



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, AUGUST 28, 2023, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Proclamations

1. September 2023 as "Live United Month"

Items of Community Interest

Pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following: expressions of thanks, congratulations, or condolence; an honorary or salutory 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.

2. July 2023 Council Meeting Minutes

- [3.](#) July 2023 Financial Statements
- [4.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 3: Building Regulations, by amending Article 3.12: Solar Panel Standards.
- [5.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 10, Subdivision Regulations, by adopting requirement for underground electric supply line installation.
- [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 interlocal agreement between the Town of Hickory Creek and the City of Corinth concerning animal services.
- [7.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement between the Town of Hickory Creek and the Town of Shady Shores concerning public works services.
- [8.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and the University of North Texas concerning use of a telescope.

Regular Agenda

- [9.](#) Conduct a public hearing regarding the 2023-2024 Town of Hickory Creek Fiscal Year Budget.
- [10.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek adopting and approving the budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024; providing for expenditure of funds, providing for filing of budget and ordinance.
- [11.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a policy prohibiting use or installation of covered application on Town owned devices.
- [12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an interlocal cooperative agreement between the Town of Hickory Creek, Texas and the Denton County, Texas concerning road design and construction.
- [13.](#) Consider and act on allocating funds to construct GaGa Ball Pits in Corps of Engineer Parks and Tanglewood Park.
- [14.](#) Discussion regarding expanding capabilities of warning sirens in the Town of Hickory Creek.

15. Discussion regarding fees incurred by Hickory Creek residents for medical transport services provided by the Lake Cities Fire Department.

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.

16. Discuss legal obligations arising from potential changes to method of accounting for leave for Town employees.
17. Solicit and receive legal advice concerning police academy grant agreements for police department personnel.

Section 551.074

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

18. Public Works Position
19. Town Manager

Reconvene into Open Session

20. 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 August 23, 2023 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, United Way of Denton County celebrates 70 years of impact across Denton County in 2023; and

WHEREAS, by working together with supporters and collaborators across Denton County, United Way of Denton County improves access to education, economic mobility, and health & mental health for over 42,000 residents annually.

WHEREAS, United Way of Denton County leads the effort to close gaps and open opportunities for every person in Denton County and works with a network of nonprofits, governments, businesses, and donors to respond to our neighbor's immediate needs and seek out better solutions for larger community-wide issues.

NOW, THEREFORE, I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim **September 2023 "LIVE UNITED MONTH"** and proudly join United Way of Denton County in calling on all residents of the Town of Hickory Creek, Texas to Give, Advocate, and Volunteer as we LIVE UNITED to build a better Denton County for all of us.

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 August, 2023.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, JULY 31, 2023**

MINUTES

Call to Order

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

Roll Call

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Chris Gordon

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Trey Sargent, Town Attorney

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

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

Invocation

Councilmember Gibbons gave the invocation.

Items of Community Interest

There were no items of community interest.

Public Comment

Scott Figart, 199 Country Lane, stated he and his wife would like to dedicate land to the Town of Hickory Creek for public use which is a 175-foot segment of land that connects Oak Drive. The dedication expressly and directly benefits the Shore Haven Subdivision. He requests the council review the paperwork that will be delivered to the town later in the week and place an item on the next agenda accepting the land dedication.

Linda Figart, 199 Country Lane, stated she has concerns regarding road improvements the town wants to make on their private property. Currently they do not have legal representation. She referenced two plats approved by the town in 1998 and 2012 which depicts their private property and a 20-foot road easement. She is very interested in road improvements in the town and supports any improvement on the existing easement.

Town of Hickory Creek

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Melissa Stone, 207 Garth Lane, stated she is here to speak on item 7. She has had the honor of serving on the Vision Committee, which serves as an advisory body to provide opinions and recommendations based on community feedback to create a vision for the Town for the next twenty to thirty years. A boat and auto showroom does not meet the vision of the citizens for the future. Limited opportunities exist to create what citizens are requesting to build the Town everyone wants for the future.

Consent Agenda

1. June 2023 Council Meeting Minutes
2. May 2023 Financial Statements
3. June 2023 Financial Statements
4. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 2, Animal Control, Article 2.01, General Provisions.
5. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement with Structured Technology Solutions, LLC, concerning information technology services.
6. Consider and act on the 2023-2024 Hickory Creek Economic Development Corporation Amended Budget.

Motion made by Councilmember DuPree to approve consent agenda items 1-6 as presented, Seconded by Mayor Pro Tem Kenney.

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

Regular Agenda

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

John Smith, Town Manager, provided an overview of the request.

Mayor Clark called the public hearing to order at 6:14 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:14 p.m.

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Councilmember Gibbons, liaison for the Planning & Zoning Commission, provided an overview of the Planning & Zoning meeting to the Town Council.

Paul Bosco, Bosco Auto Group, answered questions from the Town Council.

The Town Council discussed the request further and provided input prior to voting.

Motion made by Councilmember Gibbons to deny the Special Use Permit for item 7, Seconded by Councilmember Theodore.

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

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

John Smith, Town Manager, provided an overview of the amendment request.

Laura Canda Lewis, representing KSW Holding Hickory Creek, LP, provided an overview of the amendments and answered questions from the Town Council.

Motion made by Mayor Pro Tem Kenney to approve a request from KSW Holding Hickory Creek, LP to amend the current PD zoning designation on the tract of land legally described as The Olana at Hickory Creek, Lot 1, Block 1, as presented, Seconded by Councilmember DuPree.

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

Motion made by Councilmember Gibbons to reconsider item 8, Seconded by Councilmember DuPree.

Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember DuPree, Councilmember Theodore

Voting Nay: Councilmember Gordon. Motion passed.

Motion made by Councilmember Gibbons to approve item 8 KSW Holding PD as presented with the following conditions: restriction of deliveries within 50 feet of the property line between 7:00 am and 10:00 pm, Seconded by Mayor Pro Tem Kenney.

Motion made by Mayor Pro Tem Kenney to amend the geographic restriction on receiving deliveries to 70 feet west and 150 feet south, Seconded by Councilmember Theodore.

Voting Yea on the amendment to the motion: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

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

Motion passed unanimously.

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

Motion made by Councilmember Gordon to approve a final plat of The Olana at Hickory Creek as presented, Seconded by Councilmember Theodore.

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

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

Motion made by Mayor Pro Tem Kenney to approve the site and landscape plan for The Olana at Hickory Creek as presented, Seconded by Councilmember DuPree.

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

11. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an easement agreement concerning certain use rights for real property located at 1851 Turbeville Road, Hickory Creek, Texas, 75065.

Motion made by Councilmember Gordon to approve the resolution subject to the Town Administrator and Town Attorney confirmation of the legal description and approval of the granting clause, Seconded by Councilmember Gibbons.

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

12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning pond maintenance for a pond located at 1851 Turbeville Road, Hickory Creek, Texas 75065.

Motion made by Councilmember Theodore to approve a resolution, Seconded by Councilmember Gordon.

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

13. Consider and act on acceptance of medical, dental and vision rates from Cigna; life, accidental death, short term disability and long term disability from Renaissance; first responder support from Responder Health and a supplemental benefit for an employees' household from New Benefits for employee coverage for Fiscal Year 2023-2024.

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Rodney Dryden, HUB International, provided an overview of the rates for employee benefits and answered questions from the Town Council.

Motion made by Councilmember Gordon to approve acceptance of medical, dental and vision rates from Cigna; life, accidental death, short term disability and long term disability from Renaissance; first responder support from Responder Health and a supplemental benefit for an employees' household from New Benefits for employee coverage for Fiscal Year 2023-2024, Seconded by Councilmember Theodore.

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

14. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement with Span, Inc. for transportation services.

Max Calder, Director of Operations, introduced Michelle McMahon, Executive Director, Kristine Herrera, Meals on Wheels Program Manager and Jona Coronado, Transportation Manager. Mr. Calder provided an overview to the Town Council of the services offered by Span which include providing nutrition and transportation to seniors, people with disabilities, veterans and other members of the public.

Motion made by Councilmember Theodore to approve a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement with Span, Inc. for transportation services, Seconded by Councilmember DuPree.

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

15. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, proposing a tax rate which represents the No-New-Revenue tax rate for 2023; setting a date, time and place to adopt the 2023 tax rate.

Motion made by Councilmember Theodore to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, proposing a tax rate of 0.236686 per \$100 valuation which represents the No-New-Revenue tax rate for 2023 setting a date of Wednesday, September 6, 2023 at 6:00 p.m. at Town Hall to adopt the tax rate, Seconded by Councilmember DuPree.

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

16. Discussion regarding the 2023-2024 Fiscal Year Budget.

Discussion was held regarding the 2023-2024 Fiscal Year Budget.

17. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas setting a date, time and place for a public hearing on the 2023-2024 Fiscal Year Proposed Budget; setting a date, time and place to adopt the budget.

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Motion made by Mayor Pro Tem Kenney, to approve a resolution of the Town Council of the Town of Hickory Creek, setting a date time and place for a public hearing on the 2023-2024 Fiscal Year Proposed Budget for August 28, 2023 at 6:00 p.m. at Town Hall to adopt the budget, Seconded by Councilmember Theodore.

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

18. Discussion regarding the scope and fee proposal from Halff Associates, Inc. for the Pratt Property Interpretive Trail Master Plan.

Dinah Stults, 24 Hickory Hills Boulevard, Parks and Recreation Board Member, stated the proposal seems very complex. In her opinion, engineering is not needed now for natural trails, outdoor activities and training, but could be in the future.

Discussion was held regarding the scope and fee proposal from Halff Associates, Inc. for the Pratt Property Interpretive Trail Master

19. Consider and act on allocating funds for spray foam installation in the town hall facility.

John Smith, Town Manager, provided an overview of the process to install spray foam and quotes submitted.

Motion made by Councilmember Theodore to allocated funds for spray foam installation in the Town Hall facility, utilizing the company iFoam in an amount not to exceed \$18,500.00, Seconded by Councilmember Gordon.

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

20. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 1, General Provisions, by supplementing Town Officer titles.

Motion made by Councilmember Gibbons to approve item 20 an ordinance of the Town Council amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 1, General Provisions, by supplementing Town Officer titles to also include Town Manager, Seconded by Councilmember DuPree.

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

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

Chief Dunn provided July statistics regarding the Traffic Initiative this summer in cooperation with the City of Corinth, City of Denton, City of Lake Dallas and City of Lewisville. Chief Dunn and John Smith, Town Manager, will visit schools and businesses in the coming weeks. Nine ballistic shields have been received for the department with grant funds applied for by Chief Dunn.

22. Discussion regarding status of broadband infrastructure.

Discussion was held regarding the status of broadband infrastructure.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 9:15 p.m. to discuss the following matters.

Section 551.071

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

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

Section 551.074

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

24. Town Administrator

Reconvene into Open Session

The Town Council reconvened into open session at 10:39 p.m.

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

No action taken.

Future Agenda Items

The following items were requested: street address for Pratt Property and overhead power lines.

Adjournment

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

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

Town of Hickory Creek
July 31, 2023
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The meeting did then stand adjourned at 10:43 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek
Balance Sheet
As of July 31, 2023

	<u>Jul 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	23,831.95
BOA - Drug Forfeiture	121,702.50
BOA - Drug Seizure	3,943.00
BOA - General Fund	500,423.71
BOA - Parks and Recreation	55,502.87
BOA - Payroll	250.00
BOA - Police State Training	5,188.66
Logic 2020 CO's	615,817.23
Logic Animal Shelter Facility	10,033.64
Logic Coronavirus Recovery Fund	724,561.77
Logic Harbor Ln-Sycamore Bend	84,195.84
Logic Investment Fund	10,191,711.28
Logic Turbeville Road	99,386.19
Total Checking/Savings	<u>12,436,548.64</u>
Accounts Receivable	
Municipal Court Payments	15,461.17
Total Accounts Receivable	<u>15,461.17</u>
Total Current Assets	<u>12,452,009.81</u>
TOTAL ASSETS	<u>12,452,009.81</u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
 July 2023

	Jul 23
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	4,435.87
4004 M&O Penalties & Interest	416.09
4006 Delinquent M&O	59.39
4008 I&S Debt Service	2,358.03
4010 I&S Penalties & Interest	221.43
4012 Delinquent I&S	32.25
Total Ad Valorem Tax Revenue	7,523.06
Building Department Revenue	
4102 Building Permits	158,523.42
4104 Certificate of Occupancy	2,750.00
4106 Contractor Registration	525.00
4108 Preliminary/Final Plat	3,400.00
4110 Prelim/Final Site Plan	10,800.00
Total Building Department Revenue	175,998.42
Franchise Fee Revenue	
4208 CoServ	943.35
4212 Republic Services	5,312.10
Total Franchise Fee Revenue	6,255.45
Interest Revenue	
4330 General Fund Interest	5.54
4332 Investment Interest	53,887.43
Total Interest Revenue	53,892.97
Miscellaneous Revenue	
4502 Animal Adoption & Impound	3,420.00
4506 Animal Shelter Donations	150.00
4508 Annual Park Passes	450.00
4510 Arrowhead Park Fees	16,614.00
4520 Drug Seizure	-11,084.00
4530 Other Receivables	44,960.89
4536 Point Vista Park Fees	2,343.00
4550 Sycamore Bend Fees	5,135.00
4558 Harbor Lane/Sycamore Bend	1,750.00
Total Miscellaneous Revenue	63,738.89
Municipal Court Revenue	
4602 Building Security Fund	2,303.47
4604 Citations	60,592.11
4606 Court Technology Fund	1,906.29
4608 Jury Fund	45.99
4610 Truancy Fund	2,298.96
4612 State Court Costs	31,921.72
Total Municipal Court Revenue	99,068.54
Sales Tax Revenue	
4702 Sales Tax General Fund	171,234.57
4706 Sales Tax 4B Corporation	24,462.08
4708 Sales Tax Mixed Beverage	3,539.07
4710 Hotel Occupancy Tax	2,089.65
Total Sales Tax Revenue	201,325.37
Total Income	607,802.70
Gross Profit	607,802.70
Expense	
Capital Outlay	
5012 Streets & Road Improvement	271,841.85

Town of Hickory Creek
Profit & Loss
 July 2023

	Jul 23
5026 Fleet Vehicles	4,346.03
5030 Sycamore Bend Construction	-108,356.77
Total Capital Outlay	167,831.11
Debt Service	
5110 2015 Refunding Bond Series	258,625.00
5112 2015 C.O. Series	223,200.00
5114 2020 C.O. Series	200,975.00
Total Debt Service	682,800.00
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	636.83
5208 Copier Rental	386.35
5210 Dues & Memberships	325.00
5212 EDC Tax Payment	24,463.08
5216 Volunteer/Staff Events	268.06
5218 General Communications	471.00
5222 Office Supplies & Equip.	113.73
5224 Postage	1,069.76
5226 Community Cause	1,000.00
5228 Town Council/Board Expense	1,261.03
5230 Training & Education	400.00
Total General Government	30,409.84
Municipal Court	
5312 Court Technology	78.60
5318 Merchant Fees/Credit Cards	467.69
5322 Office Supplies/Equipment	35.62
5324 State Court Costs	70,494.65
5326 Training & Education	75.00
5332 Warrants Collected	-823.32
Total Municipal Court	70,328.24
Parks and Recreation	
5408 Tanglewood Park	74.47
Total Parks and Recreation	74.47
Parks Corps of Engineer	
5432 Arrowhead	1,655.37
5434 Harbor Grove	844.95
5436 Point Vista	1,037.74
5438 Sycamore Bend	6,123.56
Total Parks Corps of Engineer	9,661.62
Personnel	
5502 Administration Wages	31,231.18
5504 Municipal Court Wages	6,398.15
5506 Police Wages	82,564.25
5507 Police Overtime Wages	1,095.36
5508 Public Works Wages	15,776.30
5509 Public Works Overtime Wage	1,318.69
5510 Health Insurance	22,011.40
5514 Payroll Expense	2,137.72
5516 Employment Exams	626.85
5520 Unemployment (TWC)	6.42
Total Personnel	163,166.32
Police Department	
5602 Auto Gas & Oil	5,547.88
5606 Auto Maintenance & Repair	6,350.45
5612 Computer Hardware/Software	13,925.07
5614 Crime Lab Analysis	769.21

Town of Hickory Creek
Profit & Loss
July 2023

	Jul 23
5626 Office Supplies/Equipment	265.93
5630 Personnel Equipment	4,542.54
5636 Uniforms	477.29
5640 Training & Education	425.00
5648 K9 Unit	51.01
Total Police Department	32,354.38
Public Works Department	
5704 Animal Control Equipment	320.00
5706 Animal Control Supplies	386.09
5708 Animal Control Vet Fees	2,715.11
5710 Auto Gas & Oil	918.22
5714 Auto Maintenance/Repair	150.38
5716 Beautification	-6,483.20
5718 Computer Hardware/Software	2,133.33
5724 Equipment Maintenance	1,812.23
5728 Equipment Supplies	367.30
5734 Communications	697.56
5742 Uniforms	623.42
5748 Landscaping Services	11,508.40
Total Public Works Department	15,148.84
Services	
5804 Attorney Fees	1,635.00
5812 Document Management	295.00
5818 Inspections	10,215.00
5822 Legal Notices/Advertising	61.00
5824 Library Services	111.80
5826 Municipal Judge	2,205.00
5838 DCCAC	3,400.00
5848 Recording Fees	368.50
Total Services	18,291.30
Special Events	
6012 Special Events	300.00
Total Special Events	300.00
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	11,907.59
5904 Electric	2,282.43
5906 Gas	105.75
5908 Street Lighting	3,888.75
5910 Telephone	2,551.61
5912 Water	1,360.63
Total Utilities & Maintenance	22,096.76
Total Expense	1,212,462.88
Net Ordinary Income	-604,660.18
Net Income	-604,660.18

Town of Hickory Creek
Budget vs. Actual Year to Date 91.63%
October 2022 through August 2023

	Oct '22 - Aug 23	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,570,719.14	1,573,408.00	99.8%
4004 M&O Penalties & Interest	7,180.63	4,500.00	159.6%
4006 Delinquent M&O	2,772.67	3,000.00	92.4%
4008 I&S Debt Service	834,755.66	836,400.00	99.8%
4010 I&S Penalties & Interest	3,384.45	2,000.00	169.2%
4012 Delinquent I&S	1,087.79	2,000.00	54.4%
Total Ad Valorem Tax Revenue	2,419,900.34	2,421,308.00	99.9%
Building Department Revenue			
4102 Building Permits	3,065,229.73	1,500,000.00	204.3%
4104 Certificate of Occupancy	34,250.00	20,000.00	171.3%
4106 Contractor Registration	8,250.00	5,500.00	150.0%
4108 Preliminary/Final Plat	11,050.00	1,700.00	650.0%
4110 Prelim/Final Site Plan	23,876.00	1,700.00	1,404.5%
4112 Health Inspections	5,060.00	10,000.00	50.6%
4122 Septic Permits	850.00	1,100.00	77.3%
4124 Sign Permits	800.00	1,000.00	80.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	4,075.00	5,000.00	81.5%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	325.00	500.00	65.0%
Total Building Department Revenue	3,153,765.73	1,546,775.00	203.9%
Franchise Fee Revenue			
4202 Atmos Energy	89,407.77	65,000.00	137.6%
4204 Charter Communications	39,857.57	36,500.00	109.2%
4206 CenturyLink	0.00	0.00	0.0%
4208 CoServ	6,070.89	4,700.00	129.2%
4210 Oncor Electric	143,313.48	142,364.00	100.7%
4212 Republic Services	52,369.61	48,000.00	109.1%
Total Franchise Fee Revenue	331,019.32	296,564.00	111.6%
Interest Revenue			
4330 General Fund Interest	23.84	25.00	95.4%
4332 Investment Interest	422,069.55	185,000.00	228.1%
Total Interest Revenue	422,093.39	185,025.00	228.1%
Interlocal Revenue			
4402 Corp Contract Current Year	26,638.24	51,000.00	52.2%
Total Interlocal Revenue	26,638.24	51,000.00	52.2%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	24,112.70	7,200.00	334.9%
4506 Animal Shelter Donations	1,445.00	1,500.00	96.3%
4508 Annual Park Passes	42,613.00	10,000.00	426.1%
4510 Arrowhead Park Fees	59,441.00	36,000.00	165.1%
4512 Beer & Wine Permit	60.00	150.00	40.0%
4516 Corp Parks Fund Reserve	0.00	53,250.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	94,905.60	0.00	100.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	958.88	1,000.00	95.9%
4530 Other Receivables	134,056.41	50,000.00	268.1%
4534 PD State Training	1,113.51	1,114.00	100.0%
4536 Point Vista Park Fees	11,955.00	10,000.00	119.6%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	21,592.00	25,000.00	86.4%
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	12,250.00	8,750.00	140.0%
4560 2020 CO Proceeds	0.00	3,000,000.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 91.63%
October 2022 through August 2023

	Oct '22 - Aug 23	Budget	% of Budget
4562 Coronavirus Local Recovery	0.00	595,240.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%
4566 Interlocal Agreements	173,700.00	188,700.00	92.1%
4568 Opiod Settlements	5,182.52	5,200.00	99.7%
Total Miscellaneous Revenue	583,385.62	3,993,104.00	14.6%
Municipal Court Revenue			
4602 Building Security Fund	14,767.19	18,023.00	81.9%
4604 Citations	441,316.52	550,000.00	80.2%
4606 Court Technology Fund	12,217.19	15,963.00	76.5%
4608 Jury Fund	289.25	200.00	144.6%
4610 Truancy Fund	14,329.05	0.00	100.0%
4612 State Court Costs	231,299.50	311,060.00	74.4%
4614 Child Safety Fee	25.00	800.00	3.1%
Total Municipal Court Revenue	714,243.70	896,046.00	79.7%
Sales Tax Revenue			
4702 Sales Tax General Fund	1,999,611.64	1,872,500.00	106.8%
4706 Sales Tax 4B Corporation	285,658.81	267,500.00	106.8%
4708 Sales Tax Mixed Beverage	30,565.09	30,000.00	101.9%
4710 Hotel Occupancy Tax	5,111.77	3,500.00	146.1%
Total Sales Tax Revenue	2,320,947.31	2,173,500.00	106.8%
Total Income	9,971,993.65	11,563,322.00	86.2%
Gross Profit	9,971,993.65	11,563,322.00	86.2%
Expense			
Capital Outlay			
5010 Street Maintenance	13,284.95	25,000.00	53.1%
5012 Streets & Road Improvement	535,169.16	700,000.00	76.5%
5022 Parks and Rec Improvements	126,171.71	500,000.00	25.2%
5024 Public Safety Improvements	408,203.81	500,000.00	81.6%
5026 Fleet Vehicles	190,571.45	215,000.00	88.6%
5030 Sycamore Bend Construction	-153,109.16	1,300,000.00	-11.8%
5032 Broadband Initiative	147,399.53	595,240.00	24.8%
Total Capital Outlay	1,267,691.45	3,835,240.00	33.1%
Debt Service			
5106 2012 Refunding Bond Series	82,119.50	81,648.00	100.6%
5110 2015 Refunding Bond Series	307,751.25	307,650.00	100.0%
5112 2015 C.O. Series	277,401.25	276,800.00	100.2%
5114 2020 C.O. Series	252,451.25	251,950.00	100.2%
Total Debt Service	919,723.25	918,048.00	100.2%
General Government			
5202 Bank Service Charges	165.00	200.00	82.5%
5204 Books & Subscriptions	207.00	300.00	69.0%
5206 Computer Hardware/Software	106,321.98	150,000.00	70.9%
5208 Copier Rental	3,218.01	4,200.00	76.6%
5210 Dues & Memberships	3,345.25	3,000.00	111.5%
5212 EDC Tax Payment	285,668.81	267,500.00	106.8%
5214 Election Expenses	14,908.19	15,000.00	99.4%
5216 Volunteer/Staff Events	7,960.91	10,500.00	75.8%
5218 General Communications	26,154.30	32,000.00	81.7%
5222 Office Supplies & Equip.	1,662.16	4,000.00	41.6%
5224 Postage	7,725.58	5,800.00	133.2%
5226 Community Cause	6,230.66	3,000.00	207.7%
5228 Town Council/Board Expense	6,414.54	11,000.00	58.3%
5230 Training & Education	769.15	1,500.00	51.3%
5232 Travel Expense	1,460.17	3,000.00	48.7%
5234 Staff Uniforms	794.09	800.00	99.3%
5236 Transfer to Reserve	0.00	891,364.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 91.63%
October 2022 through August 2023

	Oct '22 - Aug 23	Budget	% of Budget
Total General Government	473,005.80	1,403,164.00	33.7%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	39.96	18,023.00	0.2%
5312 Court Technology	13,603.48	15,963.00	85.2%
5314 Dues & Memberships	55.00	150.00	36.7%
5318 Merchant Fees/Credit Cards	2,893.64	0.00	100.0%
5322 Office Supplies/Equipment	786.70	750.00	104.9%
5324 State Court Costs	266,468.73	311,060.00	85.7%
5326 Training & Education	525.00	100.00	525.0%
5328 Travel Expense	47.16	500.00	9.4%
5332 Warrants Collected	2,091.94	0.00	100.0%
Total Municipal Court	286,511.61	346,621.00	82.7%
Parks and Recreation			
5402 Events	0.00	2,000.00	0.0%
5408 Tanglewood Park	3,893.15	5,000.00	77.9%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	228.13	500.00	45.6%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	4,321.28	8,000.00	54.0%
Parks Corps of Engineer			
5432 Arrowhead	114,656.78	100,000.00	114.7%
5434 Harbor Grove	2,673.78	5,000.00	53.5%
5436 Point Vista	6,342.91	7,500.00	84.6%
5438 Sycamore Bend	21,795.31	21,750.00	100.2%
Total Parks Corps of Engineer	145,468.78	134,250.00	108.4%
Personnel			
5502 Administration Wages	371,795.78	413,630.00	89.9%
5504 Municipal Court Wages	69,468.11	84,358.00	82.3%
5506 Police Wages	915,926.17	1,109,152.00	82.6%
5507 Police Overtime Wages	32,346.38	25,000.00	129.4%
5508 Public Works Wages	228,086.86	273,860.00	83.3%
5509 Public Works Overtime Wage	6,881.10	4,500.00	152.9%
5510 Health Insurance	237,065.76	291,696.00	81.3%
5512 Longevity	14,265.00	14,300.00	99.8%
5514 Payroll Expense	24,590.76	22,000.00	111.8%
5516 Employment Exams	2,530.76	2,500.00	101.2%
5518 Retirement (TMRS)	259,019.06	279,462.00	92.7%
5520 Unemployment (TWC)	270.08	2,500.00	10.8%
5522 Workman's Compensation	40,155.14	38,766.00	103.6%
Total Personnel	2,202,400.96	2,561,724.00	86.0%
Police Department			
5602 Auto Gas & Oil	40,999.12	35,000.00	117.1%
5606 Auto Maintenance & Repair	42,467.73	25,000.00	169.9%
5610 Books & Subscriptions	202.00	750.00	26.9%
5612 Computer Hardware/Software	61,870.34	45,000.00	137.5%
5614 Crime Lab Analysis	6,399.74	3,500.00	182.8%
5616 Drug Forfeiture	35.00	0.00	100.0%
5618 Dues & Memberships	190.00	500.00	38.0%
5626 Office Supplies/Equipment	2,470.14	1,800.00	137.2%
5630 Personnel Equipment	52,664.54	50,000.00	105.3%
5634 Travel Expense	406.76	2,500.00	16.3%
5636 Uniforms	15,542.52	10,000.00	155.4%
5640 Training & Education	4,869.62	8,500.00	57.3%
5644 Citizens on Patrol	0.00	250.00	0.0%
5646 Community Outreach	619.92	2,000.00	31.0%
5648 K9 Unit	11,826.74	14,500.00	81.6%
5650 Task Force Forfeiture	0.00	10,000.00	0.0%
Total Police Department	240,564.17	209,300.00	114.9%

Town of Hickory Creek
Budget vs. Actual Year to Date 91.63%
October 2022 through August 2023

	Oct '22 - Aug 23	Budget	% of Budget
Public Works Department			
5702 Animal Control Donation	0.00	1,500.00	0.0%
5704 Animal Control Equipment	208.04	2,000.00	10.4%
5706 Animal Control Supplies	5,396.26	4,500.00	119.9%
5708 Animal Control Vet Fees	19,331.61	15,000.00	128.9%
5710 Auto Gas & Oil	15,328.14	20,000.00	76.6%
5714 Auto Maintenance/Repair	14,695.28	10,000.00	147.0%
5716 Beautification	-2,471.87	145,000.00	-1.7%
5718 Computer Hardware/Software	8,003.58	1,000.00	800.4%
5720 Dues & Memberships	100.00	350.00	28.6%
5722 Equipment	0.00	5,000.00	0.0%
5724 Equipment Maintenance	7,138.32	6,000.00	119.0%
5726 Equipment Rental	330.00	1,500.00	22.0%
5728 Equipment Supplies	4,459.97	5,000.00	89.2%
5732 Office Supplies/Equipment	871.59	500.00	174.3%
5734 Communications	3,637.37	3,800.00	95.7%
5738 Training	744.15	800.00	93.0%
5740 Travel Expense	2,266.10	3,000.00	75.5%
5742 Uniforms	3,137.43	2,500.00	125.5%
5748 Landscaping Services	64,306.46	90,000.00	71.5%
Total Public Works Department	147,482.43	317,450.00	46.5%
Services			
5802 Appraisal District	10,413.78	14,000.00	74.4%
5804 Attorney Fees	35,256.10	60,000.00	58.8%
5806 Audit	15,000.00	15,000.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	1,530.00	750.00	204.0%
5814 Engineering	164,404.27	175,000.00	93.9%
5816 General Insurance	43,717.80	43,718.00	100.0%
5818 Inspections	79,375.00	75,000.00	105.8%
5820 Fire Service	970,692.00	970,692.00	100.0%
5822 Legal Notices/Advertising	3,920.90	3,500.00	112.0%
5824 Library Services	1,040.80	850.00	122.4%
5826 Municipal Judge	12,561.00	13,800.00	91.0%
5828 Printing	2,846.66	2,500.00	113.9%
5830 Tax Collection	2,851.00	3,000.00	95.0%
5832 Computer Technical Support	42,081.20	42,082.00	100.0%
5838 DCCAC	3,400.00	3,400.00	100.0%
5840 Denton County Dispatch	0.00	29,383.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	200.00	0.0%
5848 Recording Fees	882.00	500.00	176.4%
Total Services	1,389,972.51	1,455,575.00	95.5%
Special Events			
6012 Special Events	8,524.36	30,000.00	28.4%
Total Special Events	8,524.36	30,000.00	28.4%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	128,432.48	225,000.00	57.1%
5904 Electric	24,034.06	27,000.00	89.0%
5906 Gas	2,343.58	1,950.00	120.2%
5908 Street Lighting	34,682.15	40,000.00	86.7%
5910 Telephone	33,981.07	35,000.00	97.1%
5912 Water	16,200.30	15,000.00	108.0%
Total Utilities & Maintenance	239,673.64	343,950.00	69.7%
Total Expense	7,325,340.24	11,563,322.00	63.3%
Net Ordinary Income	2,646,653.41	0.00	100.0%
Net Income	2,646,653.41	0.00	100.0%

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

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Check	07/11/2023	Wire	Quick Set Concrete, Inc.	271,841.85
	Total 5012 Streets & Road Improvement			271,841.85
5026 Fleet Vehicles				
Check	07/20/2023	Debit	Enterprise Fleet Management	4,346.03
	Total 5026 Fleet Vehicles			4,346.03
5030 Sycamore Bend Construction				
Deposit	07/11/2023		Deposit	-108,356.77
	Total 5030 Sycamore Bend Construction			-108,356.77
	Total Capital Outlay			167,831.11
Debt Service				
5110 2015 Refunding Bond Series				
Check	07/11/2023	Wire	US Bank	258,625.00
	Total 5110 2015 Refunding Bond Series			258,625.00
5112 2015 C.O. Series				
Check	07/11/2023	Wire	US Bank	223,200.00
	Total 5112 2015 C.O. Series			223,200.00
5114 2020 C.O. Series				
Check	07/11/2023	Wire	US Bank	200,975.00
	Total 5114 2020 C.O. Series			200,975.00
	Total Debt Service			682,800.00
General Government				
5212 EDC Tax Payment				
Check	07/18/2023		Hickory Creek Economic Development	24,462.08
	Total 5212 EDC Tax Payment			24,462.08
5226 Community Cause				
Check	07/03/2023	Debit	Lake Cities Chamber	1,000.00
	Total 5226 Community Cause			1,000.00
	Total General Government			25,462.08
Municipal Court				
5324 State Court Costs				
Check	07/26/2023		State Comptroller	70,494.65
	Total 5324 State Court Costs			70,494.65
	Total Municipal Court			70,494.65
Parks Corps of Engineer				
5438 Sycamore Bend				
Check	07/03/2023	Debit	Affordable Openers	5,004.91
	Total 5438 Sycamore Bend			5,004.91
	Total Parks Corps of Engineer			5,004.91
Personnel				
5510 Health Insurance				
Check	07/13/2023	Debit	Renaissance Life & Health Insurance	1,916.72
Check	07/13/2023	Debit	TML Health Benefits Pool	19,949.56

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

Type	Date	Num	Name	Amount
Total 5510 Health Insurance				21,866.28
Total Personnel				21,866.28
Police Department				
5602 Auto Gas & Oil				
Check	07/27/2023	Debit	WEX Bank	5,360.01
Total 5602 Auto Gas & Oil				5,360.01
5606 Auto Maintenance & Repair				
Bill	07/05/2023	R.O.# ...	Christian Brothers Automotive	1,483.83
Bill	07/25/2023	R.O.# ...	Christian Brothers Automotive	1,517.61
Bill	07/25/2023	R.O.# ...	Christian Brothers Automotive	1,020.33
Total 5606 Auto Maintenance & Repair				4,021.77
5612 Computer Hardware/Software				
Bill	07/27/2023	Invoice...	Flock Safety	12,500.00
Total 5612 Computer Hardware/Software				12,500.00
5630 Personnel Equipment				
Bill	07/11/2023	Invoice...	Command Communications	1,675.00
Bill	07/25/2023	Invoice...	GT Distributors	1,799.04
Total 5630 Personnel Equipment				3,474.04
Total Police Department				25,355.82
Public Works Department				
5716 Beautification				
Deposit	07/12/2023		Deposit	-6,768.00
Total 5716 Beautification				-6,768.00
5718 Computer Hardware/Software				
Bill	07/03/2023	Invoice...	Tyler Technologies	2,133.33
Total 5718 Computer Hardware/Software				2,133.33
5724 Equipment Maintenance				
Bill	07/11/2023	Invoice...	Pro Tire	1,211.50
Total 5724 Equipment Maintenance				1,211.50
5748 Landscaping Services				
Bill	07/11/2023	Invoice...	D & D Commercial Landscape Management	11,508.40
Total 5748 Landscaping Services				11,508.40
Total Public Works Department				8,085.23
Services				
5818 Inspections				
Bill	07/03/2023	Invoice...	Build by I-Codes	6,650.00
Bill	07/11/2023	Invoice...	Finney Code Consultants, LLC	3,165.00
Total 5818 Inspections				9,815.00
5826 Municipal Judge				
Check	07/03/2023		The Law Office of Cynthia Burkett	1,050.00
Check	07/31/2023		The Law Office of Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				2,100.00
5838 DCCAC				
Check	07/05/2023	4894	Children's Advocacy Center for North TX	3,400.00
Total 5838 DCCAC				3,400.00
Total Services				15,315.00

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

Type	Date	Num	Name	Amount
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Bill	07/27/2023	Invoice...	Martin Mechanical Heating & Air Condition	7,556.87
	Total 5902 Bldg Maintenance/Supplies			7,556.87
5904 Electric				
Check	07/25/2023	Debit	Hudson Energy Services, LLC	2,282.43
	Total 5904 Electric			2,282.43
5908 Street Lighting				
Check	07/25/2023	Debit	Hudson Energy Services, LLC	3,711.94
	Total 5908 Street Lighting			3,711.94
5910 Telephone				
Check	07/31/2023	Debit	Lumen-CenturyLink	1,325.33
	Total 5910 Telephone			1,325.33
	Total Utilities & Maintenance			14,876.57
	Total Expense			1,037,091.65
	Net Ordinary Income			-1,037,091.65
	Net Income			-1,037,091.65



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: 07/01/2023 - 07/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2985%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 34 DAYS AND THE NET ASSET VALUE FOR 7/31/23 WAS 0.999870.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			884,510.55
07/11/2023	WIRE WITHDRAWAL	6153622	271,841.85 -	612,668.70
07/31/2023	MONTHLY POSTING	9999888	3,148.53	615,817.23
	ENDING BALANCE			615,817.23

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	884,510.55
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	271,841.85
TOTAL INTEREST	3,148.53
ENDING BALANCE	615,817.23
AVERAGE BALANCE	700,359.62

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	1,294,309.82	31,903.33

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 07/01/2023 - 07/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2985%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 34 DAYS AND THE NET ASSET VALUE FOR 7/31/23 WAS 0.999870.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,988.71
07/31/2023	MONTHLY POSTING	9999888	44.93	10,033.64
	ENDING BALANCE			10,033.64

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,988.71
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	44.93
ENDING BALANCE	10,033.64
AVERAGE BALANCE	9,988.71

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	285.46





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: 07/01/2023 - 07/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2985%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 34 DAYS AND THE NET ASSET VALUE FOR 7/31/23 WAS 0.999870.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			721,316.66
07/31/2023	MONTHLY POSTING	9999888	3,245.11	724,561.77
	ENDING BALANCE			724,561.77

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	721,316.66
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3,245.11
ENDING BALANCE	724,561.77
AVERAGE BALANCE	721,316.66

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	146,404.53	20,904.55

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 07/01/2023 - 07/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2985%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 34 DAYS AND THE NET ASSET VALUE FOR 7/31/23 WAS 0.999870.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			83,818.75
07/31/2023	MONTHLY POSTING	9999888	377.09	84,195.84
	ENDING BALANCE			84,195.84

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	83,818.75
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	377.09
ENDING BALANCE	84,195.84
AVERAGE BALANCE	83,818.75

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	2,395.33





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 07/01/2023 - 07/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2985%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 34 DAYS AND THE NET ASSET VALUE FOR 7/31/23 WAS 0.999870.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,827,884.63
07/11/2023	WIRE WITHDRAWAL	6153643	223,200.00 -	10,604,684.63
07/11/2023	WIRE WITHDRAWAL	6153644	258,625.00 -	10,346,059.63
07/11/2023	WIRE WITHDRAWAL	6153645	200,975.00 -	10,145,084.63
07/31/2023	MONTHLY POSTING	9999888	46,626.65	10,191,711.28
	ENDING BALANCE			10,191,711.28

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,827,884.63
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	682,800.00
TOTAL INTEREST	46,626.65
ENDING BALANCE	10,191,711.28
AVERAGE BALANCE	10,365,342.69

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	3,686,000.00	1,110,600.00	278,379.01

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 07/01/2023 - 07/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2985%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 34 DAYS AND THE NET ASSET VALUE FOR 7/31/23 WAS 0.999870.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			98,941.07
07/31/2023	MONTHLY POSTING	9999888	445.12	99,386.19
	ENDING BALANCE			99,386.19

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	98,941.07
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	445.12
ENDING BALANCE	99,386.19
AVERAGE BALANCE	98,941.07

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	2,827.42

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



**TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2023-08-**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HICKORY CREEK, TEXAS, CHAPTER 3: BUILDING REGULATIONS, BY AMENDING ARTICLE 3.12: SOLAR PANEL STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town of Hickory Creek, Texas is a general law municipality empowered under the Texas Local Government Code, Section 51.012, to adopt an ordinance necessary for the government, interest, welfare, or good order of the Town; and

WHEREAS, the Town Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the Town and is necessary for the government, interest, welfare, and good order of the Town as well as the public health, safety, morals and general welfare of the Town.

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

**SECTION 1
INCORPORATION CLAUSE**

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

**SECTION 2
FINDINGS**

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

**SECTION 3
AMENDMENTS**

3.01 That the Code of Ordinances, Town of Hickory Creek, Texas, Chapter 3: Building Regulations, Article 3.12: Solar Panel Standards, Section (2) Location and design requirements, subsection (E) is hereby amended to read as follows:

"(E) The Town designates the following areas permitted for Solar Panel System installation:

- (1) Roof mounted solar panel systems shall not extend past the roofline and shall be parallel to the roofline.
- (2) Solar panel systems shall be located no closer than 16” from the edge of any roofline, ridge or valley, and shall cover no more than 80 percent of the roof surface area."

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

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5 **SEVERABILITY CLAUSE**

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

SECTION 6 **SAVINGS CLAUSE**

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

SECTION 7 **ENGROSSMENT AND ENROLLMENT CLAUSE**

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

SECTION 8
EFFECTIVE DATE CLAUSE

That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from the date of passage.

IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 28th day of August, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2023-08-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HICKORY CREEK, TEXAS, CHAPTER 10, SUBDIVISION REGULATIONS, BY ADOPTING REQUIREMENT FOR UNDERGROUND ELECTRIC SUPPLY LINE INSTALLATION; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town of Hickory Creek, Texas is a general law municipality empowered under the Texas Local Government Code, Sections 51.001 and 212.002, to adopt an ordinance or rule that is for the good government of the Town, and related to subdivision of property within the Town; and

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

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENTS

3.01 That the Code of Ordinances, Town of Hickory Creek, Texas, Chapter 10: Subdivision Regulations, Article 10.04: Engineering Design Manual, Article IX: Standard Specifications and Construction Details, Section 9 is hereby amended, and shall read:

“SECTION 9 – Underground Utilities Required

9.001 AUTHORITY.

This section is adopted under the authority of the Constitution and laws of the State of Texas, including but not limited to the general police powers conferred on the city and Tex. Loc. Gov't Code § 212.002.

9.002 PURPOSE.

The purpose of this section of the Code is to require builders and owners, when developing any tract of land which is subdivided into four or more lots after August 28, 2023, or when developing or re-developing any property to place all utilities underground.

9.003 VARIANCES.

All requests for variances must be submitted in writing to the Town Council. The Town Council may authorize a variance from these regulations when in its opinion, undue hardship will result from requiring strict compliance, or when existing affected transmission lines make compliance impracticable.

9.004 UTILITY LINE PLACEMENT.

When any new development takes place on any property within the town which either: (a) has been subdivided into four or more lots after August 28, 2023; or (b) is being developed or re-developed; the owner or developer of any such lot shall refrain from constructing poles and installing overhead wires and associated structures, and, instead shall place all utility lines underground in accordance with sound engineering practices and in conformance with all uniform building Codes adopted by the town. For the purposes of this section a property shall be considered being developed or re-developed upon the filing of a development application.

9.005 INTERVENING PROPERTY OR INTERVENING RIGHT-OF-WAY.

Whenever it shall be necessary for an owner or developer of property to obtain an extension of existing utility lines across any intervening property not described in § 9.004, or any intervening right-of-way in order that such utility lines extend to the owner or developer's property, the requirements of § 9.004 shall apply to the placement of utility lines utility lines across such intervening property or intervening right-of-way.

9.006 RESPONSIBILITY FOR PAYMENT OF INSTALLATION COSTS.

All expenses for installation of utilities and for construction costs related to placing utility lines underground shall be borne by the developer of the property to which such utility lines are extended.”

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

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5
SEVERABILITY CLAUSE

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

SECTION 6
SAVINGS CLAUSE

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

SECTION 7
ENGROSSMENT AND ENROLLMENT CLAUSE

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

SECTION 8
EFFECTIVE DATE CLAUSE

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 28th day of August, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0828-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND THE CITY OF CORINTH, TEXAS CONCERNING ANIMAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement with the City of Corinth, Texas (hereinafter the "Agreement") for animal shelter services according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 28th of August, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS § INTERLOCAL COOPERATION AGREEMENT
 § FOR ANIMAL SHELTER SERVICES
COUNTY OF DENTON §

This Interlocal Cooperation Agreement for Animal Shelter Services (“Agreement”) is entered as of the Effective Date by and between the Town of Hickory Creek (“Hickory Creek”), a Texas, a Texas general law municipality, and the City of Corinth (“Corinth”), a Texas home rule municipality. Hickory Creek and Corinth are referred to hereafter collectively as “Parties” and separately as a “Party.”

RECITALS

WHEREAS, as a service provided for the protection of the health and safety of the residents of Hickory Creek, Hickory Creek is engaged in the services of holding and disposing of stray dogs and cats; and

WHEREAS, Hickory Creek is the owner of certain facilities and equipment located at 970 Main Street, Hickory Creek, Texas (the “Shelter”) designed for the holding and disposition of dogs and cats and has in its employ trained personnel whose duties are related to the use and operation of the Shelter; and

WHEREAS, Corinth desires to obtain from Hickory Creek impoundment and disposition services for dogs and cats for the benefit of the citizens of Corinth and those others whom Corinth provides animal control services as more fully hereafter described; and

WHEREAS the Parties mutually desire this Agreement to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act and contract pursuant thereto; and

WHEREAS, Hickory Creek and Corinth individually have the authority to perform the services described in this Agreement in accordance with Texas Government Code §791.011 (c);

NOW, THEREFORE, for the mutual consideration hereinafter stated, Corinth and Hickory Creek agree as follows:

AGREEMENT

1. Term; Early Termination.

a. Term. The initial term of this Agreement shall begin on October 1, 2022, and end on September 30, 2023. The term of this Agreement shall be extended for periods of one (1) year each beginning on October 1st thereafter until terminated in accordance with this Agreement.

b. No-Fault Termination. In addition to such other means of termination set forth in this Agreement, either Party may terminate this Agreement at any time without cause by delivering written notice of termination not later than ninety (90) prior to the date of termination set forth in the notice.

c. Termination on Default. A Party (the “Non-Defaulting Party”) may immediately or on a date certain terminate this Agreement by providing written notice of termination to the other Party (the “Defaulting Party”) if (1) the Non-Defaulting Party provides written notice to the Defaulting Party detailing the nature of the Defaulting Party’s non-compliance with the provisions of this Agreement (“Default Notice”) and (2) the Defaulting Party fails to correct such non-compliance on or before the thirtieth (30th) day after receipt of the Default Notice.

d. Survival of Payment Obligations. Corinth’s obligations to pay Hickory Creek for services provided to Corinth in accordance with this Agreement and any remedies afforded to Hickory Creek in the event of non-payment shall survive the termination of this Agreement.

2. Holding of Dogs and Cats; Fees. Hickory Creek agrees to accept and hold at the Shelter dogs and cats (collectively hereafter “Animal” or “Animals”) lawfully impounded by authorized representatives of Corinth under the following terms and conditions:

a. Holding Period; Disposition of Animals. Hickory Creek agrees to hold Animals for the Standard Holding Period. For purposes of this Agreement, the “Standard Holding Period” shall commence on the day the Animal arrives at the Shelter (the “Intake Day”) and end 72 hours thereafter. If the Animal is not reclaimed within the Standard Holding Period, title to the Animal shall revert to Hickory Creek. Subject to applicable state law, an Animal may be placed for adoption or humanely destroyed by Hickory Creek at the discretion of the Shelter staff after the Standard Holding Period has concluded for the Animal.

b. Holding of Quarantine Animals. Hickory Creek agrees to accept and hold rabid suspects in quarantine for Corinth when conditions permit, and such action is authorized by a representative of Corinth.

c. Head Shipments and Rabies Testing. Hickory Creek agrees to provide for the removal and shipment of heads of rabid suspects for clinical rabies testing at the Texas Department of Health upon the request of the Animal’s owner and prepayment of all associated costs.

d. Fee. Corinth agrees to pay to Hickory Creek an annual payment of ONE HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED DOLLARS (\$123,700.00) annually on November 1st for the duration of the Term (the “Annual Fee”). Corinth agrees Hickory Creek may assess, collect, and retain sums identified within the Hickory Creek Master Fee Schedule, as may be amended from time to time by Hickory Creek in its sole discretion, and which is hereby incorporated by reference for all purposes (the “Master Fee Schedule”) from owners of Animals without offset or credit against the Fee.

3. Shelter Responsibilities. Hickory Creek agrees to provide Corinth with full access to the Animal Control Center during the Animal Control Center’s regular hours for the impoundment and release of animals as necessary and to conduct any other duties as deemed necessary that are within the scope of this Agreement.

4. **Suspension of Service.** Hickory Creek shall have the right, without notice, to suspend the provision of services pursuant to this Agreement if any amount remains past due more than sixty (60) days after the receipt of invoice by Corinth for such amounts. Hickory Creek will resume the provision of the services under this Agreement on the first business day after receipt of the past due amount plus all accrued interest.

5. **Collection of Owner Fees.** Hickory Creek shall have the authority to collect holding, quarantine, rabies test, impoundment, adoption, surrender, and quarantine fees from the owners of animals received from Corinth at the same rate as charged to residents of Hickory Creek. The fees for impoundment, adoption, surrender, and quarantine will be set by Hickory Creek at the sole discretion of Hickory Creek. As of the Effective Date, the fees established by Hickory Creek are set forth in the Master Fee Schedule, attached hereto and incorporated herein by reference.

6. **Party Responsibility.**

a. Hickory Creek. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Hickory Creek under Texas or Federal law, or any other defenses Hickory Creek can assert under Texas or Federal law, Hickory Creek agrees to and accepts full responsibility for the negligent acts and/or omissions of all Hickory Creek officers, employees and agents in performance of this Agreement.

b. Corinth. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Corinth under Texas or Federal law, or any other defenses Corinth is able to assert under Texas or Federal law, Corinth agrees to and accepts full responsibility for the negligent acts and/or omissions of all Corinth officers, employees and agents in performance of this Agreement.

c. Joint Responsibility. If a claim or liability shall arise from the joint or concurring negligence of both Parties, it shall be borne by the Parties comparatively in accordance with the laws of the State of Texas.

d. No Waiver of Immunity. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

7. **Miscellaneous.**

a. Payment from Current Revenues. Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

b. Notices. Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Hickory Creek:
Town of Hickory Creek, Texas
Hickory Creek, Texas 75065
Attn: Town Manager

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

To Corinth:
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Attn: City Manager

With Copy to:
Patricia Adams
Messer, Rockefeller, & Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75201

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

c. Governing Law, Venue. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.

d. Responsibility. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or acts or omissions in the course of performance of this Agreement.

e. Relationship. It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

f. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

g. Exhibits; Recitals. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

h. Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

i. Headings; "Includes." The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

j. Severability. The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

k. Assignment. No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.

l. Force Majeure. No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

n. Authorized Signatories. The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

o. Effective Date. This Agreement shall be effective on the date when it has been signed by the authorized representatives of all the Parties ("the Effective Date").

p. Advisory Board. Each Party to this Agreement, and each municipality who receives contracted animal control services from either Party, may participate on the Hickory Creek Animal Advisory Board at the rate of one board member per municipality.

(Signatures on Following Pages)

SIGNED AND AGREED this _____ day of _____, 2023.

CITY OF CORINTH, TEXAS

BY: _____
BILL HEIDEMANN, MAYOR

BY: _____
SCOTT CAMPBELL, CITY MANAGER

ATTEST:

BY: _____
LANA WYLIE, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

BY: _____
PATRICIA ADAMS, CITY ATTORNEY

SIGNED AND AGREED this 28th day of August, 2023.

TOWN OF HICKORY CREEK, TEXAS

BY: _____
LYNN C. CLARK, MAYOR

BY: _____
JOHN SMITH, TOWN MANAGER

ATTEST:

BY: _____
KRISTI ROGERS, TOWN SECRETARY

APPROVED AS TO LEGAL FORM:

BY: _____
DORWIN L. SARGENT, III, TOWN ATTORNEY

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0828-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND THE TOWN OF SHADY SHORES CONCERNING PUBLIC WORKS SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement with the Town of Shady Shores (hereinafter the "Agreement") for certain public works services according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 28th day of August, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

PUBLIC WORKS AGREEMENT BY AND BETWEEN THE TOWN OF SHADY SHORES AND THE TOWN OF HICKORY CREEK, TEXAS

This Interlocal Agreement ("the Agreement") is made and entered into by and between the TOWN OF SHADY SHORES, (hereinafter referred to as "SHADY SHORES") and the TOWN OF HICKORY CREEK (hereinafter referred to as "HICKORY CREEK") municipal corporations, each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials.

WHEREAS, this Agreement is authorized by Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code, authorizes local governments to participate in cooperative purchasing programs with other local governments, to purchase goods or services off contracts existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, SHADY SHORES and HICKORY CREEK wish to enter into this Agreement to set forth the terms and conditions upon which HICKORY CREEK agrees to provide public services described herein to SHADY SHORES for compensation and under the terms set forth below; and

WHEREAS, participation in this Agreement will be beneficial to the taxpayers of SHADY SHORES and HICKORY CREEK through the efficient use of labor, equipment and materials provided by HICKORY CREEK in return for the compensation paid by SHADY SHORES; and

WHEREAS, SHADY SHORES has current funds available to satisfy any fees owed pursuant to this Agreement.

NOW THEREFORE, SHADY SHORES and HICKORY CREEK, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. This Agreement shall be effective upon execution by both parties. This agreement shall be in full force and effect until terminated by either party upon thirty (30) days written notice to the other party.

2. SHADY SHORES agrees to pay the sum of Fifty Two Thousand Five Hundred dollars (\$52,500.00) to HICKORY CREEK per fiscal year, and pro rata for any portion thereof, for the Services described below. This Agreement will be reviewed by the two parties after six months to determine any changes or additions as needed.

3. The Services to be provided by Hickory Creek are as follows:

- a. Includes all equipment, fuel and staffing unless project is out of the ordinary. Does not include materials.
- b. Includes flat work inspection on driveways.
- c. Includes inspections for Pavlov work. (ROW)
- d. Includes newly constructed road inspections.
- e. SWPPP inspections

Additional services to be provided and are included in the yearly fee:

- Placing barricades and road closure signs
- Pothole patching and minor street repairs
- Clear and repair damaged or blocked culverts
- Coordinate with 811 for the utility line locations when preparing a job site
- Maintain street sign inventory and coordinate with town staff to keep adequate supply on hand
- Report street light outages to town staff
- Maintain and program school warning signs
- Replace broken or lost street signs including installation and or repair
- Trim trees and brush in right of ways or as otherwise directed
- Coordinate with the US Army Corps of Engineers to perform necessary work on COE property
- Perform set up and cleanup tasks at job site

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties;

5. This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Notice as required by this Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

SHADY SHORES

Town of Shady Shores
Attn: Mayor
101 S. Shady Shores Rd.
Shady Shores, TX 76208
Telephone: (940) 498-0044

HICKORY CREEK

Town of Hickory Creek
Attn: Town Manager
1075 Ronald Reagan Ave.
Hickory Creek, TX 75065

The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

7. This Agreement shall be governed by the laws of the State of Texas and any action relating to this Agreement shall be filed in district court in Denton County, Texas Exclusive venue.

8. Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of , damage to, or loss of use to any property arising out of or in connection with this Agreement.

SHADY SHORES AND HICKORY CREEK agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to SHADY SHORES or HICKORY CREEK under Texas law and without waiving any defenses of SHADY SHORES or HICKORY CREEK under Texas law. The provisions of this section are solely for the benefit of SHADY SHORES and HICKORY CREEK and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9. This Agreement (with any referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by both parties.

IN WINESS WHEREOF, this Agreement is effective the 1st day of October 2023, in duplicate originals.

**APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES,
TEXAS:**

BY:

Cindy Aughinbaugh, Mayor

Date

Wendy Withers, Town Administrator

Date

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

Date

TOWN OF HICKORY CREEK, TEXAS

BY:

Lynn C. Clark, Mayor

Date

John M. Smith, Jr., Town Manager

Date

ATTEST:

Kristi Rogers, Town Secretary

Date

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney

Date

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0828-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND THE UNIVERSITY OF NORTH TEXAS CONCERNING USE OF A TELESCOPE AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 28th day of August, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

University of North Texas
Equipment Use Agreement OTHR-20230405-001

This Equipment Use Agreement (“**Agreement**”) is effective on July 31, 2023 (“**Effective Date**”), between the University of North Texas, located at 1155 Union Circle #305250, Denton, Texas 76203-5017 (“**UNT**”), and Town of Hickory Creek, located at 1075 Ronald Reagan Avenue, Texas 75065 (“**USER**”), regarding the use of UNT equipment (“**Equipment**”). UNT and USER agree as follows:

1. **Description of Availability for Use.** UNT will provide USER with Equipment described in the *UNT Equipment Description and Rates*, which is made a part of, and incorporated as Attachment A to this Agreement. Equipment will be housed in Sycamore Bend Road, Hickory Creek, Texas 75065 (“**Observatory**”). USER will display UNT’s branding with reference to UNT Rafees Urban Astronomy Center above the entrance to the Observatory and inside it. UNT will work with USER to select space appropriate branding for the Observatory that complies with UNT’s University Brand Strategy and Communications guidelines. USER may use the Equipment during the times and on the conditions set forth in the Attachment A. UNT reserves the right to modify the Attachment A on thirty (30) days’ notice.
2. **Fees.** The fees are set forth in the Attachment A. UNT will invoice USER for payment. All invoices are payable thirty (30) days from receipt of invoice. Payments shall be sent to: College of Science, University of North Texas, 1155 Union Circle #311365, Denton, Texas 76203-5017.
3. **Persons Authorized by USER to Use Equipment.** USER acknowledges use of UNT Equipment may require specialized training, skills, or knowledge and certifies and agrees any of USER’s authorized personnel shall have the requisite experience to properly use Equipment.
4. **Access to the Equipment.**
 - a. UNT will have the right to inspect and monitor the Equipment to ensure its proper use, maintenance, and condition provided that UNT will give USER a prior written notice, stating the date, time and purpose of upcoming inspection.
 - b. UNT will have the right to access the Observatory in order to host events up to 2 times a year. UNT will give the USER prior written notice at least 30 days before intended event date, stating the date, time and nature of the upcoming event. UNT will take the lead on organizing the event but will keep USER informed of the event details.
5. **Termination.** The term of this Agreement is a period of five (5) years with the exceptions that:

- a. Either party shall have the right to terminate this Agreement on thirty (30) days written notice to the other; or
 - b. UNT shall have the right to immediately terminate this Agreement and suspend USER's use of Equipment in the event that:
 - i. USER's account is more than thirty (30) days past due; or
 - ii. USER fails to comply with any of the conditions or rules contained in the applicable Laboratory Safety Manual or fails to follow all rules and directions from UNT personnel regarding use of Equipment. Such determination shall be in UNT's sole discretion.
6. **Care and Maintenance of Equipment.** USER agrees that in the event USER damages any Equipment, USER will bear the sole financial responsibility for such damage, but only to the extent not prohibited by law.
7. **Indemnification.** To the extent permitted by law, USER shall also release, indemnify, defend, and hold harmless UNT on demand for, from and against any and all losses, liabilities, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees) arising out of USER's use of UNT Equipment, including but not limited to, claims relating to products liability, property damage, personal injury, negligence, or death.
8. **Personal Property.** USER, not UNT, is responsible for loss, theft of, or damage to any USER personal property or for any injury to its authorized personnel while located within UNT facilities or on UNT property.
9. **Limitation on Warranties.** UNT hereby expressly disclaims and excludes all Equipment warranties. UNT does not guarantee the accuracy of any results USER may obtain from using Equipment.
10. **Limitation on Liability.** UNT shall not under any circumstances be liable to USER or any other party for:
 - a. personal injury or property damage (except to the extent of the intentional, willful or wanton acts of UNT); or
 - b. lost profits, work stoppage, lost data, computer hardware or software damage, failure or malfunction, or any other special, indirect, or consequential damages of any kind.
11. **Compliance with Laws.** USER and their authorized personnel shall not use Equipment in any manner contrary to the laws and regulations of the United States of America or any agency thereof, including but not limited to U.S. Department of Commerce Export Administration Regulations, the U.S. Department of State International Traffic in Arms Regulations, and the U.S. Department of Defense Industrial Security Manual for Safeguarding Classified Information.
12. **General Provisions.**

- a. Assignment. USER may not assign any rights or obligation of this Agreement without the prior written consent of UNT. In the event of any assignment, USER shall remain responsible for its performance and that of any assignee under this Agreement. This Agreement shall be binding upon USER, and its successors and assignees, if any. Any assignment attempted in violation of this Agreement shall be void at the sole option of UNT.
- b. Force Majeure. UNT shall not be responsible for any delays or failure to provide access to the Equipment due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes of any kind beyond the control of UNT.
- c. Governing Law. This Agreement shall be governed by the laws of the State of Texas.
- d. Entire Agreement. This Agreement (including all attached or referenced addenda, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms.
- e. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.
- f. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service, or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

If to UNT:
Research Commercial Agreements
1155 Union Circle #305250
Denton, Texas 76203-5017
Attn: Michael Rondelli
Phone: 940-565-4459
Email: ResearchContracts@unt.edu

If to USER:
Town of Hickory Creek
1075 Ronald Regan Avenue
Hickory Creek, Texas 75065
Attn: John M. Smith
940-497-2528 ext. 231
John.Smith@hickorycreek-tx.gov

[signature page follows]

IN WITNESS WHEREOF, UNT and USER hereby agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such facsimile or scanned signature must be treated in all respects as having the same effect as an original signature.

UNIVERSITY OF NORTH TEXAS

TOWN OF HICKORY CREEK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A

UNT EQUIPMENT DESCRIPTION AND RATES

UNT will provide the following equipment for use:

- Celestron 14" Schmidt-Cassegrain Telescope (C-14 Telescope)
- 1 Losmandy G-11 mount with relevant slewing equipment:
 - 1 Losmandy Gemini 2 tracking, positioning, and slewing System
 - Note that this mount isn't fully robotic. It will do tracking and slewing with the right equipment which UNT will provide as part of the lease but that equipment is older. In any case, the telescope can be moved manually. Equipment will not be able to pin point objects for the person operating it. The person operating the scope will need to know what they are looking for and where to find it.
- 1 Telrad and 1 Finderscope telescope accessories – used for finding objects.
- 1 Meade eyepiece and filter set for the telescope.
- Two 21-pound Losmandy counter weights and 1 counter weight bar.

Images of equipment:



C-14 Telescope

G-11 Mount

Gemini 2

Eyepiece
Filter Set

Counter Weights and Bar

UNT Fees: \$1 per year

**NOTICE OF A PUBLIC HEARING OF THE
TOWN COUNCIL OF THE
TOWN OF HICKORY CREEK, TEXAS**

The Town of Hickory Creek Town Council will conduct a public hearing on August 28, 2023 at 6:00 p.m. to hear public comments regarding the Town of Hickory Creek 2023-2024 Fiscal Year Budget. The meeting will be held at Hickory Creek Town Hall located at 1075 Ronald Reagan Avenue, Hickory Creek, Texas.

This budget will raise more total property taxes than last year's budget by \$90,746 or 3.77%, and of that amount, \$90,746 is tax revenue to be raised from new property added to the tax roll this year.

A copy of the proposed budget is available for public review in the administrative offices of the Town of Hickory Creek, or on the town website at www.hickorycreek-tx.gov. All interested parties are encouraged to attend.

Kristi K. Rogers
Town of Hickory Creek Town Secretary

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2023-08-___**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR FILING OF BUDGET AND ORDINANCE; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the town has acknowledged that this budget will raise more total property taxes than last year’s budget by \$90,746 or 3.77% and of that amount \$90,746 is tax revenue to be raised from new property added to the tax roll this year.

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

WHEREAS, on this 28th day of August 2023, the Town Council of the Town of Hickory Creek, Texas, Agenda Item ___ was presented by motion by _____ which was properly seconded by _____ providing for the adoption of the budget for fiscal period October 1, 2022 to September 30, 2023; a vote being called, the members of the Council voted as follows:

	Aye	Nay
Councilmember Randy Gibbons	___	___
Councilmember Richard DuPree	___	___
Councilmember Chris Gordon	___	___
Mayor Pro Tem Paul Kenney	___	___
Councilmember Ian Theodore	___	___

and the motion carried by a vote of _____ in favor to _____ against, accordingly the ordinance passed.

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

SECTION 1
BUDGET ADOPTED

The budget attached hereto as exhibit “A” and incorporated herein by this reference is approved and adopted for the fiscal year beginning October 1, 2023 and ending September 30, 2024, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases and other expenditures as proposed in the attached budget.

SECTION 2
EXPENDITURE OF FUNDS

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

SECTION 3
FILING OF BUDGET AND ORDINANCE

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

SECTION 4
SAVINGS CLAUSE

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

SECTION 5
SEVERABILITY

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

SECTION 6
ENGROSSMENT AND ENROLLMENT

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

SECTION 7
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 28th day of August, 2023.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek

APPROVED AS TO FORM:

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



This budget will raise more total property taxes than last year's budget by \$90,746 or 3.77%, and of that amount \$90,746 is tax revenue to be raised from new property added to the tax roll this year.

Town of Hickory Creek 2023-2024 Fiscal Year Budget

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

Town of Hickory Creek 2023-2024 Fiscal Year Budget

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

Town of Hickory Creek 2023-2024 Fiscal Year Budget

	2021-22 FY Actuals	2022-23 FY Adopted Budget 8/22/22	2022-23 FY Amended Budget 3/27/23	2023-24 FY Budget	Variations from 2022-2023 FY Adopted Budget
Capital Outlay Expense					
5010 Street Maintenance	8,797.08	25,000.00	25,000.00	25,000.00	
5012 Streets & Road Improvement	208,034.82	700,000.00	700,000.00	500,000.00	
5022 Parks and Rec Improvements	0.00	500,000.00	500,000.00	2,300,000.00	
5024 Public Safety Improvements	20,024.50	500,000.00	500,000.00	0.00	
5026 Fleet Vehicles	207,923.33	110,000.00	215,000.00	60,000.00	
5030 Sycamore Bend Construction	1,458,600.39	1,300,000.00	1,300,000.00	23-24 Deletion	
5030 Broadband Initiative	345,188.75	595,240.00	595,240.00	200,000.00	
5032 Denton County TRIP22 Projects	23-24 Addition	23-24 Addition	23-24 Addition	1,100,000.00	
Total Capital Outlay	2,248,568.87	3,730,240.00	3,835,240.00	4,185,000.00	12.19%
Debt Service Expense					
5106 2012 Refunding Bond Series	267,120.73	81,648.00	81,648.00	23-24 Deletion	0.00
5110 2015 Refunding Bond Series	308,800.00	307,650.00	307,650.00	316,450.00	
5112 2015 C.O. Series	278,250.00	276,800.00	276,800.00	271,800.00	
5114 2020 C.O. Series	204,950.00	251,950.00	251,950.00	254,450.00	
Total Debt Service	1,059,120.73	918,048.00	918,048.00	842,700.00	-8.21%
General Government Expense					
5202 Bank Service Charges	130.00	200.00	200.00	200.00	
5204 Books & Subscriptions	268.00	150.00	300.00	300.00	
5206 Computer Hardware/Software	32,592.58	50,000.00	150,000.00	75,000.00	
5208 Copier Rental	4,305.19	4,200.00	4,200.00	3,600.00	
5210 Dues & Memberships	2,913.02	3,000.00	3,000.00	3,500.00	
5212 EDC Tax Payment	274,048.65	267,500.00	267,500.00	300,000.00	
5214 Election Expenses	45.00	10,500.00	15,000.00	15,000.00	
5216 Volunteer/Staff Events	5,399.03	10,500.00	10,500.00	8,000.00	
5218 General Communications	30,802.57	32,000.00	32,000.00	32,000.00	
5222 Office Supplies & Equip.	3,277.12	5,000.00	4,000.00	3,000.00	
5224 Postage	8,242.94	5,800.00	5,800.00	6,200.00	
5226 Community Cause	26,894.36	3,000.00	3,000.00	3,000.00	
5228 Town Council/Board Expense	7,630.29	9,000.00	11,000.00	10,000.00	
5230 Training & Education	1,475.00	1,500.00	1,500.00	1,500.00	
5232 Travel Expense	0.00	1,500.00	3,000.00	2,000.00	
5234 Staff Uniforms	925.58	500.00	800.00	800.00	
5236 Transfer to Reserve	22-23 Amended Add	22-23 Amended Add	891,364.00	0.00	
Total General Government	398,949.33	404,350.00	1,403,164.00	464,100.00	14.78%
Municipal Court Expense					
5302 Books & Subscriptions	0.00	75.00	75.00	75.00	
5304 Building Security	1,656.77	18,023.00	18,023.00	18,023.00	
5312 Court Technology	12,542.07	15,963.00	15,963.00	15,963.00	
5314 Dues & Memberships	205.00	12.00	150.00	150.00	
5318 Merchant Fees/Credit Cards	281.59	0.00	0.00	2,500.00	
5322 Office Supplies/Equipment	954.97	1,200.00	750.00	1,000.00	
5324 State Court Costs	269,582.12	311,060.00	311,060.00	311,060.00	
5326 Training & Education	100.00	100.00	100.00	500.00	
5328 Travel Expense	0.00	500.00	500.00	500.00	
5332 Warrants Collected	-2,271.31	0.00	0.00	2,500.00	
Total Municipal Court	283,051.21	346,933.00	346,621.00	352,271.00	1.54%
Parks and Recreation Expense					
5402 Events	1,320.84	2,000.00	2,000.00	1,500.00	
5408 Tanglewood Park	6,300.04	2,000.00	5,000.00	45,000.00	
5412 KHCB	175.00	500.00	500.00	500.00	
5414 Tree City USA	0.00	500.00	500.00	500.00	
5416 Town Hall Park	0.00	0.00	0.00	0.00	
Total Parks and Recreation	7,795.88	5,000.00	8,000.00	47,500.00	850.00%
Parks Corps of Engineer Expense					
5412 Arrowhead	83,172.04	21,750.00	100,000.00	38,500.00	
5414 Harbor Grove	1,589.92	5,000.00	5,000.00	10,000.00	
5416 Point Vista	41,842.95	7,500.00	7,500.00	15,000.00	
5418 Sycamore Bend	15,606.68	21,750.00	21,750.00	43,500.00	
Total Parks Corps of Engineer	142,211.59	56,000.00	134,250.00	107,000.00	91.07%

Town of Hickory Creek 2023-2024 Fiscal Year Budget

	2021-22 FY Actuals	2022-23 FY Adopted Budget 8/22/22	2022-23 FY Amended Budget 3/27/23	2023-24 FY Budget	Variations from 2022-2023 FY Adopted Budget
Personnel Expense					
5502 Administration Wages	483,936.09	497,988.00	413,630.00	435,826.00	
5504 Municipal Court Wages	0.00	22-23 Deletion	84,358.00	87,736.00	
5506 Police Wages	980,205.41	1,109,152.00	1,109,152.00	1,230,354.00	
5507 Police Overtime Wages	19,040.36	15,000.00	25,000.00	20,000.00	
5508 Public Works Wages	204,541.03	216,968.00	273,860.00	275,624.00	
5509 Public Works Overtime Wages	2,876.98	2,500.00	4,500.00	4,500.00	
5510 Health Insurance	265,335.77	282,730.00	291,696.00	255,054.00	
5512 Longevity	12,910.00	14,600.00	14,300.00	13,950.00	
5514 Payroll Expense	25,116.03	22,000.00	22,000.00	25,000.00	
5516 Employment Exams	1,535.40	2,500.00	2,500.00	2,500.00	
5518 Retirement (TMRS)	239,415.66	278,222.00	279,462.00	316,117.00	
5520 Unemployment (TWC)	1,125.22	2,500.00	2,500.00	2,500.00	
5522 Workman's Compensation	40,538.08	38,500.00	38,766.00	48,996.00	
Total Personnel	2,276,576.03	2,482,660.00	2,561,724.00	2,718,157.00	9.49%
Police Department Expense					
5602 Auto Gas & Oil	53,912.00	35,000.00	35,000.00	37,000.00	
5606 Auto Maintenance & Repair	44,581.45	25,000.00	25,000.00	25,000.00	
5610 Books & Subscriptions	575.63	750.00	750.00	500.00	
5612 Computer Hardware/Software	39,158.87	40,000.00	45,000.00	75,500.00	
5614 Crime Lab Analysis	3,713.71	3,500.00	3,500.00	6,500.00	
5616 Drug Forfeiture	4,839.79	0.00	0.00	0.00	
5618 Dues & Memberships	0.00	500.00	500.00	500.00	
5626 Office Supplies/Equipment	2,577.15	1,800.00	1,800.00	2,000.00	
5630 Personnel Equipment	44,386.09	35,000.00	50,000.00	40,000.00	
5634 Travel Expense	2,173.26	2,500.00	2,500.00	2,000.00	
5636 Uniforms	9,578.22	10,000.00	10,000.00	10,000.00	
5640 Training & Education	11,927.91	8,500.00	8,500.00	8,500.00	
5644 Citizens on Patrol	0.00	500.00	250.00	250.00	
5646 Community Outreach	948.59	4,000.00	2,000.00	3,000.00	
5648 K9 Unit	-4,926.73	5,000.00	14,500.00	5,000.00	
5650 Task Force Forfeiture	0.00	15,000.00	10,000.00	10,000.00	
Total Police Department	213,445.94	187,050.00	209,300.00	225,750.00	20.69%
Public Works Department Expense					
5702 Animal Control Donation	0.00	1,500.00	1,500.00	1,000.00	
5704 Animal Control Equipment	0.00	500.00	2,000.00	1,000.00	
5706 Animal Control Supplies	580.79	900.00	4,500.00	5,000.00	
5708 Animal Control Vet Fees	9,851.73	12,500.00	15,000.00	15,000.00	
5710 Auto Gas & Oil	20,285.60	20,000.00	20,000.00	20,000.00	
5714 Auto Maintenance/Repair	10,620.38	7,000.00	10,000.00	10,000.00	
5716 Beautification	2,319.27	45,000.00	145,000.00	150,000.00	
5718 Computer Hardware/Software	0.00	1,000.00	1,000.00	2,000.00	
5720 Dues & Memberships	0.00	350.00	350.00	350.00	
5722 Equipment	27,421.66	5,000.00	5,000.00	5,000.00	
5724 Equipment Maintenance	4,200.17	6,000.00	6,000.00	4,000.00	
5726 Equipment Rental	110.00	1,500.00	1,500.00	1,000.00	
5728 Equipment Supplies	5,136.61	5,000.00	5,000.00	5,000.00	
5732 Office Supplies/Equipment	514.09	500.00	500.00	800.00	
5734 Communications	3,779.47	3,800.00	3,800.00	3,800.00	
5738 Training	1,089.00	800.00	800.00	800.00	
5740 Travel Expense	806.00	1,000.00	3,000.00	3,000.00	
5742 Uniforms	2,791.99	2,500.00	2,500.00	2,800.00	
5748 Landscaping Services	59,929.51	90,000.00	90,000.00	90,000.00	
Total Public Works Department	149,436.27	204,850.00	317,450.00	320,550.00	56.48%

Town of Hickory Creek 2023-2024 Fiscal Year Budget

	2021-22 FY Actuals	2022-23 FY Adopted Budget 8/22/22	2022-23 FY Amended Budget 3/27/23	2023-24 FY Budget	Variations from 2022-2023 FY Adopted Budget
Services Expense					
5802 Appraisal District	13,363.16	15,375.00	14,000.00	17,500.00	
5804 Attorney Fees	70,397.73	60,000.00	60,000.00	60,000.00	
5806 Audit	14,000.00	14,000.00	15,000.00	15,000.00	
5808 Codification	2,718.99	2,000.00	2,000.00	2,000.00	
5812 Document Management	0.00	750.00	750.00	750.00	
5814 Engineering	62,412.30	175,000.00	175,000.00	175,000.00	
5816 General Insurance	38,410.12	44,000.00	43,718.00	50,276.00	
5818 Inspections	101,555.00	75,000.00	75,000.00	32,500.00	
5820 Fire Service	972,692.00	970,692.00	970,692.00	970,692.00	
5822 Legal Notices/Advertising	1,730.90	2,500.00	3,500.00	4,000.00	
5824 Library Services	1,537.50	850.00	850.00	1,200.00	
5826 Municipal Judge	13,800.00	13,800.00	13,800.00	13,800.00	
5828 Printing	1,660.22	1,500.00	2,500.00	2,500.00	
5830 Tax Collection	2,599.00	2,700.00	3,000.00	3,000.00	
5832 Computer Technical Support	42,081.20	42,082.00	42,082.00	45,000.00	
5838 Denton County Children's Advocacy	0.00	3,400.00	3,400.00	7,228.00	
5840 Denton County Dispatch	30,808.00	29,383.00	29,383.00	38,508.00	
5844 Helping Hands	0.00	200.00	200.00	200.00	
5846 Span Transit Services	200.00	200.00	200.00	5,000.00	
5848 Recording Fees	22-23 Amended Add	22-23 Amended Add	500.00	750.00	
Total Services	1,369,966.12	1,453,432.00	1,455,575.00	1,444,904.00	-0.59%
Special Events					
6004 Fourth of July Celebration	8,131.90	22-23 Deletion	22-23 Deletion		
6008 Tree Lighting	7,299.22	22-23 Deletion	22-23 Deletion		
6010 Arts and Culture	0.00	22-23 Deletion	22-23 Deletion		
6012 Special Events	0.00	30,000.00	30,000.00	30,000.00	
Total Special Events	15,431.12	30,000.00	30,000.00	30,000.00	0.00%
Utilities & Maintenance Expense					
5902 Bldg. Maintenance/Supplies	223,316.62	207,381.00	225,000.00	150,000.00	
5904 Electric	20,149.32	27,000.00	27,000.00	27,000.00	
5906 Gas	2,085.99	1,950.00	1,950.00	2,500.00	
5908 Street Lighting	39,839.97	40,000.00	40,000.00	40,000.00	
5910 Telecom	37,416.79	35,000.00	35,000.00	35,000.00	
5912 Water	22,027.63	15,000.00	15,000.00	16,000.00	
Total Utilities & Maintenance	344,836.32	326,331.00	343,950.00	270,500.00	-17.11%
Total Expense	8,509,389.41	10,144,894.00	11,563,322.00	11,008,432.00	8.51%
Net Ordinary Income	(1,017,082.92)	0.00	0.00	0.00	

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0828-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK, TEXAS, HEREBY ADOPTING A POLICY
PROHIBITING USE OR INSTALLATION OF COVERED APPLICATIONS
ON TOWN OWNED DEVICES; 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 Texas Legislature passed SB 1893 requiring all political subdivisions of the State to adopt a policy prohibiting the installation of certain applications on any device owned or leased by the governmental entity and requiring removal of covered applications from those devices.

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

Section 1: No person may install or use the social media service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited on any device owned or leased by the Town of Hickory Creek. Any such application that is currently installed on any such device must be removed.

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 August, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

Coach Cliff's Gaga Ball Pits LLC
 PO Box 704
 Libertyville, IL 60048
 847.573.2377
 info@gagaballpits.com



Estimate

ADDRESS

John Smith
 Hickory Creek Township
 970 Main Street
 Hickory Creek, TX 75065
 john.smith@hickorycreek-tx.gov
 940.497.2528

SHIP TO

John Smith
 Hickory Creek Township
 970 Main Street
 Hickory Creek, TX 75065
 john.smith@hickorycreek-
 tx.gov
 940.497.2528

ESTIMATE # 25320

DATE 08/21/2023

EXPIRATION DATE 09/04/2023

SHIP VIA

FEG & LTL

P.O. NUMBER

John S - T1/ 1 Pit

SALES REP

AC

QTY	SKU	DESCRIPTION	RATE	AMOUNT
1	00830	OCTAGON 30H - COLOR TBD Gaga Ball Pit Bracket System: 8-Oct 30H brackets, Template, Assembly Instructions, Fastener Pack and Cut-Out templates and instructions	650.00	650.00T
1	02040-SCL	30H ADA DOORWAY KIT - Kit includes black jambs, hinges, latch, fasteners and instructions, door is constructed with matching structural composite lumber. Compatible with 30H models.	395.00	395.00T
1	T1-BLK-ADA	2 - 5/4x6x8 Tier 1 (Black) Structural Composite boards - used to build the ADA door.	70.80	70.80T
24	T1-BLK-210-8	2x10x8 Tier 1 (Black) Structural Composite.	79.68	1,912.32T
24	090-FHD	Factory Hole Drilling per Structural Composite board to attach to corner brackets	3.75	90.00T
1	T1-BLK-CO	5/4x6x8 Tier 1 (Black) Structural Composite for Framing Cut-Out Opening.	35.40	35.40T
1		Estimated ship cost will be finalized once order is placed. - Bracket System via GROUND = \$153 - Lumber via LTL Freight = \$522	675.00	675.00

PLEASE SEND TAX EXEMPT FORM IF APPLICABLE

Multiple Estimates with #25321

SUBTOTAL

TAX (0%)

TOTAL

3,828.52

0.00

\$3,828.52

The terms set forth at <https://www.gagaballpits.com> supersede all prior statements or understandings, whether oral or written, with regard to the purchase of goods and services from Coach Cliff's Gaga Ball Pits LLC and are incorporated by reference into the estimate and control over any inconsistent terms in your purchase order or other acceptance.

Coach Cliff's Gaga Ball Pits LLC
 PO Box 704
 Libertyville, IL 60048
 847.573.2377
 info@gagaballpits.com



Estimate

ADDRESS

John Smith
 Hickory Creek Township
 970 Main Street
 Hickory Creek, TX 75065
 john.smith@hickorycreek-tx.gov
 940.497.2528

SHIP TO

John Smith
 Hickory Creek Township
 970 Main Street
 Hickory Creek, TX 75065
 john.smith@hickorycreek-
 tx.gov
 940.497.2528

ESTIMATE # 25321

DATE 08/21/2023

SHIP VIA

FEG & LTL

P.O. NUMBER

John S - T1/ 3 Pits

SALES REP

AC

QTY	SKU	DESCRIPTION	RATE	AMOUNT
3	00830	OCTAGON 30H - COLOR TBD Gaga Ball Pit Bracket System: 8-Oct 30H brackets, Template, Assembly Instructions, Fastener Pack and Cut-Out templates and instructions	650.00	1,950.00T
3	02040-SCL	30H ADA DOORWAY KIT - Kit includes black jambs, hinges, latch, fasteners and instructions, door is constructed with matching structural composite lumber. Compatible with 30H models.	395.00	1,185.00T
3	T1-BLK-ADA	2 - 5/4x6x8 Tier 1 (Black) Structural Composite boards - used to build the ADA door.	70.80	212.40T
72	T1-BLK-210-8	2x10x8 Tier 1 (Black) Structural Composite.	79.68	5,736.96T
72	090-FHD	Factory Hole Drilling per Structural Composite board to attach to corner brackets	3.75	270.00T
3	T1-BLK-CO	5/4x6x8 Tier 1 (Black) Structural Composite for Framing Cut-Out Opening.	35.40	106.20T
1		Estimated ship cost will be finalized once order is placed. - Bracket System via GROUND = \$387 - Lumber via LTL Freight = \$1320	1,707.00	1,707.00

PLEASE SEND TAX EXEMPT FORM IF APPLICABLE

SUBTOTAL

11,167.56

TAX (0)

0.00

TOTAL

\$11,167.56

The terms set forth at <https://www.gagaballpits.com> supersede all prior statements or understandings, whether oral or written, with regard to the purchase of goods and services from Coach Cliff's Gaga Ball Pits LLC and are incorporated by reference into the estimate and control over any inconsistent terms in your purchase order or other acceptance.





