



**NOTICE OF
FIRST AMENDED REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, APRIL 28, 2025, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Presentation of Awards

1. 2024 Business of the Year
2. 2024 Citizens of the Year
3. Jack Mears

Proclamations

- [4.](#) Motorcycle Safety and Awareness
- [5.](#) National Safe Digging Month

Items of Community Interest

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

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.

- [6.](#) March 2025 Council Meeting Minutes
- [7.](#) March 2025 Financial Statements
- [8.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, designating Roma Ristorante Italiano the 2024 Business of the Year.
- [9.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, designating Joe and Sandra Flowers as the 2024 Citizens of the Year.
- [10.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, appointing Chris Chaudoir as the Municipal Building Official.

Regular Agenda

11. Ceremonial Oath of Office and Presentation of Badge to Officer Mauricio Pina.
- [12.](#) Consider and act on a motion to reconsider the March 24, 2025 denial of a final plat of Lot 1, Block A of Hickory Heights Phase 1-A, 1.934 acres in the M.E.P. & P.R.R. Co. Survey A-915, ETJ Town of Hickory Creek, Denton County, Texas, and discuss consider and act on approval of the same. The property is located at 1180 Sycamore Bend Road.
- [13.](#) Consider and act on a final plat of Lots 4R and 5R, Block 4, Meadowlake Subdivision, being 1.1113 acres of land, being a replat of Lots 4 & 5, Block 4, Meadowlake Subdivision and A1075A Ramsey, Tract, 33, a 0.560 acre tract, situated in the John Ramsey Survey, Abstract 1075, Town of Hickory Creek, Denton County, Texas. The lots are located in the 100 block of Meadow Lane.
- [14.](#) Consider and act on a site and landscape plan for the Reserve at Hickory Creek, Block A, Lots 1-20, Block B, Lots 1-15, Block C - E, Lots 1-12, Block F, Lots 1-14, 1 Block G - K, Lots 1-12, Block M - P, Lots 1-20: 18.8530 acres, 225 residential lots / 16 Blocks / 17 open space lots, being 18.85 acres out of the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.
- [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 pond maintenance and retaining wall agreements with Reserve at Hickory Creek, LLC.
- [16.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a concessionaire agreement by and between the Town of Hickory Creek, Texas and WaterToyz, LLC.
17. Receive an update from Chief Dunn concerning police department activity since the January 2025 council meeting and discuss same.
18. Receive update from John Smith, Town Manager, regarding roadway projects and discuss same.

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.

20. Litigation regarding Denton CAD Property ID# 62326.

Reconvene into Open Session

21. 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 April 24, 2025 at 2:30 p.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** *today's society is finding more citizens involved in motorcycling on the roads of our country; and*
- WHEREAS,** *motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and*
- WHEREAS,** *campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and*
- WHEREAS,** *it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and*
- WHEREAS,** *urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;*

NOW, THEREFORE, I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim May 2025 as "Motorcycle Awareness Month" in the Town of Hickory Creek. Further, I urge all residents to do their part to increase safety and awareness in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 28th day of April, 2025.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** National Safe Digging Month is observed in April to remind homeowners, contractors, and any professional excavator to keep communities safe by calling 811 before any digging project. Digging without knowing the approximate location of underground utilities can result in disruptions to critical services, serious injuries, and costly repairs to underground utility lines. It is simple and easy to make a free request online or over the phone before digging to help communities maintain essential utility services, promote safety, and reduce the likelihood of accidentally digging into buried utility lines; and
- WHEREAS,** the ‘Call 811’ service is free, safe, and required by law; and
- WHEREAS,** as part of National Safe Digging Month, Atmos Energy asks everyone to become a safety ambassador by taking the *Atmos Energy Call 811 Pledge* at atmosenergy.com/call811pledge; and
- WHEREAS,** homeowners are further encouraged to take a few precautionary measures when planning any digging project this spring. If work is scheduled for an upcoming weekend, make a free 811 request on Monday or Tuesday – providing ample time for the approximate location of lines to be marked; Confirm that all lines have been marked; Consider moving the location of your project if it is near utility line markings; If a contractor has been hired, confirm that the contractor has contacted 811. Don't allow work to begin if the lines are not marked; Please visit 811beforeyoudig.com for complete information; and
- WHEREAS,** with an increasing number of public infrastructure projects and expanding economic development, pipeline damage resulting from excavation remains the most common cause of outside natural gas leaks; and
- WHEREAS,** everyone who contacts 811 a few days before digging is connected to a local notification center that will take the caller's information and communicate it to local utility companies. Professional locators will then visit the dig site to mark the approximate location of underground utility lines with spray paint, flags, or both; and
- WHEREAS,** all parties agree that safe digging is a shared responsibility – Call 811 before you dig.
- NOW, THEREFORE,** I, Lynn C. Clark., Mayor of the Town of Hickory Creek, Texas, do hereby recognize the month of April 2025 as National Safe Digging Month in the Town of Hickory Creek, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 28th day of April 2025.

ATTEST:

Lynn C. Clark, Mayor

Kristi Rogers, Town Secretary

**REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, MARCH 24, 2025**

MINUTES

Call to Order

Mayor Pro Tem Kenney called the meeting to order at 6:00 p.m.

Roll Call

The following members were present:

Mayor Pro Tem Paul Kenney
Councilmember Randy Gibbons
Councilmember Nick Wohr
Councilmember Chris Gordon
Councilmember Ian Theodore

The following member was absent:

Mayor Lynn Clark

Also in attendance:

John M. Smith, Jr., Town Manager
Ashley Vinson, Court Administrator
Carey Dunn, Chief of Police
Trey Sargent, Town Attorney

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

Mayor Pro Tem Kenney led the Pledge of Allegiance to the U.S. and Texas Flags.

Invocation

Councilmember Theodore gave the invocation.

Presentation of Awards

1. Kaiden Diglia

Mayor Pro Tem Kenney presented a plaque of appreciation to Kaiden Diglia for completing his Eagle Scout project.

2. Jack Mears

Jack Mears was not in attendance.

Items of Community Interest

The Annual Appreciation Dinner will be held on March 27, 2025 at 6:00 p.m.

Congratulations to the Lake Dallas High School Varsity Soccer Boys and Girls teams for making the playoffs and winning their first round games.

Coffee with your First Responders will be held on April 5, 2025 from 8:00 a.m. until 10:00 a.m. at Chick-fil-A, 3550 FM 2181, Hickory Creek, Texas, 75065.

Public Comment

Ron Furtick, 1500 Turbeville Road, stated he was here today to talk about economic development and wants to know about the downtown that everyone has forgotten. He doesn't think the citizens have. One third of the citizens put a downtown as number one on their list during the last comprehensive planning session followed by trails and parks. Combining those would create a walkable, urban environment with a central park area and downtown that hits about 75% to 80% of what everyone wants. Every developer he recently has talked with wants to develop his land into single residential lots. Mr. Furtick placed sculptures, all over where the downtown area should be, which are hard to miss, showing how much land is left. The land could be covered with houses in a very short period of time. Two years ago he was told the Town would be built out in about five years and it would be with single family homes, townhomes and multifamily developments which he thinks excludes a huge variety of uses needed including jobs, retail, other than Walmart and high end restaurants. The retail leakage is off the charts and the Town is going the wrong way. He would like to change that and citizens to vote for him.

Consent Agenda

3. February 2025 Council Meeting Minutes
4. February 2025 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 agreement between the Town of Hickory Creek and the Denton County Elections Administrator concerning election administration 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 by and between the Town of Hickory Creek and Paddle EZ, LLC. concerning boat rentals.
7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor or Town Manager of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek and Texas Department of Transportation for highway landscaping improvements.

Motion made by Councilmember Gibbons to approve consent agenda as presented,
Seconded by Councilmember Wohr.

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

Regular Agenda

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 by and between the Town of Hickory Creek and Halff Associates, Inc. concerning an agreement for professional engineering services for Town Engineering Design Manual and Standards Update.

John Smith, Town Manager, and Kevin Gronwaldt, Halff Engineering, answered questions from the Town Council regarding the Town Engineering Design Manual and Standards Update.

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 and Halff Associates, Inc. concerning an agreement for professional engineering services for Town Engineering Design Manual and Standards Update not to exceed \$52,500.00, Seconded by Councilmember Theodore.

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

9. Consider and act on a final plat of Lot 1, Block A of Hickory Heights Phase 1-A, 1.934 acres in the M.E.P. & P.R.R. Co. Survey A-915, ETJ Town of Hickory Creek, Denton County, Texas. The property is located at 1180 Sycamore Bend Road.

John Smith, Town Manager, stated the Planning and Zoning Commission denied recommending approval based on recommendation from Halff Associates.

Motion made by Councilmember Theodore to deny the final plat of Lot 1, Block A of Hickory Heights Phase 1-A, 1.934 acres in the M.E.P. & P.R.R. Co. Survey A-915, ETJ Town of Hickory Creek, Denton County, Texas. The property is located at 1180 Sycamore Bend Road pending response to comments by Halff and the Town, Seconded by Councilmember Gibbons.

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

10. Discussion concerning transfer of easement located generally at 4 Royal Oaks Blvd. to underlying property owner and consider and act on authorizing the same.

John Smith, Town Manager, and Trey Sargent, Town Attorney, provided information regarding the easement.

Motion made by Mayor Pro Tem Kenney to approve the transfer of easement located generally at 4 Royal Oaks Blvd. to underlying property owner and consider and act on authorizing the same, Seconded by Councilmember Theodore.

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

Town of Hickory Creek

March 24, 2025

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11. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, approving amendments to the Town of Hickory Creek Personnel Policy Manual.

John Smith, Town Manager, provided an overview of the amendments to the personnel policy manual 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, approving amendments to the Town of Hickory Creek Personnel Policy Manual, Seconded by Councilmember Wohr.

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

12. Consider and act on the 2024 Business of the Year.

Motion made by Councilmember Gibbons to nominate Roma's, Seconded by Councilmember Gordon.

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

13. Consider and act on the 2024 Citizen of the Year.

Motion made by Councilmember Theodore to nominate Joe and Sandra Flowers, Seconded by Councilmember Gordon.

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

14. Receive update from John Smith, Town Manager, regarding the amphitheater construction and discuss same.

John Smith, Town Manager, updated the Town Council on the amphitheater construction and answered questions.

Executive Session

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

Section 551.071

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

15. Litigation regarding Sycamore Bend Road construction failure.

Reconvene into Open Session

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

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

Future Agenda Items

The following items were requested: recreation center updates until completed, update on Wings project at Walmart, plans to finish trail, comprehensive plan update and road updates.

Adjournment

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

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

The meeting did then stand adjourned at 7:16 p.m.

Approved:

Attest:

Paul Kenney, Mayor Pro Tem
Town of Hickory Creek

John Smith, Town Manager
Town of Hickory Creek

11:02 AM

04/17/25

Accrual Basis

Town of Hickory Creek
Balance Sheet
As of March 31, 2025

	<u>Mar 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	28,040.80
BOA - Drug Forfeiture	163,008.81
BOA - Drug Seizure	11.64
BOA - General Fund	430,841.53
BOA - Parks and Recreation	156,008.53
BOA - Payroll	500.00
BOA - Police State Training	5,192.16
Logic 2020 CO's	953,166.63
Logic Animal Shelter Facility	10,944.99
Logic Coronavirus Recovery Fund	59,038.17
Logic Harbor Ln-Sycamore Bend	91,843.18
Logic Investment Fund	10,282,686.84
Logic Turbeville Road	108,413.26
Total Checking/Savings	12,289,696.54
Accounts Receivable	
Municipal Court Payments	10,548.50
Total Accounts Receivable	10,548.50
Other Current Assets	
Undeposited Funds	30,484.28
Total Other Current Assets	30,484.28
Total Current Assets	12,330,729.32
TOTAL ASSETS	12,330,729.32
LIABILITIES & EQUITY	0.00

Town of Hickory Creek

Profit & Loss

March 2025

	Mar 25
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	12,543.18
4004 M&O Penalties & Interest	1,345.35
4006 Delinquent M&O	-386.36
4008 I&S Debt Service	5,919.74
4010 I&S Penalties & Interest	412.87
4012 Delinquent I&S	-196.47
Total Ad Valorem Tax Revenue	19,638.31
Building Department Revenue	
4102 Building Permits	13,612.60
4106 Contractor Registration	750.00
4112 Health Inspections	920.00
4122 Septic Permits	250.00
4124 Sign Permits	100.00
4128 Variance Fee	792.00
Total Building Department Revenue	16,424.60
Franchise Fee Revenue	
4214 Electric	1,208.99
4218 Telecom	6,780.96
4220 Solid Waste	16,665.60
Total Franchise Fee Revenue	24,655.55
Interest Revenue	
4330 General Fund Interest	6.67
4332 Investment Interest	45,080.09
Total Interest Revenue	45,086.76
Miscellaneous Revenue	
4502 Animal Adoption & Impound	265.00
4508 Annual Park Passes	2,345.20
4510 Arrowhead Park Fees	3,287.00
4526 Mineral Rights	151.45
4530 Other Receivables	-126.57
4534 PD State Training	1,610.70
4536 Point Vista Park Fees	975.00
4550 Sycamore Bend Fees	3,684.00
4564 Task Force Forfeiture	7,523.87
4566 Interlocal Agreements	136,379.00
Total Miscellaneous Revenue	156,094.65
Municipal Court Revenue	
4602 Building Security Fund	1,499.15
4604 Citations	53,676.09
4606 Court Technology Fund	1,240.87
4608 Jury Fund	29.91
4610 Truancy Fund	1,496.07
4612 State Court Costs	23,868.17
Total Municipal Court Revenue	81,810.26
Sales Tax Revenue	
4702 Sales Tax General Fund	162,669.18
4706 Sales Tax 4B Corporation	23,238.46
4708 Sales Tax Mixed Beverage	2,025.31
Total Sales Tax Revenue	187,932.95
Total Income	531,643.08
Gross Profit	531,643.08
Expense	

Town of Hickory Creek
Profit & Loss
March 2025

	<u>Mar 25</u>
Capital Outlay	
5010 Street Maintenance	261.99
5022 Parks and Rec Improvements	205,879.30
5026 Fleet Vehicles	3,807.15
5032 Denton County TRIP22	706,883.42
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Total Capital Outlay	916,831.86
Debt Service	
5114 2020 C.O. Series	500.00
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Total Debt Service	500.00
General Government	
5202 Bank Service Charges	27.00
5206 Computer Hardware/Software	4,346.87
5208 Copier Rental	309.53
5210 Dues & Memberships	531.00
5212 EDC Tax Payment	23,239.46
5214 Election Expenses	50.00
5216 Volunteer/Staff Events	2,946.50
5218 General Communications	471.00
5222 Office Supplies & Equip.	97.95
5224 Postage	46.74
5228 Town Council/Board Expense	706.34
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Total General Government	32,772.39
Municipal Court	
5314 Dues & Memberships	55.00
5318 Merchant Fees/Credit Cards	585.13
5322 Office Supplies/Equipment	122.73
5332 Warrants Collected	4,676.15
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Total Municipal Court	5,439.01
Parks and Recreation	
5408 Tanglewood Park	10.64
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Total Parks and Recreation	10.64
Parks Corps of Engineer	
5432 Arrowhead	1,084.99
5434 Harbor Grove	36.16
5436 Point Vista	231.26
5438 Sycamore Bend	63.35
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Total Parks Corps of Engineer	1,415.76
Personnel	
5502 Administration Wages	30,821.55
5504 Municipal Court Wages	9,665.31
5506 Police Wages	90,962.40
5507 Police Overtime Wages	5,677.45
5508 Public Works Wages	22,253.09
5509 Public Works Overtime Wage	102.86
5510 Health Insurance	25,802.88
5514 Payroll Expense	2,549.46
5516 Employment Exams	30.00
5518 Retirement (TMRS)	24,057.66
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Total Personnel	211,922.66
Police Department	
5602 Auto Gas & Oil	3,217.32
5606 Auto Maintenance & Repair	1,738.11
5612 Computer Hardware/Software	1,088.04
5616 Drug Forfeiture	3,217.92
5630 Personnel Equipment	97.82

Town of Hickory Creek
Profit & Loss
March 2025

	Mar 25
5640 Training & Education	5,596.80
Total Police Department	14,956.01
Public Works Department	
5706 Animal Control Supplies	314.28
5708 Animal Control Vet Fees	1,684.30
5710 Auto Gas & Oil	1,045.22
5714 Auto Maintenance/Repair	34.95
5718 Computer Hardware/Software	140.04
5720 Dues & Memberships	55.00
5728 Equipment Supplies	574.91
5732 Office Supplies/Equipment	483.65
5738 Training	455.00
5742 Uniforms	460.23
Total Public Works Department	5,247.58
Services	
5802 Appraisal District	4,609.88
5804 Attorney Fees	5,273.12
5816 General Insurance	2,505.00
5818 Inspections	3,623.00
5824 Library Services	111.80
5828 Printing	517.48
Total Services	16,640.28
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	2,745.77
5904 Electric	2,448.18
5906 Gas	689.17
5908 Street Lighting	4,130.58
5912 Water	1,326.88
Total Utilities & Maintenance	11,340.58
Total Expense	1,217,076.77
Net Ordinary Income	-685,433.69
Net Income	-685,433.69

Town of Hickory Creek
Budget vs. Actual Year to Date 49.98%
October 2024 through March 2025

	Oct '24 - Mar 25	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,722,387.02	1,785,273.00	96.5%
4004 M&O Penalties & Interest	2,999.44	4,500.00	66.7%
4006 Delinquent M&O	1,525.45	1,000.00	152.5%
4008 I&S Debt Service	819,458.19	848,773.00	96.5%
4010 I&S Penalties & Interest	1,163.29	3,000.00	38.8%
4012 Delinquent I&S	80.51	500.00	16.1%
Total Ad Valorem Tax Revenue	2,547,613.90	2,643,046.00	96.4%
Building Department Revenue			
4102 Building Permits	71,432.46	275,000.00	26.0%
4104 Certificate of Occupancy	2,500.00	3,500.00	71.4%
4106 Contractor Registration	3,375.00	2,500.00	135.0%
4108 Preliminary/Final Plat	1,700.00	0.00	100.0%
4110 Prelim/Final Site Plan	1,900.00	0.00	100.0%
4112 Health Inspections	11,960.00	10,000.00	119.6%
4122 Septic Permits	250.00	2,000.00	12.5%
4124 Sign Permits	2,200.00	2,000.00	110.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	1,542.00	1,500.00	102.8%
4130 Vendor Fee	200.00	550.00	36.4%
4132 Alarm Permit Fees	300.00	250.00	120.0%
Total Building Department Revenue	97,359.46	297,500.00	32.7%
Franchise Fee Revenue			
4214 Electric	158,865.14	225,000.00	70.6%
4216 Gas	0.00	90,000.00	0.0%
4218 Telecom	13,671.14	30,000.00	45.6%
4220 Solid Waste	33,390.01	65,000.00	51.4%
Total Franchise Fee Revenue	205,926.29	410,000.00	50.2%
Interest Revenue			
4330 General Fund Interest	35.32	25.00	141.3%
4332 Investment Interest	285,260.14	250,000.00	114.1%
Total Interest Revenue	285,295.46	250,025.00	114.1%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	64,215.00	0.0%
Total Interlocal Revenue	0.00	64,215.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	5,055.00	23,500.00	21.5%
4506 Animal Shelter Donations	2,460.10	1,000.00	246.0%
4508 Annual Park Passes	11,828.40	30,000.00	39.4%
4510 Arrowhead Park Fees	14,158.00	40,000.00	35.4%
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	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	3,322,563.00	0.0%
4526 Mineral Rights	279.68	500.00	55.9%
4530 Other Receivables	42,421.37	75,000.00	56.6%
4534 PD State Training	3,050.25	0.00	100.0%
4536 Point Vista Park Fees	3,185.00	9,000.00	35.4%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	15,130.00	30,000.00	50.4%
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	1,368,089.00	0.0%
4562 Coronavirus Local Recovery	0.00	0.00	0.0%
4564 Task Force Forfeiture	95,184.80	0.00	100.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 49.98%
October 2024 through March 2025

	Oct '24 - Mar 25	Budget	% of Budget
4566 Interlocal Agreements	144,420.12	205,000.00	70.4%
4568 Opioid Settlements	0.00	0.00	0.0%
Total Miscellaneous Revenue	337,202.72	5,104,802.00	6.6%
Municipal Court Revenue			
4602 Building Security Fund	8,535.17	18,023.00	47.4%
4604 Citations	291,284.93	550,000.00	53.0%
4606 Court Technology Fund	7,035.27	15,936.00	44.1%
4608 Jury Fund	171.49	200.00	85.7%
4610 Truancy Fund	8,575.60	0.00	100.0%
4612 State Court Costs	140,608.11	311,060.00	45.2%
4614 Child Safety Fee	100.00	800.00	12.5%
Total Municipal Court Revenue	456,310.57	896,019.00	50.9%
Sales Tax Revenue			
4702 Sales Tax General Fund	1,219,215.60	2,333,625.00	52.2%
4706 Sales Tax 4B Corporation	174,173.67	333,375.00	52.2%
4708 Sales Tax Mixed Beverage	18,622.31	38,000.00	49.0%
4710 Hotel Occupancy Tax	3,585.67	5,000.00	71.7%
Total Sales Tax Revenue	1,415,597.25	2,710,000.00	52.2%
Total Income	5,345,305.65	12,375,607.00	43.2%
Gross Profit	5,345,305.65	12,375,607.00	43.2%
Expense			
Capital Outlay			
5010 Street Maintenance	4,030.37	25,000.00	16.1%
5012 Streets & Road Improvement	557,905.72	2,107,000.00	26.5%
5022 Parks and Rec Improvements	442,672.21	2,000,000.00	22.1%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Vehicles	72,288.17	62,000.00	116.6%
5030 Broadband Initiative	0.00	0.00	0.0%
5032 Denton County TRIP22	1,872,030.71	1,100,000.00	170.2%
5034 Animal Shelter Expansion	0.00	50,000.00	0.0%
Total Capital Outlay	2,948,927.18	5,344,000.00	55.2%
Debt Service			
5110 2015 Refunding Bond Series	42,600.00	314,875.00	13.5%
5112 2015 C.O. Series	48,600.00	276,875.00	17.6%
5114 2020 C.O. Series	48,425.00	257,025.00	18.8%
Total Debt Service	139,625.00	848,775.00	16.5%
General Government			
5202 Bank Service Charges	102.00	200.00	51.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	13,370.78	60,000.00	22.3%
5208 Copier Rental	2,160.82	3,600.00	60.0%
5210 Dues & Memberships	1,402.45	3,500.00	40.1%
5212 EDC Tax Payment	174,179.67	333,375.00	52.2%
5214 Election Expenses	50.00	15,000.00	0.3%
5216 Volunteer/Staff Events	9,768.83	7,000.00	139.6%
5218 General Communications	11,945.00	32,000.00	37.3%
5222 Office Supplies & Equip.	1,241.28	3,000.00	41.4%
5224 Postage	1,882.87	7,000.00	26.9%
5226 Community Cause	2,621.30	2,000.00	131.1%
5228 Town Council/Board Expense	5,183.13	6,500.00	79.7%
5230 Training & Education	0.00	1,500.00	0.0%
5232 Travel Expense	1,536.12	1,500.00	102.4%
5234 Staff Uniforms	627.47	800.00	78.4%
5236 Transfer to Reserve	0.00	0.00	0.0%
Total General Government	226,071.72	477,275.00	47.4%
Municipal Court			

Town of Hickory Creek
Budget vs. Actual Year to Date 49.98%
October 2024 through March 2025

	Oct '24 - Mar 25	Budget	% of Budget
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	0.00	18,023.00	0.0%
5312 Court Technology	6,710.61	15,963.00	42.0%
5314 Dues & Memberships	105.00	150.00	70.0%
5318 Merchant Fees/Credit Cards	3,807.83	5,000.00	76.2%
5322 Office Supplies/Equipment	232.93	100.00	232.9%
5324 State Court Costs	148,567.79	311,060.00	47.8%
5326 Training & Education	300.00	1,000.00	30.0%
5328 Travel Expense	0.00	1,000.00	0.0%
5332 Warrants Collected	-3,724.89	2,500.00	-149.0%
Total Municipal Court	155,999.27	354,896.00	44.0%
Parks and Recreation			
5402 Events	0.00	1,500.00	0.0%
5408 Tanglewood Park	3,226.15	5,000.00	64.5%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	360.00	500.00	72.0%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	3,786.15	7,500.00	50.5%
Parks Corps of Engineer			
5432 Arrowhead	6,578.95	39,000.00	16.9%
5434 Harbor Grove	1,286.66	10,500.00	12.3%
5436 Point Vista	4,939.08	15,500.00	31.9%
5438 Sycamore Bend	6,358.34	44,000.00	14.5%
Total Parks Corps of Engineer	19,163.03	109,000.00	17.6%
Personnel			
5502 Administration Wages	193,934.48	390,727.00	49.6%
5504 Municipal Court Wages	62,436.27	125,393.00	49.8%
5506 Police Wages	583,195.34	1,283,873.00	45.4%
5507 Police Overtime Wages	30,709.86	36,000.00	85.3%
5508 Public Works Wages	140,905.91	286,154.00	49.2%
5509 Public Works Overtime Wage	2,137.00	4,500.00	47.5%
5510 Health Insurance	110,787.53	286,225.00	38.7%
5512 Longevity	14,718.00	14,750.00	99.8%
5514 Payroll Expense	17,081.60	30,000.00	56.9%
5516 Employment Exams	2,230.00	2,500.00	89.2%
5518 Retirement (TMRS)	153,655.59	317,550.00	48.4%
5520 Unemployment (TWC)	727.22	3,000.00	24.2%
5522 Workman's Compensation	42,068.60	43,070.00	97.7%
5524 Contract Employment	0.00	30,000.00	0.0%
Total Personnel	1,354,587.40	2,853,742.00	47.5%
Police Department			
5602 Auto Gas & Oil	25,266.08	50,000.00	50.5%
5606 Auto Maintenance & Repair	39,177.08	65,000.00	60.3%
5610 Books & Subscriptions	226.34	600.00	37.7%
5612 Computer Hardware/Software	41,042.83	75,500.00	54.4%
5614 Crime Lab Analysis	1,421.14	5,000.00	28.4%
5616 Drug Forfeiture	53,031.41	0.00	100.0%
5618 Dues & Memberships	125.00	500.00	25.0%
5626 Office Supplies/Equipment	543.97	2,000.00	27.2%
5630 Personnel Equipment	31,782.32	40,000.00	79.5%
5634 Travel Expense	0.00	1,500.00	0.0%
5636 Uniforms	6,433.60	12,000.00	53.6%
5640 Training & Education	10,181.80	15,000.00	67.9%
5644 Citizens on Patrol	0.00	100.00	0.0%
5646 Community Outreach	1,325.48	1,500.00	88.4%
5648 K9 Unit	999.81	3,500.00	28.6%
5650 Task Force Forfeiture	0.00	0.00	0.0%
Total Police Department	211,556.86	272,200.00	77.7%
Public Works Department			

Town of Hickory Creek
Budget vs. Actual Year to Date 49.98%
October 2024 through March 2025

	Oct '24 - Mar 25	Budget	% of Budget
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	1,015.52	2,500.00	40.6%
5706 Animal Control Supplies	2,208.49	5,000.00	44.2%
5708 Animal Control Vet Fees	11,929.90	25,000.00	47.7%
5710 Auto Gas & Oil	8,901.78	20,000.00	44.5%
5714 Auto Maintenance/Repair	9,380.72	10,000.00	93.8%
5716 Beautification	16,827.89	120,000.00	14.0%
5718 Computer Hardware/Software	4,610.41	3,500.00	131.7%
5720 Dues & Memberships	55.00	450.00	12.2%
5722 Equipment	0.00	2,500.00	0.0%
5724 Equipment Maintenance	9,268.52	35,000.00	26.5%
5726 Equipment Rental	0.00	1,000.00	0.0%
5728 Equipment Supplies	3,504.83	5,000.00	70.1%
5732 Office Supplies/Equipment	596.59	1,750.00	34.1%
5734 Communications	1,575.60	3,800.00	41.5%
5738 Training	760.00	800.00	95.0%
5740 Travel Expense	1,195.16	2,000.00	59.8%
5742 Uniforms	2,829.68	2,800.00	101.1%
5748 Landscaping Services	30,031.41	90,000.00	33.4%
Total Public Works Department	104,691.50	332,100.00	31.5%
Services			
5802 Appraisal District	9,219.76	17,500.00	52.7%
5804 Attorney Fees	65,179.74	100,000.00	65.2%
5806 Audit	17,500.00	15,500.00	112.9%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	167,562.53	95,000.00	176.4%
5816 General Insurance	62,303.72	60,014.00	103.8%
5818 Inspections	19,999.50	42,000.00	47.6%
5820 Fire Service	485,346.00	970,692.00	50.0%
5822 Legal Notices/Advertising	2,698.10	2,000.00	134.9%
5824 Library Services	685.40	1,200.00	57.1%
5826 Municipal Judge	6,955.00	13,800.00	50.4%
5828 Printing	1,247.50	2,500.00	49.9%
5830 Tax Collection	3,056.00	3,500.00	87.3%
5832 Computer Technical Support	45,953.92	45,000.00	102.1%
5838 DCCAC	0.00	3,780.00	0.0%
5840 Denton County Dispatch	0.00	45,183.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	3,928.32	20,000.00	19.6%
5848 Recording Fees	55.50	500.00	11.1%
Total Services	891,690.99	1,441,119.00	61.9%
Special Events			
6012 Special Events	12,731.68	25,000.00	50.9%
Total Special Events	12,731.68	25,000.00	50.9%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	66,549.89	185,000.00	36.0%
5904 Electric	13,393.17	27,000.00	49.6%
5906 Gas	2,224.98	3,000.00	74.2%
5908 Street Lighting	24,770.72	45,000.00	55.0%
5910 Telecom	13,888.41	25,000.00	55.6%
5912 Water	8,807.78	25,000.00	35.2%
Total Utilities & Maintenance	129,634.95	310,000.00	41.8%
Total Expense	6,198,465.73	12,375,607.00	50.1%
Net Ordinary Income	-853,160.08	0.00	100.0%
Net Income	-853,160.08	0.00	100.0%

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04/17/25

Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
March 2025

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5022 Parks and Rec Improvements				
Deposit	03/10/2025		Deposit	-131,837.00
Check	03/11/2025		Whirlix Design Inc	131,837.00
Check	03/25/2025	Debit	Whirlix Design Inc	205,878.30
Total 5022 Parks and Rec Improvements				205,878.30
5026 Fleet Vehicles				
Check	03/20/2025	Debit	Enterprise Fleet Management	3,228.33
Total 5026 Fleet Vehicles				3,228.33
Total Capital Outlay				209,106.63
General Government				
5206 Computer Hardware/Software				
Check	03/17/2025	Debit	Intuit Quickbooks	3,363.00
Total 5206 Computer Hardware/Software				3,363.00
5212 EDC Tax Payment				
Check	03/18/2025	ACH	Hickory Creek Economic Development	23,238.46
Total 5212 EDC Tax Payment				23,238.46
5216 Volunteer/Staff Events				
Check	03/19/2025	Debit	Roma Italian Restaurant	1,500.00
Total 5216 Volunteer/Staff Events				1,500.00
Total General Government				28,101.46
Parks Corps of Engineer				
5432 Arrowhead				
Bill	03/24/2025	Inv #P...	Batteries Plus Bulbs	1,031.80
Total 5432 Arrowhead				1,031.80
Total Parks Corps of Engineer				1,031.80
Personnel				
5510 Health Insurance				
Check	03/05/2025	Debit	Renaissance Life & Health Insurance	1,455.33
Check	03/20/2025	Debit	Cigna	23,953.96
Total 5510 Health Insurance				25,409.29
5518 Retirement (TMRS)				
Check	03/10/2025	ACH	TMRS	24,057.66
Total 5518 Retirement (TMRS)				24,057.66
Total Personnel				49,466.95
Police Department				
5602 Auto Gas & Oil				
Check	03/21/2025	Debit	WEX Bank	3,217.32
Total 5602 Auto Gas & Oil				3,217.32
5616 Drug Forfeiture				
Bill	03/24/2025	Inv #3...	Truax Outfitters	2,492.49
Total 5616 Drug Forfeiture				2,492.49
5640 Training & Education				
Bill	03/24/2025	Inv #IN...	North Central Texas Council of Government	5,596.80
Total 5640 Training & Education				5,596.80

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04/17/25

Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
March 2025

Type	Date	Num	Name	Amount
Total Police Department				11,306.61
Public Works Department				
5710 Auto Gas & Oil				
Check	03/21/2025	Debit	WEX Bank	1,045.22
Total 5710 Auto Gas & Oil				1,045.22
Total Public Works Department				1,045.22
Services				
5802 Appraisal District				
Bill	03/24/2025	Inv #1...	DCAD	4,609.88
Total 5802 Appraisal District				4,609.88
5804 Attorney Fees				
Bill	03/24/2025	March ...	Brown & Hofmeister, LLP	4,273.62
Total 5804 Attorney Fees				4,273.62
5816 General Insurance				
Check	03/07/2025		TMLIRP	2,500.00
Total 5816 General Insurance				2,500.00
5818 Inspections				
Check	03/28/2025	Debit	Build by I-Codes	1,890.00
Total 5818 Inspections				1,890.00
Total Services				13,273.50
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Deposit	03/06/2025		Deposit	-2,410.70
Check	03/10/2025	Debit	Harden Cabinets	2,611.09
Total 5902 Bldg Maintenance/Supplies				200.39
5904 Electric				
Check	03/24/2025	Debit	Hudson Energy Services, LLC	2,448.18
Total 5904 Electric				2,448.18
5908 Street Lighting				
Check	03/24/2025	Debit	Hudson Energy Services, LLC	3,952.50
Total 5908 Street Lighting				3,952.50
Total Utilities & Maintenance				6,601.07
Total Expense				319,933.24
Net Ordinary Income				-319,933.24
Net Income				-319,933.24



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: 03/01/2025 - 03/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4641%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 3/31/25 WAS 1.000116.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			949,567.21
03/21/2025	TRANSFER FROM 1668276001	6177778	669,040.25	1,618,607.46
03/21/2025	WIRE WITHDRAWAL	6177779	669,040.25 -	949,567.21
03/31/2025	MONTHLY POSTING	9999888	3,599.42	953,166.63
	ENDING BALANCE			953,166.63

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	949,567.21
TOTAL DEPOSITS	669,040.25
TOTAL WITHDRAWALS	669,040.25
TOTAL INTEREST	3,599.42
ENDING BALANCE	953,166.63
AVERAGE BALANCE	949,567.21

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	1,598,869.56	1,756,062.32	10,947.33





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: 03/01/2025 - 03/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4641%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 3/31/25 WAS 1.000116.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,903.66
03/31/2025	MONTHLY POSTING	9999888	41.33	10,944.99
	ENDING BALANCE			10,944.99

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,903.66
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	41.33
ENDING BALANCE	10,944.99
AVERAGE BALANCE	10,903.66

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	120.53





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276016

ACCOUNT NAME: CORONAVIRUS LOCAL RECOVERY FUNDS

STATEMENT PERIOD: 03/01/2025 - 03/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4641%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 3/31/25 WAS 1.000116.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			58,815.21
03/31/2025	MONTHLY POSTING	9999888	222.96	59,038.17
	ENDING BALANCE			59,038.17

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	58,815.21
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	222.96
ENDING BALANCE	59,038.17
AVERAGE BALANCE	58,815.21

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	0.00	650.34





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: 03/01/2025 - 03/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4641%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 3/31/25 WAS 1.000116.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			91,496.35
03/31/2025	MONTHLY POSTING	9999888	346.83	91,843.18
	ENDING BALANCE			91,843.18

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	91,496.35
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	346.83
ENDING BALANCE	91,843.18
AVERAGE BALANCE	91,496.35

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	1,011.71





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: 03/01/2025 - 03/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4641%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 3/31/25 WAS 1.000116.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,911,266.94
03/21/2025	TRANSFER TO 1668276015	6177778	669,040.25 -	10,242,226.69
03/31/2025	MONTHLY POSTING	9999888	40,460.15	10,282,686.84
	ENDING BALANCE			10,282,686.84

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	10,911,266.94
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	669,040.25
TOTAL INTEREST	40,460.15
ENDING BALANCE	10,282,686.84
AVERAGE BALANCE	10,673,865.56

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,100,000.00	1,736,994.56	122,393.38





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: 03/01/2025 - 03/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4641%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 3/31/25 WAS 1.000116.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			108,003.86
03/31/2025	MONTHLY POSTING	9999888	409.40	108,413.26
	ENDING BALANCE			108,413.26

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	108,003.86
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	409.40
ENDING BALANCE	108,413.26
AVERAGE BALANCE	108,003.86

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,194.22



**TOWN OF HICKORY CREEK
RESOLUTION NO. 2025-0428-1**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, DESIGNATING THE 2024 BUSINESS OF THE YEAR AWARD.

WHEREAS, existing businesses contribute significantly to the local quality of life through corporate and employee community service; and

WHEREAS, existing businesses support community charitable, social, civic, and cultural organizations with no recognition expected; and

WHEREAS, existing businesses provide the foundation for a strong, diversified economic base; and

WHEREAS, the efforts and contributions of these professionals to the town's progress are significant; and

WHEREAS, since 1963, the Town of Hickory Creek has flourished due to the dedicated efforts of its businesses; and

WHEREAS, Roma Ristorante Italiano has supported activities in our community; and because of their continued contributions to our community, the town council would like to designate a business to receive the distinguished honor of being formally recognized as **BUSINESS OF THE YEAR**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE 2024 BUSINESS OF THE YEAR AWARD BE GIVEN TO ROMA RISTORANTE ITALIANO.

PASSED AND APPROVED by the Hickory Creek Town Council this 28th day of April, 2025.

APPROVED:

Lynn C. Clark., Mayor
Town of Hickory Creek

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2025-0428-2**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY
CREEK, TEXAS, DESIGNATING THE 2024 CITIZENS OF THE YEAR AWARD.**

WHEREAS, the Town of Hickory Creek was duly incorporated in 1963; and was organized by a group of volunteer citizens; and

WHEREAS, since 1963, the Town of Hickory Creek has flourished due to our loyal citizens who have dedicated their time and efforts in order that Hickory Creek may continue to be a viable, thriving community; and

WHEREAS, citizens who have made a positive impact on our community to enhance the lives of others, should be recognized and commended; and

WHEREAS, the citizens recognized below have a distinguished history of service to both the Town of Hickory Creek and its citizens; and

WHEREAS, because of the continued dedication and efforts to serve the Town of Hickory Creek, the town council wishes to designate two individuals to receive the distinguished honor of being formally recognized as **CITIZENS OF THE YEAR**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE 2024 CITIZENS OF THE YEAR AWARD BE GIVEN TO JOE AND SANDRA FLOWERS.

PASSED AND APPROVED by the Hickory Creek Town Council this 28th day of April, 2025.

APPROVED:

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0428-__

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK, TEXAS, APPOINTING CHRIS CHAUDOIR AS THE
MUNICIPAL BUILDING OFFICIAL, 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 determined it is in the best interests of the Town to appoint a building official to direct the functions of the building department described in the Town’s code of ordinances and the international building code; and

WHEREAS, the Town Council has determined that Chris Chaudoir is qualified to serve as building official.

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

Section 1: Chris Chaudoir is appointed as the Building Official and official in charge of the building department for the Town of Hickory Creek, Texas.

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 28th day of April, 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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



AGENDA INFORMATION SHEET

MEETING DATE: April 28, 2025

AGENDA ITEM: Consider and act on a motion to reconsider the March 24, 2025 denial of a final plat of Lot 1, Block A of Hickory Heights Phase 1-A, 1.934 acres in the M.E.P. & P.R.R. Co. Survey A-915, ETJ Town of Hickory Creek, Denton County, Texas, and discuss consider and act on approval of the same. The property is located at 1180 Sycamore Bend Road.

**AGENDA ITEM
SUMMARY:**

The property is located in the Town's extraterritorial jurisdiction adjacent to Sycamore Bend Road. The Final Plat is being considered under Texas Local Government Code 212.009. The owners constructed a new residence on the property prior to platting as required by Chapter 10, 10.01.001 and Chapter 14, Article XXVI of the Town's Code of Ordinances.

Date	Request	Meeting	Result
02/24/25	Final Plat & Application Submitted	N/A	Forwarded for review to Halff and Denton County Development
03/18/25	Final Plat	Planning and Zoning	Unanimously denied
03/24/25	Final Plat	Town Council	Unanimously denied



April 12, 2025
AVO 37638.200

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

**Re: Hickory Heights Phase 1-A (Lot 1, Block A)
Final Plat
3rd Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a final plat for Hickory Heights Phase 1-A, Lot 1, Block A on March 3, 2025. The owners are Jessie and Lois Evans. The surveyor is Landmark Surveyors.

2nd Submittal Received: March 26, 2025
3rd Submittal/Responses Received: April 9, 2025

Halff has reviewed the final plat and surveyor comments responses and recommends approval.

Final Plat

1. Please refer to Town Checklist and Plat Markups attached herein.
2. Please provide comment responses letter addressing all comments/markups provided herein with this letter.
2nd Review: No response or acknowledgement provided; however all annotated markups have been addressed with latest submittal.
3. Please address all Denton County comments provided March 5th regarding requirements for easement and setback lines and standard plat notes. County comments will need to be fully addressed prior to approval. (Markups)
2nd Review: No response or acknowledgement provided; however easements, setbacks and plat notes have been updated addressing County comments.
4. Please show property owners of record for all contiguous and abutting properties to the platted property, including property owner names and recording information (Checklist and Markups)
1st Review Response: This is shown.
2nd Review: Addressed, all abutting property owner information has been added.
5. Please show Town limits line on plat. (Checklist and Markups)
1st Review Response: This is shown.
2nd Review: Addressed, Town limits added.
6. Please provide tax certificate(s) for the platted lot. (Checklist)
1st Review Response: See attached
2nd Review: Addressed, tax certificate provided.

7. Please show all existing surface improvements (driveways, pavements, etc.) and structures for property/lot being platted. (Markups)
[1st Review Response:](#) These items do not go on a final plat. Only what is in perpetuity needs to be shown.
[2nd Review:](#) Acknowledged.
8. Per Subdivision Ordinance Article VIII Section 4 Paragraph 6, lot-to-lot surface drainage is prohibited on properties platted as “flag lots.” Visualization of existing topography may verify if lot drainage is conveyed to street without going through abutting properties with different ownership. (Markups)
[1st Review Response:](#) Lot to Lot surface drainage applies when the property being platted has two or more lots. Further, this plat is in the ETJ and the County only requires 60’ of road frontage to constitute a plat.
[2nd Review:](#) Acknowledged.
9. Please indicate remnant property of Tract 27 related to the southern and western abutting property of which ownership and recording information is not shown. (Markups)
[1st Review Response:](#) This is now shown.
[2nd Review:](#) Addressed.
10. A Landlocked lot is seemingly created with this plat, if this remnant lot is under Evans ownership, why is it not being platted with the overall lot? Furthermore, Denton CAD shows this remnant lot to be Lake Cities Ventures ownership per doc 2020-208352, please verify. (Markups)
[1st Review Response:](#) DCAD is in error. This is the Evans Well Tract. It has direct access from the tract being platted and also has access through Lake Cities Ventures and Payne Tracts by way of the easement shown in Document Number 2023-24656. Evans is only platting the 1.906 acres shown at this time.
[2nd Review:](#) Addressed.
11. Please see comments on the “Notes” section of the plat and address accordingly. (Markups)
[2nd Review:](#) No response or acknowledgement provided; however comments on “Notes” section have been addressed with latest submittal.
12. The called Payne property shows its boundary as enclosing the remnant Smith-to-Evans (or Lake Cities Ventures) property in the southwest corner per Denton CAD, please verify. (Markups)
[1st Review Response:](#) [Plat] is shown correctly. DCAD is in error and the deed reference is verification.
[2nd Review:](#) Addressed.
13. For the 20’ ingress-egress easement platted with Doc 2023-24656, is there dedication, proof of abutting property owner acceptance/agreement or replat of the Evans-to-Lake Cities Ventures property that shows the 20’ ingress-egress easement extending end to end on that property? Please verify. (Markups)
[1st Review Response:](#) First, you make reference to Lake Cities Ventures as plat, but not a single tract on the application for this plat is, in fact, platted. Second, a recorded easement is a legal document and the fact that it is recorded is verification in and of itself.
[2nd Review:](#) Acknowledged, comment had to do with verification of easement and its original recording information, not the Deed recording noted that mentions the easement only and does not show easement exhibit, covenants or legal description.
14. Please provide more detail on the purpose of the plat. Currently shown is platting a previously unplatted lot into a legally platted lot, but there is seemingly more to that. Plat appears to plat all of a Tract 26 with portions of Tract 27 and leave remnants of Tract 27 that are now landlocked without

public road/street access or mention of remnants. Please provide greater detail on purpose and intent. (Markups)

1st Review Response: There really is no more particular detail, Evans owns all the contiguous tracts and that gives him access to and from Sycamore Bend Road and Maynard Drive. Nothing is landlocked. This is as simple as a plat can get. It is one lot being created for one house. This should be a minor plat approved at staff level. For what it's worth, the house is under construction and all this plat does is legalize the plat (something that was not required for Lake Cities Ventures as recently as 2020).

2nd Review: Statements noted. Does this plat legalize the lot or legalize the building construction after the fact? Has a building permit been issued by Denton County for building on an unplatted lot? Please verify.

2nd Review Response: Denton County has informed the Surveyor that they will issue a building permit once this final plat is filed.

3rd Review: Addressed.

Sincerely,

HALFF

TBPELS Engineering Firm No. 312

A handwritten signature in black ink, appearing to read "K. J. Gronwaldt", written in a cursive style.

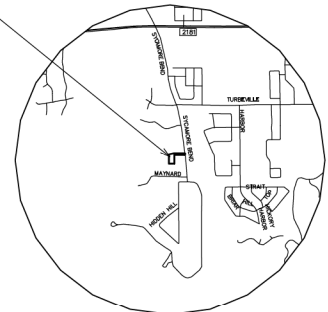
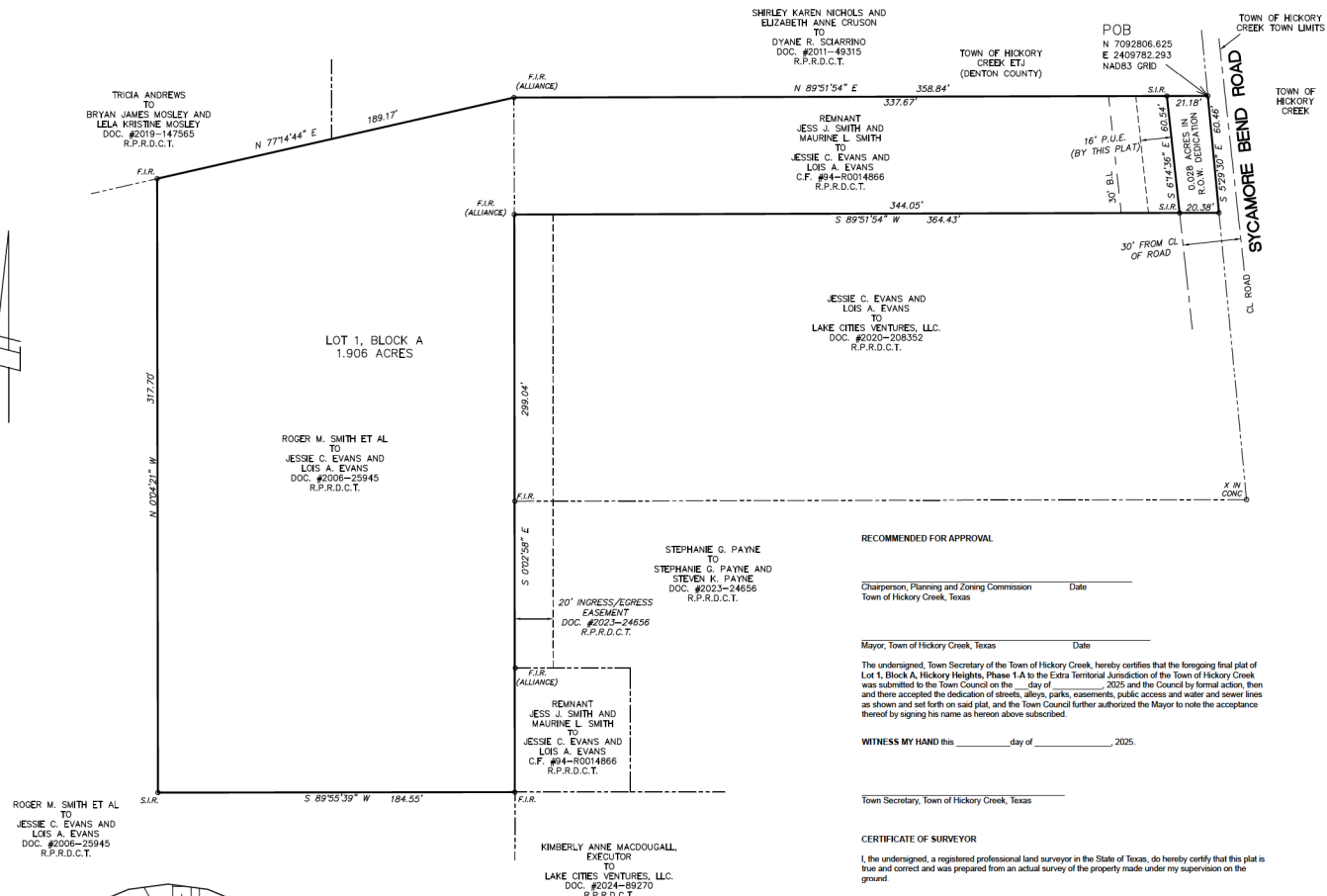
Kevin Gronwaldt, PE

Consulting Engineer for the Town of Hickory Creek

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

Attached: Town Checklist
1st Review Comment Response Letter

PROJECT LOCATION



VICINITY MAP
SCALE 1" = 2000'

- LEGEND
- D.L. = BUILDING LINE
 - D.E. = DRAINAGE EASEMENT
 - S.L.R. = SURFACE LATERAL RIGHT-OF-WAY
 - S.L.R. = SET CLIPPED 15' RPLS 461 IRON ROD
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - R.P.R.D.C.T. = REAL PROPERTY RECORDS DENTON COUNTY TEXAS
 - P.R.D.C.T. = PLAT RECORDS DENTON COUNTY TEXAS
 - P.O.B. = PLACE OF BEGINNING
 - R.O.W. = RIGHT OF WAY
 - C.P. = CHORD POINT
 - R = RADII
 - L = LENGTH
 - CD = CHORD DISTANCE
 - CB = CHORD BEARING
 - Δ = DELTA
 - CL = CENTERLINE OF ROAD
 - = PROPERTY LINE
 - - - = CENTERLINE OF ROAD
 - - - = EASEMENT LINE
 - = TRACT LINE



RECOMMENDED FOR APPROVAL

Chairperson, Planning and Zoning Commission Date
Town of Hickory Creek, Texas

Mayor, Town of Hickory Creek, Texas Date

The undersigned, Town Secretary of the Town of Hickory Creek, hereby certifies that the foregoing final plat of Lot 1, Block A, Hickory Heights, Phase 1A to the Extra Territorial Jurisdiction of the Town of Hickory Creek was submitted to the Town Council on the ____ day of ____, 2025 and the Council by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public access and water and sewer lines as shown and set forth on said plat, and the Town Council further authorized the Mayor to note the acceptance thereof by signing his name as hereon above subscribed.

WITNESS MY HAND this ____ day of ____, 2025.

Town Secretary, Town of Hickory Creek, Texas

CERTIFICATE OF SURVEYOR

I, the undersigned, a registered professional land surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Jerald D. Yeman
Registered Professional Land Surveyor No. 4561

- NOTES:
- The purpose of this plat is to plat a previously unplatted lot into a legally platted lot.
 - All monuments are 1/2" steel rods unless otherwise noted and are tied to the existing tracts as noted in the legal description of the dedication of this plat.
 - Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983, as determined from GPS observations.
 - No portion of subject property lies within a special flood hazard area according to the FLOOD INSURANCE RATE MAP for Denton County and Incorporated Area, Map Number 48121C05360, dated April 18, 2011. (Subject property lies in Zone X)
 - All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of the drainage facility.
 - Blocking the flow of water or construction of improvements in surface drainage easements, and filling or obstructing the roadway is prohibited.
 - Denton County will not be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
 - The maintenance of paving, grading, and drainage improvements and/or easements shown on this plat are the responsibility of the individual property owners and do not constitute acceptance of same for maintenance purposes by Denton County.
 - Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual property owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across the lots.
 - Denton County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and the owner shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and hold harmless Denton County from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS
COUNTY OF DENTON; WHEREAS WE, Jessie C. Evans and Lois A. Evans, are the owners of that certain lot, tract, or parcel of land situated in the M.E.P. and P.R.R. Company Survey Abstract Number 915 in the Extraterritorial Jurisdiction of the Town of Hickory Creek, Denton County, Texas, being a part of that certain tract of land conveyed by deed from Roger M. Smith et al to Jessie C. Evans and Lois A. Evans recorded under Document Number 2006-25945, Real Property Records, Denton County, Texas, and being a part of that certain tract of land conveyed by deed from Jesse J. Smith and Maurine L. Smith to Jessie C. Evans and Lois A. Evans recorded under Clerk's File Number 94-R0014866, Real Property Records, Denton County, Texas and being more particularly described as follows:
BEGINNING at a point for corner in Sycamore Bend Road, a public roadway having a proposed right-of-way of 60.0 feet, said point being the southeast corner of that certain tract of land conveyed by deed from Shirley Karen Nichols and Elizabeth Anne Cruson to Dyane R. Sciarino recorded under Document Number 2011-49315, Real Property Records, Denton County, Texas;

THENCE S 05° 29' 30" E, 60.46 feet with said Sycamore Bend Road to a point for corner, said point being the northeast corner of that certain tract of land conveyed by deed from Jessie C. Evans and Lois A. Evans to Lake Cities Ventures, LLC recorded under Document Number 2020-208352, Real Property Records, Denton County, Texas;

THENCE S 89° 51' 54" W, pass at 20.38 feet a capped iron rod marked RPLS 4561 set for west line of said Sycamore Bend Road, a total distance of 364.43 feet with the north line of said Lake Cities Ventures tract to a capped iron rod marked Alliance found for corner, said point being the northwest corner of said Lake Cities Ventures tract;

THENCE S 00° 02' 58" E, 299.04 feet with the west line of said Lake Cities Ventures tract and with the west line of that certain tract of land conveyed by deed from Stephanie G. Payne to Stephanie G. Payne and Steven K. Payne recorded under Document Number 2023-24656, Real Property Records, Denton County, Texas, and with the west line of said Evans remnant tract to an iron rod found for corner, said point being the northwest corner of that certain tract of land conveyed by deed from Kimberly Anne MacDougal, Executor to Lake Cities Ventures, LLC recorded under Document Number 2024-85270, Real Property Records, Denton County, Texas;

THENCE S 89° 55' 39" W, 184.55 feet to a capped iron rod marked RPLS 4561 set for corner;

THENCE N 00° 04' 21" W, 317.70 feet to an iron rod found for corner in the south line of that certain tract of land conveyed by deed from Tricia Andrews to Bryan James Mosley and Lela Kristine Mosley recorded under Document Number 2019-147665, Real Property Records, Denton County, Texas;

THENCE N 77° 14' 44" E, 189.17 feet with said south line of said Mosley tract and with the south line of said Sciarino tract to a capped iron rod marked Alliance found for corner;

THENCE N 89° 51' 54" E, pass at 337.65 feet a capped iron rod marked RPLS 4561 set for said west line of said Sycamore Bend Road, a total distance of 358.84 feet with said south line of said Sciarino tract to the PLACE OF BEGINNING and containing 1.934 acres of land, of which 0.028 acres is hereby dedicated for public roadway.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT WE, the aforesaid do hereby adopt this plat designating the herein above tract as LOT 1, BLOCK A, HICKORY HEIGHTS, PHASE 1A, an addition to Denton County, Texas, and do hereby dedicate to the public use forever all utility easements, drainage easements, and streets as shown hereon. All and any public utilities shall have the full right to remove and keep removed all growths which may endanger or interfere with the construction, maintenance, or efficiency of its respective system on the utility easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of anyone.

WITNESS MY HAND this ____ day of ____, 2025.

Jessie C. Evans

STATE OF TEXAS
COUNTY OF DENTON;
This instrument was acknowledged before me on ____, 2025 by Jessie C. Evans.

NOTARY PUBLIC
STATE OF TEXAS

WITNESS MY HAND this ____ day of ____, 2025.

Lois A. Evans

STATE OF TEXAS
COUNTY OF DENTON;
This instrument was acknowledged before me on ____, 2025 by Lois A. Evans.

NOTARY PUBLIC
STATE OF TEXAS

OWNER/DEVELOPER
JESSIE C. EVANS
LOIS A. EVANS
1180 SYCAMORE BEND ROAD
HICKORY CREEK, TX 75065
214-808-1515

SURVEYOR
LANDMARK SURVEYORS
4235 1-35 N
DENTON, TEXAS 76207
(940) 382-4016

FINAL PLAT
LOT 1, BLOCK A OF
HICKORY HEIGHTS PHASE 1-A
1.934 ACRES IN THE
M.E.P. & P.R.R. CO. SURVEY-A-915
ETJ TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

4238 135 NORTH
DENTON, TEXAS 76207
(940) 382-4016
FAX (940) 387-9784
TX FIRM REGISTRATION NO. 1095460 REVISED: 21 MARCH 2025
DRAWN BY: BTH SCALE: 1"=30' DATE: 10 FEBRUARY 2025 JOB NO: 247778



AGENDA INFORMATION SHEET

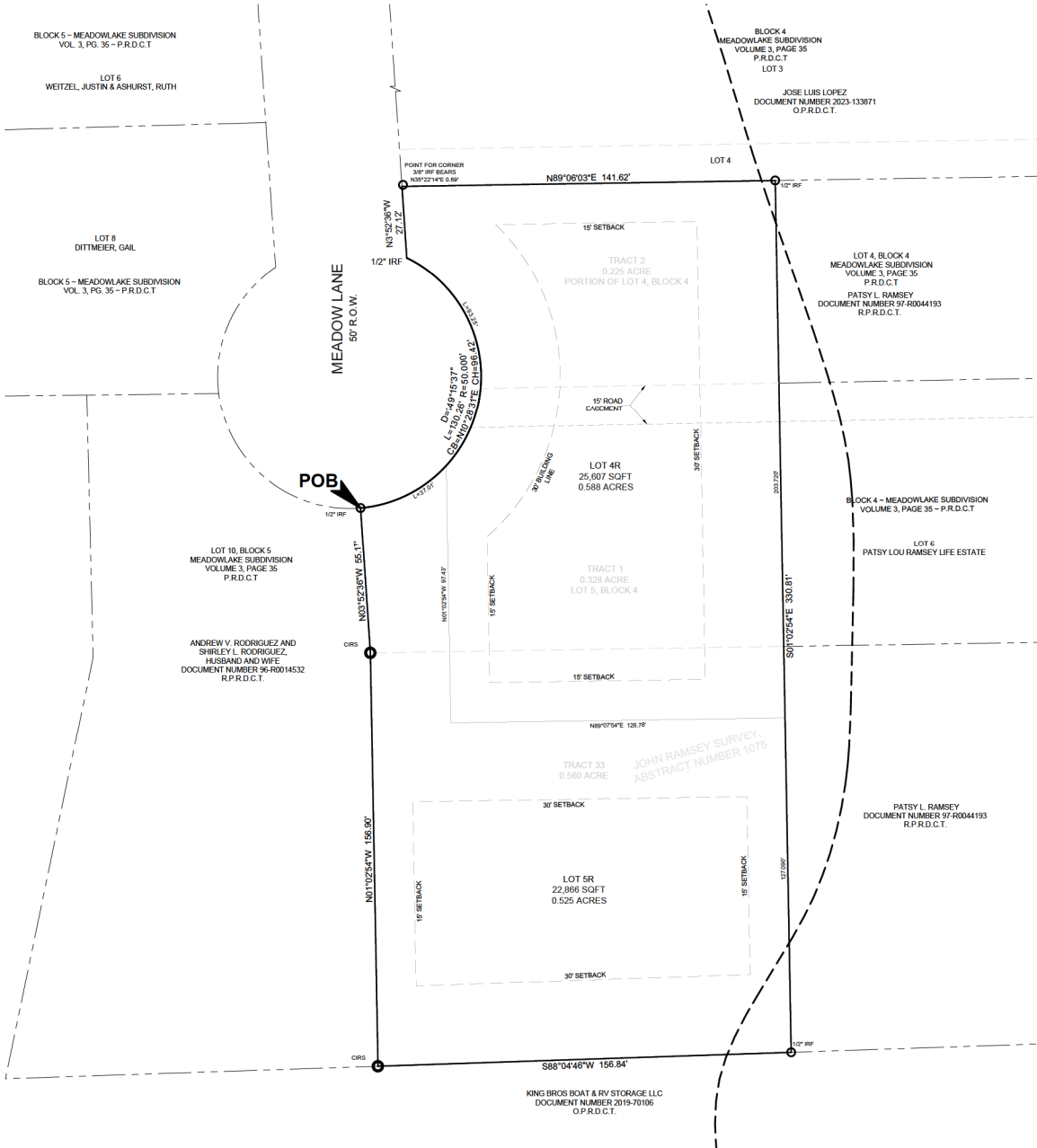
MEETING DATE: April 28, 2025

AGENDA ITEM: Consider and act on a final plat of Lots 4R and 5R, Block 4, Meadowlake Subdivision, being 1.1113 acres of land, being a replat of Lots 4 & 5, Block 4, Meadowlake Subdivision and A1075A Ramsey, Tract, 33, a 0.560 acre tract, situated in the John Ramsey Survey, Abstract 1075, Town of Hickory Creek, Denton County, Texas. The lots are located in the 100 block of Meadow Lane.

**AGENDA ITEM
SUMMARY:**

The new owner of the property designated by Denton Central Appraisal District as 100 Meadow Lane wishes to replat 2 platted lots along with a 3rd unplatted lot into 2 residential lots. Two of the properties are currently part of the Meadowlake Subdivision, dedicated and platted in 1964. The unplatted, undeveloped lot is a part of the John Ramsey Survey, Abstract 1075 and is located south of the Meadowlake Subdivision.

Date	Request	Meeting	Result
04/22/25	Plat	Planning and Zoning	Approval recommended pending completion of outstanding items.



LEGEND	
I.R.F.	IRON ROD FOUND (1/2" & 3/8" ROD)
I.P.F.	IRON PIPE FOUND (1" PIPE)
C.M.	CONTROLLING MONUMENT
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
PROPERTY LINE	



- NOTES:**
- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD83 (U.S. Feet).
 - The purpose of this plat is to re-plate three lots into two single family lots for development purposes.
 - This property lies within Zone "X" and Zone "Y" (shaded) (Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile) the Flood Insurance Rate Map for Denton County, Map No. 48121C0395H, dated June 19, 2020.
 - Existing 15' road easement is to remain.

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS Mansur Plumber is the owner of a tract of land situated in the John Ramsey Survey, Abstract Number 1075, in the Town of Hickory Creek, Denton County, Texas, and being a portion of Lot 4 and all of Lot 5, Block 4 of the Meadow Lake Subdivision, an addition to the Town of Hickory Creek, according to the plat thereof recorded in Volume 3, Page 35, Plat Records, Denton County, Texas (P.R.D.C.T.), and being all of that certain "Tracts 1, 2 and 3" conveyed to Mansur Plumber, as recorded in Document Number 2024-91095 of the Official Public Records of Denton County, Texas, (O.P.R.D.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for a northwest corner of said Plumber tracts and a northeast corner of Lot 10, Block 5 of said Meadow Lake Subdivision, said point being in the right-of-way line of Meadow Lane, having a 50' cul-de-sac, said point also being at a curve to the left having a 50' radius;

THENCE along said curve to the left with a delta angle of 149 degrees 15 minutes 37 seconds, with a chord bearing of North 00 degrees 28 minutes 31 seconds East, a chord distance of 96.42 feet, having an arc length of 130.26 feet to a 1/2 inch iron rod found for corner;

THENCE North 03 degrees 52 minutes 36 seconds West, along the east right-of-way line of said Meadow Lane, a distance of 27.12 feet to a point for the northwest corner of said Plumber tract and the southwest corner of that certain tract of land conveyed to Jose Luis Lopez, as recorded in Document Number 2023-133071, O.P.R.D.C.T., from which a 3/8 inch iron rod found bears North 35 degrees 22 minutes 14 seconds East, a distance of 0.69 feet;

THENCE North 89 degrees 06 minutes 03 seconds East, along the north line of said Plumber tract and the south line of said Lopez tract, a distance of 141.52 feet to a 1/2 inch iron rod found for the northeast corner of said Plumber tract and the northwest corner of that certain tract of land conveyed to Patsy L. Ramsey, as recorded in Document Number 97-R0044193 of the Real Property Records of Denton County, Texas, (R.P.R.D.C.T.);

THENCE South 01 degrees 02 minutes 54 seconds East, with the east line of said Plumber tract and the west line of said Ramsey tract, a distance of 330.81 feet to a 1/2 inch iron rod found for the southeast corner of said Plumber tract and the southwest corner of said Ramsey tract, said point also being in the north line of that certain tract of land conveyed to King Bros Boat & RV Storage, LLC, as recorded in Document Number 2019-70106, O.P.R.D.C.T.;

THENCE South 88 degrees 04 minutes 46 seconds West, with the south line of said Plumber tract and the north line of said King Bros Boat tract, a distance of 156.84 feet to a 1/2 inch iron rod with cap stamped "CCM-ENG" set for the southwest corner of said Plumber tract and the southeast corner of that certain tract of land conveyed to Andrew V. Rodriguez and Shirley L. Rodriguez, husband and wife, as recorded in Document Number 96-R0014532, R.P.R.D.C.T.;

THENCE North 01 degrees 02 minutes 54 seconds West, with the west line of said Plumber tract and the east line of said Rodriguez tract, a distance of 156.90 feet to a 1/2 inch iron rod with cap stamped "CCM-ENG" set for and interior angle of said track;

THENCE North 03 degrees 52 minutes 36 seconds West, continuing with the west line of said Plumber tract and the east line of said Rodriguez tract, a distance of 55.17 feet to the POINT OF BEGINNING, containing 1.113 acres of land.

SURVEYOR'S CERTIFICATE:

I hereby certify that this survey was made on the ground under my supervision and that it correctly represents the facts found at the time of the survey. I further certify that all easements and rights-of-way of which I have been advised are shown hereon. There were no visible encroachments or conflicts in the boundary lines apparent on the ground except as shown hereon. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying (Section 63.18).

Crystal Robertson,
Registered Professional Land Surveyor No. 5447

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT MANSUR PLUMBER, acting herein by and through its duly authorized officers, do hereby adopt this plat designating the herein above described property as 100 MEADOW LANE, an addition to the Town of Hickory Creek, Denton County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated to the public use forever, for the purposes indicated on this plat.

No buildings, fences, trees, or other improvements shall be constructed or placed upon, over, or across the easements as shown. The Town of Hickory Creek shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Denton shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

WITNESS MY HAND, this _____ day of _____, 2025.

Mansur Plumber, Owner

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Mansur Plumber, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2025.

Notary Public, State of Texas

My Commission Expires: _____

Recommended for Approval

Chairman, Planning and Zoning Commission Date
Town of Hickory Creek, Texas

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 Meadow Lake subdivision or addition to the Town of Hickory Creek was submitted to the town council on the _____ of _____, 2025, 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 his/her name as hereinafter subscribed.

Witness my hand this _____ day of _____, A.D., 2025.

Town Secretary
Town of Hickory Creek, Texas

Final Plat
Meadowlake Subdivision
Lots 4R & 5R, Block 4, 1.113 acres
Being a replat of lots 4 & 5, Block 4,
Meadowlake Subdivision
And A1075A Ramsey, Tract 33, a 0.560 acre tract
Situated in the
John Ramsey Survey, Abstract Number 1075
In the
Town of Hickory Creek, Denton County, Texas

APRIL 2025

OWNER:
PLUMBER, MANSUR
2822 ROCK CANYON ROAD,
THE COLONY, TX 75056-3798

SURVEYOR
CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
CONTACT: CRYSTAL ROBERTSON
EMAIL: CRYSTAL@CCM-ENG.COM
(972) 881-6633

ENGINEER
CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
CONTACT: CODY CRANELL
EMAIL: CODY@CCM-ENG.COM
(972) 881-6633

CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 881-6633
TYPE FIRM #625
TBSL FIRM #1019474

SPACE RESERVED FOR
COUNTY RECORDING LABEL



AGENDA INFORMATION SHEET

MEETING DATE: April 28, 2025

AGENDA ITEM: Consider and act on a site and landscape plan for the Reserve at Hickory Creek, Block A, Lots 1-20, Block B, Lots 1-15, Block C - E, Lots 1-12, Block F, Lots 1-14, 1 Block G - K, Lots 1-12, Block M - P, Lots 1-20: 18.8530 acres, 225 residential lots / 16 Blocks / 17 open space lots, being 18.85 acres out of the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

**AGENDA ITEM
SUMMARY:**

The Reserve at Hickory Creek is a planned development community off Turbeville Road. The site and landscape plans were approved February 2023. The development has been dormant, but the developer is ready to begin infrastructure construction. Per Chapter 14, Article XXVII Site Plan Approval, Section 6 of the Hickory Creek Code of Ordinances “If a building permit has not been issued within one year of approval of the site plan, then such site plan shall be null and void.” Due to the removal of additional trees from the original landscape Plan, an updated landscape plan has also been submitted.

Date	Request	Meeting	Result
02/21/23	Site & Landscape Plan	Planning and Zoning	Approval recommended
02/27/23	Site & Landscape Plan	Town Council	Approved
04/22/25	Site & Landscape Plan	Planning and Zoning	Approval recommended with corrections to spelling.



April 16, 2025
AVO 37638.200

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

**RE: The Reserve at Hickory Creek – Site Plan & Landscape Plan
(Final Submittal) Review**

Dear Ms. Chaudoir:

Halff Associates received a request from the Town of Hickory Creek to review a Site Plan and Landscape Plan for The Reserve at Hickory Creek on August 3, 2022. The surveyor/engineer is Kimley-Horn and Associates, Inc. The owner/applicant is Market Space Capital.

5th Review of Site Plan and Landscape Plan
Resubmitted Site Plan and Landscape Plan

September 12, 2022
April 9, 2025

Halff has reviewed the resubmitted Site Plan and Landscape Plan and recommends approval. The original Site Plan and Landscape Plan were given approval on September 12, 2022. Upon review of the resubmitted Site Plan and Landscape Plan, no significant changes were made and both plans are in accordance with the approved Construction Plans and Drainage Study. Halff offers no further comments and all previous comments have been addressed.

Sincerely,

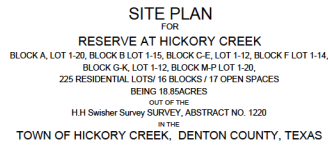
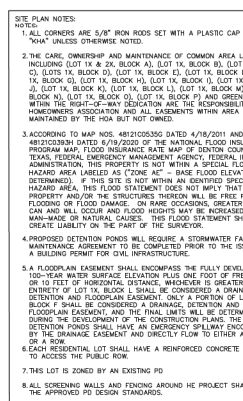
HALFF ASSOCIATES, INC.

TBPELS Engineering Firm No. 312


A handwritten signature in black ink, appearing to read "K. J. Gronwaldt", written over a horizontal line.

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

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

BEARING STATEMENT

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998493927.

OWNER: MARKET SPACE CAPITAL 9100 SOUTHWAY PKW. ST 201 HOUSTON, TX 77074 TEL: (281)-766-6784 CONTACT: SONIAH HASSAN		DEVELOPER: MARKET SPACE CAPITAL 9100 SOUTHWAY PKW. ST 201 HOUSTON, TX 77074 TEL: (281)-766-6784 CONTACT: SONIAH HASSAN		ENGINEER/SURVEYOR:  400 N. Oklahoma Dr. Suite 105 Collins, TX 75009 Tel: (409) 501-2200 Contact: 409-501-2200	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
COC		AML	AS SHOWN	APRIL 2025	063256600

FENCING AND LOT NOTES:

FENCING FOR THE CHILDREN'S PLAYGROUND SHALL BE WROUGHT IRON.

FENCING FOR NORTHERN DETENTION FOND SHALL BE WROUGHT IRON.

THE WESTERN PROPERTY LINE SHALL BE A FOOT TALL BOARD ON BOARD WOOD FENCE.

THE EXISTING FENCE ALONG THE NORTHERN, EASTERN, AND SOUTHERN PROPERTY LINES SHALL REMAIN WITH MINOR MODIFICATIONS DUE TO THE PROPOSED DRIVEWAY CONNECTIONS.

ALL REAR WARD VIEWS DETENTION LOT FENCING SHALL BE A MINIMUM OF 6 FOOT TALL WROUGHT IRON (PIPE-STANCHION SPICES OR BETTER) WITH STEEL POSTS MOUNTED ON THE INSIDE SO AS NOT TO BE VISIBLE FROM THE STREET) WITH A BOARD ON BOARD WOOD FENCE.

ALL FRONT WARD VIEWS DETENTION LOT FENCING THAT FACES AN OPEN SPACE SHALL BE 6 FOOT MINOR MATERIAL. FENCING GATES ARE INCORPORATED TO PUBLIC SPACES SHALL BE PROHIBITED.

ALL PROPOSED RESIDENTIAL SPHERES SHALL BE 30% MAXIMUM WITH REAR EXTERIOR GARAGE ACCESS FROM A DEDICATED PUBLIC STREET OR ALLEY.

ALL OPEN SPACE LOTS SHALL BE LANDSCAPED PER THE DEVELOPMENT AGREEMENT AND TOWN ORDINANCES.

SITE DATA SUMMARY TALE:

ZONING: PD

PROPOSAL USE: RESIDENTIAL

BUILDING AREA: VARIES

BUILDING HEIGHT: 3-STORY MAX

AREA OF IMPERVIOUS SURFACE: 236,200 ±

RESIDENT PARKING REQUIRED PER ZONING PROVIDED: 2 GARAGE SPACES PER DWELLING

GUEST PARKING REQUIRED PER PD: 0.5 SP.

DWELLING UNIT (230 UNITS X 0.5= 115 SP)

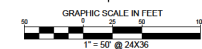
GUEST PARKING SPACES PROVIDED: 115 SP (INCLUDING 4 ADA SPACES)

NUMBER OF DWELLING UNITS: 230

TRACT 2
KSW HOLDINGS HICKORY CREEK, LP. —
DOCUMENT NUMBER 2018-111193

VARIABLE WIDTH R.C.
DOC. 2013-57560


PLOTTED BY
DWG NAME
PLOT DATE



	BOUNDARY LINE
	EXISTING TREE TO REMOVE
	OPENSACE/LANDSCAPED AREA
	RIGHT-OF-WAY

1. THE CLOUDED AREAS DESIGNATE TREES TO BE REMOVED, TREES ALONG PROPERTY LINES ARE APPROXIMATE AS A TREE SURVEY HAS NOT BEEN COMPLETED.
2. FENCING, SCREENING, PARKS, OPEN SPACE IMPROVEMENTS, AND TRAILS SHALL BE CONSISTENT WITH THE DEVELOPMENT AGREEMENT.

FOR
 RESERVE AT HICKORY CREEK
 BLOCK A, LOT 1-20, BLOCK B LOT 1-15, BLOCK C-E, LOT 1-12, BLOCK F LOT 1-14,
 BLOCK G-K, LOT 1-12, BLOCK M-P LOT 1-20,
 225 RESIDENTIAL LOTS/ 16 BLOCKS / 17 OPEN SPACES
 BEING 18.85ACRES
 OUT OF THE
 H.H Swisher Survey SURVEY, ABSTRACT NO. 1220
 IN THE
 TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

OWNER: MARKET SPACE CAPITAL 6100 SOUTHWEST Fwy. ST 201 HOUSTON, TX 77024 TEL: (281) 705-6794 CONTACT: SOHAIL HASSAN		DEVELOPER: MARKET SPACE CAPITAL 6100 SOUTHWEST Fwy. ST 201 HOUSTON, TX 77024 TEL: (281) 705-6794 CONTACT: SOHAIL HASSAN		ENGINEER/SURVEYOR:  400 N Oklahoma Dr. Suite 105 Celina, TX 75009 Tel: (469) 501-2200 Contact: 469-501-2200	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.

PLOTTED BY LOU147L, ANTHONY 4/9/2025 8:16 AM
 KING NAME KACIL, CIVIL063250500 - RESERVE AT 10
 LAST SAVED 5/1/2025 5:22 PM

LOTTED BY LOUPEL, ANTHONY 4/20/23 5:14 AM
 SCULPTURE/ARTWORK: RESERVE AT HICKORY CHEEK TRANSFER INLAND AND SMITH PLANNING/DESIGN PREP LAY CAD AND PLOT RESERVE AT HICKORY CHEEK/INLAND LANDSCAPE PLAN 20230315.DWG SHEET 05/01/2020 (LANDSCAPE PLAN 2023-05-01)
 3/3/2025 12:27 PM

DOCUMENT NUMBER 2020-276

12

CALLER 2.3635 ACRES
ABERNATHY, SHIRLEY &
GOLDFIELD, RICHARD &
GOLDFIELD, BRIAN & GOLDFIELD
DOCUMENT NUMBER 2012-07600

TRACT 2
KSW HOLDINGS HICKORY CREEK, LP
DOCUMENT NUMBER 2018-111103

TRACT 1
KSW HOLDINGS HICKORY CREEK, LI
DOCUMENT NUMBER 2018-111193

ENERGY TRANSFER FUEL LP
PIPELINE EASEMENT
DOCUMENT NUMBER 2006-13820

TURBEVILLE ROAD

--- --
 CALLED 0.3969 ACRES
 TOWN OF HICKORY CREEK
 --- --

THIS DOCUMENT IS THE PROPERTY OF THE CITY OF HICKORY, NORTH CAROLINA. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CITY OF HICKORY, NORTH CAROLINA. ANY UNAUTHORIZED REPRODUCTION OR USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND WILL BE SUBJECT TO LEGAL ACTION. THE CITY OF HICKORY, NORTH CAROLINA, ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. THE USER OF THIS DOCUMENT AGREES TO HOLD THE CITY OF HICKORY, NORTH CAROLINA, HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DOCUMENT. THE CITY OF HICKORY, NORTH CAROLINA, DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS DOCUMENT AGREES TO HOLD THE CITY OF HICKORY, NORTH CAROLINA, HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DOCUMENT. THE CITY OF HICKORY, NORTH CAROLINA, DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS DOCUMENT AGREES TO HOLD THE CITY OF HICKORY, NORTH CAROLINA, HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DOCUMENT.

Diameter at Breast Height (Inches)										Diameter at Breast Height (Inches)										Diameter at Breast Height (Inches)										Diameter at Breast Height (Inches)									
Tree Number	Species	Multiple Trunks	General Condition	Protected	Remove/Retain	INCHES	Tree Number	Species	Multiple Trunks	General Condition	Protected	Remove/Retain	INCHES	Tree Number	Species	Multiple Trunks	General Condition	Protected	Remove/Retain	INCHES	Tree Number	Species	Multiple Trunks	General Condition	Protected	Remove/Retain	INCHES	Tree Number	Species	Multiple Trunks	General Condition	Protected	Remove/Retain	INCHES					
1	7.0 southern magnolia	No	Healthy	YES	REMOVE	7.0	39	19.6 post oak	No	Damaged	NO	REMOVE	0.0	77	11.3 Chinese elm	Yes	Healthy	YES	REMOVE	11.3	115	21.3 post oak	No	Healthy	YES	REMOVE	21.3	153	17.5 post oak	No	Healthy	YES	REMOVE	17.5					
2	6.8 cedar elm	No	Healthy	YES	REMOVE	6.8	40	22.4 post oak	No	Healthy	YES	REMOVE	22.4	78	11.8 Chinese elm	Yes	Healthy	YES	REMOVE	11.8	116	20.9 post oak	No	Healthy	YES	REMOVE	20.9	154	16.8 post oak	No	Healthy	YES	REMOVE	16.8					
3	6.8 southern magnolia	No	Healthy	YES	REMOVE	6.8	41	22.4 post oak	No	Damaged	NO	REMOVE	0.0	79	10.6 Chinese elm	Yes	Healthy	YES	REMOVE	10.6	116	11.1 live oak	Yes	Healthy	YES	REMOVE	11.1	155	9.4 post oak	No	Healthy	YES	REMOVE	9.4					
4	6.3 eastern red cedar	No	Healthy	YES	REMOVE	6.3	42	21.1 post oak	No	Healthy	YES	REMOVE	21.1	80	22.4 Chinese elm	Yes	Healthy	YES	REMOVE	22.4	117	11.2 live oak	Yes	Healthy	YES	REMOVE	11.2	156	12.8 post oak	No	Healthy	YES	REMOVE	12.8					
5	6.1 southern magnolia	No	Healthy	YES	REMOVE	6.1	43	18.5 black oak	No	Healthy	YES	REMOVE	18.5	81	8.7 live oak	No	Healthy	YES	REMOVE	8.7	119	12.2 live oak	No	Healthy	YES	REMOVE	12.2	157	23.2 post oak	No	Healthy	YES	REMOVE	23.2					
6	19.4 post oak	No	Healthy	YES	REMOVE	19.4	44	17.5 black oak	No	Healthy	YES	REMOVE	17.5	82	16.3 Chinese elm	Yes	Healthy	YES	REMOVE	16.3	120	21.0 post oak	No	Healthy	YES	REMOVE	21.0	158	16.8 post oak	No	Healthy	YES	REMOVE	16.8					
7	20.0 post oak	No	Healthy	YES	REMOVE	20.0	45	10.5 post oak	No	Healthy	YES	REMOVE	10.5	83	9.1 Chinese elm	Yes	Healthy	YES	REMOVE	9.1	121	20.9 post oak	No	Healthy	YES	REMOVE	20.9	159	6.3 Shumard's oak	No	Healthy	YES	REMOVE	6.3					
8	19.1 post oak	No	Healthy	YES	REMOVE	19.1	46	11.9 cedar elm	Yes	Healthy	YES	REMOVE	11.9	84	12.4 Chinese elm	Yes	Healthy	YES	REMOVE	12.4	122	30.1 post oak	No	Healthy	YES	REMOVE	32.1	160	27.5 post oak	No	Healthy	YES	REMOVE	27.5					
9	16.4 post oak	No	Healthy	YES	REMOVE	16.4	47	21.3 sugarybanyan	Yes	Healthy	YES	REMOVE	21.3	85	6.1 live oak	No	Healthy	YES	REMOVE	6.1	123	6.1 post oak	No	Healthy	YES	REMOVE	6.1	161	17.2 post oak	No	Healthy	YES	REMOVE	17.2					
10	15.6 post oak	No	Healthy	YES	REMOVE	15.6	48	22.0 post oak	No	Damaged	NO	REMOVE	0.0	86	6.6 live oak	No	Healthy	YES	REMOVE	6.6	124	18.8 post oak	No	Healthy	YES	REMOVE	18.8	162	22.5 post oak	No	Healthy	YES	REMOVE	22.5					
11	22.3 post oak	No	Healthy	YES	REMOVE	22.3	49	21.3 sugarybanyan	No	Damaged	NO	REMOVE	0.0	87	6.6 live oak	No	Healthy	YES	REMOVE	6.6	125	20.7 post oak	No	Healthy	YES	REMOVE	20.7	163	21.8 post oak	No	Healthy	YES	REMOVE	21.8					
12	17.5 post oak	No	Healthy	YES	REMOVE	17.5	50	15.8 post oak	No	Healthy	YES	REMOVE	15.8	88	6.0 American elm	No	Healthy	YES	REMOVE	6.0	126	15.8 post oak	No	Healthy	YES	REMOVE	15.8	164	22.6 post oak	No	Healthy	YES	REMOVE	22.6					
13	21.5 post oak	No	Healthy	YES	REMOVE	21.5	51	21.1 post oak	No	Healthy	YES	REMOVE	21.1	89	22.4 post oak	No	Healthy	YES	REMOVE	22.4	127	18.3 post oak	No	Healthy	YES	REMOVE	18.3	165	26.7 post oak	Yes	Healthy	YES	REMOVE	26.7					
14	14.1 post oak	No	Healthy	YES	REMOVE	14.1	52	11.7 Chinese elm	No	Healthy	YES	REMOVE	11.7	90	24.1 post oak	No	Healthy	YES	REMOVE	24.1	128	16.8 post oak	No	Healthy	YES	REMOVE	16.8	166	11.4 post oak	No	Healthy	YES	REMOVE	11.4					
15	19.9 post oak	No	Healthy	YES	REMOVE	19.9	53	15.7 Chinese elm	No	Healthy	YES	REMOVE	15.7	91	15.4 post oak	No	Damaged	NO	REMOVE	0.0	129	13.4 post oak	No	Healthy	YES	REMOVE	13.4	167	20.8 post oak	No	Healthy	YES	REMOVE	20.8					
16	12.2 post oak	No	Healthy	YES	REMOVE	12.2	54	11.8 Chinese elm	No	Damaged	NO	REMOVE	0.0	92	20.6 post oak	No	Healthy	YES	REMOVE	20.6	130	16.4 post oak	No	Healthy	YES	REMOVE	16.4	168	29.4 post oak	Yes	Healthy	YES	REMOVE	29.4					
17	28.6 post oak	Yes	Healthy	YES	REMOVE	28.6	55	14.5 Chinese elm	No	Damaged	NO	REMOVE	0.0	93	16.2 post oak	No	Healthy	YES	REMOVE	16.2	131	22.6 post oak	No	Healthy	YES	REMOVE	22.6	169	18.1 post oak	No	Healthy	YES	REMOVE	18.1					
18	12.4 post oak	No	Healthy	YES	REMOVE	12.4	56	11.2 Chinese elm	No	Healthy	YES	REMOVE	11.2	94	18.5 post oak	No	Healthy	YES	REMOVE	18.5	132	18.5 post oak	No	Healthy	YES	REMOVE	18.5	170	17.1 post oak	No	Healthy	YES	REMOVE	17.1					
19	19.9 post oak	Yes	Healthy	YES	REMOVE	19.9	57	16.0 Chinese elm	No	Healthy	YES	REMOVE	16.0	95	18.2 post oak	No	Healthy	YES	REMOVE	18.2	133	17.0 post oak	No	Healthy	YES	REMOVE	17.0	171	9.8 post oak	No	Healthy	YES	REMOVE	9.8					
20	14.7 post oak	No	Healthy	YES	REMOVE	14.7	58	19.4 Chinese elm	No	Healthy	YES	REMOVE	19.4	96	22.0 post oak	No	Healthy	YES	REMOVE	22.0	134	19.7 post oak	No	Healthy	YES	REMOVE	19.7	172	19.0 post oak	No	Healthy	YES	REMOVE	19.0					
21	17.5 post oak	No	Healthy	YES	REMOVE	17.5	59	16.8 Chinese elm	No	Healthy	YES	REMOVE	16.8	97	14.4 post oak	No	Healthy	YES	REMOVE	14.4	135	16.8 post oak	No	Healthy	YES	REMOVE	16.8	173	15.5 post oak	No	Healthy	YES	REMOVE	15.5					
22	18.6 post oak	No	Healthy	YES	REMOVE	18.6	60	18.8 Chinese elm	No	Healthy	YES	REMOVE	18.8	98	15.3 post oak	No	Healthy	YES	REMOVE	15.3	136	24.8 post oak	Yes	Healthy	YES	REMOVE	24.8	174	21.7 post oak	No	Healthy	YES	REMOVE	21.7					
23	18.3 eastern red cedar	Yes	Healthy	YES	REMOVE	18.3	61	11.2 live oak	No	Healthy	YES	REMOVE	11.2	99	10.4 post oak	No	Healthy	YES	REMOVE	10.4	137	13.5 post oak	No	Healthy	YES	REMOVE	13.5	175	12.7 post oak	No	Healthy	YES	REMOVE	12.7					
24	17.0 post oak	No	Healthy	YES	REMOVE	17.0	62	11.9 post oak	No	Damaged	NO	REMOVE	0.0	100	28.6 post oak	No	Healthy	YES	REMOVE	28.6	138	18.6 post oak	No	Healthy	YES	REMOVE	18.6	176	21.4 post oak	No	Healthy	YES	REMOVE	21.4					
25	21.9 post oak	No	Healthy	YES	REMOVE	21.9	63	22.8 post oak	No	Healthy	YES	REMOVE	22.8	101	19.4 post oak	No	Healthy	YES	REMOVE	19.4	139	9.6 sugarybanyan	Yes	Healthy	YES	REMOVE	9.6	177	19.2 post oak	No	Healthy	YES	REMOVE	19.2					
26	17.4 post oak	No	Healthy	YES	REMOVE	17.4	64	14.3 post oak	No	Healthy	YES	REMOVE	14.3	102	22.5 post oak	No	Healthy	YES	REMOVE	22.5	140	14.9 post oak	No	Healthy	YES	REMOVE	14.9	178	16.6 post oak	No	Healthy	YES	REMOVE	16.6					
27	21.9 post oak	No	Damaged	NO	REMOVE	0.0	65	17.5 post oak	No	Healthy	YES	REMOVE	17.5	103	25.0 post oak	No	Healthy	YES	REMOVE	25.0	141	14.8 post oak	No	Damaged	NO	REMOVE	0.0	179	18.1 post oak	No	Healthy	YES	REMOVE	18.1					
28	17.6 post oak	No	Healthy	YES	REMOVE	17.6	66	23.7 post oak	No	Healthy	YES	REMOVE	23.7	104	18.2 post oak	No	Healthy	YES	REMOVE	18.2	142	14.2 post oak	No	Healthy	YES	REMOVE	14.2	180	17.7 post oak	No	Healthy	YES	REMOVE	17.7					
29	16.0 post oak	No	Healthy	YES	REMOVE	16.0	67	23.7 post oak	No	Healthy	YES	REMOVE	23.7	105	16.1 post oak	No	Healthy	YES	REMOVE	16.1	143	14.3 post oak	No	Healthy	YES	REMOVE	14.3	181	14.8 post oak	No	Healthy	YES	REMOVE	14.8					
30	27.5 post oak	No	Healthy	YES	REMOVE	27.5	68	7.7 live oak	No	Healthy	YES	REMOVE	7.7	106	17.0 post oak	No	Healthy	YES	REMOVE	17.0	144	12.1 post oak	No	Healthy	YES	REMOVE	12.1	182	13.4 post oak	No	Healthy	YES	REMOVE	13.4					
31	19.9 post oak	No	Healthy	YES	REMOVE	19.9	69	21.6 post oak	No	Healthy	YES	REMOVE	21.6	107	18.5 post oak	No	Healthy	YES	REMOVE	18.5	145	14.9 post oak	No	Healthy	YES	REMOVE	14.9	100	24.5 post oak	No	Healthy	YES	REMOVE	24.5					
32	18.2 post oak	No	Healthy	YES	REMOVE	18.2	70	18.3 post oak	No	Healthy	YES	REMOVE	18.3	108	18.9 post oak	No	Healthy	YES	REMOVE	18.9	146	13.9 post oak	No	Healthy	YES	REMOVE	13.9	101	20.6 post oak	No	Healthy	YES	REMOVE	20.6					
33	21.8 post oak	No	Healthy	YES	REMOVE	21.8	71	8.5 eastern red cedar	No	Healthy	YES	REMOVE	8.5	109	19.9 post oak	No	Healthy	YES	REMOVE	19.9	147	12.0 post oak	No	Healthy	YES	REMOVE	12.0	102	11.4 eastern red cedar	No	Healthy	YES	REMOVE	11.4					
34	16.0 post oak	No	Healthy	YES	REMOVE	16.0	72	25.1 post oak	No	Damaged	NO	REMOVE	0.0	110	20.7 post oak	No	Healthy	YES	REMOVE	20.7	148	10.0 post oak	No	Healthy	YES	REMOVE	12.0	103	31.3 post oak	No	Healthy	YES	REMOVE	31.3					
35	19.8 post oak	No	Healthy	YES	REMOVE	19.8	73	24.0 post oak	No	Healthy	YES	REMOVE	24.0	111	20.8 post oak	No	Healthy	YES	REMOVE	20.8	149	8.5 post oak	No	Healthy	YES	REMOVE	14.8	104	8.3 eastern red cedar	No	Healthy	YES	REMOVE	8.3					
36	26.3 post oak	Yes	Healthy	YES	REMOVE	26.3	74	11.9 Chinese elm	Yes	Damaged	NO	REMOVE	0.0	112	6.1 sugarybanyan	No	Healthy	NO	REMOVE	0.0	150	7.8 post oak	No	Healthy	YES	REMOVE	7.8	105	8.3 eastern red cedar	No	Healthy	YES	REMOVE	8.3					
37	20.2 post oak	No	Healthy	YES	REMOVE	20.2	75	16.6 Chinese elm	Yes	Damaged	NO	REMOVE	0.0	113	20.2 post oak	No	Healthy	YES	REMOVE	20.2	151	20.2 post oak	No	Healthy	YES	REMOVE	20.2	106	28.7 post oak	No	Healthy	YES	REMOVE	28.7					
38	21.2 Chinese elm	No	Healthy	YES	REMOVE	21.2	76	12.3 post oak	No	Healthy	YES	REMOVE	12.3	114	20.7 post oak	No	Healthy	YES	REMOVE	20.7	152	19.2 post oak	No	Healthy	YES	REMOVE	19.2	107	29.3 cedar elm	Yes	Healthy	YES	REMOVE	29.3					

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0428-__

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 POND MAINTENANCE AND RETAINING WALL MAINTENANCE AGREEMENTS WITH RESERVE AT HICKORY CREEK LLC; 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 proposed agreements concerning pond maintenance and retaining wall maintenance from Reserve at Hickory Creek, LLC, attached hereto as Exhibits A and B which are hereby incorporated herein by reference; and

WHEREAS, upon full review and consideration of the agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions of Exhibits A and B 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 agreements attached hereto as Exhibits A and B.

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 28th day of April, 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

POND MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

This Pond Maintenance Agreement (“Agreement”) is made and entered into by and between Reserve at Hickory Creek, LLC, a Texas limited liability company ("Owner"), whose address is 9100 Southwest Freeway, Suite 201, Houston, Texas 77074, and the Town of Hickory Creek, Texas, a Texas municipal corporation ("Town"), whose address is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065. Owner and Town may be collectively referred to as the “Parties.”

RECITALS

WHEREAS, Owner is the owner of certain real property located within the corporate limits of the Town of Hickory Creek, Texas, more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes (the “Property”); and

WHEREAS, the Owner has constructed or intends to construct a detention pond or stormwater management facility (the “Pond”) on the Property in connection with its development; and

WHEREAS, the Town requires, as a condition of approval for the development of the Property, that the Owner assumes responsibility for the ongoing maintenance and repair of the Pond in accordance with Town standards.

AGREEMENT

1. Maintenance Obligations

- Owner and its successors, heirs, transferees, and assigns shall, at their sole expense, maintain the Pond, including but not limited to all berms, embankments, outlet structures, inlets, trash racks, riprap, access roads, fencing, vegetation, and appurtenances, in good working order and condition and in accordance with the standards set forth by the Town of Hickory Creek and applicable law.
- Owner and its successors, heirs, transferees, and assigns shall inspect the Pond no less than once every six (6) months and after major storm events and promptly perform any maintenance or repairs necessary to restore the Pond to its intended design function.
- Owner and its successors, heirs, transferees, and assigns shall remove accumulated debris, sediment, and other obstructions that may hinder the operation of the Pond. Such removal shall be performed as needed to maintain capacity and prevent standing water or erosion.

2. Access and Inspection by Town

- Owner and its successors, heirs, transferees, and assigns hereby grant to the Town, its officers, employees, agents, and contractors, a perpetual right of entry upon the Property at reasonable times and with reasonable notice for the purpose of inspection, monitoring, or enforcement of this Agreement. In the event Owner and its successors, heirs, transferees, and assigns fail to perform required maintenance or repair, after thirty (30) days’ written notice to Owner and failure to cure, the Town may enter the Property to perform necessary maintenance and/or repairs. Owner shall reimburse the Town for all reasonable costs incurred, including administrative costs, within thirty (30) days of receipt of invoice. Unpaid amounts shall constitute a lien on the Property.

3. Indemnification

- Owner and its successors, heirs, transferees, and assigns agree to indemnify, defend, and hold harmless the Town, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the construction, maintenance, or failure of the Pond, except to the extent caused by the gross negligence or willful misconduct of the Town.

4. Binding Effect and Covenants Running with the Land

- This Agreement shall run with the land and be binding upon Owner and its successors, heirs, transferees, and assigns. It shall be recorded in the Official Public Records of Denton County, Texas.

5. Miscellaneous

- This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- Venue for any dispute arising out of or related to this Agreement shall lie in Denton County, Texas.
- This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings regarding the subject matter hereof.
- This Agreement may only be amended by a written instrument executed by both Parties and approved by the Town Council, if applicable.
- If any provision of this Agreement is held to be illegal or unenforceable, the remainder shall remain valid and enforceable.

IN WITNESS WHEREOF

The Parties have executed this Agreement to be effective as of April 28, 2025.

OWNER:

Reserve at Hickory Creek, LLC

By: _____

Name: _____

Title: _____

Date: _____

TOWN:

Town of Hickory Creek, Texas

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, _____ of Reserve at Hickory Creek, LLC, on behalf of said entity.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Lynn C. Clark, Mayor of the Town of Hickory Creek, on behalf of said entity.

Notary Public, State of Texas

Exhibit A
METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

RETAINING WALL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

This Retaining Wall Maintenance Agreement ("Agreement") is made and entered into by and between Reserve at Hickory Creek, LLC, a Texas limited liability company ("Owner"), whose address is 9100 Southwest Freeway, Suite 201, Houston, Texas 77074, and the Town of Hickory Creek, Texas, a Texas municipal corporation ("Town"), whose address is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065. Owner and Town may be collectively referred to as the "Parties."

RECITALS

WHEREAS, Owner is the owner of certain real property located within the corporate limits of the Town of Hickory Creek, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, in connection with the development of the Property, a retaining wall (the "Wall") has been constructed or is to be constructed along the east channel of the Property to provide necessary support and stabilization of grade elevations and infrastructure; and

WHEREAS, the Town requires that the Owner assume full responsibility for the future maintenance, repair, and structural integrity of the Wall as a condition of development approval.

AGREEMENT

1. Maintenance Obligations

- Owner and its successors, heirs, transferees, and assigns shall, at its sole expense, maintain the Wall and all associated structural and drainage components, including but not limited to footings, facing materials, drainage weeps, geogrid reinforcement (if any), backfill, and erosion control measures, in a structurally sound and safe condition at all times.
- Owner and its successors, heirs, transferees, and assigns shall conduct regular inspections, at minimum annually and after major storm events, to identify signs of distress, movement, cracking, settlement, erosion, or failure, and take immediate corrective action as necessary.
- Owner and its successors, heirs, transferees, and assigns shall perform any repairs, reinforcements, or reconstruction necessary to restore the Wall to its original design function, using appropriate materials and methods in accordance with engineering best practices.

2. Access and Inspection by Town

- Owner and its successors, heirs, transferees, and assigns grant the Town and its authorized representatives a perpetual right of entry upon the Property, at reasonable times and upon reasonable notice, for the purpose of inspecting the Wall and verifying compliance with this Agreement.
- If the Owner and its successors, heirs, transferees, and assigns fail to properly maintain or repair the Wall within thirty (30) days of receiving written notice from the Town, the Town may, but is not obligated to, enter the Property and perform the necessary work. The Owner shall reimburse the Town for all associated costs within thirty (30) days of invoicing. Unpaid costs shall constitute a lien on the Property.

3. Indemnification

- Owner and its successors, heirs, transferees, and assigns agree to indemnify, defend, and hold harmless the Town, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses, including attorney's fees, arising from or related to the design, construction, failure, or maintenance of the Wall, except to the extent caused by the gross negligence or willful misconduct of the Town.

4. Covenants Running with the Land

- This Agreement shall be deemed a covenant running with the land and shall be binding upon the Owner, and its successors, heirs, transferees, and assigns. This Agreement shall be recorded in the Official Public Records of Denton County, Texas.

5. Miscellaneous

- This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- Venue for any legal dispute arising from this Agreement shall be in Denton County, Texas.
- This Agreement constitutes the full and entire agreement between the Parties and supersedes all prior discussions or understandings.
- Any amendment to this Agreement must be made in writing and signed by both Parties.
- If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF

The Parties have executed this Agreement to be effective as of April 28, 2025.

OWNER:

Reserve at Hickory Creek, LLC

By: _____

Name: _____

Title: _____

Date: _____

TOWN:

Town of Hickory Creek, Texas

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, _____ of Reserve at Hickory Creek, LLC, on behalf of said entity.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 20____, by Lynn C. Clark, Mayor of the Town of Hickory Creek, on behalf of said entity.

Notary Public, State of Texas

Exhibit A

Metes and Bounds Description and Defined Retaining Wall Location

Exhibit A

METES AND BOUNDS DESCRIPTION

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

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

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

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

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

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

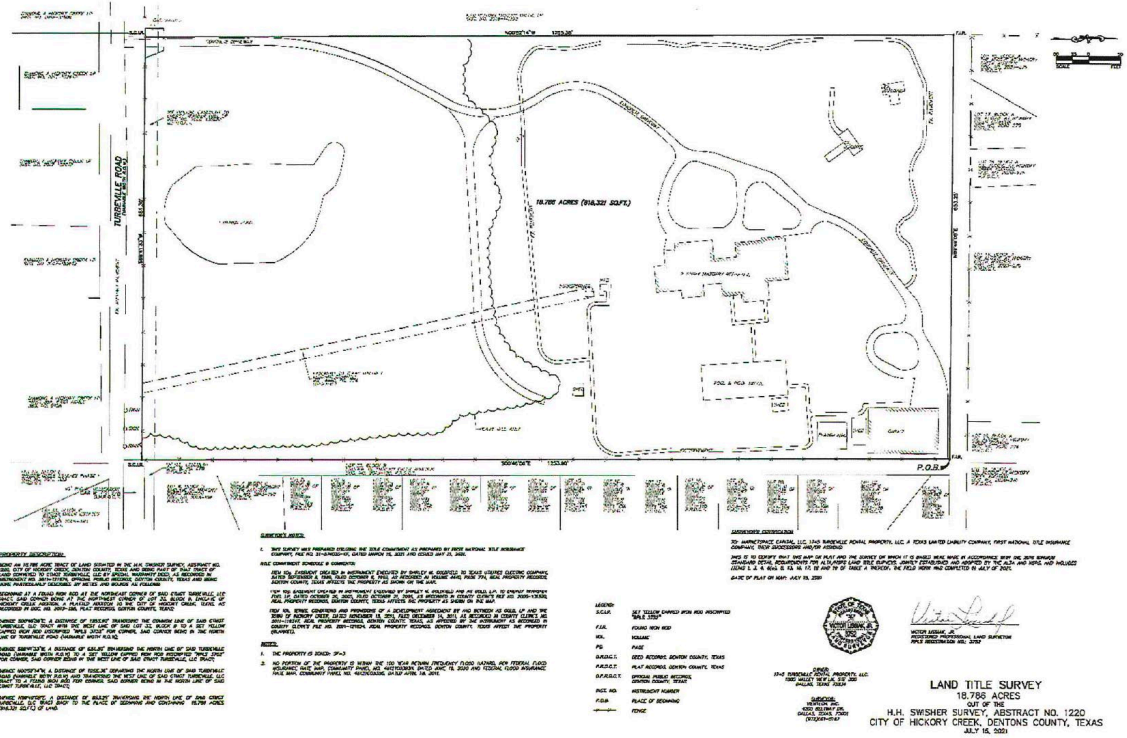
The retaining wall subject to this Agreement is located along the eastern boundary of the 18.786-acre tract described above, adjacent to and paralleling the east drainage channel that runs generally north-south through the Property. The wall begins at or near the northeast corner of the tract and extends southward approximately 1,250 linear feet. This alignment and location are more fully illustrated in Exhibit B.

Exhibit B

Depiction of the Property and Retaining Wall

Exhibit B

DEPICTION OF THE PROPERTY



**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0428-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A CONCESSIONAIRE AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND WATERTOYZ, LLC; 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 concessionaire agreement by and between the Town of Hickory Creek, Texas and WaterToyz, LLC (hereinafter the "Agreement") for the use of the Town’s public property to access Lake Lewisville and certain economic development matters, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 28th day of April 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (this “**Agreement**”) is entered into by and between the Town of Hickory Creek, Texas, a Type A general law municipality (the “**Town**”) and WATERTOYZ, LLC, a Texas LLC (the “**Concessionaire**”) (collectively, the “**Parties**” and each, a “**Party**”).

WITNESSETH:

WHEREAS the Secretary of the Army granted to the Town a lease to use and occupy the property identified as Arrowhead Park, as more particularly described in the Lease, for public park and recreational purposes (reference to said Lease being hereby made for all purposes to the same extent as if fully set forth herein); and,

WHEREAS the Lease authorizes the Town to enter into concession agreements with third parties to provide needed services to the public, subject to the provisions of the Lease and the approval of the District Engineer, Corps of Engineers, Fort Worth District (the “**District Engineer**”); and,

WHEREAS, the Town has determined that the rental of boats (each a “**Boat**”) will enhance the public’s recreational experience; and,

WHEREAS, the Concessionaire has been selected by the Town to operate a Boat rental business within a portion of the Town’s leased property (the “**Concession Area**”), as more particularly described in Exhibit “A” attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties do mutually agree as follows:

1.0 Incorporation of Recitals. The foregoing recitals (a) are incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties; (b) are true and correct as of the Effective Date; (c) form the basis upon which the Parties negotiated and entered into this Agreement; (d) are legislative findings of the Town Council, and (e) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2.0 Agreement Subject to the Town’s Lease (DACW63-1-15-0593). It is expressly agreed and understood that all of the terms, conditions, privileges and obligations incorporated in the Lease issued to the Town by the Secretary of the Army are as binding on the Concessionaire as if they were set forth herein. Further, should the Secretary of the Army terminate the Lease issued to the Town, this Agreement immediately terminates.

3.0 Term. The term of this Agreement is 1 Year, commencing on _____, 2025, and ending on _____, 2026. This Agreement does not automatically renew and does not grant the Concessionaire any rights in any future years.

4.0 Commercial Activities. The Concessionaire is authorized to conduct the rental of Boats (the “Commercial Activities”) only at the Concession Area.

- 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 \$ _____ for a maximum of 4 vessels and 4 jet skis.
- 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 and the U.S. Army Corps of Engineers as additional insureds (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, 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 Concessionaire 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 Dry dock all rental equipment at bank. There shall be no staging at courtesy dock before rental client’s arrival.
- 1.9 Tie to courtesy dock for no more than fifteen (15) minutes to load customers’ personal supplies.
- 1.10 Communicate any and all operations instructions to clients while dry docked or during the initial rental transaction.
- 1.11 Not set up business operations in the park or on its grounds, other than the storage and delivery of rental equipment described above.
- 1.12 Not allow more than one piece of rental equipment to be tied to courtesy dock at any given time.
- 1.13 Not distribute passes to individuals, but instead require each individual vehicle to purchase a day use or annual pass.
- 1.14 Space between 30 to 60 minutes from the end of a rental to beginning of new rental.
- 1.15 Comply with all provisions of the Town of Hickory Creek’s Code of Ordinances, and other rules or regulations adopted by the Town.

5.0 Reports. The Concessionaire shall submit monthly reports in a form approved by the Town, to the Town Manager. Monthly reports shall be submitted no later than 20 days after the end of the month.

6.0 [intentionally omitted]

7.0 Compliance with Laws. The Concessionaire shall comply with all federal, state and local laws and regulations.

8.0 Transfers, Subleases, Assignments. The Concessionaire shall not transfer, sublease, or assign this Agreement or privileges thereunder, nor any interest whatsoever in connection with this Agreement without written approval from Town.

9.0 Termination. The Concessionaire understands and agrees that this Agreement is an at-will agreement which the Town may terminate at any time, for any reason in its sole discretion, and with or without cause. Further, the Town has no obligation to provide notice of any default or breach and may terminate this Agreement immediately and without any prior notice. In the event the Town terminates this Agreement, the Concessionaire shall pay the Town for any outstanding fees, as provided in section 6.0 above, generated through the date of termination. The concessionaire waives any right of recovery or action against the Town arising from or relating to this Agreement, including but not limited to any action for any alleged damages in whatever form, whether actual, incidental, or exemplary, or any action seeking declaratory or injunctive relief. Should it be necessary for the Town to enforce this Agreement in a court proceeding, the Town is entitled to recovery of its reasonable and necessary attorneys' fees and costs. The Concessionaire waives any right of recovery for its attorneys' fees and costs provided by or under Texas law.

10.0 Protection of Government Property. The Concessionaire shall be responsible for any damages that may be caused to government property by the Commercial Activities.

11.0 INDEMNIFICATION. THE CONCESSIONAIRE EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD THE TOWN, ITS OFFICERS, EMPLOYEES, AGENTS, AND LICENSEES (FOR PURPOSES OF THIS PARAGRAPH COLLECTIVELY REFERRED TO AS THE "TOWN") AND THE UNITED STATES FREE AND HARMLESS FROM ANY AND ALL LOSSES, EXPENSES, INCLUDING ATTORNEY'S FEES, DAMAGES, DEMANDS, CLAIMS, JUDGMENTS OR LIABILITY WHATSOEVER, HOWSOEVER CAUSED OR ARISING OUT OF OR IN CONNECTION WITH INJURIES (INCLUDING DEATH) OR DAMAGES TO ANY AND ALL PERSONS AND/OR PROPERTY IN ANY WAY SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH, OR BY REASON OF, THE PERFORMANCE OR FAILURE TO PERFORM ANY ACT BY ANY AGENT, CONTRACTOR OR EMPLOYEE OF THE CONCESSIONAIRE UNDER THE TERMS OF THIS AGREEMENT. THIS INDEMNIFICATION ALSO INCLUDES, COVERS AND RELATES TO, WITHOUT LIMITATION, ANY NEGLIGENT ACT AND/OR OMISSION (WHETHER JOINT, COMPARATIVE, OR CONCURRENT) OF THE CONCESSIONAIRE. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12.0 Notice. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) three (3) days after sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below; (ii) one (1) business day after deposit with a nationally recognized courier service having the ability to track shipping and delivery of notices, including but not limited to, services such as Federal Express or United Parcel Service (UPS); or (iii) on the day actually received if sent by courier or otherwise hand delivered. Any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein.

Notice to the Town shall be sent to:

Town Manager's Office
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

Notice to the Concessionaire shall be sent to:

WATERTOYZ, LLC.
ATTN: _____

13.0 [intentionally omitted]

14.0 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

15.0 Authority and Enforceability; Binding Effect. The Concessionaire represents and warrants that this Agreement has been approved by appropriate action of the Concessionaire, and that the individual executing this Agreement on behalf of the Concessionaire has been duly authorized to do so. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

16.0 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

17.0 Applicable Law; Venue. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Venue for any action to enforce or construe this Agreement shall be Denton County, Texas.

18.0 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

19.0 Immigration Reform and Control Act (8 U.S.C 1324a). The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Concessionaire shall at all times during the term of the Agreement comply with the requirements of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Concessionaire also warrants that it has not had an IRCA violation within the last five (5) years.

20.0 Protection Of Resident Workers. The Town actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Concessionaire shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Town reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Concessionaire's expense.

21.0 Anti-Boycott Verification. The Concessionaire hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is construed to be a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, but only to the extent such section is applicable, and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing a business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Concessionaire understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Concessionaire and exists to make a profit.

22.0 Iran, Sudan and Foreign Terrorist Organizations.

22.1 The Concessionaire represents that neither it nor any of its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

22.2 The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable federal law and excludes the Concessionaire and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

22.3 The Concessionaire understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Concessionaire and exists to make a profit.

23.0 Ethics Disclosure. The Concessionaire represents that it has completed a Texas Ethics Commission ("TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing a application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in Form 1295. The information contained in the Form 1295 has been provided solely by the Concessionaire and the Town has not verified such information.

24.0 Other Agreements and Remedies. Nothing in this Agreement is intended to constitute a waiver by the Town of any remedy the Town may have outside this Agreement against the Concessionaire. The obligations of the Concessionaire hereunder shall be those as a Party hereto and not solely as an owner of the Property. Nothing herein shall be construed, nor is intended, to affect the Town's, the Concessionaire's rights and duties to perform its obligations under other agreements, regulations and ordinances.

25.0 No Waiver of Governmental Powers and Immunities. The Town does not waive or surrender any of its governmental powers, immunities or rights and, notwithstanding any provision in this Agreement, this Agreement does not control, waive, limit or supplant the legislative authority or discretion of the Town Council of the Town.

26.0 No Third-Party Rights. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give any person or entity other than the Parties any rights, remedies or claims under or by reason of this Agreement, and all covenants, conditions, promises and agreements in this Agreement shall be for the sole and exclusive benefit of the Parties. No person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary.

27.0 Modification. This Agreement may only be revised, modified or amended by a written document duly signed by the Town and Concessionaire, unless otherwise specifically provided for herein. Oral revisions, modifications or amendments are not permitted.

28.0 No Partnership or Joint Venture. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership or joint venture between the Parties.

29.0 Independent Contractor. The Concessionaire is an independent contractor and not an agent, servant, employee or representative of the Town in the performance of the Commercial Activities. No term or provision herein or act of the Concessionaire shall be construed as changing that status.

30.0 Non-Discrimination. The Concessionaire shall not discriminate, directly or indirectly, based on race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability status, genetics, veteran's status, or any other protected classification under federal or state law in the provision of the Commercial Activities under this Agreement.

TOWN:

Town of Hickory Creek, Texas

Lynn C. Clark, Mayor

Date: _____

CONCESSIONAIRE:

WATERTOYZ, LLC.

Gabriel G. Angeli, Managing Member

Date: _____

EXHIBIT A
Concession Area

