



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, AUGUST 02, 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.

Consent Agenda

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

- [1.](#) June 2021 Council Meeting Minutes
- [2.](#) June 2021 Financial Statements
- [3.](#) Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and Denton County, a political subdivision of the State of Texas for ad valorem tax collection.

- [4.](#) Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and Denton County, a political subdivision of the State of Texas for Hickory Creek Public Improvement District No. 1 assessment collection.
- [5.](#) Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and Denton County, a political subdivision of the State of Texas for Hickory Creek Public Improvement District No. 2 assessment collection.
- [6.](#) Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and Denton County, a political subdivision of the State of Texas for Hickory Farms Public Improvement District assessment collection.
- [7.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. concerning C.O. Project - Phase II.
- [8.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas ("TOWN") authorizing the Town to participate as part of a coalition of cities in proceedings to be held by the Railroad Commission of Texas related to implementation of House Bill 1520; authorizing the hiring of attorneys and consultants; directing the activities of lawyers and consultants regarding the Railroad Commission's HB 1520 proceedings; requiring reimbursement of reasonable legal and consultant expense to the extent allowed by the law; finding that the meeting complies the open meetings act; and making other findings and provisions related to the subject.
- [9.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek and Wayne Eichel concerning an independent contractor to conduct background investigations on police department applicants.
- [10.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and Larry Finney concerning building plan reviews and the corresponding charges.
- [11.](#) Consider and act on a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and MiTech Services, L.L.C. concerning information technology services.
- [12.](#) Consider and act on acceptance of rates from BlueCross BlueShield of Texas for town employee life, ad&d, short term disability and long term disability coverage for Fiscal Year 2021-2022.
- [13.](#) Consider and act on acceptance of rates from Dental Select for town employee dental coverage for Fiscal Year 2021-2022.

- [14.](#) Consider and act on the acceptance of rates from TML Health Benefits Pool for town employee medical and vision coverage for Fiscal Year 2021-2022.
- [15.](#) Consider and act on allocating an additional \$3,940.00 for outdoor fitness equipment for Point Vista Park approved on June 28, 2021.

Regular Agenda

- [16.](#) Consider and act on a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and MDM, Inc. concerning use of the town's public property to access Lake Lewisville.
- [17.](#) Consider and act on a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and CD Computers DBA Lewisville Charter Boats concerning use of the town's public property to access Lake Lewisville.
- [18.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, to accept a petition for voluntary annexation of a 18.786 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, 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.
- [19.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, setting a date, time and place for a public hearing of the voluntary annexation of a 18.786 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, Denton County, Texas and being a part of that tract of land conveyed to CTMGT Turbeville, LLC. by Special Warranty Deed, as recorded in Instrument No. 2011-121574, official public records, Denton County, Texas.
- [20.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, accepting for filing a landowner petition requesting the creation of a public improvement district; calling a public hearing to consider the creation of a public improvement district.
- [21.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, proposing a tax rate which represents the No-New-Revenue tax rate for 2021; setting a date, time and place to adopt the 2021 tax rate.
- [22.](#) Discussion regarding the 2020-2021 Fiscal Year Budget.
- [23.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas setting a date, time and place for a public hearing on the 2021-2022 Fiscal Year Proposed Budget; setting a date, time and place to adopt the budget.
24. Discussion regarding formation of a board to focus on arts and cultural events.

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.

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.

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

Reconvene into Open Session

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

Future Agenda Items

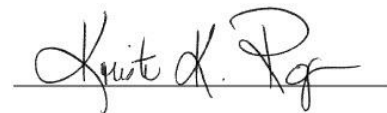
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on July 30, 2021 at 10:00 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

**JOINT WORKSHOP SESSION OF
THE TOWN COUNCIL WITH CORINTH CITY COUNCIL,
LAKE DALLAS CITY COUNCIL AND SHADY SHORES TOWN COUNCIL
CITY OF CORINTH PUBLIC SAFETY BUILDING
3501 FM 2181, CORINTH, TEXAS 76210
WEDNESDAY, JUNE 9, 2021**

MINUTES

Call to Order

Mayor Clark called the meeting to order for the Town of Hickory Creek at 6:03 p.m.

The following members were present:

Mayor Lynn Clark

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Chris Gordon

Mayor Pro Tem Paul Kenney joined remotely at 6:05 p.m.

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Invocation

Jon Eaton, MarketPlace Chaplains, gave the invocation.

Pledge of Allegiance & Texas Pledge

Mayor Heidemann led the Pledge of Allegiance & Texas Pledge

Workshop Agenda

1. Introduce and receive a report from the Broadband Task Force.

Town of Hickory Creek Councilmember Ian Theodore provided an overview regarding the Broadband Task Force. Discussion followed.

2. Receive a staff report on current broadband efforts.

- a. Mighty River

- b. MarketPlace.city

John Smith, Hickory Creek Town Administrator provided an overview regarding Mighty River.

Bob Hart, Corinth City Manager, provided an overview regarding MarketPlace.city.

3. Receive and discuss a report on the Digital Ready Community effort.

Wendy Withers, Shady Shores Town Administrator, provided an overview regarding the Digital Ready Community effort.

4. Receive and discuss a report on Emergency Planning efforts.

Chad Thiessen, Assistant Fire Chief, provided an overview regarding Emergency Planning efforts. Discussion followed.

5. Receive and discuss DDACTS policing model that focuses on quality of life issues.

Mike Wilson, Interim Lake Dallas City Manager and Commander Dan Howard, DDACTS Project Manager, provided an overview regarding the Data-Driven Approach to Crime and Traffic Safety (DDACTS) policing model. Discussion followed.

Business Agenda

6. Discuss and consider adoption of the Broadband Strategic Plan.

Motion made by Councilmember Gordon to adopt the Broadband Strategic Plan, Seconded by Councilmember DuPree.

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

Citizens Comments

Evan Huff, Lake Dallas, Texas, stated he has lived in the community since 2015. He serves on the LCMUA Board of Directors and the Lake Dallas Community Development Corporation. He recently started a company that will provide broadband to business and residents in the Lake Cities.

Commissioner Comments, Council Comments & Future Agenda Items

Bobbie Mitchell, Commissioner Precinct 3, provided comment to the councils.

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

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

The meeting adjourned at 8:19 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, JUNE 28, 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. 2020 Business of the Year

Mayor Clark presented the 2020 Business of the Year award to Elm Fork Taphouse & Kitchen.

2. 2020 Citizen of the Year

Mayor Clark presented the 2020 Citizen of the Year award to Melissa Shipe.

3. Dustin Mullen

Mayor Clark presented a plaque of appreciation to Dustin Mullen for completion of his Eagle Scout project.

4. Kyle Simmons

Mayor Clark presented a plaque of appreciation to Kyle Simmons for completion of his Eagle Scout project.

Town of Hickory Creek

June 28, 2021

Page 2

5. Carey Dunn

Mayor Clark presented an award to Chief Carey Dunn congratulating him for receiving a Master of Science in Criminal Justice & Criminology degree from Texas Christian University on May 8, 2021.

6. Mike Miller

Mayor Clark presented an award to Sergeant Mike Miller congratulating him for receiving a Master of Science in Criminal Justice & Criminology degree from Texas Christian University on May 8, 2021.

Items of Community Interest

Lake Cities 4th of July Celebration will be held on Saturday, July 3, 2021. The parade will begin at 9:00 a.m. Family friendly activities and entertainment begin at 4:00 p.m. followed by fireworks at 9:00 p.m.

Public Comment

Ron Furtick, 1500 Turbeville Road, stated it has been his desire for several decades to work with town leaders to develop a downtown area where people can work, shop and play. Mr. Furtick believes the council is moving forward with a downtown area without talking to him, the primary stakeholder and landowner. He was taught if you do not have a seat at the table it is because you are on the menu. He is sick and tired of being on the menu. He has endured harassment from the town for several decades. He has been very clear with the town regarding his strategy, and if the council does not want to work with him to create a downtown area then please leave him alone. Perhaps a future council will see the wisdom in providing economic development to citizens. If the town decides to embark on another episode of harassment, he will respond with a counter suit for economic losses he has suffered due to harassment.

Consent Agenda

7. May 2021 Council Meeting Minutes
8. May 2021 Financial Statements
9. Resolution designating Elm Fork Taphouse & Kitchen as the 2020 Business of the Year.
10. Resolution designating Melissa Shipe as the 2020 Citizen of the Year.
11. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, for the appointment of one member to the board of managers of the Denco Area 9-1-1 District.

Motion made by Councilmember Gordon to approve consent agenda items 7-11 as presented, Seconded by Councilmember DuPree.

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

Regular Agenda

12. Consider and act on a final plat of Lots 13R and 15R, Block C, Harbor Grove Estates being a replat of Lots 13, 14 and 15, Block C, Harbor Grove Estates situated in the Town of Hickory Creek, Denton County, Texas. The properties are located at 312 Lone Tree Lane.

Motion made by Councilmember Theodore to approve the final plat of Lots 13R and 15R, Block C, Harbor Grove Estates, Seconded by Councilmember Gordon.

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

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 a development agreement by and between the Town of Hickory Creek, Texas and MarketSpace Capital, LLC.

David Wallace, representing MarketSpace Capital, LLC provided an overview of the proposed development agreement, annexation of the property, creating a public improvement and answered questions from the town council.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute a development agreement by and between the Town of Hickory Creek, Texas and MarketSpace Capital, LLC. to include Exhibit E, development standards, D.R. Horton standards, as provided by the town administrator, granting power of continuous negotiations to the town attorney, town administrator and the Mayor, Seconded by Mayor Pro Tem Kenney.

Motion made by Councilmember Gibbons to amend the original motion to require 20 foot setbacks on the exterior boundary, 100% masonry for exterior buildings, requiring a tree inventory, requiring a \$10,000.00 tree mitigation payment, requiring \$850.00 per unit proportionality payment as building permits are pulled, meet the standards of the adopted engineering design manual and confirming to the September 1, 2021 public improvement district disclosure requirements, Seconded by Councilmember Theodore.

Voting Yea on the amended motion: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore.

Motion passed unanimously.

Voting Yea on the original motion: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore.

Motion passed unanimously.

14. Consider and act on bids submitted for BID# 2021-05, Automated Gated Secure Parking Area.

Motion made by Mayor Pro Tem Kenney to award BID# 2021-05, Automated Gated Secure Parking Area to Titan Fence and Supply Co. in an amount not to exceed \$73,441.00, Seconded by Councilmember Theodore.

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

15. Consider and act on allocating funds for outdoor fitness equipment for Point Vista Park.

Motion made by Councilmember Theodore to approve the allocation of funds for outdoor fitness equipment for Point Vista Park in an amount of \$33,777.00 Seconded by Councilmember DuPree.

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

16. Consider and act on allocating funds to award a scholarship for the Lake Cities Chamber Leadership Program.

No action taken.

17. Discussion regarding a Life, Arts and Culture committee.

Discussion was held regarding forming a Life, Arts and Culture committee. Membership of the committee would include people with music, art and theatre knowledge. The town council would like to include community in the name of the committee.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 8:04 p.m. to discuss the following matters.

Section 551.071

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

Section 551.072

Deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

18. Sycamore Bend Property DCAD Property ID 62195;62311;62329 and 155074

Section 551.074

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

19. Review of individual employees' performance

Reconvene into Open Session

The Town Council reconvened into open session at 9:34 p.m.

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

No action taken.

Future Agenda Items

The following items were requested: speed limit and traffic control device discussion; culture committee discussion; annual awards discussion and Lake Dallas Independent School District.

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 9:38 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

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

	Jun 30, 21
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,248.21
BOA - Drug Forfeiture	1,951.08
BOA - Drug Seizure	5,287.03
BOA - General Fund	168,685.34
BOA - Parks and Recreation	213,640.28
BOA - Payroll	402.41
BOA - Police State Training	5,184.17
Logic 2020 CO's	4,006,127.17
Logic Animal Shelter Facility	9,579.89
Logic Harbor Ln-Sycamore Bend	80,388.28
Logic Investment Fund	6,092,748.66
Logic Turbeville Road	94,891.73
Total Checking/Savings	10,698,134.25
Accounts Receivable	
Accounts Receivable	12,212.48
Municipal Court Payments	13,903.40
Total Accounts Receivable	26,115.88
Other Current Assets	
Undeposited Funds	2,919.65
Total Other Current Assets	2,919.65
Total Current Assets	10,727,169.78
TOTAL ASSETS	10,727,169.78
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
June 2021

	Jun 21
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	6,920.26
4004 M&O Penalties & Interest	268.95
4006 Delinquent M&O	26.47
4008 I&S Debt Service	4,241.58
4010 I&S Penalties & Interest	165.52
4012 Delinquent I&S	18.37
Total Ad Valorem Tax Revenue	11,641.15
Building Department Revenue	
4102 Building Permits	9,902.60
4104 Certificate of Occupancy	500.00
4106 Contractor Registration	450.00
4122 Septic Permits	425.00
4124 Sign Permits	10.00
4128 Variance Fee	500.00
Total Building Department Revenue	11,787.60
Franchise Fee Revenue	
4212 Republic Services	9,009.00
Total Franchise Fee Revenue	9,009.00
Interest Revenue	
4302 Animal Shelter Interest	1.28
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.22
4314 Logic Investment Interest	494.60
4322 Logic Turbeville Road	4.59
4326 PD State Training Interest	0.21
4328 Logic Harbor/Sycamore Bend	3.89
Total Interest Revenue	504.87
Interlocal Revenue	
4402 Corp Contract Current Year	12,212.48
Total Interlocal Revenue	12,212.48
Miscellaneous Revenue	
4502 Animal Adoption & Impound	990.00
4506 Animal Shelter Donations	440.00
4508 Annual Park Passes	6,939.89
4510 Arrowhead Park Fees	23,052.00
4526 Mineral Rights	189.83
4530 Other Receivables	32,836.04
4536 Point Vista Park Fees	4,298.00
4550 Sycamore Bend Fees	9,920.50
Total Miscellaneous Revenue	78,666.26
Municipal Court Revenue	
4602 Building Security Fund	1,445.10
4604 Citations	44,228.86
4606 Court Technology Fund	1,230.71
4608 Jury Fund	27.48
4610 Truancy Fund	1,373.40
4612 State Court Costs	23,811.13
4614 Child Safety Fee	75.00
Total Municipal Court Revenue	72,191.68
Sales Tax Revenue	
4702 Sales Tax General Fund	122,165.49
4706 Sales Tax 4B Corporation	40,721.83

Town of Hickory Creek
Profit & Loss
June 2021

	Jun 21
4708 Sales Tax Mixed Beverage	3,291.67
Total Sales Tax Revenue	166,178.99
Total Income	362,192.03
Gross Profit	362,192.03
Expense	
Capital Outlay	
5010 Street Maintenance	480.10
5012 Streets & Road Improvement	152,187.33
5026 Fleet Purchase/Replacement	1,333.23
Total Capital Outlay	154,000.66
General Government	
5206 Computer Hardware/Software	282.03
5208 Copier Rental	324.75
5210 Dues & Memberships	325.00
5212 EDC Tax Payment	40,721.83
5216 Volunteer/Staff Events	3,604.87
5222 Office Supplies & Equip.	212.93
5224 Postage	574.64
5226 Community Cause	195.13
5228 Town Council/Board Expense	461.57
5232 Travel Expense	371.38
Total General Government	47,074.13
Municipal Court	
5312 Court Technology	3,591.00
5318 Merchant Fees/Credit Cards	-192.02
5322 Office Supplies/Equipment	9.46
5326 Training & Education	50.00
5332 Warrants Collected	1,006.19
Total Municipal Court	4,464.63
Parks and Recreation	
5408 Tanglewood Park	175.92
5412 KHCB	241.25
Total Parks and Recreation	417.17
Parks Corps of Engineer	
5432 Arrowhead	969.05
5434 Harbor Grove	466.38
5436 Point Vista	352.73
5438 Sycamore Bend	499.13
Total Parks Corps of Engineer	2,287.29
Personnel	
5502 Administration Wages	25,046.32
5504 Municipal Court Wages	9,089.34
5506 Police Wages	66,399.57
5507 Police Overtime Wages	285.72
5508 Public Works Wages	14,638.40
5509 Public Works Overtime Wage	222.18
5510 Health Insurance	19,658.08
5514 Payroll Expense	1,724.36
5516 Employment Exams	428.00
5518 Retirement (TMRS)	16,633.12
Total Personnel	154,125.09
Police Department	
5602 Auto Gas & Oil	2,686.82
5606 Auto Maintenance & Repair	270.99

Town of Hickory Creek
Profit & Loss
June 2021

	Jun 21
5612 Computer Hardware/Software	417.70
5614 Crime Lab Analysis	147.71
5618 Dues & Memberships	270.00
5626 Office Supplies/Equipment	223.26
5630 Personnel Equipment	373.18
5634 Travel Expense	303.52
5636 Uniforms	910.77
5640 Training & Education	662.25
5648 K9 Unit	225.10
Total Police Department	6,491.30
Public Works Department	
5704 Animal Control Equipment	27.00
5708 Animal Control Vet Fees	1,749.33
5710 Auto Gas & Oil	1,422.72
5714 Auto Maintenance/Repair	151.83
5724 Equipment Maintenance	415.04
5728 Equipment Supplies	528.77
5732 Office Supplies/Equipment	116.18
5734 Communications	306.25
5742 Uniforms	134.56
5748 Landscaping Services	6,965.64
Total Public Works Department	11,817.32
Services	
5802 Appraisal District	3,074.59
5804 Attorney Fees	10,081.42
5818 Inspections	8,533.00
5820 Fire Service	153,408.25
5822 Legal Notices/Advertising	195.70
5824 Library Services	91.80
5826 Municipal Judge	1,020.00
5828 Printing	276.83
5832 Computer Technical Support	5.00
Total Services	176,686.59
Special Events	
6004 Fourth of July Celebration	1,395.34
Total Special Events	1,395.34
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	7,811.30
5904 Electric	1,874.32
5906 Gas	71.96
5908 Street Lighting	3,265.29
5910 Telephone	4,683.86
5912 Water	668.41
Total Utilities & Maintenance	18,375.14
Total Expense	577,134.66
Net Ordinary Income	-214,942.63
Net Income	-214,942.63

10:52 AM

07/21/21

Accrual Basis

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%

October 2020 through June 2021

	Oct '20 - Jun 21	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,284,483.88	1,312,360.00	97.9%
4004 M&O Penalties & Interest	2,590.73	2,500.00	103.6%
4006 Delinquent M&O	-5,572.54	1,000.00	-557.3%
4008 I&S Debt Service	787,119.29	804,368.00	97.9%
4010 I&S Penalties & Interest	1,350.98	1,000.00	135.1%
4012 Delinquent I&S	-3,931.64	500.00	-786.3%
Total Ad Valorem Tax Revenue	2,066,040.70	2,121,728.00	97.4%
Building Department Revenue			
4102 Building Permits	1,116,154.70	1,050,000.00	106.3%
4104 Certificate of Occupancy	24,575.00	23,000.00	106.8%
4106 Contractor Registration	7,475.00	6,000.00	124.6%
4108 Preliminary/Final Plat	4,250.00	4,250.00	100.0%
4110 Prelim/Final Site Plan	1,200.00	1,200.00	100.0%
4112 Health Inspections	9,660.00	10,000.00	96.6%
4122 Septic Permits	3,400.00	3,000.00	113.3%
4124 Sign Permits	785.00	1,600.00	49.1%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	4,000.00	2,000.00	200.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	525.00	650.00	80.8%
Total Building Department Revenue	1,172,024.70	1,101,975.00	106.4%
Franchise Fee Revenue			
4202 Atmos Energy	42,494.30	42,495.00	100.0%
4204 Charter Communications	30,766.52	39,000.00	78.9%
4206 CenturyLink	1,392.00	1,500.00	92.8%
4208 CoServ	3,560.68	4,200.00	84.8%
4210 Oncor Electric	141,370.64	141,371.00	100.0%
4212 Republic Services	39,043.15	47,000.00	83.1%
Total Franchise Fee Revenue	258,627.29	275,566.00	93.9%
Interest Revenue			
4302 Animal Shelter Interest	15.56	12.00	129.7%
4308 Drug Forfeiture Interest	0.71	1.00	71.0%
4310 Drug Seizure Interest	1.59	1.00	159.0%
4314 Logic Investment Interest	7,094.97	7,500.00	94.6%
4320 Logic Street/Road Improv.	17.99	50.00	36.0%
4322 Logic Turbeville Road	112.05	150.00	74.7%
4326 PD State Training Interest	1.93	2.00	96.5%
4328 Logic Harbor/Sycamore Bend	51.06	50.00	102.1%
Total Interest Revenue	7,295.86	7,766.00	93.9%
Interlocal Revenue			
4402 Corp Contract Current Year	12,212.48	47,293.00	25.8%
Total Interlocal Revenue	12,212.48	47,293.00	25.8%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	9,602.45	8,600.00	111.7%
4506 Animal Shelter Donations	1,906.13	1,500.00	127.1%
4508 Annual Park Passes	23,820.19	20,000.00	119.1%
4510 Arrowhead Park Fees	43,463.00	22,000.00	197.6%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	44,500.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	3,904.00	3,904.00	100.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	75,600.00	0.0%
4526 Mineral Rights	652.87	0.00	100.0%
4530 Other Receivables	289,861.78	250,000.00	115.9%
4534 PD State Training	1,184.79	1,185.00	100.0%
4536 Point Vista Park Fees	9,967.75	6,500.00	153.4%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	32,642.50	15,000.00	217.6%
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	8,750.00	140.0%
4560 2020 CO Proceeds	0.00	197,405.00	0.0%
Total Miscellaneous Revenue	429,285.46	705,872.00	60.8%
Municipal Court Revenue			
4602 Building Security Fund	12,914.57	9,270.00	139.3%
4604 Citations	399,761.00	450,000.00	88.8%
4606 Court Technology Fund	10,732.39	12,115.00	88.6%
4608 Jury Fund	242.73	150.00	161.8%
4610 Truancy Fund	12,140.67	5,000.00	242.8%
4612 State Court Costs	241,717.00	208,000.00	116.2%
4614 Child Safety Fee	800.00	750.00	106.7%
Total Municipal Court Revenue	678,308.36	685,285.00	99.0%
Sales Tax Revenue			

10:52 AM

07/21/21

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 74.97%

October 2020 through June 2021

	Oct '20 - Jun 21	Budget	% of Budget
4702 Sales Tax General Fund	1,119,543.55	1,237,500.00	90.5%
4706 Sales Tax 4B Corporation	373,181.20	412,500.00	90.5%
4708 Sales Tax Mixed Beverage	21,175.80	16,000.00	132.3%
Total Sales Tax Revenue	1,513,900.55	1,666,000.00	90.9%
Total Income	6,137,695.40	6,611,485.00	92.8%
Gross Profit	6,137,695.40	6,611,485.00	92.8%
Expense			
Capital Outlay			
5010 Street Maintenance	13,817.45	25,000.00	55.3%
5012 Streets & Road Improvement	186,977.17	650,000.00	28.8%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	1,884.05	2,000.00	94.2%
5026 Fleet Purchase/Replacement	15,056.52	52,000.00	29.0%
5030 Sycamore Bend Construction	229,405.00	197,405.00	116.2%
Total Capital Outlay	447,140.19	926,405.00	48.3%
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	15,509.76	108,000.00	14.4%
5208 Copier Rental	2,686.03	2,500.00	107.4%
5210 Dues & Memberships	2,654.81	2,500.00	106.2%
5212 EDC Tax Payment	373,181.20	412,500.00	90.5%
5214 Election Expenses	1,033.47	12,500.00	8.3%
5216 Volunteer/Staff Events	8,504.74	10,500.00	81.0%
5218 General Communications	11,731.16	16,000.00	73.3%
5222 Office Supplies & Equip.	2,679.06	2,500.00	107.2%
5224 Postage	5,870.40	5,800.00	101.2%
5226 Community Cause	1,093.70	3,000.00	36.5%
5228 Town Council/Board Expense	1,124.05	5,500.00	20.4%
5230 Training & Education	670.00	1,500.00	44.7%
5232 Travel Expense	371.38	1,500.00	24.8%
5234 Staff Uniforms	975.92	1,000.00	97.6%
Total General Government	428,100.68	585,650.00	73.1%
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	15,025.45	12,115.00	124.0%
5314 Dues & Memberships	0.00	200.00	0.0%
5318 Merchant Fees/Credit Cards	-1,094.95	0.00	100.0%
5322 Office Supplies/Equipment	1,027.37	1,200.00	85.6%
5324 State Court Costs	235,691.48	245,000.00	96.2%
5326 Training & Education	405.00	500.00	81.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-4,465.75	0.00	100.0%
Total Municipal Court	250,242.00	268,860.00	93.1%
Parks and Recreation			
5402 Events	0.00	1,000.00	0.0%
5408 Tanglewood Park	3,446.04	6,000.00	57.4%
5412 KHCB	516.25	500.00	103.3%
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	3,962.29	9,000.00	44.0%
Parks Corps of Engineer			
5432 Arrowhead	6,640.79	60,000.00	11.1%
5434 Harbor Grove	1,114.94	15,000.00	7.4%
5436 Point Vista	6,548.96	5,000.00	131.0%
5438 Sycamore Bend	23,752.98	28,000.00	84.8%
Total Parks Corps of Engineer	38,057.67	108,000.00	35.2%
Personnel			
5502 Administration Wages	249,544.26	321,455.00	77.6%
5504 Municipal Court Wages	90,401.07	116,755.00	77.4%
5506 Police Wages	584,710.16	815,035.00	71.7%
5507 Police Overtime Wages	4,921.89	8,000.00	61.5%
5508 Public Works Wages	150,633.57	198,480.00	75.9%
5509 Public Works Overtime Wage	890.41	1,600.00	55.7%
5510 Health Insurance	172,173.57	227,370.00	75.7%
5512 Longevity	11,796.00	11,796.00	100.0%
5514 Payroll Expense	19,520.00	22,000.00	88.7%
5516 Employment Exams	1,013.80	2,500.00	40.6%
5518 Retirement (TMRS)	142,622.28	192,195.00	74.2%

10:52 AM

07/21/21

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 74.97%

October 2020 through June 2021

	Oct '20 - Jun 21	Budget	% of Budget
5520 Unemployment (TWC)	3,502.88	3,600.00	97.3%
5522 Workman's Compensation	25,720.00	25,720.00	100.0%
Total Personnel	1,457,449.89	1,946,506.00	74.9%
Police Department			
5602 Auto Gas & Oil	19,236.39	20,000.00	96.2%
5606 Auto Maintenance & Repair	15,502.20	25,000.00	62.0%
5610 Books & Subscriptions	330.00	500.00	66.0%
5612 Computer Hardware/Software	30,408.46	45,000.00	67.6%
5614 Crime Lab Analysis	2,587.50	3,000.00	86.3%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	300.00	500.00	60.0%
5626 Office Supplies/Equipment	1,815.06	1,800.00	100.8%
5630 Personnel Equipment	26,793.64	25,000.00	107.2%
5634 Travel Expense	1,696.83	3,000.00	56.6%
5636 Uniforms	5,527.19	6,000.00	92.1%
5640 Training & Education	4,101.95	7,500.00	54.7%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	418.27	100.00	418.3%
5648 K9 Unit	2,277.73	2,200.00	103.5%
Total Police Department	110,995.22	140,100.00	79.2%
Public Works Department			
5702 Animal Control Donation	0.00	1,500.00	0.0%
5704 Animal Control Equipment	138.42	600.00	23.1%
5706 Animal Control Supplies	615.70	1,000.00	61.6%
5708 Animal Control Vet Fees	4,855.31	7,500.00	64.7%
5710 Auto Gas & Oil	11,378.54	10,500.00	108.4%
5714 Auto Maintenance/Repair	17,419.04	20,000.00	87.1%
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	7,795.43	6,000.00	129.9%
5726 Equipment Rental	0.00	4,500.00	0.0%
5728 Equipment Supplies	5,042.43	6,500.00	77.6%
5732 Office Supplies/Equipment	453.93	500.00	90.8%
5734 Communications	3,050.86	3,800.00	80.3%
5738 Training	600.00	900.00	66.7%
5740 Travel Expense	0.00	100.00	0.0%
5742 Uniforms	1,258.80	2,600.00	48.4%
5748 Landscaping Services	34,162.81	140,000.00	24.4%
Total Public Works Department	100,884.35	307,350.00	32.8%
Services			
5802 Appraisal District	12,315.37	12,400.00	99.3%
5804 Attorney Fees	28,765.02	60,000.00	47.9%
5806 Audit	13,500.00	13,500.00	100.0%
5808 Codification	1,586.47	2,400.00	66.1%
5812 Document Management	0.00	600.00	0.0%
5814 Engineering	91,839.43	115,000.00	79.9%
5816 General Insurance	35,426.64	35,427.00	100.0%
5818 Inspections	150,864.00	135,000.00	111.8%
5820 Fire Service	613,633.00	615,000.00	99.8%
5822 Legal Notices/Advertising	2,019.60	2,500.00	80.8%
5824 Library Services	700.85	650.00	107.8%
5826 Municipal Judge	9,180.00	13,000.00	70.6%
5828 Printing	1,464.37	1,500.00	97.6%
5830 Tax Collection	2,488.00	3,000.00	82.9%
5832 Computer Technical Support	41,415.00	41,500.00	99.8%
5838 DCCAC	1,964.41	2,172.00	90.4%
5840 Denton County Dispatch	0.00	29,632.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	100.00	0.0%
Total Services	1,007,162.16	1,083,581.00	92.9%
Special Events			
6004 Fourth of July Celebration	6,395.34	7,000.00	91.4%
6008 Tree Lighting	2,356.24	6,000.00	39.3%
Total Special Events	8,751.58	13,000.00	67.3%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	45,368.33	65,000.00	69.8%
5904 Electric	20,131.15	20,000.00	100.7%
5906 Gas	1,619.36	1,500.00	108.0%
5908 Street Lighting	29,302.82	33,000.00	88.8%
5910 Telephone	28,763.93	28,000.00	102.7%
5912 Water	6,205.37	10,000.00	62.1%
Total Utilities & Maintenance	131,390.96	157,500.00	83.4%
Total Expense	4,130,281.60	6,611,485.00	62.5%
Net Ordinary Income	2,007,413.80	0.00	100.0%

10:52 AM

07/21/21

Accrual Basis

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%

October 2020 through June 2021

	Oct '20 - Jun 21	Budget	% of Budget
Net Income	2,007,413.80	0.00	100.0%

10:50 AM

07/21/21

Accrual Basis

Town of Hickory Creek

Expenditures over \$1,000.00

June 2021

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Check	06/15/2021	4108	Don Smith Concrete, LLC.	94,888.83
Check	06/15/2021	4109	Capko Concrete Structures, LLC.	57,298.50
Total 5012 Streets & Road Improvement				152,187.33
5026 Fleet Purchase/Replacement				
Check	06/21/2021	Debit	ENTERPRISE FM TR DESDIRECT PAY	1,333.23
Total 5026 Fleet Purchase/Replacement				1,333.23
Total Capital Outlay				153,520.56
General Government				
5212 EDC Tax Payment				
Check	06/10/2021	4106	Hickory Creek Economic Development	40,721.83
Total 5212 EDC Tax Payment				40,721.83
5216 Volunteer/Staff Events				
Check	06/10/2021	Debit	CHECKCARD 0608 CRISTINAS MEXICA	1,862.60
Total 5216 Volunteer/Staff Events				1,862.60
Total General Government				42,584.43
Municipal Court				
5312 Court Technology				
Bill	06/23/2021	Invoice...	MiTech Services	2,140.00
Total 5312 Court Technology				2,140.00
Total Municipal Court				2,140.00
Personnel				
5510 Health Insurance				
Check	06/01/2021	Debit	DearbornLife DESPayment	1,198.20
Check	06/16/2021	Debit	TML0111 DESCONS COLL	17,780.66
Total 5510 Health Insurance				18,978.86
5518 Retirement (TMRS)				
Check	06/01/2021	Debit	TMRS	16,628.12
Total 5518 Retirement (TMRS)				16,628.12
Total Personnel				35,606.98
Police Department				
5602 Auto Gas & Oil				
Check	06/29/2021	Debit	WEX INC DESFLEET DEBI	2,686.82
Total 5602 Auto Gas & Oil				2,686.82
Total Police Department				2,686.82
Public Works Department				
5710 Auto Gas & Oil				
Check	06/29/2021	Debit	WEX INC DESFLEET DEBI	1,422.72
Total 5710 Auto Gas & Oil				1,422.72
5748 Landscaping Services				
Bill	06/11/2021	Invoice...	D & D Commercial Landscape Management	6,965.64
Total 5748 Landscaping Services				6,965.64
Total Public Works Department				8,388.36
Services				
5802 Appraisal District				
Bill	06/11/2021	Invoice...	DCAD	3,074.59
Total 5802 Appraisal District				3,074.59
5804 Attorney Fees				
Check	06/25/2021	4117	Hayes, Berry, White & Vanzant	6,712.67
Check	06/25/2021	4117	Hayes, Berry, White & Vanzant	3,368.75
Total 5804 Attorney Fees				10,081.42
5818 Inspections				
Bill	06/23/2021	Invoice...	Vaughn Inspections Plus, LLC	3,028.00
Bill	06/23/2021	Invoice...	Vaughn Inspections Plus, LLC	5,505.00
Total 5818 Inspections				8,533.00
5820 Fire Service				
Check	06/09/2021	4104	City of Corinth	153,408.25
Total 5820 Fire Service				153,408.25
5826 Municipal Judge				

10:50 AM

07/21/21

Accrual Basis

Town of Hickory Creek

Expenditures over \$1,000.00

June 2021

Type	Date	Num	Name	Amount
Check	06/01/2021	Debit	Alfons Kyle Knapp	1,020.00
	Total 5826 Municipal Judge			1,020.00
	Total Services			176,117.26
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Bill	06/23/2021	Invoice...	Capital Mechanical Air Conditioning & Hea	5,053.58
	Total 5902 Bldg Maintenance/Supplies			5,053.58
5904 Electric				
Check	06/22/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	1,874.32
	Total 5904 Electric			1,874.32
5908 Street Lighting				
Check	06/22/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,107.77
	Total 5908 Street Lighting			3,107.77
5910 Telephone				
Check	06/01/2021	Debit	Level 3 Communic DESAUTO PAY	1,326.91
Check	06/30/2021	Debit	Level 3 Communic DESAUTO PAY	1,316.41
	Total 5910 Telephone			2,643.32
	Total Utilities & Maintenance			12,678.99
	Total Expense			433,723.40
	Net Ordinary Income			-433,723.40
	Net Income			-433,723.40



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 06/01/2021 - 06/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0588%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 6/30/21 WAS 1.000081.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,005,933.46
06/30/2021	MONTHLY POSTING	9999888	193.71	4,006,127.17
	ENDING BALANCE			4,006,127.17

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,005,933.46
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	193.71
ENDING BALANCE	4,006,127.17
AVERAGE BALANCE	4,005,933.46

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	1,806.74





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 06/01/2021 - 06/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0588%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 6/30/21 WAS 1.000081.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,579.40
06/30/2021	MONTHLY POSTING	9999888	0.49	9,579.89
	ENDING BALANCE			9,579.89

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,579.40
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	0.49
ENDING BALANCE	9,579.89
AVERAGE BALANCE	9,579.40

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	4.39





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 06/01/2021 - 06/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0588%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 6/30/21 WAS 1.000081.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			80,384.39
06/30/2021	MONTHLY POSTING	9999888	3.89	80,388.28
	ENDING BALANCE			80,388.28

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	80,384.39
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3.89
ENDING BALANCE	80,388.28
AVERAGE BALANCE	80,384.39

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	36.27





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 06/01/2021 - 06/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0588%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 6/30/21 WAS 1.000081.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			6,400,339.99
06/07/2021	TRANSFER TO 1668276013	6129100	32,892.22 -	6,367,447.77
06/10/2021	ACH WITHDRAWAL	6129175	200,000.00 -	6,167,447.77
06/24/2021	ACH WITHDRAWAL	6129570	75,000.00 -	6,092,447.77
06/30/2021	MONTHLY POSTING	9999888	300.89	6,092,748.66
	ENDING BALANCE			6,092,748.66

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	6,400,339.99
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	307,892.22
TOTAL INTEREST	300.89
ENDING BALANCE	6,092,748.66
AVERAGE BALANCE	6,216,526.21

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,222,665.66	707,421.71	2,808.81





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 06/01/2021 - 06/30/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0588%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 6/30/21 WAS 1.000081.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			94,887.14
06/30/2021	MONTHLY POSTING	9999888	4.59	94,891.73
	ENDING BALANCE			94,891.73

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	94,887.14
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	4.59
ENDING BALANCE	94,891.73
AVERAGE BALANCE	94,887.14

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	42.81



**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND DENTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, FOR AD VALOREM TAX COLLECTION 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 Interlocal Cooperation Agreement for Town of Hickory Creek tax collection under Chapter 791 of the V.T.C.A. Government Code, the Interlocal Cooperation Act, and V.T.C.A. Tax Code, Section 6.24 and 25.17, hereinafter the “Agreement”; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 2nd day of August, 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



THE STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX

ASSESSMENT AND COLLECTION BETWEEN

DENTON COUNTY, TEXAS AND CITY/TOWN OF
Hickory Creek, TEXAS

INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and Hickory Creek, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791 (the Interlocal Cooperation Act), and Section 6.24 of the Texas Tax Code; and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act.

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year beginning on the effective date and ending on, September 30, 2022. The initial term of the Agreement is for tax year 2021 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to

the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor/collector, shall serve as tax assessor/collector for **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily, monthly and annual collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Property Tax Code Chapter 31 from available current tax collections of **MUNICIPALITY**; and to meet the requirements of Section 26.04 and Chapter 42, Subchapter C and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations. If daily disbursal is to be delayed, **COUNTY** will notify **MUNICIPALITY** in the secured web entity folder the reason for the delay.

3. **COUNTY** further agrees that it will make for **MUNICIPALITY** the property tax rate calculations required by Property Code Section 26.04 (currently identified in the Section by the terms "no new revenue tax rate" and "voter-approval tax rate"), and will do so in accordance with all requirements therein. All such rate calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and at no additional cost to **MUNICIPALITY**. The information concerning the rate calculations described in this Article II.3 and publications will be provided to **MUNICIPALITY** in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Property Tax Code Chapter 26. **MUNICIPALITY** shall be responsible for all publications as required by Chapter 26. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **COUNTY** will perform the tax rate calculations described in this Article II.3. and provide the required publications to **MUNICIPALITY** in the same manner as performing the tax rate calculations pursuant to the annual appraisal district reports required to be Certified on July 25 of each tax year.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices as required by Chapter 26 of the Property Tax Code if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY** and Property Tax Code Chapter 26. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. **COUNTY** will update tax transparency databases, as required in Property Tax Code Sections 26.17(b),(5A,B),(7),(12),(13) and 26.17(e)(2) with applicable Truth In Taxation

worksheets and Notices. **MUNICIPALITY** is responsible for any other required information posted on a tax transparency database. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector as required by law and this agreement.

5. Should **MUNICIPALITY** vote to increase its tax rate above the statutory voter approval limit (also known as the "rollback" or the "voter approval" rate), the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the tax assessor/collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31st of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th of the tax year or as soon thereafter as practical. The **MUNICIPALITY** must adopt its tax year tax rate on or before September 30th of the applicable tax year, if that rate does not exceed the voter-approval tax rate. **MUNICIPALITY** must adopt a tax rate that exceeds the voter-approval tax rate not later than the deadline set forth in Property Tax Code Section 26.05(a) and Election Code 3.005 and 41.001. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than the applicable adoption deadline described herein. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by said applicable adoption deadline may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent

during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the rate charged during the preceding term will apply.

2. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

3. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent taxes.

5. For accounts that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent taxes not including February 33.11 notices.

6. In event of a tax rate change resulting from a rollback or tax approval election that takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY**, pursuant to Property Tax Code Section 26.07(f) or 26.075(j) will mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g) or 26.075(k) **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30th of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Sections 1 and 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the per parcel rate charged during the preceding term will apply.

In the event that a rollback or tax rate approval election as described in Section 6 of this Article VII takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in Section 1 of this Article VII, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts, as applicable, specified on the Direct Deposit Authorization executed between the **MUNICIPALITY** and **COUNTY**. Only in the event

of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected taxes until such time as payment is remitted

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the

governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

MUNICIPALITY:

Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

940-497-2528

XII.

MUNICIPALITY hereby designates Kristi Rogers to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any,

in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, 2nd day of August
2021.

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

MUNICIPALITY

City/Town: Town of Hickory Creek
Street address: 1075 Ronald Reagan Avenue
City, state, zip: Hickory Creek, Texas 75065
Email: kristi.rogers@hickorycreek-tx.gov
Phone: 940-497-2528

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: Lynn C. Clark
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Kristi Rogers
Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French

Tax Assessor/Collector

Attorney Denton County

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND DENTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, FOR HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 1 ASSESSMENT COLLECTION 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 Interlocal Cooperation Agreement for Hickory Creek Public Improvement District No. 1 assessment collection under Chapter 372 of the Texas Government Code, hereinafter the “Agreement”; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 2nd day of August, 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

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON
COUNTY, TEXAS AND
CITY/TOWN OF Hickory Creek Public Improvement District No. 1 PUBLIC
IMPROVEMENT DISTRICT PID8**

**INTERLOCAL COOPERATION AGREEMENT –
ASSESSMENTS COLLECTION**

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and Town of Hickory Creek, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

Hickory Creek Public Improvement District No. 1

PUBLIC IMPROVEMENT DISTRICT # PID8, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of

CITY/TOWN relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

NOW THEREFORE, COUNTY and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be

accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31st of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. **For assessments that become delinquent on February 1st of the tax year,** **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of

the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN's** governing body under Local Government Code Section 372.017 on or before September 10th, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

4. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

5. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

7. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of

a corrected assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30th of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

VIII.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

CITY/TOWN:

Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065
940-497-2528

XII.

CITY/TOWN hereby designates Kristi Rogers to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, 2nd day of August
20 21 .

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

CITY/TOWN

Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: Lynn C. Clark
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Kristi K. Rogers
Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French

Tax Assessor/Collector

Attorney Denton County

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND DENTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, FOR HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 2 ASSESSMENT COLLECTION 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 Interlocal Cooperation Agreement for Hickory Creek Public Improvement District No. 2 assessment collection under Chapter 372 of the Texas Government Code, hereinafter the “Agreement”; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 2nd day of August, 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

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON
COUNTY, TEXAS AND
CITY/TOWN OF Hickory Creek Public Improvement District No. 2 PUBLIC
IMPROVEMENT DISTRICT PID 9**

**INTERLOCAL COOPERATION AGREEMENT –
ASSESSMENTS COLLECTION**

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and Town of Hickory Creek, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

Hickory Creek Public Improvement District No. 2
PUBLIC IMPROVEMENT DISTRICT # PID9, hereinafter referred to as

DISTRICT, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of

CITY/TOWN relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

NOW THEREFORE, COUNTY and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be

accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31st of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. **For assessments that become delinquent on February 1st of the tax year,** **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of

the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN's** governing body under Local Government Code Section 372.017 on or before September 10th, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

4. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

5. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

7. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of

a corrected assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30th of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

VIII.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

CITY/TOWN:

Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065
940-497-2528

XII.

CITY/TOWN hereby designates Kristi Rogers to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, 2nd day of August
2021 .

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

CITY/TOWN

Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: Lynn C. Clark
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Kristi Rogers
Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French

Tax Assessor/Collector

Attorney Denton County

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND DENTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, FOR HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT ASSESSMENT COLLECTION 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 Interlocal Cooperation Agreement for Hickory Farms Public Improvement District assessment collection under Chapter 372 of the Texas Government Code, hereinafter the “Agreement”; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 2nd day of August, 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

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON
COUNTY, TEXAS AND
CITY/TOWN OF Hickory Farms Public Improvement District **PUBLIC**
IMPROVEMENT DISTRICT PID54**

**INTERLOCAL COOPERATION AGREEMENT –
ASSESSMENTS COLLECTION**

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and Town of Hickory Creek, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

Hickory Farms Public Improvement District
PUBLIC IMPROVEMENT DISTRICT # PID54, hereinafter referred to as

DISTRICT, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of

CITY/TOWN relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

NOW THEREFORE, COUNTY and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be

accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31st of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. **For assessments that become delinquent on February 1st of the tax year,** **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of

the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10th, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

4. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

5. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

7. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of

a corrected assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30th of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

VIII.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

CITY/TOWN:

Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065
940-497-2528

XII.

CITY/TOWN hereby designates Kristi Rogers to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, 2nd day of August
2021 .

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

CITY/TOWN

Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: Lynn C. Clark
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Kristi Rogers
Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French

Tax Assessor/Collector

Attorney Denton County

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

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

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

WHEREAS, the Town Council has been presented with a Work Order Authorization Agreement for professional engineering services for C.O. Project – Phase II (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 2nd day of August, 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
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

**C.O. Project – Phase II
FY 2021
Work Order Authorization No. 3
July 21, 2021**

Scope of Work:	<p>Halff Associates will assist the Town by producing bid documents for the construction of approximately 4,500 linear feet of new sidewalk/walking trail in three locations: Turbeville Road from Parkridge Drive to east of Saratoga Drive (approx. 1,000 linear feet), from Turbeville Road to the south side of the Lennon Creek development along the western boundary of the Olana property (approx. 1,500 linear feet), and along Point Vista Road from Stamford Drive to the entrance to Point Vista Park (approx. 2,000 linear feet).</p> <p>1. Project Manual A project manual will be prepared in the format prescribed by the Town. The latest edition of the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be used for the technical specifications and supplemented as necessary for any work special to the project. The project manual will include a requirement for consent of surety. The Project Manual will include the following:</p> <ul style="list-style-type: none">a. Advertisement and Notice to Biddersb. Instructions to Biddersc. Bid Bondd. Bid Proposale. Standard Form of Agreementf. Performance Bond and Payment Bondg. Maintenance Bondh. General Conditions of Agreementi. Special Conditions of Agreementj. Special Provisionsk. Plans Setl. Technical Specifications <p><u>Cost Estimates</u> - Halff will prepare an estimate of probable construction cost for the City.</p> <p>2. Bidding and Construction - Halff will prepare copies of the construction documents as needed for City and Contractors. Halff will prepare bid advertisement and solicit contractor attention for bidding on the project. Halff will provide the following items:</p>
-----------------------	--

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

	<ul style="list-style-type: none"> a. Bidding <ul style="list-style-type: none"> i. Prepare an agenda and conduct the pre-bid meeting. ii. Prepare bid addenda as required. iii. Tabulate Bids. iv. Contractor evaluation. v. Make a recommendation for the award of the contract. b. Construction Observation <ul style="list-style-type: none"> i. Prepare agenda and conduct the pre-construction meeting. Document meeting with written minutes. ii. Visit the project site at appropriate intervals as construction proceeds to observe and report on the progress and quality of the executed work. In performing these services, the Consultant will endeavor to protect the City against defects and deficiencies in the work of the Contractor. However, the Consultant cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of the construction operations or for the safety measures that the Contractor takes or should take. iii. Review shop drawings and submittals. iv. Review laboratory test reports on materials and equipment. v. Prepare and negotiate change orders between the Contractor and the City. vi. Attend final inspection and prepare a punch list report. vii. Assist as needed with other tasks needed during construction. c. Record Drawings <ul style="list-style-type: none"> i. Halff will prepare record drawings of the completed work. <p>3. Design Survey – Halff will conduct topographic survey of the area on the east side of Point Vista Road from the edge of roadway to the fence line of adjacent properties (property owned by the US Army Corps of Engineers).</p> <ul style="list-style-type: none"> a. Obtain complete and accurate topographic information of the area necessary to design a layout and grading plan for
--	---

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

	<p>the proposed sidewalk.</p> <ul style="list-style-type: none"> b. Tie existing features and improvements that will affect design and construction. These features will include telephone poles, power poles, and all other utilities located on or above ground surface, fences, retaining walls, water meters, manholes, vaults, structures, and other features that lie within the survey limits. c. Establish project horizontal and vertical survey control based on project-specific coordinates and benchmarks. The project survey control will be checked against existing survey control that is adjacent to the project area where available. d. Construct digital terrain model (DTM). <p>Scope Assumptions and Exclusions:</p> <ul style="list-style-type: none"> • Boundary survey will not be conducted. • Access to the property will be provided by the owner. • Crews will be allowed to clear brush (will not remove trees) enough to establish sight lines necessary to collect data. <p>4. Right-of-Way Document – Halff will prepare a Right-of-Way (ROW) document for the Town’s use in acquiring the property needed for the Olana segment of sidewalk.</p> <ul style="list-style-type: none"> a. Property Record Research (not a title search) – Pull deeds, easements, and other property information as necessary b. Survey field work – Conduct field survey sufficient to establish property boundaries c. Prepare ROW document – Prepare signed and sealed exhibit for use in acquiring ROW <p><u>Scope Exclusions:</u></p> <ul style="list-style-type: none"> 1. Design survey for Turbeville Road and Olana property segments (utilize existing survey, design, and NCTCOG data) 2. ROW Document for Turbeville Road segment. 3. Geotechnical engineering 4. Construction inspections
--	---

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

	5. USACE Coordination and permitting (Town to coordinate)
Deliverables:	Bid Documents
Items Furnished by Town:	Access to project locations for data collection.

Fees:	<u>Fee Summary</u>		
	Project Manual	<u>\$36,400.00</u>	LS
	Bidding and Construction	<u>\$6,300.00</u>	CPM
	Survey	<u>\$16,450.00</u>	CPM
	ROW Documents	<u>\$4,500.00</u>	LS
	Total Fee:	\$63,650.00	
	Items marked as “LS” are <u>Lump Sum</u> fees and will be billed monthly based on percent of the work completed. Items marked as “CPM” are Cost Plus with Maximum fees (hourly fee up to the maximum listed for that item) and will be billed monthly based on effort spent on the project. Direct costs (copies, mileage, etc.) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1 (1.0 for mileage).		

Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services**, dated March 12, 2012, between Halff Associates and the Town of Hickory Creek. Halff Associates will bill the above described services under AVO 35638.003.

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

Submitted:

HALFF ASSOCIATES, INC.

Approved:

TOWN OF HICKORY CREEK, TEXAS

By: David A. Burkett
Signature

David A. Burkett
Printed Name

Transportation Team Leader
Title
July 21, 2021
Date

By: _____
Signature

Printed Name

Title

Date

AUTHORIZATION TO INTERVENE THROUGH THE ATMOS TEXAS MUNICIPALITIES COALITION OF CITIES IN PROCEEDINGS TO BE HELD BY THE RAILROAD COMMISSION OF TEXAS RELATED TO IMPLEMENTATION OF HOUSE BILL 1520

BACKGROUND

On June 16, 2021, Governor Greg Abbott signed House Bill 1520, which directs the Railroad Commission of Texas and the Texas Public Finance Authority to work together to issue bonds, the proceeds of which gas utilities would use to pay for the extraordinary cost of natural gas charged ratepayers during the winter storm of February, 2021.

HB 1520 provides financial relief to gas utilities that choose to apply for the bonds by potentially providing a low-cost source of financing to fulfill outstanding obligations to natural gas suppliers. Any bonds issued under the authority of HB 1520 are to be secured by a mandatory charge on each gas-utility customer's bill and revenue from such mandatory charge is to be dedicated to paying off the bonds. The bonds would allow customers to pay over an extended period, rather than potentially through a single billing statement, for the extraordinary cost of gas consumed during the winter storm of February, 2021. The amount of debt to be issued to pay the gas utilities and in turn the natural-gas suppliers is estimated to be in the range of \$4 billion to \$5 billion.

To implement HB 1520, the Railroad Commission issued a "Notice to Operators" to all gas utilities in the State directing all gas utilities that elect to participate in the debt financing of their extraordinary gas purchased during the winter storm of February, 2021, to submit their applications to the Railroad Commission by July 30, 2021.

RAILROAD COMMISSION PROCEEDINGS

The applications the gas utilities will file with the Railroad Commission is expected to be voluminous and will include data related to each gas utility's costs of gas, its practices regarding the purchase of natural gas, including any financial-hedging instruments and gas-storage practices the utility employs, the costs of transportation of the natural gas, and carrying costs (that is, interest charges) the utilities will seek to recover for payments each utility may have made to the natural-gas suppliers between receipt of the invoice for the natural gas, and the time the utility is "reimbursed" for those payments.

After the Railroad Commission issues its order establishing the amount of costs to be financed, it will direct the Texas Public Finance Authority to issue bonds secured by mandatory charges imposed on each customer's gas-utility bill. All costs related to the issuance of any bonds, including the cost of natural gas and the underwriting costs for issuance of the bonds, are to be recovered through rates charged end-use customers, including the City as an end-use customer.

The proceeding at the Railroad Commission to implement HB 1520 will involve complex regulatory, financing, and gas-purchase practices requiring special expertise in these areas.

REPRESENTATION

In matters involving gas-utility rates, including Atmos Energy's most recent rate case, the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) has previously represented the City and its participation in the coalition of cities known as the "Atmos Texas Municipalities" ("ATM"). The accompanying Resolution authorizes retention of Herrera Law & Associates as Special Counsel, the City's continued participation in the ATM coalition, and participation in proceedings related to implementation of HB 1520 before the Railroad Commission of Texas and the Texas Public Finance Authority, and appeals, if any, related to those agencies' actions and decisions.

INTERVENTION AT THE RAILROAD COMMISSION OF TEXAS

The Railroad Commission established July 30, 2021, as the date by when gas utilities that elect to finance their gas costs to file their respective applications with the Railroad Commission. It is important to participate in these proceedings because the Railroad Commission's decisions will impact future rates customers within the City will pay for gas-utility service. Thus, the accompanying Resolution authorizes intervention in proceedings at the Railroad Commission and as may be necessary, at the Texas Public Finance Authority, related to implementation of HB 1520, as well as appeals taken, if any, from those agencies' actions and decisions.

EXPENSES

In ratemaking proceedings, cities by statute are entitled to recover their reasonable rate case expenses from the utility. Thus, to the extent proceedings to implement HB 1520 are a ratemaking proceeding, the City would seek reimbursement of its expenses from the gas utility; and to that extent, the accompanying Resolution directs Atmos Energy to reimburse ATM's expenses on a monthly basis based on presentation of invoices from the cities. Special Counsel and consultants engaged on matters related to the proceedings before the Railroad Commission will submit monthly invoices to the cities for review before being submitted for reimbursement.

It is Special Counsel's understanding that the gas utilities may not agree that the proceedings to implement HB 1520 is a ratemaking proceeding entitling cities to be reimbursed for their expenses.

RECOMMENDATION

It is important that the City intervene in the Railroad Commission's proceedings related to implement HB 1520 and related proceedings to exercise its due diligence as a regulatory authority as well as to protect its and its citizens' interests as ratepayers.

The City should continue its participation in ATM; intervene in proceedings at the Railroad Commission and related proceedings and/or appeals, if any; retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in matters related to

the Railroad Commission's proceedings regarding implementation of HB 1520 and related proceedings; and to retain consultants necessary to assist Special Counsel in its review of the gas utilities' applications submitted to the Railroad Commission related to implementation of HB 1520 and related proceedings.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK (“TOWN”) AUTHORIZING THE TOWN TO PARTICIPATE AS PART OF A COALITION OF CITIES IN PROCEEDINGS TO BE HELD BY THE RAILROAD COMMISSION OF TEXAS RELATED TO IMPLEMENTATION OF HOUSE BILL 1520; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; DIRECTING THE ACTIVITIES OF LAWYERS AND CONSULTANTS REGARDING THE RAILROAD COMMISSION’S HB 1520 PROCEEDINGS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES TO THE EXTENT ALLOWED BY LAW; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

WHEREAS, on June 16, 2021, Governor Greg Abbott signed House Bill 1520, which directs the Railroad Commission of Texas and the Texas Public Finance Authority to work together to issue bonds, the proceeds of which gas utilities would use to pay providers of natural gas, for gas provided to gas utilities during the winter storm of February, 2021; and

WHEREAS, HB 1520 provides financial relief to gas utilities that choose to apply for the bonds by potentially providing a low-cost source of financing to fulfill outstanding obligations to natural gas suppliers; and

WHEREAS, any bonds issued under the authority of HB 1520 are to be secured by a mandatory charge on each gas-utility customer’s bill and revenue from such mandatory charge is to be dedicated to paying off the bonds; and

WHEREAS, the bonds would allow customers to pay over an extended period, rather than potentially through a single billing statement, for the extraordinary cost of gas consumed during the winter storm of February, 2021; and

WHEREAS, the amount of debt to be issued to pay the gas utilities and in turn the natural-gas suppliers is estimated to be in the range of \$4 billion to \$5 billion; and

WHEREAS, on or after June 16, 2021, the Railroad Commission issued a “Notice to Operators” to all gas utilities in the State directing all gas utilities that elect to participate

in the debt financing of their extraordinary costs for natural gas purchased during the winter storm of February, 2021, to submit their applications to the Railroad Commission by July 30, 2021; and

WHEREAS, the information the gas utilities are expected to submit with their respective applications will include a voluminous amount of data related to each gas utility's costs of gas, its practices regarding the purchase of natural gas, including any financial-hedging instruments and gas-storage practices the utility employs, the costs of transportation of the natural gas; and

WHEREAS, after the Railroad Commission issues its order establishing the amount of costs to be financed, it will direct the Texas Public Finance Authority to issue bonds secured by mandatory charges imposed on each customer's gas-utility bill; and

WHEREAS, all costs related to the issuance of any bonds, including the cost of natural gas and the underwriting costs for issuance of the bonds are to be recovered through rates charged end-use customers, including the Town; and

WHEREAS, pursuant to Utilities Code § 103.023(a) the Town has standing in each case before the Railroad Commission that relates to a gas utility's rates and services in the municipality; and

WHEREAS, the Town has the authority under Utilities Code § 103.023(a) to participate in ratemaking proceedings and engage consultants and attorneys to advise and represent the Town and assist in litigation before a regulatory authority, or a court; and

WHEREAS, to the extent the Railroad Commission's proceeding(s) to implement HB 1520 comprise a ratemaking proceeding, the gas utility shall reimburse the Town for the reasonable cost of the services of a person engaged under Utilities Code § 103.022 to the extent the applicable regulatory authority determines is reasonable; and

WHEREAS, the Railroad Commission has indicated that it may address in a single, consolidated proceeding all applications submitted by the gas utilities that elect to participate in the debt financing of their extraordinary costs for natural gas purchased

during the winter storm of February, 2021, including Atmos Energy, CenterPoint Entex, and Texas Gas Service; and

WHEREAS, to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating a gas utility's application to change its rates and/or impose charges on ratepayers, the Town has in the past joined with other local regulatory authorities to form the Atmos Texas Municipalities ("ATM") and hereby continues its participation in ATM;

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. The Town continues its participation with other cities in a coalition of cities known as the Atmos Texas Municipalities ("ATM") with the understanding that the Steering Committee of ATM is to provide direction and guidance to Special Counsel representing said cities.

Section 3. The Town authorizes participation and intervention in proceedings at the Railroad Commission of Texas and the Texas Public Finance Authority related to proceedings to implement House Bill 1520, as well as appeals taken, if any, from those state agencies' actions and decisions.

Section 4. The Town directs Herrera Law & Associates, PLLC as Special Counsel to represent the Town with regard to proceedings to implement House Bill 1520 and related proceedings before local and state regulatory authorities and any court of law and authorizes Special Counsel to engage such experts as may be reasonably necessary for review and evaluation of applications submitted by a gas utility, including Atmos Energy, CenterPoint Entex, and Texas Gas Service, related to House Bill 1520.

Section 5. To the extent the Railroad Commission's proceedings to implement House Bill 1520 comprise a ratemaking proceeding, Atmos Energy shall reimburse the Town on a monthly basis, for the reasonable costs of attorneys and consultants and expenses

related thereto, upon the presentation of invoices reviewed by the ATM's Steering Committee.

Section 6. A copy of this resolution shall be sent to Mr. Alfred R. Herrera, Herrera Law Associates, PLLC, 4524 Burnet Road., Austin, Texas 78756.

Section 7. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this 2nd day of August, 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. 2021-0802-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND WAYNE EICHEL CONCERNING AN INDEPENDENT CONTRACTOR TO CONDUCT BACKGROUND INVESTIGATIONS ON POLICE DEPARTMENT APPLICANTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Wayne Eichel (hereinafter the “Agreement”) to conduct background investigations on sworn and civilian police department applicants and provide detailed documentation of the investigations for the Town of Hickory Creek, 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 2nd day of August, 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

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by the, Hickory Creek Texas, hereinafter referred to as the "City", and Wayne Eichel, hereinafter referred to as the "Contractor".

WHEREAS The City desires to engage the services of Contractor for the purposes set forth herein, as independent contractor and not as an employee.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made and the benefits flowing to the parties hereto, the City and the Contractor, do hereby contract and agree as follows:

A. DUTIES AND OBLIGATIONS OF CONTRACTOR:

Conduct thorough background investigation of both sworn and civilian police department applicants and provide detailed documentation of the investigation.

B. ADDITIONAL TERMS OF AGREEMENT:

1. This agreement shall commence on the _____ day of _____, and shall expire on the _____ day of _____, unless terminated sooner, as provided. herein.
2. This Agreement may be terminated by the Contractor by giving at least thirty (30) days' written notice to City. This Agreement may be terminated by the City with or without cause by giving the Contractor at least thirty (30) days' written notice. Notwithstanding the above, the City may terminate this Agreement immediately and without notice upon the happening of any of the following:
 - (a.) The conviction of Contractor of any felony, or of any Misdemeanor (other than Class C misdemeanor traffic offense); or
 - (b.) The failure of Contractor to diligently or properly perform Contractor's duties under this Agreement.

3. Payment to the Contractor shall be as follows:
Six hundred dollars per completed employment background investigation, defined as, submission of completed report, withdrawal, or disqualification of the applicant for any reason.

Reimbursement for pre-approved travel expenditures outside a 50-mile radius from DFW International Airport.

Payment shall be due 30 days after date of invoice.
4. The Contractor shall notify the City of any anticipated absences.
5. Contractor shall not use alcoholic beverages, controlled substances, or any illegal substances while performing the duties under this Agreement.

C. STATUS OF CONTRACTOR:

1. It is the intention of the parties that Contractor shall be an independent contractor and not an employee of the City for all purposes, including but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Act, and any applicable provisions of the Internal Revenue Code. City will not pay for or provide Workers Compensation Insurance on Contractor. Contractor shall coordinate scheduled tasks with the City. Contractor will be required to pay federal self-employment taxes upon amounts received under this Agreement.
2. INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY THE CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, ATTORNEYS AND AGENTS AGAINST, AND HOLD HARMLESS FROM, ANY AND ALL LIABILITY, SUITS CLAIMS, ACTIONS, CAUSES OF ACTION COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEY'S FEES), INCLUDING BUT NOT LIMITED TO ANY INJURY TO OR THE DEATH OF ANY PERSON, DAMAGE TO, OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY WILLFULLY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, HIS OR HER AGENTS/EMPLOYEES, UNDER THIS AGREEMENT. THE PROVISION OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
3. Assignment: Contractor shall not assign any of its rights and obligations pursuant to this Agreement without the express written consent of the City.
4. City Ordinances: This Agreement is subject to all City Ordinances, rules, and regulations presently in force and any Ordinances, rules and

regulations passed or implemented by the City during the term of this Agreement.

D. OTHER PROVISIONS:

1. The Contractor has paid all of his/her own license fees, certification fees, certification fees, and/or membership dues, if any.
2. Except to the extent noted herein, the Contractor shall pay all of his/her own automobile and transportation expenses without receiving any reimbursement from the City.
3. Contractor agrees that he/she is not required to maintain any specific schedule. Rather, the Contractor shall perform all obligations pursuant to this Agreement.
4. Contractor shall receive no health or death benefits, or accrue sick or vacation leave, or any other benefits except as contained in this Agreement.
5. All documents and reports generated as a result of any assigned investigation shall be the property of the City and subject to City regulations, policies and practices governing confidentiality and release.
6. All notices under this Agreement shall be in writing and be sent by regular or certified mail, courier service, facsimile, or hand-delivery, addressed as follows:

To the City:

To the Contractor:

Wayne Eichel
3002 Cloverdale Court
Grapevine, Texas, 76051
(817) 716-9139
weichel@live.com

6. This Agreement represents the full and complete agreement between the parties and supersedes any and all prior written or verbal agreements. This Agreement may not be amended without the express written consent of both the City and Contractor.

7. This Agreement shall become effective only after it is executed by both the City and Contractor.

AGREED to on this the ____ day of _____ ,

CONTRACTOR:

Wayne Eichel
(Type in Full Name)

(Signature of Contractor)

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME , _____ on this
day personally appeared Wayne Eichel , known to me or
proved to me on the oath of N/A
or through Texas Driver's License (description of identity card or
other document) to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed.

(Seal)

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

My Commission Expires: _____

Notary Public in and for the
State of Texas

FOR THE CITY OF RHOME:

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND LARRY FINNEY CONCERNING BUILDING PLAN REVIEWS AND THE CORRESPONDING CHARGES; 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 desires to ratify an agreement between the Town of Hickory Creek, Texas and Larry Finney concerning Building Plan Reviews and the Corresponding Charges effectively dated September 1, 2021.

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

Section 1: the Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and Larry Finney concerning Building Plan Reviews and the Corresponding Charges effectively dated September 1, 2021 and attached hereto as Exhibit A.

Section 2: The resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 2nd day of August, 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

JULY 14, 2021

PLAN REVIEW AGREEMENT FOR THE TOWN OF HICKORY CREEK

Listed below are the building plan reviews and the corresponding charges agreed upon by the Town of Hickory Creek and Larry Finney effective September 1, 2021.

RESIDENTIAL

New Single Family - \$125 first submittal

Unattached garages, accessory buildings, arbors, storage buildings, similar Structures - \$70

Attached arbors, patio covers, similar structures - \$125

Residential remodels and attached additions - \$100

Swim Pools - \$70

Residential Solar Panels - \$50

Residential resubmittals requiring 3rd review shall be charged 50% of original plan review fee at the discretion of the plan examiner

COMMERCIAL

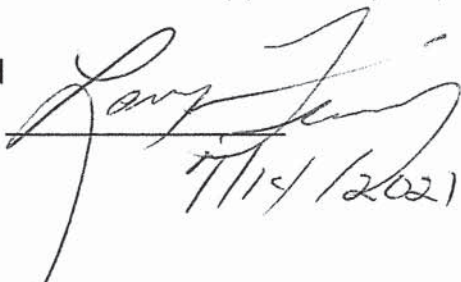
New Commercial – Free-standing building plans 1st submittal - \$450/ resubmittals shall be charged a minimum of \$75 per hour

Commercial Interior remodels and additions 1st submittal - \$300/ resubmittals shall be charged a minimum of \$75 per hour

Pre-Development and building project consultation meetings as required by town staff- \$125 an hour

Any changes to the above costs of services shall be mutually approved by the agreeing parties of Larry Finney and the Town of Hickory Creek City Manager. Request of termination of the above agreement by either party shall be documented to the applicable party 30 days prior to termination.

Signed



7/14/2021

Signed



**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND MITECH SERVICES, L.L.C., CONCERNING INFORMATION TECHNOLOGY 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;

WHEREAS, the Town Council has been presented with a proposed Agreement for information technology services to provide general technology support services (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 2nd day of August, 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



July 8, 2021

Town of Hickory Creek
1075 Ronald Reagan Ave
Hickory Creek, TX 75065

The new IT services maintenance starting October 1, 2021, will be as follows:

5 servers at \$99.00 per month	495
37 workstations at \$99.00 per month	3,663
3 Ventek pay stations at \$99.00 per month	297
<u>Monthly Total</u>	<u>4,455</u>
<u>Courtesy Discount</u>	<u>- 500</u>
	\$3,955

If paid annual, a discount of (\$2,373) will be applied to fee for an annual payment of \$45,087 due October 1st, 2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Art Cline, Sr.", with a stylized flourish at the end.

Art Cline, Sr. / President, MiTech Services, LLC



Services will include:

1. Cyber Event Monitoring

- a. Failed logins
- b. Cleared security logs
- c. Unauthorized activity
- d. Crypto Mining Activity
- e. Cyber Terrorist Network Connections
- f. Notification of Internet connections from known cyber terrorist locations

2. Monitor anti-virus for updates and operation

- a. Periodic scan for spyware infections
- b. Virus and malware protection
- c. Webroot managed antivirus endpoint

3. DNS Filtering

- a. Zorus managed Website filter
- b. Blocking known and potential cyber threat sites
- c. Blocking inappropriate websites

4. Helpdesk support

- a. Answer user questions
- b. Assist users with configuration issues
- c. Assist users with application issues
- d. Remote remediation of identified and reported issues
- e. Onsite remediation of identified and reported issues

5. Maintenance of servers and workstations.

- a. Monitor operating system updates and event logs
- b. Defragment hard drives as needed
- c. Monitor backup operation and logs
- d. Resolve operating system issues
- e. Resolve application issues or changes
- f. Resolve hardware issues (labor only)

6. Infrastructure Maintenance

- a. Router and switch programming changes
- b. Minor Cable repair (labor only)

7. 24 x 7 remote monitoring and management for up to 45 computers

8. Backup and restore service for 3 servers using Client and Corporation's owned equipment

9. Ventek pay station maintenance and support at town parks (Sycamore Bend, Point Vista, Arrowhead)



Scheduled Service Agreement The Town of Hickory Creek

This Services Agreement ("Agreement") is made as of the October 1, 2021, by and among MiTech Services, LLC (MiTech), a Texas Corporation whose principal office is located at 3576 FM 2181 Hickory Creek, TX 75065, and The Town of Hickory Creek (TOHC) an incorporated Town in the state of Texas whose principal office is located at 1075 Ronald Reagan Ave, Hickory Creek, Texas. ("Client").

WITNESSETH:

WHEREAS, MiTech Services is a Limited Liability Corporation, duly organized in the State of Texas for the purposes of providing information technology (IT) services to customers; and

WHEREAS, (Technician) Arthur Cline as primary or, another employee of Corporation appointed to provide services under this Agreement during the Term pursuant to an agreement between Technician and Corporation; and

WHEREAS, Client is a validly existing incorporated Town in the state of Texas; and

WHEREAS, Corporation and Client have independently determined that Technician(s) has the expertise and experience necessary to provide Client with computer information systems support and implementation services of the type required by Client.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, Corporation, and Client hereby agree as follows:

ARTICLE I -- SCOPE OF SERVICES

Section 1.01 -- Recitals: The above recitals and statement of parties are true, accurate, and correct. For purposes of this Agreement, the term "Corporation" shall mean MiTech Services, including any and all of its agents, employees, independent contractors, representatives, affiliates, subsidiaries, officers, directors, members, and assigns.

Section 1.02 -- Services: Technician shall provide the computer Information Technology (IT) support and implementation services to Client for its business offices as necessary to insure full IT operation as described in Attachment "A".

- 1) Technician availability:
 - a) Technician will be available onsite up to four (4) hours weekly and as needed off site using remote access as needed.

Section 1.03 -- Service Hours: Corporation provides services during normal hours (8am-6pm, Monday thru Friday). Service requested outside of normal business hours will be billed at the after hour preferred government rate listed in the current Standard Commercial Price List of Corporation.

Section 1.04 -- Travel: Any onsite service work requested outside of the scheduled weekly onsite maintenance will include a Zone-1 travel charge.

Section 1.05 -- Employee Status: Technician shall provide the services described in Section 1.02 as an employee of Corporation. The fees paid by Client to Corporation for the services of Technician shall be all inclusive. Client shall not be responsible for providing any insurance, benefits or paying any taxes owed by Corporation or Technician.

ARTICLE II -- TERM OF AGREEMENT

Section 2.01 -- Termination: This Agreement shall continue until September 30, 2022 or terminated as provided herein.

Section 2.02 -- Termination by Corporation: In the event Corporation desires to terminate this Agreement, Corporation shall provide Client with ninety days prior written notice to terminate this Agreement.

Section 2.03 -- Termination by Client: In the event Client desires to terminate this Agreement, Client shall provide Corporation with ninety days prior written notice of intent to terminate this Agreement during the term of this agreement.

Section 2.04 -- Mutual Rescission: Client and Corporation may mutually agree in writing to terminate this Agreement without notice.

Section 2.05 -- Termination by Client Without Notice: Client may terminate this Agreement without notice upon the earliest to occur of the following events:

- (a) **Fraud or Dishonesty:** Corporation commits an act of fraud or dishonesty in providing services hereunder;
- (b) **Failure to Perform:** Corporation fails to perform the services defined in Section 1.02;
- (c) **Breach of Contract:** Corporation violates any provision of this Agreement;
- (d) **Business Damages:** Corporation willfully damages or injures the property, business, or goodwill of Client.



Scheduled Service Agreement The Town of Hickory Creek

Section 2.06 – Renewal: In the event that client or Corporation does not put in place a new Agreement before termination date, this Agreement will remain in place on a month to month basis until either a new Agreement is in place or Client and Corporation mutually agree to terminate.

ARTICLE III -- FEES

Section 3.01 -- Rate of Payment: Client shall pay Corporation a fee of Forty-Seven Thousand Four Hundred Sixty (\$47,460) dollars (“Annual Fee”) paid monthly.

On-Site billable hours outside of scope of services will be billed at One Hundred (\$100) dollars per hour. Client must be notified in advance prior to any work being performed, which will be performed outside of annual fee.

Additional monthly licenses for remote management above 45 computers will be billed at Ninety-Nine (\$99.00) dollars per month for each additional computer. This will be added as separate item to each monthly invoice.

Section 3.01 – Discounts For annual payment a Two Thousand Three Hundred Seventy-Three (\$2,373) dollars will be applied to annual cost. Total annual cost with discount: Forty-Five Thousand Eighty-Seven (\$45,087) dollars.

Section 3.02 -- Invoices: Corporation shall invoice Client in advance monthly for Monthly fee and at the end of a month for any fees in excess of the Monthly fee. Invoice shall be paid on or before the first of each month, which service is due.

ARTICLE IV -- CONFIDENTIALITY

Section 4.01 -- Confidential Systems Information: Corporation hereby acknowledge that all material, information, data, programs, and computer system design information which have or will come into the possession or knowledge of Technician or Corporation hereunder in connection with this Agreement for the performance hereof, is confidential and proprietary and that disclosure to or use by third parties of any such material, information, data, programs, or computer system design information will be damaging to Client. Corporation, therefore, agrees to hold such material, information, data, programs, computer system design and ideas in strict confidence, and shall not make use thereof other than for the performance of this Agreement, and will release such material, information, data, programs, computer system design information or ideas only to employees and customers of Client requiring such material, information, data, programs, or computer system design information and not to any other party, including but not limited to, any customers of

Corporation or Technician other than Client.

Section 4.02 -- Removal of Client Information and Records: Technician shall not remove, and Corporation shall not allow Technician to remove, any customer data, programs, computer systems design information or documentation or any lists, files, charts or records or copies thereof from the premises of Client without the expressed prior written approval of Client. Corporation hereby acknowledges that such programs, data, computer systems design information or documentation, or lists, records, charts, and files (including any and all copies thereof) are the property of Client.

Section 4.03 -- Removal of Business Records: Technician shall not remove, and Corporation shall not allow Technician to remove, any accounting, personnel, legal or other business records, or copies thereof from the premises of Client without the expressed prior written approval of Client. Corporation hereby acknowledges that such records (including any and all copies thereof) are the property of Client.

Section 4.04 -- Business Disclosures: Technician shall not disclose, and Corporation shall not allow Technician to disclose, the confidential business information of Client, including any legal, financial, regulatory, professional or general business information to any person except employees, agents, accountants, customers and attorneys of Client as may be necessary for Technician to provide the services described in Section 1.02.

Section 4.05 Customer Confidentiality: Technician and Corporation shall respect and maintain the confidentiality of customer computer programs, computer systems, information, data, and communications and shall not remove such computer programs, computer systems, information, data or communications from the premises of Client without the prior written consent of Client, and shall not disclose same to any person except employees, agents and customers of Client as may be necessary for Technician to provide the services described in Section 1.02.

ARTICLE V -- INTELLECTUAL PROPERTY

Section 5.01 -- Title Transfer: Upon completing or terminating this Agreement, Technician and Corporation shall deliver to Client all copies of any and all materials, products, systems documentation, and programs related to this Agreement. Technician and Corporation shall not have the right to disclose or use any such products, materials, systems documentation, or programs for any purpose whatsoever and Corporation hereby acknowledges that such products and materials are proprietary to Client and have been secretly developed for Client and for Client's sole use.



Scheduled Service Agreement The Town of Hickory Creek

ARTICLE VI -- WARRANTY AND INDEMNIFICATION

Section 6.01 -- Warranty of Services: Corporation hereby represents and warrants that the services to be provided to Client by Corporation hereunder shall be performed by Technician on a best-efforts basis and in accordance with industry standards.

Section 6.02 -- No Violation of Contract: Corporation hereby represent and warrants that the performance of the services to be provided by Corporation under this Agreement shall not violate any agreement, contract or other obligation under which Corporation is bound, or any rights, title or interest of any third party.

Section 6.03 -- Unauthorized Access: Technician shall be authorized by Client to access the computer system, computer hardware, and Computer Software of Client only for purposes of providing services to Client under this Agreement. Corporation shall not allow Technician to, access the computer hardware or Computer Software (or any other computer software belonging to Client) for any other reason without being authorized by Client in writing to access such hardware or software. Corporation shall indemnify, release, defend, and hold harmless Client from any and all damages incurred by Client as a result of unauthorized access to the computer systems and software of Client by Technician. For purposes of this Agreement, the term "access" and "computer systems" shall have the same meaning as under the Texas Computer Crime Act.

Section 6.04 -- Indemnification: Corporation hereby agrees to indemnify and hold harmless Client from any and all losses and damages to Client resulting from any breach of the terms of this Agreement or for any willful act by Technician or Corporation causing damages to Client or Client's business or customer relationships including, but not limited to, willful failure by Technician or Corporation hereunder to follow the guidelines established by Client in performing services, failing to complete services, or any misrepresentations as to the performance or completion of services.

ARTICLE VII - MISCELLANEOUS

Section 7.01 -- Assurances: Client, and Corporation hereby represent and warrant that all representations, warranties, recitals, statements, and information provided to each other under this Agreement are true, correct, and accurate as of the date of this Agreement to the best of their knowledge.

Section 7.02 -- Entire Agreement: This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. Client and Corporation hereby represent, warrant, and

agree that any agreements, representations, or warranties not set forth herein shall be void.

Section 7.03 -- Survival of Representations and Warranties: The representations and warranties made by Client, and Corporation in this Agreement and the obligations of Corporation under Articles IV, V, VI, and VII shall survive the performance and termination of this Agreement and shall continue forever.

Section 7.04 -- Amendments and Modifications: A waiver, alteration, modification, or amendment of this Agreement shall be void unless such waiver, alteration, modification, or amendment is in writing and signed by the respective parties hereto.

Section 7.05 -- Severability: If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 7.06 -- Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 7.07 -- Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 7.08 -- Governing Law: This Agreement shall be governed by the laws of the State of Texas.

Section 7.09 -- Notice: All communications shall be in writing and shall be delivered by Certified Mail or by hand to the address set forth below for each respective party:

<u>Client</u>	<u>Address</u>
The Town of Hickory Creek	1075 Ronald Reagan Ave Hickory Creek, TX 75065

<u>Corporation</u>	<u>Address</u>
MiTech Services	4251 FM 2181 Suite 230-229 Corinth, TX 76210

Notice shall be effective upon receipt.

Section 7.10 -- Pronouns/Gender: Pronouns shall refer to the masculine, feminine, singular, or plural as the context shall require.

Section 7.11 -- Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate



Scheduled Service Agreement The Town of Hickory Creek

remedy. In addition to other rights, which may be available, each party shall have the right of specific performance, injunction, or other equitable remedy in the event of a breach or threatened breach of this Agreement.

Section 7.12 -- Litigation Expenses: In the event of litigation arising out of this Agreement, the prevailing party shall recover from the non-prevailing party its costs and expenses of litigation, including its attorney's fees.

Section 7.13 -- Waiver: Waiver of a breach of this Agreement shall not constitute a waiver of any other breach. All remedies under this Agreement are in addition to remedies provided by law and are cumulative. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provisions.

Section 7.14 – Assignments and Successors: Any and all assignments of rights hereunder by Corporation shall be void; this agreement shall inure to the benefit of and binding upon parties hereto and their successors

Section 7.15 – Client Requirements: Client agrees to ensure the following:

- (a) All workstations and servers must have Corporation approved Anti-Virus software installed and operational.
- (b) Only applications approved by corporation shall be installed on computers or servers.
- (c) All operating system and application licenses will be current and used in accordance with the software licensing agreements.

IN WITNESS WHEREOF, this Agreement has been executed and is effective as of the date first written above.

CLIENT:

The Town of Hickory Creek

Mayor

Date

CORPORATION:

MiTech Services a Texas Limited Liability Corporation

Arthur Cline Sr.
General Manager

Date

Initial _____

Attachment A Scope of Services

Included Services:

Cyber Security

- Anti-Virus
- Anti-Malware
- Outbreak Mitigation (Virus Malware)
- Cyber Risk Network Monitoring and Reporting
- Web Filtering
- Email Filtering
- Employee Cyber Security Awareness Training

Technology Management

- On Site Support
- Remote Helpdesk Support
- Resolve operating system issues
- Resolve operating system changes
- Resolve application issues or changes
- Resolve hardware issues (labor only)
- Monitor and Manage Server and Workstation Performance
- Documentation Management
- Infrastructure Maintenance
- Remote Monitoring
- Patch Management
- Reduced Hourly Rate
- Email Management
- User Management
- Wireless Network Management
- Software Management
- Equipment Purchasing
- Equipment Deployment
- Asset Management
- 24 x 7 remote monitoring and management for up to 45 computers and 7 servers
- Ventek pay station maintenance and support at town parks
(Sycamore Bend, Point Vista, Arrow Head)

Backup Protection

- Disaster Recovery
- File and Folder Backup
- Mobile Device Management



Scheduled Service Agreement The Town of Hickory Creek

Attachment A Scope of Services

Excluded or Limited Support Services:

Unique specialized application support:

 Incode (Limited support)

 Badge (Limited support)

 RMS (Limited support)

 Watch Guard (Limited support)

 Laserfiche (Limited Support)

User negligence

User abuse of equipment

Modifications to workstations, servers or infrastructure without prior MiTech approval

Movement of workstations or servers without prior MiTech approval

Acts of God



AGENDA INFORMATION SHEET

MEETING DATE: August 2, 2021

AGENDA ITEM: Consider and act on acceptance of rates from BlueCross BlueShield of Texas for town employee life, ad&d, short term disability and long term disability coverage for Fiscal Year 2021-2022.

SUMMARY: The rates for 2021-2022 are as follows:

	<u>2020-2021 Rate</u>	<u>2021-2022 Rate</u>
Life:	\$0.109 per \$1,000	\$0.109 per \$1,000
AD&D:	\$0.033 per \$1,000	\$0.033 per \$1,000
Short Term Disability:	\$0.22 per \$10.00	\$0.22 per \$10.00
Long Term Disability:	\$0.429 per \$100 MCP	\$0.429 per \$100 MCP



AGENDA INFORMATION SHEET

MEETING DATE: August 2, 2021

AGENDA ITEM: Consider and act on acceptance of rates from Dental Select for town employee dental coverage for Fiscal Year 2021-2022.

SUMMARY: The rates for dental coverage for 2021-2022 are as follows:

	2020-2021 Rate	2021-2022 Rate
Employee Only:	\$26.79	\$32.36
Employee + 1 Dependent:	\$62.61	\$75.63
Employee and Family:	\$96.98	\$117.15



AGENDA INFORMATION SHEET

MEETING DATE: August 2, 2021

AGENDA ITEM: Consider and act on the acceptance of rates from TML Health Benefits Pool for town employee medical and vision coverage for Fiscal Year 2021-2022.

SUMMARY: The rates for medical and vision coverage for 2021-2022 are as follows:

<u>Medical</u>	<u>2020-2021 Rate</u>	<u>2021-2022 Rate</u>
Employee Only:	\$662.46	\$681.56
Employee and Spouse:	\$1,317.72	\$1,356.48
Employee and Child(ren):	\$1,145.96	\$1,179.58
Employee and Family:	\$1,903.02	\$1,959.34
 <u>Vision</u>	 <u>2020-2021 Rate</u>	 <u>2021-2022 Rate</u>
Employee Only:	\$9.01	\$7.22
Employee and Spouse:	\$17.14	\$13.71
Employee and Child(ren):	\$18.03	\$14.43
Employee and Family:	\$26.52	\$18.40

The Playground, Shade and Surfacing Depot, LLC

Proposal



200 N. Rufe Snow Drive, Suite 209

Keller, TX 76248

(817) 585-4636

sales@playgroundshadeandsurfacing.com

INVOICE NO.

DATE July 14, 2021

CUSTOMER ID

EXPIRATION DATE August 13, 2021

BILL TO: Hickory Creek
Attn: John Smith
1 Kelton Ave.
Hickory Creek, TX 75065

SHIP TO:
(If Different)

Office: (940) 497-2528

Cell:

Email: john.smith@hickorycreek-tx.gov

BUYBOARD 592-19

TEAM MEMBER	JOB	PAYMENT TERMS	DUE DATE
Shane Jefferys	Outdoor Fitness	TBD	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Outdoor Fitness Area to include the following:	\$ 34,540.00	34,540.00
	22' x 22' x 10' Entry Single Column Square Shade w/ 1 column embedded. Preliminary Engineering calls for 8" Column & 5" rafters . See drawing example.		
	Price includes Z-Coat Finish: the most comprehensive steel finishing process in the industry.		
	Price includes Patented Glide Elbow System to allow for easier removal/re-install of shade fabric in cases of severe inclement weather or snow		
	20 Year Ltd. Warranty on Frame & 10 Year Limited Pro-rated on Fabric from Mfg. w/ Standard specifications engineered to withstand hurricane force 1 wind gust 105mph w/ fabric installed ; up to 150 mph winds w/ fabric removed. Maintaining proper cable tension is required for longevity & mfg. warranty. Meets ASTM guidelines. Shade fabric should be removed in cases of heavy snow, ice or severe inclement weather. Detailed warranty available on request.		
	OPTIONAL ITEMS:		
	•Engineered Stamped/Sealed Drawings if needed for Permitting: \$750		
	Inground mount fitness equipment to include:		
	Joint Use Pull-Up Station – Muscle Fitness, T-Bar Station – Muscle Fitness, Hurdles – Aerobic Fitness, Sit-up Station – Core Fitness, Knee Lift Station – Flexibility Fitness, Balance Beam Station – Balance Fitness. See concept representation.		
	Includes standard installation through soil of columns disposing of footer spoils onsite or in customer provided dumpster. Price assumes good access, level ground & excludes excavation of any rock, concrete or other materials below grade. Site to be construction ready.		
	Artificial Turf Playground Surfacing. Area to be approximately ~576 s.f. (~24'x24' space)		
	Scope of Work to include the following:		
	• Base prep as needed by removing existing soil around area as needed up to 3"		
	• Install up to 3 inches rock as needed & compact		
	• Install Poly Nail strip around perimeter		
	• Install fabric underlayment for sub-base		
	• Install synthetic grass per manufacturers specification & secure all seams and perimeter		
	• Install Granufil infill 12/20 material at ~3-4/lbs per square foot		
	• Clean up and remove any debris from installation		
	Turf Includes a 2 year Install Warranty and 8 year turf MFG. Ltd. Warranty.		
	Surfacing System Testing Data for Licensing and Records to be provided at time of sale.		
	Note: In compliance with ADA Accessibility Standards, an accessible path must be available. Customer to have any irrigation system turned off prior to install & any irrigation capping or redirection is the responsibility of customer. Repair of landscaping and/or sod after construction is the responsibility of the Customer. Must be able to access w/ Bobcat equipment.		
	Excludes sales tax which if required will be added		
	Excludes permitting or fees which may be required		

SUBTOTAL	\$ 34,540.00
FREIGHT ESTIMATE*	\$2,177.00
8.25%SALES TAX (if applicable)	
TOTAL	\$ 36,717.00

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!

To accept this proposal, sign here and return with payment:

Date: _____

This quotation is subject to policies and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Any approved returns subject to a 30% restocking fee. Credit Cards subject to a 3% fee

Pricing: F.O.B. factory, firm for 30 days from date of quotation

Shipment: Orders generally ship within 4-8 weeks after receipt & acceptance of your order, color selections, approved submittals & receipt of payment. Custom orders may be longer.

***Freight charges:** We make every effort to provide accurate freight prices, however, these are estimates and add'l charges may apply.

Taxes: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Receipt of goods IF Self-Installed: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment. **Driver WILL NOT unload trailer and a fork lift may be needed to unload equipment depending on size of order.**

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Customer is responsible for all permits should they be required. Customer will be financially responsible for additional cost for Permits, Engineer Stamped Drawings, etc. if required for permitting. Customer responsible for proper drainage of site. Unless otherwise noted, all trash & pallets disposed onsite in customer provided dumpster. Security of site or materials is not provided.

Installation: Shall be by a Certified Installer. Customer shall be responsible for scheduling coordination and site preparation. Pricing assumes level grade less than 2% slope & allow installation equipment access min. 7'W. Purchaser shall be responsible for additional costs to repair, replace or relocate unknown conditions such as buried utilities, tree stumps, bedrock, lines such as irrigation, drainage, sewer or other slow moving utilities or any concealed materials or conditions that may result in additional labor or material costs. Unless otherwise noted, footer spoils spread onsite. Repair of landscaping and/or sod after construction is the responsibility of the Customer. Customer to have any irrigation system turned off prior to install & any irrigation capping or redirection is responsibility of customer. For shade & shelter, footing designs based on 1500PSF soil bearing pressure. Unless otherwise specified, water & electricity to be provided by Customer.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein. 8-24-2020

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND MDM, INC. CONCERNING USE OF THE TOWN'S PUBLIC PROPERTY TO ACCESS LAKE LEWISVILLE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and MDM, Inc. (hereinafter the "Agreement") for the use of the Town's public property to access Lake Lewisville and certain economic development matters, 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 2nd day of August, 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

AGREEMENT

THIS AGREEMENT is made and entered into this the 2nd day of August, 2021, by and between the **Town of Hickory Creek**, a Texas Type-A municipality (the “Town”) and **MDM, INC.**, a Texas For-Profit Corporation operating with EIN #85-3614265 (“Operator;” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Operator seeks to utilize certain parkland within the Town, which is under the control and supervision of the Town (the “Property”);

WHEREAS, the Town desires to enter into an Agreement with Operator in the interest of promoting local business and economic development for the community at large to enjoy the use of the Town’s public property and access to Lake Lewisville;

WHEREAS, this Agreement is for the commercial operations of Operator’s of rental watercrafts only to clients with prior paid reservations;

WHEREAS, no other business operations, transactions or solicitation of business is allowed;

WHEREAS, the Town may revoke this permit without notice to Operator in the event Operator violates any provision of this Agreement.

I.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and for other good and valuable consideration described herein, the Parties agree that Operator shall:

- 1.1 Obtain a permit related to the commercial use of boat ramps and payment of any applicable fees.
- 1.2 Maintain and provide the Town with proof of adequate commercial liability insurance coverage with a minimum of \$1 million liability coverage.
- 1.3 Provide business name, Federal Tax Identification Number, State Tax Identification Number, business address, and business phone numbers to the Town. Any changes to this information must be provided to the Town within 5 business days.
- 1.4 Provide 24-hour emergency contact information to the Town.
- 1.5 MDM, Inc. shall be allowed to conduct operations in Arrowhead Park only. Boats will be launched at a boat dock not operated by the Town of Hickory Creek.
- 1.6 Conduct operations during posted park hours only. There shall be no overnight storage of vehicles or equipment in the park, on its grounds, or on adjacent waters.
- 1.7 Dry dock all rental equipment at bank. There shall be no staging at courtesy dock before

rental client's arrival.

- 1.8 Tie to courtesy dock for no more than **fifteen (15)** minutes to load client's personal supplies.
- 1.9 Communicate any and all operations instructions to clients while dry docked or during the initial rental transaction as to not tie up the courtesy dock for an extended period of time.
- 1.10 Not set up business operations in the park or on its grounds, other than the storage and delivery of rental equipment described above.
- 1.11 Not allow more than one piece of rental equipment to be tied to courtesy dock at any given time thereby allowing public access.
- 1.12 Not distribute passes to individuals, but instead require each individual vehicle to purchase a day use or annual pass.
- 1.13 Space between 30 to 60 minutes from the end of a rental to beginning of new rental.
- 1.14 Comply with all provisions of the Town of Hickory Creek's Code of Ordinances.

II. Term

This Agreement shall commence on the date executed by each of the parties hereto and shall terminate one (1) year from the date of approval. Any additional term(s) shall be at the sole discretion of the Town Council.

III. Governmental Immunity

- 3.1 If Operator violates any of the above-referenced obligations, the Town may, upon providing written notice thereof and reasonable time to resolve any breach, revoke the permit granted herein without further notice.
- 3.2 The Town is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, Town does not consent to suit, or waive its governmental immunity or the limitations as to damages under the Texas Tort Claims Act.

IV. General Provisions

- 4.1 **Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
- 4.2 **Choice of Law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Denton County, Texas, United States of America.
- 4.3 **Authority to enter into Agreement.** Each party represents that it has the full power and

authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Operator represents that he or she is authorized to sign on behalf of Operator and Agrees to provide proof of such authorized to the Town upon request.

- 4.4 **Agreement read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 4.5 **Notice.** All notices and documents required herein shall be sent and provided to the Parties at the contact information listed below.

OPERATOR: 1301 Justin Road, Suite 201-116
Lewisville, Texas
Attn.: Michael Moran
214-277-9102
mdm-charters.com

TOWN: Office of the Town Administrator
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

With copies to: Dorwin Sargent, III, Town Attorney
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory, Suite 100
Denton, Texas 76201
855.812.4757 (Facsimile)

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The Parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

IN WITNESS, WHEREOF, the Parties enter into this Agreement on the 2nd day of August, 2021.

MDM, INC.

By: _____
Michael Moran, Owner

THE STATE OF TEXAS §

§

COUNTY OF DENTON §

Before me, a Notary Public in and for the State of Texas, on this day, personally appeared Michael Moran, proved to me through his Texas Driver License _____ be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity so stated, and has express authority to do so.

Given under my hand and seal of office this _____ day of _____, 2021

Notary Public, State of Texas

TOWN OF HICKORY CREEK, TEXAS

By: Lynn C. Clark, Mayor
Town of Hickory Creek

THE STATE OF TEXAS §

§

COUNTY OF DENTON §

Before me, a Notary Public in and for the State of Texas, on this day, personally appeared Lynn C. Clark, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021

Notary Public, State of Texas

MDM Luxury Charters

1301 Justin Rd, Suite 201-116, Lewisville TX 75077

24hr # 214-277-9102 mdm-charters.com mdm.sales@outlook.com

27 JULY 2021

ATTN: Hickory Creek Council

Dear Council Members:

Please accept my application to operate my fleet of Luxury Yacht Charters in the Town of Hickory Creek at Arrowhead Park.

I am a disabled Veteran of the U.S. Army. I am a certified U.S. Coast Guard Captain. My vessel is registered with the U.S.C.G. #1023536, and registered as a LIVERY with T.P.W.D. I have my U.S. Boaters card specific to inland lakes and waterways, and my Texas Parks and Wildlife Party Boat Operators License. I work with AT&T during the week as a full-time job. I work with Tow Boat U.S., U.S.C.G., and the T.P.W.D. Game Wardens on rescue operations, dive operations, salvage, and underwater rescue. There are MANY illegal charters on Lake Lewisville, but I have worked diligently with the State, Coast Guard Auxiliary, and Game Wardens to ensure that I am 100% legally registered, insured, inspected, and credentialed.

On the weekends my wife and I run a charter boat. We are already looking into buying a second. We have 5 star ratings from all of our customers. We provide a direct customer interface that is very personal and comfortable for our patrons. We are very respectful about dock loading times and restriction. We work well with the other vendor (WATERTOYZ) at Arrowhead Park and direct each other business often. We are very cognizant of the civilian guest at the park and do our best to make sure everyone has access to the dock for loading and unloading.

We would like to establish a working relationship with the council. My business will bring many customers and revenue to your park with the entry fees.

Sincerely, Michael Shawn Moran.

Some requirements you may want to add to your contract would be:

1. TPWD inspection which requires a Letter of Stability (official max capacity document calculated by a licensed professional), an automatic fire suppression inspection, PFD count to match max occupancy and staff, confirmation of location and number of safety equipment (fire extinguishers X per foot of vessel, CO, CM, O2, and CD detectors to ensure guest are not exposed to fumes of any kind, proper labeling and location of first aid, arial signals, and markers. VHF radio and emergency radio procedures document posted.), proper exit plan posted.
2. Proper credentials like a USCG Captains license or a TPWD Party boat operator's license or both.
3. Properly registered as a LIVERY with TPWD. This requires a special registration tag. Private use registration for private charters or rentals, or jet skis that are for-profit are illegal.
4. Insured as a commercial entity. A lot of the boats chartering out there are not registered correctly, not inspected, and are using "For Pleasure" insurance and are not insured for Livery or commercial Charter. \$500,000 on liability is the standard for charter boats carrying 35 passengers or less. You require \$1,000,000 which is crazy high and not conducive to a for profit if you force the liability so high that we can't afford the charter insurance.
5. A letter of Stability. This is a very important document to ensure a max occupancy has been established. I see way to many boats on the water over capacity with unlicensed captains who don't know any better.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND CD COMPUTERS DBA LEWISVILLE CHARTER BOATS CONCERNING USE OF THE TOWN'S PUBLIC PROPERTY TO ACCESS LAKE LEWISVILLE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and CD Computers DBA Lewisville Charter Boats. (hereinafter the "Agreement") for the use of the Town's public property to access Lake Lewisville and certain economic development matters, 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 2nd day of August, 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

AGREEMENT

THIS AGREEMENT is made and entered into this the 2nd day of August, 2021, by and between the **Town of Hickory Creek**, a Texas Type-A municipality (the “Town”) and **CD Computers DBA Lewisville Charter Boats**, a Texas limited liability company operating with EIN #90-0560366 (“Operator;” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Operator seeks to utilize certain parkland within the Town, which is under the control and supervision of the Town (the “Property”);

WHEREAS, the Town desires to enter into an Agreement with Operator in the interest of promoting local business and economic development for the community at large to enjoy the use of the Town’s public property and access to Lake Lewisville;

WHEREAS, this Agreement is for the commercial operations of Operator’s of rental watercrafts only to clients with prior paid reservations;

WHEREAS, no other business operations, transactions or solicitation of business is allowed;

WHEREAS, the Town may revoke this permit without notice to Operator in the event Operator violates any provision of this Agreement.

I.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and for other good and valuable consideration described herein, the Parties agree that Operator shall:

- 1.1 Obtain a permit related to the commercial use of boat ramps and payment of any applicable fees.
- 1.2 Maintain and provide the Town with proof of adequate commercial liability insurance coverage with a minimum of \$1 million liability coverage.
- 1.3 Provide business name, Federal Tax Identification Number, State Tax Identification Number, business address, and business phone numbers to the Town. Any changes to this information must be provided to the Town within 5 business days.
- 1.4 Provide 24-hour emergency contact information to the Town.
- 1.5 Conduct operations in Arrowhead Park only. Operator may only launch boats at a dock not operated by the Town of Hickory Creek.
- 1.6 Conduct operations during posted park hours only. There shall be no overnight storage of vehicles or equipment in the park, on its grounds, or on adjacent waters.
- 1.7 Dry dock all rental equipment at bank. There shall be no staging at courtesy dock before

rental client's arrival.

- 1.8 Tie to courtesy dock for no more than **fifteen (15)** minutes to load client's personal supplies.
- 1.9 Communicate any and all operations instructions to clients while dry docked or during the initial rental transaction as to not tie up the courtesy dock for an extended period of time.
- 1.10 Not set up business operations in the park or on its grounds, other than the storage and delivery of rental equipment described above.
- 1.11 Not allow more than one piece of rental equipment to be tied to courtesy dock at any given time thereby allowing public access.
- 1.12 Not distribute passes to individuals, but instead require each individual vehicle to purchase a day use or annual pass.
- 1.13 Space between 30 to 60 minutes from the end of a rental to beginning of new rental.
- 1.14 Comply with all provisions of the Town of Hickory Creek's Code of Ordinances.

II. Term

This Agreement shall commence on the date executed by each of the parties hereto and shall terminate one (1) year from the date of approval. Any additional term(s) shall be at the sole discretion of the Town Council.

III. Governmental Immunity

- 3.1 If Operator violates any of the above-referenced obligations, the Town may, upon providing written notice thereof and reasonable time to resolve any breach, revoke the permit granted herein without further notice.
- 3.2 The Town is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, Town does not consent to suit, or waive its governmental immunity or the limitations as to damages under the Texas Tort Claims Act.

IV. General Provisions

- 4.1 **Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
- 4.2 **Choice of Law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Denton County, Texas, United States of America.
- 4.3 **Authority to enter into Agreement.** Each party represents that it has the full power and

authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Operator represents that he or she is authorized to sign on behalf of Operator and Agrees to provide proof of such authorized to the Town upon request.

- 4.4 **Agreement read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 4.5 **Notice.** All notices and documents required herein shall be sent and provided to the Parties at the contact information listed below.

OPERATOR: 2033 W McDermott Drive #320-190
Allen, Texas 75013
Attn.: Curtis Timmins
469-694-2596
curtistimmins@gmail.com

TOWN: Office of the Town Administrator
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

With copies to: Dorwin Sargent, III, Town Attorney
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory, Suite 100
Denton, Texas 76201
855.812.4757 (Facsimile)

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The Parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

IN WITNESS, WHEREOF, the Parties enter into this Agreement on the 2nd day of August, 2021.

[signature page to follow]

CD COMPUTERS DBA LEWISVILLE CHARTER BOATS

By: _____
Curtis Timmins, Managing Partner

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, a Notary Public in and for the State of Texas, on this day, personally appeared Curtis Timmins, proved to me through his Texas Driver License _____ be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity so stated, and has express authority to do so.

Given under my hand and seal of office this _____ day of _____, 2021

Notary Public, State of Texas

TOWN OF HICKORY CREEK, TEXAS

By: Lynn C. Clark, Mayor
Town of Hickory Creek

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, a Notary Public in and for the State of Texas, on this day, personally appeared Lynn C. Clark, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021

Notary Public, State of Texas

CD Computers DBA Lewisville Charter Boats

2033 W. McDermott Ave

#320-190

Allen, TX 75013

July 28th, 2021

Town of Hickory Creek City Council

Hickory Creek, TX

Dear members of the city council:

Please accept this letter of application for a permit to operate a boat rental business in the Town of Hickory Creek, specifically Arrowhead Park.

Over the past 10 years, I, Curtis Timmins, have been captaining my own personal vessels on Lake Lewisville and have provided thousands of memorable experiences for family, friends, and coworkers. For the past year, I have been offering my personal vessel available for charter for the public. I believe that offering my vessel for public charter provides an opportunity to enjoy activities outdoors that may not have been otherwise available. I believe that every member of the community can benefit from access to an extremely safe, high-end boating experience on the great lakes of Texas.

I, Curtis Timmins, as the owner of the company, manage all operations for this business. I have 10 years of captaining and boating experience. I am licensed through the US Coast Guard and Texas Parks and Wildlife Department. I believe with my experience and detailed training and certification, I am extremely qualified to offer this experience for families or groups of friends to socialize and enjoy outdoor activities on the water. I especially believe that spending time outdoors and disconnecting from technology and social media is vital for the development of the youth in my area. My goal is to make Lake Lewisville an accessible option for boating. Rather than just a visual benefit, I can provide a service to those unable to make the extraordinary financial and timely investment to purchase and maintain a watercraft safely.

Lewisville Charter Boats provides an array of activities for our guests, including but not limited to: cruising around the lake, swimming, snorkeling, sun bathing, observing wildlife, and more. We acknowledge, as a commercial business, that the park is used for

recreational use first and foremost. We respect the city's purpose for this park and want to make a mutually beneficial agreement with the city that will benefit the community as well. I promise to follow all rules and regulations, ensuring safety is our first priority. You can find more information about our services at our website, www.lewisvillecharterboats.com.

Lewisville Charter Boats is requesting the approval of our application to permit our use of Arrowhead Park in a professional manner for the remainder of 2021 and into 2022. We are very grateful for the opportunity to conduct business on Lake Lewisville and in the City of Hickory Creek's public parks. We are very hopeful that you will see the importance of our services and will extend the opportunity to share our love for the water with others.

Please contact me with any questions, comments, or concerns as I understand this is a substantial decision for your city. I am happy to give any and all information that could help build credibility and integrity for my business.

I appreciate your consideration and look forward to the possibility of a lasting relationship with the city of Hickory Creek for years to come.

Sincerely,

Curtis Timmins

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

**A RESOLUTION OF THE TOWN OF HICKORY CREEK, TEXAS,
HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY
CREEK, TEXAS, TO ACCEPT A VOLUNTARY PETITION FOR
ANNEXATION OF 18.786 ACRES OF REAL PROPERTY LOCATED IN
THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, DENTON
COUNTY, TEXAS AND PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, the Town Council has been presented with a Voluntary Annexation Petition (hereinafter “Petition”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, having been executed by the landowner of the territory described in the Petition requesting that the Town extend its present municipal limits so as to include said territory; and

WHEREAS, upon full re-view and consideration of the Petition, and all matters attendant and related thereto, the Town Council is of the opinion that the Petition should be accepted.

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

Section 1: That the Town of Hickory Creek, Texas, hereby accepts the Petition.

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 2nd day of August, 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

**VOLUNTARY PETITION FOR ANNEXATION
TO THE TOWN OF HICKORY CREEK, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This Voluntary Petition for the Annexation of an area within the extraterritorial jurisdiction of the Town of Hickory Creek, Texas (the “Town”), is submitted by Reserve at Hickory Creek, LLC (the “Landowner”).

SECTION 1. The undersigned Landowner owns approximately 18.786 acres of real property, (the “Property”) located wholly within the extraterritorial jurisdiction (the “ETJ”) of the Town and not within the ETJ or corporate limit of any other town or city, which property is described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**, each attached hereto and made a part hereof for all purposes.

SECTION 2. The Town is a general-law municipality of the State of Texas, located in Denton County.

SECTION 3. The Landowner hereby petitions the Town Council of the Town to annex the Property into the corporate limits of the Town pursuant to Section 43.0671 of the Texas Local Government Code, as amended.

SECTION 4. Pursuant to Section 43.0671 of the Texas Local Government Code, as amended, the Town may annex an area if each owner of land in the area requests the annexation.

[Signature Page to Follow]

RESPECTFULLY SUBMITTED this 22 day of July 22, 2021.

LANDOWNER:

Reserve at Hickory Creek, LLC,

a Texas limited liability company

By: MSC AM, LLC,
a Texas limited liability company
Its: Manager

By: MARKETSPACE CAPITAL, LLC,
a Texas limited liability company
Its: Manager

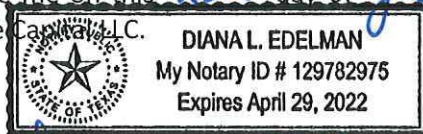
By: 
Name: David Rodarte
Its: Manager

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 22 day of July 2021
2021 by David Rodarte as Manager of MarketSpace Capital, LLC.





Notary, State of Texas

(NOTARY SEAL)

EXHIBIT A

Metes and Bounds 18.786 Acre Tract

BEING AN 18.786 ACRE TRACT OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND CONVEYED TO CTMGT TURBEVILLE, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN INSTRUMENT NO. 2011-121574, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID CTMGT TURBEVILLE, LLC TRACT, SAID CORNER BEING AT THE NORTHWEST CORNER OF LOT 33, BLOCK B, ENCLAVE OF HICKORY CREEK ADDITION, A PLATTED ADDITION TO THE CITY OF HICKORY CREEK, TEXAS, AS RECORDED IN DOC. NO. 2013-198, PLAT RECORDS, DENTON COUNTY, TEXAS;

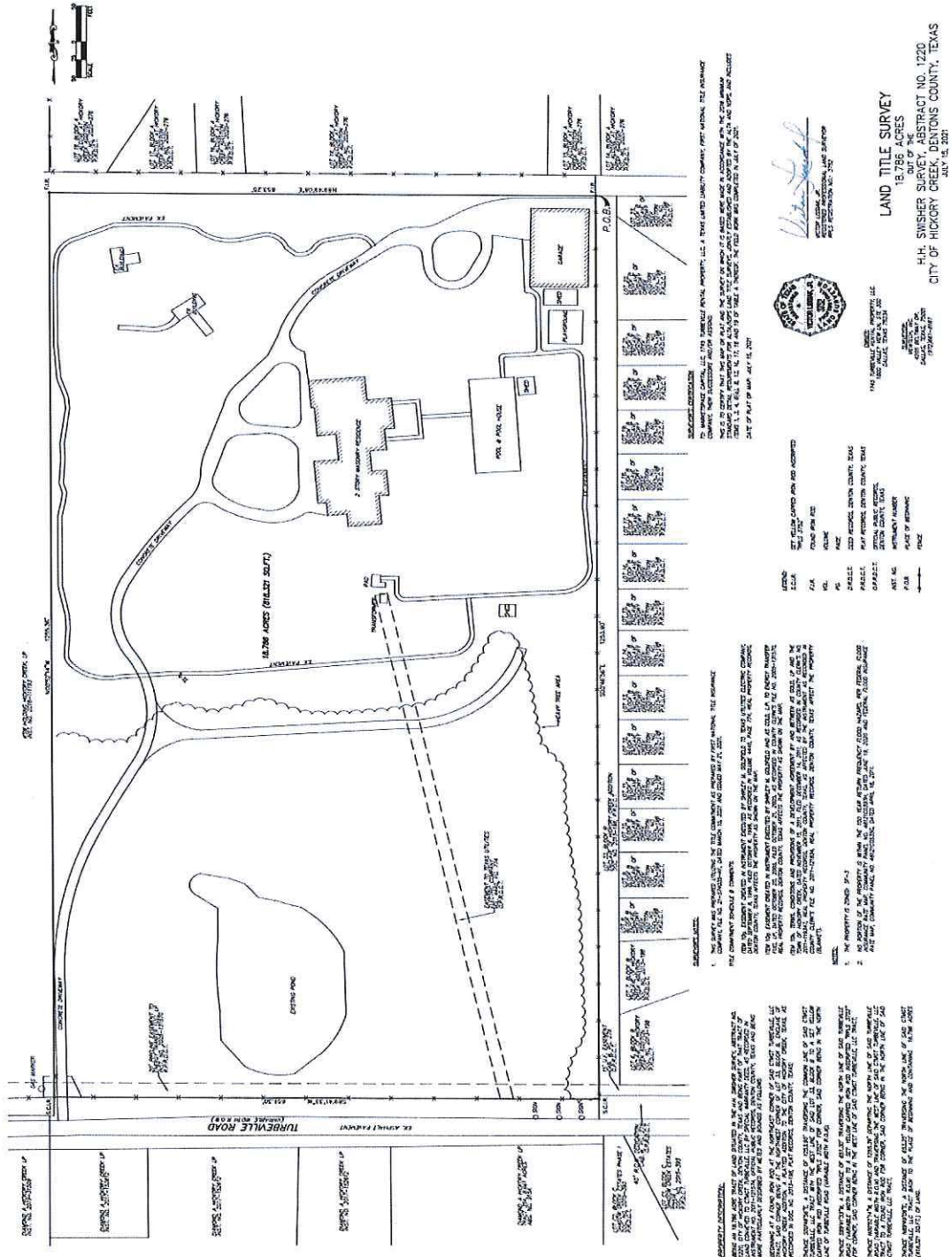
THENCE S00°46'56"E, A DISTANCE OF 1253.90' TRAVERSING THE COMMON LINE OF SAID CTMGT TURBEVILLE, LLC TRACT WITH THE WEST LINE OF SAID LOT 33, BLOCK B TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF TURBEVILLE ROAD (VARIABLE WIDTH R.O.W);

THENCE S89°41'33"W, A DISTANCE OF 651.30' TRAVERSING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 1255.36' DEPARTING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) AND TRAVERSING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N89°49'08"E, A DISTANCE OF 653.25' TRAVERSING THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT BACK TO THE PLACE OF BEGINNING AND CONTAINING 18.786 ACRES (818,321 SQ.FT.) OF LAND.

PROPERTY DEPICTION



**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF 18.786 ACRES OF CERTAIN PROPERTY LOCATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, DENTON COUNTY, TEXAS BY THE TOWN OF HICKORY CREEK, TEXAS AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SAID PUBLIC HEARING AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: On the 23rd day of August, 2021, at 6:00 p.m., in the Town Council Chamber of the Town Hall of the Town of Hickory Creek, Texas, the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the Town of Hickory Creek, Texas of the real property described on Exhibit A, which is incorporated herein for all purposes.

Section 2: The Mayor of the Town of Hickory Creek, Texas, is hereby authorized and directed to cause notice of such public hearings to be published once in a newspaper having general circulation in the Town and in the above-described territory not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 2nd day of August, 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

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
DENTON COUNTY
TOWN OF HICKORY CREEK

We, the undersigned officers of the Town of Hickory Creek (the "Town"), hereby certify as follows:

1. The Council convened in a special meeting on August 2, 2021, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Council, to wit:

Lynn Clark; Mayor	Paul Kenney; Mayor Pro Tem
Randy Gibbons; Councilmember Place 1	Richard DuPree; Councilmember Place 2
Chris Gordon; Councilmember Place 3	Ian Theodore; Councilmember Place 5

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ACCEPTING FOR FILING A LANDOWNER PETITION REQUESTING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; CALLING A PUBLIC HEARING TO CONSIDER THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

was duly introduced for the consideration of said Council. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried, with all members of said Council shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in said Council's minutes of said meeting; the above and foregoing paragraph is a true, full, and correct excerpt from said Council's minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Council as indicated therein; that each of the officers and members of said Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given all as required by the Texas Government Code, Chapter 551.

Certificate for Resolution (August 2, 2021)
Resolution Accepting Petition Requesting Creation of Reserve at Hickory Creek Public
Improvement District

3. The Town Council has approved and hereby approves the Resolution; and the Mayor and Town Secretary hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED ON AUGUST 2, 2021.

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

(TOWN SEAL)

Certificate for Resolution (August 2, 2021)
Resolution Accepting Petition Requesting Creation of Reserve at Hickory Creek Public
Improvement District

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK, TEXAS, ACCEPTING FOR FILING A
LANDOWNER PETITION REQUESTING THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT; CALLING A PUBLIC HEARING
TO CONSIDER THE CREATION OF A PUBLIC IMPROVEMENT
DISTRICT.**

WHEREAS, Chapter 372, Texas Local Government Code, as amended (the "Act"), authorizes the Town of Hickory Creek, Texas (the "Town") to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the Town; and

WHEREAS, a landowner petition, a copy of which is attached as Exhibit A (the "Petition"), was filed with the Town Secretary requesting the creation of the "Reserve at Hickory Creek Public Improvement District" (the "District") in accordance with the Act; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to accept the Petition and to call a public hearing (the "Public Hearing") at which the Town Council will consider the adequacy of the Petition and hear public testimony regarding the feasibility and advisability of creating the proposed District.

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

Section 1. The recitals set forth in this Resolution are true and correct and are incorporated as part of this Resolution.

Section 2. Town staff has reviewed the Petition and determined that the same complies with the requirements of the Act and the filing of the Petition is accepted.

Section 3. The Town Council calls the Public Hearing to consider the adequacy of the Petition and to hear public testimony on the feasibility and advisability of creating the proposed District to be held beginning at or after 6:00 P.M. on August 23, 2021 in the regular meeting place of the Town Council in the Council Chamber in the Town Hall located at 1075 Ronald Reagan Avenue, Hickory Creek, TX 75065. Attached hereto as Exhibit B is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved and the publication and mailing of such notice prior to this meeting is hereby ratified in order to avoid undue delays in the creation of the District. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District. The Public Hearing may be continued from time to time.

Section 4. The Town Secretary and the Town's Bond Counsel are hereby authorized and directed to give all notices of the Public Hearing as required by law, including notices required by the Texas Open Meetings Act and by the Act.

Section 5. Upon the closing of the Public Hearing, the Town Council may consider the adoption of a resolution creating the proposed District or may defer the adoption of such a resolution for up to six months. The creation of the proposed District is within the sole discretion of the Town Council and, in addition, is contingent upon the Town Council approving a development agreement relating to the development of the property within the proposed District.

Section 6. This Resolution shall become effective immediately from and after it is passed and approved.

Exhibit A to Resolution
PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT

THE STATE OF TEXAS

COUNTY OF DENTON

TO: THE TOWN COUNCIL OF HICKORY CREEK, TEXAS:

The undersigned petitioner (the “**Petitioner**”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, together with all amendments and additions thereto, petition this Honorable Town Council to create a public improvement district (“**District**”) in the territory described by metes and bounds in Exhibit A attached hereto (the “**Land**”) within the extra-territorial jurisdiction (ETJ) of the Town of Hickory Creek, Texas (the “**Town**”), and in support of this petition the Petitioner would present the following:

Section 1. Standing of Petitioner. The Petitioner is an owner of the Land within the District described below as determined by the current roll of the Denton County Appraisal District. The Petitioner constitutes the sole owner of taxable property within the District sufficient to meet the requirements of Section 372.005(b), Texas Local Government Code.

Section 2. General nature of the proposed public improvements. The general nature of the proposed public improvements to be provided by the District (collectively, the "Public Improvements"), which shall promote the interests of the Town and confer a special benefit upon the Land include: (a) acquisition, construction, and improvement of: (i) sidewalks, streets, other roadways, and their rights-of-way and noise barriers; (ii) water, wastewater, and drainage facilities and improvements; (iii) parks, trails, and recreational facilities; and (iv) projects similar to those listed above authorized by the Act; (b) acquisition, by purchase or otherwise, of real property, interests in real property, or contract rights in connection with each authorized improvement; (c) payment of costs, including, without limitation, engineering, permitting, and inspection, associated with developing and financing the public improvements listed in subparagraphs (a) and (b) above; (d) payment of costs associated with operating and maintaining the Public Improvements listed in subparagraphs (a) and (b) above; and (e) payment of expenses incurred in the establishment, administration, and operation of the District as well as the costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in subparagraphs (a) through (d) above.

Section 3. Estimated cost of the proposed public improvements. \$22,000,000.00, plus the annual cost of operation and administrative expenses as well as any costs associated with the creation of the District, the issuance of bonds, including interest, or the preparation of documentation related thereto.

Section 4. Boundaries. The proposed boundaries are described in the boundary description attached as Exhibit A.

Section 5. Method of assessment. The proposed method of assessment shall be based upon (i) an equal apportionment per lot or per square foot of property benefiting from the public improvements, as determined by the Town Council, (ii) the *ad valorem* taxable value of the property benefiting from the improvements, or (iii) any combination thereof. If the Town allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Public Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness on those Public Improvements (including interest).

Section 6. Apportionment of cost. All of the costs of the Public Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner. The Town will not be obligated to provide any funds to finance the proposed improvements except from assessments on property within the District.

Section 7. Management of the District. The management of the District will be the ultimate responsibility of the Town Council of the Town; provided that, to the extent allowed by law, the Town may initially contract with a private sector company or a Town established local government corporation to carry out all or a part of such Town responsibilities, as well as the day-to-day management and administration of the District.

Section 8. Concurrence of the Petitioner. The Petitioner signing this petition concurs in and requests the establishment of the District.

Section 9. Advisory board. The Petitioner proposes that the District be established and managed without the creation of an advisory body.

This petition shall be filed with the Town Secretary in support of the creation of the District by the Town Council as herein provided.

PETITIONER

RESERVE AT HICKORY CREEK, LLC
a Texas limited liability company

BY: MSC AM, LLC
a Texas limited liability company
ITS: MANAGER

BY: MARKETSPACE CAPITAL LLC
a Texas limited liability company
ITS: MANAGER

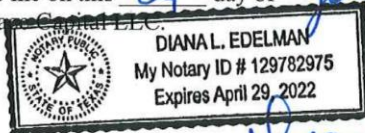
By:



David Rodarte
Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 21 day of July 2021
2021 by David Rodarte as Manager for MarketSpace Capital LLC.



Notary, State of Texas

(NOTARY SEAL)

EXHIBIT A

PROPERTY DESCRIPTION:

BEING AN 18.786 ACRE TRACT OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND CONVEYED TO CTMGT TURBEVILLE, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN INSTRUMENT NO. 2011-121574, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID CTMGT TURBEVILLE, LLC TRACT, SAID CORNER BEING AT THE NORTHWEST CORNER OF LOT 33, BLOCK B, ENCLAVE OF HICKORY CREEK ADDITION, A PLATTED ADDITION TO THE CITY OF HICKORY CREEK, TEXAS, AS RECORDED IN DOC. NO. 2013-198, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S00°46'56"E, A DISTANCE OF 1253.90' TRAVERSING THE COMMON LINE OF SAID CTMGT TURBEVILLE, LLC TRACT WITH THE WEST LINE OF SAID LOT 33, BLOCK B TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF TURBEVILLE ROAD (VARIABLE WIDTH R.O.W);

THENCE S89°41'33"W, A DISTANCE OF 651.30' TRAVERSING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 1255.36' DEPARTING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) AND TRAVERSING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N89°49'08"E, A DISTANCE OF 653.25' TRAVERSING THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT BACK TO THE PLACE OF BEGINNING AND CONTAINING 18.786 ACRES (818,321 SQ.FT.) OF LAND.

Exhibit B to Resolution

NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the Town Council of the Town of Hickory Creek, Texas (the "Town"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by Reserve at Hickory Creek, LLC (the "Petitioner"), requesting that the Town create the Reserve at Hickory Creek Public Improvement District (the "District") to include property owned by the Petitioner located in the extraterritorial jurisdiction of the Town.

Time and Place of Public Hearing. The public hearing will start at or after 6:00 P.M. on August 23, 2021 in the regular meeting place of the Town Council in the Council Chamber in the Town Hall located at 1075 Ronald Reagan Avenue, Hickory Creek, TX 75065.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the "Act") that are necessary for the development of the property within the District, which will include: (a) acquisition, construction, and improvement of: (i) sidewalks, streets, other roadways, and their rights-of-way and noise barriers; (ii) water, wastewater, and drainage facilities and improvements; (iii) parks, trails, and recreational facilities; and (iv) projects similar to those listed above authorized by the Act; (b) acquisition, by purchase or otherwise, of real property, interests in real property, or contract rights in connection with each authorized improvement; (c) payment of costs, including, without limitation, engineering, permitting, and inspection, associated with developing and financing the public improvements listed in subparagraphs (a) and (b) above; (d) payment of costs associated with operating and maintaining the improvements listed in subparagraphs (a) and (b) above; and (e) payment of expenses incurred in the establishment, administration, and operation of the District as well as the costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in subparagraphs (a) through (d) above (the "Authorized Improvements").

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$22,000,000.

Proposed District Boundaries. The District is proposed to include approximately 19 acres of land described by a metes and bounds description attached hereto.

Proposed Method of Assessment. The Town shall levy an assessment on each parcel within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Proposed Apportionment of Cost between the District and Town. The Town will not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

METES AND BOUNDS DESCRIPTION OF THE DISTRICT

BEING AN 18.786 ACRE TRACT OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND CONVEYED TO CTMGT TURBEVILLE, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN INSTRUMENT NO. 2011-121574, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID CTMGT TURBEVILLE, LLC TRACT, SAID CORNER BEING AT THE NORTHWEST CORNER OF LOT 33, BLOCK B, ENCLAVE OF HICKORY CREEK ADDITION, A PLATTED ADDITION TO THE CITY OF HICKORY CREEK, TEXAS, AS RECORDED IN DOC. NO. 2013-198, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S00°46'56"E, A DISTANCE OF 1253.90' TRAVERSING THE COMMON LINE OF SAID CTMGT TURBEVILLE, LLC TRACT WITH THE WEST LINE OF SAID LOT 33, BLOCK B TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF TURBEVILLE ROAD (VARIABLE WIDTH R.O.W);

THENCE S89°41'33"W, A DISTANCE OF 651.30' TRAVERSING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 1255.36' DEPARTING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) AND TRAVERSING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N89°49'08"E, A DISTANCE OF 653.25' TRAVERSING THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT BACK TO THE PLACE OF BEGINNING AND CONTAINING 18.786 ACRES (818,321 SQ.FT.) OF LAND.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, PROPOSING A TAX WHICH REPRESENTS THE NO-NEW-REVENUE TAX RATE FOR 2021; SETTING A DATE, TIME AND PLACE TO ADOPT THE 2021 TAX RATE.

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

WHEREAS, the Town Council proposes a tax rate which represents the No-New-Revenue Tax Rate; providing the Town with same amount of tax revenue as the prior year from existing property plus additional tax revenue from any new properties.

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

Section 1: The Town Council proposes a tax rate for the 2021 tax year of \$0.307280 per \$100 per valuation which represents the No-New-Revenue Tax Rate.

Section 2: The Town Council hereby approves the placement of an item on the September 13, 2021 Town Council special meeting agenda to vote to adopt the proposed tax rate of \$.307280 per \$100 valuation, said meeting to be held at 6:00 p.m. in the Town Council Chambers of the Town Hall of the Town of Hickory Creek, Texas.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 2nd day of August, 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

2021-2022 Fiscal Year Proposed Budget

August 2, 2021

	2019-20 FY Actuals	2020-21 FY Actuals as of 6/30/21	2020-21 FY Adopted Budget 8/24/20	2020-21 FY Amended Budget 4/26/2021	2021-22 FY Proposed Budget	Variations from 2020-2021 FY Adopted Budget
Ad Valorem Tax Revenue						
4002 M&O	1,208,899.90	1,284,483.88	1,312,360.00	1,312,360.00	1,484,251.00	
4004 M&O Penalties & Interest	8,872.10	2,590.73	4,500.00	2,500.00	2,500.00	
4006 Delinquent M&O	16,123.15	-5,572.54	5,000.00	1,000.00	1,000.00	
4008 I&S Debt Service	802,348.86	787,119.29	804,368.00	804,368.00	805,976.00	
4010 I&S Penalties & Interest	6,610.39	1,350.98	2,500.00	1,000.00	1,500.00	
4012 Delinquent I&S	13,302.74	-3,931.64	4,000.00	500.00	500.00	
Total Ad Valorem Tax Revenue	2,056,157.14	2,066,040.70	2,132,728.00	2,121,728.00	2,295,727.00	7.64%
Building Department Revenue						
4102 Building Permits	689,064.76	1,116,154.70	350,000.00	1,050,000.00	750,000.00	
4104 Certificate of Occupancy	400.00	24,575.00	500.00	23,000.00	25,000.00	
4106 Contractor Registration	6,650.00	7,475.00	5,000.00	6,000.00	6,500.00	
4108 Preliminary/ Final Plat	11,881.45	4,250.00	0.00	4,250.00	0.00	
4110 Preliminary/Final Site Plan	700.00	1,200.00	0.00	1,200.00	0.00	
4112 Health Inspections	9,200.00	9,660.00	10,000.00	10,000.00	10,000.00	
4122 Septic Permits	0.00	3,400.00	0.00	3,000.00	1,000.00	
4124 Sign Permits	1,720.00	785.00	1,600.00	1,600.00	1,000.00	
4126 Special Use Permit	500.00	0.00	200.00	200.00	200.00	
4128 Variance Fee	1,000.00	4,000.00	500.00	2,000.00	2,000.00	
4130 Vendor Fee	0.00	0.00	75.00	75.00	75.00	
4132 Alarm Permit Fees	1,250.00	525.00	1,200.00	650.00	500.00	
Total Building Department Revenue	722,366.21	1,172,024.70	369,075.00	1,101,975.00	796,275.00	115.75%
Franchise Fee Revenue						
4202 Atmos Energy	40,003.43	42,494.30	40,500.00	42,495.00	46,000.00	
4204 Charter Communications	39,622.63	30,766.52	39,000.00	39,000.00	42,900.00	
4206 Century Link	1,695.19	1,392.00	1,500.00	1,500.00	1,500.00	
4208 CoServ	4,705.73	3,560.68	4,200.00	4,200.00	4,700.00	
4210 Oncor Electric	137,818.62	141,370.64	138,000.00	141,371.00	155,500.00	
4212 Republic Services	40,340.92	39,043.15	44,500.00	47,000.00	48,000.00	
Total Franchise Fee Revenue	264,186.52	258,627.29	267,700.00	275,566.00	298,600.00	11.54%
Interest Revenue						
4302 Animal Shelter Interest	123.67	15.07	0.00	12.00	21-22 Deletion	
4308 Drug Forfeiture Interest	0.98	0.71	0.00	1.00	21-22 Deletion	
4310 Drug Seizure Interest	0.70	1.59	0.00	1.00	21-22 Deletion	
4314 Logic Investment Interest	52,727.16	6,600.37	45,600.00	7,500.00	21-22 Deletion	
4320 Logic Street/Road Improvements	1,929.28	17.99	1,100.00	50.00	21-22 Deletion	
4322 Logic Turbeville Road	2,528.00	107.46	950.00	150.00	21-22 Deletion	
4326 PD State Training Interest	2.60	1.93	0.00	2.00	21-22 Deletion	
4328 Logic Harbor/Sycamore Bend	39.23	47.17	0.00	50.00	21-22 Deletion	
4330 General Fund Interest	21-22 Addition	21-22 Addition	21-22 Addition	21-22 Addition	100.00	
4332 Investment Interest	21-22 Addition	21-22 Addition	21-22 Addition	21-22 Addition	7,500.00	
Total Interest Revenue	57,351.62	6,792.29	47,650.00	7,766.00	7,600.00	-84.05%

Town of Hickory Creek

2021-2022 Fiscal Year Proposed Budget

August 2, 2021

	2019-20 FY Actuals	2020-21 FY Actuals as of 6/30/21	2020-21 FY Adopted Budget 8/24/20	2020-21 FY Amended Budget 4/26/2021	2021-22 FY Proposed Budget	Variations from 2020-2021 FY Adopted Budget
Interlocal Revenue						
4402 Corp Contract Current Year	41,505.28	12,212.48	41,500.00	47,293.00	45,500.00	
Total Interlocal Revenue	41,505.28	12,212.48	41,500.00	47,293.00	45,500.00	9.64%
Miscellaneous Revenue						
4502 Animal Adoption & Impound	10,650.00	9,602.45	8,600.00	8,600.00	10,600.00	
4506 Animal Shelter Donations	685.80	1,906.13	500.00	1,500.00	1,500.00	
4508 Annual Park Passes	24,733.34	23,730.19	20,000.00	20,000.00	25,000.00	
4510 Arrowhead Park Fees	42,702.00	43,458.00	22,000.00	22,000.00	40,000.00	
4512 Beer & Wine Permit	0.00	30.00	150.00	150.00	150.00	
4516 Corp Parks Fund Reserve	0.00	0.00	36,500.00	44,500.00	0.00	
4518 Drug Forfeiture	0.00	0.00	0.00	0.00	0.00	
4520 Drug Seizure	28.00	3,904.00	0.00	3,904.00	0.00	
4522 EDC Payment/Ronald Reagan	0.00	0.00	45,778.00	45,778.00	45,778.00	
4524 Fund Balance Reserve	0.00	0.00	224,210.00	75,600.00	0.00	
4526 Mineral Rights	0.00	652.87	0.00	0.00	500.00	
4528 NSF Fees	0.00	20-21 Deletion	20-21 Deletion	20-21 Deletion	20-21 Deletion	
4530 Other Receivables	116,504.01	320,901.67	48,000.00	250,000.00	152,000.00	
4534 PD State Training	1,296.51	1,184.79	0.00	1,185.00	0.00	
4536 Point Vista Park Fees	12,186.00	9,967.75	6,500.00	6,500.00	12,000.00	
4546 Street Improvement Restricted	0.00	0.00	650,000.00	0.00	430,000.00	
4550 Sycamore Bend Park Fees	31,694.00	32,642.50	15,000.00	15,000.00	30,000.00	
4554 Building Security Fund Reserve	0.00	0.00	5,000.00	5,000.00	0.00	
4556 Court Technology Fund Reserve	0.00	0.00	0.00	0.00	0.00	
4558 Harbor Lane/Sycamore Bend	0.00	12,250.00	0.00	8,750.00	0.00	
4560 2020 CO Proceeds	20-21 Addition	0.00	0.00	197,405.00	0.00	
Total Miscellaneous Revenue	240,479.66	460,230.35	1,082,238.00	705,872.00	747,528.00	-30.93%
Municipal Court Revenue						
4602 Building Security Fee	14,674.67	12,914.57	9,270.00	9,270.00	9,270.00	
4604 Citations	466,283.77	399,761.00	450,000.00	450,000.00	450,000.00	
4606 Court Technology	14,506.78	10,732.39	12,115.00	12,115.00	12,115.00	
4608 Jury Fee	196.50	242.73	150.00	150.00	200.00	
4610 Truancy Fee	9,827.60	12,140.67	5,000.00	5,000.00	0.00	
4612 State Court Costs	268,246.44	241,717.00	208,000.00	208,000.00	250,000.00	
4614 Child Safety Fees	645.76	800.00	750.00	750.00	800.00	
Total Municipal Court Revenue	774,381.52	678,308.36	685,285.00	685,285.00	722,385.00	5.41%
Sales Tax Revenue						
4702 Sales Tax General Fund	1,365,696.34	1,119,543.55	1,237,500.00	1,237,500.00	1,662,500.00	
4706 Sales Tax 4B Corporation	455,232.12	373,181.20	412,500.00	412,500.00	237,500.00	
4708 Sales Tax Mixed Beverage	8,299.61	21,175.80	7,000.00	16,000.00	30,000.00	
Total Sales Tax Revenue	1,829,228.07	1,513,900.55	1,657,000.00	1,666,000.00	1,930,000.00	16.48%
Total Revenue	5,985,656.02	6,168,136.72	6,283,176.00	6,611,485.00	6,843,615.00	8.92%

Town of Hickory Creek

2021-2022 Fiscal Year Proposed Budget

August 2, 2021

		2020-21 FY Actuals as of 6/30/21	2020-21 FY Adopted Budget 8/24/20	2020-21 FY Amended Budget 4/26/21	2021-22 FY Proposed Budget	Variations from 2020-2021 FY Adopted Budget
Capital Outlay Expense						
5010 Street Maintenance	2019-20 FY Actuals 11,218.26	13,817.45	25,000.00	25,000.00	25,000.00	
5012 Streets & Road Improvement	591,424.96	186,977.17	650,000.00	650,000.00	430,000.00	
5022 Parks and Rec Improvements	38,145.00	0.00	0.00	0.00	0.00	
5024 Public Safety Improvements	168,335.03	1,884.05	0.00	2,000.00	42,500.00	
5026 Fleet	5,092.15	15,056.52	52,000.00	52,000.00	82,000.00	
5028 Turbeville/Point Vista Construction	-221,073.39	20-21 Deletion	20-21 Deletion	20-21 Deletion	20-21 Deletion	
5030 Sycamore Bend Construction	0.00	229,405.00	0.00	197,405.00	0.00	
Total Capital Outlay	593,142.01	447,140.19	727,000.00	926,405.00	579,500.00	-20.29%
Debt Service Expense						
5106 2012 Refunding Bond Series	267,551.36	6,157.11	267,258.00	267,258.00	267,004.00	
5110 2015 Refunding Bond Series	311,366.67	54,775.00	314,550.00	314,550.00	308,400.00	
5112 2015 C.O. Series	275,966.66	58,075.00	276,150.00	276,150.00	276,350.00	
5114 2020 C.O. Series	20-21 Addition	27,137.50	207,575.00	207,575.00	204,950.00	
Total Debt Service	854,884.69	146,144.61	1,065,533.00	1,065,533.00	1,056,704.00	-0.83%
General Government Expense						
5202 Bank Service Charges	46.00	15.00	50.00	50.00	25.00	
5204 Books & Subscriptions	221.25	0.00	300.00	300.00	300.00	
5206 Computer Hardware/Software	12,061.68	15,509.76	108,000.00	108,000.00	106,222.00	
5208 Copier Rental	3,681.93	2,686.03	2,500.00	2,500.00	3,000.00	
5210 Dues & Memberships	1,990.91	2,654.81	2,000.00	2,500.00	3,000.00	
5212 EDC Tax Payment	455,232.12	373,181.20	412,500.00	412,500.00	237,500.00	
5214 Election Expenses	0.00	1,033.47	12,500.00	12,500.00	7,500.00	
5216 Volunteer/Staff Events	6,662.94	8,504.74	6,500.00	10,500.00	10,500.00	
5218 General Communications	17,794.23	11,731.16	16,000.00	16,000.00	28,000.00	
5222 Office Supplies & Equip.	2,364.52	2,679.06	2,500.00	2,500.00	5,000.00	
5224 Postage	5,140.90	5,870.40	4,000.00	5,800.00	5,800.00	
5226 Community Cause	3,031.96	1,093.70	3,000.00	3,000.00	3,000.00	
5228 Town Council/Board Expense	4,516.75	1,124.05	5,500.00	5,500.00	3,500.00	
5230 Training & Education	658.00	670.00	1,500.00	1,500.00	1,500.00	
5232 Travel Expense	920.89	371.38	1,500.00	1,500.00	1,500.00	
5234 Staff Uniforms	1,278.12	975.92	950.00	1,000.00	1,000.00	
Total General Government	515,602.20	428,100.68	579,300.00	585,650.00	417,347.00	-27.96%
Municipal Court Expense						
5302 Books & Subscriptions	73.75	0.00	75.00	75.00	75.00	
5304 Building Security	5,568.25	3,653.40	9,270.00	9,270.00	9,270.00	
5312 Court Technology	10,940.43	15,025.45	12,115.00	12,115.00	12,115.00	
5314 Dues & Memberships	230.00	0.00	200.00	200.00	120.00	
5318 Merchant Fees/Credit Cards	-2,516.68	-1,112.15	0.00	0.00	0.00	
5322 Office Supplies/Equipment	1,430.52	1,027.37	1,200.00	1,200.00	1,200.00	
5324 State Court Costs	269,469.04	235,691.48	245,000.00	245,000.00	250,000.00	
5326 Training & Education	200.00	355.00	500.00	500.00	100.00	
5328 Travel Expense	0.00	0.00	500.00	500.00	500.00	
5332 Warrants Collected	-768.10	-4,465.75	0.00	0.00	0.00	
Total Municipal Court	284,627.21	250,174.80	268,860.00	268,860.00	273,380.00	1.68%

Town of Hickory Creek

2021-2022 Fiscal Year Proposed Budget

August 2, 2021

		2020-21 FY Actuals as of 6/30/21	2020-21 FY Adopted Budget 8/24/20	2020-21 FY Amended Budget 4/26/21	2021-22 FY Proposed Budget	Variations from 2020-2021 FY Adopted Budget
Parks and Recreation Expense	2019-20 FY Actuals					
5402 Events	79.42	0.00	1,000.00	1,000.00	2,000.00	
5408 Tanglewood Park	1,565.07	3,446.04	1,500.00	6,000.00	2,000.00	
5412 KHCB	274.00	516.25	500.00	500.00	500.00	
5414 Tree City USA	1,019.80	0.00	1,500.00	1,500.00	500.00	
5416 Town Hall Park	0.00	0.00	0.00	0.00	75,000.00	
Total Parks and Recreation	2,938.29	3,962.29	4,500.00	9,000.00	80,000.00	1677.78%
Parks Corps of Engineer Expense						
5412 Arrowhead	11,722.93	6,640.79	60,000.00	60,000.00	47,250.00	
5414 Harbor Grove	41,404.87	1,114.94	15,000.00	15,000.00	5,000.00	
5416 Point Vista	7,325.10	6,548.96	5,000.00	5,000.00	7,500.00	
5418 Sycamore Bend	125,783.89	23,752.98	20,000.00	28,000.00	47,250.00	
Total Parks Corps of Engineer	186,236.79	38,057.67	100,000.00	108,000.00	107,000.00	7.00%
Personnel Expense						
5502 Administration Wages	300,716.68	249,544.26	314,055.00	321,455.00	474,280.00	
5504 Municipal Court Wages	110,986.57	90,401.07	122,640.00	116,755.00	21-22 Deletion	
5506 Police Wages	568,551.33	584,710.16	797,635.00	815,035.00	983,721.00	
5507 Police Overtime Wages	9,856.99	4,921.89	8,000.00	8,000.00	10,000.00	
5508 Public Works Wages	190,757.41	150,633.57	205,748.00	198,480.00	204,506.00	
5509 Public Works Overtime Wages	1,061.86	890.41	1,600.00	1,600.00	1,200.00	
5510 Health Insurance	183,108.05	170,975.37	227,370.00	227,370.00	261,200.00	
5512 Longevity	10,681.00	11,796.00	12,225.00	11,796.00	13,076.00	
5514 Payroll Expense	22,744.40	19,520.00	20,000.00	22,000.00	22,000.00	
5516 Employment Exams	1,555.00	1,013.80	2,500.00	2,500.00	2,500.00	
5518 Retirement (TMRS)	127,618.91	142,622.28	191,225.00	192,195.00	239,305.00	
5520 Unemployment (TWC)	3,896.45	3,502.88	3,600.00	3,600.00	6,048.00	
5522 Workman's Compensation	20,968.30	25,720.00	25,500.00	25,720.00	27,000.00	
Total Personnel	1,552,502.95	1,456,251.69	1,932,098.00	1,946,506.00	2,244,836.00	16.19%
Police Department Expense						
5602 Auto Gas & Oil	21,232.14	19,236.39	20,000.00	20,000.00	22,000.00	
5606 Auto Maintenance & Repair	39,698.61	15,502.20	25,000.00	25,000.00	15,000.00	
5610 Books & Subscriptions	503.64	330.00	500.00	500.00	500.00	
5612 Computer Hardware/Software	61,728.44	30,408.46	45,000.00	45,000.00	35,000.00	
5614 Crime Lab Analysis	1,692.72	2,587.50	2,000.00	3,000.00	3,000.00	
5616 Drug Forfeiture	1,530.90	0.00	0.00	0.00	0.00	
5618 Dues & Memberships	337.00	300.00	500.00	500.00	500.00	
5626 Office Supplies/Equipment	1,910.78	1,815.06	1,800.00	1,800.00	1,800.00	
5630 Personnel Equipment	33,232.26	26,793.64	25,000.00	25,000.00	22,000.00	
5634 Travel Expense	1,114.93	1,696.83	3,000.00	3,000.00	2,500.00	
5636 Uniforms	8,011.58	5,527.19	6,000.00	6,000.00	6,000.00	
5640 Training & Education	4,637.86	4,101.95	7,500.00	7,500.00	7,500.00	
5644 Citizens on Patrol	0.00	0.00	500.00	500.00	500.00	
5646 Community Outreach	-2,576.71	418.27	1,000.00	100.00	700.00	
5648 K9 Unit	672.79	2,277.73	1,500.00	2,200.00	2,000.00	
Total Police Department	173,726.94	110,995.22	139,300.00	140,100.00	119,000.00	-14.57%

Town of Hickory Creek

2021-2022 Fiscal Year Proposed Budget

August 2, 2021

		2020-21 FY Actuals as of 6/30/21	2020-21 FY Adopted Budget 8/24/20	2020-21 FY Amended Budget 4/26/21	2021-22 FY Proposed Budget	Variations from 2020-2021 FY Adopted Budget
Public Works Department Expense	2019-20 FY Actuals					
5702 Animal Control Donation	0.00	0.00	500.00	1,500.00	1,500.00	
5704 Animal Control Equipment	399.99	138.42	600.00	600.00	500.00	
5706 Animal Control Supplies	967.51	615.70	1,000.00	1,000.00	900.00	
5708 Animal Control Vet Fees	9,771.75	4,855.31	7,500.00	7,500.00	6,000.00	
5710 Auto Gas & Oil	13,198.78	11,378.54	9,500.00	10,500.00	20,000.00	
5714 Auto Maintenance/Repair	14,979.80	17,419.04	5,000.00	20,000.00	5,000.00	
5716 Beautification	538.55	8,591.98	95,000.00	95,000.00	25,000.00	
5718 Computer Hardware/Software	845.00	725.48	1,000.00	1,000.00	1,000.00	
5720 Dues & Memberships	338.00	0.00	350.00	350.00	350.00	
5722 Equipment	45,196.36	4,795.62	5,000.00	5,000.00	25,000.00	
5724 Equipment Maintenance	7,885.57	7,795.43	6,000.00	6,000.00	6,000.00	
5726 Equipment Rental	3,639.44	0.00	4,500.00	4,500.00	2,500.00	
5728 Equipment Supplies	8,531.45	5,042.43	6,500.00	6,500.00	5,000.00	
5732 Office Supplies/Equipment	956.09	453.93	500.00	500.00	500.00	
5734 Communications	4,538.05	3,050.86	3,800.00	3,800.00	3,800.00	
5738 Training	0.00	600.00	800.00	900.00	800.00	
5740 Travel Expense	550.76	0.00	1,000.00	100.00	1,000.00	
5742 Uniforms	2,457.29	1,258.80	2,600.00	2,600.00	2,200.00	
5748 Landscaping Services	70,178.92	34,162.81	140,000.00	140,000.00	110,000.00	
Total Public Works Department	184,973.31	100,884.35	291,150.00	307,350.00	217,050.00	-25.45%
Services Expense						
5802 Appraisal District	9,274.80	12,315.37	12,400.00	12,400.00	12,400.00	
5804 Attorney Fees	44,344.81	28,765.02	60,000.00	60,000.00	66,000.00	
5806 Audit	13,500.00	13,500.00	14,500.00	13,500.00	13,500.00	
5808 Codification	0.00	1,586.47	2,400.00	2,400.00	2,000.00	
5812 Document Management	802.99	0.00	600.00	600.00	0.00	
5814 Engineering	56,908.31	91,839.43	115,000.00	115,000.00	145,000.00	
5816 General Insurance	34,680.24	35,426.64	34,681.00	35,427.00	37,250.00	
5818 Inspections	122,544.00	150,864.00	56,000.00	135,000.00	108,800.00	
5820 Fire Service	613,633.00	613,633.00	615,000.00	615,000.00	970,692.00	
5822 Legal Notices/Advertising	4,624.15	2,019.60	2,500.00	2,500.00	2,500.00	
5824 Library Services	428.75	700.85	500.00	650.00	600.00	
5826 Municipal Judge	12,240.00	9,180.00	13,000.00	13,000.00	13,800.00	
5828 Printing	925.28	1,464.37	1,500.00	1,500.00	1,500.00	
5830 Tax Collection	2,471.00	2,488.00	3,000.00	3,000.00	2,700.00	
5832 Computer Technical Support	37,479.13	41,415.00	41,750.00	41,500.00	41,525.00	
5838 Denton County Children's Advocacy	-1,597.07	1,964.41	2,172.00	2,172.00	1,000.00	
5840 Denton County Dispatch	29,387.00	0.00	29,632.00	29,632.00	30,808.00	
5844 Helping Hands	0.00	0.00	200.00	200.00	200.00	
5846 Span Transit Services	0.00	0.00	100.00	100.00	100.00	
5848 DCFOF	0.00	20-21 Deletion	20-21 Deletion	20-21 Deletion	20-21 Deletion	
Total Services	981,646.39	1,007,162.16	1,004,935.00	1,083,581.00	1,450,375.00	44.33%

Town of Hickory Creek
2021-2022 Fiscal Year Proposed Budget
August 2, 2021

	2019-20 FY Actuals	2020-21 FY Actuals as of 6/30/21	2020-21 FY Adopted Budget 8/24/20	2020-21 FY Amended Budget 4/26/21	2021-22 FY Proposed Budget	Variations from 2020-2021 FY Adopted Budget
Special Events						
6004 Fourth of July Celebration	677.31	6,395.34	7,000.00	7,000.00	7,000.00	
6008 Tree Lighting	6,994.49	2,356.24	6,000.00	6,000.00	6,000.00	
6010 Arts and Cultural Events					5,000.00	
Total Special Events	7,671.80	8,751.58	13,000.00	13,000.00	18,000.00	38.46%
Utilities & Maintenance Expense						
5902 Bldg. Maintenance/Supplies	131,119.65	45,368.33	65,000.00	65,000.00	168,223.00	
5904 Electric	19,563.50	20,131.15	20,000.00	20,000.00	27,000.00	
5906 Gas	1,383.54	1,619.36	1,500.00	1,500.00	1,700.00	
5908 Street Lighting	37,360.87	29,302.82	33,000.00	33,000.00	38,000.00	
5910 Telephone	35,064.72	28,763.93	28,000.00	28,000.00	35,000.00	
5912 Water	10,481.20	6,205.37	10,000.00	10,000.00	10,500.00	
Total Utilities & Maintenance	234,973.48	131,390.96	157,500.00	157,500.00	280,423.00	78.05%
Total Expense	5,572,926.06	4,129,016.20	6,283,176.00	6,611,485.00	6,843,615.00	8.92%
Net Ordinary Income	412,729.96	2,039,120.52	0.00	0.00	0.00	

**-TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0802-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK, TEXAS SETTING A DATE, TIME AND PLACE FOR
A PUBLIC HEARING ON THE 2021-2022 FISCAL YEAR PROPOSED
BUDGET; SETTING A DATE, TIME AND PLACE TO ADOPT THE
BUDGET.**

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

WHEREAS, the Town Council shall hold a public hearing on the 2021-2022 Fiscal Year Budget in accordance with Texas Local Government Code § 102.006 (a); and

WHEREAS, at the conclusion of the public hearing the Town Council shall take action on the proposed budget in accordance with Texas Local Government Code § 102.007 (a.)

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

Section 1: On the 23rd day of August 2021, at 6:00 p.m. the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the 2021-2022 Fiscal Year Proposed Budget in the Town Council Chambers of the Town Hall of the Town of Hickory Creek, Texas.

Section 2: The Mayor of the Town of Hickory Creek, Texas, or designee is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation within the Town not earlier than the 30th or later than the 10th day before the hearing.

Section 3: The Town Council hereby approves the placement of an item on the August 23, 2021 Town Council regular meeting agenda to vote to adopt the 2021-2022 Fiscal Year Budget.

Section 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 2nd day of August, 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