



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
WEDNESDAY, MAY 12, 2021, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Presentation of Awards

1. 2021 Scholars of the Year
2. 2021 Sportsman of the Year
3. 2021 Sportswoman of the Year

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

- [4.](#) April 2021 Council Meeting Minutes
- [5.](#) April 2021 Financial Statements
- [6.](#) Resolution designating Addison Buesing and Gillian Stinson as the 2021 Scholars of the Year.
- [7.](#) Resolution designating Patrick Wenger as the 2021 Sportsman of the Year.
- [8.](#) Resolution designating Ivelyn Jimenez as the 2021 Sportswoman of the Year.

Regular Agenda

- [9.](#) Consider and act on a resolution canvassing the May 1, 2021 Special Election results.
10. Presentation of Certificates of Election and Administration of Oaths of Office to candidates elected.
- [11.](#) Consider and act on bids submitted for BID# 2021-04, Automated Gated Secure Parking Area.
- [12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement 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.
- [13.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a Pre-Annexation Agreement by and between the Town of Hickory Creek, Texas and MMM Holdings, LP.
- [14.](#) Consider and act on appointments to the Code of Ethics Board.
15. Consider and act on appointment of Mayor Pro Tem.
16. Consider and act on appointing councilmembers as liaisons for various boards and commissions.
17. Consider and act on nomination of the 2020 Hickory Creek Business of the Year.
18. Consider and act on nomination of the 2020 Hickory Creek Citizen of the Year.

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 May 7, 2021 at 10:00 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

**REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, APRIL 26, 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

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

Councilmember Ian Theodore gave the invocation.

Presentation of Awards

1. Jackson Moss

Mayor Clark presented a plaque of appreciation to Jackson Moss for completion of his Eagle Scout project in Arrowhead Park.

Proclamations

2. May 2021 as Motorcycle Safety and Awareness

Mayor Clark proclaimed May 2021 as Motorcycle Safety & Awareness Month in the Town of Hickory Creek.

Items of Community Interest

Corbin Burley, from Boy Scout Troop 424, was in attendance to achieve his Citizenship in the Community Merit Badge.

Town of Hickory Creek
April 26, 2021
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April is National Autism Awareness Month. The Hickory Creek Police department is selling Autism Awareness patches and t-shirts. All proceeds will benefit the UNT Kristin Farmer Autism Center.

Public Comment

David Gilmore, 101 Saratoga, stated he lives on the northwest corner of Saratoga and Turbeville Road, which is in close proximity to the Olana, and he is in favor of the Olana expansion as submitted. As a member of the Planning and Zoning Commission, he recused himself from the discussion and abstained from voting during the April 20, 2021 meeting. He commended town staff and council for making adjustments to the planned development submitted in 2019, making it more friendly to the community. The distance of 60 ft between the buildings and the homeowner's property line is more than sufficient. He has had no issues with traffic during weddings, but prefers guests stay overnight after wedding celebrations when alcohol is consumed. He would much rather have the wedding venue and hotel instead of 150 houses on the property.

Consent Agenda

3. March 2021 Council Meeting Minutes
4. March 2021 Financial Statements
5. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Ordinance 2020-08-858; the 2020-2021 budget as adopted.

Mayor Clark called for a roll call vote.

Motion made by Councilmember Gordon to approve consent agenda items 3 through 5 as presented, Seconded by Councilmember DuPree.

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

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 6:20 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.

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

Section 551.087

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

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

The Town Council reconvened into open session at 6:46 p.m.

Regular Agenda

6. Conduct a public hearing regarding a request from KSW Holding Hickory Creek, LP to amend the current PD (Planned Development) zoning designation on two (2) tracts of land legally described as A1120A H.H. Swisher 50, 5.0 acres and TR 50A(1)(PT), 33.8629 acres, Town of Hickory Creek, Denton County, Texas and consider and act on the same. The properties are located in the 1800 Block of Turbeville Road.

Laura Canda Lewis, representing KSW Holding Hickory Creek, LP, provided an overview of the proposed amendments to the current zoning and answered questions from the town council.

John Smith, town administrator, outlined concerns expressed during the Planning and Zoning Commission meeting held on April 20, 2021 including traffic, lighting, height of buildings and security.

Chief Carey Dunn provided a summary of calls for service at the Olana since 2019.

Mayor Clark called the public hearing to order at 7:16 p.m. With no one wishing to speak, the public hearing was closed at 7:16 p.m.

Motion made by Mayor Pro Tem Kenney to approve an ordinance amending the current PD (Planned Development) zoning designation on two (2) tracts of land legally described as A1120A H.H. Swisher 50, 5.0 acres and TR 50A(1)(PT), 33.8629 acres, Town of Hickory Creek, Denton County, Texas with the following amendments to Exhibit B, Planned Development Standards; times for the service entry from 9:00 a.m. until 6:00 p.m.; architectural design stated as French Provincial; night sky standards, Seconded by Councilmember Theodore.

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

7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, nominating one candidate to a slate of nominees for the board of managers of the Denco Area 9-1-1 District.

Mrs. Sue Tejml provided an overview of the Denco 9-1-1 Area District, her tenure on the board of managers and thanked the council for considering nominating her for another term.

Motion made by Councilmember Gordon approve a resolution of the Town Council of the Town of Hickory Creek, Texas, nominating Sue Tejml to a slate of nominees for the board of managers of the Denco Area 9-1-1 District, Seconded by Councilmember Theodore. Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

8. Consider and act on a final plat of Lake Dallas RV Park Phase II, Lot 1, Block 1; being 1.013 acres of land out of the L. Cobb Survey, Abstract No. 284, Town of Hickory Creek ETJ, Denton County, Texas. The property is located at 661 S Main Street.

Motion made by Mayor Pro Tem Kenney to approve a final plat of Lake Dallas RV Park Phase II, Lot 1, Block 1; being 1.013 acres of land out of the L. Cobb Survey, Abstract No. 284, Town of Hickory Creek ETJ, Denton County, Texas. The property is located at 661 S Main Street, Seconded by Councilmember Gordon.

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

9. 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 by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. concerning GIS Services.

Matt Stahl, Halff Associates, Inc., provided an overview of the process to create and maintain an enterprise GIS database with hosting services and questions from the town council were answered.

No action taken.

10. 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 by and between the Town of Hickory Creek, Texas and Mobile Communications America concerning equipment and service maintenance.

Councilmember Gordon recused himself from the discussion, exited the council chambers at 8:32 p.m. and returned to the council chambers at 8:43 p.m.

No action taken.

11. Consider and act on nomination of the 2021 Hickory Creek Scholars of the Year.

Motion made by Councilmember DuPree to recognize Addison Buesing and Gillian Stinson as the 2021 Hickory Creek Scholars of the Year, Seconded by Councilmember Theodore.

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

12. Consider and act on nomination of the 2021 Hickory Creek Sportsman of the Year.

Motion made by Councilmember Theodore recognize Patrick Wenger as the 2021 Hickory Creek Sportsman of the Year, Seconded by Councilmember DuPree.

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

13. Consider and act on nomination of the 2021 Hickory Creek Sportswoman of the Year.

Motion made by Councilmember Theodore to recognize Ivelyn Jimenez as 2021 Hickory Creek Sportsman of the Year, Seconded by Councilmember Gordon.

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

14. Discussion regarding 2020 Citizen and Business of the Year.

Discussion was held regarding 2020 Citizen and Business of the Year.

15. Discussion regarding utilizing American Rescue Act Funding for broadband in a public/private partnership.

Discussion was held regarding utilizing American Rescue Act Funding for broadband in a public/private partnership.

16. Discussion regarding yearly appreciation dinner for volunteers and staff.

Discussion was held regarding the yearly appreciation dinner for volunteers and staff.

Executive Session

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

Section 551.071

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

17. DCAD Property ID 62326

Reconvene into Open Session

The Town Council reconvened into open session at 10:27 p.m.

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

DCAD Property ID 62326

No action taken.

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

Motion made by Mayor Pro Tem Kenney authorizing the Mayor to execute an economic development agreement with KSW Holding Hickory Creek, LP, Seconded by Councilmember Theodore.

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

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, Councilmember Theodore. Motion passed unanimously.

The meeting did then stand adjourned at 10:42 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

10:21 AM
05/06/21
Accrual Basis

Town of Hickory Creek
Balance Sheet
As of April 30, 2021

	<u>Apr 30, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,246.60
BOA - Drug Forfeiture	1,950.92
BOA - Drug Seizure	5,286.59
BOA - General Fund	98,443.77
BOA - Parks and Recreation	159,075.09
BOA - Payroll	260.00
BOA - Police State Training	5,183.74
Logic 2020 CO's	4,005,676.19
Logic Animal Shelter Facility	9,578.79
Logic Harbor Ln-Sycamore Bend	80,379.22
Logic Investment Fund	6,399,928.96
Logic Turbeville Road	94,881.06
Total Checking/Savings	<u>10,879,890.93</u>
Accounts Receivable	
Municipal Court Payments	7,588.67
Total Accounts Receivable	<u>7,588.67</u>
Other Current Assets	
Undeposited Funds	2,919.65
Total Other Current Assets	<u>2,919.65</u>
Total Current Assets	<u>10,890,399.25</u>
TOTAL ASSETS	<u>10,890,399.25</u>
LIABILITIES & EQUITY	0.00

10:25 AM

05/06/21

Accrual Basis

Town of Hickory Creek

Profit & Loss

April 2021

	Apr 21
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	10,113.19
4004 M&O Penalties & Interest	573.11
4006 Delinquent M&O	47.50
4008 I&S Debt Service	6,198.57
4010 I&S Penalties & Interest	361.46
4012 Delinquent I&S	6.48
Total Ad Valorem Tax Revenue	17,300.31
Building Department Revenue	
4102 Building Permits	44,182.65
4104 Certificate of Occupancy	1,500.00
4106 Contractor Registration	825.00
4122 Septic Permits	425.00
4124 Sign Permits	25.00
Total Building Department Revenue	46,957.65
Franchise Fee Revenue	
4202 Atmos Energy	42,494.30
4208 CoServ	1,203.67
4212 Republic Services	4,838.72
Total Franchise Fee Revenue	48,536.69
Interest Revenue	
4302 Animal Shelter Interest	1.43
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.22
4314 Logic Investment Interest	730.28
4322 Logic Turbeville Road	6.64
4326 PD State Training Interest	0.21
4328 Logic Harbor/Sycamore Bend	5.61
Total Interest Revenue	744.47
Miscellaneous Revenue	
4502 Animal Adoption & Impound	2,395.00
4508 Annual Park Passes	4,012.75
4510 Arrowhead Park Fees	5,391.00
4530 Other Receivables	13,203.92
4536 Point Vista Park Fees	1,450.00
4550 Sycamore Bend Fees	6,634.00
4558 Harbor Lane/Sycamore Bend	1,750.00
Total Miscellaneous Revenue	34,836.67
Municipal Court Revenue	
4602 Building Security Fund	1,951.70
4604 Citations	66,556.29
4606 Court Technology Fund	1,723.77
4608 Jury Fund	34.66
4610 Truancy Fund	1,733.86
4612 State Court Costs	37,133.20
4614 Child Safety Fee	25.00
Total Municipal Court Revenue	109,158.48
Sales Tax Revenue	
4702 Sales Tax General Fund	101,774.41
4706 Sales Tax 4B Corporation	33,924.81
4708 Sales Tax Mixed Beverage	2,657.31
Total Sales Tax Revenue	138,356.53
Total Income	395,890.80

10:25 AM

05/06/21

Accrual Basis

Town of Hickory Creek

Profit & Loss

April 2021

	Apr 21
Gross Profit	395,890.80
Expense	
Capital Outlay	
5010 Street Maintenance	158.38
5024 Public Safety Improvements	1,884.05
5026 Fleet Purchase/Replacement	1,919.56
Total Capital Outlay	3,961.99
General Government	
5206 Computer Hardware/Software	567.30
5208 Copier Rental	340.99
5212 EDC Tax Payment	33,924.81
5216 Volunteer/Staff Events	254.04
5218 General Communications	2,664.95
5222 Office Supplies & Equip.	44.55
5224 Postage	1,171.81
5226 Community Cause	10.00
5228 Town Council/Board Expense	313.33
Total General Government	39,291.78
Municipal Court	
5304 Building Security	473.80
5312 Court Technology	248.00
5318 Merchant Fees/Credit Cards	-532.41
5322 Office Supplies/Equipment	330.47
5324 State Court Costs	92,710.04
5326 Training & Education	100.00
5332 Warrants Collected	-2,767.24
Total Municipal Court	90,562.66
Parks and Recreation	
5408 Tanglewood Park	342.38
Total Parks and Recreation	342.38
Parks Corps of Engineer	
5432 Arrowhead	539.72
5434 Harbor Grove	287.77
5436 Point Vista	400.06
5438 Sycamore Bend	718.31
Total Parks Corps of Engineer	1,945.86
Personnel	
5502 Administration Wages	37,545.01
5504 Municipal Court Wages	13,837.40
5506 Police Wages	90,351.67
5507 Police Overtime Wages	850.85
5508 Public Works Wages	22,826.98
5509 Public Works Overtime Wage	56.18
5510 Health Insurance	19,174.58
5514 Payroll Expense	2,480.64
5518 Retirement (TMRS)	21,671.67
Total Personnel	208,794.98
Police Department	
5602 Auto Gas & Oil	2,707.71
5606 Auto Maintenance & Repair	2,142.65
5612 Computer Hardware/Software	417.70
5614 Crime Lab Analysis	142.80
5626 Office Supplies/Equipment	71.58
5630 Personnel Equipment	3,214.32
5634 Travel Expense	383.44
5636 Uniforms	1,736.15

Town of Hickory Creek
Profit & Loss
April 2021

	Apr 21
5640 Training & Education	1,225.70
5646 Community Outreach	25.00
5648 K9 Unit	451.36
Total Police Department	12,518.41
Public Works Department	
5708 Animal Control Vet Fees	611.80
5710 Auto Gas & Oil	1,667.79
5714 Auto Maintenance/Repair	1,087.27
5716 Beautification	5,737.74
5728 Equipment Supplies	46.81
5732 Office Supplies/Equipment	4.79
5734 Communications	306.25
5742 Uniforms	136.56
Total Public Works Department	9,599.01
Services	
5804 Attorney Fees	11,138.60
5818 Inspections	13,805.00
5820 Fire Service	153,408.25
5822 Legal Notices/Advertising	550.20
5824 Library Services	30.90
5826 Municipal Judge	2,040.00
5828 Printing	40.00
5832 Computer Technical Support	10.00
5840 Denton County Dispatch	14,827.09
Total Services	195,850.04
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	10,417.74
5904 Electric	2,702.87
5906 Gas	149.75
5908 Street Lighting	3,258.72
5910 Telephone	2,517.47
5912 Water	626.68
Total Utilities & Maintenance	19,673.23
Total Expense	582,540.34
Net Ordinary Income	-186,649.54
Net Income	-186,649.54

10:26 AM

05/06/21

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 58.33%

October 2020 through April 2021

	Oct '20 - Apr 21	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,268,217.06	1,312,360.00	96.6%
4004 M&O Penalties & Interest	2,240.42	4,500.00	49.8%
4006 Delinquent M&O	-654.53	5,000.00	-13.1%
4008 I&S Debt Service	777,149.04	804,368.00	96.6%
4010 I&S Penalties & Interest	1,135.02	2,500.00	45.4%
4012 Delinquent I&S	-668.94	4,000.00	-16.7%
Total Ad Valorem Tax Revenue	2,047,418.07	2,132,728.00	96.0%
Building Department Revenue			
4102 Building Permits	1,088,095.00	350,000.00	310.9%
4104 Certificate of Occupancy	23,825.00	500.00	4,765.0%
4106 Contractor Registration	6,350.00	5,000.00	127.0%
4108 Preliminary/Final Plat	4,250.00	0.00	100.0%
4110 Prelim/Final Site Plan	1,200.00	0.00	100.0%
4112 Health Inspections	9,660.00	10,000.00	96.6%
4122 Septic Permits	2,550.00	0.00	100.0%
4124 Sign Permits	765.00	1,600.00	47.8%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	2,000.00	500.00	400.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	450.00	1,200.00	37.5%
Total Building Department Revenue	1,139,145.00	369,075.00	308.6%
Franchise Fee Revenue			
4202 Atmos Energy	42,494.30	40,500.00	104.9%
4204 Charter Communications	21,215.92	39,000.00	54.4%
4206 CenturyLink	160.38	1,500.00	10.7%
4208 CoServ	3,560.68	4,200.00	84.8%
4210 Oncor Electric	141,370.64	138,000.00	102.4%
4212 Republic Services	30,034.15	44,500.00	67.5%
Total Franchise Fee Revenue	238,836.07	267,700.00	89.2%
Interest Revenue			
4302 Animal Shelter Interest	12.85	0.00	100.0%
4308 Drug Forfeiture Interest	0.55	0.00	100.0%
4310 Drug Seizure Interest	1.15	0.00	100.0%
4314 Logic Investment Interest	5,932.07	45,600.00	13.0%
4320 Logic Street/Road Improv.	17.99	1,100.00	1.6%
4322 Logic Turbeville Road	101.38	950.00	10.7%
4326 PD State Training Interest	1.50	0.00	100.0%
4328 Logic Harbor/Sycamore Bend	42.00	0.00	100.0%
Total Interest Revenue	6,109.49	47,650.00	12.8%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	41,500.00	0.0%
Total Interlocal Revenue	0.00	41,500.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	7,732.45	8,600.00	89.9%
4506 Animal Shelter Donations	1,466.13	500.00	293.2%
4508 Annual Park Passes	13,650.30	20,000.00	68.3%
4510 Arrowhead Park Fees	15,163.00	22,000.00	68.9%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	36,500.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	3,904.00	0.00	100.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	224,210.00	0.0%
4526 Mineral Rights	0.00	0.00	0.0%
4530 Other Receivables	258,620.76	48,000.00	538.8%
4534 PD State Training	1,184.79	0.00	100.0%
4536 Point Vista Park Fees	4,755.75	6,500.00	73.2%
4546 Street Improv Restricted	0.00	650,000.00	0.0%
4550 Sycamore Bend Fees	19,392.00	15,000.00	129.3%
4554 Building Security Fund Res	0.00	5,000.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	12,250.00	0.00	100.0%
4560 2020 CO Proceeds	0.00	0.00	0.0%
Total Miscellaneous Revenue	338,149.18	1,082,238.00	31.2%
Municipal Court Revenue			
4602 Building Security Fund	10,000.94	9,270.00	107.9%
4604 Citations	306,011.75	450,000.00	68.0%
4606 Court Technology Fund	8,231.59	12,115.00	67.9%
4608 Jury Fund	188.10	150.00	125.4%
4610 Truancy Fund	9,409.69	5,000.00	188.2%
4612 State Court Costs	191,941.44	208,000.00	92.3%
4614 Child Safety Fee	575.00	750.00	76.7%
Total Municipal Court Revenue	526,358.51	685,285.00	76.8%
Sales Tax Revenue			

10:26 AM

05/06/21

Town of Hickory Creek

Budget vs. Actual Year to Date 58.33%

Accrual Basis

October 2020 through April 2021

	Oct '20 - Apr 21	Budget	% of Budget
4702 Sales Tax General Fund	836,272.67	1,237,500.00	67.6%
4706 Sales Tax 4B Corporation	278,757.57	412,500.00	67.6%
4708 Sales Tax Mixed Beverage	14,610.25	7,000.00	208.7%
Total Sales Tax Revenue	1,129,640.49	1,657,000.00	68.2%
Total Income	5,425,656.81	6,283,176.00	86.4%
Gross Profit	5,425,656.81	6,283,176.00	86.4%
Expense			
Capital Outlay			
5010 Street Maintenance	11,388.16	25,000.00	45.6%
5012 Streets & Road Improvement	34,789.84	650,000.00	5.4%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	1,884.05	0.00	100.0%
5026 Fleet Purchase/Replacement	12,406.56	52,000.00	23.9%
5030 Sycamore Bend Construction	197,405.00	0.00	100.0%
Total Capital Outlay	257,873.61	727,000.00	35.5%
Debt Service			
5106 2012 Refunding Bond Series	6,157.11	267,258.00	2.3%
5110 2015 Refunding Bond Series	54,775.00	314,550.00	17.4%
5112 2015 C.O. Series	58,075.00	276,150.00	21.0%
5114 2020 C.O. Series	27,137.50	207,575.00	13.1%
Total Debt Service	146,144.61	1,065,533.00	13.7%
General Government			
5202 Bank Service Charges	15.00	50.00	30.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	14,945.70	108,000.00	13.8%
5208 Copier Rental	2,025.18	2,500.00	81.0%
5210 Dues & Memberships	2,329.81	2,000.00	116.5%
5212 EDC Tax Payment	278,757.57	412,500.00	67.6%
5214 Election Expenses	0.00	12,500.00	0.0%
5216 Volunteer/Staff Events	3,729.33	6,500.00	57.4%
5218 General Communications	7,437.08	16,000.00	46.5%
5222 Office Supplies & Equip.	1,767.20	2,500.00	70.7%
5224 Postage	5,016.73	4,000.00	125.4%
5226 Community Cause	30.00	3,000.00	1.0%
5228 Town Council/Board Expense	615.99	5,500.00	11.2%
5230 Training & Education	75.00	1,500.00	5.0%
5232 Travel Expense	0.00	1,500.00	0.0%
5234 Staff Uniforms	975.92	950.00	102.7%
Total General Government	317,720.51	579,300.00	54.8%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	3,653.40	9,270.00	39.4%
5312 Court Technology	8,844.97	12,115.00	73.0%
5314 Dues & Memberships	0.00	200.00	0.0%
5318 Merchant Fees/Credit Cards	-1,019.57	0.00	100.0%
5322 Office Supplies/Equipment	817.92	1,200.00	68.2%
5324 State Court Costs	235,691.48	245,000.00	96.2%
5326 Training & Education	255.00	500.00	51.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-10,724.88	0.00	100.0%
Total Municipal Court	237,518.32	268,860.00	88.3%
Parks and Recreation			
5402 Events	0.00	1,000.00	0.0%
5408 Tanglewood Park	3,225.73	1,500.00	215.0%
5412 KHCB	275.00	500.00	55.0%
5414 Tree City USA	0.00	1,500.00	0.0%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	3,500.73	4,500.00	77.8%
Parks Corps of Engineer			
5432 Arrowhead	5,222.55	60,000.00	8.7%
5434 Harbor Grove	619.39	15,000.00	4.1%
5436 Point Vista	3,550.28	5,000.00	71.0%
5438 Sycamore Bend	20,501.02	20,000.00	102.5%
Total Parks Corps of Engineer	29,893.24	100,000.00	29.9%
Personnel			
5502 Administration Wages	199,480.00	314,055.00	63.5%
5504 Municipal Court Wages	72,146.71	122,640.00	58.8%
5506 Police Wages	452,143.54	797,635.00	56.7%
5507 Police Overtime Wages	3,912.76	8,000.00	48.9%
5508 Public Works Wages	121,278.12	205,748.00	58.9%
5509 Public Works Overtime Wage	499.02	1,600.00	31.2%
5510 Health Insurance	133,340.91	227,370.00	58.6%
5512 Longevity	11,796.00	12,225.00	96.5%
5514 Payroll Expense	16,061.51	20,000.00	80.3%
5516 Employment Exams	585.80	2,500.00	23.4%
5518 Retirement (TMRS)	125,984.16	191,225.00	65.9%

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05/06/21

Town of Hickory Creek

Budget vs. Actual Year to Date 58.33%

Accrual Basis

October 2020 through April 2021

	Oct '20 - Apr 21	Budget	% of Budget
5520 Unemployment (TWC)	220.27	3,600.00	6.1%
5522 Workman's Compensation	25,720.00	25,500.00	100.9%
Total Personnel	1,163,168.80	1,932,098.00	60.2%
Police Department			
5602 Auto Gas & Oil	14,067.49	20,000.00	70.3%
5606 Auto Maintenance & Repair	14,129.76	25,000.00	56.5%
5610 Books & Subscriptions	330.00	500.00	66.0%
5612 Computer Hardware/Software	14,745.97	45,000.00	32.8%
5614 Crime Lab Analysis	2,439.79	2,000.00	122.0%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	30.00	500.00	6.0%
5626 Office Supplies/Equipment	1,540.21	1,800.00	85.6%
5630 Personnel Equipment	25,908.26	25,000.00	103.6%
5634 Travel Expense	1,393.31	3,000.00	46.4%
5636 Uniforms	4,616.42	6,000.00	76.9%
5640 Training & Education	3,439.70	7,500.00	45.9%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	393.27	1,000.00	39.3%
5648 K9 Unit	1,988.05	1,500.00	132.5%
Total Police Department	85,022.23	139,300.00	61.0%
Public Works Department			
5702 Animal Control Donation	0.00	500.00	0.0%
5704 Animal Control Equipment	111.42	600.00	18.6%
5706 Animal Control Supplies	615.70	1,000.00	61.6%
5708 Animal Control Vet Fees	2,524.27	7,500.00	33.7%
5710 Auto Gas & Oil	8,110.30	9,500.00	85.4%
5714 Auto Maintenance/Repair	17,166.69	5,000.00	343.3%
5716 Beautification	8,591.98	95,000.00	9.0%
5718 Computer Hardware/Software	725.48	1,000.00	72.5%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	4,795.62	5,000.00	95.9%
5724 Equipment Maintenance	2,991.71	6,000.00	49.9%
5726 Equipment Rental	0.00	4,500.00	0.0%
5728 Equipment Supplies	3,445.20	6,500.00	53.0%
5732 Office Supplies/Equipment	337.75	500.00	67.6%
5734 Communications	2,393.39	3,800.00	63.0%
5738 Training	600.00	800.00	75.0%
5740 Travel Expense	0.00	1,000.00	0.0%
5742 Uniforms	889.68	2,600.00	34.2%
5748 Landscaping Services	16,276.74	140,000.00	11.6%
Total Public Works Department	69,575.93	291,150.00	23.9%
Services			
5802 Appraisal District	9,240.78	12,400.00	74.5%
5804 Attorney Fees	17,171.10	60,000.00	28.6%
5806 Audit	13,500.00	14,500.00	93.1%
5808 Codification	1,586.47	2,400.00	66.1%
5812 Document Management	0.00	600.00	0.0%
5814 Engineering	66,850.53	115,000.00	58.1%
5816 General Insurance	35,426.64	34,681.00	102.2%
5818 Inspections	141,681.00	56,000.00	253.0%
5820 Fire Service	460,224.75	615,000.00	74.8%
5822 Legal Notices/Advertising	1,731.00	2,500.00	69.2%
5824 Library Services	559.05	500.00	111.8%
5826 Municipal Judge	8,160.00	13,000.00	62.8%
5828 Printing	991.70	1,500.00	66.1%
5830 Tax Collection	2,488.00	3,000.00	82.9%
5832 Computer Technical Support	41,400.00	41,750.00	99.2%
5838 DCCAC	0.00	2,172.00	0.0%
5840 Denton County Dispatch	14,827.09	29,632.00	50.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	100.00	0.0%
Total Services	815,838.11	1,004,935.00	81.2%
Special Events			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	2,356.24	6,000.00	39.3%
Total Special Events	2,356.24	13,000.00	18.1%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	32,026.90	65,000.00	49.3%
5904 Electric	16,219.05	20,000.00	81.1%
5906 Gas	1,460.52	1,500.00	97.4%
5908 Street Lighting	22,761.24	33,000.00	69.0%
5910 Telephone	23,673.60	28,000.00	84.5%
5912 Water	4,896.59	10,000.00	49.0%
Total Utilities & Maintenance	101,037.90	157,500.00	64.2%
Total Expense	3,229,650.23	6,283,176.00	51.4%
Net Ordinary Income	2,196,006.58	0.00	100.0%

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05/06/21
Accrual Basis

Town of Hickory Creek
Budget vs. Actual Year to Date 58.33%
October 2020 through April 2021

	Oct '20 - Apr 21	Budget	% of Budget
Net Income	2,196,006.58	0.00	100.0%

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Accrual Basis

Town of Hickory Creek

Expenditures over \$1,000.00

April 2021

Type	Date	Num	Name		Amount
Ordinary Income/Expense					
Expense					
Capital Outlay					
5024 Public Safety Improvements					
Bill	04/20/2021	Invoice...	Elan City, Inc.		1,303.94
Total 5024 Public Safety Improvements					1,303.94
5026 Fleet Purchase/Replacement					
Check	04/30/2021	Debit	ENTPRSEFLEETBILL DESSL01031		1,919.56
Total 5026 Fleet Purchase/Replacement					1,919.56
Total Capital Outlay					3,223.50
General Government					
5212 EDC Tax Payment					
Check	04/08/2021	4083	Hickory Creek Economic Development		33,924.81
Total 5212 EDC Tax Payment					33,924.81
5218 General Communications					
Bill	04/20/2021	Invoice...	Municipal Code Corporation		2,400.00
Total 5218 General Communications					2,400.00
Total General Government					36,324.81
Municipal Court					
5324 State Court Costs					
Check	04/28/2021	Debit	State Comptroller		92,710.04
Total 5324 State Court Costs					92,710.04
Total Municipal Court					92,710.04
Personnel					
5510 Health Insurance					
Check	04/01/2021	Debit	DearbornLife	DESPayment	1,198.20
Check	04/16/2021	Debit	TML0111	DESCONS COLL	17,297.16
Total 5510 Health Insurance					18,495.36
5518 Retirement (TMRS)					
Check	04/30/2021	Debit	TMRS		21,671.67
Total 5518 Retirement (TMRS)					21,671.67
Total Personnel					40,167.03
Police Department					
5602 Auto Gas & Oil					
Check	04/27/2021	Debit	WEX INC	DESFLEET DEBI	2,707.71
Total 5602 Auto Gas & Oil					2,707.71
5606 Auto Maintenance & Repair					
Bill	04/20/2021	R.O.# ...	Christian Brothers Automotive		1,040.15
Total 5606 Auto Maintenance & Repair					1,040.15
5630 Personnel Equipment					
Bill	04/19/2021	Invoice...	GT Distributors		2,225.53
Total 5630 Personnel Equipment					2,225.53
5640 Training & Education					
Check	04/22/2021	Debit	CHECKCARD	0420 PAYPAL *WINNINGM	1,190.00
Total 5640 Training & Education					1,190.00
Total Police Department					7,163.39
Public Works Department					
5710 Auto Gas & Oil					
Check	04/27/2021	Debit	WEX INC	DESFLEET DEBI	1,667.79
Total 5710 Auto Gas & Oil					1,667.79
5716 Beautification					
Check	04/09/2021	4086	Javier Navarro		4,000.00
Total 5716 Beautification					4,000.00
Total Public Works Department					5,667.79
Services					
5804 Attorney Fees					
Bill	04/09/2021	Acct 99...	Hayes, Berry, White & Vanzant		1,112.50
Bill	04/09/2021	Acct 99...	Hayes, Berry, White & Vanzant		10,026.10
Total 5804 Attorney Fees					11,138.60
5818 Inspections					
Bill	04/09/2021	Invoice...	Vaughn Inspections Plus, LLC		13,805.00

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Accrual Basis

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

Type	Date	Num	Name	Amount
			Total 5818 Inspections	13,805.00
			5820 Fire Service	
Check	04/09/2021	4085	City of Corinth	153,408.25
			Total 5820 Fire Service	153,408.25
			5826 Municipal Judge	
Check	04/01/2021		Alfons Kyle Knapp	1,020.00
Check	04/30/2021		Alfons Kyle Knapp	1,020.00
			Total 5826 Municipal Judge	2,040.00
			5840 Denton County Dispatch	
Check	04/19/2021	4088	Denton County Auditor	14,827.09
			Total 5840 Denton County Dispatch	14,827.09
			Total Services	195,218.94
			Utilities & Maintenance	
			5902 Bldg Maintenance/Supplies	
Check	04/05/2021	Debit	CHECKCARD 0402 PILAR PRODUCTS L	4,250.00
Check	04/28/2021	4091	Martin Mechanical Heating & Air Condition	3,900.00
			Total 5902 Bldg Maintenance/Supplies	8,150.00
			5904 Electric	
Check	04/22/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,724.38
			Total 5904 Electric	2,724.38
			5908 Street Lighting	
Check	04/22/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,103.49
			Total 5908 Street Lighting	3,103.49
			5910 Telephone	
Check	04/30/2021	Debit	CenturyLink	1,295.41
			Total 5910 Telephone	1,295.41
			Total Utilities & Maintenance	15,273.28
			Total Expense	395,748.78
			Net Ordinary Income	-395,748.78
			Net Income	-395,748.78



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: 04/01/2021 - 04/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0851%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 4/30/21 WAS 1.000082.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,005,396.11
04/30/2021	MONTHLY POSTING	9999888	280.08	4,005,676.19
	ENDING BALANCE			4,005,676.19

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,005,396.11
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	280.08
ENDING BALANCE	4,005,676.19
AVERAGE BALANCE	4,005,396.11

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	1,355.76



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: 04/01/2021 - 04/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0851%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 4/30/21 WAS 1.000082.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,578.15
04/30/2021	MONTHLY POSTING	9999888	0.64	9,578.79
	ENDING BALANCE			9,578.79

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,578.15
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	0.64
ENDING BALANCE	9,578.79
AVERAGE BALANCE	9,578.15

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	3.29



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: 04/01/2021 - 04/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0851%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 4/30/21 WAS 1.000082.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			80,373.61
04/30/2021	MONTHLY POSTING	9999888	5.61	80,379.22
	ENDING BALANCE			80,379.22

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	80,373.61
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	5.61
ENDING BALANCE	80,379.22
AVERAGE BALANCE	80,373.61

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	27.21



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: 04/01/2021 - 04/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0851%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 4/30/21 WAS 1.000082.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			6,549,478.76
04/09/2021	ACH WITHDRAWAL	6127464	150,000.00 -	6,399,478.76
04/30/2021	MONTHLY POSTING	9999888	450.20	6,399,928.96
	ENDING BALANCE			6,399,928.96

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	6,549,478.76
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	150,000.00
TOTAL INTEREST	450.20
ENDING BALANCE	6,399,928.96
AVERAGE BALANCE	6,439,478.76

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,222,665.66	399,529.49	2,096.89



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: 04/01/2021 - 04/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0851%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 4/30/21 WAS 1.000082.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			94,874.42
04/30/2021	MONTHLY POSTING	9999888	6.64	94,881.06
	ENDING BALANCE			94,881.06

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	94,874.42
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6.64
ENDING BALANCE	94,881.06
AVERAGE BALANCE	94,874.42

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	32.14

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2021-0512-**

A RESOLUTION DESIGNATING THE SCHOLARS OF THE YEAR AWARD

WHEREAS, the Town of Hickory Creek recognizes the contribution of our youth to our community and the important role they serve in our society; and

WHEREAS, education is a never ending process, and those individuals who are the most content are those who continue to develop their intellectual capacities, grow with the time in which they live, and work to achieve their highest potential; and

WHEREAS, the accomplishments and achievements of our youth deserve recognition and praise; and

WHEREAS, these students distinguish themselves not only as outstanding students and leaders but as an outstanding example to the youth of our community; and

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize two high school students who have shown excellence in areas of academics and leadership to receive the distinguished honor of being formally recognized as **SCHOLARS OF THE YEAR FOR 2021**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE SCHOLARS OF THE YEAR AWARD BE GIVEN TO ADDISON BUESING AND GILLIAN STINSON.

PASSED AND APPROVED by the Hickory Creek Town Council this 12th day of May, 2021.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2021-0512-**

A RESOLUTION DESIGNATING THE SPORTSMAN OF THE YEAR AWARD

WHEREAS, we realize that participation in organized athletics helps build character and teaches a wholesome sense of good sportsmanship among our youth; and

WHEREAS, to really excel in any one sport, a young person must demonstrate, in addition to a great deal of natural ability, an outstanding spirit of dedication, enthusiasm, hard work; and

WHEREAS, the Town of Hickory Creek urges our community to reward kids who believe in themselves, each other and the future;

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school student who has shown exceptional sportsmanship during the year to receive the distinguished honor of being formally recognized as **SPORTSMAN OF THE YEAR FOR 2021**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE SPORTSMAN OF THE YEAR AWARD BE GIVEN TO PATRICK WENGER.

PASSED AND APPROVED by the Hickory Creek Town Council this 12th day of May, 2021.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2021-0512-**

A RESOLUTION DESIGNATING THE SPORTSWOMAN OF THE YEAR AWARD

WHEREAS, we realize that participation in organized athletics helps build character and teaches a wholesome sense of good sportsmanship among our youth; and

WHEREAS, to really excel in any one sport, a young person must demonstrate, in addition to a great deal of natural ability, an outstanding spirit of dedication, enthusiasm, hard work; and

WHEREAS, the Town of Hickory Creek urges our community to reward kids who believe in themselves, each other and the future;

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school athlete who has shown exceptional sportsmanship during the year to receive the distinguished honor of being formally recognized as **SPORTSWOMAN OF THE YEAR FOR 2021**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE SPORTSWOMAN OF THE YEAR AWARD BE GIVEN TO IVELYN JIMENEZ.

PASSED AND APPROVED by the Hickory Creek Town Council this 12th day of May, 2021.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2021-0512-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF THE MAY 1, 2021 SPECIAL ELECTION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Hickory Creek duly authorized a special election to be held within the Town of Hickory Creek, Texas on May 1, 2021 for the purpose of submitting to the resident qualified electors of the Town the propositions hereinafter set forth;

WHEREAS, the Election officers who held said Election have duly made the return of the results thereof, and said returns have been duly delivered to the Town Council;

WHEREAS, the Town Council finds and declares that the meeting at which this resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of the meeting was given as required by Vernon's Ann. Texas Government Code, Chapter 551 as amended;

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

Section 1

It is officially found and determined that said Election was duly ordered, that proper notice thereof was duly given, that proper Election officers were duly appointed prior to said Election, that said Election was duly and lawfully held, that due returns of the result of said Election have been made and delivered, and that this Town Council has duly canvassed said returns, all in accordance with law and the Ordinance calling said Election.

Section 2

It is officially found and determined that the following votes were cast at said Election on the submitted propositions by the resident qualified electors of the Town who voted at said Election.

Town of Hickory Creek Proposition A

Decreasing the Local Sales and Use Tax rate in Hickory Creek for the Type B Economic Development Corporation from one half percent to one fourth percent; and the adoption of a Local Sales and Use Tax in Hickory Creek at the rate of one half percent.

The number of votes cast "FOR"	237
The number of votes cast "AGAINST"	112
The number of votes by which the proposition was approved:	125
Total votes cast:	349

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 12th day of May, 2021.

Lynn C. Clark., Mayor
Town of Hickory Creek

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek

APPROVED AS TO LEGAL FORM

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



AGENDA INFORMATION SHEET

MEETING DATE: May 10, 2021

AGENDA ITEM: Consider and act on bids submitted for BID# 2021-04, Automated Gated Secure Parking Area.

SUMMARY: Bids will be opened on Monday, May 10, 2021 at 9:00 a.m.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0512-__**

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 12th day of May, 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

INTERLOCAL COOPERATION AGREEMENT FOR CONSULTING SERVICES TO EVALUATE BROADBAND SERVICE PROVIDERS BY AND AMONG 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 and 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 replace and supersede the Consultant Proposal as Exhibit “A” hereto and shall be incorporated herein by reference.

(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 **SEVEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$7,600.00)**. 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.

	Land Area				Total Allocation	Total Cost
	Population		(miles)			
Corinth	21,260	59%	7.9	44%	51.7%	\$3,927
Lake Dallas	7,260	20%	2.7	15%	17.7%	\$1,343
Hickory Creek	4,560	13%	4.5	25%	18.9%	\$1,434
Shady Shores	2,670	7%	2.9	16%	11.8%	\$896
	35750	100%	18.00	100	100%	\$7,600

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

Mike Wilson, Interim 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

CITY/GOVT ENTITY OF SHADY SHORES, TEXAS

Cindy Aughinbaugh, Shady Shores Mayor

Date

ATTEST:

Wendy Withers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF HICKORY CREEK, TEXAS

Lynn Clark, Hickory Creek Mayor

Date

ATTEST:

Kristi Rogers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF LAKE DALLAS, TEXAS

Michael Barnhart, Lake Dallas Mayor

Date

ATTEST:

Cody Delcambre, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT “A”
COPY OF MIGHTY RIVER AGREEMENT

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0512-__**

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 A PRE-ANNEXATION AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND MMM HOLDINGS, LP; 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 Pre-Annexation Agreement by and between the Town of Hickory Creek, Texas and MMM Holdings, LP (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor or Town Administrator 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 12th day of May, 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

CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE

DEVELOPER AGREEMENT

This Development Agreement (the "Agreement"), entered into on the Effective Date, is by and between the Town of Hickory Creek, Texas (the "Town") and MMM Holdings, LP, a Texas Limited Partnership ("Owners"), the property owners of the property described on the attached Exhibit "A" (the "Property") in Denton County, Texas (Owners and Town also singularly a "Party" or collectively "Parties"):

RECITALS

WHEREAS, Sec. 212.172 of the Tex. Loc. Gov't Code authorizes a property owner and a municipality to enter into a development agreement for purposes of extending the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized, by authorizing enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries, by authorizing enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, providing for infrastructure, providing for the annexation of the land as a whole or in parts and to provide for the terms of annexation, and specifying the uses and development of the land before and after annexation, if annexation is agreed to by the parties

WHEREAS, the Parties agree that this Agreement is entered into pursuant to Section 212.172 of the Tex. Loc. Gov't Code; and

WHEREAS, upon expiration of the Agreement, Owners shall be deemed to have filed a petition for voluntary annexation, pursuant to Subchapter C-3 of Ch. 43 of the Tex. Loc. Gov't Code, incorporating the agreed terms and schedule of the Written Agreement for Services, attached hereto as Exhibit "B"; and

WHEREAS, Owners and the Town acknowledge that this Agreement between them is binding upon the Town and the Owners and their respective successors and assigns for the term of the Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Denton County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Continuation of ETJ Status. The Town guarantees the continuation of the extraterritorial status of the Property and agrees not to annex the Property for the term of this Agreement, as hereinafter defined, and any subsequent renewals as may be agreed upon by the Parties, subject, however, to the provisions of this Agreement.

Section 2. [Intentionally Omitted].

Section 3. Governing Regulations. The Town regulations, including but not limited to the following, shall apply to any development of the Property upon the annexation of the property into the City limits, as such regulations may hereafter be amended from time to time during the term of this Agreement, as hereinafter defined, and does not prevent the continuation of a use established prior

to the effective date of this Agreement or the annexation of the Property into the city limits of the City, and which remains lawful at the time the Agreement is executed:

- (1) Zoning standards contained in the Hickory Creek Code of Ordinances, as amended, and standards incorporated therein;
- (2) The subdivision and development regulations contained within the Hickory Creek Code of Ordinances, as amended, together with all design criteria manuals, design regulations, and other approved Master Plans of the Town of Hickory Creek, Texas, as amended, and the most recent North Central Texas Council of Governments Standard Specifications for Public Works Construction, as amended or replaced;
- (3) Hickory Creek building codes, as adopted by the Town, as amended, along with local amendments, as amended, and more particularly set forth as follows:
 - a. International Building Code, 2012 Edition with local amendments;
 - b. International Residential Code, 2012 Edition with Appendix G and local amendments;
 - c. The International Fire Code, 2012 Edition with local amendments;
 - d. International Plumbing Code, 2012 Edition with local amendments;
 - e. International Fuel Gas Code, 2012 Edition with local amendments;
 - f. International Mechanical Code, 2012 Edition with local amendments;
 - g. Code of Ordinances of Chapter 17, Property Maintenance Code, as amended;
 - h. International Energy Conservation Code, 2012 Edition, with regional amendments;
 - i. National Electric Code, 2011 Edition, with local amendments;
 - j. National Electric Safety Code, 2012 Edition, with regional amendments;
 - k. Minimum housing and building standards, Code of Ordinances, Sections 17-141-196, as amended and as applicable; and
 - l. Irrigation Systems, Code of Ordinances, Sections 28-441-457.

Prior to the date of annexation all rules that are applicable to the development of property in the extraterritorial jurisdiction of the City shall apply.

- (4) Sign regulations, as contained within the Code of Ordinances, as amended;
- (5) Applicable water and wastewater connection, construction and on-site operation requirements, contained within Hickory Creek Code of Ordinances, as amended, and as supplemented by the Texas Water Code, as amended, Texas Natural Resources Code, as amended, Texas Utilities Code, as amended, and applicable administrative standards of the Texas Commission on Environmental Quality, as amended;
- (6) Applicable flood protection, drainage and related standards, as contained within the Hickory Creek Code of Ordinances, as amended, and as supplemented by requirements of the Texas Water Code, as amended, Texas Natural Resources Code, as amended, applicable administrative standards of the Texas Commission on Environmental Quality, as amended, and applicable administrative standards of the Federal Emergency Management Administration, as amended; and
- (7) Gas well platting, and operations standards, as contained within the Hickory Creek Code of Ordinances, as amended and as applicable, and as supplemented by requirements of the Texas Utilities Code, the Texas Natural Resources Code, the Texas Water Code, and applicable administrative standards of the Texas Railroad Commission and Texas Commission

on Environmental Quality, as amended; and

(8) The Town states and specifically reserves its authority pursuant to Chapter 251 of the Tex. Loc. Gov't Code to exercise eminent domain on the Property.

(9) All permitting requirements and related fees of the Town of Hickory Creek, except for work commenced prior to the effective date of this Agreement.

Section 4. [Intentionally Omitted].

Section 5. Petition for Voluntary Annexation; Service Plan.

UPON EXPIRATION, OR UPON BREACH, OR TERMINATION OF THIS AGREEMENT FOR ANY REASON, OR AT ANY POINT THEREAFTER, THEN IN ADDITION TO THE TOWN'S OTHER REMEDIES, SUCH ACT WILL CONSTITUTE A PETITION FOR VOLUNTARY ANNEXATION BY THE OWNER, PURSUANT TO SUBCH. C-3 OF CH. 43 OF THE TEX. LOC. GOV'T CODE AND THE PROPERTY WILL BE SUBJECT TO ANNEXATION AT THE DISCRETION OF THE TOWN COUNCIL. OWNER AGREES THAT SUCH ANNEXATION IS VOLUNTARILY MADE AND HEREBY CONSENTS TO ANNEXATION PURSUANT TO SEC. 212.172(8)(7) OF THE TEX. LOC. GOV'T CODE. OWNER HEREBY AGREES TO THE TOWN'S LIST AND SCHEDULE OF MUNICIPAL SERVICES SET FORTH IN EXHIBIT "B" BY SIGNING THIS AGREEMENT AND OWNER AGREES THAT THE AGREEMENT SERVES AS THE WRITTEN AGREEMENT REGARDING SERVICES, PURSUANT TO SEC. 43.0672 OF THE TEX. LOC. GOV'T CODE. IN THE EVENT THAT THE WRITTEN AGREEMENT REGARDING SERVICES ARE NO LONGER REQUIRED BY CH. 43 ON THE DATE OF ANNEXATION, THEN THE MUNICIPAL SERVICES TO BE PROVIDED TO THE PROPERTY WILL BE IN ACCORDANCE WITH EXISTING TOWN POLICY ON THE DATE OF ANNEXATION, AND AS AMENDED THEREAFTER. NO SUBSEQUENT CHANGE IN THE LAW REGARDING ANNEXATION SHALL AFFECT THE ENFORCEABILITY OF THIS WRITTEN AGREEMENT OR OF THE TOWN'S ABILITY TO ANNEX THE PROPERTY, PURSUANT TO THE TERMS OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Section 6. Notice of Sale. Any of the Owners who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give 30 days' written notice of this Agreement to the prospective purchaser or grantee.

Section 7. Recording. This Agreement is to run with the Property and be recorded in the real property records, Denton County, Texas.

Section 8. Severability. Invalidation of any provision of this Agreement by judgment, court order, legislation, or otherwise shall not invalidate any of the remaining provisions which shall remain in full force and effect.

Section 9. Remedies. This Agreement may be enforced by either Owners or the Town by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Entry into this Agreement by Owners waives no rights as to matters not addressed in this Agreement.

Section 10. Change in Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the Town's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue. Venue for this Agreement shall be in Denton County, Texas.

Section 12. Execution in Multiple Copies. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 13. Effective Date; Term and Extension. The Effective Date of the Agreement shall be the date the Agreement is executed by the Town. This Agreement shall expire, triggering the voluntary annexation described in Section 5, on June 30, 2024 ("Term") unless otherwise terminated pursuant to the provisions of this Agreement. The Term may be extended upon mutual agreement of the Parties. Owners and the Town agree that this Agreement is binding upon both the Town and Owners, and Owners' heirs, successors, and assigns for the term of the Agreement. Owners, and all of Owner's heirs, successors, and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the Town may commence the voluntary annexation of the Property. Owner agrees that such annexation shall be voluntary and consents to the annexation pursuant to Sec. 212.172(b)(7) of Tex. Loc. Gov't Code.

Section 14. Survival of Covenants. The covenants contained within this agreement shall survive termination of this Agreement, together with any other provisions, as may be necessary for the implementation of those sections.

Section 15. **OWNERS REPRESENT AND ACKNOWLEDGE THAT EACH AND EVERY OWNER OF THE PROPERTY HAS SIGNED THIS AGREEMENT, AND OWNERS COVENANT AND AGREE, JOINTLY AND SEVERALLY, TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE TOWN AGAINST ANY AND ALL LEGAL CLAIMS, BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THE AGREEMENT, ARISING IN ANY WAY FROM THE TOWN'S RELIANCE ON THIS AGREEMENT.**

Entered into this _____ day of _____, 20____

OWNERS

THE STATE OF TEXAS }

COUNTY OF DENTON }

This instrument was acknowledged before me on _____ day of _____,

20____.

Notary Public, State of Texas

THE TOWN OF HICKORY CREEK, TEXAS

By: _____
Its Town Administrator

THE STATE OF TEXAS }

COUNTY OF DENTON }

This instrument was acknowledged before me on _____ day of _____,
20____.

Notary Public, State of Texas

After recording return to:

EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT B – SERVICES AGREEMENT

Exhibit A

Property Description:

Lot 2 A, Block A, Lewisville Waters Edge Addition, an addition to the Town of Hickory Creek, Texas:

State of Texas)(

County of Dallas)(

Whereas we, CADG, are the owners of all of that certain tract or parcel of land situated in the O.M. French survey, Abstract Number 422 and the J. Ramsey survey, Abstract Number 1075, in Denton county, Texas, and being all of Lot 2, block A of the Lewisville Waters Edge Addition, an addition to the Town of Hickory Creek, as recorded in Document Number 130051 of the Plat Records of Denton county Texas, and being more particularly described as follows:

BEGINNING at a point for corner in the north line of Lake Drive and the west line, at the inner-ell of a tract of land conveyed to the United States of America Corps of Engineers (USA tract), as described by deed recorded in Volume 411, Page 194 of the Deed Records of Denton county, Texas, said point also being the southeast corner of said Lot 2, Block A;

THENCE South 85 degrees 33 minutes 21 seconds West, along said north right-of-way line of Lake Drive, and the south line of said Lot 2, block A, a distance of 485.43 feet to a point for corner in the east right-of-way line of Hook Street;

THENCE North 00 degrees 34 minutes 42 seconds East, along said right-of-way of Hook Street and along the west line of said Lot 2, block A, a distance of 744.68 feet to a point for corner in the north line of Lot 2, Block A and the south line of Lot 1 Block A of the said Lewisville Waters Edge Addition:

THENCE South 89 degrees 59 minutes 24 seconds, along said common line of Lot 2, Block A and Lot 1, Block A, a distance of 206.96 feet to a point for corner in the said west line of the USA tract and the east line of Lot 2, block A;

THENCE Along the common of said USA tract and Lot2, Block A the following courses:

South 01 degrees 26 minutes 43 seconds and distance of 199.22 feet to a point for corner,

South 84 degrees 53 minutes 55 seconds a distance of 181.00 feet to a point for corner,

South 00 degrees 47 minutes 05 seconds West a distance of 323.40 feet to a point for corner;

THENCE South 30 degrees 59 minutes 25 seconds East a distance of 207.20 feet to the point of

BEGINNING, containing 5.191 Acres or 226,120 square feet more or less

EXHIBIT B - SERVICES

1. Fire & Emergency Medical Services: The Town contracts through an interlocal agreement for fire protection with the Lake Cities Fire Department. The Department will provide emergency and fire prevention services to the Property. These services include:
 - a. Fire suppression and rescue;
 - b. Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - c. Hazardous materials response and mitigation;
 - d. Emergency prevention and public education efforts;
 - e. Technical rescue response; and
 - f. Construction Plan Review and required inspections.

Fire protection from the Lake Cities Fire Department shall be provided to the Property at a level consistent with current methods and procedures presently provided to similar areas of the Town on the effective date of the ordinance.

2. Police: The Town's Police Department will provide protection and law enforcement services. Police protection shall be provided to the Property at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the ordinance. These services include:
 - a. Normal patrol and responses;
 - b. Handling of complains and incident reports;
 - c. Special units, such as traffic enforcement and investigations; and
 - d. Coordination with other public safety support agencies.

Police protection will be provided at a level consistent with other similarly situated areas within the town limits.

3. Planning, Zoning, and Building: The Town's Planning and Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
4. Publicly Owned Parks, Facilities, and Buildings:
 - a. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service

facilities, libraries, swimming pools, etc.), and buildings throughout the Town. Fees for such usage shall be in accordance with current fees established by ordinance. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the Town will provide for maintenance and operation of the same upon acceptance of legal title thereto by the Town and appropriations therefor.

- b. In the event the Town acquires any other parks, facilities, or buildings necessary for Town services within the Property, the appropriate Town department will provide maintenance and operations of the same.
- c. Any publicly owned facility, building, or service located within the Property, and not otherwise owned or maintained by another governmental entity, shall be maintained by the Town on the effective date of the annexation ordinance.

5. Streets:

- a. The Town will maintain the public streets and streetlights over which the Town has jurisdiction. The Town will provide regulatory signage services in accordance with the Town policies and procedures and applicable laws.
- b. Emergency street maintenance shall be provided within the Property on the effective date of the applicable ordinance of acceptance.
- c. Routine maintenance will be provided within the Property and will be scheduled as part of the Town's annual program and in accordance with the current policies and procedures defined by the ordinance and/or as established by the Town Council.
- d. Any street construction or reconstruction will be considered within the Property on a Town-wide basis and within the context of the Town's CIP and/or yearly fiscal budgetary allotments by the Town Council.

6. Solid Waste, Water, and Wastewater:

- a. Solid Waste Services: The Town will provide solid waste collection services in accordance with existing Town ordinances and policies, except where prohibited by law.
- b. Solid Waste: Solid Waste and Recycling Collection Services will be provided to the Property immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the Town. Private solid waste collection service providers operating in the Property immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code.

c. Wastewater Facilities:

- i. Publicly provided wastewater service is within service areas of Lake Cities Municipal Utility Authority. LCMUA currently serves the area with wastewater services.
- ii. Operation and maintenance of wastewater facilities in the Property that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the Property will be the responsibility of the owner.

d. Water Facilities:

- i. Operation and maintenance of water facilities in the Property that are within the service area of another water utility will be responsibility of that utility.
- ii. Existing developments, business or homes that are on individual water wells or private water systems will be allowed to continue to remain on these systems until a request for water service is made to LCMUA. These requests for service will be handled in accordance with the applicable utility service line extension and connection policies currently in place at the time the request for service is received.

7. Code Compliance: The Town's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.
8. Other Services: Other services that may be provided by the Town, such as municipal and general administration will be made available on the effective date of the annexation. The Town shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the Town with similar topography, land use, and population density similar to those reasonably contemplated or projected in the Property. Owner understands and acknowledges that the Town departments listed above may change names or be re-organized by the Town Manager. Any reference to a specific department also includes any subsequent Town department that will provide the same or similar services.
9. Uniform Level of Service Not Required: Nothing in this Service Plan shall require the Town to provide a uniform level of full municipal services to each area of the Town, including the Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service in the sole discretion of the Town.



AGENDA INFORMATION SHEET

MEETING DATE: May 12, 2021

AGENDA ITEM: Consider and act on appointments to the Code of Ethics Board.

SUMMARY: Councilmember Randy Gibbons would like to appoint Jack Gwynne.
Councilmember Chris Gordon would like to reappoint James Schultz.
Councilmember Ian Theodore would like to appoint Lee Kessee.
Mayor Pro Tem Paul Kenney would like to appoint Chance Allison.