



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, FEBRUARY 23, 2026, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Items of Community Interest

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

Public Comment

This item allows the public an opportunity to address the Town Council on both agenda and non-agenda items. 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 total for any and all items being presented. Public Comment 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.

Informational Item

1. Update and discussion regarding Town of Hickory Creek v. Ronald Furtick

Consent Agenda

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

2. January 2026 Council Meeting Minutes

3. January 2026 Financial Statements
4. Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek and the Denton County Elections Administrator concerning election administration services.
5. Consider and act on authorizing the Town Manager of the Town of Hickory Creek, Texas, to execute a concessionaire agreement by and between the Town of Hickory Creek, Texas and DFW Boat Charters and Rentals.
6. Consider and act on authorizing the Town Manager of the Town of Hickory Creek, Texas to execute a contract for depository services.

Regular Agenda

7. Consider and act on a site and landscape plan for the 104 Carlisle - Hickory Creek Addition, Lot 1, Block A, being 3.164 acres of land situated in the Lowry Cobb Survey, Abstract No. 284, Town of Hickory Creek, Denton County, Texas. The property is located in the 700 block of S Lake Dallas Drive.
8. Interview, consider and act on an appointment to the Arts and Culture Board.
9. Presentation from Dunaway Associates regarding professional consulting services for 1930 Turbeville Road.
10. Consider and act on quotes from Mobile Communications America to install video surveillance systems in Arrowhead Park, Sycamore Bend Park and the Public Works Facility.
11. Consider and act on a quote from Curtco Inc. to crack seal streets within Harbor Grove Estates.
12. Discussion regarding ResponsiveEd playground equipment located on Town property.

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.

13. Town of Hickory Creek, Texas v. Ronald Furtick, Ecclesiastical Equity, LP, and 1500 Turbeville Road, Hickory Creek, Texas, 75065.

Reconvene into Open Session

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

Future Agenda Items

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

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on February 17, 2026, at 4:45 p.m.



Kristi Rogers, Town Secretary
Town of Hickory Creek

**TOWN COUNCIL MEETING PURSUANT TO SECTION 551.0411 OF THE
GOVERNMENT CODE DUE TO WINTER STORM FERN
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
THURSDAY, JANUARY 29, 2026**

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 Nick Wohr
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
Matthew C.G. Boyle, 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. Jane Talcott

Jane Talcott was not in attendance.

Items of Community Interest

Thanks to the Police Department and Town Staff for ensuring things ran smoothly and citizens received timely updates during the winter storm.

Public Comment

John Grosskopf, 131 Oakwood Lane, stated he formally challenges the town ordinance restricting citizens to a single three-minute block to speak for all agenda items.

Town of Hickory Creek

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The policy violates Texas Government Code Section 551.007. Specifically, in Save Our Springs Alliance versus the City of Austin, the court struck down its consolidated time limits as illegal, which are identical to the Town's. It is legally required to allow the public to address the Town Council on each item of interest on the agenda. Furthermore, the ordinance prohibiting charges or complaints against officials violates Section 551.007 E, which forbids prohibiting public criticism of acts, policies, or services. Mr. Grosskopf has addressed the Town Council multiple times on this matter, including in writing. The responses have not complied with Texas Law. The lack of accountability is evident in the town's management. He is still awaiting responses to his inquiries regarding the landmark telescope project he brought to the Town Council. In a meeting with the Town Administrator, Mr. Grosskopf feels he was subjected to unprofessional conduct and was not provided with actionable updates regarding the telescope project. The meeting ended without resolution. The Town Council should ensure that Town projects and officials are held to the standards the community reserves and expects. Any subsequent adverse action taken in response to his comments will be documented as retaliation to protected speech. He requested the following items be entered into the record and acted upon: rescind illegal time limit restrictions and the ban on public criticism, provide a formal written status update on the telescope project and review and clarify the town administrative stated role to ensure alignment with Council oversight. Citizens speaking and working in collaboration with the town's leadership will lead to an improved Hickory Creek.

Consent Agenda

2. December 2025 Council Meeting Minutes
3. December 2025 Financial Statements
4. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas ordering an election to be held on May 2, 2026, for the purpose of electing a Mayor and Town Council Members to Place 2 and Place 4.
5. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Chapter 10, Subdivision Regulations, Article 10.04, Engineering Design Manual, Section 10.04.001, Adopted.
6. Consider and act on authorizing the Town Manager of the Town of Hickory Creek, Texas, to execute an agreement for professional services regarding Hickory Creek Leisure Center-Bidding and Construction Administration by and between the Town of Hickory Creek and Halff Associates, Inc.
7. Consider and act on authorizing the Town Manager of the Town of Hickory Creek, Texas, to execute a contract with Pavlov Media to provide internet services for 1930 Turbeville Road, Hickory Creek, Texas, 75065.

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

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

Regular Agenda

8. Conduct a public hearing regarding the voluntary annexation of a 0.73 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, in the Extraterritorial Jurisdiction of the Town of Hickory Creek, Denton County, Texas, being more particularly described as The Beciri Addition, Lot 1, Block A and consider and act on an ordinance adopting the same.

John Smith, Town Manager, provided an overview of the annexation of Genti's.

Mayor Clark called the public hearing to order at 6:09 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:09 p.m.

Motion made by Councilmember Gordon to approve an ordinance of the voluntary annexation a 0.73 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, in the Extraterritorial Jurisdiction of the Town of Hickory Creek, Denton County, Texas, being more particularly described as The Beciri Addition, Lot 1, Block A, Seconded by Councilmember Theodore.

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

9. Interview and consider and act on an appointment to the Arts and Culture Board.

No action taken.

10. Consider and act on a preliminary plat for the Chaffin Addition, Lot 1, Block A, being a 1.068-acre tract of land situated in the Lowry Cobb. Survey, Abstract No. 284, Town of Hickory Creek, Denton County, Texas. The property is located at 204 Wild Oak Lane.

John Smith, Town Manager, and Shannon Chaffin, Landowner, answered questions from the Town Council.

Motion made by Councilmember Theodore to approve a preliminary plat for the Chaffin Addition, Lot 1, Block A, being a 1.068-acre tract of land situated in the Lowry Cobb. Survey, Abstract No. 284, Town of Hickory Creek, in Denton County, Seconded by Mayor Pro Tem Kenney.

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

11. Consider and act on a final plat for the Chaffin Addition, Lot 1, Block A, being a 1.068-acre tract of land situated in the Lowry Cobb. Survey, Abstract No. 284, Town of Hickory Creek, Denton County, Texas. The property is located at 204 Wild Oak Lane.

Town of Hickory Creek

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Motion made by Councilmember Theodore to approve a final plat for the Chaffin Addition, Lot 1, Block A, Seconded by Mayor Pro Tem Kenney.

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

12. Consider and act on a preliminary plat for the 104 Carlisle - Hickory Creek Addition, Lot 1, Block A, being 3.164 acres of land situated in the Lowry Cobb Survey, Abstract No. 284, Town of Hickory Creek, Denton County, Texas. The property is located in the 700 block of S Lake Dallas Drive.

Motion made by Councilmember Gordon approve a preliminary plat for the 104 Carlisle - Hickory Creek Addition, Lot 1, Block A, being 3.164 acres of land situated in the Lowry Cobb Survey, Abstract No. 284, Town of Hickory Creek, Denton County, Texas, Seconded by Councilmember Theodore.

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

13. Consider and act on a site and landscape plan for the 104 Carlisle - Hickory Creek Addition, Lot 1, Block A, being 3.164 acres of land situated in the Lowry Cobb Survey, Abstract No. 284, Town of Hickory Creek, Denton County, Texas. The property is located in the 700 block of S Lake Dallas Drive.

No action taken.

14. Presentation from Kevin Gronwaldt, Halff Associates, regarding Town of Hickory Creek Design Manual and Standard Details - January 2026 Update.

Kevin Gronwaldt, Halff Associates, provided an overview of the changes to the Town's Engineering Design Manual and Standard Construction Details and answered questions from the Town Council.

15. Presentation of the 2024-2025 Fiscal Year Audit from Carl Deaton of Hankins, Eastup, Deaton, Tonn, Seay & Scarborough.

Carl Deaton of Hankins, Eastup, Deaton, Tonn, Seay & Scarborough presented the audited financial statement for the fiscal year ending September 30, 2025. The assets and deferred outflows of resources of the Town of Hickory Creek exceeded its liabilities on September 30, 2025, by \$25,891,341. Of this amount, \$9,175,611 may be used to meet the government's ongoing obligations to citizens and creditors. The Town's total net position increased by \$783,236 during the fiscal year from the results of current year operations. As of September 30, 2025, the Town of Hickory Creek's governmental funds reported combined ending fund balance of \$11,654,722, a decrease of \$1,961,672, in comparison with the beginning of the period. Approximately 85 percent of this total amount, \$9,876,346, is available for spending at the government's discretion. At the end of the current period, unassigned fund balance for the general fund was \$9,876,346 or 121 percent of total general fund expenditures. The audit is required to include the activity of the Economic Development Corporation, Public Improvement District No. 1, Public Improvement District No. 2 and Hickory Farms Public Improvement District.

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The EDC total fund balance was \$3,563,362. The Public Improvement District No. 1 total fund balance was \$491,486. The Public Improvement District No. 2 total fund balance was \$844,127. Hickory Farms Public Improvement District total fund balance was \$515,215.

16. Receive an update from Pavlov Media representatives and discuss same.

Pavlov Media representatives, Wesley Sepulvado, Business Account Executive, and Colton Nicholas, Residential Account Executive, provided an update on Pavlov and answered questions from the Town Council.

17. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 13, Section 13.06.027, regarding the requirements to use the Right-Of-Way in the Town of Hickory Creek.

Motion made by Councilmember Gordon to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 13, Section 13.06.027, regarding the requirements to use the Right-Of-Way in the Town of Hickory Creek, Seconded by Councilmember Wohr.

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

18. Consider and act on approval of the Hickory Creek Police Department Annual Racial Profiling Report for 2025.

Chief Dunn presented the annual racial profiling report to the Town Council.

Motion made by Councilmember Gibbons to approve agenda item 18, Seconded by Mayor Pro Tem Kenney.

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

19. Consider and act on allocating forfeiture funds for the purchase of up to two (2) vehicles for the Police Department.

Motion made by Councilmember Gibbons to approve the allocation of forfeiture funds for an amount not to exceed \$125,000 for the acquisition of two vehicles for the Police Department, Seconded by Councilmember Wohr.

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

20. Discussion regarding future amenities to be incorporated at 1930 Turbeville Road, Hickory Creek, Texas, 75065.

Discussion was held regarding future amenities to be incorporated at 1930 Turbeville Road Hickory Creek, Texas, 75065.

21. Discussion regarding Chapter 12 Traffic and Vehicles, Article 12.05, Stopping, Standing and Parking.

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Discussion was held regarding Chapter 12 Traffic and Vehicles, Article 12.05, Stopping, Standing and Parking.

22. Discussion regarding entering into a concessionaire agreement with DFW Boat Charters and Rentals to utilize Point Vista Park.

Discussions were held regarding a concessionaire agreement with DFW Boat Charters and Rentals.

John Smith, Town Manager, and Justin Thomure, DFW Boat Charters and Rentals, answered questions from the Town Council.

23. Discussion regarding hosting the 2026 Lake Cities 4th of July Parade.

Discussions were held regarding hosting the 2026 Lake Cities 4th of July Parade.

Future Agenda Items

There were no future agenda items.

Adjournment

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

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

The meeting did then stand adjourned at 8:55 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek
Balance Sheet
As of January 31, 2026

Jan 31, 26**ASSETS****Current Assets****Checking/Savings**

| | |
|---------------------------------|--------------|
| BOA - Animal Shelter Fund | 28,722.76 |
| BOA - Drug Forfeiture | 144,171.19 |
| BOA - Drug Seizure | 11.64 |
| BOA - General Fund | 394,210.12 |
| BOA - Parks and Recreation | 242,612.14 |
| BOA - Payroll | 500.00 |
| BOA - Police State Training | 5,193.92 |
| Logic 2020 CO's | 968.88 |
| Logic Animal Shelter Facility | 11,341.76 |
| Logic Coronavirus Recovery Fund | 55,785.87 |
| Logic Harbor Ln-Sycamore Bend | 95,172.94 |
| Logic Investment Fund | 7,178,727.69 |
| Logic Turbeville Road | 112,343.76 |

| | |
|-------------------------------|---------------------|
| Total Checking/Savings | 8,269,762.67 |
|-------------------------------|---------------------|

Accounts Receivable

| | |
|--------------------------|-----------|
| Municipal Court Payments | 26,249.90 |
|--------------------------|-----------|

| | |
|----------------------------------|------------------|
| Total Accounts Receivable | 26,249.90 |
|----------------------------------|------------------|

Total Current Assets8,296,012.57**TOTAL ASSETS****8,296,012.57****LIABILITIES & EQUITY**

0.00

Town of Hickory Creek
Profit & Loss
January 2026

| | <u>Jan 26</u> |
|--|---------------------|
| Ordinary Income/Expense | |
| Income | |
| Ad Valorem Tax Revenue | |
| 4002 M&O | 458,742.20 |
| 4004 M&O Penalties & Interest | 32.94 |
| 4006 Delinquent M&O | 254.41 |
| 4008 I&S Debt Service | 195,169.52 |
| 4010 I&S Penalties & Interest | 15.37 |
| 4012 Delinquent I&S | <u>7,862.52</u> |
| Total Ad Valorem Tax Revenue | 662,076.96 |
| Building Department Revenue | |
| 4102 Building Permits | 10,920.69 |
| 4104 Certificate of Occupancy | 500.00 |
| 4106 Contractor Registration | 600.00 |
| 4112 Health Inspections | 1,840.00 |
| 4132 Alarm Permit Fees | <u>150.00</u> |
| Total Building Department Revenue | 14,010.69 |
| Interest Revenue | |
| 4330 General Fund Interest | 6.06 |
| 4332 Investment Interest | <u>24,306.72</u> |
| Total Interest Revenue | 24,312.78 |
| Miscellaneous Revenue | |
| 4502 Animal Adoption & Impound | 245.00 |
| 4506 Animal Shelter Donations | 290.84 |
| 4508 Annual Park Passes | 388.40 |
| 4510 Arrowhead Park Fees | 850.00 |
| 4530 Other Receivables | 2,278.00 |
| 4536 Point Vista Park Fees | 160.00 |
| 4550 Sycamore Bend Fees | 979.80 |
| 4566 Interlocal Agreements | <u>595.12</u> |
| Total Miscellaneous Revenue | 5,787.16 |
| Municipal Court Revenue | |
| 4602 Building Security Fund | 191.57 |
| 4604 Citations | 59,887.75 |
| 4606 Court Technology Fund | 4.00 |
| 4608 Jury Fund | 37.70 |
| 4610 Truancy Fund | 1,696.49 |
| 4612 State Court Costs | 31,605.93 |
| 4614 Child Safety Fee | 50.00 |
| 4616 CBSTF | <u>3,355.41</u> |
| Total Municipal Court Revenue | 96,828.85 |
| Sales Tax Revenue | |
| 4702 Sales Tax General Fund | 203,664.97 |
| 4706 Sales Tax 4B Corporation | 29,095.00 |
| 4708 Sales Tax Mixed Beverage | 4,123.11 |
| 4710 Hotel Occupancy Tax | <u>2,447.69</u> |
| Total Sales Tax Revenue | 239,330.77 |
| Total Income | <u>1,042,347.21</u> |
| Gross Profit | 1,042,347.21 |
| Expense | |
| Capital Outlay | |
| 5010 Street Maintenance | 1,028.00 |
| 5022 Parks and Rec Improvements | 6,685.71 |
| 5026 Fleet Vehicles | 1,396.40 |
| 5032 Denton County TRIP22 | <u>764,816.39</u> |
| Total Capital Outlay | 773,926.50 |

Town of Hickory Creek
Profit & Loss
January 2026

| | <u>Jan 26</u> |
|--------------------------------------|-------------------|
| General Government | |
| 5202 Bank Service Charges | 15.00 |
| 5206 Computer Hardware/Software | 152.17 |
| 5208 Copier Rental | 472.86 |
| 5212 EDC Tax Payment | 29,096.00 |
| 5216 Volunteer/Staff Events | 638.59 |
| 5218 General Communications | 471.00 |
| 5222 Office Supplies & Equip. | 274.63 |
| 5224 Postage | 1,003.00 |
| 5228 Town Council/Board Expense | 370.88 |
| 5232 Travel Expense | 123.52 |
| 5234 Staff Uniforms | 701.00 |
| Total General Government | 33,318.65 |
| Municipal Court | |
| 5312 Court Technology | 48.04 |
| 5318 Merchant Fees/Credit Cards | 934.13 |
| 5322 Office Supplies/Equipment | -76.50 |
| 5324 State Court Costs | 92,445.89 |
| 5326 Training & Education | 350.00 |
| 5332 Warrants Collected | 5,141.45 |
| Total Municipal Court | 98,843.01 |
| Parks and Recreation | |
| 5406 Professional Dues | 200.00 |
| 5408 Tanglewood Park | 48.00 |
| Total Parks and Recreation | 248.00 |
| Parks Corps of Engineer | |
| 5432 Arrowhead | 267.36 |
| 5434 Harbor Grove | 26.26 |
| 5436 Point Vista | 177.96 |
| 5438 Sycamore Bend | 223.26 |
| Total Parks Corps of Engineer | 694.84 |
| Personnel | |
| 5502 Administration Wages | 32,694.10 |
| 5504 Municipal Court Wages | 9,077.52 |
| 5506 Police Wages | 155,877.07 |
| 5507 Police Overtime Wages | 8,168.35 |
| 5508 Public Works Wages | 23,801.03 |
| 5509 Public Works Overtime Wage | 55.13 |
| 5510 Health Insurance | 27,021.37 |
| 5514 Payroll Expense | 4,088.63 |
| 5516 Employment Exams | 980.00 |
| 5520 Unemployment (TWC) | 64.46 |
| 5524 Contract Employment | 1,806.00 |
| Total Personnel | 263,633.66 |
| Police Department | |
| 5602 Auto Gas & Oil | 5,114.74 |
| 5606 Auto Maintenance & Repair | 4,613.97 |
| 5612 Computer Hardware/Software | 1,051.67 |
| 5614 Crime Lab Analysis | 653.70 |
| 5626 Office Supplies/Equipment | 27.15 |
| 5630 Personnel Equipment | 27.15 |
| 5636 Uniforms | 2,920.87 |
| 5640 Training & Education | 635.00 |
| Total Police Department | 15,044.25 |

Town of Hickory Creek
Profit & Loss
January 2026

| | <u>Jan 26</u> |
|--|---------------------------|
| Public Works Department | |
| 5706 Animal Control Supplies | 259.46 |
| 5708 Animal Control Vet Fees | 127.53 |
| 5710 Auto Gas & Oil | 1,493.80 |
| 5714 Auto Maintenance/Repair | 594.69 |
| 5726 Equipment Rental | 277.14 |
| 5728 Equipment Supplies | 66.33 |
| 5734 Communications | 300.02 |
| 5742 Uniforms | 160.05 |
| Total Public Works Department | <u>3,279.02</u> |
| Services | |
| 5804 Attorney Fees | 10,696.25 |
| 5806 Audit | 18,500.00 |
| 5814 Engineering | 6,212.72 |
| 5818 Inspections | 3,108.00 |
| 5824 Library Services | 30.90 |
| 5838 DCCAC | 2,400.00 |
| Total Services | <u>40,947.87</u> |
| Special Events | |
| 6012 Special Events | <u>37.44</u> |
| Total Special Events | <u>37.44</u> |
| Utilities & Maintenance | |
| 5902 Bldg Maintenance/Supplies | 5,527.42 |
| 5904 Electric | 2,803.15 |
| 5906 Gas | 524.10 |
| 5908 Street Lighting | 4,253.68 |
| 5910 Telecom | 348.83 |
| 5912 Water | 1,269.41 |
| Total Utilities & Maintenance | <u>14,726.59</u> |
| Total Expense | <u>1,244,699.83</u> |
| Net Ordinary Income | <u>-202,352.62</u> |
| Net Income | <u>-202,352.62</u> |

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2025 through January 2026

| | Oct '25 - Jan 26 | Budget | % of Bud... |
|--|------------------|--------------|-------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Ad Valorem Tax Revenue | | | |
| 4002 M&O | 1,553,176.48 | 1,907,287.00 | 81.4% |
| 4004 M&O Penalties & Interest | 342.04 | 4,500.00 | 7.6% |
| 4006 Delinquent M&O | 1,110.17 | 1,000.00 | 111.0% |
| 4008 I&S Debt Service | 679,296.31 | 843,692.00 | 80.5% |
| 4010 I&S Penalties & Interest | 150.99 | 3,000.00 | 5.0% |
| 4012 Delinquent I&S | 8,281.13 | 500.00 | 1,656.2% |
| Total Ad Valorem Tax Revenue | 2,242,357.12 | 2,759,979.00 | 81.2% |
| Building Department Revenue | | | |
| 4102 Building Permits | 43,059.23 | 195,000.00 | 22.1% |
| 4104 Certificate of Occupancy | 2,250.00 | 3,000.00 | 75.0% |
| 4106 Contractor Registration | 1,653.00 | 3,500.00 | 47.2% |
| 4108 Preliminary/Final Plat | 4,250.00 | 0.00 | 100.0% |
| 4110 Prelim/Final Site Plan | 5,100.00 | 0.00 | 100.0% |
| 4112 Health Inspections | 8,280.00 | 11,960.00 | 69.2% |
| 4122 Septic Permits | 0.00 | 500.00 | 0.0% |
| 4124 Sign Permits | 150.00 | 2,250.00 | 6.7% |
| 4126 Special Use Permit | 0.00 | 200.00 | 0.0% |
| 4128 Variance Fee | 2,000.00 | 1,500.00 | 133.3% |
| 4130 Vendor Fee | 125.00 | 325.00 | 38.5% |
| 4132 Alarm Permit Fees | 225.00 | 300.00 | 75.0% |
| Total Building Department Revenue | 67,092.23 | 218,535.00 | 30.7% |
| Franchise Fee Revenue | | | |
| 4214 Electric | 169,981.75 | 175,000.00 | 97.1% |
| 4216 Gas | 0.00 | 95,000.00 | 0.0% |
| 4218 Telecom | 5,440.88 | 23,500.00 | 23.2% |
| 4220 Solid Waste | 18,488.88 | 65,000.00 | 28.4% |
| Total Franchise Fee Revenue | 193,911.51 | 358,500.00 | 54.1% |
| Interest Revenue | | | |
| 4330 General Fund Interest | 21.99 | 25.00 | 88.0% |
| 4332 Investment Interest | 113,963.89 | 200,000.00 | 57.0% |
| Total Interest Revenue | 113,985.88 | 200,025.00 | 57.0% |
| Interlocal Revenue | | | |
| 4402 Corp Contract Current Year | 0.00 | 64,215.00 | 0.0% |
| Total Interlocal Revenue | 0.00 | 64,215.00 | 0.0% |
| Miscellaneous Revenue | | | |
| 4502 Animal Adoption & Impound | 1,005.00 | 4,000.00 | 25.1% |
| 4506 Animal Shelter Donations | 14,594.77 | 2,000.00 | 729.7% |
| 4508 Annual Park Passes | 986.34 | 55,000.00 | 1.8% |
| 4510 Arrowhead Park Fees | 7,195.00 | 50,000.00 | 14.4% |
| 4512 Beer & Wine Permit | 0.00 | 150.00 | 0.0% |
| 4516 Corp Parks Fund Reserve | 0.00 | 0.00 | 0.0% |
| 4518 Drug Forfeiture | 35,296.66 | 0.00 | 100.0% |
| 4520 Drug Seizure | 0.00 | 0.00 | 0.0% |
| 4524 Fund Balance Reserve | 0.00 | 3,815,000.00 | 0.0% |
| 4526 Mineral Rights | 111.20 | 0.00 | 100.0% |
| 4530 Other Receivables | -12,766.33 | 50,000.00 | -25.5% |
| 4534 PD State Training | 0.00 | 0.00 | 0.0% |
| 4536 Point Vista Park Fees | 1,965.00 | 8,000.00 | 24.6% |
| 4546 Street Improv Restricted | 0.00 | 0.00 | 0.0% |
| 4550 Sycamore Bend Fees | 7,744.00 | 42,000.00 | 18.4% |
| 4554 Building Security Fund Res | 0.00 | 0.00 | 0.0% |
| 4556 Court Tech Fund Reserve | 0.00 | 0.00 | 0.0% |
| 4558 Harbor Lane/Sycamore Bend | 0.00 | 0.00 | 0.0% |
| 4564 Task Force Forfeiture | 12,966.86 | 0.00 | 100.0% |
| 4566 Interlocal Agreements | 4,020.56 | 213,680.00 | 1.9% |
| 4568 Opiod Settlements | 0.00 | 0.00 | 0.0% |
| Total Miscellaneous Revenue | 73,119.06 | 4,239,830.00 | 1.7% |
| Municipal Court Revenue | | | |
| 4602 Building Security Fund | 1,212.64 | 0.00 | 100.0% |

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2025 through January 2026

| | Oct '25 - Jan 26 | Budget | % of Bud... |
|--------------------------------------|---------------------|----------------------|---------------|
| 4604 Citations | 243,667.81 | 675,000.00 | 36.1% |
| 4606 Court Technology Fund | 109.00 | 0.00 | 100.0% |
| 4608 Jury Fund | 151.53 | 200.00 | 75.8% |
| 4610 Truancy Fund | 7,100.23 | 0.00 | 100.0% |
| 4612 State Court Costs | 125,197.31 | 381,780.00 | 32.8% |
| 4614 Child Safety Fee | 938.57 | 800.00 | 117.3% |
| 4616 CBSTF | 13,487.76 | 41,715.00 | 32.3% |
| Municipal Court Revenue - Other | -4,291.00 | | |
| Total Municipal Court Revenue | 387,573.85 | 1,099,495.00 | 35.3% |
| Sales Tax Revenue | | | |
| 4702 Sales Tax General Fund | 857,151.99 | 2,387,897.00 | 35.9% |
| 4706 Sales Tax 4B Corporation | 122,450.29 | 341,128.00 | 35.9% |
| 4708 Sales Tax Mixed Beverage | 14,093.03 | 38,000.00 | 37.1% |
| 4710 Hotel Occupancy Tax | 3,776.65 | 5,000.00 | 75.5% |
| Sales Tax Revenue - Other | 0.00 | 0.00 | 0.0% |
| Total Sales Tax Revenue | 997,471.96 | 2,772,025.00 | 36.0% |
| Total Income | 4,075,511.61 | 11,712,604.00 | 34.8% |
| Gross Profit | 4,075,511.61 | 11,712,604.00 | 34.8% |
| Expense | | | |
| Capital Outlay | | | |
| 5010 Street Maintenance | 2,459.84 | 25,000.00 | 9.8% |
| 5012 Streets & Road Improvement | -2,587.66 | 650,000.00 | -0.4% |
| 5022 Parks and Rec Improvements | 1,987,364.89 | 2,498,844.00 | 79.5% |
| 5024 Public Safety Improvements | 0.00 | 0.00 | 0.0% |
| 5026 Fleet Vehicles | 17,262.79 | 90,000.00 | 19.2% |
| 5030 Broadband Initiative | 0.00 | 0.00 | 0.0% |
| 5030 Sycamore Bend Construction | 0.00 | 0.00 | 0.0% |
| 5032 Denton County TRIP22 | 2,169,558.83 | 550,000.00 | 394.5% |
| Total Capital Outlay | 4,174,058.69 | 3,813,844.00 | 109.4% |
| Debt Service | | | |
| 5110 2015 Refunding Bond Series | 0.00 | 311,218.00 | 0.0% |
| 5112 2015 C.O. Series | 0.00 | 275,218.00 | 0.0% |
| 5114 2020 C.O. Series | 0.00 | 257,268.00 | 0.0% |
| Total Debt Service | 0.00 | 843,704.00 | 0.0% |
| General Government | | | |
| 5202 Bank Service Charges | 60.00 | 200.00 | 30.0% |
| 5204 Books & Subscriptions | 0.00 | 300.00 | 0.0% |
| 5206 Computer Hardware/Software | 13,415.67 | 60,000.00 | 22.4% |
| 5208 Copier Rental | 1,240.11 | 3,600.00 | 34.4% |
| 5210 Dues & Memberships | 315.00 | 3,800.00 | 8.3% |
| 5212 EDC Tax Payment | 122,457.89 | 341,128.00 | 35.9% |
| 5214 Election Expenses | 0.00 | 20,000.00 | 0.0% |
| 5216 Volunteer/Staff Events | 5,577.35 | 12,000.00 | 46.5% |
| 5218 General Communications | 11,791.08 | 32,000.00 | 36.8% |
| 5222 Office Supplies & Equip. | 703.50 | 3,000.00 | 23.5% |
| 5224 Postage | 2,704.21 | 5,000.00 | 54.1% |
| 5226 Community Cause | 1,400.00 | 3,500.00 | 40.0% |
| 5228 Town Council/Board Expense | 651.04 | 7,500.00 | 8.7% |
| 5230 Training & Education | 870.00 | 2,500.00 | 34.8% |
| 5232 Travel Expense | 616.66 | 2,500.00 | 24.7% |
| 5234 Staff Uniforms | 701.00 | 700.00 | 100.1% |
| 5236 Transfer to Reserve | 0.00 | 0.00 | 0.0% |
| Total General Government | 162,503.51 | 497,728.00 | 32.6% |
| Municipal Court | | | |
| 5302 Books & Subscriptions | 0.00 | 100.00 | 0.0% |
| 5304 Building Security | 0.00 | 0.00 | 0.0% |
| 5306 CBSTF | 0.00 | 41,715.00 | 0.0% |
| 5312 Court Technology | 1,302.61 | 0.00 | 100.0% |
| 5314 Dues & Memberships | 75.00 | 200.00 | 37.5% |
| 5318 Merchant Fees/Credit Cards | 2,234.17 | 5,000.00 | 44.7% |
| 5322 Office Supplies/Equipment | 40.21 | 750.00 | 5.4% |
| 5324 State Court Costs | 167,650.60 | 381,780.00 | 43.9% |

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
 October 2025 through January 2026

| | Oct '25 - Jan 26 | Budget | % of Bud... |
|--------------------------------------|---------------------|---------------------|--------------|
| 5326 Training & Education | 350.00 | 1,000.00 | 35.0% |
| 5328 Travel Expense | 0.00 | 1,000.00 | 0.0% |
| 5332 Warrants Collected | 6,014.81 | 2,500.00 | 240.6% |
| Total Municipal Court | 177,667.40 | 434,045.00 | 40.9% |
| Parks and Recreation | | | |
| 5402 Events | 195.00 | 1,500.00 | 13.0% |
| 5406 Professional Dues | 200.00 | 5,000.00 | 4.0% |
| 5408 Tanglewood Park | 290.14 | 500.00 | 5.8% |
| 5412 KHCB | 0.00 | 500.00 | 0.0% |
| 5414 Tree City USA | 139.50 | 500.00 | 27.9% |
| 5416 Town Hall Park | 0.00 | 1,500.00 | 0.0% |
| Total Parks and Recreation | 824.64 | 9,000.00 | 9.2% |
| Parks Corps of Engineer | | | |
| 5432 Arrowhead | 5,523.04 | 20,000.00 | 27.6% |
| 5434 Harbor Grove | 371.69 | 4,500.00 | 8.3% |
| 5436 Point Vista | 3,257.74 | 12,000.00 | 27.1% |
| 5438 Sycamore Bend | 3,112.37 | 118,500.00 | 2.6% |
| Total Parks Corps of Engineer | 12,264.84 | 155,000.00 | 7.9% |
| Personnel | | | |
| 5502 Administration Wages | 147,376.51 | 428,372.00 | 34.4% |
| 5504 Municipal Court Wages | 41,022.15 | 118,010.00 | 34.8% |
| 5506 Police Wages | 575,792.10 | 1,656,025.00 | 34.8% |
| 5507 Police Overtime Wages | 26,966.29 | 48,000.00 | 56.2% |
| 5508 Public Works Wages | 106,030.47 | 306,518.00 | 34.6% |
| 5509 Public Works Overtime Wage | 1,267.06 | 6,000.00 | 21.1% |
| 5510 Health Insurance | 107,306.48 | 330,590.00 | 32.5% |
| 5512 Longevity | 16,680.00 | 16,680.00 | 100.0% |
| 5514 Payroll Expense | 14,701.06 | 32,000.00 | 45.9% |
| 5516 Employment Exams | 1,345.00 | 2,500.00 | 53.8% |
| 5518 Retirement (TMRS) | 131,436.54 | 384,978.00 | 34.1% |
| 5520 Unemployment (TWC) | 112.40 | 3,500.00 | 3.2% |
| 5522 Workman's Compensation | 44,767.00 | 48,378.00 | 92.5% |
| 5524 Contract Employment | 5,670.00 | 30,000.00 | 18.9% |
| Total Personnel | 1,220,473.06 | 3,411,551.00 | 35.8% |
| Police Department | | | |
| 5602 Auto Gas & Oil | 20,526.05 | 50,000.00 | 41.1% |
| 5606 Auto Maintenance & Repair | 37,184.35 | 65,000.00 | 57.2% |
| 5610 Books & Subscriptions | 512.28 | 600.00 | 85.4% |
| 5612 Computer Hardware/Software | 54,410.43 | 75,000.00 | 72.5% |
| 5614 Crime Lab Analysis | 3,131.52 | 4,000.00 | 78.3% |
| 5616 Drug Forfeiture | 2,193.74 | 0.00 | 100.0% |
| 5618 Dues & Memberships | 651.60 | 500.00 | 130.3% |
| 5626 Office Supplies/Equipment | 489.02 | 2,000.00 | 24.5% |
| 5630 Personnel Equipment | 21,182.34 | 20,000.00 | 105.9% |
| 5634 Travel Expense | 0.00 | 1,500.00 | 0.0% |
| 5636 Uniforms | 5,920.34 | 12,000.00 | 49.3% |
| 5640 Training & Education | 12,600.35 | 15,000.00 | 84.0% |
| 5644 Citizens on Patrol | 0.00 | 500.00 | 0.0% |
| 5646 Community Outreach | 293.25 | 1,500.00 | 19.6% |
| 5648 K9 Unit | 977.94 | 3,500.00 | 27.9% |
| 5650 Task Force Forfeiture | 700.00 | 0.00 | 100.0% |
| Total Police Department | 160,773.21 | 251,100.00 | 64.0% |
| Public Works Department | | | |
| 5702 Animal Control Donation | 0.00 | 2,000.00 | 0.0% |
| 5704 Animal Control Equipment | 457.78 | 2,000.00 | 22.9% |
| 5706 Animal Control Supplies | 1,594.15 | 5,000.00 | 31.9% |
| 5708 Animal Control Vet Fees | 7,627.67 | 18,500.00 | 41.2% |
| 5710 Auto Gas & Oil | 6,753.68 | 20,000.00 | 33.8% |
| 5714 Auto Maintenance/Repair | 16,436.19 | 15,000.00 | 109.6% |
| 5716 Beautification | 35,791.44 | 216,102.00 | 16.6% |
| 5718 Computer Hardware/Software | 560.16 | 3,500.00 | 16.0% |
| 5720 Dues & Memberships | 35.00 | 450.00 | 7.8% |
| 5722 Equipment | -575.02 | 2,500.00 | -23.0% |

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2025 through January 2026

| | Oct '25 - Jan 26 | Budget | % of Bud... |
|--|----------------------|----------------------|---------------|
| 5724 Equipment Maintenance | 879.00 | 20,000.00 | 4.4% |
| 5726 Equipment Rental | 277.14 | 500.00 | 55.4% |
| 5728 Equipment Supplies | 1,737.27 | 5,000.00 | 34.7% |
| 5732 Office Supplies/Equipment | 130.80 | 1,500.00 | 8.7% |
| 5734 Communications | 1,200.23 | 4,500.00 | 26.7% |
| 5738 Training | 310.00 | 850.00 | 36.5% |
| 5740 Travel Expense | 0.00 | 2,000.00 | 0.0% |
| 5742 Uniforms | 838.68 | 2,500.00 | 33.5% |
| 5748 Landscaping Services | 11,458.60 | 90,000.00 | 12.7% |
| Total Public Works Department | 85,512.77 | 411,902.00 | 20.8% |
| Services | | | |
| 5802 Appraisal District | 4,816.26 | 19,220.00 | 25.1% |
| 5804 Attorney Fees | 92,314.03 | 150,000.00 | 61.5% |
| 5806 Audit | 18,500.00 | 17,500.00 | 105.7% |
| 5808 Codification | 0.00 | 2,000.00 | 0.0% |
| 5812 Document Management | 0.00 | 750.00 | 0.0% |
| 5814 Engineering | 34,786.02 | 150,000.00 | 23.2% |
| 5816 General Insurance | 66,157.24 | 65,000.00 | 101.8% |
| 5818 Inspections | 10,344.00 | 42,000.00 | 24.6% |
| 5820 Fire Service | 485,346.00 | 970,692.00 | 50.0% |
| 5822 Legal Notices/Advertising | 1,614.76 | 4,000.00 | 40.4% |
| 5824 Library Services | 415.40 | 1,200.00 | 34.6% |
| 5826 Municipal Judge | 4,632.00 | 15,000.00 | 30.9% |
| 5828 Printing | 311.56 | 2,500.00 | 12.5% |
| 5830 Tax Collection | 3,938.13 | 4,000.00 | 98.5% |
| 5832 Computer Technical Support | 49,581.49 | 46,000.00 | 107.8% |
| 5838 DCCAC | 2,400.00 | 2,400.00 | 100.0% |
| 5840 Denton County Dispatch | 0.00 | 40,382.00 | 0.0% |
| 5842 Denton County MHMR | 0.00 | 3,200.00 | 0.0% |
| 5846 Span Transit Services | 0.00 | 10,000.00 | 0.0% |
| 5848 Recording Fees | 0.00 | 500.00 | 0.0% |
| Total Services | 775,156.89 | 1,546,344.00 | 50.1% |
| Special Events | | | |
| 6012 Special Events | 18,426.34 | 25,000.00 | 73.7% |
| Total Special Events | 18,426.34 | 25,000.00 | 73.7% |
| Utilities & Maintenance | | | |
| 5902 Bldg Maintenance/Supplies | 45,189.70 | 200,586.00 | 22.5% |
| 5904 Electric | 10,741.36 | 25,000.00 | 43.0% |
| 5906 Gas | 1,011.75 | 3,000.00 | 33.7% |
| 5908 Street Lighting | 16,924.14 | 42,000.00 | 40.3% |
| 5910 Telecom | 1,744.15 | 17,800.00 | 9.8% |
| 5912 Water | 5,872.83 | 25,000.00 | 23.5% |
| Total Utilities & Maintenance | 81,483.93 | 313,386.00 | 26.0% |
| Total Expense | 6,869,145.28 | 11,712,604.00 | 58.6% |
| Net Ordinary Income | -2,793,633.67 | 0.00 | 100.0% |
| Net Income | -2,793,633.67 | 0.00 | 100.0% |

Town of Hickory Creek
Expenditures over \$1,000.00
January 2026

| Type | Date | Num | Name | Amount |
|---|------------|-----------|------------------------------------|-----------|
| Ordinary Income/Expense | | | | |
| Expense | | | | |
| Capital Outlay | | | | |
| 5022 Parks and Rec Improvements | | | | |
| Check | 01/29/2026 | Debit | Halff Associates, Inc. | 6,685.71 |
| Total 5022 Parks and Rec Improvements | | | | 6,685.71 |
| 5026 Fleet Vehicles | | | | |
| Check | 01/29/2026 | Debit | Enterprise Fleet Management | 1,396.40 |
| Total 5026 Fleet Vehicles | | | | 1,396.40 |
| Total Capital Outlay | | | | 8,082.11 |
| General Government | | | | |
| 5212 EDC Tax Payment | | | | |
| Check | 01/13/2026 | | Hickory Creek Economic Development | 29,095.00 |
| Total 5212 EDC Tax Payment | | | | 29,095.00 |
| 5224 Postage | | | | |
| Check | 01/01/2026 | Debit | Quadient Finance USA, Inc | 1,003.00 |
| Total 5224 Postage | | | | 1,003.00 |
| Total General Government | | | | 30,098.00 |
| Municipal Court | | | | |
| 5324 State Court Costs | | | | |
| Check | 01/21/2026 | | State Comptroller | 92,445.89 |
| Total 5324 State Court Costs | | | | 92,445.89 |
| Total Municipal Court | | | | 92,445.89 |
| Personnel | | | | |
| 5510 Health Insurance | | | | |
| Check | 01/15/2026 | | MetLife | 2,835.13 |
| Check | 01/21/2026 | | Cigna | 23,929.76 |
| Total 5510 Health Insurance | | | | 26,764.89 |
| Total Personnel | | | | 26,764.89 |
| Police Department | | | | |
| 5602 Auto Gas & Oil | | | | |
| Check | 01/22/2026 | Debit | Wright Express | 5,114.74 |
| Total 5602 Auto Gas & Oil | | | | 5,114.74 |
| 5606 Auto Maintenance & Repair | | | | |
| Bill | 01/27/2026 | Inv #1... | Christian Brothers Automotive | 3,368.51 |
| Total 5606 Auto Maintenance & Repair | | | | 3,368.51 |
| 5636 Uniforms | | | | |
| Bill | 01/13/2026 | Inv #1... | Angel Armor | 1,896.95 |
| Total 5636 Uniforms | | | | 1,896.95 |
| Total Police Department | | | | 10,380.20 |
| Public Works Department | | | | |
| 5710 Auto Gas & Oil | | | | |
| Check | 01/22/2026 | Debit | Wright Express | 1,493.80 |
| Total 5710 Auto Gas & Oil | | | | 1,493.80 |
| Total Public Works Department | | | | 1,493.80 |
| Services | | | | |
| 5804 Attorney Fees | | | | |
| Bill | 01/28/2026 | Januar... | Boyle & Lowry, LLP | 10,696.25 |
| Total 5804 Attorney Fees | | | | 10,696.25 |
| 5806 Audit | | | | |

2:43 PM

02/17/26

Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
January 2026

| Type | Date | Num | Name | Amount |
|-------|---|-----------|---|---------------------------|
| Bill | 01/15/2026 | Acct #... | Hankins, Eastup, Deaton, Tonn, Seay ... | 18,500.00 |
| | Total 5806 Audit | | | 18,500.00 |
| Check | 5814 Engineering 01/29/2026 | Debit | Halff Associates, Inc. | 6,211.72 |
| | Total 5814 Engineering | | | 6,211.72 |
| Check | 5818 Inspections 01/29/2026 | ACH | Build by I-Codes | 1,880.00 |
| | Total 5818 Inspections | | | 1,880.00 |
| Bill | 5838 DCCAC 01/28/2026 | | Children's Advocacy Center for North TX | 2,400.00 |
| | Total 5838 DCCAC | | | 2,400.00 |
| | Total Services | | | 39,687.97 |
| Bill | Utilities & Maintenance 5902 Bldg Maintenance/Supplies 01/06/2026 | Invoic... | Container King | 2,350.00 |
| | Total 5902 Bldg Maintenance/Supplies | | | 2,350.00 |
| Check | 5904 Electric 01/22/2026 | Debit | Hudson Energy Services, LLC | 2,803.15 |
| | Total 5904 Electric | | | 2,803.15 |
| Check | 5908 Street Lighting 01/22/2026 | Debit | Hudson Energy Services, LLC | 4,029.14 |
| | Total 5908 Street Lighting | | | 4,029.14 |
| | Total Utilities & Maintenance | | | 9,182.29 |
| | Total Expense | | | 218,135.15 |
| | Net Ordinary Income | | | -218,135.15 |
| | Net Income | | | <u>-218,135.15</u> |



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: 01/01/2026 - 01/31/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8625%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 1/30/26 WAS 1.000043.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|---------|
| | BEGINNING BALANCE | | | 965.74 |
| 01/30/2026 | MONTHLY POSTING | 9999888 | 3.14 | 968.88 |
| | ENDING BALANCE | | | 968.88 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|--------|
| BEGINNING BALANCE | 965.74 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 3.14 |
| ENDING BALANCE | 968.88 |
| AVERAGE BALANCE | 965.74 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|----------------------------------|----------|-------------|----------|
| 2020 CERTIFICATES OF OBLIGATIONS | 0.00 | 0.00 | 3.14 |



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: 01/01/2026 - 01/31/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8625%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 1/30/26 WAS 1.000043.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|-----------|
| | BEGINNING BALANCE | | | 11,304.69 |
| 01/30/2026 | MONTHLY POSTING | 9999888 | 37.07 | 11,341.76 |
| | ENDING BALANCE | | | 11,341.76 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|-----------|
| BEGINNING BALANCE | 11,304.69 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 37.07 |
| ENDING BALANCE | 11,341.76 |
| AVERAGE BALANCE | 11,304.69 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-------------------------|----------|-------------|----------|
| ANIMAL SHELTER FACILITY | 0.00 | 0.00 | 37.07 |



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: 01/01/2026 - 01/31/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8625%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 1/30/26 WAS 1.000043.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|-----------|
| | BEGINNING BALANCE | | | 55,603.46 |
| 01/30/2026 | MONTHLY POSTING | 9999888 | 182.41 | 55,785.87 |
| | ENDING BALANCE | | | 55,785.87 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|-----------|
| BEGINNING BALANCE | 55,603.46 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 182.41 |
| ENDING BALANCE | 55,785.87 |
| AVERAGE BALANCE | 55,603.46 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|----------------------------------|----------|-------------|----------|
| CORONAVIRUS LOCAL RECOVERY FUNDS | 0.00 | 0.00 | 182.41 |



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: 01/01/2026 - 01/31/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8625%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 1/30/26 WAS 1.000043.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|-----------|
| | BEGINNING BALANCE | | | 94,861.75 |
| 01/30/2026 | MONTHLY POSTING | 9999888 | 311.19 | 95,172.94 |
| | ENDING BALANCE | | | 95,172.94 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|-----------|
| BEGINNING BALANCE | 94,861.75 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 311.19 |
| ENDING BALANCE | 95,172.94 |
| AVERAGE BALANCE | 94,861.75 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-----------------------------|----------|-------------|----------|
| HARBOR LANE - SYCAMORE BEND | 0.00 | 0.00 | 311.19 |



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: 01/01/2026 - 01/31/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8625%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 1/30/26 WAS 1.000043.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|--------------|
| | BEGINNING BALANCE | | | 7,513,430.39 |
| 01/07/2026 | WIRE WITHDRAWAL | 6189108 | 758,108.29 - | 6,755,322.10 |
| 01/14/2026 | ACH DEPOSIT | 6189383 | 400,000.00 | 7,155,322.10 |
| 01/30/2026 | MONTHLY POSTING | 9999888 | 23,405.59 | 7,178,727.69 |
| | ENDING BALANCE | | | 7,178,727.69 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|--------------|
| BEGINNING BALANCE | 7,513,430.39 |
| TOTAL DEPOSITS | 400,000.00 |
| TOTAL WITHDRAWALS | 758,108.29 |
| TOTAL INTEREST | 23,405.59 |
| ENDING BALANCE | 7,178,727.69 |
| AVERAGE BALANCE | 7,134,310.80 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-----------------|------------|-------------|-----------|
| INVESTMENT FUND | 400,000.00 | 758,108.29 | 23,405.59 |



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: 01/01/2026 - 01/31/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8625%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 1/30/26 WAS 1.000043.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|------------|
| | BEGINNING BALANCE | | | 111,976.44 |
| 01/30/2026 | MONTHLY POSTING | 9999888 | 367.32 | 112,343.76 |
| | ENDING BALANCE | | | 112,343.76 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|------------|
| BEGINNING BALANCE | 111,976.44 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 367.32 |
| ENDING BALANCE | 112,343.76 |
| AVERAGE BALANCE | 111,976.44 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|--------------------------------|----------|-------------|----------|
| TURBEVILLE RD IMPROVEMENT FUND | 0.00 | 0.00 | 367.32 |

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 2, 2026 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 2, 2026.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training shall be compensated at a flat rate of \$78. Election judges and clerks that elect to complete online training shall be compensated at a rate of a flat \$50. In the event that an Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Presiding Judge in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$20.73/hour), Alternate Judge (\$19.35/ hour), Clerk (\$17.97/ hour)

Election Day – Presiding Judge (\$20.73/hour), Alternate Judge (\$19.35/ hour), Clerk (\$17.97/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff are required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Section XV #9). The Elections Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (March 30, 2026) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list of candidates and/or propositions must be completed on the ballot language form provided by the Elections Administrator, the information will preferably be in sentence case format, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the Central Appraisal District, then the appropriate school district ballot content appearing on the ballot, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered and determined based on the availability of the facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Section XV #9). The Elections Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 2, 2026 election will be as follows:

Monday, April 20; 8am – 5pm

Tuesday, April 21; No Voting – San Jacinto Day (State Holiday)

Wednesday, April 22 through Saturday, April 25; 8am – 5pm

Sunday, April 26; 11am-5pm

Monday, April 27 through Tuesday, April 28; 7am-7pm

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (i.e. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A100
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator

| | |
|------------------|---|
| Presiding Judge: | Early Voting Ballot Board Judge |
| Alternate Judge: | Early Voting Ballot Board Alternate Judge |

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Elections Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and members of the general public by distribution of hard copies at the central counting station (if requested) and by posting to the Elections Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election hand recount audit required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections. On a case-by-case basis, the Elections Administrator may consider administering an entity's election for portions outside of Denton County.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be determined by the Secretary of State, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location. If an entity requests an Early Voting location outside of their jurisdiction and the request is granted, the participating authority shall be responsible for an equal portion of the actual cost associated with the early voting location requested.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Final determination of Early Voting and/or Election Day locations will be confirmed by the Elections Administrator.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agrees to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and/or fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$750 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

The fee for programming each participating authority's election will be based on the number of races within their election. The fee schedule is as follows:

| Programming Fees | |
|------------------|------------|
| Number of Races | DCEA fee |
| 1-5 | \$750.00 |
| 6-10 | \$1,265.00 |
| 11-20 | \$1,650.00 |
| 21-40 | \$2,090.00 |
| 41-75 | \$2,640.00 |
| 76-100 | \$3,135.00 |

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, as addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments to this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outlined in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

| | |
|----------------------------------|---------------------|
| Absentee Voting Coordinator | \$38.542 |
| Voter Registration Clerk | \$35.140 - \$38.991 |
| Technology Resources Coordinator | \$52.767 |
| Elections Technician | \$34.006 - \$36.033 |
| Voter Registration Coordinator | \$43.568 |
| Training Coordinator | \$52.523 |
| Election Coordinator | \$36.886 |

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 2, 2026 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 9^h day of January, 2026 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2026 been executed on behalf of the REPLACE WITH NAME OF POLITICAL SUBDIVISION HERE pursuant to an action of the REPLACE WITH NAME OF POLITICAL SUBDIVISION'S GOVERNING AUTHORITY HERE so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE REPLACE WITH NAME OF POLITICAL SUBDIVISION HERE:

APPROVED:

ATTESTED:

TITLE OF PRESIDING OFFICER

TITLE OF PERSON ACTING AS SECRETARY

CONCESSION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

2.0 Agreement Subject to the Town’s Lease (DACP63-1-15-0593). It is expressly agreed and understood that all of the terms, conditions, privileges and obligations incorporated in the Lease issued to the Town by the Secretary of the Army are as binding on the Concessionaire as if they were set forth herein. Further, should the Secretary of the Army terminate the Lease issued to the Town, this Agreement immediately terminates.

3.0 Term. The term of this Agreement is 1 Year, commencing on March 1, 2026, and ending on March 1, 2027. This Agreement does not automatically renew and does not grant the Concessionaire any rights in any future years.

4.0 Commercial Activities. The Concessionaire is authorized to conduct charter services (the “**Commercial Activities**”) only at the Concession Area.

- 4.1 Obtain a permit related to the commercial use of boat ramps and docks and payment of any applicable fees in the amount of \$ \$27,500.00 for a maximum of 3 vessels.
- 4.2 Prior to issuance of the permit, provide the Town with a certificate of insurance showing commercial liability insurance coverage with a minimum of \$1 million liability coverage and naming the Town and the U.S. Army Corps of Engineers as additional insureds (the “Coverage”).
- 4.3 Maintain the Coverage for the duration of the Term.
- 4.4 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.
- 4.5 Provide 24-hour emergency contact information to the Town.
- 4.6 Concessionaire shall be allowed to conduct operations in Sycamore Bend only unless lake levels increase prohibiting safe passage of vessels under I35E Lake Lewisville Bridge.
- 4.7 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.
- 4.8 Tie to courtesy dock for no more than fifteen (15) minutes to load customers’ personal supplies.
- 4.9 Not allow more than one vessel to be tied to courtesy dock at any given time.
- 4.10 Not distribute passes to individuals but instead require each individual vehicle to purchase a day use or annual pass.
- 4.11 Comply with all provisions of the Town of Hickory Creek’s Code of Ordinances, and other rules or regulations adopted by the Town.

5.0 [intentionally omitted]

6.0 [intentionally omitted]

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

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

9.0 Termination. The Concessionaire understands and agrees that this Agreement is an at-will agreement which the Town may terminate at any time, for any reason in its sole discretion, and with or without cause. Further, the Town has no obligation to provide notice of any default or breach and may terminate this Agreement immediately and without any prior notice. The concessionaire waives any right of recovery or action against the Town arising from or relating to this Agreement, including but not limited to any action for any alleged damages in whatever form, whether actual, incidental, or exemplary, or any action seeking declaratory or injunctive

relief. Should it be necessary for the Town to enforce this Agreement in a court proceeding, the Town is entitled to recovery of its reasonable and necessary attorneys' fees and costs. The Concessionaire waives any right of recovery for its attorneys' fees and costs provided by or under Texas law.

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

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

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

Notice to the Town shall be sent to:

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

Notice to the Concessionaire shall be sent to:

DFW Boat Charters and Rentals
ATTN: Justin Thomure
7611 Capella Court
Plano, Texas 75025
314-800-7987 (cell)
dfwboatcharters@gmail.com

13.0 [intentionally omitted]

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

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

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

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

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

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

20.0 Protection Of Resident Workers. The Town actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and

aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Concessionaire shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Town reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Concessionaire's expense.

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

22.0 Iran, Sudan and Foreign Terrorist Organizations.

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

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

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

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

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

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

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

information contained in Form 1295. The information contained in the Form 1295 has been provided solely by the Concessionaire and the Town has not verified such information.

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

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

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

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

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

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

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

TOWN:

Town of Hickory Creek, Texas

John M. Smith, Jr., Town Manager

Date: _____

CONCESSIONAIRE:

DFW Boat Charters and Rentals

Justin Thomure, Owner

Date: _____

EXHIBIT A
Concession Area





February 17, 2026
AVO 37638.200

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

**Re: 104 Carlisle Drive (Lot 1, Block A – Hickory Creek Addition)
Site Plan and Landscape Plan
4th Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Preliminary Plat, Site Plan and Landscape Plan application for 104 Carlisle Drive, Lot 1, Block A Hickory Creek Addition on September 29, 2025. The surveyor is Eagle Surveying, LLC and the engineer is KJE. The owner is Blackbear Durco, LLC.

2nd Site and Landscape Plan Submittal Received: January 21, 2026

3rd Site and Landscape Plan Submittal Received: February 10, 2026

4th Site and Landscape Plan Submittal Received: February 17, 2026

Halff has reviewed the Site Plan and Landscape Plan and all previous comments have been addressed. Halff recommends Town Council approval of the Site Plan. Halff had recommended Town Council approval of the Tree Preservation and Landscape Plan with the 2nd Review Letter dated January 27, 2026. Please note the 2nd Review of the Preliminary Plat was provided by separate letter on January 20, 2026 and was approved at Town Council on January 29, 2026. Drainage Study/Downstream Assessment is under review by separate letter, and acceptance of Site Plan and Landscape Plan should be contingent upon acceptance of a Drainage Study/Downstream Assessment.

General

1. Please update any callouts, titles, labels, etc. from "City" of Hickory Creek to "Town" of Hickory Creek.
1st Review Response: N/A
2nd Review: Comment Addressed
2. Refer to Town checklist markup for additional comments.
3. Refer to attached markups for all additional comments.
4. Please address comments and markups on the attached markups and provide annotated responses. Please note, not all comments are written on this letter since some comments are easier to show and/or explain in a visual context. Please annotate plat/plan markups with responses.
2nd Review: Annotated Responses to Plan Markups provided.

Site Plan

1. Please include the addition name, lot and block numbers, area in acreage, survey name and abstract number, and county in the title block.
1st Review Response: Noted
2nd Review: Comment Not Addressed, Title block has not been updated.
2nd Review Response: Title block has been updated with the addition name, block numbers, area in acreage, survey name and abstract number.
3rd Review: Comment Partially Addressed. Title block still missing addition name and lot/block numbering (See Markups)
3rd Review Response: **Addition name and lot/block numbering has been added to the border.**
2. 4th Review: **Comment addressed.**
3. Please label and dimension all barrier-free ramps on the site plan.
1st Review Response: Noted
2nd Review: Comment Not Addressed. No visible ramps have been labeled or dimensioned.
2nd Review Response: All barrier-free ramps have been labeled with "BFR" and dimensions have been provided for all three barrier-free ramps on site.
3rd Review: Comment addressed.
4. Please confirm intent/show any exterior lighting/pole locations that are proposed.
1st Review Response: Noted
2nd Review: No exterior lighting shown. Existing power pole locations shown.
2nd Review Response: Photometric plan is not prepared at this time. No proposed light poles will be added to this site. All lighting will be on the buildings.
3rd Review: Comment addressed.
5. Please show and label existing and proposed water and sanitary sewer on-site and abutting the property.
1st Review Response: Noted
2nd Review: Comment Not Addressed, no existing or proposed utilities are shown.
2nd Review Response: Proposed water and sanitary sewer are now shown and labeled on the site plan.
3rd Review: Comment mostly addressed. Label existing sanitary sewer main in Carlisle (See Markups)
3rd Review Response: **Sewer line has been adjusted and labels have been added to clarify what sewer line is existing and proposed.**
4th Review: **Comment addressed.**
6. Please show and label existing and proposed storm drain and inlets on the Site Plan.
1st Review Response: Noted
2nd Review: Comment Not Addressed. No existing storm drain shown. Some proposed drainage flumes and storm inlets shown. Not all storm inlets labeled.
2nd Review Response: Existing and proposed storm drain and inlets are now shown and labeled on the site plan.
3rd Review: Comment addressed.
7. Per Note 1 on the Site Plan, please call out the building heights within this note or on site plan.
1st Review Response: Noted

2nd Review: Comment Not Addressed. No change to note.

2nd Review Response: The note has been adjusted to show the building height as 36 feet.

3rd Review: Comment addressed.

8. Per Note 2 on the Site Plan, the assumption made in the note is unlikely to be the case due to ongoing RR coordination and LCMUA improvements proposed to occur within Carlisle Drive that have not yet been finalized for construction. Please consider this and adjust plans accordingly.

1st Review Response: Noted

2nd Review: Comment Not Addressed. No change in infrastructure layout nor update to the note.

2nd Review Response: The note has been removed and we are assuming that Carlisle Drive improvements won't be completed when the site is built.

3rd Review: Comment addressed.

9. Add FEMA floodplain note from the plat.

1st Review Response: Noted

2nd Review: Comment Not Addressed. Note not added.

2nd Review Response: The note has been added.

3rd Review: Comment addressed.

10. Per Chapter 14, Article XXIV, Section 4, for Office square footage, 1 space per 200 SF must be provided. This will amend total required parking to 81 spaces. Currently providing 60.

1st Review Response: Noted. This has been adjusted.

2nd Review: Comment Addressed. Required parking revised and now meets requirements. Building A and B Office space reduced to 3,600 SF each (previously 6,300 SF). Building A and B Warehouse space increased to 11,700 SF each (previously 9,000 SF).

11. For Impervious Cover quantity/%, the amount currently shown is for building area only. Please include parking/concrete/flatwork as part of the impervious area quantity.

1st Review Response: This has been adjusted.

2nd Review: Comment Addressed. Impervious % revised appropriately.

12. Please add a Vicinity Map to the Site Plan.

1st Review Response: Noted

2nd Review: Comment Not Addressed. Vicinity Map not included.

2nd Review Response: Vicinity map is now included on the site plan.

3rd Review: Comment addressed.

13. Please callout the dumpster screening wall height and material on the Site Plan.

1st Review Response: Dumpster is now shown with wall material and heights.

2nd Review: Comment Addressed. Dumpster and Wall heights included.

14. Please add county recording information for the subject property and for all adjacent properties.

1st Review Response: Surrounding properties have been labeled.

2nd Review: Comment Not Addressed. Missing information on adjacent and subject lots.

2nd Review Response: Information on all adjacent lots are provided.

3rd Review: Comment addressed.

15. Please include driveway approach radii on all driveways.

1st Review Response: Labels have been added.

2nd Review: Comment Not Addressed. Radii labels have not been added.

2nd Review Response: Labels have been added on all driveway approach radii.

3rd Review: Comment addressed.

16. Please dimension the distance between the buildings on the site plan.

1st Review Response: N/A

2nd Review: Comment Not Addressed

2nd Review Response: A dimension label has been added to show the distance between the two buildings.

3rd Review: Comment addressed.

17. Please revise the railroad callout to be DCTA Railway.

1st Review Response: This label has been changed to say DCTA.

2nd Review: Comment Partially Addressed. Updated to DART, but still accurate if referring to Railroad ROW management being DART.

18. Please submit building elevations for review.

1st Review Response: Noted

2nd Review: Comment Not Addressed. Building Elevations not provided to Halff.

2nd Review Response: Building elevations are shown on the building labels in the plan.

2nd Review: Comment Partially Addressed. While FFE and heights of the buildings are provided, the Town will require Building Elevation-View plans/layouts to show the 4 sides of the buildings from an architectural perspective, including materials, colors, dimensions, etc. These may be submitted separately to Town Development Coordinator.

3rd Review Response: The client has submitted the building elevations separately.

4th Review: Comment addressed.

Tree Preservation and Landscape Plan

19. The evaluation on "Health" of the trees will need to be confirmed, signed or declared by an ISA Certified Arborist in order to qualify for exemption on mitigation inches for these trees deemed unhealthy, per Zoning Ordinance Section 10.02.004 Item h.4.A. This tree preservation plan sheet must bear the certified Arborist name and their ISA Certification number for confirmation.

1st Review Response: Plan sheet bears the ISA Cert number and arborist name that evaluated the information.

2nd Review: Comment Addressed.

20. Please verify the calculated tree mitigation inches required per the markups.

1st Review Response: This has been adjusted to 554 caliper inches.

2nd Review: Comment Addressed

21. Please show the dumpster screening wall materials and height on the landscape plan.

1st Review Response: Dumpster is now shown with wall material and heights.

2nd Review: Comment Addressed

22. Verify landscape tabulations shown for tree credits, provided inches, parking spaces, and total trees provided. (See Markups)

1st Review Response: Changed to 34 tree credits. Changed to 37 trees. The amount of parking has remained the same.

2nd Review: Comment Partially Addressed. Should show 28 tree credits to match revised calculation from previous sheet. All other revisions addressed.

23. Plans show planting of 37 trees at 3-inch caliper equaling 111 mitigation inches provided. Total mitigation inches required is 530 inches. Please confirm intent on the remaining 419 mitigation inches and if meant to be covered/paid in fee.

1st Review Response: The above note has been adjusted to show that the total mitigation fee is accounting for 443 total trees.

2nd Review: Comment Addressed. Remaining 443 mitigation inches are to be paid for in fee.

The comments provided herein are based on available information provided to Halff by the Town of Hickory Creek and the private development owner/engineer and are a 3rd party review of the plat/plans. The review provided is in conformance with the Town of Hickory Creek's set standards and guidelines on engineering design and ordinances at the time of the review. The Surveyor or Engineer of Record for the applicable project/design, not Halff as the 3rd party reviewer, is ultimately responsible for the plat/plans and impacts before, during and after construction.

Sincerely,

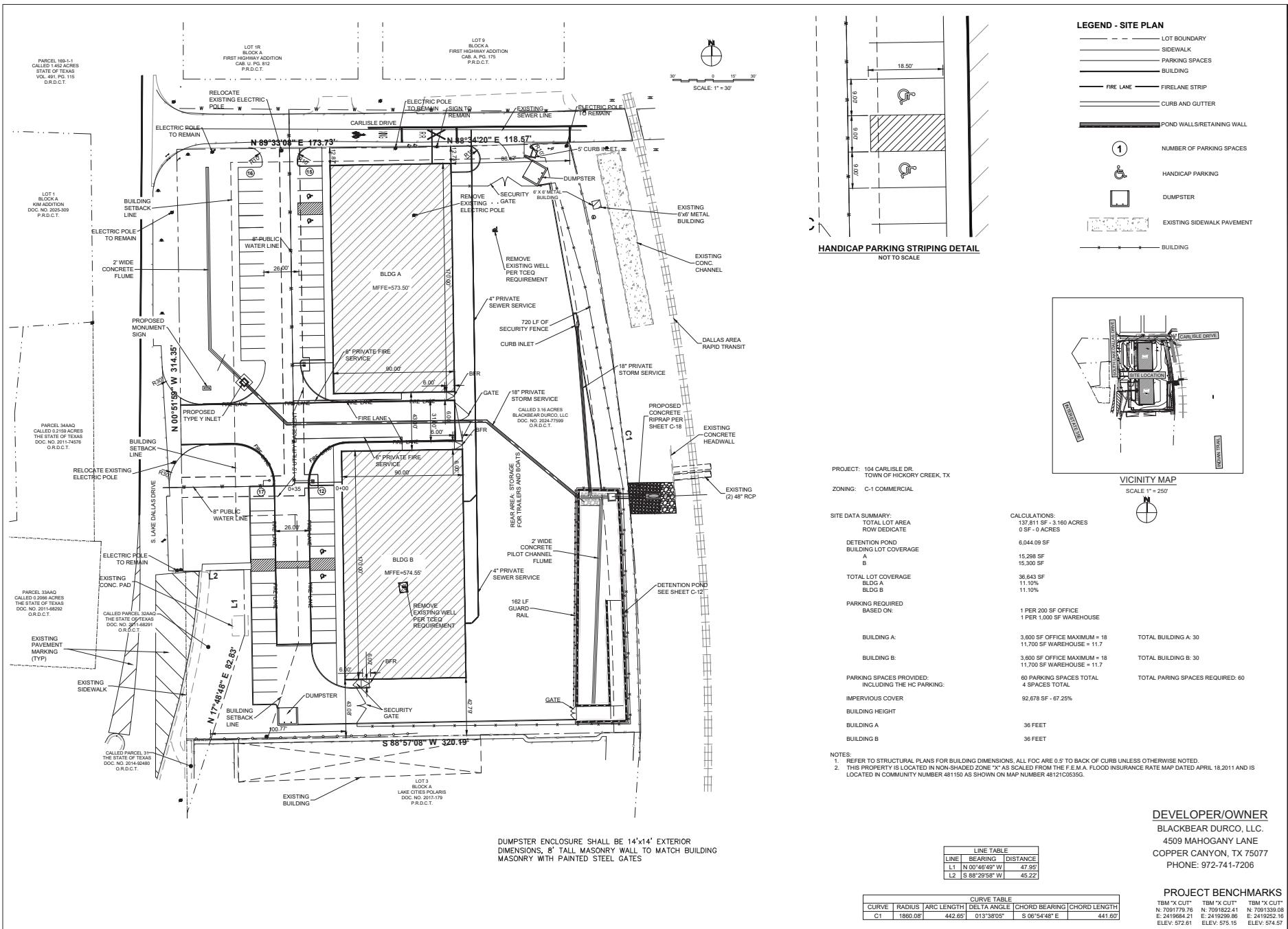
HALFF
TBPELS Engineering Firm No. 312



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

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

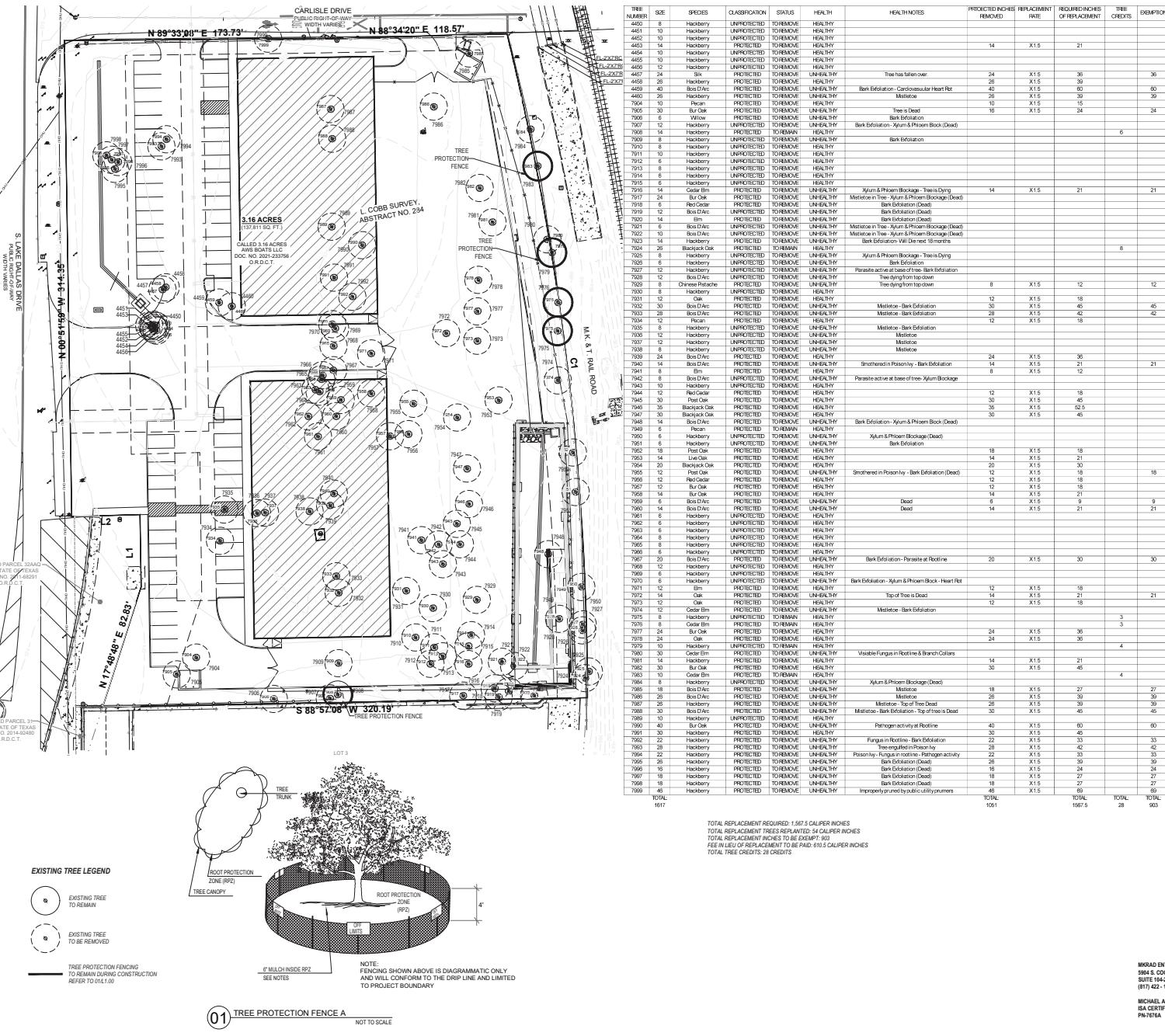
Attachment: Accepted Site Plan and Landscape Plan
Building Elevations
3rd Review Comment Response Letter
Town Checklist markup


 104 CARLISLE DR
HICKORY CREEK, TX 75065
DENTON COUNTY, TX

 104 CARLISLE DR
HICKORY CREEK, TX 75065
DENTON COUNTY, TX

BLACKBEAR DURCO, LLC.
3.16 ACRES
HICKORY CREEK
LOT 1, BLOCK A
LIVINGSTON, TX
ABSTRACT NO. 284
Issued Date: 9/25/2025
Project No: 250074
Drawn By: MM
Checked By: MM
Designed By: MM
Issue Record

1. Description Date
1.700' X CUT 1.700' X CUT 1.700' X CUT
2. CIRCS' REVIEW 1/28/2025
3. CITY SUBMITTAL 1/20/2025
4. CITY SUBMITTAL 2/09/2026
5. CITY SUBMITTAL 2/16/2026



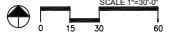
BOSCO DEVELOPMENT
SOUTH LAKE DALLAS DRIVE
TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

UE:
R APPROVAL 08.18.2025
R CITY COMMENTS 10.20.2025
R CITY COMMENTS 01.28.2026

DATE:

**MEET NAME:
SEE PRESERVATION PLAN**

MEET NUMBER:



01 TREE PRESERVATION PLAN

MKRAD ENTERPRISES LTD
5904 S. COOPER STREET
SUITE 104-252
(817) 422-1259

MICHAEL AVID
ISA CERTIFIED ARBORIST
PN-7676A



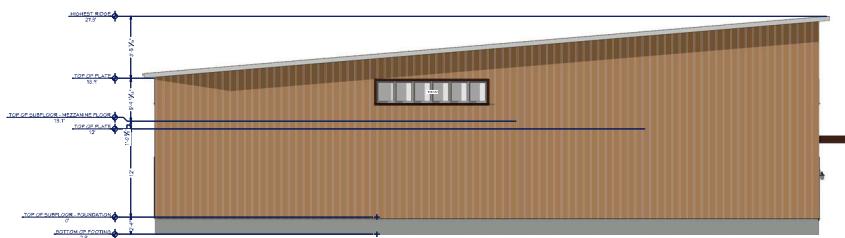
E1 EXTERIOR ELEVATION FRONT
1/8 IN = 1 FT



E4 EXTERIOR ELEVATION RIGHT
1/8 IN = 1 FT



E3 EXTERIOR ELEVATION BACK
1/8 IN = 1 FT



E2 EXTERIOR ELEVATION LEFT
1/8 IN = 1 FT



AGENDA INFORMATION SHEET

MEETING DATE: February 23, 2026

AGENDA ITEM: Interview, consider and act on an appointment to the Arts and Culture Board.

SUMMARY: Place 4 will be appointed with a term expiring June 2026.

Curteco Inc.
6133 Hwy 27
Center Point, TX 78010
Phone: 830-634-3434

EIN: 74-2728472

Quote

February 17, 2026

Town of Hickory Creek
Jeffrey McSpedden

Curteco, Inc will supply all Labor, Equipment and Material necessary to Crack Seal the following list of streets. Poly Flex III by Crafco will be used to seal the cracks.

See street list attached

Total of 164,411 LF @ \$0.52 per LF

Quote --- \$85,493.72

Thank you,



Curtis Wheatcraft

| STREET | L.N.F | P\$.52 |
|-----------|---------|--------------|
| STRAIT | 14,894 | \$ 7,744.88 |
| BRIAR | 18,976 | \$ 9,867.52 |
| OAK TRE | 33,475 | \$ 17,407.00 |
| HILLTOP | 33,201 | \$ 17,264.52 |
| SHORT | 2,618 | \$ 1,361.36 |
| D RD | 4,942 | \$ 2,569.84 |
| LONE TREE | 17,330 | \$ 9,011.60 |
| HICORY | 30,013 | \$ 15,606.76 |
| MELODY | 3,024 | \$ 1,572.48 |
| HARMONY | 5,938 | \$ 3,087.76 |
| | | \$ - |
| TOTAL | 164,411 | \$ 85,493.72 |