



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, JULY 31, 2023, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

- 1.** June 2023 Council Meeting Minutes
- 2.** May 2023 Financial Statements
- 3.** June 2023 Financial Statements
- 4.** Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 2, Animal Control, Article 2.01, General Provisions.

- [5.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement with Structured Technology Solutions, LLC, concerning information technology services.
- [6.](#) Consider and act on the 2023-2024 Hickory Creek Economic Development Corporation Amended Budget.

Regular Agenda

- [7.](#) Conduct a public hearing regarding a request from AWS Boats on behalf of Paul Bosco for a Special Use Permit for a showroom, dealership offices and service center, for the display, sales, leasing, rental, and service of automobiles and storage of automobiles, recreational vehicles, motorcycles and boats in the 700 block of Lake Dallas Drive and consider and act on the same. The legal description of the property is A0284A Cobb, Tr 56, A0284A Cobb, Tr 55, 58, and A0284A Cobb, Tr 57(PT), Town of Hickory Creek, Denton County, Texas.
- [8.](#) Conduct a public hearing regarding a request from KSW Holding Hickory Creek, LP to amend the current PD (Planned Development) zoning designation on the tract of land legally described as The Olana at Hickory Creek, Lot 1, Block 1, Town of Hickory Creek, Denton County, Texas and consider and act on an ordinance adopting the same. The property is located at 1851 Turbeville Road.
- [9.](#) Consider and act on a final plat of The Olana at Hickory Creek, Lot 1, Block 1: being 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The property is located at 1851 Turbeville Road.
- [10.](#) Consider and act on a site and landscape plan for The Olana at Hickory Creek, Lot 1, Block 1: being 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The property is located at 1851 Turbeville Road.
- [11.](#) 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 easement agreement concerning certain use rights for real property located at 1851 Turbeville Road, Hickory Creek, Texas, 75065.
- [12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning pond maintenance for a pond located at 1851 Turbeville Road, Hickory Creek, Texas 75065.
- [13.](#) Consider and act on acceptance of medical, dental and vision rates from Cigna; life, accidental death, short term disability and long term disability from Renaissance; first responder support from Responder Health and a supplemental benefit for an employees' household from New Benefits for employee coverage for Fiscal Year 2023-2024.
- [14.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement with Span, Inc. for transportation services.
- [15.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, proposing a tax rate which represents the No-New-Revenue tax rate for 2023; setting a date, time and place to adopt the 2023 tax rate.

16. Discussion regarding the 2023-2024 Fiscal Year Budget.
17. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas setting a date, time and place for a public hearing on the 2023-2024 Fiscal Year Proposed Budget; setting a date, time and place to adopt the budget.
18. Discussion regarding the scope and fee proposal from Halff Associates, Inc. for the Pratt Property Interpretive Trail Master Plan.
19. Consider and act on allocating funds for spray foam installation in the town hall facility.
20. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 1, General Provisions, by supplementing Town Officer titles.
21. Receive update from Chief Dunn concerning police department activity since the March council meeting and discuss same.
22. Discussion regarding status of broadband infrastructure.

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.

23. Discuss legal obligations arising from potential changes to method of accounting for leave for Town employees.

Section 551.074

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

24. Town Administrator

Reconvene into Open Session

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

Future Agenda Items

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

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on July 28, 2023 at 10:45 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

**REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, JUNE 26, 2023**

MINUTES

Call to Order

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

Roll Call

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Chris Gordon

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Trey Sargent, Town Attorney

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

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

Invocation

Councilmember Theodore gave the invocation.

Items of Community Interest

Lake Cities 4th of July Celebration will be held on Saturday, July 1, 2023. The parade begins at 9:00 a.m. Family friendly activities and entertainment begin at 4:00 p.m. followed by fireworks at 9:00 p.m. There will be a band playing in the Thousand Hills Church parking lot from 6:30 p.m. until 8:30 p.m.

Public Comment

There were no speakers for public comment.

Consent Agenda

1. May 2023 Council Meeting Minutes
2. May 2022 Financial Statements
3. Consider and act on the 2023-2024 Hickory Creek Economic Development Corporation Budget.

Town of Hickory Creek

June 26, 2023

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3. Consider and act on the 2023-2024 Hickory Creek Economic Development Corporation Budget.
4. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2023 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No.1 including the collection of the 2023 annual installments.
5. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2023 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No.2 including the collection of the 2023 annual installments.
6. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2023 annual update to the service and assessment plan and assessment roll for Hickory Creek Farms Public Improvement District including the collection of the 2023 annual installments.
7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for Accurant Virtual Crime Center Subscriptions between the Town of Hickory Creek and LexisNexis Risk Solutions.

Motion made by Councilmember DuPree to approve items 1-7 as presented, Seconded by Councilmember Gibbons.

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

Regular Agenda

8. Conduct a public hearing regarding an ordinance of the Town Council of the Town of Hickory Creek, Texas amending the Town's Code of Ordinances, Chapter 14: Zoning, Article VII: SF-1 Residential; Article VIII: SF-2 Residential; Article IX: SF-3 Residential; Article X: TH-1 Townhouse District and Article XII.5: GMH Garth Addition Mobile Home Single-Family Residential and consider and act on an ordinance for the same.

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

John Smith, Town Administrator provided an overview of the amendment.

Motion made by Councilmember Theodore to approve agenda item 8, an ordinance of the Town Council of the Town of Hickory Creek, Texas amending the Town's Code of Ordinances, Chapter 14: Zoning, Article VII: SF-1 Residential; Article VIII: SF-2 Residential; Article IX: SF-3 Residential; Article X: TH-1 Townhouse District and Article XII.5: GMH Garth Addition Mobile Home Single-Family Residential as presented, Seconded by Councilmember Gordon.

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

9. Consider and act on a preliminary/final plat of the Metso Addition, Lot 1, Block A, 1.083 acres, being a 1.021 & 0.062 acres tracts situated in the Lowry Cobb Survey, Abstract Number 284, Town of Hickory Creek, Denton County, Texas. The property is located at 109 Timberlake Lane.

Motion made by Councilmember Gordon to approve a preliminary/final plat of the Metso Addition, Lot 1, Block A, 1.083 acres, being a 1.021 & 0.062 acres tracts situated in the Lowry Cobb Survey, Abstract Number 284as presented, Seconded by Councilmember DuPree.

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

10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning Broadband Infrastructure.

John Smith, Town Administrator, provided an overview of the agreement.

Motion made by Councilmember Gordon to approve a resolution of the Town Council, authorizing the Mayor to execute an agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning Broadband Infrastructure, Seconded by Councilmember Theodore.

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

11. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and FiberTex, LLC. concerning lease of Town property for staging in connection with construction of dark fiber network.

John Smith, Town Administrator provided an overview of the lease agreement.

Motion made by Mayor Pro Tem Kenney to approve a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and FiberTex, LLC. concerning lease of Town property for staging in connection with construction of dark fiber network, Seconded by Councilmember Theodore.

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

12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and the University of North Texas concerning use of a telescope.

Town of Hickory Creek

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John Smith, Town Administrator, provided an overview of the agreement with the University of North Texas concerning use of a telescope.

Motion made by Councilmember Gibbons to approve a resolution of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek and the University of North Texas concerning use of a telescope authorizing a signature on a substantially similar agreement, Seconded by Councilmember Theodore.

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

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 an agreement for professional services by and between the Town of Hickory Creek and Half Associates, Inc. concerning GIS Mapping.

John Smith, Town Administrator, provided an overview of the agreement concerning GIS mapping.

Motion made by Councilmember Theodore to reject the resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for professional services by and between the Town of Hickory Creek and Half Associates, Inc. concerning GIS Mapping, Seconded by Mayor Pro Tem Kenney.

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

14. Discussion regarding allocation of opioid settlement funds.

Discussion was held regarding allocation of opioid funds.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 6:43 p.m. to discuss the following matters.

Section 551.071

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

Section 551.074

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

15. Review of individual employees' performance.

Reconvene into Open Session

The Town Council reconvened into open session at 8:45 p.m.

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

No action taken.

Future Agenda Items

The following item was requested: outdoor warning sirens.

Adjournment

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

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

The meeting did then stand adjourned at 8:47 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 May 31, 2023

	May 31, 23
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	23,780.36
BOA - Drug Forfeiture	35,825.38
BOA - Drug Seizure	57,959.18
BOA - General Fund	301,777.50
BOA - Parks and Recreation	26,784.16
BOA - Payroll	250.00
BOA - Police State Training	5,188.31
Logic 2020 CO's	1,049,844.42
Logic Animal Shelter Facility	9,945.76
Logic Coronavirus Recovery Fund	718,214.32
Logic Harbor Ln-Sycamore Bend	83,458.25
Logic Investment Fund	10,930,734.33
Logic Turbeville Road	98,515.55
Total Checking/Savings	13,342,277.52
Accounts Receivable	
Municipal Court Payments	15,482.20
Total Accounts Receivable	15,482.20
Total Current Assets	13,357,759.72
TOTAL ASSETS	13,357,759.72
LIABILITIES & EQUITY	0.00

Town of Hickory Creek

Profit & Loss

May 2023

06/08/23

Accrual Basis

	May 23
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	6,599.59
4004 M&O Penalties & Interest	441.64
4006 Delinquent M&O	0.13
4008 I&S Debt Service	2,677.40
4010 I&S Penalties & Interest	172.43
Total Ad Valorem Tax Revenue	9,891.19
Building Department Revenue	
4102 Building Permits	392,945.71
4104 Certificate of Occupancy	6,250.00
4106 Contractor Registration	675.00
4108 Preliminary/Final Plat	4,250.00
Total Building Department Revenue	404,120.71
Franchise Fee Revenue	
4204 Charter Communications	9,923.19
4208 CoServ	1,402.56
4212 Republic Services	4,955.67
Total Franchise Fee Revenue	16,281.42
Interest Revenue	
4330 General Fund Interest	2.99
4332 Investment Interest	51,030.99
Total Interest Revenue	51,033.98
Miscellaneous Revenue	
4502 Animal Adoption & Impound	2,993.50
4508 Annual Park Passes	1,790.00
4510 Arrowhead Park Fees	12,867.00
4520 Drug Seizure	53,662.00
4526 Mineral Rights	136.66
4530 Other Receivables	12,668.69
4536 Point Vista Park Fees	1,105.00
4550 Sycamore Bend Fees	5,092.00
4558 Harbor Lane/Sycamore Bend	1,750.00
Total Miscellaneous Revenue	92,064.85
Municipal Court Revenue	
4602 Building Security Fund	1,551.23
4604 Citations	41,422.12
4606 Court Technology Fund	1,195.69
4608 Jury Fund	28.70
4610 Truancy Fund	1,434.63
4612 State Court Costs	23,808.62
4614 Child Safety Fee	25.00
Total Municipal Court Revenue	69,465.99
Sales Tax Revenue	
4702 Sales Tax General Fund	197,472.07
4706 Sales Tax 4B Corporation	28,210.30
4708 Sales Tax Mixed Beverage	3,342.23
Total Sales Tax Revenue	229,024.60
Total Income	871,882.74
Gross Profit	871,882.74
Expense	
Capital Outlay	
5010 Street Maintenance	165.42
5012 Streets & Road Improvement	64,850.07

Town of Hickory Creek
Profit & Loss
May 2023

	May 23
5026 Fleet Vehicles	8,179.65
Total Capital Outlay	73,195.14
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	1,715.17
5208 Copier Rental	81.19
5210 Dues & Memberships	1,545.00
5212 EDC Tax Payment	28,210.30
5216 Volunteer/Staff Events	1,647.08
5218 General Communications	472.00
5222 Office Supplies & Equip.	345.90
5226 Community Cause	1,783.93
5228 Town Council/Board Expense	422.14
Total General Government	36,237.71
Municipal Court	
5304 Building Security	39.96
5312 Court Technology	1,125.08
5318 Merchant Fees/Credit Cards	342.54
5322 Office Supplies/Equipment	345.90
5324 State Court Costs	5,000.00
5326 Training & Education	150.00
5332 Warrants Collected	821.01
Total Municipal Court	7,824.49
Parks and Recreation	
5408 Tanglewood Park	45.49
Total Parks and Recreation	45.49
Parks Corps of Engineer	
5432 Arrowhead	411.03
5434 Harbor Grove	88.27
5436 Point Vista	213.73
5438 Sycamore Bend	262.41
Total Parks Corps of Engineer	975.44
Personnel	
5502 Administration Wages	32,154.27
5504 Municipal Court Wages	6,605.92
5506 Police Wages	80,319.18
5507 Police Overtime Wages	2,951.83
5508 Public Works Wages	21,214.70
5509 Public Works Overtime Wage	187.35
5510 Health Insurance	23,601.00
5514 Payroll Expense	2,131.24
5516 Employment Exams	237.80
5518 Retirement (TMRS)	21,876.48
Total Personnel	191,279.77
Police Department	
5602 Auto Gas & Oil	4,705.76
5606 Auto Maintenance & Repair	5,818.29
5612 Computer Hardware/Software	1,053.78
5614 Crime Lab Analysis	3,697.33
5616 Drug Forfeiture	2,258.40
5626 Office Supplies/Equipment	288.08
5630 Personnel Equipment	1,481.33
5636 Uniforms	1,026.52
5640 Training & Education	130.38
Total Police Department	20,459.87
Public Works Department	

Town of Hickory Creek

Profit & Loss

May 2023

06/08/23

Accrual Basis

	<u>May 23</u>
5706 Animal Control Supplies	538.78
5708 Animal Control Vet Fees	852.11
5710 Auto Gas & Oil	2,017.75
5714 Auto Maintenance/Repair	1,066.84
5718 Computer Hardware/Software	127.44
5724 Equipment Maintenance	-99.99
5728 Equipment Supplies	514.66
5734 Communications	348.65
5748 Landscaping Services	10,532.56
Total Public Works Department	15,898.80
Services	
5804 Attorney Fees	16,024.25
5812 Document Management	940.00
5814 Engineering	7,201.41
5818 Inspections	6,420.00
5822 Legal Notices/Advertising	639.00
5824 Library Services	140.00
5826 Municipal Judge	100.00
5828 Printing	180.00
Total Services	31,644.66
Special Events	
6012 Special Events	267.98
Total Special Events	267.98
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	11,023.94
5904 Electric	2,386.60
5906 Gas	118.12
5908 Street Lighting	3,286.48
5910 Telephone	4,676.30
5912 Water	1,194.99
Total Utilities & Maintenance	22,686.43
Total Expense	400,515.78
Net Ordinary Income	471,366.96
Net Income	471,366.96

Town of Hickory Creek
Budget vs. Actual Year to Date 66.64%
October 2022 through May 2023

	Oct '22 - May 23	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,562,379.46	1,573,408.00	99.3%
4004 M&O Penalties & Interest	6,392.74	4,500.00	142.1%
4006 Delinquent M&O	2,713.28	3,000.00	90.4%
4008 I&S Debt Service	830,322.18	836,400.00	99.3%
4010 I&S Penalties & Interest	2,971.07	2,000.00	148.6%
4012 Delinquent I&S	1,055.54	2,000.00	52.8%
Total Ad Valorem Tax Revenue	2,405,834.27	2,421,308.00	99.4%
Building Department Revenue			
4102 Building Permits	2,641,833.04	1,500,000.00	176.1%
4104 Certificate of Occupancy	26,250.00	20,000.00	131.3%
4106 Contractor Registration	6,075.00	5,500.00	110.5%
4108 Preliminary/Final Plat	7,650.00	1,700.00	450.0%
4110 Prelim/Final Site Plan	13,076.00	1,700.00	769.2%
4112 Health Inspections	5,060.00	10,000.00	50.6%
4122 Septic Permits	425.00	1,100.00	38.6%
4124 Sign Permits	800.00	1,000.00	80.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	4,075.00	5,000.00	81.5%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	325.00	500.00	65.0%
Total Building Department Revenue	2,705,569.04	1,546,775.00	174.9%
Franchise Fee Revenue			
4202 Atmos Energy	89,407.77	65,000.00	137.6%
4204 Charter Communications	30,751.73	36,500.00	84.3%
4206 CenturyLink	0.00	0.00	0.0%
4208 CoServ	5,127.54	4,700.00	109.1%
4210 Oncor Electric	143,313.48	142,364.00	100.7%
4212 Republic Services	41,554.51	48,000.00	86.6%
Total Franchise Fee Revenue	310,155.03	296,564.00	104.6%
Interest Revenue			
4330 General Fund Interest	12.96	25.00	51.8%
4332 Investment Interest	313,126.92	185,000.00	169.3%
Total Interest Revenue	313,139.88	185,025.00	169.2%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	51,000.00	0.0%
Total Interlocal Revenue	0.00	51,000.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	15,637.70	7,200.00	217.2%
4506 Animal Shelter Donations	940.00	1,500.00	62.7%
4508 Annual Park Passes	41,278.00	10,000.00	412.8%
4510 Arrowhead Park Fees	25,672.00	36,000.00	71.3%
4512 Beer & Wine Permit	60.00	150.00	40.0%
4516 Corp Parks Fund Reserve	0.00	53,250.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	65,312.00	0.00	100.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	854.14	1,000.00	85.4%
4530 Other Receivables	74,683.18	50,000.00	149.4%
4534 PD State Training	1,113.51	1,114.00	100.0%
4536 Point Vista Park Fees	6,382.00	10,000.00	63.8%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	10,700.00	25,000.00	42.8%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	8,750.00	8,750.00	100.0%
4560 2020 CO Proceeds	0.00	3,000,000.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 66.64%
October 2022 through May 2023

	Oct '22 - May 23	Budget	% of Budget
4562 Coronavirus Local Recovery	0.00	595,240.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%
4566 Interlocal Agreements	173,700.00	188,700.00	92.1%
4568 Opiod Settlements	5,182.52	5,200.00	99.7%
Total Miscellaneous Revenue	430,265.05	3,993,104.00	10.8%
Municipal Court Revenue			
4602 Building Security Fund	9,309.90	18,023.00	51.7%
4604 Citations	298,087.63	550,000.00	54.2%
4606 Court Technology Fund	7,719.47	15,963.00	48.4%
4608 Jury Fund	179.56	200.00	89.8%
4610 Truancy Fund	8,845.81	0.00	100.0%
4612 State Court Costs	154,769.69	311,060.00	49.8%
4614 Child Safety Fee	25.00	800.00	3.1%
Total Municipal Court Revenue	478,937.06	896,046.00	53.5%
Sales Tax Revenue			
4702 Sales Tax General Fund	1,429,281.94	1,872,500.00	76.3%
4706 Sales Tax 4B Corporation	204,183.14	267,500.00	76.3%
4708 Sales Tax Mixed Beverage	23,503.03	30,000.00	78.3%
4710 Hotel Occupancy Tax	3,022.12	3,500.00	86.3%
Total Sales Tax Revenue	1,659,990.23	2,173,500.00	76.4%
Total Income	8,303,890.56	11,563,322.00	71.8%
Gross Profit	8,303,890.56	11,563,322.00	71.8%
Expense			
Capital Outlay			
5010 Street Maintenance	13,284.95	25,000.00	53.1%
5012 Streets & Road Improvement	102,558.31	700,000.00	14.7%
5022 Parks and Rec Improvements	126,171.71	500,000.00	25.2%
5024 Public Safety Improvements	285,528.81	500,000.00	57.1%
5026 Fleet Vehicles	181,849.39	215,000.00	84.6%
5030 Sycamore Bend Construction	-215,664.85	1,300,000.00	-16.6%
5032 Broadband Initiative	147,399.53	595,240.00	24.8%
Total Capital Outlay	641,127.85	3,835,240.00	16.7%
Debt Service			
5106 2012 Refunding Bond Series	1,295.50	81,648.00	1.6%
5110 2015 Refunding Bond Series	49,126.25	307,650.00	16.0%
5112 2015 C.O. Series	54,201.25	276,800.00	19.6%
5114 2020 C.O. Series	51,476.25	251,950.00	20.4%
Total Debt Service	156,099.25	918,048.00	17.0%
General Government			
5202 Bank Service Charges	120.00	200.00	60.0%
5204 Books & Subscriptions	3,009.00	300.00	1,003.0%
5206 Computer Hardware/Software	91,299.95	150,000.00	60.9%
5208 Copier Rental	2,231.96	4,200.00	53.1%
5210 Dues & Memberships	3,020.25	3,000.00	100.7%
5212 EDC Tax Payment	204,190.14	267,500.00	76.3%
5214 Election Expenses	14,908.19	15,000.00	99.4%
5216 Volunteer/Staff Events	4,356.34	10,500.00	41.5%
5218 General Communications	21,032.28	32,000.00	65.7%
5222 Office Supplies & Equip.	1,306.18	4,000.00	32.7%
5224 Postage	5,598.47	5,800.00	96.5%
5226 Community Cause	2,058.57	3,000.00	68.6%
5228 Town Council/Board Expense	4,909.70	11,000.00	44.6%
5230 Training & Education	369.15	1,500.00	24.6%
5232 Travel Expense	1,460.17	3,000.00	48.7%
5234 Staff Uniforms	794.09	800.00	99.3%
5236 Transfer to Reserve	0.00	891,364.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 66.64%
October 2022 through May 2023

	Oct '22 - May 23	Budget	% of Budget
Total General Government	360,664.44	1,403,164.00	25.7%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	39.96	18,023.00	0.2%
5312 Court Technology	8,455.60	15,963.00	53.0%
5314 Dues & Memberships	55.00	150.00	36.7%
5318 Merchant Fees/Credit Cards	1,458.26	0.00	100.0%
5322 Office Supplies/Equipment	488.64	750.00	65.2%
5324 State Court Costs	195,974.08	311,060.00	63.0%
5326 Training & Education	450.00	100.00	450.0%
5328 Travel Expense	47.16	500.00	9.4%
5332 Warrants Collected	-447.52	0.00	100.0%
Total Municipal Court	206,521.18	346,621.00	59.6%
Parks and Recreation			
5402 Events	0.00	2,000.00	0.0%
5408 Tanglewood Park	3,390.04	5,000.00	67.8%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	228.13	500.00	45.6%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	3,818.17	8,000.00	47.7%
Parks Corps of Engineer			
5432 Arrowhead	110,404.86	100,000.00	110.4%
5434 Harbor Grove	1,125.09	5,000.00	22.5%
5436 Point Vista	3,902.35	7,500.00	52.0%
5438 Sycamore Bend	11,260.77	21,750.00	51.8%
Total Parks Corps of Engineer	126,693.07	134,250.00	94.4%
Personnel			
5502 Administration Wages	276,291.37	413,630.00	66.8%
5504 Municipal Court Wages	50,015.23	84,358.00	59.3%
5506 Police Wages	674,044.39	1,109,152.00	60.8%
5507 Police Overtime Wages	22,929.70	25,000.00	91.7%
5508 Public Works Wages	171,431.14	273,860.00	62.6%
5509 Public Works Overtime Wage	4,110.45	4,500.00	91.3%
5510 Health Insurance	186,386.74	291,696.00	63.9%
5512 Longevity	14,265.00	14,300.00	99.8%
5514 Payroll Expense	18,164.63	22,000.00	82.6%
5516 Employment Exams	1,647.80	2,500.00	65.9%
5518 Retirement (TMRS)	192,393.70	279,462.00	68.8%
5520 Unemployment (TWC)	263.66	2,500.00	10.5%
5522 Workman's Compensation	40,155.14	38,766.00	103.6%
Total Personnel	1,652,098.95	2,561,724.00	64.5%
Police Department			
5602 Auto Gas & Oil	29,795.65	35,000.00	85.1%
5606 Auto Maintenance & Repair	29,747.05	25,000.00	119.0%
5610 Books & Subscriptions	202.00	750.00	26.9%
5612 Computer Hardware/Software	46,612.43	45,000.00	103.6%
5614 Crime Lab Analysis	5,588.03	3,500.00	159.7%
5616 Drug Forfeiture	2,258.40	0.00	100.0%
5618 Dues & Memberships	190.00	500.00	38.0%
5626 Office Supplies/Equipment	1,966.92	1,800.00	109.3%
5630 Personnel Equipment	45,790.61	50,000.00	91.6%
5634 Travel Expense	406.76	2,500.00	16.3%
5636 Uniforms	13,109.25	10,000.00	131.1%
5640 Training & Education	4,244.62	8,500.00	49.9%
5644 Citizens on Patrol	0.00	250.00	0.0%
5646 Community Outreach	619.92	2,000.00	31.0%
5648 K9 Unit	11,478.11	14,500.00	79.2%
5650 Task Force Forfeiture	0.00	10,000.00	0.0%
Total Police Department	192,009.75	209,300.00	91.7%

Town of Hickory Creek
Budget vs. Actual Year to Date 66.64%
October 2022 through May 2023

	Oct '22 - May 23	Budget	% of Budget
Public Works Department			
5702 Animal Control Donation	0.00	1,500.00	0.0%
5704 Animal Control Equipment	-111.96	2,000.00	-5.6%
5706 Animal Control Supplies	3,946.02	4,500.00	87.7%
5708 Animal Control Vet Fees	9,216.40	15,000.00	61.4%
5710 Auto Gas & Oil	13,064.75	20,000.00	65.3%
5714 Auto Maintenance/Repair	13,877.72	10,000.00	138.8%
5716 Beautification	4,011.33	145,000.00	2.8%
5718 Computer Hardware/Software	5,341.85	1,000.00	534.2%
5720 Dues & Memberships	100.00	350.00	28.6%
5722 Equipment	0.00	5,000.00	0.0%
5724 Equipment Maintenance	2,538.21	6,000.00	42.3%
5726 Equipment Rental	0.00	1,500.00	0.0%
5728 Equipment Supplies	2,991.60	5,000.00	59.8%
5732 Office Supplies/Equipment	538.49	500.00	107.7%
5734 Communications	2,939.81	3,800.00	77.4%
5738 Training	594.15	800.00	74.3%
5740 Travel Expense	2,266.10	3,000.00	75.5%
5742 Uniforms	2,116.97	2,500.00	84.7%
5748 Landscaping Services	25,807.13	90,000.00	28.7%
Total Public Works Department	89,238.57	317,450.00	28.1%
Services			
5802 Appraisal District	6,942.52	14,000.00	49.6%
5804 Attorney Fees	33,206.10	60,000.00	55.3%
5806 Audit	15,000.00	15,000.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	940.00	750.00	125.3%
5814 Engineering	134,786.35	175,000.00	77.0%
5816 General Insurance	43,717.80	43,718.00	100.0%
5818 Inspections	43,465.00	75,000.00	58.0%
5820 Fire Service	728,019.00	970,692.00	75.0%
5822 Legal Notices/Advertising	3,527.70	3,500.00	100.8%
5824 Library Services	817.20	850.00	96.1%
5826 Municipal Judge	9,201.00	13,800.00	66.7%
5828 Printing	2,014.30	2,500.00	80.6%
5830 Tax Collection	2,851.00	3,000.00	95.0%
5832 Computer Technical Support	42,081.20	42,082.00	100.0%
5838 DCCAC	0.00	3,400.00	0.0%
5840 Denton County Dispatch	0.00	29,383.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	200.00	0.0%
5848 Recording Fees	513.50	500.00	102.7%
Total Services	1,067,082.67	1,455,575.00	73.3%
Special Events			
6012 Special Events	2,056.33	30,000.00	6.9%
Total Special Events	2,056.33	30,000.00	6.9%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	101,888.12	225,000.00	45.3%
5904 Electric	19,512.00	27,000.00	72.3%
5906 Gas	2,024.10	1,950.00	103.8%
5908 Street Lighting	26,806.79	40,000.00	67.0%
5910 Telephone	28,878.66	35,000.00	82.5%
5912 Water	11,875.47	15,000.00	79.2%
Total Utilities & Maintenance	190,985.14	343,950.00	55.5%
Total Expense	4,688,395.37	11,563,322.00	40.5%
Net Ordinary Income	3,615,495.19	0.00	100.0%
Net Income	3,615,495.19	0.00	100.0%

Town of Hickory Creek
Expenditures over \$1,000.00
May 2023

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Bill	05/25/2023	Invoice...	Halff Associates, Inc.	64,039.00
Total 5012 Streets & Road Improvement				64,039.00
5026 Fleet Vehicles				
Check	05/22/2023	Debit	Enterprise Fleet Management	4,376.03
Bill	05/26/2023	Doc N...	Blackbeard Marine	2,112.55
Bill	05/26/2023	Doc N...	Blackbeard Marine	1,307.14
Total 5026 Fleet Vehicles				7,795.72
Total Capital Outlay				71,834.72
General Government				
5210 Dues & Memberships				
Check	05/16/2023	Debit	Texas Municipal League	1,444.00
Total 5210 Dues & Memberships				1,444.00
5212 EDC Tax Payment				
Check	05/12/2023		Hickory Creek Economic Development	28,210.30
Total 5212 EDC Tax Payment				28,210.30
Total General Government				29,654.30
Municipal Court				
5312 Court Technology				
Bill	05/09/2023	Invoice...	Tyler Technologies	1,125.08
Total 5312 Court Technology				1,125.08
5324 State Court Costs				
Check	05/11/2023		State Comptroller	5,000.00
Total 5324 State Court Costs				5,000.00
Total Municipal Court				6,125.08
Personnel				
5510 Health Insurance				
Check	05/04/2023	Debit	Renaissance Life & Health Insurance	2,095.21
Check	05/05/2023	Debit	TML Health Benefits Pool	21,312.68
Total 5510 Health Insurance				23,407.89
5518 Retirement (TMRS)				
Check	05/01/2023	Debit	TMRS	21,876.48
Total 5518 Retirement (TMRS)				21,876.48
Total Personnel				45,284.37
Police Department				
5602 Auto Gas & Oil				
Check	05/30/2023	Debit	Wright Express	4,631.76
Total 5602 Auto Gas & Oil				4,631.76
5606 Auto Maintenance & Repair				
Check	05/15/2023	4807	Jack's Paint & Body, Inc.	1,971.85
Bill	05/17/2023	R.O.# ...	Christian Brothers Automotive	1,826.94
Total 5606 Auto Maintenance & Repair				3,798.79
5616 Drug Forfeiture				
Check	05/22/2023	4822	Denton County Criminal District Attorney	2,258.40

Town of Hickory Creek
Expenditures over \$1,000.00
May 2023

Type	Date	Num	Name	Amount
Total 5616 Drug Forfeiture				2,258.40
Total Police Department				10,688.95
Public Works Department				
5710 Auto Gas & Oil				
Check	05/30/2023	Debit	Wright Express	1,117.75
Total 5710 Auto Gas & Oil				1,117.75
5748 Landscaping Services				
Bill	05/09/2023	Invoice...	D & D Commercial Landscape Management	10,532.56
Total 5748 Landscaping Services				10,532.56
Total Public Works Department				11,650.31
Services				
5804 Attorney Fees				
Check	05/01/2023	4793	Linda Caprice Garcia	1,280.00
Check	05/16/2023		Law Office of Dorwin L. Sargent III, PLLC	13,934.25
Total 5804 Attorney Fees				15,214.25
5814 Engineering				
Bill	05/25/2023	Invoice...	Half Associates, Inc.	4,939.28
Bill	05/25/2023	Invoice...	Half Associates, Inc.	2,262.13
Total 5814 Engineering				7,201.41
5818 Inspections				
Bill	05/09/2023	Invoice...	Finney Code Consultants, LLC	3,975.00
Bill	05/17/2023	Invoice...	Build by I-Codes	1,645.00
Total 5818 Inspections				5,620.00
Total Services				28,035.66
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Bill	05/01/2023	Invoice...	Denton Electric, Inc.	6,838.38
Total 5902 Bldg Maintenance/Supplies				6,838.38
5904 Electric				
Check	05/23/2023	Debit	Hudson Energy Services, LLC	2,386.60
Total 5904 Electric				2,386.60
5908 Street Lighting				
Check	05/23/2023	Debit	Hudson Energy Services, LLC	3,106.59
Total 5908 Street Lighting				3,106.59
5910 Telephone				
Check	05/01/2023	Debit	Lumen-CenturyLink	1,325.33
Check	05/30/2023	Debit	Lumen-CenturyLink	1,325.33
Total 5910 Telephone				2,650.66
Total Utilities & Maintenance				14,982.23
Total Expense				218,255.62
Net Ordinary Income				-218,255.62
Net Income				-218,255.62



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 05/01/2023 - 05/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.1866%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 5/31/23 WAS 0.999735.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			1,045,240.10
05/31/2023	MONTHLY POSTING	9999888	4,604.32	1,049,844.42
	ENDING BALANCE			1,049,844.42

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	1,045,240.10
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	4,604.32
ENDING BALANCE	1,049,844.42
AVERAGE BALANCE	1,045,240.10

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	853,160.51	24,781.21

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 05/01/2023 - 05/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.1866%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 5/31/23 WAS 0.999735.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,902.12
05/31/2023	MONTHLY POSTING	9999888	43.64	9,945.76
	ENDING BALANCE			9,945.76

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	9,902.12
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	43.64
ENDING BALANCE	9,945.76
AVERAGE BALANCE	9,902.12

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	197.58

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276016

ACCOUNT NAME: CORONAVIRUS LOCAL RECOVERY FUNDS

STATEMENT PERIOD: 05/01/2023 - 05/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.1866%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 5/31/23 WAS 0.999735.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			715,064.42
05/31/2023	MONTHLY POSTING	9999888	3,149.90	718,214.32
	ENDING BALANCE			718,214.32

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	715,064.42
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3,149.90
ENDING BALANCE	718,214.32
AVERAGE BALANCE	715,064.42

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	146,404.53	14,557.10

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 05/01/2023 - 05/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.1866%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 5/31/23 WAS 0.999735.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			83,092.23
05/31/2023	MONTHLY POSTING	9999888	366.02	83,458.25
	ENDING BALANCE			83,458.25

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	83,092.23
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	366.02
ENDING BALANCE	83,458.25
AVERAGE BALANCE	83,092.23

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	1,657.74





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: 05/01/2023 - 05/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.1866%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 5/31/23 WAS 0.999735.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,685,149.41
05/15/2023	ACH DEPOSIT	6151623	1,200,000.00	10,885,149.41
05/31/2023	MONTHLY POSTING	9999888	45,584.92	10,930,734.33
	ENDING BALANCE			10,930,734.33

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	9,685,149.41
TOTAL DEPOSITS	1,200,000.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	45,584.92
ENDING BALANCE	10,930,734.33
AVERAGE BALANCE	10,343,213.93

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	3,686,000.00	277,800.00	184,602.06

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 05/01/2023 - 05/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.1866%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 5/31/23 WAS 0.999735.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			98,083.46
05/31/2023	MONTHLY POSTING	9999888	432.09	98,515.55
	ENDING BALANCE			98,515.55

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	98,083.46
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	432.09
ENDING BALANCE	98,515.55
AVERAGE BALANCE	98,083.46

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,956.78

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



Town of Hickory Creek
Balance Sheet
As of June 30, 2023

	<u>Jun 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	23,831.14
BOA - Drug Forfeiture	78,763.45
BOA - Drug Seizure	57,961.50
BOA - General Fund	207,513.83
BOA - Parks and Recreation	40,781.93
BOA - Payroll	250.00
BOA - Police State Training	5,188.48
Logic 2020 CO's	884,510.55
Logic Animal Shelter Facility	9,988.71
Logic Coronavirus Recovery Fund	721,316.66
Logic Harbor Ln-Sycamore Bend	83,818.75
Logic Investment Fund	10,827,884.63
Logic Turbeville Road	98,941.07
Total Checking/Savings	<u>13,040,750.70</u>
Accounts Receivable	
Municipal Court Payments	7,386.50
Total Accounts Receivable	<u>7,386.50</u>
Total Current Assets	<u>13,048,137.20</u>
TOTAL ASSETS	<u><u>13,048,137.20</u></u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
 June 2023

	Jun 23
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	1,281.28
4004 M&O Penalties & Interest	25.09
4008 I&S Debt Service	681.12
4010 I&S Penalties & Interest	13.34
	2,000.83
Total Ad Valorem Tax Revenue	2,000.83
Building Department Revenue	
4102 Building Permits	203,703.52
4104 Certificate of Occupancy	3,750.00
4106 Contractor Registration	1,050.00
4122 Septic Permits	425.00
	208,928.52
Total Building Department Revenue	208,928.52
Franchise Fee Revenue	
4212 Republic Services	5,503.00
	5,503.00
Total Franchise Fee Revenue	5,503.00
Interest Revenue	
4330 General Fund Interest	5.34
4332 Investment Interest	55,055.20
	55,060.54
Total Interest Revenue	55,060.54
Interlocal Revenue	
4402 Corp Contract Current Year	13,778.40
	13,778.40
Total Interlocal Revenue	13,778.40
Miscellaneous Revenue	
4502 Animal Adoption & Impound	4,500.00
4506 Animal Shelter Donations	50.00
4508 Annual Park Passes	860.00
4510 Arrowhead Park Fees	12,620.00
4520 Drug Seizure	42,936.00
4530 Other Receivables	13,051.72
4536 Point Vista Park Fees	2,450.00
4550 Sycamore Bend Fees	4,007.00
	80,474.72
Total Miscellaneous Revenue	80,474.72
Municipal Court Revenue	
4602 Building Security Fund	2,075.93
4604 Citations	51,944.68
4606 Court Technology Fund	1,706.94
4608 Jury Fund	41.88
4610 Truancy Fund	2,093.66
4612 State Court Costs	27,842.01
	85,705.10
Total Municipal Court Revenue	85,705.10
Sales Tax Revenue	
4702 Sales Tax General Fund	162,212.79
4706 Sales Tax 4B Corporation	23,173.26
4708 Sales Tax Mixed Beverage	3,522.99
	188,909.04
Total Sales Tax Revenue	188,909.04
Total Income	640,360.15
Gross Profit	640,360.15
Expense	
Capital Outlay	
5012 Streets & Road Improvement	82,083.00
5024 Public Safety Improvements	122,675.00

Town of Hickory Creek

Profit & Loss

June 2023

07/24/23

Accrual Basis

	<u>Jun 23</u>
5026 Fleet Vehicles	4,376.03
5030 Sycamore Bend Construction	170,270.46
Total Capital Outlay	379,404.49
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	251.10
5208 Copier Rental	299.85
5212 EDC Tax Payment	23,174.26
5216 Volunteer/Staff Events	630.33
5218 General Communications	471.00
5222 Office Supplies & Equip.	92.89
5228 Town Council/Board Expense	203.81
Total General Government	25,138.24
Municipal Court	
5312 Court Technology	5,069.28
5318 Merchant Fees/Credit Cards	390.09
5322 Office Supplies/Equipment	79.18
5332 Warrants Collected	50.04
Total Municipal Court	5,588.59
Parks and Recreation	
5408 Tanglewood Park	428.64
Total Parks and Recreation	428.64
Parks Corps of Engineer	
5432 Arrowhead	1,842.41
5434 Harbor Grove	694.50
5436 Point Vista	1,240.58
5438 Sycamore Bend	3,796.98
Total Parks Corps of Engineer	7,574.47
Personnel	
5502 Administration Wages	32,166.71
5504 Municipal Court Wages	6,489.36
5506 Police Wages	83,156.78
5507 Police Overtime Wages	4,636.63
5508 Public Works Wages	22,419.03
5509 Public Works Overtime Wage	687.05
5510 Health Insurance	23,662.62
5514 Payroll Expense	2,219.19
5516 Employment Exams	188.95
5518 Retirement (TMRS)	45,085.86
Total Personnel	220,712.18
Police Department	
5602 Auto Gas & Oil	5,655.59
5606 Auto Maintenance & Repair	3,585.78
5612 Computer Hardware/Software	720.47
5614 Crime Lab Analysis	-175.00
5616 Drug Forfeiture	35.00
5626 Office Supplies/Equipment	107.49
5630 Personnel Equipment	2,136.67
5636 Uniforms	1,891.73
5648 K9 Unit	297.62
Total Police Department	14,255.35
Public Works Department	
5706 Animal Control Supplies	717.85
5708 Animal Control Vet Fees	230.75
5710 Auto Gas & Oil	1,345.17
5714 Auto Maintenance/Repair	374.22

Town of Hickory Creek

Profit & Loss

June 2023

07/24/23

Accrual Basis

	<u>Jun 23</u>
5718 Computer Hardware/Software	254.88
5726 Equipment Rental	330.00
5728 Equipment Supplies	434.35
5732 Office Supplies/Equipment	478.58
5742 Uniforms	155.61
5748 Landscaping Services	13,548.27
Total Public Works Department	17,869.68
Services	
5802 Appraisal District	3,471.26
5804 Attorney Fees	405.00
5812 Document Management	295.00
5814 Engineering	6,442.62
5818 Inspections	13,245.00
5820 Fire Service	242,673.00
5822 Legal Notices/Advertising	145.90
5824 Library Services	111.80
5826 Municipal Judge	1,155.00
5828 Printing	200.80
Total Services	268,145.38
Special Events	
6012 Special Events	6,168.03
Total Special Events	6,168.03
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	2,154.96
5904 Electric	2,239.63
5906 Gas	101.59
5908 Street Lighting	3,891.46
5910 Telephone	2,550.80
5912 Water	1,460.58
Total Utilities & Maintenance	12,399.02
Total Expense	957,684.07
Net Ordinary Income	-317,323.92
Net Income	-317,323.92

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%
October 2022 through June 2023

	Oct '22 - Jun 23	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,563,660.74	1,573,408.00	99.4%
4004 M&O Penalties & Interest	6,417.83	4,500.00	142.6%
4006 Delinquent M&O	2,713.28	3,000.00	90.4%
4008 I&S Debt Service	831,003.30	836,400.00	99.4%
4010 I&S Penalties & Interest	2,984.41	2,000.00	149.2%
4012 Delinquent I&S	1,055.54	2,000.00	52.8%
Total Ad Valorem Tax Revenue	2,407,835.10	2,421,308.00	99.4%
Building Department Revenue			
4102 Building Permits	2,845,536.56	1,500,000.00	189.7%
4104 Certificate of Occupancy	30,000.00	20,000.00	150.0%
4106 Contractor Registration	7,125.00	5,500.00	129.5%
4108 Preliminary/Final Plat	7,650.00	1,700.00	450.0%
4110 Prelim/Final Site Plan	13,076.00	1,700.00	769.2%
4112 Health Inspections	5,060.00	10,000.00	50.6%
4122 Septic Permits	850.00	1,100.00	77.3%
4124 Sign Permits	800.00	1,000.00	80.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	4,075.00	5,000.00	81.5%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	325.00	500.00	65.0%
Total Building Department Revenue	2,914,497.56	1,546,775.00	188.4%
Franchise Fee Revenue			
4202 Atmos Energy	89,407.77	65,000.00	137.6%
4204 Charter Communications	30,751.73	36,500.00	84.3%
4206 CenturyLink	0.00	0.00	0.0%
4208 CoServ	5,127.54	4,700.00	109.1%
4210 Oncor Electric	143,313.48	142,364.00	100.7%
4212 Republic Services	47,057.51	48,000.00	98.0%
Total Franchise Fee Revenue	315,658.03	296,564.00	106.4%
Interest Revenue			
4330 General Fund Interest	18.30	25.00	73.2%
4332 Investment Interest	368,182.12	185,000.00	199.0%
Total Interest Revenue	368,200.42	185,025.00	199.0%
Interlocal Revenue			
4402 Corp Contract Current Year	13,778.40	51,000.00	27.0%
Total Interlocal Revenue	13,778.40	51,000.00	27.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	20,137.70	7,200.00	279.7%
4506 Animal Shelter Donations	990.00	1,500.00	66.0%
4508 Annual Park Passes	42,138.00	10,000.00	421.4%
4510 Arrowhead Park Fees	38,292.00	36,000.00	106.4%
4512 Beer & Wine Permit	60.00	150.00	40.0%
4516 Corp Parks Fund Reserve	0.00	53,250.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	105,989.60	0.00	100.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	854.14	1,000.00	85.4%
4530 Other Receivables	87,734.90	50,000.00	175.5%
4534 PD State Training	1,113.51	1,114.00	100.0%
4536 Point Vista Park Fees	8,832.00	10,000.00	88.3%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	14,707.00	25,000.00	58.8%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	8,750.00	8,750.00	100.0%
4560 2020 CO Proceeds	0.00	3,000,000.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%
October 2022 through June 2023

	Oct '22 - Jun 23	Budget	% of Budget
4562 Coronavirus Local Recovery	0.00	595,240.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%
4566 Interlocal Agreements	173,700.00	188,700.00	92.1%
4568 Opiod Settlements	5,182.52	5,200.00	99.7%
Total Miscellaneous Revenue	508,481.37	3,993,104.00	12.7%
Municipal Court Revenue			
4602 Building Security Fund	11,385.83	18,023.00	63.2%
4604 Citations	350,032.31	550,000.00	63.6%
4606 Court Technology Fund	9,426.41	15,963.00	59.1%
4608 Jury Fund	221.44	200.00	110.7%
4610 Truancy Fund	10,939.47	0.00	100.0%
4612 State Court Costs	182,611.70	311,060.00	58.7%
4614 Child Safety Fee	25.00	800.00	3.1%
Total Municipal Court Revenue	564,642.16	896,046.00	63.0%
Sales Tax Revenue			
4702 Sales Tax General Fund	1,591,494.73	1,872,500.00	85.0%
4706 Sales Tax 4B Corporation	227,356.40	267,500.00	85.0%
4708 Sales Tax Mixed Beverage	27,026.02	30,000.00	90.1%
4710 Hotel Occupancy Tax	3,022.12	3,500.00	86.3%
Total Sales Tax Revenue	1,848,899.27	2,173,500.00	85.1%
Total Income	8,941,992.31	11,563,322.00	77.3%
Gross Profit	8,941,992.31	11,563,322.00	77.3%
Expense			
Capital Outlay			
5010 Street Maintenance	13,284.95	25,000.00	53.1%
5012 Streets & Road Improvement	184,641.31	700,000.00	26.4%
5022 Parks and Rec Improvements	126,171.71	500,000.00	25.2%
5024 Public Safety Improvements	408,203.81	500,000.00	81.6%
5026 Fleet Vehicles	186,225.42	215,000.00	86.6%
5030 Sycamore Bend Construction	-45,394.39	1,300,000.00	-3.5%
5032 Broadband Initiative	147,399.53	595,240.00	24.8%
Total Capital Outlay	1,020,532.34	3,835,240.00	26.6%
Debt Service			
5106 2012 Refunding Bond Series	1,295.50	81,648.00	1.6%
5110 2015 Refunding Bond Series	49,126.25	307,650.00	16.0%
5112 2015 C.O. Series	54,201.25	276,800.00	19.6%
5114 2020 C.O. Series	51,476.25	251,950.00	20.4%
Total Debt Service	156,099.25	918,048.00	17.0%
General Government			
5202 Bank Service Charges	135.00	200.00	67.5%
5204 Books & Subscriptions	207.00	300.00	69.0%
5206 Computer Hardware/Software	94,353.05	150,000.00	62.9%
5208 Copier Rental	2,531.81	4,200.00	60.3%
5210 Dues & Memberships	3,020.25	3,000.00	100.7%
5212 EDC Tax Payment	227,364.40	267,500.00	85.0%
5214 Election Expenses	14,908.19	15,000.00	99.4%
5216 Volunteer/Staff Events	4,986.67	10,500.00	47.5%
5218 General Communications	21,503.28	32,000.00	67.2%
5222 Office Supplies & Equip.	1,399.07	4,000.00	35.0%
5224 Postage	5,598.47	5,800.00	96.5%
5226 Community Cause	2,058.57	3,000.00	68.6%
5228 Town Council/Board Expense	5,113.51	11,000.00	46.5%
5230 Training & Education	369.15	1,500.00	24.6%
5232 Travel Expense	1,460.17	3,000.00	48.7%
5234 Staff Uniforms	794.09	800.00	99.3%
5236 Transfer to Reserve	0.00	891,364.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%
October 2022 through June 2023

	Oct '22 - Jun 23	Budget	% of Budget
Total General Government	385,802.68	1,403,164.00	27.5%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	39.96	18,023.00	0.2%
5312 Court Technology	13,524.88	15,963.00	84.7%
5314 Dues & Memberships	55.00	150.00	36.7%
5318 Merchant Fees/Credit Cards	1,848.35	0.00	100.0%
5322 Office Supplies/Equipment	567.82	750.00	75.7%
5324 State Court Costs	195,974.08	311,060.00	63.0%
5326 Training & Education	450.00	100.00	450.0%
5328 Travel Expense	47.16	500.00	9.4%
5332 Warrants Collected	-397.48	0.00	100.0%
Total Municipal Court	212,109.77	346,621.00	61.2%
Parks and Recreation			
5402 Events	0.00	2,000.00	0.0%
5408 Tanglewood Park	3,818.68	5,000.00	76.4%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	228.13	500.00	45.6%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	4,246.81	8,000.00	53.1%
Parks Corps of Engineer			
5432 Arrowhead	112,247.27	100,000.00	112.2%
5434 Harbor Grove	1,819.59	5,000.00	36.4%
5436 Point Vista	5,142.93	7,500.00	68.6%
5438 Sycamore Bend	15,057.75	21,750.00	69.2%
Total Parks Corps of Engineer	134,267.54	134,250.00	100.0%
Personnel			
5502 Administration Wages	308,458.08	413,630.00	74.6%
5504 Municipal Court Wages	56,504.59	84,358.00	67.0%
5506 Police Wages	757,201.17	1,109,152.00	68.3%
5507 Police Overtime Wages	27,566.33	25,000.00	110.3%
5508 Public Works Wages	193,850.17	273,860.00	70.8%
5509 Public Works Overtime Wage	4,797.50	4,500.00	106.6%
5510 Health Insurance	210,049.36	291,696.00	72.0%
5512 Longevity	14,265.00	14,300.00	99.8%
5514 Payroll Expense	20,383.82	22,000.00	92.7%
5516 Employment Exams	1,836.75	2,500.00	73.5%
5518 Retirement (TMRS)	237,479.56	279,462.00	85.0%
5520 Unemployment (TWC)	263.66	2,500.00	10.5%
5522 Workman's Compensation	40,155.14	38,766.00	103.6%
Total Personnel	1,872,811.13	2,561,724.00	73.1%
Police Department			
5602 Auto Gas & Oil	35,451.24	35,000.00	101.3%
5606 Auto Maintenance & Repair	33,332.83	25,000.00	133.3%
5610 Books & Subscriptions	202.00	750.00	26.9%
5612 Computer Hardware/Software	47,332.90	45,000.00	105.2%
5614 Crime Lab Analysis	5,413.03	3,500.00	154.7%
5616 Drug Forfeiture	35.00	0.00	100.0%
5618 Dues & Memberships	190.00	500.00	38.0%
5626 Office Supplies/Equipment	2,074.41	1,800.00	115.2%
5630 Personnel Equipment	47,927.28	50,000.00	95.9%
5634 Travel Expense	406.76	2,500.00	16.3%
5636 Uniforms	15,000.98	10,000.00	150.0%
5640 Training & Education	4,244.62	8,500.00	49.9%
5644 Citizens on Patrol	0.00	250.00	0.0%
5646 Community Outreach	619.92	2,000.00	31.0%
5648 K9 Unit	11,775.73	14,500.00	81.2%
5650 Task Force Forfeiture	0.00	10,000.00	0.0%
Total Police Department	204,006.70	209,300.00	97.5%

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%
October 2022 through June 2023

	Oct '22 - Jun 23	Budget	% of Budget
Public Works Department			
5702 Animal Control Donation	0.00	1,500.00	0.0%
5704 Animal Control Equipment	-111.96	2,000.00	-5.6%
5706 Animal Control Supplies	4,663.87	4,500.00	103.6%
5708 Animal Control Vet Fees	9,447.15	15,000.00	63.0%
5710 Auto Gas & Oil	14,409.92	20,000.00	72.0%
5714 Auto Maintenance/Repair	14,251.94	10,000.00	142.5%
5716 Beautification	4,011.33	145,000.00	2.8%
5718 Computer Hardware/Software	5,596.73	1,000.00	559.7%
5720 Dues & Memberships	100.00	350.00	28.6%
5722 Equipment	0.00	5,000.00	0.0%
5724 Equipment Maintenance	2,538.21	6,000.00	42.3%
5726 Equipment Rental	330.00	1,500.00	22.0%
5728 Equipment Supplies	3,425.95	5,000.00	68.5%
5732 Office Supplies/Equipment	1,017.07	500.00	203.4%
5734 Communications	2,939.81	3,800.00	77.4%
5738 Training	594.15	800.00	74.3%
5740 Travel Expense	2,266.10	3,000.00	75.5%
5742 Uniforms	2,272.58	2,500.00	90.9%
5748 Landscaping Services	39,355.40	90,000.00	43.7%
Total Public Works Department	107,108.25	317,450.00	33.7%
Services			
5802 Appraisal District	10,413.78	14,000.00	74.4%
5804 Attorney Fees	33,611.10	60,000.00	56.0%
5806 Audit	15,000.00	15,000.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	1,235.00	750.00	164.7%
5814 Engineering	141,228.97	175,000.00	80.7%
5816 General Insurance	43,717.80	43,718.00	100.0%
5818 Inspections	56,710.00	75,000.00	75.6%
5820 Fire Service	970,692.00	970,692.00	100.0%
5822 Legal Notices/Advertising	3,673.60	3,500.00	105.0%
5824 Library Services	929.00	850.00	109.3%
5826 Municipal Judge	10,356.00	13,800.00	75.0%
5828 Printing	2,215.10	2,500.00	88.6%
5830 Tax Collection	2,851.00	3,000.00	95.0%
5832 Computer Technical Support	42,081.20	42,082.00	100.0%
5838 DCCAC	0.00	3,400.00	0.0%
5840 Denton County Dispatch	0.00	29,383.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	200.00	0.0%
5848 Recording Fees	513.50	500.00	102.7%
Total Services	1,335,228.05	1,455,575.00	91.7%
Special Events			
6012 Special Events	8,224.36	30,000.00	27.4%
Total Special Events	8,224.36	30,000.00	27.4%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	104,043.08	225,000.00	46.2%
5904 Electric	21,751.63	27,000.00	80.6%
5906 Gas	2,125.69	1,950.00	109.0%
5908 Street Lighting	30,698.25	40,000.00	76.7%
5910 Telephone	31,429.46	35,000.00	89.8%
5912 Water	13,336.05	15,000.00	88.9%
Total Utilities & Maintenance	203,384.16	343,950.00	59.1%
Total Expense	5,643,821.04	11,563,322.00	48.8%
Net Ordinary Income	3,298,171.27	0.00	100.0%
Net Income	3,298,171.27	0.00	100.0%

Town of Hickory Creek
Expenditures over \$1,000.00
June 2023

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Bill	06/20/2023	Invoice...	Halff Associates, Inc.	82,083.00
	Total 5012 Streets & Road Improvement			82,083.00
5024 Public Safety Improvements				
Check	06/14/2023	4881	Lake Cities Municipal Authority	122,675.00
	Total 5024 Public Safety Improvements			122,675.00
5026 Fleet Vehicles				
Check	06/21/2023	Debit	Enterprise Fleet Management	4,376.03
	Total 5026 Fleet Vehicles			4,376.03
5030 Sycamore Bend Construction				
Check	06/07/2023	Wire	McMahon Contracting L.P.	169,307.46
	Total 5030 Sycamore Bend Construction			169,307.46
	Total Capital Outlay			378,441.49
General Government				
5212 EDC Tax Payment				
Check	06/12/2023		Hickory Creek Economic Development	23,173.26
	Total 5212 EDC Tax Payment			23,173.26
	Total General Government			23,173.26
Municipal Court				
5312 Court Technology				
Bill	06/01/2023	Invoice...	Tyler Technologies	2,909.28
Bill	06/13/2023	Invoice...	Tyler Technologies	2,160.00
	Total 5312 Court Technology			5,069.28
	Total Municipal Court			5,069.28
Parks Corps of Engineer				
5438 Sycamore Bend				
Bill	06/07/2023	Invoice...	Ventek International	2,597.68
	Total 5438 Sycamore Bend			2,597.68
	Total Parks Corps of Engineer			2,597.68
Personnel				
5510 Health Insurance				
Check	06/02/2023	Debit	Renaissance Life & Health Insurance	2,095.21
Check	06/06/2023		TML Health Benefits Pool	21,312.68
	Total 5510 Health Insurance			23,407.89
5518 Retirement (TMRS)				
Check	06/01/2023	Debit	TMRS	22,275.26
Check	06/29/2023	Debit	TMRS	22,810.60
	Total 5518 Retirement (TMRS)			45,085.86
	Total Personnel			68,493.75
Police Department				
5602 Auto Gas & Oil				
Check	06/27/2023	Debit	WEX Bank	5,655.59
	Total 5602 Auto Gas & Oil			5,655.59
5606 Auto Maintenance & Repair				

Town of Hickory Creek
Expenditures over \$1,000.00
June 2023

Type	Date	Num	Name	Amount
Bill	06/01/2023	R.O.# ...	Christian Brothers Automotive	1,221.15
Bill	06/20/2023	R.O.# ...	Christian Brothers Automotive	2,016.58
Total 5606 Auto Maintenance & Repair				3,237.73
Total Police Department				8,893.32
Public Works Department				
5710 Auto Gas & Oil				
Check	06/27/2023	Debit	WEX Bank	1,345.17
Total 5710 Auto Gas & Oil				1,345.17
5748 Landscaping Services				
Bill	06/07/2023	Invoice...	D & D Commercial Landscape Management	13,548.27
Total 5748 Landscaping Services				13,548.27
Total Public Works Department				14,893.44
Services				
5802 Appraisal District				
Bill	06/07/2023	Invoice...	DCAD	3,471.26
Total 5802 Appraisal District				3,471.26
5814 Engineering				
Bill	06/20/2023	Invoice...	Half Associates, Inc.	5,158.39
Bill	06/20/2023	Invoice...	Half Associates, Inc.	1,284.23
Total 5814 Engineering				6,442.62
5818 Inspections				
Bill	06/01/2023	Invoice...	Build by I-Codes	8,770.00
Bill	06/07/2023	Invoice...	Finney Code Consultants, LLC	3,255.00
Total 5818 Inspections				12,025.00
5820 Fire Service				
Bill	06/13/2023	Invoice...	City of Corinth	242,673.00
Total 5820 Fire Service				242,673.00
5826 Municipal Judge				
Check	06/01/2023		The Law Office of Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00
Total Services				265,661.88
Utilities & Maintenance				
5904 Electric				
Check	06/23/2023	Debit	Hudson Energy Services, LLC	2,239.63
Total 5904 Electric				2,239.63
5908 Street Lighting				
Check	06/23/2023	Debit	Hudson Energy Services, LLC	3,714.75
Total 5908 Street Lighting				3,714.75
5910 Telephone				
Check	06/30/2023	Debit	Lumen-CenturyLink	1,325.33
Total 5910 Telephone				1,325.33
Total Utilities & Maintenance				7,279.71
Total Expense				774,503.81
Net Ordinary Income				-774,503.81



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 06/01/2023 - 06/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2554%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 6/30/23 WAS 0.999615.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			1,049,844.42
06/08/2023	WIRE WITHDRAWAL	6152523	169,307.46 -	880,536.96
06/30/2023	MONTHLY POSTING	9999888	3,973.59	884,510.55
	ENDING BALANCE			884,510.55

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	1,049,844.42
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	169,307.46
TOTAL INTEREST	3,973.59
ENDING BALANCE	884,510.55
AVERAGE BALANCE	920,042.03

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	1,022,467.97	28,754.80



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 06/01/2023 - 06/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2554%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 6/30/23 WAS 0.999615.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			9,945.76
06/30/2023	MONTHLY POSTING	9999888	42.95	9,988.71
	ENDING BALANCE			9,988.71

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,945.76
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	42.95
ENDING BALANCE	9,988.71
AVERAGE BALANCE	9,945.76

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	240.53



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276016

ACCOUNT NAME: CORONAVIRUS LOCAL RECOVERY FUNDS

STATEMENT PERIOD: 06/01/2023 - 06/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2554%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 6/30/23 WAS 0.999615.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			718,214.32
06/30/2023	MONTHLY POSTING	9999888	3,102.34	721,316.66
	ENDING BALANCE			721,316.66

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	718,214.32
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3,102.34
ENDING BALANCE	721,316.66
AVERAGE BALANCE	718,214.32

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	146,404.53	17,659.44



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 06/01/2023 - 06/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2554%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 6/30/23 WAS 0.999615.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			83,458.25
06/30/2023	MONTHLY POSTING	9999888	360.50	83,818.75
	ENDING BALANCE			83,818.75

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	83,458.25
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	360.50
ENDING BALANCE	83,818.75
AVERAGE BALANCE	83,458.25

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	2,018.24



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 06/01/2023 - 06/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2554%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 6/30/23 WAS 0.999615.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			10,930,734.33
06/28/2023	ACH WITHDRAWAL	6153170	150,000.00 -	10,780,734.33
06/30/2023	MONTHLY POSTING	9999888	47,150.30	10,827,884.63
	ENDING BALANCE			10,827,884.63

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,930,734.33
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	150,000.00
TOTAL INTEREST	47,150.30
ENDING BALANCE	10,827,884.63
AVERAGE BALANCE	10,915,734.33

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	3,686,000.00	427,800.00	231,752.36



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 06/01/2023 - 06/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2554%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 6/30/23 WAS 0.999615.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			98,515.55
06/30/2023	MONTHLY POSTING	9999888	425.52	98,941.07
	ENDING BALANCE			98,941.07

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	98,515.55
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	425.52
ENDING BALANCE	98,941.07
AVERAGE BALANCE	98,515.55

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	2,382.30

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2023-07-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HICKORY CREEK, TEXAS, CHAPTER 2, ANIMAL CONTROL, ARTICLE 2.01, GENERAL PROVISIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AND EFFECTIVE DATE.

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

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

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

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

SECTION 1.
INCORPORATION OF PREMISES

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

SECTION 2.
FINDINGS

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

SECTION 3.
AMENDMENTS

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 1 Animal Control; Article 2.01 General Provisions; Section 2.01.005 Abandonment is hereby created and shall read:

“Sec. 2.01.005. - Abandonment.

An Owner may not abandon an Animal at an Animal Control Facility, unless authorized by this code. For the purpose of this subsection, abandon means to leave without the intent to retrieve.”

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

**SECTION 4.
CUMULATIVE REPEALER CLAUSE**

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

**SECTION 5.
SAVINGS CLAUSE**

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

**SECTION 6.
SEVERABILITY**

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

**SECTION 7.
PENALTY**

If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in a court of competent jurisdiction to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined, except as otherwise provided herein, in a sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 8.
PUBLICATION CLAUSE

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

SECTION 9.
ENGROSSMENT AND ENROLLMENT

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

SECTION 10.
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 31st day of July, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas
APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0731-__**

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 WITH STRUCTURED TECHNOLOGY SOLUTIONS, LLC CONCERNING INFORMATION TECHNOLOGY SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement concerning information technology services from Structured Technology Solutions, LLC, attached hereto as Exhibit A which is hereby incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 31st day of July, 2023.

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, 2023, by and among Structured Technology Solutions, LLC ("STS" or "Corporation"), a Texas Corporation whose principal office is located at 2022 S. Stemmons Fwy, STE 1000, Lake Dallas, TX, 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").

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.

WITNESSETH:

WHEREAS, STS 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) Aaron Appleby 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 Structured Technology Solutions, 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

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, 2025 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 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



Scheduled Service Agreement The Town of Hickory Creek

without notice.

Section 2.05 -- Termination by Client Without Notice: Client may terminate this Agreement without notice upon the earliest to occurrence 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.

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 or Corporation terminates the Agreement.

ARTICLE III -- FEES

Section 3.01 -- Rate of Payment: Client shall pay Corporation a fee of Forty-Seven thousand Eight Hundred Eighty (\$47,880) dollars ("Annual Fee") paid annually. This rate will cover dates October 1, 2023 – September 30, 2024. \$3,264.54 of this fee is allocated to devices under the prevue of the Army Corps of Engineers.

Client shall pay Corporation a fee of Forty-Nine thousand three hundred sixteen dollars & forty cents (\$49,316.40) ("Annual Fee") paid annually. This rate will cover dates October 1, 2024 – September 30, 2025. \$3,362.40 of this fee is allocated to devices under the prevue of the Army Corps of Engineers.

On-Site billable hours outside of scope of services will be billed at One Hundred Twenty-Five (\$125) dollars per hour. Client must be notified in advance prior to any work being performed, which will be performed outside of annual fee.

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

Section 3.02 -- Invoices: Corporation shall invoice Client in advance monthly for any fees in excess of the Annual 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.

Initial _____



Scheduled Service Agreement The Town of Hickory Creek

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

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

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

ARTICLE V -- INTELLECTUAL PROPERTY

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

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, including attorney's fees and costs of litigation, 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, including attorney's fees and costs of litigation, 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



Scheduled Service Agreement The Town of Hickory Creek

the date of this Agreement to the best of their knowledge.

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

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.

<u>Corporation</u>	<u>Address</u>
Structured Technology Solutions	2002 S. Stemmons Fwy Suite 1000 Lake Dallas, TX 75065

Notice shall be effective upon receipt.

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

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 7.11 -- 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 7.05 -- Severability: If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 7.12 -- In the event of any litigation between the parties hereto, the prevailing party in such litigation shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, and expert or consultant's fees incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings.

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 7.13 -- 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 7.07 -- 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 7.14 -- 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 7.08 -- 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:

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

<u>Client</u>	<u>Address</u>
---------------	----------------

(a) All workstations and servers must have Corporation

Initial _____



Scheduled Service Agreement The Town of Hickory Creek

Scope of Services

Included Services:

Cyber Security

- Anti-Virus
- Anti-Malware
- Outbreak Mitigation (Virus Malware)
- EDR Software
- 24/7/365 Managed SOC
- Cyber Risk Network Monitoring and Reporting
- Web Filtering
- Email Filtering
- Employee Cyber Security Awareness Training

Technology Management

- On Site Support
- Remote Helpdesk Support
- Resolve operating system issues
- Resolve operating system changes
- Resolve application issues or changes
- Resolve hardware issues (labor only)
- Monitor and Manage Server and Workstation Performance
- Documentation Management
- Infrastructure Maintenance
- Remote Monitoring
- Patch Management
- Reduced Hourly Rate
- Email Management
- User Management
- Wireless Network Management
- Software Management
- Equipment Purchasing
- Equipment Deployment
- Asset Management
- 24 x 7 remote monitoring and management for up to 45 computers and 8 servers
- Ventek pay station maintenance and support at town parks
(Sycamore Bend, Point Vista, Arrow Head)



Scheduled Service Agreement The Town of Hickory Creek

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 STS approval

Movement of workstations or servers without prior STS approval

Acts of God

Hickory Creek Economic Development Corporation

2023-2024

Amended Budget

July 31, 2023

	2022-2023 Adopted Budget	2023-2024 Adopted Budget	2023-2024 Amended Budget
Ordinary Income/Expense			
Income			
3002 Sales Tax Collections	300,000.00	300,000.00	300,000.00
3004 Logic Interest	30,000.00	30,000.00	30,000.00
3006 Reserve Funds	0.00	0.00	0.00
3008 Mineral Royalties	0.00	0.00	0.00
3010 Responsive Education Lease	15,000.00	15,000.00	15,000.00
Total Income	345,000.00	345,000.00	345,000.00
Expense			
Debt Service			
5002 Infrastructure Improvement	0.00	0.00	0.00
5004 Land Acquisitions	0.00	0.00	0.00
5006 Ronald Reagan Avenue	Delete	Delete	Delete
Total Debt Service	0.00	0.00	0.00
Expense			
4002 Administrative	10,800.00	10,800.00	19,200.00
4004 Attorney	7,500.00	7,500.00	7,500.00
4006 Audit	2,000.00	2,000.00	2,000.00
4008 Bank Service Charges	100.00	100.00	100.00
4010 Dues & Subscriptions	500.00	500.00	500.00
4012 Engineering	0.00	0.00	0.00
4014 Marketing	34,500.00	34,500.00	34,500.00
4018 Park Improvements	278,300.00	278,300.00	269,900.00
4022 Professional Service	4,000.00	4,000.00	4,000.00
4024 Public Notices/Advertising	300.00	300.00	300.00
4028 Training	2,500.00	2,500.00	2,500.00
4030 Travel Expense	2,500.00	2,500.00	2,500.00
4032 Infrastructure Improvement	0.00	0.00	0.00
4034 Land Holding Cost	2,000.00	2,000.00	2,000.00
4036 Land Acquisitions	0.00	0.00	0.00
4038 Incentives	0.00	0.00	0.00
Total Expense	345,000.00	345,000.00	345,000.00
Total Expense	345,000.00	345,000.00	345,000.00
Net Ordinary Income	0.00	0.00	0.00
Net Income	0.00	0.00	0.00

2023-2024
Hickory Creek
Economic Development Budget Notes

INCOME LINE ITEMS

3002 Sales Tax Collections - \$300,000

The EDC collects 1/4 of 1% of all the sales tax collected in Hickory Creek. Town staff is budgeting an 10% increase in sales tax over the 2022-2023 overall sales tax budgeted amount. The EDC income on this line item represents 12.5% of the total sales tax, or \$300,000.

3004 Logic EDC Interest - \$30,000

The EDC has the majority of their funds invested in an investment account with LOGIC.

3006 Reserve Funds - \$0

Any funds used from Reserve will be shown here if needed for a project to offset the budget expense. This is just an accounting entry of how much we would dip into our reserves if needed for any projects.

3008 Mineral Royalties - \$0

The EDC receives minimal royalty checks from the existing natural gas well that runs beneath our property on Ronald Reagan Ave.

3010 Responsive-Ed Lease Agreement -\$15,000

The lease was renewed for 2 years in February 2022, the term is July 2022-July 2024, at \$1,250 per month (\$15,000 annually). The lease can be renegotiated beyond that.

REGULAR EXPENSE LINE ITEMS

4002 Administrative - \$19,200

This line item includes \$12,000 per year Town Administrator EDC salary, \$1500 per quarter Administrative cost, \$75 per quarter building rental, \$800 per year Office Supplies & Equipment, and \$100 Postage

4004 Attorney - \$7,500

Attorney fees for projects.

4006 Audit - \$2000

Reimbursement to the Town for EDC portion of the annual audit. This amount is based on actual charges for the prior year audit.

4008 Bank Service Charges - \$100

Self explanatory

4010 Dues & Subscriptions - \$500

ICSC, Texas EDC, publications

4012 Engineering - \$0

Engineering associated with EDC projects if needed.

4014 Marketing - \$34,5000 (10% of income allowed per EDC law)

Retail Trade Area Maps
Marketing materials
Advertising

“Section 4B(b) limits Type B corporations to spending no more than 10 percent of the corporate revenues for promotional purposes. Yet, the attorney general has concluded a promotional expenditure “must advertise or publicize the city for the purpose of developing new and expanded business enterprises.” Further, a corporation is limited to spending not more than 10 percent of its current annual revenues for promotional purposes in any given year. Nonetheless, unexpended revenues specifically set aside for promotional purposes in past years may be expended along with 10 percent of current revenues without violating the cap.”

4018 Park Improvements - \$269,900

For potential Park Projects approved by EDC

4022 Professional Service - \$4,000

Professional services as needed

4024 Public Notices - \$300

Self Explanatory

4028 Training - \$2,500

All registration fees & costs associated with training seminars & conventions for EDC members

4030 Travel Expense - \$2,500

Travel expenses for Training for EDC members or designated representatives.

4032 Infrastructure Improvements - \$0

Budgeted for possible infrastructure needs.

4034 Land Holding Cost - \$2000

Mowing & maintenance of EDC land

4036 Land Acquisitions - \$0

No land acquisitions anticipated, but if needed, funds will be added from Reserve fund

4038 Incentives - \$0

For business development id needed

DEBT SERVICE LINE ITEMS

5002 Infrastructure Improvement - \$0

This line item will be used for any debt payments for infrastructure improvements.

5004 Land Acquisitions - \$0

This line item will be used for any debt payments related to future land acquisitions.

5006 Ronald Reagan Ave. – DELETED

The EDC commitment was paid in full as of August 2022.



AGENDA INFORMATION SHEET

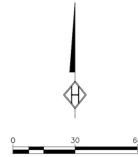
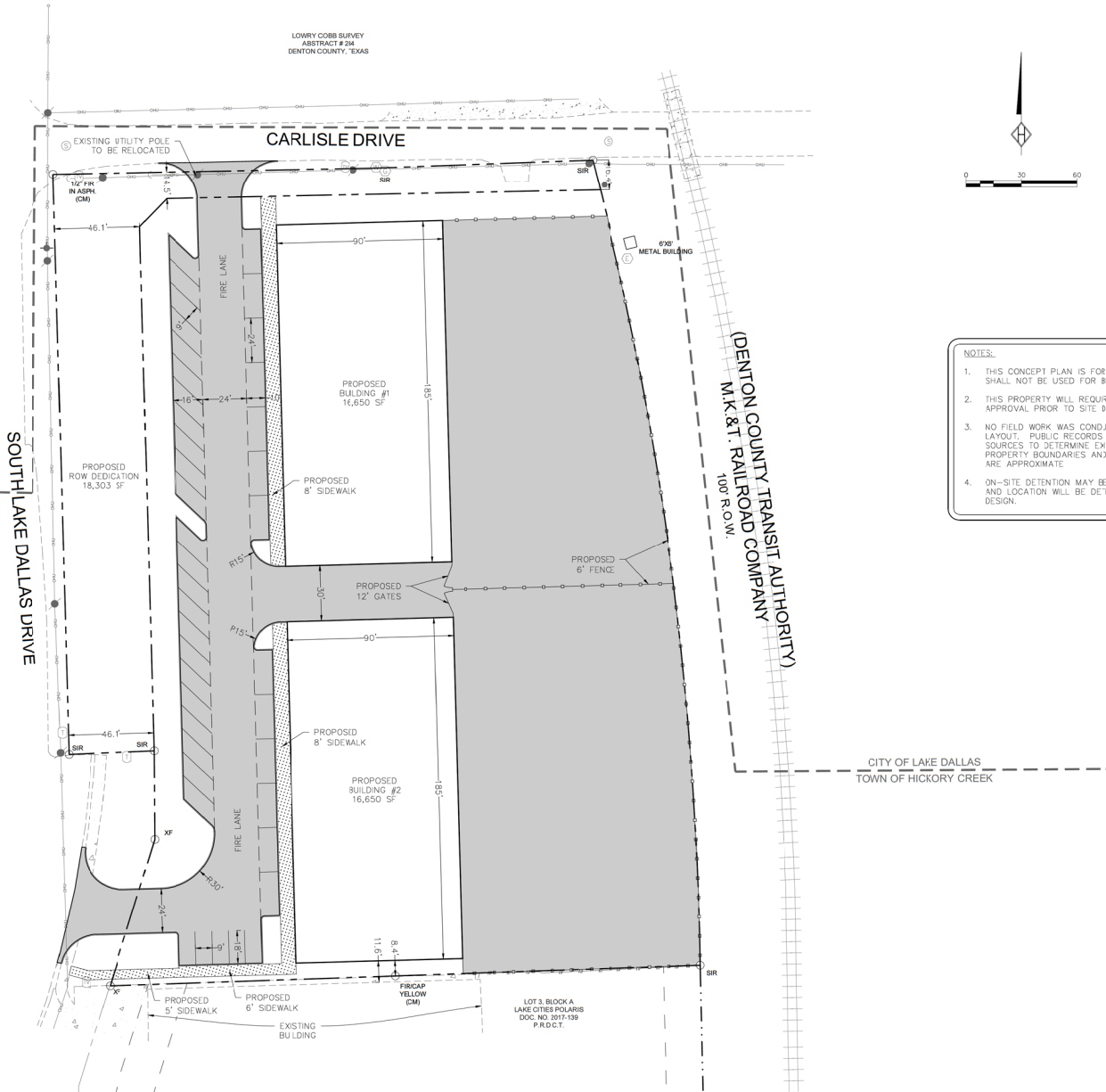
MEETING DATE: July 31, 2023

AGENDA ITEM: Conduct a public hearing regarding a request from AWS Boats on behalf of Paul Bosco for a Special Use Permit for a showroom, dealership offices and service center, for the display, sales, leasing, rental, and service of automobiles and storage of automobiles, recreational vehicles, motorcycles and boats in the 700 block of Lake Dallas Drive and consider and act on the same. The legal description of the property is A0284A Cobb, Tr 56, A0284A Cobb, Tr 55, 58, and A0284A Cobb, Tr 57(PT), Town of Hickory Creek, Denton County, Texas.

SUMMARY: Property is currently 3 vacant lots at the corner of Lake Dallas Drive and Carlisle. Approval was granted in 2021 to AWS Boats for a Special Use Permit for a boat dealership. AWS Boats has not submitted application for the development or platting of the properties.

Date	Request	Meeting	Result
12/14/21	Special Use Permit for AWS Boats.	Planning & Zoning	Approval recommended with special reference to site plan and elevations.
12/20/2021	Special Use Permit for AWS Boats.	Town Council	Approved with additional masonry.
7/25/2023	Special Use Permit for Bosco Auto Group	Planning and Zoning	Recommended Approval

LOWRY COBB SURVEY
ABSTRACT # 24
DENTON COUNTY, TEXAS



- NOTES:**
1. THIS CONCEPT PLAN IS FOR CONCEPTUAL PLANNING ONLY AND SHALL NOT BE USED FOR BIDDING OR CONSTRUCTION.
 2. THIS PROPERTY WILL REQUIRE THE TOWN OF HICKORY CREEK APPROVAL PRIOR TO SITE DEVELOPMENT.
 3. NO FIELD WORK WAS CONDUCTED FOR THE PREPARATION OF THIS LAYOUT. PUBLIC RECORDS WERE OBTAINED FROM VARIOUS PUBLIC SOURCES TO DETERMINE EXISTING CONDITIONS. AS A RESULT, THE PROPERTY BOUNDARIES AND EXISTING IMPROVEMENTS LOCATIONS ARE APPROXIMATE.
 4. ON-SITE DETENTION MAY BE REQUIRED. IF REQUIRED, THE SIZE AND LOCATION WILL BE DETERMINED DURING THE FINAL SITE DESIGN.

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
STEVEN R. HOMEYER, PE # 86942
DATE: 06/05/2023

HOMEYER ENGINEERING, P.C.
1000 W. WILSON AVENUE
P.O. BOX 284227 • LEWISVILLE, TEXAS • 75029
972-906-9985 • PHONE • 972-906-9987 • FAX
WWW.HEI.US.COM

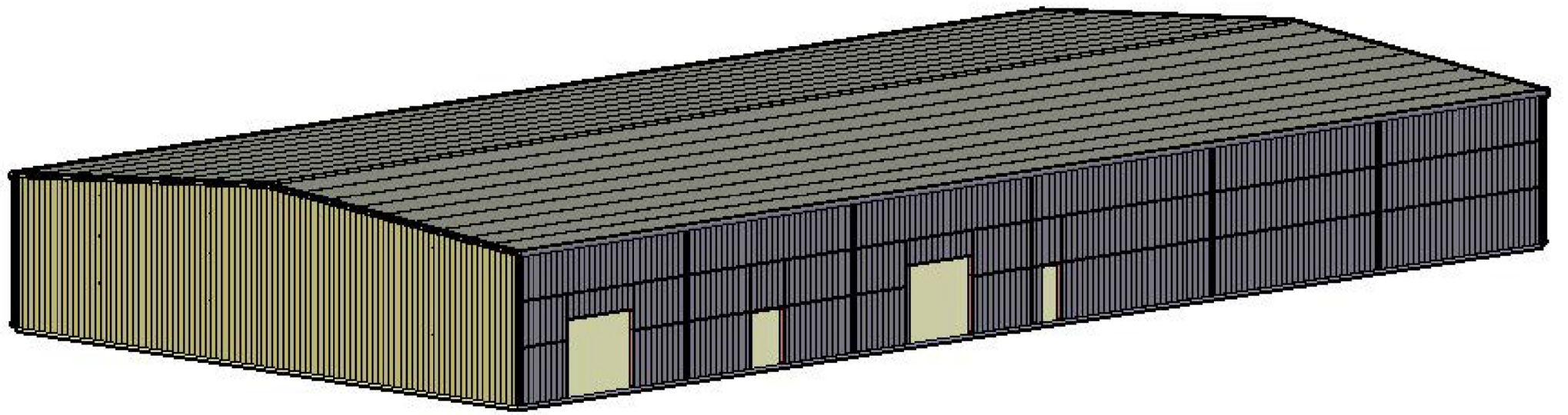


HICKORY CREEK RETAIL
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

CONCEPT PLAN

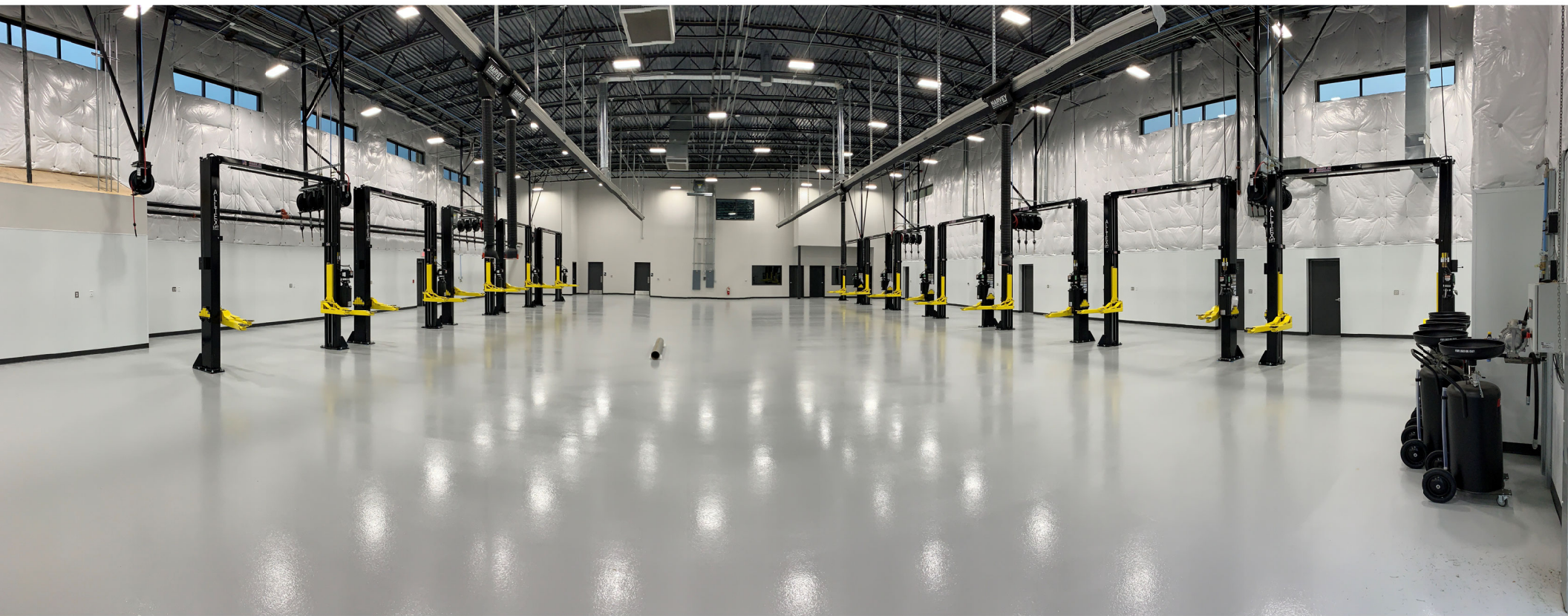
DRAWN: SRH
DATE: 05/24/23
HEI #: 23-0502

SHEET NO:
C1















AGENDA INFORMATION SHEET

MEETING DATE: July 31, 2023

AGENDA ITEM: Conduct a public hearing regarding a request from KSW Holding Hickory Creek, LP to amend the current PD (Planned Development) zoning designation on the tract of land legally described as The Olana at Hickory Creek, Lot 1, Block 1, Town of Hickory Creek, Denton County, Texas and consider and act on an ordinance adopting the same. The property is located at 1851 Turbeville Road.

SUMMARY:

The Olana resubmitted plans for an amendment to PD Zoning on 6/30/2023. Resubmission is due to revised language outlined in table.

Date	Request	Meeting	Result
2/26/19	Voluntary Annexation Petition	Town Council	Accepted
3/12/19	Voluntary Annexation	Town Council	Public Hearing
3/26/19	Voluntary Annexation	Town Council	No action taken
4/16/19	Voluntary Annexation	Town Council	Approved
5/1/19	PD Zoning Designation	Planning & Zoning	Recommended Denial
5/21/19	PD Zoning Designation	Town Council	Continued
6/18/19	PD Zoning Designation	Town Council	Approved
4/20/21	Amendment to PD Zoning	Planning & Zoning	Recommended Approval
4/26/21	Amendment to PD Zoning	Town Council	Approved
7/25/23	Amendment to PD Zoning	Planning & Zoning	Recommended Approval

The Olana Planned Development Zoning Amendment Revisions

2021	2023
	No changes prior to 4
4. Bakery Barn b. The building shall not exceed 15,000 square feet.	4. Design Center: Consisting of two steel framed buildings with concrete foundations to be constructed on the eastern third of the property. a. Building #1: The building shall not exceed 31,000 square feet. b. Building #2: The building shall not exceed 17,000 square feet.
5. Free-Standing Boutique b. The building shall not exceed 8,000 square feet.	
Number 6 to 10	Renumber to 5 to 9
11. Dedication of Land for Walking Trail a. Property owner will cooperate with Town to dedicate approximately ten (10) feet of real property to the Town for the purpose of constructing a walking and biking trail not to exceed eight (8) feet in width along the western property line.	10. Dedication of Land for Walking Trail a. Property owner has dedicated approximately ten (10) feet of real property to the Town for the purpose of constructing a walking and biking trail not to exceed eight (8) feet in width along the eastern property line, as previously agreed.
Number 12 to 14	Renumber to 11 to 13

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2023-07-_____

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 AMENDING AN EXISTING PLANNED DEVELOPMENT ORDINANCE NO. 2021-04-874 ON CERTAIN TRACTS OF LAND LEGALLY DESCRIBED AS A1120A H.H. SWISHER TR 50, 5.0 ACRES AND TR 50A (1) (PT) 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 owner/representative of an approximately 39 gross acres of land described on Exhibit "A" attached hereto and incorporated herein (the "Property"), has requested a zoning modification of its current zoning 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 permits for all structures within this Planned Development.

- C. A 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 use 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 31st day of July, 2023.

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

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE H. H. SWISHER SURVEY, ABSTRACT NO. 1220, DENTON COUNTY, TEXAS, AND BEING A PORTION OF A 39.2300 ACRE PROPERTY DESCRIBED IN DEED TO T CHATEAU EVENT CENTER, LLC AS RECORDED INSTRUMENT NO. 2012-44732 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS AND BEING MORE DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 5/8¹¹ IRON ROD SET FOR CORNER IN THE EAST LINE SAID 39.2300 ACRE TRACT, COMMON WITH THE WEST LINE OF A 19.2345 ACRE TRACT, DESCRIBED IN DEED TO 1745 TURBEVILLE RENTAL PROPERTY, LLC, AS DESCRIBED IN DEED RECORDED UNDER COUNTY CLERKS FILE NO. 2015-48856 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS AND LOCATED IN THE NORTH RIGHT-OF-WAY LINE OF TURBEVILLE ROAD, FOR THE NORTHEAST CORNER OF A 0.3671 ACRE TRACT OF LAND DESCRIBED IN RIGHT-OF-WAY WARRANTY DEED TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS, AS RECORDED IN INSTRUMENT NO. 2013-88998 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF A RIGHT-OF-WAY PARCEL DESCRIBED IN DEED TO TOWN OF HICKORY CREEK, TEXAS AND RECORDED IN INSTRUMENT NO. 2013- 19372 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS;

THENCE FOLLOWING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID TURBEVILLE ROAD AS DESCRIBED IN SAID RIGHT-OF-WAY WARRANTY DEED TO TOWN OF HICKORY CREEK, TEXAS AS RECORDED IN INSTRUMENT NO. 2013-88998 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, THE FOLLOWING COURSES AND DISTANCES NUMBERED (1) THROUGH (5);

SOUTH 89° 41' 16" WEST FOR A DISTANCE OF 250.02 FEET TO A 5/8" IRON ROD SET FOR CORNER;

SOUTH 01° 45' 46" EAST FOR A DISTANCE OF 9.91 FEET TO A 112" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER;

SOUTH 89° 40' 06" WEST FOR A DISTANCE OF 406.04 FEET TO A 5/8" IRON ROD SET FOR CORNER;

NORTH 89° 43' 11" WEST FOR A DISTANCE OF 226.42 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER;

NORTH 89° 07' 34" WEST FOR A DISTANCE OF 456.60 FEET TO A 1/2¹¹ IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" FOUND FOR CORNER, SAID CORNER BEING THE NORTHWEST CONER OF AFORESAID 0.3671 ACRE TRACT OF LAND DESCRIBED IN RIGHT-OF-WAY WARRANTY DEED TO TOWN OF HICKORY CREEK, TEXAS AND RECORDED IN INSTRUMENT NO. 2013-88998 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS AND BEING IN THE WEST LINE OF THE AFORESAID 39.2300 ACRE TRACT;

THENCE NORTH 00° 02' 13" EAST AND DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID TURBEVILLE ROAD AS DESCRIBED IN SAID RIGHT-OF-WAY WARRANTY DEED TO TOWN OF HICKORY CREEK, TEXAS AND RECORDED IN INSTRUMENT NO. 2013-88998 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS AND FOLLOWING ALONG WEST LINE OF AFORESAID 39.2300 ACRE T. CHATEAU EVENT CENTER, LLC TRACT COMMON WITH THE EAST LINE OF STEEPLECHASE NORTH ADDITION - PHASE 1, AN ADDITION TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2013-91 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, FOR A DISTANCE OF 1403.03 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE SOUTH LINE OF 3.2515 ACRE TRACT OF LAND DESCRIBED IN DEED TO ALAN HARVEY GOLDFIELD AS RECORDED IN DOCUMENT NO. 2013-57560 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 36° 41' 33" WITH A RADIUS OF 400.00 FEET AND A CHORD BEARING SOUTH 71° 50' 27" EAST AT A DISTANCE OF 251.81 FEET;

THENCE FOLLOWING ALONG THE NORTH LINE OF AFORESAID 39.2300 ACRE T. CHATEAU EVENT CENTER, LLC TRACT AND THE SOUTH LINE OF SAID 3.2515 ACRE ALAN HARVEY GOLDFIELD TRACT, THE FOLLOWING COURSES AND DISTANCES NUMBERED (6) THROUGH (11);

SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 256.16 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET THROUGH A CENTRAL ANGLE OF 36° 41' 11" AND A CHORD BEARING SOUTH 71° 50' 16" EAST AT A CHORD DISTANCE OF 289.53 FEET;

SOUTHEASTERLY AND FOLLOWING ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 294.54 FEET TO A 5/8" IRON ROD SET FOR CORNER;

NORTH 89° 49' 08" EAST FOR A DISTANCE OF 524.98 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET THROUGH A CENTRAL ANGLE OF 16° 52' 25" AND CHORD DIRECTION OF NORTH 81° 22' 55" EAST AT A CHORD LENGTH OF 134.98 FEET;

SOUTHEASTERLY AND FOLLOWING ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 135.47 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET THROUGH A CENTRAL ANGLE OF 16° 52' 25" AND CHORD BEARING NORTH 81° 22' 55" EAST AT A CHORD LENGTH OF 117.37 FEET;

NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 117.80 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER ;

NORTH 89° 47' 02" EAST FOR A DISTANCE OF 29.66 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF AFORESAID 39.2300 ACRE T. CHATEAU EVENT CENTER, LLC TRACT AND THE NORTHWEST CORNER OF THE AFOREMENTIONED 19.2345 ACRE TRACT OF LAND DESCRIBED IN DEED TO 1745 TURBEVILLE RENTAL PROPERTY, LLC AS RECORDED IN DOCUMENT NUMBER 2015-48856 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 00° 52' 15" EAST AND DEPARTING THE SOUTH LINE OF AFORESAID 3.2515 ACRE ALAN HARVEY GOLDFIELD TRACT AND ALONG THE EAST LINE OF AFORESAID 39.2300 ACRE T. CHATEAU EVENT CENTER, LLC TRACT AND THE WEST LINE OF SAID 19.2345 ACRE 1745 TURBEVILLE RENTAL PROPERTY, LLC TRACT FOR A DISTANCE OF 1262.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 38.8755 ACRES OF LAND, MORE OR LESS.

TRACT 2

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, DENTON COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO CTMGT MONTALCINO, LLC, AS RECORDED IN DOCUMENT NO. 2011-121574 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD SET FOR THE NORTHWEST CORNER OF A RIGHT-OF-WAY DEDICATED FOR TURBEVILLE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN DOCUMENT NO. 2013-19372 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, SAID POINT BEING IN THE COMMON WEST LINE OF SAID CTMGT MONTALCINO TRACT AND THE EAST LINE OF A TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO T CHATEAU EVENT CENTER, LLC, AS RECORDED IN DOCUMENT NO. 2012-44732 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 00° 52' 15" WEST AND FOLLOWING ALONG SAID COMMON LINE FOR A DISTANCE OF 820.00 FEET TO A POINT FOR CORNER, SAID CORNER BEING THE POINT OF BEGINNING;

THENCE NORTH 00° 52' 15" EAST AND CONTINUING WITH SAID COMMON LINE FOR A DISTANCE OF 10.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 89° 07' 45" EAST AND DEPARTING THE SAID COMMON LINE, OVER AND ACROSS SAID CTMGT MONTALCINO TRACT FOR A DISTANCE OF 10.00 FEET TO A POINT FOR CORNER;

Exhibit B
Planned Development Standards

The following PD Standards shall apply to the real property described in the legal description attached to this ordinance as Exhibit A (the “Property”). The Base Zoning for the Property is C-1 Commercial District, as that term is defined in Chapter 14 of the Code of Ordinances of the Town of Hickory Creek, Texas (the “Zoning Ordinance”). In the event any provision of these PD Standards conflict with a provision of the Zoning Ordinance, the PD Standards shall apply. All provisions of the Zoning Ordinance not specifically altered by the PD Standards shall apply to the Property.

1. Allowed Uses:

- a. In place of, and not in addition to, those uses allowed under the Base Zoning, the following uses shall be permitted:
 - i. Wedding and Event Venue, including but not limited to, religious and worship activities, educational facilities, weddings, and corporate offices and retreats.
 - ii. Hotel and other short-term lodging
 - iii. Spa/Sauna
 - iv. Restaurant and Bakery
 - v. Residential
 - vi. Wedding Boutique and Floral Retail
 - vii. Office and conference center
- b. Additional Area Regulations:
 - i. Side Yard: Any lot that shares a boundary with the eastern or western boundary of the Property must provide a side yard of not less than thirty (30) feet from other property lines with residential structures or public roads along said boundary line. All or part of any trail, path, or sidewalk for public use may be included inside the thirty (30) feet.
 - ii. Landscape Buffer: Any lot that shares a boundary with a district zoned for residential use must provide a landscape buffer of not less than five (5) feet.
 - iii. Screening: The western boundary line of the Property must have a masonry fence with a height of eight (8) feet along said boundary line.
 - iv. West Facing Window Restriction: Any building construction within 45 feet of the western Property line shall not have any west-facing window installed that exceeds six square feet and must be installed so that the bottom edge of the window is sixty (60) inches from the floor; however the “Back of House” building and the “Fitness and Spa” building shall have windows on the rear of the building to provide a more residential look to the rear of the buildings.

2. Area Regulations shall be modified to allow for the following:

- a. Height Regulations Applied to All Structures Except Main Hotel Building and existing mansion structure:

- i. No structure within shall exceed two (2) stories in height from the finished floor, with maximum structure height of thirty-four (34) feet above grade as measured from the foundation of the structure.
 - ii. The main hotel building and adjoining hotel rooms shall not exceed two (2) stories in height with a maximum structure height of forty-two (42) feet as measured from the foundation of the structure.
3. Exhibit C. (Site Plan) is attached to depict the general location and size building layout. Until final construction document and development site plans of the Property are completed, flexibility to change the design shall be allowed assuming the other terms herein are met.
4. Design Center: Consisting of two steel framed buildings with concrete foundations to be constructed on the eastern third of the property.
 - a. Building #1: The building shall not exceed 31,000 square feet.
 - b. Building #2: The building shall not exceed 17,000 square feet.
 - c. The building exteriors shall be at least 50% masonry to include a requirement that the front facing portion of the building be at least 90% masonry.
 - d. The buildings shall not exceed the 34' height restriction.
 - e. The interior finish out shall otherwise meet current building and fire code requirements for its applicable use.
5. Streets
 - a. There are no public roads or public streets on the Property.
 - b. All streets on the Property will be private driveways and fire lanes. Private driveways and fire lanes shall be maintained by the Property Owner.
 - c. The fire lane(s) for any new structure shall be 26' wide. The fire lane behind the Villas on the west side of the property may be Grasscrete or a similar semi-permeable paving system.
 - d. The driveway from Turbeville Road to the Bakery Barn and Boutique will be constructed of concrete.
6. Parking
 - a. Parking lot(s) shall be concrete.
 - b. One hundred fifteen (115) spaces for the existing venue, offices, and employee parking, which may also be used by the Bakery Barn and Boutique.
 - c. A minimum of an additional 100 parking spaces will be constructed for lodging and amenity uses, including but not limited to, restaurants, pools, parks, and spa.
7. Limitation on Hotel Rooms
 - a. A maximum of 110 hotel suite/units may be constructed on the subject Property; and no more than forty (40) hotel suites/units may be constructed within fifty (50) feet of the western property line.

8. Sidewalks

- a. Sidewalks are not required but are optional throughout the Property at the discretion of the Property Owner.
- b. Sidewalk will be required along Turbeville Road from the eastern property line to the western property line.

9. Accessibility

- a. All new construction on the Property shall comply with federal ADA standards and Texas Accessibility Standards.

10. Dedication of Land for Walking Trail

- a. Property owner has dedicated approximately ten (10) feet of real property to the Town for the purpose of constructing a walking and biking trail not to exceed eight (8) feet in width along the eastern property line, as previously agreed.
- b. The land dedicated for the walking trail shall be included in the required buffer.
- c. The Property Owner shall financially participate in the construction of the path by paying fifty percent (50%) of the construction cost of the concrete sidewalk and shall also provide conduit through the masonry screening wall to allow for lighting to be mounted to the back side of the screening wall.
- d. The Town agrees that no lights exceeding 12 feet in height shall be installed along the trail abutting the property line.

11. Solid Waste Collection

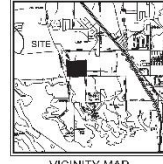
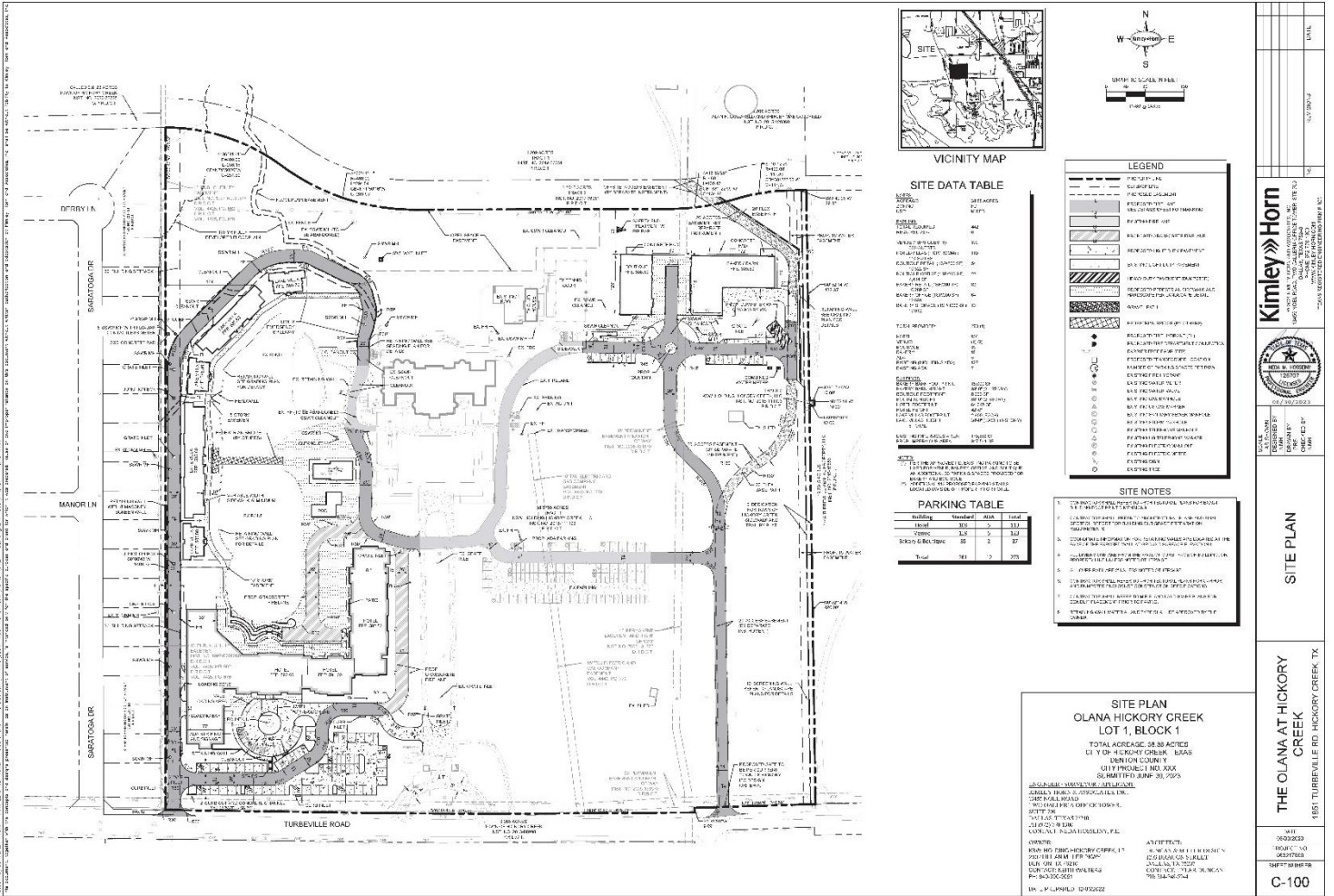
- a. Solid waste collection is prohibited on the western boundary of the property within fifty feet of the property line. Collection shall continue at the rear of the mansion. No collection on the western property line may occur outside of the hours of 9:00 AM to 6:00 PM.

12. All construction of buildings on the property shall be Modern French Provincial Style.

13. All outdoor lighting must be night sky approved.

Exhibit C

Site Plan



SITE DATA TABLE

ITEM	QUANTITY	UNIT
AREA	1.00	AC
PERMITS	1	
CONCRETE	1000	YD
ASPHALT	1000	YD
PAVING	1000	YD
LANDSCAPING	1000	YD
UTILITIES	1000	YD
SEWER	1000	YD
WATER	1000	YD
STORM	1000	YD
CONCRETE	1000	YD
ASPHALT	1000	YD
PAVING	1000	YD
LANDSCAPING	1000	YD
UTILITIES	1000	YD
SEWER	1000	YD
WATER	1000	YD
STORM	1000	YD

PARKING TABLE

Building	Max	Min	Total
1	100	50	150
2	100	50	150
3	100	50	150
4	100	50	150
5	100	50	150
6	100	50	150
7	100	50	150
8	100	50	150
9	100	50	150
10	100	50	150
11	100	50	150
12	100	50	150
13	100	50	150
14	100	50	150
15	100	50	150
16	100	50	150
17	100	50	150
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39	100	50	150
40	100	50	150
41	100	50	150
42	100	50	150
43	100	50	150
44	100	50	150
45	100	50	150
46	100	50	150
47	100	50	150
48	100	50	150
49	100	50	150
50	100	50	150
Total	5000	2500	7500

LEGEND

- 1. EXISTING PAVEMENT
- 2. EXISTING ASPHALT
- 3. EXISTING CONCRETE
- 4. EXISTING GRAVEL
- 5. EXISTING SAND
- 6. EXISTING DIRT
- 7. EXISTING VEGETATION
- 8. EXISTING TREES
- 9. EXISTING UTILITIES
- 10. EXISTING SEWER
- 11. EXISTING WATER
- 12. EXISTING STORM
- 13. EXISTING FENCE
- 14. EXISTING DRIVE
- 15. EXISTING WALKWAY
- 16. EXISTING BIKEWAY
- 17. EXISTING SIGN
- 18. EXISTING LIGHT
- 19. EXISTING STRUCTURE
- 20. EXISTING WALL
- 21. EXISTING CURB
- 22. EXISTING GROUND
- 23. EXISTING ELEVATION
- 24. EXISTING SPOT ELEVATION
- 25. EXISTING FINISH ELEVATION
- 26. EXISTING PROPOSED ELEVATION
- 27. EXISTING PROPOSED SPOT ELEVATION
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- 50. EXISTING PROPOSED FINISH SPOT ELEVATION

- SITE NOTES**
1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
 2. ALL UTILITIES SHALL BE DEPTH MARKED AND LOCATED PRIOR TO CONSTRUCTION.
 3. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
 4. ALL UTILITIES SHALL BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION.
 5. ALL UTILITIES SHALL BE INSTALLED TO DEPTHS AS SHOWN ON THIS PLAN.
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SITE PLAN
OLANA HICKORY CREEK
LOT 1, BLOCK 1
 TOTAL AREA: 0.30 ACRES
 CITY OF HICKORY CREEK, TEXAS
 DENSON COUNTY
 SUBMITTED: JUNE 30, 2025

DESIGNED: MICHAEL J. GIBSON
 CHECKED: JAMES W. ASSOCIATES, INC.
 DATE: 06/30/2025
 PROJECT NO.: 2025-001
 CLIENT: JAMES W. ASSOCIATES, INC.
 ADDRESS: 12345 MAIN ST., SUITE 100, HOUSTON, TX 77001
 PHONE: (713) 555-1234
 FAX: (713) 555-5678
 EMAIL: info@jwa.com

DATE: 06/30/2025
 DRAWN BY: JWG
 CHECKED BY: JWA
 PROJECT NO.: 2025-001
 CLIENT: JAMES W. ASSOCIATES, INC.
 ADDRESS: 12345 MAIN ST., SUITE 100, HOUSTON, TX 77001
 PHONE: (713) 555-1234
 FAX: (713) 555-5678
 EMAIL: info@jwa.com

Kimley Horn

SITE PLAN

THE OLANA AT HICKORY CREEK
 5811 TURBVILLE RD, HICKORY CREEK, TX

441
 06/30/2025
 06/30/2025
 06/30/2025

C-100



AGENDA INFORMATION SHEET

MEETING DATE: July 31, 2023

AGENDA ITEM: Consider and act on a final plat of The Olana at Hickory Creek, Lot 1, Block 1: being 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The property is located at 1851 Turbeville Road.

SUMMARY: Final Plat resubmittal due to revised drainage areas and relocation of easement.

Date	Request	Meeting	Result
1/18/22	Final Plat	Planning & Zoning	Continued
2/15/22	Preliminary Plat	Planning & Zoning	Recommended Approval
3/28/22	Preliminary Plat	Town Council	Approved
5/17/22	Final Plat	Planning & Zoning	Recommended Approval
5/23/22	Final Plat	Town Council	Approved
1/24/23	Final Plat	Planning & Zoning	Recommended Approval
2/6/23	Final Plat	Town Council	No action taken
2/27/23	Final Plat	Town Council	Approved
7/25/23	Final Plat	Planning & Zoning	Recommended Approval



July 19, 2023
AVO 37638.200

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

**RE: The Olana – Final Plat
4th Review – Revision to Previously Approved Plat**

Dear Ms. Chaudoir:

Halff Associates received a request from the Town of Hickory Creek to review a revised Final Plat for The Olana at Hickory Creek on December 22, 2022. The plat was previously approved in May 2022. The surveyor and engineer/applicant is Kimley-Horn and Associates, Inc. The owner is KSW Holding Hickory Creek LP.

A revision to the previously approved plat has been submitted to reflect changes to the site plan and easements.

Halff has reviewed the revised Final Plat and recommends approval.

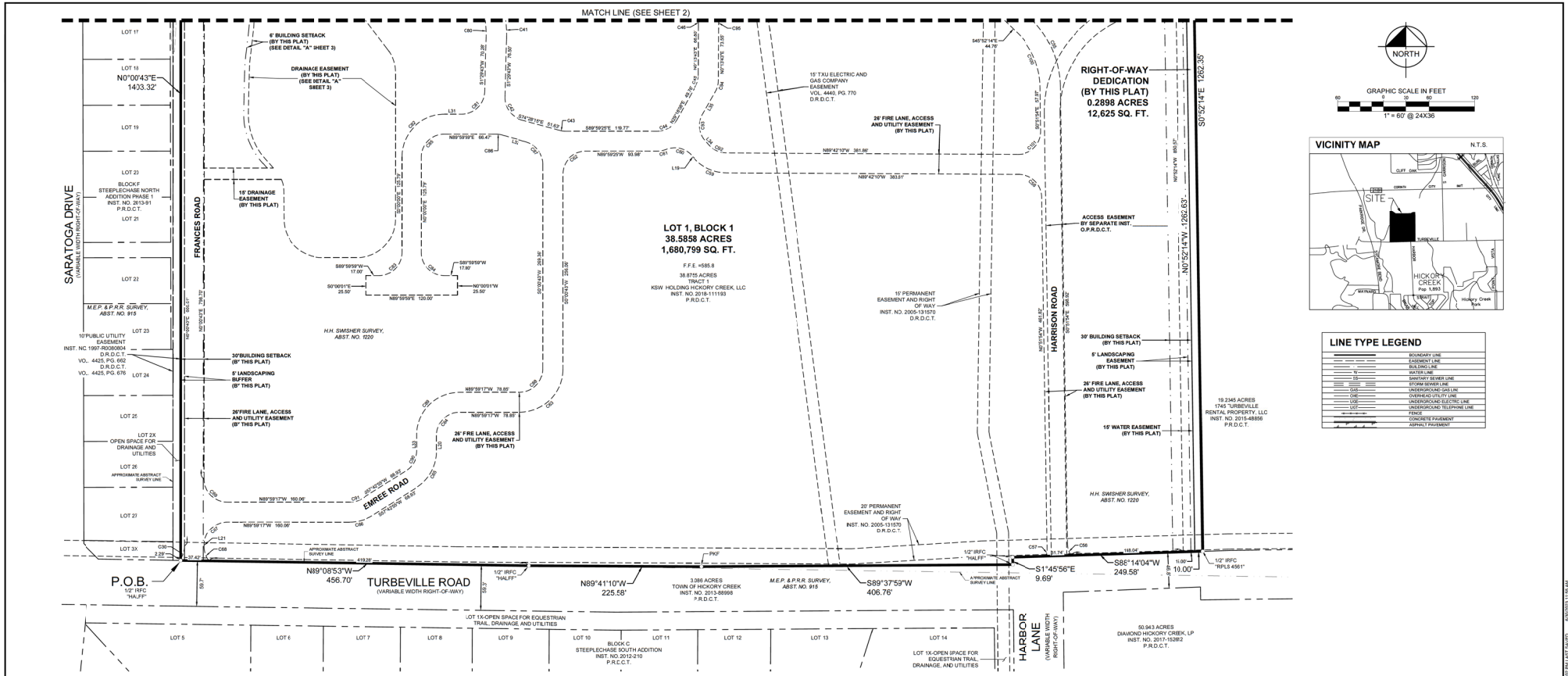
Sincerely,

HALFF ASSOCIATES, INC.
TBPELS Engineering Firm No. 312

A handwritten signature in blue ink, appearing to read "Lee T. Williams".

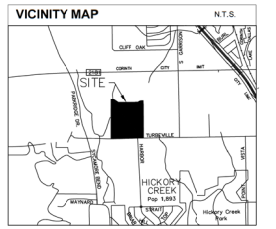
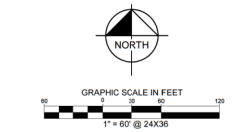
Lee T. Williams, PE
Consulting Engineer for the Town of Hickory Creek

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



LOT 1, BLOCK 1
38.5858 ACRES
1,680,799 SQ. FT.

F.F.E. #585.8
 38.8752 ACRES
 1,730,000 SQ. FT.
 KSW HOLDING HICKORY CREEK LLC
 INST. NO. 2011-11193
 P.D.C.T.



LINE TYPE LEGEND

---	BOUNDARY LINE
---	EASEMENT LINE
---	WATER LINE
---	SEWER LINE
---	STORM SEWER LINE
---	UNDERGROUND UTILITY LINE
---	OVERHEAD UTILITY LINE
---	UNDERGROUND TELEPHONE LINE
---	TRAIL
---	CONCRETE PAVEMENT
---	GRAVEL PAVEMENT
---	GRAVEL DRIVEWAY

LINE TABLE				LINE TABLE				CURVE TABLE				CURVE TABLE				CURVE TABLE				CURVE TABLE											
NO.	BEARING	LENGTH	CHORD	NO.	BEARING	LENGTH	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	N0°00'00"E	55.24	L2	S15°31'17"W	11.03	C1	4°13'35"	50.00	68.86	N19°57'37"W	65.33	C27	S1°18'43"	94.00	8.63	S42°51'50"W	8.63	C53	30°50'48"	43.00	70.70	S45°50'00"W	63.69	C79	14°22'04"	83.00	20.93	S18°19'53"E	20.88		
L2	N0°00'00"W	7.16	L3	S14°28'31"W	30.24	C2	S11°20"	100.00	9.06	N03°50'1"E	9.06	C28	N1°06'20"	96.00	16.72	S48°47'07"W	16.66	C54	48°41'58"	100.00	81.51	S22°31'11"E	79.27	C80	N12°27'28"	160.00	34.79	S04°44'02"E	34.72		
L3	S89°59'77"E	29.07	L4	S02°40'48"W	42.04	C3	S2°17'10"	100.00	6.61	N04°31'02"E	6.61	C29	S24°29'28"	20.00	14.83	S79°40'30"W	14.83	C55	43°50'29"	120.00	69.87	S20°22'06"E	66.42	C81	S8°30'17"	33.00	46.24	S45°44'51"W	41.87		
L4	S14°51'03"E	27.60	L5	S20°32'22"E	38.88	C4	N10°21'1"	460.00	60.92	N02°49'00"W	60.91	C30	S23°32'20"	30.00	17.57	N10°47'38"E	17.32	C56	N10°39'11"	30.00	16.29	S10°22'37"E	16.00	C82	S9°19'59"	55.00	87.96	S40°10'00"W	39.20		
L5	S12°18'48"W	23.37	L6	S89°59'59"W	32.93	C5	S17'29"	174.00	40.66	N01°56'03"W	40.66	C31	45°00'00"	134.00	97.38	N02°30'34"E	94.91	C27	N17°40'48"	30.00	6.26	N02°58'30"E	6.22	C33	90°00'00"	33.00	47.12	S44°19'59"W	42.43		
L6	S03°59'25"W	12.16	L7	S74°28'13"E	33.48	C6	S12°48"	174.00	9.78	N11°23'39"E	9.78	C32	40°00'00"	134.00	97.38	N07°30'34"E	94.91	C58	88°50'18"	30.00	46.82	N49°17'00"W	41.69	C84	90°00'00"	30.00	47.12	N45°00'01"W	42.43		
L7	S00°13'52"E	47.18	L8	S00°00'43"W	20.87	C7	S1°30'27"	212.55	38.99	N08°48'46"E	38.94	C33	S01°27'34"	56.00	35.70	S76°50'00"E	25.47	C59	48°15'14"	50.00	47.16	N09°34'33"W	45.78	C85	S9°59'59"	33.00	47.12	N45°00'00"E	42.43		
L8	S89°48'03"W	5.34	L9	N41°28'58"W	7.58	C8	S0°29'28"	50.00	22.83	N14°31'10"E	22.83	C34	49°33'17"	56.00	44.43	S34°55'04"E	45.84	C60	70°41'55"	30.00	37.02	N74°57'43"W	34.71	C86	S13°14'45"	33.00	6.13	S82°14'08"E	11.11		
L9	S15°03'17"W	47.43	L10	N29°18'08"E	14.23	C9	S1°58'49"	205.42	46.42	N03°34'48"E	46.32	C35	S27°17'3"	99.00	27.24	S00°54'39"E	27.00	C61	S21°09'25"	30.00	11.60	S78°16'52"W	11.53	C87	S4°28'58"	33.00	38.00	S37°13'46"E	33.31		
L10	S14°28'13"W	32.41	L11	N00°00'12"E	16.67	C10	S1°14'05"	100.00	9.18	N42°51'0"E	9.18	C36	S37°37'3"	96.00	8.43	S10°37'33"W	8.42	C62	S8°59'52"	30.00	47.12	S45°10'38"W	42.43	C88	90°00'00"	33.00	47.12	S45°10'43"W	42.43		
L11	S00°28'12"E	25.97	L12	N89°07'46"E	3.30	C11	S11°06'20"	50.00	14.93	N46°47'07"E	14.87	C37	S1°10'17"	30.00	11.09	S10°21'8"W	11.02	C63	90°00'00"	56.00	87.96	S45°10'43"W	79.20	C89	90°00'00"	50.00	87.96	S45°10'43"W	39.20		
L12	S33°53'29"E	14.62	L13	S00°59'29"W	19.72	C12	S1°46'29"	20.00	11.47	N7°44'39"E	11.29	C38	S13°58'49"	30.00	7.33	S07°38'24"W	7.31	C64	90°00'00"	30.00	47.12	S45°10'43"W	42.43	C90	S7°42'12"	33.00	30.21	S28°51'49"W	29.59		
L13	N00°10'12"W	16.67	L14	S44°10'22"E	10.96	C13	S1°18'44"	100.00	20.91	S09°28'00"W	20.87	C39	S09°31'6"	50.00	13.62	S12°23'12"E	13.56	C65	S7°42'12"	50.00	36.40	S28°51'49"W	34.04	C91	S2°17'48"	33.00	16.81	S33°51'49"W	6.97		
L14	N00°52'14"W	7.08	L15	S44°10'22"E	28.30	C14	S7°30'00"	25.00	33.82	S39°13'48"W	33.30	C40	S42°73'38"	109.96	37.75	S14°18'44"E	27.69	C66	S21°17'48"	50.00	31.87	S75°51'49"W	31.10	C92	48°16'14"	33.00	25.27	N03°34'33"W	24.53		
L15	N00°50'29"E	18.00	L16	N44°09'32"W	38.16	C15	S12°25'59"	50.00	32.62	S18°47'38"E	32.05	C41	S12°27'47"	180.00	40.48	S04°44'11"E	40.38	C67	90°00'00"	30.00	47.12	S45°10'43"W	42.43	C93	70°45'04"	33.00	17.09	N08°16'24"W	34.74		
L16	S89°09'32"E	26.00	L17	N89°09'32"E	26.00	C16	S9°00'00"	50.00	78.54	S45°10'00"W	70.71	C42	S75°57'58"	30.00	39.78	S30°29'18"E	36.80	C68	S8°12'13"	30.00	20.00	S19°09'33"E	19.63	C94	S04°20'24"	33.00	15.22	N14°45'55"E	6.06		
L17	N89°09'32"E	26.00	L18	N00°50'29"E	18.00	C17	S0°36'12"	50.00	78.19	N45°11'54"W	70.47	C43	S13°31'10"	30.00	8.13	S82°13'59"E	8.10	C69	90°00'00"	30.00	47.12	N45°10'43"W	42.43	C95	S4°45'59"	33.00	2.60	N02°34'42"E	1.49		
L18	N00°50'29"E	18.00	L19	N41°28'58"W	4.93	C18	S1°28'37"	40.00	15.69	N11°38'04"W	15.59	C44	S6°42'28"	30.00	31.79	N09°39'32"E	30.32	C70	45°00'00"	80.00	76.97	N22°30'43"E	75.01	C96	S4°59'55"	50.00	4.68	N02°34'42"E	1.88		
L19	N41°28'58"W	4.93	L20	S00°00'00"W	20.87	C19	S41°33'56"	96.00	71.32	S19°57'37"E	69.69	C45	S19°57'37"	30.00	15.22	N14°49'38"E	15.00	C71	45°00'00"	80.00	76.97	N07°30'43"E	75.01	C97	S9°07'59"	148.00	230.24	N44°33'48"E	207.11		
L20	S00°00'00"W	20.87	L21	S10°12'00"	27.78	C20	S11°20"	100.00	9.06	S03°50'1"W	9.06	C46	S45°39'39"	96.00	4.69	N02°38'32"E	4.66	C72	S01°17'34"	30.00	13.77	S78°50'30"E	13.60	C98	S8°19'14"	40.00	70.69	S44°10'50"E	63.62		
L21	S10°12'00"	27.78	L22	S89°59'59"W	39.60	C21	S2°17'10"	100.00	6.61	S04°31'02"E	6.61	C47	S49°39'39"	30.00	7.62	S07°38'24"E	7.62	C73	S49°33'17"	30.00	25.99	S39°59'59"E	25.18	C99	S4°41'49"	100.00	103.79	S22°31'16"E	99.88		
L22	S89°59'59"W	39.60	L23	S14°02'23"E	27.59	C22	S13°58'49"	400.00	79.82	S04°34'39"E	79.82	C48	S42°09'19"	174.00	106.29	N09°14'11"E	104.81	C74	S09°31'19"	50.00	14.54	S09°54'00"E	14.10	C100	S45°00'00"	100.00	78.97	S22°32'14"E	36.97		
L23	S14°02'23"E	27.59	L24	S12°18'48"W	45.04	C23	S2°33'30"	180.00	67.76	S02°08'17"W	67.38	C49	S00°00'00"	40.00	70.69	N45°10'38"E	63.64	C75	S12°32'40"	50.00	11.20	S00°12'30"W	11.24	C101	S1°06'44"	33.00	47.73	S44°12'56"W	42.88		
L24	S12°18'48"W	45.04	L25	S00°13'52"E	47.79	C24	S12°59'23"	200.58	37.85	S08°49'32"E	37.79	C50	S00°00'00"	40.00	70.69	S44°10'38"E	63.64	C76	S12°39'10"	50.00	12.36	S00°12'30"W	12.36	C102	S1°06'44"	33.00	47.73	S44°12'56"W	42.88		
L25	S00°13'52"E	47.79	L26	S89°48'03"W	3.18	C25	S0°29'28"	56.00	25.57	S14°39'10"W	25.34	C51	S00°00'00"	30.00	47.12	N45°10'38"E	42.43	C77	S11°45'43"	50.00	6.69	S00°33'39"W	6.84								
L26	S89°48'03"W	3.18				C26	S1°15'50"	150.00	16.37	S39°34'48"W	16.15	C52	S00°00'00"	30.00	47.12	N45°10'38"E	42.43	C78	S2°14'11"	50.00	27.60	S11°28'19"E	27.32								

NOTES:
 1. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

FINAL PLAT
THE OLANA AT HICKORY CREEK
LOT 1, BLOCK 1
38.8752 ACRES
H.H. SWISHER SURVEY, ABSTRACT NO. 1220
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS

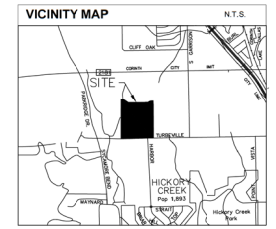
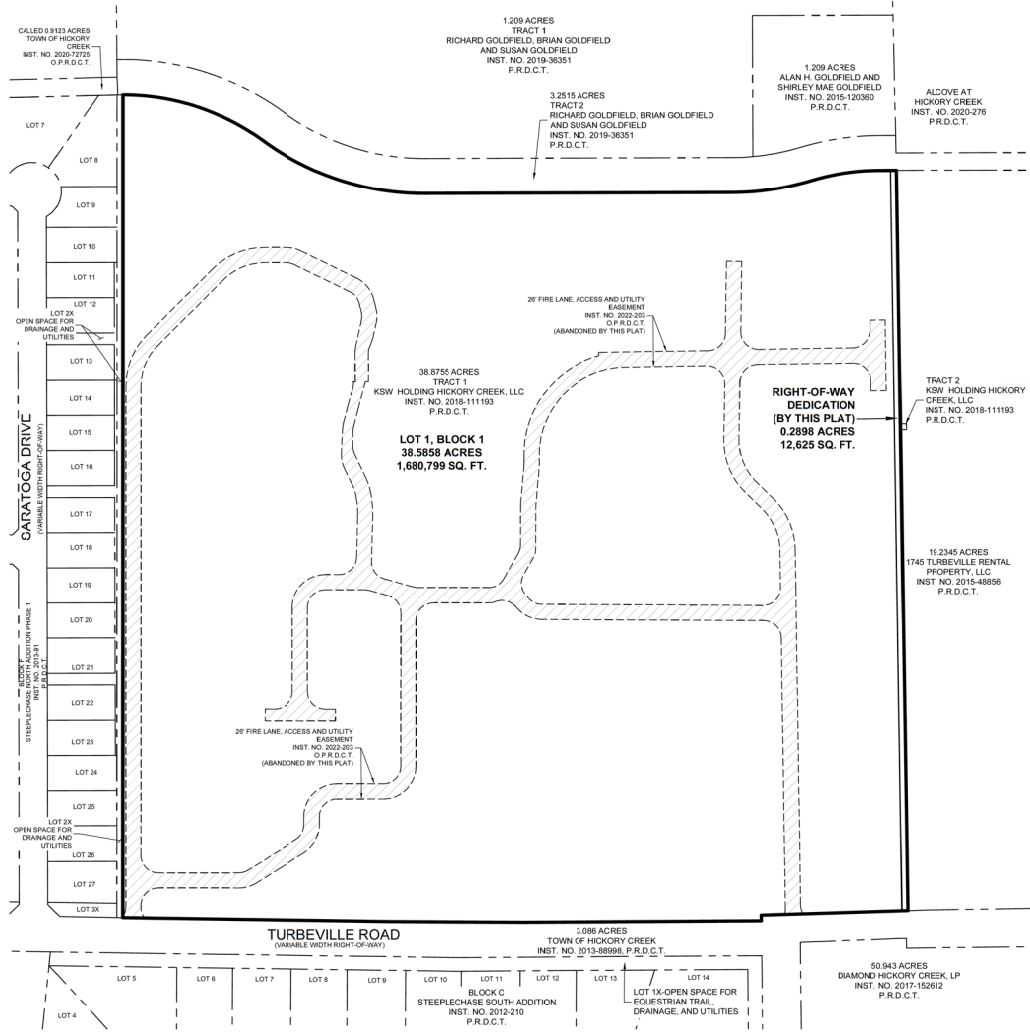
Kimley»Horn
 13455 Noel Road, Two Galleria Office
 Tower, Suite 700, Dallas, Texas 75240
 Tel. No. (972) 770-1300
 Fax No. (972) 230-0520
 FIRM # 01119500
 Project No. 063217800
 Date Jun 2003
 Sheet No. 1 OF 4

ENGINEER/APPLICANT:
 KIMLEY-HORN AND ASSOCIATES, INC.
 13455 NOEL ROAD
 TWO GALLERIA OFFICE TOWER,
 SUITE 700
 DALLAS, TEXAS 75240
 CONTACT: J. ANDY DOBBS
 PHONE: 972-776-1300

SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 13455 NOEL ROAD
 TWO GALLERIA OFFICE TOWER,
 SUITE 700
 DALLAS, TEXAS 75240
 CONTACT: J. ANDY DOBBS
 PHONE: 972-776-1300

OWNER:
 KSW HOLDING HICKORY CREEK LP
 1851 TURBEVILLE ROAD
 HICKORY CREEK, TEXAS 75065
 PHONE: 469-664-0120

EASEMENTS ABANDONED BY THIS PLAT



LINE TYPE LEGEND

---	BOUNDARY LINE
- - - -	EASEMENT LINE
---	SEWER LINE
---	WATER LINE
---	STORM SEWER LINE
---	STORM SEWER LINE
---	OVERHEAD UTILITY LINE
---	UNDERGROUND ELECTRIC LINE
---	UNDERGROUND TELEPHONE LINE
---	TRAIL
---	CONCRETE PAVEMENT
---	GRAVEL PAVEMENT

FINAL PLAT
THE OLANA AT HICKORY CREEK
LOT 1, BLOCK 1
38.8755 ACRES
H.H. SWISHER SURVEY, ABSTRACT NO. 1220
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS

OWNER:
 KSW HOLDING HICKORY CREEK, LP
 1851 TURBEVILLE ROAD
 HICKORY CREEK, TEXAS 75065
 PHONE: 469-664-0120

SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
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13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 Tel. No. (972) 770-1300
 Fax No. (972) 238-3528

Scale 1" = 100'	Drawn by PCB/CM	Checked by JAJ	Date Jun 2023	Project No. 06321780	Sheet No. 3 OF 4
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6/20/2023 11:48 AM
 \\C:\Users\jdo\OneDrive\Documents\Projects\1220 - OLANA HICKORY CREEK\DWG\1220 - OLANA HICKORY CREEK_FINAL.PLT



AGENDA INFORMATION SHEET

MEETING DATE: July 31, 2023

AGENDA ITEM: Consider and act on a site and landscape plan for The Olana at Hickory Creek, Lot 1, Block 1: being 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The property is located at 1851 Turbeville Road.

SUMMARY: Site and Landscape Plan resubmittal due to revised drainage areas and relocation of easement.

Date	Request	Meeting	Result
1/18/22	Site & Landscape Plan	Planning & Zoning	Continued
2/15/22	Site & Landscape Plan	Planning & Zoning	Recommended Denial
3/28/22	Site & Landscape Plan	Town Council	Approved
1/24/23	Site & Landscape Plan	Planning & Zoning	Recommended Approval
2/6/23	Site & Landscape Plan	Town Council	No action taken
2/27/23	Site & Landscape Plan	Town Council	Approved
7/25/23	Site & Landscape Plan	Planning & Zoning	Recommended Approval



July 19, 2023
AVO 37638.200

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

**RE: The Olana – Revised Site Plan
4th Review**

Dear Ms. Chaudoir:

Halff Associates received a request from the Town of Hickory Creek to review a revised Site Plan for The Olana at Hickory Creek on November 21, 2022. This is a revision to the Site Plan approved by Planning & Zoning in May 2022. The surveyor and engineer/applicant is Kimley-Horn and Associates, Inc. The owner is KSW Holding Hickory Creek LP.

2nd Review Submittal Received: December 6, 2022
3rd Review Submittal Received: December 22, 2022
4th Review Submittal Received: July 6, 2023

Halff has reviewed the revised Site and Landscape Plans and recommends approval. Below is a record of the comments and resolutions.

Key Changes from Previously Approved Site and Landscape Plan

- Addition of 15 parking spaces in the boutique and bakery area.
- Showing a 10-foot-tall screen wall on the eastern boundary adjacent to the dedication for the future hike and bike trail.
- Changes to the layout of the fire lane, parking, and dumpster in the boutique and bakery area.
- Minor changes to the layout of the fire lane, parking, pond, and villas near the hotel.
- Additional trees being removed.

Comments on the Site Plan

1. Please indicate the radii in all corners and curves along the fire lane.
2nd Review: Addressed.
2. Please update the Site Data Table to make the total number of spaces easier to follow (see markup). Also update the notes to reflect the changes in the number of spaces provided.
2nd Review: Upon further review of the parking required and provided, there are some issues with the number and placement of ADA spaces that should be addressed. There are three distinct parking areas with ADA spaces and accessible routes for those spaces. Therefore, the parking plan should provide the required ADA spaces for each area, rather than sum up the entire site and provide spaces for the sum. For example, if the two provided ADA spaces near the tennis court are intended to cover the bakery and boutique, there should be an accessible route to those buildings' accessible entrances. The hotel area's 116 provided spaces would require 5 ADA spaces. It's not reasonable to expect the ADA spaces provided for the venue to serve as ADA spaces for the hotel. Please revise the plan to provide ADA spaces for each parking area, with accessible routes, according to state and

federal requirements for accessibility. Additionally, please update the site data table to clearly show each parking area's required parking spaces, provided parking spaces, and how many of those are ADA. Refer to the markup for more information.

3rd Review: Addressed.

3. Please add dimensions for the bakery barn and boutique buildings, delete errant label, and adjust labels near the pond to reflect adjustments to linework (see markup).

2nd Review: Addressed.

Comments on the Landscape Plan

1. The Landscape Plan is missing Sheet LP 1.06, and Sheet LP 1.00 is duplicated.

3rd Review: Addressed.

2. The Site Plan refers to the Landscape Plan for details on the 10-foot-tall screen wall to be constructed along the eastern boundary. However, the screen wall is not shown in the Landscape Plan.

3rd Review: Addressed.

3. The Tree Preservation Schedule has more trees being removed than in the previously approved plan. Additionally, many trees listed as exempt from mitigation would actually be considered protected and required to be mitigated. Although hackberry and callery pear trees are not a protected species, any tree greater than 12 inches in diameter is considered protected. Section 10.02.003(b) defines protected trees as such: "Protected tree(s) means any tree found listed in section 10.02.006(d)(1) that has a DBH of six inches or greater and any tree of any species of having a DBH greater than 12 inches." My calculation with these changes results in total mitigation inches of 5,926.50, which is 898.35 more inches than in the previously approved plan. 460.95 inches of that total 898.35-inch increase are from trees mislabeled as exempt.

3rd Review: Addressed.

4. The Existing Tree Credits sheet has some errors that need to be addressed. The result of the corrections does not bring the plan out of compliance with Section 10.02.004(a) regarding the number of trees per acre, but the tables should be corrected. Refer to the markup.
 - a. The trees highlighted in red are located outside the boundary of this site and cannot be used for credits toward tree preservation. They represent 206 credits that should not be listed.
 - b. Per Town ordinance [Sec. 10.02.004(d)], "Preservation of existing trees may be used to receive credit toward meeting the tree standard of ten trees per acre, if the trees are healthy and without substantial damage or defect." Several of the trees listed for tree credits are described as "declining." If a "declining" condition is justification to consider a tree exempt from mitigation, it should also exempt it from being used for tree credits. This represents 23 tree credits (not including the trees highlighted in red).
 - c. The requirement is to maintain at least 10 trees per acre, which would equate to 389 trees. Removing the 206 credits for trees outside the boundary and 23 credits for declining trees leaves 407 credits. The tables should be updated and checked for accuracy.

3rd Review: Addressed.

5. Please update Sheet LP 2.02 to reflect changes to the mitigation tables, and rename the sheet to "Required Tree Mitigation" or something similar. This sheet is listing the required mitigation for the trees proposed to be removed.

3rd Review: Addressed.



Ms. Chris Chaudoir
Town of Hickory Creek
July 19, 2023
Page 3

Sincerely,

HALFF ASSOCIATES, INC.

TBPELS Engineering Firm No. 312

A handwritten signature in blue ink that reads "Lee T. Williams".

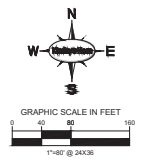
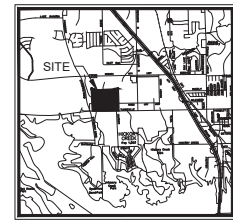
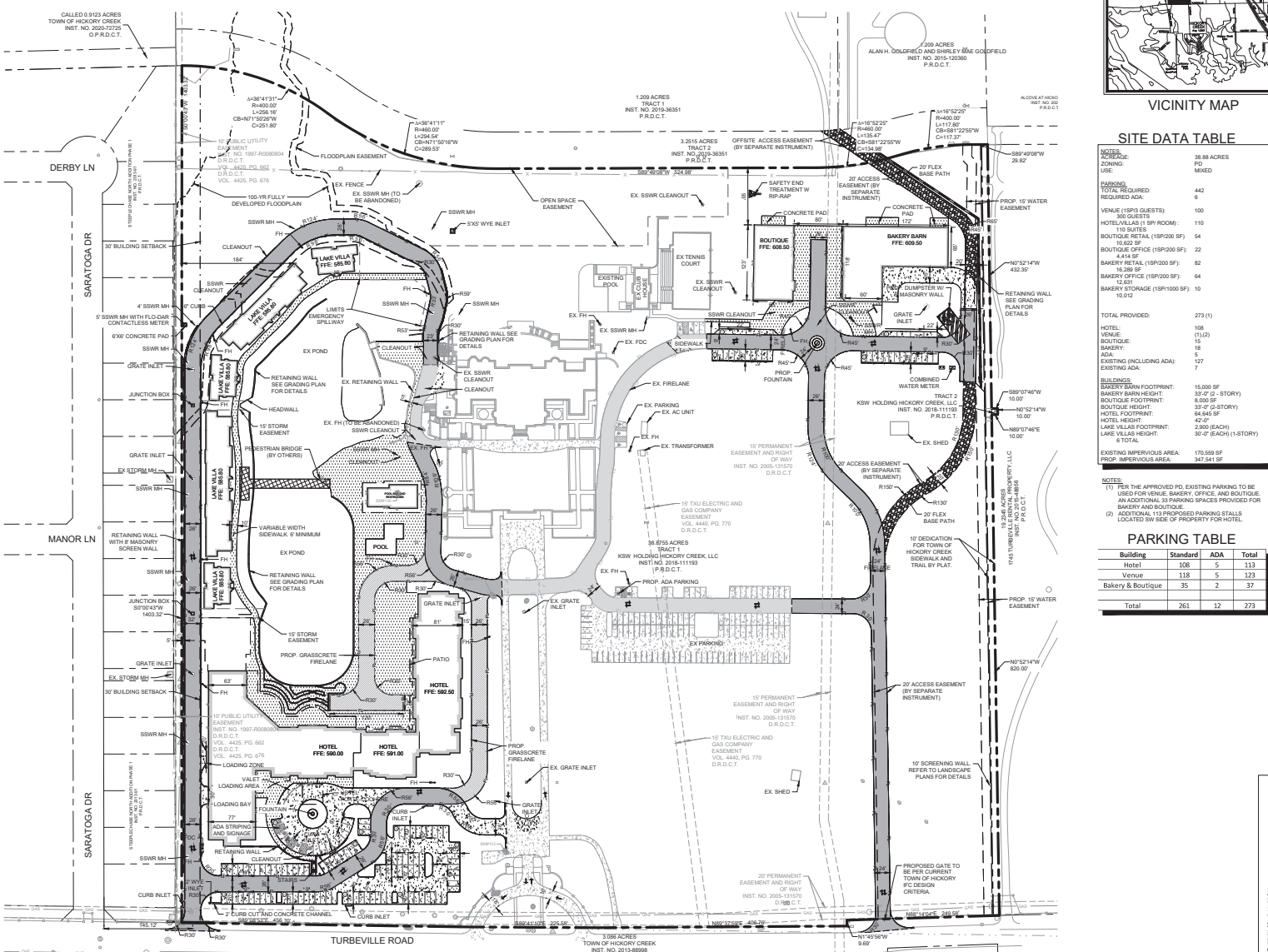
Lee T. Williams, PE

Town Engineer for the Town of Hickory Creek

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

Enclosures: Overlay of previous Landscape Plan and Tree Survey with current

Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc. for any errors or omissions in these drawings, specifications, or reports prepared by Kimley-Horn and Associates, Inc. in whole or in part, whether or not such errors or omissions are caused in whole or in part by negligence, active or passive, of any person, firm, or corporation, including Kimley-Horn and Associates, Inc., and whether or not such errors or omissions are caused in whole or in part by the negligence, active or passive, of any person, firm, or corporation, including Kimley-Horn and Associates, Inc., and whether or not such errors or omissions are caused in whole or in part by the negligence, active or passive, of any person, firm, or corporation, including Kimley-Horn and Associates, Inc.



VICINITY MAP

SITE DATA TABLE

NET SITE AREA:	38.88 ACRES
ZONING USE:	MIXED
PARKING TOTAL REQUIRED:	442
REQUIRED ADA:	6
VENUE (1500 GUESTS):	100
HOTEL/VILLAS (1 SF ROOM):	110
BOULIQUE RETAIL (15P200 SF):	54
BOULIQUE OFFICE (15P200 SF):	22
BAKERY RETAIL (15P200 SF):	82
BAKERY OFFICE (15P200 SF):	64
BAKERY STORAGE (15P1000 SF):	10
10/02:	
TOTAL PROVIDED:	273 (1)
HOTEL:	108
BOULIQUE:	15
BAKERY:	18
ADA:	5
EXISTING INCLUDING ADA:	127
EXISTING ADA:	7
BUILDINGS:	
EXISTING BSN FOOTPRINT:	15,000 SF
BAKERY BARN HEIGHT:	30'-0" (2-STORY)
BOULIQUE FOOTPRINT:	8,000 SF
BOULIQUE HEIGHT:	32'-0" (2-STORY)
HOTEL FOOTPRINT:	64,800 SF
HOTEL HEIGHT:	42'-0"
LAKE VILLAGES FOOTPRINT:	2,800 (EACH)
LAKE VILLAGES HEIGHT:	30'-0" (EACH) (1-STORY)
10/02:	
EXISTING IMPERVIOUS AREA:	170,550 SF
PROP. IMPERVIOUS AREA:	347,541 SF

PARKING TABLE

Building	Standard	ADA	Total
Hotel	108	5	113
Venue	118	5	123
Bakery & Boutique	35	2	37
Total	261	12	273

LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED FIRE LINE
- EXISTING FIRELINE
- PROPOSED GRASSCREEP FIRELINE
- PROPOSED LIGHT DUTY PAVEMENT
- EXISTING LIGHT DUTY PAVEMENT
- HEAVY DUTY PAVEMENT (DUMPS)
- PROPOSED PEDESTRIAN SIDEWALK AND HARDSCAPE PER LANDSCAPE DETAIL
- GRAVEL PATH
- PEDESTRIAN BRIDGE (BY OTHERS)
- PROPOSED FIRE HYDRANT (FH)
- PROPOSED FIRE DEPARTMENT CONNECTION
- BARRIER FREE RAMP (BFR)
- PROPOSED TRANSFORMER LOCATION
- NUMBER OF PARKING SPACES PER ROW
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING GAS MANHOLE
- EXISTING GAS MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING GAS TELEPHONE BARRIER
- EXISTING ELECTRIC MANHOLE
- EXISTING ELECTRIC METER
- EXISTING SIGN
- EXISTING TREE

- SITE NOTES**
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING FOOT PRINT DIMENSIONS.
 - CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND FINAL GEOTECH REPORT FOR BUILDING SUB GRADE PREPARATION REQUIREMENTS.
 - COORDINATE INFORMATION FOR RETAINING WALLS ARE LOCATED AT THE FACE OF THE EXPOSED WALL AT GROUND ELEVATIONS.
 - ALL DIMENSIONS ARE FROM THE FACE OF CURB, FACE OF BUILDING, OR PROPERTY LINE UNLESS NOTED OTHERWISE.
 - ALL CURB RADI ARE 2' UNLESS NOTED OTHERWISE.
 - CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR CARPOR AND DUMPS/ENCLOSURE CONSTRUCTION SPECIFICATIONS.
 - CONTRACTOR SHALL REFER TO M.E.P. AND LANDSCAPE PLANS FOR CONDUIT PLACEMENT PRIOR TO PAVING.
 - RETAINING WALL MATERIAL AND TYPE SHALL BE APPROVED BY THE OWNER.

SITE PLAN
OLANA HICKORY CREEK
LOT 1, BLOCK 1
 TOTAL ACREAGE: 38.88 ACRES
 CITY OF HICKORY CREEK, TEXAS
 DENTON COUNTY
 CITY PROJECT NO. XXXX
 SUBMITTED JUNE 30, 2023

ENGINEER/SURVEYOR/APPLICANT:
 KIMLEY-HORN & ASSOCIATES, INC.
 13455 NOEL ROAD
 TWO GALLERIA OFFICE TOWER,
 SUITE 700
 DALLAS, TEXAS 75240
 PH (972) 770-1300
 CONTACT: KEITH WALTERS
 PH 940-390-9051

OWNER:
 KSW HOLDING HICKORY CREEK, LP
 2602 LULLIAN MILLER PKWY
 DENTON, TX 76210
 CONTACT: KEITH WALTERS
 PH 940-390-9051

ARCHITECT:
 DUNCAN & MILLER DESIGN
 1203 DRAGON STREET
 DALLAS, TX 75207
 CONTACT: TYLER DUNCAN
 PH 214-748-5944

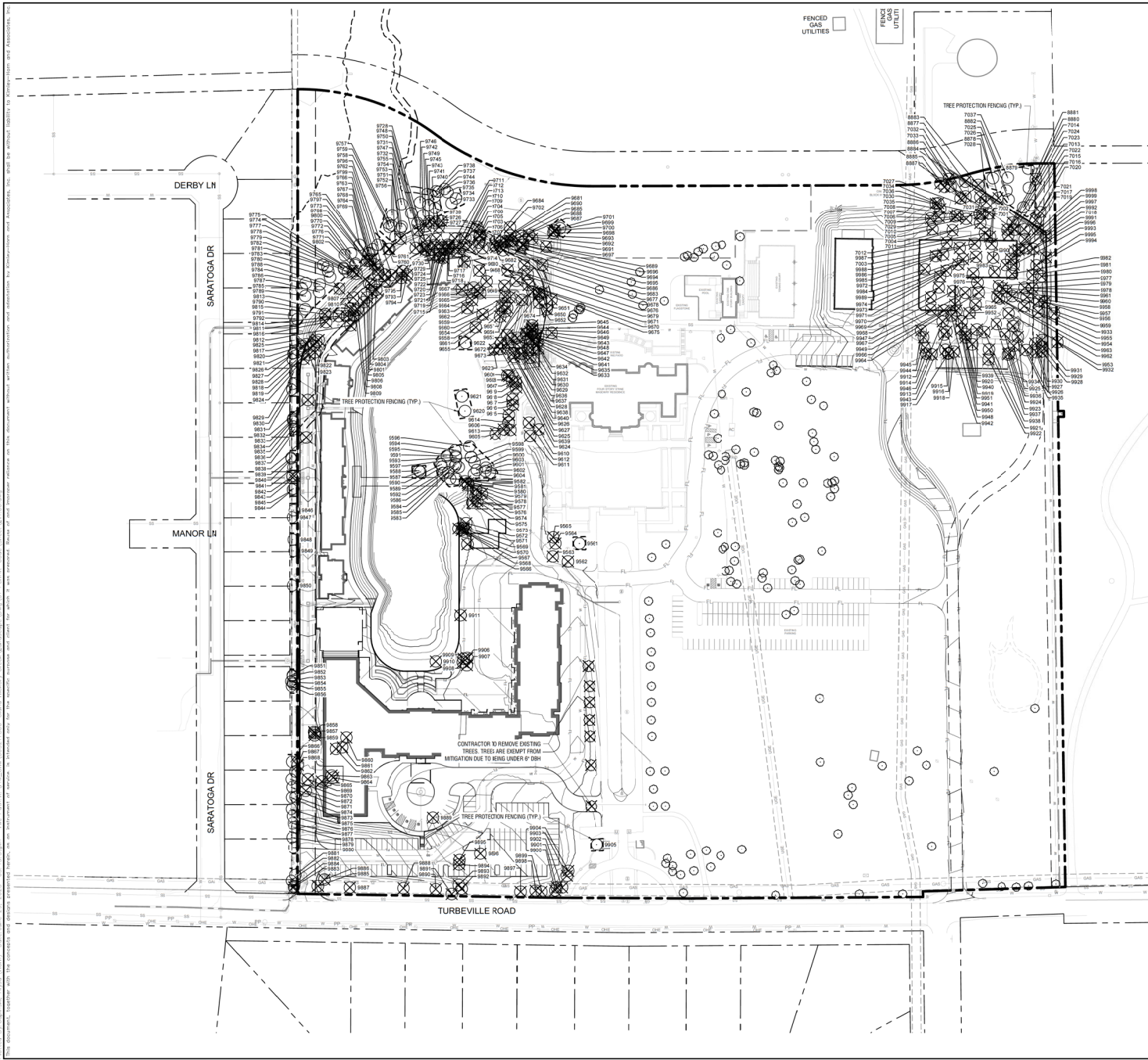
DATE PREPARED: 12/06/2022

Kimley-Horn
 6202 KIMLEY-HORN AND ASSOCIATES, INC.
 13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
 DALLAS, TEXAS 75240
 PHONE: 972-770-1300
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM # 028

SCALE: AS SHOWN
 DESIGNED BY: JPH
 DRAWN BY: JPH
 CHECKED BY: JPH
 DATE: 06/30/2023

DATE: 06/30/2023
 PROJECT NO: 06217800
 SHEET NUMBER: C-100

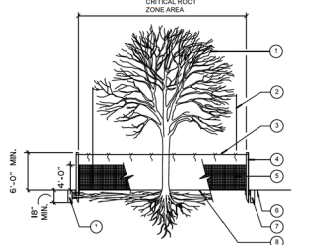
THE OLANA AT HICKORY CREEK
 1851 TURBEVILLE RD., HICKORY CREEK, TX



LEGEND

- TREES TO REMAIN
- TREES TO BE REMOVED
- EXISTING PHASE 1 TREE TO REMAIN
- UNPROTECTED PHASE 1 TREE TO BE REMOVED
- TREE PROTECTION FENCE

- TREE PRESERVATION AND REMOVAL NOTES**
- CONTRACTOR SHALL COORDINATE WITH A CERTIFIED ARBORIST AND PROPERTY OWNERS TO VERIFY OBJECTIVES PRIOR TO COMMENCING ANY PRUNING OR TREE REMOVAL ACTIVITIES.
 - ALL CREW MEMBERS SHOULD BE WEARING THE APPROPRIATE SAFETY GEAR: HARD HATS, EYE PROTECTION, APPROVED BOOTS, HEARING PROTECTION, CHAINSAW CHAPS FOR GROUNDSWORK.
 - ANY TREES REMOVED, AND ALL TREE MATERIALS REMOVED SHALL BE REMOVED FROM THE PROPERTY AT THE CONTRACTOR'S EXPENSE.
 - ALL TRASH AND DEBRIS FROM ANY CONSTRUCTION RELATED ACTIVITIES SHALL BE REMOVED FROM THE SITE AT THE CONTRACTOR'S EXPENSE, FOLLOWING COMPLETION OF THE PROJECT.
 - ANY DAMAGE TO THE EXISTING LANDSCAPE, PAVEMENT, BUILDING, OR ANY OTHER SITE FEATURES SHALL BE REPLACED BY THE CONTRACTOR AND/OR RESTORED TO PRE-CONSTRUCTION CONDITION.



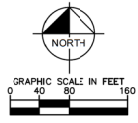
- NOTES**
- PERFORM ROOT PRUNING ON ALL EXISTING TREES TO REMAIN WHERE CONSTRUCTION ACTIVITY FALLS WITHIN DRILLPIE OF EXISTING TREES.
 - ROOT PRUNING METHOD: 3 MONTHS MIN. PRIOR TO EXCAVATION & CONSTRUCTION ACTIVITIES. HAND CUT ROOTS BY DIGGING A 18-24\"/>

- TREE PROTECTION DETAIL**
- N.T.S.
- EXISTING TREES TO REMAIN.
 - DRILLPIE OF EXISTING TREE (TYP).
 - CONTINUOUS NYLON LINE STRING TIED TO STAKE TOPS W/ 2\"/>

I, KENZIE PORTER, BEING A LANDSCAPE ARCHITECT ATTEST THAT THE IDENTIFICATION AND SIZE OF TREES IDENTIFIED ON THIS SURVEY ARE CORRECT AND THAT ALL PROTECTED TREES HAVE BEEN SHOWN.

SIGNATURE: *Kenzie Porter*
DATE: 7/21/2023

<p>1946 N. HILL ROAD, TWO GALLERIES OFFICE TOWER, STE. 700 DENTON, TEXAS 76201 PHONE: 817-770-1000 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM # 528</p>	
<p>SCALE: AS SHOWN DESIGNED BY: [blank] DRAWN BY: [blank] CHECKED BY: [blank] CADD: [blank]</p>	<p>NO. _____ DATE _____</p> <p>REVISIONS</p>
<p>TREE PRESERVATION PLAN</p>	
<p>THE OLANA MANSION DENTON COUNTY, TEXAS</p>	
<p>DATE: JUNE 2023 PROJECT NO.: 063217800 SHEET NUMBER: LT 1.01</p>	



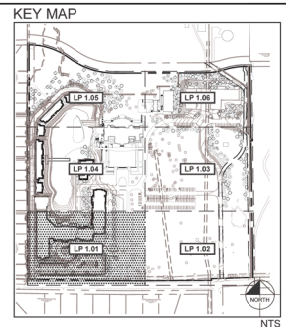
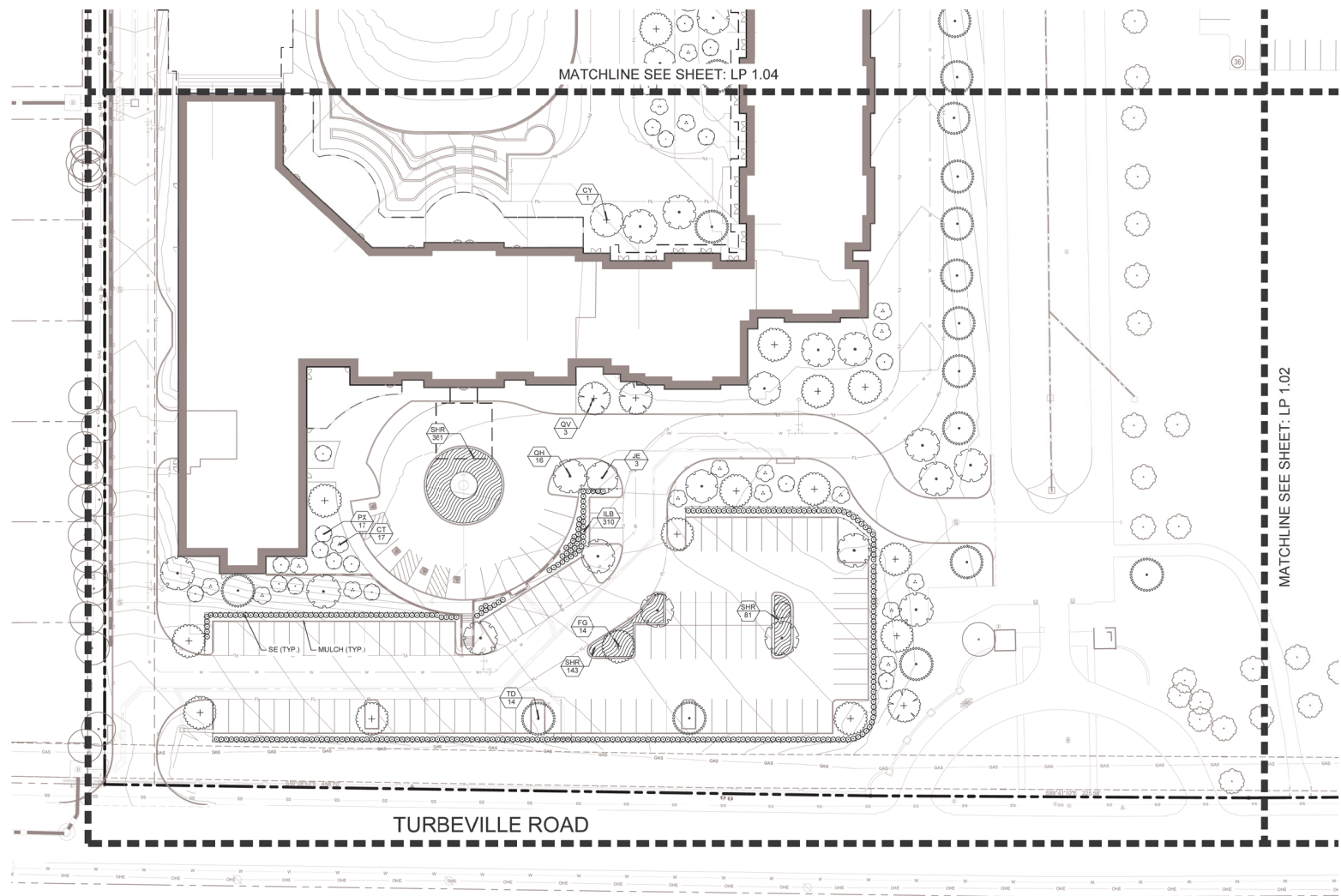
TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES	TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES	TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES
7001	13.8	Post Oak	Quercus stellata	Healthy	Single	Remove	20.7	9812	9.4	Hickberry	Celtis laevigata	Healthy	Single	Remove	25.85	9711	9.4	Hickberry	Celtis laevigata	Healthy	Single	Remove	27.75
7002	14.1	Post Oak	Quercus stellata	Healthy	Single	Remove	20.7	9813	9.1	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	25.85	9712	18.5	Post Oak	Quercus stellata	Healthy	Single	Remove	Exempt
7003	6.0	Blackjack Oak	Quercus marilandica	Declining	Single	Remove	20.85	9814	9.8	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	23.7	9713	12.3	Post Oak	Quercus stellata	Healthy	Single	Remove	18.45
7004	13.9	Post Oak	Quercus stellata	Healthy	Single	Remove	20.85	9815	11.2	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	18.8	9714	8.2	Post Oak	Quercus stellata	Healthy	Single	Remove	12.3
7005	20.5	Post Oak	Quercus stellata	Healthy	Single	Remove	30.75	9816	9.3	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	15.95	9715	15.5	Post Oak	Quercus stellata	Healthy	Single	Remove	23.25
7006	8.2	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	12.3	9817	9.6	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	13.8	9716	25.9	Post Oak	Quercus stellata	Healthy	Single	Remove	38.85
7007	15.6	Post Oak	Quercus stellata	Healthy	Single	Remove	23.4	9818	10.1	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	16.05	9717	6.0	Hickberry	Celtis laevigata	Healthy	Single	Remove	Exempt
7008	14.6	Post Oak	Quercus stellata	Healthy	Single	Remove	21.9	9819	9.0	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	19.5	9718	17.9	Post Oak	Quercus stellata	Healthy	Single	Remove	26.85
7009	14.2	Post Oak	Quercus stellata	Healthy	Single	Remove	21.3	9820	11.5	Cedar Elm	Ulmus crassifolia	Hazard	Single	Remove	0	9719	13.4	Post Oak	Quercus stellata	Healthy	Single	Remove	20.1
7010	18.3	Post Oak	Quercus stellata	Healthy	Single	Remove	22.3	9821	9.6	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	0	9720	11.7	Post Oak	Quercus stellata	Healthy	Single	Remove	17.55
7011	20.4	Post Oak	Quercus stellata	Healthy	Multi	Remove	30.6	9822	5.2	Post Oak	Quercus stellata	Healthy	Single	Remove	0	9721	6.3	Hickberry	Celtis laevigata	Healthy	Single	Remove	Exempt
7012	11.6	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	17.4	9823	11.4	Post Oak	Quercus stellata	Healthy	Single	Remove	21.15	9722	20.6	Post Oak	Quercus stellata	Healthy	Single	Remove	30.9
7013	14.0	Post Oak	Quercus stellata	Healthy	Single	Remove	21	9824	0.6	Post Oak	Quercus stellata	Healthy	Single	Remove	15.9	9723	8.4	Post Oak	Quercus stellata	Healthy	Single	Remove	12.6
7014	8.4	Post Oak	Quercus stellata	Declining	Single	Remove	Exempt	9825	10.4	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	20.1	9724	9.7	Post Oak	Quercus stellata	Healthy	Single	Remove	14.55
7015	10.1	Post Oak	Quercus stellata	Healthy	Single	Remove	15.15	9826	3.1	Post Oak	Quercus stellata	Healthy	Single	Remove	15.85	9725	14.3	Post Oak	Quercus stellata	Healthy	Single	Remove	21.45
7016	15.9	Post Oak	Quercus stellata	Healthy	Multi	Remove	23.85	9827	7.6	Post Oak	Quercus stellata	Healthy	Single	Remove	11.4	9726	7.8	Hickberry	Celtis laevigata	Healthy	Single	Remove	Exempt
7017	17.3	Post Oak	Quercus stellata	Healthy	Multi	Remove	25.95	9828	3.0	Post Oak	Quercus stellata	Healthy	Single	Remove	13.5	9727	16.7	Cedar Elm	Ulmus crassifolia	Declining	Forked	Remove	Exempt
7018	7.8	Winged Elm	Ulmus alata	Healthy	Single	Remove	11.7	9829	8.2	Post Oak	Quercus stellata	Healthy	Single	Remove	11.3	9728	6.8	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	9.9
7019	6.2	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	8.3	9830	3.6	Blackjack Oak	Quercus marilandica	Declining	Single	Remove	15.85	9729	15.5	Post Oak	Quercus stellata	Healthy	Single	Remove	23.25
7020	12.0	Post Oak	Quercus stellata	Healthy	Single	Remove	18	9831	3.4	Post Oak	Quercus stellata	Healthy	Single	Remove	14.1	9730	11.5	Post Oak	Quercus stellata	Healthy	Single	Remove	17.25
7021	14.9	Post Oak	Quercus stellata	Healthy	Single	Remove	22.35	9832	9.4	Post Oak	Quercus stellata	Healthy	Single	Remove	21.6	9731	7.8	Hickberry	Celtis laevigata	Healthy	Single	Remove	Exempt
7022	17.9	Post Oak	Quercus stellata	Healthy	Multi	Remove	0	9833	3.0	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	9	9732	13.7	Hickberry	Celtis laevigata	Healthy	Single	Remove	20.55
7023	19.7	Post Oak	Quercus stellata	Healthy	Multi	Remove	0	9834	5.7	Calley Pear	Pyrus calleryana	Hazard	Single	Remove	Exempt	9733	16.9	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	0
7024	12.7	Post Oak	Quercus stellata	Healthy	Single	Remove	19.05	9835	7.0	Post Oak	Quercus stellata	Healthy	Single	Remove	13.5	9734	16.5	Blackjack Oak	Quercus marilandica	Healthy	Multi	Remove	0
7025	9.1	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remove	0	9836	9.1	Post Oak	Quercus stellata	Healthy	Single	Remove	15.15	9735	7.7	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	0
7026	12.8	Post Oak	Quercus stellata	Healthy	Single	Remove	19.2	9837	11.4	Post Oak	Quercus stellata	Healthy	Single	Remove	17.1	9736	8.8	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	0
7027	12.7	Post Oak	Quercus stellata	Healthy	Single	Remove	19.2	9838	6.8	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	23.2	9737	9.1	Hickberry	Celtis laevigata	Healthy	Single	Remove	0
7028	12.4	Post Oak	Quercus stellata	Healthy	Single	Remove	18.6	9839	8.1	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	27.15	9738	10.5	Hickberry	Celtis laevigata	Healthy	Single	Remove	0
7029	13.3	Post Oak	Quercus stellata	Healthy	Single	Remove	19.95	9840	11.6	Post Oak	Quercus stellata	Healthy	Single	Remove	17.4	9739	17.9	Post Oak	Quercus stellata	Healthy	Single	Remove	0
7030	13.4	Post Oak	Quercus stellata	Healthy	Single	Remove	20.1	9841	5.4	Post Oak	Quercus stellata	Declining	Single	Remove	Exempt	9740	10.3	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	16.45
7031	12.1	Post Oak	Quercus stellata	Healthy	Single	Remove	18.45	9842	11.8	Post Oak	Quercus stellata	Healthy	Single	Remove	19.75	9741	8.3	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
7032	12.4	Post Oak	Quercus stellata	Healthy	Single	Remove	18.6	9843	3.2	Post Oak	Quercus stellata	Healthy	Single	Remove	12.3	9742	8.2	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
7033	12.6	Post Oak	Quercus stellata	Healthy	Single	Remove	19.2	9844	3.3	Post Oak	Quercus stellata	Healthy	Single	Remove	12.45	9743	7.1	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
7034	11.7	Post Oak	Quercus stellata	Healthy	Single	Remove	17.55	9845	3.8	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	12.9	9744	7.1	Hickberry	Celtis laevigata	Healthy	Single	Remove	0
7035	20.2	Post Oak	Quercus stellata	Healthy	Multi	Remove	30.45	9846	3.8	Post Oak	Quercus stellata	Healthy	Single	Remove	9	9745	9.9	Hickberry	Celtis laevigata	Healthy	Single	Remove	0
7036	14.1	Post Oak	Quercus stellata	Healthy	Single	Remove	21.15	9847	9.7	Post Oak	Quercus stellata	Healthy	Single	Remove	14.55	9746	9.4	Hickberry	Celtis laevigata	Healthy	Single	Remove	0
7037	8.1	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remove	0	9848	7.2	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	10.8	9747	9.0	Post Oak	Quercus stellata	Healthy	Single	Remove	0
8877	14.8	Post Oak	Quercus stellata	Healthy	Single	Remove	22.2	9849	12.1	Post Oak	Quercus stellata	Healthy	Single	Remove	16.15	9748	19.3	Cedar Elm	Ulmus crassifolia	Declining	Multi	Remove	0
8878	18.3	Post Oak	Quercus stellata	Healthy	Single	Remove	0	9850	13.0	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	13.3	9749	8.8	Blackjack Oak	Quercus marilandica	Declining	Multi	Remove	Exempt
8879	6.2	Black Hickory	Carya texana	Declining	Single	Remove	0	9851	11.2	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	18.8	9750	17.1	Post Oak	Quercus stellata	Healthy	Single	Remove	26.85
8880	13.8	Post Oak	Quercus stellata	Healthy	Single	Remove	20.7	9852	0.4	Post Oak	Quercus stellata	Healthy	Single	Remove	15.6	9751	12.4	Post Oak	Quercus stellata	Healthy	Single	Remove	18.6
8881	10.6	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remove	0	9853	3.7	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	15.05	9752	15.2	Post Oak	Quercus stellata	Healthy	Single	Remove	0
8882	8.4	Black Hickory	Carya texana	Healthy	Single	Remove	0	9854	2.8	Post Oak	Quercus stellata	Healthy	Single	Remove	15.9	9753	8.3	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
8883	14.1	Post Oak	Quercus stellata	Healthy	Single	Remove	21.15	9855	7.9	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	11.85	9754	0.0	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
8884	15.1	Post Oak	Quercus stellata	Healthy	Single	Remove	22.05	9856	9.2	Post Oak	Quercus stellata	Healthy	Single	Remove	19.8	9755	7.4	Hickberry	Celtis laevigata	Healthy	Single	Remove	0
8885	15.3	Post Oak	Quercus stellata	Healthy	Single	Remove	22.95	9857	9.3	Post Oak	Quercus stellata	Healthy	Single	Remove	21.45	9756	7.4	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
8886	12.7	Eastern Redcedar	Juniperus virginiana	Declining	Forked	Remove	Exempt	9858	10.4	Post Oak	Quercus stellata	Healthy	Single	Remove	15.6	9757	14.0	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
8887	8.2	Post Oak	Quercus stellata	Healthy	Single	Remove	18.3	9859	17.8	Post Oak	Quercus stellata	Healthy	Single	Remove	22.25	9758	13.7	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
9561	21.1	Post Oak	Quercus stellata	Healthy	Single	Remove	0	9860	19.2	Post Oak	Quercus stellata	Healthy	Single	Remove	28.8	9759	17.8	Post Oak	Quercus stellata	Healthy	Single	Remove	0
9562	25.5	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	38.25	9861	5.2	Calley Pear	Pyrus calleryana	Healthy	Multi	Remove	Exempt	9760	19.9	Post Oak	Quercus stellata	Healthy	Single	Remove	29.85
9563	15.9	Calley Pear	Pyrus calleryana	Healthy	Forked	Remove	23.85	9862	7.4	Post Oak	Quercus stellata	Healthy	Single	Remove	11.1	9761	6.4	Post Oak	Quercus stellata	Healthy	Single	Remove	9.6
9564	14.3	Calley Pear	Pyrus calleryana	Healthy	Forked	Remove	21.45	9863	10.0	Eastern Redcedar	Juniperus virginiana	Healthy	Multi	Remove	Exempt	9762	18.0	Post Oak	Quercus stellata	Healthy	Single	Remove	24.6
9565	17.4	Calley Pear	Pyrus calleryana	Healthy	Forked	Remove	26.1	9864	5.0	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	15	9763	16.4	Post Oak	Quercus stellata	Healthy	Single	Remove	26.6
9566	25.8	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	38.7	9865	10.2	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	15.3	9764	10.1	Post Oak	Quercus stellata	Healthy	Single	Remove	15.5
9567	7.8	Eastern Redcedar	Juniperus virginiana	Healthy	Forked	Remove	11.7	9866	7.0	Slippery Elm	Ulmus rubra	Declining	Single	Remove	Exempt	9765	13.7	Post Oak	Quercus stellata	Healthy	Multi	Remove	20.55
9568	7.8	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	11.4	9867	7.8	Post Oak	Quercus stellata	Healthy	Single	Remove	18.8	9766	12.3	Post Oak	Quercus stellata	Healthy	Single	Remove	0
9569	15.5																						

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TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES
9810	70	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	10.5
9811	89	Hackberry	Celtis laevigata	Healthy	Multi	Remove	Exempt
9812	99	Slippery Elm	Pyrus californiana	Healthy	Single	Remove	Exempt
9813	103	Hackberry	Celtis laevigata	Healthy	Single	Remove	Exempt
9814	148	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	21.9
9815	985	Cedar Elm	Ulmus crassifolia	Declining	Single	Remove	Exempt
9816	63	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	9.45
9817	104	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remove	15.6
9818	96	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	14.4
9819	123	Cedar Elm	Ulmus crassifolia	Healthy	Forked	Remove	18.45
9820	95	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	14.25
9821	108	Post Oak	Quercus stellata	Healthy	Single	Remove	18.2
9822	77	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	11.55
9823	60	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	9
9824	70	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	10.5
9825	125	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
9826	147	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
9827	67	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
9828	90	Black Willow	Salix nigra	Healthy	Multi	Remove	0
9829	100	Black Willow	Salix nigra	Healthy	Single	Remove	0
9830	72	Hackberry	Celtis laevigata	Declining	Single	Remove	0
9831	78	Honey Locust	Gleditsia inaequalis	Healthy	Single	Remove	0
9832	84	Live Oak	Quercus virginiana	Healthy	Forked	Remove	12.6
9833	67	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	0
9834	60	Post Oak	Quercus stellata	Healthy	Single	Remove	0
9835	78	Post Oak	Quercus stellata	Healthy	Forked	Remove	0
9836	95	Post Oak	Quercus stellata	Healthy	Single	Remove	0
9837	91	Post Oak	Quercus stellata	Healthy	Single	Remove	0
9838	92	LW Oak	Quercus virginiana	Healthy	Multi	Remove	13.8
9839	131	Post Oak	Quercus stellata	Healthy	Single	Remove	0
9840	77	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
9841	107	Post Oak	Quercus stellata	Declining	Single	Remove	0
9842	91	Post Oak	Quercus stellata	Healthy	Single	Remove	13.65
9843	104	Post Oak	Quercus stellata	Healthy	Single	Remove	15.8
9844	92	Post Oak	Quercus stellata	Healthy	Single	Remove	0
9845	80	Post Oak	Quercus stellata	Healthy	Single	Remove	0
9846	76	Post Oak	Quercus stellata	Healthy	Single	Remove	0
9847	60	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
9848	63	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
9849	87	Honey Locust	Gleditsia inaequalis	Healthy	Single	Remove	0
9850	107	Cedar Elm	Ulmus crassifolia	Declining	Multi	Remove	0
9851	90	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
9852	170	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remove	0
9853	133	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remove	0
9854	114	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
9855	125	Cedar Elm	Ulmus crassifolia	Healthy	Forked	Remove	0
9856	204	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remove	0
9857	70	Mesquite	Prosopis glandulosa	Healthy	Forked	Remove	10.5
9858	90	Mesquite	Prosopis glandulosa	Healthy	Forked	Remove	13.5
9859	60	Mesquite	Prosopis glandulosa	Healthy	Forked	Remove	9
9860	205	Post Oak	Quercus stellata	Healthy	Single	Remove	30.75
9861	107	Mesquite	Prosopis glandulosa	Healthy	Multi	Remove	16.05
9862	113	Mesquite	Prosopis glandulosa	Declining	Multi	Remove	Exempt
9863	78	Mesquite	Prosopis glandulosa	Hazard	Forked	Remove	Exempt
9864	97	Mesquite	Prosopis glandulosa	Healthy	Multi	Remove	14.55
9865	101	Mesquite	Prosopis glandulosa	Healthy	Multi	Remove	15.15
9866	76	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	0
9867	63	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	9.45
9868	385	Post Oak	Quercus stellata	Declining	Single	Remove	0
9869	91	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	13.65
9870	74	Hackberry	Celtis laevigata	Healthy	Single	Remove	0
9871	67	Mexican Plum	Prunus mexicana	Healthy	Single	Remove	0
9872	115	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	17.25
9873	68	Hackberry	Celtis laevigata	Healthy	Single	Remove	0
9874	311	Post Oak	Quercus stellata	Healthy	Forked	Remove	0
9875	88	Hackberry	Celtis laevigata	Healthy	Single	Remove	0
9876	93	Hackberry	Celtis laevigata	Healthy	Single	Remove	0
9877	61	Hackberry	Celtis laevigata	Healthy	Single	Remove	0
9878	107	Hackberry	Celtis laevigata	Healthy	Single	Remove	0
9879	98	Hackberry	Celtis laevigata	Healthy	Single	Remove	0
9880	147	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	0
9881	216	Slippery Elm	Ulmus rubra	Healthy	Multi	Remove	0
9882	149	Hackberry	Celtis laevigata	Healthy	Single	Remove	0
9883	99	Hackberry	Celtis laevigata	Declining	Single	Remove	Exempt
9884	72	Hackberry	Celtis laevigata	Healthy	Single	Remove	Exempt
9885	206	Hackberry	Celtis laevigata	Healthy	Multi	Remove	18.75
9886	125	Hackberry	Celtis laevigata	Healthy	Multi	Remove	18.75
9887	137	Hackberry	Celtis laevigata	Healthy	Single	Remove	20.55
9888	138	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	20.7
9889	150	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	22.5
9890	152	Eastern Redcedar	Juniperus virginiana	Healthy	Multi	Remove	22.8
9891	67	Hackberry	Celtis laevigata	Healthy	Single	Remove	Exempt
9892	104	Post Oak	Quercus stellata	Healthy	Single	Remove	15.6
9893	228	Post Oak	Quercus stellata	Healthy	Single	Remove	34.2
9894	244	Post Oak	Quercus stellata	Healthy	Single	Remove	35.1
9895	205	Post Oak	Quercus stellata	Healthy	Single	Remove	30.75
9896	131	Callery Pear	Pyrus californiana	Healthy	Forked	Remove	19.85
9897	167	Hackberry	Celtis laevigata	Healthy	Single	Remove	25.05
9898	148	Hackberry	Celtis laevigata	Healthy	Single	Remove	22.2
9899	134	Hackberry	Celtis laevigata	Healthy	Single	Remove	20.1
9900	172	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	25.8
9901	108	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	18.2
9902	139	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	20.85
9903	92	Eastern Redbud	Cercis canadensis	Healthy	Single	Remove	13.8
9904	101	Eastern Redbud	Cercis canadensis	Healthy	Forked	Remove	15.15
9905	141	Pecan	Carya illinoensis	Healthy	Forked	Remove	0
9906	256	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	38.4
9907	304	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	45.6
9908	85	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	12.75

TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES	
9909	43.0	Slippery Elm	Ulmus rubra	Healthy	Single	Forked	Remove	64.5
9910	8.0	Pecan	Carya illinoensis	Healthy	Forked	Remove	12	
9911	25.7	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	38.55	
9912	13.1	Post Oak	Quercus stellata	Healthy	Single	Remove	19.65	
9913	15.0	Post Oak	Quercus stellata	Healthy	Single	Remove	22.5	
9914	14.0	Post Oak	Quercus stellata	Healthy	Single	Remove	21	
9915	12.3	Post Oak	Quercus stellata	Healthy	Single	Remove	18.45	
9916	6.6	White Ash	Fraxinus americana	Healthy	Single	Remove	Exempt	
9917	18.6	Post Oak	Quercus stellata	Healthy	Multi	Remove	24.9	
9918	14.0	Post Oak	Quercus stellata	Healthy	Single	Remove	21	
9919	13.3	Post Oak	Quercus stellata	Healthy	Single	Remove	19.95	
9920	11.5	Post Oak	Quercus stellata	Healthy	Single	Remove	17.25	
9921	13.4	Post Oak	Quercus stellata	Healthy	Single	Remove	20.1	
9922	11.9	Post Oak	Quercus stellata	Healthy	Single	Remove	17.85	
9923	11.5	Post Oak	Quercus stellata	Healthy	Single	Remove	17.25	
9924	12.4	Post Oak	Quercus stellata	Healthy	Single	Remove	18.6	
9925	12.6	Post Oak	Quercus stellata	Healthy	Single	Remove	18.9	
9926	13.3	Post Oak	Quercus stellata	Healthy	Single	Remove	19.95	
9927	12.0	Post Oak	Quercus stellata	Healthy	Single	Remove	18	
9928	10.8	Post Oak	Quercus stellata	Healthy	Single	Remove	16.2	
9929	12.2	Post Oak	Quercus stellata	Healthy	Single	Remove	18.3	
9930	11.8	Post Oak	Quercus stellata	Healthy	Single	Remove	17.7	
9931	22.5	Post Oak	Quercus stellata	Healthy	Forked	Remove	33.75	
9932	12.5	Post Oak	Quercus stellata	Healthy	Single	Remove	18.75	
9933	14.9	Post Oak	Quercus stellata	Healthy	Single	Remove	22.35	
9934	13.4	Post Oak	Quercus stellata	Healthy	Single	Remove	20.25	
9935	14.4	Post Oak	Quercus stellata	Healthy	Forked	Remove	21.6	
9936	14.5	Post Oak	Quercus stellata	Healthy	Single	Remove	21.75	
9937	12.6	Post Oak	Quercus stellata	Healthy	Single	Remove	18.9	
9938	11.9	Post Oak	Quercus stellata	Healthy	Single	Remove	17.85	
9939	11.3	Post Oak	Quercus stellata	Healthy	Single	Remove	16.95	
9940	13.4	Post Oak	Quercus stellata	Healthy	Single	Remove	20.1	
9941	12.6	Post Oak	Quercus stellata	Healthy	Single	Remove	18.9	
9942	14.3	Post Oak	Quercus stellata	Healthy	Single	Remove	21.45	
9943	16.7	Post Oak	Quercus stellata	Healthy	Multi	Remove	25.05	
9944	19.2	Post Oak	Quercus stellata	Healthy	Single	Remove	28.8	
9945	18.1	Post Oak	Quercus stellata	Healthy	Single	Remove	27.15	
9946	13.9	Post Oak	Quercus stellata	Healthy	Single	Remove	20.85	
9947	16.4	Post Oak	Quercus stellata	Declining	Single	Remove	Exempt	
9948	11.7	Post Oak	Quercus stellata	Healthy	Single	Remove	17.55	
9949	12.5	Post Oak	Quercus stellata	Hazard	Single	Remove	Exempt	
9950	13.4	Post Oak	Quercus stellata	Healthy	Single	Remove	20.1	
9951	7.1	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remove	10.65	
9952	13.1	Post Oak	Quercus stellata	Healthy	Single	Remove	19.65	
9953	20.6	Post Oak	Quercus stellata	Healthy	Multi	Remove	30.9	
9954	8.2	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	12.3	
9955	6.2	Hackberry	Celtis laevigata	Healthy	Multi	Remove	Exempt	
9956	6.0	Hackberry	Celtis laevigata	Healthy	Single	Remove	Exempt	
9957	18.1	Post Oak	Quercus stellata	Healthy	Multi	Remove	27.15	
9958	6.0	Winged Elm	Ulmus alata	Healthy	Single	Remove	9	
9959	12.3	Post Oak	Quercus stellata	Healthy	Single	Remove	18.45	
9960	10.5	Post Oak	Quercus stellata	Healthy	Single	Remove	15.75	
9961	11.3	Post Oak	Quercus stellata	Healthy	Single	Remove	18.9	
9962	10.2	Post Oak	Quercus stellata	Healthy	Single	Remove	15.3	
9963	9.6	Post Oak	Quercus stellata	Healthy	Single	Remove	14.4	
9964	24.6	Post Oak	Quercus stellata	Healthy	Multi	Remove	36.9	
9965	12.9	Post Oak	Quercus stellata	Healthy	Single	Remove	19.35	
9966	11.2	Post Oak	Quercus stellata	Healthy	Single	Remove	16.8	
9967	14.2	Post Oak	Quercus stellata	Healthy	Single	Remove	21.3	
9968	11.7	Post Oak	Quercus stellata	Healthy	Single	Remove	17.55	
9969	18.3	Post Oak	Quercus stellata	Healthy	Single	Remove	27.45	
9970	14.8	Post Oak	Quercus stellata	Healthy	Single	Remove	22.2	
9971	14.3	Post Oak	Quercus stellata	Healthy	Single	Remove	21.45	
9972	19.2	Post Oak	Quercus stellata	Healthy	Single	Remove	28.8	
9973	17.6	Post Oak	Quercus stellata	Healthy	Single	Remove	26.4	
9974	14.0	Post Oak	Quercus stellata	Healthy	Single	Remove	21	
9975	18.1	Post Oak	Quercus stellata	Healthy	Multi	Remove	27.15	
9976	13.0	Post Oak	Quercus stellata	Healthy	Single	Remove	19.5	
9977	13.2	Post Oak	Quercus stellata	Healthy	Single	Remove	19.8	
9978	13.3	Post Oak	Quercus stellata	Healthy	Single	Remove	19.95	
9979	6.9	Winged Elm	Ulmus alata	Healthy	Single	Remove	10.35	
9980	12.6	Post Oak	Quercus stellata	Healthy	Single	Remove	18.9	
9981	12.7	Post Oak	Quercus stellata	Healthy	Single	Remove	19.05	
9982	8.6	Post Oak	Quercus stellata	Healthy	Single	Remove	12.9	
9983	12.7	Post Oak	Quercus stellata	Healthy	Single	Remove	19.05	
9984	16.1	Post Oak	Quercus stellata	Healthy	Single	Remove	24.15	
9985	18.5	Post Oak	Quercus stellata	Healthy	Single	Remove	27.75	
9986	6.0	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	9	
9987	14.7	Post Oak	Quercus stellata	Healthy	Single	Remove	22.05	
9988	12.6	Post Oak	Qu					

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PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
+	CY	20	Black Hickory
FG	48	Green Ash	
JE	32	Eastern Red Cedar	
PL	52	Loblolly Pine	
QH	66	Chickasaw Oak	
QV	24	Southern Live Oak	
TD	108	Bald Cypress	
ORNAMENTAL TREE	CODE	QTY	COMMON NAME
CT	34	Eastern Redbud	
PX	99	Mexican Plum	
SHRUBS	CODE	QTY	COMMON NAME
ILB	310	Deaf Burford Holly	
GROUND COVERS	CODE	QTY	COMMON NAME
SHR	585	Shrubs and Ground Cover	

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD. NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.

SCALE AS SHOWN

DESIGNED BY

DRAWN BY

ALIGNED BY

CHECKED BY

THE OLANA MANSION

DENTON COUNTY, TEXAS

PLANTING PLAN

DATE

REVISIONS

No.

DATE

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15465 NOBLE ROAD, TWO GALLERIA OFFICE TOWER, STE 700

PLANO, TEXAS 75075

PHONE 972-770-3000

FAX 972-770-3001

WWW.KIMLEY-HORN.COM

REGISTERED ENGINEERING FIRM #208

1" = 15'

Graphic Scale in Feet

0 15 30 60

NORTH

DATE

JUNE 2023

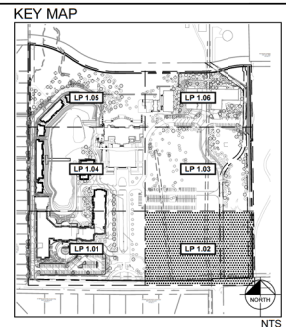
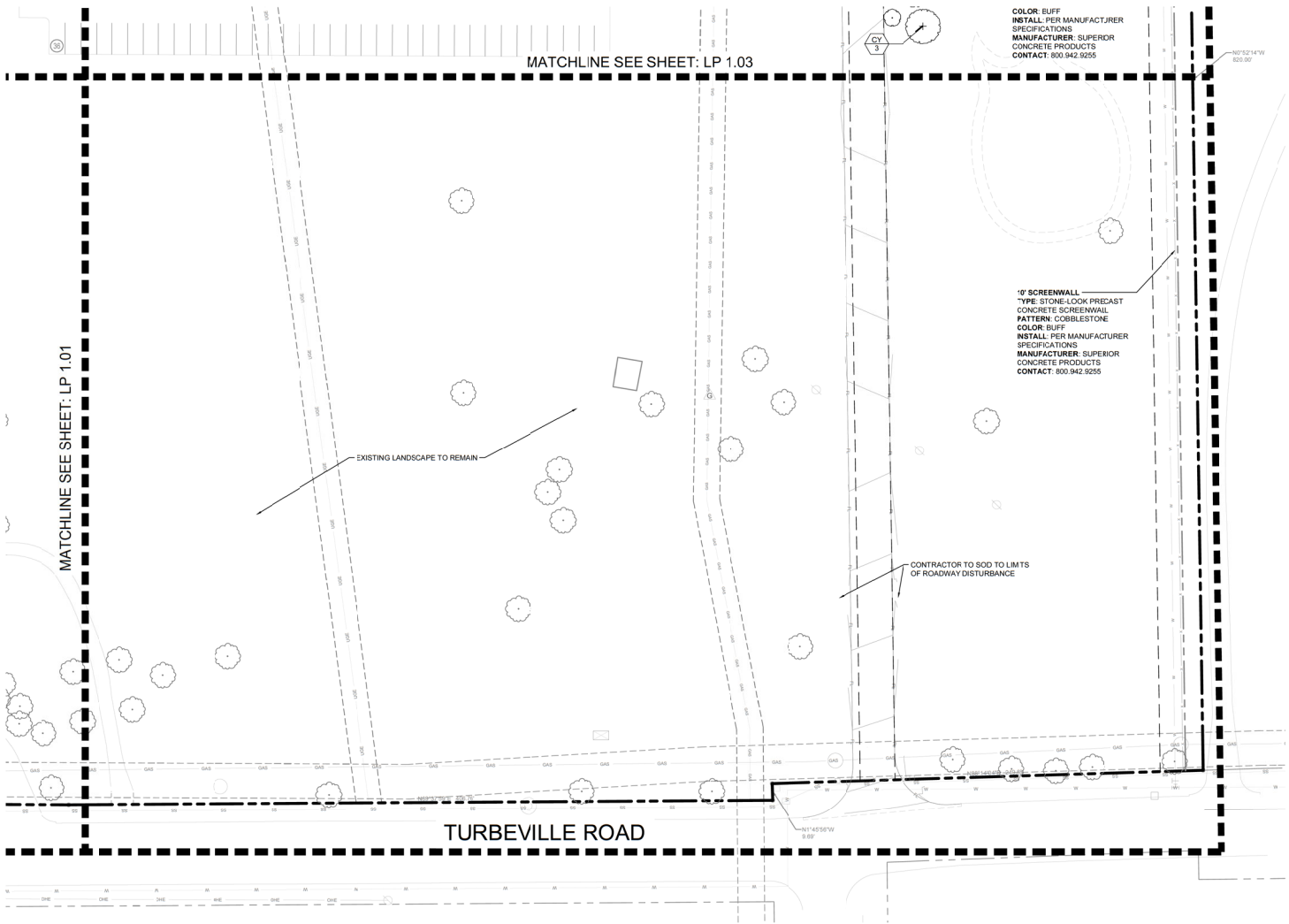
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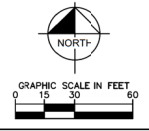


PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
	CY	20	Black Hickory
	FG	48	Green Ash
	JE	32	Eastern Red Cedar
	PL	52	Loblolly Pine
	QH	68	Chickasaw Oak
	QU	24	Southern Live Oak
	TD	108	Bald Cypress
ORNAMENTAL TREE	CODE	QTY	COMMON NAME
	CT	34	Eastern Redbud
	PX	99	Mexican Plum
SHRUBS	CODE	QTY	COMMON NAME
	ILB	310	Dwarf Burford Holly
GROUND COVERS	CODE	QTY	COMMON NAME
	SHR	585	Shrubs and Ground Cover

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REVISIONS _____

DATE _____

Kimley-Horn

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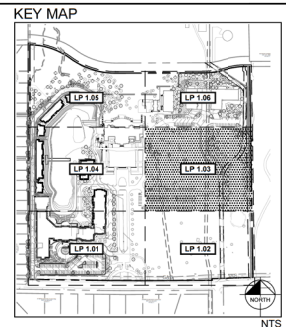
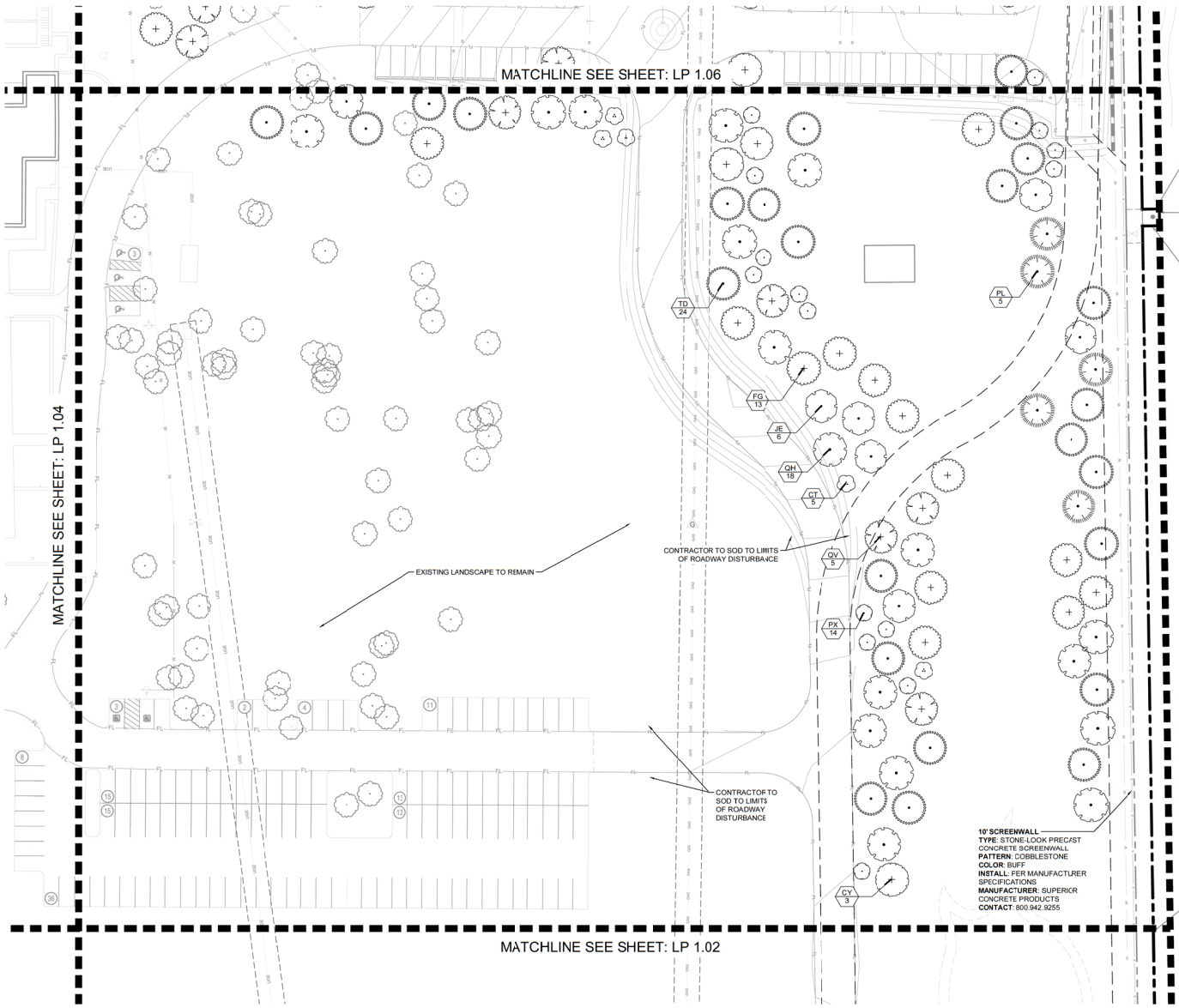
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PLANTING PLAN

THE OLANA MANSION
 DENTON COUNTY, TEXAS

DATE: JUNE 2023
 PROJECT NO.: 063217800
 SHEET NUMBER: LP 1.02

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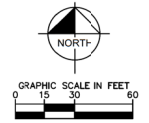


PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
(+)	CY	20	Black Hickory
(G)	FG	48	Green Ash
(*)	JE	32	Eastern Red Cedar
(*)	PL	52	Loblolly Pine
(*)	QH	66	Chickasaw Oak
(*)	QV	24	Southern Live Oak
(*)	TD	108	Bald Cypress
ORNAMENTAL TREE	CODE	QTY	COMMON NAME
(*)	CT	34	Eastern Redbud
(*)	PX	99	Mexican Plum
SHRUBS	CODE	QTY	COMMON NAME
(O)	ILB	310	Dwarf Burford Holly
GROUND COVERS	CODE	QTY	COMMON NAME
(/)	SHR	585	Shrubs and Ground Cover

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD. NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.



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 DRAWN BY: [Blank]
 ALG. CHECKED BY: [Blank]
 C.L.P.

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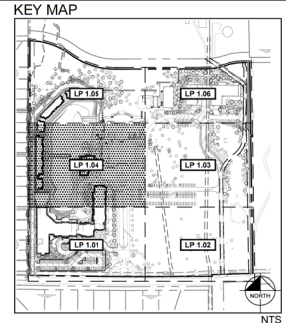
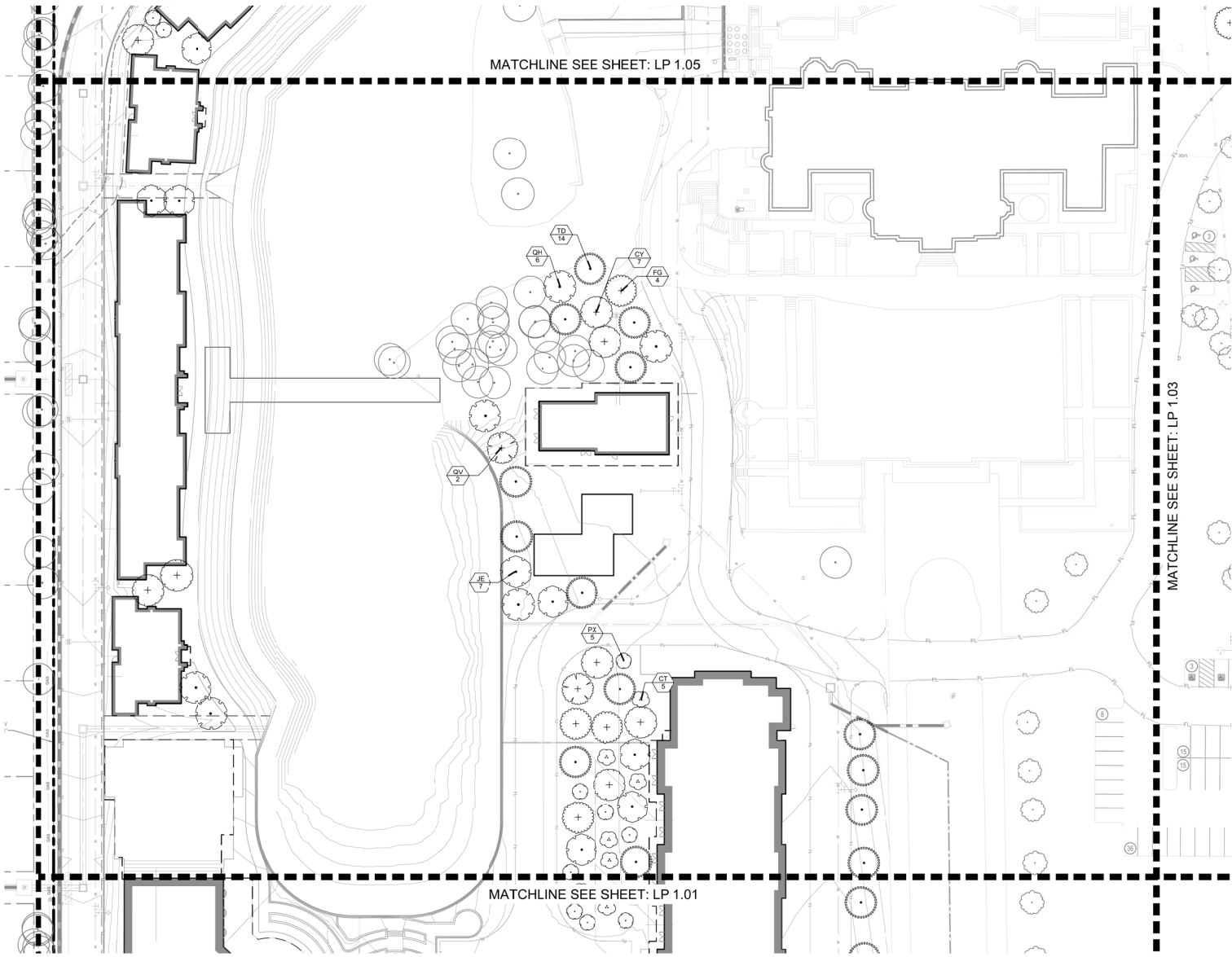
THE OLANA MANSION
 DENTON COUNTY, TEXAS

PLANTING PLAN

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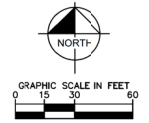


PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
	CY	20	Black Hickory
	FG	48	Green Ash
	JE	32	Eastern Red Cedar
	PL	52	Loblolly Pine
	QH	66	Chickasaw Oak
	QV	24	Southern Live Oak
	TD	108	Bald Cypress
ORNAMENTAL TREE	CODE	QTY	COMMON NAME
	CT	34	Eastern Redbud
	PX	99	Mexican Plum
SHRUBS	CODE	QTY	COMMON NAME
	ILB	310	Deer Barford Holly
GROUND COVERS	CODE	QTY	COMMON NAME
	SHR	585	Shrubs and Ground Cover

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THE OLANA MANSION

DENTON COUNTY, TEXAS

PLANTING PLAN

DATE
JUNE 2023

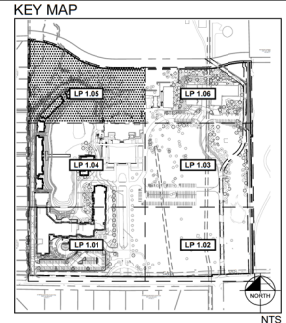
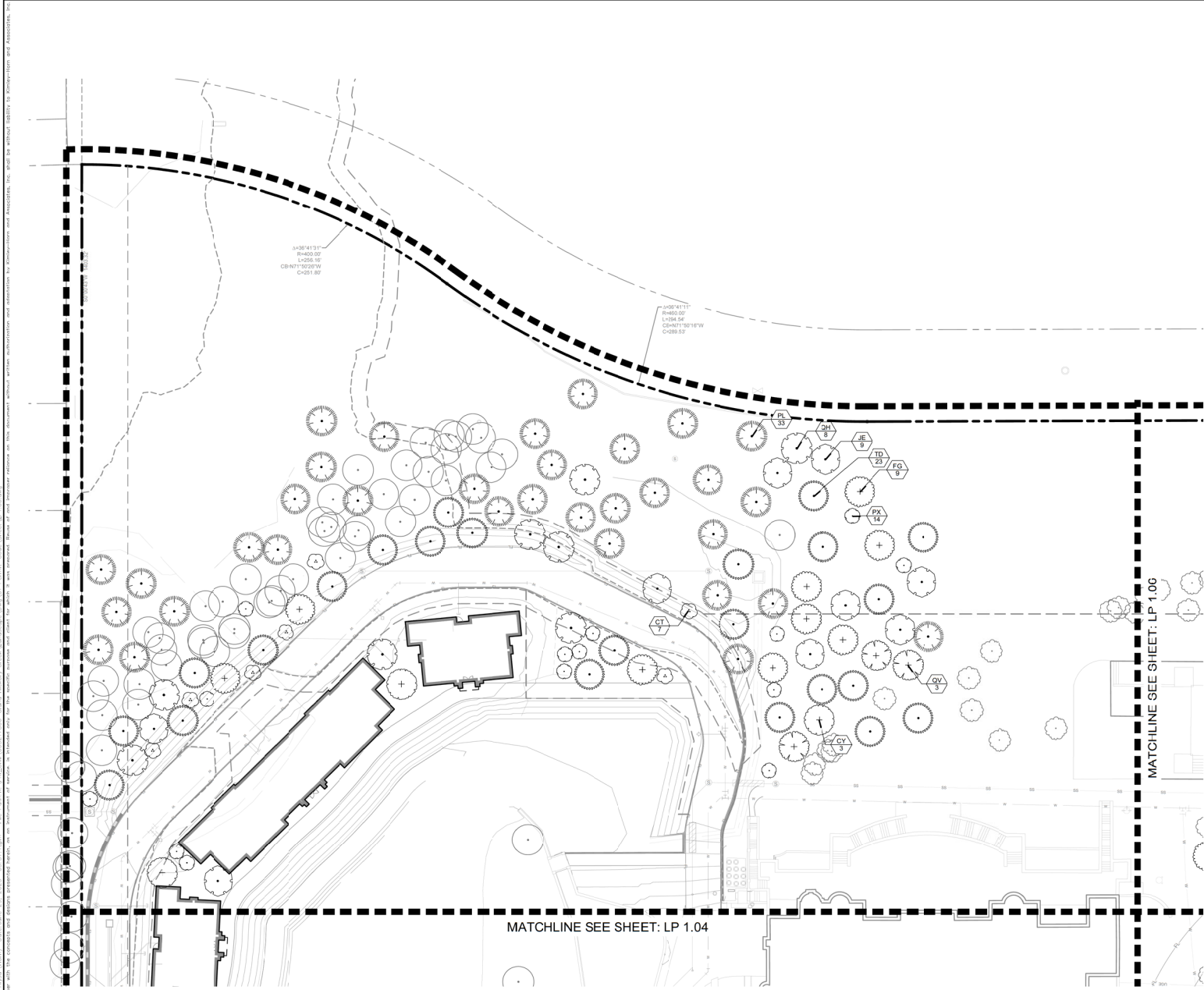
PROJECT NO.
063217800

SHEET NUMBER
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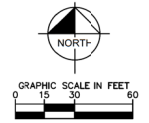


PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
(+)	CY	20	Black Hickory
(G)	FG	48	Green Ash
(E)	JE	32	Eastern Red Cedar
(P)	PL	52	Loblolly Pine
(Q)	QH	66	Chickasaw Oak
(V)	QV	24	Southern Live Oak
(D)	TD	108	Bald Cypress
ORNAMENTAL TREE	CODE	QTY	COMMON NAME
(C)	CT	34	Eastern Redbud
(X)	PX	99	Mexican Plum
SHRUBS	CODE	QTY	COMMON NAME
(I)	ILB	310	Dwarf Burford Holly
GROUND COVERS	CODE	QTY	COMMON NAME
(S)	SHR	585	Shrubs and Ground Cover

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 REVISIONS: _____
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 PHONE: 972-770-1000
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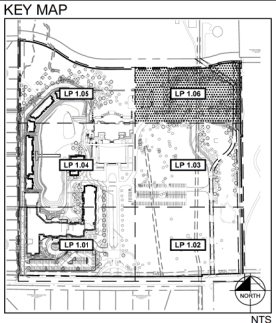
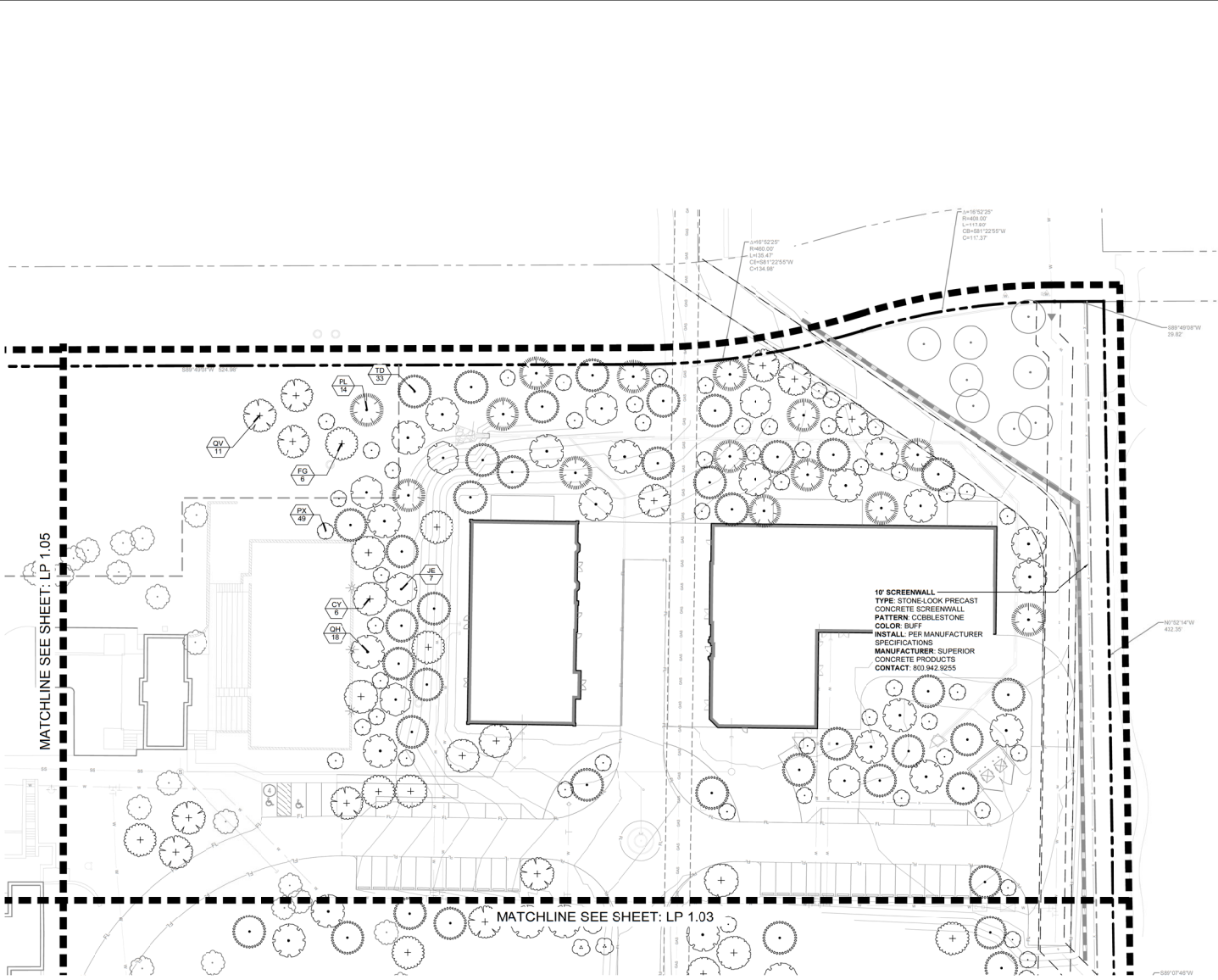
THE OLANA MANSION
 DENTON COUNTY, TEXAS

PLANTING PLAN

DATE: JUNE 2023
 PROJECT NO. 063217800

SHEET NUMBER
LP 1.05

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PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
	CY	20	Black Hickory
	FG	48	Green Ash
	JE	32	Eastern Red Cedar
	PL	52	Loblolly Pine
	QH	66	Chickasaw Oak
	QV	24	Southern Live Oak
	TD	108	Bald Cypress
ORNAMENTAL TREE	CODE	QTY	COMMON NAME
	CT	34	Eastern Redbud
	PX	99	Mexican Plum
SHRUBS	CODE	QTY	COMMON NAME
	ILB	310	Dwarf Burford Holly
GROUND COVERS	CODE	QTY	COMMON NAME
	SHR	585	Shrubs and Ground Cover

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD. NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.

NO.	REVISIONS	DATE

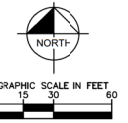
Kimley-Horn
 19495 NICE ROAD, TWO GALLERIA OFFICE TOWER, STE 700
 DENTON, TEXAS 76201
 PHONE: 817-770-1000
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM # 238

Kimley-Horn
 19495 NICE ROAD, TWO GALLERIA OFFICE TOWER, STE 700
 DENTON, TEXAS 76201
 PHONE: 817-770-1000
 WWW.KIMLEY-HORN.COM

SCALE AS SHOWN
 DESIGNED BY
 DRAWN BY
 ALG. CHECKED BY
 CUP

PLANTING PLAN

THE OLANA MANSION
 DENTON COUNTY, TEXAS



DATE: JUNE 2023
 PROJECT NO.: 063217800
 SHEET NUMBER: LP 1.06

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TAG #	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITIO	MULTIPLE STEMMED	STATUS	TREE CREDITS
7022	17.9	Post Oak	Quercus stellata	Healthy	Multi	Remain	6
7023	19.7	Post Oak	Quercus stellata	Healthy	Multi	Remain	6
7025	9.1	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remain	4
7037	8.1	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remain	3
8878	18.3	Post Oak	Quercus stellata	Healthy	Single	Remain	6
8879	8.2	Black Hickory	Carya texana	Declining	Single	Remain	0
8881	10.6	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remain	4
8882	8.4	Black Hickory	Carya texana	Healthy	Single	Remain	3
9561	21.1	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9561	15.7	Blackjack Oak	Quercus marilandica	Healthy	Single	Remain	6
9562	19.5	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9563	22.2	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9564	21.8	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9565	8.2	Slippery Elm	Ulmus rubra	Healthy	Single	Remain	3
9566	7.3	Slippery Elm	Ulmus rubra	Healthy	Single	Remain	3
9567	10.8	Post Oak	Quercus stellata	Healthy	Single	Remain	4
9568	6.5	Gum Bursera	Sideroxylon lanuginosum	Healthy	Single	Remain	3
9569	8.4	Post Oak	Quercus stellata	Healthy	Single	Remain	3
9550	10.5	Black Hickory	Carya texana	Healthy	Single	Remain	4
9591	7.1	Post Oak	Quercus stellata	Healthy	Single	Remain	3
9592	6.0	Hickberry	Celtis laevigata	Healthy	Single	Remain	3
9565	10.6	Hickberry	Celtis laevigata	Hazard	Single	Remain	0
9564	9.1	Eastern Redcedar	Juniperus virginiana	Healthy	Forwd	Remain	4
9555	9.0	Slippery Elm	Ulmus rubra	Healthy	Single	Remain	4
9596	8.4	Black Hickory	Carya texana	Healthy	Single	Remain	3
9597	7.7	Slippery Elm	Ulmus rubra	Healthy	Single	Remain	3
9568	11.2	Post Oak	Quercus stellata	Healthy	Single	Remain	4
9599	6.8	Black Hickory	Carya texana	Healthy	Single	Remain	3
9600	6.7	Black Hickory	Carya texana	Healthy	Single	Remain	3
9601	11.8	Blackjack Oak	Quercus marilandica	Healthy	Multi	Remain	4
9602	11.6	Post Oak	Quercus stellata	Healthy	Single	Remain	4
9603	8.4	Post Oak	Quercus stellata	Healthy	Single	Remain	4
9604	18.5	Blackjack Oak	Quercus marilandica	Healthy	Single	Remain	6
9620	11.6	Cedar Elm	Ulmus crassifolia	Hazard	Single	Remain	0
9621	23.6	Slippery Elm	Ulmus rubra	Healthy	Single	Remain	10
9622	15.2	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9701	14.7	Hickberry	Celtis laevigata	Healthy	Single	Remain	6
9733	16.9	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remain	6
9734	16.5	Blackjack Oak	Quercus marilandica	Healthy	Multi	Remain	6
9735	7.7	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remain	3
9736	8.8	Blackjack Oak	Quercus marilandica	Healthy	Single	Remain	3
9737	9.1	Hickberry	Celtis laevigata	Declining	Single	Remain	0
9738	10.5	Hickberry	Celtis laevigata	Healthy	Single	Remain	4
9739	17.9	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9742	8.2	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	3
9743	7.1	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	3
9744	7.1	Hickberry	Celtis laevigata	Healthy	Single	Remain	3
9745	10.4	Hickberry	Celtis laevigata	Healthy	Single	Remain	4
9746	9.4	Hickberry	Celtis laevigata	Healthy	Single	Remain	4
9747	9.0	Post Oak	Quercus stellata	Healthy	Single	Remain	4
9748	19.3	Cedar Elm	Ulmus crassifolia	Declining	Multi	Remain	0
9752	15.2	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9753	8.8	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remain	3
9754	7.0	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	3
9755	7.4	Hickberry	Celtis laevigata	Healthy	Single	Remain	3
9756	7.4	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	3
9757	14.0	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	6
9758	13.7	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	6
9759	17.6	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9762	18.0	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9768	12.3	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9767	10.5	Post Oak	Quercus stellata	Healthy	Single	Remain	4
9768	18.0	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9769	7.1	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	3
9770	6.6	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	3
9771	8.4	Cedar Elm	Ulmus crassifolia	Declining	Multi	Remain	0
9772	15.5	Post Oak	Quercus stellata	Hazard	Single	Remain	0
9776	6.0	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	3
9777	6.1	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	3
9778	7.2	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	3
9779	12.4	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9780	13.8	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	4
9781	12.1	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9782	29.8	Post Oak	Quercus stellata	Healthy	Multi	Remain	10
9783	27.2	Post Oak	Quercus stellata	Declining	Forwd	Remain	3
9784	7.0	Post Oak	Quercus stellata	Healthy	Single	Remain	3
9785	6.8	Hickberry	Celtis laevigata	Healthy	Single	Remain	3
9786	12.9	Post Oak	Quercus stellata	Healthy	Single	Remain	6
9787	13.7	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	6
9789	6.8	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	3
9790	6.0	Black Willow	Salix nigra	Healthy	Single	Remain	3
9905	14.1	Pecan	Carya illinoensis	Healthy	Forwd	Remain	6
9791	10.4	Black Willow	Salix nigra	Healthy	Single	Remain	OFF-SITE
9792	8.4	Slippery Elm	Ulmus rubra	Healthy	Single	Remain	OFF-SITE
9825	12.5	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	OFF-SITE
9826	14.7	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	OFF-SITE
9827	6.7	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	OFF-SITE
9828	8.0	Black Willow	Salix nigra	Healthy	Multi	Remain	OFF-SITE
9829	10.0	Black Willow	Salix nigra	Healthy	Single	Remain	OFF-SITE
9830	7.2	Hickberry	Celtis laevigata	Declining	Single	Remain	OFF-SITE
9831	7.8	Honey Locust	Gleditsia triacanthos	Healthy	Single	Remain	OFF-SITE
9833	9.7	Slippery Elm	Ulmus rubra	Healthy	Single	Remain	OFF-SITE
9834	6.0	Post Oak	Quercus stellata	Healthy	Single	Remain	OFF-SITE
9835	7.6	Post Oak	Quercus stellata	Healthy	Forwd	Remain	OFF-SITE
9836	9.5	Post Oak	Quercus stellata	Healthy	Single	Remain	OFF-SITE
9837	9.1	Post Oak	Quercus stellata	Healthy	Single	Remain	OFF-SITE
9839	13.1	Post Oak	Quercus stellata	Healthy	Single	Remain	OFF-SITE
9840	7.7	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	OFF-SITE
9841	10.7	Post Oak	Quercus stellata	Declining	Single	Remain	OFF-SITE

TAG #	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITIO	MULTIPLE STEMMED	STATUS	TREE CREDITS
9844	9.2	Post Oak	Quercus stellata	Healthy	Single	Remain	OFF-SITE
9845	8.0	Post Oak	Quercus stellata	Healthy	Single	Remain	OFF-SITE
9846	7.6	Post Oak	Quercus stellata	Healthy	Single	Remain	OFF-SITE
9847	6.0	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	OFF-SITE
9848	6.3	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	OFF-SITE
9849	8.7	Honey Locust	Gleditsia triacanthos	Healthy	Single	Remain	OFF-SITE
9850	10.7	Cedar Elm	Ulmus crassifolia	Declining	Multi	Remain	OFF-SITE
9851	9.0	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	OFF-SITE
9852	17.0	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remain	OFF-SITE
9853	13.3	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remain	OFF-SITE
9854	11.4	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	OFF-SITE
9855	12.5	Cedar Elm	Ulmus crassifolia	Healthy	Forwd	Remain	OFF-SITE
9856	10.4	Cedar Elm	Ulmus crassifolia	Healthy	Multi	Remain	OFF-SITE
9868	7.6	Blackjack Oak	Quercus marilandica	Healthy	Single	Remain	OFF-SITE
9868	18.5	Post Oak	Quercus stellata	Declining	Single	Remain	OFF-SITE
9870	7.4	Hickberry	Celtis laevigata	Healthy	Single	Remain	OFF-SITE
9871	6.7	Mexican Plum	Prunus mexicana	Healthy	Single	Remain	OFF-SITE
9873	6.8	Hickberry	Celtis laevigata	Healthy	Single	Remain	OFF-SITE
9874	11.1	Post Oak	Quercus stellata	Healthy	Forwd	Remain	OFF-SITE
9875	8.8	Hickberry	Celtis laevigata	Healthy	Single	Remain	OFF-SITE
9876	9.3	Hickberry	Celtis laevigata	Healthy	Single	Remain	OFF-SITE
9877	6.1	Hickberry	Celtis laevigata	Healthy	Single	Remain	OFF-SITE
9878	10.7	Hickberry	Celtis laevigata	Healthy	Single	Remain	OFF-SITE
9879	9.8	Hickberry	Celtis laevigata	Healthy	Single	Remain	OFF-SITE
9880	14.7	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remain	OFF-SITE
9881	17.6	Slippery Elm	Ulmus rubra	Healthy	Multi	Remain	OFF-SITE
9882	14.9	Hickberry	Celtis laevigata	Healthy	Single	Remain	OFF-SITE
9905	14.1	Pecan	Carya illinoensis	Healthy	Forwd	Remain	OFF-SITE
TOTAL TREE CREDITS EARNED							391

SCALE AS SHOWN

DESIGNED BY

DRAWN BY

CHECKED BY

CAD

THE OLANA MANSION

DENTON COUNTY, TEXAS

EXISTING TREE CREDIT


TABLE

DATE

REVIEWS

No.

DATE



Know what's below.
Call before you dig.

DATE: JULY 2023

PROJECT NO: 063217800

SHEET NUMBER: LP 2.01

Kimley-Horn

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15405 NOEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700

PLANO, TEXAS 75075

PHONE: 972-770-1000

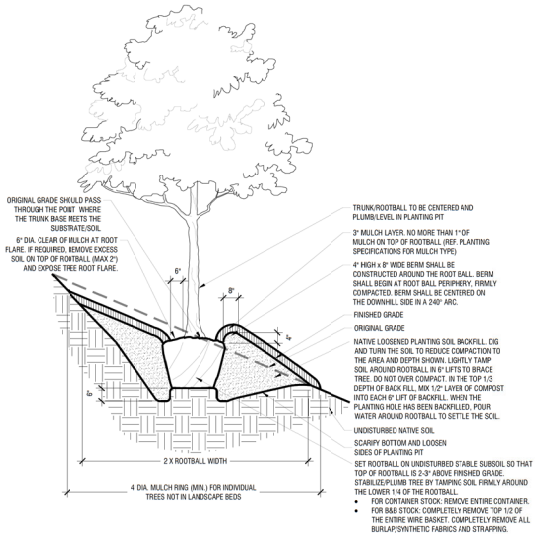
FAX: 972-770-1001

TEXAS REGISTERED ENGINEERING FIRM # 028

TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE STEMMED	STATUS	MITIGATION INCHES
7001	13.8	Post Oak	Quercus stellata	Healthy	Single	Remove	15.5
7002	14.1	Post Oak	Quercus stellata	Healthy	Single	Remove	21.15
7003	6.0	Blackjack Oak	Quercus marilandica	Declining	Single	Remove	Exempt
7004	13.9	Post Oak	Quercus stellata	Healthy	Single	Remove	20.85
7005	20.5	Post Oak	Quercus stellata	Healthy	Single	Remove	30.75
7006	8.2	Blackjack Oak	Quercus marilandica	Healthy	Multi	Remove	12.3
7007	16.6	Post Oak	Quercus stellata	Healthy	Single	Remove	23.4
7008	14.6	Post Oak	Quercus stellata	Healthy	Single	Remove	21.3
7009	14.2	Post Oak	Quercus stellata	Healthy	Single	Remove	21.9
7010	18.0	Post Oak	Quercus stellata	Healthy	Single	Remove	27.6
7011	20.4	Post Oak	Quercus stellata	Healthy	Multi	Remove	30.6
7012	11.6	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	17.4
7013	14.0	Post Oak	Quercus stellata	Healthy	Single	Remove	21
7014	8.4	Post Oak	Quercus stellata	Declining	Single	Remove	Exempt
7015	10.1	Post Oak	Quercus stellata	Healthy	Single	Remove	15
7016	15.9	Post Oak	Quercus stellata	Healthy	Multi	Remove	23.85
7017	17.3	Post Oak	Quercus stellata	Healthy	Multi	Remove	25.95
7018	7.8	Winged Elm	Ulmus alata	Healthy	Single	Remove	11.7
7019	4.2	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	9.3
7020	12.0	Post Oak	Quercus stellata	Healthy	Single	Remove	18
7021	14.9	Post Oak	Quercus stellata	Healthy	Single	Remove	22.35
7024	12.7	Post Oak	Quercus stellata	Healthy	Single	Remove	19.05
7025	12.6	Post Oak	Quercus stellata	Healthy	Single	Remove	19.2
7027	12.7	Post Oak	Quercus stellata	Healthy	Single	Remove	19.05
7028	12.4	Post Oak	Quercus stellata	Healthy	Single	Remove	18.6
7029	13.3	Post Oak	Quercus stellata	Healthy	Single	Remove	19.95
7030	13.4	Post Oak	Quercus stellata	Healthy	Single	Remove	20.1
7031	12.3	Post Oak	Quercus stellata	Healthy	Single	Remove	18.45
7032	12.0	Post Oak	Quercus stellata	Healthy	Single	Remove	18.6
7033	12.8	Post Oak	Quercus stellata	Healthy	Single	Remove	19.2
7034	11.7	Post Oak	Quercus stellata	Healthy	Single	Remove	17.35
7035	23.0	Post Oak	Quercus stellata	Healthy	Single	Remove	34.65
7036	14.1	Post Oak	Quercus stellata	Healthy	Single	Remove	21.15
8877	14.8	Post Oak	Quercus stellata	Healthy	Single	Remove	22.2
8880	13.8	Post Oak	Quercus stellata	Healthy	Single	Remove	20.7
8883	14.1	Post Oak	Quercus stellata	Healthy	Single	Remove	21.15
8884	15.1	Post Oak	Quercus stellata	Healthy	Single	Remove	22.85
8885	15.3	Post Oak	Quercus stellata	Healthy	Single	Remove	22.85
8886	7.2	Eastern Redcedar	Juniperus virginiana	Declining	Forked	Remove	Exempt
8887	17.9	Post Oak	Quercus stellata	Healthy	Single	Remove	28.85
8889	25.5	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	39.25
8893	15.9	Post Oak	Quercus stellata	Healthy	Single	Remove	23.85
9564	14.3	Callery Pear	Pyrus calleryana	Healthy	Forked	Remove	21.45
9565	17.4	Callery Pear	Pyrus calleryana	Healthy	Forked	Remove	26.1
9566	13.5	Callery Pear	Pyrus calleryana	Healthy	Forked	Remove	19.65
9567	7.8	Eastern Redcedar	Juniperus virginiana	Healthy	Forked	Remove	11.7
9568	7.8	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	11.4
9569	14.5	Post Oak	Quercus stellata	Healthy	Single	Remove	21.75
9570	26.5	Slippery Elm	Ulmus rubra	Healthy	Multi	Remove	39.75
9571	6.0	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	9
9572	12.1	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	18.15
9573	13.3	Post Oak	Quercus stellata	Healthy	Single	Remove	19.95
9574	9.7	Black Hickory	Carya texana	Declining	Single	Remove	Exempt
9575	8.0	Black Hickory	Carya texana	Declining	Single	Remove	Exempt
9576	9.2	Black Hickory	Carya texana	Healthy	Single	Remove	13.8
9577	7.1	Post Oak	Quercus stellata	Healthy	Single	Remove	10.85
9578	10.1	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	15.15
9579	9.9	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	14.85
9580	7.1	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	10.5
9581	9.5	Black Willow	Salix nigra	Healthy	Multi	Remove	46.75
9582	9.0	Black Willow	Salix nigra	Healthy	Single	Remove	14.85
9583	12.6	Slippery Elm	Ulmus rubra	Hazard	Forked	Remove	Exempt
9584	14.6	Slippery Elm	Ulmus rubra	Hazard	Multi	Remove	Exempt
9585	6.3	Chinese Wallow	Sauromastix pediformis	Healthy	Multi	Remove	Exempt
9510	13.8	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	20.7
9511	16.2	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	24.3
9512	11.1	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	29.65
9513	14.1	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	21.15
9514	13.8	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	20.7
9515	11.2	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	19.65
9516	9.3	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	13.95
9517	13.2	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	19.8
9518	13.1	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	19.65
9519	13.0	Crape Myrtle	Lagerstroemia indica	Healthy	Multi	Remove	19.65
9523	14.1	Post Oak	Quercus stellata	Healthy	Single	Remove	21.15
9524	10.6	Post Oak	Quercus stellata	Healthy	Single	Remove	15.9
9525	13.4	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	20.1
9526	9.1	Post Oak	Quercus stellata	Healthy	Single	Remove	13.85
9527	7.6	Post Oak	Quercus stellata	Healthy	Single	Remove	11.4
9528	9.0	Post Oak	Quercus stellata	Healthy	Single	Remove	13.8
9529	12.2	Post Oak	Quercus stellata	Healthy	Single	Remove	18.3
9530	9.8	Blackjack Oak	Quercus marilandica	Declining	Single	Remove	Exempt
9531	8.4	Post Oak	Quercus stellata	Healthy	Single	Remove	14.1
9532	14.4	Post Oak	Quercus stellata	Healthy	Single	Remove	21.6
9533	6.0	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	9
9534	3.7	Callery Pear	Pyrus calleryana	Hazard	Single	Remove	Exempt
9535	7.0	Post Oak	Quercus stellata	Healthy	Single	Remove	10.5
9536	10.1	Post Oak	Quercus stellata	Healthy	Single	Remove	15.15
9537	11.4	Post Oak	Quercus stellata	Healthy	Single	Remove	17.4
9538	16.8	Blackjack Oak	Quercus marilandica	Healthy	Multi	Remove	25.2
9539	18.1	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	27.15
9540	11.6	Post Oak	Quercus stellata	Healthy	Single	Remove	17.65
9541	8.4	Post Oak	Quercus stellata	Declining	Single	Remove	Exempt
9542	6.5	Post Oak	Quercus stellata	Healthy	Single	Remove	9.75
9543	8.2	Post Oak	Quercus stellata	Healthy	Single	Remove	12.3
9544	8.3	Post Oak	Quercus stellata	Healthy	Single	Remove	12.45
9545	8.6	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	12.9
9546	6.0	Post Oak	Quercus stellata	Healthy	Single	Remove	9

TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE STEMMED	STATUS	MITIGATION INCHES
9547	9.7	Post Oak	Quercus stellata	Healthy	Single	Remove	15.55
9548	7.2	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	10.8
9549	12.1	Post Oak	Quercus stellata	Healthy	Single	Remove	18.15
9550	12.2	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	18.3
9551	11.2	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	16.8
9552	10.4	Post Oak	Quercus stellata	Healthy	Single	Remove	16.6
9553	8.9	Slippery Elm	Ulmus rubra	Healthy	Single	Remove	13.4
9554	10.6	Post Oak	Quercus stellata	Healthy	Single	Remove	15.9
9555	7.9	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	11.85
9556	13.0	Post Oak	Quercus stellata	Healthy	Single	Remove	20.1
9557	14.3	Post Oak	Quercus stellata	Healthy	Single	Remove	21.45
9558	10.4	Post Oak	Quercus stellata	Healthy	Single	Remove	16.8
9559	15.5	Pecan	Carya illinoensis	Healthy	Multi	Remove	23.25
9560	17.2	Post Oak	Quercus stellata	Healthy	Single	Remove	25.8
9561	6.2	Callery Pear	Pyrus calleryana	Healthy	Multi	Remove	Exempt
9562	7.4	Post Oak	Quercus stellata	Healthy	Single	Remove	11.1
9563	6.0	Honey Locust	Gleditsia tricanthos	Healthy	Multi	Remove	Exempt
9564	10.0	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	15
9565	10.2	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	15.3
9566	7.0	Slippery Elm	Ulmus rubra	Declining	Single	Remove	Exempt
9567	7.1	Cedar Elm	Ulmus crassifolia	Hazard	Forked	Remove	Exempt
9568	12.4	Eastern Redcedar	Juniperus virginiana	Healthy	Forked	Remove	18.6
9569	13.4	Post Oak	Quercus stellata	Healthy	Single	Remove	20.1
9570	12.0	Post Oak	Quercus stellata	Healthy	Single	Remove	18
9571	9.4	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	14.1
9572	6.2	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	9.3
9573	14.0	Post Oak	Quercus stellata	Healthy	Single	Remove	21
9574	7.8	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	11.7
9575	10.8	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	15.8
9576	22.9	Blackjack Oak	Quercus marilandica	Healthy	Multi	Remove	34.35
9577	13.5	Post Oak	Quercus stellata	Healthy	Multi	Remove	20.25
9578	11.7	Pecan	Carya illinoensis	Healthy	Single	Remove	17.65
9579	12.1	Pecan	Carya illinoensis	Healthy	Single	Remove	18.15
9580	11.9	Blackjack Oak	Quercus marilandica	Healthy	Single	Remove	17
9581	14.9	Post Oak	Quercus stellata	Healthy	Single	Remove	22.35
9582	11.8	Post Oak	Quercus stellata	Healthy	Single	Remove	17.1
9583	15.3	Post Oak	Quercus stellata	Healthy	Single	Remove	22.75
9584	18.5	Post Oak	Quercus stellata	Healthy	Single	Remove	27.85
9585	12.8	Post Oak	Quercus stellata	Healthy	Single	Remove	19.2
9586	17.5	Hackberry	Celtis laevagata	Healthy	Multi	Remove	26.25
9587	6.4	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	9.8
9588	11.1	Post Oak	Quercus stellata	Healthy	Single	Remove	16.8
9589	8.9	Hackberry	Celtis laevagata	Healthy	Single	Remove	12.9
9590	14.5	Hackberry	Celtis laevagata	Healthy	Single	Remove	21.75
9591	6.6	Hackberry	Celtis laevagata	Healthy	Single	Remove	10.8
9592	8.4	Hackberry	Celtis laevagata	Healthy	Single	Remove	12.6
9593	12.6	Hackberry	Celtis laevagata	Healthy	Single	Remove	18.9
9594	12.8	Hackberry	Celtis laevagata	Healthy	Single	Remove	19.65
9595	11.1	Post Oak	Quercus stellata	Healthy	Single	Remove	16.65
9596	8.8	Post Oak	Quercus stellata	Healthy	Single	Remove	13.65
9597	13.1	Post Oak	Quercus stellata	Healthy	Single	Remove	19.65
9598	14.3	Hackberry	Celtis laevagata	Healthy	Forked	Remove	21.45
9599	16.6	Hackberry	Celtis laevagata	Healthy	Multi	Remove	24.9
9600	8.4	Hackberry	Celtis laevagata	Healthy	Single	Remove	Exempt
9601	12.8	Post Oak	Quercus stellata	Healthy	Single	Remove	21.45
9602	12.4	Hackberry	Celtis laevagata	Healthy	Single	Remove	18.6
9603	13.5	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	20.25
9604	13.8	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	20.7
9605	13.8	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	20.7
9606	13.8	Eastern Redcedar	Juniperus virginiana	Healthy	Single	Remove	20.7
9607	17.4	Post Oak	Quercus stellata	Healthy	Single	Remove	26.1
9608	10.7	Post Oak	Quercus stellata	Healthy	Single	Remove	16.05
9609	7.9	Hackberry	Celtis laevagata	Healthy	Single	Remove	12.6
9610	18.5	Hackberry	Celtis laevagata	Healthy	Multi	Remove	28.85
9611	18.5	Post Oak	Quercus stellata	Healthy	Single	Remove	27.75
9612	12.3	Post Oak	Quercus stellata	Healthy	Single	Remove	18.45
9613	16.2	Post Oak	Quercus stellata	Healthy	Single	Remove	24.3
9614	15.5	Post Oak	Quercus stellata	Healthy	Single	Remove	23.25
9615	25.9	Post Oak	Quercus stellata	Healthy	Single	Remove	38.85
9616	6.2	Post Oak	Quercus stellata	Healthy	Single	Remove	Exempt
9617	6.0	Hackberry	Celtis laevagata	Healthy	Single	Remove	9.8
9618	17.9	Post Oak	Quercus stellata	Healthy	Single	Remove	26.85
9619	13.4	Post Oak	Quercus stellata	Healthy	Single	Remove	20.1
9620	11.7	Post Oak	Quercus stellata	Healthy	Single	Remove	17.55
9621	6.3	Hackberry	Celtis laevagata	Healthy	Single	Remove	Exempt
9622	20.6	Post Oak	Quercus stellata	Healthy	Single	Remove	30.9
9623	8.4	Post Oak	Quercus stellata	Healthy	Single	Remove	12.6
9624	9.7	Post Oak	Quercus stellata	Healthy	Single	Remove	14.55
9625	14.3	Post Oak	Quercus stellata	Healthy	Single	Remove	21.45
9626	7.8	Hackberry	Celtis laevagata	Healthy	Single	Remove	Exempt
9627	11.5	Post Oak	Quercus stellata	Healthy	Single	Remove	17.25
9628	6.6	Cedar Elm	Ulmus crassifolia	Healthy	Single	Remove	9.9
9629							

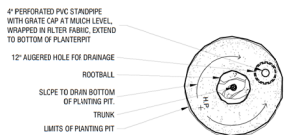
- NOTES:**
 1. REF. PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 2. REF. TREE STAKING DETAIL THIS SHEET.



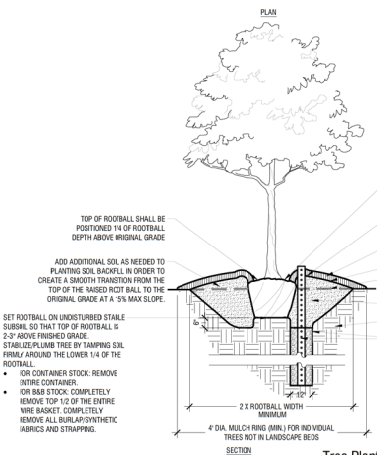
Tree Planting On 5-25% Slopes (20:1 to 4:1 Slopes)

Scale: NTS

D



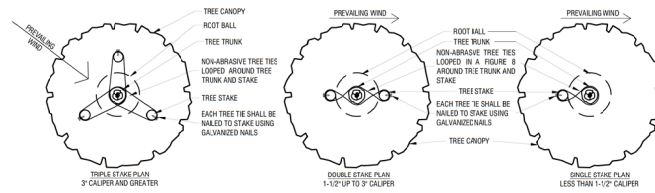
- NOTES:**
 1. THIS DETAIL IS FOR TREE PLANTING IN POOR DRAINAGE CONDITIONS ONLY. REF. DETAIL A THIS SHEET FOR TYPICAL TREE PLANTING.



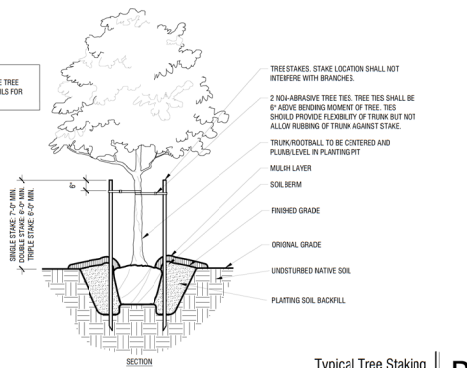
Tree Planting (Poor Drainage Condition)

Scale: NTS

C



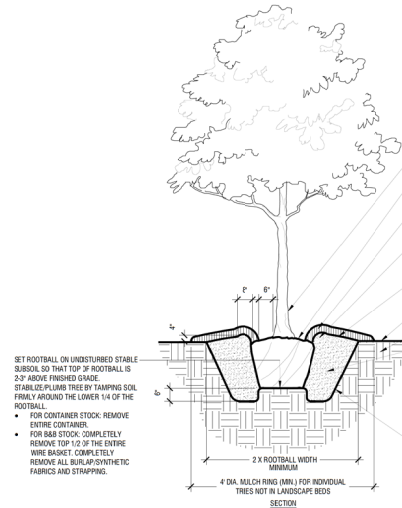
- NOTES:**
 THIS DETAIL IS FOR ABOVE GRADE TREE STAKING ONLY. REF. OTHER DETAILS FOR TYPICAL TREE PLANTING.



Typical Tree Staking

Scale: NTS

B



Typical Tree Planting (Up to 3\"/>

Scale: NTS

A

NO.	REVISIONS	DATE

Kimley-Horn
 Kimley-Horn and Associates, Inc.
 19405 NOEL ROAD, TWO GALLERIA OFFICE TOWER, STE. 700
 HOUSTON, TEXAS 77057
 PHONE: 281-770-1000
 FAX: 281-770-1001
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM #520

Kimley-Horn
 Kimley-Horn and Associates, Inc.
 19405 NOEL ROAD, TWO GALLERIA OFFICE TOWER, STE. 700
 HOUSTON, TEXAS 77057
 PHONE: 281-770-1000
 FAX: 281-770-1001
 WWW.KIMLEY-HORN.COM

SCALE	AS SHOWN
DESIGNED BY	
DRAWN BY	
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CAD	
CLIP	

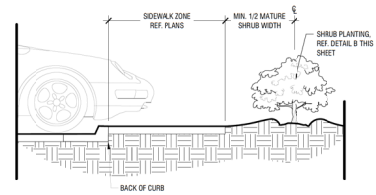
PLANTING DETAILS

THE OLANA MANSION
 DENTON COUNTY, TEXAS

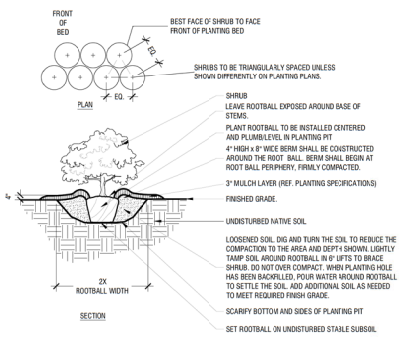
811
 Know what's below.
 Call before you dig.

DATE	JULY 2023
PROJECT NO.	063217800
SHEET NUMBER	LP 2.03

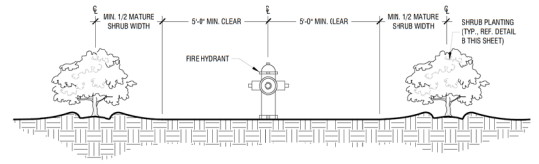
- NOTES:**
1. REF. PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 2. REF. PLANTING SCHEDULE AND PLANTING PLANS FOR SPACING/LAYOUT.
 3. WHEN SHRUBS ARE MASSSED TOGETHER WITH GROUND COVER BEDS, ALL SOIL IN BED TO BE AMENDED. (REF. PLANTING SPECIFICATIONS)



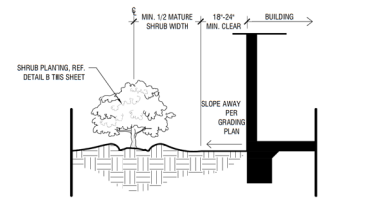
Shrub Planting at Sidewalk
Scale: NTS



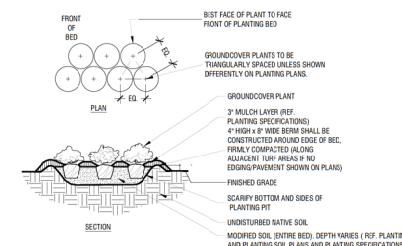
Typical Shrub Planting
Scale: NTS



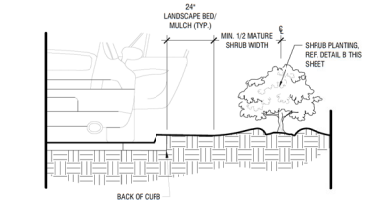
Shrub Planting at Fire Hydrant
Scale: NTS



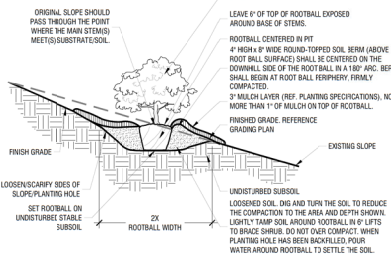
Shrub Planting at Building Edge
Scale: NTS



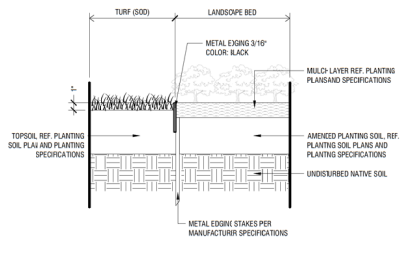
Typical Groundcover Planting
Scale: NTS



Shrub Planting at Curb
Scale: NTS



Shrub Planting On 5-50% (20:1 TO 2:1) Slope
Scale: NTS



METAL EDGING (AT TURF & LANDSCAPE BED)
Scale: 1 1/2\"/>

NO.	REVISIONS	DATE

Kimley-Horn
 19405 NOEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700
 FORT WORTH, TEXAS 76155
 PHONE: 817-770-1000
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM #528

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 19405 NOEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700
 FORT WORTH, TEXAS 76155
 PHONE: 817-770-1000
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM #528

PLANTING DETAILS

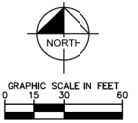
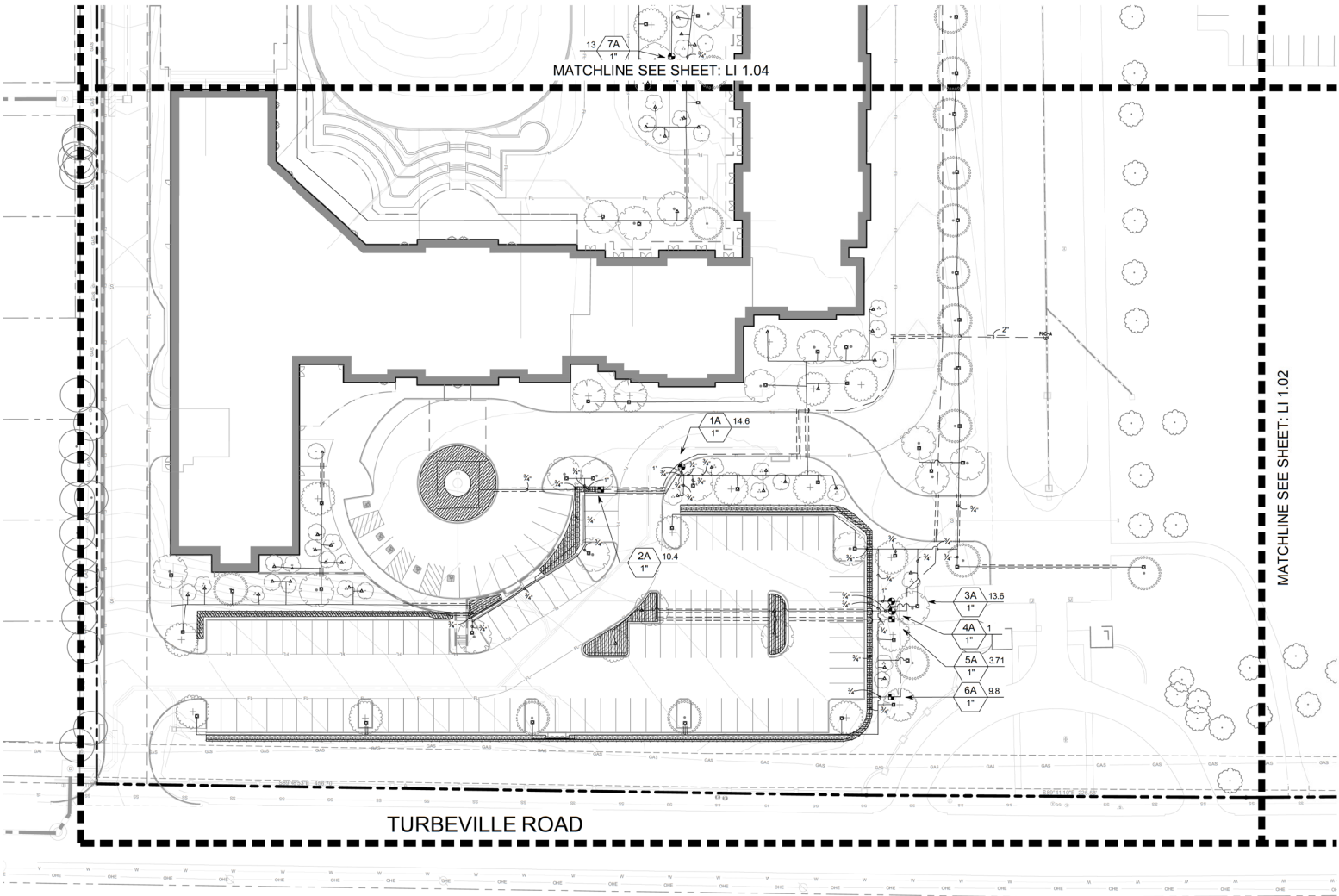
THE OLANA MANSION
 DENTON COUNTY, TEXAS

811
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DATE	JULY 2023
PROJECT NO.	063217800
SHEET NUMBER	LP 2.04

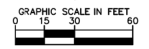
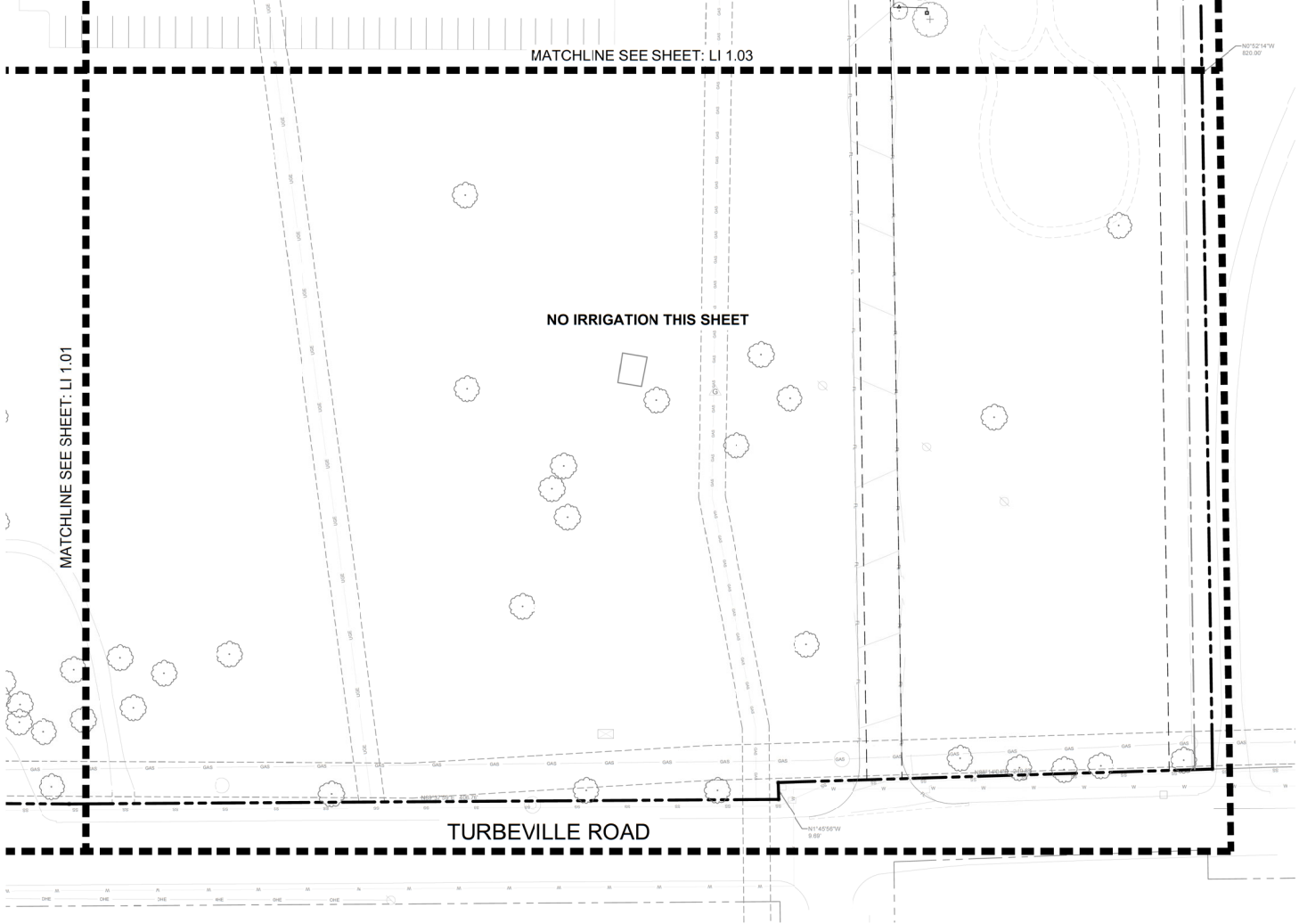
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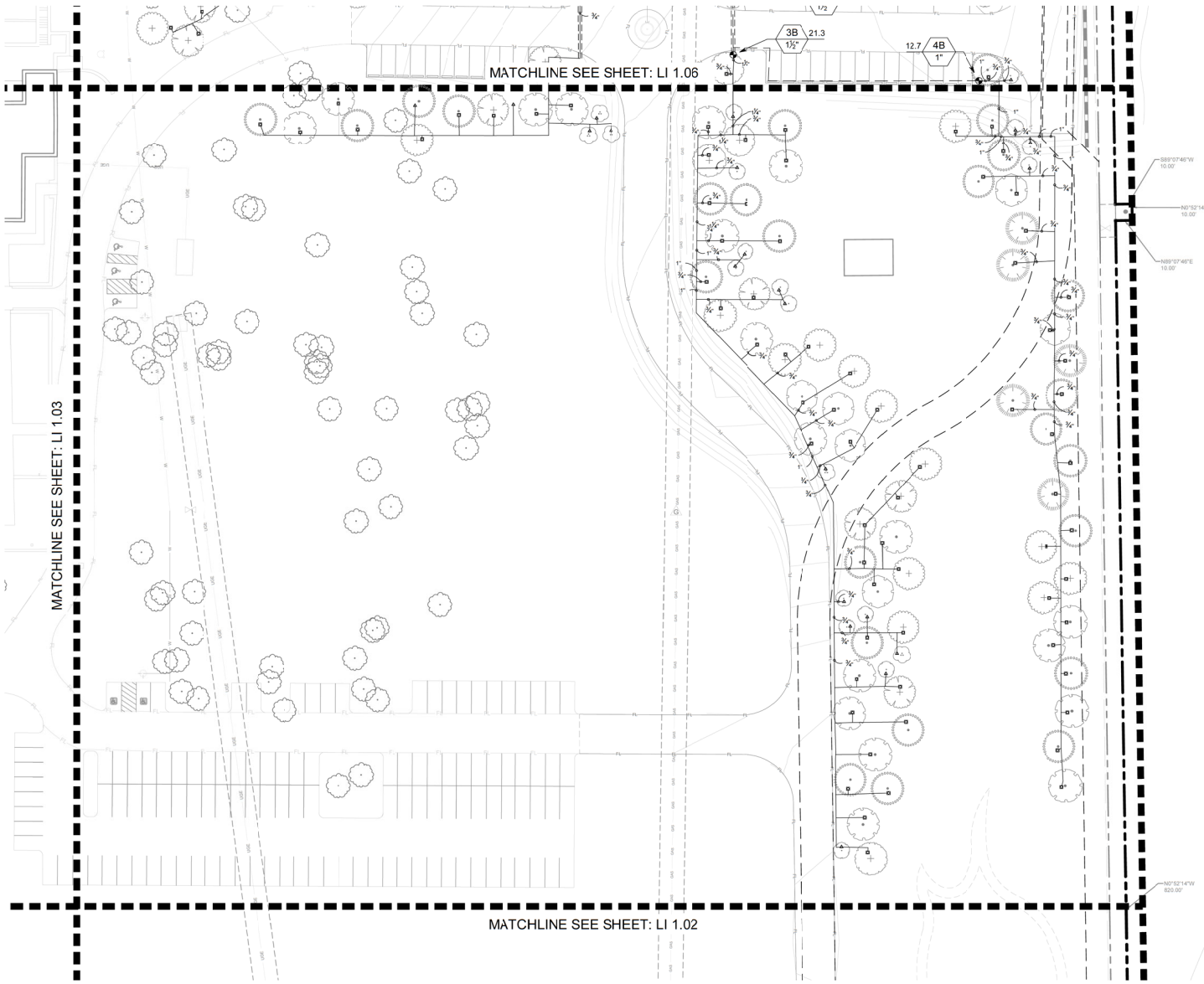
THE OLANA MANSION DENTON COUNTY, TEXAS	IRRIGATION PLAN
DATE: JUNE 2023 PROJECT NO.: 063217800 SHEET NUMBER: LI 1.01	SCALE: AS SHOWN DESIGNED BY: [blank] DRAWN BY: J.A.G. CALC. CHECKED BY: C.L.P.
© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 15465 NICEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700 FORT WORTH, TEXAS 76155 PHONE: 817-770-1000 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM #238	
REVISIONS	No. DATE

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THE OLANA MANSION DENTON COUNTY, TEXAS	IRRIGATION PLAN								
DATE JUNE 2023 PROJECT NO. 063217800 SHEET NUMBER LI 1.02	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">REVISIONS</th> <th style="width: 50%;">DATE</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	REVISIONS	DATE						
REVISIONS	DATE								
<small> KIMLEY-HORN AND ASSOCIATES, INC. 15465 INCEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700 FORT WORTH, TEXAS 76155 PHONE: 817-770-1000 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM #208 </small>									

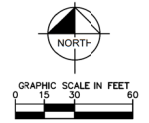
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MATCHLINE SEE SHEET: LI 1.03

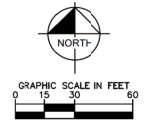
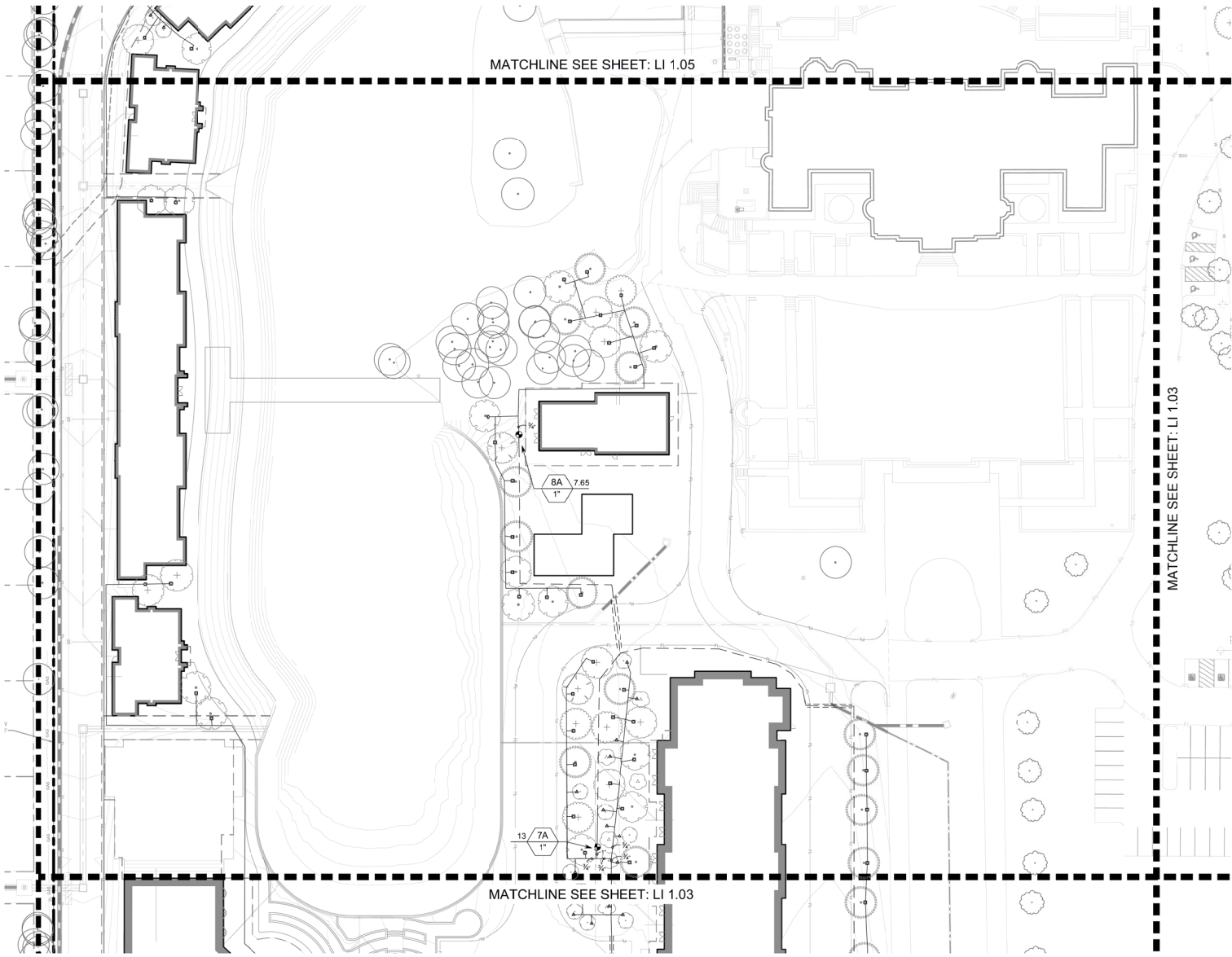
MATCHLINE SEE SHEET: LI 1.06

MATCHLINE SEE SHEET: LI 1.02



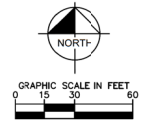
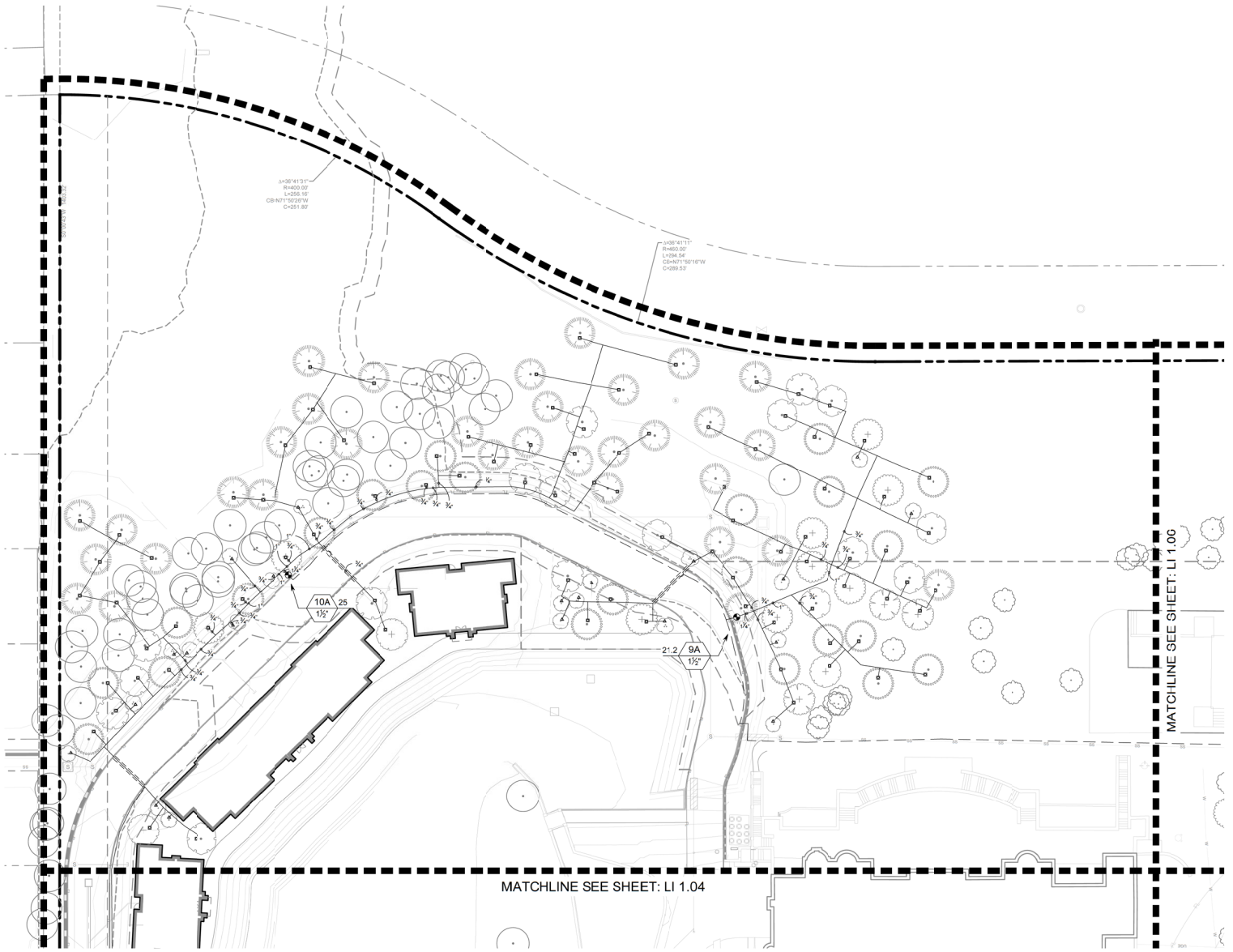
THE OLANA MANSION DENTON COUNTY, TEXAS	IRRIGATION PLAN
DATE JUNE 2023 PROJECT NO. 063217800 SHEET NUMBER LI 1.03	SCALE AS SHOWN DESIGNED BY DRAWN BY C.A.L. CHECKED BY C.A.L.
KIMLEY-HORN AND ASSOCIATES, INC. 13465 NICEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700 DALLAS, TEXAS 75244 PHONE 972.770.1000 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM # 238	
REVISIONS No. DATE	DATE

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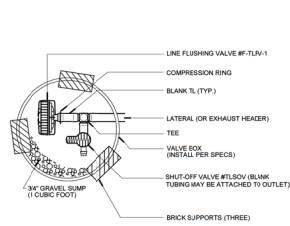


THE OLANA MANSION DENTON COUNTY, TEXAS	IRRIGATION PLAN	Kimley»Horn <small>© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 15495 NICEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700 DALLAS, TEXAS 75244 PHONE: 972-770-1000 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM # 238</small>
SCALE AS SHOWN DESIGNED BY DRAWN BY A.L.G. C.A.P.	DATE REVISIONS No. DATE	PROJECT NO. 063217800 SHEET NO. LI 1.04

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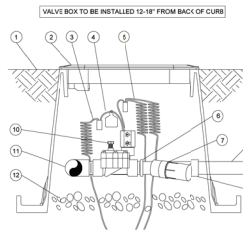


THE OLANA MANSION DENTON COUNTY, TEXAS	IRRIGATION PLAN
DATE JUNE 2023 PROJECT NO. 063217800 SHEET NUMBER LI 1.05	SCALE AS SHOWN DESIGNED BY DRAWN BY CALG. CHECKED BY CALG.
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	REVISIONS No. DATE



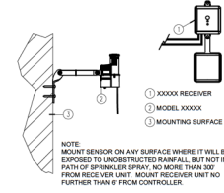
Line Flushing Valve (W/ Shut-off Valve)

Scale: N.T.S.



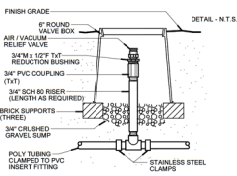
Drip Control Zone Kit

Scale: N.T.S.



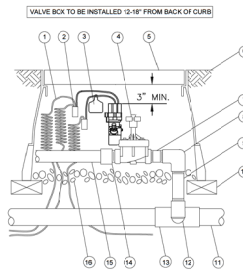
Wireless Rain/Freeze Sensor

Scale: N.T.S.



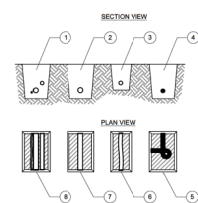
Air/Vacuum Relief (Plumbed to Poly)

Scale: N.T.S.



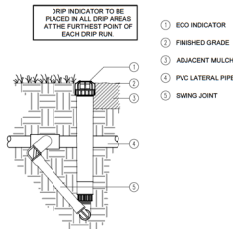
Electric Remote Control Valve

Scale: N.T.S.



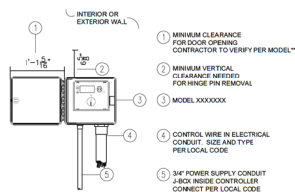
Pipe and Wire Trenching

Scale: N.T.S.



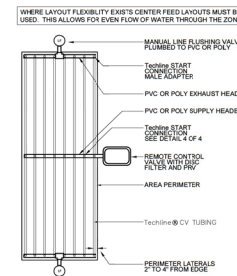
ECO INDICATOR - SWING JOINT

Scale: N.T.S.



Controller

Scale: N.T.S.



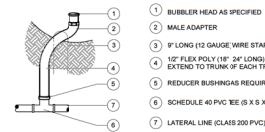
Techline CV Center Feed Layout

Scale: N.T.S.

ALL BARBED FITTINGS TO UTILIZE EITHER STAINLESS STEEL HOSE CLAMPS, STEEL CLAMP, OR COMPRESSION RING.

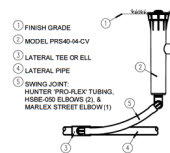
TECHLINE CV MAXIMUM LENGTH OF A SINGLE LATERAL (FEET)

TECHLINE DRIPPER SPACING	12"	18"	24"
DRIPPER FLOW RATE (GPH)	0.28 0.4 0.8 0.9	0.28 0.4 0.8 0.9	0.8 0.9
INLET PRESSURE (PSI)	331 242 190 144	468 344 270 204	342 280
20	413 302 238 180	584 428 338 257	430 336
25	515 360 269 227	727 540 433 323	542 412
45	594 436 343 260	845 620 489 371	622 472
55	650 480 378 287	932 684 533 410	686 522
60	681 500 390 298	969 713 561 426	716 544



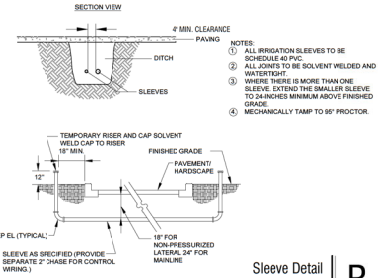
Bubble Assembly

Scale: N.T.S.



MP Rotator Sprinkler

Scale: N.T.S.



Sleeve Detail

Scale: N.T.S.

PVC PIPE SIZE	SOLVENT WELD SCH. 40 FITTINGS	BELL AND GASKET FITTINGS	SOCKETED PIPE
1/2"	2"	--	2"
3/4"	2"	--	2 1/2"
1"	2 1/2"	--	3"
1 1/4"	3"	--	3"
2"	4"	4"	4"
2 1/2"	6"	6"	6"
3"	6"	6"	6"
4"	6"	6"	6"

Sleeve Schedule

Scale: N.T.S.

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Kimley-Horn

KIMLEY-HORN AND ASSOCIATES, INC.
 15405 NOBLE ROAD, TWO GALLERIA OFFICE TOWER, STE 700
 DALLAS, TEXAS 75244
 PHONE: 972-770-1000
 FAX: 972-770-1001
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM # 5208

Kimley-Horn

SCALE: AS SHOWN
 DESIGNED BY: []
 DRAWN BY: []
 CALC. CHECKED BY: []
 CUP

IRRIGATION DETAILS

THE OLANA MANSION
 DENTON COUNTY, TEXAS

DATE: JUNE 2023
 PROJECT NO.: 063217800
 SHEET NUMBER: LI 3.01

THIS DOCUMENT, INCLUDING THE INFORMATION AND DESIGN THEREON, IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA). IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, EITHER WHOLLY OR IN PART, FOR ANY OTHER PROJECT OR SITE. ANY REPRODUCTION OR USE OF THIS DOCUMENT FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN CONSENT OF KHA IS STRICTLY PROHIBITED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. KHA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS DOCUMENT OR THE INFORMATION CONTAINED THEREIN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. KHA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS DOCUMENT OR THE INFORMATION CONTAINED THEREIN.

GENERAL IRRIGATION SPECIFICATIONS AND NOTES

- A. EXTENT:**
 INCLUDES FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT FOR THE PROPER INSTALLATION OF THE IRRIGATION SYSTEM. EXCLUSIONS ARE REQUIRED FOR THE FOLLOWING: (1) TRENCHING TO THE BACKFILL; (2) AUTOMATICALLY CONTROLLED LOW VOLUME IRRIGATION SYSTEM; (3) TEST ALL SYSTEMS AND MAKE OPERATIVE; (4) "AS-BUILT" DRAWINGS.

- B. GENERAL:**
 1. PERMITS AND FEES: OBTAIN ALL PERMITS AND PAY ALL REQUIRED FEES TO ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE WORK. INSPECTIONS REQUIRED BY LOCAL ORDINANCES DURING THE COURSE OF CONSTRUCTION SHALL BE ARRANGED AS REQUIRED ON COMPLETION OF THE WORK. THE OWNER SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND FEES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND FEES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND FEES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND FEES.

2. APPROVAL: WHEREVER THE TERMS "APPROVE" OR "APPROVED" ARE USED IN THE SPECIFICATIONS, THEY SHALL MEAN THE APPROVAL OF THE OWNER'S CONSTRUCTION REPRESENTATIVE IN WRITING.
 3. BEFORE ANY WORK IS STARTED, A CONFERENCE SHALL BE HELD BETWEEN THE CONTRACTOR AND THE OWNER'S CONSTRUCTION REPRESENTATIVE CONCERNING THE WORK UNDER THIS CONTRACT.
 4. COORDINATION: COORDINATE AND COOPERATE WITH OTHER CONTRACTORS TO ENABLE THE WORK TO PROCEED AS RAPIDLY AND EFFICIENTLY AS POSSIBLE.
 5. INSPECTION OF SITE:
 A. CONTRACTOR SHALL ACCQUANT THEMSELVES WITH ALL SITE CONDITIONS. SUBMISSION OF THEIR PROPOSAL SHALL BE CONSIDERED EVIDENCE THAT THE EXAMINATION HAS BEEN CONDUCTED. SHOULD UTILITIES NOT SHOWN ON THE PLANS BE FOUND DURING EXCAVATION, THE CONTRACTOR SHALL PROTECT THEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND FEES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND FEES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND FEES.

- B. CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS IN THE LAYOUT AS MAY BE REQUIRED TO CONNECT TO EXISTING UTILITIES. SHOULD SUCH UTILITIES BE LOCATED EXACTLY AS SHOWN, AND AS MAY BE REQUIRED TO WORK AROUND EXISTING WORK AT NO INCREASE IN COST TO THE OWNER'S CONSTRUCTION REPRESENTATIVE.
 6. PROTECTION OF EXISTING PLANTS AND SITE CONDITIONS: THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING CONDITIONS. REPAIRS SHALL BE RESTORED TO ORIGINAL CONDITION. THE CONTRACTOR SHALL REPAIR THE DAMAGE TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
 7. THE OWNER RESERVES THE RIGHT TO SUBSTITUTE, ADD, OR DELETE ANY MATERIAL OR WORK AS THE WORK PROGRESSES. ADJUSTMENTS TO PROTECT SITE CONDITIONS OR REPAIRS SHALL BE RESTORED TO ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

8. THE OWNER RESERVES THE RIGHT TO REJECT MATERIAL OR WORK WHICH DOES NOT CONFORM TO THE CONTRACT DOCUMENTS. REJECTED WORK SHALL BE REMOVED OR CORRECTED AT THE EARLIEST TIME POSSIBLE.
 9. WORK SCHEDULE: WITHIN 10 DAYS AFTER AWARD OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT TO THE OWNER A WORK SCHEDULE.
 10. "AS-BUILT" IRRIGATION DRAWINGS: PREPARE AN "AS-BUILT" DRAWING ON A FULL-SIZE PLAN SET WHICH SHALL SHOW DEVIATIONS FROM THE BID DOCUMENTS MADE DURING CONSTRUCTION AFFECTING THE MAIN LINE PIPE, CONTROL VALVES, SPRINKLER HEADS, CONTROL VALVES AND QUICK-CLOSURE VALVES. THE DRAWINGS SHALL ALSO INDICATE AND IDENTIFY ALL CHANGES TO THE ORIGINAL DESIGN. THE DRAWINGS SHALL BE DELIVERED TO THE OWNER'S CONSTRUCTION REPRESENTATIVE FOR FINAL ACCEPTANCE OF WORK.

11. FINAL ACCEPTANCE: FINAL ACCEPTANCE OF THE WORK MAY BE OBTAINED FROM THE OWNER'S CONSTRUCTION REPRESENTATIVE UPON THE SATISFACTORY COMPLETION OF ALL WORK.
 12. GUARANTEE: ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF ACCEPTANCE AGAINST ALL DEFECTS IN MATERIAL, EQUIPMENT AND WORKMANSHIP. GUARANTEES SHALL ALSO COVER REPAIR OF DAMAGE TO ANY PART OF THE REMEDIATION SHALL BE TWO FEET OR OTHER DEPTH IN MATERIAL, EQUIPMENT AND WORKMANSHIP TO THE SATISFACTION OF THE OWNER'S CONSTRUCTION REPRESENTATIVE. REPAIRS, IF REQUIRED, SHALL BE DONE PROMPTLY AT NO COST TO THE OWNER.
 13. A LAMINATED PLAN 8 1/2 X 11 SHOWING THE DIFFERENT IRRIGATION ZONES IN COLOR, PREPARED BY THE IRRIGATION CONTRACTOR, SHALL BE POSTED IN THE MECHANICAL ROOM OR WITHIN CONTROLLER CABINET.

- C. MATERIALS:**
 1. GENERAL: ALL MATERIALS THROUGHOUT THE SYSTEM SHALL BE NEW AND IN PERFECT CONDITION.
 2. PLASTIC PIPING: ALL MAIN LINES AND LATERAL LINES SHALL BE CLASS 300 POLY(VINYL CHLORIDE) (PVC) PIPE AND SHALL COMPLY WITH ONE OF THE FOLLOWING STANDARDS: ASTM D 1785, ASTM D 2466, ASTM D 2638, OR ASTM D 3035. SOIL PIPE SHALL HAVE A MINIMUM WALL THICKNESS AS REQUIRED BY SOI 26. PVC GASKETS/FITTINGS SHALL CONFORM TO ASTM D 3159. GASKETS SHALL CONFORM TO ASTM F 47. SOLVENT WELD PVC FITTINGS SHALL MEET THE REQUIREMENTS OF SCHEDULE 40 AS SET FORTH IN ASTM D 2466. THREADED PVC PIPE FITTINGS SHALL MEET THE REQUIREMENTS OF SCHEDULE 40 AS SET FORTH IN ASTM D 2466. CONFORMING TO ASTM D 1784 AND D 2466.
 3. PLASTIC FITTINGS: ALL SOLVENT WELD PVC FITTINGS SHALL MEET THE REQUIREMENTS OF SCHEDULE 40 AS SET FORTH IN ASTM D 2466. SCHEDULE 40 SOLVENT WELD POLY(VINYL CHLORIDE) (PVC) STANDARD VEGENT AS MANUFACTURED BY THE FOLLOWING: (1) JACOBS; OR (2) APPROVED EQUAL.

4. SOLVENT CEMENT: PVC CEMENT SHALL MEET ASTM D 2954 AND PVC CLEANER-TYPE SHALL MEET ASTM F 695.
 5. SPRINKLER HEADS/HEADS: SCHEDULE 40 PVC FORBESSEE. PIPE SHALL BE CUT WITH A STANDARD PIPE CUTTING TOOL, WITH SHARP CUTTERS. TEAR ONLY TO FULL DIAMETER OF PIPE AND CLEAN ALL ROUGH EDGES OR BURRS. CUT ALL THROUGHS ACCURATELY WITH SHARP CUTTERS. NOT MORE THAN THREE (3) THROUGHS SHALL BE SHOWN BEHIND FITTINGS WHEN PIPE IS MADE UP ASSEMBLIES SHALL BE AS DETAIL.
 6. AUTOMATIC CONTROLLER: SEE LEGEND.
 7. REMOTE CONTROL VALVES: SEE LEGEND.
 8. CONTROL WIRING: CONVENTIONAL SYSTEMS TO USE 24 VOLT SOLID ILL APPROVED FOR DIRECT BURIAL IN GROUND. MINIMUM WIRE SIZE: 14 GAUGE. ALL SPIRES SHALL BE MADE WITH VALVE BOX TWO-WIRE SYSTEMS TO UTILITY CONTROL WIRING PER MANUFACTURER'S INSTRUCTIONS.
 9. SLEEVES FOR CONTROL WIRING UNDER ALL WALLS AND PAVED AREAS AND WHERE INDICATED ON DRAWINGS. MINIMUM PVC SCHEDULE 40 PLASTIC PIPE.
 10. SPRINKLER HEADS DRIP LINE: SEE LEGEND.
 11. QUICK-CLOSURE VALVES: SHALL BE NOTED ON DRAWINGS.

- D. WORKMANSHIP:**
 1. LAY OUT WORK ACCURATELY AS POSSIBLE TO THE DRAWINGS. THE DRAWINGS, THOUGH CAREFULLY DRAWN, ARE GENERALLY DIAGRAMMATIC TO THE EXTENT THE SPOKE CONTRA OFFSETS AND ALL FITTINGS ARE NOT SHOWN.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULL AND COMPLETE COVERAGE OF ALL IRRIGATED AREAS AND SHALL MAKE ANY NECESSARY WORK ADJUSTMENTS AT NO ADDITIONAL COST TO THE OWNER'S CONSTRUCTION REPRESENTATIVE.
 3. ANY MAJOR REVISIONS TO THE IRRIGATION SYSTEM MUST BE SUBMITTED AND ANSWERED IN WRITTEN FORM, ALONG WITH ANY CHANGE IN CONTRACT PRICE.

E. INSTALLATION:

1. EXCAVATION AND TRENCHING:
 A. BEFORE ANY EXCAVATION AS REQUIRED FOR THE INSTALLATION OF THE WORK, INCLUDING UNDER THIS SECTION INCLUDING SHOVING OF EARTH BANKS TO PREVENT CAVERNS, RESTOR ALL SURFACES, EXISTING UNDERGROUND UTILITIES, ETC., DAMAGED OR CUT AS A RESULT OF THE EXCAVATIONS TO AND IN MANNER APPROVED BY THE OWNER.
 B. TRENCHES SHALL BE MADE WIDE ENOUGH TO ALLOW A MINIMUM OF 6 INCHES BETWEEN PARALLEL PIPE LINES. TRENCHES FOR PIPE LINES SHALL BE MADE OF SUFFICIENT DEPTH TO PROVIDE THE MINIMUM COVER FROM FRESH GRADE AS FOLLOWS:
 1. 34" MINIMUM BELOW BOTTOM PAVEMENT PER SLEEVING INSTALLATION EXCEPT FOR MAIN LINE 14" ANNIAM FOR NON-PRESSURIZED LATERALS.
 2. MINIMUM COVER OVER IRRIGATION LINES TO HEADS (DRIFTS, TRAFFIC FRAME, AREA ARE AS FOLLOWS:
 1" COVER OVER LATERALS
 12" COVER OVER MAINLINE
 18" COVER OVER MAINLINE

- C. MAINTAIN ALL EXISTING SIGNS, BARRICADES, FARES AND RED LIGHTS AS REQUIRED BY THE SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY AND LOCAL ORDINANCES.
 2. PIPE LINE ASSEMBLY:
 A. INSTALL REMOTE CONTROL VALVES WHERE SHOWN AND GROUP TOGETHER WHERE PRACTICAL. PLACE NO CLOSURE THAN 12-18 INCHES TO WALL EDGES, WALLS, AND OTHER PAVEMENTS. PLACE A MINIMUM OF 24" FROM BUILDINGS.
 B. PLASTIC PIPE AND FITTINGS SHALL BE SOLVENT WELDED USING SOLVENTS AND METHODS RECOMMENDED BY MANUFACTURER OF THE PIPE. EXCEPT WHERE SCHEDULED CONNECTIONS ARE REQUIRED. PIPE AND FITTINGS SHALL BE THOROUGHLY CLEANED OF DIRT, OIL AND MOISTURE BEFORE APPLYING SOLVENT WITH A NON-SYNTHETIC BRISTLE BRUSH.
 C. PIPE MAY BE ASSEMBLED AND WELDED ON THE SURFACE. SNAKE PIPE FROM SIDE OF TRENCH BOTTOM TO ALLOW FOR EXPANSION AND CONTRACTION.
 D. MAKE ALL CONNECTIONS BETWEEN PLASTIC PIPE AND METAL VALVES OR STEEL PIPE WITH THREADED FITTINGS USING RATCHET SNAKE ADAPTERS.

- E. JOINTS:
 1. PIPE SIZES 2 TO 24 INCH OR SMALLER SHALL HAVE HELL AND SOCKET JOINTS.
 2. PIPE SIZES LARGER THAN 24 INCH SHALL HAVE BAW CONNECTIONS WITH RUBBER GASKET JOINTS.
 3. THRU-ROD BLOCKING SHALL BE REQUIRED WHEN PIPE SIZE IS 6" OR GREATER.
 3. SPRINKLER HEADS DRIP LINE:
 A. INSTALL ALL SPRINKLER DRIP LINE AS DETAILED ON DRAWINGS.
 B. DO NOT SCALE PLANS FOR EXACT HEAD LOCATION.

4. CLOSING OF PIPE AND FLUSHING LINES:
 A. CAP OR PLUG ALL OPENINGS AS SOON AS LINES HAVE BEEN INSTALLED TO PREVENT THE ENTRANCE OF MATERIAL THAT WOULD OBSTRUCT THE PIPE. LEAKS IN PLACE UNTIL REMOVAL IS NECESSARY FOR COMPLETION OF INSTALLATION.
 B. THOROUGHLY FLUSH OUT ALL WATER LINES BEFORE INSTALLING HEADS, DRIP LINES, VALVES AND OTHER HYDRANTS.
 C. TEST TEST ACCORDANCE WITH PARAGRAPH ON HYDROTESTS.
 D. UPON COMPLETION OF THE TESTING, THE CONTRACTOR SHALL COMPLETE ASSEMBLY AND ADJUST SPRINKLER HEADS FOR PROPER DISTRIBUTION.

5. INSPECTION:
 A. SPRINKLER DRIP LINE LAYOUT AND SPACING INSPECTION: VERIFICATION THAT THE IRRIGATION DESIGN IS ACCURATELY REFLECTED IN THE FIELD. IT SHALL ALSO PROVIDE FOR A REVISION OR MODIFICATION OF THE SYSTEM TO FIT FIELD CONDITIONS. SPACING SHOULD BE WITHIN 5% OF THE DESIGN SPACING.
 B. FINAL TRENCHING INSPECTION: ALL PIPES IN THE SYSTEM SHALL BE INSTALLED TO DEPTH AS PREVIOUSLY DESCRIBED IN SECTION E OF THESE SPECIFICATIONS.
 C. OPEN TRENCH INSPECTION: THE TRENCH AND ALL JOINTS AND EVERY TRANSITION IN PIPE SIZE, WILL BE OPEN WHERE OPEN TRENCH INSPECTION IS REQUIRED.
 D. INSPECTIONS WILL BE PERFORMED THROUGHOUT THE DURATION OF THE INSTALLATION. INSPECTIONS MAY BE MADE BY THE GOVERNMENT AGENCY OWNER TO ENSURE COMPLIANCE WITH DESIGN INTENT, SPECIFICATIONS, AND THE IRRIGATION CODES.

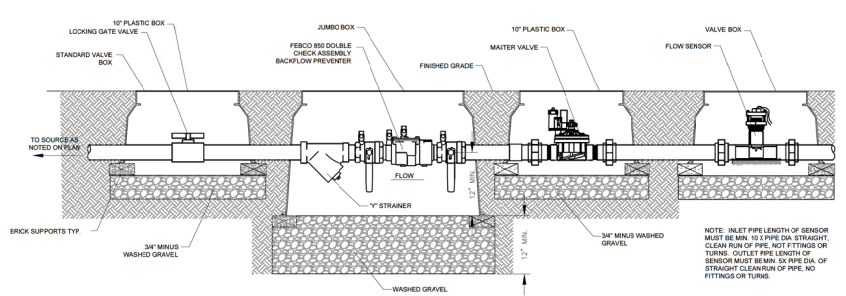
6. HYDROSTATIC TESTS:
 A. REQUEST THE PRESENCE OF THE OWNER AND/OR OWNERS REPRESENTATIVE IN WRITING AT LEAST 4 HOURS IN ADVANCE OF TESTING.
 B. TESTING TO BE ACCOMPLISHED AT THE EXPENSE OF THE CONTRACTOR AND IN THE PRESENCE OF THE OWNER.
 C. CENTER LOAD PIPING WITH SMALL AMOUNT OF BACKFILL TO PREVENT AIRING OR SLIPPING UNDER PRESSURE.
 D. APPLYING A CONTINUOUS AND STATIC WATER PRESSURE OF 125 PSI WHEN WELDED PLASTIC JOINTS HAVE CURED AT LEAST 3 HOURS AND WITH THE RISERS CAPPED AS FOLLOWS:
 1) MAIN LINES AND SLEEVES TO BE TESTED FOR 2 HOURS.
 2) NO PRESSURE LOSS IS ALLOWED FOR SOLVENT WELDED PLASTIC PIPE.

- E. FOR PVC AND OTHER GASKET PIPE THE ALLOWABLE LEAKAGE SHALL NOT EXCEED THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FOLLOWING FORMULA:

$$L = 400 \sqrt{1.55}$$
 IN WHICH:
 L = ALLOWABLE LEAKAGE IN GALLONS PER HOUR
 IN WHICH:
 D = PIPE DIAMETER IN INCHES
 P = AVERAGE TEST PRESSURE IN PSI GAUGE
 F. REPAIR LEAKS RESULTING FROM TESTS.
 7. AUTOMATIC CONTROLLERS:
 A. CONNECT REMOTE CONTROL VALVES TO CONTROLLER IN A CLOCKWISE SEQUENCE TO CORRESPOND WITH STATOR SETTING BEGINNING WITH STATIONS 1, 2, 3, ETC.
 8. AUTOMATIC CONTROL WIRING:
 A. INSTALL CONTROL WIRING, SPRINKLER MAINS AND LATERALS IN COMMON TRENCHES WHEREVER POSSIBLE.
 B. INSTALL CONTROL WIRING AT LEAST 18" BELOW FINISHED GRADE AND SNAKE WIRE SIDE TO SIDE IN TRENCH BELOW MAIN LINE EXPANSION CURLS SHALL BE PROVIDED WITHIN THREE (3) FEET OF EACH WIRE CONNECTION TO EXPOSED AND AT LEAST EVERY THREE HUNDRED (300) FEET IN LENGTH. EXPANSION CURLS ARE FORMED BY WRAPPING AT LEAST FIVE (5) TURNS OF WIRE AROUND A ROD OR PIPE 1" OR MORE IN DIAMETER, THEN WITHDRAWING THE ROD.
 C. CONTROL WIRE SPIRES WILL BE ALLOWED ONLY RUNS OVER 1000 FT. CONNECTIONS SHALL BE IN VALVE BOX AND LOCATION TO BE SHOWN ON AS-BUILT PLANS.
 D. ALL WIRING PASSING UNDER EXISTING OR FUTURE PAVING, CONSTRUCTION, ETC., SHALL BE ENCASED IN PLASTIC OR GALVANIZED STEEL CONDUIT EXTENDING AT LEAST 24" BEYOND EDGES OF PAVING OR CONSTRUCTION.
 E. CONTRACTOR SHALL RUN TWO SPIRE WIRES IN EACH DIRECTION FROM CONTROLLER TO FARTHEST VALVE TO SERVE AS BACKUP WIRES.

9. BACKFILL AND COMPACTING:
 A. AFTER SYSTEM IS OPERATING AND REQUIRED TESTS AND INSPECTIONS HAVE BEEN MADE, BACKFILL EXCAVATIONS AND TRENCHES WITH CLEAN SOIL, FREE OF RUBBER, METAL, BACKFILL MATERIAL TO 6 INCHES ABOVE THE TOP OF PIPE SHALL BE FREE OF ROCKS OR STONES LARGER THAN ONE (1) INCH DIAMETER. BACKFILL MATERIAL SHALL BE FREE OF ROCKS OR STONES LARGER THAN 3 INCHES IN DIAMETER.
 B. BACKFILL FOR ALL TRENCHES, REGARDLESS OF THE TYPE OF PIPE COVERED, SHALL BE COMPACTED TO MINIMUM DENSITY.
 C. COMPACT TRENCHES AREAS TO BE PLANTED BY THOROUGHLY FLOODING THE BACKFILL, SETTING PROCESS MAY BE USED IN THESE AREAS.
 D. DRESS OFF ALL AREAS TO FRESH GRADES.
 10. PROTECTIVE RADIUS OF EXISTING TREES:
 A. AN AUGER IS TO BE USED TO TUNNEL UNDER EXISTING TREES IF IRRIGATION IS INSTALLED WITHIN THE PROTECTIVE RADIUS OF EXISTING TREES AND ONLY IF THERE IS NO OTHER OPTION OR TO DO SO CREATES AN UNREASONABLE HARDSHIP.

- F. CLEAN-UP:**
 1. REMOVE FROM THE SITE ALL DEBRIS RESULTING FROM WORK OF THIS SECTION.



Double Check Assembly Back Flow Preventer with Point of Connection

Scale: N.T.S.

A

		No. _____ DATE _____
11405 NICHOLS ROAD, TWO GALLERIES OFFICE TOWER, STE 710 DALLAS, TEXAS 75243 PHONE 972-770-1000 FAX 972-770-1001 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM # 028		REVISIONS No. _____ DATE _____
SCALE: AS SHOWN DESIGNED BY: [] DRAWN BY: [] CHECKED BY: [] CUP: []	THE OLANA MANSION DENTON COUNTY, TEXAS IRRIGATION DETAILS AND SPECIFICATIONS	DATE: JUNE 2023 PROJECT NO.: 063217800 SHEET NUMBER: LI 3.02

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0731-__**

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 EASEMENT AGREEMENT GRANTING THE TOWN CERTAIN USE RIGHTS FOR REAL PROPERTY; 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 easement agreement granting the Town certain use rights, attached hereto as Exhibit A which is hereby incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 31st day of July, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0731-__**

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 WITH KSW HOLDING HICKORY CREEK LP CONCERNING POND MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement concerning pond maintenance from KSW Holding Hickory Creek, LP, attached hereto as Exhibit A which is hereby incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 31st day of July, 2023.

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 2023-2024 Plan Year

	Medical Plan Analysis		
	TXHBP Current	TXHBP Renewal	Proposed
Benefits	Copay 1K-3KER	Copay 1K-3K ER	Cigna LF Q2P2 **
Annual Deductible (single/family)	\$1,000 / \$2,000	\$1,000 / \$2,000	\$1000/\$2,000
Out-of-pocket Maximum	\$3,000 / \$6,000	\$3,000 / \$6,000	\$3,000/\$6,000
Coinsurance	In-Network / Out of Network	In-Network / Out of Network	In-Network / Out of Network
	80% / 50%	80% / 50%	80% 50%
Copay	\$30	\$30	\$30
Specialist Copay	\$60	\$60	\$60
Preventive Care	Covered at 100%	Covered at 100%	Covered at 100%
In-Patient Hospital	Ded/Coin	Ded/Coin	Ded/Coin
Out-Patient Hospital	Ded/Coin	Ded/Coin	Ded/Coin
Emergency Room Copay	\$500 + Coinsurance (Copay waived if admit)	\$500 + Coinsurance (Copay waived if admit)	\$500 + Coinsurance (Copay waived if admit)
Urgent Care Copay	\$75	\$75	\$75
Diagnostic Lab/X-Ray w/ office visit	100%	100%	100%
Pharmacy Services			
Tier 1	\$0/\$10 Copay	\$0/\$10 Copay	Generic \$10
Tier 2	45 Copay	45 Copay	Brand \$45
Tier 3	\$90 Copay	\$90 Copay	Non-Preferred Brand \$90
Tier 4	\$150 Copay	\$150 Copay	Specialty \$150
Tier 5	\$175 Copay	\$175 Copay	
Tier 6	\$300V/\$500IP Infusion Copay	\$300V/\$500IP Infusion Copay	
EMPLOYEE COUNTS:			
Employee Only	14	14	14
Employee & Spouse	1	1	1
Employee & Child(ren)	4	4	4
Employee & Family	3	3	3
TOTAL EMPLOYEE COUNT	22	22	22
BILLED PREMIUM:			
Employee Only	\$681.56	\$733.98	\$647.19
Employee & Spouse	\$1,356.48	\$1,462.90	\$1,287.89
Employee & Child(ren)	\$1,179.58	\$1,271.84	\$1,120.28
Employee & Family	\$1,959.34	\$2,113.98	\$1,860.65
Total Monthly Premium	\$21,494.66	\$23,167.92	\$20,411.62
Total Annual Premium	\$257,935.92	\$278,015.04	\$244,939.44
PERCENT OF CHANGE		8%	-5%
Employer Monthly Cost Per Employee based upon current contribution *			
Employee Only	\$681.56	\$733.98	\$647.19
Employee Spouse	\$1,019.02	\$1,098.44	\$967.54
Employee Child(ren)	\$930.57	\$1,002.91	\$883.74
Employee Family	\$1,320.45	\$1,423.98	\$1,253.92
Employer Annual Premium	\$218,933.88	\$235,892.88	\$207,898.80
Employee Cost Per Month			
Employee Only	\$0.00	\$0.00	\$0.00
Employee Spouse	\$337.46	\$364.46	\$320.35
Employee Child(ren)	\$249.01	\$268.93	\$236.55
Employee Family	\$638.89	\$690.00	\$606.73
Employee Cost Per Pay Period (26pp)			
Employee Only	\$0.00	\$0.00	\$0.00
Employee Spouse	\$155.75	\$168.21	\$147.85
Employee Child(ren)	\$114.93	\$124.12	\$109.17
Employee Family	\$294.87	\$318.46	\$280.03

TOWN OF HICKORY CREEK 2023-2024 Plan Year



Dental Plan Analysis

Benefits	Current & Renewal	Proposed
	Renaissance	Cigna
Annual Deductible (single/family)	\$50 / \$150	\$50 / \$150
Preventive Care	100%	100%
Basic Services	80%	80%
Major Services	50%	50%
Endodontics / Periodontics	80%	80%
Annual Max Per Member	\$1,000	\$2,000
Child Orthodontics	Child Only to Age 19	Child Only to Age 19
Orthodontics Lifetime Max	\$2,000	\$2,000
Out of Network Benefits	90th %	90th %
Rate Guarantee	2 Year	2 Year
EMPLOYEE COUNTS:		
Employee Only	12	12
Employee & Spouse	2	2
Employee & Child(ren)	3	3
Employee & Family	5	5
TOTAL EMPLOYEE COUNT	22	22
BILLED PREMIUM:		
Employee Only	\$35.36	\$34.75
Employee +1	\$82.40	\$81.20
Employee & Child(ren)	\$82.40	\$81.20
Employee & Family	\$127.63	\$125.77
Total Monthly Premium	\$1,474.47	\$1,451.85
Total Annual Premium	\$17,693.64	\$17,422.20
TOTAL % Change in Premium		-2%
EMPLOYER COST	\$777.92	\$764.50
Employee Cost Per Pay Period (26 pay periods)		
Employee Only	\$0.00	\$0.00
Employee Spouse	\$21.71	\$21.44
Employee Child(ren)	\$21.71	\$21.44
Employee Family	\$42.59	\$42.01

TOWN OF HICKORY CREEK 2023-2024 Plan Year



Vision Plan Analysis

	Current & Renewal	Proposed
Benefits	TML	Cigna
Network	EyeMed	VSP
Benefit Frequency	12 / 12 / 12	12 / 12 / 12
Exam Copay	\$10	\$10
Materials Copay	\$15	\$15
Frame Allowance	\$175	\$180
Contacts Allowance	\$175	\$180
Rate Guarantee	4 year	2 year
EMPLOYEE COUNTS:		
Employee Only	6	6
Employee & Spouse	3	3
Employee & Child(ren)	4	4
Employee & Family	4	4
TOTAL EMPLOYEE COUNT	17	17
BILLED PREMIUM:		
Employee Only	\$7.22	\$8.64
Employee & Spouse	\$13.71	\$16.41
Employee & Child(ren)	\$14.43	\$17.27
Employee & Family	\$18.40	\$22.02
Total Monthly Premium	\$215.77	\$258.23
Total Annual Premium	\$2,589.24	\$3,098.76
TOTAL \$ Change in Premium		\$509.52
TOTAL % Change in Premium		19.7%
EMPLOYER COST		\$146.88
Employee Cost Per Pay Period (26pay periods)		
Employee Only	\$3.33	\$0.00
Employee Spouse	\$6.33	\$3.59
Employee Child(ren)	\$6.66	\$3.98
Employee Family	\$8.49	\$6.18

Town of Hickory Creek 2023-2024 Plan Year



Life / AD&D Plan Analysis

	Current	Proposed
Rates	Renaissance	Renaissance
Life Rate per \$1,000	\$0.105	\$0.106
AD&D Rate per \$1,000	\$0.025	\$0.025
Combined Life/AD&D Rate per \$1,000	\$0.130	\$0.131
Total Monthly Volume	\$2,975,000	\$2,975,000
Total Monthly Premium	\$386.75	\$389.73
Total Annual Premium	\$4,641.00	\$4,676.70
\$ Change from Current		
% Change from Current		
Benefits		
Class 1 Description:	All Eligible Employees	All Eligible Employees
Life Amount	2 X Salary	2 X Salary
AD&D Amount	2 X Salary	2 X Salary
Age Reduction Schedule		
First Reduction	35% at age 65	35% at age 65
Second Reduction	50% at age 70	50% at age 70
Conversion / Portability	Included	Included
Waiver of Premium	Included	Included
Elimination Period	9 months	9 months
Maximum Age Duration	To Age 65	To Age 65
Accelerated Benefit	100% of Benefit	100% of Benefit
Guaranteed Issue	\$225,000	\$250,000
Maximum Benefit	\$250,000	\$250,000
Enhanced Product Services		
Travel Assistance Services	Yes	Yes
Employee Assistance Program	Yes	Yes
Beneficiary Resources Services	Yes	Yes

TOWN OF HICKORY CREEK 2023-2024 Plan Year



Voluntary Life / AD&D Plan Analysis

	Current	Proposed
Rates	Renaissance	Renaissance
Employee:	\$10,000 Increments	\$10,000 Increments
Maximum Amount	\$500,000/5X Salary	\$500,000/5X Salary
Guaranteed Issue (GI)	\$50,000	\$100,000
Spouse:	\$5,000 increments	\$5,000 increments
Maximum	\$100,000	\$100,000
Not to Exceed	50% of Employee Benefit	50% of Employee Benefit
Guaranteed Issue (GI)	\$30,000	\$30,000
Dependent Children:	\$1,000 increments	\$1,000 increments
	Birth to 14 days \$100/ 15 Days to 6 months \$1000/ 6 months to 26 \$1000-	Birth to 14 days \$100/ 15 Days to 6 months \$1000/ 6 months to 26 \$1000-
Children Benefit	\$10000	\$10000
Maximum	\$10,000	\$10,000
	Employee Life	Employee Life
Age Brackets	Rate per \$1,000	Rate per \$1,000
< 25	\$0.078	\$0.078
25 - 29	\$0.078	\$0.078
30 - 34	\$0.104	\$0.104
35 - 39	\$0.129	\$0.129
40 - 44	\$0.171	\$0.171
45 - 49	\$0.267	\$0.267
50 - 54	\$0.442	\$0.442
55 - 59	\$0.747	\$0.747
60 - 64	\$1.128	\$1.128
65 - 69	\$3.641	\$3.641
70 - 74	\$3.641	\$3.641
75 +	\$3.641	\$3.641
AD&D Benefit Amount	Same as Life Amount	Same as Life Amount
AD&D Rate Included	ADD rates not included above	ADD rates not included above
Spouse Rate	Rate Based on Employees Age	Rate Based on Employees Age
AD&D Rate	\$0.0360 per EE	\$0.028 per EE

TOWN OF HICKORY CREEK DISABILITY 2023-2024 Plan Year



Long-Term Disability Plan Analysis

Current & Proposed	
Rates	Renaissance
Rate per \$100	\$0.360
Volume of Covered Payroll	\$123,258
Total Monthly Premium	\$443.73
Total Annual Premium	\$5,324.75
\$ Change from Current	
% Change from Current	
Benefits	
Class 1 Description:	All Eligible Employees
Benefit Percentage	60% of monthly earnings
Maximum Monthly Amount	\$6,000
Elimination Period	90 Days
Maximum Benefit Duration	SSNRA
Own Occupation	24 Months
Partial Disability Earnings Test:	Included
During Own Occ. Period	80%
During Any Occ. Period	60%
Limitations:	
Mental/Nervous (M/N)	24 Months
Substance Abuse (SA)	24 Months
Are limitations per occurrence or lifetime?	Lifetime
Pre-existing condition exclusion	3 / 12
Rates Guaranteed Through	



Short-Term Disability Plan Analysis

Current and Proposed	
Rates	Renaissance
Rate per \$10	\$0.190
Volume of Weekly Benefit	\$17,182
Total Monthly Premium	\$326.46
Total Annual Premium	\$3,917.50
\$ Change from Current	
% Change from Current	
Benefits	
Class 1 Description:	All Eligible Employees
Benefit Percentage	60%
Maximum Weekly Amount	\$1,500
Elimination Period - Accident	14 Days
Elimination Period - Sickness	14 Days
Maximum Benefit Duration	11 weeks
Rates Guaranteed Through	



**RESPONDER
HEALTH**

**YOU ARE ALWAYS THERE FOR US,
WE ARE ALWAYS HERE FOR YOU.**



PEER SUPPORT

The Town of Hickory Creek has a Peer Support program to help you overcome the daily challenges of being a First Responder. This is a confidential face-to-face conversation with a certified individual on the peer support team. You can reach out to these individuals if you need help/guidance through a variety of situations such as:

**TRAUMA | RELATIONSHIPS | FINANCES
PTSD | SUBSTANCE ABUSE**

OUR MISSION

Our goal is to provide First Responders with an option beyond traditional EAP services. Responder Health provides confidential and full-service solutions that support First Responders through stress and traumatic events.

PUBLIC SAFETY

Public Safety is a stressful, demanding career. First Responders like you keep our communities safe, protect life and property, enforce laws, and resolve conflicts. However, depression and PTSD affect approximately 30% of our nation's First Responders. Responder Health was created to address the mental wellbeing of First Responders by developing a First Responder Support Program tailored to meet the needs of First Responders and their families.

**CLINICAL SUPPORT, PREVENTION
SUICIDE INTERVENTION, PTSD,
CLINICAL INTERVENTION, ADDICTION
INTERVENTION, FAMILY SUPPORT**



**YOU ARE ALWAYS
THERE FOR US,**

*Thanks for keeping
our communities safe.*

**WE ARE ALWAYS
HERE FOR YOU**



PREVENTATIVE SERVICES:

CONFIDENTIAL CRISIS HOTLINE

Available any time you need it, your truly confidential crisis hotline is made for First Responders and answered by First Responders. They are available 24 hours a day, 7 days a week. The CISM trained call takers determine the severity of the nature of the call and when appropriate, will connect you with additional resources equipped to handle your specific situation.



If you are in a crisis,

**MAKE A SAFE CALL NOW
1-206-459-3020**

RESPONDER HEALTH APP

First Responders and their families get access to a tailored on-demand coaching app. The app teaches skills and habits for dealing with life's daily stressors. Developed by psychologists and brain health researchers, the app offers videos and tools that help people deal with being sad or stressed, rather than avoid these normal life challenges. Just three minutes a day guided by this app enables people to become happier, more resilient, and lead a more fulfilling life.

**24/7 ACCESS | 100% CONFIDENTIAL
PERSONALIZED SUPPORT**



Unlock Code:



12712 Park Central Dr. Suite 100
Dallas, TX 75251
info@responderhealth.com
responderhealth.com
facebook.com/groups/responderhealth



Package A

Healthcare can be complicated and expensive. With this benefits package, you're connected with tools and services that help guide a smoother, more cost-effective healthcare experience.



Teladoc (\$0 Visit Fee)

Feel better now! 24/7 access to a doctor is only a call or click away — anytime, anywhere with no per visit fee. With Teladoc, you can talk to a doctor by phone or online video to get a diagnosis, treatment options and prescription, if medically necessary. Save time and money by avoiding crowded waiting rooms in the doctor's office, urgent care clinic or ER. Just use your phone, computer, smartphone or tablet to get a quick diagnosis by a U.S. licensed physician.



Health Advocate™ Solutions

Healthcare is becoming harder to understand. Personal Health Advocates help you navigate through insurance and healthcare systems. Advocates research treatments, resolve claims and locate doctors, specialists, hospitals, dentists and pharmacies. Skilled negotiators will attempt to negotiate discounts on your behalf, no matter your benefit status. Registered nurses are on-call 24/7 to answer questions and provide medical explanations.



Doctors Online

The fast, easy way to get health information from an online resource you can trust. You have 24/7 access to doctors, pharmacists, psychologists, dentists, dieticians and more by email or smartphone app. You'll get treatment options and advice you understand. With Doctors Online, the doctor's always in!



New Benefits Rx

Healthcare keeps getting more expensive, but you shouldn't have to choose between your prescription medications and other essential expenses. Make sure you're always getting the best deal on your prescriptions with deep discounts through New Benefits Rx. Save 10% to 85% on most prescriptions at 60,000 retail pharmacies nationwide and through home delivery.





Hearing Aids

If you suffer from hearing loss, you shouldn't have to empty your wallet to access hearing aids. Retail Hearing Care by Connect Hearing and Home Delivery Hearing Aids by Hearing Assist, the #1 direct to consumer hearing aid brand, will help you find an affordable solution with the fit, comfort, and amplification you need.



Durable Medical Equipment

Need an easy way to order medical equipment online or by phone? Not only will your supplies ship to you, but you'll save 20% to 50% and an additional \$5 on orders over \$100! Save on walking aids, wheelchairs, scooters, hospital beds, bathroom safety, orthopedic products and more.



Lab Testings

Know your numbers! You have direct access to major clinical laboratories nationwide where you can save 10% to 80% on typical costs for lab work. Find a location near you and order online or by phone. Confidential results are available online in as little as 24 hours for most tests.



MRI & CT Scans

A better image leads to a better diagnosis, better treatment and a better recovery. Save 40% to 75% on usual charges for MRI and CT Scans at thousands of credentialed radiology centers nationwide.



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Disclosures: **This program is NOT insurance coverage** and does not meet the minimum creditable coverage requirements under the Affordable Care Act or Massachusetts M.G.L. c. 111M and 956 CMR 5.00. **It contains a 30 day cancellation period**, provides discounts only at the offices of contracted health care providers, and each member is obligated to pay the discounted medical charges in full at the point of service. The range of discounts for medical or ancillary services provided under the program will vary depending on the type of provider and medical or ancillary service received. Member shall receive a reimbursement of all periodic membership fees if membership is cancelled within the first 30 days after the effective date. Discount Plan Organization: New Benefits, Ltd., Attn: Compliance Department, PO Box 803475, Dallas, TX 75380-3475, 800-800-7616. Website to obtain participating providers: MyBenefitsWork.com. Not available to UT, VT or WA residents. © 2022 Teladoc, Inc. All rights reserved. Teladoc and the Teladoc logo are registered trademarks of Teladoc, Inc. and may not be used without written permission. Teladoc does not replace the primary care physician. Teladoc does not guarantee that a prescription will be written. Teladoc operates subject to state regulation and may not be available in certain states. Teladoc does not prescribe DEA controlled substances, non-therapeutic drugs and certain other drugs which may be harmful because of their potential for abuse. Teladoc physicians reserve the right to deny care for potential misuse of services. For dermatology consultations, members must complete a Dermatology Intake Form and upload a minimum of three images through the secure message center before each initial consultation. Lab benefit not available in MD, NJ, NY and RI.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0731-__**

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 31st day of July, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL AGREEMENT FOR SERVICES

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

RECITALS:

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

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

Article I Term

1.01. This Agreement shall commence on October 1, 2023 ("Effective Date") and continue until September 30, 2024.

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

Article II Service

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

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

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

2.04. Riders may call at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off. Rider may schedule ride by calling SPAN'S Transportation Office at 940-382-1900, weekdays between the hours of 8:00 a.m. and 2:00 p.m.

2.05. Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Saturday, Sunday, major holidays and subject to capacity constraints and availability.

Article III Schedule of Work

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

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

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

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

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

Article IV

Compensation and Method of Payment

4.01 SPAN received CARES Act federal funding for transportation operations expenses, which allows for 100% reimbursement from the federal government for operations expenses without the need for local funding match from the TOWN as long as these funds are available (the funds are expected to be fully depleted by 1Q24). SPAN's demand response transportation will be provided to the TOWN without fee until CARES Act funding is expended.

4.02. After CARES Act funding has been depleted, the TOWN agrees to pay a reasonable fee for service of \$20.24 per trip. The projected trip count for January 1, 2024 – September 30, 2024 is 243 with an annual FY 2024 TOWN contribution of \$4,918. Riders shall pay SPAN a price per one-way trip of Three Dollars (\$3.00), to be collected by SPAN at the time of such trip.

4.03. The Fee is based on an average of approximately Twenty-Seven (27) one-way trips per month. If fewer than Twenty-Seven (27) one-way trips are used in any given month, the accrued trips shall continue to roll forward monthly until the end of this Agreement.

4.04. SPAN will notify and work with TOWN if demand is higher than projected and amend the contribution amount if agreed to by both parties of the AGREEMENT.

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

4.06. If an otherwise eligible Rider contacts SPAN for service and the Rider's trip does not qualify for payment by the TOWN under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to such Rider in the Service Area at the total cost of Twenty Dollars and Twenty-Four Cents (\$20.24) per one-way trip, which is to be collected by SPAN at the time of such trip.

Article V

Devotion of Time, Personnel, and Equipment

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

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

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

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

Article VI Miscellaneous

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

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

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

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

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

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

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

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

If intended for TOWN:
TOWN Designee
Hickory Creek, Texas
1075 Ronald Reagan Ave.
Hickory Creek, Texas 75065
940-497-2528

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

6.09. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2023

TOWN OF HICKORY CREEK, TEXAS

By: _____
Lynn C. Clark, Mayor

ATTEST:

By: _____
Kristi Rogers, Secretary

EXECUTED this _____ day of _____, 2023

SPAN, INC

By: _____
Michelle McMahon, Executive Director

**EXHIBIT A
SERVICE AREA**

All of Denton County.

EXHIBIT B
TRANSPORTATION POLICIES AND PROCEDURES

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

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0731-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, PROPOSING A TAX WHICH REPRESENTS THE NO-NEW-REVENUE TAX RATE FOR 2023; SETTING A DATE, TIME AND PLACE TO ADOPT THE 2023 TAX RATE.

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

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

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

Section 1: The Town Council proposes a tax rate for the 2023 tax year of \$0.236686 per \$100 per valuation which represents the No-New-Revenue Tax Rate.

Section 2: The Town Council hereby approves the placement of an item on the September 11, 2023 Town Council special meeting agenda to vote to adopt the proposed tax rate of 0.236686 per \$100 valuation, said meeting to be held at 6:00 p.m. in the Town Council Chambers of the Town Hall of the Town of Hickory Creek, Texas.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 31st day of July, 2023.

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

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

TOWN OF HICKORY CREEK

Taxing Unit Name

Phone (area code and number)

<https://www.hickorycreek-tx.gov/>

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 852,253,939
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 852,253,939
4.	2022 total adopted tax rate.	\$ 0.270317 /\$100
5.	2022 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.	
	A. Original 2022 ARB values:	\$ 0
	B. 2022 values resulting from final court decisions:	-\$ 0
	C. 2022 value loss. Subtract B from A. ³	\$ 0
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2022 ARB certified value:	\$ 45,518,006
	B. 2022 disputed value:	-\$ 9,103,601
	C. 2022 undisputed value. Subtract B from A. ⁴	\$ 36,414,405
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 36,414,405

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 888,668,344
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2021 value of property in deannexed territory. ⁵	\$ 0
10.	<p>2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value.</p> <p>A. Absolute exemptions. Use 2022 market value: \$ 442,055</p> <p>B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ 1,174,541</p> <p>C. Value loss. Add A and B.⁶</p>	\$ 1,616,596
11.	<p>2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022.</p> <p>A. 2022 market value: \$ 0</p> <p>B. 2023 productivity or special appraised value: - \$ 0</p> <p>C. Value loss. Subtract B from A.⁷</p>	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 1,616,596
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 887,051,748
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 2,397,851
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 995
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 2,398,846
18.	<p>Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹¹</p> <p>A. Certified values: \$ 1,043,350,322</p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ _____</p> <p>C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0</p> <p>D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.¹² - \$ 0</p> <p>E. Total 2023 value. Add A and B, then subtract C and D.</p>	\$ 1,043,350,322

⁵ Tex. Tax Code §26.012(15)
⁶ Tex. Tax Code §26.012(15)
⁷ Tex. Tax Code §26.012(15)
⁸ Tex. Tax Code §26.03(c)
⁹ Tex. Tax Code §26.012(13)
¹⁰ Tex. Tax Code §26.012(13)
¹¹ Tex. Tax Code §26.012, 26.04(c-2)
¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<p>Total value of properties under protest or not included on certified appraisal roll. ¹³</p> <p>A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district’s value and the taxpayer’s claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>13,135,565</u></p> <p>B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u></p> <p>C. Total value under protest or not certified. Add A and B. \$ <u>13,135,565</u></p>	
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>0</u>
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>1,056,485,887</u>
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ <u>0</u>
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ <u>42,972,083</u>
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ <u>42,972,083</u>
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ <u>1,013,513,804</u>
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.236686</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ _____ /\$100

SECTION 2: Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit’s debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit’s debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ <u>0.176495</u> /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>888,668,344</u>

¹³ Tex. Tax Code §26.01(c) and (d)
¹⁴ Tex. Tax Code §26.01(c)
¹⁵ Tex. Tax Code §26.01(d)
¹⁶ Tex. Tax Code §26.012(6)(B)
¹⁷ Tex. Tax Code §26.012(6)
¹⁸ Tex. Tax Code §26.012(17)
¹⁹ Tex. Tax Code §26.012(17)
²⁰ Tex. Tax Code §26.04(c)
²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 1,568,455
31.	<p>Adjusted 2022 levy for calculating NNR M&O rate.</p> <p>A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ 635</p> <p>B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ 0</p> <p>C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0</p> <p>D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 635</p> <p>E. Add Line 30 to 31D.</p>	\$ 1,569,090
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,013,513,804
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.154816 /\$100
34.	<p>Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0.</p> <p>A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p>B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0 /\$100
35.	<p>Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0.</p> <p>A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ 0</p> <p>B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0 /\$100

²² [Reserved for expansion]

²³ Tex. Tax Code §26.044

²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ If not applicable or less than zero, enter 0.	
	A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose.....	\$ 0
	B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose.....	\$ 0
	C. Subtract B from A and divide by Line 32 and multiply by \$100.....	\$ 0 /\$100
	D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.....	\$ 0 /\$100
	E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0 /\$100
37.	Rate adjustment for county hospital expenditures. ²⁶ If not applicable or less than zero, enter 0.	
	A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023.	\$ 0
	B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022.	\$ 0
	C. Subtract B from A and divide by Line 32 and multiply by \$100.....	\$ 0 /\$100
	D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.....	\$ 0 /\$100
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0 /\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.	
	A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year	\$ 0
	B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	\$ 0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0 /\$100
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100
39.	Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.154816 /\$100
40.	Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero.	
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	\$ 289,813
	B. Divide Line 40A by Line 32 and multiply by \$100	\$ 0.028594 /\$100
	C. Add Line 40B to Line 39.	\$ 0.183410 /\$100
41.	2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.189829 /\$100

²⁵ Tex. Tax Code §26.0442

²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<p>Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or</p> <p>2) the third tax year after the tax year in which the disaster occurred</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ 0 /\$100
42.	<p>Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes,</p> <p>(2) are secured by property taxes,</p> <p>(3) are scheduled for payment over a period longer than one year, and</p> <p>(4) are not classified in the taxing unit's budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸</p> <p>Enter debt amount \$ 842,700</p> <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0</p> <p>D. Subtract amount paid from other resources - \$ 0</p> <p>E. Adjusted debt. Subtract B, C and D from A. \$ 842,700</p>	\$ 842,700
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 6,164
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ 836,536
45.	<p>2023 anticipated collection rate.</p> <p>A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ 100.00 %</p> <p>B. Enter the 2022 actual collection rate. 99.44 %</p> <p>C. Enter the 2021 actual collection rate. 99.51 %</p> <p>D. Enter the 2020 actual collection rate. 98.56 %</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹</p>	100.00 %
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 836,536
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,056,485,887
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.079180 /\$100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$ 0.269009 /\$100
D49.	<p>Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ _____ /\$100

²⁷ Tex. Tax Code §26.042(a)
²⁸ Tex. Tax Code §26.012(7)
²⁹ Tex. Tax Code §26.012(10) and 26.04(b)
³⁰ Tex. Tax Code §26.04(b)
³¹ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ 0 /\$100

SECTION 3: NNR Tax Rate and Voter Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 326,028
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,056,485,887
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.030860 /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.236686 /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ 0.236686 /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.269009 /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.238149 /\$100

SECTION 4: Voter Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,056,485,887
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0 /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.238149 /\$100

³² Tex. Tax Code §26.041(d)

³³ Tex. Tax Code §26.041(i)

³⁴ Tex. Tax Code §26.041(d)

³⁵ Tex. Tax Code §26.04(c)

³⁶ Tex. Tax Code §26.04(c)

³⁷ Tex. Tax Code §26.045(d)

³⁸ Tex. Tax Code §26.045(i)

SECTION 5: Voter Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63. Year 3 component.	Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
A.	Voter-approval tax rate \$ <u>0.284143</u> /\$100 As applicable: Line 49, Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control)	
B.	Unused increment rate (Line 66)..... \$ <u>0.007061</u> /\$100	
C.	Subtract B from A \$ <u>0.277082</u> /\$100	
D.	Adopted Tax Rate..... \$ <u>0.270317</u> /\$100	
E.	Subtract D from C..... \$ <u>0.006765</u> /\$100	
64. Year 2 component.	Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
A.	Voter-approval tax rate \$ <u>0.314341</u> /\$100 As applicable: Line 49, Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control)	
B.	Unused increment rate (Line 66)..... \$ <u>0.004796</u> /\$100	
C.	Subtract B from A \$ <u>0.309545</u> /\$100	
D.	Adopted Tax Rate..... \$ <u>0.307280</u> /\$100	
E.	Subtract D from C..... \$ <u>0.002265</u> /\$100	
65. Year 1 component.	Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
A.	Voter-approval tax rate \$ <u>0.324739</u> /\$100 As applicable: Line 47, Line 50 (counties), Line 56 (taxing units with the additional sales tax) or Line 60 (taxing units with pollution control)	
B.	Unused increment rate..... \$ <u>0</u> /\$100	
C.	Subtract B from A \$ <u>0.324739</u> /\$100	
D.	Adopted Tax Rate..... \$ <u>0.319943</u> /\$100	
E.	Subtract D from C..... \$ <u>0.004796</u> /\$100	
66. 2023 unused increment rate.	Add Lines 63E, 64E and 65E.	\$ <u>0.013826</u> /\$100
67. Total 2023 voter-approval tax rate, including the unused increment rate.	Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ <u>0.251975</u> /\$100

³⁹ Tex. Tax Code §26.013(a)
⁴⁰ Tex. Tax Code §26.013(c)
⁴¹ Tex. Tax Code §26.0501(a) and (c)
⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022
⁴³ Tex. Tax Code §26.063(a)(1)
⁴⁴ Tex. Tax Code §26.012(8-a)
⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ 0.154816 /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,056,485,887
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.047326 /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.079180 /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ 0.281322 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.270317 /\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet. - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 /\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ 0 /\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 887,051,748
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ 0
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,013,513,804
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ 0 /\$100

⁴⁶ Tex. Tax Code §26.042(b)

⁴⁷ Tex. Tax Code §26.042(f)

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.251975 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

- No-new-revenue tax rate.** \$ 0.236686 /\$100
 As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
 Indicate the line number used: 26

- Voter-approval tax rate.** \$ 0.251975 /\$100
 As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
 Indicate the line number used: 67

- De minimis rate.** \$ 0.281322 /\$100
 If applicable, enter the 2022 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁰

print here ▶ KRISTI ROGERS
 Printed Name of Taxing Unit Representative

sign here ▶ _____
 Taxing Unit Representative _____
 Date

⁵⁰ Tex. Tax Code §§26.04(c-2) and (d-2)

Notice About 2023 Tax Rates

Property tax rates in TOWN OF HICKORY CREEK.

This notice concerns the 2023 property tax rates for TOWN OF HICKORY CREEK. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate	\$0.236686/\$100
This year's voter-approval tax rate	\$0.251975/\$100

To see the full calculations, please visit for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
GENERAL FUND	6,054,388
DEBT SERVICE FUND	32,455

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
2015 GENERAL OBLIGATION	225,000	90,950	500	316,450
REFUNDING BONDS				
2015 CERTIFICATES OF OBLIGATION	170,000	101,300	500	271,800
2020 CERTIFICATES OF OBLIGATION	155,000	98,950	500	254,450

Total required for 2023 debt service	\$842,700
- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$0
- Excess collections last year	\$6,164
= Total to be paid from taxes in 2023	\$836,536
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2023	\$0
= Total debt levy	\$836,536

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by , on 07/26/2023 .

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

**Town of Hickory Creek
2023-2024 Fiscal Year Proposed Budget July 31, 2023**

	2021-22 FY Actuals	2022-23 FY Actuals as of 6/30/23	2022-23 FY Adopted Budget 8/22/22	2022-23 FY Amended Budget 3/27/23	2023-24 FY Proposed Budget	Variations from 2022-2023 FY Adopted Budget
Ad Valorem Tax Revenue						
4002 M&O	1,463,820.31	1,563,660.74	1,573,408.00	1,573,408.00	1,664,029.00	
4004 M&O Penalties & Interest	6,288.88	6,417.83	2,500.00	4,500.00	2,500.00	
4006 Delinquent M&O	1,147.52	2,713.28	1,000.00	3,000.00	1,000.00	
4008 I&S Debt Service	794,677.23	831,003.30	836,400.00	836,400.00	836,526.00	
4010 I&S Penalties & Interest	3,359.75	2,984.41	1,500.00	2,000.00	1,500.00	
4012 Delinquent I&S	676.04	1,055.54	500.00	2,000.00	500.00	
Total Ad Valorem Tax Revenue	2,269,969.73	2,407,835.10	2,415,308.00	2,421,308.00	2,506,055.00	3.76%
Building Department Revenue						
4102 Building Permits	1,220,342.36	2,845,536.56	550,000.00	1,500,000.00	275,000.00	
4104 Certificate of Occupancy	32,500.00	30,000.00	20,000.00	20,000.00	6,000.00	
4106 Contractor Registration	12,975.00	7,125.00	5,500.00	5,500.00	2,500.00	
4108 Preliminary/ Final Plat	7,375.00	7,650.00	0.00	1,700.00	0.00	
4110 Preliminary/Final Site Plan	35,801.00	13,076.00	0.00	1,700.00	0.00	
4112 Health Inspections	16,100.00	5,060.00	10,000.00	10,000.00	10,000.00	
4122 Septic Permits	2,700.00	850.00	2,200.00	1,100.00	1,100.00	
4124 Sign Permits	1,450.00	800.00	1,000.00	1,000.00	1,000.00	
4126 Special Use Permit	0.00	0.00	200.00	200.00	200.00	
4128 Variance Fee	2,500.00	4,075.00	1,500.00	5,000.00	1,500.00	
4130 Vendor Fee	575.00	0.00	75.00	75.00	75.00	
4132 Alarm Permit Fees	625.00	325.00	500.00	500.00	500.00	
Total Building Department Revenue	1,332,943.36	2,914,497.56	590,975.00	1,546,775.00	297,875.00	-49.60%
Franchise Fee Revenue						
4202 Atmos Energy	65,388.09	89,407.77	65,000.00	65,000.00	22-23 Deletion	
4204 Charter Communications	43,182.77	30,751.73	36,500.00	36,500.00	22-23 Deletion	
4206 Century Link	0.00	0.00	0.00	0.00	22-23 Deletion	
4208 CoServ	5,081.57	5,127.54	4,700.00	4,700.00	22-23 Deletion	
4210 Oncor Electric	132,559.70	143,313.48	138,000.00	142,364.00	22-23 Deletion	
4212 Republic Services	54,593.86	47,057.51	48,000.00	48,000.00	22-23 Deletion	
4214 Electric					155,000.00	
4216 Gas					90,000.00	
4218 Telecom					45,000.00	
4220 Solid Waste					50,000.00	
Total Franchise Fee Revenue	300,805.99	315,658.03	292,200.00	296,564.00	340,000.00	16.36%
Interest Revenue						
4330 General Fund Interest	12.67	18.30	25.00	25.00	25.00	
4332 Investment Interest	80,545.40	368,182.12	10,500.00	185,000.00	60,000.00	
Total Interest Revenue	80,558.07	368,200.42	10,525.00	185,025.00	60,025.00	470.31%
Interlocal Revenue						
4402 Corp Contract Current Year	51,149.52	13,778.40	51,000.00	51,000.00	58,788.00	
Total Interlocal Revenue	51,149.52	13,778.40	51,000.00	51,000.00	58,788.00	15.27%

Town of Hickory Creek

2023-2024 Fiscal Year Proposed Budget July 31, 2023

	2021-22 FY Actuals	2022-23 FY Actuals as of 6/30/23	2022-23 FY Adopted Budget 8/22/22	2022-23 FY Amended Budget 3/27/23	2023-24 FY Proposed Budget	Varitations from 2022-2023 FY Adopted Budget
Miscellaneous Revenue						
4502 Animal Adoption & Impound		20,137.70	6,200.00	7,200.00	18,000.00	
4506 Animal Shelter Donations	2,455.00	990.00	1,500.00	1,500.00	1,000.00	
4508 Annual Park Passes	10,015.60	42,138.00	10,000.00	10,000.00	30,000.00	
4510 Arrowhead Park Fees	46,720.00	38,292.00	36,000.00	36,000.00	40,000.00	
4512 Beer & Wine Permit	60.00	60.00	150.00	150.00	150.00	
4516 Corp Parks Fund Reserve	0.00	0.00	0.00	53,250.00	0.00	
4518 Drug Forfeiture	0.00	-2.00	0.00	0.00	60,000.00	
4520 Drug Seizure	0.00	105,989.60	0.00	0.00	0.00	
4522 EDC Payment/Ronald Reagan	0.00	22-23 Deletion	22-23 Deletion	22-23 Deletion	22-23 Deletion	
4524 Fund Balance Reserve	0.00	0.00	0.00	0.00	2,654,385.00	
4526 Mineral Rights	1,371.18	854.14	1,000.00	1,000.00	1,000.00	
4530 Other Receivables	259,142.52	87,734.90	50,000.00	50,000.00	75,000.00	
4534 PD State Training	1,025.45	1,113.51	0.00	1,114.00	0.00	
4536 Point Vista Park Fees	15,654.00	8,832.00	10,000.00	10,000.00	12,000.00	
4546 Street Improvement Restricted	0.00	0.00	0.00	0.00	0.00	
4550 Sycamore Bend Park Fees	17,229.00	14,707.00	0.00	25,000.00	25,000.00	
4554 Building Security Fund Reserve	0.00	0.00	0.00	0.00	0.00	
4556 Court Technology Fund Reserve	0.00	0.00	0.00	0.00	0.00	
4558 Harbor Lane/Sycamore Bend	28,000.00	8,750.00	8,750.00	8,750.00	0.00	
4560 2020 CO Proceeds	0.00	0.00	3,000,000.00	3,000,000.00	1,100,000.00	
4562 Coronavirus Local Recovery	0.00	0.00	595,240.00	595,240.00	200,000.00	
4564 Task Force Forfeiture	0.00	0.00	0.00	0.00	0.00	
4566 Interlocal Agreements	22-23 Amended Add	173,700.00	22-23 Amended Add	188,700.00	198,135.00	
4568 Opioid Settlements	22-23 Amended Add	5,182.52	22-23 Amended Add	5,200.00	0.00	
Total Miscellaneous Revenue	381,672.75	508,479.37	3,718,840.00	3,993,104.00	4,414,670.00	18.71%
Municipal Court Revenue						
4602 Building Security Fee	17,433.40	11,385.83	18,023.00	18,023.00	18,023.00	
4604 Citations	520,565.74	350,032.31	550,000.00	550,000.00	550,000.00	
4606 Court Technology	14,632.08	9,426.41	15,963.00	15,963.00	15,936.00	
4608 Jury Fee	341.22	221.44	200.00	200.00	200.00	
4610 Truancy Fee	17,059.44	10,939.47	0.00	0.00	0.00	
4612 State Court Costs	278,043.74	182,611.70	311,060.00	311,060.00	311,060.00	
4614 Child Safety Fees	224.16	25.00	800.00	800.00	800.00	
Total Municipal Court Revenue	848,299.78	564,642.16	896,046.00	896,046.00	896,019.00	0.00%
Sales Tax Revenue						
4702 Sales Tax General Fund	1,918,165.53	1,591,494.73	1,872,500.00	1,872,500.00	2,100,000.00	
4706 Sales Tax 4B Corporation	274,023.65	227,356.40	267,500.00	267,500.00	300,000.00	
4708 Sales Tax Mixed Beverage	34,718.11	27,026.02	30,000.00	30,000.00	35,000.00	
4710 Hotel Occupancy Tax	22-23 Amended Add	3,022.12	22-23 Amended Add	3,500.00	0.00	
Total Sales Tax Revenue	2,226,907.29	1,848,899.27	2,170,000.00	2,173,500.00	2,435,000.00	12.21%
Total Revenue	7,492,306.49	8,941,990.31	10,144,894.00	11,563,322.00	11,008,432.00	8.51%

Town of Hickory Creek

2023-2024 Fiscal Year Proposed Budget July 31, 2023

	2021-22 FY Actuals	2022-23 FY Actuals as of 6/30/23	2022-23 FY Adopted Budget 8/22/22	2022-23 FY Amended Budget 3/27/23	2023-24 FY Proposed Budget	Variations from 2022-2023 FY Adopted Budget
Capital Outlay Expense						
5010 Street Maintenance	8,797.08	13,284.95	25,000.00	25,000.00	25,000.00	
5012 Streets & Road Improvement	208,034.82	184,641.31	700,000.00	700,000.00	500,000.00	
5022 Parks and Rec Improvements	0.00	126,171.71	500,000.00	500,000.00	2,340,000.00	
5024 Public Safety Improvements	20,024.50	408,203.81	500,000.00	500,000.00	0.00	
5026 Fleet Vehicles	207,923.33	186,225.42	110,000.00	215,000.00	60,000.00	
5030 Sycamore Bend Construction	1,458,600.39	-45,394.39	1,300,000.00	1,300,000.00	23-24 Deletion	
5030 Broadband Initiative	345,188.75	147,399.53	595,240.00	595,240.00	200,000.00	
5032 Denton County TRIP22 Projects	23-24 Addition	23-24 Addition	23-24 Addition	23-24 Addition	1,100,000.00	
Total Capital Outlay	2,248,568.87	1,020,532.34	3,730,240.00	3,835,240.00	4,225,000.00	13.26%
Debt Service Expense						
5106 2012 Refunding Bond Series	267,120.73	1,295.50	81,648.00	81,648.00	23-24 Deletion	0.00
5110 2015 Refunding Bond Series	308,800.00	49,126.25	307,650.00	307,650.00	316,450.00	
5112 2015 C.O. Series	278,250.00	54,201.25	276,800.00	276,800.00	271,800.00	
5114 2020 C.O. Series	204,950.00	51,476.25	251,950.00	251,950.00	254,450.00	
Total Debt Service	1,059,120.73	156,099.25	918,048.00	918,048.00	842,700.00	-8.21%
General Government Expense						
5202 Bank Service Charges	130.00	135.00	200.00	200.00	200.00	
5204 Books & Subscriptions	268.00	207.00	150.00	300.00	300.00	
5206 Computer Hardware/Software	32,592.58	94,353.05	50,000.00	150,000.00	75,000.00	
5208 Copier Rental	4,305.19	2,531.81	4,200.00	4,200.00	3,600.00	
5210 Dues & Memberships	2,913.02	3,020.25	3,000.00	3,000.00	3,500.00	
5212 EDC Tax Payment	274,048.65	227,364.40	267,500.00	267,500.00	300,000.00	
5214 Election Expenses	45.00	14,908.19	10,500.00	15,000.00	15,000.00	
5216 Volunteer/Staff Events	5,399.03	4,986.67	10,500.00	10,500.00	8,000.00	
5218 General Communications	30,802.57	21,503.28	32,000.00	32,000.00	32,000.00	
5222 Office Supplies & Equip.	3,277.12	1,399.07	5,000.00	4,000.00	3,000.00	
5224 Postage	8,242.94	5,598.47	5,800.00	5,800.00	6,200.00	
5226 Community Cause	26,894.36	2,058.57	3,000.00	3,000.00	3,000.00	
5228 Town Council/Board Expense	7,630.29	5,113.51	9,000.00	11,000.00	10,000.00	
5230 Training & Education	1,475.00	369.15	1,500.00	1,500.00	1,500.00	
5232 Travel Expense	0.00	1,460.17	1,500.00	3,000.00	2,000.00	
5234 Staff Uniforms	925.58	794.09	500.00	800.00	800.00	
5236 Transfer to Reserve	22-23 Amended Add	0.00	22-23 Amended Add	891,364.00	0.00	
Total General Government	398,949.33	385,802.68	404,350.00	1,403,164.00	464,100.00	14.78%
Municipal Court Expense						
5302 Books & Subscriptions	0.00	0.00	75.00	75.00	75.00	
5304 Building Security	1,656.77	39.96	18,023.00	18,023.00	18,023.00	
5312 Court Technology	12,542.07	13,524.88	15,963.00	15,963.00	15,963.00	
5314 Dues & Memberships	205.00	55.00	12.00	150.00	150.00	
5318 Merchant Fees/Credit Cards	281.59	1,848.35	0.00	0.00	2,500.00	
5322 Office Supplies/Equipment	954.97	567.82	1,200.00	750.00	1,000.00	
5324 State Court Costs	269,582.12	195,974.08	311,060.00	311,060.00	311,060.00	
5326 Training & Education	100.00	450.00	100.00	100.00	500.00	
5328 Travel Expense	0.00	47.16	500.00	500.00	500.00	
5332 Warrants Collected	-2,271.31	-397.48	0.00	0.00	2,500.00	
Total Municipal Court	283,051.21	212,109.77	346,933.00	346,621.00	352,271.00	1.54%

**Town of Hickory Creek
2023-2024 Fiscal Year Proposed Budget July 31, 2023**

	2021-22 FY Actuals	2022-23 FY Actuals as of 6/30/23	2022-23 FY Adopted Budget 8/22/22	2022-23 FY Amended Budget 3/27/23	2023-24 FY Proposed Budget	Variations from 2022-2023 FY Adopted Budget
Parks and Recreation Expense						
5402 Events	1,320.84	0.00	2,000.00	2,000.00	1,500.00	
5408 Tanglewood Park	6,300.04	3,818.68	2,000.00	5,000.00	5,000.00	
5412 KHCB	175.00	200.00	500.00	500.00	500.00	
5414 Tree City USA	0.00	228.13	500.00	500.00	500.00	
5416 Town Hall Park	0.00	0.00	0.00	0.00	0.00	
Total Parks and Recreation	7,795.88	4,246.81	5,000.00	8,000.00	7,500.00	50.00%
Parks Corps of Engineer Expense						
5412 Arrowhead	83,172.04	112,247.27	21,750.00	100,000.00	38,500.00	
5414 Harbor Grove	1,589.92	1,819.59	5,000.00	5,000.00	10,000.00	
5416 Point Vista	41,842.95	5,142.93	7,500.00	7,500.00	15,000.00	
5418 Sycamore Bend	15,606.68	15,057.75	21,750.00	21,750.00	43,500.00	
Total Parks Corps of Engineer	142,211.59	134,267.54	56,000.00	134,250.00	107,000.00	91.07%
Personnel Expense						
5502 Administration Wages	483,936.09	308,458.08	497,988.00	413,630.00	435,826.00	
5504 Municipal Court Wages	0.00	56,504.59	22-23 Deletion	84,358.00	87,736.00	
5506 Police Wages	980,205.41	757,201.17	1,109,152.00	1,109,152.00	1,230,354.00	
5507 Police Overtime Wages	19,040.36	27,566.33	15,000.00	25,000.00	20,000.00	
5508 Public Works Wages	204,541.03	193,850.17	216,968.00	273,860.00	275,624.00	
5509 Public Works Overtime Wages	2,876.98	4,797.50	2,500.00	4,500.00	4,500.00	
5510 Health Insurance	265,335.77	210,049.36	282,730.00	291,696.00	255,054.00	
5512 Longevity	12,910.00	14,265.00	14,600.00	14,300.00	13,950.00	
5514 Payroll Expense	25,116.03	20,383.82	22,000.00	22,000.00	25,000.00	
5516 Employment Exams	1,535.40	1,836.75	2,500.00	2,500.00	2,500.00	
5518 Retirement (TMRS)	239,415.66	237,479.56	278,222.00	279,462.00	316,117.00	
5520 Unemployment (TWC)	1,125.22	263.66	2,500.00	2,500.00	2,500.00	
5522 Workman's Compensation	40,538.08	40,155.14	38,500.00	38,766.00	48,996.00	
Total Personnel	2,276,576.03	1,872,811.13	2,482,660.00	2,561,724.00	2,718,157.00	9.49%
Police Department Expense						
5602 Auto Gas & Oil	53,912.00	35,451.24	35,000.00	35,000.00	37,000.00	
5606 Auto Maintenance & Repair	44,581.45	33,332.83	25,000.00	25,000.00	25,000.00	
5610 Books & Subscriptions	575.63	202.00	750.00	750.00	500.00	
5612 Computer Hardware/Software	39,158.87	47,332.90	40,000.00	45,000.00	75,500.00	
5614 Crime Lab Analysis	3,713.71	5,413.03	3,500.00	3,500.00	6,500.00	
5616 Drug Forfeiture	4,839.79	33.00	0.00	0.00	0.00	
5618 Dues & Memberships	0.00	190.00	500.00	500.00	500.00	
5626 Office Supplies/Equipment	2,577.15	2,074.41	1,800.00	1,800.00	2,000.00	
5630 Personnel Equipment	44,386.09	47,927.28	35,000.00	50,000.00	40,000.00	
5634 Travel Expense	2,173.26	406.76	2,500.00	2,500.00	2,000.00	
5636 Uniforms	9,578.22	15,000.98	10,000.00	10,000.00	10,000.00	
5640 Training & Education	11,927.91	4,244.62	8,500.00	8,500.00	8,500.00	
5644 Citizens on Patrol	0.00	0.00	500.00	250.00	250.00	
5646 Community Outreach	948.59	619.92	4,000.00	2,000.00	3,000.00	
5648 K9 Unit	-4,926.73	11,775.73	5,000.00	14,500.00	5,000.00	
5650 Task Force Forfeiture	0.00	0.00	15,000.00	10,000.00	10,000.00	
Total Police Department	213,445.94	204,004.70	187,050.00	209,300.00	225,750.00	20.69%

**Town of Hickory Creek
2023-2024 Fiscal Year Proposed Budget July 31, 2023**

	2021-22 FY Actuals	2022-23 FY Actuals as of 6/30/23	2022-23 FY Adopted Budget 8/22/22	2022-23 FY Amended Budget 3/27/23	2023-24 FY Proposed Budget	Variations from 2022-2023 FY Adopted Budget
Public Works Department Expense						
5702 Animal Control Donation	0.00	0.00	1,500.00	1,500.00	1,000.00	
5704 Animal Control Equipment	0.00	-111.96	500.00	2,000.00	1,000.00	
5706 Animal Control Supplies	580.79	4,663.87	900.00	4,500.00	5,000.00	
5708 Animal Control Vet Fees	9,851.73	9,447.15	12,500.00	15,000.00	15,000.00	
5710 Auto Gas & Oil	20,285.60	14,409.92	20,000.00	20,000.00	20,000.00	
5714 Auto Maintenance/Repair	10,620.38	14,251.94	7,000.00	10,000.00	10,000.00	
5716 Beautification	2,319.27	4,011.33	45,000.00	145,000.00	150,000.00	
5718 Computer Hardware/Software	0.00	5,596.73	1,000.00	1,000.00	2,000.00	
5720 Dues & Memberships	0.00	100.00	350.00	350.00	350.00	
5722 Equipment	27,421.66	0.00	5,000.00	5,000.00	5,000.00	
5724 Equipment Maintenance	4,200.17	2,538.21	6,000.00	6,000.00	4,000.00	
5726 Equipment Rental	110.00	330.00	1,500.00	1,500.00	1,000.00	
5728 Equipment Supplies	5,136.61	3,425.95	5,000.00	5,000.00	5,000.00	
5732 Office Supplies/Equipment	514.09	1,017.07	500.00	500.00	800.00	
5734 Communications	3,779.47	2,939.81	3,800.00	3,800.00	3,800.00	
5738 Training	1,089.00	594.15	800.00	800.00	800.00	
5740 Travel Expense	806.00	2,266.10	1,000.00	3,000.00	3,000.00	
5742 Uniforms	2,791.99	2,272.58	2,500.00	2,500.00	2,800.00	
5748 Landscaping Services	59,929.51	39,355.40	90,000.00	90,000.00	90,000.00	
Total Public Works Department	149,436.27	107,108.25	204,850.00	317,450.00	320,550.00	56.48%
Services Expense						
5802 Appraisal District	13,363.16	10,413.78	15,375.00	14,000.00	17,500.00	
5804 Attorney Fees	70,397.73	33,611.10	60,000.00	60,000.00	60,000.00	
5806 Audit	14,000.00	15,000.00	14,000.00	15,000.00	15,000.00	
5808 Codification	2,718.99	0.00	2,000.00	2,000.00	2,000.00	
5812 Document Management	0.00	1,235.00	750.00	750.00	750.00	
5814 Engineering	62,412.30	141,228.97	175,000.00	175,000.00	175,000.00	
5816 General Insurance	38,410.12	43,717.80	44,000.00	43,718.00	50,276.00	
5818 Inspections	101,555.00	56,710.00	75,000.00	75,000.00	32,500.00	
5820 Fire Service	972,692.00	970,692.00	970,692.00	970,692.00	970,692.00	
5822 Legal Notices/Advertising	1,730.90	3,673.60	2,500.00	3,500.00	4,000.00	
5824 Library Services	1,537.50	929.00	850.00	850.00	1,200.00	
5826 Municipal Judge	13,800.00	10,356.00	13,800.00	13,800.00	13,800.00	
5828 Printing	1,660.22	2,215.10	1,500.00	2,500.00	2,500.00	
5830 Tax Collection	2,599.00	2,851.00	2,700.00	3,000.00	3,000.00	
5832 Computer Technical Support	42,081.20	42,081.20	42,082.00	42,082.00	45,000.00	
5838 Denton County Children's Advocacy	0.00	0.00	3,400.00	3,400.00	7,228.00	
5840 Denton County Dispatch	30,808.00	0.00	29,383.00	29,383.00	38,508.00	
5844 Helping Hands	0.00	0.00	200.00	200.00	200.00	
5846 Span Transit Services	200.00	0.00	200.00	200.00	5,000.00	
5848 Recording Fees	22-23 Amended Add	513.50	22-23 Amended Add	500.00	750.00	
Total Services	1,369,966.12	1,335,228.05	1,453,432.00	1,455,575.00	1,444,904.00	-0.59%

**Town of Hickory Creek
2023-2024 Fiscal Year Proposed Budget July 31, 2023**

Special Events	2021-22 FY Actuals	2022-23 FY Actuals as of 6/30/23	2022-23 FY Adopted Budget 8/22/22	2022-23 FY Amended Budget 3/27/23	2023-24 FY Proposed Budget	Variations from 2022-2023 FY Adopted Budget
6004 Fourth of July Celebration	8,131.90	22-23 Deletion	22-23 Deletion	22-23 Deletion		
6008 Tree Lighting	7,299.22	22-23 Deletion	22-23 Deletion	22-23 Deletion		
6010 Arts and Culture	0.00	22-23 Deletion	22-23 Deletion	22-23 Deletion		
6012 Special Events	0.00	8,224.36	30,000.00	30,000.00	30,000.00	
Total Special Events	15,431.12	8,224.36	30,000.00	30,000.00	30,000.00	0.00%
Utilities & Maintenance Expense						
5902 Bldg. Maintenance/Supplies	223,316.62	104,043.08	207,381.00	225,000.00	150,000.00	
5904 Electric	20,149.32	21,751.63	27,000.00	27,000.00	27,000.00	
5906 Gas	2,085.99	2,125.69	1,950.00	1,950.00	2,500.00	
5908 Street Lighting	39,839.97	30,698.25	40,000.00	40,000.00	40,000.00	
5910 Telecom	37,416.79	31,429.46	35,000.00	35,000.00	35,000.00	
5912 Water	22,027.63	13,336.05	15,000.00	15,000.00	16,000.00	
Total Utilities & Maintenance	344,836.32	203,384.16	326,331.00	343,950.00	270,500.00	-17.11%
Total Expense	8,509,389.41	5,643,819.04	10,144,894.00	11,563,322.00	11,008,432.00	8.51%
Net Ordinary Income	(1,017,082.92)	3,298,171.27	0.00	0.00	0.00	

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0731-___**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE 2023-2024 FISCAL YEAR PROPOSED BUDGET; SETTING A DATE, TIME AND PLACE TO ADOPT THE BUDGET.

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

WHEREAS, the Town Council shall hold a public hearing on the 2023-2024 Fiscal Year Budget in accordance with Texas Local Government Code § 102.006 (a); and

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

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

Section 1: On the 28th day of August 2023, at 6:00 p.m. the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the 2023-2024 Fiscal Year Proposed Budget in the Town Council Chambers of the Town Hall of the Town of Hickory Creek, Texas.

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

Section 3: The Town Council hereby approves the placement of an item on the August 28, 2023 Town Council regular meeting agenda to vote to adopt the 2023-2024 Fiscal Year Budget.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 31st day of July, 2023.

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

June 27, 2023
P46119

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

Attention: Mr. John Smith, Town Administrator

Re: Pratt Property Interpretive Trail Master Plan

Dear Mr. Smith:

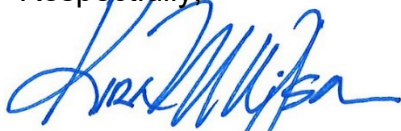
Halff is pleased to present the following scope and fee proposal to provide trail master planning services for the Town of Hickory Creek's Pratt Property.

The Master Planning exhibits in this proposal include the following:

- Exhibit A, the Scope of Services
- Exhibit B, the Basis of Compensation
- Exhibit C, the Exclusions

The compensation identified in this proposal will be honored for up to 45 days from the date of this proposal. We look forward to working with you on this very important project.

Respectfully,

A handwritten signature in blue ink, appearing to read "Kirk M. Wilson".

Kirk M. Wilson, PLA
Director of Landscape Architecture and Planning

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EXHIBIT 'A'



SCOPE OF SERVICES
PRATT PROPERTY INTERPRATIVE TRAIL MASTER PLAN
Hickory Creek, Texas

PURPOSE

The purpose of this project is for the CONSULTANT, Halff, Inc. to prepare an Interpretive Trail Master Plan for the Pratt Property, which is a 15+ acre tract on the east side of Sycamore Bend Park on Lake Lewisville for the CLIENT, the Town of Hickory Creek, Texas.

The intent of this project will be to create a master plan that addresses the vision, goals, and development of the Pratt Property with an Interpretive Trail, creating opportunities for the placement of educational signage, points of interest, and an Observatory amenity for the residents of Hickory Creek. The purpose of the interpretive trail master plan is to create a vision that will encourage buy-in and support from the citizens, Parks Board, Staff, and other stakeholders.

SCOPE – BASIC SERVICES (LUMP SUM)

TASK 001 - PROJECT INITIATION AND PREPARATION

A. PROJECT KICKOFF MEETING

CONSULTANT will arrange a kick-off meeting in Hickory Creek with appropriate CLIENT staff. Key Planning and Design Team members from CONSULTANT will attend. This meeting will focus on the following pre-planning and design objectives:

- **Introduction.** The CLIENT and the CONSULTANT'S primary planning and design team leaders will become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants.
- **Review of Key Issues.** Key significant issues to be addressed during the course of the work will be reviewed with Town staff and team members.
- **Schedule.** Review project schedule and establish key milestone dates.
- **Information exchange.** Discuss documentation needs of the CONSULTANT. This will give the CLIENT an opportunity to provide information or to provide the CONSULTANT team guidance in the securing of information not readily available at the time of the meeting.

Meeting Notes. CONSULTANT will prepare meeting notes to record items discussed at this meeting and will deliver these notes to the CLIENT.

Product: CONSULTANT shall prepare meeting agenda, initial maps, to aid discussion, and meeting notes.

Total number of meetings: one (1) meeting

Items Provided by CLIENT: CLIENT shall recommend staff to attend, place of meeting, provide data as required to begin the planning process.

Deliverables:

- PDF Digital copy of meeting notes

B. REVIEW OF RELEVANT DOCUMENTS AND STUDIES

CONSULTANT shall review reports, studies and documents that are relevant to the interpretative trail master planning of the Pratt Property. This will include:

- Available Hydrology and Hydraulics data (sources include the Army Corps of Engineers and CLIENT GIS)
- Available surface and sub-surface utilities
- Available environmental studies and reports, if any
- The existing Sycamore Bend Park development plans
- Zoning and Land Use Map
- Property line information from Denton County Appraisal District

Product: CONSULTANT shall review the relevant studies and reports.

Total number of meetings: None

Items Provided by CLIENT: CLIENT shall provide one copy of all relevant reports and documents.

C. SITE BASE

- CONSUTLANT will perform detailed topographical surveying of the area surrounding the project site. The survey will be based on the Texas State Plane Coordinate System 4202 North Central Texas Datum. The survey will include the following:
 - Horizontal and Vertical Control Points will be established such that all points of construction will be within five hundred (500') feet of a control point.
 - Topographic features will be surveyed along with any and all features needed for design within the property boundary Ground surface contours at an interval of one (01) foot supplemented by appropriate spot elevations accurate to one tenth (0.1') foot elevation.
 - Tie existing trees six (6") inch caliper and larger.
 - Existing surface utility and appurtenance as needed.
 - Existing drainage and utility information as seen on the surface
 - Existing property corners, iron pins, etc. will be tied if determined they are within the limits of the site improvements or visibly located during the survey

Product: CONSULTANT shall prepare a base plan of the Pratt Property using the topographic survey overlaid onto of an google map or near map aerial photo of the site

Total number of meetings: None

Items Provided by CLIENT: Provision of all relevant data identified in Item B above.

Deliverables:

- Digital PDF copy of the site base

D. REVIEW OF NATURAL RESOURCES:

CONSULTANT will conduct a site review to identify the main features of the Pratt Property's major ecological zones: wetlands and open water features, riparian forest, upland forest, and grass-dominated areas. Photographs will be taken to record items observed during the site review. Based on the information gathered during the site review the CONSULTANT will provide the following:

- A site analysis map that identifies the opportunities and constraints that will impact development of the site with an interpretative trail and observatory.
- A field report that documents what was observed during the site review. Field report will include photographs of significant site features. Field report will also include notes regarding dominant species, habitat condition, and night sky position for best location of observatory.

Product: CONSULTANT will perform the site review and include the results in the draft Master Plan.

Number of meetings: None.

Items Provided by the CLIENT: CLIENT will provide CONSULTANT with authorization to access to the Pratt Property, as necessary, to complete a site inventory.

Deliverables:

- Digital PDF copy of the site analysis plan
- Digital PDF copy of the field report

TASK 002 – TRAIL MASTER PLANNING

A. GOALS WORK SESSION

CONSULTANT will meet with the CLIENT Team to conduct a 1-hour Goals work session. The CLIENT Team will consist of CLIENT approved staff or other approved stakeholders. CONSULTANT will work with the CLIENT Team to:

- Develop and establish a common vision for the Pratt Property Interpretative Trail.
- Develop goals that will help guide decision making about the trail alignment.
- Develop goals and program items for Observatory
- Notes will be taken by the CONSULTANT to record items discussed and decisions made during this work session.

Products: CONSULTANT shall provide the Site Base, Site Analysis Plan and Field Report as background information for this Goals Work Session.

Total number of meetings: One (1) Goals Work Session.

Items Provided by the CLIENT: The CLIENT shall make recommendations for persons to be included in the Goals Work Session (including the Advisory Committee members); establish the location and time for the work session meetings; issue invitation to the work session; and attend work session as desired or appropriate.

Deliverables:

- Digital PDF copy of the goals work session meeting notes.

B. OBSERVATORY RESEARCH

CONSULTANT will research observatory design and layout to familiarize themselves with the most effective way to locate an observatory on the site. A report will be prepared that documents the results of this research.

Products: CONSULTANT will gather observatory research documents.

Total number of meetings: None

Items Provided by the CLIENT: Information on the donated UNT telescope.

Deliverables:

- Digital PDF copy of the observatory research report.

C. MASTER PLAN

A. Using the Site Base, Site Analysis Plan, the Field Report, the Observatory Research report and the decisions made during the Goals Work Session, CONSULTANT will prepare a draft interpretative trail master plan that identifies the following:

- .
- Parking Lot
- Trailhead
- Bathroom and other amenities (benches, trash receptacles, picnic tables, etc.)
- Trail alignment
- Location of Observatory
- Points of interest for interpretation and education

B. An Opinion of Probable Costs will be prepared to accompany the draft master plan.

C. A draft master plan meeting will be held with the CLIENT to review the draft master plan. Meeting notes will be prepared by the CONSULTANT to record items discussed and decisions made during this review meeting.

D. Based on the results of the draft master plan review meeting the master plan and the opinion of probable construction cost will be revised. A two-dimensional color rendering of the final master plan will be prepared by the CONSULTANT.

Products: CONSULTANT shall prepare a draft and final interpretive trail master plan.

Total number of meetings: Two (2) meetings with staff

Items Provided by the CLIENT: The CLIENT shall review the draft and final Master Plan.

Deliverables:

- Two (02) hard copies of the draft master plan
- Digital PDF copy of the draft master plan and opinion of probable construction cost
- Hard copy of the final master plan and color rendered final master plan
- Digital PDF copy of the final master plan, color rendered master plan and updated opinion of probable construction cost

TASK 003 – REIMBURSABLE EXPENSES

Reimbursable Expenses shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans, presentation boards, graphic boards and similar incidentals.

PROJECT SCHEDULE

CONSULTANT proposes the following project schedule. This schedule is based on previous projects and may accelerate or extend as necessary to accommodate CLIENT review and internal schedules.

Task	Number of Days	Completion Date
Scope & Fee with Notice-to-Proceed	30 days	October 2023
Task 1 – Project Initiation and Preparation	30 days	November 2023
Task 2 – Master Plan	60 days	January 2024

END OF SCOPE OF SERVICES

EXHIBIT 'B'
BASIS OF COMPENSATION
PRATT PROPERTY INTERPRATIVE TRAIL MASTER PLAN
Hickory Creek, Texas

Basic Services, as described in Attachment 'A' will be provided for a total lump sum fee of \$30,000.00. The overall fee total shown will not be exceeded without prior written authorization by the CLIENT.

Payment for total services as described in Attachment 'A' will be invoiced to the CLIENT monthly, based upon a percentage of completed tasks. Below is a cost breakdown of the Services:

BASIC SERVICES

TASK 001 - PROJECT INITIATION AND PREPARATION	\$	10,000.00
TASK 002 - MASTER PLANNING	\$	19,500.00
TASK 003 – REIMBURSABLE EXPENSES	\$	500.00
PROJECT GRAND TOTAL	\$	30,000.00

END OF BASIS OF COMPENSATION

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EXHIBIT 'C'
EXCLUSIONS
PRATT PROPERTY INTERPRATIVE TRAIL MASTER PLAN

Hickory Creek, Texas

Additional services, not included in the Scope of Services, will be negotiated with the CLIENT as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate. Items that are considered additional services include:

1. Threatened and Endangered species report,
2. Interpretive trail sign, information, and graphics,
3. Master Planning of areas outside the limits of the project site,
4. Additions to the project scope or budget that causes additional planning work,
5. Public meetings or workshops,
6. Any additional work not specifically included in the above scope of services
7. Revisions to master plan requested by the CLIENT after the master plan is approved, unless necessitated by discrepancy in plans,
8. Permit fees, filing fees, pro-rated fees, impact fees and taxes, and any federal, and/or state regulatory agency review fees,
9. Preparation of construction drawings
10. Design of gas, telephone, or other utility improvements,
11. Printing of drawings, specifications, and contract documents except as noted herein,
12. Graphic products except as noted in herein,
13. Design of utilities or other improvements outside of the project boundary,
14. Quality control and material testing services during construction except for submittal reviews,
15. Environmental services,
16. Traffic engineering report or studies,
17. Construction staking,
18. Design of existing utility relocations or modifications,
19. Negotiations/agreements with adjacent property owners,
20. Plat preparation,
21. HEC-1 Analysis or flood studies on site,
22. Preparation of Environmental Impact Statements or Investigation Reports for the project site,
23. This scope does not include effort specifically for regulatory submittals including, but not limited to, Section 404 permitting, CLOMR, LOMR, or Floodplain Development Permit. In the event any of these efforts are warranted, we will request these as Additional Services.
24. Boundary survey.

END OF EXCLUSIONS

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PO BOX 102
 Paradise, Texas 76073
 817-771-8086

Quotation

DATE June 7, 2023
Quotation # 63966
Customer ID 21322

Bill To:
 Hickory Creek Town Hall and Police Facility
 1075 Ronald Reagan Avenue
 Hickory Creek, TX 75065

Quotation valid until: June 17, 2023
Prepared by: C. Wilson

Comments or special instructions:

Quote valid for 30 days. Due to building design the building would need to be 100% unoccupied during all spray operations and 24 hours afterwards without an approved respirator.

Description	AMOUNT
Install Open Cell Spray Foam Insulation @ 6" average on roofline. R22	\$59,183.70
Option to upgrade to 8" average open cell spray foam insulation on roofline. R25	\$15,600.00
Install DC315 Fire Retardant Intumescent Coating on installed foam insulation.	\$35,420.00
Install Open Cell Spray Foam Insulation @ 6" average to attic wall area and remove existing insulation. R22	\$38,500.00
TOTAL	\$148,703.70

If you have any questions concerning this quotation, contact Adam Iglesias, 817-771-8086, Adam@3afoam.com

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____

WE LOOK FORWARD TO WORKING WITH YOU ON THIS PROJECT!

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. This proposal is for the installation of thermal insulation only, unless otherwise specified. Any additional steps or products that are required to satisfy local building code will be done at the expense of the general contractor or building owner. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.



iFOAM - McKinney
 901 N McDonald St Suite 901
 McKinney Texas 75069
 210-310-8234
 ifoam106@ifoam.com

Estimate 7266161
Job 7265777
Estimate Date 5/2/2023
Customer PO

Billing Address

John Smith
 1075 Ronald Reagan Avenue
 Hickory Crrek, TX 75065 USA

Job Address

John Smith
 1075 Ronald Reagan Avenue
 Hickory Crrek, TX 75065 USA

Estimate Details

Commercial - Open Cell Spray Foam 6 inches on drop ceiling floor and remove all of the fiber glass batts (Estimate): Job Details (Total Coverage Area) Approximate Sq/Ft: 7800 sq ft of spraying open cell foam including open cell foam on the false wall around the court room.

Average Foam Thickness ("): 6 inches

Area(s) of Install: drop ceiling floor except the courtroom and entryway

(Y/N) Removal of Existing Insulation: yes, fiber glass batts
 2.5 sets of open cell

All Prep and Cleanup Work Included.
 Pricing Valid For 30 days Beyond Estimate Receipt.

- Ready to Get Started? -
 30% Deposit - Required to Schedule Your Install Date.
 Remaining Project Balance Due Upon Completion of Work.
 We accept cash, check, and card payments.

Task #	Description	Quantity	Your Price	Your Total
Comm - Open Cell Foam	Open Cell Spray Foam	1.00	\$18,500.00	\$18,500.00
			Sub-Total	\$18,500.00
			Tax	\$0.00
			Total	\$18,500.00

Thank you for choosing iFOAM!

This Service Agreement, including the additional Terms and Conditions thereto and any agreement executed in writing pursuant hereto (this "Agreement"), is entered into on the date set forth below, by and between iFoam ("Company"), and the property owner(s) or property owner's representative(s) set forth below ("Customer"), for the purpose of engaging Company to install insulation products pursuant to this Agreement (the "Work").

Company, iFOAM, proposes to perform the Work for a total sum of: (i) the estimated cost of \$18,500.00 as outlined above; and (ii) any Additional Costs (defined in the Terms and Conditions) (collectively, the "Agreed Price"). The Agreed Price shall be payable to Company from Customer as follows: (i) Down Payment in the amount of 30% of the "Estimated Total Cost" due upon execution of this Agreement; (ii) Final Payment in the amount of 70% of the "Estimated Total Cost", plus any Additional Costs, due upon completion of the Work.

Customer agrees to make all payments under this Agreement, including the Work and Additional Costs directly to Company.

Customer's signature signifies acceptance of all Terms and Conditions of this Agreement, including the additional Terms and Conditions contained herein.

By signing this Agreement you agree that you have also been provided notice of these rights to cancel orally in addition to the writing contained herein.

Print Name: _____ Date: _____

Signature: _____

ADDITIONAL TERMS AND CONDITIONS

1. **Company Work; Contractor.** Customer hereby authorizes Company to perform the Work on Customer's property under this Agreement. Company agrees to perform the Work, for the Agreed Price. Customer acknowledges that Company is an independent contractor and may be entitled to certain compensation of overhead and profit, and other payments under this Agreement, as allowed by applicable state standards.
2. **Agreed Price. The Agreed Price includes: (i) Estimated Total Cost (as set forth above); plus (ii) the following additional costs, fees, and expenses: (a) upgrades, improvements, materials, or labor outside the scope of Work, if requested by Customer; (b) any additional costs, expenses, or fees for repairs, materials, or labor, known or unknown at the time of the performance of Work, that are necessary to complete the Work as required by local building codes; and/or documented price increases of the Work, such as labor, materials, and products; pursuant to a change order for Work; or as incurred by Company in the event Work is stopped and/or resumed.**
3. **Labor; Materials; Equipment; Storage; Ownership.** Company agrees to furnish all permits, labor, equipment, products and other materials to complete the Work. All products and materials provided by Company will be standard stock products and materials, unless otherwise specified, subject to availability and substitution for substantially equivalent products and materials in the Company's sole discretion. Company agrees to use best efforts to match Customer's existing products and materials within reasonable tolerance as to color and design. Customer recognizes and accepts that Company may be required install Work out of level in order to match existing conditions.
4. **Customer Property; Access.** Customer agrees to provide Company access to Customer's property during standard working hours and as required for completion of the Work. Customer agrees that Customer's telephone, electricity and water will be made available to Company's personnel during the course of the work. Customer will also furnish, at Customer's expense, single phase, 220-volt, 50-amp electrical service. Except as expressly provided herein, Company shall not be responsible or liable for the protection of, or damage to, Customer's property. Customer shall manage and be responsible for the protection of all Customer property, including automobiles, exposed to potential damage by Company's Work. Customer shall remove, store and/or protect all Customer property during Company's Work as reasonable or necessary for the performance of the Work. Customer acknowledges and agrees that the Work may require that heavy materials, trucks, or other equipment or supplies be placed on Customer's property, and that Customer shall be solely responsible for and agrees to hold Company harmless for any damage to Customer's property, including, but not limited to, driveways, walkways, or lawns, which may be caused thereby. Company shall not be responsible for damages of any kind to any area of Customer's property upon which Company's Work has not been completed, nor to any person, including Customer, for damages of any kind occurring after the Work is complete.
5. **Completion of Work; Delay.** Completion of Work shall be the date on which Company's Work is substantially complete (as distinguished from the date of Customer's acceptance thereof) or the date of Company's last item of Work at the property, whichever is earlier. Company shall not be responsible if any interruption of Company's work results from Customer's failure to provide reasonable access or due to the acts or negligence of others not under Company's direction. Company shall not be responsible for damages arising from delay due to inclement weather, strikes, fires, accidents, delays in shipments or delivery of materials, or any causes beyond Company's reasonable control.
6. **Past Due Amounts; Collection Costs.** Customer agrees to pay a service charge of eighteen percent (18%) per annum or the maximum amount allowed by law, whichever is less, on all balances thirty (30) days or more past due. Customer agrees to pay for all costs, fees, and expenses, including reasonable attorneys' fees, incurred by Company in the performance or enforcement of this Agreement, including collection of Customer's past due account. Returned checks will be assessed a \$25.00 processing fee. Credit cards on file will be processed after completion of the Work.
7. **Customer Failure to Authorize Work; LIQUIDATED DAMAGES.** If Customer fails to authorize and/or grant access to Company to commence such Work on the date of scheduled performance of the Work, then Customer shall pay Company twenty percent (20%) of Final Payment (the "Liquidated Damages"). The parties hereby expressly agree that the actual harm caused by Customer's breach would be impossible or very difficult to estimate at the time of entering into this Agreement and that the Liquidated Damages represents the parties' reasonable estimation of damages, losses, and expenses, incurred by Company (which may include Company time, involvement, expertise, burden, and expense, in assisting Customer with the assessment and documentation of damage to Customer's property, and in the preparation, coordination, and engagement of the performance of Work under this Agreement. The parties expressly acknowledge and agree that the Liquidated Damages are established and agreed upon in advance as a fair and equitable amount reasonably estimated to cover damages, losses, or expenses incurred by Company for Customer's failure to authorize or grant access to Company to perform the Work, and not as a penalty.
8. **Customer Payment; Failure to Pay.** Customer shall be obligated and responsible for all payments to Company under this Agreement. Customer's failure to make prompt payment of any kind when due shall entitle Company, upon forty-eight (48) hours written notice, to stop Work without penalty of any kind whatsoever. In the event Customer does not remit payment for any or all of the Work, any individual line item, or any trade, service, material, product, or other expense reasonable or necessary to perform the Work, Customer shall release Company of its obligations for the performance of that component of Work or acts associated with such expense.
9. **Insurance.** Customer acknowledges and understands that Company does not work for an insurance company, and that Customer may authorize Company to perform the Work under this Agreement in Customer's sole discretion. Company and its authorized representatives are not engaged in or hold themselves out as public adjusters. Company makes no representations or warranties regarding insurance, Customer's insurance coverage, or any insurance claim of Customer whatsoever related to the Work, this Agreement, or otherwise.
10. **Hazardous Materials; Mold.** Nothing contained in this Agreement shall be construed to require Company to determine the presence or absence of any hazardous materials, including any asbestos-containing materials or mold, affecting the property or Work, or to require Company to remove, transport, dispose of, clean, remediate, use, handle, or protect such materials, including, but not limited to mold abatement, removal, disposal, or cleaning. Customer agrees to pay, as an additional cost, all costs, fees, and expenses related to any abatement, removal, cleaning, remediation, disposal, transportation, or otherwise handling of any hazardous materials, including asbestos-containing materials and mold, by Company, if undertaken by the Company in its discretion. In the event that Company learns of the presence of any hazardous materials on Customer's property, Company reserves the right to immediately stop Work and, at Company's discretion, execute a change order with Customer for such additional repairs, labor, or materials as may be required to perform the original scope of Work. Customer hereby waives and disclaims any claims against Company arising out any loss, damage or injury resulting therefrom and acknowledges that Company shall have no liability or responsibility with respect to the same. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, AGAINST LIABILITY, LOSS, DAMAGE, OR EXPENSE BY REASON OF ANY CLAIMS, DEMANDS, SUITS OR JUDGMENTS ARISING OUT OF OR RELATED TO THE CONDITION OR ALLEGED CONDITION OF THE PROPERTY OR ANY EXISTING IMPROVEMENTS, FIXTURES OR APPURTENANCES THEREON, INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ANY LATENT DEFECTS OR TOXIC OR HAZARDOUS MATERIALS.**
11. **Concealed or Unknown Conditions.** Company shall not be responsible for any concealed or unknown conditions at the site of the Work, and Company shall be entitled to equitable compensation for any increased cost of performing the Work and an equitable extension of the time required to perform the Work arising out of or related to any such differing site conditions encountered, or any other cause beyond Company's reasonable control.
12. **Liability; Limitations; Indemnification.** Company shall not be liable for, and accepts no liability to indemnify or hold Customer harmless for, any claims or damages to persons or property, except: (i) as expressly provided herein; and (ii) to the extent that such damage occurs during performance of Company's Work and are the direct result of Company's error or omission. Company shall not be liable for damage or loss, of any kind, caused in whole or in part by: (i) the acts, errors, or omissions of other parties, trades or contractors; (ii) any rework required to be performed by Company as a result of the acts, omissions, or errors of other parties, trades, or contractors; or (iii) lightning, winds, hailstorms, ice damage, ice dams (caused by thawing and freezing of ice, water or snow), hurricanes, tornados, floods, earthquakes or other unusual phenomena of the elements; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; stoppage of roof drains and gutters; insects; rodents or other animals; or fire. In no event shall Company be liable or responsible for damage or loss, of any kind; (i) for any electrical, cable, HVAC, mechanical, or plumbing lines or equipment on Customer's property; (ii) for the functionality of satellite dishes or solar panels; or (iii) for any slight scratching or denting of gutters; oil droplets in driveways; damage to flowers or landscaping, or minor broken branches on trees, plants or shrubbery; damage to sprinkler systems, driveways, walkways, lawns; or debris, such as nails or trash, on Customer's property. **CUSTOMER'S MAXIMUM RECOURSE SHALL BE, AND COMPANY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT COMPANY BILLED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, CHARGES, OR DEMANDS, THAT RISE OUT OF, PERTAIN TO, OR RELATE TO COMPANY'S PERFORMANCE OF THIS AGREEMENT OR THE WORK.** Customer acknowledges, understands, and agrees that Company shall not be liable for any modifications, alterations, additions, or otherwise actions or omissions of Customer or any third party, to or upon the Products, or otherwise related to the Work. Notwithstanding anything to the contrary contained elsewhere herein, neither party shall be liable to the other for any consequential, special, incidental, indirect or punitive damages of any kind or character, including, but not limited to, loss of use, loss of profit, loss of anticipated profit, loss of bargain, loss of revenue or loss of product or production, however arising under this Agreement or as a result of, relating to or in connection with the performance of Work under this Agreement and the parties' performance of the obligations hereunder, and no such claim shall be made by any party against the

other regardless of whether such claim is based or claimed to be based on negligence (including sole, joint, active, passive, or concurrent negligence, but excluding gross negligence), fault, breach of warranty, breach of agreement, breach of contract, statute, strict liability or any other theory of liability whatsoever.

13. **Warranties.** Customer acknowledges and agrees with the warranty limitations set forth in this Agreement. Customer understands and acknowledges that Company does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials, products, or labor not originally provided by Company. A written limited warranty is offered on workmanship and products or other materials provided pursuant to this Agreement on the terms and conditions reflected in the written limited warranty materials provided or made available to Customer. Company shall not be liable for, and Customer agrees to hold Company harmless for, any latent defects in any products or materials supplied to Customer under this Agreement. Any warranty provided under this Agreement shall not include the cost to abate, remove, clean, remediate, dispose, transport, use, or handle any hazardous substance, including asbestos or mold, that may be found on Customer's property in the future. If Company is not paid in full in accordance with this Agreement, all such warranties shall immediately be null and void.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES NOT SPECIFICALLY CONTAINED HEREIN, EXPRESS OR IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO THE WARRANTY FOR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND CUSTOMER WAIVES ALL CLAIMS.

14. PRE-LIEN NOTICE. COMPANY HEREBY PROVIDES NOTICE THAT ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR SUCH CONTRIBUTIONS, LABOR OR MATERIALS.

Upon default in payment, a lien will be placed on the property and charges will be added from the date of substantial completion at the maximum rate allowed by law.

15. **Further Assurances.** Customer and Company agree to execute and deliver such additional documents and to take such other actions and do such other things as may be necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

16. **Waiver of Subrogation.** Customer and Company waive all rights against each other and any of their respective subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement, or other property insurance applicable to the Property, except such rights as they have to the proceeds of such insurance held by the Customer as fiduciary.

17. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to all of the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral between the parties concerning such subject matter. **ANY REPRESENTATION, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN IN THIS AGREEMENT, OR MADE IN ANY WRITING PURSUANT THERETO, ARE AGREED TO BE INVALID AND NOT RELIED ON BY EITHER PARTY AND SHALL NOT SURVIVE THE EXECUTION OF THIS AGREEMENT.** Customer shall not assign this Agreement without the prior written consent of Company. Except as provided herein, this Agreement cannot be cancelled, terminated, or amended without written mutual consent of both parties. This Agreement shall be governed by the laws of the State in which performance of the Work takes place. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or pursuant to any other agreement between the parties. Company and Customer intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable, or if such provision cannot be reformed by the court, such provision shall be deemed separate and severable from the Agreement and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions of the Agreement.

18. **Optional Maintenance Plan.** Company may provide a maintenance plan for the Work to Customer, if elected by Customer, as more fully set forth on Exhibit A, attached hereto.

19. Dispute Resolution

19.1. **Mediation:** All disputes or claims by and between Company and Customer arising out of or in connection with this Agreement shall be submitted to non-binding mediation, as a condition precedent, to the institution of arbitration. Mediation shall be initiated by making written demand on the other party to this Agreement. In the event the parties are unable to agree upon the selection of a mediator, the parties agree to submit and have the mediation administered by American Arbitration Association ("AAA"). The parties agree to share the cost and expense of mediation (including the mediator's fee) equally. The mediation shall be conducted in or near where the property is located unless otherwise agreed to by the parties. Any settlement agreement entered by and between the parties in mediation shall be binding and enforceable against each party.

19.2. **Arbitration:** The parties irrevocably agree that any claim and/or dispute arising in connection with this Agreement shall be resolved by arbitration, the same to be administered by the AAA (Construction Industry Arbitration Rules). Judgment on the award rendered by the arbitrator(s) may be entered in any one or more courts having jurisdiction thereof, including, but not limited to, a court of appropriate jurisdiction located in the State and County where the Property is located, as well as a court of appropriate jurisdiction located in any State and County where the Client conducts business. The prevailing party in any dispute or controversy arising out of or in connection with this Service Agreement shall be entitled to recover its reasonable attorneys' fees and costs (including all taxable costs and expert witness fees). Notwithstanding anything contained herein, in addition to any remedies it may have, Company shall have the right to file for, establish and/or enforce a Mechanic's Lien at any time prior, during or after the conclusion of any arbitration proceedings and to stay the same during the pendency of the arbitration proceedings. The filing by Company to establish and enforce a Mechanic's Lien shall not be deemed to be a waiver of the right to arbitration. In addition to any other powers conferred pursuant to the rules, the arbitrator(s) shall have the power to determine the right to the establishment and enforcement of a Mechanic's Lien.

20. **Execution and Authority:** Customer represents and warrants to Company that Customer is not a party to any agreement that would prohibit Customer from entering into this Agreement. Customer hereby certifies that Customer is the owner of, or authorized by the owner of, the Property set forth above, and has all requisite power and authority to enter into this Agreement and authorize the performance of the Work herein and to bind the Customer and owner of the Property.

21. Right to Cancel. To the extent required by applicable laws, notice is hereby given that Customer has three days after the date of this Agreement to cancel this transaction by giving written notice to the Company. Customer acknowledges that the foregoing Agreement involves real property and therefore the cancellation pursuant to the Federal Trade Commission does not apply.

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2023-07-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HICKORY CREEK, TEXAS, CHAPTER 1, GENERAL PROVISIONS, BY SUPPLEMENTING TOWN OFFICER TITLES; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town of Hickory Creek, Texas is a general law municipality empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the Town; and

WHEREAS, the Town of Hickory Creek, Texas desires to supplement the titles of Town officers for clarity and uniformity; and

WHEREAS, this ordinance is not intended to, and shall not have the effect of, changing the form of government of the Town of Hickory Creek, Texas; and

WHEREAS, the Town Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the Town.

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

SECTION 1
INCORPORATION OF PREMISES

That all of the above premises are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2
FINDINGS

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interests of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

SECTION 3
AMENDMENTS

3.01 That the Code of Ordinances, Town of Hickory Creek, Texas, Chapter 1: General Provisions, Article 1.05: Town Officers, Section 1.05.002 Titles, is hereby created, and shall read:

“Section 1.05.002 Titles of Town Officers.

The Town Administrator, Town Secretary, Town Attorney, and any other appointed or employed officer of the Town may use the titles City Manager, City Secretary, City Attorney, etc. as appropriate for their respective roles. The validity of any action taken under these alternate titles shall not affect the validity of any action taken under said alternate title. Any reference in this code or ordinances or resolutions of the Town to either title for a respective office shall not affect the validity of the reference and shall be interchangeable.”

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

**SECTION 4
CUMULATIVE REPEALER CLAUSE**

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

**SECTION 5
SEVERABILITY CLAUSE**

If any section, article, paragraph, sentence, clause, phrase or work 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 the Ordinance, and the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 6
SAVINGS CLAUSE**

All rights and remedies of the Town of Hickory Creek, Texas, are expressly saved as to any and all violations of the provisions of any other Ordinances of the Town affecting plat approval, 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 7
ENGROSSMENT AND ENROLLMENT CLAUSE**

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 in the minutes of the Town Council and by filing this Ordinance in the ordinance records of the Town.

SECTION 8
EFFECTIVE DATE CLAUSE

That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect immediately upon its passage.

IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 31st day of July, 2023.

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