



**NOTICE OF  
SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, DECEMBER 20, 2021, 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.

**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.

1. Concerning Town of Hickory Creek Personnel Policy Manual

## 2. Substandard Housing Policy

### **Section 551.087**

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

## 3. Economic development agreement related to property located at 1851 Turbeville Road

### **Reconvene into Open Session**

## 4. Discussion and possible action regarding matters discussed in executive session.

### **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.

## 5. November 2021 Council Meeting Minutes

## 6. November 2021 Financial Statements

## 7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas designating the Denton Record Chronicle as the official newspaper for the Town of Hickory Creek, Texas.

### **Regular Agenda**

## 8. Conduct a public hearing regarding a request for a Special Use Permit from Drake & Hen LLC. on behalf of AWS Boats for a pro shop, showroom, dealership offices and service center for the display and sales of boats and accessories in the 700 block of Lake Dallas Drive and consider and act on the same. The property is legally described as A0284A Cobb, Tract 56, A0284A Cobb, Tract 55, 58, and A0284A Cobb, Tract 57(PT), Town of Hickory Creek, Denton County, Texas.

## 9. Consider and act on granting an exception to Founders Classical Academy, 800 Point Vista Road, Hickory Creek, Texas 75065, from the Hickory Creek Code of Ordinances Chapter 3: Building Regulations, Article 3.08 Signs; Section 3.08.010(b).

## 10. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 1: General Provisions, Article 1.07, Boards and Commissions; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances.

## 11. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, by creating Chapter 15, Short Term Rentals.

12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, adopting a master application and fee schedule; and providing an effective date.
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 agreement between the Town of Hickory Creek, Texas, the City of Corinth, the City of Lake Dallas and the Town of Shady Shores, Texas concerning consulting services to evaluate broadband service providers.
14. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, authorizing the Mayor to execute an agreement between the Town of Hickory Creek and the Kandutsch Law Office concerning legal services.
15. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement concerning citizen notification systems.
16. Consider and act on appointments to the Economic Development Corporation
17. Consider and act on appointing councilmembers as liaisons for various boards and commissions.
18. Presentation and discussion regarding emergency preparedness.

### **Future Agenda Items**

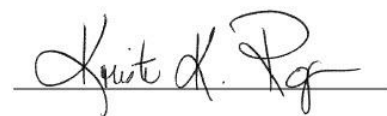
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

### **Adjournment**

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on December 15, 2021 at 2:00 p.m.



Kristi Rogers, Town Secretary  
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, NOVEMBER 15, 2021**

**MINUTES**

**Call to Order**

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

**Roll Call**

The following members were present:

Mayor Lynn Clark

Councilmember Randy Gibbons

Councilmember Richard DuPree arrived at 9:57 p.m. and left at 10:45 p.m.

Councilmember Chris Gordon

Mayor Pro Tem Paul Kenney

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Trey Sargent, Town Attorney

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

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

**Invocation**

Mayor Pro Tem Kenney gave the invocation.

**Items of Community Interest**

Thanks to all those involved with the Arbor Day Celebration held on November 13, 2021.

The annual tree lighting will be held Thursday, December 2, 2021 from 6:00 p.m. until 8:00 p.m. at town hall.

The U.S. Army Corps of Engineers consented to easement structures needed for the Sycamore Bend Road expansion.

**Public Comment**

Ron Furtick, 1500 Turbeville Road, thanked the town council for having him at the council meeting and their efforts with the town. He thinks the town needs a downtown. The roads that are discussed tonight, could have an impact creating a downtown. Creating a parkway would intensify commercial development which provides much needed sales tax. Investing in roads which provides connectivity is important to the economic future of the town.



## **Town of Hickory Creek**

**November 15, 2021**

**Page 2**

### **Consent Agenda**

1. September 2021 Council Meeting Minutes
2. September 2021 Financial Statements
3. October 2021 Council Meeting Minutes
4. October 2021 Financial Statements
5. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying agreements related to the United States Department of Justice, Drug Enforcement Administration HIDTA Dallas Task Force.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying agreements with ACAP Health Consulting, LLC related to First Responder Health Services.

Motion made by Councilmember Gordon to approve consent agenda items 1-6 as presented, Seconded by Councilmember Theodore.

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

### **Regular Agenda**

7. Conduct a public hearing regarding a request from Kenny Powell on behalf of Vantage Landmark Investments to change the zoning designation from C-1 Commercial District to TH-1 Townhouse District on a tract of land legally described as Ventana Addition Phase II, Lot 5, .49 Acres, Town of Hickory Creek, Denton County, Texas and consider and act on an ordinance for the same. The property is located in the 0 block of Northfield Road.

Kenny Wallace, representing Vantage Landmark Investments, provided an overview of the request to change the zoning designation and answered questions from the town council.

Mayor Clark called the public hearing to order at 6:06 p.m. With no one wishing to speak, the public hearing was closed at 6:07 p.m.

Motion made by Councilmember Theodore to approve an ordinance changing the zoning designation from C-1 Commercial District to TH-1 Townhouse District on a tract of land legally described as Ventana Addition Phase II, Lot 5, .49 Acres, Town of Hickory Creek, Seconded by Councilmember Gordon.

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

8. 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 a development agreement by and between the Town of Hickory Creek, Texas and Reserve at Hickory Creek, LLC.

**Town of Hickory Creek**

**November 15, 2021**

**Page 3**

David Wallace, representing Reserve at Hickory Creek, LLC provided an overview of the proposed development agreement, annexation of the property, creating the public improvement district and answered questions from the town council.

Mary Petty, P3 Works, PID Administrator for the town, provided an overview of the public improvement district homebuyer disclosure program and changes that became effective September 1, 2021 passed during the 87<sup>th</sup> Texas Legislature Session.

Jeff Gulbas, McCall, Parkhurst & Horton, bond counsel for the town, answered questions regarding the maximum amount of authorized improvements and the amount of PID financed improvements.

Lee Williams, Halff Associates, engineer for the town, discussed the mews within the development which is a special type of alley for lots facing a courtyard with access in the rear.

David Rodriquez, Lake Cities Fire Department Fire Marshal, provided an overview of the fire protection within the development and answered questions from the town council.

Motion made by Councilmember Gordon to approve a resolution authorizing the Mayor to execute a development agreement by and between the Town of Hickory Creek, Texas and Reserve at Hickory Creek, LLC., Seconded by Mayor Pro Tem Kenney.

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

9. Conduct a public hearing continued from August 23, 2021, September 13, 2021 and October 4, 2021 regarding the creation of a Public Improvement District concerning 18.786 acres of land in the Town's ETJ owned by Reserve at Hickory Creek, LLC. and generally located at 1745 Turbeville Road.

Mary Petty, P3Works, PID Administrator for the town, provided an overview of the value to lien, estimated assessment per unit, sources and uses of funds, amortization schedule related to the Reserve at Hickory Creek public improvement district bond.

John Martin, Hilltop Securities, financial advisor for the town, stated the bond issue sizing of \$6,825,000.00 would allow the assessments for the Reserve at Hickory Creek Public Improvement District, to fall in line with the other public improvements districts in town.

Mayor Clark called the public hearing to order at 7:11 p.m. With no one wishing to speak, the public hearing was closed at 7:12 p.m.

10. Consider and act on a resolution regarding the creation of a public improvement district and ordering public improvements to be made for the benefit of such district; providing for a severability clause; providing an effective date; and containing other matters relating to the subject.

Jeff Gulbas, McCall, Parkhurst & Horton, bond counsel for the town, provided an overview of the resolution which formally establishes the public improvement district.

**Town of Hickory Creek**

**November 15, 2021**

**Page 4**

Motion made by Councilmember Gordon to approve a resolution regarding the creation of a public improvement district and ordering public improvements to be made for the benefit of such district; providing for a severability clause; providing an effective date; and containing other matters relating to the subject, Seconded by Councilmember Theodore. Voting Yea: Councilmember Gibbons, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

11. Conduct a public hearing continued from August 23, 2021, September 13, 2021 and October 4, 2021 regarding the voluntary annexation of an 18.786 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas, and being part of that tract of land conveyed to CTMGT Turbeville, LLC by Special Warranty Deed, as recorded in Instrument 2011-121574, official public record, Denton County, Texas and consider and act on an ordinance for the same.

Mayor Clark called the public hearing to order at 7:19 p.m. With no one wishing to speak, the public hearing was closed at 7:20 p.m.

Motion made by Councilmember Gordon to approve an ordinance annexing a 18.786 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas, and being part of that tract of land conveyed to CTMGT Turbeville, LLC by Special Warranty Deed, as recorded in Instrument 2011-121574, official public record, Denton County, Texas, Seconded by Councilmember Theodore. Voting Yea: Councilmember Gibbons, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

12. Consider and act on a final plat of Lennon Creek Addition, being a 28.456 acre tract located in the M.E.P. & P.RR Company Survey, Abstract No. 915 and H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The Property is located in the 3700 block of Parkridge Drive.

Kristin Worthington, Tri Pointe Homes, answered questions from the town council regarding the final plat.

Motion made by Mayor Pro Tem Kenney to approve the final plat of Lennon Creek Addition, being a 28.456 acre tract located in the M.E.P. & P.RR Company Survey, Abstract No. 915 and H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Seconded by Councilmember Gibbons. Voting Yea: Councilmember Gibbons, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

13. Consider and act on a site and landscape plan for Lennon Creek Addition, being a 28.456 acre tract located in the M.E.P. & P.RR Company Survey, Abstract No. 915 and H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

Kristin Worthington, Tri Pointe Homes, answered questions from the town council regarding the site and landscape plan.

**Town of Hickory Creek**

**November 15, 2021**

**Page 5**

Motion made by Councilmember Gordon to approve the site and landscape plan for Lennon Creek Addition, being a 28.456 acre tract located in the M.E.P. & P.R.R Company Survey, Abstract No. 915 and H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas, Seconded by Councilmember Theodore.

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

14. Consider and act on a site and landscape plan for Sycamore Cove Addition, being 32.43 acres in the John Maloney Survey, Abstract No. 819, Town of Hickory Creek, Denton County, Texas.

Lee Williams, Halff Associates, engineer for the town, answered questions from the town council regarding the site and landscape plan.

Motion made by Mayor Pro Tem Kenney to approve the site and landscape plan for Sycamore Cove Addition, being 32.43 acres in the John Maloney Survey, Abstract No. 819, Town of Hickory Creek, Denton County, Texas, Seconded by Councilmember Theodore.

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

Mayor Clark stated agenda item 22 would be considered at this time.

22. Consider and act on prioritizing roadways in order to request funding from Denton County.

John Smith, town administrator, stated Denton County Commissioners are considering a bond election in 2022. Commissioner Bobbie J. Mitchell requested the town submit a list of road projects to be considered.

Lee Williams, Halff Associates, town engineer, prepared a map and cost estimates for the road projects.

The town council recessed at 8:16 p.m. and reconvened at 8:28 p.m.

Mayor Clark stated the roadways were prioritized in the following order: Point Vista Road West (Point Vista Road from Founders Classical Academy to Hickory Creek Blvd.), Hickory Creek Boulevard (Hickory Creek Blvd. from Point Vista to Ronald Reagan Ave.), Harbor Lane (Harbor Lane from Strait Lane to Harbor Grove Park), Point Vista Road (Point Vista Road from South of Stamford Road to Point Vista Park Entrance), South Hook Street/Garth Lane (S. Hook Street from Main Street to Garth Lane; Garth Lane), North Hook Street ( N. Hook Street from Main Street to Lake Drive), Lakewood Drive (Lakewood Drive from Main Street to Hook Street) Country Lane (Country Lane from Oak Street to Woodlake Road), Oak Circle (Oak Circle from Hickory Hills Blvd. to Live Oak Lane) Royal Oaks Boulevard (Royal Oaks Blvd. from Live Oak to End).

Motion made by Mayor Pro Tem Kenney to request funding from Denton County in the order stated by Mayor Clark, Seconded by Councilmember Gordon.

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

Mayor Clark stated agenda items 20 and 21 would be considered at this time.

20. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning Mobile License Plate Readers.

Chief Carey Dunn provided an overview to the town council and answered questions.

Motion made by Councilmember Gibbons to approve a resolution authorizing the Mayor to execute an agreement with Utility Associates, Inc. for one (1) mobile license plate reader, Seconded by Mayor Pro Tem Kenney.

Voting Yea: Councilmember Gibbons, Mayor Pro Tem Kenney

Voting Nay: Councilmember Theodore Motion passed.

Abstaining: Councilmember Gordon

21. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning Stationary License Plate Readers.

Chief Carey Dunn provided an overview to the town council and answered questions.

Motion made by Mayor Pro Tem Kenney to approve a resolution authorizing the Mayor to execute an agreement with Flock Group Inc. for stationary license plate readers in an amount not to exceed \$13,750.00, Seconded by Councilmember Gibbons.

Voting Yea: Councilmember Gibbons, Councilmember Gordon, Mayor Pro Tem Kenney

Voting Nay: Councilmember Theodore Motion passed.

15. 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 4: Business Regulations; Sexually Oriented Businesses; providing for incorporation of premises; providing findings; providing for amendments to the Code of Ordinances.

Motion made by Councilmember Theodore to approve 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 4: Business Regulations; Sexually Oriented Businesses; providing for incorporation of premises; providing findings; providing for amendments to the Code of Ordinances, Seconded by Mayor Pro Tem Kenney.

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

16. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 3: Building Regulations, Article 3.11, Miscellaneous Building Fees; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances.

**Town of Hickory Creek**

**November 15, 2021**

**Page 7**

Motion made by Councilmember Theodore to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 3: Building Regulations, Article 3.11, Miscellaneous Building Fees, Seconded by Councilmember Gordon.

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

17. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 1: General Provisions, Article 1.10, Parks and Recreation; amending Article A2.500, Commercial Use of Boat Ramps; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances.

Motion made by Councilmember Theodore to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 1: General Provisions, Article 1.10, Parks and Recreation; amending Article A2.500, Commercial Use of Boat Ramps, Seconded by Councilmember Gordon.

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

18. 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.

Motion made by Councilmember Theodore to approve 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, Seconded by Councilmember Gordon.

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

19. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, casting its votes for one or more candidates for appointment to the Denton Central Appraisal District Board of Directors and providing an effective date.

Motion made by Councilmember Gordon to cast the town's five votes for Nancy Koket, Seconded by Mayor Pro Tem Kenney.

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

23. Consider and act on appointments to the Economic Development Corporation

Motion made by Councilmember Theodore to reappoint Nancy Koket to Place 1, appoint Chris Gordon to Place 3, reappoint Sugene May to Place 5 and appoint Paul Kenney to Place 7 for the Economic Development Corporation, Seconded by Councilmember Gibbons.

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

**Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 9:57 p.m. to discuss the following matters.

**Section 551.071**

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

**Section 551.074**

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

24. K-9 Officer

**Reconvene into Open Session**

The Town Council reconvened into open session at 10:46 p.m.

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

Motion made by Councilmember Gordon to proceed as discussed in executive session,  
Seconded by Councilmember Theodore.

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

**Future Agenda Items**

There were no future agenda items.

**Adjournment**

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

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

The meeting did then stand adjourned at 10:47 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

Town of Hickory Creek  
**Balance Sheet**  
As of November 30, 2021

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	<u>Nov 30, 21</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	20,334.98
BOA - Drug Forfeiture	1,951.45
BOA - Drug Seizure	3,935.87
BOA - General Fund	349,604.08
BOA - Parks and Recreation	73,602.64
BOA - Payroll	260.00
BOA - Police State Training	5,185.16
Logic 2020 CO's	4,006,806.82
Logic Animal Shelter Facility	9,581.49
Logic Coronavirus Recovery Fund	594,126.24
Logic Harbor Ln-Sycamore Bend	80,401.92
Logic Investment Fund	4,541,487.95
Logic Turbeville Road	94,907.85
Total Checking/Savings	<u>9,782,186.45</u>
Accounts Receivable	
Municipal Court Payments	<u>9,060.57</u>
Total Accounts Receivable	<u>9,060.57</u>
Total Current Assets	<u>9,791,247.02</u>
<b>TOTAL ASSETS</b>	<u><u>9,791,247.02</u></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00



Town of Hickory Creek  
Profit & Loss  
November 2021

	Nov 21
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	63,104.90
4004 M&O Penalties & Interest	32.90
4006 Delinquent M&O	-484.90
4008 I&S Debt Service	34,266.80
4010 I&S Penalties & Interest	22.10
4012 Delinquent I&S	-279.97
Total Ad Valorem Tax Revenue	96,661.83
Building Department Revenue	
4102 Building Permits	60,541.20
4104 Certificate of Occupancy	500.00
4106 Contractor Registration	1,125.00
4112 Health Inspections	2,760.00
4122 Septic Permits	850.00
Total Building Department Revenue	65,776.20
Franchise Fee Revenue	
4204 Charter Communications	10,366.49
4210 Oncor Electric	131,377.45
4212 Republic Services	8,589.37
Total Franchise Fee Revenue	150,333.31
Interest Revenue	
4330 General Fund Interest	1.03
4332 Investment Interest	300.14
Total Interest Revenue	301.17
Miscellaneous Revenue	
4502 Animal Adoption & Impound	360.00
4508 Annual Park Passes	100.00
4510 Arrowhead Park Fees	1,650.00
4530 Other Receivables	5,408.66
4536 Point Vista Park Fees	896.00
4550 Sycamore Bend Fees	3,467.00
4558 Harbor Lane/Sycamore Bend	3,500.00
Total Miscellaneous Revenue	15,381.66
Municipal Court Revenue	
4602 Building Security Fund	1,236.79
4604 Citations	33,478.01
4606 Court Technology Fund	1,037.39
4608 Jury Fund	24.15
4610 Truancy Fund	1,206.73
4612 State Court Costs	19,415.43
4614 Child Safety Fee	75.00
Total Municipal Court Revenue	56,473.50
Sales Tax Revenue	
4702 Sales Tax General Fund	170,122.15
4706 Sales Tax 4B Corporation	24,303.17
4708 Sales Tax Mixed Beverage	2,506.35
Total Sales Tax Revenue	196,931.67
Total Income	581,859.34
Gross Profit	581,859.34
Expense	
Capital Outlay	
5010 Street Maintenance	3,050.34

Town of Hickory Creek  
Profit & Loss  
November 2021

	<u>Nov 21</u>
5012 Streets & Road Improvement	99,817.34
5024 Public Safety Improvements	250.00
5026 Fleet Vehicles	3,735.75
<b>Total Capital Outlay</b>	<b>106,853.43</b>
<b>General Government</b>	
5206 Computer Hardware/Software	3,282.30
5208 Copier Rental	405.64
5210 Dues & Memberships	700.00
5212 EDC Tax Payment	24,303.17
5216 Volunteer/Staff Events	36.24
5218 General Communications	5.00
5222 Office Supplies & Equip.	663.68
5224 Postage	798.98
5226 Community Cause	23,288.26
5228 Town Council/Board Expense	184.51
<b>Total General Government</b>	<b>53,667.78</b>
<b>Municipal Court</b>	
5312 Court Technology	504.00
5318 Merchant Fees/Credit Cards	-228.33
5322 Office Supplies/Equipment	99.42
5326 Training & Education	55.00
5332 Warrants Collected	495.33
<b>Total Municipal Court</b>	<b>925.42</b>
<b>Parks and Recreation</b>	
5402 Events	445.84
5408 Tanglewood Park	44.23
<b>Total Parks and Recreation</b>	<b>490.07</b>
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	205.21
5434 Harbor Grove	26.06
5436 Point Vista	141.16
5438 Sycamore Bend	3,758.54
<b>Total Parks Corps of Engineer</b>	<b>4,130.97</b>
<b>Personnel</b>	
5502 Administration Wages	36,802.80
5506 Police Wages	72,050.89
5507 Police Overtime Wages	374.34
5508 Public Works Wages	15,912.87
5509 Public Works Overtime Wage	47.56
5510 Health Insurance	20,687.85
5512 Longevity	12,910.00
5514 Payroll Expense	2,041.94
5516 Employment Exams	600.00
5518 Retirement (TMRS)	35,123.76
<b>Total Personnel</b>	<b>196,552.01</b>
<b>Police Department</b>	
5602 Auto Gas & Oil	2,451.11
5606 Auto Maintenance & Repair	2,233.09
5610 Books & Subscriptions	159.12
5612 Computer Hardware/Software	3,808.11
5614 Crime Lab Analysis	506.93
5626 Office Supplies/Equipment	138.60
5630 Personnel Equipment	6,584.37
5634 Travel Expense	70.33
5636 Uniforms	645.76
5640 Training & Education	3,590.00

Town of Hickory Creek  
**Profit & Loss**  
November 2021

	<u>Nov 21</u>
5648 K9 Unit	64.58
Total Police Department	20,252.00
Public Works Department	
5706 Animal Control Supplies	323.87
5708 Animal Control Vet Fees	4,447.20
5710 Auto Gas & Oil	1,640.52
5714 Auto Maintenance/Repair	324.91
5722 Equipment	23,216.60
5728 Equipment Supplies	959.25
5732 Office Supplies/Equipment	99.42
5734 Communications	321.11
5742 Uniforms	170.90
5748 Landscaping Services	5,924.33
Total Public Works Department	37,428.11
Services	
5804 Attorney Fees	4,235.75
5814 Engineering	4,086.49
5818 Inspections	2,990.00
5822 Legal Notices/Advertising	62.40
5824 Library Services	91.80
5826 Municipal Judge	1,150.00
5846 Span Transit Services	200.00
Total Services	12,816.44
Special Events	
6008 Tree Lighting	845.19
Total Special Events	845.19
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	12,125.60
5904 Electric	2,016.43
5906 Gas	79.96
5908 Street Lighting	3,289.48
5910 Telephone	4,663.01
5912 Water	1,794.73
Total Utilities & Maintenance	23,969.21
Total Expense	457,930.63
Net Ordinary Income	123,928.71
Net Income	<u>123,928.71</u>



**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 16.66%**

October through November 2021

	Oct - Nov 21	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	78,742.62	1,484,251.00	5.3%
4004 M&O Penalties & Interest	261.48	2,500.00	10.5%
4006 Delinquent M&O	426.42	1,000.00	42.6%
4008 I&S Debt Service	42,758.32	805,976.00	5.3%
4010 I&S Penalties & Interest	162.21	1,500.00	10.8%
4012 Delinquent I&S	278.62	500.00	55.7%
<b>Total Ad Valorem Tax Revenue</b>	<b>122,629.67</b>	<b>2,295,727.00</b>	<b>5.3%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	105,757.15	750,000.00	14.1%
4104 Certificate of Occupancy	2,000.00	25,000.00	8.0%
4106 Contractor Registration	1,800.00	6,500.00	27.7%
4108 Preliminary/Final Plat	0.00	0.00	0.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	8,280.00	10,000.00	82.8%
4122 Septic Permits	850.00	1,000.00	85.0%
4124 Sign Permits	100.00	1,000.00	10.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	2,000.00	0.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	50.00	500.00	10.0%
<b>Total Building Department Revenue</b>	<b>118,837.15</b>	<b>796,275.00</b>	<b>14.9%</b>
<b>Franchise Fee Revenue</b>			
4202 Atmos Energy	0.00	46,000.00	0.0%
4204 Charter Communications	10,366.49	42,900.00	24.2%
4206 CenturyLink	0.00	1,500.00	0.0%
4208 CoServ	1,486.74	4,700.00	31.6%
4210 Oncor Electric	131,377.45	155,500.00	84.5%
4212 Republic Services	8,589.37	48,000.00	17.9%
<b>Total Franchise Fee Revenue</b>	<b>151,820.05</b>	<b>298,600.00</b>	<b>50.8%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	2.10	100.00	2.1%
4332 Investment Interest	593.55	7,500.00	7.9%
<b>Total Interest Revenue</b>	<b>595.65</b>	<b>7,600.00</b>	<b>7.8%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	0.00	45,500.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>45,500.00</b>	<b>0.0%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	1,985.00	10,600.00	18.7%
4506 Animal Shelter Donations	60.00	1,500.00	4.0%
4508 Annual Park Passes	500.00	25,000.00	2.0%
4510 Arrowhead Park Fees	3,450.00	40,000.00	8.6%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	0.00	500.00	0.0%
4530 Other Receivables	5,599.16	152,000.00	3.7%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	1,711.00	12,000.00	14.3%
4546 Street Improv Restricted	0.00	430,000.00	0.0%
4550 Sycamore Bend Fees	7,079.00	30,000.00	23.6%
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	10,500.00	0.00	100.0%
4560 2020 CO Proceeds	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>30,914.16</b>	<b>747,528.00</b>	<b>4.1%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	2,591.49	9,270.00	28.0%
4604 Citations	75,493.74	450,000.00	16.8%
4606 Court Technology Fund	2,172.66	12,115.00	17.9%
4608 Jury Fund	50.63	200.00	25.3%
4610 Truancy Fund	2,530.76	0.00	100.0%
4612 State Court Costs	41,504.22	250,000.00	16.6%
4614 Child Safety Fee	99.16	800.00	12.4%
<b>Total Municipal Court Revenue</b>	<b>124,442.66</b>	<b>722,385.00</b>	<b>17.2%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	309,031.08	1,662,500.00	18.6%
4706 Sales Tax 4B Corporation	44,147.30	237,500.00	18.6%
4708 Sales Tax Mixed Beverage	5,061.30	30,000.00	16.9%
<b>Total Sales Tax Revenue</b>	<b>358,239.68</b>	<b>1,930,000.00</b>	<b>18.6%</b>

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 16.66%**

Accrual Basis

October through November 2021

	Oct - Nov 21	Budget	% of Budget
<b>Total Income</b>	907,479.02	6,843,615.00	13.3%
<b>Gross Profit</b>	907,479.02	6,843,615.00	13.3%
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	3,050.34	25,000.00	12.2%
5012 Streets & Road Improvement	131,431.45	430,000.00	30.6%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	250.00	42,500.00	0.6%
5026 Fleet Vehicles	9,467.58	82,000.00	11.5%
5030 Sycamore Bend Construction	0.00	0.00	0.0%
<b>Total Capital Outlay</b>	144,199.37	579,500.00	24.9%
<b>Debt Service</b>			
5106 2012 Refunding Bond Series	0.00	267,004.00	0.0%
5110 2015 Refunding Bond Series	400.00	308,400.00	0.1%
5112 2015 C.O. Series	400.00	276,350.00	0.1%
5114 2020 C.O. Series	0.00	204,950.00	0.0%
<b>Total Debt Service</b>	800.00	1,056,704.00	0.1%
<b>General Government</b>			
5202 Bank Service Charges	0.00	25.00	0.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	9,056.86	106,222.00	8.5%
5208 Copier Rental	737.99	3,000.00	24.6%
5210 Dues & Memberships	792.90	3,000.00	26.4%
5212 EDC Tax Payment	44,148.30	237,500.00	18.6%
5214 Election Expenses	0.00	7,500.00	0.0%
5216 Volunteer/Staff Events	1,434.79	10,500.00	13.7%
5218 General Communications	4,475.03	28,000.00	16.0%
5222 Office Supplies & Equip.	684.39	5,000.00	13.7%
5224 Postage	1,249.58	5,800.00	21.5%
5226 Community Cause	23,399.75	3,000.00	780.0%
5228 Town Council/Board Expense	1,742.02	3,500.00	49.8%
5230 Training & Education	0.00	1,500.00	0.0%
5232 Travel Expense	0.00	1,500.00	0.0%
5234 Staff Uniforms	0.00	1,000.00	0.0%
<b>Total General Government</b>	87,721.61	417,347.00	21.0%
<b>Municipal Court</b>			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	0.00	9,270.00	0.0%
5312 Court Technology	987.60	12,115.00	8.2%
5314 Dues & Memberships	0.00	120.00	0.0%
5318 Merchant Fees/Credit Cards	-235.23	0.00	100.0%
5322 Office Supplies/Equipment	140.88	1,200.00	11.7%
5324 State Court Costs	75,017.47	250,000.00	30.0%
5326 Training & Education	55.00	100.00	55.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-2,648.04	0.00	100.0%
<b>Total Municipal Court</b>	73,317.68	273,380.00	26.8%
<b>Parks and Recreation</b>			
5402 Events	1,320.84	2,000.00	66.0%
5408 Tanglewood Park	88.62	2,000.00	4.4%
5412 KHCB	0.00	500.00	0.0%
5414 Tree City USA	0.00	500.00	0.0%
5416 Town Hall Park	0.00	75,000.00	0.0%
<b>Total Parks and Recreation</b>	1,409.46	80,000.00	1.8%
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	71,799.33	47,250.00	152.0%
5434 Harbor Grove	348.86	5,000.00	7.0%
5436 Point Vista	1,308.64	7,500.00	17.4%
5438 Sycamore Bend	5,546.73	47,250.00	11.7%
<b>Total Parks Corps of Engineer</b>	79,003.56	107,000.00	73.8%
<b>Personnel</b>			
5502 Administration Wages	73,555.97	474,280.00	15.5%
5506 Police Wages	138,560.85	983,721.00	14.1%
5507 Police Overtime Wages	1,085.97	10,000.00	10.9%
5508 Public Works Wages	31,768.97	204,506.00	15.5%
5509 Public Works Overtime Wage	103.75	1,200.00	8.6%
5510 Health Insurance	41,356.19	261,200.00	15.8%
5512 Longevity	12,910.00	13,076.00	98.7%
5514 Payroll Expense	3,832.02	22,000.00	17.4%
5516 Employment Exams	600.00	2,500.00	24.0%
5518 Retirement (TMRS)	58,436.06	239,305.00	24.4%
5520 Unemployment (TWC)	452.51	6,048.00	7.5%
5522 Workman's Compensation	25,019.40	27,000.00	92.7%
<b>Total Personnel</b>	387,681.69	2,244,836.00	17.3%
<b>Police Department</b>			
5602 Auto Gas & Oil	5,251.64	22,000.00	23.9%

**Town of Hickory Creek  
Budget vs. Actual Year to Date 16.66%**

October through November 2021

	Oct - Nov 21	Budget	% of Budget
5606 Auto Maintenance & Repair	2,610.56	15,000.00	17.4%
5610 Books & Subscriptions	575.63	500.00	115.1%
5612 Computer Hardware/Software	13,167.54	35,000.00	37.6%
5614 Crime Lab Analysis	1,775.80	3,000.00	59.2%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	276.84	1,800.00	15.4%
5630 Personnel Equipment	24,525.38	22,000.00	111.5%
5634 Travel Expense	70.33	2,500.00	2.8%
5636 Uniforms	692.40	6,000.00	11.5%
5640 Training & Education	3,590.00	7,500.00	47.9%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	15.68	700.00	2.2%
5648 K9 Unit	129.16	2,000.00	6.5%
<b>Total Police Department</b>	<b>52,680.96</b>	<b>119,000.00</b>	<b>44.3%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	0.00	1,500.00	0.0%
5704 Animal Control Equipment	0.00	500.00	0.0%
5706 Animal Control Supplies	323.87	900.00	36.0%
5708 Animal Control Vet Fees	4,721.58	6,000.00	78.7%
5710 Auto Gas & Oil	2,931.38	20,000.00	14.7%
5714 Auto Maintenance/Repair	415.16	5,000.00	8.3%
5716 Beautification	5.34	25,000.00	0.0%
5718 Computer Hardware/Software	0.00	1,000.00	0.0%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	25,426.58	25,000.00	101.7%
5724 Equipment Maintenance	982.28	6,000.00	16.4%
5726 Equipment Rental	0.00	2,500.00	0.0%
5728 Equipment Supplies	1,114.25	5,000.00	22.3%
5732 Office Supplies/Equipment	111.02	500.00	22.2%
5734 Communications	642.23	3,800.00	16.9%
5738 Training	0.00	800.00	0.0%
5740 Travel Expense	0.00	1,000.00	0.0%
5742 Uniforms	433.83	2,200.00	19.7%
5748 Landscaping Services	5,924.33	110,000.00	5.4%
<b>Total Public Works Department</b>	<b>43,031.85</b>	<b>217,050.00</b>	<b>19.8%</b>
<b>Services</b>			
5802 Appraisal District	0.00	12,400.00	0.0%
5804 Attorney Fees	8,719.25	66,000.00	13.2%
5806 Audit	0.00	13,500.00	0.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	0.00	0.0%
5814 Engineering	11,677.83	145,000.00	8.1%
5816 General Insurance	38,410.12	37,250.00	103.1%
5818 Inspections	4,265.00	108,800.00	3.9%
5820 Fire Service	228,368.75	970,692.00	23.5%
5822 Legal Notices/Advertising	62.40	2,500.00	2.5%
5824 Library Services	364.50	600.00	60.8%
5826 Municipal Judge	2,300.00	13,800.00	16.7%
5828 Printing	182.35	1,500.00	12.2%
5830 Tax Collection	0.00	2,700.00	0.0%
5832 Computer Technical Support	42,081.20	41,525.00	101.3%
5838 DCCAC	0.00	1,000.00	0.0%
5840 Denton County Dispatch	0.00	30,808.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	200.00	100.00	200.0%
<b>Total Services</b>	<b>336,631.40</b>	<b>1,450,375.00</b>	<b>23.2%</b>
<b>Special Events</b>			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	3,458.92	6,000.00	57.6%
6010 Arts and Cultural Events	0.00	5,000.00	0.0%
<b>Total Special Events</b>	<b>3,458.92</b>	<b>18,000.00</b>	<b>19.2%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	19,918.31	168,223.00	11.8%
5904 Electric	4,253.00	27,000.00	15.8%
5906 Gas	159.77	1,700.00	9.4%
5908 Street Lighting	6,581.00	38,000.00	17.3%
5910 Telephone	5,068.09	35,000.00	14.5%
5912 Water	4,790.94	10,500.00	45.6%
<b>Total Utilities &amp; Maintenance</b>	<b>40,771.11</b>	<b>280,423.00</b>	<b>14.5%</b>
<b>Total Expense</b>	<b>1,250,707.61</b>	<b>6,843,615.00</b>	<b>18.3%</b>
<b>Net Ordinary Income</b>	<b>-343,228.59</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>-343,228.59</b>	<b>0.00</b>	<b>100.0%</b>



10:40 AM

12/10/21

Accrual Basis

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

November 2021

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5010 Street Maintenance</b>				
Bill	11/30/2021	Invoice...	Uline	2,625.52
Total 5010 Street Maintenance				2,625.52
<b>5012 Streets &amp; Road Improvement</b>				
Check	11/04/2021	4198	Capko Concrete Structures, LLC.	48,103.71
Check	11/04/2021	4199	Don Smith Concrete, LLC.	33,678.82
Check	11/22/2021	4206	Capko Concrete Structures, LLC.	14,683.00
Bill	11/29/2021	Invoice...	Fulton's Metal & Hardware	3,351.81
Total 5012 Streets & Road Improvement				99,817.34
<b>5026 Fleet Vehicles</b>				
Bill	11/02/2021	Invoice...	Main Street Signs & Graphics	1,701.27
Check	11/22/2021	Debit	ENTERPRISE FM TR DESDIRECT PAY	1,059.48
Total 5026 Fleet Vehicles				2,760.75
Total Capital Outlay				105,203.61
<b>General Government</b>				
<b>5206 Computer Hardware/Software</b>				
Check	11/30/2021	4210	Eight20 Consulting LLC (dba Zactax)	3,000.00
Total 5206 Computer Hardware/Software				3,000.00
<b>5212 EDC Tax Payment</b>				
Check	11/15/2021	Debit	Hickory Creek Economic Development	24,303.17
Total 5212 EDC Tax Payment				24,303.17
<b>5226 Community Cause</b>				
Check	11/04/2021	4195	Spectrum/Charter Communications	23,000.00
Total 5226 Community Cause				23,000.00
Total General Government				50,303.17
<b>Parks Corps of Engineer</b>				
<b>5438 Sycamore Bend</b>				
Bill	11/19/2021	Invoice...	Wade Electrical Group, INC	3,359.27
Total 5438 Sycamore Bend				3,359.27
Total Parks Corps of Engineer				3,359.27
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	11/01/2021	Debit	DearbornLife	1,197.59
Check	11/08/2021	Debit	TML0111 DESCON COLL	18,624.54
Total 5510 Health Insurance				19,822.13
<b>5518 Retirement (TMRS)</b>				
Check	11/22/2021	Debit	TMRS	16,299.55
Check	11/22/2021	Debit	TMRS	18,814.21
Total 5518 Retirement (TMRS)				35,113.76
Total Personnel				54,935.89
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	11/29/2021	Debit	WEX INC	2,451.11
Total 5602 Auto Gas & Oil				2,451.11
<b>5612 Computer Hardware/Software</b>				
Bill	11/02/2021	Invoice...	Superior, LLC	1,028.86
Bill	11/08/2021	Invoice...	MCCI	2,106.00
Total 5612 Computer Hardware/Software				3,134.86
<b>5630 Personnel Equipment</b>				
Bill	11/02/2021	Invoice...	Axon Enterprise, Inc.	4,205.07
Bill	11/02/2021	Invoice...	GT Distributors	1,276.81
Total 5630 Personnel Equipment				5,481.88
<b>5640 Training &amp; Education</b>				
Bill	11/19/2021	Order ...	The Center for American and Intl. Law	1,700.00
Total 5640 Training & Education				1,700.00
Total Police Department				12,767.85
<b>Public Works Department</b>				
<b>5708 Animal Control Vet Fees</b>				
Bill	11/08/2021	Invoice...	Corinth Veterinary Clinic	2,358.15
Total 5708 Animal Control Vet Fees				2,358.15

10:40 AM  
 12/10/21  
 Accrual Basis

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
 November 2021

Type	Date	Num	Name	Amount
<b>5710 Auto Gas &amp; Oil</b>				
Check	11/29/2021	Debit	WEX INC DESFLEET DEBI	1,640.52
Total 5710 Auto Gas & Oil				1,640.52
<b>5722 Equipment</b>				
Check	11/02/2021	4194	Cycle Center	22,111.60
Total 5722 Equipment				22,111.60
<b>5748 Landscaping Services</b>				
Bill	11/02/2021	Invoice...	D & D Commercial Landscape Management	4,124.33
Bill	11/02/2021	Invoice...	D & D Commercial Landscape Management	1,800.00
Total 5748 Landscaping Services				5,924.33
Total Public Works Department				32,034.60
<b>Services</b>				
<b>5804 Attorney Fees</b>				
Check	11/10/2021	Debit	Law Office of Dorwin L. Sargent III, PLLC	2,829.75
Total 5804 Attorney Fees				2,829.75
<b>5814 Engineering</b>				
Bill	11/19/2021	Invoice...	Half Associates, Inc.	1,834.69
Bill	11/19/2021	Invoice...	Half Associates, Inc.	2,251.80
Total 5814 Engineering				4,086.49
<b>5818 Inspections</b>				
Bill	11/02/2021	Invoice..	Larry Finney	1,110.00
Bill	11/08/2021	Invoice...	Build by I-Codes	1,480.00
Total 5818 Inspections				2,590.00
<b>5826 Municipal Judge</b>				
Check	11/01/2021	Debit	Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00
Total Services				10,556.24
<b>Utilities &amp; Maintenance</b>				
<b>5902 Bldg Maintenance/Supplies</b>				
Bill	11/19/2021	Invoice...	Betsy Ross Flag Girls, Inc.	2,548.00
Check	11/22/2021	4207	Capko Concrete Structures, LLC.	6,755.16
Total 5902 Bldg Maintenance/Supplies				9,303.16
<b>5904 Electric</b>				
Check	11/23/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,016.43
Total 5904 Electric				2,016.43
<b>5908 Street Lighting</b>				
Check	11/23/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,117.31
Total 5908 Street Lighting				3,117.31
<b>5910 Telephone</b>				
Check	11/01/2021	Debit	Level 3 Communic DESAUTO PAY	1,323.41
Check	11/30/2021	Debit	CenturyLink	1,323.41
Total 5910 Telephone				2,646.82
<b>5912 Water</b>				
Check	11/02/2021	Debit	LCMUA DESUTILITY DD	1,136.78
Total 5912 Water				1,136.78
Total Utilities & Maintenance				18,220.50
Total Expense				287,381.13
Net Ordinary Income				-287,381.13
<b>Net Income</b>				<b>-287,381.13</b>





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276015

**ACCOUNT NAME:** 2020 CERTIFICATES OF OBLIGATIONS

**STATEMENT PERIOD:** 11/01/2021 - 11/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0391%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 58 DAYS AND THE NET ASSET VALUE FOR 11/30/21 WAS 0.999929.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,006,678.06
11/30/2021	MONTHLY POSTING	9999888	128.76	4,006,806.82
	ENDING BALANCE			4,006,806.82

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	4,006,678.06
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	128.76
ENDING BALANCE	4,006,806.82
AVERAGE BALANCE	4,006,678.06

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	2,486.39

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276007

**ACCOUNT NAME:** ANIMAL SHELTER FACILITY

**STATEMENT PERIOD:** 11/01/2021 - 11/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0391%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 58 DAYS AND THE NET ASSET VALUE FOR 11/30/21 WAS 0.999929.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,581.19
11/30/2021	MONTHLY POSTING	9999888	0.30	9,581.49
	ENDING BALANCE			9,581.49

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	9,581.19
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	0.30
ENDING BALANCE	9,581.49
AVERAGE BALANCE	9,581.19

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	5.99





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

### MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276016

ACCOUNT NAME: CORONAVIRUS LOCAL RECOVERY FUNDS

STATEMENT PERIOD: 11/01/2021 - 11/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0391%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 58 DAYS AND THE NET ASSET VALUE FOR 11/30/21 WAS 0.999929.

#### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			594,107.14
11/30/2021	MONTHLY POSTING	9999888	19.10	594,126.24
	ENDING BALANCE			594,126.24

#### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	594,107.14
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	19.10
ENDING BALANCE	594,126.24
AVERAGE BALANCE	594,107.14

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	594,066.81	0.00	59.43





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276009

**ACCOUNT NAME:** HARBOR LANE - SYCAMORE BEND

**STATEMENT PERIOD:** 11/01/2021 - 11/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0391%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 58 DAYS AND THE NET ASSET VALUE FOR 11/30/21 WAS 0.999929.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			80,399.34
11/30/2021	MONTHLY POSTING	9999888	2.58	80,401.92
	ENDING BALANCE			80,401.92

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	80,399.34
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2.58
ENDING BALANCE	80,401.92
AVERAGE BALANCE	80,399.34

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	49.91







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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276001

**ACCOUNT NAME:** INVESTMENT FUND

**STATEMENT PERIOD:** 11/01/2021 - 11/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0391%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 58 DAYS AND THE NET ASSET VALUE FOR 11/30/21 WAS 0.999929.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,591,341.62
11/09/2021	ACH WITHDRAWAL	6133704	50,000.00 -	4,541,341.62
11/30/2021	MONTHLY POSTING	9999888	146.33	4,541,487.95
	ENDING BALANCE			4,541,487.95

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	4,591,341.62
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	50,000.00
TOTAL INTEREST	146.33
ENDING BALANCE	4,541,487.95
AVERAGE BALANCE	4,554,674.95

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	2,016,732.47	3,053,613.52	3,673.10

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276002

**ACCOUNT NAME:** TURBEVILLE RD IMPROVEMENT FUND

**STATEMENT PERIOD:** 11/01/2021 - 11/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0391%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 58 DAYS AND THE NET ASSET VALUE FOR 11/30/21 WAS 0.999929.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			94,904.78
11/30/2021	MONTHLY POSTING	9999888	3.07	94,907.85
	ENDING BALANCE			94,907.85

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	94,904.78
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3.07
ENDING BALANCE	94,907.85
AVERAGE BALANCE	94,904.78

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	58.93



**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2021-1220-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
HICKORY CREEK, TEXAS DESIGNATING THE DENTON RECORD  
CHRONICLE AS THE OFFICIAL NEWSPAPER FOR THE TOWN OF  
HICKORY CREEK, TEXAS.**

**WHEREAS**, the Town of Hickory Creek is required to adopt an official municipal newspaper as per Chapter 52.004 of the Texas Local Government Code;

**WHEREAS**, the Town of Hickory Creek shall publish in the official newspaper that holds more than a de minimis number of subscribers within a specific geographic region, has a diverse subscribership, and publishes some items of general interest to the community; and

**WHEREAS**, the Town Council finds that *Denton Record Chronicle* meets the criteria listed above, and:

1. devotes not less than 25% of its total column lineage to general interest items;
2. is published at least once each week;
3. is entered as 2<sup>nd</sup> class postal matter in the county where published; and
4. has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

**WHEREAS**, the Town Council of the Town of Hickory shall publish in the official newspaper each ordinance; captions of ordinances; notice; or other matter required by law or ordinance to be published.

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

Section 1

The Town of Hickory Creek hereby designates the *Denton Record Chronicle* as the official newspaper of the Town of Hickory Creek.

Section 2

The Town of Hickory Creek hereby finds that *Denton Record Chronicle* has more than de minimis number of subscribers within the geographic region containing the Town of Hickory Creek, Texas, has a diverse subscribership, and publishes some items of general interest to the community of Hickory Creek, Texas.

Section 3

The Town Secretary is hereby authorized to publish required matters with the official newspaper for the Town of Hickory Creek.

Section 4

That this resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** this the 20<sup>th</sup> day of December, 2021.

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Lynn C. Clark, Mayor  
Town of Hickory Creek

ATTEST:

APPROVED AS TO FORM:

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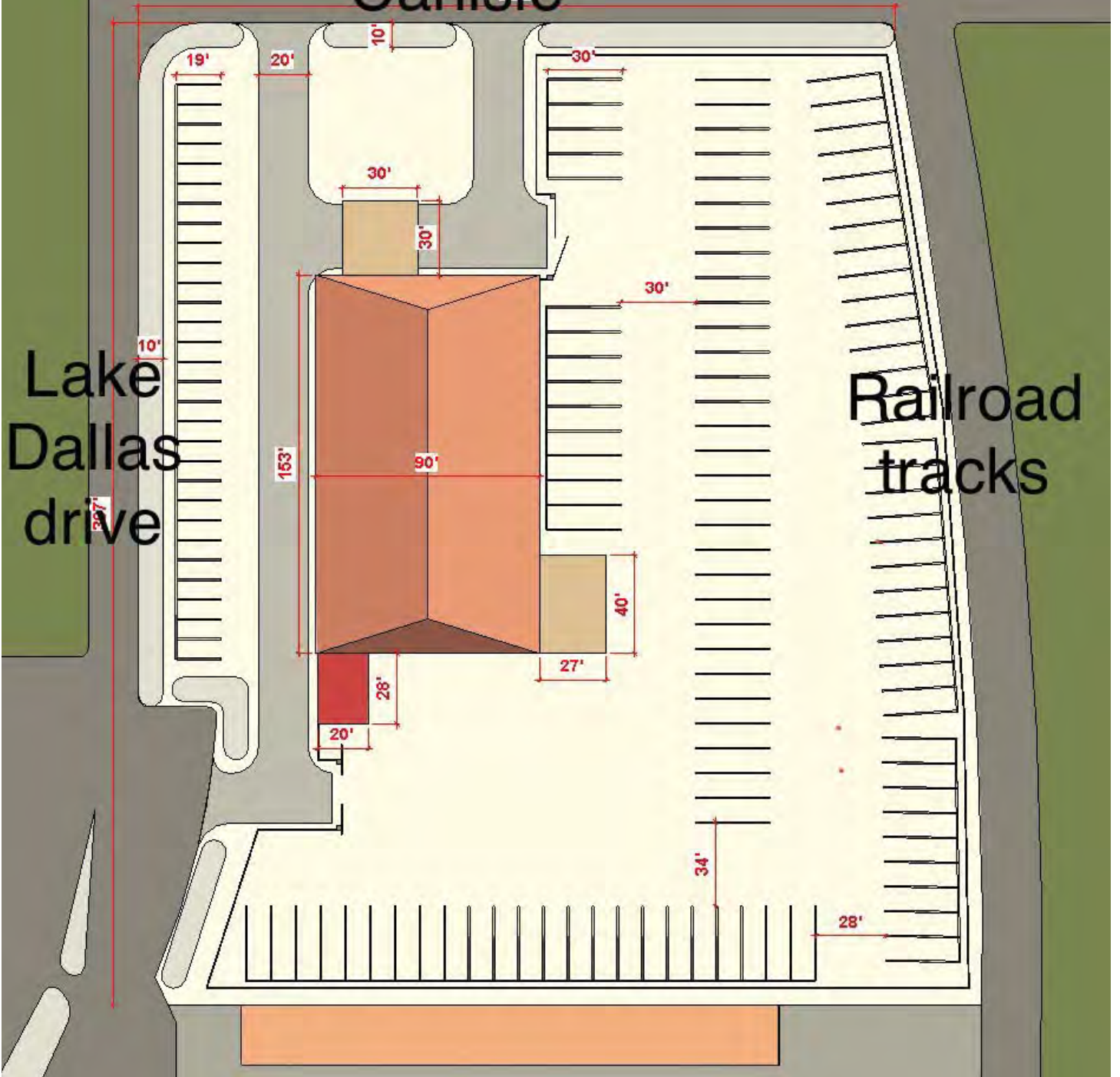
Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

---

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



# Carlisle



**What is the proposed use?**

AWS Boats sells new and used Centurion wake boarding and surfing boats. Additionally, AWS Boats sells Bentley pontoon boats. New boats range from \$150,000 to \$300,000, while used boats taken in on trade range from \$50,000 to \$200,000. AWS Boats plan for this site contains a showroom, pro shop, and service center. In addition to boating accessories for the types of boats AWS Boats sells, general boating accessories would be available for purchase.

**Why do you believe that the approval of the request would be in harmony with the character of the neighborhood?**

This SUP application is in harmony with the character of the neighborhood because it less than ¼ mile from Arrow Head Park, which has multiple boat ramps for Lake Lewisville. Further, there are multiple boat dealerships along this particular stretch of Interstate 35, commonly referred to as "Boat Row." This property's immediate neighbor houses Eagle Marine Dallas, that sells Tige boats. This type of business would attract boating customers to Hickory Creek because they could have their current boat serviced by AWS Boats, or a family could be looking to purchase a new boat for enjoyment on Lake Lewisville. Given its proximity to Lake Lewisville, this location is ideal for a boat dealership and service center.

**Why do you believe that the approval of this request would not be detrimental to the property or persons in the neighborhood?**

The 3-acre site is currently vacant with no improvements on the property. Attached to this application is a general rendering. The proposed rendering contains a brand new 8,000 square foot showroom, pro shop, and service center. This proposed SUP would not be a detriment to the property or persons in the neighborhood, but would add value to the area. Boating customers that visit AWS Boats will use Hickory Creek businesses. This business aligns with the demographics and surrounding area of Hickory Creek. Additionally, no hazard materials will be kept on the property.

**Why do you believe that there is a need in this area for the uses that would be allowed under this proposed zoning change?**

This specific site is ¼ mile from a public boat ramp to Lake Lewisville. This stretch of Interstate 35 has numerous boat dealers. Eagle Marine Dallas is on a neighboring property. This SUP is congruent with the surrounding area and would add incredible value to the town of Hickory Creek.

AWS Boats has been in business for twelve years on Eagle Mountain Lake. AWS Boats has outgrown this location and seeks to expand its business operations. AWS Boats' goal is for this location to become its DFW headquarters.





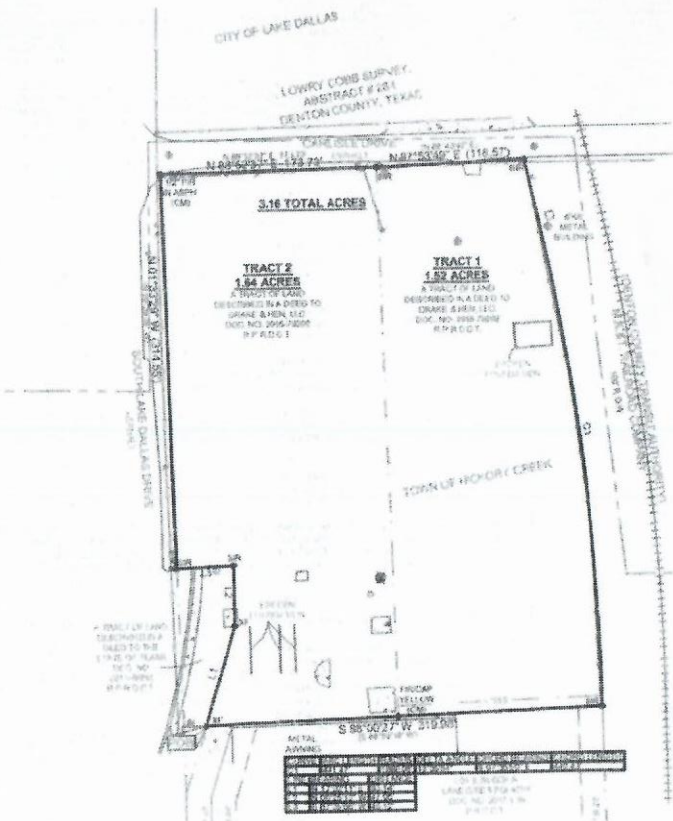
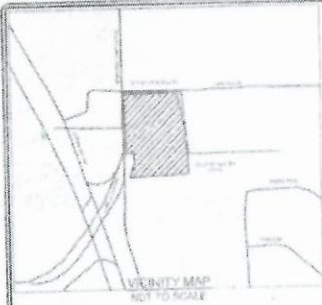












Being all of that certain lot, tract or parcel of land lying and being situated in the Lowry Cobb Survey, Abstract Number 204, and being all of that Tract 1 and Tract 2 described in a deed to Drake & Hen, LLC, recorded in Document Number 2016-79002 of the Real Property Records of Denton County, Texas and being more fully described by miles and bounds as follows:

- BEINGING at a "P" not found, being the South-East corner of said Drake & Hen Tract 2, also being the Southwest corner of a tract of land described in a deed to The State of Texas, recorded in Document Number 2014-05291 of the Real Property Records of Denton County, Texas, and also being the Northern most Northwest line of Lot 3, Block A of Lake Cities Palms, recorded in Document Number 2017-195 of the Plat Records of Denton County, Texas.
- THENCE along the common line of this and said State of Texas tract, North 17 degrees 02 minutes 11 seconds East a distance of 60.14 feet to an "X" not found.
- THENCE along the common line of this and said State of Texas tract, North 60 degrees 35 minutes 13 seconds West a distance of 47.92 feet to a capped iron rod stamped "KAZ" at an ELL corner of said Drake & Hen Tract 2, being the Northeast corner of said State of Texas tract.
- THENCE along the common line of this and said State of Texas tract, South 67 degrees 05 minutes 05 seconds West a distance of 48.12 feet to a capped iron rod set stamped "KAZ" in the East line of South Lake Dallas Drive, being the Northern most Southwest corner of said Drake & Hen Tract 2, and also being the Northwest corner of said State of Texas tract.
- THENCE along said East line of South Lake Dallas Drive, North 01 degree 33 minutes 29 seconds West a distance of 314.95 feet to a 1/2 inch iron rod found in asphalt, at the intersection of said East line of South Lake Dallas Drive and the South line of Carlisle Drive, being the Northwest corner of said Drake & Hen Tract 2.
- THENCE along said South line of Carlisle Drive, North 86 degrees 52 minutes 37 seconds East a distance of 173.73 feet to a capped iron rod set stamped "KAZ" in said South line of Carlisle Drive, being the Northeast corner of said Drake & Hen Tract 2, and also being the Northeast Corner of said Drake & Hen Tract 1.
- THENCE along said South line of Carlisle Drive, North 87 degree 55 minutes 49 seconds East a distance of 118.57 feet to a capped iron rod set stamped "KAZ" in the West line of a 100 feet wide Right-of-Way to M&K & T Railroad Company, being the Northeast corner of said Drake & Hen Tract 1.
- THENCE along said West line of M&K & T Railroad Company, with a non-tangent curve to the Right whose long chord bears South 37 degrees 28 minutes 56 seconds East and whose radius is 1800.08 feet and whose arc length is 441.47 feet to a capped iron rod set stamped "KAZ" in said West line of M&K & T Railroad Company, being the Southeast corner of said Drake & Hen Tract 1, also being the Northeast corner of said Lot 3, Block A.
- THENCE along the common line of this tract and said Lot 3, Block A, South 86 degree 02 minutes 27 seconds West, passing a capped iron rod found at a distance of 166.3 feet, being the Southwest corner of said Drake & Hen Tract 1, and also being the Southeast corner of said Drake & Hen Tract 2, and continuing along the same course a total distance of 319.08 feet to the POINT OF BEGINNING and containing 3.16 acres of land more or less.

GENERAL NOTES

- 1. Surveyor did not abstract the property. Survey is based on legal and easement description provided by owner.
- 2. Nothing in this survey is intended to express an opinion regarding ownership or title.
- 3. This deed certifies is understood to be an expression of professional judgement by the surveyor, which is based on his best knowledge, information and belief.
- 4. This survey is being provided solely for the use of the parties to whom the survey is certified and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the transaction to which the survey is certified.
- 5. The surveyed property is located at 104 Carlisle Drive, Hickory Creek, Texas (ITEM 2).
- 6. FLOOD STATEMENT: I have reviewed the F.E.M.A. Flood Insurance Rate Map for the Town of Hickory Creek, Community Number 481155 effective date 04-19-2011 and that map indicates as shown that this property is within "Zone Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood (500-year) as shown on Panel 535 G of said map. (ITEM 3)
- 7. The gross land area of the surveyed property is 3.16 acres of land. (ITEM 4)
- 8. There is no visible evidence of repair street or sidewalk construction or repairs observed in the process of conducting the fieldwork other than is shown hereon. (ITEM 17)
- 9. No encroachments found on subject property, other than shown.

Handwritten initials and signature: DS, RB

TITLE COMPANY Capital Title

LEGEND: Symbols for utility lines (water, sewer, gas, electric, telephone), survey markers (iron rods, nails, pins), and other features like fences and easements.

SURVEYOR: KAZ SURVEYING, INC. 1720 WESTMINSTER STREET DENTON, TEXAS 76205 PHONE: (817) 382-3446 EMAIL: INFO@KAZSURVEYING.COM TEL#: FIRM #150227-00

SURVEYORS CERTIFICATION: Certified to Capital Title of Texas - National Commercial - (D/W/N) (G/P/N) (2019-191-14) First National Title Insurance Company All Texas Industrial Properties, Inc., and Drake & Hen, LLC, and assigns.

The Survey and the information, courses and distances shown thereon are correct, the title lines and lines of actual possession are the same.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standards Manual Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 7(a), 8, 11, 17, and 19 of Table A thereof. The field work was completed on October 5, 2020.

Date of Plat or Map, October 6, 2020

Signature: Kaitlyn A. Zoller, R.P.L.S. No. 1312



ALTA/NSPS LAND TITLE SURVEY 104 CARLISLE DRIVE HICKORY CREEK, TEXAS 75065

KAZ SURVEYING logo and contact information: 1720 WESTMINSTER DENTON, TX 76205 (817) 382-3446 JOB NUMBER: 20077 DRAWN BY: TMM DATE: 05-15-2020 R.P.L.S. KAREN A. ZOLLNER

Kristi,

My name is Todd May with Alphagraphics Dallas. Our client Founders Classical Academy had us install new signage at their 800 Point Vista Rd #518, Hickory Creek, TX 75065 address.

When the project was conceived we had sent mockups to client and then once approved we moved forward to get permits. We had our sign installers pull the permits. Once they submitted mockups and descriptions, we were informed the 2 large shields that were to be 8', could only be 6' per Ordinance 3.08.010(B).

We informed our client and they decided to remove those two items from the project. The installer resubmitted for permits minus the two shields and were approved for all of the other signage. At this point we had our installers produce and install the signage as at the time we were extremely busy and unable to meet the deadline for producing the signs. 3D Graphics produced and went out and installed the signs.

Unfortunately they mistakenly produced the two signs that were not supposed to be or approved and installed on the building. We are trying see if there is anyway to get an exception being that they are already on the building and look great. We are trying to prevent having to take them down as this would result in having to do repairs to the stucco as the adhesive we use is very aggressive and most likely will remove paint and possibly chunks of the stucco.

I have attached pics of the two signs as they are now. We do apologize for the mistake and are here to do whatever is needed to rectify the situation. Thank you for your help with this matter. If you have any questions feel free to call or email me.

Todd May  
214-478-7372  
toddmay@alphagraphics.com









**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2021-12-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.07 BOARDS AND COMMISSIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council is empowered under section 51.012 of the Local Government Code to adopt ordinances necessary for the government, interest, welfare, or good order of the municipality; and

**WHEREAS**, the Town Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order of the Town; and

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

**SECTION 1.**  
**INCORPORATION OF PREMISES**

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

**SECTION 2.**  
**FINDINGS**

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas and necessary for the government, interest, welfare, and good order of the Town.

**SECTION 3.**  
**AMENDMENTS**

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 1 General Provisions; Article 1.07 Boards and Commissions; Division 5 – Arts and Culture Board is hereby created and shall read:

**Sec. 1.07.051 – Creation**

The Arts and Culture board is created to act in an advisory capacity to the town council in matters pertaining to arts and culture within the Town of Hickory Creek.

**Sec. 1.07.052. - Membership and appointment.**

- (a) The arts and culture board shall be composed of seven members, at least two of which must be qualified electors of the town. In appointing members to the board, the town council may consider a person's past civic involvement, a person's interest in arts and culture within Hickory Creek, a person's experience and occupational background, and a person's willingness and ability to prepare for and attend meetings. It is the intent of the town council that members shall, by reason of diversity of their individual occupations, constitute a board which is broadly representative of both Hickory Creek, Texas, and the North Texas region.
- (b) If any member of the arts and culture board fails to attend three or more consecutive meetings of the board, or any three regular meetings of the board in a twelve-month period, the position held by that member may be declared vacant by the town council. Such vacancy shall be filled as provided for in section 1.07.053 of this division.
- (c) Members of the arts and culture board serve at the pleasure of the Town Council, who may recall or remove any member, at any time, for any reason not prohibited by law.

**Sec. 1.07.053. Terms of office.**

The terms of four members shall expire on June 1st of each odd numbered year. The members of the board shall be identified by place numbers one through seven. The odd-numbered places shall expire in the odd-numbered years; the even-numbered places shall expire in the even-numbered years. Board members may be appointed to succeed themselves. Vacancies shall be filled for the unexpired terms, but no member shall be appointed for a term in excess of two years. Newly appointed members shall be installed at the first regular board meeting after their appointment.

**Sec. 1.07.054. Organization.**

The board shall hold an organizational meeting in June of each year and shall elect a chairperson and vice-chairperson from among its members before proceeding to any other matters of business. The chairperson shall preside over meetings and shall vote only in the case of a tie. In the absence of the chairperson, the vice-chairperson shall assume the duties of the chairperson. The vice-chairperson, when acting as a chairperson, shall retain the right to vote. The board shall elect a secretary and such other officers as it deems necessary either from its membership or from staff representatives assigned by the chief executive of the town to work with the board. The board shall meet regularly and shall designate the time and place of its meetings.

**Sec. 1.07.055. Duties and powers.**

The arts and culture board is hereby charged with the duty and invested with the authority to:

- 1) Formulate and recommend to the Town Council for its adoption a schedule of events and activities for the promotion of arts and culture within the Town of Hickory Creek

and its environs, and from time to time recommend such changes in the plan as it finds will facilitate the promotion and advancement of arts and culture within the Town.

- (2) Study and recommend on the location, extension and planning of public arts and culture facilities, and on the vacating or closing of same.
- (3) Study and recommend on the design or alteration and on the location or relocation of works of art which are, or may become, the property of the town.
- (4) Keep itself informed with reference to the progress of arts and culture events and improvements in other cities and counties throughout the state and other states and recommend improvements in the adopted plans of the town.
- (5) Submit regularly a progress report to the town council summarizing its activities, major accomplishments, and a proposed work program for the month(s) to follow. The report shall contain for the year the attendance record of all members and the identity of commissioned officers.
- (6) Perform such other duties as the town council may assign.

#### **Sec. 1.07.056. Meeting and quorum.**

A majority of the board shall constitute a quorum and the affirmative vote of the majority of the quorum shall be necessary to pass any motion. Failure to secure a majority vote to pass a motion shall be recorded in the minutes as a denial of the motion.

#### **Sec. 1.07.057. Disqualification from voting.**

Conditions for disqualification by a voting member of the board shall be as follows:

- (1) A member shall disqualify himself from voting whenever he finds that he has a personal or monetary interest in the subject matter before the board, or that he will be directly affected by the decision of the board.
- (2) A member may disqualify himself from voting whenever any applicant, petitioner, or other person having business before the board, has sought to influence the vote of the member, other than in a public meeting.

### **SECTION 4. CUMULATIVE REPEALER CLAUSE**

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

Provided, however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 5.**  
**SAVINGS CLAUSE**

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

**SECTION 6.**  
**SEVERABILITY**

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

**SECTION 7.**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 8.**  
**EFFECTIVE DATE**

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 20<sup>th</sup> day of December, 2021.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS  
ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING CHAPTER 15 “SHORT TERM RENTALS”; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AND EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council is empowered under section 51.012 of the Local Government Code to adopt ordinances necessary for the government, interest, welfare, or good order of the municipality;

**WHEREAS**, the increase in the number of persons or entities desiring to rent their residential properties has led to the proliferation of transient and vacation rental uses within neighborhoods previously planned, approved and constructed for use as single-family residences; and

**WHEREAS**, the use of single-family residences by individuals for short periods of time may negatively impact the residential character of many neighborhoods by reducing communication and accountability between permanent residents by partially substituting permanent residents with transient visitors; and

**WHEREAS**, the regulation of the use and operation of such “short-term rental” property is intended to prevent the further erosion of pre-existing and stable single family neighborhoods, and further advance the Town Council’s objective of championing great neighborhoods; and

**WHEREAS**, the Town Council finds the imposition and collection of Hotel Tax on short term rentals as authorized by state law is in the best interest of the Town, and will assist with tourism within the Town; and

**WHEREAS**, the requirement of an annual short-term rental permit that could be suspended or revoked in the event of repeated nuisance violations related to noise, trash, parking, etc. or violations of this ordinance; and

**WHEREAS**, Town Council finds that regulating the short-term rental of residential property is necessary for the health, safety and welfare of the general public, and the protection of landowners and residents of the Town of Hickory Creek;

**WHEREAS**, the Town Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order of the Town; and

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

**SECTION 1.**  
**INCORPORATION OF PREMISES**

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

**SECTION 2.**  
**FINDINGS**

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas and necessary for the government, interest, welfare, and good order of the Town.

**SECTION 3.**  
**AMENDMENTS**

3.01 That the Town of Hickory Creek Code of Ordinances is hereby amended by creating a new Chapter 15 Short Term Rentals which shall read:

ARTICLE I  
GENERAL PROVISIONS

**Section 1.01 Title**

This Chapter of the Code of the Town of Hickory Creek is hereby designated and shall be known and referred to as the “Short-term Rental” Chapter of the Town Code of Ordinances.

**Section 1.02 Purpose**

The purpose of this Chapter is to safeguard the life, health, safety, welfare, and property of the occupants of residential dwelling units, the neighbors of said occupants, and the public, through the regulation of short-term rental activity within the Town of Hickory Creek. The intent of this Chapter is to preserve the neighborhood character of residential subdivisions within the Town of Hickory Creek and to minimize adverse impacts to the housing supply caused by the conversion of residential units to tourist or transient use.

**Section 1.03 Applicability**

The provisions of this Chapter shall apply to all existing and future residential properties, both primary and accessory structures, and any portions thereof.



ARTICLE II  
DEFINITIONS

**Section 2.01 Definitions**

*Administrator* means the employee designated by the Town Administrator to enforce and administer this Chapter, including that employee's designees.

*Advertise* means the act of drawing the public's attention to a short-term rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or mobile application.

*Bedroom* means the living area(s) of the dwelling unit that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code.

*Booking Service* means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between an Owner and a prospective Occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

*Hosting Platform* means a person or entity that participates in the short-term rental business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer premises for an occupant on a short-term basis. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise the premises through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential occupants arrange their use and their payment, whether the would-be occupant pays rent directly to the Owner or to the Hosting Platform.

*Occupant* means any individual person living, sleeping or possessing a building, or portion thereof. A person is not required to be paying rent, providing in-kind services, or named in any lease, contract or other legal document to be considered an occupant.

*Owner* means any person, agent, operator, firm, trust, corporation, partnership, or any other legal entity who has a legal or equitable interest in the property; or who is recorded in the official records of the county as holding title to the property; or who otherwise has control of the property, including the guardian of the estate of any such person, and the executor of the estate of such person if ordered to take possession of real property by a court.

*Premises* means property, a lot, plot or parcel of land, including any structures or portions of structures thereon.

*Short-term rental (STR)* means a residential premise, or portion thereof, used for lodging accommodations to occupants for a period of less than thirty (30) consecutive days. The definition of short-term rental does include a Bed and Breakfast as defined as a residential unit which requires the owners or operators to be in residence at the same time as those renting the residence. Neither STR or Bed and Breakfast properties are allowed to have operate multifamily or multiple rental units on one tract of land. Motels are not allowed by the terms of this ordinance.

ARTICLE III  
GENERAL REGULATIONS

**Section 3.01 Unpermitted short-term rentals prohibited**

A. It shall be unlawful for any owner or person to rent, lease, advertise, or otherwise permit or allow any residential premises to be operated or used as an unpermitted Short-term Rental. This ordinance is not passed with the intent or purpose of allowing short term rentals in areas where valid deed restrictions prohibit them.

B. It shall be an affirmative defense to a violation of this Section that the occupant is a party to the sale of the premises and was occupying the premises pursuant to a written post-closing occupancy agreement.

**Section 3.02 Requirements for hosting platforms**

A. All Hosting Platforms shall provide the following information in a notice to any owner listing a Short-term Rental located within the Town of Hickory Creek through the Hosting Platform's service. The notice shall be provided prior to the owner listing the premises and shall include the following information: THE "SHORTTERM RENTAL" CHAPTER OF THE HICKORY CREEK TOWN CODE PROHIBITS THE SHORT-TERM RENTAL OF RESIDENTIAL PREMISES WITHIN THE TOWN OF HICKORY CREEK WITHOUT AN ACTIVE SHORTTERM RENTAL PERMIT."

B. Notwithstanding any other provision of this Chapter, nothing shall relieve any owner, person, occupant, or Hosting Platform of the obligations imposed by the applicable provisions of state law and the Hickory Creek Code of Ordinances, including but not limited to, those obligations imposed by the Tax Code. Further, nothing in this Chapter shall be construed to limit any remedies available under the applicable provisions of state law and the Hickory Creek Code of Ordinances.

**Section 3.03 Short-term rental permit required**

An owner who desires to use its premises as a short-term rental must have a valid, active short-term rental permit from the Town prior to using, allowing the use of, or advertising the use of said premises as a short-term rental. Upon application to the Town, a short-term rental permit shall be approved by Administrator, or designee, if the application satisfies all the conditions of this Chapter, and the applicable ordinances of the Town of Hickory Creek Town Code. The Administrator may place reasonable conditions on a short-term rental permit to ensure compliance with the provisions of this Chapter. The annual fee for a short-term rental permit shall be \$1500.00 per year, to defray the administrative expenses, inspections, and personnel costs of the STR program. The fee may be amended at any time by separate ordinance.

**Section 3.04 Expiration of permit; renewals**

A short-term rental permit shall expire on the last day of the month one year after the date of issuance. No short-term rental permit may be renewed without a completed renewal application submitted by the owner and payment of the renewal fee. If the renewal application satisfies all the conditions of this Chapter and all other applicable Town Code of Ordinances provisions, an application for the renewal of a short-term rental permit shall be approved by the

Administrator, or designee.

The Administrator may place reasonable conditions on a short-term rental renewal permit to ensure compliance with the provisions of this Chapter. A residential unit to be used as a short-term rental must meet all applicable building codes of the Town of Hickory Creek, and all applicable provisions of Texas state law to the requirements for health safety and welfare of the residents for hotels and motels.

### **Section 3.05 Requirements of application.**

A. Except as provided in this Section, every complete application for a short-term rental permit shall include the following information with such detail and in a form approved by the Administrator:

1. The name, address, contact information and authenticated signature for the owner of the premises;
2. The name, address and contact information of the operator, agent if any, and designated local responsible party as required in Section 3.06;
3. The Town registration number for Hotel Occupancy Tax;
4. A plot plan of the premises identifying the location of parking spaces to be used in conjunction with the short-term rental;
5. A dimensioned floor plan of the proposed short-term rental identifying bedrooms, other living spaces and emergency evacuation routes;
6. Proof of insurance as required in Section 3.07;
7. The name and contact information for the property owner's association, if any, of which the premises is covered by the dedicatory instruments;
8. A copy of the proposed host rules for the short-term rental; and
9. Such certifications deemed necessary and proper to ensure compliance with this Chapter.

B. An application for a short-term renewal permit may be filed beginning thirty (30) days prior to expiration of a current permit. Every complete application for a short-term rental renewal permit shall include updates, if any, to the information contained in the original permit application or any subsequent renewals. The permit holder shall sign a statement affirming that there is either no change to such information, or that any updated information is accurate and complete. The Administrator may require such certifications deemed necessary and proper to ensure continuing compliance with this Chapter.

C. An application for a short-term rental renewal permit submitted after the expiration of the most immediate permit for the premises shall be treated as an application for a new permit as described in subsection A of this Section.

D. If a complete application for a short-term renewal permit is submitted less than thirty (30) days prior to expiration of the current permit, the Administrator in his or her sole discretion may grant a one-time extension of the current permit not to exceed ten (10) days.

### **Section 3.06 Designation of local responsible party required**

An owner must designate the name and contact information of a local responsible party who can be contacted regarding immediate concerns and complaints from the public. Said

individual must be available to be reached in person or by phone at all times while occupants are on the premises of a short-term rental.

If called, a local responsible party must be able to and shall be present at the premises within one (1) hour of call from Administrator, or his designee. A local responsible party must be authorized to make decisions regarding the premises and its occupants. A local responsible party may be required to, and shall not refuse to, accept service of citation for any violations on the premises. Acceptance of service shall not act to release owner of any liability under this chapter.

### **Section 3.07 Proof of insurance required**

It shall be unlawful for the owner of premises operating as a short-term rental to operate without host protection or other liability insurance commensurate with the operations of the short-term rental that provides coverage of up to \$1 million per occurrence. A certificate of insurance must be on file with the Administrator. Proof of insurance shall be required at the time of application and notice of cancelation of insurance must be made to the Administrator within 30 days.

### **Section 3.08 Inspection required and required safety features**

No permit or renewal permit shall be approved for a short-term rental until the Town has inspected the premises and found the premises to be in compliance with minimum health and safety requirements for use and occupancy. If a premises fails to pass an inspection, a reinspection fee may be charged for each subsequent inspection in accordance with the fee established by resolution. All provisions of Texas State law regarding health safety and welfare requirements in rental homes shall apply to short term rentals in the Town. In addition, the security devices required by Sections 92.153 and Smoke alarms and Fire Extinguishers of Section 92.251 of the Texas Property Code shall be installed, and functioning, in all short-term rental property. In addition, cooking stoves will have automatic fire suppression systems, such as the “Stovetop Firestop” or similar system.

### **Section 3.09 Permit fees**

Fees established by resolution of the Town Council will be charged to reimburse the Town for all costs associated with the administration of this chapter. The permit fee for a Short-Term Rental is \$1500.00 per year, plus any additional fees required.

### **Section 3.10 Hotel occupancy taxes; Request for occupancy history**

It shall be unlawful for an owner of premises used for a short-term rental to fail to pay hotel occupancy taxes required under State law and the Hickory Creek Code of Ordinances. Upon request of the Administrator, the owner of a premises used as a short-term rental shall remit, within 30 days, an accounting of all occupants who rented the premises and the hotel occupancy taxes paid therefor. It shall be unlawful for a person to fail to provide said information requested in a timely manner. This ordinance authorizes the imposition of Local Hotel Occupancy Taxes as authorized by Title 3. Subtitle D. Chapter 351 of the Texas Tax Code. Such taxes are applicable to Short Term Rentals by state law. The Mayor and Town Administrator are authorized to take all action needed to impose and collect the tax in Hickory Creek. The initial tax rate shall be seven (7) per cent.

### **Section 3.11 Short-term rental permit nontransferable**

A short-term rental permit is non-transferable and shall not be assigned nor transferred to another person or entity. Any attempt to transfer a permit or attempt to use another person's permit is grounds for revocation of said permit.

### **Section 3.12 Restrictions on number of occupants**

A. It shall be unlawful for an owner or person to rent, allow, provide, or advertise for more than two (2) persons per bedroom, plus two (2) additional persons, when using the premises as a short-term rental.

B. Regardless of the number of bedrooms at the premises, it shall be unlawful:

1. For more than twelve (12) persons (including children), to occupy a short-term rental residence and lot at any one time: or
2. For the owner or operator to allow, suffer or permit the number of occupants living, sleeping within or possessing a short-term rental to exceed the maximum occupancy shown on the short-term rental permit or renewal permit.

C. A visual inspection of more than twelve (12) persons by a Town employee at the premises is prima facie evidence of and shall be probable cause to issue a citation for a violation of this section.

### **Section 3.13 Parking restrictions**

The maximum amount of motor vehicles allowed at a short-term rental shall be limited to the number of available off-street parking spaces. It shall be unlawful for an owner or person to permit, allow or advise occupants to park more vehicles on the premises than the available off-street parking spaces, or to suffer or permit parking of vehicles on an unapproved surface. It shall be unlawful for an occupant of a short-term rental to park a motor vehicle on a residential street within 100 feet of the boundary of a property containing a short-term rental. It shall be unlawful for an occupant of a short-term rental, or an owner thereof to allow an occupant, to park or occupy a motor home, recreational vehicle, boat, commercial vehicle, or otherwise prohibited motor vehicle on the premises of a short-term rental or on a residential street near a short-term rental. Approved parking surfaces are asphalt and concrete, which require a permit for installation. No parking is allowed in the side yard or rear yard of the property. Parking in the front yard is as otherwise required by ordinance. Not more than twenty per cent of the front yard may be paved for parking for lots more than one fourth acre.

### **Section 3.14 Minimum stay required.**

It shall be unlawful for an owner to rent or lease a short-term rental for a period of less than 24 hours.

### **Section 3.15 Physical conversion of premises prohibited**

A. It shall be unlawful for an owner or person to convert a garage to living space, remodel, renovate, enlarge, or otherwise modify premises to add additional bedrooms for use as a Short-term Rental, or otherwise.

B. It shall be unlawful for an owner or person to pave or otherwise cover pervious soil to

create additional on-premises parking without prior approval from the Town of Hickory Creek.

C. Approved surfaces for parking for a short-term rental are asphalt and concrete, placed in compliance with town ordinances and constructed only upon the issuance and compliance with a Town building permit. Parking on grass, dirt, or gravel is not permitted, nor is parking behind the front building line of the residence.

### **Section 3.16 Sound equipment restrictions**

It shall be unlawful for an owner or occupant of a short-term rental to use or allow the use of amplified sound equipment that produces sound audible beyond the property line of the premises between the hours of 11:00 p.m. and 6:00 a.m.

### **Section 3.17 On-premises curfew requirements**

It shall be unlawful for an owner or person to allow the congregation of occupants outside at the premises between the hours of 11:00 p.m. and 9:00 a.m.

### **Section 3.18 Trash pickup requirements**

It shall be unlawful for an owner or occupant to place, or allow to be placed, trash on the premises before 7:00 PM the evening prior to scheduled pickup or on a day not scheduled for pickup by the Town or its authorized solid waste transportation vendor.

### **Section 3.19 Notice to occupants of short-term rentals**

An owner or person operating a short-term rental shall provide a notice of instructions (also known as “host rules”) to occupants staying at the premises in a form developed by the Administrator. The notice shall instruct the occupants as to all applicable Town regulations pertaining to short-term rentals. These include, but are not limited to, occupancy restrictions, limits on parking, trash pickup, prohibitions on special events, limits on amplified sound, and curfew times.

### **Section 3.20 Permit to be displayed.**

A copy of the approved short-term rental permit shall be posted at a conspicuous location inside the front entrance(s) to the short-term rental.

### **Section 3.21 Use of assigned permit number required**

It shall be unlawful for an owner or person to advertise a short-term rental in any medium, including but not limited to newspaper, magazine, brochure, website, or mobile application without including the current permit number assigned by the Administrator.

### **Section 3.22 Use of unauthorized permit number prohibited**

It shall be unlawful for an owner or person to use, advertise or promote or allow the use, advertisement or promotion of a short-term rental using a permit number not assigned to the owner or person, or to a different address, or to a different dwelling unit.

## **ARTICLE IV**

## ADMINISTRATIVE PROCEDURES

### **Section 4.01 Revocation of permit**

A. Grounds. Any permit issued hereunder may be revoked by the Administrator if the permit holder has:

- (1) received more than two citations for violations of this chapter or any other provision of this Code of Ordinances within the preceding 12-month time period; or
- (2) failed or refused to comply with an express condition of the permit and remains in non-compliance ten (10) days after being notified in writing of such non-compliance; or
- (3) knowingly made a false statement in the application; or
- (4) otherwise become disqualified for the issuance of a permit under the terms of this Chapter.

B. Notice. Notice of the revocation shall be given to the permit holder in writing, with the reasons for the revocation specified in the notice, served either by personal service or by certified United States mail to their last known address. The revocation shall become effective the day following personal service or if mailed, three (3) days from the date of mailing.

C. Appeal; hearing. The permit holder shall have ten (10) days from the date of such revocation in which to file notice with the Administrator of their appeal from the order revoking said permit. The Administrator shall provide for a hearing on the appeal in accordance with the provisions of this Article.

D. One-Year Waiting Period. In the event an owner's short-term rental permit is revoked by the Administrator, no second or additional permit shall be issued for a short-term rental on the premises for one year of the date such permit was revoked.

### **Section 4.02 Administrative appeals of denial or revocation of permit**

A. Upon denial or revocation of a permit, the Administrator, or her designee, shall notify the applicant or permit holder, in writing, of the reason for which the permit is subject to denial or revocation. To contest the denial or revocation of a permit, the applicant or permit holder shall file a written request for a hearing with the Administrator within fifteen (15) days following service of such notice. If no written request for hearing is filed within fifteen (15) days, the denial or revocation is sustained.

B. The appeal shall be conducted as an administrative hearing before the Municipal Judge, or his designee, within thirty (30) days of the date on which the notice of appeal was filed with the Administrator.

C. The hearings provided for in this Section shall be conducted by the Municipal Judge, or his designee, at a time and place designated by the Municipal Judge, or his designee. Based upon the recorded evidence of such hearing, the Municipal Judge, or his designee, shall sustain, modify or rescind any notice or order considered at the hearing. A written report of the hearing decision shall be furnished to the applicant or permit holder requesting the hearing.

D. After such hearing, an applicant or permit holder whose permit was denied or revoked by the Municipal Judge, or his designee, may appeal to the Board of Adjustment (“BOA”) as an appeal of a Town Official in a civil permit issue.

E. An appeal shall not stay the denial or suspension of the permit unless otherwise directed by the Municipal Judge, or his designee.

#### **Section 4.03 Appeals of Administrator decision**

A. All appeals to the BOA Officer must be made in writing and received no less than ten (10) days after any final decision made by the Municipal Judge, or his designee, in accordance with above.

B. The BOA shall schedule the appeal hearing within twenty (20) days from receipt of the appellant or permit holder’s appeal request.

C. If by super majority vote the BOA finds by preponderance of the evidence that the denial or revocation of the permit was necessary to protect the health, safety, or welfare of the general public, the BOA shall affirm the denial or revocation of appellant’s application or permit.

D. The BOA may consider any or all of the following factors when reaching a decision on the merits of the appeal:

1. The number of violations, convictions, or liability findings;
2. The number of previous permit revocations;
3. The number of repeat violations at the same location;
4. The degree to which previous violations endangered the public health, safety or welfare;
5. Any pending action or investigation by another agency; and
6. The number of other violations of this Chapter, and/or state law, occurring on the property related to residential or short-term rental use.

E. After the hearing, the BOA shall issue a written order. The order shall be provided to the appellant by personal service or by certified mail, return receipt requested.

F. The BOA may affirm or reverse the denial or revocation of the permit. If affirmed, the order issued must state that the appellant is not eligible to receive a new permit for a short-term rental on the premises sooner than one year after the date of the order. If reversed, the permit shall be reinstated immediately, in the case of a revocation, or the permit shall be issued within three (3) business days, in the case of a denial.

G. The determination of the BOA shall be final on the date the order is signed.

H. An appeal to the BOA does not stay the effect of a denial or revocation or the use of any enforcement measure unless specifically ordered by the Administrator.



ARTICLE V  
ENFORCEMENT

**Section 5.01 Discontinuance**

A. The owner of a short-term rental that was not registered with the Town of Hickory Creek for hotel occupancy tax prior to January 31, 2022, and who is unable to obtain a permit for the same or fails or refuses to obtain a permit for the same following the effective date of this Chapter, shall discontinue the short-term rental use no later than February 11, 2022.

B. If the permit for a short-term rental is not obtained by January 31, 2022, the owner shall discontinue the use no later than December 31, 2022.

**Section 5.02 Penalties**

A. A person who violates any provision of this Chapter by performing an act prohibited or by failing to perform an act required is guilty of a misdemeanor. Each day on which a violation exists or continues to exist shall be a separate offense.

B. If the definition of an offense under this Chapter does not prescribe a culpable mental state, then a culpable mental state is not required. Such offense shall be punishable by a fine not to exceed Five Hundred Dollars and No Cents (\$500.00). Although not required, if a culpable mental state is in fact alleged in the charge of the offense and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, such offense shall be punishable by a fine not to exceed Two Thousand Dollars and No Cents (\$2,000.00).

C. If the definition of an offense under this Chapter prescribes a culpable mental state and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, then a culpable mental state is required, and the offense shall be punishable by a fine not to exceed Two Thousand Dollars and No Cents (\$2,000.00).”

3.03 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

**SECTION 4.**  
**CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 5.**  
**SAVINGS CLAUSE**

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

**SECTION 6.**  
**SEVERABILITY**

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

**SECTION 7.**  
**PENALTY**

If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in a court of competent jurisdiction to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined, except as otherwise provided herein, in a sum not to exceed Five Hundred Dollars (\$2000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

**SECTION 8.**  
**PUBLICATION CLAUSE**

The Town Secretary of the Town of Hickory Creek is hereby directed to publish in the Official newspaper of the Town of Hickory Creek, the Caption, Penalty Clause, and Effective Date clause of this Ordinance for two (2) days as required by Section 52.011 of the Texas Local Government Code.

**SECTION 9.**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 10.**  
**EFFECTIVE DATE**

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 20<sup>th</sup> day of December, 2021.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2021-1220-\_\_\_**

**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.**

**WHEREAS**, the Town of Hickory Creek (the ATown@), 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 desires to consolidate the existing fee schedules of the Town related to Animal Control Fees, Alarm Related Fees, Business Related Fees, Parks and Recreation Fees, Commercial Building Fees, Development Fees, Residential Building Fees, and Right of Way Management Fees, and others; and

**WHEREAS**, those fees are listed in the *Master Application and Fee Schedule* attached hereto as Exhibit A.

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

Section 1: The Town Council finds that the fees listed in the *Master Application and Fee Schedule* attached hereto as Exhibit A are hereby adopted.

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 20<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
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 MASTER APPLICATION AND FEE SCHEDULE

Adopted December 20, 2021



## ADMINISTRATIVE MISCELLANEOUS FEES

Type:		Fee
Beer and Wine Retailer Off-Premises Sales Permit		\$30
Credit Card Processing Fee		3%
Motorized Cart Permit	Two Year Permit	\$25
Newsletter Advertising	1/10 page per issue	\$20
	1/8 page per issue	\$25
	1/5 page per issue	\$40
	1/4 page per issue	\$50
Police Report		\$6
Public Information Request	Charges to recover costs associated with public information requests shall be assessed in accordance per the Texas Administrative Code, Title 1, Part 3, Chapter 70, Rule 70.3, Charges for Providing Copies of Public Information	
Returned Check Fee		\$25
Town Hall Facility Rental Fee		\$50 per hour

## ANIMAL CONTROL FEES

Adoption	Cat	\$120
	Dog	\$150
Animals in Excess	Per animal in addition to Annual Registration Fee	\$10
Annual Registration		No Charge
Holding	In addition to Impoundment Fee	\$15 Daily
Impoundment	1 <sup>st</sup> Impoundment	\$25
	2 <sup>nd</sup> Impoundment	\$50
	3 <sup>rd</sup> Impoundment	\$75
Owner Release	Hickory Creek Residents Only	\$150
Quarantine	In addition to Impoundment Fee	\$15 Daily

## ALARM RELATED FEES

Residential Permit	One-time	\$50
	Annual	No Charge
Commercial Permit	Annual	\$75



False Alarm Penalty	1 -3 per alarm call within 12 months	No Charge
	4-5	\$50
	6-7	\$75
	8	\$100

### **BUSINESS RELATED FEES**

Type:		Fee
Commercial Use of Boat Ramps for Rentals	Annual Use Fee	\$5,000
	Annual Launch Fee per trailer	\$500
Commercial Use of Boat Docks	Annual Use Fee	\$10,000
Commercial Use of Boat Ramps for Fishing Charters	Annual Use Fee	\$1,000
	Annual Launch Fee per trailer	\$500
Oil and Gas Well	Application Fee	\$10,000
	Notification Letters	\$6 per letter
	Yearly Inspection Fee	\$3,000
Overweight Vehicle exceeding 15,000 lbs.	Daily Permit	\$125 per vehicle
	Monthly Permit	\$300 per vehicle
	Yearly Permit	\$2,000 per vehicle
Short Term Rental Permit	Annual	\$1,500
Solicitor's Permit		\$75
	Each additional person	\$25
Towing Service Permit		\$15
Towing Service Maximum Fee	Car weighing up to 10,000 lbs.	\$255
	Car weighing more than 10,000 but less than 25,000 lbs.	\$357
	Car weighing more than 25,000 lbs.	\$459
	per unit with a total maximum	\$918

### **PARKS AND RECREATION FEES**

Boat Ramp	Daily Use Pass	\$10
	Hickory Creek Resident Annual Pass	\$0
	Non-Resident Annual Pass	\$100
Camp Site		\$20 Daily
Day Use	Vehicle Fee	\$5
	Hickory Creek Resident Annual Pass	\$0
	Non-Resident Annual Pass	\$25
Pavilion	Rental Fee	\$75
	Cleaning Fee	\$50 (Refundable)

## COMMERCIAL BUILDING FEE SCHEDULE

Permit fees for any project valued in excess of \$5,000 will be assessed according to the building permit fee table. Permit fees are valid 180 days from issue date.

Commercial Permit Type:	Method of Calculation	Min. Fee
Appeals to Board of Adjustment	Flat Fee	\$500
Continuance requested by applicant after public notice publication	Flat Fee	\$100
Certificate of Occupancy	Flat Fee	\$500
Attached Concrete	Flat Fee	\$225
Freestanding Concrete	Flat Fee	\$200
Contractor Registration (Plumbers and Electricians exempt)	Flat Fee	\$75
Drainage Permit	Flat Fee	\$250
Excavation		
Paved Area	Flat Fee	\$500
No Pavement	Flat Fee	\$50
Fence (new or replacement of more than 50%)	Flat Fee	\$150
Food Establishment Permit	Annual	\$460
	Additional Inspection	\$125
Irrigation Permit	Flat Fee	\$500
Inspections	Flat Fee	\$125
Electrical, plumbing or mechanical, etc.		
All additional reinspections, or red tags, each. (Fee due before next inspection may be scheduled.	Flat Fee	\$75
Removal	Flat Fee	\$500
Occasional Sale or Event	Flat Fee	\$50
Signs		
Non-Illuminated	Flat Fee	\$50
Illuminated	Flat Fee	\$150
Temporary Construction and Sales	Flat Fee	\$100
Temporary Banner or Sales	Flat Fee	\$50
Special Use Permit	Flat Fee	\$500
Temporary Construction or Sales Building, or Material Storage Area	Flat Fee, each	\$100
Temporary Merchandise Storage Container Each	Flat Fee	\$50 per month
Water Well	Flat Fee	\$300
Unpermitted Work Fee	Underlying Permit Fee x 2	\$200

## COMMERCIAL BUILDING FEE TABLE

Total Project Valuation:	Fee:
5,001.00 to 25,000.00	\$125.00 for the first \$5,000 plus 15.00 for each additional \$1,000, or fraction thereof, to and including 25,000
\$25,001.00 to \$50,000.00	\$425.00 for the first \$25,000 plus \$11.00 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001.00 to \$100,000.00	\$700.00 for the first \$50,000 plus \$7.50 for each additional \$1,000, or fraction thereof to and including \$100,000
\$100,001.00 to \$500,000.00	\$1075.00 for the first \$100,000 plus \$6.25 for each additional \$1,000, or fraction thereof to and including \$500,000
\$500,001.00 to \$1,000,000.00	\$3575.00 for the first \$500,000 plus \$5.25 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,000.00 and up	\$6200.00 for the first \$1,000,000 plus \$3.50 for each additional \$1,000, or fraction thereof.
Plan Review Fee	65% of Building Permit Fee
Plan Revision Fee	Flat Fee <span style="float: right;">\$250</span>

## **DEVELOPMENT FEE SCHEDULE**

Site Plans and Platting:	Method of Calculation	Min. Fee
Predevelopment Conference	20% of Projected Value	\$150
	Maximum Fee	\$2000
Preliminary, Replat or Final Plat	Base Fee	\$600
Residential Development	Per Lot or Unit	\$25
Non-Residential Development	Per Acre	\$50
Minor or Amending Plat	Flat Fee	\$600
Site and Landscaping Plan Review	Flat Fee	\$600
Engineering Review Fees	Percentage of Actual Cost	120%
Third and Subsequent Reviews		
Infrastructure Inspection Fee	% of Certified Construction Costs	2%
Landscaping Fees		
Residential Development	Per Lot or Unit	\$25
Non-Residential Development	Per Acre	\$150
Zoning Changes	Base Fee	\$600
	Per Acre	\$50
	Maximum Fee	\$3000
Protected Tree Removal, Vacant Lot		
With Replacement	Per Tree	\$100
Without Replacement	Per Tree	\$250
Maximum per lot	Flat Fee	\$1500

## RESIDENTIAL BUILDING FEE SCHEDULE

Permits are valid for 180 days from issue date.

Residential Permit Type:	Method of Calculation	Min. Fee
New Residential or Multi-Family	\$1.85 per square foot under roof	\$1,000
Altered Residential or Multi-Family	\$1.85 per altered square foot under roof	\$125
Plan Revision Fee	\$1.00 per square foot under roof	\$200
Accessory Building, unattached, no utilities, less than 30 inches above grade		
Under 120 sq. ft.	Flat Fee	\$60
120 to 200 sq. ft.	Flat Fee	\$120
Accessory Building, attached or unattached, with utilities, under 200 square feet or 30 inches above grade	\$1.50 per square foot under roof	\$200
Outdoor Living Structure under 30 inches above grade and without utilities.	\$1.00 per square foot	\$200
Outdoor Living Structure over 30" above grade or with utilities.	\$1.00 per square foot	\$225
Appeals to Board of Adjustment	Flat Fee	\$500
Continuance requested by applicant after public notice publication	\$2.00 per letter	\$75
Certificate of Occupancy, Single Family Dwelling	Flat Fee	\$250
Attached Concrete	Flat Fee	\$225
Freestanding Concrete	Flat Fee	\$200
Foundation Repair	Flat Fee	\$200
Contractor Registration (Plumbers and Electricians exempt)	Flat Fee	\$75
Removal	Flat Fee	\$150
Drainage Permit	Flat Fee	\$100
Mechanical Permit (HVAC)	Flat Fee	\$300
Mechanical Permit (Plumbing, Electrical, Etc.)	Flat Fee	\$150
All additional, reinspections, or red tags, unless noted otherwise, each. (Fee due before next inspection may be scheduled)	Flat Fee	\$100
Fence (new or replacement of more than 50%)	Flat Fee	\$50

Residential Permit Type:	Method of Calculation	Min. Fee
Expired Permit Re-Issue	Underlying Permit Fee x .5	
Subdivision Perimeter Permit	\$1.00 per linear foot	\$150
Irrigation Permit	Flat Fee	\$250
Occasional (Private Garage) Sale	Flat Fee	\$0
Retaining Wall Permit, under 4 feet	Flat Fee	\$100
Retaining Wall Permit, over 4 feet	Flat Fee	\$125
Roofing Permit	Flat Fee	\$150
Septic System, New	Flat Fee	\$425
Repair to existing system	Flat Fee	\$150
Inspections for substantiated complaints	Flat Fee	\$150
Inspections for unsubstantiated complaints	Flat Fee	\$0
Solar Permit	Flat Fee	\$300
Spa Permit	Flat Fee	\$200
In-Ground Pool Permit	Flat Fee	\$850
Above-Ground Pool Permit	Flat Fee	\$200
Decking	Flat Fee	\$150
Unpermitted Work Fee	Underlying Permit Fee x 2	
Denied Plan Review (every 3 <sup>rd</sup> subsequent)	Flat Fee	\$150



## **RIGHT OF WAY MANGEMENT FEES**

Streets, Sidewalks and Other Public Places

Right-of- Way Type:	Method of Calculation	Min. Fee
Application Fee	Flat Fee	\$100
Expedited Application Fee	Flat Fee	\$250
Saturday Inspection Fee: each Saturday	Flat Fee	\$200
Permit Expiration; each permit for incomplete work on expiration date if not extended	Flat Fee	\$30
Electronic maps submittal fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2 hour minimum)	\$80 per hour	\$160
Registration; per user; per year	Flat Fee	\$50
Inspection Fee	\$1/LF or \$150/day of anticipated construction time, whichever is greater	
Small Cell Application Fee (This penalty shall not exceed and is capped by statutory limits.	1-5 Network Nodes Each Additional Network Node Per Pole	\$500 \$250 \$1000
Small Cell User Fee (This penalty shall not exceed and is capped by statutory limits.	Each Network Node; Annually Per Pole; Per Year Per Pole	\$250 \$20 for town pole attachment

### Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (Per day)			
		31-75 days	79-90 days	90-100 days	>100 days
Sidewalk	Per sq. foot	\$0.0026	\$0.0052	\$0.0078	\$0.0104
Driveway	Per each	\$39.00	\$78.00	\$117.00	\$156.00

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2021-1220-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS, THE CITY OF CORINTH, THE CITY OF LAKE DALLAS AND THE TOWN OF SHADY SHORES, TEXAS CONCERNING CONSULTING SERVICES TO EVALUATE BROADBAND SERVICE PROVIDERS; 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, the City of Lake Dallas and the Town of Shady Shores (hereinafter the "Agreement") for cooperative efforts for consulting services to evaluate broadband service providers 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 20<sup>th</sup> of December, 2021.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

## **INTERLOCAL COOPERATION AGREEMENT FOR CONSULTING SERVICES TO IDENTIFY BROADBAND SERVICE PROVIDERS FOR THE CITY OF CORINTH, THE CITY OF LAKE DALLAS, THE TOWN OF HICKORY CREEK AND THE TOWN OF SHADY SHORES**

This Interlocal Cooperation Agreement for Broadband Study ("the Agreement") is made and entered into by and among the CITY OF CORINTH, a Texas home rule municipality, ("CORINTH"), the CITY OF LAKE DALLAS, a Texas home rule municipality ("LAKE DALLAS") the TOWN OF SHADY SHORES, a Type A general law municipality ("SHADY SHORES") and the TOWN OF HICKORY CREEK, a Type A General law municipality ("HICKORY CREEK"), Corinth, Lake Dallas, Hickory Creek and Shady Shores are collectively referred to herein as the "LAKE CITIES" and individually referred to as ("LAKE CITIES MEMBER"), each organized and existing under the laws of the State of Texas, the Texas Constitution and, as applicable, its Home Rule Charter, and acting by, through and under the authority of their respective governing bodies and officials.

### **RECITALS**

**WHEREAS**, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which the LAKE CITIES agree to jointly engage a consultant to conduct an evaluation of broadband service providers in order to select a broadband provider to enter into a Public Private Partnership with LAKE CITIES MEMBERS; and

**WHEREAS**, each LAKE CITIES MEMBER has identified concerns that their respective communities may not have the level of broadband access as defined and reported by the Federal Communications Commission; and

**WHEREAS**, each LAKE CITIES MEMBER recognizes that technology plays a pivotal role in the choice of businesses and residents to locate within their respective cities, that business operations and customer service require the presence of reliable technology resources, and that the review of potential broadband service providers to establish a Public Private Partnership to serve the Lake Cities, to identify necessary improvements to serve both business partners and residents is a valid governmental interest; and

**WHEREAS**, LAKE CITIES have conducted a broadband study through Connected Nation and now desire to engage the services of a consultant to assist with the vetting and selection of a broadband service provider, a project that each could undertake individually as a governmental function; and

**WHEREAS**, LAKE CITIES desire to jointly participate in this Agreement to engage the services of a consultant to assist them with the selection of a broadband service provider for the Lake Cities region and have determined it appropriate to authorize CORINTH to enter into an agreement with Mighty River, Incorporated ("Consultant") to perform the study and provide the services set forth in **Exhibit "A"** hereto (the "Consultant Proposal") and pursuant to this Agreement, to participate in the cost for the services provided by Consultant pursuant to the Consultant Proposal; and

**WHEREAS**, the scope of the study to be performed by Consultant will be in accordance with the terms of this Agreement, including without limitation, Section 2 hereof, and the scope outlined in the Consultant Proposal, Exhibit “A” hereto, such scope having been agreed upon by each LAKE CITIES MEMBER; and

**WHEREAS**, the City Councils of each LAKE CITIES MEMBER has found that this Agreement and the services to be provided pursuant to the Mighty River Agreement are valid governmental functions, will be paid by current revenues legally available to each LAKE CITIES MEMBER, and that the payments made hereunder fairly compensate for the services provided hereunder.

**NOW THEREFORE**, the LAKE CITIES, 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. **Term/Termination.** This Agreement shall be effective upon execution by all of the LAKE CITIES with the effective date being the date of signature of the last LAKE CITIES MEMBER to sign (“the Effective Date”). The term of this Agreement shall be for a period of twelve (12) months following the Effective Date. Any LAKE CITIES MEMBER may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other LAKE CITIES MEMBERS. A LAKE CITIES MEMBER who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated to pay its portion of the costs for services provided pursuant to the Consultant Agreement (defined in Section 2) through the effective date of such termination.

2. **Scope of Work/Obligations/CORINTH as Liaison.**

(a) By execution of this Agreement, each LAKE CITIES MEMBER hereby requests and authorizes CORINTH to negotiate and enter into an agreement with Consultant to evaluate service providers best qualified to enter into a Public Private Partnership for Broadband Technical Services and perform the tasks enumerated in Contractor’s Proposal, **Exhibit “A”** (the “Services”) for the LAKE CITIES in order to allow LAKE CITIES to enter into a Public Private Partnership agreement with a qualified provider (the “Project”). The Consultant Proposal and the Services provided thereunder are set forth in detail in **Exhibit “A”**, a substantial copy of which is attached hereto and incorporated herein. The LAKE CITIES hereby authorize CORINTH to negotiate and execute a contract with Consultant consistent with the Consultant’s Proposal and the terms of this Agreement (“Consultant Agreement”). Upon execution of the Consultant Agreement by Corinth, a copy of the executed Consultant Agreement shall be provided to each LAKE CITIES MEMBER, shall replace and supersede the Consultant Proposal as **Exhibit “A”** hereto, and the Consultant Agreement shall be incorporated herein by reference as **Exhibit “A”**.

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Consultant and CORINTH in the performance of the various Project components for the purpose of identifying a qualified broadband services provider with which LAKE CITIES may enter into a Public Private Partnership Agreement. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Consultant and the LAKE CITIES. Any payments owed the Consultant for the Services pursuant to Consultant

Agreement shall be paid directly by CORINTH from funds currently available to CORINTH, and each LAKE CITIES MEMBER agrees to pay its share in accordance with **Section 3, “Consideration”** of this Agreement. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the Consultant Agreement.

3. **Consideration.** CORINTH, LAKE DALLAS, SHADY SHORES, and HICKORY CREEK each agree to pay its proportionate share of the costs of the Services provided by Consultant pursuant to the Consultant Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed **FIFTEEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$15,850.00)**. CORINTH agrees to make payments to Consultant in accordance with the Consultant Agreement, and each LAKE CITIES MEMBER agrees to make payments to Corinth within thirty (30) days of receipt of invoice from CORINTH. The LAKE CITIES agree that the payments made hereunder by each of the LAKE CITIES MEMBERS for the Services and for services provided by CORINTH provide valid and sufficient consideration for the services rendered and payments made hereunder.

	Population		Land Area (miles)		Total Allocation	Total Cost
Corinth	22,634	60%	7.9	44%	52%	\$8,242
Lake Dallas	7,708	20%	2.7	15%	17.5%	\$2,774
Hickory Creek	4,718	13%	4.5	25%	19%	\$3,012
Shady Shores	2,764	7%	2.9	16%	11.5%	\$1,822
	37,824	100%	18.00	100	100%	\$15,850

4. **Authorization.** The undersigned officers and/or agents of the LAKE CITIES represent and certify that this Agreement has been approved by their respective governing body and that each is a duly authorized official and possesses the requisite authority to execute this Agreement on behalf of its governing body.

5. **Original Counterparts.** 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.** 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 parties in writing within ten (10) days of any change in the information listed in this paragraph.

**CORINTH**  
 Bob Hart, City Manager  
 3300 Corinth Parkway  
 Corinth, TX 76208  
 Telephone: (940) 498-3243

**LAKE DALLAS**  
 Kandace Lesley, City Manager  
 212 Main Street  
 Lake Dallas, TX 75065  
 Telephone: (940) 497-2226

**HICKORY CREEK**

John Smith, Town Manager  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065  
Telephone: (940) 497-2528

**SHADY SHORES**

Wendy Withers, Town Manager  
101 S Shady Shores Road  
Shady Shores, TX 76208  
Telephone: (940) 498-0044

7. **Assignment.** The LAKE CITIES agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of each other LAKE CITIES MEMBER.

8. **Venue.** This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Agreement shall be in Denton County, Texas.

9. **Independent Parties/Governmental Immunity.** Each LAKE CITIES MEMBER agrees and acknowledges that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each is not an agent of any of the other entities and that each 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. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver of any governmental immunity or other defense available to each LAKE CITIES MEMBER. The provisions of this section are solely for the benefit of the LAKE CITIES and are not intended to create or grant any rights, contractual or otherwise, to any third party. This Agreement is for the sole benefit of the LAKE CITIES and shall not be construed to create any third-party beneficiaries.

10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the LAKE CITIES, be rewritten to be enforceable and to give effect to the intent of the LAKE CITIES; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the LAKE CITIES.

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

12. **Entire Agreement.** This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the LAKE CITIES, superseding all oral or written previous and contemporary agreements among the LAKE CITIES relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by all of the LAKE CITIES.



13. **Further Documents.** LAKE CITIES MEMBER agrees that at any time after the Effective Date, they will, upon request of another LAKE CITIES MEMBER, execute and deliver such further documents and do such further acts and things as the other LAKE CITIES MEMBERS may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the respective City Council seated at the time that this Agreement is executed or any future respective City Council.

**IN WITNESS WHEREOF**, this Agreement is executed this \_\_\_\_ day of \_\_\_\_\_ 2021, in duplicate originals.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:**

**BY:**

\_\_\_\_\_  
Bob Hart, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Lana Wylie, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Patricia Adams, City Attorney

\_\_\_\_\_  
Date

**CITY/GOVT ENTITY OF CORINTH, TEXAS**

\_\_\_\_\_  
Bill Heidemann, Corinth Mayor

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, this Agreement is executed this \_\_\_\_ day of \_\_\_\_\_ 2021,  
in duplicate originals.

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

\_\_\_\_\_  
Cindy Aughinbaugh, Shady Shores Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Wendy Withers, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, this Agreement is executed this \_\_\_\_ day of \_\_\_\_\_ 2021,  
in duplicate originals.

**APPROVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK,  
TEXAS:**

\_\_\_\_\_  
Lynn Clark, Hickory Creek Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Kristi Rogers, Town Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dorwin L. Sargent, III Town Attorney

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, this Agreement is executed this \_\_\_\_ day of \_\_\_\_\_ 2021,  
in duplicate originals.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS:**

**BY:**

\_\_\_\_\_  
Andi Nolan, Lake Dallas Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Cody Delcambre, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**CONSULTANT PROPOSAL**

**(TO BE SUPERSEDED BY MIGHTY RIVER CONSULTANT AGREEMENT IN  
ACCORDANCE WITH SECTION 2(a) OF THIS AGREEMENT)**

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2021-1220-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND THE KANDUTSCH LAW OFFICE CONCERNING LEGAL 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 (the “Agreement”) with The Kandutsch Law Office concerning legal services related to broadband within the Town; and

**WHEREAS**, upon full review and consideration of the Town’s need for the representation described in the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions contained within the Agreement 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.

**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 20<sup>th</sup> day of December, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2021-1220-\_\_**

**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 CONCERNING CITIZEN NOTIFICATION SYSTEMS; 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 agreements concerning citizen notification systems from CIA Omnipage (Exhibit A), Omnilert (Exhibit B), GoGov (Exhibit C), Pocketstop (Exhibit D), and Everbridge Nixel (Exhibit E), each of which are hereby incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Town’s need for citizen notification systems, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions of Exhibit \_\_\_\_\_ 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 \_\_\_\_\_.

**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 20<sup>th</sup> day of December, 2021.

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

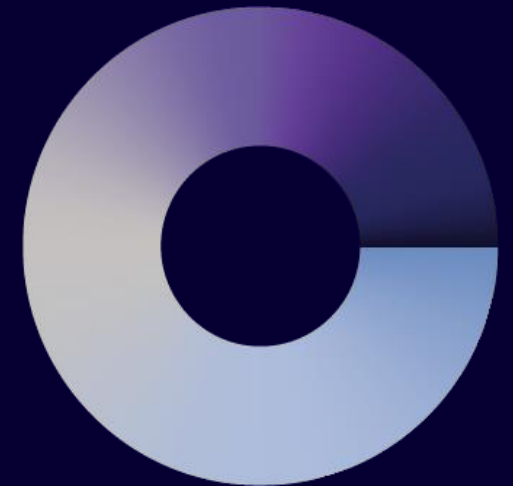
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Dorwin L. Sargent, III, Town Attorney  
Town of Hickory Creek, Texas





# CIA Omnigage Hickory Creek, TX SMS Notification Proposal



**HICKORY  
CREEK TX**

*City-close, lakeside living!*



# Introduction

CIA Omnigage will provide Hickory Creek a solution to facilitate SMS notification alerts to residents of its community who have opted in to receive alerts. This solution will include the following:

- A toll-free phone number supporting inbound/outbound traffic
  - Residents of Hickory Creek will be able to text this number to “Opt-In” to receive text alerts. An “Opt-Out” feature will also be included.
- An Omnigage application subscription
  - The Omnigage platform will process the inbound “Opt-In” requests and add them to a master list that will be used for outbound SMS alerts. The platform will also manage “Opt-Out” requests.
  - The platform will provide an interface for storing contact details for “Opt-In” requests, creating content for alerts and scheduling/distributing alerts.



# Advertise the SMS Phone Number to Residents

Text CONNECT to Opt-In to Community Alerts



Community Newsletter



Social Media

# CIA Omnigage Platform Processes "Opt-In" Requests





# Create Alert Content in Omnigage

Text Templates / Severe Weather Warning - June 25, 2021 - 5pm - ...

Name: Severe Weather Warning - June 25, 2021 - 5pm - 7pm

Tags: Select tags

Body Content:   
Insert Variable   
Please be advised, severe weather is forecast for our area this evening between 5pm - 7pm which will include heavy rain, strong winds and possible flooding of roadways. Take precaution and make every effort to remain inside. Power outages are also expected.   
Reply STOP to Opt-Out

Attachments: UPLOAD

SAVE MESSAGE





# Schedule Alert in Omnigage

Severe Weather Warning - June 25, 2021 - 5pm - 7pm PENDING

Step 1: Define   Step 2: Activity   Step 3: Delivery   Step 4: Submit

Text Blast DELETE ACTIVITY

Settings

Activity Name

Select Phone Number

Select Message

SAVE ACTIVITY



# Alert Distribution



Alerts are created in the Omnigage platform and scheduled for distribution.





# Pricing

<b>Service / Product Description</b>	<b>Unit Price</b>
<b>Omnigage Annual Application Subscription</b>	<b>\$18,275</b>
<i>- Toll-Free, SMS enabled phone number</i>	
<i>- Inbound - Outbound</i>	
<i>- 3 messages per-second delivery speed</i>	
<i>- 50,000 text messages included</i>	
<i>- 10 platform subscriptions included</i>	
<i>- Unlimited Contact Storage</i>	
<i>- 24/7 customer support included</i>	
<b>SMS Overage Rate</b>	<b>\$0.05</b>



# Current Customers

*The following are some of the customers currently using the Omnigage SMS service for emergency communications:*

**The New Jersey  
Department of Transportation**



**Susquehanna International Group**



**Indiana Repertory Theatre**





# Contact Information

**Operations / Support- Sales Lead:**

Tom Bermingham

Phone: +1 (973) 487 4432

Email: [tbermingham@callcia.com](mailto:tbermingham@callcia.com)

**Business / Contract Management:**

Michael Priore

Phone: +1 (973) 487 4474

Email: [mpriore@callcia.com](mailto:mpriore@callcia.com)

**Client Instant Access, LLC**

111 Littleton Road

Suite 200

Parsippany, NJ 07054

+1 (973) 439 0088

[www.callcia.com](http://www.callcia.com)



**THANK YOU**

[tbermingham@callcia.com](mailto:tbermingham@callcia.com)





**omnilert**<sup>®</sup>

880 Harrison St. SE  
Leesburg, VA 20175  
800-256-9264  
[www.omnilert.com](http://www.omnilert.com)

Offer Valid Through: Feb 9, 2022  
Quote Number: C1HAAU  
Prepared by: Eric Polovich

---

## Omnilert Services Quote

---

### Order Details

**Order Start Date:** Jan 1, 2022  
**Contract Year(s):** One  
**Billing Frequency:** Annual

---

### Products

Product Name	Quantity	Price
Omnilert Notify Platform	1	\$1,000.00
Subscriber License	500	\$3,675.00
Platform Setup & Onboarding	1	\$200.00

**Grand Total: \$4,875.00**  
**Annual Renewal Total: \$4,675.00**

---

### Product Details:

#### Omnilert Notify Platform

- Unlimited Administrators' access and use of the core platform
- Unlimited Public or Private Groups
- Unlimited Role-based Administrator Permissions
- Unlimited Message Templates
- Up to 500 Subscribers
- Notifications to multiple endpoints via SMS, Email, Voice, RSS feed, CAP feed, website widget, Facebook and Twitter
- 24/7 Support and a dedicated Account Manager
- Web-Based Training



**omnilert**<sup>®</sup>

880 Harrison St. SE  
Leesburg, VA 20175  
800-256-9264  
[www.omnilert.com](http://www.omnilert.com)

Offer Valid Through: Feb 9, 2022  
Quote Number: C1HAAU  
Prepared by: Eric Polovich

## Omnilert Services Quote

### Order Details

**Order Start Date:** Jan 1, 2022  
**Contract Year(s):** One  
**Billing Frequency:** Annual

### Products

Product Name	Quantity	Price
Omnilert Notify Platform	1	\$1,000.00
Subscriber License	2500	\$10,425.00
Platform Setup & Onboarding	1	\$200.00

**Grand Total: \$11,625.00**  
**Annual Renewal Total: \$11,425.00**

### Product Details:

#### Omnilert Notify Platform

- Unlimited Administrators' access and use of the core platform
- Unlimited Public or Private Groups
- Unlimited Role-based Administrator Permissions
- Unlimited Message Templates
- Up to 2,500 Subscribers
- Notifications to multiple endpoints via SMS, Email, Voice, RSS feed, CAP feed, website widget, Facebook and Twitter
- 24/7 Support and a dedicated Account Manager
- Web-Based Training



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880 Harrison St. SE  
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Offer Valid Through: Feb 9, 2022  
Quote Number: C1HAAU  
Prepared by: Eric Polovich

## Omnilert Services Quote

### Order Details

**Order Start Date:** Jan 1, 2022  
**Contract Year(s):** One  
**Billing Frequency:** Annual

### Products

Product Name	Quantity	Price
Omnilert Notify Platform	1	\$1,000.00
Subscriber License	5000	\$16,050.00
Platform Setup & Onboarding	1	\$200.00

**Grand Total: \$17,050.00**  
**Annual Renewal Total: \$17,250.00**

### Product Details:

#### Omnilert Notify Platform

- Unlimited Administrators' access and use of the core platform
- Unlimited Public or Private Groups
- Unlimited Role-based Administrator Permissions
- Unlimited Message Templates
- Up to 5,000 Subscribers
- Notifications to multiple endpoints via SMS, Email, Voice, RSS feed, CAP feed, website widget, Facebook and Twitter
- 24/7 Support and a dedicated Account Manager
- Web-Based Training

# Town of Hickory Creek, TX

## Citizen Notifications & Alerts

**Prepared By:**

Kevin Strauss, Director of Sales

(631) 861-5812

[Kevin@GoGovApps.com](mailto:Kevin@GoGovApps.com)

## Unlimited Version

Our Unlimited subscription offer makes it simple - unlimited users and usage for all your departments.

### Subscription:

Description	Amount
<b>GONotify</b> Citizen Notifications & Alerts (Notify) - Unlimited Subscription	<b>\$200</b> /month
<b>Annually: \$2,400    Monthly Total: \$200</b>	

### Add-ons & Options:

Description	Amount
<b>GOResult</b> Citizen Request Management (CRM) - Unlimited Subscription	<b>\$400</b> /month



GONotify® is a user friendly solution for creating & sending communications of all varieties to your citizens across multiple channels! Coupled with an agency branded mobile app, GONotify® makes it easy for citizens and government to communicate more efficiently and effectively!

## Communications in the Palm of Citizen's Hands

- **Branded Mobile App** serves as one place to access all notifications and important information directly from your local municipality
- **Subscription Lists** allow for citizens to sign up for the types of notifications that they want to receive
- **Direct Notifications** ensure that content is delivered directly to citizens devices so that no important updates are missed
- **Get more information** and start a dialogue with agency staff by replying to a notification (requires GOGov CRM)

## Keep Citizens Informed

As a staff & management team, keeping citizens informed can be a challenge. GONotify® includes some awesome features to help with this process:

- Send **Alerts & Emergency Notifications** directly to citizens
- Send Targeted Content by using **Subscription Groups** that you can define & select when sending out a message
- Use our **Message Editor** to easily create detailed & stylish communications that include pictures, formatting, links to videos, documents and other content.
- For Create Once, Publish Everywhere with **Multi Channel Publishing** that allows you to push content to the most vital channels including **Mobile, Email, Twitter, Facebook & Website.**
- Enable **2-Way Communication** that would allow you to choose if citizens can reply to a specific message, leveraging our CRM Module that ensures no questions go unanswered.

## All of your Communication Needs in One Spot

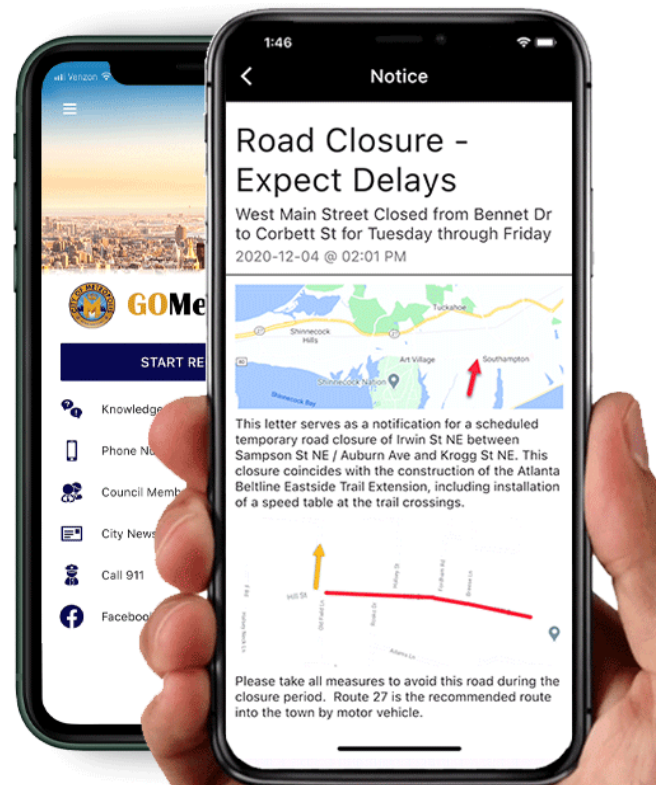
Why limit yourself to emergency communications when you could send anything that you want?

- Road Closure
- Events
- Storm Warnings
- Boil Water Advisory
- Emergency Alerts
- School Closings

## Vital City Information at Citizen's Finger Tips

The branded app includes applets, which are important pieces of information that you can put right at your Citizen's finger tips. Commonly that information includes:

- Important Phone Numbers
- Elected Official's Names & Bios
- Local Places
- Social Media Pages
- Website Content







GORequest® CRM is an intelligent, user friendly solution for managing all of your agency service requests! Whether it's a citizen using your agency branded mobile app or a staff member logging a service call from your call center, GORequest® provides a centralized home for two way communication between government and citizens to work and communicate more efficiently and effectively!

## Customer Service at it's Finest

In today's digital age, customer service expectations are at an all-time high. As a government agency, your constituents are expecting the same service from you that they receive from all of their other service providers. The GORequest® powerful CRM now makes it easy for citizens and government to exchange information and work towards their common goal of making their city/town/county the best place to live or work!

- Simple submission of requests by staff or citizens via mobile app or through the web
- Automated email and push notifications keep both staff and citizens up to date as a request is worked towards a resolution
- Pre defined SLA's per request type set the proper expectation for citizens to have their requests completed
- Detailed & Customizable reporting for the agency to ensure certain service standards are being met

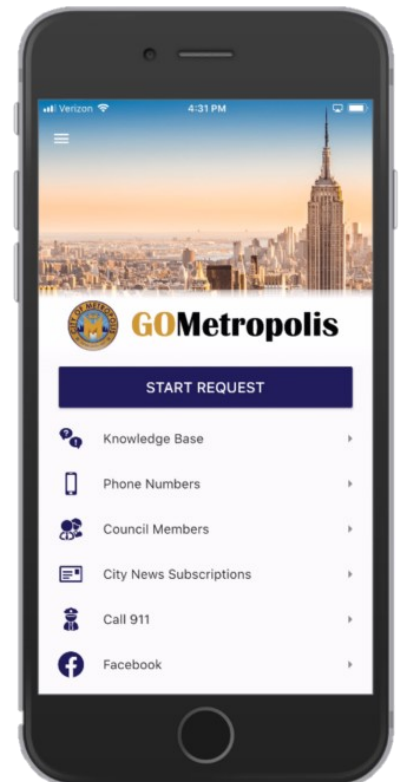
## No Upfront Fees or Startup Costs

We try to earn your business every single day and so we will start by doing the heavy lifting to get you started. Everything you need to setup your mobile app, list of request types, reports and most importantly train your staff - Its All Included!

## Truly Flexible CRM that bends to your Needs!

Our software was designed to be configured to the way you work, which is what makes it so powerful and intuitive.

- Agency Defined Request Types and Categories
- Fully searchable Knowledge Base with Integrated Request Functionality
- Customizable Automated Email and Push Notifications
- Automatic Address and User Tracking to Easily See Previous Requests for a Specific Citizen or Address
- Highly Customizable assignment Rules allow for Even the Most Complex Engagement Rules to be Followed
- Map Views Available for Work Planning and Trend Spotting
- Both Out of the Box and Customizable Reporting that can be run using user defined criteria and output in a variety of formats
- Specific Input Form for individual request types



## More Than Just Potholes!

While filling a Pothole is a common and effective use of our CRM solution, this frequently used example only scratches the surface of what you can accomplish with GORquest®

- **Branded Mobile App**– While the Mobile App is certainly a useful tool for citizens to submit service requests, it can also be used to showcase anything that you as an agency want to give your citizens quick and easy access to. Our collection of applets offer a wide variety of ways to make often sought out information and services readily available at your citizens fingertips!
- **IT Ticketing/ Facilities Management**– The system offers 'internal' request types, which are only available for view and submission by agency staff when logged in. Users can easily create requests types for IT ticketing or Facility Management and use GORquest® to replace costly internal, process specific systems.
- **Public Records Requests**– Keep up with open records laws by tracking FOIA, OPRA and other public record requests from citizens.
- **Agency Specific Programs & Services** - GORquest® helps our customers manage unique use cases including ride sharing, building inspections and health inspections.

## Integrations

We learned that sharing is one of the most important parts of helping our customers. This is why we have built integrations into systems where it counts. Some common ones include:

- **ESRI ArcGIS**- integration validates addresses entered into the system against your GIS system. We also can use other data and map layers like districts, wards and more to enhance the workflow and reporting delivered to your agents and citizens.
- **Cartegraph**- our integration with Cartegraph can automatically transmit your requests into that system for work and then push the data back to the citizen through our system, including when the issue is closed.
- **LDAP / Active Directory** - another password is the last thing any of us want. With our LDAP integration we can sync up users and permissions and authenticate against your Active Directory so you don't have to do extra work or remember another password.

## Support and Training You Will Love ♥

Our goal is to make you love our company at every encounter. We have a mature process and experienced staff that will be able to provide expert advice and assistance every step of the way.

- **Expert Advice** providing analysis of your service request types, workflows and reports using industry best practices to make your job as easy as possible.
- **Project Management** - your dedicated project manager will track and monitor your progress throughout the project.
- **Configuring** creating a list of request types, launching the mobile app, building a beautiful iFrame, customizing fields and forms, creating email templates, customizing reports and more.
- **Training Library** - As we train you, we will produce a library of videos and documents specific to your agency. These videos can be used for onboarding future staff or just going back to get a refresher on more advanced stuff. But don't worry - we are always willing to give additional training as you need it.
- **Staff Training** is our favorite part because we know you are going to love what you see and how easy it is to use. When we hear "ooh's" and "aah's" then we know we are doing our job.

“ *With the ability to contact residents directly on the platform, our employees are more efficient in resolving service requests than before...* ”

- Paolo Beltran, City of Lakewood, CA

## About GOGovApps

GOGovApps specializes in providing CRM and Code Enforcement software to local governments of all sizes. Our long history and experience working with hundreds of government agencies across the country really shows in the products and services we provide. We built our software from the ground up working with the departments and staff that now use our products every single day.





# RedFlag for Resident Communications

We have a clear mission at Pocketstop: to help our clients keep their residents and tenants safe, secure, and informed.



*“By utilizing RedFlag, we are better able to facilitate quick and timely communication during an emergency.”*

– Karen Raquet, Director of National Property Services | JLL

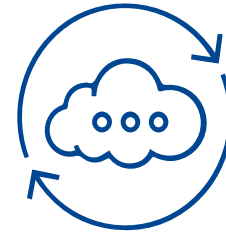


We understand the issues you are trying to solve.

- Crisis Communication
- Business Continuity
- Operational Communication



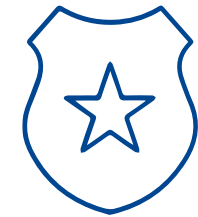
Natural disaster & severe weather



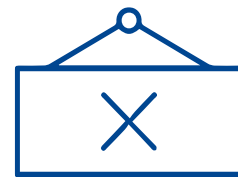
Resident data management



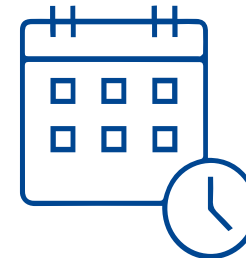
Road maintenance and utility issues



Criminal activity — active shooter, hostage situation, robbery/theft, child abduction



Targeted messages down to street level



Periodic reminders & community info



Internal messaging to employees & staff

# How Mass Notification Systems Can Improve Those Communication Challenges

<b>Crisis Communication</b> Provide faster resolutions of urgent situations	<b>Internal Communication</b> Send routine messages to groups of any size	<b>Community Communication</b> Coordinate the restoration of community functions
--	--	---



Keeping Residents Informed & Connected



Increased Efficiencies



Save Time & Money



Solving Issues Faster



Communicate During Times of Crises



Data Security



We have the most feature-rich product with unparalleled customer support at the most budget conscious price.



### Increase Efficiency

- SMS, Voice & Email
- Message Template Storage
- Auto Recipient Syncing
- Office 365 Integration
- User Activity Tracking
- Polling with Scheduling & Follow Up
- Acknowledgment



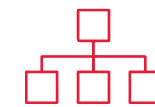
### Increased Control

- Customizable Recipient Grouping
- Message Scheduler
- Send Attachments
- URL Shortener
- Track and Audit All Notification Activities
- Geofencing
- Detailed Reporting
- Multi-language Support



### Simple to Use Interface

- Personalized Training
- Intuitive Admin Dashboard
- iOS and Android App
- Resident Self-Registration
- Custom Email Template
- Filtered Search



### IT Friendly

- 99.99% Uptime
- Azure AD Integration
- User Access Controls
- Seamlessly Import Data
- World Class Data Security

# Platform Details

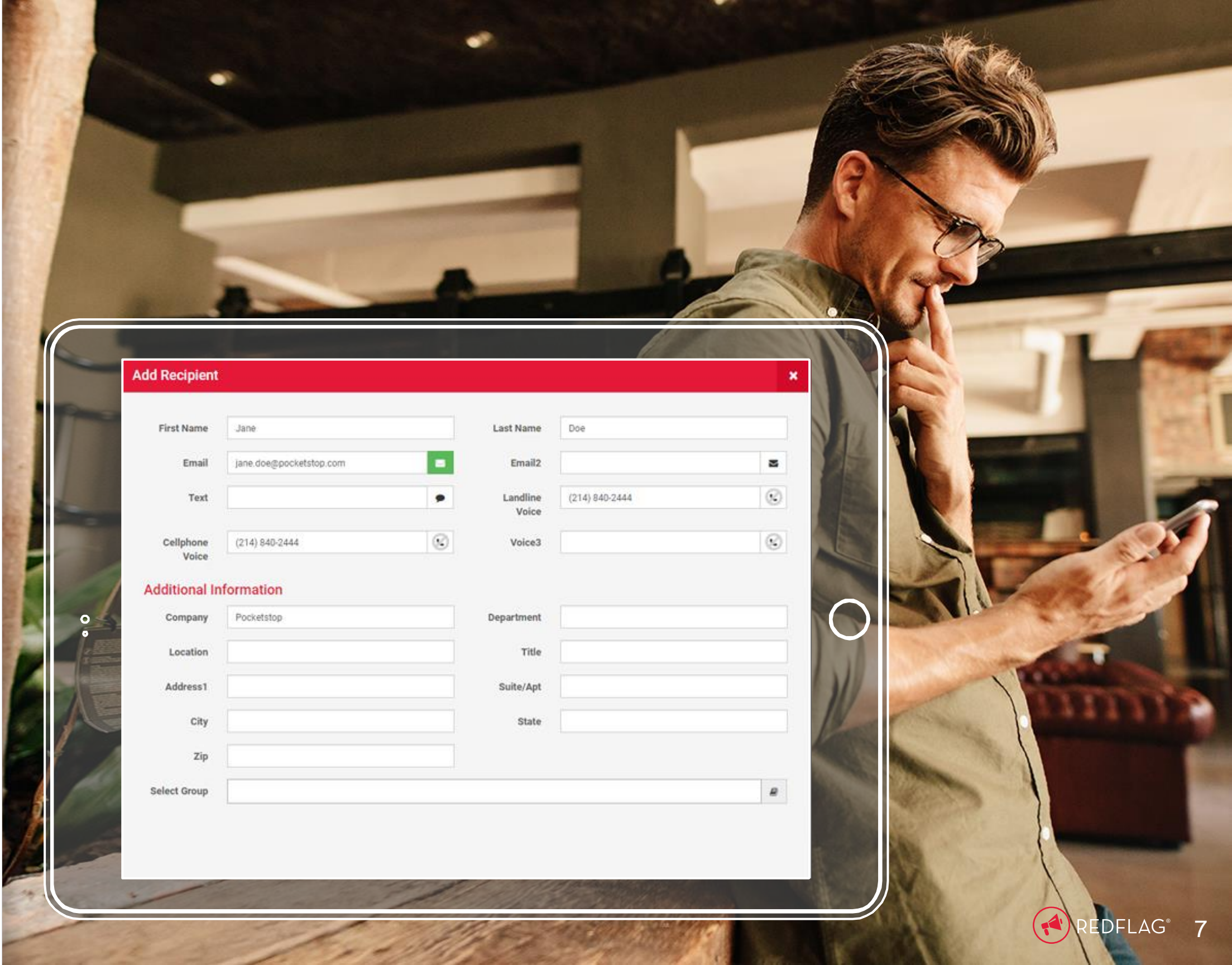




# Contact Management

Flexible options to capture and manage information.

- Automatically import resident data from your existing management software platform or simply upload spreadsheets
- Let residents register and select their own preferences
- Capture the information you don't already have
  - Seasonal
  - Contractors
  - No email



### Add Recipient

First Name	<input type="text" value="Jane"/>	Last Name	<input type="text" value="Doe"/>
Email	<input type="text" value="jane.doe@pocketstop.com"/>	Email2	<input type="text"/>
Text	<input type="text"/>	Landline Voice	<input type="text" value="(214) 840-2444"/>
Cellphone Voice	<input type="text" value="(214) 840-2444"/>	Voice3	<input type="text"/>

#### Additional Information

Company	<input type="text" value="Pocketstop"/>	Department	<input type="text"/>
Location	<input type="text"/>	Title	<input type="text"/>
Address1	<input type="text"/>	Suite/Apt	<input type="text"/>
City	<input type="text"/>	State	<input type="text"/>
Zip	<input type="text"/>		
Select Group	<input type="text"/>		

# Recipient Targeting

Deliver the Right message to the Right people.

- Select specific individuals or groups like street or HOA
- Create and store pre-approved templates
- Select the channels you want to use
- Send it immediately or schedule at a specific time

**REDFLAG**

Manage Groups Manage Recipients Social Media Accounts **New Message** Message Log Chats Anywhere Mall

### New Message

Select Template

**Message Type**  
→ Standard ← Chat Enabled

**Send Via**  
Email1 Email2 Text Text2  
Landline Voice Cellphone Voice Pocketstop Labs

**Send To**  
Groups Recipients  
Select Groups

**Selected Groups**  
All Recipients (170) ✕

**Message Name**  
Emergency - Active Shooter

**Message**  
There is an active shooter in your area. If you can't run to safety, hide and barricade yourself. Let us know when you have received this message by clicking the link below.

Acknowledgement is enabled

Send Now Send Later Save Preview Clear

**Sender Information**  
Sender: RedFlag Training  
Email: no-reply@redflaghub.com  
Text: 444222 (USA)  
+447797800567 (INT)

**Message Summary**  
Message Type: Standard  
Send Via:  
Email1 and Email2  
Text and Text2  
**Total Recipients: 170**

% Reachable:	100% (170)
% Unreachable:	0% (0)
% with Email:	100% (170)
% with Text:	85.71% (145)

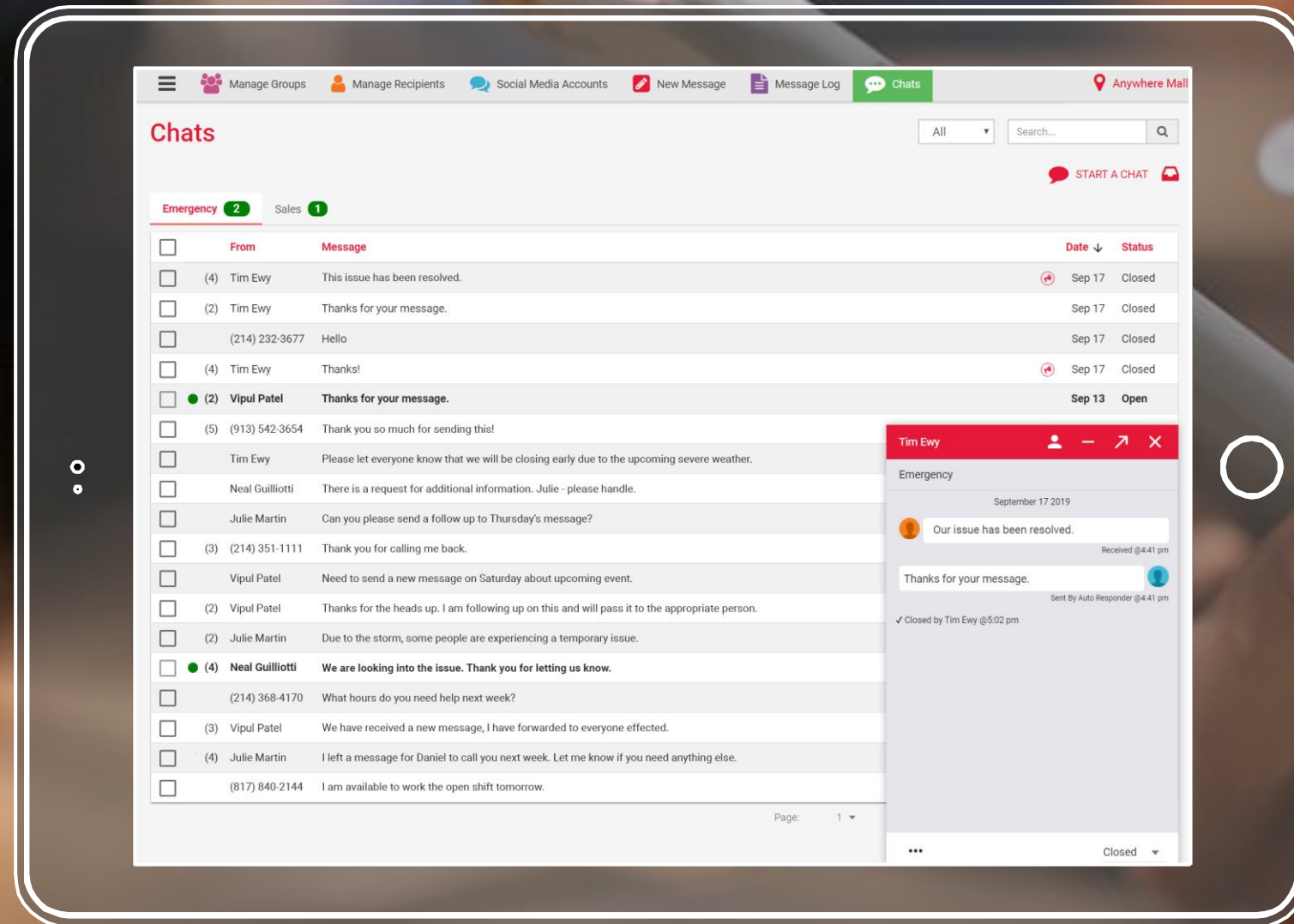
**Selected Options**  
Acknowledgement: Yes



# Chat

Enhance recipient satisfaction and boost efficiency by making it easier than ever for your tenants to text you with a one-to-one conversation.

- Text enable your existing landline or a unique number
- Key personnel will be notified of incoming messages via text and/or email
- Monitor and reply to messages via the dashboard or configure automated responses

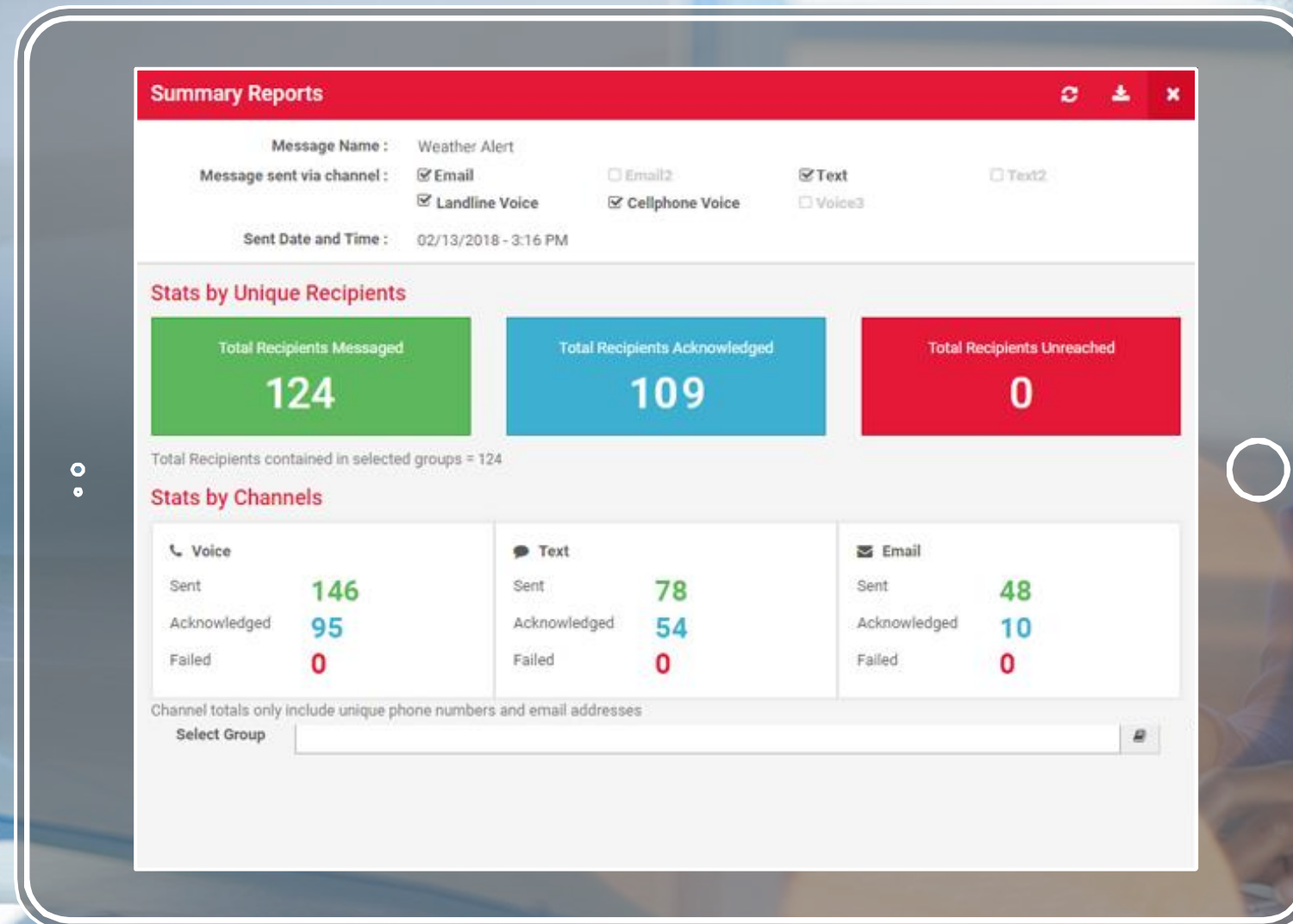


# Improved Insights

Intuitive dashboard to monitor overall performance and make more informed decisions.

- Acknowledgement
  - Quickly verify who has received messages
- Polling
  - Improve resident to management communication

With two way communication, you can receive and analyze real time feedback.







# SEND TARGETED, AUTOMATED COMMUNICATION

*That always gets attention*

- Serving 1000s of companies in North America
- Innovator of messaging and employee communications since 2006
- Unparalleled customer support
- Gartner Capterra's top rated Mass Notification system
- Integrated with Microsoft office 365
- Solutions built to be both feature-rich and affordable
- Enterprise level data security and reliability via Microsoft Azure

PRESENTED BY



**POCKETSTOP**

**Software License Agreement For:**

**Hickory Creek, Texas  
John Smith**

**12/14/2021**

## **Pocketstop Platform Services**

5646 Milton Street #100LL, Dallas, TX 75206

P:877.840.2444

[www.pocketstop.com](http://www.pocketstop.com)



**REDFLAG®**

RedFlag enables you to easily distribute important information to groups of any size via text, voice, social and email.

## PLATFORM SERVICE AND FEES

ITEM	DESCRIPTION	SET-UP	ANNUAL LICENSE
RF - 1	<p><b>RedFlag Platform Service</b></p> <ul style="list-style-type: none"> <li>• Multi-channel messaging</li> <li>• Intuitive admin dashboard</li> <li>• iOS &amp; Android app</li> <li>• Message template creation &amp; storage</li> </ul> <p><b>Plan: Sample</b></p> <ul style="list-style-type: none"> <li>• Recipient Capacity: <b>0</b></li> </ul> <p><b>Feature Tier: Premium</b></p> <ul style="list-style-type: none"> <li>• User licenses: <b>10</b></li> <li>• Training: <b>1 x 1 hour training</b></li> <li>• Email template: <b>Custom</b></li> <li>• Recipient registration: <b>Yes</b></li> <li>• Acknowledgement: <b>Yes</b></li> <li>• Polling: <b>Yes</b></li> <li>• URL shortener: <b>Yes</b></li> <li>• Geotargeting: <b>Yes</b></li> <li>• Attachments: <b>Yes</b></li> <li>• Conference bridge: <b>Yes</b></li> </ul>		\$0
<b>Total</b>	Sales tax not included. Prices are valid for 30 calendar days following the proposal date.		\$0

This Software License Agreement (“Agreement”), is entered into by and between the entity identified as Company below (“Company”) and Pocketstop LLC, a Texas Limited Liability Company, with its principal place of business located at 5646 Milton Street #100LL, Dallas, Texas 75206 (“Pocketstop”). The parties acknowledge and agree that they have read and understand the Terms and Conditions of this Agreement and, upon execution, are legally bound by it. This Agreement includes the “Platform Services and fees”, the Terms and Conditions available at <https://www.pocketstop.com/tou>, and any schedules, exhibits, or other attachments incorporated herein.

POCKETSTOP and COMPANY each represent and warrant that: (i) it has the full power, capacity, and authority to enter into and perform its obligations under this Agreement and that its doing so will not violate or conflict with any other agreements or orders by which it is bound; (ii) the person signing below has the full power, capacity and authority to bind his/her respective party; (iii) the execution, delivery and performance of this Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound; (iv) no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith; and (v) it is engaged in a lawful business and is duly licensed to conduct such business under the laws and regulations of all jurisdictions in which it conducts business.

### Company Details

<b>COMPANY LEGAL NAME</b> →	
<b>Billing Contact Information</b>	<b>Name &amp; Address:</b>  <b>Email:</b>

### Service Details: Payment Terms

<b>EFFECTIVE DATE</b>	TBD
<b>Term</b>	This Agreement will have an initial term of one (1) year from the Effective Date with automatic consecutive annual renewals on the anniversary of the Effective Date unless either party gives the other party thirty (30) days advanced written notice (including email notice) of its intent not to renew. Company understands that access to the platform will begin within 48 hours of required Company specific set-up information being provided to Pocketstop.
<b>Platform Services</b>	The Pocketstop services are offered at <a href="http://www.pocketstop.com">www.pocketstop.com</a> and subject to the terms & conditions available at <a href="http://www.pocketstop.com/tou">www.pocketstop.com/tou</a> .
<b>Payment Terms</b>	Set up and annual license fee will be invoiced upon fully executed agreement and payment will be due Net 15. If payment has not been received in full by the due date, services could be suspended until payment has been processed. Prices are based on invoicing a single entity.

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

Name:		Name:	Lee Johnson
Company:		Company:	Pocketstop
Title:		Title:	VP Business Development
Date:		Date:	

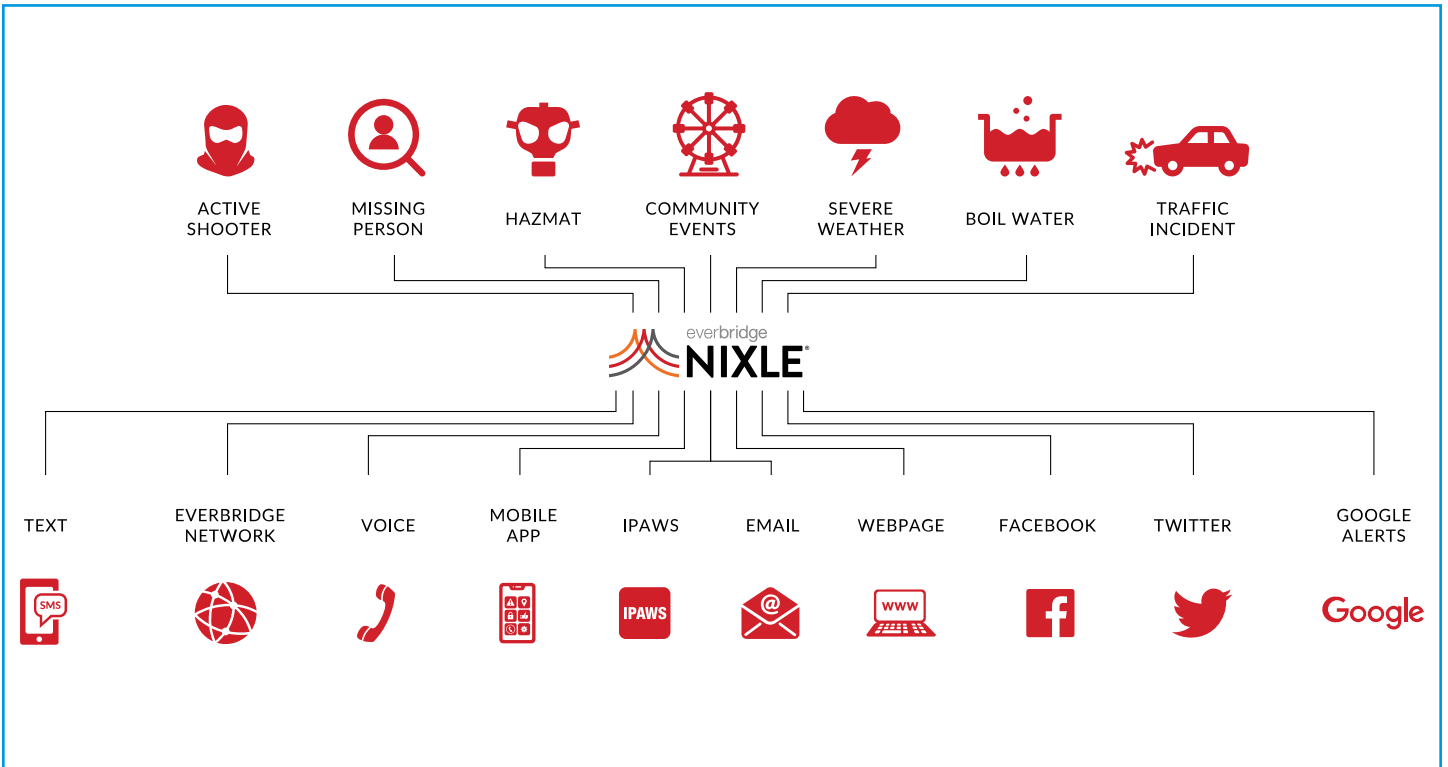
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LOS ANGELES POLICE CHIEF

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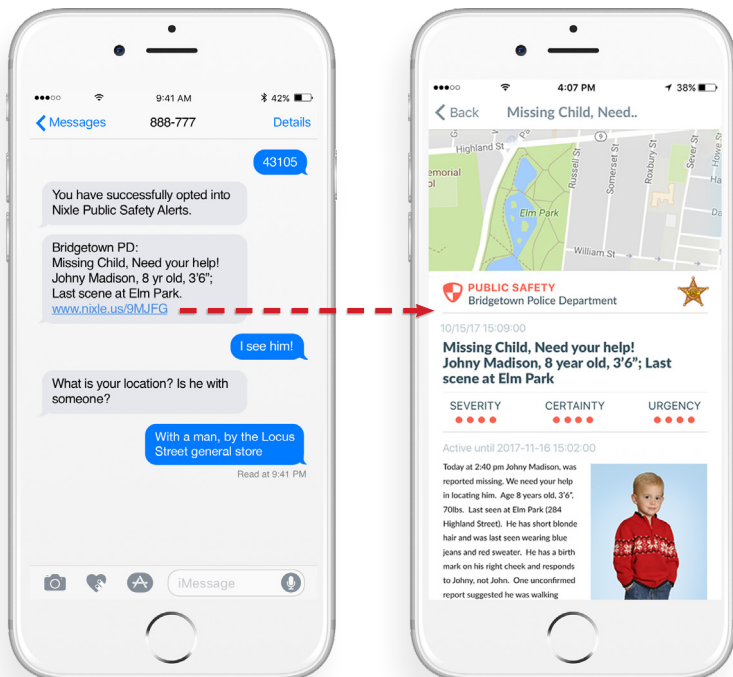
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- + Easy text message opt-in
- + National Weather Service (NWS) alerts
- + Keywords for targeted Messaging
- + Agency Smart Phone App
- + GIS targeting of households and neighborhoods



## Let's Chat

Do you have questions? Would you like to know more about Critical Event Management? Get in touch or just call us at +1-818-230-9700 to learn more.

### ABOUT EVERBRIDGE

Everbridge, Inc. (NASDAQ: EVBG) is a global software company that provides enterprise software applications that automate and accelerate organizations' operational response to critical events in order to Keep People Safe and Organizations Running™. Everbridge serves 8 of the 10 largest U.S. cities, 9 of the 10 largest U.S.-based investment banks, 47 of the 50 busiest North American airports, and 9 of the 10 largest U.S.-based health care providers. Everbridge is based in Boston with additional offices in 25 cities around the globe.

For more information visit [www.everbridge.com](http://www.everbridge.com), read the company blog, and follow us on LinkedIn and Twitter.



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## **AGENDA INFORMATION SHEET**

**MEETING DATE:** December 20, 2021

**AGENDA ITEM:** Consider and act on an appointment to the Economic Development Corporation

**SUMMARY:** Place 2 will serve a term expiring December 2022.

Bruce Enriquez would like to be considered for Place 2.