CONTRACTOR'S RESPONSIBILITY

CONTRACTOR TO PROVIDE PLUMBING AT EXTERIOR DEVELOPER PENETRATIONS FOR, BUT NOT LIMITED TO, SHOWERS, TUBS, SINKS, AND FIRE FIGHTING EQUIPMENT. THROUGH-HALL FLANGES AND COUNTER FLASHING WHETHER SHOWN OR NOT SHOWN ON THESE DOCUMENTS, TYPICAL, ALL SHEETS.

KEYED NOTES XX

1. EXTERIOR JOISTS PER SPECIFICATIONS & EBM 007 REQUIREMENTS
2. EXTERIOR ROOF ACCESS LADDER, TIE-BACK, FLOOR LADDER WITH SAFETY CAJAM
3. EXTERIOR REFER TO CIVIL & LANDSCAPE DRAWINGS
4. EXTERIOR HANG PANELS, CIVIL, LANDSCAPE & MEP
5. HOLES FOR PASSENGER ELEVATOR BY SCHMIDT ELEVATORS
6. MODEL SPECIFICATIONS
CONCRETE WALLS
DOOR SILL DOORS (FRONT & BACK)
FRONT SILL
CAPACITY 3,000 LBS.
OPENING WIDTH 6 FT
EXTRA WOOD REQUIRED:
OPENING DEPTH 16" C
EMERGENCY EGRESS
EMERGENCY EGRESS
EMERGENCY EGRESS
EMERGENCY EGRESS
7. REFER TO SPECIFICATIONS FOR BAKERY & ASSEMBLY SPACE ABOVE PER IBC TABLE 601 & PROVIDE REINFORCED CONCRETE ON COULERS & FIRE RESISTIVE PARTITIONING TO OBSERVE 1 HOUR SEPARATION.
8. REFER TO SPECIFICATIONS FOR BAKERY & ASSEMBLY SPACE ABOVE PER IBC TABLE 601 & PROVIDE REINFORCED CONCRETE ON COULERS & FIRE RESISTIVE PARTITIONING TO OBSERVE 1 HOUR SEPARATION.
9. REFER TO SPECIFICATIONS FOR BAKERY & ASSEMBLY SPACE ABOVE PER IBC TABLE 601 & PROVIDE REINFORCED CONCRETE ON COULERS & FIRE RESISTIVE PARTITIONING TO OBSERVE 1 HOUR SEPARATION.
10. HOSE BIB PROOF FLOOR WITH BACK-FLOW PREVENTION.
11. MODERN FLOOR COATING MANUFACTURER SPECIFICATION.

NOT ALL NOTES APPLY TO ALL SHEETS.

GENERAL NOTES

THE SCOPE OF THIS WORK IS AN EXTERIOR SHELL PACKAGE AND INCLUDES EXTERIOR SHELL AND FINISHES, EXTERIOR STRUCTURAL AND ALL EXTERIOR ELEMENTS AND SURROUNDING SITE ELEMENTS THAT PERTAIN TO THE SCOPE OF THIS EXTERIOR SHELL PACKAGE (BUILDING No. 1 & 2). PLEASE STUDY THESE DOCUMENTS THOROUGHLY PRIOR TO CONSTRUCTION. PRESENT ALL QUESTIONS BY FORMER TO DUNCAN & MILLER DESIGN. PRESENT BUILDING CODES TO BE ADHERED UNDER ALL CIRCUMSTANCES.

RFPS, SUBMITTALS, REQUESTS, AND OTHER CORAMINATION TO: POST@DUNCANMILLERDESIGN.COM
OR CD@DUNCANMILLERDESIGN.COM

ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED OTHERWISE. REFER TO WALL SECTIONS, STRUCTURAL, AND MEP FOR ASSEMBLY INFORMATION OF EXTERIOR WALLS.

ALL SITE & BUILDING CONDITIONS MUST ADHERE TO THE CURRENT ADA, TYPICAL REGULATIONS AND STANDARDS INCLUDING SIGNAGE.

ALL EXTERIOR JOISTS & JOISTS WITH BACKER ROD SHALL BE CONSTRUCTED WITH EXTERIOR SILICONE SEALANT.

ALL EXTERIOR JOISTS SHALL NOT EXCEED 8.5 POUNDS OF PRESSURE TO OPERATE.

ALL OPERABLE PARTS, CONTROL OF ANY DEVICE NOT TO EXCEED MAXIMUM ADA REQUIREMENT OF 55 LBS. OF FORCE. OPERABLE PARTS SHALL BE MADE OF METAL AND 48" MAXIMUM H. P.

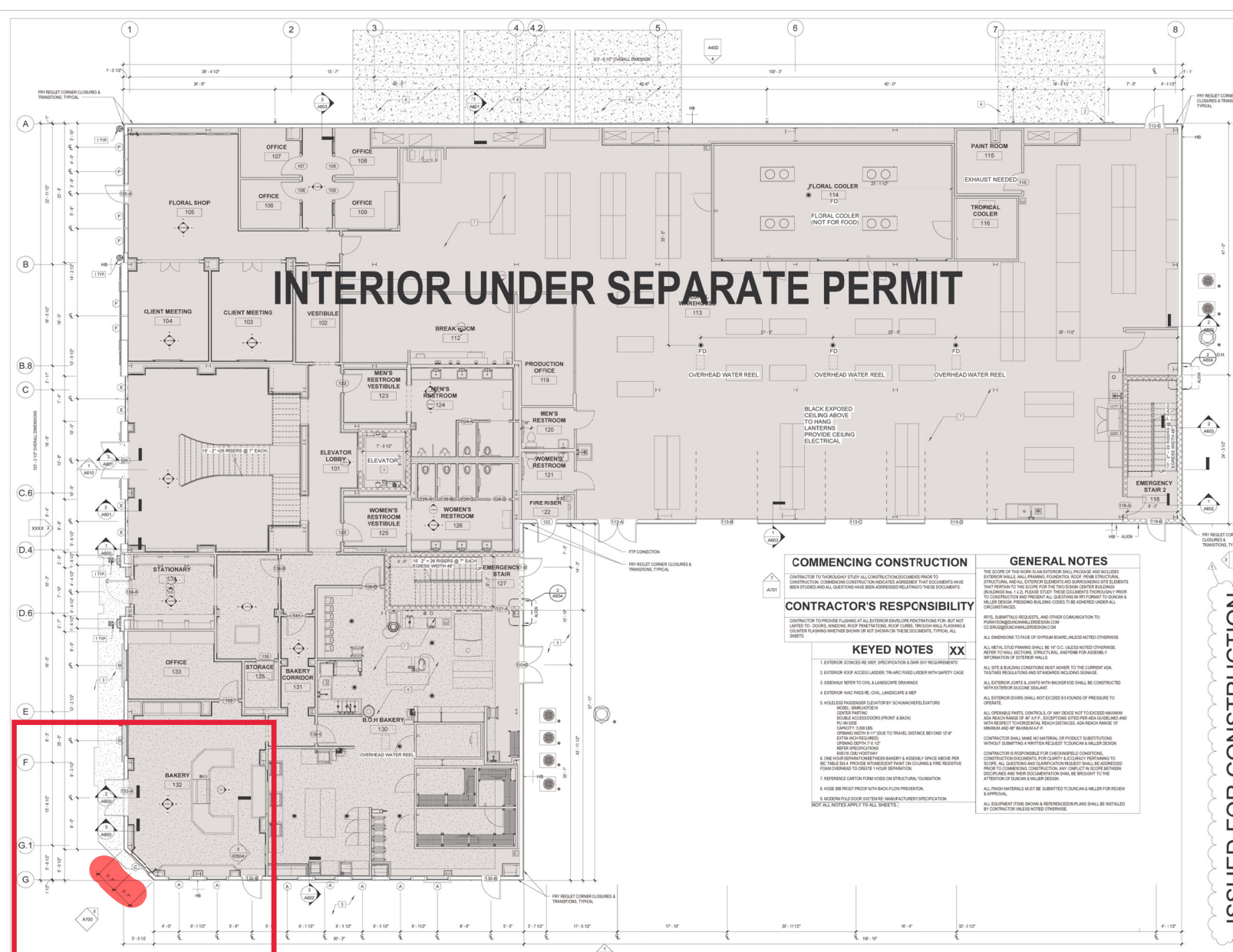
CONTRACTOR SHALL NAME NO MATERIAL OR PRODUCT SUBSTITUTIONS WITHOUT SUBMITTALS IN WRITING REQUEST TO DUNCAN & MILLER DESIGN.

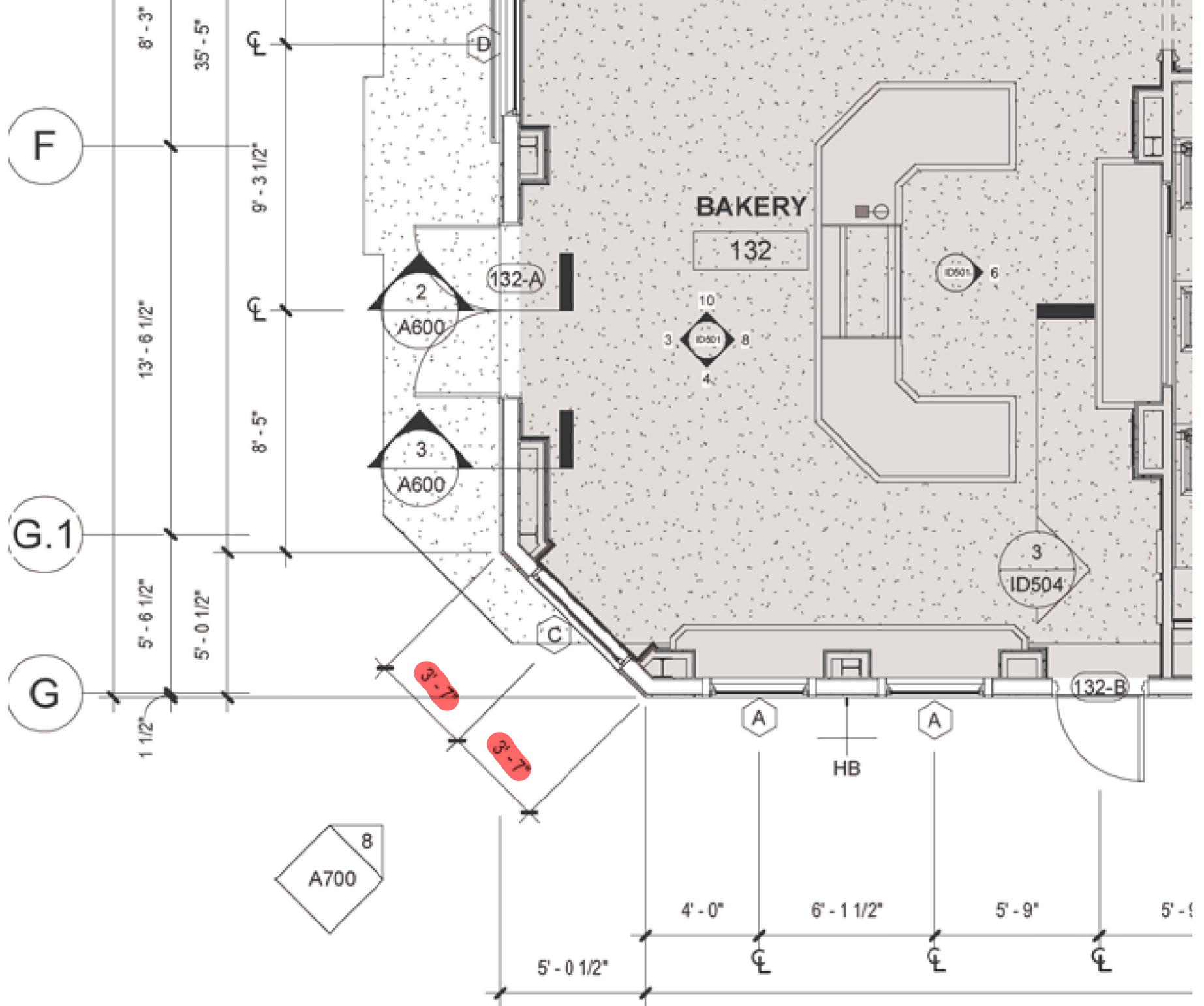
CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL CONDITIONS, CONDITIONS OF DOCUMENTS FOR CLARITY & ACCURACY. CONTRACTOR SHALL SCORE ALL QUESTIONS AND CLARIFICATION REQUESTS SHALL BE ADDRESSED PRIOR TO CONSTRUCTION. ANY OBJECTS IN SCOPE BETWEEN DUNCAN & MILLER DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF DUNCAN & MILLER DESIGN.

ALL FINISH MATERIALS SHALL BE SUBMITTED TO DUNCAN & MILLER FOR REVIEW & APPROVAL.

ALL EQUIPMENT FITS SHOWN & REFERENCED PLANS SHALL BE INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE.

1 BUILDING 2 - FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"





Exterior Signage

N-15

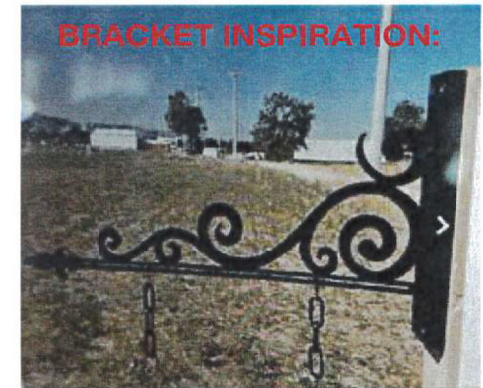
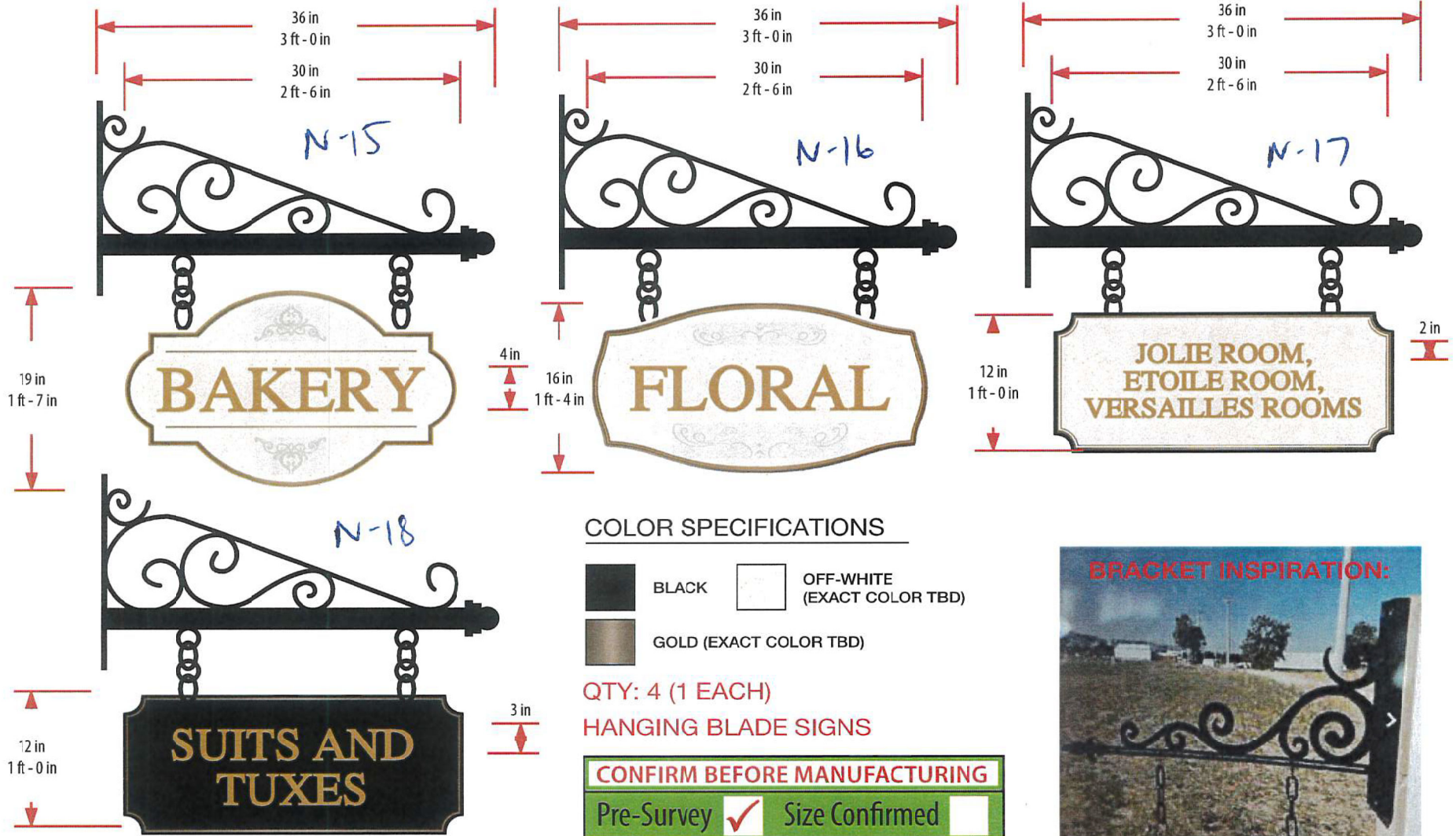
N-16

N-17

N-18



(817)-847-0571 / FAX (817)-847-0579



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This sign is intended to be installed in accordance with the requirements of Article 900 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

The location of the sign(s) shall be approved after installation shall comply with Article 600.9(A)(1) of the National Electrical Code.

WILLOW CREEK SIGNS
 2633 Blue Mound Rd, West, Fort Worth, TX 76052
 T: (817) 847 - 0571 | F: (817) 847 - 0579



By signing the acceptance field on this print I understand that I am accepting all aspects of this drawing. This artwork, specifications, dimensions, spelling and any other representations herein. I also understand that the color representations and scale of the sign(s) on this print are approximate and may not match manufacturers samples exactly.

Customers Approval: _____



Client:	The Olana Design Center	Drawn by:	KP
Site Location:	1851 Turbeville Rd. Hickory Creek, TX 75065	Revision:	2
Date:	06/07/2024	Page:	1 of 1

Exterior Signage



(817)-847-0571 / FAX (817)-847-0579



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WILLOW CREEK SIGNS
2633 Blue Mound Rd. West, Fort Worth, TX 76052
T: (817) 847 - 0571 | F: (817) 847 - 0579

This sign is intended to be installed in accordance with the requirements of Article 500 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.
The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

UL Underwriters Laboratories Inc. LISTED
ELECTRICAL SIGNS MUST BE NEC & UL COMPLIANT



By signing the acceptance field on this print I understand that I am accepting all aspects of this drawing. This artwork, specifications, dimensions, spelling and any other representations herein. I also understand that the color representations and scale of the sign(s) on this print are approximate and may not match manufacturers samples exactly.

Customers Approval: _____



Client:	The Olana Design Center	Drawn by:	KP
Site Location:		Revision:	2
Date:	06/07/2024	Page:	1 of 1

HALFF ASSOCIATES, Inc.
 2601 Meacham Blvd., Ste. 600
 Fort Worth, Texas 76137
 (817) 847-1422

CLIENT: Town of Hickory Creek
STREET: FY 2024 Pavement Repairs & Phase 4 Sidewalk Extensions
 Final Design

DATE: 7/12/2024

PREPARED BY: KJG

FY 2024 PAVEMENT REPAIRS & PHASE 4 SIDEWALK EXTENSIONS PROJECT - ESTIMATE OF PROBABLE COST

Item No.	Description	Unit	Total Quantity	Unit Cost	Total Amount
Section I - Project Specific and Paving Items					
1	Mobilization & General Site Preparation (includes Clearing and Grubbing)	LS	1	\$58,000.00	\$58,000
2	Joint Stormwater Pollution Prevention Plan	LS	1	\$2,500.00	\$2,500
3	Project Signs	EA	2	\$1,500.00	\$3,000
4	Traffic Control (Barriers, Barricades and/or Detours)	MO	8	\$3,000.00	\$24,000
5	Erosion Control	LS	1	\$5,000.00	\$5,000
6	4-inch Thick Topsoil and Sodding	SY	720	\$16.00	\$11,520
7	Remove and Dispose of Concrete Pavement & Flatwork	SF	28,402	\$3.00	\$85,206
8	Remove and Dispose of Gravel Pavement	SF	617	\$1.00	\$617
9	Sawcut, Remove, and Replace Existing Concrete Curb & Gutter	LF	38	\$40.00	\$1,520
10	Sawcut, Remove, and Replace 7-inch Thick, 4,000 psi Portland Cement Concrete Pavement (Full Depth)	SY	2,005	\$125.00	\$250,625
11	Sawcut, Remove, and Replace 8-inch Thick, 4,000 psi Portland Cement Concrete Pavement (Full Depth)	SY	456	\$140.00	\$63,840
12	Sawcut, Remove, and Replace 4-inch Thick, 3,600 psi Portland Cement Concrete Sidewalk	SY	18	\$95.00	\$1,710
13	6-inch Thick, 4,000 psi Reinforced Concrete Driveway Pavement	SF	617	\$11.00	\$6,787
14	Concrete Curb (Type II)	LF	250	\$30.00	\$7,500
15	Concrete Curb and Gutter (Type II)	LF	1,652	\$38.00	\$62,776
16	12-inch Thick Rock Riprap	SY	15	\$100.00	\$1,500
17	Integral Sidewalk Toe Wall (Height Equal to or Greater than 1 Foot)	SF	50	\$30.00	\$1,500
18	Concrete Scupper	EA	2	\$5,000.00	\$10,000
19	Adjust Water Valve to Grade	EA	8	\$500.00	\$4,000
20	Adjust Sanitary Sewer Manhole to Grade	EA	2	\$1,000.00	\$2,000
21	Adjust Existing Water Meter to Grade	EA	3	\$500.00	\$1,500
22	Adjust Existing Pull Box to Grade	EA	1	\$500.00	\$500
23	Adjust Existing Fire Hydrant to Grade	EA	1	\$750.00	\$750
24	Pavement Markings and Signage	LS	1	\$10,000.00	\$10,000
25	Landscape Adjustments Allowance	LS	1	\$2,500.00	\$2,500
26	Irrigation Repair Allowance	LS	1	\$1,500.00	\$1,500
27	Additional Sawcut, Remove, and Replace Existing Concrete Curb & Gutter	LF	50	\$35.00	\$1,750
28	Additional Sawcut, Remove, and Replace 7-inch Thick, 4,000 psi Portland Cement Concrete Pavement (Full Depth)	SY	250	\$125.00	\$31,250
29	Additional Sawcut, Remove, and Replace 4-inch Thick, 3,600 psi Portland Cement Concrete Sidewalk	SY	25	\$95.00	\$2,375
30	Concrete Crack Repair	LF	500	\$40.00	\$20,000
31	Construction Contingency	LS	1	\$50,000.00	\$50,000
Subtotal - Section I					\$725,726
Section II - Sidewalks					
1	4-inch Thick, 3,600 psi Reinforced Concrete Sidewalk	SY	1,241	\$88.00	\$109,208
2	Type 1 Barrier-Free Curb Ramp	EA	6	\$3,500.00	\$21,000
3	Type 2 Barrier-Free Curb Ramp	EA	31	\$3,000.00	\$93,000
4	Type 7 Barrier-Free Curb Ramp	EA	2	\$3,500.00	\$7,000
5	Type 10 Barrier-Free Curb Ramp	EA	25	\$3,000.00	\$75,000
Subtotal - Section II					\$305,208

HALFF ASSOCIATES, Inc.
 2601 Meacham Blvd., Ste. 600
 Fort Worth, Texas 76137
 (817) 847-1422

CLIENT: Town of Hickory Creek
STREET: FY 2024 Pavement Repairs & Phase 4 Sidewalk Extensions
 Final Design

DATE: 7/12/2024

PREPARED BY: KJG

FY 2024 PAVEMENT REPAIRS & PHASE 4 SIDEWALK EXTENSIONS PROJECT - ESTIMATE OF PROBABLE COST

Item No.	Description	Unit	Total Quantity	Unit Cost	Total Amount
Section AA-I - Hickory Creek Road Sidewalk					
1	Remove and Dispose of Gravel Pavement	SF	1,158	\$1.00	\$1,158
2	6-inch Thick, 4,000 psi Reinforced Concrete Driveway Pavement	SF	1,158	\$11.00	\$12,738
3	Concrete Curb and Gutter (Type II)	LF	901	\$38.00	\$34,238
4	Tree Removal (Greater than 12")	EA	10	\$1,250.00	\$12,500
5	4-inch Thick, 3,600 psi Reinforced Concrete Sidewalk	SY	764	\$88.00	\$67,232
6	4-inch Thick Topsoil and Sodding	SY	537	\$16.00	\$8,592
7	Retaining Wall with Integral Sidewalk	SF	883	\$65.00	\$57,395
8	Integral Sidewalk Toe Wall (Height Equal to or Greater than 1 Foot)	SF	174	\$30.00	\$5,220
9	12-inch Thick Rock Riprap	SY	15	\$100.00	\$1,500
10	TxDOT PR-11 Pedestrian Rail	LF	15	\$200.00	\$3,000
11	Adjust Existing Water Meter to Grade	EA	2	\$500.00	\$1,000
Subtotal - Section AA-I					\$204,573
Base Bid - Subtotal - Section I-II					\$1,030,934
TOTAL					\$1,030,934
SAY					\$1,031,000
Alternate Bid - Subtotal - Section I-II, and AA-I					\$1,235,507
TOTAL					\$1,235,507
SAY					\$1,236,000

This statement was prepared utilizing standard cost estimate practices. It is understood and agreed that this is an estimate only, and that the Engineer shall not be liable to Owner or to a third party for any failure to accurately estimate the cost of the project, or any part thereof.



AGENDA INFORMATION SHEET

MEETING DATE: August 5, 2024

AGENDA ITEM: Consider and act on acceptance of medical, dental and vision rates from Cigna; life, accidental death, short term disability and long term disability from Renaissance; first responder support from Responder Health and a supplemental benefit for an employees' household from New Benefits for employee coverage for Fiscal Year 2024-2025.

SUMMARY: Cigna, Renaissance, Responder Health and New Benefits Rates:

<u>Cigna Medical</u>	<u>2023-2024 Rate</u>	<u>2024-2025 Rate</u>
Employee	\$647.19	\$647.19
Employee Child(ren)	\$1,120.28	\$1,120.28
Employee Spouse	\$1,287.89	\$1,287.89
Employee Family	\$1,860.65	\$1,860.65
<u>Cigna Dental</u>	<u>2023-2024 Rate</u>	<u>2024-2025 Rate</u>
Employee	\$35.31	\$35.31
Employee Child(ren)	\$82.53	\$82.53
Employee Spouse	\$82.53	\$82.53
Employee Family	\$127.84	\$127.84
<u>Cigna Vision</u>	<u>2023-2024 Rate</u>	<u>2024-2025 Rate</u>
Employee	\$8.64	\$8.64
Employee Child(ren)	\$17.27	\$17.27
Employee Spouse	\$16.41	\$16.41
Employee Family	\$22.02	\$22.02
<u>Renaissance</u>	<u>2023-2024 Rate</u>	<u>2024-2025 Rate</u>
Basic Life	\$0.105 per \$1,000	\$0.105 per \$1,000
Basic AD&D	\$0.025 per \$1,000	\$0.025 per \$1,000
Short Term Disability	\$0.190 per \$10 total weekly	\$0.190 per \$10 total weekly
Long Term Disability	\$0.360 per \$100 monthly	\$0.360 per \$100 monthly
<u>Responder Health</u>	\$4.00 per month per officer	\$4.00 per month per officer
<u>New Benefits</u>	\$8.00 per month per employee	\$8.00 per month per employee

**TOWN OF HICKORY CREEK
2024 GROUP MEDICAL RENEWAL**

In-Network Benefits		CIGNA	
Plan Name	CIGNA LF Q2P2		
Network Name	CIGNA		
Deductible Type	Embedded		
Ind. Deductible (In/Out)	\$1,000		
Fam. Deductible (In/Out)	\$2,000		
Coins - Carrier (In)	80%		
Ind. OOP Max (In/Out)	\$3,000		
Fam OOP Max (In/Out)	\$6,000		
PCP CoPay (In)	\$30		
Specialist CoPay (In)	\$60		
Telehealth (In)	\$30		
Lab and X-ray (In)	\$30		
Advanced Imaging (In)	Ded+Coins		
Rx Drug Card (In)	\$10/\$45/\$90/\$150		
Mail Order (In)	3x		
Urgent Care (In)	\$75		
ER (In/Out)	\$500 + Coinsurance		
Inpatient Hosp. (In)	Ded+Coins		
Outpatient Surgery (In)	Ded+Coins		
	Enrolled	23	Enrollment Rates
Employee	13	13	\$647.19
Employee + Spouse	2	2	\$1287.89
Employee + Child	4	4	\$1120.28
Employee + Family	4	4	\$1,860.65
Total Monthly Premium		\$22,912.97	
Total Annual Premium		\$274,955.64	
Annual Change		\$0.00	
Annual % Change		0%	
Total Monthly Employer Contribution		\$18,899.17	
Employer Contribution			
Employee	100%		\$647.19
Employee + Spouse	50%		\$967.54
Employee + Child	50%		\$883.74
Employee + Family	50%		\$1,253.92
Employee Costs		Per Pay Period (26)	Monthly
Employee		\$0.00	\$0.00
Employee + Spouse		\$147.85	\$320.35
Employee + Child		\$109.17	\$236.55
Employee + Family		\$280.03	\$606.73

Town of Hickory Creek
Group Dental
Effective Date: October 1, 2024

	Current Cigna	Principal	Guardian	BCBS
			Packaged Rates	(DTXHR31)
Plan Eligibility	FT EE's/30+ Hrs	FT EE's/30+ Hrs	FT EE's/30+ Hrs	FT EE's/30+ Hrs
Plan Type	PPO	PPO	PPO	PPO
	INN / OON	INN / OON	INN / OON	INN / OON
Deductible - Individual	\$50 / \$50	\$50 / \$50	\$50 / \$50	\$25 / \$25
Deductible - Family	\$150 / \$150	\$150 / \$150	\$150 / \$150	\$75 / \$75
Deductible - Waived for Prev	Yes	Yes	Yes	Yes
Calendar Year Maximum	\$3,000	\$3,000	\$3,000	\$3,000
Prev Applied to Cal Max	Yes	Yes	Yes	Yes
Orthodontia Lifetime Max	\$2,000	\$2,000	\$2,000	\$2,000
Orthodontia - Children/Adult	Children Only	Children Only	Children Only	Children & Adults
Preventive	100% / 100%	100% / 100%	100% / 100%	100% / 100%
Basic	80% / 80%	80% / 80%	80% / 80%	80% / 80%
Major	50% / 50%	50% / 50%	50% / 50%	50% / 50%
Orthodontia	50% / 50%	50% / 50%	50% / 50%	50% / 50%
Sealants	Preventive	Preventive	Preventive	Preventive
Endodontics	Basic	Basic	Basic	Basic
Periodontics	Basic	Basic	Basic	Basic
Simple Oral Surgery	Basic	Basic	Basic	Basic
Complex Oral Surgery/Anesthesia	Basic	Basic	Basic	Basic
Implants	Not Covered	Major	Major	Major
TMJ	Not Covered	Not Covered	Major	Not Covered
OON Reimbursement	90th Percentile	90th Percentile	90th Percentile	90th Percentile
Maximum Rollover	No	Yes	Yes	No
Waiting Periods	Current	None	Ortho- 12 Months	None
Minimum Contribution	Current	Contributory	Contributory	Contributory
Minimum Participation	Current	50%	96%	75%
Provider Lookup	www.cigna.com	www.principal.com	www.guardiananytime.com	www.bcbs.com
Rate Guarantee Period	Current	12 Months	24 Months	12 Months
Rate Cap(s)	N/A	N/A	N/A	N/A
Lives				
Employee 12	\$35.31	\$39.95	\$46.15	\$50.69
Employee + Spouse 2	\$82.53	\$80.24	\$93.67	\$101.38
Employee + Child(ren) 3	\$82.53	\$111.16	\$131.79	\$124.19
Employee + Family 5	\$127.84	\$160.00	\$192.49	\$200.23
Estimated Monthly Cost	\$1,475.57	\$1,773.36	\$2,098.96	\$2,184.76
Estimated Annual Cost	\$17,706.84	\$21,280.32	\$25,187.52	\$26,217.12



**Town of Hickory Creek
Group Vision
Effective Date: October 1, 2024**

	Current Cigna	BCBS	Guardian	Principal
		(Plan 5)	Packaged Rates	
Network/Plan	EyeMed		Davis	VSP
Plan Eligibility	FT EE's/30+ Hrs	FT EE's/30+ Hrs	FT EE's/30+ Hrs	FT EE's/30+ Hrs
Exam Frequency	1 Per 12 Months	1 Per 12 Months	1 Per 12 Months	1 Per 12 Months
Contact / Lens Frequency	1 Per 12 Months	1 Per 12 Months	1 Per 12 Months	1 Per 12 Months
Frames Frequency	1 Per 24 Months	1 Per 24 Months	1 Per 12 Months	1 Per 12 Months
<u>In-Network Copays</u>	<u>In-Network</u>	<u>In-Network</u>	<u>In-Network</u>	<u>In-Network</u>
Exam	\$10 Copay	\$10 Copay	\$10 Copay	\$10 Copay
Single Lenses	\$15 Copay	\$10 Copay	\$15 Copay	\$10 Copay
Bifocal Lenses	\$15 Copay	\$10 Copay	\$15 Copay	\$10 Copay
Trifocal Lenses	\$15 Copay	\$10 Copay	\$15 Copay	\$10 Copay
Frames	\$180 Allowance	\$150 Allowance	\$200 Allowance	\$200 Allowance
Contact Lenses	\$180 Allowance	\$150 Allowance	\$200 Allowance	\$200 Allowance
Frames Covered if Contacts Elected	No	No	No	No
Minimum Contribution	Current	0% (Voluntary)	0% (Voluntary)	0% (Voluntary)
Minimum Participation	Current	Greater of 20% or 2 enrolled	74%	Greater of 20% or 5 enrolled
Provider Lookup	www.eyemed.com	www.bcbs.com	www.davisvision.com	www.vsp.com
Rate Guarantee	Current	Pending Confirmation	24 Months	24 Months
Lives				
Employee 6	\$8.64	\$9.04	\$9.57	\$8.97
Employee + Spouse 3	\$16.41	\$17.19	\$18.12	\$19.41
Employee + Child(ren) 4	\$17.27	\$18.09	\$18.46	\$21.03
Employee + Family 4	\$22.02	\$26.60	\$29.24	\$33.89
Estimated Monthly Cost	\$258.23	\$284.57	\$302.58	\$331.73
Estimated Annual Cost	\$3,098.76	\$3,414.84	\$3,630.96	\$3,980.76



**Town of Hickory Creek
Group Life & AD&D
Effective Date: October 1, 2024**

	Current / Renewal Renaissance
Plan Eligibility	FT EE's/30+ Hrs
Benefit Amount	2X Salary
Maximum Benefit	\$250K
Guaranteed Issue	\$225K
Portability	Yes
Conversion	Yes
Reduction Schedule	100% UI 60, 50% UI 70
Employer Contribution	100%
Participation Requirement	100%
Rate Guarantee	12 Months
Life Volume	\$3,258,000
AD&D Volume	\$3,258,000
Life Rate per \$1000	\$0.105
AD&D Rate per \$1000	\$0.025
Estimated Monthly Cost	\$423.54
Estimated Annual Cost	\$5,082.48
Change in Cost	N/A
Percentage Change	N/A



**Town of Hickory Creek
Voluntary Life & AD&D
Effective Date: October 1, 2024**

		Current / Renewal Renaissance	
Eligibility		FT EE's/30+ Hrs	
Employee Benefit		\$10K Increments	
Employee Maximum		\$500,000 / 5x Salary	
Employee Guarantee Issue		\$50,000	
Employee Reduction Schedule		To 65% at 65, 50% at 70	
Spouse Benefit		\$5,000 Increments	
Spouse Maximum		\$100,000 / 50% of EE	
Spouse Guarantee Issue		\$30,000	
Child Benefit		\$10,000	
Child Maximum		\$10,000	
Portability		Yes	
Conversion		Yes	
Minimum Participation		Current	
Rate Guarantee		12 Months	
		<u>Employee</u>	<u>Spouse</u>
Age 00-19		\$0.078	\$0.078
Age 20-24		\$0.078	\$0.078
Age 25-29		\$0.078	\$0.078
Age 30-34		\$0.104	\$0.104
Age 35-39		\$0.129	\$0.129
Age 40-44		\$0.171	\$0.171
Age 45-49		\$0.267	\$0.267
Age 50-54		\$0.442	\$0.442
Age 55-59		\$0.747	\$0.747
Age 60-64		\$1.128	\$1.128
Age 65-69		\$2.050	\$2.050
Age 70-74		\$3.641	N/A
Age 75-79		\$3.641	N/A
Age 80-00		\$3.641	N/A
Child Life Rate		\$0.254	
EE AD&D Rate		\$0.036	
SP AD&D Rate		\$0.036	
CH AD&D Rate		\$0.036	

Rates are per \$1,000 of Coverage



**Town of Hickory Creek
Group Long-Term Disability
Effective Date: October 1, 2024**

	Current / Renewal Renaissance
Plan Eligibility	FT EE's/30+ Hrs
Monthly Benefit Percentage	60%
Monthly Maximum	\$6,000
Guaranteed Issue	\$6,000
Elimination Period	90 Days
Duration	RBD to SSNRA
Own Occupation Period	2-Year Own Occ
Employee Assistance Plan	Included
Pre-existing Condition Limitation	3/12
Mental Limitation	24 Months
Substance Abuse Limitation	24 Months
Employer Contribution	100%
Taxable Benefit	Yes (100% ER Paid)
Participation Requirement	100%
Rate Guarantee	12 Months
Monthly Covered Payroll	\$137,012
LTD Rate per \$100 of CP	\$0.360
Estimated Monthly Cost	\$493.24
Estimated Annual Cost	\$5,918.92
Change in Cost	N/A
Percentage Change	N/A



**Town of Hickory Creek
Group Short-Term Disability
Effective Date: October 1, 2024**

	<i>Current / Renewal Renaissance</i>
Eligibility	FT EE's/30+ Hrs
Benefit Percentage	60%
Weekly Benefit	\$1,500
Guarantee Issue	\$1,500
Elimination Period (Accident/Sickness)	14 Days / 14 Days
Duration	11 Weeks
Pre-existing Condition Limitation	None
Employer Contribution	100%
Taxable Benefit	Yes (100% ER Paid)
Participation Requirement	100%
Rate Guarantee	12 Months
Weekly Benefit	\$19,086
STD Rate per \$10 of WB	\$0.190
Estimated Monthly Cost	\$362.63
Estimated Annual Cost	\$4,351.61
Change in Cost	N/A
Percentage Change	N/A



TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0805-__

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

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. (hereinafter the “Agreement”) concerning professional engineering services for Point Vista Road Expansion, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 5th day of August, 2024.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

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

EXHIBIT A

**Point Vista Road Extension
 FY 2024 Task Order Authorization
 July 30, 2024**

Scope of Work:	<p>Halff will provide professional services for Design, Coordination, Bidding and Construction Administration for the Point Vista Road Extension project that will extend the full, ultimate section, of Point Vista Road between the northeastern property boundary of Founder’s Classical Academy of Corinth and the eastern return of Hickory Creek Boulevard.</p> <p><u>Project Description</u></p> <p>The Point Vista Road Extension project includes the design and construction of roadway, driveway, sidewalk, median, and other flatwork associated with the southern half section to provide for a continuous full section between the northeastern property boundary of Founder’s Classical Academy of Corinth and the eastern return of Hickory Creek Boulevard, a distance of approximately 700-linear feet.</p> <p>Assumptions:</p> <ol style="list-style-type: none"> 1. Geotechnical Engineering Services are not included in this task order authorization. It is assumed that the paving section shall follow that of the design for Point Vista east and west of this segment of road. 2. Right-of-Way Documentation, Floodplain Analysis, and Drainage Studies, will not be necessary for this project and are not included in this task order authorization. Based upon Denton CAD it appears that all of the right of way through tract 62326 (Hickory Creek Estates) is already present. 3. SUE Level B-D investigation will be performed. No SUE Level A Testholes will be performed. 4. Construction staking, management and inspection are not included in this task order authorization. 5. Halff will provide a Traffic Control and Sequencing Plan following TMUTCD established minimums. Contractor will be responsible for submitting the final Traffic Control Plan for Town approval. <p><u>Work Plan</u></p> <p><u>Special Services</u></p> <p>A. Design Survey – The Professional shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. The following particulars will also apply.</p> <ol style="list-style-type: none"> (1) Vertical benchmarks shall be established such that all points of construction shall be within 500 feet of a benchmark. Benchmarks A-3 EXHIBIT A – Denton County Bond Streets should not be subject to loss during construction. Fire hydrants and similar appurtenances are not to be used for benchmarks. The surveyor shall establish
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	<p>temporary benchmarks throughout the length of the project.</p> <p>(2) Topographic features will be surveyed along with any and all other features needed for design, review, permitting, construction, and inspection of the project. Coverage will extend beyond the proposed rights-of-way far enough to integrate the design with the adjacent properties.</p> <p>(3) Existing property corners, iron pins, etc. shall be tied in order to establish existing rights-of-way. Prior to surveying on private property, the surveyor shall secure written permission from the property owners and/or tenant and shall provide the Town a copy of said written permission. Should only oral permission be granted, the surveyor shall document the permission granted by letter to the property owner/tenant, with a copy to the Town. If permission cannot be obtained, the Town will assist or other arrangements will be worked out.</p> <p>(4) Consultant shall use a combination of mobile LiDAR and conventional survey as necessary to collect field data. Feature extraction for the above two items will include detailed list shown below in “Deliverables.”</p> <p>(5) Deliverables: a. Survey files will be delivered in MicroStation or AutoCAD CADD files. b. Topographic survey will include a DTM with minor contours at 1- foot intervals and major contours at 5-foot intervals and site planimetric along the route. c. Locate topographic features along with any above-ground features needed, such as edges of pavement, curbs and gutter, sidewalks, building corners, power poles, valves and other appurtenances</p> <p>B. Subsurface Utility Engineering – The Professional will perform SUE in accordance with ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities.” This standard defines the following Quality Levels:</p> <ul style="list-style-type: none">• Quality Level-A – Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.• Quality Level-B – Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.• Quality Level-C – Information obtained by surveying and
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	<p>plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.</p> <ul style="list-style-type: none">• Quality Level-D – Information derived from existing records or oral recollections. <ol style="list-style-type: none">(1) Quality Level-A Utility Test Holes (Vacuum Excavation) – Quality Level-A Test Holes are not included in this Scope of Services.(2) Quality Level-B Utility Designating A. – The Professional will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 2,500 linear feet of utilities. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services. Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, The Professional cannot guarantee all utilities will be found and marked within the project limits.(3) Quality Level-C Surveying – Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances will be surveyed and tied utilizing project survey control provided by the Town of Hickory Creek.(4) Quality Level-D Records Research – Available Records will be provided to The Professional by the Town of Hickory Creek. The Professional will perform additional utility record research as needed to successfully complete the project. Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.(5) SUE Field Manager / Professional Engineer – A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, signing the final deliverables and coordination with the project team.(6) SUE Deliverables / CADD – Deliverables for the Quality Level-B 2D Utility Designation will be an electronic CAD file. Electronic files will be provided in MicroStation and/or AutoCAD format.(7) Right-of-Entry A. Right-of-Entry is not part of this Scope of Services as work is anticipated within the existing road right-of-way. If right-of-entry is required, it will be performed and provided to The Professional by the Town of Hickory Creek. The Professional will coordinate with property owner(s) once right-of-entry has been obtained.(8) Permitting – Permitting is not part of this Scope of Services.
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	<p>(9) Work Zone Traffic Control – The Professional will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s) and/or engineered traffic control plans. If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, Halff will notify the Client and submit a supplemental agreement for authorization prior to proceeding with additional work.</p> <p>C. Easement Document Preparation – The Professional shall evaluate where Right-of-way and easements may be required.</p> <p>(1) No ROW documents are anticipated for this project. Temporary Construction and other easement exhibits/parcels are not included with this scope. If it is determined during design that ROW or easement parcels and documentation are required,, they shall be prepared for an additional fee.</p> <p>D. Environmental Services – The Professional shall perform a Phase I Environmental Site Assessment (ESA) on the right-of-way property located between the Founders Academy driveway and Hickory Creek Boulevard, along Point Vista Road in Hickory Creek, Texas. The ESA will be conducted by our staff and is estimated to require approximately four weeks to complete from the time of written authorization and confirmation of Site access. The ESA will be performed in accordance with the American Society for Testing and Materials (ASTM) E1527-21 Standard Practice and will consist of the tasks outlined as follows:</p> <p>(1) Review selected, commercially available aerial photography of the site and adjacent area, noting any visible abnormalities during site or area development, which may indicate potential environmental problems. This typically involves examining four photographs taken at approximately 10-year intervals, depending on availability of photography for the property location. Additionally, review other standard historical sources (e.g. Sanborn Fire Insurance Maps, historical city directories, etc.) in an effort to develop the site history.</p> <p>(2) Review standard physical setting sources (e.g. U.S. Geological Survey topographic map, Federal Emergency Management Agency Flood Insurance Rate Map, U.S. Department of Agriculture Soil Survey, etc.) in an effort to determine general geologic, hydrogeologic, and topographic characteristics of the site.</p> <p>(3) Review Federal and State regulatory databases in accordance with ASTM E1527-21 Standard Practice, including but not necessarily limited to all ASTM recommended databases and minimum search distances, looking specifically for activities which could be potential sources of contamination. The databases reviewed typically include federal databases such as the Environmental Protection Agency (EPA) National Priority List, Comprehensive Environmental</p>
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	<p>Response, Compensation, and Liability Information System database, Resource Conservation and Recovery Act (RCRA) Generator database, RCRA Corrective Action Report, and the Environmental Response Notification System database. Also reviewed are state databases such as the Petroleum Storage Tank (PST) Registration database, Leaking PST database, State Superfund Registry database, Solid Waste Landfill/Disposal Site database, Closed Landfill Inventory database, Voluntary Cleanup Program database, Innocent Owner/Operator Program database, and the Spill Response database. Briefly, summarize the degree of risk posed by sites identified within the search distances. This does not include a detailed risk assessment of all pathways, receptors, exposure assessments, or dose response evaluations.</p> <ol style="list-style-type: none">(4) Contact local government officials in an effort to identify recognized environmental conditions on or near the subject property.(5) Contact current site owner/manager, a reasonable number of occupants, and past owners, operators, or occupants who are likely to have additional material information regarding the potential for contamination at the site, in an effort to identify recognized environmental conditions in connection with the property. Property owners or occupants of neighboring properties will be contacted in an effort to identify recognized environmental conditions in connection with the assessment of abandoned properties.(6) Visit the subject property to ascertain existing conditions. Visually survey the subject property for surface water, water wells, on-site and off-site storm water drainage, and utilities servicing or passing through the site. Perform a curbside visual survey of adjacent properties to determine land usage and existing conditions, looking specifically for activities that could be of environmental concern.(7) Identify any evident or obvious on-site storage or disposal facilities, such as aboveground or underground tanks, drums, impoundments, waste piles, and landfills.(8) Identify evident or obvious on-site treatment facilities, which handle wastewaters, solid wastes, or hazardous materials, and comment on their potential for discharge of waste materials to the environment.(9) Identify evident or obvious electric transformers in service at the site and visually inspect for polychlorinated biphenyl (PCB) labels and evidence of insulating fluid leakage.(10) Evaluate the regulatory status and compliance/complaint history of on-site facilities identified during Tasks 1 through 9 based on the federal, state, and local information gathered.(11) Prepare an ESA report, summarizing the activities conducted and the information gathered in Tasks 1 through 10, listing any comments and recommendations regarding the subject property. Data gaps will be identified in the report and an opinion will be provided whether those data gaps affect the environmental professional's ability to identify recognized environmental conditions on the property. Halff Associates will provide one digital copy of the ESA report.
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	<ul style="list-style-type: none">• It has been assumed the site will be accessible, the owner will provide site access, the site visit can be conducted during one day, and multiple mobilizations to the site will not be required. It has been assumed that the user will provide information regarding the environmental cleanup liens, activity use limitations (AULs), specialized knowledge, the purchase price compared to the fair market value of the property, an assessment of commonly known or reasonably ascertainable information about the property, and/or indications of the presence or likely presence of contamination on the property as detailed in the attached <i>User Questionnaire</i>. Reasonably ascertainable regulatory files include records which can be obtained within 20 days of being requested at a cost of \$100 or less. File retrieval costs that exceed \$100 will be billed in addition to the lump sum fee on a time and materials basis. • Phase I ESAs are relatively modest investigations of the conditions that exist at a given site at the time the observations are made. Typically, only visual observations of the condition of the site are made principally to determine if investigations that are more detailed are justified. An investigation of the site conducted in a few hours can fail to detect problems that may exist at that location. Additional services that can be performed, but which are not within the scope of work for the Phase I ESA include:<ul style="list-style-type: none">○ Water sampling and analysis;○ Testing of building materials;○ Testing for asbestos-containing materials;○ Testing for lead-based paint;○ Soil borings and hydrogeological analysis;○ Ambient air sampling and dispersion modeling;○ High-volume air sampling for various contaminants;○ Storm water sampling and analysis;○ Underground storage tank testing and remediation;○ Wetlands assessments;○ Researching title records for environmental liens or activity and use limitations;○ Federal and state regulatory agency file review;○ Site clean-up and remediation; and○ Evaluation of permitting requirements. • A copy of the User Questionnaire is attached as part of this scope of work. The user must provide the information identified in the questionnaire, if available, to the environmental professional to qualify for the Landowner Liability Protections offered by the “Brownfields Amendments.” Halff would also benefit from a site map, boundary survey, appraisal, title commitment or title research concerning the site, and any previous geotechnical (soils) or environmental studies, if available. These materials can be returned to you immediately upon
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completion of the assessment, if necessary.

Basic Services

- A. Site Visit and Field Assessment** - Halff shall conduct up to one (1) site visit and perform field assessment of the corridor to verify existing features, above ground utilities, and confirm pavement and flatwork repair limits.
- B. Construction Plans** – Halff shall develop construction plans for review, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practices for projects of this nature. Preliminary design and Final design construction plans shall be prepared and will include the following plan sheets:
- Cover Sheet and Sheet Index
 - General Notes and Legend Sheet
 - Typical Sections Sheet
 - Project Layout Sheet (Scale: 1"=50')
 - Demolition Plan Sheet (Scale: 1" = 20')
 - Paving Plan and Profile Sheet(s) (Scale: 1" = 20')
 - Grading Plan Sheet(s) (Scale: 1" = 20')
 - Drainage Area Map Sheets (Scale: Adequate to show associated drainage areas)
 - HGL and Inlet Calculations
 - Storm Drain Plan and Profile Sheet(s) (Scale: 1" = 20')
 - Erosion Control Plan Sheet(s) (Scale: 1" = 20')
 - Traffic Control and Sequence Plan Sheet (Scale: 1" = 50')
 - Pavement Markings and Signage Plan Sheet (Scale: 1" = 20')
 - Detail Sheets
 - Cross Sections
- C. Design and Review** – The design of the project shall be in accordance with the Town of Hickory Creek ordinances, standard details, and good Engineering practices. Preliminary plans shall be prepared and submitted at the 60% and 90% milestone followed by final plans prepared and submitted at a 100% milestone. During development of the plans, Halff shall attend up to two (2) meetings. Halff shall, in company with the Town, perform at least one plans-in-hand review meeting and one (1) miscellaneous meeting, as needed.
- D. Specifications and Opinion of Probable Construction Costs (OPCC)** – Halff shall prepare a project manual and technical specifications required for bidding and constructing the project at the 90% and 100% milestones. The project manual will be provided in the Town's standard format. Only specifications amending or supplementing NCTCOG specifications need be furnished. Project manual, specifications, bid items and quantities shall be furnished on hard copy and by electronic file. Estimates of probable cost will be developed at each milestone submittal.

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E. Bidding – During the bidding phase, Halff will prepare bid documents and assist the Town in advertising the project for bid. Halff will address technical questions and prepare up to one (1) addenda and issue to the bidders. Halff shall also attend and prepare agenda for a pre-bid meeting facilitated by the Town. Halff shall attend the bid opening meeting. Halff will tabulate bids and provide a reference summary letter to award the contract.

F. Construction Administration – Halff assumes the construction phase for the project will last no more than five (5) months, and the following scope represents effort expected for that duration. If the construction phase lasts longer or requires more effort than assumed, additional construction administration services can be provided to the Town on an hourly basis as needed and requested.

- Attend one (1) pre-construction meeting.
- Halff shall attend five (5) monthly progress meetings, as required, and document each meeting with written minutes. Halff shall visit the project site at the request of the Town, maximum two (2) site visits as construction proceeds to observe and report on the progress and quality of the executed work. In performing these services, Halff will endeavor to protect the Town against defects and deficiencies in the work of the Contractor. However, Halff cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of the construction operations or for the safety measures that the Contractor takes or should take.
- Review up to six (6) shop drawings and Contractor submittals.
- Review laboratory test reports on materials and equipment.
- Review up to six (6) monthly payment applications and one (1) retaining pay application submitted by the Contractor.
- Prepare and negotiate up to one (1) Change Order between the Contractor and the Town.
- Prepare record drawings from information supplied by the Contractor, incorporating all changes and known variations. Record drawings shall be delivered in a digital format to the Town.

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

Exclusions

Other services, not included in this task order authorization, will be negotiated with the Town as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate. Additional services shall be considered any services not specifically listed in this “Scope of Work” section of Exhibit A of this task order authorization. Available additional services can be found in the next section.

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<p>Additional Services Available:</p>	<ul style="list-style-type: none"> • Geotechnical Investigation Services • Construction Engineering and Inspection Services • Right of Way and Easement Services • Drainage Modeling and Permitting Services <p>If during the design any of the above services listed are deemed a requirement for completion of the design or project, they can be detailed, provided and negotiated for an additional fee.</p>
<p>Deliverables:</p>	<ol style="list-style-type: none"> 1. Preliminary (60% and 90%) Design Package: Three (3) sets of half-size preliminary plans, one (1) preliminary project manual, one (1) preliminary construction cost estimate at both the 60% and 90% design stages. 2. Final (100%) Design Package: Up to six (6) sets of half-size final plans and up to three (3) final project manuals for bidding and construction. One (1) final construction cost estimate.
<p>Items Furnished by Town:</p>	<ol style="list-style-type: none"> 1. All available as-builts, record drawings and other records of the area from the Town. 2. Town review comments on preliminary plans and project manual.
<p>Schedule:</p>	<ul style="list-style-type: none"> - Completion/furnishing 60% preliminary plans, specifications, bid quantities and construction cost estimate: 120 calendar days from date of written authorization to begin the work. - Completion/furnishing 90% preliminary plans, specifications, bid quantities and construction cost estimate: 60 calendar days from date of receipt of 60% Preliminary Town Comments. - Completion/ furnishing 100% final plans, specifications, bid quantities and construction cost estimate: 30 calendar days from date of receipt of 90% Preliminary Town Comments. - Bidding Services: In accordance with the Town’s advertisement schedule. - Construction Administration Services: In accordance with construction schedule (estimated to be 180 calendar days total). - Closure: 30 calendar days from the date of construction completion.
<p>Fees:</p>	<ol style="list-style-type: none"> 1. Special Services - \$29,900.00 2. Basic Services <ul style="list-style-type: none"> • Construction Plans, Specifications and Estimates (PS&E) - \$102,700.00 • Bidding and Construction Phase Services - \$32,300.00

**Town of Hickory Creek, Texas
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	<p>Total Fee: \$164,900.00</p> <p>This is a (<u>Lump Sum</u>) Fee for Special Services and for the PS&E under Basic Services and will be billed monthly on an hourly basis. The Bidding and Construction Phase Services will be billed as a (Cost Plus Maximum) Fee. 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 the Rate Schedule and the Unit Pricing Schedule included in the master agreement. The maximum amount of this Task Order will not be exceeded without written authorization from the Town.</p>
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Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis**, dated March 12, 2012, between Halff Associates and the Town of Hickory Creek. Halff Associates will bill the above described services under project number AVO 37638.124, Phase 000500.

Submitted:

Approved:

HALFF ASSOCIATES, INC.

TOWN OF HICKORY CREEK, TEXAS

By: _____
 Signature

By: _____
 Signature

Jacob T. Hays, PE
 Printed Name

Lynn C. Clark
 Printed Name

Director of Public Works
 Title

Mayor
 Title

 Date

08/05/2024
 Date

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0805-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, PROPOSING A TAX WHICH REPRESENTS THE NO-NEW-REVENUE TAX RATE FOR 2024; SETTING A DATE, TIME AND PLACE TO ADOPT THE 2024 TAX RATE.

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

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

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

Section 1: The Town Council proposes a tax rate for the 2024 tax year of \$0.223060 per \$100 per valuation which represents the No-New-Revenue Tax Rate.

Section 2: The Town Council hereby approves the placement of an item on the September 16, 2024 Town Council special meeting agenda to vote to adopt the proposed tax rate of 0.223060 per \$100 valuation, said meeting to be held at 6:00 p.m. in the Town Council Chambers of the Town Hall of the Town of Hickory Creek, Texas.

Section 3: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 5th day of August, 2024.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

2024 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

TOWN OF HICKORY CREEK

Taxing Unit Name

Phone (area code and number)

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

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

Taxing Unit's Website Address

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

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

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

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

SECTION 1: No-New-Revenue Tax Rate

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

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

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

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 1,039,475,813
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 1,039,475,813
4.	Prior year total adopted tax rate.	\$ 0.236686 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values: \$ 21,928,160 B. Prior year values resulting from final court decisions: - \$ 19,833,000 C. Prior year value loss. Subtract B from A. ³	\$ 2,095,160
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ 10,630,576 B. Prior year disputed value: - \$ 2,126,115 C. Prior year undisputed value. Subtract B from A. ⁴	\$ 8,504,461
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 10,599,621

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 1,050,075,434
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024. Enter the prior year value of property in deannexed territory. ⁵	\$ 0
10.	<p>Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.</p> <p>A. Absolute exemptions. Use prior year market value: \$ 10,016</p> <p>B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 3,324,084</p> <p>C. Value loss. Add A and B.⁶</p>	\$ 3,334,100
11.	<p>Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.</p> <p>A. Prior year market value: \$ 238,584</p> <p>B. Current year productivity or special appraised value: - \$ 125</p> <p>C. Value loss. Subtract B from A.⁷</p>	\$ 238,459
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 3,572,559
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 1,046,502,875
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 2,476,925
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁹	\$ 10,002
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 2,486,927
18.	<p>Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹¹</p> <p>A. Certified values: \$ 1,177,557,388</p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ _____</p> <p>C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0</p> <p>D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.¹² - \$ 0</p> <p>E. Total current year value. Add A and B, then subtract C and D.</p>	\$ 1,177,557,388

⁵ Tex. Tax Code §26.012(15)

⁶ Tex. Tax Code §26.012(15)

⁷ Tex. Tax Code §26.012(15)

⁸ Tex. Tax Code §26.03(c)

⁹ Tex. Tax Code §26.012(13)

¹⁰ Tex. Tax Code §26.012(13)

¹¹ Tex. Tax Code §26.012, 26.04(c-2)

¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<p>Total value of properties under protest or not included on certified appraisal roll. ¹³</p> <p>A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>3,311,711</u></p> <p>B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u></p> <p>C. Total value under protest or not certified. Add A and B. \$ <u>3,311,711</u></p>	
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the home- steads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>0</u>
21.	Current year total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>1,180,869,099</u>
22.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ¹⁸	\$ <u>0</u>
23.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ¹⁹	\$ <u>65,956,539</u>
24.	Total adjustments to the current year taxable value. Add Lines 22 and 23.	\$ <u>65,956,539</u>
25.	Adjusted current year taxable value. Subtract Line 24 from Line 21.	\$ <u>1,114,912,560</u>
26.	Current year NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.223060</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²¹	\$ _____ /\$100

SECTION 2: Voter-Approval Tax Rate

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

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

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

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ <u>0.157506</u> /\$100
29.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>1,050,075,434</u>

¹³ Tex. Tax Code §26.01(c) and (d)
¹⁴ Tex. Tax Code §26.01(c)
¹⁵ Tex. Tax Code §26.01(d)
¹⁶ Tex. Tax Code §26.012(6)(B)
¹⁷ Tex. Tax Code §26.012(6)
¹⁸ Tex. Tax Code §26.012(17)
¹⁹ Tex. Tax Code §26.012(17)
²⁰ Tex. Tax Code §26.04(c)
²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total prior year M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 1,653,931
31.	<p>Adjusted prior year levy for calculating NNR M&O rate.</p> <p>A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding the prior tax year. + \$ 6,446</p> <p>B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. - \$ 0</p> <p>C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0</p> <p>D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 6,446</p> <p>E. Add Line 30 to 31D.</p>	\$ 1,660,377
32.	Adjusted current year taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,114,912,560
33.	Current year NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.148924 /\$100
34.	<p>Rate adjustment for state criminal justice mandate. ²³</p> <p>A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p>B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ _____ /\$100
35.	<p>Rate adjustment for indigent health care expenditures. ²⁴</p> <p>A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ 0</p> <p>B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100

²² [Reserved for expansion]
²³ Tex. Tax Code §26.044
²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<p>Rate adjustment for county indigent defense compensation. ²⁵</p> <p>A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender’s office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. \$ 0</p> <p>B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender’s office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose. \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0.</p>	\$ 0.000000 /\$100
37.	<p>Rate adjustment for county hospital expenditures. ²⁶</p> <p>A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ 0</p> <p>B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100</p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100</p> <p>E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	\$ 0.000000 /\$100
38.	<p>Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.</p> <p>A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ 0</p> <p>B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ 0.000000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100
39.	<p>Adjusted current year NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	\$ 0.148924 /\$100
40.	<p>Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.</p> <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ 326,028</p> <p>B. Divide Line 40A by Line 32 and multiply by \$100 \$ 0.029242 /\$100</p> <p>C. Add Line 40B to Line 39.</p>	\$ 0.178166 /\$100
41.	<p>Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.</p> <p>Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p>Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	\$ 0.184401 /\$100

²⁵ Tex. Tax Code §26.0442

²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<p>Disaster Line 41 (D41): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or</p> <p>2) the third tax year after the tax year in which the disaster occurred</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ 0.000000 /\$100
42.	<p>Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes,</p> <p>(2) are secured by property taxes,</p> <p>(3) are scheduled for payment over a period longer than one year, and</p> <p>(4) are not classified in the taxing unit’s budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸</p> <p>Enter debt amount \$ 848,775</p> <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0</p> <p>D. Subtract amount paid from other resources - \$ 0</p> <p>E. Adjusted debt. Subtract B, C and D from A. \$ 848,775</p>	\$ 848,775
43.	Certified prior year excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 0
44.	Adjusted current year debt. Subtract Line 43 from Line 42E.	\$ 848,775
45.	<p>Current year anticipated collection rate.</p> <p>A. Enter the current year anticipated collection rate certified by the collector. ³⁰ 100.00 %</p> <p>B. Enter the prior year actual collection rate..... 99.43 %</p> <p>C. Enter the 2022 actual collection rate. 99.44 %</p> <p>D. Enter the 2021 actual collection rate. 99.51 %</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹</p>	100.00 %
46.	Current year debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 848,775
47.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,180,869,099
48.	Current year debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.071877 /\$100
49.	Current year voter-approval tax rate. Add Lines 41 and 48.	\$ 0.256278 /\$100
D49.	<p>Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ 0.000000 /\$100

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

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.000000 /\$100

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

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

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

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 321,467
53.	Current year total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,180,869,099
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.027222 /\$100
55.	Current year NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.223060 /\$100
56.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.223060 /\$100
57.	Current year voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.256278 /\$100
58.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.229056 /\$100

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

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

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

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	Current year total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,180,869,099
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0.000000 /\$100

³² Tex. Tax Code §26.041(d)
³³ Tex. Tax Code §26.041(i)
³⁴ Tex. Tax Code §26.041(d)
³⁵ Tex. Tax Code §26.04(c)
³⁶ Tex. Tax Code §26.04(c)
³⁷ Tex. Tax Code §26.045(d)
³⁸ Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
62.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.229056 /\$100

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

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.³⁹ The Foregone Revenue Amount for each year is equal to that year’s adopted tax rate subtracted from that year’s voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year’s current total value.⁴⁰ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate that was used must be backed out of the calculation for that year.

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

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴¹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴² or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴³

Individual components can be negative, but the overall rate will be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴⁴

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2023 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100	\$ 0.251975 /\$100 \$ 0.013826 /\$100 \$ 0.238149 /\$100 \$ 0.236686 /\$100 \$ 0.001463 /\$100 \$ 1,056,485.887 \$ 15,456
64.	Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2022 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100	\$ 0.284143 /\$100 \$ 0.007061 /\$100 \$ 0.277082 /\$100 \$ 0.270317 /\$100 \$ 0.006765 /\$100 \$ 891,474,719 \$ 60,308
65.	Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 65) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2021 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100	\$ 0.314341 /\$100 \$ 0.004796 /\$100 \$ 0.309545 /\$100 \$ 0.307280 /\$100 \$ 0.002265 /\$100 \$ 745,322,425 \$ 16,881
66.	Total Foregone Revenue Amount. Add Lines 63G, 64G and 65G	\$ 92,645 /\$100
67.	2024 Unused Increment Rate. Divide Line 66 by Line 21 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.007845 /\$100
68.	Total 2024 voter-approval tax rate, including the unused increment rate. Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ 0.236901 /\$100

³⁹ Tex. Tax Code §26.013(b)
⁴⁰ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
⁴¹ Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
⁴² Tex. Tax Code §§26.0501(a) and (c)
⁴³ Tex. Local Gov't Code §120.007(d)
⁴⁴ Tex. Local Gov't Code §120.007(d)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
69.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	0.148924
70.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,180,869,099
71.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.042341 /\$100
72.	Current year debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.071877 /\$100
73.	De minimis rate. Add Lines 69, 71 and 72.	\$ 0.263142 /\$100

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

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁸

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁹

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

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

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

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	2023 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.236686 /\$100
75.	Adjusted 2023 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁰ Enter the final adjusted 2023 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
76.	Increase in 2023 tax rate due to disaster. Subtract Line 75 from Line 74.	\$ 0.000000 /\$100
77.	Adjusted 2023 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,046,502,875
78.	Emergency revenue. Multiply Line 76 by Line 77 and divide by \$100.	\$ 0
79.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,114,912,560
80.	Emergency revenue rate. Divide Line 78 by Line 79 and multiply by \$100. ⁵¹	\$ 0.000000 /\$100

⁴⁴ Tex. Tax Code §26.04(c)(2)(B)
⁴⁵ Tex. Tax Code §26.012(8-a)
⁴⁶ Tex. Tax Code §26.063(a)(1)
⁴⁷ Tex. Tax Code §26.042(b)
⁴⁸ Tex. Tax Code §26.042(f)
⁴⁹ Tex. Tax Code §26.42(c)
⁵⁰ Tex. Tax Code §26.42(c)
⁵¹ Tex. Tax Code §26.42(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
81.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ <u>0.236901</u> /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

<p>No-new-revenue tax rate. \$ <u>0.223060</u> /\$100 As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: <u>26</u></p>	\$ <u>0.223060</u> /\$100
<p>Voter-approval tax rate. \$ <u>0.236901</u> /\$100 As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue). Indicate the line number used: <u>68</u></p>	\$ <u>0.236901</u> /\$100
<p>De minimis rate. \$ <u>0.263142</u> /\$100 If applicable, enter the current year de minimis rate from Line 73.</p>	\$ <u>0.263142</u> /\$100

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit’s certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵²

print here ➔ KRISTI ROGERS

 Printed Name of Taxing Unit Representative

sign here ➔ _____
 Taxing Unit Representative

_____ Date

⁵² Tex. Tax Code §§26.04(c-2) and (d-2)

**Town of Hickory Creek
2024-2025
Fiscal Year Proposed Budget August 5, 2024**

	2022-23 FY Actuals	2023-24 FY Actuals as of 6/30/24	2023-24 FY Adopted Budget 8/28/23	2023-24 FY Amended Budget 4/8/24	2024-25 FY Proposed Budget	Variations from 2023-2024 FY Adopted Budget
Ad Valorem Tax Revenue						
4002 M&O	1,574,282.32	1,634,423.49	1,664,029.00	1,664,029.00	1,785,273.00	
4004 M&O Penalties & Interest	8,160.89	6,257.06	2,500.00	4,000.00	4,500.00	
4006 Delinquent M&O	7,783.77	-997.09	1,000.00	2,000.00	1,000.00	
4008 I&S Debt Service	836,649.80	811,402.43	836,526.00	836,526.00	848,773.00	
4010 I&S Penalties & Interest	3,960.94	14,978.80	1,500.00	15,000.00	3,000.00	
4012 Delinquent I&S	4,107.39	-624.56	500.00	1,200.00	500.00	
Total Ad Valorem Tax Revenue	2,434,945.11	2,465,440.13	2,506,055.00	2,522,755.00	2,643,046.00	5.47%
Building Department Revenue						
4102 Building Permits	3,380,798.71	670,065.79	275,000.00	650,000.00	275,000.00	
4104 Certificate of Occupancy	38,500.00	6,500.00	6,000.00	7,000.00	3,500.00	
4106 Contractor Registration	9,675.00	3,900.00	2,500.00	2,500.00	2,500.00	
4108 Preliminary/ Final Plat	11,050.00	4,250.00	0.00	1,700.00	0.00	
4110 Preliminary/Final Site Plan	23,876.00	5,726.00	0.00	2,100.00	0.00	
4112 Health Inspections	7,820.00	8,740.00	10,000.00	10,000.00	10,000.00	
4122 Septic Permits	1,275.00	2,125.00	1,100.00	2,125.00	2,000.00	
4124 Sign Permits	1,550.00	2,600.00	1,000.00	3,000.00	2,000.00	
4126 Special Use Permit	0.00	0.00	200.00	200.00	200.00	
4128 Variance Fee	4,075.00	500.00	1,500.00	1,500.00	1,500.00	
4130 Vendor Fee	100.00	800.00	75.00	225.00	550.00	
4132 Alarm Permit Fees	325.00	300.00	500.00	500.00	250.00	
Total Building Department Revenue	3,479,044.71	705,506.79	297,875.00	680,850.00	297,500.00	-0.13%
Franchise Fee Revenue						
4202 Atmos Energy	89,407.77		23-24 Deletion	23-24 Deletion	23-24 Deletion	
4204 Charter Communications	39,857.57		23-24 Deletion	23-24 Deletion	23-24 Deletion	
4206 Century Link	0.00		23-24 Deletion	23-24 Deletion	23-24 Deletion	
4208 CoServ	6,070.89		23-24 Deletion	23-24 Deletion	23-24 Deletion	
4210 Oncor Electric	143,313.48		23-24 Deletion	23-24 Deletion	23-24 Deletion	
4212 Republic Services	63,314.90		23-24 Deletion	23-24 Deletion	23-24 Deletion	
4214 Electric	23-24 Addition	211,195.40	155,000.00	207,500.00	225,000.00	
4216 Gas	23-24 Addition	81,977.51	90,000.00	90,000.00	90,000.00	
4218 Telecom	23-24 Addition	23,987.87	45,000.00	32,000.00	30,000.00	
4220 Solid Waste	23-24 Addition	47,277.37	50,000.00	50,000.00	65,000.00	
Total Franchise Fee Revenue	341,964.61	364,438.15	340,000.00	379,500.00	410,000.00	20.59%
Interest Revenue						
4330 General Fund Interest	34.11	38.73	25.00	40.00	25.00	
4332 Investment Interest	529,746.09	531,355.95	60,000.00	400,000.00	250,000.00	
Total Interest Revenue	529,780.20	531,394.68	60,025.00	400,040.00	250,025.00	316.53%
Interlocal Revenue						
4402 Corp Contract Current Year	57,869.28	17,057.12	58,788.00	64,215.00	64,215.00	
Total Interlocal Revenue	57,869.28	17,057.12	58,788.00	64,215.00	64,215.00	9.23%

**Town of Hickory Creek
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Miscellaneous Revenue						
4502 Animal Adoption & Impound	26,247.70	19,079.88	18,000.00	18,000.00	23,500.00	
4506 Animal Shelter Donations	2,020.00	555.35	1,000.00	1,000.00	1,000.00	
4508 Annual Park Passes	42,908.00	26,861.35	30,000.00	30,000.00	30,000.00	
4510 Arrowhead Park Fees	69,613.00	55,005.00	40,000.00	40,000.00	40,000.00	
4512 Beer & Wine Permit	60.00	60.00	150.00	150.00	150.00	
4516 Corp Parks Fund Reserve	0.00	0.00	0.00	0.00	0.00	
4518 Drug Forfeiture	2,583.75	10,008.85	60,000.00	60,000.00	0.00	
4520 Drug Seizure	94,905.60	3,523.00	0.00	0.00	0.00	
4524 Fund Balance Reserve	0.00	0.00	2,654,385.00	2,196,978.56	3,384,834.00	
4526 Mineral Rights	996.24	250.55	1,000.00	1,000.00	500.00	
4530 Other Receivables	119,829.73	68,540.15	75,000.00	75,000.00	75,000.00	
4534 PD State Training	1,113.51	2,943.33	0.00	2,943.33	0.00	
4536 Point Vista Park Fees	14,135.00	7,241.00	12,000.00	12,000.00	9,000.00	
4546 Street Improvement Restricted	0.00	0.00	0.00	0.00	0.00	
4550 Sycamore Bend Park Fees	27,226.00	29,363.00	25,000.00	25,000.00	30,000.00	
4554 Building Security Fund Reserve	0.00	0.00	0.00	0.00	0.00	
4556 Court Technology Fund Reserve	0.00	0.00	0.00	0.00	0.00	
4558 Harbor Lane/Sycamore Bend	12,250.00	1,750.00	0.00	0.00	0.00	
4560 2020 CO Proceeds	0.00	0.00	1,100,000.00	1,100,000.00	1,381,412.00	
4562 Coronavirus Local Recovery	0.00	0.00	200,000.00	275,650.00	0.00	
4564 Task Force Forfeiture	0.00	0.00	0.00	0.00	0.00	
4566 Interlocal Agreements	173,700.00	192,661.32	198,135.00	198,135.00	205,000.00	
4568 Opioid Settlements	5,182.52	1,008.22	0.00	0.00	0.00	
Total Miscellaneous Revenue	592,771.05	418,851.00	4,414,670.00	4,035,856.89	5,180,396.00	17.35%
Municipal Court Revenue						
4602 Building Security Fee	17,263.30	13,458.14	18,023.00	18,023.00	18,023.00	
4604 Citations	513,157.23	431,034.13	550,000.00	550,000.00	550,000.00	
4606 Court Technology	14,276.82	10,867.36	15,936.00	15,936.00	15,936.00	
4608 Jury Fee	339.32	452.72	200.00	200.00	200.00	
4610 Truancy Fee	16,747.42	13,441.21	0.00	0.00	0.00	
4612 State Court Costs	271,238.94	224,621.15	311,060.00	311,060.00	311,060.00	
4614 Child Safety Fees	125.00	347.94	800.00	800.00	800.00	
Total Municipal Court Revenue	833,148.03	694,222.65	896,019.00	896,019.00	896,019.00	0.00%
Sales Tax Revenue						
4702 Sales Tax General Fund	2,179,800.25	1,661,962.99	2,100,000.00	2,100,000.00	2,333,625.00	
4706 Sales Tax 4B Corporation	311,400.04	237,423.30	300,000.00	300,000.00	333,375.00	
4708 Sales Tax Mixed Beverage	36,517.67	29,141.20	35,000.00	35,000.00	38,000.00	
4710 Hotel Occupancy Tax	5,111.77	4,608.77	0.00	5,000.00	5,000.00	
Total Sales Tax Revenue	2,532,829.73	1,933,136.26	2,435,000.00	2,440,000.00	2,710,000.00	11.29%
Total Revenue	10,802,352.72	7,130,046.78	11,008,432.00	11,419,235.89	12,451,201.00	13.11%

**Town of Hickory Creek
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	2022-23 FY Actuals	2023-24 FY Actuals as of 6/30/24	2023-24 FY Adopted Budget 8/28/23	2023-24 FY Amended Budget 4/8/24	2024-25 FY Proposed Budget	Variations from 2023-2024 FY Adopted Budget
Capital Outlay Expense						
5010 Street Maintenance	14,290.95	6,294.14	25,000.00	25,000.00	25,000.00	
5012 Streets & Road Improvement	719,303.71	-89,537.84	500,000.00	500,000.00	2,107,000.00	
5022 Parks and Rec Improvements	126,171.71	63,244.50	2,300,000.00	2,300,000.00	2,000,000.00	
5024 Public Safety Improvements	408,203.81	75,616.33	0.00	75,650.00	0.00	
5026 Fleet Vehicles	289,247.37	253,013.23	60,000.00	265,000.00	62,000.00	
5030 Sycamore Bend Construction	-153,109.16	23-24 Deletion	23-24 Deletion	23-24 Deletion	23-24 Deletion	
5030 Broadband Initiative	147,399.53	204,195.38	200,000.00	205,000.00	0.00	
5032 Denton County TRIP22 Projects	23-24 Addition	561,634.27	1,100,000.00	1,100,000.00	1,100,000.00	
5034 Animal Shelter Expansion	24-25 Addition	24-25 Addition	24-25 Addition	24-25 Addition	50,000.00	
Total Capital Outlay	1,551,507.92	1,074,460.01	4,185,000.00	4,470,650.00	5,344,000.00	27.69%
Debt Service Expense						
5106 2012 Refunding Bond Series	82,114.92	23-24 Deletion	23-24 Deletion	23-24 Deletion	23-24 Deletion	0.00
5110 2015 Refunding Bond Series	308,251.25	46,814.99	316,450.00	316,450.00	314,875.00	
5112 2015 C.O. Series	277,901.25	51,990.02	271,800.00	271,800.00	276,875.00	
5114 2020 C.O. Series	252,451.25	51,314.99	254,450.00	254,450.00	257,025.00	
Total Debt Service	920,718.67	150,120.00	842,700.00	842,700.00	848,775.00	0.72%
General Government Expense						
5202 Bank Service Charges	180.00	95.00	200.00	200.00	200.00	
5204 Books & Subscriptions	207.00	0.00	300.00	300.00	300.00	
5206 Computer Hardware/Software	108,887.90	33,676.40	75,000.00	60,000.00	60,000.00	
5208 Copier Rental	3,517.86	3,020.70	3,600.00	3,600.00	3,600.00	
5210 Dues & Memberships	3,495.25	2,691.46	3,500.00	3,500.00	3,500.00	
5212 EDC Tax Payment	311,411.04	237,435.27	300,000.00	300,000.00	333,375.00	
5214 Election Expenses	14,908.19	0.00	15,000.00	0.00	15,000.00	
5216 Volunteer/Staff Events	9,209.59	4,931.59	8,000.00	8,000.00	7,000.00	
5218 General Communications	26,625.30	22,778.77	32,000.00	32,000.00	32,000.00	
5222 Office Supplies & Equip.	1,816.02	1,844.39	3,000.00	3,000.00	3,000.00	
5224 Postage	8,854.98	6,423.82	6,200.00	7,000.00	7,000.00	
5226 Community Cause	6,653.26	1,439.03	3,000.00	3,000.00	2,000.00	
5228 Town Council/Board Expense	10,032.73	3,552.81	10,000.00	10,000.00	6,500.00	
5230 Training & Education	1,779.15	1,430.33	1,500.00	1,500.00	1,500.00	
5232 Travel Expense	1,460.17	109.73	2,000.00	2,000.00	1,500.00	
5234 Staff Uniforms	794.09	787.30	800.00	800.00	800.00	
5236 Transfer to Reserve	0.00	0.00	0.00	0.00	0.00	
Total General Government	509,832.53	320,216.60	464,100.00	434,900.00	477,275.00	2.84%
Municipal Court Expense						
5302 Books & Subscriptions	0.00	80.21	75.00	100.00	100.00	
5304 Building Security	39.96	4,031.51	18,023.00	18,023.00	18,023.00	
5312 Court Technology	13,764.48	8,607.35	15,963.00	15,963.00	15,963.00	
5314 Dues & Memberships	55.00	55.00	150.00	150.00	150.00	
5318 Merchant Fees/Credit Cards	3,230.06	5,932.10	2,500.00	5,000.00	5,000.00	
5322 Office Supplies/Equipment	783.60	358.34	1,000.00	1,000.00	100.00	
5324 State Court Costs	266,468.73	238,081.36	311,060.00	311,060.00	311,060.00	
5326 Training & Education	300.00	300.00	500.00	500.00	1,000.00	
5328 Travel Expense	47.16	0.00	500.00	500.00	1,000.00	
5332 Warrants Collected	3,423.81	-4,258.24	2,500.00	2,500.00	2,500.00	
Total Municipal Court	288,112.80	253,187.63	352,271.00	354,796.00	354,896.00	0.75%

**Town of Hickory Creek
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Parks and Recreation Expense						
5402 Events	0.00	658.75	1,500.00	1,500.00	1,500.00	
5408 Tanglewood Park	3,914.75	4,961.43	45,000.00	45,000.00	5,000.00	
5412 KHCB	200.00	200.00	500.00	500.00	500.00	
5414 Tree City USA	228.13	400.00	500.00	500.00	500.00	
5416 Town Hall Park	0.00	189.00	0.00	0.00	0.00	
Total Parks and Recreation	4,342.88	6,409.18	47,500.00	47,500.00	7,500.00	-84.21%
Parks Corps of Engineer Expense						
5412 Arrowhead	115,602.80	29,226.75	38,500.00	38,500.00	39,000.00	
5414 Harbor Grove	2,919.41	2,525.54	10,000.00	10,000.00	10,500.00	
5416 Point Vista	7,001.37	9,675.29	15,000.00	15,000.00	15,500.00	
5418 Sycamore Bend	24,794.80	37,530.42	43,500.00	43,500.00	44,000.00	
Total Parks Corps of Engineer	150,318.38	78,958.00	107,000.00	107,000.00	109,000.00	1.87%
Personnel Expense						
5502 Administration Wages	419,939.25	327,321.82	435,826.00	435,826.00		
5504 Municipal Court Wages	79,303.50	61,676.42	87,736.00	87,736.00		
5506 Police Wages	1,030,245.37	822,639.07	1,230,354.00	1,230,354.00		
5507 Police Overtime Wages	39,322.39	33,783.77	20,000.00	40,000.00		
5508 Public Works Wages	254,952.61	192,742.41	275,624.00	275,624.00		
5509 Public Works Overtime Wages	7,458.90	4,040.42	4,500.00	4,500.00		
5510 Health Insurance	281,416.64	173,337.74	255,054.00	255,054.00		
5512 Longevity	14,265.00	14,180.00	13,950.00	14,180.00		
5514 Payroll Expense	27,978.52	23,260.77	25,000.00	25,000.00		
5516 Employment Exams	3,115.15	1,105.00	2,500.00	2,500.00		
5518 Retirement (TMRS)	290,428.71	217,399.20	316,117.00	316,117.00		
5520 Unemployment (TWC)	270.08	3,095.48	2,500.00	2,500.00		
5522 Workman's Compensation	40,155.14	53,186.00	48,996.00	53,200.00		
Total Personnel	2,488,851.26	1,927,768.10	2,718,157.00	2,742,591.00	3,016,850.00	10.99%
Police Department Expense						
5602 Auto Gas & Oil	53,912.00	43,743.63	37,000.00	50,000.00	50,000.00	
5606 Auto Maintenance & Repair	44,581.45	80,480.32	25,000.00	75,000.00	65,000.00	
5610 Books & Subscriptions	575.63	571.71	500.00	6,000.00	600.00	
5612 Computer Hardware/Software	39,158.87	60,353.99	75,500.00	75,500.00	75,500.00	
5614 Crime Lab Analysis	3,713.71	1,879.58	6,500.00	6,500.00	5,000.00	
5616 Drug Forfeiture	4,839.79	42,071.29	0.00	30,630.89	0.00	
5618 Dues & Memberships	0.00	0.00	500.00	500.00	500.00	
5626 Office Supplies/Equipment	2,577.15	1,162.02	2,000.00	2,000.00	2,000.00	
5630 Personnel Equipment	44,386.09	32,284.30	40,000.00	40,000.00	40,000.00	
5634 Travel Expense	2,173.26	570.40	2,000.00	2,000.00	1,500.00	
5636 Uniforms	9,578.22	10,544.04	10,000.00	12,000.00	12,000.00	
5640 Training & Education	11,927.91	6,937.42	8,500.00	8,500.00	8,500.00	
5644 Citizens on Patrol	0.00	0.00	250.00	250.00	100.00	
5646 Community Outreach	948.59	618.13	3,000.00	300.00	1,500.00	
5648 K9 Unit	-4,926.73	1,173.13	5,000.00	5,000.00	3,500.00	
5650 Task Force Forfeiture	0.00	0.00	10,000.00	10,000.00	0.00	
Total Police Department	213,445.94	282,389.96	225,750.00	324,180.89	265,700.00	17.70%

**Town of Hickory Creek
2024-2025
Fiscal Year Proposed Budget August 5, 2024**

	2022-23 FY Actuals	2023-24 FY Actuals as of 6/30/24	2023-24 FY Adopted Budget 8/28/23	2023-24 FY Amended Budget 4/8/24	2024-25 FY Proposed Budget	Variations from 2023-2024 FY Adopted Budget
Public Works Department Expense						
5702 Animal Control Donation	295.00	697.61	1,000.00	1,000.00	1,000.00	
5704 Animal Control Equipment	1,683.03	3,018.64	1,000.00	1,000.00	2,500.00	
5706 Animal Control Supplies	6,469.82	3,730.70	5,000.00	5,000.00	5,000.00	
5708 Animal Control Vet Fees	25,034.96	14,334.04	15,000.00	25,000.00	25,000.00	
5710 Auto Gas & Oil	18,536.80	13,902.83	20,000.00	20,000.00	20,000.00	
5714 Auto Maintenance/Repair	15,114.01	7,606.28	10,000.00	10,000.00	10,000.00	
5716 Beautification	-1,055.80	20,031.64	150,000.00	125,000.00	85,000.00	
5718 Computer Hardware/Software	25,709.46	6,024.12	2,000.00	3,500.00	3,500.00	
5720 Dues & Memberships	100.00	369.00	350.00	450.00	450.00	
5722 Equipment	845.00	-7,131.05	5,000.00	2,500.00	2,500.00	
5724 Equipment Maintenance	9,665.72	27,895.75	4,000.00	22,000.00	35,000.00	
5726 Equipment Rental	330.00	97.90	1,000.00	1,000.00	1,000.00	
5728 Equipment Supplies	5,758.05	3,165.18	5,000.00	5,000.00	5,000.00	
5732 Office Supplies/Equipment	1,021.96	1,432.23	800.00	1,750.00	1,750.00	
5734 Communications	4,334.93	3,430.92	3,800.00	3,800.00	3,800.00	
5738 Training	879.15	415.00	800.00	800.00	800.00	
5740 Travel Expense	2,266.10	28.15	3,000.00	3,000.00	2,000.00	
5742 Uniforms	3,498.80	1,804.78	2,800.00	2,800.00	2,800.00	
5748 Landscaping Services	80,472.58	38,038.42	90,000.00	90,000.00	90,000.00	
Total Public Works Department	200,959.57	138,892.14	320,550.00	323,600.00	297,100.00	-7.32%
Services Expense						
5802 Appraisal District	13,885.04	12,385.98	17,500.00	16,525.00	17,500.00	
5804 Attorney Fees	59,238.10	83,057.19	60,000.00	50,000.00	100,000.00	
5806 Audit	15,000.00	15,500.00	15,000.00	15,500.00	15,500.00	
5808 Codification	0.00	0.00	2,000.00	2,000.00	2,000.00	
5812 Document Management	1,530.00	0.00	750.00	750.00	750.00	
5814 Engineering	183,571.15	122,367.90	175,000.00	175,000.00	95,000.00	
5816 General Insurance	43,717.80	51,906.86	50,276.00	51,915.00	54,500.00	
5818 Inspections	99,910.00	45,278.00	32,500.00	50,000.00	42,000.00	
5820 Fire Service	970,692.00	970,692.00	970,692.00	970,692.00	970,692.00	
5822 Legal Notices/Advertising	5,262.78	1,130.48	4,000.00	2,000.00	2,000.00	
5824 Library Services	1,232.60	1,079.00	1,200.00	1,200.00	1,200.00	
5826 Municipal Judge	13,821.00	10,200.00	13,800.00	13,800.00	13,800.00	
5828 Printing	2,847.29	1,172.75	2,500.00	2,500.00	2,500.00	
5830 Tax Collection	2,851.00	2,979.00	3,000.00	3,000.00	3,500.00	
5832 Computer Technical Support	42,081.20	44,615.46	45,000.00	45,000.00	45,000.00	
5838 Denton County Children's Advocacy	3,400.00	0.00	7,228.00	7,228.00	3,780.00	
5840 Denton County Dispatch	29,383.00	0.00	38,508.00	38,508.00	45,183.00	
5844 Helping Hands	0.00	0.00	200.00	200.00	200.00	
5846 Span Transit Services	0.00	2,914.56	5,000.00	5,000.00	14,500.00	
5848 Recording Fees	882.00	470.00	750.00	500.00	500.00	
Total Services	1,489,304.96	1,365,749.18	1,444,904.00	1,451,318.00	1,430,105.00	-1.02%

**Town of Hickory Creek
2024-2025
Fiscal Year Proposed Budget August 5, 2024**

Special Events	2022-23 FY Actuals	2023-24 FY Actuals as of 6/30/24	2023-24 FY Adopted Budget 8/28/23	2023-24 FY Amended Budget 4/8/24	2024-25 FY Proposed Budget	Variations from 2023-2024 FY Adopted Budget
6012 Special Events	8,724.36	10,266.27	30,000.00	25,000.00	25,000.00	
Total Special Events	8,724.36	10,266.27	30,000.00	25,000.00	25,000.00	-16.67%
Utilities & Maintenance Expense						
5902 Bldg. Maintenance/Supplies	133,621.31	95,909.22	150,000.00	150,000.00	150,000.00	
5904 Electric	29,361.69	20,767.60	27,000.00	27,000.00	27,000.00	
5906 Gas	2,457.69	2,286.43	2,500.00	3,000.00	3,000.00	
5908 Street Lighting	42,380.93	36,633.30	40,000.00	45,000.00	45,000.00	
5910 Telecom	37,952.46	38,251.34	35,000.00	45,000.00	25,000.00	
5912 Water	18,546.96	22,617.87	16,000.00	25,000.00	25,000.00	
Total Utilities & Maintenance	264,321.04	216,465.76	270,500.00	295,000.00	275,000.00	1.66%
Total Expense	8,090,440.31	5,824,882.83	11,008,432.00	11,419,235.89	12,451,201.00	13.11%
Net Ordinary Income	2,711,912.41	1,305,163.95	0.00	0.00	0.00	

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0805-___**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE 2024-2025 FISCAL YEAR PROPOSED BUDGET; SETTING A DATE, TIME AND PLACE TO ADOPT THE BUDGET.

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

WHEREAS, the Town Council shall hold a public hearing on the 2024-2025 Fiscal Year Budget in accordance with Texas Local Government Code § 102.006 (a); and

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

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

Section 1: On the 26th day of August 2024, at 6:00 p.m. the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the 2024-2025 Fiscal Year Proposed Budget in the Town Council Chambers of the Town Hall of the Town of Hickory Creek, Texas.

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

Section 3: The Town Council hereby approves the placement of an item on the August 26, 2024 Town Council regular meeting agenda to vote to adopt the 2024-2025 Fiscal Year Budget.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 5th day of August, 2024.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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