



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
REMOTE MEETING
1-888-475-4499 MEETING ID: 838 9231 3957
MONDAY, AUGUST 24, 2020, 6:00 PM**

AGENDA

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location. [Remote Meeting Participation Information.](#)

Call to Order

Roll Call

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

Invocation

Proclamations

1. September 2020 as "Live United Month"

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. Please submit a [Public Comment Form](#) at least five minutes prior to the meeting.

Public Comment

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

Executive Session

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

Section 551.071

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

2. A request from Thousand Hills Church for a Special Use Permit to retrofit the existing building on the property located at 8380 S. Stemmons to be utilized as a church and consider and act on the same. The property is legally described as A1163A J.W. Simmons, Tract 27A, Town of Hickory Creek, Denton County, Texas.
3. Denton County Cause No. 20-2272-462

Reconvene into Open Session

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

Consent Agenda

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

- [5.](#) July 2020 Council Meeting Minutes
- [6.](#) July 2019 Financial Statements
- [7.](#) 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 2020-2021.
- [8.](#) Consider and act on acceptance of rates from Dental Select for town employee dental coverage for Fiscal Year 2020-2021.
- [9.](#) Consider and act on acceptance of rates from EyeMed for town employee vision coverage for Fiscal Year 2020-2021.
- [10.](#) 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 for information technology services by and between the Town of Hickory Creek and MiTech Services, L.L.C.

Regular Agenda

- [11.](#) Conduct a public hearing regarding a request from Thousand Hills Church for a Special Use Permit to retrofit the existing building on the property located at 8380 S. Stemmons to be utilized as a church and consider and act on the same. The property is legally described as A1163A J.W. Simmons, Tract 27A, Town of Hickory Creek, Denton County, Texas.

12. Conduct a public hearing regarding a request from Darryl Moore on behalf of Eagle Marine for a Special Use Permit for a Pro Shop and Dealership for the display and sales of boats and accessories with exterior boat storage at 6060 S. Stemmons Freeway Suite 300 and consider and act on the same. The property is legally described as Lake Cities Polaris Addition Lot 1, 2 and 3, Town of Hickory Creek, Denton County, Texas.
13. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a developer agreement by and between the Town of Hickory Creek, Texas and Lennon II Family Limited Partnership.
14. Consider and act on an ordinance annexing the hereinafter described territory to Town of Hickory Creek, Denton County, Texas, and extending the boundary limits of said Town so as to include a certain 35.580 acre tract or tracts situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas within said town limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the town; adopting a written service agreement; and providing an effective date.
15. Reconvene a public hearing from July 27, 2020 regarding a request from Trendmaker Homes DFW, LLC on behalf of Lennon II Family Limited Partnership and the Town of Hickory Creek designating certain tracts of land legally described as A0915A M.E.P. & P.R.R. TR 16 (PT), 3.086 acres of land and A0915A M.E.P. & P.R.R. TR 15 and 16 (PT) 35.580 acres of land as PD (Planned Development) and consider and act on an ordinance for the same.
16. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute a special warranty deed from the Town of Hickory Creek, Texas to Lennon II Family Limited Partnership.
17. Consider and act on a preliminary plat of the Lennon Creek Addition, an addition to the Town of Hickory Creek, Denton County, Texas and being situated in the M.E.P. and P.R.R. R.R. Co. Survey, Abstract No. 915. The property is located at the southeast corner of Parkridge Dr. and FM 2181.
18. 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 a lease by and between the Town of Hickory Creek and the Texas Department of Transportation.
19. Consider and act on a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation.
20. Conduct a public hearing regarding the 2020-2021 Fiscal Year Budget.
21. Consider and act on an ordinance adopting and approving the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021; providing for expenditure of funds, providing for filing of budget and ordinance.

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 August 21, 2020 at 9:00 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** United Way of Denton County is unparalleled in the power to convene partners, providers, and resources to address the needs of neighbors in crisis; and
- WHEREAS,** United Way of Denton County has been identifying Denton County's needs and responding to them for over 65 years; and
- WHEREAS,** United Way of Denton County works with a network of nonprofits across Denton County to address needs, including feeding those who face food insecurity; preparing children for success in school, work, and life; and connecting those in crisis with resources to pay bills and stay in their homes; and
- WHEREAS,** United Way of Denton County is committed this year more than ever before to bring people together to help our communities recover and thrive;
- NOW, THEREFORE,** I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim **September 2020 "LIVE UNITED MONTH"** and ask you to join United Way of Denton County board, donors, volunteers and partners in calling on all residents of the T to LIVE UNITED.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 24th day of August, 2020.

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
TUESDAY, JULY 07, 2020**

MINUTES

Call to Order

Mayor Clark called the meeting to order at 5:00 p.m.

Roll Call

The following members were present:

Mayor Lynn Clark
Councilmember Tracee Elrod
Councilmember Richard DuPree
Councilmember Chris Gordon
Mayor Pro Tem Paul Kenney
Councilmember Ian Theodore

Also in attendance:

John Smith, Town Administrator
Kristi Rogers, Town Secretary
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 Theodore gave the invocation.

Items of Community Interest

Thanks to all those involved with the Drive Thru Dinner, held on July 2, 2020. It was a great success. In-N-Out served 843 meals.

Public Comment

Nancy True, 12 Tanglewood Drive, stated she was compelled to speak in recognition of the five police officers that were taken down in Dallas on this day in 2016. At the time she lived in Dallas, suffice it to say, that incident was up close and personal. On January 3, 2019, she attended a Town Hall meeting in Dallas, the first of a series related to the police department. After listening to a presentation which advocated expansion of the citizen police review board, she was prompted to do some research. She discovered the dangers of citizen police oversight. She provided information to the town council related to the problems created with the concept. She joined a large group of citizens, who were opposed to citizen police oversight. Organizations behind the expansion of police oversight are not limited to Dallas and will eventually be in Denton County.

Regular Agenda

1. Discussion regarding prioritizing potential projects to be included in the FY 20-21 Budget.

Discussions were held regarding projects to be included in the FY 20-21 Budget.

2. Discussion regarding the 2020-2021 Fiscal Year Budget.

Discussions were held regarding the 2020-2021 Fiscal Year Budget.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 5:12 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.

3. Denton County Cause No. 20-2272-462

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.

4. Real property generally located North of Hickory Creek Road, East of Point Vista Road, South of Turbeville Road and West of Interstate 35 East.

Section 551.074

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

5. Review of individual employees' performance.

Reconvene into Open Session

The Town Council reconvened into open session at 8:05 p.m.

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

Denton County Cause No. 20-2272-462

No action taken.

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Real property generally located North of Hickory Creek Road, East of Point Vista Road, South of Turbeville Road and West of Interstate 35 East.

Motion made by Councilmember Gordon to authorize the town administrator to proceed as directed in executive session, Seconded by Councilmember Elrod.

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

Review of individual employees' performance.

No action taken.

Adjournment

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

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

The meeting did then stand adjourned at 9:08 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
REMOTE MEETING
MONDAY, JULY 27, 2020**

MINUTES

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location.

Call to Order

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

Roll Call

The following members were present:

Mayor Lynn Clark
Councilmember Tracee Elrod
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
Trey Sargent, Town Attorney

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

Councilmember Elrod led the Pledge of Allegiance to the U.S. and Texas Flags.

Invocation

Mayor Pro Tem Kenney gave the invocation.

Items of Community Interest

The Parks and Recreation Board will host an Arbor Day Celebration and Great American Clean Up Event on Saturday, November 7, 2020.

Public Comment

There were no speakers for public comment.

Consent Agenda

1. June 2020 Council Meeting Minutes

Town of Hickory Creek

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2. June 2020 Financial Statements
3. Consider and act on an ordinance of the Town of Hickory Creek, Texas electing for the Town to make current service and prior service contributions to the Town's account in the benefit accumulation fund of the Texas Municipals Retirement System at the actuarially determined rate of the total employee compensation.
4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas approving the 2020 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No.1 including the collection of the 2020 annual installments.
5. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas approving the 2020 annual update to the service and assessment plan and assessment roll for Hickory Creek Farms Public Improvement District including the collection of the 2020 annual installments.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the issuance of a water well drilling permit for 141 S. Hook Street, Hickory Creek, Texas.
7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Span, Inc. for transportation services.
8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal cooperation agreement for Shared Governance Communications and Dispatch Services System between the Town of Hickory Creek Police Department and Denton County.
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 amendment to an agreement by and between the Town of Hickory Creek, Texas and WaterToyz, LLC.
10. Consider and act on the 2020-2021 Hickory Creek Economic Development Corporation Budget.
11. Consider and act on the acceptance of renewal rates from TML Health Benefits Pool for town employee medical coverage for Fiscal Year 2020-2021.

Motion made by Councilmember DuPree to approve consent agenda items 1-11, Seconded by Councilmember Theodore.

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

Regular Agenda

12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a developer agreement by and between the Town of Hickory Creek, Texas and Lennon II Family Limited Partnership.

Motion made by Councilmember Theodore to continue agenda item 12 until the next regularly scheduled meeting, Seconded by Councilmember DuPree.

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

13. Consider and act on an ordinance annexing the hereinafter described territory to Town of Hickory Creek, Denton County, Texas, and extending the boundary limits of said Town so as to include a certain 0.91236 acre tract of land owned by the Town of Hickory Creek situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas within said town limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the town; adopting a service plan; and providing an effective date.

Motion made by Councilmember Gordon to approve an ordinance annexing a certain 0.91236 acre tract of land owned by the Town of Hickory Creek situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas within said town limits, Seconded by Councilmember Elrod.

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

14. Consider and act on an ordinance annexing the hereinafter described territory to Town of Hickory Creek, Denton County, Texas, and extending the boundary limits of said Town so as to include a certain 3.086 acre tract of land owned by the Town of Hickory Creek situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas within said town limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the town; adopting a service plan; and providing an effective date.

Motion made by Councilmember Theodore to approve an ordinance annexing a certain 3.086 acre tract of land owned by the Town of Hickory Creek situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas within said town limits, Seconded by Councilmember Gordon.

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

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15. Consider and act on an ordinance annexing the hereinafter described territory to Town of Hickory Creek, Denton County, Texas, and extending the boundary limits of said Town so as to include a certain 35.580 acre tract or tracts situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas within said town limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the town; adopting a written service agreement; and providing an effective date.

Motion made by Councilmember Gordon to continue agenda item 15 until the next regularly scheduled meeting, Seconded by Councilmember Theodore.

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

16. Conduct a public hearing regarding a request from Trendmaker Homes DFW, LLC on behalf of Lennon II Family Limited Partnership and the Town of Hickory Creek designating certain tracts of land legally described as A0915A M.E.P. & P.R.R. TR 16 (PT), 3.086 acres of land and A0915A M.E.P. & P.R.R. TR 15 and 16 (PT) 35.580 acres of land as PD (Planned Development) and consider and act on an ordinance for the same.

Mayor Clark called the public hearing to order at 6:17 p.m.

Motion made by Councilmember DuPree to continue the public hearing until the next regular council meeting, Seconded by Councilmember Elrod.

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

17. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute a special warranty deed from the Town of Hickory Creek, Texas to Lennon II Family Limited Partnership.

Motion made by Councilmember Elrod to continue agenda item 17 until the next regularly scheduled meeting, Seconded by Councilmember DuPree.

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

18. Consider and act on a preliminary plat of the Lennon Creek Addition, an addition to the Town of Hickory Creek, Denton County, Texas and being situated in the M.E.P. and P.R.R. R.R. Co. Survey, Abstract No. 915. The property is located at the southeast corner of Parkridge Dr. and FM 2181.

Motion made by Councilmember Gordon to continue agenda item 18 until the next regularly scheduled meeting, Seconded by Councilmember Elrod.

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

Town of Hickory Creek

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19. Consider and act on a replat of The Alcove at Hickory Creek, formerly Hickory Farms Addition, 24.77 acres situated in the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The property is located in the 1000 block of Ronald Reagan Avenue.

Motion made by Councilmember Gordon to approve a replat of the Alcove at Hickory Creek, formerly Hickory Farms Addition as presented, Seconded by Councilmember Elrod.

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

20. Consider and act on a final plat submitted by Eagle Surveying on behalf of Steven and Vicky Hammond of the Oak Creek Addition, Block A, Lot 1, being 0.51 acres of land situated in the Lowry Cobb survey, Abstract No. 284, Town of Hickory Creek, Denton County, Texas. The property is located at 121 Wild Oak Lane.

Motion made by Councilmember Gordon to approve a final plat for the property located at 121 Wild Oak Lane, Seconded by Councilmember Elrod.

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

21. Discussion regarding the 2020-2021 Fiscal Year Budget.

Discussions were held regarding the 2020-2021 Fiscal Year Budget.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council did not convene into executive session to discuss the following matters.

Section 551.071

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

22. Denton County Cause No. 20-2272-462

Reconvene into Open Session

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

No action taken; the town council did not convene into executive session.

Adjournment

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

Town of Hickory Creek
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Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

The meeting did then stand adjourned at 6:35 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 July 31, 2020

	Jul 31, 20
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,239.48
BOA - Drug Forfeiture	1,950.21
BOA - Drug Seizure	1,353.33
BOA - General Fund	130,865.35
BOA - Parks and Recreation	265,720.41
BOA - Payroll	510.00
BOA - Police State Training	5,181.83
Logic Animal Shelter Facility	9,566.96
Logic Cares Relief Fund	260,448.42
Logic Harbor Ln-Sycamore Bend	3,335.63
Logic Investment Fund	4,523,670.03
Logic Street & Road Improvement	163,783.16
Logic Turbeville Road	214,613.01
Total Checking/Savings	5,600,237.82
Accounts Receivable	
Municipal Court Payments	9,367.70
Total Accounts Receivable	9,367.70
Total Current Assets	5,609,605.52
TOTAL ASSETS	5,609,605.52
LIABILITIES & EQUITY	0.00

7:42 AM

08/12/20

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 83.30%

October 2019 through July 2020

	Oct '19 - Jul 20	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,204,200.76	1,217,088.00	98.9%
4004 M&O Penalties & Interest	3,844.93	2,000.00	192.2%
4006 Delinquent M&O	5,600.89	5,000.00	112.0%
4008 I&S Debt Service	799,260.13	807,829.00	98.9%
4010 I&S Penalties & Interest	2,556.28	1,500.00	170.4%
4012 Delinquent I&S	4,294.62	4,000.00	107.4%
Total Ad Valorem Tax Revenue	2,019,757.61	2,037,417.00	99.1%
Building Department Revenue			
4102 Building Permits	598,862.63	502,000.00	119.3%
4104 Certificate of Occupancy	400.00	300.00	133.3%
4106 Contractor Registration	5,600.00	4,000.00	140.0%
4108 Preliminary/Final Plat	5,262.25	7,500.00	70.2%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	9,200.00	10,000.00	92.0%
4122 Septic Permits	0.00	0.00	0.0%
4124 Sign Permits	1,675.00	2,000.00	83.8%
4126 Special Use Permit	500.00	200.00	250.0%
4128 Variance Fee	1,000.00	500.00	200.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	1,150.00	1,200.00	95.8%
Total Building Department Revenue	623,899.88	527,775.00	118.2%
Franchise Fee Revenue			
4202 Atmos Energy	40,003.43	40,003.00	100.0%
4204 Charter Communications	29,723.26	42,500.00	69.9%
4206 CenturyLink	1,512.13	2,000.00	75.6%
4208 CoServ	3,804.52	4,200.00	90.6%
4210 Oncor Electric	137,818.62	137,825.00	100.0%
4212 Republic Services	35,982.56	44,000.00	81.8%
Total Franchise Fee Revenue	248,844.52	270,528.00	92.0%
Interest Revenue			
4302 Animal Shelter Interest	117.57	100.00	117.6%
4308 Drug Forfeiture Interest	0.82	1.00	82.0%
4310 Drug Seizure Interest	0.59	1.00	59.0%
4314 Logic Investment Interest	50,661.63	40,000.00	126.7%
4320 Logic Street/Road Improv.	1,850.85	2,500.00	74.0%
4322 Logic Turbeville Road	2,425.27	2,000.00	121.3%
4326 PD State Training Interest	2.19	2.00	109.5%
4328 Logic Harbor/Sycamore Bend	37.64	50.00	75.3%
Total Interest Revenue	55,096.56	44,654.00	123.4%
Interlocal Revenue			
4402 Corp Contract Current Year	18,744.32	34,000.00	55.1%
Total Interlocal Revenue	18,744.32	34,000.00	55.1%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	7,990.00	9,500.00	84.1%
4506 Animal Shelter Donations	685.80	1,000.00	68.6%
4508 Annual Park Passes	23,194.44	20,000.00	116.0%
4510 Arrowhead Park Fees	32,272.00	18,000.00	179.3%
4512 Beer & Wine Permit	0.00	150.00	0.0%
4516 Corp Parks Fund Reserve	0.00	184,000.00	0.0%

7:42 AM

08/12/20

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 83.30%

October 2019 through July 2020

	Oct '19 - Jul 20	Budget	% of Budget
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	512,967.00	0.0%
4526 Mineral Rights	0.00	0.00	0.0%
4528 NSF Fees	0.00	25.00	0.0%
4530 Other Receivables	52,868.07	45,000.00	117.5%
4534 PD State Training	1,296.51	1,297.00	100.0%
4536 Point Vista Park Fees	9,597.00	5,000.00	191.9%
4546 Street Bond Proceeds	0.00	0.00	0.0%
4550 Sycamore Bend Fees	24,220.00	15,000.00	161.5%
4554 Building Security Fund Res	0.00	30,000.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
Total Miscellaneous Revenue	152,123.82	887,717.00	17.1%
Municipal Court Revenue			
4602 Building Security Fund	11,004.39	9,270.00	118.7%
4604 Citations	370,245.64	450,000.00	82.3%
4606 Court Technology Fund	11,270.56	12,115.00	93.0%
4608 Jury Fund	127.14	75.00	169.5%
4610 Truancy Fund	6,357.24	3,000.00	211.9%
4612 State Court Costs	208,860.71	208,000.00	100.4%
4614 Child Safety Fee	645.76	1,000.00	64.6%
Total Municipal Court Revenue	608,511.44	683,460.00	89.0%
Sales Tax Revenue			
4702 Sales Tax General Fund	1,125,966.47	1,237,500.00	91.0%
4706 Sales Tax 4B Corporation	375,322.17	412,500.00	91.0%
4708 Sales Tax Mixed Beverage	8,299.61	7,000.00	118.6%
Total Sales Tax Revenue	1,509,588.25	1,657,000.00	91.1%
Total Income	5,236,566.40	6,142,551.00	85.3%
Gross Profit	5,236,566.40	6,142,551.00	85.3%
Expense			
Capital Outlay			
5010 Street Maintenance	9,916.43	25,000.00	39.7%
5012 Streets & Road Improvement	377,126.79	450,000.00	83.8%
5022 Parks and Rec Improvements	38,145.00	125,000.00	30.5%
5024 Public Safety Improvements	306,230.44	200,000.00	153.1%
5026 Fleet Purchase/Replacement	5,092.15	5,100.00	99.8%
5028 Turbeville/Point Vista	-325,622.34	0.00	100.0%
Total Capital Outlay	410,688.47	805,100.00	51.0%
Debt Service			
5106 2012 Refunding Bond Series	8,681.19	267,408.00	3.2%
5110 2015 Refunding Bond Series	310,400.00	310,400.00	100.0%
5112 2015 C.O. Series	275,800.00	275,800.00	100.0%
Total Debt Service	594,881.19	853,608.00	69.7%
General Government			
5202 Bank Service Charges	36.00	50.00	72.0%
5204 Books & Subscriptions	221.25	400.00	55.3%
5206 Computer Hardware/Software	10,700.63	18,000.00	59.4%
5208 Copier Rental	2,644.00	3,500.00	75.5%

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08/12/20

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 83.30%

October 2019 through July 2020

	Oct '19 - Jul 20	Budget	% of Budget
5210 Dues & Memberships	1,740.91	2,500.00	69.6%
5212 EDC Tax Payment	338,145.14	412,500.00	82.0%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	4,928.74	6,500.00	75.8%
5218 General Communications	11,976.07	18,000.00	66.5%
5222 Office Supplies & Equip.	2,001.39	2,500.00	80.1%
5224 Postage	4,224.94	4,000.00	105.6%
5226 Community Cause	2,170.07	4,000.00	54.3%
5228 Town Council/Board Expense	4,908.00	5,500.00	89.2%
5230 Training & Education	438.00	1,500.00	29.2%
5232 Travel Expense	920.89	1,000.00	92.1%
5234 Staff Uniforms	1,278.12	1,300.00	98.3%
Total General Government	386,334.15	481,250.00	80.3%
Municipal Court			
5302 Books & Subscriptions	73.75	75.00	98.3%
5304 Building Security	6,275.75	39,270.00	16.0%
5312 Court Technology	10,699.83	12,115.00	88.3%
5314 Dues & Memberships	230.00	200.00	115.0%
5318 Merchant Fees/Credit Cards	-1,955.60	0.00	100.0%
5322 Office Supplies/Equipment	1,047.79	1,200.00	87.3%
5324 State Court Costs	269,469.04	242,150.00	111.3%
5326 Training & Education	200.00	500.00	40.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-5,335.19	0.00	100.0%
Total Municipal Court	280,705.37	296,010.00	94.8%
Parks and Recreation			
5402 Events	79.42	2,000.00	4.0%
5408 Tanglewood Park	1,112.04	2,500.00	44.5%
5412 KHCB	175.00	1,000.00	17.5%
5414 Tree City USA	1,019.80	1,500.00	68.0%
5416 Town Hall Park	0.00	2,500.00	0.0%
Total Parks and Recreation	2,386.26	9,500.00	25.1%
Parks Corps of Engineer			
5432 Arrowhead	9,274.06	60,000.00	15.5%
5434 Harbor Grove	1,206.90	69,000.00	1.7%
5436 Point Vista	5,845.30	11,000.00	53.1%
5438 Sycamore Bend	10,933.72	102,000.00	10.7%
Total Parks Corps of Engineer	27,259.98	242,000.00	11.3%
Personnel			
5502 Administration Wages	254,400.28	299,100.00	85.1%
5504 Municipal Court Wages	93,823.35	116,800.00	80.3%
5506 Police Wages	613,597.01	759,650.00	80.8%
5507 Police Overtime Wages	8,841.23	8,000.00	110.5%
5508 Public Works Wages	159,643.82	195,950.00	81.5%
5509 Public Works Overtime Wage	986.37	1,600.00	61.6%
5510 Health Insurance	171,855.25	206,700.00	83.1%
5512 Longevity	10,681.00	10,681.00	100.0%
5514 Payroll Expense	19,530.45	18,000.00	108.5%
5516 Employment Exams	1,355.00	2,500.00	54.2%
5518 Retirement (TMRS)	123,629.33	168,000.00	73.6%
5520 Unemployment (TWC)	3,896.45	750.00	519.5%
5522 Workman's Compensation	25,360.30	25,361.00	100.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 83.30%
October 2019 through July 2020

	Oct '19 - Jul 20	Budget	% of Budget
Total Personnel	1,487,599.84	1,813,092.00	82.0%
Police Department			
5602 Auto Gas & Oil	17,975.18	20,000.00	89.9%
5606 Auto Maintenance & Repair	30,138.96	30,000.00	100.5%
5610 Books & Subscriptions	503.64	500.00	100.7%
5612 Computer Hardware/Software	60,180.80	62,000.00	97.1%
5614 Crime Lab Analysis	1,497.72	2,000.00	74.9%
5616 Drug Forfeiture	1,530.90	1,531.00	100.0%
5618 Dues & Memberships	337.00	400.00	84.3%
5626 Office Supplies/Equipment	1,743.84	1,800.00	96.9%
5630 Personnel Equipment	32,601.31	35,000.00	93.1%
5634 Travel Expense	1,114.93	2,000.00	55.7%
5636 Uniforms	7,869.36	9,000.00	87.4%
5640 Training & Education	4,093.80	7,500.00	54.6%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	623.29	750.00	83.1%
5648 K9 Unit	672.79	2,500.00	26.9%
Total Police Department	160,883.52	175,481.00	91.7%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	399.99	600.00	66.7%
5706 Animal Control Supplies	967.51	1,000.00	96.8%
5708 Animal Control Vet Fees	7,073.20	7,500.00	94.3%
5710 Auto Gas & Oil	10,180.81	9,500.00	107.2%
5714 Auto Maintenance/Repair	12,744.57	10,000.00	127.4%
5716 Beautification	538.55	10,000.00	5.4%
5718 Computer Hardware/Software	845.00	1,000.00	84.5%
5720 Dues & Memberships	288.00	350.00	82.3%
5722 Equipment	45,196.36	45,000.00	100.4%
5724 Equipment Maintenance	7,311.27	6,000.00	121.9%
5726 Equipment Rental	3,551.44	4,500.00	78.9%
5728 Equipment Supplies	6,740.46	6,500.00	103.7%
5732 Office Supplies/Equipment	639.34	500.00	127.9%
5734 Radios	3,781.15	3,200.00	118.2%
5738 Training	0.00	800.00	0.0%
5740 Travel Expense	536.62	1,000.00	53.7%
5742 Uniforms	2,138.09	2,600.00	82.2%
5748 Landscaping Services	48,766.96	140,000.00	34.8%
Total Public Works Department	151,699.32	251,050.00	60.4%
Services			
5802 Appraisal District	9,274.80	12,400.00	74.8%
5804 Attorney Fees	33,176.91	60,000.00	55.3%
5806 Audit	13,500.00	13,500.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	802.99	1,000.00	80.3%
5814 Engineering	41,254.22	50,000.00	82.5%
5816 General Insurance	34,680.24	34,681.00	100.0%
5818 Inspections	97,817.00	100,000.00	97.8%
5820 Fire Service	460,224.75	615,000.00	74.8%
5822 Legal Notices/Advertising	1,652.45	2,500.00	66.1%
5824 Library Services	252.25	500.00	50.5%
5826 Municipal Judge	11,220.00	12,700.00	88.3%
5828 Printing	925.28	1,500.00	61.7%
5830 Tax Collection	2,471.00	3,000.00	82.4%
5832 Computer Technical Support	36,799.99	36,750.00	100.1%

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Accrual Basis

Town of Hickory Creek
Budget vs. Actual Year to Date 83.30%
 October 2019 through July 2020

	Oct '19 - Jul 20	Budget	% of Budget
5838 DCCAC	-1,597.07	2,792.00	-57.2%
5840 Denton County Dispatch	0.00	29,387.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	100.00	0.0%
5848 DCFOF	0.00	200.00	0.0%
Total Services	742,454.81	978,210.00	75.9%
Special Events			
6004 Fourth of July Celebration	677.31	7,000.00	9.7%
6008 Tree Lighting	5,221.39	5,250.00	99.5%
Total Special Events	5,898.70	12,250.00	48.2%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	122,511.79	130,000.00	94.2%
5904 Electric	17,655.42	25,000.00	70.6%
5906 Gas	1,193.08	2,000.00	59.7%
5908 Street Lighting	30,906.56	30,000.00	103.0%
5910 Telephone	30,003.12	28,000.00	107.2%
5912 Water	9,207.01	10,000.00	92.1%
Total Utilities & Maintenance	211,476.98	225,000.00	94.0%
Total Expense	4,462,268.59	6,142,551.00	72.6%
Net Ordinary Income	774,297.81	0.00	100.0%
Net Income	774,297.81	0.00	100.0%

Town of Hickory Creek
Profit & Loss
July 2020

	Jul 20
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	3,920.99
4004 M&O Penalties & Interest	296.11
4006 Delinquent M&O	0.76
4008 I&S Debt Service	2,602.50
4010 I&S Penalties & Interest	196.60
4012 Delinquent I&S	0.53
Total Ad Valorem Tax Revenue	7,017.49
Building Department Revenue	
4102 Building Permits	54,795.22
4106 Contractor Registration	1,050.00
4124 Sign Permits	15.00
4126 Special Use Permit	500.00
4128 Variance Fee	250.00
Total Building Department Revenue	56,610.22
Franchise Fee Revenue	
4212 Republic Services	4,168.90
Total Franchise Fee Revenue	4,168.90
Interest Revenue	
4302 Animal Shelter Interest	4.35
4308 Drug Forfeiture Interest	0.10
4310 Drug Seizure Interest	0.07
4314 Logic Investment Interest	1,691.77
4320 Logic Street/Road Improv.	58.45
4322 Logic Turbeville Road	76.58
4326 PD State Training Interest	0.26
4328 Logic Harbor/Sycamore Bend	1.18
Total Interest Revenue	1,832.76
Interlocal Revenue	
4402 Corp Contract Current Year	8,033.28
Total Interlocal Revenue	8,033.28
Miscellaneous Revenue	
4502 Animal Adoption & Impound	450.00
4506 Animal Shelter Donations	100.00
4508 Annual Park Passes	1,608.67
4510 Arrowhead Park Fees	5,635.00
4530 Other Receivables	-47.75
4536 Point Vista Park Fees	1,626.00
4550 Sycamore Bend Fees	5,974.00
Total Miscellaneous Revenue	15,345.92
Municipal Court Revenue	
4602 Building Security Fund	1,639.52

Town of Hickory Creek
Profit & Loss
July 2020

	Jul 20
4604 Citations	38,399.58
4606 Court Technology Fund	1,332.27
4608 Jury Fund	29.72
4610 Truancy Fund	1,486.24
4612 State Court Costs	22,327.64
Total Municipal Court Revenue	65,214.97
Sales Tax Revenue	
4702 Sales Tax General Fund	111,531.08
4706 Sales Tax 4B Corporation	37,177.03
4708 Sales Tax Mixed Beverage	2,527.99
Total Sales Tax Revenue	151,236.10
Total Income	309,459.64
Gross Profit	309,459.64
Expense	
Capital Outlay	
5010 Street Maintenance	1,875.94
5012 Streets & Road Improvement	1,918.75
5024 Public Safety Improvements	7,047.04
Total Capital Outlay	10,841.73
Debt Service	
5110 2015 Refunding Bond Series	252,700.00
5112 2015 C.O. Series	215,400.00
Total Debt Service	468,100.00
General Government	
5206 Computer Hardware/Software	173.56
5208 Copier Rental	568.32
5216 Volunteer/Staff Events	69.48
5218 General Communications	258.17
5222 Office Supplies & Equip.	120.04
5224 Postage	593.27
5226 Community Cause	854.55
5228 Town Council/Board Expense	667.71
5230 Training & Education	85.00
Total General Government	3,390.10
Municipal Court	
5304 Building Security	343.74
5312 Court Technology	121.80
5314 Dues & Memberships	175.00
5318 Merchant Fees/Credit Cards	-195.86
5322 Office Supplies/Equipment	68.69
5324 State Court Costs	36,890.34
5332 Warrants Collected	810.77
Total Municipal Court	38,214.48

Town of Hickory Creek
Profit & Loss
July 2020

	Jul 20
Parks and Recreation	
5408 Tanglewood Park	421.27
Total Parks and Recreation	421.27
Parks Corps of Engineer	
5432 Arrowhead	2,441.02
5434 Harbor Grove	383.73
5436 Point Vista	1,870.41
5438 Sycamore Bend	841.15
Total Parks Corps of Engineer	5,536.31
Personnel	
5502 Administration Wages	23,214.87
5504 Municipal Court Wages	8,660.38
5506 Police Wages	59,115.82
5507 Police Overtime Wages	592.62
5508 Public Works Wages	14,529.44
5509 Public Works Overtime Wage	61.96
5510 Health Insurance	16,893.22
5514 Payroll Expense	1,613.54
5520 Unemployment (TWC)	287.84
Total Personnel	124,969.69
Police Department	
5602 Auto Gas & Oil	1,982.96
5606 Auto Maintenance & Repair	953.05
5612 Computer Hardware/Software	659.92
5614 Crime Lab Analysis	178.00
5630 Personnel Equipment	285.85
5636 Uniforms	40.00
Total Police Department	4,099.78
Public Works Department	
5704 Animal Control Equipment	399.99
5708 Animal Control Vet Fees	898.90
5710 Auto Gas & Oil	1,283.25
5714 Auto Maintenance/Repair	3,800.02
5722 Equipment	646.95
5724 Equipment Maintenance	2,127.31
5728 Equipment Supplies	1,328.41
5734 Radios	381.47
5742 Uniforms	113.45
5748 Landscaping Services	9,427.87
Total Public Works Department	20,407.62
Services	
5804 Attorney Fees	5,874.86
5814 Engineering	3,388.76
5818 Inspections	12,488.00
5822 Legal Notices/Advertising	358.90

Town of Hickory Creek
Profit & Loss
July 2020

	Jul 20
5826 Municipal Judge	2,040.00
5832 Computer Technical Support	49.99
Total Services	24,200.51
Special Events	
6004 Fourth of July Celebration	67.32
Total Special Events	67.32
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	64,728.66
5904 Electric	1,886.45
5906 Gas	59.64
5908 Street Lighting	2,995.10
5910 Telephone	2,540.59
5912 Water	639.06
Total Utilities & Maintenance	72,849.50
Total Expense	773,098.31
Net Ordinary Income	-463,638.67
Net Income	-463,638.67

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Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
July 2020

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5010 Street Maintenance				
Bill	07/20/2020	Invoi...	B & G Chemical	1,003.00
Total 5010 Street Maintenance				1,003.00
5012 Streets & Road Improvement				
Bill	07/20/2020	Invoi...	CMJ Engineering, Inc.	1,918.75
Total 5012 Streets & Road Improvement				1,918.75
5024 Public Safety Improvements				
Bill	07/20/2020	Invoi...	L.C.M.U.A.	7,047.04
Total 5024 Public Safety Improvements				7,047.04
Total Capital Outlay				9,968.79
Debt Service				
5110 2015 Refunding Bond Series				
Check	07/14/2020	Wire	US Bank	252,700.00
Total 5110 2015 Refunding Bond Series				252,700.00
5112 2015 C.O. Series				
Check	07/14/2020	Wire	US Bank	215,400.00
Total 5112 2015 C.O. Series				215,400.00
Total Debt Service				468,100.00
Municipal Court				
5324 State Court Costs				
Check	07/28/2020	Debit	State Comptroller	36,890.34
Total 5324 State Court Costs				36,890.34
5332 Warrants Collected				
Bill	07/06/2020	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	1,959.19
Bill	07/06/2020	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	3,558.57
Total 5332 Warrants Collected				5,517.76
Total Municipal Court				42,408.10
Parks Corps of Engineer				
5432 Arrowhead				
Bill	07/20/2020	Invoi...	Pinkston	1,415.00
Total 5432 Arrowhead				1,415.00
5436 Point Vista				
Bill	07/23/2020	Invoi...	A to T Lamps, Inc.	1,215.00
Total 5436 Point Vista				1,215.00

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Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
July 2020

Type	Date	Num	Name	Amount
			Total Parks Corps of Engineer	2,630.00
			Police Department	
			5602 Auto Gas & Oil	
Check	07/28/2020	Debit	WEX INC DESFLEET DEBI	1,982.96
			Total 5602 Auto Gas & Oil	1,982.96
			Total Police Department	1,982.96
			Public Works Department	
			5714 Auto Maintenance/Repair	
Bill	07/02/2020	Invoi...	Altec Industries, Inc.	2,494.98
			Total 5714 Auto Maintenance/Repair	2,494.98
			5724 Equipment Maintenance	
Bill	07/02/2020	Invoi...	United Ag & Turf	1,863.79
			Total 5724 Equipment Maintenance	1,863.79
			5748 Landscaping Services	
Bill	07/02/2020	Invoi...	D & D Commercial Landscape Management	9,427.87
			Total 5748 Landscaping Services	9,427.87
			Total Public Works Department	13,786.64
			Services	
			5804 Attorney Fees	
Bill	07/07/2020	Acct...	Hayes, Berry, White & Vanzant	1,853.24
Bill	07/07/2020	Acct...	Hayes, Berry, White & Vanzant	3,856.62
			Total 5804 Attorney Fees	5,709.86
			5814 Engineering	
Bill	07/20/2020	Invoi...	Halff Associates, Inc.	1,372.67
Bill	07/20/2020	Invoi...	Halff Associates, Inc.	2,016.09
			Total 5814 Engineering	3,388.76
			5818 Inspections	
Bill	07/23/2020	Invoi...	Vaughn Inspections Plus, LLC	5,735.00
Bill	07/23/2020	Invoi...	Vaughn Inspections Plus, LLC	6,753.00
			Total 5818 Inspections	12,488.00
			5826 Municipal Judge	
Check	07/01/2020	Debit	Alfons Kyle Knapp	1,020.00
Check	07/31/2020	Debit	Alfons Kyle Knapp	1,020.00
			Total 5826 Municipal Judge	2,040.00
			Total Services	23,626.62
			Utilities & Maintenance	
			5902 Bldg Maintenance/Supplies	
Check	07/20/2020	4000	Martin Mechanical Heating & Air Condition	62,073.00

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Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
July 2020

Type	Date	Num	Name	Amount
			Total 5902 Bldg Maintenance/Supplies	62,073.00
			5904 Electric	
Check	07/14/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	1,886.45
			Total 5904 Electric	1,886.45
			5908 Street Lighting	
Check	07/14/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,954.71
			Total 5908 Street Lighting	2,954.71
			5910 Telephone	
Check	07/30/2020	Debit	CenturyLink	1,326.79
			Total 5910 Telephone	1,326.79
			Total Utilities & Maintenance	68,240.95
			Total Expense	630,744.06
			Net Ordinary Income	-630,744.06
			Net Income	-630,744.06



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: 07/01/2020 - 07/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.4203%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 7/31/20 WAS 1.000431.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,563.57
07/31/2020	MONTHLY POSTING	9999888	3.39	9,566.96
	ENDING BALANCE			9,566.96

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,563.57
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3.39
ENDING BALANCE	9,566.96
AVERAGE BALANCE	9,563.57

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	62.57





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276014

ACCOUNT NAME: CARES RELIEF FUND

STATEMENT PERIOD: 07/01/2020 - 07/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.4203%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 7/31/20 WAS 1.000431.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			0.00
07/23/2020	WIRE DEPOSIT	224388	260,425.00	260,425.00
07/31/2020	MONTHLY POSTING	9999888	23.42	260,448.42
	ENDING BALANCE			260,448.42

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	0.00
TOTAL DEPOSITS	260,425.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	23.42
ENDING BALANCE	260,448.42
AVERAGE BALANCE	75,607.26

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CARES RELIEF FUND	260,425.00	0.00	23.42





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: 07/01/2020 - 07/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.4203%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 7/31/20 WAS 1.000431.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,334.45
07/31/2020	MONTHLY POSTING	9999888	1.18	3,335.63
	ENDING BALANCE			3,335.63

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,334.45
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	1.18
ENDING BALANCE	3,335.63
AVERAGE BALANCE	3,334.45

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	21.78





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: 07/01/2020 - 07/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.4203%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 7/31/20 WAS 1.000431.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,990,078.26
07/14/2020	WIRE WITHDRAWAL	6119120	252,700.00 -	4,737,378.26
07/14/2020	WIRE WITHDRAWAL	6119121	215,400.00 -	4,521,978.26
07/31/2020	MONTHLY POSTING	9999888	1,691.77	4,523,670.03
	ENDING BALANCE			4,523,670.03

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,990,078.26
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	468,100.00
TOTAL INTEREST	1,691.77
ENDING BALANCE	4,523,670.03
AVERAGE BALANCE	4,718,278.26

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,200,000.00	1,243,488.77	33,397.74





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 07/01/2020 - 07/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.4203%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 7/31/20 WAS 1.000431.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			163,724.71
07/31/2020	MONTHLY POSTING	9999888	58.45	163,783.16
	ENDING BALANCE			163,783.16

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	163,724.71
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	58.45
ENDING BALANCE	163,783.16
AVERAGE BALANCE	163,724.71

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	0.00	1,071.35





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: 07/01/2020 - 07/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.4203%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 7/31/20 WAS 1.000431.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			214,536.43
07/31/2020	MONTHLY POSTING	9999888	76.58	214,613.01
	ENDING BALANCE			214,613.01

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	214,536.43
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	76.58
ENDING BALANCE	214,613.01
AVERAGE BALANCE	214,536.43

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,403.86





AGENDA INFORMATION SHEET

MEETING DATE: August 24, 2020

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 2020-2021.

SUMMARY: The rates for 2020-2021 are as follows:

	<u>2019-2020 Rate</u>	<u>2020-2021 Rate</u>
Life:	\$0.099 per \$1,000	\$0.109 per \$1,000
AD&D:	\$0.033 per \$1,000	\$0.033 per \$1,000
Short Term Disability:	\$0.20 per \$10.00	\$0.22 per \$10.00
Long Term Disability:	\$0.39 per \$100 MCP	\$0.429 per \$100 MCP



AGENDA INFORMATION SHEET

MEETING DATE: August 24, 2020

AGENDA ITEM: Consider and act on acceptance of rates from Dental Select for town employee dental coverage for Fiscal Year 2020-2021.

SUMMARY: The rates for dental coverage for 2020-2021 are as follows:

	2019-2020 Rate	2020-2021 Rate
Employee Only:	\$25.76	\$28.08
Employee + 1 Dependent:	\$60.20	\$65.62
Employee and Family:	\$93.25	\$101.64



AGENDA INFORMATION SHEET

MEETING DATE: August 24, 2020

AGENDA ITEM: Consider and act on acceptance of rates from EyeMed for town employee vision coverage for Fiscal Year 2020-2021.

SUMMARY: The rates for vision coverage for 2020-2021 are as follows:

	2019-2020 Rate	2020-2021 Rate
Employee Only	\$9.01	\$9.01
Employee and Spouse:	\$17.13	\$17.13
Employee and Child(ren):	\$18.03	\$18.03
Employee and Family:	\$26.51	\$26.51

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0824-__**

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 INFORMATION TECHNOLOGY SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND MITECH SERVICES, L.L.C., 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 24th day of August, 2020

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



Scheduled Service Agreement The Town of Hickory Creek

This Services Agreement ("Agreement") is made as of the October 1, 2020, by and among MiTech Services, LLC (MiTech), a Texas Corporation whose principal office is located at 4251 FM 2181, Suite 230-229, Corinth, TX 76210 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, 2021 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-Two Thousand Two Hundred Forty (\$42,240.00) 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 Fifty (\$99.00) dollars per month for each additional computer. This will be added as separate item to each monthly invoice.

Additional monthly licenses for remote management above 7 servers will be billed at Seventy-Five (\$99.00) dollars per month for each additional server. This will be added as separate item to each monthly invoice.

Section 3.01 – Discounts For annual payment a Two Thousand Two Hundred Fifty (\$2,250.00) dollars will be applied to annual cost. Total annual cost with discount: Thirty-Nine Thousand Nine Hundred Ninety (\$39,990.00) 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,



Scheduled Service Agreement The Town of Hickory Creek

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.

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.



Scheduled Service Agreement The Town of Hickory Creek

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 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 or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation and arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

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.

Scheduled Service Agreement

The Town of Hickory Creek

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. _____ Date _____
General Manager

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
- DNS 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)
- Password Management
- 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 24, 2020

AGENDA ITEM: Conduct a public hearing regarding a request from Thousand Hills Church for a Special Use Permit to retrofit the existing building on the property located at 8380 S. Stemmons to be utilized as a church and consider and act on the same. The property is legally described as A1163A J.W. Simmons, Tract 27A, Town of Hickory Creek, Denton County, Texas.

SUMMARY: The following information has been provided by Thousand Hills Church:

TIMELINE:

Tentative planning includes a November 2020 close and a late summer, early fall 2021 opening.

PROJECT PHASES:

The project will be finished in three phases. The first phase will be immediate. The second phase will follow when the current facility is sold. It is feasible both phases could be completed one right after the other. Phase 3 is a longer-term project allowing for a 1200-seat sanctuary by combining 4 theaters on the south end of the building.

PARKING:

The designers (Visioneering) have designed dozens, if not hundreds of churches, including theater remodels. They believe this property can easily handle a 1200 seat sanctuary with the ancillary spaces needed and enough parking.

HOURS OF OPERATION:

Hours of operation will generally be 8-4, but evening events are common and usually go as late as 9pm. There is a possibility of an indoor/outdoor cafe open for the general public. Hours would be similar to a typical coffee shop, opening as early as 6:00 a.m. and closing at between 8:00 p.m. and 9:00 p.m.

Please attach a copy of the deed to the property. If you are currently purchasing the property, please include a copy of the contract for the purchase of the property. Also include a copy of any and all restrictive covenants pertaining to any property to be developed or rezoned.

Appeals and Zoning Changes

What is the proposed use?

Church

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

A church would be a very similar use to the property's current one as a movie theatre. Similar to a church, the AMC property and facility are designed to move large amounts of people in short periods of time. Another asset is that the weekend church services, daily programs, weekend conferences, and concerts would regularly bring additional customers to local businesses.

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

A vibrant church in that location would bring more life to the community than what is currently happening. Additionally, the four entrances and ample parking adjacent to I-35 would be an ideal location for a church so as to not create noise pollution and high traffic in the neighborhood.

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

Unfortunately, there are currently no churches in Hickory Creek. They need one. Thousand Hills is a community-focused church offering multiple programs for children and youth, counseling for marriages and families, outreach, food distribution, recovery for the hurting, as well as scores of activities to make new friends. In these distressing times, a life-giving church is needed to dispense encouragement and hope to its members and to the community at large. Indeed, a community without these things is at a deficit

Lien holder:

Is the property burdened by a lien of any nature? () Yes ☒ No

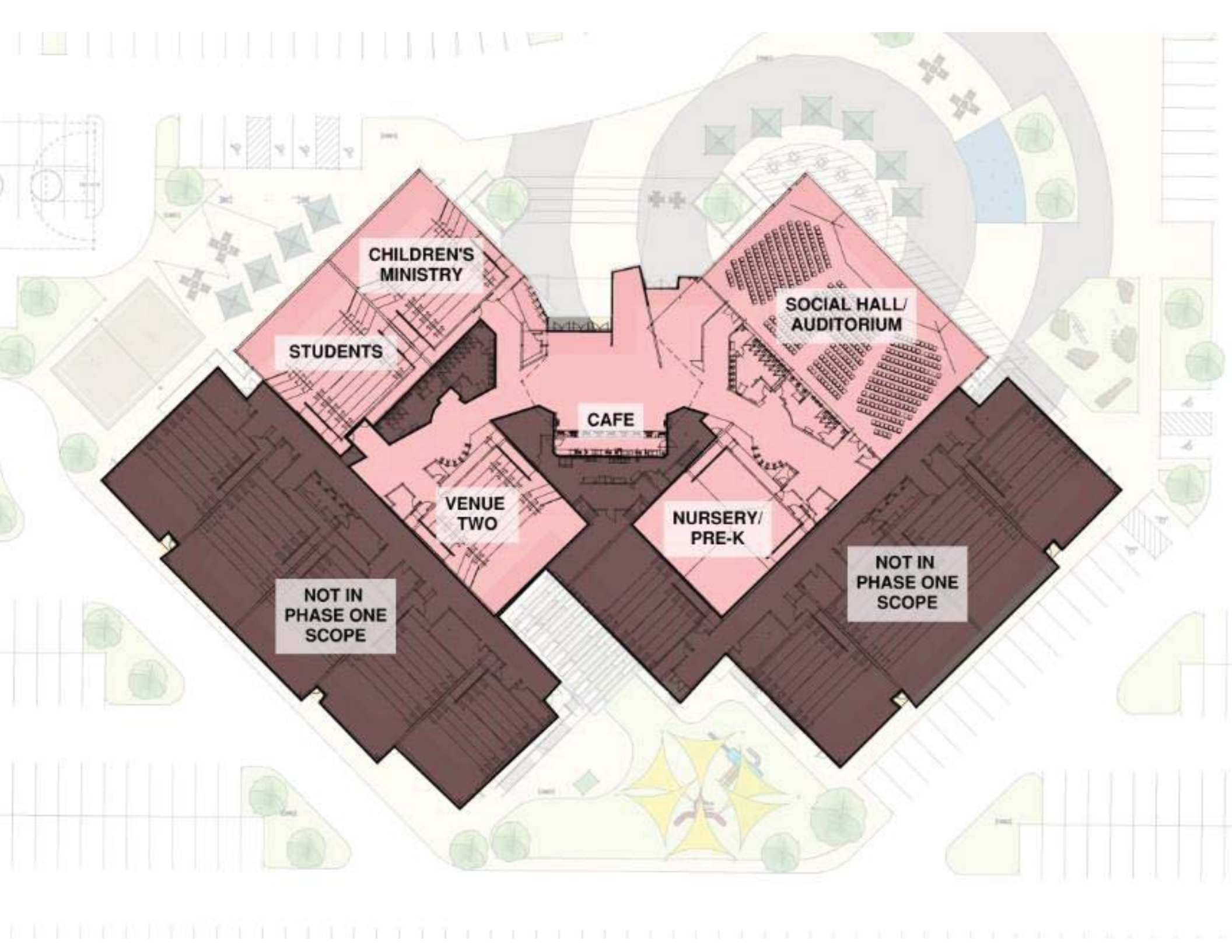
If so, describe the lien and give the name and address of lien holder and secure their consent to the requested zoning change with their signature.

Other:

Approximate cost of work involved? \$3-4M executed in 2-3 phases

Include a schematic drawing of the site.





**CHILDREN'S
MINISTRY**

STUDENTS

**SOCIAL HALL/
AUDITORIUM**

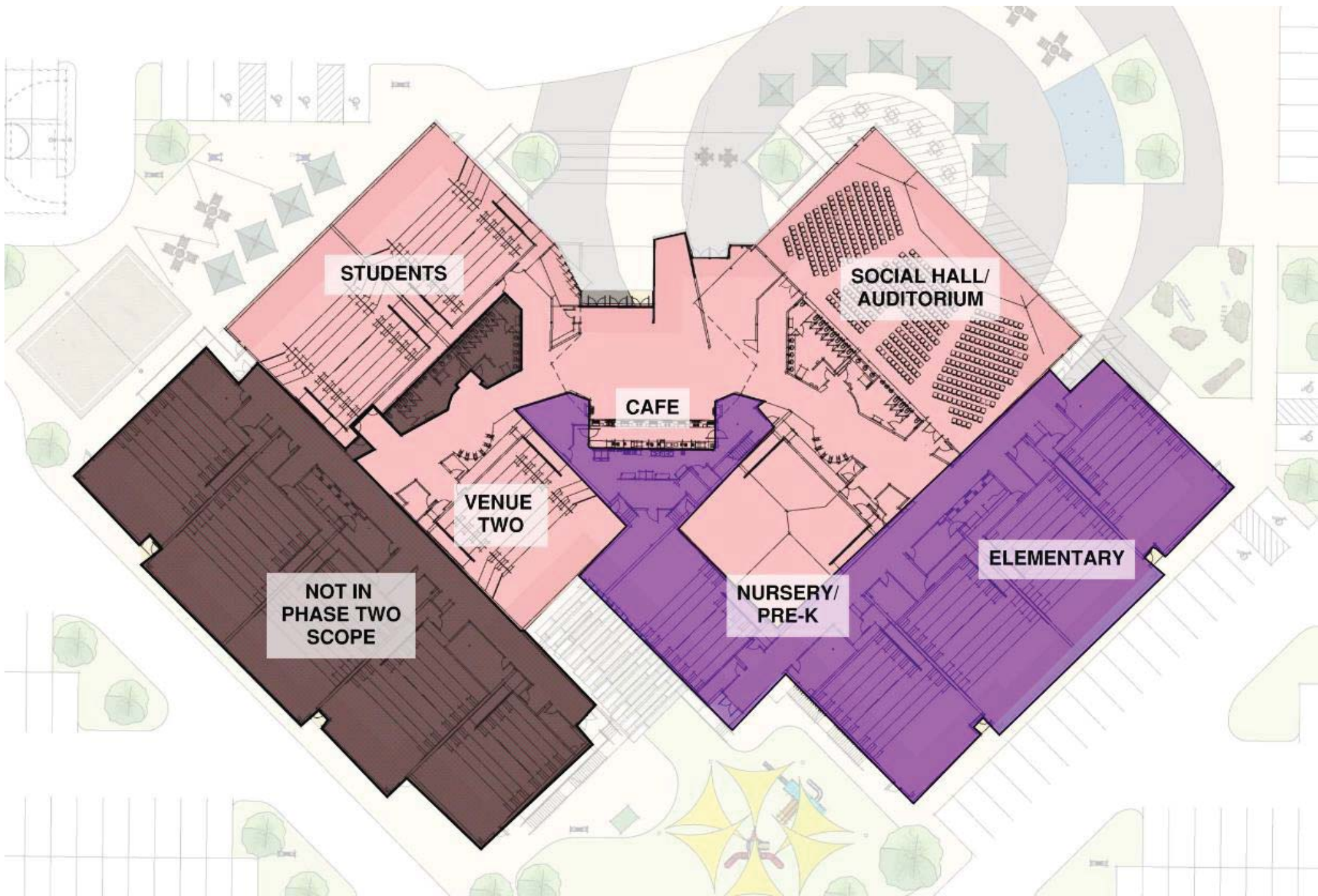
CAFE

**VENUE
TWO**

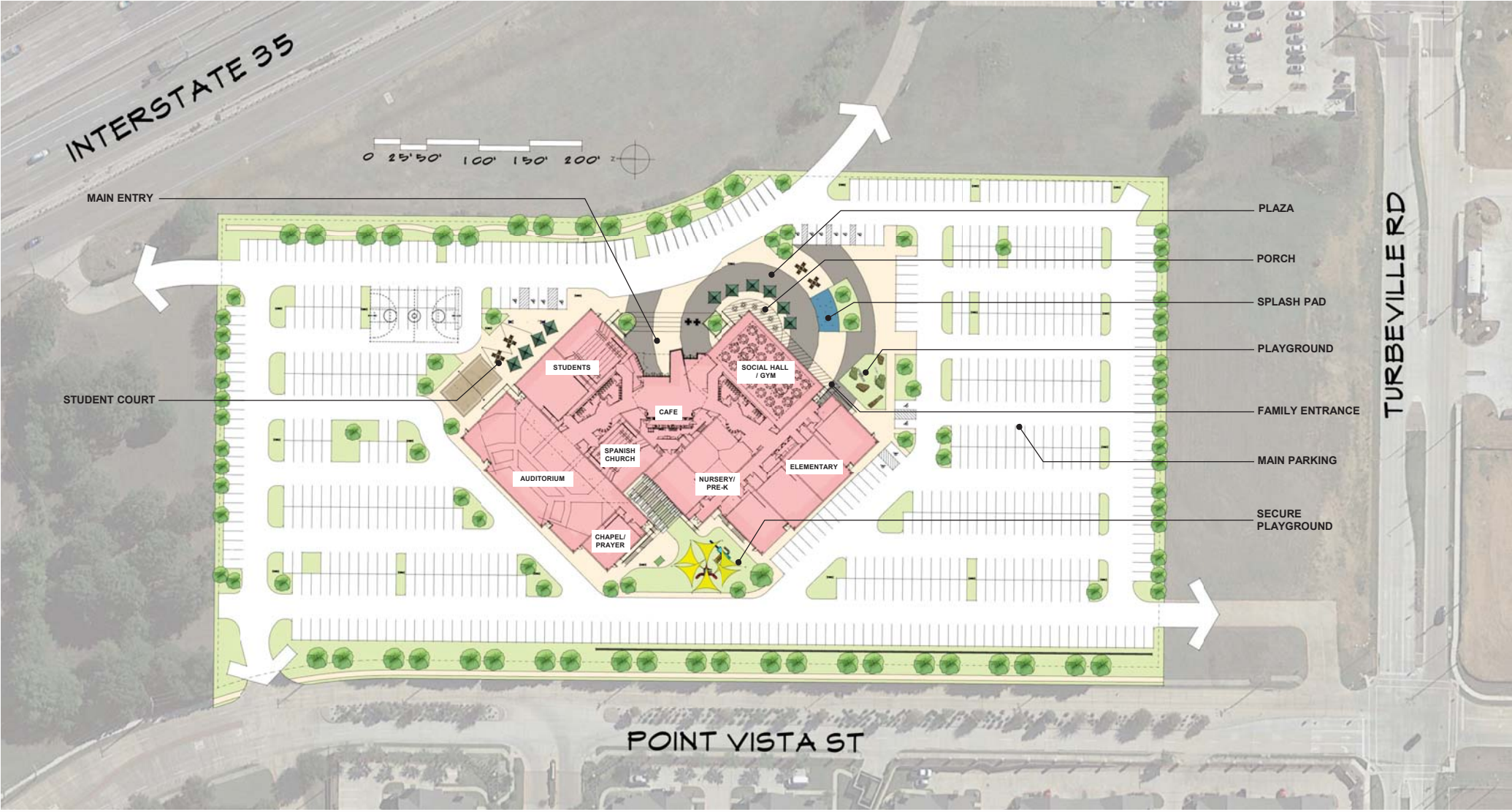
**NURSERY/
PRE-K**

**NOT IN
PHASE ONE
SCOPE**

**NOT IN
PHASE ONE
SCOPE**







THOUSAND HILLS CHURCH
CONCEPT DESIGN - MASTER PLAN
8/14/2020



THOUSAND HILLS CHURCH
EXTERIOR - EXISTING PHOTO
8/14/2020

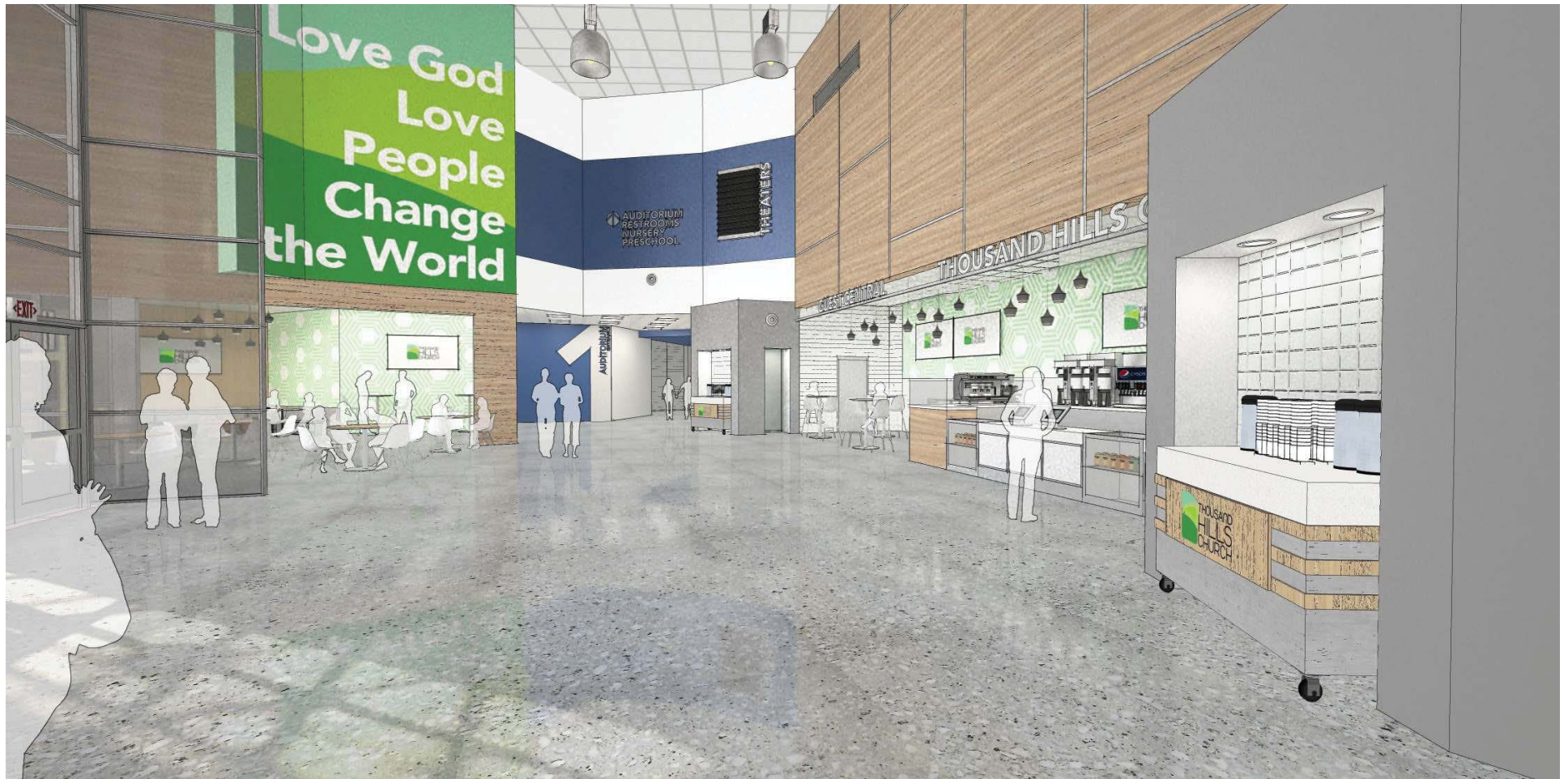




THOUSAND HILLS CHURCH
EXTERIOR - CONCEPT RENDERING
8/14/2020



THOUSAND HILLS CHURCH
INTERIOR - EXISTING PHOTO
8/14/2020



THOUSAND HILLS CHURCH
INTERIOR - CONCEPT RENDERING
8/14/2020



THOUSAND HILLS CHURCH
INTERIOR - EXISTING PHOTO
8/14/2020



THOUSAND HILLS CHURCH
INTERIOR - CONCEPT RENDERING
8/14/2020



THOUSAND HILLS CHURCH
INTERIOR - EXISTING PHOTO
8/14/2020



THOUSAND HILLS CHURCH
INTERIOR - CONCEPT RENDERING
8/14/2020

What is the proposed use-

Eagle Marine offers high end towboats from Tige Boats and ATX Boats, as well as a fully stocked Pro Shop offering all the best Watersports products on the market for wakeboarding, wake surfing, tubing, skiing, etc. The outside of the building will be used for new boat storage that is secured by a wrought iron fence. There will be no more than 15 Boats on the property at one time.

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

The building currently is home to a Tenant that sells and rents high end RV's and Travel Trailers. Additionally, it is also less than 1/10 of a mile from Arrowhead Park and the boat ramp with easy access to Lake Lewisville. From this location just South roughly 4 miles is the start of Boat Row which hosts nearly a dozen boat dealerships exactly like this would be. This dealership would add to the already booming lake and boating culture on Lake Lewisville.

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

The property boasts ample room to hold all the boats in a contained area. This property will be kept in great shape by Eagle Marine as the property is visible to 35 and would draw new customers passing by in. Once again, this would fit in perfectly with the lake culture and boating on Lake Lewisville. This property has been involved with the recreational and sporting goods industry for years. In previous years this property was occupied by a Polaris ATV Dealership.

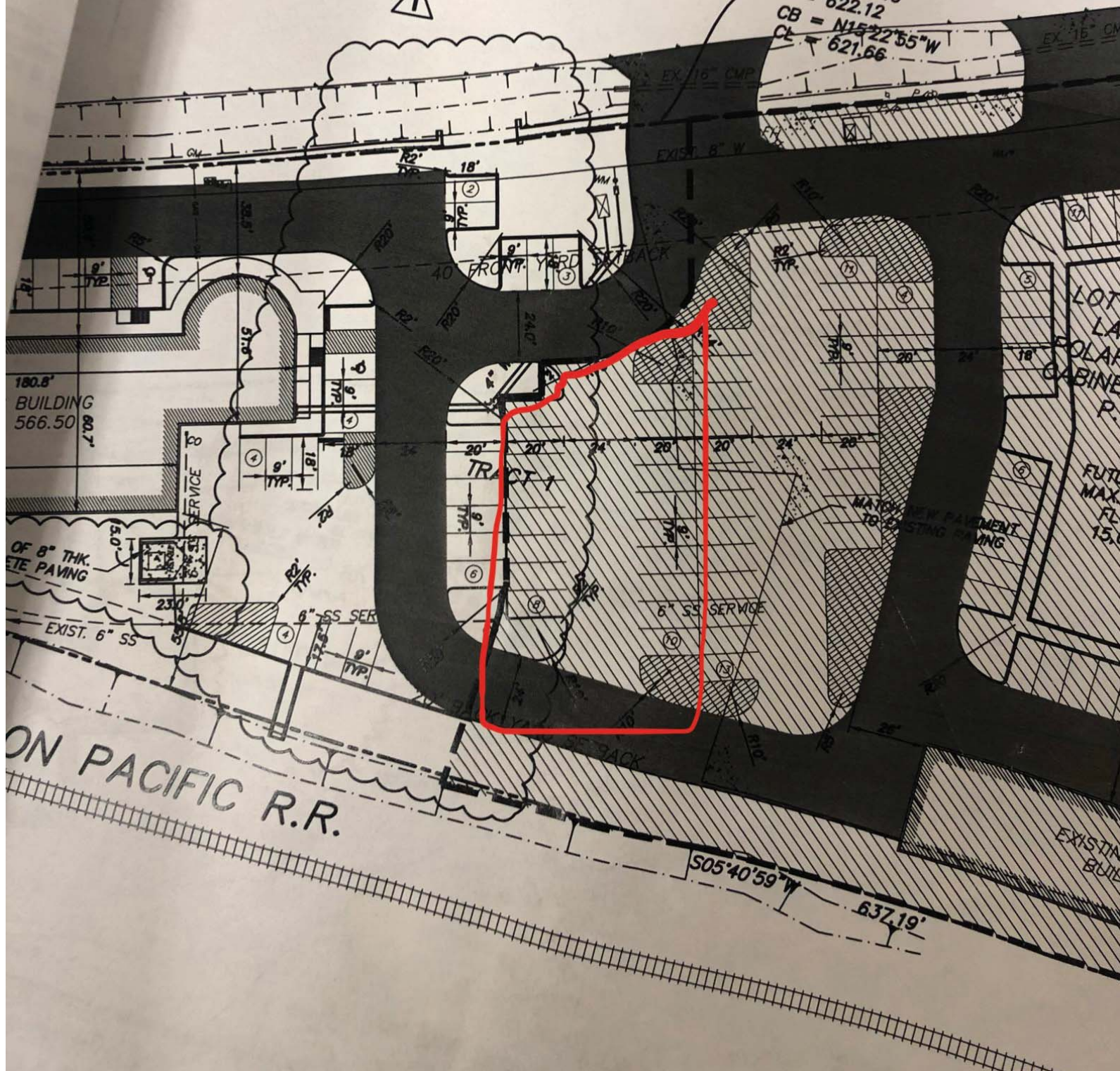
Why do you believe there is a need in this area for the uses that would be allowed under this proposed zoning change?

N/A. SUP Application, No Zoning Changes.

OAD

7

D = 007°37'38"
R = 4673.40
L = 622.12
CB = N15°22'55"W
CE = 621.66



ON PACIFIC R.R.

S05°40'59"W
637.19'

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0824-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A DEVELOPER AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND LENNON II FAMILY LIMITED PARTNERSHIP; 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 developer agreement by and between the Town of Hickory Creek, Texas and Lennon II Family Limited Partnership (hereinafter the "Agreement") concerning the development of a property currently located in the Town’s extra-territorial jurisdiction, 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 24th day of August , 2020.

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
ORDINANCE NO. 2020-08-_____**

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID TOWN SO AS TO INCLUDE A CERTAIN 35.580 ACRE TRACT OR TRACTS OF LAND SITUATED IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 915, DENTON COUNTY, TEXAS WITHIN SAID TOWN LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE TOWN; ADOPTING A WRITTEN SERVICES AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 43 of the Texas Local Government Code of the Town of Hickory Creek, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the following described territory more particularly described in Exhibit "A" which is attached hereto and incorporated herein.

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

1. That the heretofore described property is hereby annexed to the Town of Hickory Creek, Denton County, Texas, and that the boundary limits of the Town of Hickory Creek be and the same are hereby extended to include the above described territory within the Town limits of the Town of Hickory Creek, and the same shall hereafter be included within the territorial limits of said Town, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the Town of Hickory Creek and they shall be bound by the acts, ordinances, resolutions, and regulations of said Town.
2. A Written Services Agreement for the area is hereby adopted and attached as Exhibit "B."
3. The Town Secretary is hereby directed to file with the County Clerk of Denton County, Texas, a certified copy of this ordinance.
4. This ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas,
this 24th day of August, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A – LEGAL DESCRIPTION

35.580 acres situated in the M.E.P.& P.R.R CO. SURVEY, Abst. No. 915, Denton County, Texas, being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042656, Deed Records, Denton County, Texas, and a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042657, Deed Records, Denton County, Texas, and being more particularly described, as follows:

Beginning at a 1/2" iron rod capped HALFF found, the northwest corner of the tract described in deed to Town of Hickory Creek by deed recorded in Document Number 2018-39882, Deed Records, Denton County, Texas, in the east line of PARKRIDGE DRIVE (a variable width Right-of-Way}, from which a 5/8" iron rod found, the southwest corner of said Town of Hickory Creek Tract, bears S 10°27'17" E, 102.88 feet;

THENCE along the east line of said PARKRIDGE DRIVE as follows:

N 12°31'51" W. 225.65 feet to o 5/8" iron rod capped TNP found;

N 13°52'57" W. 448.21 feet to o 1/2" iron rod capped MIZELL 6165 set at the beginning of a curve to the left whose radius is 1530.00 feet and whose long chord bears N 16°25'38" W, 135.81 feet;

Along said curve, in a northerly direction, through a central angle of 05°05'15" a distance of 135.86 feet to a 1/2" iron rod capped MIZELL 6165 set at the end of said curve, at the beginning of a curve to the right whose radius is 590.50 feet and whose long chord bears N 15°24'41" W, 73.32 feet;

Along said curve, in a northerly direction, through a central angle of 07°07'07" a distance of 73.37 feet to a 5/8" iron rod capped TNP found at the end of said curve, at the beginning of a curve to the left whose radius is 309.50 feet and whose long chord bears N 17°23'26" W, 59.972 feet;

Along said curve, in a northerly direction, through a central angle of 11°07'12" a distance of 60.07 feet to a 5/8" iron rod capped TNP found at the end of said curve;

THENCE S 01°24'03" E, along the east line of said Lennon II Family Limited Partnership (96-0042656) tract, passing the southeast corner of said Lennon II Family Limited Partnership (96-0042656) tract and the northeast corner of said Lennon II Family Limited Partnership (96-0042657) tract, continuing along the east line of said Lennon II Family Limited Partnership (96-0042657) tract, in all, a distance of 1029.50 feet to a 1/2" iron rod capped HALFF found, the northeast corner of said Town of Hickory Creek tract;

THENCE S 88°33'16" W, along the north line of said Town of Hickory Creek tract, 1353.99 feet to the POINT OF BEGINNING and containing 35.580 acres of land.

EXHIBIT B – WRITTEN SERVICE AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**MUNICIPAL WRITTEN SERVICES AGREEMENT BETWEEN
THE TOWN OF HICKORY CREEK, TEXAS AND OWNER**

This Municipal Written services Agreement ("Agreement") is entered into on 29th ____ day of May _____, 2020 ____ by and between the Town of Hickory Creek, Texas a Type A General Law municipality of the State of Texas, ("Town") and Lennon II Family, Ltd. ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Texas Local Government Code ("LGC") permits the Town to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the Town elects to annex such an area, the Town is required to enter into a written agreement with the property owner(s) that sets forth the Town services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Denton County, Texas, which consists of approximately 35.580 acres of land in the Town's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the Town for annexation of the Property ("Annexation Case");

WHEREAS, Town and Owner desire to set out the Town services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Hickory Creek Town Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, Town and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. **INTENT.** It is the intent of the Town that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the Town will provide the municipal services set forth on the attached Exhibit B, unless otherwise specified therein. As used in this Agreement, "providing services" includes having services provided by any method or means by which the Town may extend municipal services to any other area of the Town, including the Town's infrastructure extension policies and developer or property owner participation in accordance with applicable Town ordinances, rules, regulations, and policies.
4. **AUTHORITY.** Town and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the Town Council. Nothing in this Agreement guarantees favorable decisions by the Town Council.
5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
7. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Denton County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
8. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the Town does not waive or surrender any of its governmental powers or immunities.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

TOWN OF HICKORY CREEK

LENNON II FAMILY LTD.

BY: _____
Lynn Clark, Mayor

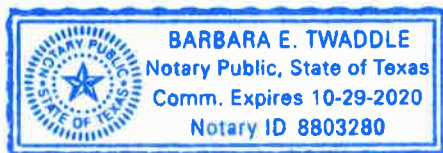
BY: Michael L Carter
NAME: MICHAEL L. CARTER
TITLE: MANAGER

STATE OF TEXAS ☐

COUNTY OF DENTON ☐

On this day personally appeared before me MICHAEL L CARTER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed as his free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 29th day of May, 2020.



Barbara E Twaddle
Notary Public, State of Texas

STATE OF TEXAS



COUNTY OF DENTON



On this day personally appeared before me Lynn Clark, Mayor of The Town of Hickory Creek, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed as her free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this _____ day of _____, 2020.

Notary Public, State of Texas

EXHIBIT A – LEGAL DESCRIPTION

35.580 acres situated in the M.E.P.& P.R.R CO. SURVEY, Abst. No. 915, Denton County, Texas, being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042656, Deed Records, Denton County, Texas, and a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042657, Deed Records, Denton County, Texas, and being more particularly described, as follows:

Beginning at a 1/2" iron rod capped HALFF found, the northwest corner of the tract described in deed to Town of Hickory Creek by deed recorded in Document Number 2018-39882, Deed Records, Denton County, Texas, in the east line of PARKRIDGE DRIVE (a variable width Right-of-Way}, from which a 5/8" iron rod found, the southwest corner of said Town of Hickory Creek Tract, bears S 10°27'17" E, 102.88 feet;

THENCE along the east line of said PARKRIDGE DRIVE as follows:

N 12°31'51" W. 225.65 feet to a 5/8" iron rod capped TNP found;

N 13°52'57" W. 448.21 feet to a 1/2" iron rod capped MIZELL 6165 set at the beginning of a curve to the left whose radius is 1530.00 feet and whose long chord bears N 16°25'38" W, 135.81 feet;

Along said curve, in a northerly direction, through a central angle of 05°05'15" a distance of 135.86 feet to a 1/2" iron rod capped MIZELL 6165 set at the end of said curve, at the beginning of a curve to the right whose radius is 590.50 feet and whose long chord bears N 15°24'41" W, 73.32 feet;

Along said curve, in a northerly direction, through a central angle of 07°07'07" a distance of 73.37 feet to a 5/8" iron rod capped TNP found at the end of said curve, at the beginning of a curve to the left whose radius is 309.50 feet and whose long chord bears N 17°23'26" W, 59.972 feet;

Along said curve, in a northerly direction, through a central angle of 11°07'12" a distance of 60.07 feet to a 5/8" iron rod capped TNP found at the end of said curve;

THENCE N 22°58'34" W. 135.89 feet to an aluminum disk stamped TXDOT in the southerly line of TEASLEY DRIVE (a variable width Right-of-Woy);

THENCE along the southerly line of said TEASLEY DRIVE, as follows:

N 25°22'56" W. 21.95 feet to a 1/2" iron rod capped MIZELL 6165 set;

N 38°04'53" E. 17.10 feet to a 1/2" iron rod capped MIZELL 6165 set;

S 89°41'36" E, 1612.64 feet to an aluminum disk stamped TXDOT in the east line of said Lennon II Family Limited Partnership (96-0042656) tract, for the northwest corner of the

tract described in deed to Alan Harvey Goldfield and Shirley Mae Goldfield by deed recorded in Document Number 2013-58239, Deed Records, Denton County, Texas, from which on aluminum disk stamped TXDOT, for the northeast corner of said Goldfield tract, bears N 89°41'36" E, 1339.39 feet;

THENCE S 01°24'03" E, along the east line of said Lennon II Family Limited Partnership (96-0042656) tract, passing the southeast corner of said Lennon II Family Limited Partnership (96-0042656) tract and the northeast corner of said Lennon II Family Limited Partnership (96-0042657) tract, continuing along the east line of said Lennon II Family Limited Partnership (96-0042657) tract, in all, a distance of 1029.50 feet to a 1/2" iron rod capped HALFF found, the northeast corner of said Town of Hickory Creek tract;

THENCE S 88°33'16" W, along the north line of said Town of Hickory Creek tract, 1353.99 feet to the POINT OF BEGINNING and containing 35.580 acres of land.

EXHIBIT B - SERVICES

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

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

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

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

3. Planning, Zoning, and Building: The Town's Planning and Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
4. Publicly Owned Parks, Facilities, and Buildings:

- a. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the Town. Fees for such usage shall be in accordance with current fees established by ordinance. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the Town will provide for maintenance and operation of the same upon acceptance of legal title thereto by the Town and appropriations therefor.
- b. In the event the Town acquires any other parks, facilities, or buildings necessary for Town services within the Property, the appropriate Town department will provide maintenance and operations of the same.

Any publicly owned facility, building, or service located within the Property, and not otherwise owned or maintained by another governmental entity, shall be maintained by the Town on the effective date of the annexation ordinance.

5. Streets:

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

6. Solid Waste, Water, and Wastewater:

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

c. Wastewater Facilities:

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

d. Water Facilities:

- i. Operation and maintenance of water facilities in the Property that are within the service area of another water utility will be responsibility of that utility.
- ii. Existing developments, business or homes that are on individual water wells or private water systems will be allowed to continue to remain on these systems until a request for water service is made to LCMUA. These requests for service will be handled in accordance with the applicable utility service line extension and connection policies currently in place at the time the request for service is received.⁷

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

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2020-08-_____

AN ORDINANCE OF THE TOWN COUNCIL OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY DESIGNATING CERTAIN TRACTS OF LAND LEGALLY DESCRIBED AS A0915A M.E.P. & P.R.R. TR 16 (PT), 3.086 ACRES OF LAND AND A0915A M.E.P. & P.R.R. TR 15 AND 16 (PT), 35.580 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN; AS PD (PLANNED DEVELOPMENT); PROVIDING THAT SUCH TRACTS OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE PLANNED DEVELOPMENT ZONING DISTRICT DESIGNATION FOR THE SUBJECT PROPERTY; PROVIDING A PRELIMINARY SITE PLAN; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the owners/representatives of 3.086 acres of land and 35.580 acres of land described on Exhibit "A" attached hereto and incorporated herein (the "Property"), has applied for a zoning designation of PD (Planned Development) District; and

WHEREAS, such application further requested an amendment to the official Zoning District Map of the Town in accordance with the zoning ordinance of the Town; and

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

WHEREAS, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of this Town, and after considering the information submitted at that public hearing and all other relevant information and materials, including the character of the Property and its suitability for particular uses and development, with a view of encouraging the most appropriate use of the Property, the Town Council made a finding that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the Town Council has determined that there is a necessity and need for the change in zoning and that the proposed change is consistent with the Comprehensive Land Use Plan of the Town.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **REZONING**

The zoning ordinance of the Town of Hickory Creek, Texas, the same being the Town's Comprehensive Zoning Ordinance, as it exists on the date of the adoption of this Ordinance (the "Comprehensive Zoning Ordinance") is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, definitions, phrases, and words are not amended but are hereby ratified and affirmed:

- A. The zoning of the Property hereby designates PD (Planned Development) District for use in accordance with the requirements of this Ordinance and all other applicable ordinances, rules, and regulations of the Town. Requirements of this Ordinance are more specifically described and set forth in Exhibits "B" and "C", which are attached hereto and incorporated herein for all purposes and shall apply to the "PD" Planned Development unless otherwise specified in such Exhibits.
- B. The development standards for this Planned Development are attached hereto as Exhibit "B" and are incorporated herein as if copied in their entirety. Such development standards shall be adhered to in carrying out the development of the Property in accordance with this Ordinance and shall individually and collectively constitute conditions precedent to the granting of any Certificate of Occupancy and building permit for all structures within this Planned Development.

- C. A conceptual site plan for the Property is attached hereto as Exhibit "C" and incorporated herein as if copied in its entirety.

SECTION 4 **APPLICABLE REGULATIONS**

Except as otherwise provided in this Ordinance, the Property shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town, including, but not limited to, the Town's subdivision ordinance, building codes, requirements concerning preliminary and comprehensive site plans, landscape plans, and tree preservation. It shall be unlawful for any person, firm, or corporation to make sure of said premises in some manner other than as outlined by this Ordinance.

SECTION 5 **ZONING MAP**

The Town Secretary is hereby directed to mark and indicate on the official Zoning District Map of the Town the zoning change herein made.

SECTION 6 **CUMULATIVE**

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

SECTION 7 **SAVINGS**

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

SECTION 8 **SEVERABILITY**

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

SECTION 9
PENALTY

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

SECTION 10
PUBLICATION

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

SECTION 11
ENGROSSMENT AND ENROLLMENT

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

SECTION 12
EFFECTIVE DATE

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek,
Texas, this 24th day of August, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A
Legal Description

Tract 1

Being a tract of land in the MEP&P RR CO Survey, Abstract No. 915, Denton County, Texas, being a part of that called 10.14 acre tract of land described in Warranty Deed to the Lennon II Family Limited Partnership, as recorded in Document No. 96-R0046257 in the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod with cap stamped "TNP" for the common southwest corner of said 10.14 acre tract of land, the southeast corner of that called 0.1411 acre tract of land described in Right-of-Way Deed to the City of Corinth as recorded in Document No. 2011-73086 in the Official Records of Denton County, Texas (O.R.D.C.T.), the northwest corner of that called 3.2515 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-57560 O.R.D.C.T., and being on the east right-of-way line of Park Ridge Drive (variable width right-of-way);

THENCE North 12 degrees 30 minutes 08 seconds West, along said east right-of-way line, a distance of 101.89 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with HALFF cap") for corner;

THENCE North 88 degrees 33 minutes 10 seconds East, departing said east right-of way line, a distance of 1,354.20 feet to a 1/2-inch set iron rod with "HALFF" cap for corner on the common east line of said 10.14 acre tract of land and the west line of that called 37.4620 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-58239 O.R.D.C.T.;

THENCE South 01 degree 24 minutes 06 seconds East, along said common line, a distance of 70.00 feet to a 1/2-inch set iron rod with "HALFF" cap for the common southwest corner of said 37.4620 acre tract of land and an ell corner of said 3.2515 acre tract of land;

THENCE South 00 degrees 22 minutes 00 seconds East, departing said common line, a distance of 30.01 feet to a found iron rod with aluminum cap stamped "SURVEY MARKER DO NOT DISTURB" for the common southeast corner of said 10.14 acre tract of land and an ell corner of said 3.2515 acre tract of land;

THENCE South 88 degrees 33 minutes 10 seconds West, along the common south line of said 10.14 acre tract of land and a north line of said 3.2515 acre tract of land, a distance of 1,334.04 feet to the POINT OF BEGINNING AND CONTAINING 134,431 square feet or 3.086 acres of land, more or less.

Tract 2

35.580 acres situated in the M.E.P.& P.R.R CO. SURVEY, Abst. No. 915, Denton County, Texas, being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042656, Deed Records, Denton County, Texas, and a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042657, Deed Records, Denton County, Texas, and being more particularly described, as follows:

Beginning at a 1/2" iron rod capped HALFF found, the northwest corner of the tract described in deed to Town of Hickory Creek by deed recorded in Document Number 2018-39882, Deed Records, Denton County, Texas, in the east line of PARKRIDGE DRIVE (a variable width Right-of-Way}, from which a 5/8" iron rod found, the southwest corner of said Town of Hickory Creek Tract, bears S 10°27'17" E, 102.88 feet;

THENCE along the east line of said PARKRIDGE DRIVE as follows:

N 12°31'51" W. 225.65 feet to o 5/8" iron rod capped TNP found;

N 13°52'57" W. 448.21 feet to o 1/2" iron rod capped MIZELL 6165 set at the beginning of a curve to the left whose radius is 1530.00 feet and whose long chord bears N 16°25'38" W, 135.81 feet;

Along said curve, in a northerly direction, through a central angle of 05°05'15" a distance of 135.86 feet to a 1/2" iron rod capped MIZELL 6165 set at the end of said curve, at the beginning of a curve to the right whose radius is 590.50 feet and whose long chord bears N 15°24'41" W, 73.32 feet;

Along said curve, in a northerly direction, through a central angle of 07°07'07" a distance of 73.37 feet to a 5/8" iron rod capped TNP found at the end of said curve, at the beginning of a curve to the left whose radius is 309.50 feet and whose long chord bears N 17°23'26" W, 59.972 feet;

Along said curve, in a northerly direction, through a central angle of 11°07'12" a distance of 60.07 feet to a 5/8" iron rod capped TNP found at the end of said curve;

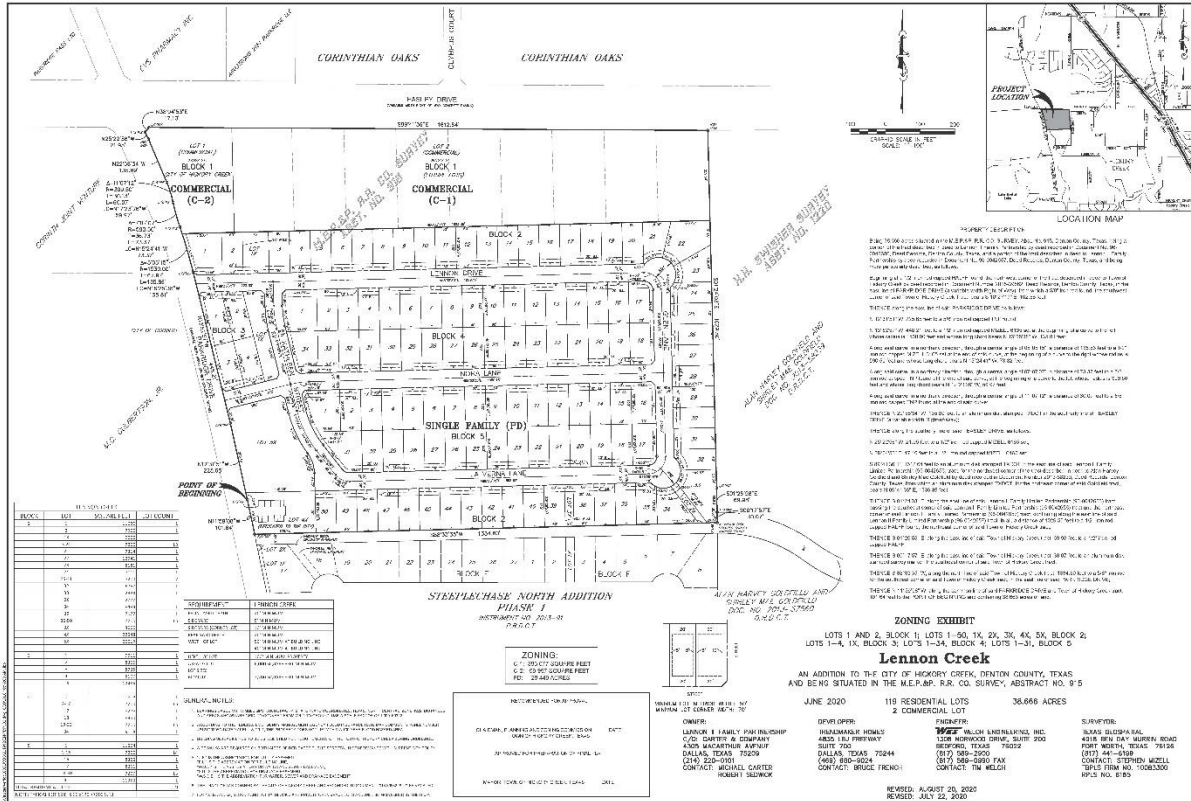
THENCE S 01°24'03" E, along the east line of said Lennon II Family Limited Partnership (96-0042656) tract, passing the southeast corner of said Lennon II Family Limited Partnership (96-0042656) tract and the northeast corner of said Lennon II Family Limited Partnership (96-0042657) tract, continuing along the east line of said Lennon II Family Limited Partnership (96-0042657) tract, in all, a distance of 1029.50 feet to a 1/2" iron rod capped HALFF found, the northeast corner of said Town of Hickory Creek tract;

THENCE S 88°33'16" W, along the north line of said Town of Hickory Creek tract, 1353.99 feet to the POINT OF BEGINNING and containing 35.580 acres of land.

Exhibit B
Planned Development Standards

- A. Commercial Tract (10.218 acres). Comply with current Town Zoning regulations.
- a. Southeast corner of Teasley Drive and Parkridge Drive zoned C-2 as a single lot with a maximum area of 60,000 square feet.
 - b. Balance of the Tract zoned C-1 proposed to be subdivided into a maximum of 10 lots.
- B. Single Family Planned Development (PD) Tract – (28.448 acres) per Zoning Concept Plan Exhibit
- Developer shall create a Mandatory Homeowners Association for all lots and homeowners within the single-family zoned section. The HOA will be responsible for enforcing CC&Rs covering the Community and maintenance of all common area landscape, irrigation and improvements.
 - Gross Density: 6.68 lots/acre
 - Minimum Lot Requirements:
 - Lot Width as depicted on Zoning Exhibit showing typically 60' wide lots except irregular sized lots such as corner lot conditions
 - Lot Depth: 100-feet minimum (typically 120 feet except irregular lot conditions)
 - Building front yard: 20-feet minimum
 - Building rear yard: 20-feet minimum
 - Building interior side yard: 5-feet minimum, 10-feet on corner lot conditions
 - Tree Requirement, 2 trees in the front, 1 tree in the back. (min. 3" caliper measured 48" above ground).
 - Sidewalks constructed with each house to be completed prior to Certificate of Occupancy
 - Home elevation not repeated within 6 lots
 - Lot 1X, 2X, 3X, 4X and 5X in Block 2, and Lot 1X in Block 3 shall contain Public Utility Easements dedicated to Town of Hickory Creek for facility improvements and be open space maintained by the HOA for storm drainage improvements for the Community as noted on the Final Plat
 - Lot 5X shall be improved with playground equipment and picnic tables for the benefit of the homeowners and will be maintained by the HOA
 - At each building permit issuance, builder shall pay a Roadway Impact Fee of \$1,200
 - Landscaped entrance with monument signage identifying subdivision (consistent to Steeplechase)

Updated: 8/19/20



**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0824-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A SPECIAL WARRANTY DEED FROM THE TOWN OF HICKORY CREEK, TEXAS TO LENNON II FAMILY LIMITED PARTNERSHIP; 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 finds:

1. that it owns the property identified in the Special Warranty Deed (the “Deed”) attached hereto as Exhibit A;
2. that the land described in the Deed is being conveyed to an abutting fee simple property owner;
3. that the land described in the Deed is a narrow strip of land that cannot be independently used under applicable subdivision, zoning, or other development control ordinances due to its shape, lack of access to public roads, or small area;
4. that the land described in the Deed was previously given to the Town by the proposed Grantee for nominal consideration; and
5. that the transfer of the land described in the Deed is made in proportion to the neighboring property owner abutting fee simple ownership in an equitable manner.

WHEREAS, upon full review and consideration of the Deed, and all matters attendant and related thereto, the Town Council is of the opinion that it should be executed, 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 Deed 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 24th day of August, 2020

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

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

STATE OF TEXAS)
)
COUNTY OF DENTON)

SPECIAL WARRANTY DEED

Basic Information

Date: July ____, 2020

Grantor: The Town of Hickory Creek, Texas

Grantor's Mailing Address: 1075 Ronald Reagan Ave., Hickory Creek, Texas 75065

Grantee: Lennon II Family Limited Partnership

Grantee's Mailing Address: _____

Consideration: Ten Dollars Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto.

Property (including any improvements): The real property described on Exhibit A, attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title it taken; validly existing easements, rights of way, and prescriptive rights, whether of record or not; and all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by,

through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

The Town of Hickory Creek, Texas

BY: _____
Lynn Clark, Mayor

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

Before me, a Notary Public, on this day, personally appeared Lynn Clark who proved to me through _____ 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 and in the capacities represented.

Given under my hand and seal of office this _____ day of _____, A.D., 2020.

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

EXHIBIT A

Being a tract of land in the MEP&P RR CO Survey, Abstract No. 915, Denton County, Texas, being a part of that called 10.14 acre tract of land described in Warranty Deed to the Lennon II Family Limited Partnership, as recorded in Document No. 96-R0046257 in the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod with cap stamped "TNP" for the common southwest corner of said 10.14 acre tract of land, the southeast corner of that called 0.1411 acre tract of land described in Right-of-Way Deed to the City of Corinth as recorded in Document No. 2011-73086 in the Official Records of Denton County, Texas (O.R.D.C.T.), the northwest corner of that called 3.2515 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-57560 O.R.D.C.T., and being on the east right-of-way line of Park Ridge Drive (variable width right-of-way);

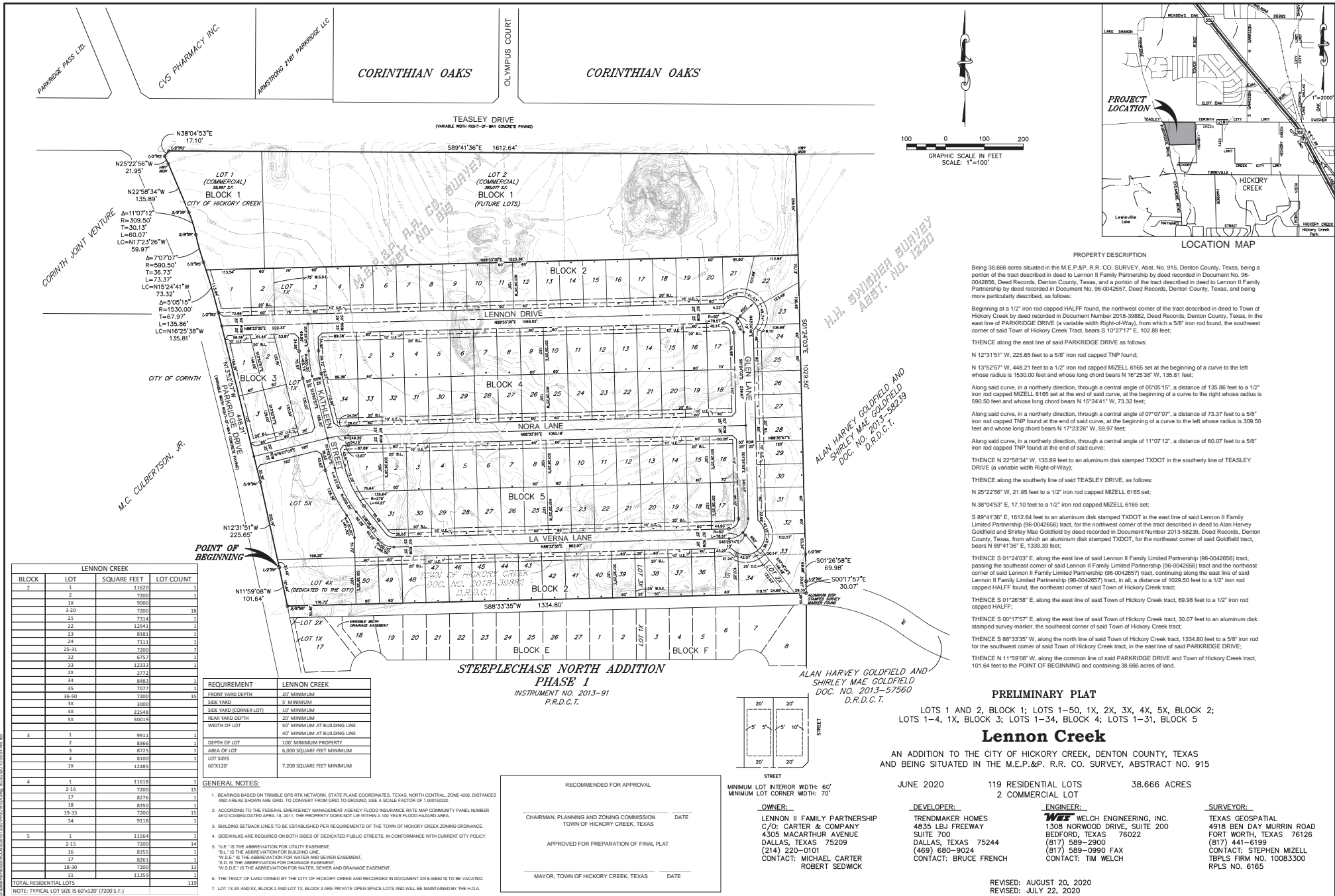
THENCE North 12 degrees 30 minutes 08 seconds West, along said east right-of-way line, a distance of 101.89 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with HALFF cap") for corner;

THENCE North 88 degrees 33 minutes 10 seconds East, departing said east right-of-way line, a distance of 1,354.20 feet to a 1/2-inch set iron rod with "HALFF" cap for corner on the common east line of said 10.14 acre tract of land and the west line of that called 37.4620 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-58239 O.R.D.C.T.;

THENCE South 01 degree 24 minutes 06 seconds East, along said common line, a distance of 70.00 feet to a 1/2-inch set iron rod with "HALFF" cap for the common southwest corner of said 37.4620 acre tract of land and an ell corner of said 3.2515 acre tract of land;

THENCE South 00 degrees 22 minutes 00 seconds East, departing said common line, a distance of 30.01 feet to a found iron rod with aluminum cap stamped "SURVEY MARKER DO NOT DISTURB" for the common southeast corner of said 10.14 acre tract of land and an ell corner of said 3.2515 acre tract of land;

THENCE South 88 degrees 33 minutes 10 seconds West, along the common south line of said 10.14 acre tract of land and a north line of said 3.2515 acre tract of land, a distance of 1,334.04 feet to the POINT OF BEGINNING AND CONTAINING 134,431 square feet or 3.086 acres of land, more or less.



Lennon Creek			
BLOCK	LOT	SQUARE FEET	LOT COUNT
2	1	21620	1
	2	7200	2
	1X	9000	1
	2-20	7200	18
	21	7314	1
	22	12941	1
	23	8181	1
	24	7111	1
	25-31	7200	7
	32	6757	1
	33	12333	1
	34	2773	1
	35	8483	1
	36-50	7077	15
	51	2000	1
3	4X	22548	1
	5X	50019	1
	1	9911	1
	2	8365	1
	3	8723	1
4	4	8106	1
	1X	12485	1
	1	11618	1
	2-16	7200	15
5	17	8276	1
	18	8350	1
	19-33	7200	15
	34	5119	1
	1	11564	1
	2-15	7200	14
TOTAL RESIDENTIAL LOTS	16	8350	1
	17	8261	1
	18-30	7200	13
	31-39	11399	9
	40	11399	1

REQUIREMENT	LENNON CREEK
FRONT YARD DEPTH	20' MINIMUM
SIDE YARD	5' MINIMUM
SIDE YARD (CORNER LOT)	30' MINIMUM
REAR YARD DEPTH	20' MINIMUM
WIDTH OF LOT	20' MINIMUM AT BUILDING LINE 40' MINIMUM AT BUILDING LINE
DEPTH OF LOT	100' MINIMUM PROPERTY
AREA OF LOT	6,000 SQUARE FEET MINIMUM
LOT SIZES	60' X 120'
	7,200 SQUARE FEET MINIMUM

GENERAL NOTES:

- BEARINGS BASED ON TRIMBLE GPS RTK NETWORK, STATE PLANE COORDINATES, TEXAS, NORTH CENTRAL, ZONE 4202. DISTANCES AND AREA ARE SHOWN ARE OBTAINED FROM GPS TO GROUND. USE A SCALE FACTOR OF 1.0001690.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 481270385G DATED APRIL 18, 2011, THE PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD AREA.
- BUILDING SETBACK LINES TO BE ESTABLISHED PER REQUIREMENTS OF THE TOWN OF HICKORY CREEK ZONING ORDINANCE.
- SIDEWALKS ARE REQUIRED ON BOTH SIDES OF DEDICATED PUBLIC STREETS, IN CONFORMANCE WITH CURRENT CITY POLICY.
- "U.E." IS THE ABBREVIATION FOR UTILITY EASEMENT.
"S.L." IS THE ABBREVIATION FOR BUILDING LINE.
"W.S.E." IS THE ABBREVIATION FOR WATER AND SEWER EASEMENT.
"S.D." IS THE ABBREVIATION FOR DRAINAGE EASEMENT.
"W.S.D.E." IS THE ABBREVIATION FOR WATER, SEWER AND DRAINAGE EASEMENT.
- THE TRACT OF LAND OWNED BY THE CITY OF HICKORY CREEK AND RECORDED IN DOCUMENT NO. 2013-38882 IS TO BE VACATED.
- LOT 1X-3X AND 5X, BLOCK 2 AND LOT 1X, BLOCK 3 ARE PRIVATE OPEN SPACE LOTS AND WILL BE MAINTAINED BY THE H.O.A.

RECOMMENDED FOR APPROVAL

CHAIRMAN, PLANNING AND ZONING COMMISSION

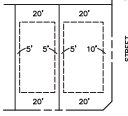
TOWN OF HICKORY CREEK, TEXAS

DATE

APPROVED FOR PREPARATION OF FINAL PLAN

MAYOR, TOWN OF HICKORY CREEK, TEXAS

DATE



PRELIMINARY PLAN

LOTS 1 AND 2, BLOCK 1; LOTS 1-50, 1X, 2X, 3X, 4X, 5X, BLOCK 2;
LOTS 1-4, 1X, BLOCK 3; LOTS 1-34, BLOCK 4; LOTS 1-31, BLOCK 5

Lennon Creek

AN ADDITION TO THE CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS
AND BEING SITUATED IN THE M.E.P.&P. R.R. CO. SURVEY, ABSTRACT NO. 915

JUNE 2020

119 RESIDENTIAL LOTS

2 COMMERCIAL LOT

38.666 ACRES

OWNER:
LENNON II FAMILY PARTNERSHIP
C/O: CARTER & COMPANY
4305 MACARTHUR AVENUE
DALLAS, TEXAS 75209
(214) 220-0101
CONTACT: MICHAEL CARTER
ROBERT SEDWICK

DEVELOPER:
TRENDMAKER HOMES
4835 LBJ FREEWAY
BEDFORD, TEXAS 76022
DALLAS, TEXAS 75244
(469) 680-9024
CONTACT: BRUCE FRENCH

ENGINEER:
T.W. WELCH ENGINEERING, INC.
1308 NORWOOD DRIVE, SUITE 200
BEDFORD, TEXAS 76022
(817) 589-2900
(817) 589-0950 FAX
CONTACT: TIM WELCH

SURVEYOR:
TEXAS GEOSPATIAL
4918 BEN DAY MURRIN ROAD
FORT WORTH, TEXAS 76126
(817) 441-6199
CONTACT: STEPHEN MIZELL
TBPLS CONTRACT NO. 10083300
RPLS NO. 6165

REVISED: AUGUST 20, 2020
REVISED: JULY 22, 2020

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0824-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A LEASE BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND THE TEXAS DEPARTMENT OF TRANSPORTATION; 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 Lease by and between the Town of Hickory Creek, Texas and the Texas Department of Transportation (hereinafter the "Agreement") for the use of the Department’s property, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Amendment, 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 24th day of August, 2020.

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 REGARDING ADOPTION OF RESOLUTION

THE STATE OF TEXAS
COUNTY OF DENTON
TOWN OF HICKORY CREEK

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

1. The Town Council of the Town convened in regular meeting on August 24, 2020, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Town Council, to wit:

Lynn Clark; Mayor
Tracee Elrod; Councilmember Place 1
Chris Gordon; Councilmember Place 3

Paul Kenney; Mayor Pro Tem
Richard DuPree; Councilmember Place 2
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

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

was duly introduced for the consideration of said Town Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried with all members present voting "AYE" except the following:

NAY: ____ ABSTAIN: ____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Town Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Town Council's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Town Council as indicated therein; that each of the officers and members of said Town 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 adoption 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 Chapter 551, Texas Government Code.

3. That the Mayor of said Town has approved and hereby approves the aforesaid Resolution; that the Mayor and the Town Secretary of said Town have duly signed said Resolution; and that the Mayor and the Town Secretary of said Town 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 24, 2020.

Town Secretary,
Town of Hickory Creek, Texas

Mayor,
Town of Hickory Creek, Texas

{SEAL}

*Town of Hickory Creek - Certificate Regarding Adoption of a Resolution Directing Publication of Notice
of Intention to Issue Combination Tax and Revenue Certificates of Obligation*

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS
COUNTY OF DENTON
TOWN OF HICKORY CREEK

WHEREAS, the Town of Hickory Creek (the "**Town**") deems it advisable to give notice of intention to issue one or more series of Certificates of Obligation in the maximum principal amount of \$4,150,000, for paying all or a portion of the Town's contractual obligations to be incurred in connection with the following public projects: (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (2) acquiring, constructing and equipping public park improvements consisting of trails; picnic areas, seating and tables; piers and beach areas; playgrounds and splashpads; open space and nature improvements and educational exhibits; sports and recreation areas and pavilions; parking and camping areas; outdoor amphitheater; (3) acquiring and installing fire hydrants; and (4) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto as **Exhibit A** is a form of the "Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for the Town of Hickory Creek, Texas" (the "**Notice**"), the form and substance of which is hereby adopted and approved.

Section 2. The Town Secretary shall cause the Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the Town of Hickory Creek, once a week for two consecutive weeks, the date of the first publication thereof to be at least forty-five days prior to October 26, 2020, which is the date set for the adoption of the ordinance authorizing the issuance of such Certificates of Obligation as shown in the Notice. Additionally, such Notice shall be posted continuously on the Town's website for at least forty-five days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates of Obligation.

Section 3. The facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in the Notice.

Section 4. This Resolution shall become effective immediately upon adoption.

EXHIBIT A

NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR THE TOWN OF HICKORY CREEK, TEXAS

The Town Council of the Town of Hickory Creek, Texas, shall convene a meeting at 6:00 P.M. on October 26, 2020, at its regular meeting place at 1075 Ronald Reagan Avenue, Hickory Creek, TX 75065 and during such meeting, the Town Council will consider the passage of an ordinance or ordinances authorizing the issuance of one or more series of interest bearing certificates of obligation in the principal amount not to exceed \$4,150,000, for paying all or a portion of the Town's contractual obligations to be incurred in connection with (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (2) acquiring, constructing and equipping public park improvements consisting of trails; picnic areas, seating and tables; piers and beach areas; playgrounds and splashpads; open space and nature improvements and educational exhibits; sports and recreation areas and pavilions; parking and camping areas; outdoor amphitheater; (3) acquiring and installing fire hydrants; and (4) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects. Such certificates are to be made payable from ad valorem taxes and a lien on and pledge of surplus revenues of the Town's waterworks and sewer system. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the Town is \$6,615,000. The current combined principal and interest on all outstanding debt obligations of the Town, paid on time and in full, is \$8,483,859. The maximum principal amount of the certificates to be authorized is \$4,150,000.00 and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$4,923,100. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date of the certificates to be authorized is August 15, 2040. The above information excludes no outstanding debt obligations the Town has designated as self-supporting and which the Town reasonably expects to pay from revenue sources other than ad valorem taxes.

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2020-08-____**

AN ORDINANCE OF THE TOWN OF HICKORY CREEK ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR FILING OF BUDGET AND ORDINANCE; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the budget for the Town of Hickory Creek, Texas, has been on file at town hall for at least fifteen days prior to a public hearing held on such budget; and

WHEREAS, public notice of a public hearing on the proposed annual budget, stating the date, time, and place and subject matter of the public hearing, was given as required by the laws of the State of Texas; and

WHEREAS, the town has acknowledged that this budget will raise more total property taxes than last year's budget by \$91,811 or 4.53% and of that amount \$88,075 is tax revenue to be raised from new property added to the tax roll this year.

WHEREAS, a public hearing was conducted on said budget and all interested persons were given an opportunity to be heard for or against any item therein; and

WHEREAS, on this 24th day of August 2020, the Town Council of the Town of Hickory Creek, Texas, Agenda Item ____ was presented by motion by Councilmember _____ which was properly seconded by Councilmember _____ providing for the adoption of the budget for fiscal period October 1, 2020 to September 30, 2021; a vote being called, Councilmember Elrod voted _____, Councilmember Dupree voted _____, Councilmember Gordon voted _____, Councilmember Kenney voted _____ and Councilmember Theodore voted _____ the motion carried by a vote of _in favor to _ against, accordingly the ordinance passed.

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

**SECTION 1
BUDGET ADOPTED**

The budget attached hereto as exhibit "A" and incorporated herein by this reference is approved and adopted for the fiscal year beginning October 1, 2020 and ending September 30, 2021, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases and other expenditures as proposed in the attached budget.

SECTION 2
EXPENDITURE OF FUNDS

No funds of the Town shall be made except in compliance with the budget and applicable state law; provided, however, that in the case of grave public necessity expenditures to meet unforeseen conditions, may from time to time be authorized by the Town.

SECTION 3
FILING OF BUDGET AND ORDINANCE

The Mayor shall file or cause to be filed a true and correct copy of the approved budget, along with this Ordinance, with the Town Secretary and in the office of the Denton County Clerk.

SECTION 4
SAVINGS CLAUSE

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

SECTION 5
SEVERABILITY

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

SECTION 6
ENGROSSMENT AND ENROLLMENT

The town secretary is hereby directed to engross and enroll this ordinance by copying the descriptive caption and effective date clause in the minutes of the town council and by filing this ordinance in the ordinance records of the town.

SECTION 7
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas,
this the 24th day of August, 2020.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek

APPROVED AS TO FORM:

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

Town of Hickory Creek

2020-2021 Fiscal Year Budget

		2019-20 FY Adopted Budget 9/3/19	2019-20 FY Amended Budget 5/26/20		Variations from 2019-2020 FY Adopted Budget
Ad Valorem Tax Revenue	2018-19 FY Actuals			2020-21 FY Budget	
4002 M&O	1,140,934.86	1,217,088.00	1,217,088.00	1,312,360.00	
4004 M&O Penalties & Interest	4,853.64	5,000.00	2,000.00	4,500.00	
4006 Delinquent M&O	18,839.39	3,500.00	5,000.00	5,000.00	
4008 I&S Debt Service	802,125.34	807,829.00	807,829.00	804,368.00	
4010 I&S Penalties & Interest	2,550.33	3,000.00	1,500.00	2,500.00	
4012 Delinquent I&S	16,420.66	2,500.00	4,000.00	4,000.00	
Total Ad Valorem Tax Revenue	1,985,724.22	2,038,917.00	2,037,417.00	2,132,728.00	4.60%
Building Department Revenue					
4102 Building Permits	310,674.10	275,000.00	502,000.00	350,000.00	
4104 Certificate of Occupancy	2,700.00	2,000.00	300.00	500.00	
4106 Contractor Registration	5,325.00	5,000.00	4,000.00	5,000.00	
4108 Preliminary/ Final Plat	5,595.00	0.00	7,500.00	0.00	
4110 Preliminary/Final Site Plan	500.00	0.00	0.00	0.00	
4112 Health Inspections	9,200.00	10,000.00	10,000.00	10,000.00	
4122 Septic Permits	850.00	0.00	0.00	0.00	
4124 Sign Permits	3,330.00	3,000.00	2,000.00	1,600.00	
4126 Special Use Permit	4,000.00	200.00	200.00	200.00	
4128 Variance Fee	500.00	500.00	500.00	500.00	
4130 Vendor Fee	75.00	75.00	75.00	75.00	
4132 Alarm Permit Fees	700.00	800.00	1,200.00	1,200.00	
Total Building Department Revenue	343,449.10	296,575.00	527,775.00	369,075.00	24.45%
Franchise Fee Revenue					
4202 Atmos Energy	39,934.96	42,000.00	40,003.00	40,500.00	
4204 Charter Communications	41,255.20	42,500.00	42,500.00	39,000.00	
4206 Century Link	2,571.99	2,000.00	2,000.00	1,500.00	
4208 CoServ	4,691.49	4,200.00	4,200.00	4,200.00	
4210 Oncor Electric	144,600.76	148,000.00	137,825.00	138,000.00	
4212 Republic Services	41,966.65	44,000.00	44,000.00	44,500.00	
Total Franchise Fee Revenue	275,021.05	282,700.00	270,528.00	267,700.00	-5.31%
Interest Revenue					
4302 Animal Shelter Interest	241.97	0.00	100.00	0.00	
4308 Drug Forfeiture Interest	1.16	0.00	1.00	0.00	
4310 Drug Seizure Interest	0.56	0.00	1.00	0.00	
4314 Logic Investment Interest	96,971.00	35,000.00	40,000.00	45,600.00	
4320 Logic Street/Road Improvements	12,041.41	5,000.00	2,500.00	1,100.00	
4322 Logic Turbeville Road	5,176.14	0.00	2,000.00	950.00	
4326 PD State Training Interest	2.58	0.00	2.00	0.00	
4328 Logic Harbor/Sycamore Bend	80.40	0.00	50.00	0.00	
Total Interest Revenue	114,515.22	40,000.00	44,654.00	47,650.00	19.13%
Interlocal Revenue					
4402 Corp Contract Current Year	33,006.20	34,000.00	34,000.00	41,500.00	
Total Interlocal Revenue	33,006.20	34,000.00	34,000.00	41,500.00	22.06%
Miscellaneous Revenue					
4502 Animal Adoption & Impound	17,030.00	9,500.00	9,500.00	8,600.00	
4506 Animal Shelter Donations	489.00	1,000.00	1,000.00	500.00	
4508 Annual Park Passes	29,784.01	20,000.00	20,000.00	20,000.00	
4510 Arrowhead Park Fees	53,376.00	18,000.00	18,000.00	22,000.00	
4512 Beer & Wine Permit	30.00	150.00	150.00	150.00	
4516 Corp Parks Fund Reserve	0.00	184,000.00	184,000.00	36,500.00	
4518 Drug Forfeiture	0.00	0.00	0.00	0.00	
4520 Drug Seizure	1,352.00	0.00	0.00	0.00	
4522 EDC Payment/Ronald Reagan	45,778.33	45,778.00	45,778.00	45,778.00	
4524 Fund Balance Reserve	0.00	487,548.00	512,967.00	224,210.00	
4526 Mineral Rights	0.00	0.00	0.00	0.00	
4528 NSF Fees	0.00	25.00	25.00	Delete	
4530 Other Receivables	73,190.19	12,100.00	45,000.00	48,000.00	
4534 PD State Training	1,252.68	0.00	1,297.00	0.00	
4536 Point Vista Park Fees	5,617.00	5,000.00	5,000.00	6,500.00	
4546 Street Improvement Restricted	0.00	0.00	0.00	650,000.00	

Town of Hickory Creek

2020-2021 Fiscal Year Budget

		2019-20 FY Adopted Budget 9/3/19	2019-20 FY Amended Budget 5/26/20	2020-21 FY Proposed Budget	Variations from 2019-2020 FY Adopted Budget
Miscellaneous Revenue (Continued)	2018-19 FY Actuals				
4550 Sycamore Bend Park Fees	21,841.75	15,000.00	15,000.00	15,000.00	
4554 Building Security Fund Reserve	0.00	30,000.00	30,000.00	5,000.00	
4556 Court Technology Fund Reserve	0.00	0.00	0.00	0.00	
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.00	0.00	
4560 2020 CO Proceeds	0.00	0.00	0.00	0.00	
Total Miscellaneous Revenue	249,740.96	828,101.00	887,717.00	1,082,238.00	30.69%
Municipal Court Revenue					
4602 Building Security Fee	10,521.40	10,800.00	9,270.00	9,270.00	
4604 Citations	475,922.27	675,000.00	450,000.00	450,000.00	
4606 Court Technology	13,853.56	14,150.00	12,115.00	12,115.00	
4608 Jury Fee	19-20 Amended Add	19-20 Amended Add	75.00	150.00	
4610 Truancy Fee	19-20 Amended Add	19-20 Amended Add	3,000.00	5,000.00	
4612 State Court Costs	230,361.79	242,150.00	208,000.00	208,000.00	
4614 Child Safety Fees	603.07	1,000.00	1,000.00	750.00	
Total Municipal Court Revenue	731,262.09	943,100.00	683,460.00	685,285.00	-27.34%
Sales Tax Revenue					
4702 Sales Tax General Fund	1,148,170.85	1,237,500.00	1,237,500.00	1,237,500.00	
4706 Sales Tax 4B Corporation	393,299.33	412,500.00	412,500.00	412,500.00	
4708 Sales Tax Mixed Beverage	390.55	500.00	7,000.00	7,000.00	
Total Sales Tax Revenue	1,541,860.73	1,650,500.00	1,657,000.00	1,657,000.00	0.39%
Total Revenue	5,274,579.57	6,113,893.00	6,142,551.00	6,283,176.00	2.77%

Town of Hickory Creek

2020-2021 Fiscal Year Budget

		2019-20 FY Adopted Budget 9/3/19	2019-20 FY Amended Budget 5/26/20	2020-21 FY Proposed Budget	Variations from 2019-2020 FY Adopted Budget
Capital Outlay Expense					
5010 Street Maintenance	2018-19 FY Actuals -3,660.99	50,000.00	25,000.00	25,000.00	
5012 Streets & Road Improvement	565,346.95	220,000.00	450,000.00	650,000.00	
5022 Parks and Rec Improvements	29,386.50	125,000.00	125,000.00	0.00	
5024 Public Safety Improvements	197,453.66	200,000.00	200,000.00	0.00	
5026 Fleet Purchase/Replacement	102,672.84	5,000.00	5,100.00	52,000.00	
5028 Turbeville/Point Vista Construction	379,747.55	0.00	0.00	Delete	
5030 Sycamore Bend Construction	20-21 Addition	20-21 Addition	20-21 Addition	0.00	
Total Capital Outlay	1,270,946.51	600,000.00	805,100.00	727,000.00	21.17%
Debt Service Expense					
5106 2012 Refunding Bond Series	150,195.69	267,408.00	267,408.00	267,258.00	
5108 2012 Tax Note Series	117,007.49	Debt Retired	Debt Retired	Debt Retired	
5110 2015 Refunding Bond Series	314,425.00	310,400.00	310,400.00	314,550.00	
5112 2015 C.O. Series	274,725.00	275,800.00	275,800.00	276,150.00	
5114 2020 C.O. Series	20-21 Addition	20-21 Addition	20-21 Addition	207,575.00	
Total Debt Service	856,353.18	853,608.00	853,608.00	1,065,533.00	24.83%
General Government Expense					
5202 Bank Service Charges	59.00	50.00	50.00	50.00	
5204 Books & Subscriptions	90.00	400.00	400.00	300.00	
5206 Computer Hardware/Software	10,381.83	15,000.00	18,000.00	108,000.00	
5208 Copier Rental	4,380.52	3,500.00	3,500.00	2,500.00	
5210 Dues & Memberships	1,940.90	2,500.00	2,500.00	2,000.00	
5212 EDC Tax Payment	423,520.22	412,500.00	412,500.00	412,500.00	
5214 Election Expenses	0.00	10,000.00	0.00	12,500.00	
5216 Volunteer/Staff Events	7,125.97	8,000.00	6,500.00	6,500.00	
5218 General Communications	9,420.70	22,000.00	18,000.00	16,000.00	
5222 Office Supplies & Equip.	2,843.98	2,500.00	2,500.00	2,500.00	
5224 Postage	4,836.77	4,000.00	4,000.00	4,000.00	
5226 Community Cause	6,065.13	6,200.00	4,000.00	3,000.00	
5228 Town Council/Board Expense	4,449.95	5,500.00	5,500.00	5,500.00	
5230 Training & Education	2,349.50	2,500.00	1,500.00	1,500.00	
5232 Travel Expense	561.37	2,000.00	1,000.00	1,500.00	
5234 Staff Uniforms	762.94	1,000.00	1,300.00	950.00	
Total General Government	478,788.78	497,650.00	481,250.00	579,300.00	16.41%
Municipal Court Expense					
5302 Books & Subscriptions	150.00	75.00	75.00	75.00	
5304 Building Security	21,276.52	40,800.00	39,270.00	9,270.00	
5312 Court Technology	5,803.09	14,150.00	12,115.00	12,115.00	
5314 Dues & Memberships	75.00	200.00	200.00	200.00	
5318 Merchant Fees/Credit Cards	-479.34	0.00	0.00	0.00	
5322 Office Supplies/Equipment	1,877.09	1,800.00	1,200.00	1,200.00	
5324 State Court Costs	218,346.92	242,150.00	242,150.00	245,000.00	
5326 Training & Education	500.00	500.00	500.00	500.00	
5328 Travel Expense	112.49	500.00	500.00	500.00	
5332 Warrants Collected	3,762.27	0.00	0.00	0.00	
Total Municipal Court	251,424.04	300,175.00	296,010.00	268,860.00	-10.43%
Parks and Recreation Expense					
5402 Events	1,208.80	5,000.00	2,000.00	1,000.00	
5408 Tanglewood Park	1,797.17	2,500.00	2,500.00	1,500.00	
5412 KHCB	592.63	1,000.00	1,000.00	500.00	
5414 Tree City USA	5,141.75	1,500.00	1,500.00	1,500.00	
5416 Town Hall Park	0.00	500.00	2,500.00	0.00	
Total Parks and Recreation	8,740.35	10,500.00	9,500.00	4,500.00	-57.14%
Parks Corps of Engineer Expense					
5412 Arrowhead	19,329.29	60,000.00	60,000.00	60,000.00	
5414 Harbor Grove	7,325.67	69,000.00	69,000.00	15,000.00	
5416 Point Vista	4,175.15	11,000.00	11,000.00	5,000.00	
5418 Sycamore Bend	21,553.07	102,000.00	102,000.00	20,000.00	
Total Parks Corps of Engineer	52,383.18	242,000.00	242,000.00	100,000.00	-58.68%
Personnel Expense					
5502 Administration Wages	283,092.53	299,100.00	299,100.00	314,055.00	
5504 Municipal Court Wages	135,153.41	116,800.00	116,800.00	122,640.00	
5506 Police Wages	636,145.58	759,650.00	759,650.00	797,635.00	
5507 Police Overtime Wages	12,240.47	8,000.00	8,000.00	8,000.00	
5508 Public Works Wages	180,362.93	195,950.00	195,950.00	205,748.00	
5509 Public Works Overtime Wages	1,282.59	1,600.00	1,600.00	1,600.00	
5510 Health Insurance	170,589.00	206,700.00	206,700.00	227,370.00	
5512 Longevity	10,688.00	10,681.00	10,681.00	12,225.00	

Town of Hickory Creek

2020-2021 Fiscal Year Budget

		2019-20 FY Adopted Budget 9/3/19	2019-20 FY Amended Budget 5/26/20	2020-21 FY Proposed Budget	Variations from 2019-2020 FY Adopted Budget
Personnel Expense (Continued)					
5514 Payroll Expense	21,087.07	18,000.00	18,000.00	20,000.00	
5516 Employment Exams	2,687.50	2,500.00	2,500.00	2,500.00	
5518 Retirement (TMRs)	150,388.16	168,000.00	168,000.00	191,225.00	
5520 Unemployment (TWC)	619.65	2,000.00	750.00	3,600.00	
5522 Workman's Compensation	25,353.58	26,650.00	25,361.00	25,500.00	
Total Personnel	1,629,690.47	1,815,631.00	1,813,092.00	1,932,098.00	6.41%
Police Department Expense					
5602 Auto Gas & Oil	25,856.46	28,500.00	20,000.00	20,000.00	
5606 Auto Maintenance & Repair	35,591.24	15,000.00	30,000.00	25,000.00	
5610 Books & Subscriptions	146.91	500.00	500.00	500.00	
5612 Computer Hardware/Software	46,135.83	67,600.00	62,000.00	45,000.00	
5614 Crime Lab Analysis	-136.28	2,000.00	2,000.00	2,000.00	
5616 Drug Forfeiture	0.00	0.00	1,531.00	0.00	
5618 Dues & Memberships	233.82	400.00	400.00	500.00	
5626 Office Supplies/Equipment	1,909.60	1,500.00	1,800.00	1,800.00	
5630 Personnel Equipment	4,217.57	41,500.00	35,000.00	25,000.00	
5634 Travel Expense	1,801.07	2,500.00	2,000.00	3,000.00	
5636 Uniforms	12,796.24	12,000.00	9,000.00	6,000.00	
5640 Training & Education	9,410.02	15,000.00	7,500.00	7,500.00	
5644 Citizens on Patrol	864.23	1,000.00	500.00	500.00	
5646 Community Outreach	701.74	750.00	750.00	1,000.00	
5648 K9 Unit	3,884.65	3,500.00	2,500.00	1,500.00	
Total Police Department	143,413.10	191,750.00	175,481.00	139,300.00	-27.35%
Public Works Department Expense					
5702 Animal Control Donation	0.00	1,000.00	1,000.00	500.00	
5704 Animal Control Equipment	589.83	600.00	600.00	600.00	
5706 Animal Control Supplies	1,132.56	1,500.00	1,000.00	1,000.00	
5708 Animal Control Vet Fees	8,477.50	7,500.00	7,500.00	7,500.00	
5710 Auto Gas & Oil	14,352.23	12,500.00	9,500.00	9,500.00	
5714 Auto Maintenance/Repair	21,661.56	10,000.00	10,000.00	5,000.00	
5716 Beautification	18,541.11	95,000.00	10,000.00	95,000.00	
5718 Computer Hardware/Software	628.98	750.00	1,000.00	1,000.00	
5720 Dues & Memberships	342.00	350.00	350.00	350.00	
5722 Equipment	89,929.83	45,000.00	45,000.00	5,000.00	
5724 Equipment Maintenance	11,541.31	8,000.00	6,000.00	6,000.00	
5726 Equipment Rental	273.98	500.00	4,500.00	4,500.00	
5728 Equipment Supplies	7,123.00	6,500.00	6,500.00	6,500.00	
5732 Office Supplies/Equipment	414.51	800.00	500.00	500.00	
5734 Radios	4,649.11	3,200.00	3,200.00	3,800.00	
5738 Training	709.00	800.00	800.00	800.00	
5740 Travel Expense	225.10	1,000.00	1,000.00	1,000.00	
5742 Uniforms	3,450.64	2,600.00	2,600.00	2,600.00	
5748 Landscaping Services	77,265.28	150,000.00	140,000.00	140,000.00	
Total Public Works Department	261,307.53	347,600.00	251,050.00	291,150.00	-16.24%
Services Expense					
5802 Appraisal District	11,704.00	11,500.00	12,400.00	12,400.00	
5804 Attorney Fees	54,835.23	72,000.00	60,000.00	60,000.00	
5806 Audit	13,500.00	13,500.00	13,500.00	14,500.00	
5808 Codification	1,867.17	2,000.00	2,000.00	2,400.00	
5812 Document Management	1,287.60	1,200.00	1,000.00	600.00	
5814 Engineering	64,210.24	135,000.00	50,000.00	115,000.00	
5816 General Insurance	33,732.58	35,400.00	34,681.00	34,681.00	
5818 Inspections	58,275.00	42,000.00	100,000.00	56,000.00	
5820 Fire Service	613,633.00	615,000.00	615,000.00	615,000.00	
5822 Legal Notices/Advertising	4,205.65	2,500.00	2,500.00	2,500.00	
5824 Library Services	1,506.25	1,000.00	500.00	500.00	
5826 Municipal Judge	11,520.00	12,700.00	12,700.00	13,000.00	
5828 Printing	5,778.73	1,800.00	1,500.00	1,500.00	
5830 Tax Collection	2,273.00	3,500.00	3,000.00	3,000.00	
5832 Computer Technical Support	34,351.79	36,700.00	36,750.00	41,750.00	
5838 Denton County Children's Advocacy	0.00	2,792.00	2,792.00	2,172.00	
5840 Denton County Dispatch	29,301.00	29,387.00	29,387.00	29,632.00	
5844 Helping Hands	91.15	300.00	200.00	200.00	
5846 Span Transit Services	0.00	0.00	100.00	100.00	
5848 DCFOF	0.00	200.00	200.00	Delete	
Total Services	942,072.39	1,018,479.00	978,210.00	1,004,935.00	-1.33%

Town of Hickory Creek

2020-2021 Fiscal Year Budget

		2019-20 FY Adopted Budget 9/3/19	2019-20 FY Amended Budget 5/26/20	2020-21 FY Proposed Budget	Variations from 2019-2020 FY Adopted Budget
Special Events	2018-19 FY Actuals				
6004 Fourth of July Celebration	5,000.00	7,000.00	7,000.00	7,000.00	
6008 Tree Lighting	5,766.73	6,000.00	5,250.00	6,000.00	
Total Special Events	10,766.73	13,000.00	12,250.00	13,000.00	0.00%
Utilities & Maintenance Expense					
5902 Bldg. Maintenance/Supplies	97,373.49	130,000.00	130,000.00	65,000.00	
5904 Electric	29,812.18	25,000.00	25,000.00	20,000.00	
5906 Gas	1,761.58	2,000.00	2,000.00	1,500.00	
5908 Street Lighting	33,449.97	30,000.00	30,000.00	33,000.00	
5910 Telephone	31,686.42	24,000.00	28,000.00	28,000.00	
5912 Water	12,430.78	12,500.00	10,000.00	10,000.00	
Total Utilities & Maintenance	206,514.42	223,500.00	225,000.00	157,500.00	-29.53%
Total Expense	6,060,017.50	6,113,893.00	6,142,551.00	6,283,176.00	2.77%
Net Ordinary Income	(785,437.93)	0.00	0.00	0.00	