



**NOTICE OF  
WORK SESSION AND SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, APRIL 08, 2024  
WORK SESSION 5:00 PM SPECIAL MEETING 6:00 PM**

**AGENDA**

**Call to Order**

**Work Session Agenda**

1. Discussion regarding feasibility of a zoning change for Denton CAD Properties ID# 62338;128423;209148;209149;272356;272358;272359 and 272360.
2. Discussion regarding amending the 2023-2024 Fiscal Year Budget.

**Adjourn Work Session**

**Call to Order**

**Roll Call**

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

**Invocation**

**Proclamations**

3. Mental Health Awareness Month and Children's Mental Health Awareness Day

**Items of Community Interest**

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

**Public Comment**

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

## **Consent Agenda**

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

- [4.](#) February 2024 Council Meeting Minutes
- [5.](#) February 2024 Financial Statements
- [6.](#) March 2024 Financial Statements
- [7.](#) Consider and act on the 2024 LDISD Hickory Creek Female Athlete of the Year.
- [8.](#) Consider and act on the 2024 LDISD Hickory Creek Male Athlete of the Year.
- [9.](#) Consider and act on the 2024 LDISD Hickory Creek Scholar of the Year.
- [10.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement between the Town of Hickory Creek and the City of Corinth concerning animal services.
- [11.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek, Texas and WaterToyz, LLC. concerning issuance of a license to utilize the Town's boat ramp and dock.
- [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 agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning dispatch services.
- [13.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for USPS Postage Meter and Postal Services by and between the Town of Hickory Creek, Texas and Quadient.

## **Regular Agenda**

- [14.](#) Discussion regarding probable construction costs and concept designs for the Hickory Creek Leisure Center.
- [15.](#) Consider and act on purchasing two vehicles for the police department.
- [16.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Ordinance 2023-08-939; the 2023-2024 budget as adopted.
- [17.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek, Texas and Anytime Labor Dallas, LLC. concerning public works staffing.
18. Consider and act on the 2023 Business of the Year.
19. Consider and act on the 2023 Citizen of the Year.

## **Executive Session**

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

### **Section 551.071**

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

20. Discussion regarding Denton CAD Property ID# 62326.

### **Section 551.072**

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

21. Discussion regarding Denton CAD Property ID# 62274 and 497739.

### **Section 551.087**

Deliberation regarding Economic Development Negotiations, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the government body seeks to have locate, stay or expand in or near the territory of the government body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

22. Economic Development Agreement between the Town of Hickory Creek and the Olana.

## **Reconvene into Open Session**

23. Discussion and possible action regarding matters discussed in executive session.
24. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek, Texas and KSW Holding Hickory Creek, L.P. concerning a Chapter 380 Economic Development Agreement.

## **Future Agenda Items**

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

## **Adjournment**

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas, on April 3, 2024 at 3:30 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**, addressing the complex mental health needs of children, youth, and families today is fundamental to the future of the Town of Hickory Creek; and

**WHEREAS**, citizens of the Town of Hickory Creek value their overall health and are proud to support observances such as Mental Health Month and Children's Mental Health Awareness Day; and

**WHEREAS**, one in five adults has a diagnosable mental health condition; and

**WHEREAS**, each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the burden of mental health concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts; and

**WHEREAS**, the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, United Way, and the Wellness Alliance for Total Children's Health, work together on prevention-based approaches to effectively address the mental health needs of our community.

**NOW, THEREFORE**, I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, and on behalf of the members of the Town Council do hereby proclaim May 2024 as “Mental Health Awareness Month” and May 9, 2024 as “Children’s Mental Health Awareness Day” in the Town of Hickory Creek.

**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 8<sup>th</sup> day of April, 2024.

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Lynn C. Clark, Mayor  
Town of Hickory Creek

ATTEST:

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

**REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, FEBRUARY 26, 2024**

**MINUTES**

**Call to Order**

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

**Roll Call**

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Chris Gordon

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

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**

Mayor Pro Tem Kenney gave the invocation.

**Presentation of Awards**

1. Salvation Army Mayors Red Kettle Challenge

David Feeser, Development Specialist, with the Salvation Army for Collin & Denton Counties, presented Mayor Clark with a Certificate of Appreciation and a commemorative bell for First Place in the 2023 Denton Area Mayors Red Kettle Challenge.

2. Carey Dunn

Mayor Clark presented an award to Carey Dunn, honoring him for 20 years of service to the Town of Hickory Creek.

3. Jeffrey McSpedden

Mayor Clark presented an award to Jeffrey McSpedden, honoring him for 20 years of service to the Town of Hickory Creek.

**Town of Hickory Creek**

**February 26, 2024**

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**Items of Community Interest**

Lake Cities Chamber of Commerce has an updated website that includes event photos, a business directory and a shop local page with discounts. Upcoming events include the Mayor's Prayer Breakfast and Rolling Into Fall Annual Bicycle Rally.

**Public Comment**

There were no speakers for public comment.

**Consent Agenda**

4. January 2024 Council Meeting Minutes
5. January 2024 Financial Statements
6. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek declaring unopposed candidates in the May 4, 2024, general town election; providing for declaration of office; providing for cancellation.
7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek authorizing the Mayor of the Town of Hickory Creek, Texas to execute a contract for Increased Law Enforcement for Lewisville Lake lying within Hickory Creek, Texas by and between the Town of Hickory Creek and U.S. Army Corp of Engineers, Fort Worth District.
8. Consider and act on a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and the Texas Department of Public Safety concerning the Failure to Appear Program.
9. Consider and act on authorizing the Town Manager and Town Attorney to negotiate the terms of an Interlocal Agreement with the City of Lake Dallas concerning the Carlise Drive Reconstruction Project.

Councilmember Gibbons requested item 9 be pulled from the consent agenda for separate discussion.

Motion made by Councilmember DuPree to approve consent agenda items 4-8 as presented, Seconded by Councilmember Gordon.

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

Motion made by Councilmember Gibbons to approve item 9, Seconded by Councilmember Theodore.

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

**Regular Agenda**

10. Consider and act on granting an exception to Chick-fil-A, 3550 FM 2181, Hickory Creek, Texas from the Hickory Creek Code of Ordinances, Chapter 3: Building Regulations, Article 3.08 Signs concerning dimension and location requirements.

Patrick Journagan, Chandler Signs, provided an overview of the request and answered questions from the town council.

Motion made by Councilmember Gibbons to deny item 10, granting an exception to Chick-fil-A, 3550 FM 2181, Hickory Creek, for sign concerning dimension and location requirements, Seconded by Councilmember Gordon.

Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon.

Voting Nay: Councilmember Theodore. Motion passed.

11. Consider and act on allocating funds for the National Medal of Honor Griffin Institute Course, "The Mayor's Course, Leading in the Moment: Applying the Medal of Honor Values to Work and Life."

Motion made by Councilmember Gordon to allocate funds for the National Medal of Honor Griffin Institute Course, "The Mayor's Course, Leading in the Moment: Applying the Medal of Honor Values to Work and Life" for Mayor Lynn Clark to attend in an amount not to exceed \$3,000.00, Seconded by Councilmember Theodore.

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

12. Receive an update from Chief Dunn concerning police department activity since the November 2023 council meeting and discuss same.

Chief Dunn stated the department has prioritized internal training which included ballistic shield and firearm training. A shift rotation took place in January. Officer Leggett and Officer Dawson were promoted to first line supervisors. A leadership and mentoring program has been implemented. A school safety program was initiated to provide a presence in the school zone, pick up and drop off lines. A sonar radar, dashboard and seats have been installed in the patrol boat during the off season. Onboard and in water training will take place in the coming months Badges and patches are in the process of being updated. An intern from University of North Texas began in January. TxDOT and surrounding agencies will meet on March 4, 2024 to discuss accidents on Interstate 35E. The traffic initiative continues to slow down drivers on the interstate. Three additional Flock Safety Cameras have been installed throughout Town. Statistics regarding K9 activity for 2023 were reported. Additional police vehicles are needed due to an increase in vehicle maintenance costs.

13. Receive an update from John Smith, Town Manager, concerning the 2020 Parks, Recreation & Open Space Master Plan and discuss the same.

John Smith, Town Manager, did not provide an update.

**Executive Session**

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

**Section 551.071**

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

14. Discussion regarding Denton CAD Property ID# 62326

**Section 551.072**

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

15. Discussion regarding certain real property generally located, North of Interstate 35E, Lake Lewisville Bridge, South of FM 2181, East of Ronald Reagan Avenue and West of Interstate 35E.

**Reconvene into Open Session**

The Town Council reconvened into open session at 8:30 p.m.

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

No action taken.

**Future Agenda Items**

There were no future agenda items.

**Adjournment**

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

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

The meeting did then stand adjourned at 8:53 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

**Town of Hickory Creek**  
**Balance Sheet**  
As of February 29, 2024

	Feb 29, 24
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	26,207.03
BOA - Drug Forfeiture	93,876.59
BOA - Drug Seizure	11.18
BOA - General Fund	123,803.80
BOA - Parks and Recreation	39,542.87
BOA - Payroll	270.00
BOA - Police State Training	5,189.88
Logic 2020 CO's	1,494,464.31
Logic Animal Shelter Facility	10,361.23
Logic Coronavirus Recovery Fund	61,119.27
Logic Harbor Ln-Sycamore Bend	86,944.55
Logic Investment Fund	12,268,687.01
Logic Turbeville Road	102,630.82
<b>Total Checking/Savings</b>	14,313,108.54
<b>Accounts Receivable</b>	
Municipal Court Payments	7,469.97
<b>Total Accounts Receivable</b>	7,469.97
<b>Total Current Assets</b>	14,320,578.51
<b>TOTAL ASSETS</b>	<b>14,320,578.51</b>
<b>LIABILITIES &amp; EQUITY</b>	0.00

**Town of Hickory Creek**  
**Profit & Loss**  
 February 2024

	Feb 24
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Ad Valorem Tax Revenue</b>	
4002 M&O	148,485.25
4004 M&O Penalties & Interest	1,221.08
4006 Delinquent M&O	182.35
4008 I&S Debt Service	62,896.42
4010 I&S Penalties & Interest	12,328.74
4012 Delinquent I&S	87.29
	225,201.13
<b>Total Ad Valorem Tax Revenue</b>	225,201.13
<b>Building Department Revenue</b>	
4102 Building Permits	360,144.96
4104 Certificate of Occupancy	500.00
4106 Contractor Registration	225.00
4122 Septic Permits	425.00
4124 Sign Permits	2,100.00
	363,394.96
<b>Total Building Department Revenue</b>	363,394.96
<b>Franchise Fee Revenue</b>	
4214 Electric	65,213.23
4218 Telecom	7,859.19
4220 Solid Waste	5,402.61
	78,475.03
<b>Total Franchise Fee Revenue</b>	78,475.03
<b>Interest Revenue</b>	
4330 General Fund Interest	3.83
4332 Investment Interest	58,794.12
	58,797.95
<b>Total Interest Revenue</b>	58,797.95
<b>Miscellaneous Revenue</b>	
4502 Animal Adoption & Impound	1,090.30
4506 Animal Shelter Donations	50.00
4508 Annual Park Passes	1,400.00
4510 Arrowhead Park Fees	1,510.00
4530 Other Receivables	18,599.95
4534 PD State Training	1,333.12
4536 Point Vista Park Fees	295.00
4550 Sycamore Bend Fees	1,970.00
4566 Interlocal Agreements	123,700.00
	149,948.37
<b>Total Miscellaneous Revenue</b>	149,948.37
<b>Municipal Court Revenue</b>	
4602 Building Security Fund	1,464.32
4604 Citations	51,740.22
4606 Court Technology Fund	1,214.45
4608 Jury Fund	29.13
4610 Truancy Fund	1,456.31
4612 State Court Costs	24,808.63
4614 Child Safety Fee	25.00
	80,738.06
<b>Total Municipal Court Revenue</b>	80,738.06
<b>Sales Tax Revenue</b>	
4702 Sales Tax General Fund	230,529.84
4706 Sales Tax 4B Corporation	32,932.84
4708 Sales Tax Mixed Beverage	3,578.10
4710 Hotel Occupancy Tax	1,397.06
	268,437.84
<b>Total Sales Tax Revenue</b>	268,437.84
<b>Total Income</b>	1,224,993.34
<b>Gross Profit</b>	1,224,993.34
<b>Expense</b>	

**Town of Hickory Creek**  
**Profit & Loss**  
 February 2024

	Feb 24
<b>Capital Outlay</b>	
5010 Street Maintenance	722.52
5012 Streets & Road Improvement	403.35
5022 Parks and Rec Improvements	21,626.74
5024 Public Safety Improvements	75,611.33
5026 Fleet Vehicles	47,706.69
5032 Broadband Initiative	204,187.50
5032 Denton County TRIP22	165,292.00
<b>Total Capital Outlay</b>	515,550.13
<b>Debt Service</b>	
5110 2015 Refunding Bond Series	46,143.32
5112 2015 C.O. Series	51,318.34
5114 2020 C.O. Series	50,143.34
<b>Total Debt Service</b>	147,605.00
<b>General Government</b>	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	442.45
5208 Copier Rental	299.85
5212 EDC Tax Payment	32,933.84
5218 General Communications	3,806.40
5224 Postage	932.88
5226 Community Cause	39.74
5228 Town Council/Board Expense	860.18
<b>Total General Government</b>	39,330.34
<b>Municipal Court</b>	
5312 Court Technology	3,476.35
5318 Merchant Fees/Credit Cards	916.30
5332 Warrants Collected	-2,659.37
<b>Total Municipal Court</b>	1,733.28
<b>Parks and Recreation</b>	
5408 Tanglewood Park	11.24
<b>Total Parks and Recreation</b>	11.24
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	18,428.03
5434 Harbor Grove	32.30
5436 Point Vista	176.24
5438 Sycamore Bend	25,874.26
<b>Total Parks Corps of Engineer</b>	44,510.83
<b>Personnel</b>	
5502 Administration Wages	51,704.67
5504 Municipal Court Wages	9,611.64
5506 Police Wages	129,585.54
5507 Police Overtime Wages	10,162.54
5508 Public Works Wages	29,344.80
5509 Public Works Overtime Wage	106.61
5510 Health Insurance	22,670.15
5514 Payroll Expense	3,514.67
5516 Employment Exams	60.00
5518 Retirement (TMRS)	23,222.90
<b>Total Personnel</b>	279,983.52
<b>Police Department</b>	
5602 Auto Gas & Oil	4,952.66
5606 Auto Maintenance & Repair	16,146.00
5610 Books & Subscriptions	128.00
5612 Computer Hardware/Software	22,050.39
5614 Crime Lab Analysis	193.00



Town of Hickory Creek  
**Profit & Loss**  
February 2024

	<u>Feb 24</u>
5616 Drug Forfeiture	-9,549.81
5626 Office Supplies/Equipment	268.32
5630 Personnel Equipment	1,382.56
5636 Uniforms	3,786.10
5640 Training & Education	907.00
5648 K9 Unit	289.98
<b>Total Police Department</b>	<b>40,554.20</b>
<b>Public Works Department</b>	
5706 Animal Control Supplies	668.90
5708 Animal Control Vet Fees	4,166.00
5710 Auto Gas & Oil	1,483.03
5714 Auto Maintenance/Repair	247.44
5716 Beautification	3,468.50
5718 Computer Hardware/Software	2,195.70
5722 Equipment	46.48
5724 Equipment Maintenance	67.80
5728 Equipment Supplies	281.20
5732 Office Supplies/Equipment	128.67
5734 Communications	441.08
5742 Uniforms	122.34
5748 Landscaping Services	5,484.78
<b>Total Public Works Department</b>	<b>18,801.92</b>
<b>Services</b>	
5804 Attorney Fees	1,255.00
5814 Engineering	13,494.82
5818 Inspections	5,125.00
5824 Library Services	30.00
5826 Municipal Judge	1,155.00
5846 Span Transit Services	465.52
5848 Recording Fees	35.50
<b>Total Services</b>	<b>21,560.84</b>
<b>Utilities &amp; Maintenance</b>	
5902 Bldg Maintenance/Supplies	21,909.52
5904 Electric	2,342.07
5906 Gas	388.60
5908 Street Lighting	4,099.08
5910 Telephone	12,820.73
5912 Water	1,907.53
<b>Total Utilities &amp; Maintenance</b>	<b>43,467.53</b>
<b>Total Expense</b>	<b>1,153,108.83</b>
<b>Net Ordinary Income</b>	<b>71,884.51</b>
<b>Net Income</b>	<b>71,884.51</b>

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**  
**October 2023 through February 2024**

	Oct '23 - Feb 24	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	1,589,890.36	1,664,029.00	95.5%
4004 M&O Penalties & Interest	2,268.93	2,500.00	90.8%
4006 Delinquent M&O	1,798.71	1,000.00	179.9%
4008 I&S Debt Service	787,614.69	836,526.00	94.2%
4010 I&S Penalties & Interest	12,943.85	1,500.00	862.9%
4012 Delinquent I&S	1,103.94	500.00	220.8%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,395,620.48</b>	<b>2,506,055.00</b>	<b>95.6%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	568,799.54	275,000.00	206.8%
4104 Certificate of Occupancy	5,250.00	6,000.00	87.5%
4106 Contractor Registration	1,800.00	2,500.00	72.0%
4108 Preliminary/Final Plat	850.00	0.00	100.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	6,900.00	10,000.00	69.0%
4122 Septic Permits	1,700.00	1,100.00	154.5%
4124 Sign Permits	2,250.00	1,000.00	225.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	1,500.00	0.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	225.00	500.00	45.0%
<b>Total Building Department Revenue</b>	<b>587,774.54</b>	<b>297,875.00</b>	<b>197.3%</b>
<b>Franchise Fee Revenue</b>			
4214 Electric	207,499.93	155,000.00	133.9%
4216 Gas	0.00	90,000.00	0.0%
4218 Telecom	16,388.35	45,000.00	36.4%
4220 Solid Waste	25,911.99	50,000.00	51.8%
<b>Total Franchise Fee Revenue</b>	<b>249,800.27</b>	<b>340,000.00</b>	<b>73.5%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	21.39	25.00	85.6%
4332 Investment Interest	282,858.96	60,000.00	471.4%
<b>Total Interest Revenue</b>	<b>282,880.35</b>	<b>60,025.00</b>	<b>471.3%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	0.00	58,788.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>58,788.00</b>	<b>0.0%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	11,580.78	18,000.00	64.3%
4506 Animal Shelter Donations	250.00	1,000.00	25.0%
4508 Annual Park Passes	23,075.00	30,000.00	76.9%
4510 Arrowhead Park Fees	10,614.00	40,000.00	26.5%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	0.00	60,000.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	2,654,385.00	0.0%
4526 Mineral Rights	132.08	1,000.00	13.2%
4530 Other Receivables	290,819.01	75,000.00	387.8%
4534 PD State Training	1,333.12	0.00	100.0%
4536 Point Vista Park Fees	2,091.00	12,000.00	17.4%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	11,529.00	25,000.00	46.1%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
4560 2020 CO Proceeds	0.00	1,100,000.00	0.0%
4562 Coronavirus Local Recovery	0.00	200,000.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**  
**October 2023 through February 2024**

	Oct '23 - Feb 24	Budget	% of Budget
4566 Interlocal Agreements	176,200.00	198,135.00	88.9%
4568 Opiod Settlements	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>527,653.99</b>	<b>4,414,670.00</b>	<b>12.0%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	7,164.15	18,023.00	39.8%
4604 Citations	228,944.49	550,000.00	41.6%
4606 Court Technology Fund	5,908.13	15,936.00	37.1%
4608 Jury Fund	143.83	200.00	71.9%
4610 Truancy Fund	7,191.28	0.00	100.0%
4612 State Court Costs	122,108.36	311,060.00	39.3%
4614 Child Safety Fee	200.00	800.00	25.0%
<b>Total Municipal Court Revenue</b>	<b>371,660.24</b>	<b>896,019.00</b>	<b>41.5%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	963,869.38	2,100,000.00	45.9%
4706 Sales Tax 4B Corporation	137,695.63	300,000.00	45.9%
4708 Sales Tax Mixed Beverage	16,679.13	35,000.00	47.7%
4710 Hotel Occupancy Tax	3,847.17	0.00	100.0%
<b>Total Sales Tax Revenue</b>	<b>1,122,091.31</b>	<b>2,435,000.00</b>	<b>46.1%</b>
<b>Total Income</b>	<b>5,537,481.18</b>	<b>11,008,432.00</b>	<b>50.3%</b>
<b>Gross Profit</b>	<b>5,537,481.18</b>	<b>11,008,432.00</b>	<b>50.3%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	1,036.89	25,000.00	4.1%
5012 Streets & Road Improvement	123,394.23	500,000.00	24.7%
5022 Parks and Rec Improvements	28,773.10	2,300,000.00	1.3%
5024 Public Safety Improvements	75,611.33	0.00	100.0%
5026 Fleet Vehicles	98,405.15	60,000.00	164.0%
5032 Broadband Initiative	204,187.50	200,000.00	102.1%
5032 Denton County TRIP22	283,440.00	1,100,000.00	25.8%
<b>Total Capital Outlay</b>	<b>814,848.20</b>	<b>4,185,000.00</b>	<b>19.5%</b>
<b>Debt Service</b>			
5110 2015 Refunding Bond Series	46,143.32	316,450.00	14.6%
5112 2015 C.O. Series	51,318.34	271,800.00	18.9%
5114 2020 C.O. Series	50,143.34	254,450.00	19.7%
<b>Total Debt Service</b>	<b>147,605.00</b>	<b>842,700.00</b>	<b>17.5%</b>
<b>General Government</b>			
5202 Bank Service Charges	85.00	200.00	42.5%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	21,241.70	75,000.00	28.3%
5208 Copier Rental	1,682.79	3,600.00	46.7%
5210 Dues & Memberships	1,069.46	3,500.00	30.6%
5212 EDC Tax Payment	137,700.60	300,000.00	45.9%
5214 Election Expenses	0.00	15,000.00	0.0%
5216 Volunteer/Staff Events	4,343.24	8,000.00	54.3%
5218 General Communications	14,669.37	32,000.00	45.8%
5222 Office Supplies & Equip.	606.39	3,000.00	20.2%
5224 Postage	3,716.96	6,200.00	60.0%
5226 Community Cause	370.26	3,000.00	12.3%
5228 Town Council/Board Expense	2,821.93	10,000.00	28.2%
5230 Training & Education	767.01	1,500.00	51.1%
5232 Travel Expense	109.73	2,000.00	5.5%
5234 Staff Uniforms	787.30	800.00	98.4%
5236 Transfer to Reserve	0.00	0.00	0.0%
<b>Total General Government</b>	<b>189,971.74</b>	<b>464,100.00</b>	<b>40.9%</b>
<b>Municipal Court</b>			
5302 Books & Subscriptions	92.03	75.00	122.7%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**  
**October 2023 through February 2024**

	Oct '23 - Feb 24	Budget	% of Budget
5304 Building Security	4,031.51	18,023.00	22.4%
5312 Court Technology	5,240.60	15,963.00	32.8%
5314 Dues & Memberships	55.00	150.00	36.7%
5318 Merchant Fees/Credit Cards	3,130.39	2,500.00	125.2%
5322 Office Supplies/Equipment	299.60	1,000.00	30.0%
5324 State Court Costs	159,642.12	311,060.00	51.3%
5326 Training & Education	150.00	500.00	30.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-5,512.04	2,500.00	-220.5%
<b>Total Municipal Court</b>	<b>167,129.21</b>	<b>352,271.00</b>	<b>47.4%</b>
<b>Parks and Recreation</b>			
5402 Events	658.75	1,500.00	43.9%
5408 Tanglewood Park	4,058.62	45,000.00	9.0%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	400.00	500.00	80.0%
5416 Town Hall Park	0.00	0.00	0.0%
<b>Total Parks and Recreation</b>	<b>5,317.37</b>	<b>47,500.00</b>	<b>11.2%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	26,745.08	38,500.00	69.5%
5434 Harbor Grove	1,425.74	10,000.00	14.3%
5436 Point Vista	8,233.50	15,000.00	54.9%
5438 Sycamore Bend	35,253.75	43,500.00	81.0%
<b>Total Parks Corps of Engineer</b>	<b>71,658.07</b>	<b>107,000.00</b>	<b>67.0%</b>
<b>Personnel</b>			
5502 Administration Wages	189,017.79	435,826.00	43.4%
5504 Municipal Court Wages	35,896.88	87,736.00	40.9%
5506 Police Wages	470,545.68	1,230,354.00	38.2%
5507 Police Overtime Wages	26,622.24	20,000.00	133.1%
5508 Public Works Wages	107,798.69	275,624.00	39.1%
5509 Public Works Overtime Wage	1,789.40	4,500.00	39.8%
5510 Health Insurance	83,024.53	255,054.00	32.6%
5512 Longevity	14,180.00	13,950.00	101.6%
5514 Payroll Expense	13,042.69	25,000.00	52.2%
5516 Employment Exams	580.00	2,500.00	23.2%
5518 Retirement (TMRS)	114,581.39	316,117.00	36.2%
5520 Unemployment (TWC)	48.68	2,500.00	1.9%
5522 Workman's Compensation	51,790.08	48,996.00	105.7%
<b>Total Personnel</b>	<b>1,108,918.05</b>	<b>2,718,157.00</b>	<b>40.8%</b>
<b>Police Department</b>			
5602 Auto Gas & Oil	24,383.39	37,000.00	65.9%
5606 Auto Maintenance & Repair	57,621.32	25,000.00	230.5%
5610 Books & Subscriptions	380.71	500.00	76.1%
5612 Computer Hardware/Software	53,882.18	75,500.00	71.4%
5614 Crime Lab Analysis	1,060.36	6,500.00	16.3%
5616 Drug Forfeiture	30,630.89	0.00	100.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	847.34	2,000.00	42.4%
5630 Personnel Equipment	27,953.43	40,000.00	69.9%
5634 Travel Expense	570.40	2,000.00	28.5%
5636 Uniforms	7,752.04	10,000.00	77.5%
5640 Training & Education	3,776.40	8,500.00	44.4%
5644 Citizens on Patrol	0.00	250.00	0.0%
5646 Community Outreach	618.13	3,000.00	20.6%
5648 K9 Unit	1,053.15	5,000.00	21.1%
5650 Task Force Forfeiture	0.00	10,000.00	0.0%
<b>Total Police Department</b>	<b>210,529.74</b>	<b>225,750.00</b>	<b>93.3%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	640.00	1,000.00	64.0%
5704 Animal Control Equipment	97.85	1,000.00	9.8%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**  
**October 2023 through February 2024**

	Oct '23 - Feb 24	Budget	% of Budget
5706 Animal Control Supplies	1,830.90	5,000.00	36.6%
5708 Animal Control Vet Fees	9,928.36	15,000.00	66.2%
5710 Auto Gas & Oil	7,055.37	20,000.00	35.3%
5714 Auto Maintenance/Repair	4,477.08	10,000.00	44.8%
5716 Beautification	13,046.24	150,000.00	8.7%
5718 Computer Hardware/Software	2,705.46	2,000.00	135.3%
5720 Dues & Memberships	369.00	350.00	105.4%
5722 Equipment	205.20	5,000.00	4.1%
5724 Equipment Maintenance	16,441.55	4,000.00	411.0%
5726 Equipment Rental	97.90	1,000.00	9.8%
5728 Equipment Supplies	1,715.38	5,000.00	34.3%
5732 Office Supplies/Equipment	881.55	800.00	110.2%
5734 Communications	1,918.82	3,800.00	50.5%
5738 Training	335.00	800.00	41.9%
5740 Travel Expense	28.15	3,000.00	0.9%
5742 Uniforms	1,076.08	2,800.00	38.4%
5748 Landscaping Services	14,682.60	90,000.00	16.3%
<b>Total Public Works Department</b>	<b>77,532.49</b>	<b>320,550.00</b>	<b>24.2%</b>
<b>Services</b>			
5802 Appraisal District	4,128.66	17,500.00	23.6%
5804 Attorney Fees	12,446.75	60,000.00	20.7%
5806 Audit	15,500.00	15,000.00	103.3%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	61,730.93	175,000.00	35.3%
5816 General Insurance	49,959.60	50,276.00	99.4%
5818 Inspections	26,395.00	32,500.00	81.2%
5820 Fire Service	485,346.00	970,692.00	50.0%
5822 Legal Notices/Advertising	153.82	4,000.00	3.8%
5824 Library Services	504.50	1,200.00	42.0%
5826 Municipal Judge	5,770.00	13,800.00	41.8%
5828 Printing	652.93	2,500.00	26.1%
5830 Tax Collection	2,979.00	3,000.00	99.3%
5832 Computer Technical Support	44,615.46	45,000.00	99.1%
5838 DCCAC	0.00	7,228.00	0.0%
5840 Denton County Dispatch	0.00	38,508.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	769.12	5,000.00	15.4%
5848 Recording Fees	35.50	750.00	4.7%
<b>Total Services</b>	<b>710,987.27</b>	<b>1,444,904.00</b>	<b>49.2%</b>
<b>Special Events</b>			
6012 Special Events	7,884.93	30,000.00	26.3%
<b>Total Special Events</b>	<b>7,884.93</b>	<b>30,000.00</b>	<b>26.3%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	62,087.20	150,000.00	41.4%
5904 Electric	11,823.69	27,000.00	43.8%
5906 Gas	1,139.00	2,500.00	45.6%
5908 Street Lighting	20,330.19	40,000.00	50.8%
5910 Telephone	27,191.94	35,000.00	77.7%
5912 Water	14,414.85	16,000.00	90.1%
<b>Total Utilities &amp; Maintenance</b>	<b>136,986.87</b>	<b>270,500.00</b>	<b>50.6%</b>
<b>Total Expense</b>	<b>3,649,368.94</b>	<b>11,008,432.00</b>	<b>33.2%</b>
<b>Net Ordinary Income</b>	<b>1,888,112.24</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>1,888,112.24</b>	<b>0.00</b>	<b>100.0%</b>

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**February 2024**

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5022 Parks and Rec Improvements</b>				
Bill	02/26/2024	Invoice...	Half Associates, Inc.	15,684.61
Bill	02/26/2024	Invoice...	Half Associates, Inc.	3,749.60
Check	02/29/2024	Debit	Home Depot	1,170.92
Total 5022 Parks and Rec Improvements				20,605.13
<b>5024 Public Safety Improvements</b>				
Check	02/28/2024	5437	L.C.M.U.A.	75,611.33
Total 5024 Public Safety Improvements				75,611.33
<b>5026 Fleet Vehicles</b>				
Check	02/20/2024	Debit	Enterprise Fleet Management	4,279.79
Bill	02/20/2024	Invoice...	Priority Public Safety	43,131.00
Deposit	02/27/2024		Deposit	-43,131.00
Check	02/28/2024	Debit	Priority Public Safety	43,131.00
Total 5026 Fleet Vehicles				47,410.79
Total Capital Outlay				143,627.25
<b>Debt Service</b>				
<b>5110 2015 Refunding Bond Series</b>				
Check	02/07/2024		US Bank	45,475.00
Total 5110 2015 Refunding Bond Series				45,475.00
<b>5112 2015 C.O. Series</b>				
Check	02/07/2024		US Bank	50,650.00
Total 5112 2015 C.O. Series				50,650.00
<b>5114 2020 C.O. Series</b>				
Check	02/07/2024		US Bank	49,475.00
Total 5114 2020 C.O. Series				49,475.00
Total Debt Service				145,600.00
<b>General Government</b>				
<b>5212 EDC Tax Payment</b>				
Check	02/09/2024		Hickory Creek Economic Development	32,932.84
Total 5212 EDC Tax Payment				32,932.84
<b>5218 General Communications</b>				
Bill	02/26/2024	Invoice...	Bird's Printing & Copies	3,335.40
Total 5218 General Communications				3,335.40
Total General Government				36,268.24
<b>Municipal Court</b>				
<b>5312 Court Technology</b>				
Bill	02/14/2024	Invoice...	Tyler Technologies	3,476.35
Total 5312 Court Technology				3,476.35
Total Municipal Court				3,476.35
<b>Parks Corps of Engineer</b>				
<b>5432 Arrowhead</b>				
Bill	02/26/2024	Invoice...	United Docks, LLC.	18,235.00
Total 5432 Arrowhead				18,235.00
<b>5438 Sycamore Bend</b>				

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**February 2024**

Type	Date	Num	Name	Amount
Bill	02/20/2024	Invoice...	United Docks, LLC.	25,680.00
	Total 5438 Sycamore Bend			25,680.00
	Total Parks Corps of Engineer			43,915.00
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	02/02/2024	Debit	Renaissance Life & Health Insurance	1,277.27
Check	02/16/2024		Cigna	21,055.77
	Total 5510 Health Insurance			22,333.04
<b>5518 Retirement (TMRS)</b>				
Check	02/05/2024		TMRS	23,222.90
	Total 5518 Retirement (TMRS)			23,222.90
	Total Personnel			45,555.94
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	02/27/2024	Debit	WEX Bank	4,952.66
	Total 5602 Auto Gas & Oil			4,952.66
<b>5606 Auto Maintenance &amp; Repair</b>				
Bill	02/14/2024	R.O.# ...	Christian Brothers Automotive	1,736.16
Bill	02/16/2024	R.O.# ...	Christian Brothers Automotive	1,782.28
Bill	02/26/2024	R.O.# ...	Christian Brothers Automotive	12,109.17
	Total 5606 Auto Maintenance & Repair			15,627.61
<b>5612 Computer Hardware/Software</b>				
Bill	02/14/2024	Invoice...	Tyler Technologies	5,664.43
Bill	02/20/2024	Invoice...	Flock Safety	15,032.19
	Total 5612 Computer Hardware/Software			20,696.62
<b>5616 Drug Forfeiture</b>				
Deposit	02/13/2024		Deposit	-9,549.81
	Total 5616 Drug Forfeiture			-9,549.81
<b>5636 Uniforms</b>				
Bill	02/29/2024	Invoice...	Angel Armor	3,564.94
	Total 5636 Uniforms			3,564.94
	Total Police Department			35,292.02
<b>Public Works Department</b>				
<b>5710 Auto Gas &amp; Oil</b>				
Check	02/27/2024	Debit	WEX Bank	1,483.03
	Total 5710 Auto Gas & Oil			1,483.03
<b>5716 Beautification</b>				
Bill	02/14/2024	Invoice...	Betsy Ross Flag Girls, Inc.	1,186.76
Check	02/15/2024	5410	FORSITE	2,281.74
	Total 5716 Beautification			3,468.50
<b>5718 Computer Hardware/Software</b>				
Check	02/21/2024	Debit	Structured Technology Solutions	2,048.31
	Total 5718 Computer Hardware/Software			2,048.31
<b>5748 Landscaping Services</b>				
Bill	02/26/2024	Invoice...	D & D Commercial Landscape Management	5,484.78
	Total 5748 Landscaping Services			5,484.78

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**February 2024**

Type	Date	Num	Name	Amount
Total Public Works Department				12,484.62
<b>Services</b>				
<b>5814 Engineering</b>				
Bill	02/01/2024	Invoice...	Half Associates, Inc.	2,783.92
Deposit	02/14/2024		Deposit	-2,783.92
Check	02/15/2024	5417	Half Associates, Inc.	9,277.00
Check	02/15/2024	5417	Half Associates, Inc.	1,433.90
Check	02/15/2024	5417	Half Associates, Inc.	2,783.92
Total 5814 Engineering				13,494.82
<b>5818 Inspections</b>				
Bill	02/01/2024	Invoice...	Finney Code Consultants, LLC	1,350.00
Bill	02/05/2024	Invoice...	Build by I-Codes	2,325.00
Total 5818 Inspections				3,675.00
<b>5826 Municipal Judge</b>				
Check	02/05/2024	Debit	The Law Office of Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00
Total Services				18,219.82
<b>Utilities &amp; Maintenance</b>				
<b>5902 Bldg Maintenance/Supplies</b>				
Check	02/01/2024	Debit	Merit Services	1,632.60
Check	02/14/2024	Debit	Sam's Club	1,031.68
Bill	02/16/2024	Invoice...	Denton Electric, Inc.	6,425.00
Check	02/21/2024	Debit	AED Superstore	2,641.31
Bill	02/26/2024	Invoice...	Commercial Plumbing Specialists	2,546.18
Bill	02/29/2024	Invoice...	Denton Electric, Inc.	1,662.50
Bill	02/29/2024	Invoice...	Betsy Ross Flag Girls, Inc.	2,732.00
Total 5902 Bldg Maintenance/Supplies				18,671.27
<b>5904 Electric</b>				
Check	02/22/2024	Debit	Hudson Energy Services, LLC	2,342.07
Total 5904 Electric				2,342.07
<b>5908 Street Lighting</b>				
Check	02/22/2024	Debit	Hudson Energy Services, LLC	3,903.54
Total 5908 Street Lighting				3,903.54
<b>5910 Telephone</b>				
Check	02/12/2024	Debit	Lumen-CenturyLink	2,318.88
Check	02/12/2024	Debit	CHECKCARD 0123 Microsoft *Offic	8,558.89
Total 5910 Telephone				10,877.77
Total Utilities & Maintenance				35,794.65
Total Expense				520,233.89
Net Ordinary Income				-520,233.89
<b>Net Income</b>				<b>-520,233.89</b>





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276015

**ACCOUNT NAME:** 2020 CERTIFICATES OF OBLIGATIONS

**STATEMENT PERIOD:** 02/01/2024 - 02/29/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4812%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 2/29/24 WAS 1.000166.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
------------------	-------------	---------------------	--------------------	---------

	BEGINNING BALANCE			1,487,984.20
02/29/2024	MONTHLY POSTING	9999888	6,480.11	1,494,464.31
	ENDING BALANCE			1,494,464.31

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	1,487,984.20
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6,480.11
ENDING BALANCE	1,494,464.31
AVERAGE BALANCE	1,487,984.20

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	13,410.82



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:** 02/01/2024 - 02/29/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4812%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 2/29/24 WAS 1.000166.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,316.29
02/29/2024	MONTHLY POSTING	9999888	44.94	10,361.23
	ENDING BALANCE			10,361.23

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,316.29
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	44.94
ENDING BALANCE	10,361.23
AVERAGE BALANCE	10,316.29

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	93.00



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:** 02/01/2024 - 02/29/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4812%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 2/29/24 WAS 1.000166.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			744,972.09
02/28/2024	TRANSFER TO 1668276001	6162400	407,133.81 -	337,838.28
02/29/2024	ACH WITHDRAWAL	6162405	75,611.33 -	262,226.95
02/29/2024	ACH WITHDRAWAL	6162406	204,187.50 -	58,039.45
02/29/2024	MONTHLY POSTING	9999888	3,079.82	61,119.27
	ENDING BALANCE			61,119.27

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	744,972.09
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	686,932.64
TOTAL INTEREST	3,079.82
ENDING BALANCE	61,119.27
AVERAGE BALANCE	707,245.66

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	686,932.64	6,549.44



TOWN OF HICKORY CREEK  
 ATTN KRISTI K ROGERS  
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 HICKORY CREEK TX 75065-7633

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276009

**ACCOUNT NAME:** HARBOR LANE - SYCAMORE BEND

**STATEMENT PERIOD:** 02/01/2024 - 02/29/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4812%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 2/29/24 WAS 1.000166.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			86,567.55
02/29/2024	MONTHLY POSTING	9999888	377.00	86,944.55
	ENDING BALANCE			86,944.55

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	86,567.55
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	377.00
ENDING BALANCE	86,944.55
AVERAGE BALANCE	86,567.55

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	780.20



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:** 02/01/2024 - 02/29/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4812%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 2/29/24 WAS 1.000166.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,558,785.95
02/07/2024	WIRE WITHDRAWAL	6161457	49,475.00 -	10,509,310.95
02/07/2024	WIRE WITHDRAWAL	6161458	50,650.00 -	10,458,660.95
02/07/2024	WIRE WITHDRAWAL	6161460	45,475.00 -	10,413,185.95
02/12/2024	ACH DEPOSIT	6161603	1,000,000.00	11,413,185.95
02/28/2024	TRANSFER FROM 1668276016	6162400	407,133.81	11,820,319.76
02/29/2024	ACH DEPOSIT	6162407	400,000.00	12,220,319.76
02/29/2024	MONTHLY POSTING	9999888	48,367.25	12,268,687.01
	ENDING BALANCE			12,268,687.01

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	10,558,785.95
TOTAL DEPOSITS	1,807,133.81
TOTAL WITHDRAWALS	145,600.00
TOTAL INTEREST	48,367.25
ENDING BALANCE	12,268,687.01
AVERAGE BALANCE	11,105,871.04



**MONTHLY STATEMENT OF ACCOUNT (continued)**

**ACCOUNT:** 1668276001

**ACCOUNT NAME:** INVESTMENT FUND

**STATEMENT PERIOD:** 02/01/2024 - 02/29/2024

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

<b>ACCOUNT NAME</b>	<b>DEPOSITS</b>	<b>WITHDRAWALS</b>	<b>INTEREST</b>
INVESTMENT FUND	1,807,133.81	145,600.00	97,543.52



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: 02/01/2024 - 02/29/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4812%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 2/29/24 WAS 1.000166.

#### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			102,185.82
02/29/2024	MONTHLY POSTING	9999888	445.00	102,630.82
	ENDING BALANCE			102,630.82

#### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	102,185.82
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	445.00
ENDING BALANCE	102,630.82
AVERAGE BALANCE	102,185.82

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	920.89

**Town of Hickory Creek**  
**Balance Sheet**  
 As of March 31, 2024

	<b>Mar 31, 24</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	26,207.92
BOA - Drug Forfeiture	93,879.77
BOA - Drug Seizure	11.18
BOA - General Fund	45,466.03
BOA - Parks and Recreation	68,418.57
BOA - Payroll	260.00
BOA - Police State Training	5,190.06
Logic 2020 CO's	1,501,411.45
Logic Animal Shelter Facility	10,409.37
Logic Coronavirus Recovery Fund	61,403.38
Logic Harbor Ln-Sycamore Bend	87,348.73
Logic Investment Fund	11,995,281.71
Logic Turbeville Road	103,107.91
<b>Total Checking/Savings</b>	13,998,396.08
<b>Accounts Receivable</b>	
Municipal Court Payments	4,638.70
<b>Total Accounts Receivable</b>	4,638.70
<b>Total Current Assets</b>	14,003,034.78
<b>TOTAL ASSETS</b>	<b>14,003,034.78</b>
<b>LIABILITIES &amp; EQUITY</b>	0.00



## Town of Hickory Creek

## Profit &amp; Loss

March 2024

04/03/24

Accrual Basis

	<u>Mar 24</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Ad Valorem Tax Revenue</b>	
4002 M&O	14,094.73
4004 M&O Penalties & Interest	1,216.42
4006 Delinquent M&O	-0.22
4008 I&S Debt Service	8,485.95
4010 I&S Penalties & Interest	611.50
4012 Delinquent I&S	-227.85
<b>Total Ad Valorem Tax Revenue</b>	<u>24,180.53</u>
<b>Building Department Revenue</b>	
4102 Building Permits	50,677.00
4104 Certificate of Occupancy	500.00
4106 Contractor Registration	450.00
4108 Preliminary/Final Plat	850.00
4110 Prelim/Final Site Plan	2,100.00
4112 Health Inspections	460.00
4124 Sign Permits	200.00
4130 Vendor Fee	225.00
<b>Total Building Department Revenue</b>	<u>55,462.00</u>
<b>Franchise Fee Revenue</b>	
4214 Electric	1,329.07
4220 Solid Waste	5,179.03
<b>Total Franchise Fee Revenue</b>	<u>6,508.10</u>
<b>Interest Revenue</b>	
4330 General Fund Interest	4.25
4332 Investment Interest	64,755.36
<b>Total Interest Revenue</b>	<u>64,759.61</u>
<b>Miscellaneous Revenue</b>	
4502 Animal Adoption & Impound	1,260.00
4506 Animal Shelter Donations	41.00
4508 Annual Park Passes	1,090.00
4510 Arrowhead Park Fees	4,530.00
4518 Drug Forfeiture	3,858.54
4526 Mineral Rights	118.47
4530 Other Receivables	818.70
4534 PD State Training	1,610.21
4536 Point Vista Park Fees	935.00
4550 Sycamore Bend Fees	4,620.00
<b>Total Miscellaneous Revenue</b>	<u>18,881.92</u>
<b>Municipal Court Revenue</b>	
4602 Building Security Fund	1,570.91
4604 Citations	48,002.79
4606 Court Technology Fund	1,293.21
4608 Jury Fund	31.63
4610 Truancy Fund	1,581.46
4612 State Court Costs	26,882.17
4614 Child Safety Fee	25.00
<b>Total Municipal Court Revenue</b>	<u>79,387.17</u>
<b>Sales Tax Revenue</b>	
4702 Sales Tax General Fund	160,869.64
4706 Sales Tax 4B Corporation	22,981.38
4708 Sales Tax Mixed Beverage	2,402.16
<b>Total Sales Tax Revenue</b>	<u>186,253.18</u>
<b>Total Income</b>	<u>435,432.51</u>

## Town of Hickory Creek

## Profit &amp; Loss

March 2024

04/03/24

Accrual Basis

	<u>Mar 24</u>
Gross Profit	435,432.51
<b>Expense</b>	
<b>Capital Outlay</b>	
5010 Street Maintenance	4,218.42
5022 Parks and Rec Improvements	5,996.46
5024 Public Safety Improvements	5.00
5026 Fleet Vehicles	7,699.10
5032 Denton County TRIP22	162,825.00
<b>Total Capital Outlay</b>	<u>180,743.98</u>
<b>General Government</b>	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	3,178.91
5208 Copier Rental	299.85
5212 EDC Tax Payment	22,982.38
5218 General Communications	471.00
5222 Office Supplies & Equip.	654.24
5224 Postage	528.71
5226 Community Cause	43.50
5228 Town Council/Board Expense	230.63
5230 Training & Education	75.00
<b>Total General Government</b>	<u>28,479.22</u>
<b>Municipal Court</b>	
5318 Merchant Fees/Credit Cards	881.02
5332 Warrants Collected	-275.54
<b>Total Municipal Court</b>	<u>605.48</u>
<b>Parks and Recreation</b>	
5408 Tanglewood Park	11.66
<b>Total Parks and Recreation</b>	<u>11.66</u>
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	323.59
5434 Harbor Grove	33.52
5436 Point Vista	238.58
5438 Sycamore Bend	321.54
<b>Total Parks Corps of Engineer</b>	<u>917.23</u>
<b>Personnel</b>	
5502 Administration Wages	34,580.72
5504 Municipal Court Wages	6,403.26
5506 Police Wages	83,214.05
5507 Police Overtime Wages	3,942.97
5508 Public Works Wages	19,555.25
5509 Public Works Overtime Wage	59.85
5510 Health Insurance	22,670.15
5514 Payroll Expense	2,780.52
5516 Employment Exams	60.00
5518 Retirement (TMRS)	34,747.99
5522 Workman's Compensation	4,185.00
<b>Total Personnel</b>	<u>212,199.76</u>
<b>Police Department</b>	
5602 Auto Gas & Oil	4,587.47
5606 Auto Maintenance & Repair	4,600.92
5610 Books & Subscriptions	191.00
5612 Computer Hardware/Software	412.04
5614 Crime Lab Analysis	25.85
5626 Office Supplies/Equipment	32.60
5630 Personnel Equipment	1,749.85
5636 Uniforms	875.58

## Town of Hickory Creek

## Profit &amp; Loss

March 2024

04/03/24

Accrual Basis

	<u>Mar 24</u>
5640 Training & Education	242.00
<b>Total Police Department</b>	<b>12,717.31</b>
<b>Public Works Department</b>	
5702 Animal Control Donation	57.61
5708 Animal Control Vet Fees	1,880.10
5710 Auto Gas & Oil	1,685.05
5714 Auto Maintenance/Repair	40.00
5716 Beautification	2,281.74
5718 Computer Hardware/Software	140.04
5724 Equipment Maintenance	1,735.77
5728 Equipment Supplies	295.27
5732 Office Supplies/Equipment	471.97
5734 Communications	442.20
5742 Uniforms	344.74
<b>Total Public Works Department</b>	<b>9,374.49</b>
<b>Services</b>	
5802 Appraisal District	4,128.66
5804 Attorney Fees	15,917.05
5814 Engineering	5,098.20
5816 General Insurance	-841.82
5818 Inspections	5,975.00
5820 Fire Service	242,673.00
5824 Library Services	100.00
5826 Municipal Judge	5.00
5846 Span Transit Services	667.92
<b>Total Services</b>	<b>273,723.01</b>
<b>Utilities &amp; Maintenance</b>	
5902 Bldg Maintenance/Supplies	19,325.43
5904 Electric	2,753.78
5906 Gas	654.55
5908 Street Lighting	4,084.30
5910 Telephone	3,468.92
5912 Water	1,642.43
<b>Total Utilities &amp; Maintenance</b>	<b>31,929.41</b>
<b>Total Expense</b>	<b>750,701.55</b>
<b>Net Ordinary Income</b>	<b>-315,269.04</b>
<b>Net Income</b>	<b>-315,269.04</b>

## Town of Hickory Creek

### Budget vs. Actual Year to Date 50.00%

October 2023 through March 2024

	Oct '23 - Mar 24	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	1,603,985.09	1,664,029.00	96.4%
4004 M&O Penalties & Interest	3,485.35	2,500.00	139.4%
4006 Delinquent M&O	1,798.49	1,000.00	179.8%
4008 I&S Debt Service	796,100.64	836,526.00	95.2%
4010 I&S Penalties & Interest	13,555.35	1,500.00	903.7%
4012 Delinquent I&S	876.09	500.00	175.2%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,419,801.01</b>	<b>2,506,055.00</b>	<b>96.6%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	619,476.54	275,000.00	225.3%
4104 Certificate of Occupancy	5,750.00	6,000.00	95.8%
4106 Contractor Registration	2,250.00	2,500.00	90.0%
4108 Preliminary/Final Plat	1,700.00	0.00	100.0%
4110 Prelim/Final Site Plan	2,100.00	0.00	100.0%
4112 Health Inspections	7,360.00	10,000.00	73.6%
4122 Septic Permits	1,700.00	1,100.00	154.5%
4124 Sign Permits	2,450.00	1,000.00	245.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	1,500.00	0.0%
4130 Vendor Fee	225.00	75.00	300.0%
4132 Alarm Permit Fees	225.00	500.00	45.0%
<b>Total Building Department Revenue</b>	<b>643,236.54</b>	<b>297,875.00</b>	<b>215.9%</b>
<b>Franchise Fee Revenue</b>			
4214 Electric	208,829.00	155,000.00	134.7%
4216 Gas	0.00	90,000.00	0.0%
4218 Telecom	16,388.35	45,000.00	36.4%
4220 Solid Waste	31,091.02	50,000.00	62.2%
<b>Total Franchise Fee Revenue</b>	<b>256,308.37</b>	<b>340,000.00</b>	<b>75.4%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	25.64	25.00	102.6%
4332 Investment Interest	347,614.32	60,000.00	579.4%
<b>Total Interest Revenue</b>	<b>347,639.96</b>	<b>60,025.00</b>	<b>579.2%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	0.00	58,788.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>58,788.00</b>	<b>0.0%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	12,840.78	18,000.00	71.3%
4506 Animal Shelter Donations	291.00	1,000.00	29.1%
4508 Annual Park Passes	24,165.00	30,000.00	80.6%
4510 Arrowhead Park Fees	15,144.00	40,000.00	37.9%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	3,858.54	60,000.00	6.4%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	2,654,385.00	0.0%
4526 Mineral Rights	250.55	1,000.00	25.1%
4530 Other Receivables	58,712.21	75,000.00	78.3%
4534 PD State Training	2,943.33	0.00	100.0%
4536 Point Vista Park Fees	3,026.00	12,000.00	25.2%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	16,149.00	25,000.00	64.6%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
4560 2020 CO Proceeds	0.00	1,100,000.00	0.0%
4562 Coronavirus Local Recovery	0.00	200,000.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%

## Town of Hickory Creek Budget vs. Actual Year to Date 50.00% October 2023 through March 2024

	Oct '23 - Mar 24	Budget	% of Budget
4566 Interlocal Agreements	176,200.00	198,135.00	88.9%
4568 Opiod Settlements	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>313,610.41</b>	<b>4,414,670.00</b>	<b>7.1%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	8,735.06	18,023.00	48.5%
4604 Citations	276,947.28	550,000.00	50.4%
4606 Court Technology Fund	7,201.34	15,936.00	45.2%
4608 Jury Fund	175.46	200.00	87.7%
4610 Truancy Fund	8,772.74	0.00	100.0%
4612 State Court Costs	148,990.53	311,060.00	47.9%
4614 Child Safety Fee	225.00	800.00	28.1%
<b>Total Municipal Court Revenue</b>	<b>451,047.41</b>	<b>896,019.00</b>	<b>50.3%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	1,124,739.02	2,100,000.00	53.6%
4706 Sales Tax 4B Corporation	160,677.01	300,000.00	53.6%
4708 Sales Tax Mixed Beverage	19,081.29	35,000.00	54.5%
4710 Hotel Occupancy Tax	3,847.17	0.00	100.0%
<b>Total Sales Tax Revenue</b>	<b>1,308,344.49</b>	<b>2,435,000.00</b>	<b>53.7%</b>
<b>Total Income</b>	<b>5,739,988.19</b>	<b>11,008,432.00</b>	<b>52.1%</b>
<b>Gross Profit</b>	<b>5,739,988.19</b>	<b>11,008,432.00</b>	<b>52.1%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	5,255.31	25,000.00	21.0%
5012 Streets & Road Improvement	-109,531.27	500,000.00	-21.9%
5022 Parks and Rec Improvements	34,769.56	2,300,000.00	1.5%
5024 Public Safety Improvements	75,616.33	0.00	100.0%
5026 Fleet Vehicles	106,104.25	60,000.00	176.8%
5032 Broadband Initiative	204,187.50	200,000.00	102.1%
5032 Denton County TRIP22	446,265.00	1,100,000.00	40.6%
<b>Total Capital Outlay</b>	<b>762,666.68</b>	<b>4,185,000.00</b>	<b>18.2%</b>
<b>Debt Service</b>			
5110 2015 Refunding Bond Series	46,144.99	316,450.00	14.6%
5112 2015 C.O. Series	51,320.01	271,800.00	18.9%
5114 2020 C.O. Series	50,145.00	254,450.00	19.7%
<b>Total Debt Service</b>	<b>147,610.00</b>	<b>842,700.00</b>	<b>17.5%</b>
<b>General Government</b>			
5202 Bank Service Charges	100.00	200.00	50.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	24,420.61	75,000.00	32.6%
5208 Copier Rental	1,982.64	3,600.00	55.1%
5210 Dues & Memberships	1,069.46	3,500.00	30.6%
5212 EDC Tax Payment	160,682.98	300,000.00	53.6%
5214 Election Expenses	0.00	15,000.00	0.0%
5216 Volunteer/Staff Events	4,343.24	8,000.00	54.3%
5218 General Communications	15,140.37	32,000.00	47.3%
5222 Office Supplies & Equip.	1,260.63	3,000.00	42.0%
5224 Postage	4,245.67	6,200.00	68.5%
5226 Community Cause	413.76	3,000.00	13.8%
5228 Town Council/Board Expense	3,052.56	10,000.00	30.5%
5230 Training & Education	842.01	1,500.00	56.1%
5232 Travel Expense	109.73	2,000.00	5.5%
5234 Staff Uniforms	787.30	800.00	98.4%
5236 Transfer to Reserve	0.00	0.00	0.0%
<b>Total General Government</b>	<b>218,450.96</b>	<b>464,100.00</b>	<b>47.1%</b>
<b>Municipal Court</b>			
5302 Books & Subscriptions	92.03	75.00	122.7%

## Town of Hickory Creek

### Budget vs. Actual Year to Date 50.00%

October 2023 through March 2024

	Oct '23 - Mar 24	Budget	% of Budget
5304 Building Security	4,031.51	18,023.00	22.4%
5312 Court Technology	5,240.60	15,963.00	32.8%
5314 Dues & Memberships	55.00	150.00	36.7%
5318 Merchant Fees/Credit Cards	4,011.41	2,500.00	160.5%
5322 Office Supplies/Equipment	299.60	1,000.00	30.0%
5324 State Court Costs	159,642.12	311,060.00	51.3%
5326 Training & Education	150.00	500.00	30.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-5,787.58	2,500.00	-231.5%
<b>Total Municipal Court</b>	<b>167,734.69</b>	<b>352,271.00</b>	<b>47.6%</b>
<b>Parks and Recreation</b>			
5402 Events	658.75	1,500.00	43.9%
5408 Tanglewood Park	4,070.28	45,000.00	9.0%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	400.00	500.00	80.0%
5416 Town Hall Park	0.00	0.00	0.0%
<b>Total Parks and Recreation</b>	<b>5,329.03</b>	<b>47,500.00</b>	<b>11.2%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	27,068.67	38,500.00	70.3%
5434 Harbor Grove	1,459.26	10,000.00	14.6%
5436 Point Vista	8,472.08	15,000.00	56.5%
5438 Sycamore Bend	35,575.29	43,500.00	81.8%
<b>Total Parks Corps of Engineer</b>	<b>72,575.30</b>	<b>107,000.00</b>	<b>67.8%</b>
<b>Personnel</b>			
5502 Administration Wages	223,598.51	435,826.00	51.3%
5504 Municipal Court Wages	42,300.14	87,736.00	48.2%
5506 Police Wages	553,759.73	1,230,354.00	45.0%
5507 Police Overtime Wages	30,565.21	20,000.00	152.8%
5508 Public Works Wages	127,353.94	275,624.00	46.2%
5509 Public Works Overtime Wage	1,849.25	4,500.00	41.1%
5510 Health Insurance	105,694.68	255,054.00	41.4%
5512 Longevity	14,180.00	13,950.00	101.6%
5514 Payroll Expense	15,823.21	25,000.00	63.3%
5516 Employment Exams	640.00	2,500.00	25.6%
5518 Retirement (TMRS)	149,329.38	316,117.00	47.2%
5520 Unemployment (TWC)	48.68	2,500.00	1.9%
5522 Workman's Compensation	53,186.00	48,996.00	108.6%
<b>Total Personnel</b>	<b>1,318,328.73</b>	<b>2,718,157.00</b>	<b>48.5%</b>
<b>Police Department</b>			
5602 Auto Gas & Oil	28,970.86	37,000.00	78.3%
5606 Auto Maintenance & Repair	62,222.24	25,000.00	248.9%
5610 Books & Subscriptions	571.71	500.00	114.3%
5612 Computer Hardware/Software	54,294.22	75,500.00	71.9%
5614 Crime Lab Analysis	1,086.21	6,500.00	16.7%
5616 Drug Forfeiture	30,630.89	0.00	100.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	879.94	2,000.00	44.0%
5630 Personnel Equipment	29,703.28	40,000.00	74.3%
5634 Travel Expense	570.40	2,000.00	28.5%
5636 Uniforms	8,627.62	10,000.00	86.3%
5640 Training & Education	4,018.40	8,500.00	47.3%
5644 Citizens on Patrol	0.00	250.00	0.0%
5646 Community Outreach	618.13	3,000.00	20.6%
5648 K9 Unit	1,053.15	5,000.00	21.1%
5650 Task Force Forfeiture	0.00	10,000.00	0.0%
<b>Total Police Department</b>	<b>223,247.05</b>	<b>225,750.00</b>	<b>98.9%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	697.61	1,000.00	69.8%
5704 Animal Control Equipment	97.85	1,000.00	9.8%

## Town of Hickory Creek Budget vs. Actual Year to Date 50.00% October 2023 through March 2024

	Oct '23 - Mar 24	Budget	% of Budget
5706 Animal Control Supplies	1,830.90	5,000.00	36.6%
5708 Animal Control Vet Fees	11,808.46	15,000.00	78.7%
5710 Auto Gas & Oil	8,740.42	20,000.00	43.7%
5714 Auto Maintenance/Repair	4,517.08	10,000.00	45.2%
5716 Beautification	15,327.98	150,000.00	10.2%
5718 Computer Hardware/Software	2,845.50	2,000.00	142.3%
5720 Dues & Memberships	369.00	350.00	105.4%
5722 Equipment	205.20	5,000.00	4.1%
5724 Equipment Maintenance	18,177.32	4,000.00	454.4%
5726 Equipment Rental	97.90	1,000.00	9.8%
5728 Equipment Supplies	2,010.65	5,000.00	40.2%
5732 Office Supplies/Equipment	1,353.52	800.00	169.2%
5734 Communications	2,361.02	3,800.00	62.1%
5738 Training	335.00	800.00	41.9%
5740 Travel Expense	28.15	3,000.00	0.9%
5742 Uniforms	1,420.82	2,800.00	50.7%
5748 Landscaping Services	14,682.60	90,000.00	16.3%
<b>Total Public Works Department</b>	<b>86,906.98</b>	<b>320,550.00</b>	<b>27.1%</b>
<b>Services</b>			
5802 Appraisal District	8,257.32	17,500.00	47.2%
5804 Attorney Fees	28,363.80	60,000.00	47.3%
5806 Audit	15,500.00	15,000.00	103.3%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	66,829.13	175,000.00	38.2%
5816 General Insurance	51,906.86	50,276.00	103.2%
5818 Inspections	32,370.00	32,500.00	99.6%
5820 Fire Service	728,019.00	970,692.00	75.0%
5822 Legal Notices/Advertising	153.82	4,000.00	3.8%
5824 Library Services	604.50	1,200.00	50.4%
5826 Municipal Judge	6,825.00	13,800.00	49.5%
5828 Printing	652.93	2,500.00	26.1%
5830 Tax Collection	2,979.00	3,000.00	99.3%
5832 Computer Technical Support	44,615.46	45,000.00	99.1%
5838 DCCAC	0.00	7,228.00	0.0%
5840 Denton County Dispatch	0.00	38,508.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	1,437.04	5,000.00	28.7%
5848 Recording Fees	35.50	750.00	4.7%
<b>Total Services</b>	<b>988,549.36</b>	<b>1,444,904.00</b>	<b>68.4%</b>
<b>Special Events</b>			
6012 Special Events	7,884.93	30,000.00	26.3%
<b>Total Special Events</b>	<b>7,884.93</b>	<b>30,000.00</b>	<b>26.3%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	81,412.63	150,000.00	54.3%
5904 Electric	14,577.47	27,000.00	54.0%
5906 Gas	1,793.55	2,500.00	71.7%
5908 Street Lighting	24,414.49	40,000.00	61.0%
5910 Telephone	30,660.86	35,000.00	87.6%
5912 Water	16,057.28	16,000.00	100.4%
<b>Total Utilities &amp; Maintenance</b>	<b>168,916.28</b>	<b>270,500.00</b>	<b>62.4%</b>
<b>Total Expense</b>	<b>4,168,199.99</b>	<b>11,008,432.00</b>	<b>37.9%</b>
<b>Net Ordinary Income</b>	<b>1,571,788.20</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>1,571,788.20</b>	<b>0.00</b>	<b>100.0%</b>

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**March 2024**

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5010 Street Maintenance</b>				
Bill	03/06/2024	Invoice...	Kinloch Equipment & Supply	3,850.00
Total 5010 Street Maintenance				3,850.00
<b>5022 Parks and Rec Improvements</b>				
Check	03/01/2024	Debit	Moore Supply	1,535.91
Bill	03/06/2024	Invoice...	Trench King LLC	2,794.00
Bill	03/25/2024	Invoice...	Half Associates, Inc.	1,666.55
Total 5022 Parks and Rec Improvements				5,996.46
<b>5024 Public Safety Improvements</b>				
Deposit	03/11/2024		Deposit	-75,611.33
Check	03/19/2024	Debit	L.C.M.U.A.	75,611.33
Total 5024 Public Safety Improvements				0.00
<b>5026 Fleet Vehicles</b>				
Bill	03/11/2024	Invoice...	Applied Concepts	3,423.50
Check	03/20/2024	Debit	Enterprise Fleet Management	4,275.60
Total 5026 Fleet Vehicles				7,699.10
Total Capital Outlay				17,545.56
<b>General Government</b>				
<b>5206 Computer Hardware/Software</b>				
Check	03/19/2024	Debit	Intuit Quickbooks	2,935.00
Total 5206 Computer Hardware/Software				2,935.00
<b>5212 EDC Tax Payment</b>				
Check	03/14/2024		Hickory Creek Economic Development	22,981.38
Total 5212 EDC Tax Payment				22,981.38
Total General Government				25,916.38
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	03/04/2024	Debit	Renaissance Life & Health Insurance	1,277.27
Check	03/20/2024	Debit	Cigna	21,055.77
Total 5510 Health Insurance				22,333.04
<b>5518 Retirement (TMRS)</b>				
Check	03/01/2024	Debit	TMRS	34,747.99
Total 5518 Retirement (TMRS)				34,747.99
<b>5522 Workman's Compensation</b>				
Check	03/19/2024		TMLIRP	4,180.00
Total 5522 Workman's Compensation				4,180.00
Total Personnel				61,261.03
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	03/27/2024	Debit	WEX Bank	4,587.47
Total 5602 Auto Gas & Oil				4,587.47
<b>5606 Auto Maintenance &amp; Repair</b>				
Bill	03/06/2024	R.O.# ...	Christian Brothers Automotive	1,218.91
Bill	03/21/2024	R.O.# ...	Christian Brothers Automotive	1,532.48



## Town of Hickory Creek Expenditures over \$1,000.00 March 2024

Type	Date	Num	Name	Amount
			Total 5606 Auto Maintenance & Repair	2,751.39
			<b>5630 Personnel Equipment</b>	
Check	03/25/2024	Debit	Traffic Safety Store	1,678.27
			Total 5630 Personnel Equipment	1,678.27
			Total Police Department	9,017.13
			<b>Public Works Department</b>	
			<b>5710 Auto Gas &amp; Oil</b>	
Check	03/27/2024	Debit	WEX Bank	1,685.05
			Total 5710 Auto Gas & Oil	1,685.05
			<b>5716 Beautification</b>	
Bill	03/06/2024	Order ...	FORSITE	2,281.74
			Total 5716 Beautification	2,281.74
			<b>5724 Equipment Maintenance</b>	
Bill	03/21/2024	Invoice...	Altec Industries, Inc.	1,425.33
			Total 5724 Equipment Maintenance	1,425.33
			Total Public Works Department	5,392.12
			<b>Services</b>	
			<b>5802 Appraisal District</b>	
Bill	03/06/2024	Invoice...	DCAD	4,128.66
			Total 5802 Appraisal District	4,128.66
			<b>5804 Attorney Fees</b>	
Bill	03/21/2024	Accou...	Hayes, Berry, White & Vanzant	15,362.05
			Total 5804 Attorney Fees	15,362.05
			<b>5814 Engineering</b>	
Bill	03/21/2024	Invoice...	Half Associates, Inc.	2,221.07
Bill	03/21/2024	Invoice...	Half Associates, Inc.	2,877.13
			Total 5814 Engineering	5,098.20
			<b>5818 Inspections</b>	
Bill	03/04/2024	Invoice...	Build by I-Codes	5,040.00
			Total 5818 Inspections	5,040.00
			<b>5820 Fire Service</b>	
Bill	03/06/2024	Invoice...	City of Corinth	242,673.00
			Total 5820 Fire Service	242,673.00
			Total Services	272,301.91
			<b>Utilities &amp; Maintenance</b>	
			<b>5902 Bldg Maintenance/Supplies</b>	
Bill	03/25/2024	Invoice...	Danns Construction Services	16,800.00
			Total 5902 Bldg Maintenance/Supplies	16,800.00
			<b>5904 Electric</b>	
Check	03/25/2024	Debit	Hudson Energy Services, LLC	2,753.78
			Total 5904 Electric	2,753.78
			<b>5908 Street Lighting</b>	
Check	03/25/2024	Debit	Hudson Energy Services, LLC	3,885.64
			Total 5908 Street Lighting	3,885.64
			<b>5910 Telephone</b>	

12:52 PM

04/03/24

Accrual Basis

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**March 2024**

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Check	03/01/2024	Debit	Lumen-CenturyLink	2,318.88
Total 5910 Telephone				2,318.88
Total Utilities & Maintenance				25,758.30
Total Expense				417,192.43
Net Ordinary Income				-417,192.43
<b>Net Income</b>				<b>-417,192.43</b>



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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276015

**ACCOUNT NAME:** 2020 CERTIFICATES OF OBLIGATIONS

**STATEMENT PERIOD:** 03/01/2024 - 03/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4733%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 3/28/24 WAS 0.999780.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			1,494,464.31
03/28/2024	MONTHLY POSTING	9999888	6,947.14	1,501,411.45
	ENDING BALANCE			1,501,411.45

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	1,494,464.31
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6,947.14
ENDING BALANCE	1,501,411.45
AVERAGE BALANCE	1,494,464.31

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	20,357.96



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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276007

**ACCOUNT NAME:** ANIMAL SHELTER FACILITY

**STATEMENT PERIOD:** 03/01/2024 - 03/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4733%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 3/28/24 WAS 0.999780.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			10,361.23
03/28/2024	MONTHLY POSTING	9999888	48.14	10,409.37
	ENDING BALANCE			10,409.37

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	10,361.23
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	48.14
ENDING BALANCE	10,409.37
AVERAGE BALANCE	10,361.23

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	141.14



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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276016

**ACCOUNT NAME:** CORONAVIRUS LOCAL RECOVERY FUNDS

**STATEMENT PERIOD:** 03/01/2024 - 03/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4733%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 3/28/24 WAS 0.999780.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			61,119.27
03/28/2024	MONTHLY POSTING	9999888	284.11	61,403.38
	ENDING BALANCE			61,403.38

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	61,119.27
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	284.11
ENDING BALANCE	61,403.38
AVERAGE BALANCE	61,119.27

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	686,932.64	6,833.55



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

### MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276009

**ACCOUNT NAME:** HARBOR LANE - SYCAMORE BEND

**STATEMENT PERIOD:** 03/01/2024 - 03/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4733%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 3/28/24 WAS 0.999780.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE

	BEGINNING BALANCE			86,944.55
03/28/2024	MONTHLY POSTING	9999888	404.18	87,348.73
	ENDING BALANCE			87,348.73

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	86,944.55
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	404.18
ENDING BALANCE	87,348.73
AVERAGE BALANCE	86,944.55

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	1,184.38



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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276001

**ACCOUNT NAME:** INVESTMENT FUND

**STATEMENT PERIOD:** 03/01/2024 - 03/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4733%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 3/28/24 WAS 0.999780.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			12,268,687.01
03/19/2024	ACH WITHDRAWAL	6163071	100,000.00 -	12,168,687.01
03/25/2024	ACH WITHDRAWAL	6163270	230,000.00 -	11,938,687.01
03/28/2024	MONTHLY POSTING	9999888	56,594.70	11,995,281.71
	ENDING BALANCE			11,995,281.71

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	12,268,687.01
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	330,000.00
TOTAL INTEREST	56,594.70
ENDING BALANCE	11,995,281.71
AVERAGE BALANCE	12,174,816.04

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,807,133.81	475,600.00	154,138.22



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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276002

**ACCOUNT NAME:** TURBEVILLE RD IMPROVEMENT FUND

**STATEMENT PERIOD:** 03/01/2024 - 03/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4733%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 3/28/24 WAS 0.999780.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
------------------	-------------	---------------------	--------------------	---------

	BEGINNING BALANCE			102,630.82
03/28/2024	MONTHLY POSTING	9999888	477.09	103,107.91
	ENDING BALANCE			103,107.91

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	102,630.82
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	477.09
ENDING BALANCE	103,107.91
AVERAGE BALANCE	102,630.82

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,397.98





## **AGENDA INFORMATION SHEET**

**MEETING DATE:** April 8, 2024

**AGENDA ITEM:** Consider and act on the 2024 LDISD Hickory Creek Female Athlete of the Year.

**SUMMARY:** Lake Dallas High School recommends Abby Kell.



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** April 8, 2024

**AGENDA ITEM:** Consider and act on the 2024 LDISD Hickory Creek Male Athlete of the Year.

**SUMMARY:** Lake Dallas High School recommends Humphrey Kakuba.



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** April 8, 2024

**AGENDA ITEM:** Consider and act on the 2024 LDISD Hickory Creek Scholar of the Year.

**SUMMARY:** Lake Dallas High School recommends Alexis Mabbun.

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2024-0408-\_\_**

**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 8<sup>th</sup> of April, 2024.

---

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

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, 2023, and end on September 30, 2024. 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 NINE THOUSAND EIGHT HUNDRED EIGHTY FIVE DOLLARS (\$129,885.00) annually on November 1<sup>st</sup> 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 as of October 1, 2023 ("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.

q. Prior Agreement Superseded. This Agreement supersedes the Interlocal Cooperation Agreement for Animal Services between the Parties effectively dated October 19, 2023.

(Signatures on Following Pages)

SIGNED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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 \_\_\_\_\_ day of April, 2024.

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. 2024-0408-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS, AND WATERTOYZ, LLC. CONCERNING ISSUANCE OF LICENSE TO UTILIZE THE TOWN’S BOAT RAMP AND DOCK; 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 Watertoyz, LLC (hereinafter the "Agreement") for the issuance of a license to use the Town’s park according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

**WHEREAS**, the Town Council finds that

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

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor’s execution of the same on behalf of the Town of Hickory Creek is hereby ratified.

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

**Section 1:** That the Agreement attached hereto as Exhibit A is hereby ratified.

**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 8<sup>th</sup> of April, 2024.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (the “Agreement”) is made and entered into effective as of the 1<sup>st</sup> day of March, 2024, by and between the **Town of Hickory Creek**, a Texas Type-A municipality (the “Town”) and **WATERTOYZ, LLC**, a Texas Limited Liability Company operating with EIN #82-5039899 (“Operator;” and collectively the “Parties”).

### **WITNESSETH:**

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

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

**WHEREAS**, this Agreement provides for the operation of Operator’s rental watercrafts only to customers with prior paid reservations; and

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

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

### **I.**

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

- 1.1 Obtain a permit related to the commercial use of boat ramps and docks and payment of any applicable fees in the amount of \$15,000.00 for a maximum of 4 vessels and 4 jet skis.
- 1.2 Prior to issuance of the permit, provide the Town with a certificate of insurance showing commercial liability insurance coverage with a minimum of \$1 million liability coverage and naming the Town as an additional insured (the “Coverage”).
- 1.3 Maintain the Coverage for the duration of the Term.
- 1.4 Provide business name, Federal Tax Identification Number, State Tax Identification Number, business address, and business phone numbers to the Town. Any changes to this information must be provided to the Town within 5 business days.
- 1.5 Provide 24-hour emergency contact information to the Town.
- 1.6 WaterToyz, LLC. shall be allowed to conduct operations in Arrowhead Park only.



- 1.7 Conduct operations during posted park hours only. There shall be no overnight storage of vehicles or equipment in the park, on its grounds, or on adjacent waters.
- 1.8 Dry dock all rental equipment at bank. There shall be no staging at courtesy dock before rental client's arrival.
- 1.9 Tie to courtesy dock for no more than fifteen (15) minutes to load customers' personal supplies.
- 1.10 Communicate any and all operations instructions to clients while dry docked or during the initial rental transaction.
- 1.11 Not set up business operations in the park or on its grounds, other than the storage and delivery of rental equipment described above.
- 1.12 Not allow more than one piece of rental equipment to be tied to courtesy dock at any given time.
- 1.13 Not distribute passes to individuals, but instead require each individual vehicle to purchase a day use or annual pass.
- 1.14 Space between 30 to 60 minutes from the end of a rental to beginning of new rental.
- 1.15 Comply with all provisions of the Town of Hickory Creek's Code of Ordinances, and other rules or regulations adopted by the Town.

## **II. Term**

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

## **III. Governmental Immunity**

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

## **IV. General Provisions**

- 4.1 **Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

- 4.2 **Choice of Law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Denton County, Texas, United States of America.
- 4.3 **Authority to enter into Agreement.** Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Operator represents that he or she is authorized to sign on behalf of Operator and Agrees to provide proof of such authorized to the Town upon request.
- 4.4 **Agreement read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 4.5 **Notice.** All notices and documents required herein shall be sent and provided to the Parties at the contact information listed below.

**OPERATOR:** 388 Crockett Dr. Lewisville, Texas  
75057 Attn.: Gabriel G. Angeli  
214-923-0710 (cell)  
watertoyztx@gmail.com

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

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

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

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

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

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

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

**IN WITNESS, WHEREOF, the Parties enter into this Agreement on the 1<sup>st</sup> day of March, 2024.**

**[signature page to follow]**

**WATERTOYZ, LLC**

By: \_\_\_\_\_  
Gabriel G. Angeli, Managing Member

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

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

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**TOWN OF HICKORY CREEK, TEXAS**

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

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

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

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2024-0408-\_\_**

**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 DENTON COUNTY, TEXAS CONCERNING DISPATCH 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 Denton County, Texas (hereinafter the "Agreement") for dispatch 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 8<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
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



5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services,



or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
  - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
  - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
  - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
  - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
  - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "B"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "A"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

<b>Exhibit A</b>	<b>Agency Payment Worksheet</b>
<b>Exhibit B</b>	<b>TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT</b>

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Hickory Creek Police Department
Contact Person	Chief Carey Dunn
Address	1075 Ronald Reagan Ave.
City, State, Zip	Hickory Creek, TX 75065
Telephone	940-497-3520
Email	<a href="mailto:carey.dunn@hickorycreek-tx.gov">carey.dunn@hickorycreek-tx.gov</a>

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

**DENTON COUNTY, TEXAS**

**AGENCY**

\_\_\_\_\_  
Andy Eads, County Judge  
Denton County Commissioners Court  
1 Courthouse Drive, Ste 3100  
Denton, Texas 76208  
(940)349-2820

\_\_\_\_\_  
Lynn C. Clark, Mayor  
\_\_\_\_\_  
Town of Hickory Creek  
\_\_\_\_\_  
1075 Ronald Reagan Ave.  
\_\_\_\_\_  
Hickory Creek, TX 75065  
\_\_\_\_\_  
940-497-2528

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

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

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

Approved as to content:

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

\_\_\_\_\_  
Carey Dunn, Chief of Police

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

\_\_\_\_\_  
Attorney for Agency

**Exhibit A**

**2024-25 Budget Year**  
**Denton County Sheriff's Office**  
**911 Dispatch Agreement**  
**Agency Payment Worksheet / Invoice**

<b>Agency:</b>	<b>Hickory Creek Police Department</b>
Payment Contact Person:	Chief Dunn and/or Kristi K. Rogers, Town Secretary/Accounting
Phone Number:	940-497-2528
Email:	<a href="mailto:carey.dunn@hickorycreek-tx.gov">carey.dunn@hickorycreek-tx.gov</a> or <a href="mailto:Kristi.rogers@hickorycreek-tx.gov">Kristi.rogers@hickorycreek-tx.gov</a>
Address:	1075 Ronald Reagan Ave.
City, State, Zip	Hickory Creek, TX 75065
<b>AGENCY TOTAL AMOUNT DUE</b>	<b>\$45,183.00</b>

**Agency Should Include this Worksheet with Each Payment Sent to Denton County.**

Make checks payable to:	<b>Denton County</b>
Mail payments to:	<b>911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205</b>

Payment Plan Options	1	One Annual Payment (100%)
	2	Two Payments (50%)
	3	Four Payments (25%)
	4	Twelve Monthly Payments
	5	Other Payment Option

**Agency MUST  
Select One  
Payment Option**

**Exhibit B**

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)**  
**NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2024-2025**

Twenty-Four Hour Terminal Agency	<b>DENTON COUNTY SHERIFF'S OFFICE</b>
Non Twenty-Four Hour Terminal Agency	<b>Town of Hickory Creek Police Department</b>

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

**DENTON COUNTY SHERIFF'S OFFICE**

**AGENCY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: **Tracy Murphree**

By: **Carey Dunn**

Title: **Denton County Sheriff**

Title: **Hickory Creek Chief of Police**

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

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2024-0408- \_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT FOR USPS POSTAGE METER AND POSTAL SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND QUADIENNT AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a proposed renewal agreement by and between the Town of Hickory Creek, Texas and Quadiennt (hereinafter the “Agreement”), for USPS postage meter and postage services, 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 8<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
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





# Quadi<sup>7</sup>ent Proposal for TOWN OF HICKORY CREEK

**Prepared for:**

Kristi Rogers

[kristi.rogers@hickorycreek-tx.gov](mailto:kristi.rogers@hickorycreek-tx.gov)

TOWN OF HICKORY CREEK

**Prepared by:**

Elizabeth Karl

[E.Karl@quadi<sup>7</sup>ent.com](mailto:E.Karl@quadi<sup>7</sup>ent.com)

203-301-3701 Ext. 13701

Quadi<sup>7</sup>ent, Inc.



## Overview

Dear Kristi Rogers,

This exclusive offer includes the **iX-1** postage meter, maintenance, and rate change protection for only **\$22.95** per month.

The **iX-1 Postage Meter** features:

- User friendly navigation and a Rate Wizard that simplifies rate selection and ensures postage accuracy every time.
- An IMI (Intelligent Mail Indicia) compliant postage meter
- A 10lb. integrated scale and large display
- Convenient ATM-style postage downloads with High speed internet connection
- Up to 2,000 impressions per ink cartridge with Low Ink E-mail Alerts for efficient planning
- Convenient access to postal and department usage on Myquadi<sup>ent</sup> for reporting at your fingertips
- Automated USPS<sup>®</sup> Rate Change updates

[Click here to learn more about the iX-1 Postage Meter today!](#)

We appreciate your business!

Sincerely,

Elizabeth Karl

E.Karl@quadi<sup>ent</sup>.com

203-301-3701 Ext. 13701

**\*\*\* Please Note: This meter connects through a high-speed digital connection for postage downloads and rate change and software updates.**

**Any changes, addition, or modifications to the agreement must be accompanied by the signers initials.**

**If the address or company name on the form needs to be adjusted, please contact me before you sign and I will send you an updated copy. \*\*\***

### **Statement of Confidentiality**

This proposal and supporting materials contain confidential and proprietary business information of Quadi<sup>ent</sup>, Inc. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



# Postage Meter Rental Agreement

Product: Quadiant IX1

Offer Includes
Products: 10 lb Scale
Service Products: Depot Maintenance , Rate Change Protection
EasyLink: <input type="checkbox"/> (Quadiant Postage Funding and LAN required)
Billing Information
Billing CSN#: 60942231
Company Name: TOWN OF HICKORY CREEK
DBA:
Address: 1075 Ronald Reagan Ave HICKORY CREEK, TX 75065
Contact: Kristi Rogers
Email: kristi.rogers@hickorycreek-tx.gov
Phone: (940) 279-7060 Fax:
Office#: 2270 - Neopost Dallas Main Post Office / Mail Drop:
Post Office ZIP Code:
Agreement Information
Date Sent: 2/28/2024
<b>Offer Valid Until:</b>
Replaces Meter S/N: 14815620

Payment Information and Schedule
Billing Frequency: Quarterly
Monthly Payment: \$22.95 (Plus applicable taxes) Shipping and handling: \$19.99
Number of Months: 36
Installation Address
Company Name: TOWN OF HICKORY CREEK
Address: 1075 Ronald Reagan Ave HICKORY CREEK, TX 75065
Contact: Kristi Rogers
Email: kristi.rogers@hickorycreek-tx.gov
Phone: (940) 279-7060 Fax:
Office#: 2270 - Neopost Dallas Main Post Office / Mail Drop Off:
Post Office ZIP Code:
Postage Meter Funding
Postage Funding Option: Quadiant Postage Funding
Use my POC/TMS Account #: <input checked="" type="checkbox"/>
My POC/TMS Account#: 8056107

Existing customers who currently fund the Postage account by ACH Debit will not be converted to a Postage Funding Account unless initialed here:

## Approval & Terms

Guided by Quadiant, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more information visit <https://www.quadiant.com/about-us/sustainable-design-and-manufacturing>.

This document consists of a Postage Meter Rental Agreement and an Online Services and Software Agreement with Quadiant, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Rental-Terms-V11-2023), which are also available at <https://quadiantterms.com/Rental-Terms-V11-2023>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Name:

Title:

Date:

Authorized Signature:

iX-1



Mailing Systems

**The complete and compliant  
choice for small or home office**



**BACKED BY  
THE EXPERTS**  
Gartner, IDC,  
Forrester, and Aspire



**EXPERIENCE**  
A rich history  
of world-class  
leadership



**PROVEN RESULTS**  
97% customer  
satisfaction  
rate



**EXPERTISE**  
7 trillion  
personalized  
experiences annually



# Are you ready for decertification?

On December 31, 2024, the USPS® plans to discontinue all postage meters that are not IMI (Intelligent Mail Indicia) compliant.



OUTGOING: IBI indicia example



NEW: IMI indicia example

The iX-1 postage meter with its new sleek design and user-friendly interface is fully IMI compliant and USPS® approved.

- Meet USPS® requirements
- Enhance security and ensure postage accuracy
- Avoid interrupted mail service

Mailers are encouraged to adopt new machines by June 2024 in order to not miss the deadline.



Quadient's iX-1 Series postage meter combines mail and parcel processing into one easy solution. With a full set of standard features and innovative apps, nothing delivers like the iX-1.

## IMI printing technology

Perfect for your small business or home office, Quadient's iX-1 has Intelligent Mail Indicia (IMI) printing technology, soon to be a mandatory requirement of the USPS®. While most postage meters today generate IBI (Information-Based Indicia), IMI technology offers enhanced security and increased postage accuracy.

## Take the guesswork out of postage

With a standard 10 lb. scale, the iX-1 can automatically weigh and calculate postage values guaranteeing you pay the correct amount for every item you send, every time. Never guess the price or overpay for postage again.

## Avoid time-consuming trips to the post office

Process mail and parcels from the convenience of your office. Access over 50 USPS® rates and services including First-Class Mail®, Priority Mail® and Certified Mail™. With an iX-1, you will receive timely USPS® rate updates and be able to print postage 24/7.

## Personalize your mail

Increase open rates and help promote your business with ad slogans, custom text messages and company logos with just the click of a few buttons.

## Streamline shipping processes with Neoship ADVANCED

Quadient's online shipping software enables multi-carrier shipping and so much more. Automatically compare rates across USPS®, FedEx® or UPS®\* to find the lowest cost or fastest delivery time to get your parcels to their final destination. The single screen interface is easy to use, saves you time, and makes rate shopping a breeze. Neoship meets the latest USPS® IM®pb (Intelligent Mail® package barcode) requirements. Also receive the following benefits:

- Qualify for discounted postage rates with Commercial Base Pricing
- Get FREE address correction services
- Access FREE insurance - Priority Mail® (up to \$100 value) and Priority Mail Express™ (up to \$100 value)
- Generate detailed reports based on shipment history/operator shipments/transactions



# Powerful performance in a compact design

Detachable 10 lb. scale



Rate Wizard

Shortcut keys

## Greater weighing capacity for mail and parcels

The iX-1 is equipped with a 10-pound scale that may be removed to accurately weigh larger items. Weigh a wide range of mail, including letters, flats, small parcels and more. From postcards to packages, this scale handles it all.

## Rate Wizard simplifies postage rate selection

The Rate Wizard simplifies the process of selecting the correct postal rate and class for your items. With clear step-by-step instructions, the selection process has never been easier.

## Eliminate keystrokes with shortcut keys

Shortcut keys are easy to program and save time enabling you to create one-touch access to your most frequently used rates and services. Choose the most commonly used postal rates as well as customize and save the settings for your most frequent jobs.

## Easy set up

The iX-1 postage meter comes with a quick assembly guide and “how-to-use” video tutorials to get you up and running in no time. Connect to any network through a high-speed LAN connection. Enjoy fast, automated statistic uploads, postage rate updates, and postage refills.

## Do more with a complimentary Myquadiant account

This online portal helps you manage your postage account. Track postage usage, buy supplies, view and pay Quadiant invoices right from your browser. Myquadiant provides quick answers and the convenience of a one stop shop for all your postage needs.

## The perfect addition to your small business

With its innovative design and amazing standard features, the iX-1 is the simple yet powerful choice to handle the mail processing and shipping needs of your small business or home office. Contact a Quadiant mailing expert to learn more about the iX-1.



## SPECIFICATIONS

Processing speed	Up to 18 letters per minute (lpm)
Envelope minimum	3.5" x 5"
Envelope maximum	12" x 15"
Envelope thickness	5/16"
Feeding capability	Manual
Envelope orientation	Landscape or portrait
Default rate settings	Standard
Postage meter tapes	Standard
Rate Wizard	Standard
Rate shortcut keys	6
Job imprint memories	9
Weighing platform (integrated)	10 lb. standard. Can be removed for larger packages
Ad slogans	8
Personalized text messages	10 custom
Postal mail class inscriptions	Automatic
Incoming mail date stamp	Standard
4-digit PIN code	Yes, up to 10 with optional account upgrade
Account tracking	1 account standard; 5 to 10 available
Online postage usage reporting	Standard
Connectivity	LAN Standard
Low ink email alerts	Standard

## OPTIONS

Neoship	Available
Neoship ADVANCED (multi-carrier)	Available
Quadient Postage Funding	Available
Neostats	Available
USB memory key	Available
External USB printer	Available
Connectivity/Wireless	Available

## SYSTEM DIMENSIONS

### Length x Depth x Height

iX-1	12.6" x 8.7" x 8.5"
iX-1 with integrated scale	8.6 lbs.

\*Rate comparison is between the USPS® and FedEx®. UPS® is not included in comparison. UPS® rates, may be viewed separately.



## WE'VE GOT YOU COVERED

Quadient maintains a network of offices across the country to provide local customer support and trained technicians who are ready to assist you. You can be confident that when you need knowledgeable support or expert service, the point-of-contact will be a Quadient office in your area consisting of a team of local professionals.

**quadient**  
Because connections matter.

## About Quadient®

Quadient is the driving force behind the world's most meaningful customer experiences. By focusing on Intelligent Communication Automation, Parcel Locker Solutions and Mail-Related Solutions, Quadient helps hundreds of thousands of customers worldwide simplify the connection between people and what matters. For more information about our mail-related solutions, visit [mail.quadient.com](http://mail.quadient.com).

Quadient® and the Quadient logo are registered trademarks of Quadient group AG. All other company and product names may be trademarks and are the property of their respective owners. All information in this document, including descriptions of features, functions, performance and specifications is subject to change without written notice at any time. [www.quadient.com](http://www.quadient.com)

## Ink Supply Management Simplified



Your postage meter is smarter than you think. It can even order ink cartridges for you at exactly the right time. As a result, there's no need to:

- Closely monitor the ink level in your mailing system
- Ensure orders are placed early enough to avoid running out of ink and disrupting your mail flow
- Take time out of your schedule to call or go online to order ink
- Communicate with company purchasing staff to request an ink order

It's actually as simple as it sounds. Just leave your meter connected to your local area network. When the ink level reaches 20%, your meter alerts Quadi<sup>ent</sup> that you'll need a replacement cartridge soon. Quadi<sup>ent</sup> will promptly ship you a new ink cartridge so that it arrives before your system runs out of ink.

You'll also get notification emails when each ink order is created and when each replacement cartridge ships.

Best of all, your ink orders are charged to your Postage Funding account, so you'll get a single bill for both the postage you download and the ink cartridges you buy.

There's no fees of any kind, and you can opt out whenever you want.

 **EasyInk**  
by Quadi<sup>ent</sup>



**EXPERIENCE**  
A rich history of  
world-class leadership



**PROVEN RESULTS**  
96% customer  
satisfaction rate



**EXPERTISE**  
8 billion personalized  
experiences annually



**BACKED BY THE EXPERTS**  
Gartner, Forrester,  
and Aspire



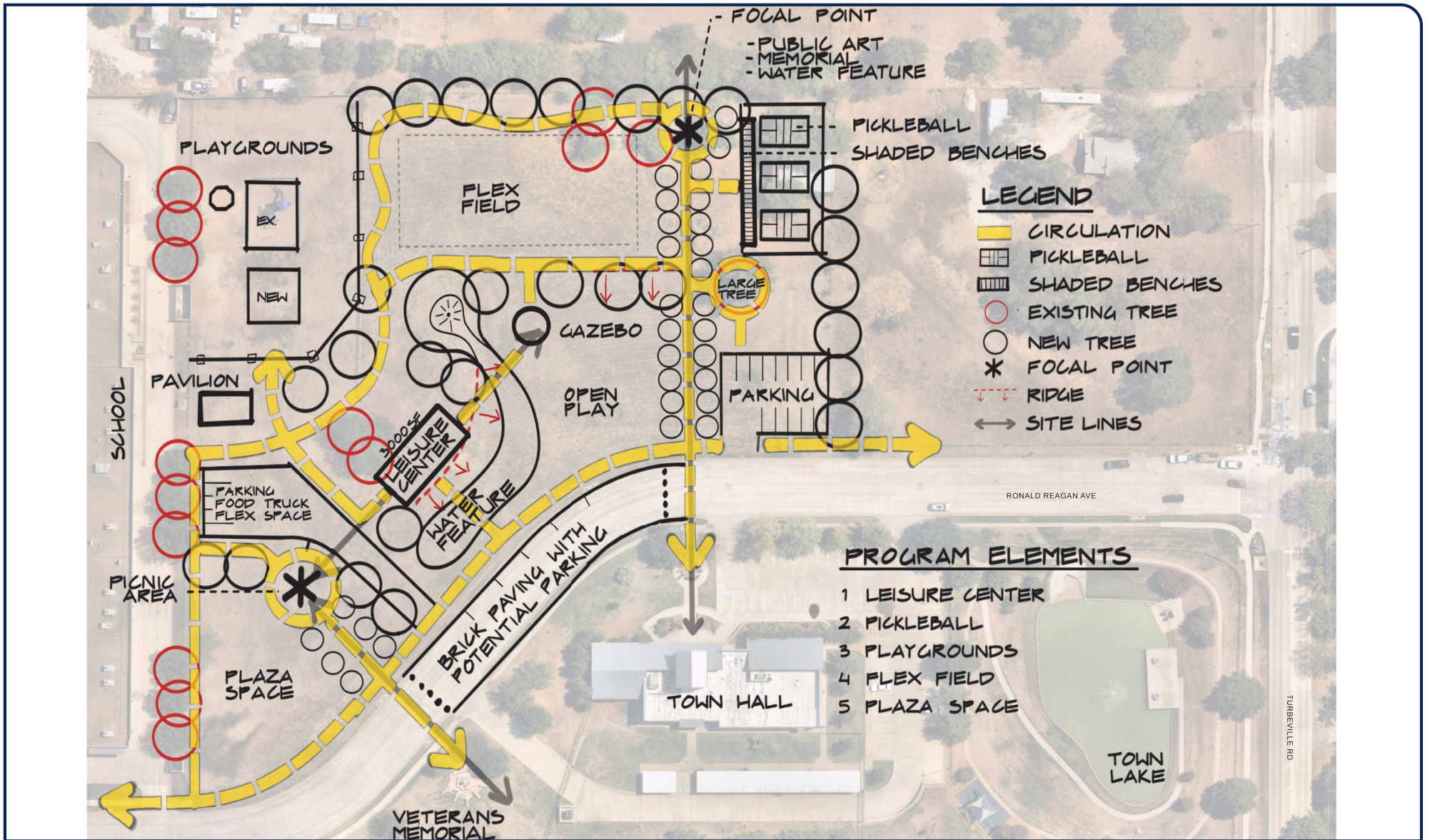
## HICKORY CREEK LEISURE CENTER OPINION OF PROBABLE CONSTRUCTION COST

Half Associates  
2/6/2024

BASE BID					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	PRICE PER UNIT	AMOUNT
<b>SITE PREPERATION - BASE BID</b>					
1	Removal of Existing Ronald Reagan	SF	20,000	\$4.00	\$80,000.00
2	Removal of Ronald Reagan Concrete Curb and Gutter	LF	777	\$10.00	\$7,770.00
3	Remove existitng structures & fencing	LS	1	\$10,000.00	\$10,000.00
4	Find, locate and abandon existing utilities	LS	1	\$10,000.00	\$10,000.00
5	Site Prep	AC	7	\$5,000.00	\$35,000.00
6	Unspecified/Unknown miscellaneous conditons	AL	1	\$25,000.00	\$25,000.00
<b>SITE IMPROVEMENTS - BASE BID</b>					
1	Concrete Parking Lot with Curbs and Driveways	SF	16,700	\$12.00	\$200,400.00
2	Concrete Sidewalk/Trail	SF	27,200	\$8.00	\$217,600.00
4	Parking Lot Striping (includes aisles and symbols)	LS	1	\$3,000.00	\$3,000.00
5	Parking Lot Signage	EA	2	\$1,200.00	\$2,400.00
6	Pickleball Court	EA	3	\$55,000.00	\$165,000.00
7	Leisure Center - 3000sf	SF	3,000	\$400.00	\$1,200,000.00
9	Fencing - School Playground Buffer	LF	325	\$25.00	\$8,125.00
10	Playground Improvements	LS	1	\$200,000.00	\$200,000.00
11	Water Feature	LS	1	\$250,000.00	\$250,000.00
12	Gazebo 16'x16'	EA	1	\$45,000.00	\$45,000.00
13	Picnic Tables	EA	6	\$4,500.00	\$27,000.00
14	Benches	EA	12	\$2,000.00	\$24,000.00
15	Public Art Piece	LS	1	\$50,000.00	\$50,000.00
17	Artificial Turf (magnoliaturf.com)	SF	2,664	\$8.00	\$21,312.00
18	Decomposed Granite - 6" Depth	SF	5,790	\$4.00	\$23,160.00
19	Shade Structure - 20'x20' Wood Material	EA	6	\$74,000.00	\$444,000.00
20	Outdoor Classroom	EA	1	\$200,000.00	\$200,000.00
21	Stage With Overhead Structure	EA	1	\$250,000.00	\$250,000.00
22	Decorative Paving on Ronald Regan - Connection Between Park and City Hall	SF	20,000	\$24.00	\$480,000.00
23	Site Lighting	LS	1	\$100,000.00	\$100,000.00
24	Site Utilites, Complete in Place	LS	1	\$300,000.00	\$300,000.00
<b>LANDSCAPE IMPROVEMENTS - BASE BID</b>					
1	Plant Material - Block Sod	SY	6,050	\$5.50	\$33,275.00
2	Plant Material - Hydromulch	AC	3	\$3,000.00	\$9,000.00
3	Plant Material - Shrubs	EA	300	\$35.00	\$10,500.00
4	Plant Material - Trees	EA	30	\$500.00	\$15,000.00
5	Irrigation	SF	150,000	\$2.50	\$375,000.00
6	Landscape Bed Prep	SF	4,800	\$5.00	\$24,000.00
7	Park Specific Signage (non-traffic related)	EA	2	\$1,000.00	\$2,000.00
<b>BASE BID TOTAL</b>					
	Base Bid Subtotal Improvements				<b>\$4,847,542.00</b>
	Contingency		20%		<b>\$969,508.40</b>
	<b>Base Bid Grand Total</b>				<b>\$5,817,050.40</b>

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.





# HICKORY CREEK LEISURE CENTER CONCEPT 1



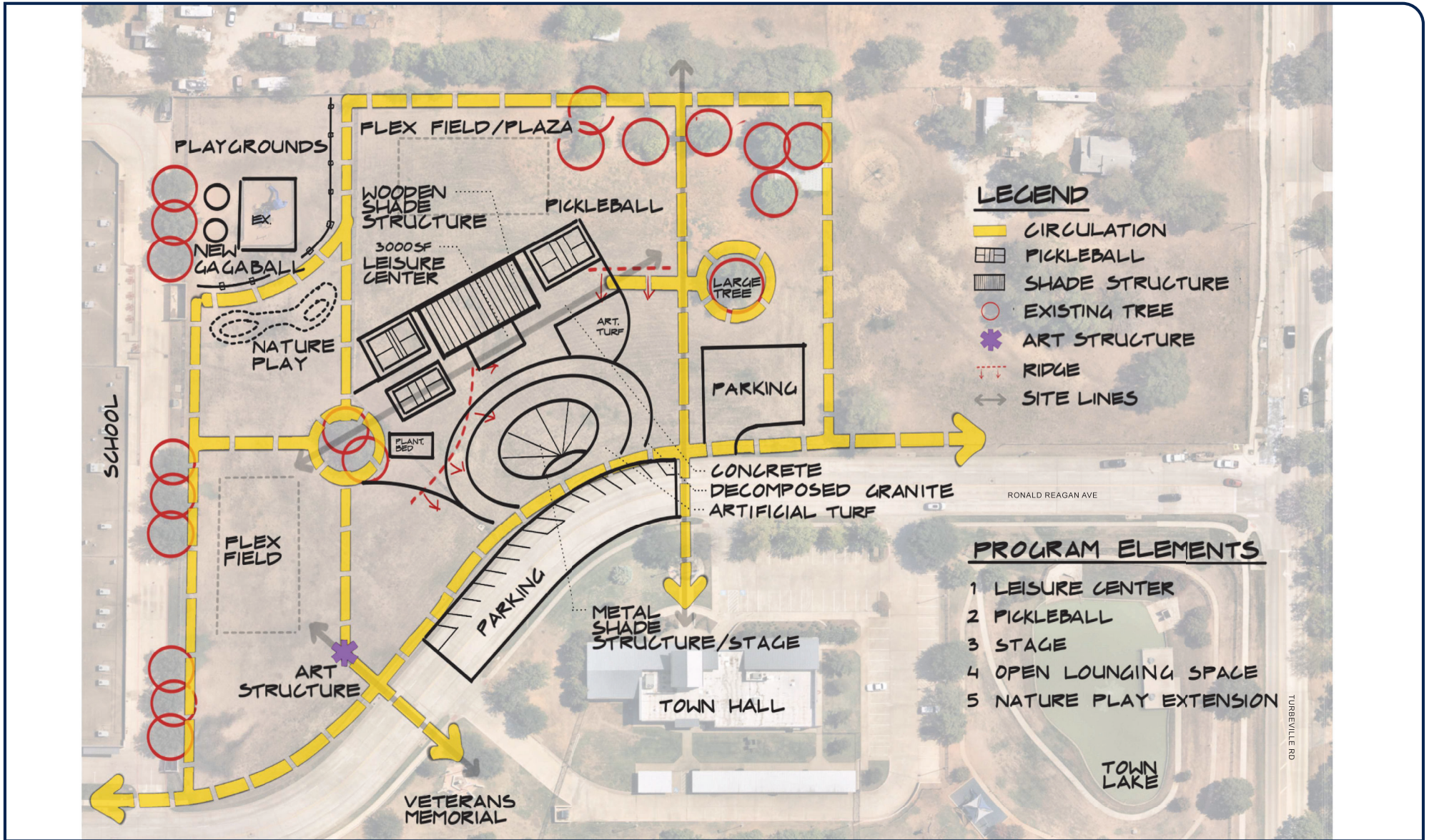
FEBRUARY 2024

0 20' 40' 80'  
 SCALE: 1" = 40' - 0"



These drawings and the information contained herein are for general presentation purposes only and are not intended nor shall be used for design or as construction plans. The owner reserves the right to modify or change all designs without notice to the public.





# HICKORY CREEK LEISURE CENTER CONCEPT 2



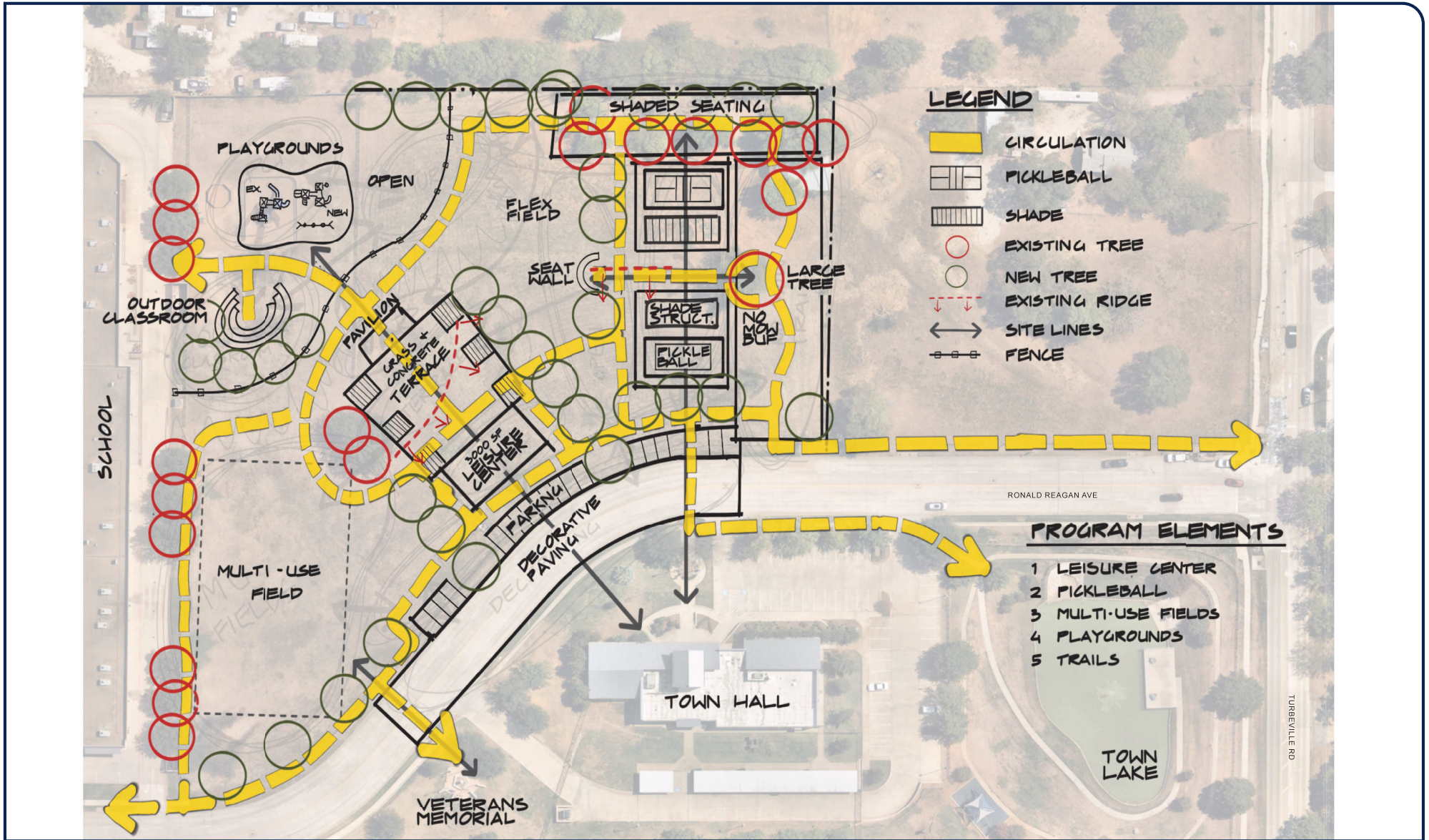
FEBRUARY 2024

0 20' 40' 80'  
SCALE: 1" = 40' - 0"



These drawings and the information contained herein are for general presentation purposes only and are not intended nor shall be used for design or as construction plans. The owner reserves the right to modify or change all designs without notice to the public.





# HICKORY CREEK LEISURE CENTER CONCEPT 3



FEBRUARY 2024

0 20' 40' 80'  
SCALE: 1" = 40'-0"



These drawings and the information contained herein are for general presentation purposes only and are not intended nor shall be used for design or as construction plans. The owner reserves the right to modify or change all designs without notice to the public.

**SUPERIOR DODGE CHRYSLER JEEP RAM OF NO**  
**504 HWY 412 BYPASS E**  
**SILLOAM SPRINGS, AR 727614729**

**Priced Order Confirmation (POC)**

**Date Printed:** 2024-03-14 2:21 PM **VIN:** 1C4SDJFT6PC688700 **Quantity:** 01  
**Estimated Ship Date:** 2023-09-13 1:59 AM **VON:** 57143330 **Status:** KZ - Released by plant and invoiced  
**Date Ordered:** 2022-09-23 10:40 AM **Ordered By:** S77704I **FAN 1:** 00DDK Dealer / Police Inventory  
**FAN 2:**  
**Client Code:**  
**Bid Number:** TB3065  
**PO Number:**

**Sold to:** SUPERIOR DODGE CHRYSLER JEEP RAM OF NORTHWEST ARKANSAS (60022)  
 504 HWY 412 BYPASS E  
 SILOAM SPRINGS, AR 727614729

**Ship to:** SUPERIOR DODGE CHRYSLER JEEP RAM OF NORTHWEST ARKANSAS (60022)  
 504 HWY 412 BYPASS E  
 SILOAM SPRINGS, AR 727614729

**Vehicle:** 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
<b>Package:</b>	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
<b>Paint/Seat/Trim:</b>	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	135
	-X9	Black	0
<b>Options:</b>	CW6	Deactivate Rear Doors/Windows	85
	LNF	Black Left LED Spot Lamp	610
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5TF	October Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
<b>Non Equipment:</b>	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
<b>Bid Number:</b>	TB3065	Government Incentives	0
<b>Special Equipment:</b>	99595B		0
	99595A		0
<b>Destination Fees:</b>			1,595

**Total Price:** 46,835 .

**Order Type:** Fleet **PSP Month/Week:**  
**Scheduling Priority:** 1-Sold Order **Build Priority:** 01

**\$ 43,135**

**Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.**

**SUPERIOR DODGE CHRYSLER JEEP RAM OF NO**  
**504 HWY 412 BYPASS E**  
**SILOAM SPRINGS, AR 727614729**

**Priced Order Confirmation (POC)**

**Date Printed:** 2024-03-14 2:21 PM **VIN:** 1C4SDJFT5PC673962 **Quantity:** 01  
**Estimated Ship Date:** 2023-08-09 2:00 AM **VON:** 57099821 **Status:** KZ - Released by plant and invoiced  
**Date Ordered:** 2022-09-19 11:43 AM **Ordered By:** S77704I **FAN 1:** 00DDL Government Stock Program  
**FAN 2:**  
**Client Code:**  
**Bid Number:** TB3052  
**PO Number:**

**Sold to:** SUPERIOR DODGE CHRYSLER JEEP RAM OF NORTHWEST ARKANSAS (60022)  
 504 HWY 412 BYPASS E  
 SILOAM SPRINGS, AR 727614729  
**Ship to:** SUPERIOR DODGE CHRYSLER JEEP RAM OF NORTHWEST ARKANSAS (60022)  
 504 HWY 412 BYPASS E  
 SILOAM SPRINGS, AR 727614729

**Vehicle:** 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
<b>Package:</b>	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
<b>Paint/Seat/Trim:</b>	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	135
	-X9	Black	0
<b>Options:</b>	CW6	Deactivate Rear Doors/Windows	85
	LNF	Black Left LED Spot Lamp	610
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5TB	August Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
<b>Non Equipment:</b>	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
<b>Bid Number:</b>	TB3052	Government Incentives	0
<b>Special Equipment:</b>	99595B		0
	99595A		0
<b>Destination Fees:</b>			1,595

**Total Price:** 46,835

**Order Type:** Fleet **PSP Month/Week:**  
**Scheduling Priority:** 1-Sold Order **Build Priority:** 01

**\$43,135**

**Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.**

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2024-04-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING ORDINANCE 2023-08-939; THE 2023-2024 BUDGET AS ADOPTED; PROVIDING A REPEALER, PROVIDING A SEVERABILITY CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the amended budget as prepared by the Mayor of the Town of Hickory Creek, Texas has been presented during a regular meeting for the purposes of amending the 2023-2024 budget.

**WHEREAS**, on this the 8<sup>th</sup> day of April, 2024, the Town Council of the Town of Hickory Creek, Texas, in a public meeting duly called, pursuant to proper agenda item \_\_\_\_\_, was presented the motion by \_\_\_\_\_ which was properly seconded by \_\_\_\_\_ providing for the adoption of the amended budget for the fiscal period October 1, 2023 to September 30, 2024; a vote being called the motion carried by a vote of \_\_\_\_\_ in favor to \_\_\_\_\_ against; accordingly the Ordinance passed.

The Town Council voted by roll-call as follows:

Aye                      Nay

Randy Gibbons:

Richard Dupree:

Chris Gordon:

Paul Kenney:

Ian Theodore:

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

**SECTION 1  
ADOPTION OF THE AMENDED BUDGET**

The amended budget for the Town of Hickory Creek, Texas for the fiscal period beginning October 1, 2023 and ending September 30, 2024, in words and figures as shown therein is adopted and approved as filed herewith.

**SECTION 2  
REPEALER**

That all ordinances of the Town of Hickory Creek, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other ordinances not in conflict with this ordinance shall remain in full force and effect.

**SECTION 3**  
**SEVERABILITY**

That should any word, phrase, paragraph, section or portion of this ordinance, as amended hereby, be held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

**SECTION 4**  
**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 8<sup>th</sup> day of April, 2024 by a vote of \_\_\_ to \_\_\_.

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

ATTEST:

\_\_\_\_\_  
Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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



**Town of Hickory Creek  
2023-2024  
Proposed Amended  
Fiscal Year Budget**

<b>Ad Valorem Tax Revenue</b>	<b>Oct '23 - Mar '24 Actuals</b>	<b>2023-24 FY Adopted Budget</b>	<b>% of Budget</b>	<b>2023-24 FY Proposed Amended</b>	<b>Difference</b>
<b>4002 M&amp;O</b>	1,603,985.09	1,664,029.00	95.23%	1,664,029.00	
<b>4004 M&amp;O Penalties &amp; Interest</b>	3,485.35	2,500.00	75.42%	4,000.00	1,500.00
<b>4006 Delinquent M&amp;O</b>	1,798.49	1,000.00	177.70%	2,000.00	1,000.00
<b>4008 I&amp;S Debt Service</b>	796,100.64	836,526.00	93.83%	836,526.00	
<b>4010 I&amp;S Penalties &amp; Interest</b>	13,555.35	1,500.00	850.58%	15,000.00	13,500.00
<b>4012 Delinquent I&amp;S</b>	876.09	500.00	220.79%	1,200.00	700.00
<b>Total Ad Valorem Tax Revenue</b>	<b>2,419,801.01</b>	<b>2,506,055.00</b>	<b>96.56%</b>	<b>2,522,755.00</b>	<b>16,700.00</b>
<b>Building Department Revenue</b>					
<b>4102 Building Permits</b>	619,476.54	275,000.00	206.27%	650,000.00	375,000.00
<b>4104 Certificate of Occupancy</b>	5,750.00	6,000.00	87.5%	7,000.00	1,000.00
<b>4106 Contractor Registration</b>	2,250.00	2,500.00	66.0%	2,500.00	
<b>4108 Preliminary/ Final Plat</b>	1,700.00	0.00	100.0%	1,700.00	1,700.00
<b>4110 Preliminary/Final Site Plan</b>	2,100.00	0.00	0.0%	2,100.00	2,100.00
<b>4112 Health Inspections</b>	7,360.00	10,000.00	69.0%	10,000.00	
<b>4122 Septic Permits</b>	1,700.00	1,100.00	154.55%	2,125.00	1,025.00
<b>4124 Sign Permits</b>	2,450.00	1,000.00	225.0%	3,000.00	2,000.00
<b>4126 Special Use Permit</b>	0.00	200.00	0.0%	200.00	
<b>4128 Variance Fee</b>	0.00	1,500.00	0.0%	1,500.00	
<b>4130 Vendor Fee</b>	225.00	75.00	0.0%	225.00	150.00
<b>4132 Alarm Permit Fees</b>	225.00	500.00	45.0%	500.00	
<b>Total Building Department Revenue</b>	<b>643,236.54</b>	<b>297,875.00</b>	<b>215.94%</b>	<b>680,850.00</b>	<b>382,975.00</b>
<b>Franchise Fee Revenue</b>					
<b>4214 Electric</b>	208,829.00	155,000.00	134.73%	207,500.00	52,500.00
<b>4216 Gas</b>	0.00	90,000.00	0.0%	90,000.00	
<b>4218 Telecom</b>	16,388.35	45,000.00	36.42%	32,000.00	(13,000.00)
<b>4220 Solid Waste</b>	31,091.02	50,000.00	62.18%	50,000.00	
<b>Total Franchise Fee Revenue</b>	<b>256,308.37</b>	<b>340,000.00</b>	<b>75.39%</b>	<b>379,500.00</b>	<b>39,500.00</b>
<b>Interest Revenue</b>					
<b>4330 General Fund Interest</b>	25.64	25.00	102.56%	40.00	15.00
<b>4332 Investment Interest</b>	347,614.32	60,000.00	579.36%	400,000.00	340,000.00
<b>Total Interest Revenue</b>	<b>347,639.96</b>	<b>60,025.00</b>	<b>579.16%</b>	<b>400,040.00</b>	<b>340,015.00</b>

**Town of Hickory Creek  
2023-2024  
Proposed Amended  
Fiscal Year Budget**

<b>Interlocal Revenue</b>	<b>Oct '23 - Mar '24 Actuals</b>	<b>2023-24 FY Adopted Budget</b>	<b>% of Budget</b>	<b>2023-24 FY Proposed Amended</b>	<b>Difference</b>
<b>4402 Corp Contract Current Year</b>	0.00	58,788.00	0.0%	64,215.00	
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>58,788.00</b>	<b>0.0%</b>	<b>64,215.00</b>	
<b>Miscellaneous Revenue</b>					
<b>4502 Animal Adoption &amp; Impound</b>	12,840.78	18,000.00	71.34%	18,000.00	
<b>4506 Animal Shelter Donations</b>	291.00	1,000.00	29.1%	1,000.00	
<b>4508 Annual Park Passes</b>	24,165.00	30,000.00	80.55%	30,000.00	
<b>4510 Arrowhead Park Fees</b>	15,144.00	40,000.00	37.86%	40,000.00	
<b>4512 Beer &amp; Wine Permit</b>	30.00	150.00	20.0%	150.00	
<b>4516 Corp Parks Fund Reserve</b>	0.00	0.00	0.0%	0.00	
<b>4518 Drug Forfeiture</b>	3,858.54	60,000.00	6.43%	60,000.00	
<b>4520 Drug Seizure</b>	0.00	0.00	0.0%	0.00	
<b>4524 Fund Balance Reserve</b>	0.00	2,654,385.00	0.0%	2,344,378.56	(310,006.44)
<b>4526 Mineral Rights</b>	250.55	1,000.00	25.06%	1,000.00	
<b>4530 Other Receivables</b>	58,712.21	75,000.00	78.28%	75,000.00	
<b>4534 PD State Training</b>	2,943.33	0.00	100.0%	2,943.33	2,943.33
<b>4536 Point Vista Park Fees</b>	3,026.00	12,000.00	25.22%	12,000.00	
<b>4546 Street Improvement Restricted</b>	0.00	0.00	0.0%	0.00	
<b>4550 Sycamore Bend Park Fees</b>	16,149.00	25,000.00	64.6%	25,000.00	
<b>4554 Building Security Fund Reserve</b>	0.00	0.00	0.0%	0.00	
<b>4556 Court Technology Fund Reserve</b>	0.00	0.00	0.0%	0.00	
<b>4558 Harbor Lane/Sycamore Bend</b>	0.00	0.00	0.0%	0.00	
<b>4560 2020 CO Proceeds</b>	0.00	1,100,000.00	0.0%	1,100,000.00	
<b>4562 Coronavirus Local Recovery</b>	0.00	200,000.00	0.0%	200,000.00	
<b>4564 Task Force Forfeiture</b>	0.00	0.00	0.0%	0.00	
<b>4566 Interlocal Agreements</b>	176,200.00	198,135.00	88.93%	198,135.00	
<b>4568 Opioid Settlements</b>	0.00	0.00	0.0%	0.00	
<b>Total Miscellaneous Revenue</b>	<b>313,610.41</b>	<b>4,414,670.00</b>	<b>7.1%</b>	<b>4,107,606.89</b>	<b>(307,063.11)</b>

**Town of Hickory Creek  
2023-2024  
Proposed Amended  
Fiscal Year Budget**

<b>Municipal Court Revenue</b>	<b>Oct '23 - Mar '24 Actuals</b>	<b>2023-24 FY Adopted Budget</b>	<b>% of Budget</b>	<b>2023-24 FY Proposed Amended</b>	<b>Difference</b>
<b>4602 Building Security Fee</b>	8,735.06	18,023.00	48.47%	18,023.00	
<b>4604 Citations</b>	276,947.28	550,000.00	50.35%	550,000.00	
<b>4606 Court Technology</b>	7,201.34	15,936.00	45.19%	15,936.00	
<b>4608 Jury Fee</b>	175.46	200.00	87.73%	200.00	
<b>4610 Truancy Fee</b>	8,772.74	0.00	100.0%	0.00	
<b>4612 State Court Costs</b>	148,990.53	311,060.00	47.9%	311,060.00	
<b>4614 Child Safety Fees</b>	225.00	800.00	28.13%	800.00	
<b>Total Municipal Court Revenue</b>	<b>451,047.41</b>	<b>896,019.00</b>	<b>50.34%</b>	<b>896,019.00</b>	
<b>Sales Tax Revenue</b>					
<b>4702 Sales Tax General Fund</b>	1,124,739.02	2,100,000.00	53.56%	2,100,000.00	
<b>4706 Sales Tax 4B Corporation</b>	160,677.01	300,000.00	53.56%	300,000.00	
<b>4708 Sales Tax Mixed Beverage</b>	19,081.29	35,000.00	54.52%	35,000.00	
<b>4710 Hotel Occupancy Tax</b>	3,847.17	0.00	100.0%	5,000.00	5,000.00
<b>Total Sales Tax Revenue</b>	<b>1,308,344.49</b>	<b>2,435,000.00</b>	<b>53.73%</b>	<b>2,440,000.00</b>	<b>5,000.00</b>
<b>Total Revenue</b>	<b>5,739,988.19</b>	<b>11,008,432.00</b>	<b>52.14%</b>	<b>11,490,985.89</b>	<b>482,553.89</b>

**Town of Hickory Creek  
2023-2024  
Proposed Amended  
Fiscal Year Budget**

	Oct '23 - Mar '24 Actuals	2023-24 FY Adopted Budget	% of Budget	2023-24 FY Proposed Amended	Difference
<b>Capital Outlay Expense</b>					
5010 Street Maintenance	5,255.31	25,000.00	21.02%	25,000.00	
5012 Streets & Road Improvement	-109,531.27	500,000.00	-21.91%	500,000.00	
5022 Parks and Rec Improvements	34,769.56	2,300,000.00	1.51%	2,300,000.00	
5024 Public Safety Improvements	75,616.33	0.00	100.0%	75,650.00	75,650.00
5026 Fleet Vehicles	106,104.25	60,000.00	176.84%	265,000.00	205,000.00
5030 Broadband Initiative	204,187.50	200,000.00	102.09%	205,000.00	5,000.00
5032 Denton County TRIP22 Projects	446,265.00	1,100,000.00	40.57%	1,100,000.00	
<b>Total Capital Outlay</b>	<b>762,666.68</b>	<b>4,185,000.00</b>	<b>18.22%</b>	<b>4,470,650.00</b>	<b>285,650.00</b>
<b>Debt Service Expense</b>					
5110 2015 Refunding Bond Series	46,144.99	316,450.00	14.58%	316,450.00	
5112 2015 C.O. Series	51,320.01	271,800.00	18.88%	271,800.00	
5114 2020 C.O. Series	50,145.00	254,450.00	19.71%	254,450.00	
<b>Total Debt Service</b>	<b>147,610.00</b>	<b>842,700.00</b>	<b>17.52%</b>	<b>842,700.00</b>	
<b>General Government Expense</b>					
5202 Bank Service Charges	100.00	200.00	50.0%	200.00	
5204 Books & Subscriptions	0.00	300.00	0.0%	300.00	
5206 Computer Hardware/Software	24,420.61	75,000.00	32.56%	60,000.00	(15,000.00)
5208 Copier Rental	1,982.64	3,600.00	55.07%	3,600.00	
5210 Dues & Memberships	1,069.46	3,500.00	30.56%	3,500.00	
5212 EDC Tax Payment	160,682.98	300,000.00	53.56%	300,000.00	
5214 Election Expenses	0.00	15,000.00	0.0%	0.00	(15,000.00)
5216 Volunteer/Staff Events	4,343.24	8,000.00	54.29%	8,000.00	
5218 General Communications	15,140.37	32,000.00	47.31%	32,000.00	
5222 Office Supplies & Equip.	1,260.63	3,000.00	42.02%	3,000.00	
5224 Postage	4,245.67	6,200.00	68.48%	7,000.00	800.00
5226 Community Cause	413.76	3,000.00	13.79%	3,000.00	
5228 Town Council/Board Expense	3,052.56	10,000.00	30.53%	10,000.00	
5230 Training & Education	842.01	1,500.00	56.13%	1,500.00	
5232 Travel Expense	109.73	2,000.00	5.49%	2,000.00	
5234 Staff Uniforms	787.30	800.00	98.41%	800.00	
5236 Transfer to Reserve	0.00	0.00	0.0%	0.00	
<b>Total General Government</b>	<b>218,450.96</b>	<b>464,100.00</b>	<b>47.07%</b>	<b>434,900.00</b>	<b>(29,200.00)</b>

**Town of Hickory Creek  
2023-2024  
Proposed Amended  
Fiscal Year Budget**

	Oct '23 - Mar '24	2023-24 FY		2023-24 FY	
<b>Municipal Court Expense</b>	<b>Actuals</b>	<b>Adopted Budget</b>	<b>% of Budget</b>	<b>Proposed Amended</b>	<b>Difference</b>
<b>5302 Books &amp; Subscriptions</b>	92.03	75.00	122.71%	100.00	25.00
<b>5304 Building Security</b>	4,031.51	18,023.00	22.37%	18,023.00	
<b>5312 Court Technology</b>	5,240.60	15,963.00	32.83%	15,963.00	
<b>5314 Dues &amp; Memberships</b>	55.00	150.00	36.67%	150.00	
<b>5318 Merchant Fees/Credit Cards</b>	4,011.41	2,500.00	160.46%	5,000.00	2,500.00
<b>5322 Office Supplies/Equipment</b>	299.60	1,000.00	29.96%	1,000.00	
<b>5324 State Court Costs</b>	159,642.12	311,060.00	51.32%	311,060.00	
<b>5326 Training &amp; Education</b>	150.00	500.00	30.0%	500.00	
<b>5328 Travel Expense</b>	0.00	500.00	0.0%	500.00	
<b>5332 Warrants Collected</b>	-5,787.58	2,500.00	-231.5%	2,500.00	
<b>Total Municipal Court</b>	<b>167,734.69</b>	<b>352,271.00</b>	<b>47.62%</b>	<b>354,796.00</b>	<b>2,525.00</b>
<b>Parks and Recreation Expense</b>					
<b>5402 Events</b>	658.75	1,500.00	43.92%	1,500.00	
<b>5408 Tanglewood Park</b>	4,070.28	45,000.00	9.05%	45,000.00	
<b>5412 KHCB</b>	200.00	500.00	40.0%	500.00	
<b>5414 Tree City USA</b>	400.00	500.00	80.0%	500.00	
<b>5416 Town Hall Park</b>	0.00	0.00	0.0%	0.00	
<b>Total Parks and Recreation</b>	<b>5,329.03</b>	<b>47,500.00</b>	<b>11.22%</b>	<b>47,500.00</b>	
<b>Parks Corps of Engineer Expense</b>					
<b>5412 Arrowhead</b>	27,068.67	38,500.00	70.31%	38,500.00	
<b>5414 Harbor Grove</b>	1,459.26	10,000.00	14.59%	10,000.00	
<b>5416 Point Vista</b>	8,472.08	15,000.00	56.48%	15,000.00	
<b>5418 Sycamore Bend</b>	35,575.29	43,500.00	81.78%	43,500.00	
<b>Total Parks Corps of Engineer</b>	<b>72,575.30</b>	<b>107,000.00</b>	<b>67.83%</b>	<b>107,000.00</b>	

**Town of Hickory Creek  
2023-2024  
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Fiscal Year Budget**

	Oct '23 - Mar '24 Actuals	2023-24 FY Adopted Budget	% of Budget	2023-24 FY Proposed Amended	Difference
<b>Personnel Expense</b>					
<b>5502 Administration Wages</b>	223,598.51	435,826.00	51.31%	435,826.00	
<b>5504 Municipal Court Wages</b>	42,300.14	87,736.00	48.21%	87,736.00	
<b>5506 Police Wages</b>	553,759.73	1,230,354.00	45.01%	1,230,354.00	
<b>5507 Police Overtime Wages</b>	30,565.21	20,000.00	152.83%	40,000.00	20,000.00
<b>5508 Public Works Wages</b>	127,353.94	275,624.00	46.21%	275,624.00	
<b>5509 Public Works Overtime Wages</b>	1,849.25	4,500.00	41.09%	4,500.00	
<b>5510 Health Insurance</b>	105,694.68	255,054.00	41.44%	255,054.00	
<b>5512 Longevity</b>	14,180.00	13,950.00	101.65%	14,180.00	230.00
<b>5514 Payroll Expense</b>	15,823.21	25,000.00	63.29%	25,000.00	
<b>5516 Employment Exams</b>	640.00	2,500.00	25.6%	2,500.00	
<b>5518 Retirement (TMRS)</b>	149,329.38	316,117.00	47.24%	316,117.00	
<b>5520 Unemployment (TWC)</b>	48.68	2,500.00	1.95%	2,500.00	
<b>5522 Workman's Compensation</b>	53,186.00	48,996.00	108.55%	53,200.00	4,204.00
<b>Total Personnel</b>	<b>1,318,328.73</b>	<b>2,718,157.00</b>	<b>48.5%</b>	<b>2,742,591.00</b>	<b>24,434.00</b>
<b>Police Department Expense</b>					
<b>5602 Auto Gas &amp; Oil</b>	28,970.86	37,000.00	78.3%	50,000.00	13,000.00
<b>5606 Auto Maintenance &amp; Repair</b>	62,222.24	25,000.00	248.89%	75,000.00	50,000.00
<b>5610 Books &amp; Subscriptions</b>	571.71	500.00	114.34%	6,000.00	5,500.00
<b>5612 Computer Hardware/Software</b>	54,294.22	75,500.00	71.91%	75,500.00	
<b>5614 Crime Lab Analysis</b>	1,086.21	6,500.00	16.71%	65,000.00	58,500.00
<b>5616 Drug Forfeiture</b>	30,630.89	0.00	100.0%	30,630.89	30,630.89
<b>5618 Dues &amp; Memberships</b>	0.00	500.00	0.0%	500.00	
<b>5626 Office Supplies/Equipment</b>	879.94	2,000.00	44.0%	2,000.00	
<b>5630 Personnel Equipment</b>	29,703.28	40,000.00	74.26%	40,000.00	
<b>5634 Travel Expense</b>	570.40	2,000.00	28.52%	2,000.00	
<b>5636 Uniforms</b>	8,627.62	10,000.00	86.28%	12,000.00	2,000.00
<b>5640 Training &amp; Education</b>	4,018.40	8,500.00	47.28%	8,500.00	
<b>5644 Citizens on Patrol</b>	0.00	250.00	0.0%	250.00	
<b>5646 Community Outreach</b>	618.13	3,000.00	20.6%	300.00	(2,700.00)
<b>5648 K9 Unit</b>	1,053.15	5,000.00	21.06%	5,000.00	
<b>5650 Task Force Forfeiture</b>	0.00	10,000.00	0.0%	10,000.00	
<b>Total Police Department</b>	<b>223,247.05</b>	<b>225,750.00</b>	<b>98.89%</b>	<b>382,680.89</b>	<b>156,930.89</b>

**Town of Hickory Creek  
2023-2024  
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<b>Public Works Department Expense</b>	<b>Oct '23 - Mar '24 Actuals</b>	<b>2023-24 FY Adopted Budget</b>	<b>% of Budget</b>	<b>2023-24 FY Proposed Amended</b>	<b>Difference</b>
<b>5702 Animal Control Donation</b>	697.61	1,000.00	69.76%	1,000.00	
<b>5704 Animal Control Equipment</b>	97.85	1,000.00	9.79%	1,000.00	
<b>5706 Animal Control Supplies</b>	1,830.90	5,000.00	36.62%	5,000.00	
<b>5708 Animal Control Vet Fees</b>	11,808.46	15,000.00	78.72%	25,000.00	10,000.00
<b>5710 Auto Gas &amp; Oil</b>	8,740.42	20,000.00	43.7%	20,000.00	
<b>5714 Auto Maintenance/Repair</b>	4,517.08	10,000.00	45.17%	10,000.00	
<b>5716 Beautification</b>	15,327.98	150,000.00	10.22%	125,000.00	(25,000.00)
<b>5718 Computer Hardware/Software</b>	2,845.50	2,000.00	142.28%	3,500.00	1,500.00
<b>5720 Dues &amp; Memberships</b>	369.00	350.00	105.43%	450.00	100.00
<b>5722 Equipment</b>	205.20	5,000.00	4.1%	2,500.00	(2,500.00)
<b>5724 Equipment Maintenance</b>	18,177.32	4,000.00	454.43%	22,000.00	18,000.00
<b>5726 Equipment Rental</b>	97.90	1,000.00	9.79%	1,000.00	
<b>5728 Equipment Supplies</b>	2,010.65	5,000.00	40.21%	5,000.00	
<b>5732 Office Supplies/Equipment</b>	1,353.52	800.00	169.19%	15,000.00	14,200.00
<b>5734 Communications</b>	2,361.02	3,800.00	62.13%	3,800.00	
<b>5738 Training</b>	335.00	800.00	41.88%	800.00	
<b>5740 Travel Expense</b>	28.15	3,000.00	0.94%	3,000.00	
<b>5742 Uniforms</b>	1,420.82	2,800.00	50.74%	2,800.00	
<b>5748 Landscaping Services</b>	14,682.60	90,000.00	16.31%	90,000.00	
<b>Total Public Works Department</b>	<b>86,906.98</b>	<b>320,550.00</b>	<b>27.11%</b>	<b>336,850.00</b>	<b>16,300.00</b>

**Town of Hickory Creek  
2023-2024  
Proposed Amended  
Fiscal Year Budget**

<b>Services Expense</b>	<b>Oct '23 - Mar '24 Actuals</b>	<b>2023-24 FY Adopted Budget</b>	<b>% of Budget</b>	<b>2023-24 FY Proposed Amended</b>	<b>Difference</b>
<b>5802 Appraisal District</b>	8,257.32	17,500.00	47.19%	16,525.00	(975.00)
<b>5804 Attorney Fees</b>	28,363.80	60,000.00	47.27%	50,000.00	(10,000.00)
<b>5806 Audit</b>	15,500.00	15,000.00	103.33%	15,500.00	500.00
<b>5808 Codification</b>	0.00	2,000.00	0.0%	2,000.00	
<b>5812 Document Management</b>	0.00	750.00	0.0%	750.00	
<b>5814 Engineering</b>	66,829.13	175,000.00	38.19%	175,000.00	
<b>5816 General Insurance</b>	51,906.86	50,276.00	103.24%	51,915.00	1,639.00
<b>5818 Inspections</b>	32,370.00	32,500.00	99.6%	50,000.00	17,500.00
<b>5820 Fire Service</b>	728,019.00	970,692.00	75.0%	970,692.00	
<b>5822 Legal Notices/Advertising</b>	153.82	4,000.00	3.85%	2,000.00	(2,000.00)
<b>5824 Library Services</b>	604.50	1,200.00	50.38%	1,200.00	
<b>5826 Municipal Judge</b>	6,825.00	13,800.00	49.46%	13,800.00	
<b>5828 Printing</b>	652.93	2,500.00	26.12%	2,500.00	
<b>5830 Tax Collection</b>	2,979.00	3,000.00	99.3%	3,000.00	
<b>5832 Computer Technical Support</b>	44,615.46	45,000.00	99.15%	45,000.00	
<b>5838 Denton County Children's Advocacy</b>	0.00	7,228.00	0.0%	7,228.00	
<b>5840 Denton County Dispatch</b>	0.00	38,508.00	0.0%	38,508.00	
<b>5844 Helping Hands</b>	0.00	200.00	0.0%	200.00	
<b>5846 Span Transit Services</b>	1,437.04	5,000.00	28.74%	5,000.00	
<b>5848 Recording Fees</b>	35.50	750.00	4.73%	500.00	(250.00)
<b>Total Services</b>	<b>988,549.36</b>	<b>1,444,904.00</b>	<b>68.42%</b>	<b>1,451,318.00</b>	<b>6,414.00</b>
<b>Special Events</b>					
<b>6012 Special Events</b>	7,884.93	30,000.00	26.28%	25,000.00	(5,000.00)
<b>Total Special Events</b>	<b>7,884.93</b>	<b>30,000.00</b>	<b>26.28%</b>	<b>25,000.00</b>	<b>(5,000.00)</b>



**Town of Hickory Creek  
2023-2024  
Proposed Amended  
Fiscal Year Budget**

<b>Utilities &amp; Maintenance Expense</b>	<b>Oct '23 - Mar '24 Actuals</b>	<b>2023-FY Adopted Budget</b>	<b>% of Budget</b>	<b>2023-24 FY Proposed Amended</b>	<b>Difference</b>
<b>5902 Bldg. Maintenance/Supplies</b>	81,412.63	150,000.00	54.28%	150,000.00	
<b>5904 Electric</b>	14,577.47	27,000.00	53.99%	27,000.00	
<b>5906 Gas</b>	1,793.55	2,500.00	71.74%	3,000.00	500.00
<b>5908 Street Lighting</b>	24,414.49	40,000.00	61.04%	45,000.00	5,000.00
<b>5910 Telecom</b>	30,660.86	35,000.00	87.6%	45,000.00	10,000.00
<b>5912 Water</b>	16,057.28	16,000.00	100.36%	25,000.00	9,000.00
<b>Total Utilities &amp; Maintenance</b>	<b>168,916.28</b>	<b>270,500.00</b>	<b>62.45%</b>	<b>295,000.00</b>	<b>24,500.00</b>
<b>Total Expense</b>	<b>4,168,199.99</b>	<b>11,008,432.00</b>	<b>37.86%</b>	<b>11,490,985.89</b>	<b>482,553.89</b>
<b>Net Ordinary Income</b>	<b>1,571,788.20</b>	<b>0.00</b>	<b>100.00%</b>	<b>0.00</b>	

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2024-0408-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND ANYTIME LABOR DALLAS, LLC CONCERNING PUBLIC WORKS STAFFING; 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 Anytime Labor Dallas, LLC (hereinafter the "Agreement") concerning public works staffing, 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 8<sup>th</sup> of April, 2024.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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



## CUSTOMER MASTER SERVICE AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is dated as set forth above by and between Anytime Labor - Dallas LLC dba LaborMax Staffing (LMS) and \_\_\_\_\_ Customer as set forth above. IN CONSIDERATION of the mutual agreements and covenants contained herein, Customer and LMS agree as follows:

1. **Term of Agreement:** This Agreement shall commence as of the execution date and shall continue for a period of one (1) year or until terminated by either party upon ninety (90) days prior written notice.
2. **Customer Responsibilities:** Customer agrees to comply with all applicable laws, regulations, and ordinances relating to health and safety, wage and hour, overtime and all other applicable employment laws, and in particular agrees and undertakes to provide any site-specific and task-specific training, safety equipment, clothing, or devices necessary or required by law for any work to be performed, or used by Customer's employees in the performance of similar work. Customer acknowledges they have care, custody, and control of the job site. Customer agrees not to place LMS employees in a supervisory position and to supervise employees at all times. Customer agrees to indemnify and hold harmless LMS for claims, damages or penalties arising out of violations of the Occupational Safety and Health Act of 1970 (OSHA), or any similar state, county or municipal law with respect to workplaces or equipment owned, leased, or supervised by Customer and to which LMS employees are assigned.
  - a. **Time Accountability:** LMS's work week begins on Saturday and ends on Friday. Billable time begins at the time LMS employees report to the workplace at Customer's request. Jobs must be cancelled a minimum of two (2) hours prior to start time to avoid a minimum billing of four (4) hours. If Customer is not satisfied with an LMS employee for any reason, LMS will replace the employee free of charge if Customer notifies LMS within the first two (2) hours worked by employee.
  - b. **Prevailing Wage:** Customer agrees to notify LMS immediately whenever any LMS employee performs any work under a Government contract, and agrees to pay LMS a price differential to reflect the higher wages that may be due any such employee by reason of any Government contract or the contract specifications.
  - c. **Wages:** LMS reserves the sole right to establish the wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and the maintenance of Workers' Compensation insurance as required by state law.
  - d. **Overtime:** Overtime will be billed at one and one-half (1.5) times the regular billing rate for all time worked over forty (40) hours in a pay period or eight (8) hours in a day, or as otherwise provided by state law.
3. **Equipment, Machinery, and Vehicle Operation:** Customer agrees that it will not, without the prior written consent of LMS, utilize LMS employees to operate machinery, equipment or vehicles not covered by Customer's liability and property damage insurance, or to operate dangerous or unprotected machinery. Notwithstanding anything in this Agreement, Customer agrees to indemnify and hold harmless LMS for any and all claims, damages, losses, or liabilities that results from any such exposure or activity.
4. **Valuables:** Customer agrees that it will not entrust LMS employees with unattended premises, cash, checks, negotiables, or other valuables without prior written consent of LMS. Notwithstanding anything in this Agreement, Customer agrees to indemnify and hold harmless LMS for any and all claims, damages, losses, or liabilities that results from any such exposure or activity.
5. **Invoice Terms:** Invoices will be due according to the terms set forth on the Customer Rate Schedule. Payment terms and Customer's credit limit will be determined following Customer's completion of an LMS Customer Credit Application. Invoices that are undisputed in writing by Customer for more than ten (10) days after the invoice date will be presumed correct.
6. **Indemnification:** Customer assumes and agrees to defend, indemnify and hold harmless LMS from any claims and all liability, caused or alleged to have been caused by the acts, negligence, or omissions, of any LMS employee, including but not limited to, any claims for bodily injury (including death) or loss of and loss of use of or damage to property arising out of the use or operation of Customer's owned, non-owned or leased vehicles, machinery or equipment by LMS employees. Without limiting the foregoing, Customer specifically assumes and agrees to defend, indemnify and hold harmless LMS from any claims for bodily injury (including death) made by Customer employees.
7. **Limitation of Liability:** Customer agrees that LMS's entire liability to Customer for any cause of action under this Agreement, regardless of the form, shall in the aggregate be limited to the fees paid by Customer for the specific services or work products which are the subject of the alleged claim.
8. **Liability Insurance:** Customer acknowledges that LMS insurance does not cover claims of LMS employees under the Jones Act, damage to, loss of or loss of use of Customer's owned, non-owned or leased vehicles (including contents, and cargo), machinery, equipment or material while being used by or in the care of LMS employees.
9. **Hiring of LMS Employees by Customer:** If Customer or a Customer-affiliated company chooses to hire an LMS employee directly or indirectly within twelve (12) months after the last day of such employee's assignment, a conversion fee will be due in accordance with the conversion terms set forth on the Customer Rate Schedule and any subsequent amendments or revisions thereto which are fully incorporated into this Agreement as if fully set forth herein. Conversion fees are due and applicable whether the LMS employee is hired on a permanent or temporary, part-time or full-time or consulting basis. Customer will have sole responsibility for making hiring decisions with respect to LMS employees that Customer decides to hire as permanent Customer employees and LMS will have no liability with respect to Customer's decisions.
10. **Non-Solicitation of Internal LMS Personnel:** If Customer hires any internal LMS personnel during the term of this Agreement and within a period of eighteen (18) months following the termination of this Agreement, Customer agrees to pay a one-time fee equal to 100% of that LMS employee's annual salary.
11. **Entire Agreement:** This Agreement supersedes and replaces all prior agreements, representations or understandings, written or oral, between Customer and LMS and incorporates the entire understanding of the parties with respect thereto.
12. **Modification:** This Agreement may be changed only by a written agreement between the parties, as evidenced by a written document executed by authorized representatives of each party.
13. **Third Party Benefit:** Nothing in this Agreement is intended to create any benefit for any third party.
14. **Disputes:** In the event of any controversy or claim arising out of or relating to this Agreement or the breach or alleged breach hereof, each party irrevocably agrees to submit the matter to mediation where such mediation shall be a condition precedent to any demand for arbitration. Each party shall bear their own costs and expenses for mediation. The costs of the mediator shall be borne equally by each party. The parties shall confer and agree upon a mutual mediator.







**CUSTOMER VEHICLES/EQUIPMENT**

**DAL (122) Denton**

It is agreed that Anytime Labor - Dallas LLC dba LaborMax Staffing (LMS) and hereinafter referred to as "Customer", herein recite and declare the following:

WHEREAS, Customer has requested that LMS furnish employees to operate motor vehicles and/or equipment that are owned, leased, and/or used by Customer in its business.

WHEREAS, LMS will provide Worker's Compensation coverage for its employees but does not cover physical loss or damage to Customer's vehicle/equipment or the contents thereof caused by the negligence or other acts of its employees.

NOW THEREFORE and in consideration of the foregoing, the parties agree and covenant as follows:

1. In order for LMS to furnish its employees to Customer, employee(s) shall not be liable for loss or damage and it is further agreed the Customer shall indemnify and save LMS and its employees harmless from any claims and expenses (including litigation) for bodily injury or property damage asserted by Customer, its employees, agents, the owner of any such vehicles/equipment or contents thereof, or by members of the general public, or any other 3rd party, arising out of the operation or use of said vehicle/equipment by any of LMS employees while said employees are acting within the course and scope of Customer's business activities.
2. Customer shall provide a liability insurance policy of said vehicles/equipment covering bodily injury and property damage liability arising out of the business related use and/or operation of Customer's vehicles/equipment by LMS and its employees. The policy provided by customer shall be primary insurance. The insurance policy shall have liability limits for bodily injury and loss of use of and damage to property of not less than \$1,000,000 combined single limit. LMS and its employees shall be named as additional insured. Upon request of LMS Customer shall furnish a Certificate of Insurance showing that he required insurance coverage is in effect.
3. LMS shall remain responsible for providing Worker's Compensation insurance coverage for its employees in accordance with the laws of the state in which the work is performed.
4. The undersigned is expressly authorized to sign this agreement for and on behalf of Customer.

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*By*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2024-0408-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND KSW HOLDING HICKORY CREEK, L.P. CONCERNING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT; 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 KSW Holding Hickory Creek, L.P. (hereinafter the "Agreement") concerning Chapter 380 Economic Development incentives, 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 8<sup>th</sup> of April, 2024.

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



ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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