



**NOTICE OF  
SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, DECEMBER 18, 2023, 6:00 PM**

**AGENDA**

**Call to Order**

**Roll Call**

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

**Invocation**

**Presentation of Awards**

1. Ceremonial Oath of Office and Presentation of Badge to Officer Derek Thacker.

**Proclamations**

2. Denton County Commissioners Court Proclamation celebrating the 60th Anniversary of the Town of Hickory Creek

**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.

- [3.](#) November 2023 Council Meeting Minutes
- [4.](#) November 2023 Financial Statements
- [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 amendment to an interlocal agreement between the Town of Hickory Creek, Texas and the City of Corinth concerning animal shelter services.
- [6.](#) 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 issuance of license to MDM, Charters, Inc.
- [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 by and between the Town of Hickory Creek and RS2 Hospitality Group, Inc. concerning lease of Town property for office space.

### **Regular Agenda**

- [8.](#) Interview for Arts and Culture Board Place 7 and consider and act on an appointment.
- [9.](#) Consider and act on a preliminary plat of the Lakesound Addition, Block A, Lot 2: being 2.3575 acres out of the H.H. Swisher Survey - Abstract No. 1220, Town of Hickory Creek, Denton County Texas. The property is located at 3550 FM 2181.
- [10.](#) Consider and act on a site and landscape plan of the Lakesound Addition, Block A, Lot 2: being 2.3575 acres out of the H.H. Swisher Survey - Abstract No. 1220, Town of Hickory Creek, Denton County Texas. The property is located at 3550 FM 2181.
- [11.](#) Consider and act on a final plat of the Lakesound Addition, Block A, Lot 2: being 2.3575 acres out of the H.H. Swisher Survey - Abstract No. 1220, Town of Hickory Creek, Denton County Texas. The property is located at 3550 FM 2181.
- [12.](#) 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 8: Offenses and Nuisances, by amending Article 8:08: Firearms.
- [13.](#) Consider and act on allocating funds for spray foam installation in the town hall facility.

### **Executive Session**

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

#### **Section 551.071**

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

### **Section 551.072**

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

14. Deliberate the purchase, exchange, lease or value of real property located generally in northwest Hickory Creek.

### **Reconvene into Open Session**

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

### **Future Agenda Items**

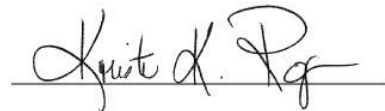
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

### **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 December 13, 2023 at 1:30 p.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



**COURT PROCLAMATION  
HONORING THE TOWN OF HICKORY CREEK**

**WHEREAS**, in 1961, a group of people living on or near the banks of Hickory Creek met and decided they would like to become a town; and

**WHEREAS**, on the 24<sup>th</sup> day of March 1961, Denton County Judge W.K. Baldrige granted the petition and ordered that an election be held at Scoggins Store in the proposed Town of Hickory Creek; and

**WHEREAS**, on the 29<sup>th</sup> day of April 1961, an election was held to determine if the Town of Hickory Creek should be incorporated for municipal purposes as a town under the Commission Form of government and 19 people voted "yea;" and

**WHEREAS**, the people of Hickory Creek voted Duvall Williams as Mayor as well as Parry Harvell and J.M. Smith as two Commissioners (for what is now known as the Town Council); and

**WHEREAS**, the Town of Hickory Creek was incorporated on the 25<sup>th</sup> day of November 1963, consisting of two square miles and a population of 219 people; and

**WHEREAS**, 60 years later, with a population of more than 5,627 residents and more than 260 acres of dedicated parkland, Hickory Creek is one of the premier towns in Denton County that offers excellent service to their residents and surrounding communities.

**NOW, THEREFORE, BE IT RESOLVED**, the Denton County Commissioners Court would like to celebrate the 60<sup>th</sup> Anniversary of the Town of Hickory Creek and express appreciation for Hickory Creek's participation in making Denton County a great place to live and work.

**DONE IN OPEN COURT**, this 28<sup>th</sup> day of November 2023, upon a motion made by Bobbie Mitchell and seconded by Andy Eads and Kevin W. Falconer members of the court being present and voting.

Andy Eads  
ANDY EADS, COUNTY JUDGE

Ryan Williams

RYAN WILLIAMS, COMMISSIONER  
PRECINCT 1

Kevin W. Falconer

KEVIN W. FALCONER, COMMISSIONER  
PRECINCT 2

Bobbie J. Mitchell

BOBBIE J. MITCHELL, COMMISSIONER  
PRECINCT 3

Dianne Edmondson

DIANNE EDMONDSON, COMMISSIONER  
PRECINCT 4

ATTEST:  
JULI LUKE, County Clerk and Ex-Officio  
Clerk of the Commissioners Court of Denton County

BY: Juli Luke



**SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, NOVEMBER 20, 2023**

**MINUTES**

**Call to Order**

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

**Roll Call**

The following members were present:

Mayor Lynn Clark

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 Manager

Kristi K. Rogers, Town Secretary

Jim Zehetner, Criminal Investigator

Trey Sargent, Town Attorney

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

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

**Invocation**

Mayor Pro Tem Kenney gave the invocation.

**Items of Community Interest**

Holiday in the Park will be held on Friday, December 1, 2023 from 6:00 p.m. until 8:00 p.m. in Sycamore Bend Park.

Denton County Commissioners Court will present a proclamation on November 28, 2023 celebrating the 60th Anniversary of the Town of Hickory Creek.

The Arbor Day Celebration held on November 4, 2023 was a success. Trees have been delivered to those in attendance requesting a tree.

Mayor Clark and a team of volunteers will participate in the Salvation Army Mayors Red Kettle Challenge on December 9, 2023.

## **Town of Hickory Creek**

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### **Public Comment**

Linda Figart, 199 Country Lane, stated she would like clarification regarding the improvement of County Lane from Oak Drive to Woodlake Road. The preliminary drawings show the improvement on private property instead of the right of way easement dedicated to the Town in 1998 by Shore Haven subdivision. The Town should strongly consider getting legal rights to use the private property before finalizing the concrete road. Options for the town to acquire legal rights to the property include eminent domain, court proceedings or accepting an offer from the property owner.

Ron Furtick, 1500 Turbeville Road, stated two years ago the Town Council voted building Hickory Creek Boulevard was the most important road project in town to create a downtown for economic development. The plans for a downtown have been discussed for fifteen years and now the property will be used for a leisure center instead of the road. The property purchased by the Economic Development Corporation over a decade ago was supposed to be used for commercial economic purposes; a pickleball court does not provide sales tax revenue. He has been unable to form a partnership with the Town's leadership to move forward with the downtown. The inability to move forward has hurt the Town. Sales tax revenue from commercial development is needed to help support the new homes and apartments.

### **Consent Agenda**

1. September 2023 Council Meeting Minutes
2. September 2023 Financial Statements
3. October 2023 Financial Statements
4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal cooperation agreement with Denton County concerning broadband infrastructure.
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 interlocal cooperation agreement with Denton County concerning communications systems.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby ratifying an agreement related to Drug Enforcement Administration HIDTA Dallas Task Force.
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 by and between the Town of Hickory Creek, Texas and Flock Group, INC. concerning police cameras.

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8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek, Texas and a police recruit concerning police academy sponsorship.
9. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby ratifying an agreement between the Town of Hickory Creek and a police recruit concerning reimbursement.
10. Consider and act on permit application submitted by Wal-Mart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for seasonal merchandise.

Motion made by Councilmember DuPree to approve consent agenda items 1-10 as presented, Seconded by Councilmember Gordon.

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

### **Regular Agenda**

11. Interview for Arts and Culture Board.

The Town Council interviewed Melissa Stone for the Arts and Culture Board.

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, Texas and Halff Associates, Inc. concerning professional engineering services for a leisure center master plan.

Kirk Wilson, Halff Associates, provided an overview regarding the planning and design services for the leisure center and answered questions from the Town Council.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. concerning professional engineering services for a leisure center master plan not to exceed \$29,500.00, Seconded by Mayor Pro Tem Kenney.

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 interlocal cooperation agreement with Denton County concerning Trip 22 roadway projects.

John Smith, Town Manager, provided an overview of the interlocal agreement and answered questions from the Town Council.

**Town of Hickory Creek**

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Motion made by Councilmember Theodore to approve a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal cooperation agreement with Denton County regarding Trip 22 roadway projects, Seconded by Councilmember DuPree.

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

14. Receive update from Kevin Gronwaldt, Halff Associates, concerning Trip 22 roadway projects and discuss same.

Kevin Gronwaldt, Halff Associates, provided a project overview and status update regarding Denton County Trip 22 roadway projects and answered questions from the Town Council.

15. 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, Texas and Halff Associates, Inc. concerning Contract Amendment No. 1 to an agreement for professional engineering services for the Denton County Bond Street Work.

Kevin Gronwaldt, Halff Associates, provided an overview of the contract amendment regarding engineering for Carlise Drive and answered questions from the Town Council.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. concerning Contract Amendment No. 1 to an agreement for professional engineering services for the Denton County Bond Street Work not to exceed \$243,660.00, Seconded by Councilmember Theodore

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

16. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. concerning Contract Amendment No. 2 to an agreement for professional engineering services for the Denton County Bond Street Work.

John Smith, Town Manager, provided an overview of the contract amendment regarding engineering for additional sidewalks and answered questions from the Town Council.

Motion made by Councilmember Gordon to approve agenda item 16 not to exceed \$21,600.00, Seconded by Councilmember Theodore.

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



**Town of Hickory Creek**

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

Motion made by Councilmember Gordon to cast two votes for Alex Buck and two votes for Ann Pomykal for appointment to the Denton Central Appraisal District Board of Directors, Seconded by Councilmember Gibbons.

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

18. Consider and act on appointments to the Arts and Culture Board.

Motion made by Councilmember Theodore to appoint Mrs. Stone to Place 1 for the Arts and Culture Board, Seconded by Mayor Pro Tem Kenney.

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

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

Motion made by Councilmember Theodore to reappoint Nancy Koket to Place 1, Chris Gordon to Place 3, Sugene May to Place 5 and Paul Kenney to Place 7, for a two-year term expiring December 2025, Seconded by Councilmember DuPree.

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

20. Receive update from Chief Dunn concerning police department activity since the July council meeting and discuss same.

Jim Zehetner, Criminal Investigator, provided an update to the Town Council due to the absence of Chief Dunn regarding license plate reader cameras, off duty work for Wal-Mart during the Thanksgiving closure and Black Friday event and an initiative to provide Wal-Mart with additional expertise, coverage and presence from the police department.

21. Receive update from John Smith, Town Manager, concerning an interlocal agreement with the City of Corinth for fire services and discuss the same.

John Smith, Town Manager, provided an overview of the interlocal agreement with the City of Corinth for Fire services and answered questions from the Town Council.

**Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:54 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.

**Town of Hickory Creek**

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- 22. Discussion regarding certain real property generally located, North of Turbeville Road, South of FM 2181, East of Ronald Regan Avenue and West of Point Vista.
- 23. Potential litigation regarding Sycamore Bend Road construction failure.

**Reconvene into Open Session**

The Town Council reconvened into open session at 9:31 p.m.

- 24. Discussion and possible action regarding matters discussed in executive session.

Potential litigation regarding Sycamore Bend Road construction failure.

Motion made by Councilmember Gordon to authorize the town attorney to engage outside counsel to investigate claims regarding Sycamore Bend Road construction against LCUMA, KCK Utility Construction and THB Construction, Seconded by Councilmember Theodore.

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

**Future Agenda Items**

There were no future agenda items.

**Adjournment**

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

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

The meeting did then stand adjourned at 9:34 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 November 30, 2023

	<u>Nov 30, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	26,204.42
BOA - Drug Forfeiture	95,232.29
BOA - Drug Seizure	39.18
BOA - General Fund	254,981.63
BOA - Parks and Recreation	84,323.50
BOA - Payroll	270.00
BOA - Police State Training	5,189.36
Logic 2020 CO's	453,959.24
Logic Animal Shelter Facility	10,220.14
Logic Coronavirus Recovery Fund	738,029.19
Logic Harbor Ln-Sycamore Bend	85,760.75
Logic Investment Fund	10,205,371.78
Logic Turbeville Road	101,233.50
<b>Total Checking/Savings</b>	<u>12,060,814.98</u>
<b>Accounts Receivable</b>	
Municipal Court Payments	4,513.00
<b>Total Accounts Receivable</b>	<u>4,513.00</u>
<b>Total Current Assets</b>	<u>12,065,327.98</u>
<b>TOTAL ASSETS</b>	<u><u>12,065,327.98</u></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00

**Town of Hickory Creek**  
**Profit & Loss**  
**November 2023**

	Nov 23
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Ad Valorem Tax Revenue</b>	
4002 M&O	47,541.50
4004 M&O Penalties & Interest	35.65
4006 Delinquent M&O	-1,603.54
4008 I&S Debt Service	23,939.57
4010 I&S Penalties & Interest	8.78
4012 Delinquent I&S	-1,005.02
	68,916.94
<b>Total Ad Valorem Tax Revenue</b>	68,916.94
<b>Building Department Revenue</b>	
4102 Building Permits	66,092.50
4104 Certificate of Occupancy	1,750.00
4106 Contractor Registration	450.00
4108 Preliminary/Final Plat	850.00
4112 Health Inspections	2,300.00
4122 Septic Permits	850.00
	72,292.50
<b>Total Building Department Revenue</b>	72,292.50
<b>Franchise Fee Revenue</b>	
4214 Electric	140,269.32
4218 Telecom	8,529.16
4220 Solid Waste	5,220.54
	154,019.02
<b>Total Franchise Fee Revenue</b>	154,019.02
<b>Interest Revenue</b>	
4330 General Fund Interest	4.30
4332 Investment Interest	52,769.46
	52,773.76
<b>Total Interest Revenue</b>	52,773.76
<b>Miscellaneous Revenue</b>	
4502 Animal Adoption & Impound	4,660.40
4506 Animal Shelter Donations	160.00
4508 Annual Park Passes	50.00
4510 Arrowhead Park Fees	1,967.00
4530 Other Receivables	9,963.88
4536 Point Vista Park Fees	431.00
4550 Sycamore Bend Fees	2,776.00
	20,008.28
<b>Total Miscellaneous Revenue</b>	20,008.28
<b>Municipal Court Revenue</b>	
4602 Building Security Fund	1,149.44
4604 Citations	35,407.98
4606 Court Technology Fund	950.67
4608 Jury Fund	22.97
4610 Truancy Fund	1,148.33
4612 State Court Costs	20,403.74
	59,083.13
<b>Total Municipal Court Revenue</b>	59,083.13
<b>Sales Tax Revenue</b>	
4702 Sales Tax General Fund	217,070.27
4706 Sales Tax 4B Corporation	31,010.04
4708 Sales Tax Mixed Beverage	3,712.89
4710 Hotel Occupancy Tax	1,500.00
	253,293.20
<b>Total Sales Tax Revenue</b>	253,293.20
<b>Total Income</b>	680,386.83
<b>Gross Profit</b>	680,386.83
<b>Expense</b>	
<b>Capital Outlay</b>	
5026 Fleet Vehicles	6,258.03

**Town of Hickory Creek**  
**Profit & Loss**  
 November 2023

	<b>Nov 23</b>
5032 Denton County TRIP22	60,530.00
<b>Total Capital Outlay</b>	<b>66,788.03</b>
<b>General Government</b>	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	396.66
5208 Copier Rental	299.85
5212 EDC Tax Payment	55,685.86
5216 Volunteer/Staff Events	611.41
5218 General Communications	9,449.97
5222 Office Supplies & Equip.	40.19
5224 Postage	933.44
5228 Town Council/Board Expense	189.85
5232 Travel Expense	81.18
<b>Total General Government</b>	<b>67,703.41</b>
<b>Municipal Court</b>	
5302 Books & Subscriptions	92.03
5304 Building Security	4,031.51
5312 Court Technology	618.89
5314 Dues & Memberships	55.00
5318 Merchant Fees/Credit Cards	562.24
5332 Warrants Collected	470.02
<b>Total Municipal Court</b>	<b>5,829.69</b>
<b>Parks and Recreation</b>	
5402 Events	159.70
5408 Tanglewood Park	6,014.45
5414 Tree City USA	400.00
<b>Total Parks and Recreation</b>	<b>6,574.15</b>
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	54.64
5434 Harbor Grove	32.06
5436 Point Vista	2,097.56
5438 Sycamore Bend	4,233.10
<b>Total Parks Corps of Engineer</b>	<b>6,417.36</b>
<b>Personnel</b>	
5502 Administration Wages	34,461.19
5504 Municipal Court Wages	6,743.61
5506 Police Wages	82,330.29
5507 Police Overtime Wages	3,934.23
5508 Public Works Wages	19,694.57
5509 Public Works Overtime Wage	329.47
5510 Health Insurance	20,856.89
5512 Longevity	14,180.00
5514 Payroll Expense	2,504.49
5518 Retirement (TMRS)	46,664.59
5520 Unemployment (TWC)	28.49
<b>Total Personnel</b>	<b>231,727.82</b>
<b>Police Department</b>	
5602 Auto Gas & Oil	5,835.97
5606 Auto Maintenance & Repair	9,791.11
5610 Books & Subscriptions	252.71
5612 Computer Hardware/Software	5,608.92
5614 Crime Lab Analysis	582.44
5616 Drug Forfeiture	2,106.39
5626 Office Supplies/Equipment	194.72
5630 Personnel Equipment	631.19
5634 Travel Expense	570.40
5636 Uniforms	-962.51
5640 Training & Education	2,174.00

**Town of Hickory Creek**  
**Profit & Loss**  
**November 2023**

	<u>Nov 23</u>
5646 Community Outreach	446.01
5648 K9 Unit	62.77
<b>Total Police Department</b>	<b>27,294.12</b>
<b>Public Works Department</b>	
5706 Animal Control Supplies	669.53
5708 Animal Control Vet Fees	1,902.24
5710 Auto Gas & Oil	1,633.29
5714 Auto Maintenance/Repair	826.78
5716 Beautification	1,368.18
5718 Computer Hardware/Software	127.44
5724 Equipment Maintenance	4,207.80
5728 Equipment Supplies	613.43
5732 Office Supplies/Equipment	138.38
5734 Communications	384.59
5742 Uniforms	263.86
5748 Landscaping Services	5,792.66
<b>Total Public Works Department</b>	<b>17,928.18</b>
<b>Services</b>	
5804 Attorney Fees	1,910.00
5814 Engineering	2,894.21
5818 Inspections	6,545.00
5820 Fire Service	242,673.00
5824 Library Services	80.00
5826 Municipal Judge	1,155.00
5828 Printing	262.97
<b>Total Services</b>	<b>255,520.18</b>
<b>Special Events</b>	
6012 Special Events	5,639.52
<b>Total Special Events</b>	<b>5,639.52</b>
<b>Utilities &amp; Maintenance</b>	
5902 Bldg Maintenance/Supplies	13,503.36
5904 Electric	2,588.64
5906 Gas	114.62
5908 Street Lighting	4,046.77
5910 Telephone	3,589.01
5912 Water	4,635.73
<b>Total Utilities &amp; Maintenance</b>	<b>28,478.13</b>
<b>Total Expense</b>	<b>719,900.59</b>
<b>Net Ordinary Income</b>	<b>-39,513.76</b>
<b>Net Income</b>	<b><u>-39,513.76</u></b>

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 16.66%**  
**October through November 2023**

	Oct - Nov 23	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	48,126.61	1,664,029.00	2.9%
4004 M&O Penalties & Interest	188.76	2,500.00	7.6%
4006 Delinquent M&O	-1,108.69	1,000.00	-110.9%
4008 I&S Debt Service	24,302.06	836,526.00	2.9%
4010 I&S Penalties & Interest	79.34	1,500.00	5.3%
4012 Delinquent I&S	-806.67	500.00	-161.3%
<b>Total Ad Valorem Tax Revenue</b>	<b>70,781.41</b>	<b>2,506,055.00</b>	<b>2.8%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	128,066.00	275,000.00	46.6%
4104 Certificate of Occupancy	3,250.00	6,000.00	54.2%
4106 Contractor Registration	825.00	2,500.00	33.0%
4108 Preliminary/Final Plat	850.00	0.00	100.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	4,600.00	10,000.00	46.0%
4122 Septic Permits	850.00	1,100.00	77.3%
4124 Sign Permits	0.00	1,000.00	0.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	1,500.00	0.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	0.00	500.00	0.0%
<b>Total Building Department Revenue</b>	<b>138,441.00</b>	<b>297,875.00</b>	<b>46.5%</b>
<b>Franchise Fee Revenue</b>			
4214 Electric	142,286.70	155,000.00	91.8%
4216 Gas	0.00	90,000.00	0.0%
4218 Telecom	8,529.16	45,000.00	19.0%
4220 Solid Waste	10,401.97	50,000.00	20.8%
<b>Total Franchise Fee Revenue</b>	<b>161,217.83</b>	<b>340,000.00</b>	<b>47.4%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	9.35	25.00	37.4%
4332 Investment Interest	107,827.54	60,000.00	179.7%
<b>Total Interest Revenue</b>	<b>107,836.89</b>	<b>60,025.00</b>	<b>179.7%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	0.00	58,788.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>58,788.00</b>	<b>0.0%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	5,565.40	18,000.00	30.9%
4506 Animal Shelter Donations	200.00	1,000.00	20.0%
4508 Annual Park Passes	125.00	30,000.00	0.4%
4510 Arrowhead Park Fees	6,723.00	40,000.00	16.8%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	0.00	60,000.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	2,654,385.00	0.0%
4526 Mineral Rights	0.00	1,000.00	0.0%
4530 Other Receivables	22,461.89	75,000.00	29.9%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	1,361.00	12,000.00	11.3%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	7,200.00	25,000.00	28.8%
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	0.00	0.00	0.0%
4560 2020 CO Proceeds	0.00	1,100,000.00	0.0%
4562 Coronavirus Local Recovery	0.00	200,000.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 16.66%**  
**October through November 2023**

	Oct - Nov 23	Budget	% of Budget
4566 Interlocal Agreements	0.00	198,135.00	0.0%
4568 Opiod Settlements	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>43,666.29</b>	<b>4,414,670.00</b>	<b>1.0%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	2,715.16	18,023.00	15.1%
4604 Citations	84,217.98	550,000.00	15.3%
4606 Court Technology Fund	2,241.00	15,936.00	14.1%
4608 Jury Fund	54.44	200.00	27.2%
4610 Truancy Fund	2,721.70	0.00	100.0%
4612 State Court Costs	46,748.66	311,060.00	15.0%
4614 Child Safety Fee	75.00	800.00	9.4%
<b>Total Municipal Court Revenue</b>	<b>138,773.94</b>	<b>896,019.00</b>	<b>15.5%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	389,787.23	2,100,000.00	18.6%
4706 Sales Tax 4B Corporation	55,683.89	300,000.00	18.6%
4708 Sales Tax Mixed Beverage	6,631.94	35,000.00	18.9%
4710 Hotel Occupancy Tax	2,450.11	0.00	100.0%
<b>Total Sales Tax Revenue</b>	<b>454,553.17</b>	<b>2,435,000.00</b>	<b>18.7%</b>
<b>Total Income</b>	<b>1,115,270.53</b>	<b>11,008,432.00</b>	<b>10.1%</b>
<b>Gross Profit</b>	<b>1,115,270.53</b>	<b>11,008,432.00</b>	<b>10.1%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	0.00	25,000.00	0.0%
5012 Streets & Road Improvement	122,990.88	500,000.00	24.6%
5022 Parks and Rec Improvements	0.00	2,300,000.00	0.0%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Vehicles	10,604.06	60,000.00	17.7%
5032 Broadband Initiative	0.00	200,000.00	0.0%
5032 Denton County TRIP22	118,148.00	1,100,000.00	10.7%
<b>Total Capital Outlay</b>	<b>251,742.94</b>	<b>4,185,000.00</b>	<b>6.0%</b>
<b>Debt Service</b>			
5110 2015 Refunding Bond Series	0.00	316,450.00	0.0%
5112 2015 C.O. Series	0.00	271,800.00	0.0%
5114 2020 C.O. Series	0.00	254,450.00	0.0%
<b>Total Debt Service</b>	<b>0.00</b>	<b>842,700.00</b>	<b>0.0%</b>
<b>General Government</b>			
5202 Bank Service Charges	30.00	200.00	15.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	6,697.29	75,000.00	8.9%
5208 Copier Rental	702.09	3,600.00	19.5%
5210 Dues & Memberships	562.70	3,500.00	16.1%
5212 EDC Tax Payment	55,685.86	300,000.00	18.6%
5214 Election Expenses	0.00	15,000.00	0.0%
5216 Volunteer/Staff Events	656.36	8,000.00	8.2%
5218 General Communications	9,920.97	32,000.00	31.0%
5222 Office Supplies & Equip.	40.19	3,000.00	1.3%
5224 Postage	1,503.20	6,200.00	24.2%
5226 Community Cause	210.56	3,000.00	7.0%
5228 Town Council/Board Expense	354.40	10,000.00	3.5%
5230 Training & Education	28.01	1,500.00	1.9%
5232 Travel Expense	109.73	2,000.00	5.5%
5234 Staff Uniforms	0.00	800.00	0.0%
5236 Transfer to Reserve	0.00	0.00	0.0%
<b>Total General Government</b>	<b>76,501.36</b>	<b>464,100.00</b>	<b>16.5%</b>
<b>Municipal Court</b>			
5302 Books & Subscriptions	92.03	75.00	122.7%



**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 16.66%**  
**October through November 2023**

	Oct - Nov 23	Budget	% of Budget
5304 Building Security	4,031.51	18,023.00	22.4%
5312 Court Technology	709.07	15,963.00	4.4%
5314 Dues & Memberships	55.00	150.00	36.7%
5318 Merchant Fees/Credit Cards	1,009.75	2,500.00	40.4%
5322 Office Supplies/Equipment	41.18	1,000.00	4.1%
5324 State Court Costs	88,842.33	311,060.00	28.6%
5326 Training & Education	0.00	500.00	0.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-2,838.75	2,500.00	-113.6%
<b>Total Municipal Court</b>	<b>91,942.12</b>	<b>352,271.00</b>	<b>26.1%</b>
<b>Parks and Recreation</b>			
5402 Events	658.75	1,500.00	43.9%
5408 Tanglewood Park	6,025.68	45,000.00	13.4%
5412 KHCB	0.00	500.00	0.0%
5414 Tree City USA	400.00	500.00	80.0%
5416 Town Hall Park	0.00	0.00	0.0%
<b>Total Parks and Recreation</b>	<b>7,084.43</b>	<b>47,500.00</b>	<b>14.9%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	2,023.50	38,500.00	5.3%
5434 Harbor Grove	115.12	10,000.00	1.2%
5436 Point Vista	3,658.26	15,000.00	24.4%
5438 Sycamore Bend	6,174.67	43,500.00	14.2%
<b>Total Parks Corps of Engineer</b>	<b>11,971.55</b>	<b>107,000.00</b>	<b>11.2%</b>
<b>Personnel</b>			
5502 Administration Wages	68,017.43	435,826.00	15.6%
5504 Municipal Court Wages	13,492.49	87,736.00	15.4%
5506 Police Wages	163,601.71	1,230,354.00	13.3%
5507 Police Overtime Wages	7,202.17	20,000.00	36.0%
5508 Public Works Wages	39,265.60	275,624.00	14.2%
5509 Public Works Overtime Wage	676.81	4,500.00	15.0%
5510 Health Insurance	22,207.13	255,054.00	8.7%
5512 Longevity	14,180.00	13,950.00	101.6%
5514 Payroll Expense	4,775.54	25,000.00	19.1%
5516 Employment Exams	325.00	2,500.00	13.0%
5518 Retirement (TMRS)	67,668.61	316,117.00	21.4%
5520 Unemployment (TWC)	28.49	2,500.00	1.1%
5522 Workman's Compensation	48,996.00	48,996.00	100.0%
<b>Total Personnel</b>	<b>450,436.98</b>	<b>2,718,157.00</b>	<b>16.6%</b>
<b>Police Department</b>			
5602 Auto Gas & Oil	10,922.02	37,000.00	29.5%
5606 Auto Maintenance & Repair	12,689.83	25,000.00	50.8%
5610 Books & Subscriptions	252.71	500.00	50.5%
5612 Computer Hardware/Software	10,805.12	75,500.00	14.3%
5614 Crime Lab Analysis	617.44	6,500.00	9.5%
5616 Drug Forfeiture	30,556.91	0.00	100.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	283.02	2,000.00	14.2%
5630 Personnel Equipment	20,388.47	40,000.00	51.0%
5634 Travel Expense	570.40	2,000.00	28.5%
5636 Uniforms	2,609.12	10,000.00	26.1%
5640 Training & Education	10,720.71	8,500.00	126.1%
5644 Citizens on Patrol	0.00	250.00	0.0%
5646 Community Outreach	618.13	3,000.00	20.6%
5648 K9 Unit	62.77	5,000.00	1.3%
5650 Task Force Forfeiture	0.00	10,000.00	0.0%
<b>Total Police Department</b>	<b>101,096.65</b>	<b>225,750.00</b>	<b>44.8%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	640.00	1,000.00	64.0%
5704 Animal Control Equipment	97.85	1,000.00	9.8%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 16.66%**  
**October through November 2023**

	Oct - Nov 23	Budget	% of Budget
5706 Animal Control Supplies	703.98	5,000.00	14.1%
5708 Animal Control Vet Fees	2,149.28	15,000.00	14.3%
5710 Auto Gas & Oil	3,175.09	20,000.00	15.9%
5714 Auto Maintenance/Repair	1,787.75	10,000.00	17.9%
5716 Beautification	1,368.18	150,000.00	0.9%
5718 Computer Hardware/Software	254.88	2,000.00	12.7%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	0.00	5,000.00	0.0%
5724 Equipment Maintenance	5,959.03	4,000.00	149.0%
5726 Equipment Rental	0.00	1,000.00	0.0%
5728 Equipment Supplies	666.70	5,000.00	13.3%
5732 Office Supplies/Equipment	138.38	800.00	17.3%
5734 Communications	733.52	3,800.00	19.3%
5738 Training	260.00	800.00	32.5%
5740 Travel Expense	28.15	3,000.00	0.9%
5742 Uniforms	323.86	2,800.00	11.6%
5748 Landscaping Services	5,792.66	90,000.00	6.4%
<b>Total Public Works Department</b>	<b>24,079.31</b>	<b>320,550.00</b>	<b>7.5%</b>
<b>Services</b>			
5802 Appraisal District	0.00	17,500.00	0.0%
5804 Attorney Fees	3,537.50	60,000.00	5.9%
5806 Audit	0.00	15,000.00	0.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	35,408.89	175,000.00	20.2%
5816 General Insurance	49,959.60	50,276.00	99.4%
5818 Inspections	6,545.00	32,500.00	20.1%
5820 Fire Service	242,673.00	970,692.00	25.0%
5822 Legal Notices/Advertising	0.00	4,000.00	0.0%
5824 Library Services	252.70	1,200.00	21.1%
5826 Municipal Judge	2,310.00	13,800.00	16.7%
5828 Printing	411.93	2,500.00	16.5%
5830 Tax Collection	0.00	3,000.00	0.0%
5832 Computer Technical Support	44,615.46	45,000.00	99.1%
5838 DCCAC	0.00	7,228.00	0.0%
5840 Denton County Dispatch	0.00	38,508.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	5,000.00	0.0%
5848 Recording Fees	0.00	750.00	0.0%
<b>Total Services</b>	<b>385,714.08</b>	<b>1,444,904.00</b>	<b>26.7%</b>
<b>Special Events</b>			
6012 Special Events	4,409.20	30,000.00	14.7%
<b>Total Special Events</b>	<b>4,409.20</b>	<b>30,000.00</b>	<b>14.7%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	16,070.80	150,000.00	10.7%
5904 Electric	5,263.02	27,000.00	19.5%
5906 Gas	228.73	2,500.00	9.1%
5908 Street Lighting	8,032.81	40,000.00	20.1%
5910 Telephone	10,293.10	35,000.00	29.4%
5912 Water	7,880.45	16,000.00	49.3%
<b>Total Utilities &amp; Maintenance</b>	<b>47,768.91</b>	<b>270,500.00</b>	<b>17.7%</b>
<b>Total Expense</b>	<b>1,452,747.53</b>	<b>11,008,432.00</b>	<b>13.2%</b>
<b>Net Ordinary Income</b>	<b>-337,477.00</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>-337,477.00</b>	<b>0.00</b>	<b>100.0%</b>

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

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5026 Fleet Vehicles</b>				
Bill	11/14/2023	Invoice...	Priority Public Safety	1,437.00
Check	11/20/2023	Debit	Enterprise Fleet Management	4,346.03
Total 5026 Fleet Vehicles				5,783.03
Total Capital Outlay				5,783.03
<b>General Government</b>				
<b>5212 EDC Tax Payment</b>				
Check	11/13/2023		Hickory Creek Economic Development	24,673.85
Check	11/13/2023		Hickory Creek Economic Development	31,010.01
Total 5212 EDC Tax Payment				55,683.86
<b>5218 General Communications</b>				
Bill	11/02/2023	Invoice...	GOGov	5,136.00
Bill	11/14/2023	Invoice...	Bird's Printing & Copies	3,842.97
Total 5218 General Communications				8,978.97
Total General Government				64,662.83
<b>Municipal Court</b>				
<b>5304 Building Security</b>				
Check	11/01/2023	Debit	Norcon Communications, Inc.	4,031.51
Total 5304 Building Security				4,031.51
Total Municipal Court				4,031.51
<b>Parks and Recreation</b>				
<b>5408 Tanglewood Park</b>				
Check	11/02/2023	1128	Coach Cliff's Gaga Ball Pits LLC	2,000.92
Bill	11/28/2023	Invoice...	Coach Cliff's Gaga Ball Pits LLC	4,001.85
Total 5408 Tanglewood Park				6,002.77
Total Parks and Recreation				6,002.77
<b>Parks Corps of Engineer</b>				
<b>5436 Point Vista</b>				
Check	11/02/2023	1128	Coach Cliff's Gaga Ball Pits LLC	2,000.93
Total 5436 Point Vista				2,000.93
<b>5438 Sycamore Bend</b>				
Check	11/02/2023	1128	Coach Cliff's Gaga Ball Pits LLC	2,000.93
Bill	11/28/2023	Invoice...	Coach Cliff's Gaga Ball Pits LLC	2,000.93
Total 5438 Sycamore Bend				4,001.86
Total Parks Corps of Engineer				6,002.79
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	11/02/2023	Debit	Renaissance Life & Health Insurance	1,274.20
Check	11/21/2023	Debit	Cigna	40,038.06
Check	11/21/2023	Debit	Cigna	-17,758.65
Check	11/21/2023	Debit	Cigna	-3,017.83
Total 5510 Health Insurance				20,535.78
<b>5518 Retirement (TMRS)</b>				
Check	11/01/2023	Debit	TMRS	22,089.92
Check	11/30/2023	Debit	TMRS	24,574.67
Total 5518 Retirement (TMRS)				46,664.59

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

Type	Date	Num	Name	Amount
Total Personnel				67,200.37
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Bill	11/14/2023	Invoice...	Kelsoe Oil Company	1,218.33
Check	11/28/2023	Debit	WEX Bank	4,566.80
Total 5602 Auto Gas & Oil				5,785.13
<b>5606 Auto Maintenance &amp; Repair</b>				
Bill	11/14/2023	Invoice...	Discount Tire	1,090.44
Bill	11/14/2023	Invoice...	Discount Tire	1,090.44
Check	11/27/2023	Debit	Huffines Chrysler Jeep Dodge	1,571.47
Bill	11/28/2023	R.O.# ...	Christian Brothers Automotive	5,389.83
Total 5606 Auto Maintenance & Repair				9,142.18
<b>5612 Computer Hardware/Software</b>				
Bill	11/14/2023	Invoice...	MCCI	2,188.80
Bill	11/28/2023	Invoice...	Leads Online	2,419.00
Total 5612 Computer Hardware/Software				4,607.80
<b>5616 Drug Forfeiture</b>				
Bill	11/28/2023	Invoice...	GT Distributors	1,764.39
Total 5616 Drug Forfeiture				1,764.39
<b>5640 Training &amp; Education</b>				
Check	11/14/2023	5201	NCTCOG	2,120.00
Total 5640 Training & Education				2,120.00
Total Police Department				23,419.50
<b>Public Works Department</b>				
<b>5710 Auto Gas &amp; Oil</b>				
Check	11/28/2023	Debit	WEX Bank	1,091.82
Total 5710 Auto Gas & Oil				1,091.82
<b>5716 Beautification</b>				
Bill	11/14/2023	Invoice...	MldAtlantic Mailbox	1,125.00
Total 5716 Beautification				1,125.00
<b>5724 Equipment Maintenance</b>				
Bill	11/14/2023	Invoice...	RDO Equipment Co	4,008.05
Total 5724 Equipment Maintenance				4,008.05
<b>5748 Landscaping Services</b>				
Bill	11/14/2023	Invoice...	D & D Commercial Landscape Management	5,792.66
Total 5748 Landscaping Services				5,792.66
Total Public Works Department				12,017.53
<b>Services</b>				
<b>5804 Attorney Fees</b>				
Check	11/02/2023		Linda Caprice Garcia	1,300.00
Total 5804 Attorney Fees				1,300.00
<b>5814 Engineering</b>				
Bill	11/28/2023	Invoice...	Half Associates, Inc.	2,290.46
Total 5814 Engineering				2,290.46
<b>5818 Inspections</b>				
Bill	11/02/2023	Invoice...	Analisa Griffith	1,900.00
Bill	11/02/2023	Invoice...	Finney Code Consultants, LLC	1,425.00

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

Type	Date	Num	Name	Amount
Bill	11/14/2023	Invoice...	Build by I-Codes	3,220.00
	Total 5818 Inspections			6,545.00
	<b>5820 Fire Service</b>			
Check	11/01/2023	5169	City of Corinth	242,673.00
	Total 5820 Fire Service			242,673.00
	<b>5826 Municipal Judge</b>			
Check	11/02/2023	Deposit	The Law Office of Cynthia Burkett	1,050.00
	Total 5826 Municipal Judge			1,050.00
	Total Services			253,858.46
	<b>Utilities &amp; Maintenance</b>			
	<b>5902 Bldg Maintenance/Supplies</b>			
Bill	11/14/2023	Invoice...	Denton Electric, Inc.	9,847.67
	Total 5902 Bldg Maintenance/Supplies			9,847.67
	<b>5904 Electric</b>			
Check	11/24/2023	Debit	Hudson Energy Services, LLC	2,588.64
	Total 5904 Electric			2,588.64
	<b>5908 Street Lighting</b>			
Check	11/24/2023	Debit	Hudson Energy Services, LLC	3,858.78
	Total 5908 Street Lighting			3,858.78
	<b>5910 Telephone</b>			
Check	11/30/2023	Debit	Lumen-CenturyLink	2,318.88
	Total 5910 Telephone			2,318.88
	<b>5912 Water</b>			
Check	11/03/2023	Debit	L.C.M.U.A.	2,516.77
Check	11/03/2023	Debit	L.C.M.U.A.	1,069.47
	Total 5912 Water			3,586.24
	Total Utilities & Maintenance			22,200.21
	Total Expense			465,179.00
	Net Ordinary Income			-465,179.00
	<b>Net Income</b>			<b>-465,179.00</b>



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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276015

**ACCOUNT NAME:** 2020 CERTIFICATES OF OBLIGATIONS

**STATEMENT PERIOD:** 11/01/2023 - 11/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5598%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 52 DAYS AND THE NET ASSET VALUE FOR 11/30/23 WAS 1.000304.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			451,894.21
11/30/2023	MONTHLY POSTING	9999888	2,065.03	453,959.24
	ENDING BALANCE			453,959.24

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	451,894.21
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2,065.03
ENDING BALANCE	453,959.24
AVERAGE BALANCE	451,894.21

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	1,465,945.25	41,680.77

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





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276007

**ACCOUNT NAME:** ANIMAL SHELTER FACILITY

**STATEMENT PERIOD:** 11/01/2023 - 11/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5598%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 52 DAYS AND THE NET ASSET VALUE FOR 11/30/23 WAS 1.000304.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,173.65
11/30/2023	MONTHLY POSTING	9999888	46.49	10,220.14
	ENDING BALANCE			10,220.14

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	10,173.65
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	46.49
ENDING BALANCE	10,220.14
AVERAGE BALANCE	10,173.65

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	471.96

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: 11/01/2023 - 11/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5598%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 52 DAYS AND THE NET ASSET VALUE FOR 11/30/23 WAS 1.000304.

#### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			734,671.94
11/30/2023	MONTHLY POSTING	9999888	3,357.25	738,029.19
	ENDING BALANCE			738,029.19

#### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	734,671.94
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3,357.25
ENDING BALANCE	738,029.19
AVERAGE BALANCE	734,671.94

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	146,404.53	34,371.97

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:** 11/01/2023 - 11/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5598%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 52 DAYS AND THE NET ASSET VALUE FOR 11/30/23 WAS 1.000304.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			85,370.63
11/30/2023	MONTHLY POSTING	9999888	390.12	85,760.75
	ENDING BALANCE			85,760.75

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	85,370.63
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	390.12
ENDING BALANCE	85,760.75
AVERAGE BALANCE	85,370.63

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	3,960.24

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:** 1668276001

**ACCOUNT NAME:** INVESTMENT FUND

**STATEMENT PERIOD:** 11/01/2023 - 11/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5598%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 52 DAYS AND THE NET ASSET VALUE FOR 11/30/23 WAS 1.000304.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,333,921.72
11/02/2023	ACH WITHDRAWAL	6157871	175,000.00 -	10,158,921.72
11/30/2023	MONTHLY POSTING	9999888	46,450.06	10,205,371.78
	ENDING BALANCE			10,205,371.78

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	10,333,921.72
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	175,000.00
TOTAL INTEREST	46,450.06
ENDING BALANCE	10,205,371.78
AVERAGE BALANCE	10,164,755.05

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	3,686,000.00	1,285,600.00	467,039.51

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





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276002

**ACCOUNT NAME:** TURBEVILLE RD IMPROVEMENT FUND

**STATEMENT PERIOD:** 11/01/2023 - 11/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5598%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 52 DAYS AND THE NET ASSET VALUE FOR 11/30/23 WAS 1.000304.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			100,772.99
11/30/2023	MONTHLY POSTING	9999888	460.51	101,233.50
	ENDING BALANCE			101,233.50

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	100,772.99
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	460.51
ENDING BALANCE	101,233.50
AVERAGE BALANCE	100,772.99

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	4,674.73

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



**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2023-1218-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HICKORY AND THE CITY OF CORINTH CONCERNING ANIMAL SHELTER 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 with the City of Corinth, Texas (hereinafter the "Agreement") for an amendment to an existing agreement for animal shelter services according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 18<sup>th</sup> of December, 2023.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

## AMENDMENT

THIS AMENDMENT ("**Agreement**") is made and entered into to be effective as of the date of the last signature hereto ("**Effective Date**"), by and between The Town of Hickory Creek, Texas, a Texas Type A general law municipality ("**Hickory Creek**") and The City of Corinth, Texas, a Texas home rule municipality ("**Corinth**").

### RECITALS:

- A. Corinth and Hickory Creek entered into an Interlocal Cooperation Agreement for animal control services ("**ILA**") on October 19, 2023;
- B. By the terms and provisions of the ILA, Hickory Creek provides animal control services to Corinth, in exchange for certain funds and other consideration between the parties;
- C. The ILA inadvertently omitted an increase in price for the animal control services;
- D. The parties desire to memorialize the correct price, effective as of the effective date of the ILA.

### AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants, premises, and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The ILA is hereby amended as follows:
  - a. Section 3 is hereby amended to read:

"3. Consideration. Corinth agrees to pay to Hickory Creek an annual payment of ONE HUNDRED TWENTY NINE THOUSAND EIGHT HUNDRED EIGHTY FIVE DOLLARS (\$129,885.00) by January 31, 2024, and on November 1<sup>st</sup> annually thereafter for the duration of the Initial Term and applicable Renewal Term(s) (the "Annual Fee"). Hickory Creek may, from time to time and in its sole discretion, adjust the Annual Fee due under this section (a "Annual Fee Adjustment"). An Annual Fee Adjustment shall only be effective if notice of the same is provided to Corinth not less than 90 days before the end of the then current Initial Term or Renewal Term. There shall be no offset or credit to Corinth against the Fee for sums collected pursuant to Section 6 of this Agreement.

As additional consideration for the services provided hereunder by Hickory Creek, Corinth has conveyed all right title and interest in the following personal property to Hickory Creek for use in providing animal control services:

- (a) Ford F-250 truck with animal box, VIN 1FT7X2B6XJEB41489 including all permanently installed equipment such as in truck computer, radios, ticket writer etc.
- (b) All animal equipment, including catch poles, traps, cages, etc., owned by Corinth on the Effective Date of this Agreement.
- (c) Rabies tag machine.

Hickory Creek agrees that title to the foregoing shall be conveyed back to Corinth and personal property shall be returned to Corinth if this Agreement is terminated by either Party as provided herein."

2. Unless otherwise provided herein, all capitalized and/or defined terms herein shall have the same meaning given to such capitalized and/or defined terms in the ILA.

3. Except as amended hereby, all of the terms and provisions of the ILA are hereby reaffirmed and remain in full force and effect. In the event there is a conflict between the terms and provisions of the ILA and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control.

4. Corinth agrees that Hickory Creek is not currently in default under the ILA, nor does any condition exist which, with the passage of time alone, could constitute a default under the ILA. Corinth agrees to fully and forever release and discharge Hickory Creek from any claim whatsoever relating to any period covered by the ILA prior to the date hereof.

5. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

**Hickory Creek:**

\_\_\_\_\_  
Lynn C. Clark, Mayor  
Date: December 18, 2023

**Corinth:**

\_\_\_\_\_  
Bill Heidemann, Mayor  
Date: \_\_\_\_\_



**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2023-1218-\_\_**

**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 ISSUANCE OF LICENSE TO MDM CHARTERS, INC.; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a proposed agreement with MDM Charters, Inc. (hereinafter the "Agreement") for the issuance of a license to use the Town’s park according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

**WHEREAS**, the Town Council finds that

- (1) the existing volume of use of the boat ramp and dock will support the anticipated use under the license contemplated by the Agreement;
- (2) the applicant for a license has a demonstrable record of safety, compliance with applicable legal requirements, and adequate staffing capacity to ensure safe and compliant operation under the license;
- (3) the applicant has adequate insurance for its operations under the license; and
- (4) the issuance of the license will not adversely impact the use of the boat ramp and dock by residents of the Town; and

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

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

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 18<sup>th</sup> of December, 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

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (the “Agreement”) is made and entered into this the 18<sup>th</sup> day of December, 2023, by and between the **Town of Hickory Creek**, a Texas Type-A municipality (the “Town”) and **MDM, INC.**, a Texas For-Profit Corporation operating with EIN #85-3614265 (“Operator;” and collectively the “Parties”).

### WITNESSETH:

**WHEREAS**, Operator seeks to utilize certain park land within the Town, which is under the control and supervision of the Town (the “Property”) for purposes consistent with its historical use as a park; and

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

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

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

### I.

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing, said recitals being true, binding, and hereby incorporated, and for other good and valuable consideration described herein, the Parties agree that Operator shall:

- 1.1 Obtain a permit related to the commercial use of boat ramps and docks and payment of any applicable fees in the amount of \$20,000.00 for a maximum of 3 vessels.
- 1.2 Prior to issuance of the permit, provide the Town with a certificate of insurance showing commercial liability insurance coverage with a minimum of \$1 million liability coverage and naming the Town as an additional insured (the “Coverage”).
- 1.3 Maintain the Coverage for the duration of the Term.
- 1.4 Provide business name, Federal Tax Identification Number, State Tax Identification Number, registration for each vessel, business address, and business phone numbers to the Town. Any changes to this information must be provided to the Town within 5 business days.
- 1.5 Provide 24-hour emergency contact information to the Town.
- 1.6 MDM, Inc. shall be allowed to conduct operations in Arrowhead Park only.
- 1.7 Conduct operations during posted park hours only. There shall be no overnight storage of vehicles or equipment in the park, on its grounds, or on adjacent waters.

- 1.8 Tie to courtesy dock for no more than fifteen (15) minutes to load customers' personal supplies.
- 1.9 Not allow more than one vessel to be tied to courtesy dock at any given time.
- 1.10 Not distribute passes to individuals, but instead require each individual vehicle to purchase a day use or annual pass.
- 1.11 Comply with all provisions of the Town of Hickory Creek's Code of Ordinances, and other rules or regulations adopted by the Town.

## **II. Term**

This Agreement shall commence on the date executed by each of the parties hereto and shall terminate at 11:59 PM on December 31, 2024.

## **III. Governmental Immunity**

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

## **IV. General Provisions**

- 4.1 **Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
- 4.2 **Choice of Law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Denton County, Texas, United States of America.
- 4.3 **Authority to enter into Agreement.** Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Operator represents that he or she is authorized to sign on behalf of Operator and Agrees to provide proof of such authorized to the Town upon request.
- 4.4 **Agreement read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

4.5 **Notice.** All notices and documents required herein shall be sent and provided to the Parties at the contact information listed below.

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

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

With copies to: Law Office of Dorwin Sargent III, PLLC  
ATTN: Dorwin L. Sargent, III  
624 W. University Dr., #127  
Denton, Texas 76201

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

4.6 **Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, OPERATOR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN AND TOWN'S SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

- (i) **THIS AGREEMENT;**
- (ii) **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT;**
- (iii) **OPERATOR'S OCCUPATION AND USE OF THE PREMISES;**
- (iv) **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY OPERATOR; OR**
- (v) **ANY ACT OR OMISSION OF OPERATOR OR OPERATOR'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL**

**OR EXERCISE CONTROL OVER,**

**EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE.**

**B. Upon written notice from Town, Operator agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Agreement for which Operator has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Operator shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.**

**IN WITNESS, WHEREOF,** the Parties enter into this Agreement on the 18<sup>th</sup> day of December, 2023.

**[signature page to follow]**

**MDM, INC.**

By: \_\_\_\_\_  
Michael Moran, Owner

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF DENTON §**

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

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, State of Texas

**TOWN OF HICKORY CREEK, TEXAS**

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

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF DENTON §**

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

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, State of Texas

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2023-1218-\_\_**

**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 RS2 HOSPITALITY GROUP, INC. CONCERNING LEASE OF TOWN PROPERTY FOR OFFICE SPACE, AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with an agreement for the use of Town property (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 18<sup>th</sup> day of December, 2023.

---

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



ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

# Office Lease

## Basic Information

Date: December 18, 2023

Landlord: The Town of Hickory Creek, Texas

Landlord's Address: 1075 Ronald Reagan Ave, Hickory Creek, Texas, 75065

Tenant: RS2 Hospitality Group, Inc.

Tenant's Address: 4481 FM 2181, Corinth, Texas, 76210

Guarantor: John Bradley Slate

Guarantor's Address: 4481 FM 2181, Corinth, Texas, 76210

Premises

Approximate square feet: 10' x 13.5' office, and non-exclusive use of conference room

Name of Building: Hickory Creek Town Hall

Street address/suite: 1075 Ronald Reagan Ave., Hickory Creek, Texas, 75065

Term (months): 12

Commencement Date: January 2, 2024

Termination Date: December 31, 2024

Base Rent (monthly): \$750.00

Security Deposit: \$0.00

Tenant's Pro Rata Share: zero percent (0%)

Permitted Use: use as an office in support of Human Resources for Chick Fil A Store #01172

Tenant's Insurance: As required by Insurance Addendum

Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements not caused by Tenant, Tenant will be responsible for repairing or rebuilding the following leasehold improvements: N/A

### A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Building Operating Hours" means 7:00 a.m. until 4:30 p.m. Monday through Thursday and 7:00 a.m. until 11:00 a.m. on Friday, except holidays.

A.3. “Common Areas” means all facilities and areas of the Building and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Building. Landlord has the exclusive control over and right to manage and determine the scope of the Common Areas.

A.4. “Essential Services” means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (exclusive of air-conditioning or heating for electronic data-processing or other specialized equipment) during Building Operating Hours and at such other times at such additional cost as Landlord and Tenant may agree on, (b) hot and cold water for lavatory and drinking purposes, (c) janitorial service and periodic window washing, (d) elevator service, if necessary, to provide access to and from the Premises, (e) electric current for normal office machines and the Building’s standard lighting reasonable for the Permitted Use, and (f) lighting in Common Areas in the Building’s standard light fixtures on the Premises.

A.5. “Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

A.6. “Lienholder” means the holder of a deed of trust covering the Premises.

A.7. “Operating Expenses” means all reasonable expenses, including real property taxes, that Landlord pays in connection with the ownership, operation, and maintenance of the Building, except principal and interest on any debt, expenditures classified as capital expenditures for federal income tax purposes, and expenses for which Tenant is required to reimburse Landlord.

A.8. “Parking Facility” means the facility or area described in the attached parking facility rider.

A.9. “Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.

## **B. Tenant’s Obligations**

### **B.1. Tenant agrees to—**

*B.1.a.* Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

*B.1.b.* Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.

*B.1.c.* Obey (i) all laws relating to Tenant’s use, maintenance of the condition, and occupancy of the Premises and Tenant’s use of any Common Areas in the Building; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building and Common Areas adopted by Landlord.

*B.1.d.* Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord’s Address.

*B.1.e.* Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

*B.1.f.* Obtain and pay for all utility services used by Tenant and not provided by Landlord.

*B.1.g.* Pay (i) monthly, in advance, Tenant's Pro Rata Share of the monthly estimated Operating Expenses and (ii) annually, any amount by which the actual Operating Expenses exceed the estimated Operating Expenses, within thirty days of receiving notice of such difference from the Landlord.

*B.1.h.* Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

*B.1.i.* Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

*B.1.j.* Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

*B.1.k.* If requested, deliver to Landlord a financing statement perfecting the security interest created by this lease.

*B.1.l.* Vacate the Premises and return all keys to the Premises on the last day of the Term.

*B.1.m.* On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

*B.1.n.* Arrange with Landlord in advance for any heating, air-conditioning, or electrical needs in excess of the services provided by Landlord and pay for such additional services as billed by Landlord.

*B.1.o.* INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.**

**B.2. Tenant agrees not to—**

*B.2.a.* Use the Premises for any purpose other than the Permitted Use.

*B.2.b.* Create a nuisance.

*B.2.c.* Interfere with any other tenant's normal business operations or Landlord's management of the Building.

*B.2.d.* Permit any waste.

*B.2.e.* Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

*B.2.f.* Change Landlord's lock system.

*B.2.g.* Alter the Premises.

*B.2.h.* Allow a lien to be placed on the Premises.

*B.2.i.* Assign this lease or sublease any portion of the Premises without Landlord's written consent.

## **C. Landlord's Obligations**

### ***C.1. Landlord agrees to—***

*C.1.a.* Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

*C.1.b.* Obey all laws relating to Landlord's operation of the Building and Common Areas.

*C.1.c.* Provide the Essential Services.

*C.1.d.* Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) Common Areas, (iv) structural soundness of the exterior walls, doors, corridors, and windows, and (v) other structures or equipment serving the Premises.

*C.1.e.* Return the Security Deposit to Tenant, less itemized deductions, if any, on or before the sixtieth day after the date Tenant surrenders the Premises.

*C.1.f.* Provide Tenant promptly after receipt of a written request from Tenant with a reconciliation of Tenant's Pro Rata Share of the actual Operating Expenses incurred by Landlord during the preceding calendar year and the estimated Operating Expenses paid by Tenant for the same period and reimburse Tenant for the amount of any estimated Operating Expenses paid by Tenant in excess of Tenant's Pro Rata Share of actual Operating Expenses for the preceding calendar year.

*C.1.g.* Provide Tenant with detailed invoices for all heating, air-conditioning, and electrical charges in excess of the Essential Services for which Landlord requests reimbursement.

## **D. General Provisions**

**Landlord and Tenant agree to the following:**

*D.1. Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

*D.2. Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

*D.3. Insurance.* Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.

*D.4. Release of Claims/Subrogation.* TENANT RELEASES LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

*D.5. Casualty/Total or Partial Destruction*

*D.5.a.* If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

*D.5.b.* If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in D.5.a. above.

*D.5.c.* To the extent the Premises are untenable after the casualty, the Rent will be adjusted as may be fair and reasonable.

*D.6. Condemnation/Substantial or Partial Taking*

*D.6.a.* If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

*D.6.b.* If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

*D.6.c.* Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

*D.7. Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

*D.8. Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

*D.9. Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease.

*D.10. Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

*D.11. Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

*D.12. Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

*D.13. Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

*D.14. Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

*D.15.* [reserved]

*D.16. Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

*D.17. Venue.* Exclusive venue is in the county in which the Premises are located.

*D.18. Entire Agreement.* This lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

*D.19. Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

*D.20. Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

*D.21. Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

*D.22. Use of Common Areas.* Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

*D.23. Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

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

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John Bradley Slate, Owner/Operator  
RS2 Hospitality Group, Inc.



## Guaranty

Date: \_\_\_\_\_

Lease Date: \_\_\_\_\_

Landlord: Town of Hickory Creek, Texas

Tenant:RS2 Hospitality Group, Inc.

Premises: office and non-exclusive use of common areas of Town Hall

Guarantor: John Bradley Slate

Guarantor's Address: 4481 FM 2181, Corinth, Texas, 76210

To induce Landlord to enter into the Lease and for other consideration, Guarantor agrees that—

1. Guarantor guarantees the performance of Tenant's obligations under the Lease.
2. This is a primary, irrevocable, and unconditional guaranty of payment and performance and not of collection and is independent of Tenant's obligations under the Lease.
3. Guarantor will make all payments to Landlord at Landlord's address set forth in the Lease.
4. This guaranty will remain in effect regardless of any modification or extension of the Lease.
5. Guarantor's obligations will not be diminished by any compromise or release agreed on by Tenant and Landlord or by the discharge, limitation, or modification of Tenant's obligations in any bankruptcy or other debtor relief proceeding.
6. If there is more than one guarantor, the obligations of each guarantor will be joint and several.
7. Texas law applies to the guaranty.

Guarantor waives its rights—

1. To notices of acceptance, modification, extension, and default and any other notice.
2. To claim any defense arising out of lack of diligence; any failure to pursue Tenant; loss or impairment of any right of subrogation or reimbursement; release of any other guarantor or collateral; death, insolvency, or lack of corporate authority of Tenant; and waiver, release, or election, based on Landlord's or Tenant's rights and obligations under the Lease and the enforcement of its terms.
3. Under chapter 43 of the Texas Civil Practice and Remedies Code.

The prevailing party in any dispute arising out of this guaranty will be entitled to recover reasonable attorney's fees.

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John Bradley Slate

## **Insurance Addendum to Lease**

Lease Date: \_\_\_\_\_

Landlord: Town of Hickory Creek, Texas

Tenant: RS2 Hospitality Group, Inc.

This addendum is part of the lease.

### **A. Tenant agrees to—**

#### 1. Maintain the following coverages:

- a. Commercial property insurance written on a causes of loss—special form (formerly known as “all risks” form) covering Tenant’s personal property, fixtures, and leasehold improvements in the Premises, and naming Landlord as “Building Owner Loss Payable.”
- b. Business income and extra expense property insurance naming Landlord as an “additional insured” and covering income and ongoing expenses, including rent, for a period of at least twelve months.
- c. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering Tenant’s operations within the Premises, naming Landlord, Landlord’s property manager, if any, and Landlord’s Lienholder, if any, as “additional insured,” and having limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- d. Business auto liability insurance written on an occurrence basis and having a combined single limit of not less than \$1,000,000.
- e. Worker’s compensation insurance in the statutory amount and employer’s liability insurance having limits of not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 bodily injury by disease for entire policy. Both policies must have a waiver of subrogation in favor of Landlord.

2. Deliver certificates of insurance and copies of any additional insured and waiver of subrogation endorsements to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.

### **B. Landlord agrees to maintain—**

1. Commercial property insurance written on a causes of loss—special form covering the building in which the Premises is located.

2. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering Landlord’s operations within the building in which the Premises is located and having limits not less than \$2,000,000 each occurrence and \$4,000,000 general aggregate.

**C. Landlord and Tenant agree that—**

1. The commercial property insurance policies maintained by them will contain (a) optional coverage for agreed value to eliminate the coinsurance clause, (b) optional coverage for replacement cost, (c) increased limits of ordinance or law coverage to cover increased cost of construction, (d) increased limits for debris removal coverage, and (e) a waiver of subrogation clause in favor of the party not carrying the commercial property insurance.

2. The commercial general liability insurance will be primary to the maintaining party and not contributory to any similar insurance carried by the other party and will contain a severability-of-interest clause.

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

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John Bradley Slate, Owner/Operator  
RS2 Hospitality Group, Inc.



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** December 18, 2023

**AGENDA ITEM:** Interview for Arts and Culture Board Place 7 and consider and act on an appointment.

**SUMMARY:** Place 7 is for a two-year term expiring June 2025.



## AGENDA INFORMATION SHEET

**MEETING DATE:** December 18, 2023

**AGENDA ITEMS:** Consider and act on a preliminary plat of the Lakesound Addition, Block A, Lot 2: being 2.3575 acres out of the H.H. Swisher Survey - Abstract No. 1220, Town of Hickory Creek, Denton County Texas. The property is located at 3550 FM 2181.

Consider and act on a site and landscape plan of the Lakesound Addition, Block A, Lot 2: being 2.3575 acres out of the H.H. Swisher Survey - Abstract No. 1220, Town of Hickory Creek, Denton County Texas. The property is located at 3550 FM 2181.

Consider and act on a final plat of the Lakesound Addition, Block A, Lot 2: being 2.3575 acres out of the H.H. Swisher Survey - Abstract No. 1220, Town of Hickory Creek, Denton County Texas. The property is located at 3550 FM 2181.

Half Engineering reviewed and recommends approval.

The development site has been approved by the Lake Cities Fire Department.

Date	Request	Meeting	Result
7/7/22	Permit to Construct Access Driveway Facilities on Highway Right of Way		Permit granted by TxDot
9/26/22	Voluntary Annexation	Town Council	Approved
11/15/22	C-1 Zoning Designation	Planning & Zoning	Recommend approval
11/21/22	C-1 Zoning Designation	Town Council	Approved
12/12/23	Preliminary & Final Plat, Site & Landscape Plans	Planning & Zoning	Recommend approval
12/18/23	Preliminary & Final Plat, Site & Landscape Plans	Town Council	



December 5, 2023  
AVO 37638.200

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

**Re: Chick-Fil-A (Lot 2, Block - Lakesound Addition) – Preliminary Plat  
2<sup>nd</sup> Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Preliminary Plat application for Chick-Fil-A Lot 2, Block A Lakesound Addition on November 15, 2023. The surveyor is Blue Sky Surveying & Mapping and the engineer is Burger Engineering, LLC. The owner is Shirley Abernathy.

Halff received comment responses on the 1<sup>st</sup> Review of Preliminary Plat, Site Plan and Landscape Plan on December 5, 2023.

**Halff has reviewed the Preliminary Plat, Site Plan, and Landscape Plan and comment responses and has no further comments. Halff recommends approval of the Preliminary Plat, Site Plan, and Landscape Plan contingent on the following:  
Please note the Conceptual Stormwater Management Plan (Sheets C5.1 and C5.2) is under review by separate letter, and acceptance of Preliminary Plat should be contingent upon acceptance of a Preliminary Stormwater Management Plan.**

#### **General**

1. Please update any callouts, titles, labels, etc. indicating “City” to “Town.”  
*2<sup>nd</sup> Review: Addressed. All call outs have been revised to read Town.*
2. Please shown Town Limit/Boundary for all plan sheets.  
*2<sup>nd</sup> Review: Addressed. Town Limit/Boundary lines have been added.*
3. Refer to markups for all comments.  
*2<sup>nd</sup> Review: Comment acknowledged.*

#### **Preliminary Plat**

1. Please include, at minimum, the telephone number contact of the Owner.  
*2<sup>nd</sup> Review: Addressed. Phone number and email have been added.*
2. Please include the date (Month and Year will suffice) of plat preparation.  
*2<sup>nd</sup> Review: Addressed. Date has been added.*
3. Please include and show the Town Limit line in the plat and vicinity map.  
*2<sup>nd</sup> Review: Addressed. Town Limit line has been added.*

4. Please show location, size and type of all existing utilities within or adjacent to the site. Specifically, the continuation of the 18" FM line and all utility lines proposed by others that will be considered existing upon start of construction.  
*2<sup>nd</sup> Review: Addressed. All existing utilities and proposed by others utilities have been added.*
5. Please provide minimum building setback lines for specified zoning designation per Town Ordinances.  
*2<sup>nd</sup> Review: Addressed. A 40' front and 20' rear building line have been added.*
6. Please include standard/typical survey or plat notes i.e. basis of bearings, state plane coordinate system, NAD, abstract lines usage, etc. Please also include in those notes a statement noting that the property is not in or adjacent to a FEMA floodplain.  
*2<sup>nd</sup> Review: Addressed. Plat notes have been added as requested.*
7. "City Project No. \_\_\_\_" designator can be removed from the plat.  
*2<sup>nd</sup> Review: Addressed. Number has been removed.*
8. Please update the County to "Denton" from "Dallas."  
*2<sup>nd</sup> Review: Addressed. The plat will be signed in Dallas County so the label is correct as is. It is understood that the final plat will be filed and recorded in Denton County as required.*
9. Please confirm direction as "West" from "East."  
*2<sup>nd</sup> Review: Addressed. Revised legal as requested.*

### Site Plan

1. Please include the area in acreage in the title block.  
*2<sup>nd</sup> Review: Addressed. Acreage has been added to the title block.*
2. Please include the Owner's contact information in addition to Applicant and Engineer.  
*2<sup>nd</sup> Review: Addressed. Owner's contact information has been added.*
3. Please show distances between centerlines of all existing and proposed driveways. Please also show the approximate distance to the nearest street or driveway on/off the sheet in both east and west directions.  
*2<sup>nd</sup> Review: Addressed. All driveway distances have been added.*
4. Please include the proposed building height in feet and inches in the Site Data Table.  
*2<sup>nd</sup> Review: Addressed. Building height has been added to the site data table.*
5. Please include minimum building setback lines for front, side and rear lot per Zoning Ordinance requirements.  
*2<sup>nd</sup> Review: Addressed. A 40' front and 20' rear building line have been added.*
6. Please include note indicating property is not within or adjacent to a FEMA floodplain.  
*2<sup>nd</sup> Review: Addressed. A floodplain note has been added.*
7. Please clarify or specify the designated loading and unloading area (i.e. delivery/freight trucks).  
*2<sup>nd</sup> Review: Addressed. Per telephone conversation with Town Engineer, Chick-Fil-A will deliver after business hours and is not proposing a designated loading/unloading zone.*
8. Please show dimensions for the flared "8A" ramp.  
*2<sup>nd</sup> Review: Addressed. The length of the ramp has been added.*



9. Please specify height and material proposed for the screening wall at dumpster location (i.e. masonry).  
*2<sup>nd</sup> Review: Addressed. An 8'-8" height label has been added.*
10. Please include dimensions for all proposed directional (other than Chick-Fil-A signs) signage.  
*2<sup>nd</sup> Review: Addressed. A note to refer to the detail sheet for dimensions has been added.*
11. Layout Note 11 "Typical Pole Base" does not appear to be called out anywhere on the site plan. Please confirm. Is exterior lighting proposed on this site?  
*2<sup>nd</sup> Review: Addressed. Note has been removed. Site Lighting will be provided with the building permit.*
12. Please show and label all existing and proposed utilities and other related ground features i.e. valves, vaults, etc.  
*2<sup>nd</sup> Review: Addressed. All utilities have been added.*
13. Please show and label all existing and proposed storm drain pipe and other related ground features i.e. manholes, inlets, grates, etc.  
*2<sup>nd</sup> Review: Addressed. All utilities have been added.*
14. Please label proposed fire hydrant (see markups for location).  
*2<sup>nd</sup> Review: Addressed. Label has been added.*

#### **Tree Preservation and Landscape Plan**

1. Title block is inconsistent between plan sheets. Please match between all sheets.  
*2<sup>nd</sup> Review: Addressed. Title block has been revised.*
2. Please include note indicating type and placement of irrigation system.  
*2<sup>nd</sup> Review: Addressed. Note has been provided as note number 6 on the landscape notes.*
3. Please show and label all screening walls, fences, retaining walls, headlight screens and service area screens, including heights and types, as needed on the Landscape Plan.  
*2<sup>nd</sup> Review: Addressed. All screening labels have been added.*

Sincerely,

**HALFF**

TBPELS Engineering Firm No. 312



Kevin Gronwaldt, PE  
Consulting Engineer for the Town of Hickory Creek

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

Attachment: Town Checklist markup  
Comment Response Letter



# LAKE CITIES FIRE DEPARTMENT

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*Proudly serving Hickory Creek, Shady Shores, Lake Dallas, and Corinth*

David Rodriguez  
Fire Marshal

**Chick-Fil-A**  
**3568 FM 2181**  
**Hickory Creek, TX 75065**

To the Town of Hickory Creek, this letter is to inform that there are no pending issues with development at the location of 3568 FM 2181, Hickory Creek, TX 75065. The development site has been approved by the Lake Cities Fire Department.

If there are any questions or concerns, please contact our office.

Sincerely,



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**David Rodríguez**  
**Fire Marshal**  
**Lake Cities Fire Department**

~ CURVE TABLE ~

NO.	RADIUS	DELTA	ARC	CH. BEARING	CHORD
C1	85.00'	10°24'23"	15.44'	N 04°35'46" E	15.46'
C2	145.00'	10°26'05"	26.41'	N 04°34'56" E	26.37'

~ LINE TABLE ~

NO.	BEARING	DISTANCE
L1	N 00°36'25" W	87.44'
L2	N 09°47'58" E	81.56'
L3	N 00°38'06" W	90.73'

~ TREE TABLE ~

NO.	SIZE	TREE TYPE
18	14"	POST OAK
19	8"	BLACKJACK OAK
20	10"	POST OAK
21	7" 8"	POST OAK
22	11"	POST OAK
23	11"	POST OAK
24	12"	POST OAK
25	26"	POST OAK
26	7"	POST OAK
27	6", 2-12"	HACKBERRY
28	19"	BLACKJACK OAK
29	14"	BLACKJACK OAK
30	19"	POST OAK
31	6", 8"	HACKBERRY
32	7", 8"	POST OAK
33	10"	BLACKJACK OAK
34	7"	POST OAK
35	7"	POST OAK
36	0"	HACKBERRY
37	6"	POST OAK
38	8"	POST OAK
39	8"	POST OAK
40	13"	LOBLOLLY PINE
41	13"	LOBLOLLY PINE
42	7"	LOBLOLLY PINE
43	7"	POST OAK
44	18"	POST OAK
45	9"	BLACKJACK OAK
46	15"	POST OAK
47	6"	BLACKJACK OAK
48	9"	POST OAK

~ CURVE TABLE ~

NO.	RADIUS	DELTA	ARC	CH. BEARING	CHORD
FC1	25.00'	23°30'25"	10.26'	S 78°51'12" E	10.19'
FC2	25.00'	16°38'24"	7.26'	S 81°04'23" W	7.24'
FC3	85.01'	09°25'57"	13.99'	N 04°06'35" E	13.98'
FC4	35.00'	40°04'23"	17.49'	S 70°34'14" E	17.13'
FC5	25.00'	89°59'59"	39.27'	N 44°23'36" E	35.36'
FC6	25.00'	89°53'59"	39.23'	N 45°33'26" W	35.32'
FC7	25.00'	06°35'39"	2.88'	S 86°05'46" W	2.88'

~ LINE TABLE ~

NO.	BEARING	DISTANCE
F1	S 89°23'35" W	207.74'
F2	S 00°36'25" E	196.00'
F3	S 89°23'35" W	229.04'
F4	N 00°36'25" W	207.74'
F5	N 89°23'35" E	168.96'
F6	N 00°36'25" W	96.00'
F7	S 89°23'35" W	164.87'
F8	N 00°38'06" W	27.74'

~ LINE TABLE ~

NO.	BEARING	DISTANCE
S1	N 89°23'02" E	328.47'
S2	N 71°41'46" E	5.53'
S3	S 00°26'06" E	15.27'
S4	S 89°23'02" W	333.68'
S5	N 00°38'02" W	13.59'
S6	N 71°41'46" E	59.82'
S7	N 89°40'33" E	3.07'
S8	S 00°26'06" E	14.77'
S9	S 71°41'46" W	63.04'

~ LINE TABLE ~

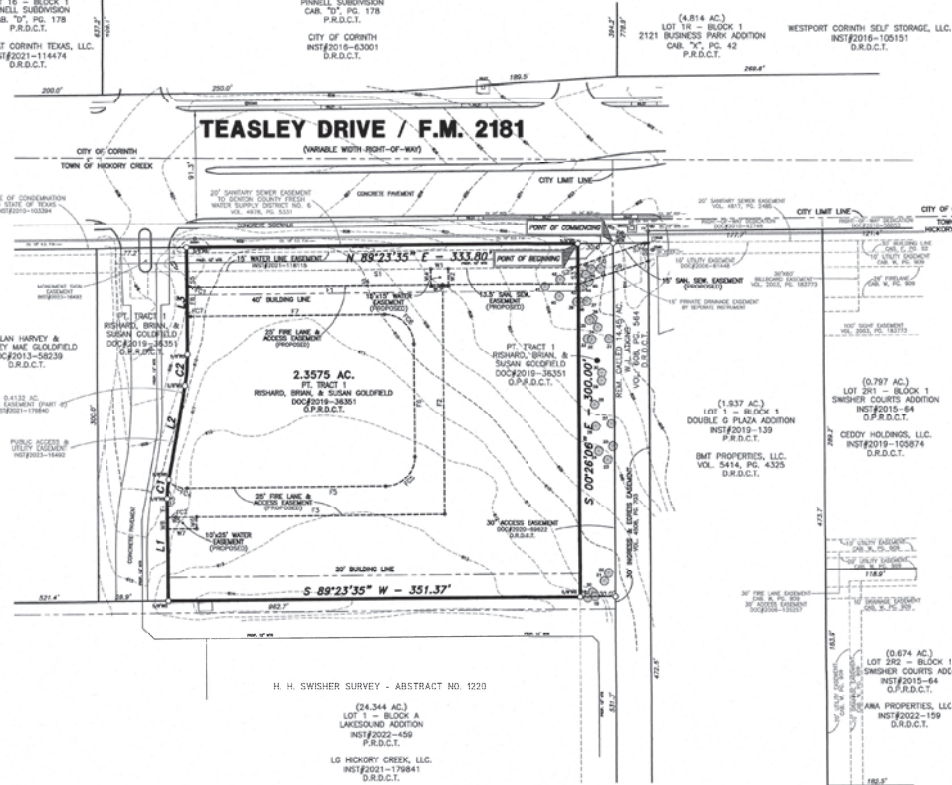
NO.	BEARING	DISTANCE
W1	N 89°23'02" E	15.00'
W2	S 00°38'24" E	14.99'
W3	S 89°21'36" W	15.00'
W4	N 00°38'24" W	15.00'
W5	N 89°23'35" E	25.00'
W6	S 00°36'25" W	10.00'
W7	S 89°23'35" W	25.00'
W8	N 00°36'25" W	10.00'

**FLOOD NOTE**  
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - NATIONAL FLOOD INSURANCE PROGRAM (NFIP) - FLOOD INSURANCE RATE MAP (FIRM) - FOR THE DENTON COUNTY, TEXAS AND INCORPORATED AREAS - MAP NO. 48121C0303H, MAP REVISED, JUNE 19, 2020, THE PROPERTY SHOWN HEREON LIES IN ZONE "X" (OTHER AREAS).  
 ZONE "X" (OTHER AREAS) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".  
 THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURE THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RAISE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

**LEGEND**

- ▲ FIRE HYDRANT
- CHASED "X" SET
- IRON ROD FOUND (SIZE AS NOTED)
- IRON ROD SET (SIZE AS NOTED)
- CHIRALAS UTILITY POLE BY CITY
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE
- SWR. GROUND OUT
- GALL VALVE
- WATER VALVE
- BOLLARD
- SIGNAL BOX
- SIGNAL POST
- STREET LIGHT
- ELECTRIC POLE
- STREET SIGN
- CABLE MARKER
- CABLE BOX
- AIRC. SPRINKLER PAD
- LIGHT POLE

**GRAPHIC SCALE: 1"=50'**



**SURVEYOR'S CERTIFICATE**  
 KNOW ALL MEN BY THESE PRESENTS: I, DAVID PETREE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH PLATTING RULES AND REGULATIONS OF THE CITY PLANNING COMMISSION OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS.

DAVID PETREE  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 1890

STATE OF TEXAS  
 COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED DAVID PETREE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME, FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY SEAL AND OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

**RECOMMENDED FOR APPROVAL**

CHAIRMAN, PLANNING AND ZONING COMMISSION  
 TOWN OF HICKORY CREEK, TEXAS

DATE \_\_\_\_\_

APPROVED FOR PREPARATION OF FINAL PLAT

MAYOR, TOWN OF HICKORY CREEK, TEXAS

DATE \_\_\_\_\_

THE UNDERSIGNED, THE TOWN SECRETARY OF TOWN OF HICKORY CREEK, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING FINAL PLAT OF THE LAKESOUND ADDITION TO THE TOWN OF HICKORY CREEK WAS SUBMITTED TO THE TOWN COUNCIL, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND THE COUNCIL, BY FORMAL ACTION, THEN AND THERE, ACCEPTED THE DEDICATION OF STREETS, ALLEYS, PARKS, EASEMENTS, PUBLIC PLACES, AND WATER AND SEWER LINES, AS SHOWN AND SET FORTH IN AND UPON SAID PLAT, AND SAID COUNCIL, FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING THEIR NAME AS HEREINAFORE SUBSCRIBED.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

TOWN SECRETARY  
 TOWN OF HICKORY CREEK, TEXAS.

**OWNER'S CERTIFICATE**

STATE OF TEXAS  
 COUNTY OF DENTON

WHEREAS, SHIRLEY ABERNATHY, RICHARD GOLDFELD, BRIAN GOLDFELD, AND SUSAN GOLDFELD, ARE THE OWNERS OF 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 THE PROPERTY DESCRIBED AS TRACT 1, IN DEED FROM ALAN H. GOLDFELD AND WIFE, SHIRLEY M. GOLDFELD TO J. O. GOLD, L.P., AS RECORDED UNDER COUNTY CLERK FILE NO. 99-8-0094077 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED AS TRACT 1 IN DEED AS RECORDED IN INSTRUMENT NO. 2019-36251 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN ALUMINUM MONUMENT FOUND FOR THE NORTHEAST CORNER OF SAID GOLDFELD TRACT, SAID POINT BEING IN THE SOUTH RIGHT-OF-WAY LINE OF SWISHER ROAD (F.M. 2181) (VARIABLE WIDTH RIGHT-OF-WAY), ALSO BEING THE SOUTHWEST CORNER OF A RIGHT-OF-WAY DEDICATION TO THE STATE OF TEXAS, AS RECORDED IN INSTRUMENT NO. 2010-103394 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 89° 23' 35" WEST AND FOLLOWING ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID TEASLEY DRIVE (F.M. 2181), COMMON TO THE NORTH LINE OF SAID GOLDFELD TRACT FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00° 26' 06" EAST AND DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID SWISHER ROAD (F.M. 2181), OVER AND ACROSS SAID GOLDFELD TRACT, FOR A DISTANCE OF 350.00 FEET TO 5/8" IRON ROD SET IN THE NORTH LINE OF LOT 1, BLOCK A OF LAKESOUND ADDITION, AS RECORDED UNDER INSTRUMENT NO. 2022-459 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 89° 23' 35" WEST AND FOLLOWING ALONG THE NORTH LINE OF SAID LOT 1, BLOCK A OF LAKESOUND ADDITION FOR A DISTANCE OF 351.37 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 00° 36' 25" WEST AND DEPARTING THE NORTH LINE OF SAID LOT 1, OVER AND ACROSS AFORESAID GOLDFELD TRACT FOR A DISTANCE OF 87.44 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10° 24' 23" WITH A RADIUS OF 85.00 FEET AND A CHORD BEARING NORTH 04° 35' 46" EAST AT A DISTANCE OF 15.42 FEET;

THENCE NORTHEASTERLY AND CONTINUING ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 15.44 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 09° 47' 58" EAST FOR A DISTANCE OF 81.56 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10° 26' 05" WITH A RADIUS OF 145.00 FEET AND A CHORD BEARING NORTH 04° 34' 56" EAST AT A DISTANCE OF 26.37 FEET;

THENCE NORTHEASTERLY AND CONTINUING ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 26.41 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 00° 38' 06" WEST FOR A DISTANCE OF 90.73 FEET TO A 5/8" IRON ROD SET IN THE SOUTH RIGHT-OF-WAY LINE OF AFORESAID TEASLEY DRIVE (F.M. 2181) (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT ALSO BEING IN THE SOUTH LINE OF AFORESAID RIGHT-OF-WAY DEDICATION, SAID POINT ALSO BEING IN THE NORTH LINE OF SAID GOLDFELD TRACT;

THENCE NORTH 89° 23' 35" WEST AND FOLLOWING ALONG THE NORTH LINE OF SAID GOLDFELD TRACT, COMMON TO THE SOUTH RIGHT-OF-WAY LINE OF SAID TEASLEY DRIVE (F.M. 2181) FOR A DISTANCE OF 333.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.3575 ACRES OF LAND, MORE OR LESS.

BASES OF BEARINGS PER STATE PLANE COORDINATES (4202 TEXAS NORTH CENTRAL ZONE)

**PRELIMINARY PLAT  
 LAKESOUND ADDITION  
 BLOCK A, LOT 2**  
 BEING 2.3575 ACRES OUT OF THE  
 H.H. SWISHER SURVEY - ABSTRACT NO. 1220  
 TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

NOVEMBER 27, 2023



BLUE SKY SURVEYING & MAPPING, CORPORATION  
 11015 MIDWAY ROAD  
 DALLAS, TEXAS 75229  
 PHONE: (214) 358-4600  
 FAX: (214) 358-4600  
 DRPETREE@BLUESKYSURVEYING.COM  
 TPLS REGIS TRATION NO. 10100700

**OWNER**  
 SHIRLEY ABERNATHY  
 6101 LONG PRAIRIE ROAD  
 SUITE 744 PMB 51  
 FLOWER MOUND, TEXAS 75028  
 OFFICE: 940-585-8186  
 EMAIL: DIVAONE@GMAIL.COM

**ENGINEER**  
 BURGER ENGINEERING, LLC  
 17103 PRESTON ROAD, SUITE 180N  
 DALLAS, TEXAS 75248  
 CONTACT: BRYAN M. BURGER, P.E.  
 OFFICE: 972-630-3360  
 EMAIL: BBURGER@BURGERENGINEERING.COM

**SURVEYOR**  
 BLUE SKY SURVEYING & MAPPING  
 11015 MIDWAY ROAD  
 DALLAS, TEXAS 75229  
 CONTACT: DAVID PETREE  
 PHONE: 214-358-4500  
 EMAIL: DRPETREE@BLUESKYSURVEYING.COM

~ BOUNDARY CURVE DATA TABLE ~

NO.	RAJUS	DELTA	ARC	CH. BEARING	CHORD
C1	85.00'	10°24'23"	15.44'	N 04°35'46" E	15.42'
C2	143.00'	10°26'05"	26.41'	N 04°34'56" E	26.37'

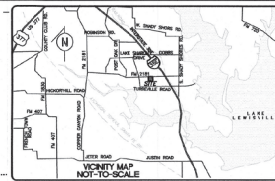
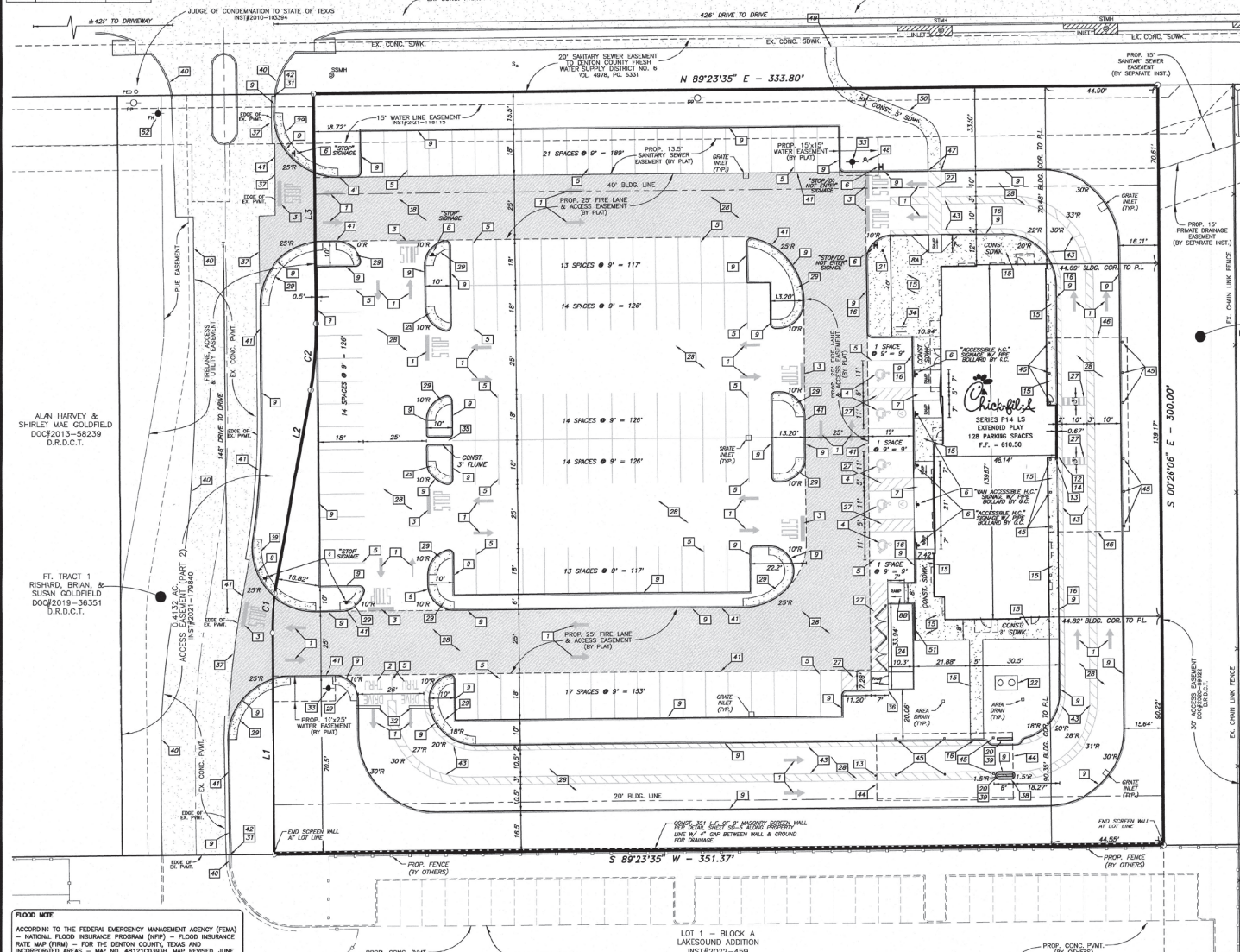
~ BOUNDARY LINE TABLE ~

NO.	BEARING	DISTANCE
L1	N 00°36'25" W	87.44'
L2	N 09°47'58" E	81.56'
L3	N 00°38'06" W	90.73'

CITY OF CORINTH  
TOWN OF HICKORY CREEK

# TEASLEY DRIVE (F.M. 2181)

( VARIABLE WIDTH RIGHT-OF-WAY )



- LEGEND**
- FA FIRE HYDRANT
  - CHISELED "X" SET
  - IRON ROD FOUND (SITE AS NOTED)
  - UNDERGROUND UTILITY POLE W/ GUY
  - UNDERGROUND ELECTRIC OR TELEPHONE
  - LIGHT POLE
  - SANITARY SEWER MANHOLE
  - SAN. SDR. CLEAN OUT
  - GAS VALVE
  - WATER VALVE
  - TREE
  - MANHOLE (TYPE AS NOTED)
  - TRANS. ELECTRIC SIGNAL BOX
  - TRANS. ELECTRIC TRANSFORMER BOX
  - ELECTRIC TRANSMISSION STEEL TOWER
  - UNDERGROUND CABLE MARKER
  - TRAFFIC BOX
  - ELECTRIC METER
  - GAS METER
  - FIRE LINE

**SITE DATA**

ZONING:	C-1 (COMMERCIAL DISTRICT)
LOT AREA:	2,937.5 ACRES (126,843 S.F.)
PROPOSED USE:	DINE IN & DRIVE THRU RESTAURANT
BUILDING AREA:	6,026 S.F.
F.A.R.:	0.25/1
BUILDING HEIGHT:	21'-1/2"
PARKING REQUIRED:	1 SPACE FOR EVERY 100 S.F.
	6,026 / 100 = 61 SPACES
PARKING PROVIDED:	128 SPACES (5 A.C.)
PROPR. LANDSCAPE AREA TOTAL:	25,928 S.F. (23.25 AC)
PROPR. IMPROVED AREA TOTAL:	76,787 S.F. (74.75 AC)

- NOTES**
- ALL ON-SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT CHECK-FL-A SPECIFICATIONS AND/OR TOWN STANDARD SPECIFICATIONS, WHICHEVER IS MORE RESTRICTIVE.
  - ALL CONSTRUCTION IN TOWN RIGHT-OF-WAYS AND/OR EASEMENT SHALL BE IN ACCORDANCE WITH THE TOWN'S STANDARD SPECIFICATIONS.
  - PERMITS AND APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION OR REVISIONS SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS AS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
  - THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.
  - IF CONTRACTOR FINDS A DISCREPANCY WITH THE TOPOGRAPHIC INFORMATION ON THESE PLANS HE/SHE SHALL CONTACT THE CONSTRUCTION MANAGER/SUPERVISOR IMMEDIATELY.
  - ALL DIMENSIONS SHOWN ARE TO FACE OF CURB, BRICK, OR AS OTHERWISE NOTED.
  - REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
  - ALL RADII ARE 2" UNLESS OTHERWISE NOTED.
  - ALL PARKING STALLS SHALL BE STRIPED IN ACCORDANCE W/APPLICABLE GOVERNING AUTHORITIES.

- LAYOUT NOTES**
- |                                                                             |                                                                                 |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| 1 PAINTED TRAFFIC ARROW                                                     | 27 STRIPING (SEE SHEET C-7 DETAIL 5)                                            |
| 2 DRIVE TRU STRIPING                                                        | 28 CONCRETE PAVEMENT                                                            |
| 3 STOP BAR                                                                  | 29 CONCRETE PARAPET PROTECTION                                                  |
| 4 PAINTED HANDICAP PARKING SYMBOL                                           | 30 ADJUST EX. LANDSCAPING & IRRIGATION (NOT USED)                               |
| 5 PARKING STALLS / 4" PAINTED STRIPE (YELLOW - 2 COATS)                     | 31 MATCH LOCATION & ELEVATION OF PROP. CONC. CURB (BY OTHERS)                   |
| 6 DIRECTIONAL SIGNAGE (OTHER THAN CHECK-FL-A SIGNS) (SEE DETAILS SHEET C-6) | 32 CLEARANCE BAR (REF. SIGN PLAN)                                               |
| 7 CHECK-IN-A MAIN ENTRY RAMP                                                | 33 FIRE HYDRANT LOCATION                                                        |
| 8 CURBED RAMP "X" - FLAMES SIDES                                            | 34 BENT BRICK (REF. ARCH. PLANS FOR DETAILS)                                    |
| 9 CURBED "X" - FLAMES SIDES                                                 | 35 CONCRETE SET PLANS                                                           |
| 10 INTERIOR CONCRETE CURB                                                   | 36 END CURB AT DRIVEWAY                                                         |
| 11 SOLID PLASTIC WHEEL STOP (NOT USED)                                      | 37 MATCH PROP. CONC. PAVEMENT (BY OTHERS)                                       |
| 12 NOT USED                                                                 | 38 MATCH ORDER POINT ISLAND                                                     |
| 13 DRIVE TRU PLAN VIEW                                                      | 39 MENU BOARD LAYOUT DETAIL                                                     |
| 14 STEEL PIPE BOLLARD                                                       | 40 PROP. FIRE LANE STRIPING (BY OTHERS)                                         |
| 15 DRIVE TRU ISOMETRIC VIEW                                                 | 41 DRIVE TRU LANE STRIPING                                                      |
| 16 TYPICAL SIGNWAY DETAIL                                                   | 42 DRIVE TRU LANE STRIPING                                                      |
| 17 SIGNWAY ALIGNMENT TO CURB                                                | 43 MATCH PROP. FIRE LANE STRIPING (BY OTHERS)                                   |
| 18 CONSTRUCTION JOINT                                                       | 44 ORDER TRIMMING STRIPING DETAIL                                               |
| 19 SWEET CLEANOUT (SEE SHEET P8-1)                                          | 45 DRIVE TRU MENU ORDER POINT PLANS BY LANE SUPPLY, INC. FOR DETAILS            |
| 20 MENU BOARD ORDERING STATION                                              | 46 DRIVE TRU MENU DELIVERY CANOPY (REF. PLANS BY LANE SUPPLY, INC. FOR DETAILS) |
| 21 LANDSCAPE - EXIST. SERIES SO POLE POLE BY APPROVED                       | 47 TURN DOWN CURB                                                               |
| 22 DRIVE TRU                                                                | 48 REMOVE F.I.C. LOCATION                                                       |
| 23 MATCH EX. CONC. SIDEWALK                                                 | 49 MATCH EX. CONC. SIDEWALK                                                     |
| 24 DRIVEWAY/STORAGE AREA W/SPREADING (8"-8" RT.)                            | 50 CONST. CONC. SIDEWALK                                                        |
| 25 PROP. CONC. PAVEMENT (BY OTHERS)                                         | 51 CONC. CURB ALONG BACK OF DRIVEWAY WALL W/ 1/2" ELEVATION POINT SEALED        |
| 26 1" CURB OPENING (NOT USED)                                               | 52 FUTURE FIRE HYDRANT AT THE NEARLY TRUCK DRIVEWAYS                            |

**FLOOD NOTE**  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - NATIONAL FLOOD INSURANCE PROGRAM (NFIP) - FLOOD INSURANCE RATE MAP (FIRM) - FOR THE DENTON COUNTY, TEXAS AND INCORPORATED AREAS - MAP NO. 481210035H, MAP REVISED JUNE 15, 2020, THE PROPERTY SHOWN HEREON LIES IN ZONE "X" (OTHER AREAS).  
ZONE "X" (OTHER AREAS) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".  
THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURE THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. IN RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY WINDSTORM OR NEARBY CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

**OWNER:**  
SHIRLEY ABERNATHY  
6101 LONG PRAIRIE ROAD,  
SUITE 744, PMB 51  
FLOWER MOUND, TEXAS 75028  
PHONE: (940) 585-8186  
EMAIL: DIVAONE@GMAIL.COM

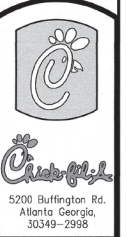
**APPLICANT:**  
CHICK-FIL-A, INC.  
5200 BUFFINGTON ROAD  
ATLANTA, GEORGIA 30349  
PHONE: (404) 765-8000  
CONTACT: GETRA THOMASON-SANDERS  
EMAIL: GETRA.SANDERS@CFACORP.COM

**ENGINEER:**  
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PHONE: (972) 630-3350  
CONTACT: BRYAN M. BURGER, P.E.  
EMAIL: 3BURGER@BURGERENGINEERING.COM

**NOTE:**  
SITE BENCHMARK NO. 1 - CENTER OF RIM OF SANITARY SEWER MANHOLE LOCATED APPROXIMATELY 25 FEET NORTHWEST OF THE NORTHWEST PROPERTY CORNER.  
ELEVATION = 602.27'  
SITE BENCHMARK NO. 2 - TOP OF NORTHWEST CORNER OF INLET LOCATED IN THE SOUTH CURB LINE OF SPINER ROAD (FM 2181), APPROXIMATELY 35 FEET NORTHWEST OF THE NORTHWEST PROPERTY CORNER.  
ELEVATION = 602.30'

**BURGER ENGINEERING**  
Civil Consultants

17103 Preston Road, Suite 180N  
Dallas, Texas 75248  
Office: 972.630.3350 Fax: 972.630.3380  
TWP: F-12997



Revisions:  
Mark Date By

Mark Date By

LOT 2 - BLOCK A - LAKESOUND ADDITION  
2.8575 ACRES OUT OF THE  
H.H. SWISHER SURVEY, ABSTRACT NO. 1220  
THE TOWN OF HICKORY CREEK  
DENTON COUNTY, TEXAS

STORE  
SERIES  
P14 LS  
EXT. PLAN

SHEET TITLE  
**SITE PLAN**

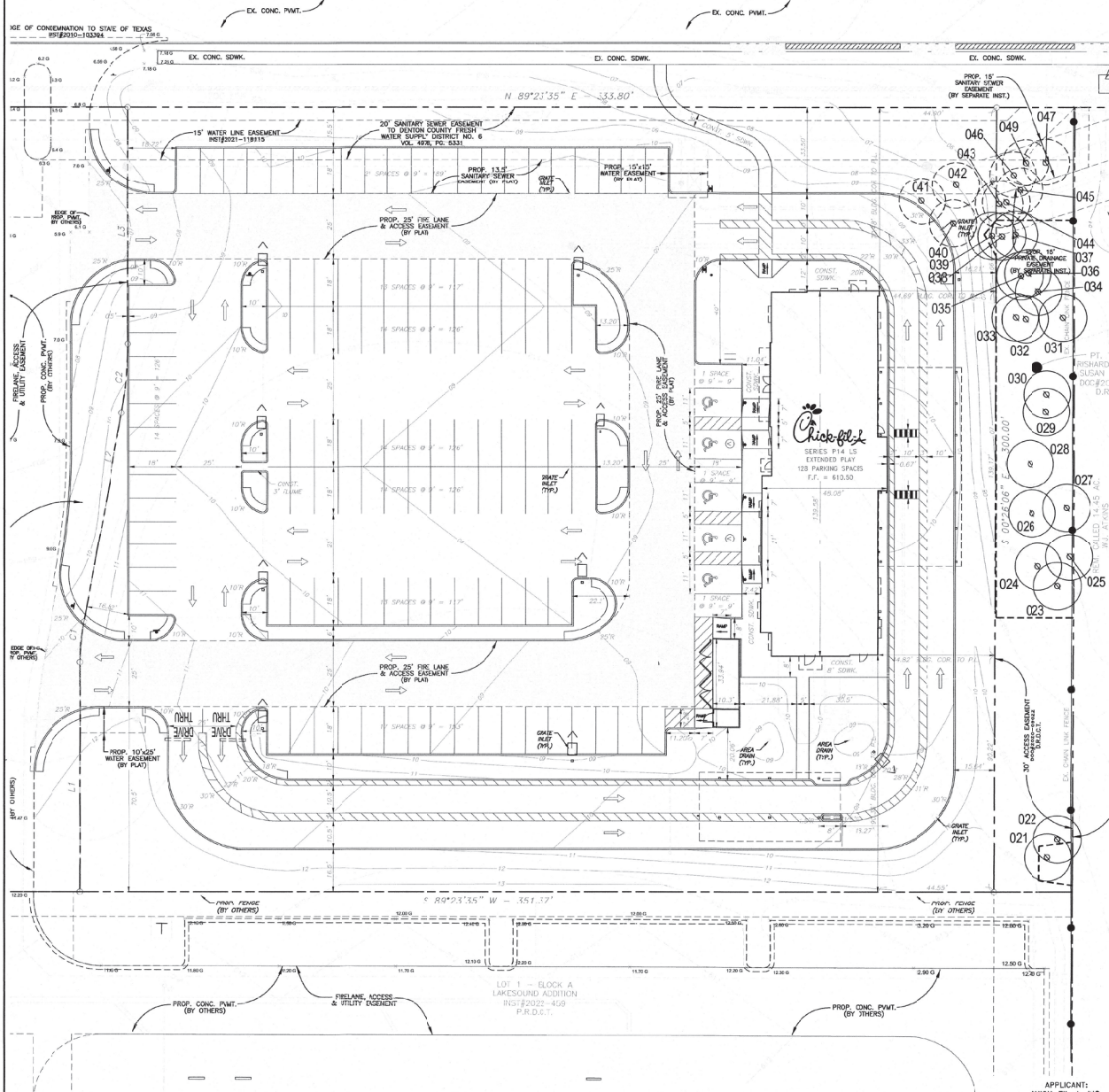
For Permit  
For Bid  
For Construction

Job No. : 013-432  
Store : 05408  
Date : 3/08/23  
Drawn By : RMP  
Checked By : BMB  
Sheet

**C-3.3**

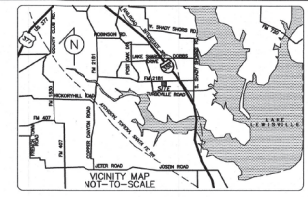
# TEASLEY DRIVE (F.M. 2181)

( VARIABLE WIDTH RIGHT-OF-WAY )



### SITE DATA

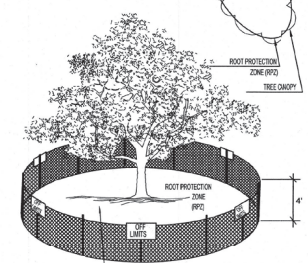
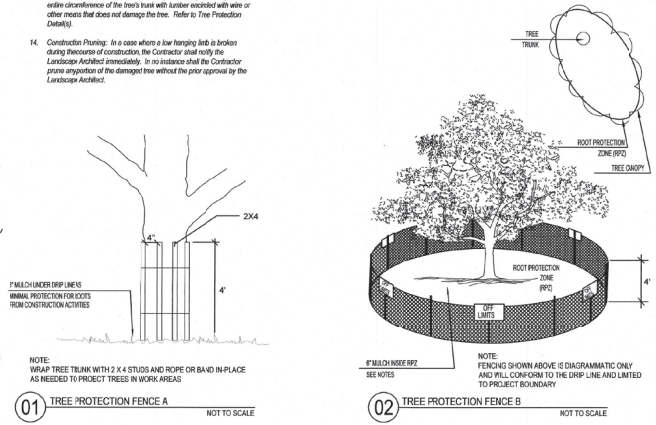
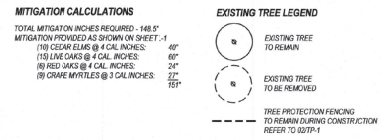
ZONING: C-1 (COMMERCIAL DISTRICT)  
 LOT AREA: 2.3575 ACRES (102,693 S.F.)  
 PROPOSED USE: ONE IN & DRIVE THRU RESTAURANT  
 BUILDING AREA: 6,505 S.F.  
 F.A.R.: 0.091  
 1 SPACE FOR EVERY 110 S.F.  
 PROPOSED LANDSCAPE AREA TOTAL: 23,545 S.F. (25.28%)  
 129 SPACES (9 P.C.)  
 23.54% OF 100 = 61 SPACES  
 PROPOSED ASPHALT AREA TOTAL: 78,787 S.F. (74.75%)



- ### EXISTING TREE NOTES
- Existing trees to remain shall be protected during construction from tree structure damage and connectivity of soil under and around drip line (canopy) of tree.
  - In any reconstruction or drainage during adjacent excavation/retention, notify the architect immediately. It is recommended that a kerotest be used to record for the treatment of any possible tree wounds.
  - No disturbance of the soil greater than 4" shall be located closer to the tree trunk than 1/2 the distance of the drip line to the trunk. A minimum of 75% of the drip line and root zone shall be preserved at natural grade.
  - Any live grading done within the critical root zones of designated trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks or allowed within the critical root zone of the trees.
  - Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the drip line of any tree.
  - Equipment Chaining/Equal Diameter: No equipment may be chained, back-sawed, or other liquid chemicals shall be deposited within the limits of its dipline of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, grout, etc.
  - Tree Attachment: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
  - Vehicle Traffic: No vehicular and construction equipment traffic or parking shall occur within the drip line of trees.
  - Pruning of Limbs: May be permitted under protected trees in certain circumstances. The minimum length of the boom shall be the width of the limb's canopy and shall be a minimum depth of 60% (60") depth.
  - Treeing: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and under the area in a social manner.
  - Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with orange and red vinyl flags 12" wide, tapered around the main trunk at a height of four (4) feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site marking.
  - Protective Encasing: All trees to remain, as noted on drawings, shall have protective encasing installed at the tree's drip line. The protective encasing may be comprised of sawn fencing, orange vinyl construction fencing, chain link fence or other similar fencing with a four (4) foot approximate height. The protective encasing will be located as indicated on the Tree Protection Details.
  - Bark Protection: In situations where a tree remains in the immediate area of excavated construction, the tree shall be protected by encasing the entire circumference of the tree's trunk with lumber encased with wire or other means that does not damage the tree. Refer to Tree Protection Details.
  - Construction Plumbing: In a case where a low hanging limb is broken during removal of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval by the Landscape Architect.

### TREE SURVEY FIELD DATA

NO.	DBH INCHES	SPECIES (COMMON NAME)	REMARKS	TREE CREDITS INCHES	MITIGATION INCHES	EXEMPTIONS
011	11.0	POST OAK	TO REMAIN	0	0	OFFSITE
022	11	POST OAK	TO REMAIN	0	0	OFFSITE
023	11	POST OAK	TO REMAIN	0	0	OFFSITE
024	12	POST OAK	TO REMAIN	0	0	OFFSITE
025	28	POST OAK	TO REMAIN	0	0	OFFSITE
026	7	POST OAK	TO REMAIN	0	0	OFFSITE
027	12	HICKORY	TO REMAIN	0	0	UNPROTECTED SPECIES
028	19	BLACKJACK OAK	TO REMAIN	0	0	OFFSITE
029	14	BLACKJACK OAK	TO REMAIN	0	0	OFFSITE
030	19	POST OAK	TO REMAIN	0	0	OFFSITE
031	10	HICKORY	TO REMAIN	0	0	UNPROTECTED SPECIES
032	11	POST OAK	TO REMAIN	0	0	OFFSITE
033	10	BLACKJACK OAK	TO REMAIN	0	0	OFFSITE
034	7	POST OAK	TO REMAIN	0	0	OFFSITE
035	7	POST OAK	TO REMAIN	0	0	OFFSITE
036	6	HICKORY	TO REMAIN	0	0	UNPROTECTED SPECIES
037	6	POST OAK	TO REMAIN	0	0	OFFSITE
038	8	POST OAK	TO REMAIN	0	0	OFFSITE
039	13	LOBLOLLY PINE	TO BE REMOVED	0	19.5	
040	13	LOBLOLLY PINE	TO BE REMOVED	0	19.5	
041	7	LOBLOLLY PINE	TO BE REMOVED	0	19.5	
042	7	POST OAK	TO BE REMOVED	0	19.5	
043	7	POST OAK	TO BE REMOVED	0	19.5	
044	9	POST OAK	TO BE REMOVED	0	19.5	
045	9	BLACKJACK OAK	TO BE REMOVED	0	19.5	
046	15	POST OAK	TO BE REMOVED	0	19.5	
047	6	BLACKJACK OAK	TO BE REMOVED	0	19.5	
048	9	POST OAK	TO BE REMOVED	0	19.5	
049	9	POST OAK	TO BE REMOVED	0	19.5	
				3	148.5	



### 01 TREE PRESERVATION PLAN

SCALE: 1" = 20'-0"

**SMR** landscape architects, inc.  
 1038 N. Goffe Street  
 Dallas, Texas 75202  
 Tel: 214.871.8033  
 Fax: 214.871.0948  
 Email: smr@smr.com

**BURGER ENGINEERING**  
 Civil Consultants  
 17103 Preston Road, Suite 180N  
 Dallas, Texas 75248  
 Office: 972.636.1360 Fax: 972.636.1380  
 TBEF-12997

APPLICANT: CHICK-FIL-A, INC.  
 5200 BUFFINGTON ROAD  
 ATLANTA, GEORGIA 30349  
 PHONE: (404) 763-8000  
 CONTACT: CETRA THOMASON-SANDERS  
 EMAIL: CETRA.SANDERS@CFACORP.COM

ENGINEER: BURGER ENGINEERING, LLC  
 17103 PRESTON ROAD, SUITE 180N  
 TEXAS REGISTERED ENGINEERING FIRM F-12997  
 DALLAS, TEXAS 75248  
 PHONE: (972) 636-3569  
 CONTACT: BRYAN M. BURGER, P.E.  
 EMAIL: BURGER@BURGERENGINEERING.COM

5200 Buffington Rd.  
 Atlanta Georgia  
 30349-2998

### Revisions:

Mark	Date	By
△		
△		
△		

LOT 2, BLOCK A - LAKESOUND ADDITION  
 2.3575 ACRES OUT OF THE  
 H.H. SWISHER SURVEY, ABSTRACT NO. 1220  
 THE TOWN OF HICKORY CREEK  
 DENTON COUNTY, TEXAS

STORE  
 SERIES  
 P14 LS  
 EXT. PLAY

SHEET TITLE  
**TREE PRES. PLAN**

RF For Permit  
 OF For Bid  
 CF For Construction

Job No.: 013-432  
 Store: 05408  
 Date: 11/10/23  
 Drawn By: BCC  
 Checked By: BDA

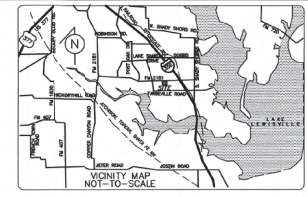
SHEET  
**TP-1**

# TEASLEY DRIVE (F.M. 2181)

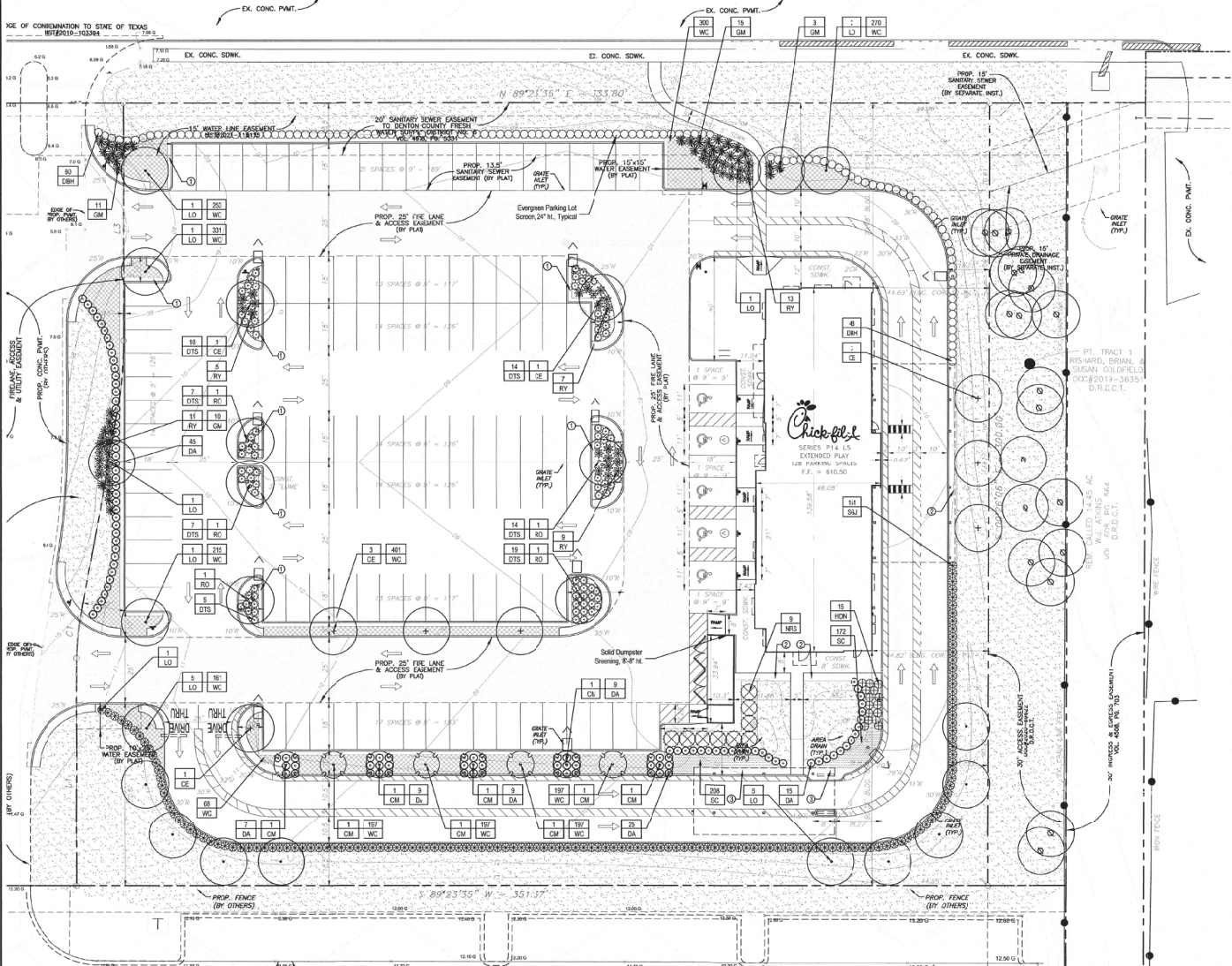
( VARIABLE WIDTH RIGHT-OF-WAY )

**SITE DATA**

ZONING: C-1 (COMMERCIAL DISTRICT)  
 LOT AREA: 2.3925 ACRES (102,881 S.F.)  
 PROPOSED USE: DINE IN & DRIVE THRU RESTAURANT  
 BUILDING AREA: 6,025 S.F.  
 F.A.R.: 0.25/1  
 1 SPACE FOR EVERY 100 S.F.  
 6,025 / 100 = 61 SPACES  
 128 SPACES (3 H.C.)  
 25,800 S.F. (592,500)  
 PROP. LANDSCAPE AREA TOTAL: 76,797 S.F. (1.7525)



5203 Buffington Rd.  
 Atlanta Georgia,  
 30349-2998



**PLANT LIST**

TREES	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	TOTAL INCHES	REMARKS
9	CE	Cedar Elm	Ulmus crassifolia	4" ca. 30"		container grown, 12" H., 5" spread min., 6" clear trunk	
9	CM	Cape Myrtle	Lagerflora x Natchez	8" H. 27"		B&B, full specimen, 3-5 cans, no cross cany 3" cal.	
17	LO	Luxi Oak	Quercus virginiana	4" ca. 30"	80'	container grown, 12" H., 5" spread min., 4" clear trunk	
4	BN	Bur Oak	Quercus burbankiana	4" ca. 20"	15'	container grown, 12" H., 5" spread min., 4" clear trunk	

SHRUBS	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
151	SCJ	Sage-jumper	Jurinea chinensis 'Sage-jumper'	5 gal	container grown, full plant specimen	
80	DTS	Dwarf Teas Sage	Leucosyrium tuberosum	5 gal	container grown, full plant specimen	
122	DBH	Dwarf Box Holly	Ilex cornuta 'Barkford Holly'	5 gal	container grown, full plant specimen	
39	GM	Gulf Mum	Muhlenbergia capillaris	5 gal	container grown, full plant specimen	
8	MDC	Middle N. Stevens Holly	Ilex x 'Middle N. Stevens'	30 gal	container grown, full plant specimen	
45	RY	Red Yucca	Heisteria parviflora	5 gal	container grown, full plant specimen	
117	DA	Dwarf Dalia	Abelardandrea	5 gal	container grown, full plant specimen	
15	HON	Harbor Dwarf Nandina	Nandina domestica Harbor Dwarf	5 gal	container grown, full plant specimen	

GROUNDCOVERS	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
380	SC	Seasonal Color			4" pos	container grown, selection at time of planting, till to top of container, 12" ca.
2787	WC	Wintercreeper	Eucyneta fortunei	4" pos	container grown, till to top of container, 12" ca. solid soil, refer to notes	
			CommonBermudagrass	Cynodon dactylon		

**NOTE:** Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed ratings as indicated. All trees to have straight trunks and be matching within varieties.

**LANDSCAPE TABULATIONS**  
 Town of Hickory Creek, Texas

**PERIMETER LANDSCAPE SCREENING**  
 Requirements: Vegetative screen to be provided to any site adjacent public R.O.W. or a site that contains at least 10 parking spaces.

**INTERIOR LANDSCAPING (138 Spaces)**  
 Requirements: Applications sites with a minimum 40 parking spaces.  
 (1) Tree per 15 spaces  
 (2) Shrub per 5 spaces

**VEHICULAR SURFACE AREA (4,045 SF)**  
 Requirements: (1) Tree per 650 SF  
 (2) Shrub per 150 SF

**GENERAL LAWN NOTES**

1. Fertilize areas as indicated on plan.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform grading along and bottom of slopes and other areas in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive soil and shall be till in a maximum of 1" below finished grade. Contractor to coordinate operations with on-site Construction Manager.
4. Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, rocks, debris, vegetation, stones, containing no salt and block to form in color.
5. All lawn areas to be free of weeds, irrigation hoses, electrical wires, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
6. All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spalls, etc. shall be removed prior to paving topsoil and all lawn installation.
7. Contractor shall provide 17" rows each of imported topsoil on all areas to receive lawn.

**LANDSCAPE NOTES**

1. Contractor shall verify all settings and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
2. Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
3. Contractor is responsible to obtaining all required landscape and irrigation permits.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All planting beds and lawn areas to be separated by steel edging. No other to be installed adjacent to sidewalks or curbs.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall adhere to any and all flow areas.
7. All lawn areas to be Solid Set Bermudagrass, unless otherwise noted on the drawings.

**SOLID SOIL NOTES**

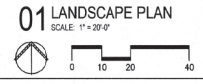
1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 1" below final desired grade in planting areas and 1" below final grade in turf areas.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding of top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive soil and shall be till in a maximum of 1" below finished grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
5. Plant soil by hand to cover indicated areas completely. Freeze edges of new lawns. Do not use patch by hand with topsoil fill.
6. Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
7. Water soil thoroughly on soil operations progress.
8. Contractor shall maintain all lawn areas until final acceptance. The shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and rolling and/or bare areas to keep plants in a vigorous, healthy condition.
9. Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.

**MAINTENANCE NOTES**

1. The Owner, tenant and third agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
2. All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
3. All landscape areas shall be free of trash, litter, weeds and other such material or plants not part of the plan.
4. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
5. All plant material which dies shall be replaced with plant material of equal or better value.
6. Contractor shall provide separate bid proposal for one year maintenance to begin after final acceptance.

**ADDITIONAL INDICATIONS**

1. Decomposed Granite, 15" width, 3" depth with steel edging border and weed barrier fabric.
2. Native Buffrock, 30" width, 3" depth with steel edging border and weed barrier fabric.
3. Native Buffrock, 30" width min., 3" depth with steel edging border and weed barrier fabric.



**ENGINEER:**  
 BURGER ENGINEERING, LLC  
 17123 RESTON ROAD, SUITE 180N  
 TEXAS REGISTERED ENGINEERING FIRM F-12997  
 DALLAS, TEXAS 75248  
 PHONE: (972) 633-3368  
 CONTACT: BRYAN M. BURGER, P.E.  
 EMAIL: BBURGER@BURGERENGINEERING.COM

**APPLICANT:**  
 CHICK-FIL-A, INC.  
 5240 BUFFINGTON ROAD  
 ATLANTA, GEORGIA 30349  
 PHONE: (404) 765-6000  
 CONTACT: GETRA.SANDERS@CFACORP.COM  
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**BURGER ENGINEERING**  
 Civil Consultants

17183 Preston Road, Suite 182N  
 Dallas, Texas 75248  
 Office: 972.631.3300 Fax: 972.631.3380  
 TSP# F-12997

Revisions:  
 Mark Date By

Mark Date By

Mark Date By



LOT 2 - BLOCK A - LAKESOUND ADDITION  
 2.3925 ACRES OUT OF THE  
 H.H. SWISHER SURVEY, ABSTRACT NO. 1220  
 THE TOWN OF HICKORY CREEK  
 DENTON COUNTY, TEXAS

STORE  
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 EXT. PLAY

SHEET TITLE  
 LANDSCAPE  
 PLAN

For Permit  
 For Bid  
 For Construction

Job No. : 013-432  
 Store : 05408  
 Date : 11/10/23  
 Drawn By : BCC  
 Checked By : BDA

Sheet

L-1



December 5, 2023  
AVO 37638.200

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

**Re: Chick-Fil-A (Lot 2, Block - Lakesound Addition) – Final Plat  
2<sup>nd</sup> Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Final Plat application for Chick-Fil-A Lot 2, Block A Lakesound Addition on December 4, 2023. The surveyor is Blue Sky Surveying & Mapping and the engineer is Burger Engineering, LLC. The owner is Shirley Abernathy.

Halff received comment responses on the 1<sup>st</sup> Review of the Final Plat on December 5, 2023.

**Halff has reviewed the Final Plat and comment responses and has no further comments. Halff recommends approval of the Final Plat contingent on the following: Please note the Preliminary Plat and Preliminary Site & Landscape Plan was reviewed and comments provided by separate letter on 11/22/2023. Please also note the Conceptual Stormwater Management Plan (Plan Sheets C5.1 and C5.2) is under review by separate letter. A Final Stormwater Management Plan has not been submitted for review to date. Acceptance of Final Plat should be contingent upon acceptance of the Preliminary Plat, Site & Landscape Plan, and Preliminary/Final Stormwater Management Plan.**

### **Final Plat**

1. There appears to be a Goldfield Gathering or Energy Transfer Horizontal Gas/Oil Well less than 1,000 feet away from the closest proposed building corner to the south. Please confirm and add note as described by the Subdivision Regulations Ordinances, if needed.  
*2<sup>nd</sup> Review: Addressed. Confirmed note is not necessary.*
2. For the Private 15' Drainage Easement on the northeast corner offsite, I recommend this be filed under the same plat unless it is expected that the limits of this easement may change as storm drain design progresses. Please confirm.  
*2<sup>nd</sup> Review: Addressed. Offsite drainage easement will be by separate instrument and not by plat since area is not being platted.*
3. Please update the County to "Denton" from "Dallas."  
*2<sup>nd</sup> Review: Addressed. Signature Executions will occur in Dallas County. Plat Filing and Recorded will be done in Denton County.*



Sincerely,

**HALFF**

TBPELS Engineering Firm No. 312

A handwritten signature in black ink, appearing to read "Kevin Gronwaldt".

Kevin Gronwaldt, PE  
Consulting Engineer for the Town of Hickory Creek

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

Attachment: Town Checklist markup  
Engineer's Final Plat Letter  
Tax Statement/Certificate





OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON
WHEREAS, SHIRLEY ABERNATHY, RICHARD GOLDFELD, BRIAN GOLDFELD, AND SUSAN GOLDFELD, ARE THE OWNERS OF 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 THE PROPERTY DESCRIBED AS TRACT 1, IN REED FROM ALAN H. GOLDFELD AND WIFE, SHIRLEY M. GOLDFELD TO AS GOLD, L.P. AS RECORDED UNDER COUNTY CLERK FILE NO. 89-10-02047X OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED AS TRACT 1 IN DEED AS RECORDED IN INSTRUMENT NO. 2019-34551 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN ALUMINUM MONUMENT FOUND FOR THE NORTHEAST CORNER OF SAID GOLDFELD TRACT, SAID POINT BEING IN THE SOUTH RIGHT-OF-WAY LINE OF SWISHER ROAD (F.M. 2181) (VARIABLE WIDTH RIGHT-OF-WAY), ALSO BEING THE SOUTHEAST CORNER OF A RIGHT-OF-WAY DEDICATION TO THE STATE OF TEXAS, AS RECORDED IN INSTRUMENT NO. 2010-103394 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 89° 23' 35" WEST AND FOLLOWING ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID TEASLEY DRIVE (F.M. 2181), COMMON TO THE NORTH LINE OF SAID GOLDFELD TRACT FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 02° 26' 06" EAST AND DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID SWISHER ROAD (F.M. 2181), OVER AND ACROSS SAID GOLDFELD TRACT, FOR A DISTANCE OF 300.00 FEET TO A 5/8" IRON ROD SET IN THE NORTH LINE OF LOT 1, BLOCK A OF LAKESOUND ADDITION, AS RECORDED UNDER INSTRUMENT NO. 2022-459 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 89° 23' 35" WEST AND FOLLOWING ALONG THE NORTH LINE OF SAID LOT 1, BLOCK A OF LAKESOUND ADDITION FOR A DISTANCE OF 391.37 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 02° 26' 25" WEST AND DEPARTING THE NORTH LINE OF SAID LOT 1, OVER AND ACROSS AFORESAID GOLDFELD TRACT FOR A DISTANCE OF 87.44 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10° 24' 23" WITH A RADIUS OF 85.00 FEET AND A CHORD BEARING NORTH 04° 35' 46" EAST AT A DISTANCE OF 15.42 FEET;

THENCE NORTHEASTERLY AND CONTINUING ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 15.44 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 09° 47' 58" EAST FOR A DISTANCE OF 81.26 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10° 26' 00" WITH A RADIUS OF 145.00 FEET AND A CHORD BEARING NORTH 04° 34' 56" EAST AT A DISTANCE OF 26.87 FEET;

THENCE NORTHEASTERLY AND CONTINUING ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 26.41 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 02° 28' 06" WEST FOR A DISTANCE OF 90.73 FEET TO A 5/8" IRON ROD SET IN THE SOUTH RIGHT-OF-WAY LINE OF AFORESAID TEASLEY DRIVE (F.M. 2181) (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT ALSO BEING IN THE SOUTH LINE OF AFORESAID RIGHT-OF-WAY DEDICATION, SAID POINT ALSO BEING IN THE NORTH LINE OF SAID GOLDFELD TRACT;

THENCE NORTH 89° 23' 34" EAST AND FOLLOWING ALONG THE NORTH LINE OF SAID GOLDFELD TRACT, COMMON TO THE SOUTH RIGHT-OF-WAY LINE OF SAID TEASLEY DRIVE (F.M. 2181) FOR A DISTANCE OF 333.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.3575 ACRES OF LAND, MORE OR LESS;

BASIS OF BEARINGS PER STATE PLANE COORDINATES (4202 TEXAS NORTH CENTRAL ZONE)

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON
NOW THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT WE, SHIRLEY ABERNATHY, RICHARD GOLDFELD, BRIAN GOLDFELD, AND SUSAN GOLDFELD, DO HEREBY ACCEPT THIS PLAT DESIGNATING THE ABOVE HERIN DESCRIBED PROPERTY AS LAKESOUND ADDITION, AN ADDITION TO THE TOWN OF HICKORY CREEK, E.T.J. AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND ALLEYS SHOWN THEREON AND DO HEREBY RESERVE THE EASEMENT STRIPS SHOWN ON THIS PLAT FOR THE MUTUAL USE AND ACCOMMODATION OF GARbage COLLECTION AGENCIES AND ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REPAIRS ALL PART OF ANY ERECTIONS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENLARGEN OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THESE EASEMENT STRIPS AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS AND EGRESS TO AND FROM AND UPON THE SAID EASEMENT STRIP FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, AND PATROLLING, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE, THIS PLAT APPROVED SUBJECT TO ALL PLATING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF HICKORY CREEK, E.T.J. TEXAS.

SHIRLEY ABERNATHY, RICHARD GOLDFELD, BRIAN GOLDFELD, AND SUSAN GOLDFELD

BY: SHIRLEY ABERNATHY
STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED SHIRLEY ABERNATHY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME, FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY SEAL AND OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

BY: RICHARD GOLDFELD
STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED RICHARD GOLDFELD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME, FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY SEAL AND OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

BY: BRIAN GOLDFELD
STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED BRIAN GOLDFELD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME, FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY SEAL AND OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

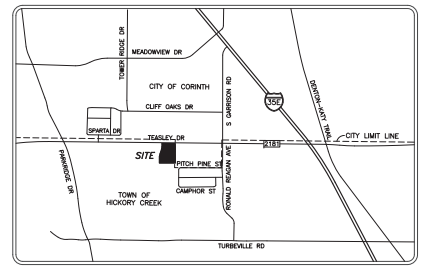
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

BY: SUSAN GOLDFELD
STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED SUSAN GOLDFELD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME, FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY SEAL AND OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: I, DAVID PETREE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH PLATTING RULES AND REGULATIONS OF THE CITY PLANNING COMMISSION OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS.

DAVID PETREE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1890

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED DAVID PETREE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY SEAL AND OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

RECOMMENDED FOR APPROVAL

CHAIRMAN, PLANNING AND ZONING COMMISSION
TOWN OF HICKORY CREEK, TEXAS

DATE

APPROVED FOR PREPARATION OF FINAL PLAT

MAYOR, TOWN OF HICKORY CREEK, TEXAS

DATE

THE UNDERSIGNED, THE TOWN SECRETARY OF TOWN OF HICKORY CREEK, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING FINAL PLAT OF THE LAKESOUND ADDITION TO THE TOWN OF HICKORY CREEK WAS SUBMITTED TO THE TOWN COUNCIL ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND THE COUNCIL, BY FORMAL ACTION, THEN AND THERE ACCEPTED THE DEDICATION OF STREETS, ALLEYS, PARKS, EASEMENTS, PUBLIC PLACES, AND WATER AND SEWER LINES, AS SHOWN AND SET FORTH IN AND UPON SAID PLAT, AND SAID COUNCIL FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING THEIR NAME AS HEREINAFORE SUBSCRIBED.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

TOWN SECRETARY
TOWN OF HICKORY CREEK, TEXAS.

FINAL PLAT
LAKESOUND ADDITION
BLOCK A, LOT 2
BEING 2.3575 ACRES OUT OF THE
H.H. SWISHER SURVEY - ABSTRACT NO. 1220
TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

NOVEMBER 27, 2023
PAGE 2 OF 2



BLUE SKY SURVEYING & MAPPING, INCORPORATED
1015 MIDWAY ROAD
DALLAS, TEXAS 75229
PHONE: (214) 358-4500
FAX: (214) 358-4600
DRPETREE@BLUESKYSURVEYING.COM
TOPIC REGISTRATION NO. 10105700

OWNER
SHIRLEY ABERNATHY
6101 LONG PRAIRIE ROAD
SUITE 744 PMB 51
FLOWER MOUND, TEXAS 75028
OFFICE: 940-585-8166
EMAIL: DIVAONE@GMAIL.COM

ENGINEER
BURGER ENGINEERING, LLC
17103 PRESTON ROAD, SUITE 180N
TEXAS REGISTERED ENGINEERING FIRM F-12997
DALLAS, TEXAS 75249
CONTACT: BRYAN M. BURGER, P.E.
OFFICE: 972-630-3360
EMAIL: BBURGER@BURGERENGINEERING.COM

SURVEYOR
BLUE SKY SURVEYING & MAPPING
1015 MIDWAY ROAD
DALLAS, TEXAS 75229
CONTACT: DAVID PETREE
PHONE: 214-358-4500
EMAIL: DRPETREE@BLUESKYSURVEYING.COM

**TOWN OF HICKORY CREEK, TEXAS  
ORDINANCE NO. 2023-12-\_\_\_\_\_**

**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 8: OFFENSES AND NUISANCES, BY AMENDING ARTICLE 8.08: FIREARMS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING A PUBLICATION CLAUSE; 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 51.012, to adopt an ordinance necessary for the government, interest, welfare, or good order of the Town; and

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

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 interest 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 8: Offenses and Nuisances, Article 8.08: Firearms, Section 8.08.032 Exceptions is hereby amended to read as follows:

**“Sec. 8.08.032. - Exceptions.**

Nothing herein shall be construed to apply to the use of firearms:

- (1) In exhibitions of charitable contests conducted under conditions and supervision approved by the town council after application has been made to the town and permit has been issued;
- (2) By duly qualified and commissioned peace officers in the performance of the official duties of their office;
- (3) For the protection of a person or property in or about his home in accordance with the laws of the state;
- (4) By persons licensed to carry a concealed handgun, who discharged a weapon as an act of deadly force to:
  - (A) Defend their own lives;
  - (B) Defend the life of another person;
  - (C) Prevent the imminent commission or stop the commission of murder, aggravated sexual assault, sexual assault, arson, aggravated kidnapping, robbery, and aggravated robbery; and
- (5) By persons on the firing line of a licensed indoor shooting range that has been inspected by the town and granted a certificate of occupancy for weapons firing. However, weapons shall be unloaded and cased at all places and times away from the firing line of an indoor shooting range. No weapon shall be in plain view outside the building housing the shooting range;
- (6) By persons on property owned by the United States Corps of Engineers at an event sponsored by, or under the direct supervision of, the United States Corps of Engineers.”

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**

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 the 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**  
**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 firearm discharge, 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 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 and be in full force and effect from the date of passage.

**IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 18<sup>th</sup> day of December, 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

**From:** Benjamin Alvarez <[benjaminalvarez0911@gmail.com](mailto:benjaminalvarez0911@gmail.com)>

**Sent:** Friday, December 08, 2023 10:06 AM

**To:** John Smith <[John.Smith@hickorycreek-tx.gov](mailto:John.Smith@hickorycreek-tx.gov)>

**Subject:**

Good morning Mr. John for making 5800 square feet with Open cell foam 5.5 R-value 20 for \$8900 work and material thanks to Benjamin



**GREEN ATTICS**  
**Green Attics**

John Smith  
 1075 Ronald Reagan Ave  
 Hickory Creek, TX 75065

☎ (940) 497-2528  
 ✉ john.smith@hickorycreek-tx.gov

ESTIMATE	#2544
ESTIMATE DATE	Nov 13, 2023
SERVICE DATE	Nov 7, 2023
<b>TOTAL</b>	<b>\$35,160.34</b>

CONTACT US

4645 Wyndham Ln, SUITE 110  
 Frisco, TX 75033

☎ (469) 943-2352  
 ✉ info@greenattics.com

Service completed by: Ian Crosby

ESTIMATE

Services	amount
2" Closed Cell Spray Foam	\$38,506.00
<p>Closed cell spray foam is 100 percent moisture impermeable while providing a higher r-value than closed. Closed cell's rigid structure and durability makes it ideal for exposed walls because it won't be damaged if it is bumped by machinery or tools. When encapsulating the entire attic space it is recommended to spend 1 night out of the home. Minimum job is \$1600.</p>	
Insulation - Removal: if needed for removal of loose batts above drop tile	\$1,000.00
If needed for removal of loose batts over drop tile	
Services subtotal: \$39,506.00	
Subtotal	\$39,506.00
New customer/end Of Year	- \$4,345.66
<b>Total</b>	<b>\$35,160.34</b>

Thank you for choosing Green Attics Solutions as your preferred energy efficient company. In an effort to remain competitive in the ever-rising cost of energy efficient materials, please keep in mind that all estimates are based on current inventory and are subject to change.

In order for Green Attics to schedule and perform work at your home or business, please follow these steps:

1. Carefully review our Terms & Conditions
2. Due to the material shortage/pricing estimates are good for fourteen (14) days from date of estimate.
3. Approving this estimate indicates that you have read and acknowledged our Terms & Conditions,

along with the quoted price.

4. If you approve this estimate you will be contacted to schedule an appointment.
5. Green Attics holds liability insurance on all of their employees completing work at property address where the job has been approved by the homeowner.
6. No show charge for appointments are \$150.
7. 7-day outstanding invoices will be assessed a 15% late charge for every 7-days the balance is not paid in full.
8. Customer accepts all responsibility for spray foam jobs when the gas furnace is less than 90% rating.

Feel free to reach out to us at (469)943-2352 or [info@greenatticssolutions.com](mailto:info@greenatticssolutions.com) with any questions.