



**NOTICE OF  
REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, JUNE 26, 2023, 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. To comply with the provisions of the Open Meetings Act, the Town Council cannot discuss or take action on items brought before them not posted on the agenda. Please complete a request if you wish to address the Town Council. Comments will be limited to three minutes. Open Forum is for information only. No charges and/or complaints will be heard against any elected official, board member, the Town, or employee of the Town that are prohibited by law.

**Consent Agenda**

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

- 1.** May 2023 Council Meeting Minutes
- 2.** May 2022 Financial Statements
- 3.** Consider and act on the 2023-2024 Hickory Creek Economic Development Corporation Budget.

- [4.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2023 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No.1 including the collection of the 2023 annual installments.
- [5.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2023 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No.2 including the collection of the 2023 annual installments.
- [6.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2023 annual update to the service and assessment plan and assessment roll for Hickory Creek Farms Public Improvement District including the collection of the 2023 annual installments.
- [7.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for Accurant Virtual Crime Center Subscriptions between the Town of Hickory Creek and LexisNexis Risk Solutions.

### **Regular Agenda**

- [8.](#) Conduct a public hearing regarding an ordinance of the Town Council of the Town of Hickory Creek, Texas amending the Town's Code of Ordinances, Chapter 14: Zoning, Article VII: SF-1 Residential; Article VIII: SF-2 Residential; Article IX: SF-3 Residential; Article X: TH-1 Townhouse District and Article XII.5: GMH Garth Addition Mobile Home Single-Family Residential and consider and act on an ordinance for the same.
- [9.](#) Consider and act on a preliminary/final plat of the Metso Addition, Lot 1, Block A, 1.083 acres, being a 1.021 & 0.062 acres tracts situated in the Lowry Cobb Survey, Abstract Number 284, Town of Hickory Creek, Denton County, Texas. The property is located at 109 Timberlake Lane.
- [10.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning Broadband Infrastructure.
- [11.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and FiberTex, LLC. concerning lease of Town property for staffing in connection with construction of dark fiber network.
- [12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and the University of North Texas concerning use of a telescope.
- [13.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for professional services by and between the Town of Hickory Creek and Half Associates, Inc. concerning GIS Mapping.

14. Discussion regarding allocation of opioid settlement funds.

### **Executive Session**

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

#### **Section 551.071**

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

#### **Section 551.074**

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

15. Review of individual employees' performance.

### **Reconvene into Open Session**

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

### **Future Agenda Items**

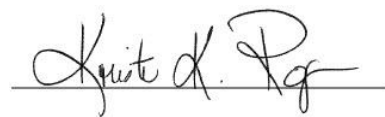
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

### **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 June 21, 2023 at 3:30 p.m.



Kristi Rogers, Town Secretary  
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, MAY 15, 2023**

**MINUTES**

**Call to Order**

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

**Roll Call**

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Chris Gordon

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Trey Sargent, Town Attorney

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

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

**Invocation**

Denton County Commissioner Bobbie J. Mitchell gave the invocation.

**Presentation of Awards**

1. 2022 Business of the Year.

Mayor Clark presented the 2022 Business of the Year award to Angelina's Don Louis' Mexican Restaurant.

2. 2022 Citizen of the Year.

Mayor Clark presented the 2022 Citizen of the Year award to Freddy Calvert.

3. 2023 Female Athlete of the Year.

Mayor Clark presented the 2023 Female Athlete of the Year award to Camryn Richardson.

4. 2023 Male Athlete of the Year.

Mayor Clark presented the 2023 Male Athlete of the Year award to Christian Willis.

## **Town of Hickory Creek**

**May 15, 2023**

**Page 2**

### 5. 2023 Scholars of the Year.

Mayor Clark presented the 2023 Founders Classical Academy Scholar of the Year award to Victoria Valderrey and the 2023 Lake Dallas Scholar of the Year award to Hannah Knop.

### **Proclamations**

### 6. Motorcycle Safety and Awareness

Mayor Clark proclaimed May 2023 as Motorcycle Safety & Awareness Month in the Town of Hickory Creek.

### **Items of Community Interest**

The Parks and Recreation Board will host a Summer Bash Clean Up at Sycamore Bend Park on Saturday, June 3, 2023, 9:00 a.m. to 12:00 p.m.

Thanks to Hickory Creek Animal Services staff, Corinth Veterinary Clinic and volunteers, who participated in the low-cost vaccination clinic held April 29, 2023.

Peace Officer Memorial Day observed on May 15, 2023. National Police Week observed May 14, 2023 through May 20, 2023.

### **Public Comment**

There were no speakers for public comment.

### **Consent Agenda**

7. March 2023 Council Meeting Minutes.
8. March 2023 Financial Statements.
9. April 2023 Financial Statements.
10. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 2: Animal Control authorizing collection of fees for disposal of animal carcasses.
11. Consider and act on an ordinance of the Town of Hickory Creek, Texas, allowing for the inclusion of area receiving longstanding treatment as part of the municipality pursuant to Section 41.003 of the Texas Local Government Code by making an uncontestable finding that all territory included within the Town of Hickory Creek for the preceding twenty years is part of the Town of Hickory Creek, Texas.
12. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 3: Building Regulations; by adopting a local amendment to the International Residential Code concerning allowed renovations with the Town; providing the Town Building Official the authority and power to enforce provisions of codes.

**Town of Hickory Creek**

**May 15, 2023**

**Page 3**

13. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 10: Subdivision Regulations; by delegating plat approval authority to the Town Administrator.

Councilmembers Gibbons and Theodore requested item 13 to be pulled from the consent agenda for separate discussion.

Trey Sargent, Town Attorney, provided an overview of the ordinance and answered questions from the Town Council.

Motion made by Councilmember Theodore to approve item 13, Seconded by Councilmember Gordon.

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

14. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 10: Subdivision Regulations by amending the Town's tree preservation ordinance.

Councilmember Theodore requested item 14 be pulled from the consent agenda for separate discussion.

John Smith, Town Administrator and Trey Sargent, Town Attorney, provided an overview of the ordinance and answered questions from the Town Council.

Motion made by Councilmember Theodore to approve the ordinance, Seconded by Mayor Pro Tem Kenney.

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

15. Consider and act on a resolution designating Angelina's Don Louis' Mexican Restaurant as the 2022 Business of the Year.

16. Consider and act on a resolution designating Freddy Calvert as the 2022 Citizen of the Year.

17. Consider and act on a resolution designating Camryn Richardson as the 2023 Female Athlete of the Year.

18. Consider and act on a resolution designating Christian Willis as the 2023 Male Athlete of the Year.

19. Consider and act on a resolution designating Victoria Valderrey as the 2023 Founders Classical Academy Scholar of the Year.

20. Consider and act on a resolution designating Hannah Knop as the 2023 Lake Dallas High School Scholar of the Year.

**Town of Hickory Creek**

**May 15, 2023**

**Page 4**

21. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning dispatch services.
22. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, nominating one candidate to a slate of nominees for the board of managers of the Denco Area 9-1-1 District.
23. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a master application and fee schedule; and providing an effective date.
24. Consider and act on an amendment to the site and landscape plan for Alpha-Omega Hickory Creek Addition, Lot 1, Block A, 2.895 acres, 8560 S. Stemmons Freeway, situated in the Susan O. McCarroll Survey, Abstract No. 958, Town of Hickory Creek, Denton County, Texas.

Councilmember Gibbons requested item 24 be pulled from the consent agenda for separate discussion.

John Smith, Town Administrator, provided an overview of the site and landscape plan and answered questions from the Town Council.

Chris Morphew, owner of Reliant Construction, representing Alpha-Omega, answered questions from the town council.

Motion made by Councilmember Gibbons to approve item 24, Seconded by Councilmember Dupree.

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

25. Consider and act on an amendment to the final plat for Lake Dallas RV Park No.2, Lot 1A, Block 1, being a replat of Lot 1, Block 1, Lake Dallas RV Park No.2, an addition to the City of Hickory Creek, as recorded in Inst. No. 2022-457, P.R.D.C.T., situated in the Lowery Cobb Survey, Abstract Number 284, Town of Hickory Creek ETJ, Denton County Texas. The property is located in the 130 block of Folly Beach Road.
26. Consider and act on an amendment to the final plat for the Lakesound Addition, Lot 1, Block A in the H. Swisher Survey, Abstract No 1220, Town of Hickory Creek, Denton County Texas. The property is located in the 3400 block of FM 2181.

Councilmember Gibbons requested item 26 be pulled from the consent agenda for separate discussion.

John Smith, Town Administrator, provided an overview of the final plat and answered questions from the Town Council.

**Town of Hickory Creek**

**May 15, 2023**

**Page 5**

Motion made by Councilmember Gordon to approve an amendment to the final plat for the Lakesound Addition, Seconded by Mayor Pro Tem Kenney.

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

27. Consider and act on a final plat of Reserve at Hickory Creek, Block A, Lots 1-20, 21X; Block B, Lots 1-15, 16X; Block C, Lots 1-12, 13X; Block D, Lots 1-12, 13X; Block E, Lots 1-12, 13X; Block F, Lots 1-14, 15X; Block G, Lots 1-12, 13X; Block H, Lots 1-12, 13X; Block I, Lots 1-12, 13X; Block J, Lots 1-12, 13X; Block K, Lots 1-12, 13X; Block L, Lot 1X; Block M, Lots 1-20, 21X; Block N, Lots 1-20, 21X; Block O, Lots 1-20, 21X; Block P, Lots 1-20, 21X; Block Q, Lot 1X: 18.8530 acres, 225 residential lots, 17 open space lots, situated in the H.H. Swisher Survey, Abstract no. 1220, Town of Hickory Creek, Denton County, Texas.

Councilmember Gibbons requested item 27 be pulled from the consent agenda for separate discussion.

John Smith, Town Administrator, provided an overview of the final plat and answered questions from the Town Council.

Motion made by Councilmember Gibbons to approve item 27, Seconded by Councilmember Gordon.

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

Motion made by Councilmember DuPree to approve consent agenda items 1-12, 15-23 and 25 as presented, Seconded by Councilmember Theodore.

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

**Regular Agenda**

28. Presentation of Certificates of Election and Administration of Oaths of Office to candidates elected.

Mayor Lynn Clark presented Certificates of Election and administered Oaths of Office to Councilmember Randy Gibbons, Chris Gordon and Ian Theodore.

29. Interviews for various boards and commissions.

The Town Council interviewed Collin Johnson, Brenda Kihl and Jeff Tucker for various boards and commissions.

30. Discussion regarding partnership with UNT to house a telescope on Pratt Property.

John Grosskopf, Hickory Creek resident, provided an overview of the partnership with the University of North Texas including the type of telescope, infrastructure required to house the telescope, benefits to Hickory Creek and estimated timeframe of completion of project.



**Town of Hickory Creek**

**May 15, 2023**

**Page 6**

Mayor Clark called for a recess at 7:45 p.m.

Mayor Clark called the meeting back to order after the recess at 8:00 p.m.

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

Nick Aguilar, Place 1, Suzanne Ortolano, Place 3, William Brewer, Place 5.

Motion made by Councilmember Theodore to appoint members to the Arts and Culture Board as presented, Seconded by Mayor Pro Tem Kenney.

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

32. Consider and act on appointments to Board of Adjustments.

Joey Hernandez, Place 1, Jeff Tucker, Place 3, David Jones, Place 5, Smita Pascual, Alternate 1.

Motion made by Councilmember Gordon to approve appointments as presented, Seconded by Councilmember DuPree.

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

33. Consider and act on appointments to the Code of Ethics Board.

Councilmember Randy Gibbons would like to reappoint Jack Gwynne, Councilmember Chris Gordon would like to reappoint James Schultz and Councilmember Ian Theodore would like to reappoint Rick Carruth.

Motion made by Councilmember Gibbons to approve appointments as presented, Seconded by Councilmember Theodore.

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

34. Consider and act on appointments to the Parks and Recreation Board.

Nick Wohr, Place 1, William Wann, Place 3, Mandy Larkin, Place 5, Dinah Stults, Place 7.

Motion made by Councilmember DuPree to approve appointments as presented, Seconded by Mayor Pro Tem Kenney.

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

35. Consider and act on appointments to the Planning and Zoning Commission.

Dustin Jensen Place 1, Brenda Kihl, Place 3, Collin Johnson, Place 5, David Gilmore, Place 7.

Motion made by Councilmember Gibbons to approve appointments as presented, Seconded by Councilmember DuPree.

**Town of Hickory Creek**

**May 15, 2023**

**Page 7**

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

36. Consider and act on the 2023 Lake Cities 4th of July Celebration to be held on Saturday, July 1, 2023.

Motion made by Mayor Pro Tem Kenney to allocate funds in the amount of \$5,000 for the 2023 Lake Cities 4<sup>th</sup> of July Celebration to be held on Saturday, July 1, 2023 with details forthcoming, Seconded by Councilmember Theodore.

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

37. Consider and act on appointment of Mayor Pro Tem.

Motion made by Councilmember Theodore to appoint Paul Kenney, Mayor Pro Tem, Seconded by Councilmember DuPree.

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

38. Discussion regarding allowable uses of the Tree Restoration Fund.

Discussion was held regarding allowable uses of the Tree Restoration Fund.

39. Receive an update from John Smith, Town Administrator, regarding traffic signal at the intersection of FM 2181 and Parkridge Drive.

John Smith, Town Administrator, provided an overview regarding traffic signal at the intersection of FM 2181 and Parkridge Drive.

40. Receive update from Town Council board liaisons regarding activity of boards and commissions since the March council meeting and discuss same.

Variances heard by the Board of Adjustments recently include projects completed prior to the issuance of a permit. Discussion was held regarding possible solutions.

The animal services officers are doing an outstanding job. The low-cost vaccination clinic was a great success. The agreement with the City of Denton Animal Shelter allows the shelters to exchange animals if needed. Denton Animal Support Foundation provides the shelter with needed items.

Hickory Creek PD, Corinth PD and Lake Dallas PD will participate in increased I-35E traffic enforcement.

**Future Agenda Items**

The following item was requested: schedule the volunteer appreciation dinner.

**Adjournment**

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

**Town of Hickory Creek**

**May 15, 2023**

**Page 8**

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

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

---

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 May 31, 2023

	<b>May 31, 23</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	23,780.36
BOA - Drug Forfeiture	35,825.38
BOA - Drug Seizure	57,959.18
BOA - General Fund	301,777.50
BOA - Parks and Recreation	26,784.16
BOA - Payroll	250.00
BOA - Police State Training	5,188.31
Logic 2020 CO's	1,049,844.42
Logic Animal Shelter Facility	9,945.76
Logic Coronavirus Recovery Fund	718,214.32
Logic Harbor Ln-Sycamore Bend	83,458.25
Logic Investment Fund	10,930,734.33
Logic Turbeville Road	98,515.55
<b>Total Checking/Savings</b>	13,342,277.52
<b>Accounts Receivable</b>	
Municipal Court Payments	15,482.20
<b>Total Accounts Receivable</b>	15,482.20
<b>Total Current Assets</b>	13,357,759.72
<b>TOTAL ASSETS</b>	<b>13,357,759.72</b>
<b>LIABILITIES &amp; EQUITY</b>	0.00

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

	May 23
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Ad Valorem Tax Revenue</b>	
4002 M&O	6,599.59
4004 M&O Penalties & Interest	441.64
4006 Delinquent M&O	0.13
4008 I&S Debt Service	2,677.40
4010 I&S Penalties & Interest	172.43
<b>Total Ad Valorem Tax Revenue</b>	9,891.19
<b>Building Department Revenue</b>	
4102 Building Permits	392,945.71
4104 Certificate of Occupancy	6,250.00
4106 Contractor Registration	675.00
4108 Preliminary/Final Plat	4,250.00
<b>Total Building Department Revenue</b>	404,120.71
<b>Franchise Fee Revenue</b>	
4204 Charter Communications	9,923.19
4208 CoServ	1,402.56
4212 Republic Services	4,955.67
<b>Total Franchise Fee Revenue</b>	16,281.42
<b>Interest Revenue</b>	
4330 General Fund Interest	2.99
4332 Investment Interest	51,030.99
<b>Total Interest Revenue</b>	51,033.98
<b>Miscellaneous Revenue</b>	
4502 Animal Adoption & Impound	2,993.50
4508 Annual Park Passes	1,790.00
4510 Arrowhead Park Fees	12,867.00
4520 Drug Seizure	53,662.00
4526 Mineral Rights	136.66
4530 Other Receivables	12,668.69
4536 Point Vista Park Fees	1,105.00
4550 Sycamore Bend Fees	5,092.00
4558 Harbor Lane/Sycamore Bend	1,750.00
<b>Total Miscellaneous Revenue</b>	92,064.85
<b>Municipal Court Revenue</b>	
4602 Building Security Fund	1,551.23
4604 Citations	41,422.12
4606 Court Technology Fund	1,195.69
4608 Jury Fund	28.70
4610 Truancy Fund	1,434.63
4612 State Court Costs	23,808.62
4614 Child Safety Fee	25.00
<b>Total Municipal Court Revenue</b>	69,465.99
<b>Sales Tax Revenue</b>	
4702 Sales Tax General Fund	197,472.07
4706 Sales Tax 4B Corporation	28,210.30
4708 Sales Tax Mixed Beverage	3,342.23
<b>Total Sales Tax Revenue</b>	229,024.60
<b>Total Income</b>	871,882.74
<b>Gross Profit</b>	871,882.74
<b>Expense</b>	
<b>Capital Outlay</b>	
5010 Street Maintenance	165.42
5012 Streets & Road Improvement	64,850.07

## Town of Hickory Creek

## Profit &amp; Loss

May 2023

06/08/23

Accrual Basis

	<u>May 23</u>
5026 Fleet Vehicles	8,179.65
<b>Total Capital Outlay</b>	<b>73,195.14</b>
<b>General Government</b>	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	1,715.17
5208 Copier Rental	81.19
5210 Dues & Memberships	1,545.00
5212 EDC Tax Payment	28,210.30
5216 Volunteer/Staff Events	1,647.08
5218 General Communications	472.00
5222 Office Supplies & Equip.	345.90
5226 Community Cause	1,783.93
5228 Town Council/Board Expense	422.14
<b>Total General Government</b>	<b>36,237.71</b>
<b>Municipal Court</b>	
5304 Building Security	39.96
5312 Court Technology	1,125.08
5318 Merchant Fees/Credit Cards	342.54
5322 Office Supplies/Equipment	345.90
5324 State Court Costs	5,000.00
5326 Training & Education	150.00
5332 Warrants Collected	821.01
<b>Total Municipal Court</b>	<b>7,824.49</b>
<b>Parks and Recreation</b>	
5408 Tanglewood Park	45.49
<b>Total Parks and Recreation</b>	<b>45.49</b>
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	411.03
5434 Harbor Grove	88.27
5436 Point Vista	213.73
5438 Sycamore Bend	262.41
<b>Total Parks Corps of Engineer</b>	<b>975.44</b>
<b>Personnel</b>	
5502 Administration Wages	32,154.27
5504 Municipal Court Wages	6,605.92
5506 Police Wages	80,319.18
5507 Police Overtime Wages	2,951.83
5508 Public Works Wages	21,214.70
5509 Public Works Overtime Wage	187.35
5510 Health Insurance	23,601.00
5514 Payroll Expense	2,131.24
5516 Employment Exams	237.80
5518 Retirement (TMRS)	21,876.48
<b>Total Personnel</b>	<b>191,279.77</b>
<b>Police Department</b>	
5602 Auto Gas & Oil	4,705.76
5606 Auto Maintenance & Repair	5,818.29
5612 Computer Hardware/Software	1,053.78
5614 Crime Lab Analysis	3,697.33
5616 Drug Forfeiture	2,258.40
5626 Office Supplies/Equipment	288.08
5630 Personnel Equipment	1,481.33
5636 Uniforms	1,026.52
5640 Training & Education	130.38
<b>Total Police Department</b>	<b>20,459.87</b>
<b>Public Works Department</b>	

## Town of Hickory Creek

## Profit &amp; Loss

May 2023

06/08/23

Accrual Basis

	<u>May 23</u>
5706 Animal Control Supplies	538.78
5708 Animal Control Vet Fees	852.11
5710 Auto Gas & Oil	2,017.75
5714 Auto Maintenance/Repair	1,066.84
5718 Computer Hardware/Software	127.44
5724 Equipment Maintenance	-99.99
5728 Equipment Supplies	514.66
5734 Communications	348.65
5748 Landscaping Services	10,532.56
<b>Total Public Works Department</b>	<b>15,898.80</b>
<b>Services</b>	
5804 Attorney Fees	16,024.25
5812 Document Management	940.00
5814 Engineering	7,201.41
5818 Inspections	6,420.00
5822 Legal Notices/Advertising	639.00
5824 Library Services	140.00
5826 Municipal Judge	100.00
5828 Printing	180.00
<b>Total Services</b>	<b>31,644.66</b>
<b>Special Events</b>	
6012 Special Events	267.98
<b>Total Special Events</b>	<b>267.98</b>
<b>Utilities &amp; Maintenance</b>	
5902 Bldg Maintenance/Supplies	11,023.94
5904 Electric	2,386.60
5906 Gas	118.12
5908 Street Lighting	3,286.48
5910 Telephone	4,676.30
5912 Water	1,194.99
<b>Total Utilities &amp; Maintenance</b>	<b>22,686.43</b>
<b>Total Expense</b>	<b>400,515.78</b>
<b>Net Ordinary Income</b>	<b>471,366.96</b>
<b>Net Income</b>	<b>471,366.96</b>

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 66.64%**  
**October 2022 through May 2023**

	Oct '22 - May 23	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	1,562,379.46	1,573,408.00	99.3%
4004 M&O Penalties & Interest	6,392.74	4,500.00	142.1%
4006 Delinquent M&O	2,713.28	3,000.00	90.4%
4008 I&S Debt Service	830,322.18	836,400.00	99.3%
4010 I&S Penalties & Interest	2,971.07	2,000.00	148.6%
4012 Delinquent I&S	1,055.54	2,000.00	52.8%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,405,834.27</b>	<b>2,421,308.00</b>	<b>99.4%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	2,641,833.04	1,500,000.00	176.1%
4104 Certificate of Occupancy	26,250.00	20,000.00	131.3%
4106 Contractor Registration	6,075.00	5,500.00	110.5%
4108 Preliminary/Final Plat	7,650.00	1,700.00	450.0%
4110 Prelim/Final Site Plan	13,076.00	1,700.00	769.2%
4112 Health Inspections	5,060.00	10,000.00	50.6%
4122 Septic Permits	425.00	1,100.00	38.6%
4124 Sign Permits	800.00	1,000.00	80.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	4,075.00	5,000.00	81.5%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	325.00	500.00	65.0%
<b>Total Building Department Revenue</b>	<b>2,705,569.04</b>	<b>1,546,775.00</b>	<b>174.9%</b>
<b>Franchise Fee Revenue</b>			
4202 Atmos Energy	89,407.77	65,000.00	137.6%
4204 Charter Communications	30,751.73	36,500.00	84.3%
4206 CenturyLink	0.00	0.00	0.0%
4208 CoServ	5,127.54	4,700.00	109.1%
4210 Oncor Electric	143,313.48	142,364.00	100.7%
4212 Republic Services	41,554.51	48,000.00	86.6%
<b>Total Franchise Fee Revenue</b>	<b>310,155.03</b>	<b>296,564.00</b>	<b>104.6%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	12.96	25.00	51.8%
4332 Investment Interest	313,126.92	185,000.00	169.3%
<b>Total Interest Revenue</b>	<b>313,139.88</b>	<b>185,025.00</b>	<b>169.2%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	0.00	51,000.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>51,000.00</b>	<b>0.0%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	15,637.70	7,200.00	217.2%
4506 Animal Shelter Donations	940.00	1,500.00	62.7%
4508 Annual Park Passes	41,278.00	10,000.00	412.8%
4510 Arrowhead Park Fees	25,672.00	36,000.00	71.3%
4512 Beer & Wine Permit	60.00	150.00	40.0%
4516 Corp Parks Fund Reserve	0.00	53,250.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	65,312.00	0.00	100.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	854.14	1,000.00	85.4%
4530 Other Receivables	74,683.18	50,000.00	149.4%
4534 PD State Training	1,113.51	1,114.00	100.0%
4536 Point Vista Park Fees	6,382.00	10,000.00	63.8%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	10,700.00	25,000.00	42.8%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	8,750.00	8,750.00	100.0%
4560 2020 CO Proceeds	0.00	3,000,000.00	0.0%



**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 66.64%**  
**October 2022 through May 2023**

	Oct '22 - May 23	Budget	% of Budget
4562 Coronavirus Local Recovery	0.00	595,240.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%
4566 Interlocal Agreements	173,700.00	188,700.00	92.1%
4568 Opiod Settlements	5,182.52	5,200.00	99.7%
<b>Total Miscellaneous Revenue</b>	<b>430,265.05</b>	<b>3,993,104.00</b>	<b>10.8%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	9,309.90	18,023.00	51.7%
4604 Citations	298,087.63	550,000.00	54.2%
4606 Court Technology Fund	7,719.47	15,963.00	48.4%
4608 Jury Fund	179.56	200.00	89.8%
4610 Truancy Fund	8,845.81	0.00	100.0%
4612 State Court Costs	154,769.69	311,060.00	49.8%
4614 Child Safety Fee	25.00	800.00	3.1%
<b>Total Municipal Court Revenue</b>	<b>478,937.06</b>	<b>896,046.00</b>	<b>53.5%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	1,429,281.94	1,872,500.00	76.3%
4706 Sales Tax 4B Corporation	204,183.14	267,500.00	76.3%
4708 Sales Tax Mixed Beverage	23,503.03	30,000.00	78.3%
4710 Hotel Occupancy Tax	3,022.12	3,500.00	86.3%
<b>Total Sales Tax Revenue</b>	<b>1,659,990.23</b>	<b>2,173,500.00</b>	<b>76.4%</b>
<b>Total Income</b>	<b>8,303,890.56</b>	<b>11,563,322.00</b>	<b>71.8%</b>
<b>Gross Profit</b>	<b>8,303,890.56</b>	<b>11,563,322.00</b>	<b>71.8%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	13,284.95	25,000.00	53.1%
5012 Streets & Road Improvement	102,558.31	700,000.00	14.7%
5022 Parks and Rec Improvements	126,171.71	500,000.00	25.2%
5024 Public Safety Improvements	285,528.81	500,000.00	57.1%
5026 Fleet Vehicles	181,849.39	215,000.00	84.6%
5030 Sycamore Bend Construction	-215,664.85	1,300,000.00	-16.6%
5032 Broadband Initiative	147,399.53	595,240.00	24.8%
<b>Total Capital Outlay</b>	<b>641,127.85</b>	<b>3,835,240.00</b>	<b>16.7%</b>
<b>Debt Service</b>			
5106 2012 Refunding Bond Series	1,295.50	81,648.00	1.6%
5110 2015 Refunding Bond Series	49,126.25	307,650.00	16.0%
5112 2015 C.O. Series	54,201.25	276,800.00	19.6%
5114 2020 C.O. Series	51,476.25	251,950.00	20.4%
<b>Total Debt Service</b>	<b>156,099.25</b>	<b>918,048.00</b>	<b>17.0%</b>
<b>General Government</b>			
5202 Bank Service Charges	120.00	200.00	60.0%
5204 Books & Subscriptions	3,009.00	300.00	1,003.0%
5206 Computer Hardware/Software	91,299.95	150,000.00	60.9%
5208 Copier Rental	2,231.96	4,200.00	53.1%
5210 Dues & Memberships	3,020.25	3,000.00	100.7%
5212 EDC Tax Payment	204,190.14	267,500.00	76.3%
5214 Election Expenses	14,908.19	15,000.00	99.4%
5216 Volunteer/Staff Events	4,356.34	10,500.00	41.5%
5218 General Communications	21,032.28	32,000.00	65.7%
5222 Office Supplies & Equip.	1,306.18	4,000.00	32.7%
5224 Postage	5,598.47	5,800.00	96.5%
5226 Community Cause	2,058.57	3,000.00	68.6%
5228 Town Council/Board Expense	4,909.70	11,000.00	44.6%
5230 Training & Education	369.15	1,500.00	24.6%
5232 Travel Expense	1,460.17	3,000.00	48.7%
5234 Staff Uniforms	794.09	800.00	99.3%
5236 Transfer to Reserve	0.00	891,364.00	0.0%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 66.64%**  
**October 2022 through May 2023**

	Oct '22 - May 23	Budget	% of Budget
<b>Total General Government</b>	360,664.44	1,403,164.00	25.7%
<b>Municipal Court</b>			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	39.96	18,023.00	0.2%
5312 Court Technology	8,455.60	15,963.00	53.0%
5314 Dues & Memberships	55.00	150.00	36.7%
5318 Merchant Fees/Credit Cards	1,458.26	0.00	100.0%
5322 Office Supplies/Equipment	488.64	750.00	65.2%
5324 State Court Costs	195,974.08	311,060.00	63.0%
5326 Training & Education	450.00	100.00	450.0%
5328 Travel Expense	47.16	500.00	9.4%
5332 Warrants Collected	-447.52	0.00	100.0%
<b>Total Municipal Court</b>	206,521.18	346,621.00	59.6%
<b>Parks and Recreation</b>			
5402 Events	0.00	2,000.00	0.0%
5408 Tanglewood Park	3,390.04	5,000.00	67.8%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	228.13	500.00	45.6%
5416 Town Hall Park	0.00	0.00	0.0%
<b>Total Parks and Recreation</b>	3,818.17	8,000.00	47.7%
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	110,404.86	100,000.00	110.4%
5434 Harbor Grove	1,125.09	5,000.00	22.5%
5436 Point Vista	3,902.35	7,500.00	52.0%
5438 Sycamore Bend	11,260.77	21,750.00	51.8%
<b>Total Parks Corps of Engineer</b>	126,693.07	134,250.00	94.4%
<b>Personnel</b>			
5502 Administration Wages	276,291.37	413,630.00	66.8%
5504 Municipal Court Wages	50,015.23	84,358.00	59.3%
5506 Police Wages	674,044.39	1,109,152.00	60.8%
5507 Police Overtime Wages	22,929.70	25,000.00	91.7%
5508 Public Works Wages	171,431.14	273,860.00	62.6%
5509 Public Works Overtime Wage	4,110.45	4,500.00	91.3%
5510 Health Insurance	186,386.74	291,696.00	63.9%
5512 Longevity	14,265.00	14,300.00	99.8%
5514 Payroll Expense	18,164.63	22,000.00	82.6%
5516 Employment Exams	1,647.80	2,500.00	65.9%
5518 Retirement (TMRS)	192,393.70	279,462.00	68.8%
5520 Unemployment (TWC)	263.66	2,500.00	10.5%
5522 Workman's Compensation	40,155.14	38,766.00	103.6%
<b>Total Personnel</b>	1,652,098.95	2,561,724.00	64.5%
<b>Police Department</b>			
5602 Auto Gas & Oil	29,795.65	35,000.00	85.1%
5606 Auto Maintenance & Repair	29,747.05	25,000.00	119.0%
5610 Books & Subscriptions	202.00	750.00	26.9%
5612 Computer Hardware/Software	46,612.43	45,000.00	103.6%
5614 Crime Lab Analysis	5,588.03	3,500.00	159.7%
5616 Drug Forfeiture	2,258.40	0.00	100.0%
5618 Dues & Memberships	190.00	500.00	38.0%
5626 Office Supplies/Equipment	1,966.92	1,800.00	109.3%
5630 Personnel Equipment	45,790.61	50,000.00	91.6%
5634 Travel Expense	406.76	2,500.00	16.3%
5636 Uniforms	13,109.25	10,000.00	131.1%
5640 Training & Education	4,244.62	8,500.00	49.9%
5644 Citizens on Patrol	0.00	250.00	0.0%
5646 Community Outreach	619.92	2,000.00	31.0%
5648 K9 Unit	11,478.11	14,500.00	79.2%
5650 Task Force Forfeiture	0.00	10,000.00	0.0%
<b>Total Police Department</b>	192,009.75	209,300.00	91.7%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 66.64%**  
**October 2022 through May 2023**

	Oct '22 - May 23	Budget	% of Budget
<b>Public Works Department</b>			
5702 Animal Control Donation	0.00	1,500.00	0.0%
5704 Animal Control Equipment	-111.96	2,000.00	-5.6%
5706 Animal Control Supplies	3,946.02	4,500.00	87.7%
5708 Animal Control Vet Fees	9,216.40	15,000.00	61.4%
5710 Auto Gas & Oil	13,064.75	20,000.00	65.3%
5714 Auto Maintenance/Repair	13,877.72	10,000.00	138.8%
5716 Beautification	4,011.33	145,000.00	2.8%
5718 Computer Hardware/Software	5,341.85	1,000.00	534.2%
5720 Dues & Memberships	100.00	350.00	28.6%
5722 Equipment	0.00	5,000.00	0.0%
5724 Equipment Maintenance	2,538.21	6,000.00	42.3%
5726 Equipment Rental	0.00	1,500.00	0.0%
5728 Equipment Supplies	2,991.60	5,000.00	59.8%
5732 Office Supplies/Equipment	538.49	500.00	107.7%
5734 Communications	2,939.81	3,800.00	77.4%
5738 Training	594.15	800.00	74.3%
5740 Travel Expense	2,266.10	3,000.00	75.5%
5742 Uniforms	2,116.97	2,500.00	84.7%
5748 Landscaping Services	25,807.13	90,000.00	28.7%
<b>Total Public Works Department</b>	<b>89,238.57</b>	<b>317,450.00</b>	<b>28.1%</b>
<b>Services</b>			
5802 Appraisal District	6,942.52	14,000.00	49.6%
5804 Attorney Fees	33,206.10	60,000.00	55.3%
5806 Audit	15,000.00	15,000.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	940.00	750.00	125.3%
5814 Engineering	134,786.35	175,000.00	77.0%
5816 General Insurance	43,717.80	43,718.00	100.0%
5818 Inspections	43,465.00	75,000.00	58.0%
5820 Fire Service	728,019.00	970,692.00	75.0%
5822 Legal Notices/Advertising	3,527.70	3,500.00	100.8%
5824 Library Services	817.20	850.00	96.1%
5826 Municipal Judge	9,201.00	13,800.00	66.7%
5828 Printing	2,014.30	2,500.00	80.6%
5830 Tax Collection	2,851.00	3,000.00	95.0%
5832 Computer Technical Support	42,081.20	42,082.00	100.0%
5838 DCCAC	0.00	3,400.00	0.0%
5840 Denton County Dispatch	0.00	29,383.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	200.00	0.0%
5848 Recording Fees	513.50	500.00	102.7%
<b>Total Services</b>	<b>1,067,082.67</b>	<b>1,455,575.00</b>	<b>73.3%</b>
<b>Special Events</b>			
6012 Special Events	2,056.33	30,000.00	6.9%
<b>Total Special Events</b>	<b>2,056.33</b>	<b>30,000.00</b>	<b>6.9%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	101,888.12	225,000.00	45.3%
5904 Electric	19,512.00	27,000.00	72.3%
5906 Gas	2,024.10	1,950.00	103.8%
5908 Street Lighting	26,806.79	40,000.00	67.0%
5910 Telephone	28,878.66	35,000.00	82.5%
5912 Water	11,875.47	15,000.00	79.2%
<b>Total Utilities &amp; Maintenance</b>	<b>190,985.14</b>	<b>343,950.00</b>	<b>55.5%</b>
<b>Total Expense</b>	<b>4,688,395.37</b>	<b>11,563,322.00</b>	<b>40.5%</b>
<b>Net Ordinary Income</b>	<b>3,615,495.19</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>3,615,495.19</b>	<b>0.00</b>	<b>100.0%</b>

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

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5012 Streets &amp; Road Improvement</b>				
Bill	05/25/2023	Invoice...	Halff Associates, Inc.	64,039.00
Total 5012 Streets & Road Improvement				64,039.00
<b>5026 Fleet Vehicles</b>				
Check	05/22/2023	Debit	Enterprise Fleet Management	4,376.03
Bill	05/26/2023	Doc N...	Blackbeard Marine	2,112.55
Bill	05/26/2023	Doc N...	Blackbeard Marine	1,307.14
Total 5026 Fleet Vehicles				7,795.72
Total Capital Outlay				71,834.72
<b>General Government</b>				
<b>5210 Dues &amp; Memberships</b>				
Check	05/16/2023	Debit	Texas Municipal League	1,444.00
Total 5210 Dues & Memberships				1,444.00
<b>5212 EDC Tax Payment</b>				
Check	05/12/2023		Hickory Creek Economic Development	28,210.30
Total 5212 EDC Tax Payment				28,210.30
Total General Government				29,654.30
<b>Municipal Court</b>				
<b>5312 Court Technology</b>				
Bill	05/09/2023	Invoice...	Tyler Technologies	1,125.08
Total 5312 Court Technology				1,125.08
<b>5324 State Court Costs</b>				
Check	05/11/2023		State Comptroller	5,000.00
Total 5324 State Court Costs				5,000.00
Total Municipal Court				6,125.08
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	05/04/2023	Debit	Renaissance Life & Health Insurance	2,095.21
Check	05/05/2023	Debit	TML Health Benefits Pool	21,312.68
Total 5510 Health Insurance				23,407.89
<b>5518 Retirement (TMRS)</b>				
Check	05/01/2023	Debit	TMRS	21,876.48
Total 5518 Retirement (TMRS)				21,876.48
Total Personnel				45,284.37
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	05/30/2023	Debit	Wright Express	4,631.76
Total 5602 Auto Gas & Oil				4,631.76
<b>5606 Auto Maintenance &amp; Repair</b>				
Check	05/15/2023	4807	Jack's Paint & Body, Inc.	1,971.85
Bill	05/17/2023	R.O.# ...	Christian Brothers Automotive	1,826.94
Total 5606 Auto Maintenance & Repair				3,798.79
<b>5616 Drug Forfeiture</b>				
Check	05/22/2023	4822	Denton County Criminal District Attorney	2,258.40

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

Type	Date	Num	Name	Amount
Total 5616 Drug Forfeiture				2,258.40
Total Police Department				10,688.95
<b>Public Works Department</b>				
<b>5710 Auto Gas &amp; Oil</b>				
Check	05/30/2023	Debit	Wright Express	1,117.75
Total 5710 Auto Gas & Oil				1,117.75
<b>5748 Landscaping Services</b>				
Bill	05/09/2023	Invoice...	D & D Commercial Landscape Management	10,532.56
Total 5748 Landscaping Services				10,532.56
Total Public Works Department				11,650.31
<b>Services</b>				
<b>5804 Attorney Fees</b>				
Check	05/01/2023	4793	Linda Caprice Garcia	1,280.00
Check	05/16/2023		Law Office of Dorwin L. Sargent III, PLLC	13,934.25
Total 5804 Attorney Fees				15,214.25
<b>5814 Engineering</b>				
Bill	05/25/2023	Invoice...	Half Associates, Inc.	4,939.28
Bill	05/25/2023	Invoice...	Half Associates, Inc.	2,262.13
Total 5814 Engineering				7,201.41
<b>5818 Inspections</b>				
Bill	05/09/2023	Invoice...	Finney Code Consultants, LLC	3,975.00
Bill	05/17/2023	Invoice...	Build by I-Codes	1,645.00
Total 5818 Inspections				5,620.00
Total Services				28,035.66
<b>Utilities &amp; Maintenance</b>				
<b>5902 Bldg Maintenance/Supplies</b>				
Bill	05/01/2023	Invoice...	Denton Electric, Inc.	6,838.38
Total 5902 Bldg Maintenance/Supplies				6,838.38
<b>5904 Electric</b>				
Check	05/23/2023	Debit	Hudson Energy Services, LLC	2,386.60
Total 5904 Electric				2,386.60
<b>5908 Street Lighting</b>				
Check	05/23/2023	Debit	Hudson Energy Services, LLC	3,106.59
Total 5908 Street Lighting				3,106.59
<b>5910 Telephone</b>				
Check	05/01/2023	Debit	Lumen-CenturyLink	1,325.33
Check	05/30/2023	Debit	Lumen-CenturyLink	1,325.33
Total 5910 Telephone				2,650.66
Total Utilities & Maintenance				14,982.23
Total Expense				218,255.62
Net Ordinary Income				-218,255.62
<b>Net Income</b>				<b>-218,255.62</b>



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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276015

**ACCOUNT NAME:** 2020 CERTIFICATES OF OBLIGATIONS

**STATEMENT PERIOD:** 05/01/2023 - 05/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.1866%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 5/31/23 WAS 0.999735.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			1,045,240.10
05/31/2023	MONTHLY POSTING	9999888	4,604.32	1,049,844.42
	ENDING BALANCE			1,049,844.42

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	1,045,240.10
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	4,604.32
ENDING BALANCE	1,049,844.42
AVERAGE BALANCE	1,045,240.10

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	853,160.51	24,781.21

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





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276007

**ACCOUNT NAME:** ANIMAL SHELTER FACILITY

**STATEMENT PERIOD:** 05/01/2023 - 05/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.1866%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 5/31/23 WAS 0.999735.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,902.12
05/31/2023	MONTHLY POSTING	9999888	43.64	9,945.76
	ENDING BALANCE			9,945.76

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	9,902.12
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	43.64
ENDING BALANCE	9,945.76
AVERAGE BALANCE	9,902.12

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	197.58

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





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276016

**ACCOUNT NAME:** CORONAVIRUS LOCAL RECOVERY FUNDS

**STATEMENT PERIOD:** 05/01/2023 - 05/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.1866%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 5/31/23 WAS 0.999735.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			715,064.42
05/31/2023	MONTHLY POSTING	9999888	3,149.90	718,214.32
	ENDING BALANCE			718,214.32

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	715,064.42
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3,149.90
ENDING BALANCE	718,214.32
AVERAGE BALANCE	715,064.42

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	146,404.53	14,557.10

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







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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276009

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

**STATEMENT PERIOD:** 05/01/2023 - 05/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.1866%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 5/31/23 WAS 0.999735.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			83,092.23
05/31/2023	MONTHLY POSTING	9999888	366.02	83,458.25
	ENDING BALANCE			83,458.25

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	83,092.23
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	366.02
ENDING BALANCE	83,458.25
AVERAGE BALANCE	83,092.23

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	1,657.74

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





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276001

**ACCOUNT NAME:** INVESTMENT FUND

**STATEMENT PERIOD:** 05/01/2023 - 05/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.1866%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 5/31/23 WAS 0.999735.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,685,149.41
05/15/2023	ACH DEPOSIT	6151623	1,200,000.00	10,885,149.41
05/31/2023	MONTHLY POSTING	9999888	45,584.92	10,930,734.33
	ENDING BALANCE			10,930,734.33

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	9,685,149.41
TOTAL DEPOSITS	1,200,000.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	45,584.92
ENDING BALANCE	10,930,734.33
AVERAGE BALANCE	10,343,213.93

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	3,686,000.00	277,800.00	184,602.06

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





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276002

**ACCOUNT NAME:** TURBEVILLE RD IMPROVEMENT FUND

**STATEMENT PERIOD:** 05/01/2023 - 05/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.1866%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 5/31/23 WAS 0.999735.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			98,083.46
05/31/2023	MONTHLY POSTING	9999888	432.09	98,515.55
	ENDING BALANCE			98,515.55

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	98,083.46
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	432.09
ENDING BALANCE	98,515.55
AVERAGE BALANCE	98,083.46

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,956.78

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



**Hickory Creek Economic Development Corporation  
2023-2024 Budget**

	<u>2022-2023 Budget</u>	<u>Oct - May 2023 YTD</u>	<u>2023-2024 Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>3002 Sales Tax Collections</b>	260,000.00	204,183.14	300,000.00
<b>3004 Logic Interest</b>	6,000.00	60,467.46	30,000.00
<b>3006 Reserve Funds</b>	0.00	0.00	0.00
<b>3008 Mineral Royalties</b>	0.00	241.04	0.00
<b>3010 Responsive Education Lease</b>	15,000.00	10,000.00	15,000.00
<b>Total Income</b>	<u>281,000.00</u>	<u>274,891.64</u>	<u>345,000.00</u>
<b>Expense</b>			
<b>Debt Service</b>			
<b>5002 Infrastructure Improvement</b>	0.00	0.00	0.00
<b>5004 Land Acquisitions</b>	0.00	0.00	0.00
<b>5006 Ronald Regan Avenue</b>	<b>DELETE</b>	<b>DELETE</b>	<b>DELETE</b>
<b>Total Debt Service</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Expense</b>			
<b>4002 Administrative</b>	10,800.00	5,350.00	10,800.00
<b>4004 Attorney</b>	7,500.00	3,427.56	7,500.00
<b>4006 Audit</b>	2,000.00	2,000.00	2,000.00
<b>4008 Bank Service Charges</b>	100.00	0.00	100.00
<b>4010 Dues &amp; Subscriptions</b>	500.00	0.00	500.00
<b>4012 Engineering</b>	0.00	0.00	0.00
<b>4014 Marketing</b>	28,100.00	9,308.44	34,500.00
<b>4018 Park Improvements</b>	0.00	0.00	278,300.00
<b>4022 Professional Service</b>	4,000.00	0.00	4,000.00
<b>4024 Public Notices/Advertising</b>	300.00	0.00	300.00
<b>4028 Training</b>	2,500.00	0.00	2,500.00
<b>4030 Travel Expense</b>	2,500.00	0.00	2,500.00
<b>4032 Infrastructure Improvement</b>	0.00	0.00	0.00
<b>4034 Land Holding Cost</b>	2,000.00	160.00	2,000.00
<b>4036 Land Acquisitions</b>	0.00	5,850.00	0.00
<b>4038 Incentives</b>	220,700.00	0.00	0.00
<b>Total Expense</b>	<u>281,000.00</u>	<u>26,096.00</u>	<u>345,000.00</u>
<b>Total Expense</b>	<u>281,000.00</u>	<u>26,096.00</u>	<u>345,000.00</u>
<b>Net Ordinary Income</b>	<u>0.00</u>	<u>248,795.64</u>	<u>0.00</u>
	<b><u>0.00</u></b>	<b><u>248,795.64</u></b>	<b><u>0.00</u></b>

**2023-2024**  
**Hickory Creek**  
**Economic Development Budget Notes**

---

**INCOME LINE ITEMS**

**3002 Sales Tax Collections - \$300,000**

The EDC collects 1/4 of 1% of all the sales tax collected in Hickory Creek. Town staff is budgeting an 10% increase in sales tax over the 2022-2023 overall sales tax budgeted amount. The EDC income on this line item represents 12.5% of the total sales tax, or \$300,000.

**3004 Logic EDC Interest - \$30,000**

The EDC has the majority of their funds invested in an investment account with LOGIC.

**3006 Reserve Funds - \$0**

Any funds used from Reserve will be shown here if needed for a project to offset the budget expense. This is just an accounting entry of how much we would dip into our reserves if needed for any projects.

**3008 Mineral Royalties - \$0**

The EDC receives minimal royalty checks from the existing natural gas well that runs beneath our property on Ronald Reagan Ave.

**3010 Responsive-Ed Lease Agreement -\$15,000**

The lease was renewed for 2 years in February 2022, the term is July 2022-July 2024, at \$1,250 per month (\$15,000 annually). The lease can be renegotiated beyond that.

**REGULAR EXPENSE LINE ITEMS**

**4002 Administrative - \$10,800**

This line item includes \$3600 per year Town Administrator salary, \$1500 per quarter Administrative cost, \$75 per quarter building rental, \$800 per year Office Supplies & Equipment, and \$100 Postage

**4004 Attorney - \$7,500**

Attorney fees for projects.

**4006 Audit - \$2000**

Reimbursement to the Town for EDC portion of the annual audit. This amount is based on actual charges for the prior year audit.

**4008 Bank Service Charges - \$100**

Self explanatory

**4010 Dues & Subscriptions - \$500**

ICSC, Texas EDC, publications

**4012 Engineering - \$0**

Engineering associated with EDC projects if needed.

**4014 Marketing - \$34,500 (10% of income allowed per EDC law)**

Retail Trade Area Maps

Marketing materials

Advertising

“Section 4B(b) limits Type B corporations to spending no more than 10 percent of the corporate revenues for promotional purposes. Yet, the attorney general has concluded a promotional expenditure “must advertise or publicize the city for the purpose of developing new and expanded business enterprises.” Further, a corporation is limited to spending not more than 10 percent of its current annual revenues for promotional purposes in any given year. Nonetheless, unexpended revenues specifically set aside for promotional purposes in past years may be expended along with 10 percent of current revenues without violating the cap.”

**4018 Park Improvements - \$278,300**

For potential Park Projects approved by EDC

**4022 Professional Service - \$4,000**

Professional services as needed

**4024 Public Notices - \$300**

Self Explanatory

**4028 Training - \$2,500**

All registration fees & costs associated with training seminars & conventions for EDC members

**4030 Travel Expense - \$2,500**

Travel expenses for Training for EDC members or designated representatives.

**4032 Infrastructure Improvements - \$0**

Budgeted for possible infrastructure needs.

**4034 Land Holding Cost - \$2000**

Mowing & maintenance of EDC land

**4036 Land Acquisitions - \$0**

No land acquisitions anticipated, but if needed, funds will be added from Reserve fund

**4038 Incentives - \$0**

For business development id needed

**DEBT SERVICE LINE ITEMS**

**5002 Infrastructure Improvement - \$0**

This line item will be used for any debt payments for infrastructure improvements.

**5004 Land Acquisitions - \$0**

This line item will be used for any debt payments related to future land acquisitions.

**5006 Ronald Reagan Ave. – DELETED**

The EDC commitment was paid in full as of August 2022.

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2023-06-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK,  
TEXAS APPROVING THE 2023 ANNUAL UPDATE TO THE SERVICE AND  
ASSESSMENT PLAN AND ASSESSMENT ROLL FOR HICKORY CREEK PUBLIC  
IMPROVEMENT DISTRICT NO. 1 INCLUDING THE COLLECTION OF THE 2023  
ANNUAL INSTALLMENTS**

WHEREAS, the Town of Hickory Creek (the “Town”) has created the Hickory Creek Public Improvement District No. 1 (the “PID”) in accordance with the requirements of Section 372.005 of the Public Improvement District Assessment Act (the “Act”); and

WHEREAS, August 15, 2017, the Town Council approved and accepted the Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

WHEREAS, pursuant to Section 371.013 of the Act, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2022 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Public Improvement District No. 1 2023 Annual Service Plan Update attached hereto as *Exhibit A*.

Section 3. Approval of Update. The Annual Service Plan Update for the PID for 2023 is hereby approved and accepted by the Town Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.

Section 5. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the 2023 Annual Service Plan Update, to be recorded in the real property records of Denton County, Texas, on or before July 3, 2023. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

Section 6. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 26<sup>th</sup> day of June, 2023.

---

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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



**EXHIBIT A**

**2023 Annual Service Plan Update**



HICKORY CREEK  
PUBLIC IMPROVEMENT DISTRICT NO. 1  
2023 SERVICE AND ASSESSMENT PLAN UPDATE

JUNE 26, 2023

## INTRODUCTION

Capitalized terms used in this Service and Assessment Plan Update shall have the meanings set forth in the 2017 Service and Assessment Plan Update (the “2017 SAP”) used for the issuance of PID 1 Bonds or the Development Agreement, as applicable.

PID 1 was created pursuant to the Act by Resolution No. 2012-0327-1 on March 27, 2012 by the Town Council to finance certain Authorized Improvements for the benefit of the property in PID 1.

On April 24, 2012, the Town Council approved the SAP and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the PID 1 Property within PID 1 by approving Ordinance No. 2012-04-682. The SAP identified the Authorized Improvements to be provided by the PID 1, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID 1 for the costs of the Authorized Improvements. The Town also adopted an Assessment Roll identifying the Assessment on each Lot within the PID 1, based on the method of assessment identified in the SAP.

On September 19, 2014, the Town Council approved the 2014 Service and Assessment Plan Update for PID 1 which updated the Assessment Roll for 2014.

On September 22, 2015, the Town Council approved the 2015 Service and Assessment Plan Update for PID 1 which updated the Assessment Roll for 2015.

On September 15, 2016, the Town Council approved the 2016 Service and Assessment Plan Update for PID 1 which updated the Assessment Roll for 2016.

On August 15, 2017, the Town Council approved the 2017 SAP for PID 1 by adopting Resolution No. 2017-0815-1 which issued PID 1 Bonds for Assessed Property within PID 1 and updated the Assessment Roll for 2017.

On August 21, 2018, the Town Council approved the 2018 Service and Assessment Plan Update for PID 1 by adopting Resolution No. 2018-0821-1 which updated the Assessment Roll for 2018.

On June 18, 2019, the Town Council approved the 2019 Service and Assessment Plan Update for PID 1 by adopting Resolution No. 2019-0618-1, which updated the Assessment Roll for 2019.

On July 27, 2020, the Town Council approved the 2020 Service and Assessment Plan Update for PID 1 by adopting Resolution No. 2020-0727-1, which updated the Assessment Roll for 2020.

On August 23, 2021, the Town Council approved the 2021 Service and Assessment Plan Update for PID 1 by adopting Ordinance No. 2021-08-880, which updated the Assessment Roll for 2021.

On August 1, 2022, the Town Council approved the 2022 Service and Assessment Plan Update for PID 1 by adopting Ordinance No. 2022-08-905, which updated the Assessment Roll for 2022.

The 2017 SAP identified the Authorized Improvements to be constructed for the benefit of the PID 1 Property within PID 1, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in PID 1 for the costs of the Authorized Improvements. Pursuant to the Act, the 2017 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

The Town Council also adopted an Assessment Roll identifying the Assessments on each Lot within PID 1, based on the method of assessment identified in the 2017 SAP. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

## PARCEL SUBDIVISION

The following plats have been recorded within PID 1:

- The Final Plat for Steeplechase North Addition Phase 1 consisting of 89 Residential Lots and 9 Lots classified as Non-Benefitted Property within the County was recorded in the official public records of the County on November 25, 2013.
- The Final Plat for Steeplechase North Addition Phase 2 consisting of 62 Residential Lots and 1 Lot classified as Non-Benefitted Property within the County was recorded in the official public records of the County on November 26, 2014.

## LOT AND HOME SALES

PID 1 Property consists of 151 Lots, of which 151 have completed homes. All homes have been sold to end-users.

See **Exhibit C** for the buyer disclosure.

## AUTHORIZED IMPROVEMENTS

The Authorized Improvements are fully constructed and were dedicated to the Town and paid for in full. The Authorized Improvement Costs have been reimbursed to the Developer solely from PID 1 Bonds.

## OUTSTANDING ASSESSMENT

PID 1 has an outstanding Assessment of \$3,491,835.28. The outstanding Assessment is less than the outstanding PID 1 Bonds of \$3,565,000.00 due to prepayment of Assessments for which PID 1 Bonds have not been redeemed.

## ANNUAL INSTALLMENT DUE 1/31/2024

- **Principal and Interest** – The total principal and interest required for the Annual Installment due is \$232,749.98.
- **Additional Interest** – the total additional interest required for the Annual Installment is \$10,577.45.
- **Administrative Expenses** – The cost of administering PID 1 and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of

outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$17,456.97. A breakdown of the Administrative Expenses is shown below.

Administrative Expenses Breakdown	
Administration	\$ 6,756.97
City Auditor	\$ 2,500.00
Filing Fees	\$ 1,000.00
County Collection	\$ 200.00
Misc.	\$ 1,000.00
PID Trustee Fees	\$ 2,500.00
Dissemination Agent	\$ 3,500.00
<b>Total</b>	<b>\$ 17,456.97</b>

Due January 31, 2024	
Principal	\$ 95,000.00
Interest	137,749.98
Additional Interest	10,577.45
Administrative Expenses	17,456.97
<b>Total Annual Installment</b>	<b>\$ 260,784.40</b>

See **Exhibit B** for the debt service schedule for the PID 1 Bonds provided by Hilltop Securities.

**PREPAYMENT OF ASSESSMENTS IN FULL**

The following is a list of all Parcels that made a Prepayment in full.

Property ID	Lot Type	Prepayment Date	Recorded Lien
			Release Number
564980	Residential	8/29/2019	138859
654152	Residential	11/25/2019	30083
564978	Residential	11/23/2020	25440
654162	Residential	12/20/2021	Pending
654173	Residential	6/4/2023	Pending

**PARTIAL PREPAYMENTS OF ASSESSMENTS**

No partial prepayments have occurred in PID 1.

## EXTRAORDINARY OPTIONAL REDEMPTIONS

Below is a list of all extraordinary optional redemptions for the PID 1:

- \$50,000 partial sinking fund redemption on July 15, 2020.

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in each Annual Service Plan Update, and the projection shall cover a period of not less than five years. The projection in the table below shows the Annual Installments for PID 1.

		Hickory Creek PID No. 1				
Annual Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 95,000.00	\$ 100,000.00	\$ 100,000.00	\$ 105,000.00	\$ 110,000.00
Interest		\$ 137,749.98	\$ 134,899.98	\$ 131,399.98	\$ 127,899.98	\$ 124,224.98
	(1)	\$ 232,749.98	\$ 234,899.98	\$ 231,399.98	\$ 232,899.98	\$ 234,224.98
Additional Interest	(2)	\$ 10,577.45	\$ -	\$ -	\$ -	\$ -
Administrative Expenses	(3)	\$ 17,456.97	\$ 17,806.11	\$ 18,162.23	\$ 18,525.48	\$ 18,895.99
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$260,784.40</b>	<b>\$252,706.09</b>	<b>\$ 249,562.21</b>	<b>\$ 251,425.46</b>	<b>\$ 253,120.97</b>

## ASSESSMENT ROLL

The list of current Lots within PID 1, the corresponding total Assessments, and current Annual Installments are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024. Due to prepayments, the Annual Installments billed will not match the Annual Installments due until PID 1 Bonds are redeemed.

## EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/2024 <sup>1,2</sup>
564966	Residential Lot	\$ 23,916.68	\$ 1,751.99
564967	Residential Lot	\$ 23,916.68	\$ 1,751.99
564968	Residential Lot	\$ 23,916.68	\$ 1,751.99
564969	Residential Lot	\$ 23,916.68	\$ 1,751.99
564970	Residential Lot	\$ 23,916.68	\$ 1,751.99
564971	Residential Lot	\$ 23,916.68	\$ 1,751.99
564972	Residential Lot	\$ 23,916.68	\$ 1,751.99
564973	Residential Lot	\$ 23,916.68	\$ 1,751.99
564974	Residential Lot	\$ 23,916.68	\$ 1,751.99
564975	Residential Lot	\$ 23,916.68	\$ 1,751.99
564976	Residential Lot	\$ 23,916.68	\$ 1,751.99
564977	Residential Lot	\$ 23,916.68	\$ 1,751.99
564978	Residential Lot - Prepaid in Full	\$ -	\$ -
564979	Residential Lot	\$ 23,916.68	\$ 1,751.99
564980	Residential Lot - Prepaid in Full	\$ -	\$ -
564981	Residential Lot	\$ 23,916.68	\$ 1,751.99
564982	Residential Lot	\$ 23,916.68	\$ 1,751.99
564983	Residential Lot	\$ 23,916.68	\$ 1,751.99
564984	Residential Lot	\$ 23,916.68	\$ 1,751.99
564985	Residential Lot	\$ 23,916.68	\$ 1,751.99
564986	Residential Lot	\$ 23,916.68	\$ 1,751.99
564987	Residential Lot	\$ 23,916.68	\$ 1,751.99
564988	Residential Lot	\$ 23,916.68	\$ 1,751.99
564989	Residential Lot	\$ 23,916.68	\$ 1,751.99
564990	Residential Lot	\$ 23,916.68	\$ 1,751.99
564991	Residential Lot	\$ 23,916.68	\$ 1,751.99
564992	Residential Lot	\$ 23,916.68	\$ 1,751.99
564993	Non-Benefitted Property	\$ -	\$ -
564994	Non-Benefitted Property	\$ -	\$ -
564995	Residential Lot	\$ 23,916.68	\$ 1,751.99
564996	Residential Lot	\$ 23,916.68	\$ 1,751.99
564997	Non-Benefitted Property	\$ -	\$ -
564999	Residential Lot	\$ 23,916.68	\$ 1,751.99
565000	Residential Lot	\$ 23,916.68	\$ 1,751.99
565001	Residential Lot	\$ 23,916.68	\$ 1,751.99
565002	Residential Lot	\$ 23,916.68	\$ 1,751.99
565003	Residential Lot	\$ 23,916.68	\$ 1,751.99
565004	Residential Lot	\$ 23,916.68	\$ 1,751.99
565005	Residential Lot	\$ 23,916.68	\$ 1,751.99
565006	Residential Lot	\$ 23,916.68	\$ 1,751.99



Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/2024 <sup>1,2</sup>
565007	Non-Benefitted Property	\$ -	\$ -
565008	Residential Lot	\$ 23,916.68	\$ 1,751.99
565009	Residential Lot	\$ 23,916.68	\$ 1,751.99
565010	Residential Lot	\$ 23,916.68	\$ 1,751.99
565011	Residential Lot	\$ 23,916.68	\$ 1,751.99
565012	Residential Lot	\$ 23,916.68	\$ 1,751.99
565013	Residential Lot	\$ 23,916.68	\$ 1,751.99
565014	Residential Lot	\$ 23,916.68	\$ 1,751.99
565015	Residential Lot	\$ 23,916.68	\$ 1,751.99
565016	Residential Lot	\$ 23,916.68	\$ 1,751.99
565017	Residential Lot	\$ 23,916.68	\$ 1,751.99
565018	Residential Lot	\$ 23,916.68	\$ 1,751.99
565019	Residential Lot	\$ 23,916.68	\$ 1,751.99
565020	Residential Lot	\$ 23,916.68	\$ 1,751.99
565021	Residential Lot	\$ 23,916.68	\$ 1,751.99
565022	Residential Lot	\$ 23,916.68	\$ 1,751.99
565023	Residential Lot	\$ 23,916.68	\$ 1,751.99
565024	Residential Lot	\$ 23,916.68	\$ 1,751.99
565025	Residential Lot	\$ 23,916.68	\$ 1,751.99
565026	Residential Lot	\$ 23,916.68	\$ 1,751.99
565027	Residential Lot	\$ 23,916.68	\$ 1,751.99
565028	Residential Lot	\$ 23,916.68	\$ 1,751.99
565029	Residential Lot	\$ 23,916.68	\$ 1,751.99
565030	Residential Lot	\$ 23,916.68	\$ 1,751.99
565031	Residential Lot	\$ 23,916.68	\$ 1,751.99
565032	Residential Lot	\$ 23,916.68	\$ 1,751.99
565033	Residential Lot	\$ 23,916.68	\$ 1,751.99
565034	Residential Lot	\$ 23,916.68	\$ 1,751.99
565035	Residential Lot	\$ 23,916.68	\$ 1,751.99
565036	Residential Lot	\$ 23,916.68	\$ 1,751.99
565037	Residential Lot	\$ 23,916.68	\$ 1,751.99
565038	Residential Lot	\$ 23,916.68	\$ 1,751.99
565039	Residential Lot	\$ 23,916.68	\$ 1,751.99
565040	Residential Lot	\$ 23,916.68	\$ 1,751.99
565041	Residential Lot	\$ 23,916.68	\$ 1,751.99
565042	Residential Lot	\$ 23,916.68	\$ 1,751.99
565043	Residential Lot	\$ 23,916.68	\$ 1,751.99
565044	Non-Benefitted Property	\$ -	\$ -
565045	Non-Benefitted Property	\$ -	\$ -
565046	Non-Benefitted Property	\$ -	\$ -

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/2024 <sup>1,2</sup>
565047	Residential Lot	\$ 23,916.68	\$ 1,751.99
565048	Residential Lot	\$ 23,916.68	\$ 1,751.99
565049	Residential Lot	\$ 23,916.68	\$ 1,751.99
565050	Residential Lot	\$ 23,916.68	\$ 1,751.99
565051	Residential Lot	\$ 23,916.68	\$ 1,751.99
565052	Residential Lot	\$ 23,916.68	\$ 1,751.99
565053	Residential Lot	\$ 23,916.68	\$ 1,751.99
565054	Residential Lot	\$ 23,916.68	\$ 1,751.99
565055	Residential Lot	\$ 23,916.68	\$ 1,751.99
565056	Residential Lot	\$ 23,916.68	\$ 1,751.99
565057	Residential Lot	\$ 23,916.68	\$ 1,751.99
565058	Residential Lot	\$ 23,916.68	\$ 1,751.99
565059	Residential Lot	\$ 23,916.68	\$ 1,751.99
565060	Residential Lot	\$ 23,916.68	\$ 1,751.99
565061	Residential Lot	\$ 23,916.68	\$ 1,751.99
565062	Residential Lot	\$ 23,916.68	\$ 1,751.99
565063	Non-Benefitted Property	\$ -	\$ -
654134	Residential Lot	\$ 23,916.68	\$ 1,751.99
654135	Residential Lot	\$ 23,916.68	\$ 1,751.99
654136	Residential Lot	\$ 23,916.68	\$ 1,751.99
654137	Residential Lot	\$ 23,916.68	\$ 1,751.99
654138	Residential Lot	\$ 23,916.68	\$ 1,751.99
654139	Residential Lot	\$ 23,916.68	\$ 1,751.99
654140	Residential Lot	\$ 23,916.68	\$ 1,751.99
654141	Residential Lot	\$ 23,916.68	\$ 1,751.99
654142	Residential Lot	\$ 23,916.68	\$ 1,751.99
654143	Residential Lot	\$ 23,916.68	\$ 1,751.99
654144	Residential Lot	\$ 23,916.68	\$ 1,751.99
654145	Residential Lot	\$ 23,916.68	\$ 1,751.99
654146	Residential Lot	\$ 23,916.68	\$ 1,751.99
654147	Residential Lot	\$ 23,916.68	\$ 1,751.99
654148	Residential Lot	\$ 23,916.68	\$ 1,751.99
654149	Residential Lot	\$ 23,916.68	\$ 1,751.99
654150	Residential Lot	\$ 23,916.68	\$ 1,751.99
654151	Residential Lot	\$ 23,916.68	\$ 1,751.99
654152	Residential Lot - Prepaid in Full	\$ -	\$ -
654153	Residential Lot	\$ 23,916.68	\$ 1,751.99
654154	Residential Lot	\$ 23,916.68	\$ 1,751.99
654155	Residential Lot	\$ 23,916.68	\$ 1,751.99
654156	Residential Lot	\$ 23,916.68	\$ 1,751.99

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/2024 <sup>1,2</sup>
654157	Residential Lot	\$ 23,916.68	\$ 1,751.99
654158	Residential Lot	\$ 23,916.68	\$ 1,751.99
654159	Residential Lot	\$ 23,916.68	\$ 1,751.99
654160	Residential Lot	\$ 23,916.68	\$ 1,751.99
654161	Residential Lot	\$ 23,916.68	\$ 1,751.99
654162	Residential Lot - Prepaid in Full	\$ -	\$ -
654163	Residential Lot	\$ 23,916.68	\$ 1,751.99
654164	Residential Lot	\$ 23,916.68	\$ 1,751.99
654165	Residential Lot	\$ 23,916.68	\$ 1,751.99
654166	Residential Lot	\$ 23,916.68	\$ 1,751.99
654167	Residential Lot	\$ 23,916.68	\$ 1,751.99
654168	Residential Lot	\$ 23,916.68	\$ 1,751.99
654169	Residential Lot	\$ 23,916.68	\$ 1,751.99
654170	Residential Lot	\$ 23,916.68	\$ 1,751.99
654171	Residential Lot	\$ 23,916.68	\$ 1,751.99
654172	Residential Lot	\$ 23,916.68	\$ 1,751.99
654173	Residential Lot - Prepaid in Full	\$ -	\$ -
654174	Residential Lot	\$ 23,916.68	\$ 1,751.99
654175	Residential Lot	\$ 23,916.68	\$ 1,751.99
654176	Residential Lot	\$ 23,916.68	\$ 1,751.99
654177	Residential Lot	\$ 23,916.68	\$ 1,751.99
654178	Non-Benefitted Property	\$ -	\$ -
654179	Residential Lot	\$ 23,916.68	\$ 1,751.99
654180	Residential Lot	\$ 23,916.68	\$ 1,751.99
654181	Residential Lot	\$ 23,916.68	\$ 1,751.99
654182	Residential Lot	\$ 23,916.68	\$ 1,751.99
654183	Residential Lot	\$ 23,916.68	\$ 1,751.99
654184	Residential Lot	\$ 23,916.68	\$ 1,751.99
654185	Residential Lot	\$ 23,916.68	\$ 1,751.99
654186	Residential Lot	\$ 23,916.68	\$ 1,751.99
654187	Residential Lot	\$ 23,916.68	\$ 1,751.99
654188	Residential Lot	\$ 23,916.68	\$ 1,751.99
654189	Residential Lot	\$ 23,916.68	\$ 1,751.99
654190	Residential Lot	\$ 23,916.68	\$ 1,751.99
654191	Residential Lot	\$ 23,916.68	\$ 1,751.99
654192	Residential Lot	\$ 23,916.68	\$ 1,751.99
654193	Residential Lot	\$ 23,916.68	\$ 1,751.99
654194	Residential Lot	\$ 23,916.68	\$ 1,751.99
654195	Residential Lot	\$ 23,916.68	\$ 1,751.99
654196	Residential Lot	\$ 23,916.68	\$ 1,751.99
<b>Total</b>		<b>\$ 3,491,835.28</b>	<b>\$ 255,790.54</b>

Notes:

(1) Totals may not match the outstanding Assessment or Annual Installment due to rounding or prepayment of Assessment that have not yet redeemed PID Bonds.

(2) The Annual Installment covers the period September 1, 2023 to August 31, 2024, and is due by January 31, 2024.

## EXHIBIT B – DEBT SERVICE SCHEDULE

**TOWN OF HICKORY CREEK, TEXAS**  
Hickory Creek Public Improvement District No. 1

**Special Assessment Revenue Bonds, Series 2017**

**Debt Service Schedule (after 7/15/20 call of \$50,000)**

Due	Principal	Int.Rate	Interest	Total	FY Total
3/1/2020			\$ 75,275.00	\$ 75,275.00	
9/1/2020	\$ 85,000.00	3.000%	74,275.00	159,275.00	\$ 234,550.00
3/1/2021			73,000.00	73,000.00	
9/1/2021	90,000.00	3.000%	73,000.00	163,000.00	236,000.00
3/1/2022			71,650.00	71,650.00	
9/1/2022	90,000.00	3.000%	71,650.00	161,650.00	233,300.00
3/1/2023			70,300.00	70,300.00	
9/1/2023	95,000.00	3.000%	70,300.00	165,300.00	235,600.00
3/1/2024			68,875.00	68,875.00	
9/1/2024	95,000.00	3.000%	68,875.00	163,875.00	232,750.00
3/1/2025			67,450.00	67,450.00	
9/1/2025	100,000.00	3.500%	67,450.00	167,450.00	234,900.00
3/1/2026			65,700.00	65,700.00	
9/1/2026	100,000.00	3.500%	65,700.00	165,700.00	231,400.00
3/1/2027			63,950.00	63,950.00	
9/1/2027	105,000.00	3.500%	63,950.00	168,950.00	232,900.00
3/1/2028			62,112.50	62,112.50	
9/1/2028	110,000.00	3.750%	62,112.50	172,112.50	234,225.00
3/1/2029			60,050.00	60,050.00	
9/1/2029	115,000.00	3.750%	60,050.00	175,050.00	235,100.00
3/1/2030			57,893.75	57,893.75	
9/1/2030	120,000.00	3.750%	57,893.75	177,893.75	235,787.50
3/1/2031			55,643.75	55,643.75	
9/1/2031	125,000.00	3.750%	55,643.75	180,643.75	236,287.50
3/1/2032			53,300.00	53,300.00	
9/1/2032	125,000.00	3.750%	53,300.00	178,300.00	231,800.00
3/1/2033			50,956.25	50,956.25	
9/1/2033	130,000.00	3.875%	50,956.25	180,956.25	231,912.50
3/1/2034			48,437.50	48,437.50	
9/1/2034	135,000.00	3.875%	48,437.50	183,437.50	231,875.00
3/1/2035			45,821.88	45,821.88	
9/1/2035	140,000.00	3.875%	45,821.88	185,821.88	231,643.75
3/1/2036			43,109.38	43,109.38	
9/1/2036	150,000.00	3.875%	43,109.38	193,109.38	236,218.75
3/1/2037			40,203.13	40,203.13	
9/1/2037	155,000.00	3.875%	40,203.13	195,203.13	235,408.25
3/1/2038			37,200.00	37,200.00	
9/1/2038	160,000.00	4.000%	37,200.00	197,200.00	234,400.00
3/1/2039			34,000.00	34,000.00	
9/1/2039	165,000.00	4.000%	34,000.00	199,000.00	233,000.00
3/1/2040			30,700.00	30,700.00	
9/1/2040	170,000.00	4.000%	30,700.00	200,700.00	231,400.00
3/1/2041			27,300.00	27,300.00	
9/1/2041	180,000.00	4.000%	27,300.00	207,300.00	234,800.00
3/1/2042			23,700.00	23,700.00	
9/1/2042	185,000.00	4.000%	23,700.00	208,700.00	232,400.00
3/1/2043			20,000.00	20,000.00	
9/1/2043	195,000.00	4.000%	20,000.00	215,000.00	235,000.00
3/1/2044			16,100.00	16,100.00	
9/1/2044	200,000.00	4.000%	16,100.00	216,100.00	232,200.00
3/1/2045			12,100.00	12,100.00	
9/1/2045	210,000.00	4.000%	12,100.00	222,100.00	234,200.00
3/1/2046			7,900.00	7,900.00	
9/1/2046	220,000.00	4.000%	7,900.00	227,900.00	235,800.00
3/1/2047			3,500.00	3,500.00	
9/1/2047	175,000.00	4.000%	3,500.00	178,500.00	182,000.00
	\$3,925,000.00		\$ 2,571,456.25	\$ 6,496,456.25	\$ 6,496,456.25



## EXHIBIT C - BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
PROPERTY ADDRESS

**RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$23,916.68**

As the purchaser of the real property described above, you are obligated to pay assessments to Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hickory Creek Public Improvement District Number 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town of Hickory Creek.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.



[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - RESIDENTIAL LOT

Installments Due	Principal	Interest	Additional Interest	Administrative Expenses	Total Installment
1/31/2024	\$ 637.33	\$ 924.13	\$ 70.96	\$ 119.57	\$ 1,751.99
1/31/2025	\$ 670.87	\$ 905.01	\$ -	\$ 121.96	\$ 1,697.84
1/31/2026	\$ 670.87	\$ 881.53	\$ -	\$ 124.40	\$ 1,676.80
1/31/2027	\$ 704.42	\$ 858.05	\$ -	\$ 126.89	\$ 1,689.35
1/31/2028	\$ 737.96	\$ 833.39	\$ -	\$ 129.42	\$ 1,700.78
1/31/2029	\$ 771.51	\$ 805.72	\$ -	\$ 132.01	\$ 1,709.24
1/31/2030	\$ 805.05	\$ 776.79	\$ -	\$ 134.65	\$ 1,716.49
1/31/2031	\$ 838.59	\$ 746.60	\$ -	\$ 137.35	\$ 1,722.54
1/31/2032	\$ 838.59	\$ 715.15	\$ -	\$ 140.09	\$ 1,693.84
1/31/2033	\$ 872.14	\$ 683.71	\$ -	\$ 142.90	\$ 1,698.74
1/31/2034	\$ 905.68	\$ 649.91	\$ -	\$ 145.75	\$ 1,701.34
1/31/2035	\$ 939.22	\$ 614.81	\$ -	\$ 148.67	\$ 1,702.71
1/31/2036	\$ 1,006.31	\$ 578.42	\$ -	\$ 151.64	\$ 1,736.37
1/31/2037	\$ 1,039.86	\$ 539.43	\$ -	\$ 154.67	\$ 1,733.96
1/31/2038	\$ 1,073.40	\$ 499.13	\$ -	\$ 157.77	\$ 1,730.30
1/31/2039	\$ 1,106.94	\$ 456.19	\$ -	\$ 160.92	\$ 1,724.06
1/31/2040	\$ 1,140.49	\$ 411.92	\$ -	\$ 164.14	\$ 1,716.55
1/31/2041	\$ 1,207.57	\$ 366.30	\$ -	\$ 167.42	\$ 1,741.30
1/31/2042	\$ 1,241.12	\$ 317.99	\$ -	\$ 170.77	\$ 1,729.89
1/31/2043	\$ 1,308.21	\$ 268.35	\$ -	\$ 174.19	\$ 1,750.74
1/31/2044	\$ 1,341.75	\$ 216.02	\$ -	\$ 177.67	\$ 1,735.44
1/31/2045	\$ 1,408.84	\$ 162.35	\$ -	\$ 181.23	\$ 1,752.41
1/31/2046	\$ 1,475.92	\$ 106.00	\$ -	\$ 184.85	\$ 1,766.77
1/31/2047	\$ 1,174.03	\$ 46.96	\$ -	\$ 188.55	\$ 1,409.54
<b>Total</b>	<b>\$ 23,916.68</b>	<b>\$ 13,363.86</b>	<b>\$ 70.96</b>	<b>\$ 3,637.49</b>	<b>\$ 40,989.00</b>

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Administrative Expenses, Delinquency and Reserve Fund Requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2023-06-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK APPROVING THE 2023 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 2 INCLUDING THE COLLECTION OF THE 2023 ANNUAL INSTALLMENTS**

WHEREAS, the Town of Hickory Creek (the “Town”) has created the Hickory Creek Public Improvement District No. 2 (the “PID”) in accordance with the requirements of Section 372.005 of the Public Improvement District Assessment Act (the “Act”); and

WHEREAS, on February 24, 2020, the Town Council approved and accepted the 2020 Amended and Restated Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

WHEREAS, pursuant to Section 371.013 of the Act, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 203 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Public Improvement District No. 2 2023 Annual Service Plan Update attached hereto as *Exhibit A*.

Section 3. Approval of Update. The Annual Service Plan Update for the PID for 2023 is hereby approved and accepted by the Town Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.

Section 5. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the 2023 Annual Service Plan Update, to be recorded in the real property records of Denton County, Texas, on or before July 3, 2023. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

Section 6. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 26<sup>th</sup> day of June, 2023.

---

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

**EXHIBIT A**

**2023 Annual Service Plan Update**



HICKORY CREEK  
PUBLIC IMPROVEMENT DISTRICT NO. 2  
2023 ANNUAL SERVICE PLAN UPDATE

JUNE 26, 2023

## **INTRODUCTION**

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the “2012 SAP”), the 2020 Amended and Restated Service and Assessment Plan (the “2020 SAP”), or the Reimbursement Agreement, as applicable.

The District was created pursuant to the Act by Resolution No. 2012-0918-1 on September 18, 2012, by the Town Council to finance certain Authorized Improvements for the benefit of the property in the District.

On October 16, 2012, the Town Council approved the 2012 SAP and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District by approving the Assessment Ordinance No. 2012-10-699. The 2012 SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements and the manner of assessing the property in the District for the costs of the Authorized Improvements. The Town also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of assessment identified in the 2012 SAP.

The Assessment Roll for the District was not updated in 2013.

On September 23, 2014, the Town Council approved the 2014 Annual Service Plan Update by council action. The 2014 Annual Service Update updated the Assessment Roll for 2014.

On September 22, 2015, the Town Council approved the 2015 Annual Service Plan Update by approving Resolution No. 2015-0922-2. The 2015 Annual Service Plan Update updated the Assessment Roll for 2015.

On September 15, 2016, the Town Council approved the 2016 Annual Service Plan Update by approving Resolution No. 2016-0920-2. The 2016 Annual Service Plan Update updated the Assessment Roll for 2016.

On September 19, 2017, the Town Council approved the 2017 Annual Service Plan Update by approving Resolution No. 2017-0919-2. The 2017 Annual Service Plan Update updated the Assessment Roll for 2017.

On June 19, 2018, the Town Council approved the 2018 Amended and Restated Service and Assessment Plan by adopting Ordinance No. 2018-06-796, which issued PID Bonds for Assessed Property within the District and updated the Assessment Roll for 2018.

On June 18, 2019, the Town Council approved the 2019 Annual Service Plan Update by adopting Resolution No. 2019-0618-2. The 2019 Annual Service Plan Update updated the Assessment Roll for 2019.

On February 24, 2020, the Town Council approved the 2020 SAP by adopting Ordinance No. 2020-02-845, which reallocated Assessment for the costs of certain improvements within the District and updated the Assessment Roll for 2020.

On August 23, 2021, the Town Council approved the 2021 Annual Service Plan Update by adopting Ordinance No. 2021-08-879. The 2021 Annual Service Plan Update updated the Assessment Roll for 2021.

On August 1, 2022, the Town Council approved the 2022 Annual Service Plan Update by adopting Ordinance No. 2022-08-906. The 2022 Annual Service Plan Update updated the Assessment Roll for 2022.

The 2020 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the Act, the 2020 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

The Town Council also adopted an Assessment Roll identifying the Assessments on each Parcel within the District, based on the method of assessment identified in the 2020 SAP. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.



## PARCEL SUBDIVISION

The following plats have been recorded within the District:

- The Final Plat for Steeplechase South Addition consisting of 131 single-family homes within the County was recorded in the official public records of the County on September 13, 2012.
- The Minor Replat of Lots 1XR1, Block F Steeplechase South Addition within the County was recorded in the official public records of the County on September 09, 2013.
- The Replat of Lots 1X-R, 2X, 3X and Lots 2-24, Block A Steeplechase South Addition (33.83 Acre Tract) of All of Lot 1X, Block A of Steeplechase South Addition within the County was recorded in the official public records of the County on June 14, 2018.
- The Replat of Lots 1R and 2R, Block A Steeplechase South Addition (8.05 Acre Tract) of All of Lot 1, Block A of Steeplechase South Addition within the County was recorded in the official public records of the County on March 10, 2020. The Replat of Lots 1R and 2R, Block A Steeplechase South Addition (8.05 Acre Tract) of All of Lot 1, Block A of Steeplechase South Addition added one Lot classified as Changed Property to Improvement Area #1.

## LOT AND HOME SALES

Per the Quarterly Report dated March 31, 2023, of the 131 Lots in the District, 114 homes have completed construction and been closed to end-users and an additional 13 homes are under construction.

See **Exhibit C** for buyer disclosure.

## AUTHORIZED IMPROVEMENTS

The Authorized Improvements consist of earthwork, water, sanitary sewer, storm drain, and paving infrastructure. All Authorized Improvements are complete and have been dedicated to the Town.

## OUTSTANDING ASSESSMENT

The outstanding Assessment for the District is \$3,830,909.09. The outstanding Assessment is less than the \$3,920,000.00 in outstanding PID Bonds due to a Prepayment of Assessments for which PID Bonds have not yet been redeemed.

## ANNUAL INSTALLMENT DUE 1/31/2024

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$298,250.00.
- **Additional Interest** – Additional Interest is collected to fund the Delinquency and Prepayment Reserve. The Delinquency the Prepayment Reserve Requirement, as defined in the Indenture, and has not been met. As such, the Delinquency and Prepayment Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$19,600.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$30,183.78. A breakdown of the Annual Collection Costs is shown below.

Annual Collection Costs Breakdown	
Administration	\$ 19,483.78
City Auditor	\$ 2,500.00
Filing Fees	\$ 1,000.00
County Collection	\$ 200.00
Misc.	\$ 1,000.00
PID Trustee Fees	\$ 2,500.00
Dissemination Agent	\$ 3,500.00
<b>Total Annual Collection Costs</b>	<b>\$ 30,183.78</b>

Due January 31, 2024	
Principal	\$ 80,000.00
Interest	218,250.00
Additional Interest	19,600.00
Annual Collection Costs	30,183.78
<b>Total Annual Installment</b>	<b>\$ 348,033.78</b>

See **Exhibit B** for the debt service schedule for the PID Bonds as shown in the Official Statement.

## PREPAYMENT OF ASSESSMENT IN FULL

The following is a list of all Parcels that made a Prepayment in full.

Improvement Area #1			
Property ID	Address	Prepayment Date	Recorded Lien Release Number
557897	Residential	6/9/2021	114382
557876	Residential	9/17/2022	Pending
557865	Residential	11/11/2022	Pending

## PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayments have occurred within the District.

## EXTRAORDINARY OPTIONAL REDEMPTIONS

No extraordinary optional redemptions have occurred in the District.

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Hickory Creek PID No. 2 - Annual Installments						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 80,000.00	\$ 85,000.00	\$ 90,000.00	\$ 95,000.00	\$ 100,000.00
Interest		\$ 218,250.00	\$ 214,150.00	\$ 209,793.76	\$ 205,181.26	\$ 200,312.50
	(1)	\$ 298,250.00	\$ 299,150.00	\$ 299,793.76	\$ 300,181.26	\$ 300,312.50
Additional Interest	(2)	\$ 19,600.00	\$ 19,200.00	\$ 18,775.00	\$ 18,325.00	\$ 17,850.00
Annual Collection Costs	(3)	\$ 30,183.78	\$ 30,787.46	\$ 31,403.20	\$ 32,031.27	\$ 32,671.89
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 348,033.78</b>	<b>\$ 349,137.46</b>	<b>\$ 349,971.96</b>	<b>\$ 350,537.53</b>	<b>\$ 350,834.39</b>

## ASSESSMENT ROLL

The list of current Lots within the District, the corresponding total Assessments, and current Annual Installments are shown on the Assessment Rolls attached hereto as **Exhibit A-1** for Improvement Area #1 and **Exhibit A-2** for Improvement Area #2. The Parcels shown on the Assessment Roll will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024. The totals shown on the Assessment Rolls may not match the Service Plan due to unredeemed Prepayments.

**EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL**

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/24 <sup>1,2</sup>
557860	Residential	\$ 29,696.97	\$ 2,636.62
557861	Residential	\$ 29,696.97	\$ 2,636.62
557862	Residential	\$ 29,696.97	\$ 2,636.62
557863	Residential	\$ 29,696.97	\$ 2,636.62
557864	Residential	\$ 29,696.97	\$ 2,636.62
557865	Residential - Prepaid in Full	\$ -	\$ -
557866	Residential	\$ 29,696.97	\$ 2,636.62
557867	Non-Benefitted Property	\$ -	\$ -
557868	Non-Benefitted Property	\$ -	\$ -
557869	Residential	\$ 29,696.97	\$ 2,636.62
557870	Residential	\$ 29,696.97	\$ 2,636.62
557871	Residential	\$ 29,696.97	\$ 2,636.62
557872	Residential	\$ 29,696.97	\$ 2,636.62
557873	Residential	\$ 29,696.97	\$ 2,636.62
557874	Residential	\$ 29,696.97	\$ 2,636.62
557875	Residential	\$ 29,696.97	\$ 2,636.62
557876	Residential - Prepaid in Full	\$ -	\$ -
557877	Residential	\$ 29,696.97	\$ 2,636.62
557878	Residential	\$ 29,696.97	\$ 2,636.62
557879	Residential	\$ 29,696.97	\$ 2,636.62
557880	Residential	\$ 29,696.97	\$ 2,636.62
557881	Residential	\$ 29,696.97	\$ 2,636.62
557882	Residential	\$ 29,696.97	\$ 2,636.62
557883	Residential	\$ 29,696.97	\$ 2,636.62
557884	Residential	\$ 29,696.97	\$ 2,636.62
557885	Residential	\$ 29,696.97	\$ 2,636.62
557886	Residential	\$ 29,696.97	\$ 2,636.62
557887	Residential	\$ 29,696.97	\$ 2,636.62
557888	Residential	\$ 29,696.97	\$ 2,636.62
557889	Residential	\$ 29,696.97	\$ 2,636.62
557890	Residential	\$ 29,696.97	\$ 2,636.62
557891	Residential	\$ 29,696.97	\$ 2,636.62
557892	Residential	\$ 29,696.97	\$ 2,636.62
557893	Residential	\$ 29,696.97	\$ 2,636.62
557894	Residential	\$ 29,696.97	\$ 2,636.62
557895	Residential	\$ 29,696.97	\$ 2,636.62
557896	Residential	\$ 29,696.97	\$ 2,636.62
557897	Residential - Prepaid in Full	\$ -	\$ -
557899	Residential	\$ 29,696.97	\$ 2,636.62
557900	Residential	\$ 29,696.97	\$ 2,636.62

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/24 <sup>1,2</sup>
557901	Non-Benefitted Property	\$ -	\$ -
557902	Residential	\$ 29,696.97	\$ 2,636.62
557903	Residential	\$ 29,696.97	\$ 2,636.62
557904	Residential	\$ 29,696.97	\$ 2,636.62
557905	Residential	\$ 29,696.97	\$ 2,636.62
557906	Residential	\$ 29,696.97	\$ 2,636.62
557907	Residential	\$ 29,696.97	\$ 2,636.62
557908	Residential	\$ 29,696.97	\$ 2,636.62
557909	Residential	\$ 29,696.97	\$ 2,636.62
557910	Residential	\$ 29,696.97	\$ 2,636.62
557911	Residential	\$ 29,696.97	\$ 2,636.62
557912	Residential	\$ 29,696.97	\$ 2,636.62
557913	Residential	\$ 29,696.97	\$ 2,636.62
557914	Residential	\$ 29,696.97	\$ 2,636.62
557915	Residential	\$ 29,696.97	\$ 2,636.62
557916	Residential	\$ 29,696.97	\$ 2,636.62
557917	Residential	\$ 29,696.97	\$ 2,636.62
557918	Residential	\$ 29,696.97	\$ 2,636.62
557919	Residential	\$ 29,696.97	\$ 2,636.62
557920	Residential	\$ 29,696.97	\$ 2,636.62
557921	Residential	\$ 29,696.97	\$ 2,636.62
557922	Residential	\$ 29,696.97	\$ 2,636.62
557923	Residential	\$ 29,696.97	\$ 2,636.62
557924	Residential	\$ 29,696.97	\$ 2,636.62
557925	Non-Benefitted Property	\$ -	\$ -
557927	Residential	\$ 29,696.97	\$ 2,636.62
557928	Residential	\$ 29,696.97	\$ 2,636.62
557929	Residential	\$ 29,696.97	\$ 2,636.62
557930	Residential	\$ 29,696.97	\$ 2,636.62
557931	Residential	\$ 29,696.97	\$ 2,636.62
557932	Residential	\$ 29,696.97	\$ 2,636.62
557933	Residential	\$ 29,696.97	\$ 2,636.62
557934	Residential	\$ 29,696.97	\$ 2,636.62
557935	Residential	\$ 29,696.97	\$ 2,636.62
557936	Residential	\$ 29,696.97	\$ 2,636.62
557937	Residential	\$ 29,696.97	\$ 2,636.62
557938	Residential	\$ 29,696.97	\$ 2,636.62
557939	Residential	\$ 29,696.97	\$ 2,636.62
557940	Residential	\$ 29,696.97	\$ 2,636.62
557941	Non-Benefitted Property	\$ -	\$ -

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/24 <sup>1,2</sup>
557943	Residential	\$ 29,696.97	\$ 2,636.62
557944	Residential	\$ 29,696.97	\$ 2,636.62
557945	Residential	\$ 29,696.97	\$ 2,636.62
557946	Residential	\$ 29,696.97	\$ 2,636.62
557947	Residential	\$ 29,696.97	\$ 2,636.62
557949	Residential	\$ 29,696.97	\$ 2,636.62
557950	Residential	\$ 29,696.97	\$ 2,636.62
557951	Residential	\$ 29,696.97	\$ 2,636.62
557952	Residential	\$ 29,696.97	\$ 2,636.62
557953	Residential	\$ 29,696.97	\$ 2,636.62
557954	Residential	\$ 29,696.97	\$ 2,636.62
557955	Residential	\$ 29,696.97	\$ 2,636.62
557956	Residential	\$ 29,696.97	\$ 2,636.62
557957	Residential	\$ 29,696.97	\$ 2,636.62
557958	Residential	\$ 29,696.97	\$ 2,636.62
557959	Residential	\$ 29,696.97	\$ 2,636.62
557960	Residential	\$ 29,696.97	\$ 2,636.62
557961	Residential	\$ 29,696.97	\$ 2,636.62
557962	Residential	\$ 29,696.97	\$ 2,636.62
557963	Residential	\$ 29,696.97	\$ 2,636.62
557964	Residential	\$ 29,696.97	\$ 2,636.62
557965	Residential	\$ 29,696.97	\$ 2,636.62
557966	Residential	\$ 29,696.97	\$ 2,636.62
557967	Residential	\$ 29,696.97	\$ 2,636.62
557968	Residential	\$ 29,696.97	\$ 2,636.62
557969	Residential	\$ 29,696.97	\$ 2,636.62
557971	Residential	\$ 29,696.97	\$ 2,636.62
557972	Residential	\$ 29,696.97	\$ 2,636.62
557973	Residential	\$ 29,696.97	\$ 2,636.62
557974	Residential	\$ 29,696.97	\$ 2,636.62
557975	Residential	\$ 29,696.97	\$ 2,636.62
557976	Residential	\$ 29,696.97	\$ 2,636.62
557977	Residential	\$ 29,696.97	\$ 2,636.62
557979	Non-Benefitted Property	\$ -	\$ -
775522	Changed Property	\$ 29,696.97	\$ 2,636.62
775523	Non-Benefitted Property	\$ -	\$ -
559781	Non-Benefitted Property	\$ -	\$ -
581613	Non-Benefitted Property	\$ -	\$ -
<b>Total</b>		<b>\$ 3,147,878.79</b>	<b>\$ 279,481.67</b>

Notes:

(1) Totals may not match the outstanding Assessment or Annual Installment due to rounding or prepayment of Assessment that have not yet redeemed PID Bonds.

(2) The Annual Installment covers the period September 1, 2023 to August 31, 2024, and is due by January 31, 2024.

**EXHIBIT A-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL**

Property ID	Lot Type	Outstanding Assessment <sup>1</sup>	Installment Due 1/31/24 <sup>1,2</sup>
732775	Residential	\$ 29,696.97	\$ 2,636.62
732776	Residential	\$ 29,696.97	\$ 2,636.62
732777	Residential	\$ 29,696.97	\$ 2,636.62
732778	Residential	\$ 29,696.97	\$ 2,636.62
732779	Residential	\$ 29,696.97	\$ 2,636.62
732780	Residential	\$ 29,696.97	\$ 2,636.62
732781	Residential	\$ 29,696.97	\$ 2,636.62
732782	Residential	\$ 29,696.97	\$ 2,636.62
732783	Residential	\$ 29,696.97	\$ 2,636.62
732784	Residential	\$ 29,696.97	\$ 2,636.62
732785	Residential	\$ 29,696.97	\$ 2,636.62
732786	Residential	\$ 29,696.97	\$ 2,636.62
732787	Residential	\$ 29,696.97	\$ 2,636.62
732788	Residential	\$ 29,696.97	\$ 2,636.62
732789	Residential	\$ 29,696.97	\$ 2,636.62
732790	Residential	\$ 29,696.97	\$ 2,636.62
732791	Residential	\$ 29,696.97	\$ 2,636.62
732792	Residential	\$ 29,696.97	\$ 2,636.62
732793	Residential	\$ 29,696.97	\$ 2,636.62
732794	Residential	\$ 29,696.97	\$ 2,636.62
732795	Residential	\$ 29,696.97	\$ 2,636.62
732796	Residential	\$ 29,696.97	\$ 2,636.62
732797	Residential	\$ 29,696.97	\$ 2,636.62
732798	Non-Benefitted Property	\$ -	\$ -
732799	Non-Benefitted Property	\$ -	\$ -
732800	Non-Benefitted Property	\$ -	\$ -
<b>Total</b>		<b>\$ 683,030.30</b>	<b>\$ 60,642.25</b>

*Notes:*

- (1) Totals may not match the outstanding Assessment or Annual Installment due to rounding or prepayment of Assessment that have not yet redeemed PID Bonds.
- (2) The Annual Installment covers the period September 1, 2023 to August 31, 2024, and is due by January 31, 2024.

## EXHIBIT B – DEBT SERVICE SCHEDULE

### DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

<b><u>Year Ending</u></b> <b><u>(September 30)</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
2019	\$ 25,000.00	\$ 266,072.92	\$ 291,072.92
2020	65,000.00	232,343.76	297,343.76
2021	65,000.00	229,012.50	294,012.50
2022	70,000.00	225,681.26	295,681.26
2023	75,000.00	222,093.76	297,093.76
2024	80,000.00	218,250.00	298,250.00
2025	85,000.00	214,150.00	299,150.00
2026	90,000.00	209,793.76	299,793.76
2027	95,000.00	205,181.26	300,181.26
2028	100,000.00	200,312.50	300,312.50
2029	105,000.00	195,187.50	300,187.50
2030	115,000.00	189,281.26	304,281.26
2031	120,000.00	182,812.50	302,812.50
2032	125,000.00	176,062.50	301,062.50
2033	135,000.00	169,031.26	304,031.26
2034	140,000.00	161,437.50	301,437.50
2035	150,000.00	153,562.50	303,562.50
2036	155,000.00	145,125.00	300,125.00
2037	165,000.00	136,406.26	301,406.26
2038	175,000.00	127,125.00	302,125.00
2039	185,000.00	117,281.26	302,281.26
2040	195,000.00	106,875.00	301,875.00
2041	205,000.00	95,906.26	300,906.26
2042	215,000.00	84,375.00	299,375.00
2043	230,000.00	72,281.26	302,281.26
2044	245,000.00	59,343.76	304,343.76
2045	255,000.00	45,562.50	300,562.50
2046	270,000.00	31,218.76	301,218.76
2047	285,000.00	16,031.26	301,031.26
<b>Total</b>	<b><u>\$4,220,000.00</u></b>	<b><u>\$4,487,798.06</u></b>	<b><u>\$8,707,798.06</u></b>



## EXHIBIT C – BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
PROPERTY ADDRESS

**RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$29,696.97**

As the purchaser of the real property described above, you are obligated to pay assessments to Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hickory Creek Public Improvement District Number 2* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town of Hickory Creek.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - RESIDENTIAL LOT

Annual Installments per Lot							
Installment Due 1/31	Principal	Interest	Additional Interest	Annual Collection Costs	Reserve Fund	Total Installment	
2024	\$ 606.06	\$ 1,653.41	\$ 148.48	\$ 228.67	\$ -	\$ 2,636.62	
2025	\$ 643.94	\$ 1,622.35	\$ 145.45	\$ 233.24	\$ -	\$ 2,644.98	
2026	\$ 681.82	\$ 1,589.35	\$ 142.23	\$ 237.90	\$ -	\$ 2,651.30	
2027	\$ 719.70	\$ 1,554.40	\$ 138.83	\$ 242.66	\$ -	\$ 2,655.59	
2028	\$ 757.58	\$ 1,517.52	\$ 135.23	\$ 247.51	\$ -	\$ 2,657.84	
2029	\$ 795.45	\$ 1,478.69	\$ 131.44	\$ 252.46	\$ -	\$ 2,658.05	
2030	\$ 871.21	\$ 1,433.95	\$ 11.17	\$ 257.51	\$ -	\$ 2,573.85	
2031	\$ 909.09	\$ 1,384.94	\$ -	\$ 262.66	\$ -	\$ 2,556.70	
2032	\$ 946.97	\$ 1,333.81	\$ -	\$ 267.92	\$ -	\$ 2,548.69	
2033	\$ 1,022.73	\$ 1,280.54	\$ -	\$ 273.28	\$ -	\$ 2,576.54	
2034	\$ 1,060.61	\$ 1,223.01	\$ -	\$ 278.74	\$ -	\$ 2,562.36	
2035	\$ 1,136.36	\$ 1,163.35	\$ -	\$ 284.32	\$ -	\$ 2,584.03	
2036	\$ 1,174.24	\$ 1,099.43	\$ -	\$ 290.00	\$ -	\$ 2,563.68	
2037	\$ 1,250.00	\$ 1,033.38	\$ -	\$ 295.80	\$ -	\$ 2,579.18	
2038	\$ 1,325.76	\$ 963.07	\$ -	\$ 301.72	\$ -	\$ 2,590.54	
2039	\$ 1,401.52	\$ 888.49	\$ -	\$ 307.75	\$ -	\$ 2,597.76	
2040	\$ 1,477.27	\$ 809.66	\$ -	\$ 313.91	\$ -	\$ 2,600.84	
2041	\$ 1,553.03	\$ 726.56	\$ -	\$ 320.19	\$ -	\$ 2,599.78	
2042	\$ 1,628.79	\$ 639.20	\$ -	\$ 326.59	\$ -	\$ 2,594.58	
2043	\$ 1,742.42	\$ 547.59	\$ -	\$ 333.12	\$ -	\$ 2,623.13	
2044	\$ 1,856.06	\$ 449.57	\$ -	\$ 339.78	\$ -	\$ 2,645.42	
2045	\$ 1,931.82	\$ 345.17	\$ -	\$ 346.58	\$ -	\$ 2,623.57	
2046	\$ 2,045.45	\$ 236.51	\$ -	\$ 353.51	\$ -	\$ 2,635.47	
2047	\$ 2,159.09	\$ 121.45	\$ -	\$ 360.58	\$ (2,305.63)	\$ 335.49	
<b>Total</b>	<b>\$ 29,696.97</b>	<b>\$ 25,095.41</b>	<b>\$ 852.84</b>	<b>\$ 6,956.42</b>	<b>\$ (2,305.63)</b>	<b>\$ 60,296.00</b>	

*Note: Figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in administrative expenses, interest earnings or other available offsets could increase or decrease the amounts shown.*

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2023-06-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS APPROVING THE 2023 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2023 ANNUAL INSTALLMENTS.**

WHEREAS, the Town of Hickory Creek (the “Town”) has created the Hickory Farms Public Improvement District (the “PID”) in accordance with the requirements of Section 372.005 of the Public Improvement District Assessment Act (the “Act”); and

WHEREAS, on June 18, 2019, the Town Council approved and accepted the Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

WHEREAS, pursuant to Section 371.013 of the Act, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2023 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Hickory Farms Public Improvement District 2023 Annual Service Plan Update attached hereto as *Exhibit A*.

Section 3. Approval of Update. The Annual Service Plan Update for the PID for 2023 is hereby approved and accepted by the Town Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.

Section 5. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the 2023 Annual Service Plan Update, to be recorded in the real property records of Denton County, Texas, on or before July 3, 2023. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

Section 6. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 26<sup>th</sup> day of June, 2023.

---

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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



**EXHIBIT A**

**2023 Annual Service Plan Update**



HICKORY FARMS  
PUBLIC IMPROVEMENT DISTRICT  
2023 ANNUAL SERVICE PLAN UPDATE

JUNE 26, 2023

## **INTRODUCTION**

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the Hickory Farms Public Improvement District Service and Assessment Plan (the “SAP”).

The District was created pursuant to the Act by Resolution No. 2019-0521-3 on May 21, 2019, by the Town Council to finance certain Authorized Improvements for the benefit of the property in the District.

On June 18, 2019, the Town Council approved the SAP for the District by adopting Ordinance No. 2019-06-821, which approved the levy of Assessments for Assessed Parcels within the District.

On July 27, 2020, the Town Council approved the SAP for the District by adopting Resolution No. 2020-0727-2, which approved the levy of Assessments for Assessed Parcels within the District.

On August 23, 2021, the Town Council approved the 2021 Annual Service Plan Update for the District by adopting Ordinance No. 2021-08-880, which updated the Assessment Roll for 2021.

On August 1, 2022, the Town Council approved the 2022 Annual Service Plan Update for the District by adopting Ordinance No. 2022-08-907, which updated the Assessment Roll for 2022.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

The Town Council also adopted an Assessment Roll identifying the Assessments on each Parcel within the District, based on the method of assessment identified in the SAP. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

## PARCEL SUBDIVISION

The final plat for The Alcove at Hickory Creek was filed and recorded in the official public records of the County on August 13, 2020, and consists of 130 residential Lots and 4 Lots classified as Non-Benefitted Property. The District is fully subdivided.

## LOT AND HOME SALES

Per the Developer, the District consists of 130 Lots, of which 129 have completed homes. All homes have been sold to end-users. One Lot has been sold to the Lake Cities Municipal Utility as an access easement for a water tower. No home will be constructed on this Lot.

See **Exhibit C** for buyer disclosures.

## AUTHORIZED IMPROVEMENTS

The Developer has completed the Authorized Improvements listed in the SAP and they were dedicated to the Town.

## OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of \$3,814,949.83. The outstanding Assessment is less than the outstanding PID Bonds of \$3,820,000.00 due to prepayment of Assessments for which PID Bonds have not been redeemed.

## ANNUAL INSTALLMENT DUE 1/31/2024

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$263,750.00.
- **Additional Interest** – Additional Interest is collected to fund the Delinquency and Prepayment Reserve. The Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, and has not been met. As such, the Delinquency and Prepayment Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$19,100.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs

budgeted for the Annual Installment is \$42,412. A breakdown of the Annual Collection Costs is shown below.

Annual Collection Costs Breakdown	
Administration	\$ 31,212.00
City Auditor	\$ 2,500.00
Filing Fees	\$ 1,500.00
County Collection	\$ 200.00
Misc.	\$ 1,000.00
PID Trustee Fees	\$ 2,500.00
Dissemination Agent	\$ 3,500.00
<b>Total Annual Collection Costs</b>	<b>\$ 42,412.00</b>

Due January 31, 2024	
Principal	\$ 90,000.00
Interest	173,750.00
Additional Interest	19,100.00
Annual Collection Costs	42,412.00
<b>Total Annual Installment</b>	<b>\$ 325,262.00</b>

See **Exhibit B** for the debt service schedule for the PID Bonds as provided by Hilltop Securities.

## PREPAYMENT OF ASSESSMENTS IN FULL

The following is a list of all Parcels that made a Prepayment in full:

Property ID	Lot Type	Address	Prepayment Date	Recorded Lien Release
				Number
960313	2	1014 Camphor St	6/2/2021	114381
960374	1	1008 Almond St	6/30/2021	159931
960357	1	1042 Almond St	7/14/2021	159932
960341	1	1023 Pitch Pine St	12/7/2022	Pending
960319	2	1044 Camphor St	9/2/2021	Pending
960310	2	1008 Camphor St	1/27/2022	Pending

## PARTIAL PREPAYMENTS OF ASSESSMENTS

The following is a list of all Parcels that made a Partial Prepayment:

Property ID	Lot Type	Address	Partial Prepayment Date	Partial Prepayment Amount
960331	1	2001 Oleander St	11/3/2021	\$ 4,000.00
960331	1	2001 Oleander St	N/A <sup>[a]</sup>	\$ 149.70
960331	1	2001 Oleander St	6/13/2023	\$ 5,000.00
960331	1	2001 Oleander St	N/A <sup>[a]</sup>	\$ 49.81

Notes:

[a] Cumulative additional reduction in outstanding Assessment due to interest savings from partial prepayment.

## EXTRAORDINARY OPTIONAL REDEMPTIONS

Per notice posted August 29, 2022, \$200,000.00 was redeemed in the October 1, 2022 Extraordinary Optional Redemption<sup>1</sup>.

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Annual Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 90,000.00	\$ 90,000.00	\$ 95,000.00	\$ 100,000.00	\$ 100,000.00
Interest		\$ 173,750.00	\$ 170,150.00	\$ 166,550.00	\$ 162,750.00	\$ 158,750.00
	(1)	\$ 263,750.00	\$ 260,150.00	\$ 261,550.00	\$ 262,750.00	\$ 258,750.00
Additional Interest	(2)	\$ 19,100.00	\$ 18,650.00	\$ 18,200.00	\$ 17,725.00	\$ 17,225.00
Annual Collection Costs	(3)	\$ 42,412.00	\$ 43,260.24	\$ 44,125.44	\$ 45,007.95	\$ 45,908.11
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$325,262.00</b>	<b>\$322,060.24</b>	<b>\$323,875.44</b>	<b>\$325,482.95</b>	<b>\$321,883.11</b>

## ASSESSMENT ROLL

The list of current Parcels within the District, the corresponding total Assessments, and current Annual Installments are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

<sup>1</sup> See <https://emma.msrb.org/IssueView/Details/ER391766> for more information regarding Extraordinary Option Redemptions for the PID Bonds.

## EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot Type	Notes	Outstanding Assessment <sup>[a],[b]</sup>	Installment Due 1/31/24 <sup>[a],[c]</sup>
960260	1		\$ 30,768.71	\$ 2,620.32
960261	1		\$ 30,768.71	\$ 2,620.32
960262	1		\$ 30,768.71	\$ 2,620.32
960263	1		\$ 30,768.71	\$ 2,620.32
960264	1		\$ 30,768.71	\$ 2,620.32
960265	1		\$ 30,768.71	\$ 2,620.32
960266	1		\$ 30,768.71	\$ 2,620.32
960267	1		\$ 30,768.71	\$ 2,620.32
960268	1		\$ 30,768.71	\$ 2,620.32
960269	1		\$ 30,768.71	\$ 2,620.32
960270	1		\$ 30,768.71	\$ 2,620.32
960271	1		\$ 30,768.71	\$ 2,620.32
960272	1		\$ 30,768.71	\$ 2,620.32
960273	1		\$ 30,768.71	\$ 2,620.32
960274	1		\$ 30,768.71	\$ 2,620.32
960275	1		\$ 30,768.71	\$ 2,620.32
960276	1		\$ 30,768.71	\$ 2,620.32
960277	1		\$ 30,768.71	\$ 2,620.32
960278	1		\$ 30,768.71	\$ 2,620.32
960279	1		\$ 30,768.71	\$ 2,620.32
960280	1		\$ 30,768.71	\$ 2,620.32
960281	1		\$ 30,768.71	\$ 2,620.32
960282	1		\$ 30,768.71	\$ 2,620.32
960283	1		\$ 30,768.71	\$ 2,620.32
960284	1		\$ 30,768.71	\$ 2,620.32
960285	1		\$ 30,768.71	\$ 2,620.32
960286	1		\$ 30,768.71	\$ 2,620.32
960287	1		\$ 30,768.71	\$ 2,620.32
960288	1		\$ 30,768.71	\$ 2,620.32
960289	1		\$ 30,768.71	\$ 2,620.32
960290	1		\$ 30,768.71	\$ 2,620.32
960291	1		\$ 30,768.71	\$ 2,620.32
960292	1		\$ 30,768.71	\$ 2,620.32
960293	1		\$ 30,768.71	\$ 2,620.32
960294	1		\$ 30,768.71	\$ 2,620.32
960295	1		\$ 30,768.71	\$ 2,620.32
960296	1		\$ 30,768.71	\$ 2,620.32
960297	1		\$ 30,768.71	\$ 2,620.32
960298	1		\$ 30,768.71	\$ 2,620.32
960299	1		\$ 30,768.71	\$ 2,620.32

Property ID	Lot Type	Notes	Outstanding Assessment <sup>[a],[b]</sup>	Installment Due 1/31/24 <sup>[a],[c]</sup>
960300	1		\$ 30,768.71	\$ 2,620.32
960301	1		\$ 30,768.71	\$ 2,620.32
960302	1		\$ 30,768.71	\$ 2,620.32
960303	1		\$ 30,768.71	\$ 2,620.32
960304	1		\$ 30,768.71	\$ 2,620.32
960305	1		\$ 30,768.71	\$ 2,620.32
960306	1		\$ 30,768.71	\$ 2,620.32
960307	1		\$ 30,768.71	\$ 2,620.32
960308	2		\$ 31,562.74	\$ 2,687.94
960309	2		\$ 31,562.74	\$ 2,687.94
960310	2	[d]	\$ -	\$ -
960311	2		\$ 31,562.74	\$ 2,687.94
960312	2		\$ 31,562.74	\$ 2,687.94
960313	2	[d]	\$ -	\$ -
960314	2		\$ 31,562.74	\$ 2,687.94
960315	2		\$ 31,562.74	\$ 2,687.94
960316	2		\$ 31,562.74	\$ 2,687.94
960317	2		\$ 31,562.74	\$ 2,687.94
960318	2		\$ 31,562.74	\$ 2,687.94
960319	2	[d]	\$ -	\$ -
960320	2		\$ 31,562.74	\$ 2,687.94
960321	2		\$ 31,562.74	\$ 2,687.94
960322	1		\$ 30,768.71	\$ 2,620.32
960323	1		\$ 30,768.71	\$ 2,620.32
960324	1		\$ 30,768.71	\$ 2,620.32
960325	1		\$ 30,768.71	\$ 2,620.32
960326	1		\$ 30,768.71	\$ 2,620.32
960327	1		\$ 30,768.71	\$ 2,620.32
960328	1		\$ 30,768.71	\$ 2,620.32
960329	1		\$ 30,768.71	\$ 2,620.32
960330	1		\$ 30,768.71	\$ 2,620.32
960331	Lot Type 960331	[e]	\$ 21,664.17	\$ 1,844.96
960332	1		\$ 30,768.71	\$ 2,620.32
960333	1		\$ 30,768.71	\$ 2,620.32
960334	1		\$ 30,768.71	\$ 2,620.32
960335	1		\$ 30,768.71	\$ 2,620.32
960336	1		\$ 30,768.71	\$ 2,620.32
960337	1		\$ 30,768.71	\$ 2,620.32
960338	1		\$ 30,768.71	\$ 2,620.32
960339	1		\$ 30,768.71	\$ 2,620.32



Property ID	Lot Type	Notes	Outstanding Assessment <sup>[a],[b]</sup>	Installment Due 1/31/24 <sup>[a],[c]</sup>
960340	1		\$ 30,768.71	\$ 2,620.32
960341	1	[d]	\$ -	\$ -
960342	1		\$ 30,768.71	\$ 2,620.32
960343	1		\$ 30,768.71	\$ 2,620.32
960344	1		\$ 30,768.71	\$ 2,620.32
960345	1		\$ 30,768.71	\$ 2,620.32
960346	1		\$ 30,768.71	\$ 2,620.32
960347	1		\$ 30,768.71	\$ 2,620.32
960348	1		\$ 30,768.71	\$ 2,620.32
960349	1		\$ 30,768.71	\$ 2,620.32
960350	1		\$ 30,768.71	\$ 2,620.32
960351	1		\$ 30,768.71	\$ 2,620.32
960352	Non-Benefitted Property		\$ -	\$ -
960353	Non-Benefitted Property		\$ -	\$ -
960354	Non-Benefitted Property		\$ -	\$ -
960355	Non-Benefitted Property		\$ -	\$ -
960356	1		\$ 30,768.71	\$ 2,620.32
960357	1	[d]	\$ -	\$ -
960358	1		\$ 30,768.71	\$ 2,620.32
960359	1		\$ 30,768.71	\$ 2,620.32
960360	1		\$ 30,768.71	\$ 2,620.32
960361	1		\$ 30,768.71	\$ 2,620.32
960362	1		\$ 30,768.71	\$ 2,620.32
960363	1		\$ 30,768.71	\$ 2,620.32
960364	1		\$ 30,768.71	\$ 2,620.32
960365	1		\$ 30,768.71	\$ 2,620.32
960366	1		\$ 30,768.71	\$ 2,620.32
960367	1		\$ 30,768.71	\$ 2,620.32
960368	1		\$ 30,768.71	\$ 2,620.32
960369	1		\$ 30,768.71	\$ 2,620.32
960370	1		\$ 30,768.71	\$ 2,620.32
960371	1		\$ 30,768.71	\$ 2,620.32
960372	1		\$ 30,768.71	\$ 2,620.32
960373	1		\$ 30,768.71	\$ 2,620.32
960374	1	[d]	\$ -	\$ -
960375	1		\$ 30,768.71	\$ 2,620.32
960376	1		\$ 30,768.71	\$ 2,620.32
960377	1		\$ 30,768.71	\$ 2,620.32
960378	1		\$ 30,768.71	\$ 2,620.32
960379	1		\$ 30,768.71	\$ 2,620.32

Property ID	Lot Type	Notes	Outstanding Assessment <sup>[a],[b]</sup>	Installment Due 1/31/24 <sup>[a],[c]</sup>
960380	1		\$ 30,768.71	\$ 2,620.32
960381	1		\$ 30,768.71	\$ 2,620.32
960382	1		\$ 30,768.71	\$ 2,620.32
960383	1		\$ 30,768.71	\$ 2,620.32
960384	1		\$ 30,768.71	\$ 2,620.32
960385	1		\$ 30,768.71	\$ 2,620.32
960386	1		\$ 30,768.71	\$ 2,620.32
960387	1		\$ 30,768.71	\$ 2,620.32
960388	1		\$ 30,768.71	\$ 2,620.32
960389	1		\$ 30,768.71	\$ 2,620.32
960390	1		\$ 30,768.71	\$ 2,620.32
960391	1		\$ 30,768.71	\$ 2,620.32
960392	1		\$ 30,768.71	\$ 2,620.32
960393	1		\$ 30,768.71	\$ 2,620.32
<b>Total</b>			<b>\$ 3,814,949.83</b>	<b>\$ 324,888.14</b>

*Notes:*

[a] Totals may not match the total outstanding Assessment or Annual Installment due to rounding.

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Installment covers the period September 1, 2023 to August 31, 2024 and is due by 1/31/2024.

[d] Property ID prepaid their Assessment in full.

[e] Property ID has partially prepaid their Assessment.

## EXHIBIT B – DEBT SERVICE SCHEDULE

### TOWN OF HICKORY CREEK

#### Special Assessment Revenue Bonds, Series 2019 (Hickory Farms Public Improvement District)

#### Debt Service Schedule (from September 16, 2022)

Due	Principal	Int. Rate	Interest	Total	Fisc Total
3/1/2023			\$ 81,193.75	\$ 81,193.75	
9/1/2023	\$ 85,000	4.00%	88,875.00	173,875.00	\$ 254,768.75
3/1/2024			86,875.00	86,875.00	
9/1/2024	90,000	4.00%	86,875.00	176,875.00	263,750.00
3/1/2025			85,075.00	85,075.00	
9/1/2025	90,000	4.00%	85,075.00	175,075.00	260,150.00
3/1/2026			83,275.00	83,275.00	
9/1/2026	95,000	4.00%	83,275.00	178,275.00	261,550.00
3/1/2027			81,375.00	81,375.00	
9/1/2027	100,000	4.00%	81,375.00	181,375.00	262,750.00
3/1/2028			79,375.00	79,375.00	
9/1/2028	100,000	4.00%	79,375.00	179,375.00	258,750.00
3/1/2029			77,375.00	77,375.00	
9/1/2029	105,000	4.00%	77,375.00	182,375.00	259,750.00
3/1/2030			75,275.00	75,275.00	
9/1/2030	110,000	4.50%	75,275.00	185,275.00	260,550.00
3/1/2031			72,800.00	72,800.00	
9/1/2031	115,000	4.50%	72,800.00	187,800.00	260,600.00
3/1/2032			70,212.50	70,212.50	
9/1/2032	120,000	4.50%	70,212.50	190,212.50	260,425.00
3/1/2033			67,512.50	67,512.50	
9/1/2033	125,000	4.50%	67,512.50	192,512.50	260,025.00
3/1/2034			64,700.00	64,700.00	
9/1/2034	130,000	4.50%	64,700.00	194,700.00	259,400.00
3/1/2035			61,775.00	61,775.00	
9/1/2035	135,000	4.50%	61,775.00	196,775.00	258,550.00
3/1/2036			58,737.50	58,737.50	
9/1/2036	140,000	4.50%	58,737.50	198,737.50	257,475.00
3/1/2037			55,587.50	55,587.50	
9/1/2037	150,000	4.50%	55,587.50	205,587.50	261,175.00
3/1/2038			52,212.50	52,212.50	
9/1/2038	155,000	4.50%	52,212.50	207,212.50	259,425.00
3/1/2039			48,725.00	48,725.00	
9/1/2039	160,000	4.50%	48,725.00	208,725.00	257,450.00
3/1/2040			45,125.00	45,125.00	
9/1/2040	170,000	4.75%	45,125.00	215,125.00	260,250.00
3/1/2041			41,087.50	41,087.50	
9/1/2041	175,000	4.75%	41,087.50	216,087.50	257,175.00
3/1/2042			36,931.25	36,931.25	
9/1/2042	185,000	4.75%	36,931.25	221,931.25	258,862.50
3/1/2043			32,537.50	32,537.50	
9/1/2043	195,000	4.75%	32,537.50	227,537.50	260,075.00
3/1/2044			27,906.25	27,906.25	
9/1/2044	205,000	4.75%	27,906.25	232,906.25	260,812.50
3/1/2045			23,037.50	23,037.50	
9/1/2045	210,000	4.75%	23,037.50	233,037.50	256,075.00
3/1/2046			18,050.00	18,050.00	
9/1/2046	225,000	4.75%	18,050.00	243,050.00	261,100.00
3/1/2047			12,706.25	12,706.25	
9/1/2047	235,000	4.75%	12,706.25	247,706.25	260,412.50
3/1/2048			7,125.00	7,125.00	
9/1/2048	245,000	4.75%	7,125.00	252,125.00	259,250.00
3/1/2049			1,306.25	1,306.25	
9/1/2049	55,000	4.75%	1,306.25	56,306.25	57,612.50
	\$ 3,905,000		\$ 2,903,168.75	\$ 6,808,168.75	\$ 6,808,168.75



## EXHIBIT C – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types within the District are found in this Exhibit:

- Lot Type 1
- Lot Type Property ID 960331
- Lot Type 2

*[Remainder of page intentionally left blank.]*

## HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_

PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$30,768.71**

As the purchaser of the real property described above, you are obligated to pay assessments to Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hickory Farms Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.



[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

Installments Due 1/31	Principal	Interest <sup>[a]</sup>	Annual Collection Costs	Additional Interest	Total Annual Installment <sup>[b]</sup>
2024	\$ 724.92	\$ 1,399.49	\$ 342.07	\$ 153.84	\$ 2,620.32
2025	\$ 724.92	\$ 1,370.50	\$ 348.91	\$ 150.22	\$ 2,594.54
2026	\$ 765.19	\$ 1,341.50	\$ 355.88	\$ 146.59	\$ 2,609.17
2027	\$ 805.46	\$ 1,310.89	\$ 363.00	\$ 142.77	\$ 2,622.13
2028	\$ 805.46	\$ 1,278.67	\$ 370.26	\$ 138.74	\$ 2,593.14
2029	\$ 845.74	\$ 1,246.46	\$ 377.67	\$ 134.71	\$ 2,604.57
2030	\$ 886.01	\$ 1,212.63	\$ 385.22	\$ 130.49	\$ 2,614.34
2031	\$ 926.28	\$ 1,172.76	\$ 392.93	\$ 126.06	\$ 2,618.02
2032	\$ 966.56	\$ 1,131.07	\$ 400.78	\$ 121.42	\$ 2,619.84
2033	\$ 1,006.83	\$ 1,087.58	\$ 408.80	\$ 116.59	\$ 2,619.80
2034	\$ 1,047.10	\$ 1,042.27	\$ 416.98	\$ 111.56	\$ 2,617.91
2035	\$ 1,087.38	\$ 995.15	\$ 425.32	\$ 106.32	\$ 2,614.16
2036	\$ 1,127.65	\$ 946.22	\$ 433.82	\$ 100.88	\$ 2,608.57
2037	\$ 1,208.20	\$ 895.47	\$ 442.50	\$ 95.25	\$ 2,641.41
2038	\$ 1,248.47	\$ 841.11	\$ 451.35	\$ 89.21	\$ 2,630.13
2039	\$ 1,288.74	\$ 784.92	\$ 460.38	\$ 82.96	\$ 2,617.00
2040	\$ 1,369.29	\$ 726.93	\$ 469.58	\$ 76.52	\$ 2,642.32
2041	\$ 1,409.56	\$ 661.89	\$ 478.97	\$ 69.67	\$ 2,620.10
2042	\$ 1,490.11	\$ 594.94	\$ 488.55	\$ 62.62	\$ 2,636.22
2043	\$ 1,570.65	\$ 524.16	\$ 498.32	\$ 55.17	\$ 2,648.31
2044	\$ 1,651.20	\$ 449.55	\$ 508.29	\$ 47.32	\$ 2,656.36
2045	\$ 1,691.47	\$ 371.12	\$ 518.46	\$ 39.06	\$ 2,620.11
2046	\$ 1,812.29	\$ 290.77	\$ 528.83	\$ 30.61	\$ 2,662.50
2047	\$ 1,892.84	\$ 204.69	\$ 539.40	\$ 21.55	\$ 2,658.48
2048	\$ 1,973.39	\$ 114.78	\$ 550.19	\$ 12.08	\$ 2,650.44
2049	\$ 443.01	\$ 21.04	\$ 561.19	\$ 2.22	\$ 1,027.46
<b>Total</b>	<b>\$ 30,768.71</b>	<b>\$ 22,016.54</b>	<b>\$ 11,517.65</b>	<b>\$ 2,364.44</b>	<b>\$ 66,667.35</b>

**Footnotes:**

[a] Interest is calculated at the interest rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT – LOT TYPE PROPERTY ID 960331  
– BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

---

---

---

---

---

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

---

PROPERTY ADDRESS

**LOT TYPE PROPERTY ID 960331 – PRINCIPAL ASSESSMENT: \$21,664.17**

As the purchaser of the real property described above, you are obligated to pay assessments to Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hickory Farms Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

---

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - LOT TYPE Property ID 960331

Installments Due 1/31	Principal	Interest <sup>[a]</sup>	Annual Collection Costs	Additional Interest	Total Annual Installment <sup>[b]</sup>
2024	\$ 510.41	\$ 985.38	\$ 240.85	\$ 108.32	\$ 1,844.96
2025	\$ 510.41	\$ 964.96	\$ 245.66	\$ 105.77	\$ 1,826.81
2026	\$ 538.77	\$ 944.55	\$ 250.58	\$ 103.22	\$ 1,837.11
2027	\$ 567.12	\$ 923.00	\$ 255.59	\$ 100.52	\$ 1,846.23
2028	\$ 567.12	\$ 900.31	\$ 260.70	\$ 97.69	\$ 1,825.82
2029	\$ 595.48	\$ 877.63	\$ 265.91	\$ 94.85	\$ 1,833.87
2030	\$ 623.84	\$ 853.81	\$ 271.23	\$ 91.87	\$ 1,840.75
2031	\$ 652.19	\$ 825.73	\$ 276.66	\$ 88.76	\$ 1,843.34
2032	\$ 680.55	\$ 796.39	\$ 282.19	\$ 85.49	\$ 1,844.62
2033	\$ 708.91	\$ 765.76	\$ 287.83	\$ 82.09	\$ 1,844.59
2034	\$ 737.26	\$ 733.86	\$ 293.59	\$ 78.55	\$ 1,843.26
2035	\$ 765.62	\$ 700.68	\$ 299.46	\$ 74.86	\$ 1,840.63
2036	\$ 793.97	\$ 666.23	\$ 305.45	\$ 71.03	\$ 1,836.69
2037	\$ 850.69	\$ 630.50	\$ 311.56	\$ 67.06	\$ 1,859.81
2038	\$ 879.04	\$ 592.22	\$ 317.79	\$ 62.81	\$ 1,851.87
2039	\$ 907.40	\$ 552.66	\$ 324.15	\$ 58.41	\$ 1,842.63
2040	\$ 964.11	\$ 511.83	\$ 330.63	\$ 53.88	\$ 1,860.45
2041	\$ 992.47	\$ 466.03	\$ 337.24	\$ 49.06	\$ 1,844.80
2042	\$ 1,049.18	\$ 418.89	\$ 343.99	\$ 44.09	\$ 1,856.16
2043	\$ 1,105.89	\$ 369.06	\$ 350.87	\$ 38.85	\$ 1,864.67
2044	\$ 1,162.61	\$ 316.53	\$ 357.89	\$ 33.32	\$ 1,870.34
2045	\$ 1,190.96	\$ 261.30	\$ 365.04	\$ 27.51	\$ 1,844.81
2046	\$ 1,276.03	\$ 204.73	\$ 372.35	\$ 21.55	\$ 1,874.66
2047	\$ 1,332.74	\$ 144.12	\$ 379.79	\$ 15.17	\$ 1,871.83
2048	\$ 1,389.46	\$ 80.82	\$ 387.39	\$ 8.51	\$ 1,866.17
2049	\$ 311.92	\$ 14.82	\$ 395.14	\$ 1.56	\$ 723.43
<b>Total</b>	<b>\$ 21,664.17</b>	<b>\$ 15,501.79</b>	<b>\$ 8,109.55</b>	<b>\$ 1,664.80</b>	<b>\$ 46,940.31</b>

**Footnotes:**

[a] Interest is calculated at the interest rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.



## HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

---

---

---

---

---

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

---

PROPERTY ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$31,562.74**

As the purchaser of the real property described above, you are obligated to pay assessments to Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hickory Farms Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

---

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

Installments Due 1/31	Principal	Interest <sup>[a]</sup>	Annual Collection Costs	Additional Interest	Total Annual Installment <sup>[b]</sup>
2024	\$ 743.62	\$ 1,435.61	\$ 350.89	\$ 157.81	\$ 2,687.94
2025	\$ 743.62	\$ 1,405.86	\$ 357.91	\$ 154.10	\$ 2,661.50
2026	\$ 784.94	\$ 1,376.12	\$ 365.07	\$ 150.38	\$ 2,676.50
2027	\$ 826.25	\$ 1,344.72	\$ 372.37	\$ 146.45	\$ 2,689.79
2028	\$ 826.25	\$ 1,311.67	\$ 379.82	\$ 142.32	\$ 2,660.06
2029	\$ 867.56	\$ 1,278.62	\$ 387.41	\$ 138.19	\$ 2,671.79
2030	\$ 908.87	\$ 1,243.92	\$ 395.16	\$ 133.85	\$ 2,681.81
2031	\$ 950.19	\$ 1,203.02	\$ 403.07	\$ 129.31	\$ 2,685.58
2032	\$ 991.50	\$ 1,160.26	\$ 411.13	\$ 124.56	\$ 2,687.45
2033	\$ 1,032.81	\$ 1,115.64	\$ 419.35	\$ 119.60	\$ 2,687.41
2034	\$ 1,074.12	\$ 1,069.17	\$ 427.74	\$ 114.44	\$ 2,685.46
2035	\$ 1,115.44	\$ 1,020.83	\$ 436.29	\$ 109.06	\$ 2,681.63
2036	\$ 1,156.75	\$ 970.64	\$ 445.02	\$ 103.49	\$ 2,675.89
2037	\$ 1,239.37	\$ 918.58	\$ 453.92	\$ 97.70	\$ 2,709.58
2038	\$ 1,280.69	\$ 862.81	\$ 463.00	\$ 91.51	\$ 2,698.00
2039	\$ 1,322.00	\$ 805.18	\$ 472.26	\$ 85.10	\$ 2,684.54
2040	\$ 1,404.62	\$ 745.69	\$ 481.70	\$ 78.49	\$ 2,710.51
2041	\$ 1,445.94	\$ 678.97	\$ 491.33	\$ 71.47	\$ 2,687.71
2042	\$ 1,528.56	\$ 610.29	\$ 501.16	\$ 64.24	\$ 2,704.25
2043	\$ 1,611.19	\$ 537.68	\$ 511.18	\$ 56.60	\$ 2,716.65
2044	\$ 1,693.81	\$ 461.15	\$ 521.41	\$ 48.54	\$ 2,724.91
2045	\$ 1,735.12	\$ 380.69	\$ 531.84	\$ 40.07	\$ 2,687.73
2046	\$ 1,859.06	\$ 298.28	\$ 542.47	\$ 31.40	\$ 2,731.21
2047	\$ 1,941.69	\$ 209.97	\$ 553.32	\$ 22.10	\$ 2,727.08
2048	\$ 2,024.31	\$ 117.74	\$ 564.39	\$ 12.39	\$ 2,718.84
2049	\$ 454.44	\$ 21.59	\$ 575.68	\$ 2.27	\$ 1,053.97
<b>Total</b>	<b>\$ 31,562.74</b>	<b>\$ 22,584.71</b>	<b>\$ 11,814.88</b>	<b>\$ 2,425.46</b>	<b>\$ 68,387.80</b>

**Footnotes:**

[a] Interest is calculated at the interest rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2023-0626-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT FOR ACCURINT VIRTUAL CRIME CENTER SUBSCRIPTION BETWEEN THE TOWN OF HICKORY CREEK AND LEXISNEXIS RISK SOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 26<sup>th</sup> day of June, 2023.

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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





## Accurint Virtual Crime Center

Proposal for:

Hickory Creek Police Department

Submitted by:

**Madison Doty**

Regional Account Manager

State and Local Government, Public Safety

LexisNexis | Risk Solutions

937.212.9338 Mobile

[Madison.Doty@lexisnexisrisk.com](mailto:Madison.Doty@lexisnexisrisk.com)

## Customized Cost Proposal

April 19, 2023

Jim Zehetner | Detective  
Hickory Creek Police Department  
1075 Ronald Reagan Avenue  
Hickory Creek, Texas 75065

Dear Detective Zehetner:

Thank you for your interest and time to review the Accurint® Virtual Crime Center solution. LexisNexis® Risk Solutions is proud to offer Accurint® Virtual Crime Center as part of our commitment to provide Law Enforcement industry leading investigative solutions.

Please find this quote presented to **Hickory Creek Police Department** is valid for the next 60 days. If you have questions throughout the decision process, my contact information can be found below.

If purchased separately:

- **Accurint Virtual Crime Center \$16,200 per year full data translations.**

**Accurint Virtual Crime Center can replace multiple tools agencies currently use for public records, data analytics and social media, allowing all members of the agency to be more efficient across all cases through strong data analytics.**

Sincerely,  
Madison

**Madison Doty**

Regional Account Manager  
State and Local Government, Public Safety

LexisNexis | Risk Solutions

937.212.9338 Mobile

[Madison.Doty@lexisnexisrisk.com](mailto:Madison.Doty@lexisnexisrisk.com)

# Pricing

<b>Accurant Virtual Crime Center (AVCC)</b>	
Accurant Virtual Crime Center	Unlimited Usage, Unlimited Users
AVCC Crime Mapping and Analytics	Included
Accurant for LE, Accurant for LE+ including Premium searches* (Public Records)	Unlimited Usage, Unlimited Users
Community Crime Map** (Public-Facing Solution)	Included
Jail Booking Data with Photo Line Up feature	Included
Training on all Solutions: Agency Specific, Web-based, Self-Paced Modules	Included
24/7 support from Customer Support and the LexisNexis Special Investigations Unit	Included
<b>Total Subscription Price: 12 months***</b>	<b>Year 1: Annual: \$4,400</b>
<b>Optional: Data Translations: RMS, CAD, Offender, LPR and or Crash</b>	<b>Annual: \$1,600 each</b>
<p>*<b>Premium searches</b> such as Real-Time Phones, Virtual Identity Report, Motor Vehicle, and Email Search are available to all users at no additional charge.</p> <p>**<b>Community Crime Map</b>, a map that allows law enforcement to share selected crime data with the public. This application includes basic mapping, dashboards and analytics. This application is free to the public and free to law enforcement agencies.</p> <p>***<b>Annual increase is 5%. Billed monthly but able to provide pre-annual invoice.</b></p>	
<b>Additional Options for Accurant TraX Solution and Services</b>	
<b>Accurant TraX</b> <b>Included:</b> Customers assistance with getting started, search warrant language, data uploads and mapping. Our team can also offer case peer reviews and support during exigent cases.	Unlimited Usage, Unlimited Users Standard Pricing: \$6,800 Bundled Pricing: \$2,000
VIPER: Cloud-based virtual pen register that provides a live feed of cellular geolocation data to surveil potential suspects	Unlimited Usage, Unlimited Users Bundled Pricing: \$1,000
<b>Professional Services</b> <b>Includes:</b> Complex analysis, mapping, and reporting. Creating a court room work product, obtaining key geolocation data, locating a device and more.	25 hours annually: \$3,000
Investigative Training Courses, <b>40 Hour Training:</b>	\$1,000 Per person
Investigative Training Courses, <b>Fugitive Mission Planning &amp; Cellular Investigations</b>	\$600 Per person
Investigative Training Courses, <b>Subject Matter Expert (SME) Training</b>	\$1,250 Per person

*Quote valid for 60 days.*

## Why LexisNexis?

- **Collaborating with LexisNexis includes the following benefits to law enforcement:**
  - **Superior coverage of national and local law enforcement data.** LexisNexis obtains, normalizes, and aggregates data from more than 1,800 law enforcement agencies across the United States. This collection can include a broad diversity of data categories: CAD/CFS, Police Reports (RMS), LPR, ShotSpotter, Crash (Accident), Lotus Notes, and more.
  - **Cleaner and better data.** LexisNexis will assist law enforcement with data linking using our patented public records data resolution and linking technology, which helps law enforcement remove duplicates from the various systems. This technology maximizes investigative confidence by delivering more precise and more reliable results. 99.9%+ of records in LexisNexis databases have been uniquely identified and assigned a unique LexID number.
  - **Seamless access to unmatched identity data.** Within a single solution, you have access to 65+ billion public and proprietary records – the largest collection of its kind in the marketplace. By combining cross-jurisdictional agency data with 10,000+ sources of identity information, you gain unprecedented visibility into crime. Superior information drives investigative effectiveness by helping you disambiguate RMS records, find non-obvious connections, and generate leads.
  - **Patented process that combines LexisNexis data content and Data Analytics Supercomputer (DAS).** This technology offers the industry's highest hit rate when verifying and updating identity information.
  - **Unlimited access and users to Accurint Virtual Crime Center.** The first, law enforcement only, product to combine public records with law enforcement data using LexisNexis' proprietary linking technology, LexID, housed and maintained in a CJIS approved environment.
  - **High Performance Computing Cluster (HPCC) Technology.** HPCC enables data integration on a scale not previously available. Built for Big Data and proven for 10+ years its real-time answers to millions of users help reveal patterns and hidden relationships. Accurint's cutting-edge technology allows searches to be performed much more cost effectively than alternatives. Given a few pieces of information (e.g. a phonetically spelled name, the city of a previous address), Accurint can rapidly retrieve a complete and accurate identification of an individual, including current and historical addresses as well as associative links (relatives, associates, and neighbors).

LexisNexis is the largest and fastest growing data repository of public records and commercially available data in the country with information on hundreds of millions of uniquely identified individual and business entities. These entities are scattered throughout the United States, providing information on desirable and rapidly growing emerging markets that include criminals, students, immigrants, visiting foreigners, etc. Therefore, it is very likely the LexisNexis database will contain information regarding these individuals **even when other sources do not**. In addition, only LexisNexis has the patented technology to accurately link individuals and entities.

## Data Linking Technology

One of the major differences between LexisNexis and our competitors is our **patented identity linking technology** – called LexID. This core capability is included in the Department’s solution. Other solutions are limited by their federated search technology, which groups records only when they match input criteria. In contrast, LexisNexis cross-links every new record, regardless of whether or not the data is structured or unstructured. LexID connects identities behind the scenes by refining, linking, and fusing data from over 10,000 distinct sources, with up to 99.9% precision. The technology represented in LexID, composed of multiple patents, is the ingredient behind LexisNexis Risk Solutions. LexID analyzes large data sets more easily, accurately, and efficiently by using a High Performance Computing Cluster (HPCC) and proprietary programming language. The LexID is a unique 12-digit number that is often a better indicator of a unique individual than a Social Security number (SSN), and the LexID is not Personally Identifiable Information (PII).
















LexisNexis database contains 65 billion records that map to more than 728 million unique identities drawn from over 10,000 disparate sources.

LexisNexis provides information products that allow organizations to quickly and easily extract valuable knowledge and actionable information from huge amounts of data.

LexisNexis' Accurint Virtual Crime Center is the most powerful law enforcement tools on the market today. These innovative products are made possible by integrating powerful technology, tens of billions of law enforcement and public records data on identities using patented data-linking methods.

## Accurant Virtual Crime Center

### The benefits with using Accurant Virtual Crime Center:

-  With a single search, results include pre-linked law enforcement data from jurisdictions from across the United States with nationwide public record data.
-  Ability to view results visually, in a report, geo spatially on a map, or on a link analysis chart
-  Ability to access the solution in a web/SaaS real time environment access from a browser on a MDT, Computer or Tablet device. No hardware/downloads are required to utilize the solution.
-  Includes 140 fields of data with narratives accessible and searchable
-  View crime and calls for service (CFS) trends across borders
-  Create, schedule and disseminate reports to other users
-  Conduct geographic analysis to narrow suspect list
-  View over 100 graphs and charts using dashboard analytics
-  Predict where crime will occur
-  Compare and animate crime and CFS hotspots over time
-  Create and automate COMPSTAT and ad-hoc reports
-  Deploy resources more efficiently
-  Identify crime patterns and target investigations



#### Agency Data Linked with Public Records

Cross-jurisdictional agency data linked to identity information from over 10,000 sources using LexID



#### National Map of Crime

Agency data from across the country including:

- Crime Incident data
- CAD
- Offender Data
- Crash Data
- License Plate Reader



#### Data Analytics for Entire Agency

Custom dashboards for analysts, command staff, patrol and investigators


- Industry leading Visual Analytics
- Predictive Policing tools



#### Accurant Virtual Crime Center

People, Places, Vehicles PRE-LINKED

- Complete picture of an Identity, Location or Vehicle
- Lead Generation

-  **Accurant Virtual Crime Center Capabilities.** Elevate your investigative effectiveness with cross-jurisdictional insights and analytics that provide greater insight into suspects and crime trends.

*Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.*

The Accurant Virtual Crime Center is a ground breaking product for U.S. law enforcement agencies. LexisNexis is taking its world class linking technology, known as LexID, and applying it to people, businesses, vehicles and phones from law enforcement data. This linking technology will automatically link people found in Record Management System data, Call For Service data, License Plate Reader data, Offender databases, and many other databases found in law enforcement agencies.

It is a next-generation policing platform for COMPSTAT, analytics, crime analysis, and investigations that builds upon a decades-long LexisNexis tradition of helping law enforcement obtain actionable insights from “big data.”

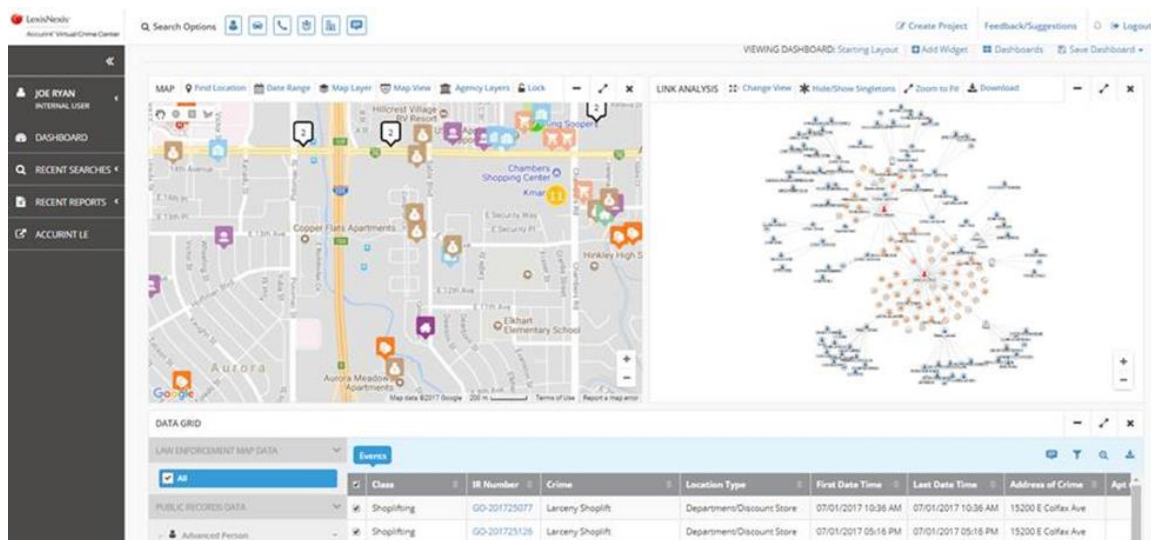
With one search, you can scour your own RMS and billions of identity data records to discover non-obvious connections and generate leads.

This solution links billions of public records to agency-provided data in a cross-jurisdictional information exchange to provide law enforcement with unprecedented visibility into

crime in their own jurisdiction and around the country. Linking across data types delivers a more comprehensive view into an identity.

### Criminals have no boundaries

Accurant Virtual Crime Center provides agencies with a view beyond their own jurisdictions into regional and nationwide crime data. To predict and solve crime patterns, you need visibility not just to the jurisdiction next door, but across the country. The ability to view information such as crime incident data, CFS/CAD, offender data, crash data, license plate readers (LPR), ShotSpotter data in the same place assists in resolving and preventing crimes in a timely manner.

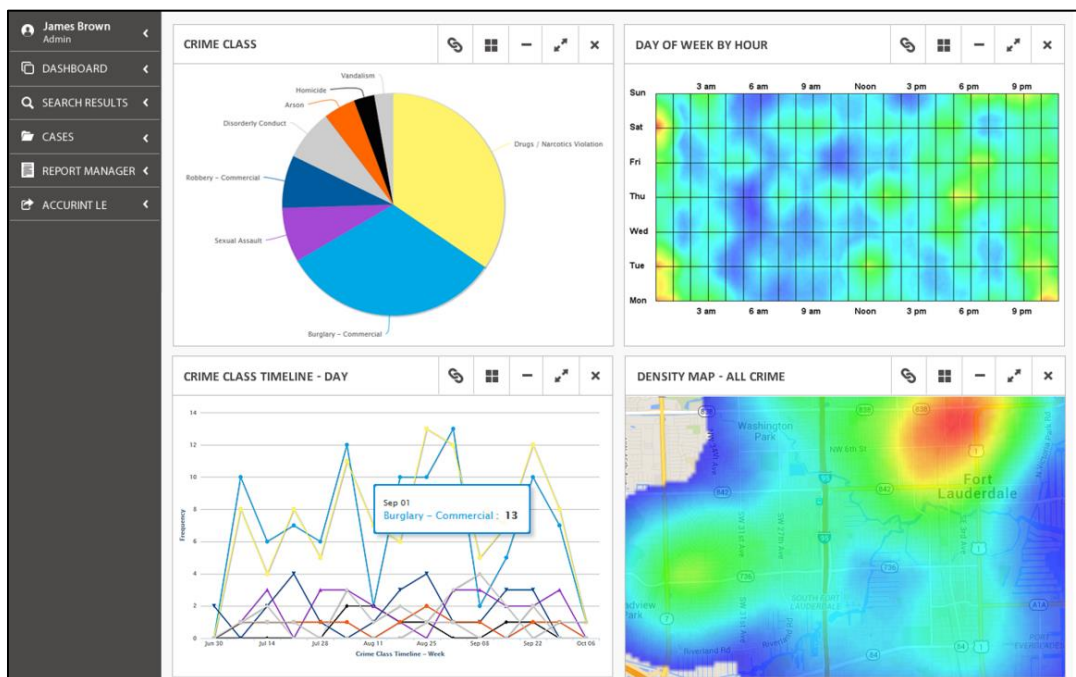


**Sample Crime Data with Link Analysis.** Quickly link public safety and public record associations. Finding the “who” in an investigation.

*Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.*

### Flexible views for all users within an agency

Design your dashboard for your role within the agency. Whether you are a part of a command staff, supervisor, investigator, or analyst, you can search across all your own data and public records information while using predictive policing and analytics capabilities. **Accurant Virtual Crime Center can replace multiple tools agencies currently use for public records, data analytics and social media, allowing all members of the agency to be more efficient across all cases through strong data analytics.**



**Sample Director-Level View.** Make more informed decisions about crime patterns, trends, and resource planning by leveraging more than 100 visualization and analytical features.

Graphs help you visualize crime patterns and trends across jurisdictional lines. Over 100 features let users analyze nearly every aspect of their agency’s data. Crime hotspot maps and predictive analytics can be created with one click against any data on the map, even data spanning multiple jurisdictions.

Advanced analytical capabilities show how crimes or criminals movement have changed over time and across the nation, so you can discover temporal trends within any set of data. Accurant Virtual Crime Center can also be used to predict future hot areas – so you can place resources in the right place at the right time.











### Jail Booking Data

LNRS is pleased to make real-time incarceration and arrest data available to supplement the available AVCC information. You will access jail booking data, including over 140 million booking records and 38 million offender images from 2,000+ law enforcement databases nationwide. Local booking data is available from facilities in 43 states plus D.C., and state departments of corrections data is available from 27 states. We add over 1 million new records each month. This equates to approximately 85% of all incarcerations in the United States, so you can rest assured it has the most reliable booking data available. Search results include both past incarcerations as well as current incarcerations. Our specific sources of jail data can include the items below:

Name	Holding facility	Disposition information
AKA	Arrest information	Bond information
Jail ID	Release information	Sex offender
Arrest agency information	Charges information	Capability to view incident reports

### Accurint for Law Enforcement Plus


#### Benefits with using Accurint for Law Enforcement (public records):

-  Accurint includes Advanced GIS Mapping allows you to link information to locations to see geo-spatial relationships between people and addresses. With the ability to overlay data onto a map, you gain a better understanding of how entities are related or interconnected. Mapping tools enable you to seamlessly drag search results into “real-time” windows to display the location of people, businesses, infrastructure and more.
-  Real-Time Phones Search provides primary phone contact information 50% more accurate than competitive solutions
-  Virtual Identity Report: accesses data from over 140 of the most popular social networking sites to give insight into a subject’s online
-  Business Search: Running block ranges, street names or apartment complex addresses within Business Search can paint a more complete picture of a specific geographic area,
-  People at Work
-  LexisNexis’ database includes current as well as historic addresses and phones to assist you in investigating a subject.
-  Frequently accessed searches – Accurint offers quick access to frequently used searches and allows users to carry forward query terms between search forms. Productivity gains with these functions are unmatched with any of our competitors.
-  Person Alerts allow “Plus” ID holders to set email alerts for up to 400 entities that are scrubbed weekly for new contact information.

Accurint for Law Enforcement Plus searches for public records information through full text and forms-based searching. You may also drill down and browse for additional information within search results. Department users can generate easy-to-read, comprehensive reports about individuals and businesses. The solution is also accessible on mobile devices.

### Advanced Person Search

Last Name	First Name	Middle Name
<input type="checkbox"/> Include similar-sounding names <span style="font-size: 0.8em;">i</span> <input type="checkbox"/> Strict Search <span style="font-size: 0.8em;">i</span> <input type="checkbox"/> Include name variations <span style="font-size: 0.8em;">i</span>		
DOB <span style="font-size: 0.8em;">i</span>	SSN	LexID <span style="font-size: 0.8em;">i</span>
Street Address	City	State <span style="font-size: 0.8em;">✎</span>
ZIP Code	Radius (miles)	Date First Seen - Date Last Seen
<span style="background-color: #f0f0f0; padding: 2px 5px; border: 1px solid #ccc;">- Hide Additional Subject Information Fields <span style="font-size: 0.8em;">i</span></span>		
Driver License #	Driver License State <span style="font-size: 0.8em;">✎</span>	County
		Age Min - Age Max
Other Last Name	Other City	Other State <span style="font-size: 0.8em;">✎</span>
		Other State <span style="font-size: 0.8em;">✎</span>
Relative First Name	Other Relative First Name	

 **Above: Accurint’s Advance Person Search Screen.** Even if you have partial or missing information about an individual, researching is easy with Accurint form-based searching technology. Accurint for Law Enforcement Plus is a powerful investigative tool used by thousands of government agencies across the country, assisting them with enforcing laws and regulations, fighting fraud and providing citizen-centric services. Department investigators can perform their jobs more efficiently and effectively thanks to Accurint’s advanced data linking technology that instantly gathers and analyzes current, comprehensive and authoritative public records information.

## Real Time Phones

### 📍 Benefits with using Real Time Phones:

- 📍 The ability to locate hard-to-find individuals. Accessing more comprehensive real-time phone information including over 200 million wireless numbers.
- 📍 Receive 50% more accurate phone contact information than competitive solutions due to enhanced data-matching intelligence and additional data sources.
- 📍 Access to more detail with the Phone Detail Report.

- 📍 **The Phone Detail Report** shows information related to a phone number, including type and status of phone line, porting and published indicators, current and previous operating company contact details, and historical phone records.
- 📍 Search in-house and real-time phone sources for landline, wireless, VoIP and other phone number-related data.
- 📍 Search a name and address or phone number to access both cellular and land line carrier records and self-reported phone data to locate additional identifying information on a subject.
- 📍 Receive detailed information on current and previous carriers that can be used for investigative purposes, including over 800 million historical phone records.

Phone Detail Report	
Name:	JOHN DOE
LexID	9876543210
Address:	12345 MAIN STREET HOT SPRINGS, FL 33000-0000
Phone:	123-456-7890
Carrier Information:	BELLSOUTH SO BELL
<b>REAL TIME PHONE DETAIL:</b>	
Name:	John Doe
Caller Id Name:	Doe, John
Address:	12345 Main Street Hot Springs, FL 33000-0000
Listing Creation Date:	03/05/2004
Address Type:	Street Address
Phone Line Status:	Active-Landline
Phone Listing Type:	Residential
Non-Published:	N
Ported Indicator:	Y
Operating Company Name:	Bellsouth Telecomm Inc dba Southern Bell Tel & Tel
Operating Company Affiliated To:	AT&T
Operating Company Address:	123 Main Street Fort Lauderdale, FL 33312
Operating Company Phone:	(954) 555-1212
Operating Company Fax:	(954) 555-1213
Company Contact Email:	john.smith@bellsouth.com

## LexisNexis Customer Service, Support & Education

### Superior Customer Service and Support

Law enforcement can access customer service and technical support via a toll-free number, (866) 277-8407, as well as email support via [publicsafety.support@lexisnexisrisk.com](mailto:publicsafety.support@lexisnexisrisk.com). Through this number and email support, customers have the ability to reach customer service, technical support, customer setup, and product support. Support is available 24 hours a day, seven days a week. In addition to customer support, LexisNexis has an account team dedicated to law enforcement. The team will provide the best support for deploying LexisNexis solutions while promoting and serving law enforcement and its mission.

### Customer Education

LexisNexis is committed to providing world class products and support to the Law Enforcement community. To achieve that goal, we offer the following:

- **The Special Investigations Unit:** The Special Investigations Unit (SIU) is comprised of former law enforcement experts who leverage the LexisNexis solutions and data offering to provide real-time investigative insight for LexisNexis customers. The SIU helps law enforcement analyze data, find patterns and leverage the full suite of LexisNexis' offerings to solve, manage and predict crime. Access to the SIU is included with our product offerings and available to law enforcement during critical incidents and major investigations, and is available to provide support remotely.
- **Customized Training Options:** We realize that your agency is in a network of public safety, agencies each with its own set of needs and objectives. In that spirit, we offer many training delivery options, including self-paced E-Learning and live webinars. Our Education Consultants will fully discuss these options with each agency and formulate a training plan. This plan will take into account the needs of your specific agency, and will be designed to accommodate scheduling needs based on varying staff schedules, the diverse needs and workflow of your users and the training delivery methods that will offer them the most tailored and efficient educational experience.
- **An ongoing customer education experience:** After all of the initial training is completed, we will continue to offer educational opportunities to you. Our Education Consultants will offer ongoing webinar programs and/or onsite events to provide continuing educational opportunities for veteran users and new user training to meet the assist with the onboarding of new hires or transfers. In addition, our Crime Analysts will always be there to assist you with case specific product assistance. We realize that it is important to support our customers before, during and after the sale.

## Professional Services

For a fee, LexisNexis Subject Matter Experts offer several additional options to all customers for complex analysis, mapping, and reporting. Our experts can assist your agency with creating a court room work product, obtaining key geolocation data, locating a device and more. This team can provide customized assistance your agency may need during complex investigations.

- **Exigent Case Support** – SMEs offer 24/7 assistance during Exigent Circumstances.
- **Network Analysis** – SMEs can utilize LexisNexis information and analytics to aid customers in locating detailed information relevant in active criminal investigations to include phone and person network research and analysis.
- **Customizable Dashboards** – SMEs can assist agencies with creating customized dashboards to fit their needs and help automate workflows.
- **Complex Geolocation Case Analysis** – SMEs can assist with cases involving multiple devices or targets, corroborating case details or facts, and Tower Dump analysis.
- **Drive Test Scanner Support** – Onboarding, troubleshooting, and analysis of reported data, by SMEs, is available for drive test scanner users.
- **Court Room Testimony / Peer Reviews** – SMEs ensure the proper understanding of the analysis conducted, and that visual demonstrative aids or written reports adhered to best practices.
- **Preparing Case Deliverables** – Types of deliverables our SMEs can assist with include written reports, court testimony, and developing case presentations involving PowerPoint development, animations or videos, graphs or charts, or a combination thereof.
- **Customized Assistance** – Our SMEs can assist your agency in multiple ways, from data quality assurance to cold case investigations. Contact our team to learn how we can customize an option to assist your agency.



## AGENDA INFORMATION SHEET

**MEETING DATE:** June 26, 2023

**AGENDA ITEM:** Conduct a public hearing regarding an ordinance of the Town Council of the Town of Hickory Creek, Texas amending the Town’s Code of Ordinances, Chapter 14: Zoning, Article VII: SF-1 Residential; Article VIII: SF-2 Residential; Article IX: SF-3 Residential; Article X: TH-1 Townhouse District and Article XII.5: GMH Garth Addition Mobile Home Single-Family Residential and consider and act on an ordinance for the same.

**SUMMARY:** According to the U.S. Environmental Protection Agency, impervious surfaces prevent rainwater from entering the soil. Pollutants from aerial and terrestrial sources accumulate on impervious surfaces until runoff from a precipitation event carries sediment, nutrients, metals, and pesticides into stormwater drains and directly to local waterbodies. The establishment of impervious cover guidelines prevents residential properties from being over developed and curtails drainage issues.

The intent of this change is to add side yard to the front and corner side yards adopted in the previous ordinance. Items typically found in side yards include air-conditioning units, solar equipment, generators, walkways, garbage can pads, etc. which effect the drainage flow lot to lot. The maximum coverage area in Town House districts (TH-1) was changed from 40% to 50%. TH-1 lots are required to be a minimum of 30 feet wide. 50% coverage allows for a more generous driveway width and walkway without zoning modifications.

Date	Request	Meeting	Result
10/86	Comprehensive Zoning Ordinance	Town Council	Established
2/15/22	Add impervious surfaces limits in SF-1, SF-2, SF-3, TH-1, & GMH zoning areas.	Planning & Zoning	Added 40% max. coverage to front & corner side yard in listed zoning areas. Approval Recommended
3/28/22	Ord 2022-03-899 Add impervious surfaces limits in SF-1, SF-2, SF-3, TH-1, & GMH districts.	Town Council	Approved
6/20/23	Update impervious surface limits to include side yards in SF-1, SF-2, SF-3, TH-1, & GMH zoning areas	Planning & Zoning	Adds a max. coverage to side yards in listed zoning areas. TH-1 max. changed from 40% to 50%. Approval recommended with TH-1 to be 40%.

**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2023-06-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING CHAPTER 14 ZONING, ARTICLE VII SF-1 RESIDENTIAL, ARTICLE VIII SF-2 RESIDENTIAL, ARTICLE IX SF-3 RESIDENTIAL, ARTICLE X TH-1 TOWNHOUSE DISTRICT, AND ARTICLE XII.5 GMH GARTH ADDITION MOBILE HOME SINGLE-FAMILY RESIDENTIAL; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AND EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council is empowered under section 51.012 of the Local Government Code to adopt ordinances necessary for the government, interest, welfare, or good order of the municipality, and under Chapter 211 of the Local Government Code to regulate land use within the Town; and

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

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

**SECTION 1.**  
**INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2.**  
**FINDINGS**

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas and necessary for the government, interest, welfare, and good order of the Town.

**SECTION 3.**  
**AMENDMENTS**

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 14: Zoning, Article VII SF-1 Residential, Section 3 Area Regulations subsection (11) is hereby amended to read:

*“Impervious Surface Limit: The total impervious surface installed upon any front yard, side yard, or corner side yard shall not exceed 40 percent.”*

3.02 That the Town of Hickory Creek Code of Ordinances, Chapter 14: Zoning, Article VIII SF-2 Residential, Section 3 Area Regulations subsection (11) is hereby amended to read:

*“Impervious Surface Limit: The total impervious surface installed upon any front yard, side yard, or corner side yard shall not exceed 40 percent.”*

3.03 That the Town of Hickory Creek Code of Ordinances, Chapter 14: Zoning, Article IX SF-3 Residential, Section 3 Area Regulations subsection (11) is hereby amended to read:

*“Impervious Surface Limit: The total impervious surface installed upon any front yard, side yard, or corner side yard shall not exceed 40 percent.”*

3.04 That the Town of Hickory Creek Code of Ordinances, Chapter 14: Zoning, Article X TH-1 Townhouse District, Section 3 Area Regulations subsection (13) is hereby amended to read:

*“Impervious Surface Limit: The total impervious surface installed upon any front yard, side yard, or corner side yard shall not exceed 50 percent.”*

3.05 That the Town of Hickory Creek Code of Ordinances, Chapter 14: Zoning, Article XII.5 GMH Garth Addition Mobile Home Single-Family, Section 2 Building Regulations subsection (a)(1) is hereby amended to read:

*“Impervious Surface Limit: The total impervious surface installed upon any front yard, side yard, or corner side yard shall not exceed 40 percent.”*

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

**SECTION 4.**  
**CUMULATIVE REPEALER CLAUSE**

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



**SECTION 5.**  
**SAVINGS CLAUSE**

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

**SECTION 6.**  
**SEVERABILITY**

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

**SECTION 7.**  
**PENALTY**

If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in a court of competent jurisdiction to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined, except as otherwise provided herein, in a sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

**SECTION 8.**  
**PUBLICATION CLAUSE**

The Town Secretary of the Town of Hickory Creek is hereby directed to publish in the Official newspaper of the Town of Hickory Creek, the Caption, Penalty Clause, and Effective Date clause of this Ordinance for two (2) days as required by Section 52.011 of the Texas Local Government Code.

**SECTION 9.**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 10.**  
**EFFECTIVE DATE**

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 26<sup>th</sup> day of June, 2023.

---

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

**ATTEST:**

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

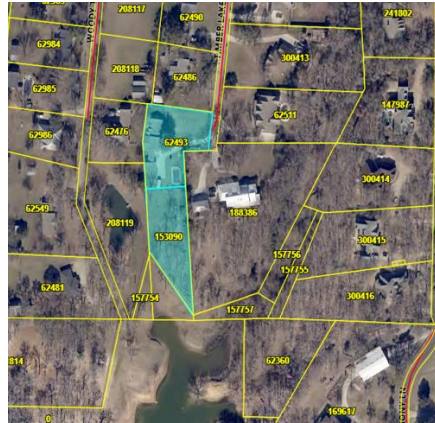


## AGENDA INFORMATION SHEET

**MEETING DATE:** June 26, 2023

**AGENDA ITEM:** Consider and act on a preliminary/final plat of the Metso Addition, Lot 1, Block A, 1.083 acres, being a 1.021 & 0.062 acres tracts situated in the Lowry Cobb Survey, Abstract Number 284, Town of Hickory Creek, Denton County, Texas. The property is located at 109 Timberlake Lane.

**SUMMARY:**



The property is currently two (2) unplatted lots in the Hickory Estates Addition neighborhood. The Hickory Estates Addition was dedicated in 1960 with a map of the addition. The map did not establish a Lot / Block format leaving the individual lots as indicated in the Lowry Cobb Survey. The main house on the property was constructed in 1975, prior to the Zoning Ordinance.

One lot is developed, and the other is not. The undeveloped lot is landlocked with little to no possibility for independent development without the granting of an access easement by one of the neighboring properties.

The area is zoned as a Single Family District which does not allow for an accessory building without a main structure on a lot. The owners wish to construct an accessory structure on the property that would not comply with the SF-2 zoning setbacks on either lot. Platting the lots together would establish a building line for the combined lot and allow the owners to install the new accessory.

Date	Request	Meeting	Result
6/17/1855	Lowry Cobb Survey	State of Texas	Established Document 1855-770001199.
5/23/1960	Hickory Estates Addition	Commissioner's Court of Denton County	Dedicated and Mapped. Documents 1960-3126 & 1960-3127.
6/20/2023	Ord 2022-03-899 Add impervious surfaces limits in SF-1, SF-2, SF-3, TH-1, & GMH districts.	Planning & Zoning	Recommended Approval



June 14, 2023  
AVO 37638.200

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

**Re: Metso Addition – Final Plat  
2<sup>nd</sup> Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received a Final Plat application for the Metso Addition on May 5, 2023. The surveyor is Old Town Surveying, LLC. The owner is Brian and Hyon Metso.

2<sup>nd</sup> Review Submittal Received: June 14, 2023

**Halff recommends approval of the Final Plat received on June 14, 2023. All previous comments have been addressed.**

**Final Plat**

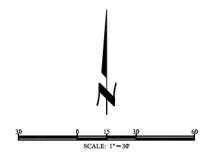
1. Please provide ten (10) sets of final plat submitted to the Town. (See checklist)  
2<sup>nd</sup> Review: To be provided.
2. Please update date in the title block. (See markups and checklist)  
2<sup>nd</sup> Review: Addressed
3. Please provide minimum building setback lines for specified zoning designation per Town Ordinances. It is understood existing buildings/improvements fall within this setback area, but setback lines will need to be included for platting for any future improvements/development. (See markups and checklist).  
2<sup>nd</sup> Review: Addressed
4. Include tax certificates for final submittal. (See checklist)  
2<sup>nd</sup> Review: Provided
5. Note that portion of existing concrete driveway encroaches on Timberlake Estate Lot 1 blk. 1 property. No action required. (See markups)  
2<sup>nd</sup> Review: Noted

Sincerely,

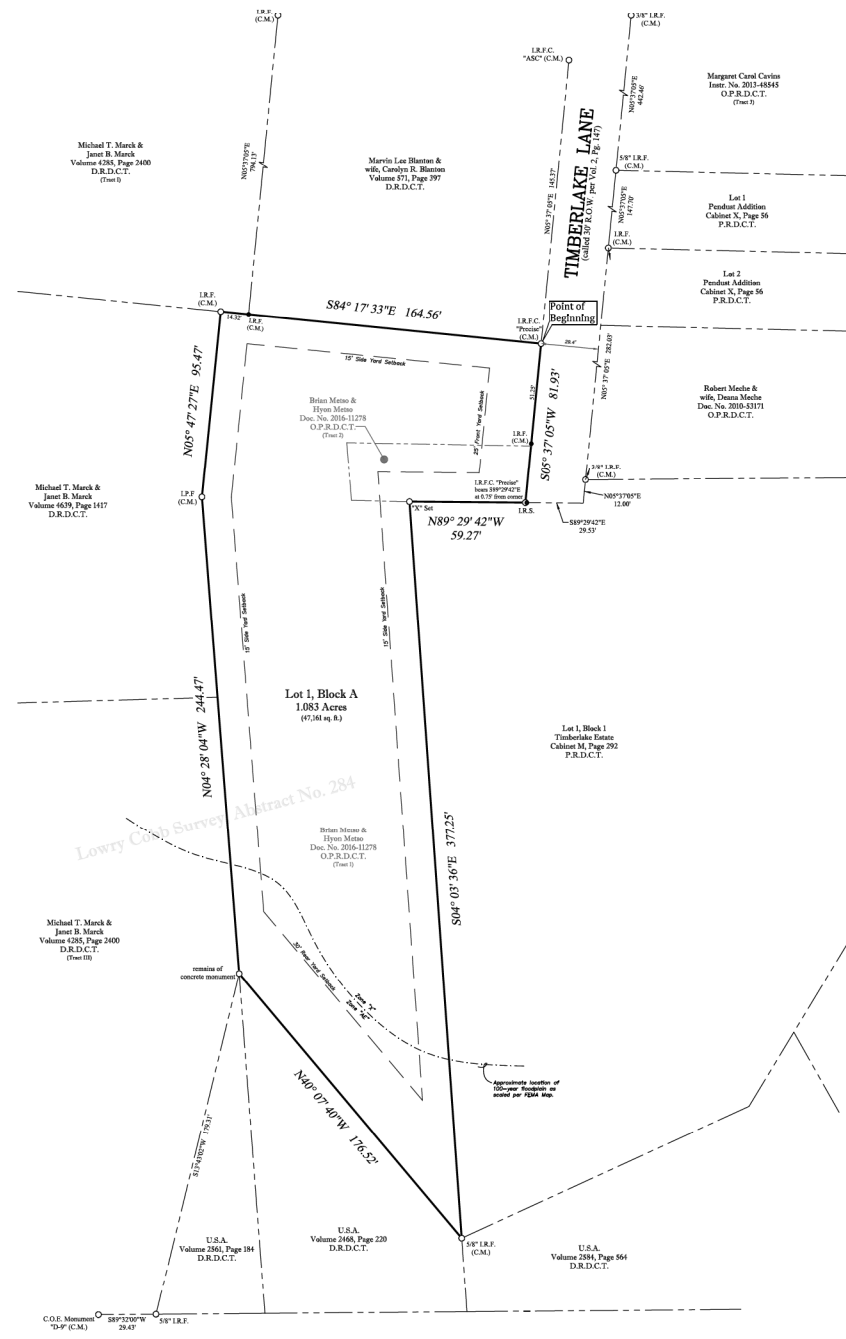
**HALFF**  
**TBPELS Engineering Firm No. 312**

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

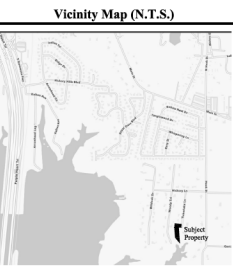
C: Kristi Rogers – Town Secretary  
John Smith – Town Administrator



- Notes:**
- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD83 (U.S. Feet).
  - It is my opinion that the property described hereon partially lies within the 100-year flood zone area according to the Federal Emergency Management Agency Flood Insurance Rate Map Community-Panel No. 481120 0254, present Effective Date of map: April 18, 2011, herein property situated within Zones "A1" & "X" (Shaded & Unshaded).
  - Notice: Selling a portion of this addition by meter and bounds is a violation of Town subdivision ordinance and state planning statutes and is subject to fines and withholding of utility and building certificates.
  - The purpose of this plat is to create a Lot of record from previously un-platted tracts.
  - This plat was prepared without the benefit of a current title search, therefore no search of recorded easements was performed on the subject property.
  - Set backs shown hereon are based on current zoning regulations.



- LEGEND**
- I.R.F. - 12" Iron Rod Found
  - I.R.S. - 12" Iron Rod Set with blue cap stamped "061 Town Surveying"
  - I.P.F. - 12" Iron Pipe Found
  - C.M. - Controlling Monument
  - C.O.E. - Corps of Engineers
  - R.O.W. - Right-of-Way
  - D.R.D.C.T. - Deed Records, Denton County, Texas
  - P.R.D.C.T. - Plat Records, Denton County, Texas
  - O.P.R.D.C.T. - Official Public Records, Denton County, Texas



**RECOMMENDED FOR APPROVAL**

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

**APPROVED FOR PREPARATION OF FINAL PLAT**

Mayor, Town of Hickory Creek, Texas \_\_\_\_\_ Date \_\_\_\_\_

The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the METSO ADDITION to the Town of Hickory Creek was submitted to the town council on the \_\_\_\_\_ of \_\_\_\_\_, 2023, and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and said council further authorized the Mayor to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2023.

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

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

This is to certify that I, Thomas W. Mauk, a Registered Professional Land Surveyor of the State of Texas, have plotted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

Thomas W. Mauk, R.P.L.S.  
 No. 5119

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

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas W. Mauk, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas \_\_\_\_\_

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

WHEREAS Brian Metso and Hyon Metso are the owners of two (2) tracts of land situated in the Lowry Cobb Survey, Abstract Number 284, Denton County, Texas, according to deed recorded under Instrument Number 2016-11278, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows: **BEGINNING** at a 1/2 inch iron rod with cap stamped "Precise" found for corner being the northeast corner of the herein described tract, same point being the southeast corner of a tract of land described by deed to Mary Lee Blanton and wife, Carolyn B. Blanton, recorded in Volume 271, Page 397, Deed Records, Denton County, Texas (D.R.D.C.T.), and being in the west right-of-way line of Timberlake Lane;

**THENCE** South 05 degrees 37 minutes 05 seconds West, with the west right-of-way line of said Timberlake Lane, passing a 1/2 inch iron rod found for witness at 11.25 feet, and continuing on for a total distance of 81.93 feet to a 1/2 inch iron rod with blue cap stamped "OLD FORDN SURVEYING" set for corner being in the north line of Lot 1, Block 1 of Timberlake Estates, an addition to the Town of Hickory Creek, Denton County, Texas, according to the plat thereof recorded in Cabinet M, Page 292, Plat Records, Denton County, Texas (P.R.D.C.T.), from which a 1/2 inch iron rod with cap stamped "Precise" found bears South 89 degrees 29 minutes 42 seconds East at 0.75 feet;

**THENCE** North 09 degrees 29 minutes 42 seconds West, a distance of 59.27 feet to a "X" set in concrete for corner being the northwest corner of said Lot 1;

**THENCE** South 04 degrees 01 minutes 34 seconds East, a distance of 377.25 feet to a 5/8 inch iron rod found for corner being the most westerly corner of said Lot 1, same point being the northwest corner of a tract of land described by deed to the United States of America (U.S.A.), recorded in Volume 2384, Page 564, D.R.D.C.T., and being the northeast corner of a tract of land described by deed to the U.S.A., recorded in Volume 2468, Page 230, D.R.D.C.T.;

**THENCE** North 40 degrees 07 minutes 40 seconds West, a distance of 176.52 feet to the remains of a concrete monument found for corner being the northeast corner of said U.S.A. tract (Vol. 2468, Pg. 230), same point being the most northerly corner of a tract of land described as to the U.S.A., recorded in Volume 2561, Page 184, D.R.D.C.T., and being an east corner of a tract of land described as Tract III by deed to Michael T. Mack and Janet B. Mack, recorded in Volume 4285, Page 2400, D.R.D.C.T.;

**THENCE** North 04 degrees 28 minutes 04 seconds West, a distance of 244.47 feet to a 3/4 inch iron pipe found for corner being an east corner of a tract of land described by deed to Michael T. Mack and Janet B. Mack, recorded in Volume 4639, Page 1417, D.R.D.C.T.;

**THENCE** North 05 degrees 47 minutes 27 seconds East, a distance of 95.47 feet to a 1/2 inch iron rod found for corner being the northeast corner of said Mack tract (Vol. 4639, Pg. 1417), same point being in the south line of a tract of land described as Tract I by said Mack deed (Vol. 4285, Pg. 2400);

**THENCE** South 84 degrees 17 minutes 33 seconds East, passing a 1/2 inch iron rod found for the southeast corner of said Mack Tract I and the southeast corner of said Blanton tract at 14.32 feet, and continuing on for a total distance of 164.56 feet to the **POINT OF BEGINNING** and containing 1.083 acres of land.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

THAT we, Brian Metso and Hyon Metso, by and through its duly authorized officer, do hereby accept this plat designated herein as **METSO ADDITION, LOT 1, BLOCK A**, an addition to the Town of Hickory Creek, Denton County, Texas, and do hereby dedicate to the public use thereof any streets and easements for the purpose and consideration expressed herein.

Brian Metso \_\_\_\_\_ Hyon Metso \_\_\_\_\_  
 (owner) (owner)

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

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Brian Metso, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas \_\_\_\_\_

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

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Hyon Metso, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas \_\_\_\_\_

**FINAL PLAT**  
**METSO ADDITION**  
**LOT 1, BLOCK A**  
 1.083 Acres (47,161 sq. ft.)  
 Being a 1.021 & 0.062 acre tracts situated in the Lowry Cobb Survey, Abstract Number 284, Town of Hickory Creek, Denton County, Texas  
 Zoned SF - 2

**OWNER**  
 Brian & Hyon Metso  
 109 Timberlake Lane,  
 Hickory Creek, TX 75045  
 Ph: 940.279.0487

**SURVEYOR**  
**Old Town Surveying, LLC**  
 Professional Land Surveyors  
 17000 Pine Grove, Suite 100, Denton, Texas, 76205  
 P.O. Box 8877 | oldtownsurveying.com | 750 Number 101461  
 Prepared By: Jim Isbell

FOR DENTON COUNTY USE ONLY  
 FOR DENTON COUNTY USE ONLY

Job No: 20230102 Date: 06/09/2023 Drafted By: TQ

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2023-0626-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND DENTON COUNTY, TEXAS CONCERNING BROADBAND INFRASTRUCTURE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a proposed agreement with Denton County, Texas (hereinafter the "Agreement") for broadband infrastructure access according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 26<sup>th</sup> day of June, 2023.

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

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

## **INTERLOCAL COOPERATION AGREEMENT**

**THIS AGREEMENT** (this "Agreement") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **Denton County, Texas** (hereinafter the "**County**"), and each of the following municipalities: the **City of Corinth** ("**Corinth**"), a Texas home rule municipality, the **Town of Shady Shores** ("**Shady Shores**"), a Texas Type A General Law City, and the **Town of Hickory Creek** ("**Hickory Creek**"), a Texas Type A General Law City. Corinth, Shady Shores, and Hickory Creek are sometimes referred to herein collectively as "**the Lake Cities**" and separately as a "**Lake City**" and the County and the Lake Cities are sometimes referred to herein collectively as the "**Parties**". Each entity is organized and exist under the laws of the State of Texas, acting by and through and under the authority of their respective governing bodies and officials; and

WHEREAS, the Parties are local governmental entities organized under the laws of the State of Texas, and all of whom have the authority to perform the services set forth in this Agreement individually, and who mutually desire to enter into an interlocal cooperation agreement for the purposes herein stated, as provided for in Chapter 791 of the Texas Government Code, in order to maximize the benefits to the citizens of the LAKE CITIES and of the COUNTY to be derived from each taxpayer dollar expended; and

WHEREAS, the Parties have a desire to provide better infrastructure and services to residents and businesses, and to facilitate economic growth within their respective jurisdictions; and

WHEREAS, the LAKE CITIES will deploy a new fiber for high-speed broadband to the premises (FTTP) network throughout the LAKE CITIES area structured in a manner that effectively enables the provision of high-capacity broadband and other services and capabilities in a competitive and open environment to their residents and businesses ("**the Network**"); and

WHEREAS, the LAKE CITIES have identified and selected Pavlov as the best candidate to provide such services and have negotiated and executed a Dark Fiber Lease and Network Operation Agreement ("**Dark Fiber Lease**") with Pavlov; and

WHEREAS, the COUNTY, in order to improve the COUNTY'S data and information services, desires to have infrastructure access for future programs which would include connection of dark fiber to the Denton County fiber ring; and



WHEREAS, due to the cost of constructing a broadband system, the ability of the COUNTY to interconnect with the LAKE CITIES fiber network will result in improved efficient exchange of data benefiting the citizens of the COUNTY; and

WHEREAS, both Parties desire to pool their respective resources, avoid unnecessary or duplicitous expense, resulting in cost savings to their respective taxpayers; and

WHEREAS, the COUNTY is willing to pay the LAKE CITIES \$343,750.03 to be paid from the COUNTY'S American Rescue Plan Act (ARPA) funds for two connection points for dark fiber connectivity and data access subject to the terms of this Agreement; and

WHEREAS, the Interlocal Cooperation Act, in Chapter 791 of the Texas Government Code, authorizes the LAKE CITIES and the COUNTY to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented by this collective, cooperative undertaking; and

NOW THEREFORE, both Parties, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, in accordance with §791.011(c)(2) of the Texas Government Code, do hereby AGREE as follows:

ARTICLE I  
INCORPORATION OF PREAMBLE

The preamble to this Agreement is wholly incorporated into this Agreement and the recitations contained therein are found and determined to be true and correct.

ARTICLE II  
SCOPE OF AGREEMENT

A. The LAKE CITIES intend to provide access to the dark fiber optic cable owned or leased by the Lake Cities in accordance with the terms of this Agreement and as provided in Exhibit A & B attached hereto and incorporated herein for all purposes.

The following are the planned and existing locations where the Lake Cities will provide access to dark fiber to the County.

- Southeast corner of W. Hundley Drive and the DCTA Rail Line.
- Southwest corner of Shady Shores Road and Lakeview Blvd.

B. The exact point of demarcation or placement of the connectivity panel at each of the location's sites shall be mutually determined by the parties.

ARTICLE III  
TERM OF AGREEMENT

This Agreement shall become effective on August 1, 2023 (“Effective Date”) and shall continue in full force and effect for as long as The Dark Fiber Lease and Network Operation Agreement between Lake Cities and Pavlov is in effect. The Dark Fiber Lease contains two (2) ten (10) year options to renew upon expiration of the initial thirty (30) year lease term. This Interlocal Cooperation Agreement will automatically be renewed beyond the initial thirty (30) year term for each ten (10) year renewal if any of the Lake Cities choose to exercise their renewal with Pavlov. If any facility not listed in Article II is added during the term of this Agreement, it is expressly understood that the term of this Agreement shall apply.

ARTICLE IV  
TERMINATION OF AGREEMENT

A. Unless otherwise provided in this Agreement, the Parties agree that none may unilaterally terminate this Agreement during the term thereof unless either (1) it is determined by either that the terms of this Agreement are prohibited by law, or (2) the Dark Fiber Lease is terminated, expires, or otherwise rendered without legal effect by a court of competent jurisdiction, either in whole or in part.

B. Either party hereto may terminate this Agreement for cause by reason of the other party's material breach or default in the performance of this Agreement. The party seeking to terminate this Agreement under this provision shall provide the defaulting party written notice, specifically identifying the breach or default complained of, which notice shall provide the defaulting party a period of not less than thirty (30) days from the date of receipt of such notice in which to cure such breach or default. In the event such breach or default is not fully cured within the time period specified, then the party seeking to terminate this Agreement shall provide the defaulting party with further written notice expressly specifying that this Agreement will be terminated if the breach or default is not wholly cured within not less than ten (10) days after the receipt of the further written notice by the alleged defaulting party. In the event that the defaulting party fails to cure the breach or default complained of, within the time specified, then this Agreement shall be terminated, and the party terminating this Agreement may seek appropriate legal relief.

ARTICLE V  
CONSIDERATION TO BE PAID

A. The COUNTY, beginning on the Effective Date of this Agreement, as identified in this Agreement, will pay the LAKE CITIES at total of \$343,750.03 in exchange for two dark fiber connection locations consisting of a minimum of four (4) strands as described herein.

This expenditure shall be funded by the American Rescue Plan Act (ARPA). The exact amount to each municipality shall be based on the population of each entity, as shall be as follows:

- CORINTH shall receive \$258,383.91.
- HICKORY CREEK shall receive \$53,825.22.
- SHADY SHORES shall receive \$31,540.89

ARTICLE VI  
OWNERSHIP AND CONTROL OF PROPERTY

Both parties shall own and maintain their electronic or passive equipment at each site.

ARTICLE VII  
RESPONSIBILITY OF MAINTENANCE

Denton County is not responsible for the maintenance, repairs, and locates for fiber optic cables and connections owned by Pavlov or the Lake Cities.

ARTICLE VIII  
HOLD HARMLESS

To the extent allowed by the Constitution and statutes of the State of Texas, and without waiving any immunity or limitation as to liability, both parties agree to and shall hold harmless each other, its officials, officers, agents, employees, or attorneys from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, or for damages to any property; real, personal, or intellectual, arising out of or in connection with the use, but not the installation or maintenance, of the fiber pair, the subject of this Agreement, where the injury or death or damage is caused by the negligence of either party, its officials, officers, agents, employees, or attorneys.

11

ARTICLE IV  
MEDIATION AND ALTERNATE DISPUTE RESOLUTION

The parties hereto may agree to settle any disputes under this Agreement by submitting their dispute to mediation or other means of alternate dispute resolution. No mediation or other alternate dispute resolution arising out of or relating to, this Agreement involving one party's disagreement may include the other party to the disagreement without the other's approval.

ARTICLE X  
ASSIGNABILITY

Both parties shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement to another governmental entity (whether by assignment, novation or otherwise) without the prior written consent of both parties, which consent shall not be unreasonably withheld. Both parties may not assign any interest in this Agreement to any other entity, other than a Texas governmental entity. Both parties shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation or otherwise) without the prior written consent of the other, which consent shall not be unreasonably withheld. Both parties, likewise, may only transfer any interest in this Agreement to another Texas governmental entity.

ARTICLE XI  
NOTICE

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by U.S. Mail, return receipt requested, postage prepaid; or by facsimile transmission actually received, to:

CORINTH: Mayor  
City of Corinth, Texas  
3300 Corinth Parkway  
Corinth, Texas 76208

HICKORY  
CREEK: Mayor  
Town of Hickory Creek  
1075 Ronald Reagan Avenue  
Hickory Creek, Texas 75065

11

SHADY  
SHORES: Mayor  
Town of Shady Shores  
101 S. Shady Shores Road  
Shady Shores, Texas 76208

COUNTY: County Judge  
Denton County, Texas  
1 Courthouse Drive  
Denton, Texas 76208

Chief Information Officer  
Denton County Technology Services  
701 Kimberly Drive Suite 285  
Denton Texas 76208

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

ARTICLE XII  
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE XIII  
SAVINGS

If any one or more of the provisions hereof concerning the subject matter of this Agreement should be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable in any respect, the parties agree to make a good faith effort to renegotiate another agreed provision to fulfill the purpose and intent of the present Agreement.

ARTICLE XIV  
GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and all obligations of the parties hereto, created by this Agreement are performable in Denton County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas.

ARTICLE XV  
ENTIRE AGREEMENT

This Agreement and the exhibits attached thereto, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated after the date hereof, and is duly authorized and executed by the parties hereto.

**ARTICLE XVI  
WAIVER OF TERMS AND CONDITIONS**

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain always in full force and effect.

**ARTICLE VII  
CAPTIONS**

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS WHEREOF, the City of Corinth, Texas has caused this Interlocal Cooperation Agreement to be executed by its duly-authorized and empowered Mayor; and the Town of Hickory Creek has caused this Interlocal Cooperation Agreement to be executed by its duly-authorized and empowered Mayor, and the Town of Shady Shores, Texas has caused this Interlocal Cooperation Agreement to be executed by its duly-authorized and empowered Mayor, and Denton County, Texas has caused this Interlocal Cooperation Agreement to be executed by its duly-authorized and empowered County Judge.

**SIGNATURE PAGES TO FOLLOW**

*Denton County Signature Page*

**DENTON COUNTY, TEXAS**

By: \_\_\_\_\_  
Andy Eads, Denton County Judge

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
Juli Luke, County Clerk

AUDITOR'S CERTIFICATE:

I hereby certify that funds are available in the amount of \$ to accomplish and pay the obligation of Denton County under this contract/agreement.

\_\_\_\_\_  
Jeff May, Denton County Auditor

**CITY OF CORINTH, TEXAS**

By: \_\_\_\_\_  
Bill Heidemann, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Scott Campbell, City Manager

Date \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Lana Wylie, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



*Town of Hickory Creek Signature Page*

**TOWN OF HICKORY CREEK, TEXAS**

By: \_\_\_\_\_  
Lynn Clark, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
John Smith, Town Administrator

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Kristi Rogers, Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dorwin L. Sargent, III, Town Attorney

*Town of Shady Shores Signature Page*

**TOWN OF SHADY SHORES, TEXAS**

By: \_\_\_\_\_  
Cindy Aughinbaugh, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Wendy Withers, Town Administrator

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Wendy Withers, Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Attorney

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2023-0626-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND FIBERTEX, LLC CONCERNING LEASE OF TOWN PROPERTY FOR STAGING IN CONNECTION WITH CONSTRUCTION OF DARK FIBER NETWORK, AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 26<sup>th</sup> day of June, 2023.

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

**DEFINITE TERM LEASE  
LAND**

THIS DEFINITE TERM LEASE FOR LAND ("Lease") is dated as of the 26<sup>th</sup> day of June, 2023 (the "Effective Date") between the Town of Hickory Creek, Texas, a Texas type A general law municipality ("Lessor") and FiberTex, LLC, a(n) \_\_\_\_\_ limited liability company ("Lessee").

**RECITALS**

A. Lessor owns a parcel of real property that Lessee finds suitable for use in compliance with Section 3 herein, including certain Premises as described below which Lessee desires to lease from Lessor.

B. Lessor has agreed to lease to Lessee the Premises, subject to the terms, conditions and limitations provided herein.

**AGREEMENTS**

In consideration of the mutual covenants herein, Lessor and Lessee hereby agree as follows:

**Section 1. Premises and Term.**

A. Lessor leases to Lessee and Lessee rents from Lessor, subject to the covenants, agreements, terms, provisions and conditions of this Lease, for the Term (as defined below), that certain parcel of real property, situated in the Town of Hickory Creek, County of Denton, State of Texas and constituting the shaded area shown on the attached aerial image, dated \_\_\_\_\_ a copy of which is attached hereto as **Exhibit "A"** and made a part hereof ("**Premises**").

B. Lessee leases the Premises from Lessor for a term ("**Term**") beginning on the Effective Date ("**Commencement Date**") and continuing thereafter until \_\_\_\_\_ or until this Lease shall be terminated earlier pursuant to the terms herein ("**Termination Date**").

C. Each consecutive twelve-month period during the Term, beginning with the Commencement Date of this Lease, is herein called a "**Lease Year**."

**Section 2. Early Termination.**

A. If Lessor shall require the Premises for municipal purposes or activities, Lessor may, in its sole discretion at any time during the Term, terminate this Lease upon written notice ("**Termination Notice**") to Lessee of not less than sixty days (60) days (the sixtieth (60<sup>th</sup>) day after such Termination Notice hereinafter the "**Early Termination Date**"). In case of such termination, Lessor shall elect one of the following: (i) Lessor may purchase from Lessee all Lessee Improvements (as defined in **Section 9(B)**), (excluding, however, equipment or moveable fixtures or any of the contents of any Lessee Improvement which are capable of being removed without damage to such Lessee Improvement [the "**Removables**"], all of which Removables shall be removed by Lessee upon such termination at Lessee's expense without further compensation from Lessor) ("**Lessor Purchase Election**") or (ii) Lessor may require Lessee to remove all of the Lessee Improvements from the Premises (together with all Removables) ("**Lessor Removal Election**"). In the event that Lessor shall elect the Lessor Purchase Election, Lessee shall remove at its expense all Removables on or prior to the Early Termination Date, and on the Early Termination Date shall deliver to Lessor a Bill of Sale or similar conveyance instrument ("**Bill of Sale**") in form reasonably acceptable to Lessor conveying all of the Lessee Improvements to Lessor. In the event of such a Lessor Purchase Election, Lessor shall pay to Lessee an amount equal to the fair market value of the Lessee Improvements. In the event that Lessor shall elect the Lessor Removal Election, Lessee shall remove at its expense all Removables on or prior to the Early Termination Date and shall also, on or prior to the Early Termination Date, remove all Lessee Improvements and restore the Premises to the same condition which existed prior to the erection of the Lessee Improvements, ordinary wear and tear excepted. In the event of such a Lessor Removal Election, Lessor shall nonetheless pay to Lessee an amount equal to the fair market value of said Lessee Improvements (less the reasonable salvage or reuse value of same). The "fair market value" shall be agreed to by the parties, and if the parties fail to agree, the same shall be determined by three disinterested appraisers selected in the manner set forth below, and the value agreed upon by any two of said appraisers shall be paid by Lessor, as Lessee's sole compensation and remedy for the early termination of this Lease. The party desiring the appraisal shall choose one appraiser after which the other shall have twenty (20) days in

which to choose an appraiser. Should a second appraiser not be chosen within the said twenty (20) days, the party naming the first appraiser shall choose the second appraiser. The two so chosen shall select a third appraiser within twenty (20) days, and upon failure to do so, the selection, on application of either party, may be made by any district court judge of the state in which the Premises is located. The two or three appraisers, as the case may be, shall reach a decision within forty-five (45) days of the appointment of the last appraiser. The decision of any such two appraisers shall be binding upon the parties.

**B.** In the event of termination of this Lease pursuant to the Termination Notice in accordance with **Section 2(A)**, Lessee, before the termination date stated in said Termination Notice, shall remove from the Premises Lessee's property not purchased by Lessor, and if it fails to do so, Lessee hereby grants Lessor the absolute right to remove such property at the cost of Lessee, or to keep, convey, destroy, or otherwise dispose of the property in any way Lessor chooses and, in addition, Lessee shall promptly upon demand pay Lessor the net (i.e., after deduction and salvage value) cost incurred by Lessor in doing so.

### **Section 3. Use and Compliance.**

**A.** Lessee may use the Premises for the sole and exclusive purpose of storage and staging of construction materials, and the construction of a new sliding gate securing entry to the Premises and for no other purpose without the prior written consent of Lessor. Lessee shall respond to Lessor's reasonable inquiries regarding the use or condition of the Premises.

**B.** Lessee shall comply with all Laws applicable to Lessee, the Premises, this Lease and Lessee's activities and obligations hereunder, and shall have the sole responsibility for costs, fees, or expenses associated with such compliance. As used herein, the term "**Laws**" shall mean any and all statutes, laws, ordinances, codes, rules or regulations or any order, decision, injunction, judgment, award or decree of any public body or authority having jurisdiction over Lessee, the Premises, this Lease, and/or Lessee's obligations under this Lease, and shall include all Environmental Laws (as defined in **Section 5(A)**).

**C.** If any governmental license or permit is required or desirable for the proper and lawful conduct of Lessee's business or other activity in or on the Premises, or if the failure to secure such a license or permit might in any way affect Lessor, then Lessee, at Lessee's expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by Lessor. Lessee, at Lessee's expense, shall at all times comply with the requirements of each such license or permit.

### **Section 4. Rent.**

**A.** Lessee shall pay as rental for the Premises, in advance, an amount equal to Thirty Six Thousand Dollars (\$36,000.00) annually during the Term, which may be paid in equal monthly installments of Three Thousand Dollars (\$3,000.00) ("**Base Rent**"). Such Base Rent shall be subject to a minimum annual escalation of three (3) percent on the anniversary date of the Effective Date of this Lease. Billing or acceptance by Lessor of any rental shall not imply a definite term or otherwise restrict either party from canceling this Lease as provided herein. Either party hereto may assign any receivables due it under this Lease; provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this Lease. All rent and other monetary payments under this Lease from Lessee to Lessor shall be delivered solely to the following address:

\_\_\_\_\_

Lessor shall have the right to designate at any time and from time to time a different address for delivery of such payments by written notice to Lessee pursuant to the notice provisions of **Section 37** below. No rent or other payment sent to any other address shall be deemed received by Lessor unless and until Lessor has actually posted such payment as received on the account of Lessee, and Lessee shall be subject to all default provisions hereunder, late fees and other consequences as a result thereof in the same manner as if Lessee had failed or delayed in making any payment.

**B.** [reserved]

**C.** Lessee shall pay the Base Rent and all additional amounts due pursuant to **Section 10** as and when the same become due and payable, without demand, set-off, or deduction. Lessee's obligation to pay Base Rent and all

amounts due under this Lease is an independent covenant and no act or circumstance, regardless of whether such act or circumstance constitutes a breach under this Lease by Lessor, shall release Lessee of its obligation to pay Base Rent and all amounts due as required by this Lease.

**D.** If any Base Rent or any payment under **Section 10** or any other payment due by Lessee hereunder is not paid within five (5) days after the date the same is due, Lessor may assess Lessee a late fee ("**Late Fee**") in an amount equal to 5% of the amount which was not paid when due to compensate Lessor for Lessor's administrative burden in connection with such late payment. In addition to said Late Fee, Lessee shall pay interest on the unpaid sum from the due date thereof to the date of payment by Lessee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in The Wall Street Journal in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in The Wall Street Journal in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

**Section 5. Environmental.**

**A.** Lessee shall strictly comply with all federal, state and local environmental laws and regulations in its occupation and use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Clean Air Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Lessee shall not maintain any treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws, on the Premises. Lessee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws, on or about the Premises.

**B.** Lessee shall give Lessor immediate notice of any release of hazardous substances on or from the Premises and for any violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Lessee's use of the Premises. Lessee shall use its best efforts to promptly respond to any release on or from the Premises. Lessee also shall give Lessor immediate notice of all measures undertaken on behalf of Lessee to investigate, remediate, respond to or otherwise cure such release or violation and shall provide to Lessor copies of all reports and/or data regarding any investigations or remediations of the Premises.

**C.** In the event that Lessor has notice from Lessee or otherwise of a release or violation of Environmental Laws on the Premises which occurred or may occur during the term of this Lease, Lessor may require Lessee, at Lessee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

**D.** Lessee shall promptly report to Lessor in writing any conditions or activities upon the Premises which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Lessee's reporting to Lessor shall not relieve Lessee of any obligation whatsoever imposed on it by this Lease. Lessee shall promptly respond to Lessor's request for information regarding said conditions or activities.

**E.** Hazardous Materials are not permitted on the Premises except as otherwise described herein. Lessee expects to use on the Premises the following Hazardous Materials: NONE, and to store on the Premises the following Hazardous Materials (as defined in **Section 5(F)** below): NONE; provided, however, that Lessee may only use and store the listed Hazardous Materials in such amounts as are necessary and customary in Lessee's industry for the permitted uses hereunder ("**Permitted Substances**"). All such Permitted Substances shall be placed, used, and stored in strict accordance with all Environmental Laws. Use or storage on the Premises of any Hazardous Materials not disclosed in this **Section 5(E)** is a breach of this Lease.

**F.** For purposes of this Section, "**Hazardous Materials**" means all materials, chemicals, compounds, or substances (including without limitation asbestos, petroleum products, and lead-based paint) identified as hazardous or toxic under Environmental Laws.

**G.** Lessor may, at its option prior to termination of this Lease, require Lessee to conduct an environmental audit of the Premises through an environmental consulting engineer acceptable to Lessor, at Lessee's sole cost and

expense, to determine if any noncompliance or environmental damage to the Premises has occurred during Lessee's occupancy thereof. The audit shall be conducted to Lessor's satisfaction and a copy of the audit report shall promptly be provided to Lessor for its review. Lessee shall pay all expenses for any remedial action that may be required as a result of said audit to correct any noncompliance or environmental damage, and all necessary work shall be performed by Lessee prior to termination of this Lease.

**Section 6. Access to Adjacent Property by Lessee.**

If access to and from the Premises can be accomplished only through use of Lessor's property adjacent to the Premises, such use is granted for ingress and egress only and on a non-exclusive basis, subject to such restrictions and conditions as Lessor may impose by notice to Lessee. Lessor shall have the right to designate the location or route to be used. Lessee understands and agrees that all of the terms and obligations under this Lease applicable to Lessee shall also be applicable to Lessee with respect to Lessee's use of any property adjacent to the Premises which Lessee may use just as though the property has been specifically described as part of the Premises, including, without limitation, the indemnity provisions of **Section 14**.

**Section 7. Access to Premises by Lessor.**

**A.** Lessor and its contractors, agents and other designated third parties may at all reasonable times and at any time in case of emergency, in such manner as to not unreasonably interfere with Lessee's use of the Premises as allowed hereunder, (i) enter the Premises for inspection of the Premises or to protect the Lessor's interest in the Premises or to protect from damage any property adjoining the Premises, (ii) enter the Premises to construct, maintain, and operate fences, pipelines, communication facilities, fiber optic lines, wireless towers, telephone, power or other transmission lines, or appurtenances or facilities of like character, upon, over, across, or beneath the Premises, without payment of any sum for any damage, (iii) take all required materials and equipment onto the Premises, and perform all required work therein, for the purpose of making alterations, repairs, or additions to the Premises as Lessor may elect if Lessee defaults in its obligation to do so, (iv) enter the Premises to show the Premises to holders of encumbrances on the interest of Lessor in the Premises, or to prospective purchasers or mortgagees of the Premises, (v) during the twelve (12) months prior to expiration of the Term, exhibit the Premises to prospective lessees, and Lessor or its broker may place signage on the Premises to advertise that the same is available for lease or sale, and all such entries and activities shall be without any rebate of rent to Lessee for any loss of occupancy of the Premises, or damage, injury or inconvenience thereby caused.

**B.** For purposes stated in this **Section 7**, Lessor will at all times have keys with which to unlock all of the gates on the Premises, and Lessee will not change or alter any lock thereon without Lessor's permission.

**C.** In an emergency, Lessor will be entitled to use any and all means that Lessor may deem proper to open doors, gates, and other entrances to obtain entry to the Premises. Any entry to the Premises by Lessor as described in this **Section 7** shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or any eviction of Lessee from the Premises, and any damages caused on account thereof will be paid by Lessee.

**Section 8. Warranties.**

**LESSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LESSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.** This Lease is made subject to all outstanding rights or interests of others. If the Premises are subsequently found to be subject to prior claim, this Lease shall terminate immediately on notice to that effect from Lessor. Lessee accepts this Lease subject to that possibility and its effect on Lessee's rights and ownership of the Lessee Improvements. In case of eviction of Lessee by anyone other than Lessor, or anyone owning or claiming title to or any interest in the Premises, Lessor shall not be liable to Lessee for damage of any kind (including any loss of ownership right to Lessee's Improvements) or to refund any rent paid hereunder, except to return the unearned portion of any rent paid in advance.

**Section 9. Premises Condition; Lessee Improvements.**

**A.** Lessee represents that the Premises, the title thereto, any subsurface conditions thereof, and the present uses thereof have been examined by the Lessee. Lessee accepts the same in the condition in which they now are, without representation or warranty, expressed or implied, in fact or by law, by the Lessor, and without recourse to the Lessor as to



the title thereto, the nature, condition or usability thereof, or the uses to which the Premises may be put. By taking possession or commencing use of the Premises, Lessee (i) acknowledges that it is relying on its own inspections of the Premises and not on any representations from Lessor regarding the Premises; (ii) establishes conclusively that the Premises are at such time in satisfactory condition and in conformity with this Lease and all zoning or other governmental requirements in all respects; and (iii) accepts the Premises in its condition as of the Commencement Date on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis, subject to all faults and infirmities, whether now or hereafter existing. Nothing contained in this **Section 9** affects the commencement of the Term or the obligation of Lessee to pay rent as provided above. Lessee represents and warrants to Lessor as follows: (i) Lessee does not intend to, and will not, use the Premises for any purpose other than as set forth in **Section 3**; (ii) Lessee has previously disclosed in writing to Lessor all special requirements (but Lessor shall have no responsibility relative to any such special requirement), if any, which Lessee may have in connection with this intended use; and (iii) Lessee has undertaken and has reasonably and diligently completed all appropriate investigations regarding the suitability of the Premises for Lessee's intended use. Lessee shall comply with any covenants, conditions or restrictions now or hereafter affecting the Premises, and acknowledges that Lessor may place any covenants, conditions or restrictions of record affecting the Premises prior to or during the Term. In such event, this Lease will be subject and subordinate to all of the same without further action by either party, including, without limitation, the execution of any further instruments. Lessee acknowledges that Lessor has given material concessions for the acknowledgements and provisions contained in this **Section 9**, and that Lessor is relying on these acknowledgements and agreements and would not have entered into this Lease without such acknowledgements and agreements by Lessee.

**B.** If initial improvements are necessary for Lessee's use of the Premises, Lessee, at Lessee's sole cost and expense, shall, on or after the Commencement Date, construct and install such initial improvements to the Premises which are necessary for Lessee's use of the Premises and are acceptable to Lessor in Lessor's sole discretion ("**Lessee Improvements**"). The construction and installation of any Lessee Improvements shall be subject to Lessor's prior written approval of plans and specifications for such Lessee Improvements to be prepared by Lessee and submitted to Lessor for approval as set forth below, such approval to be in Lessor's sole and absolute discretion. Within forty-five (45) days after the Commencement Date, Lessee shall submit detailed plans and specifications, and the identity of Lessee's proposed general contractor for the Lessee Improvements for Lessor's review and approval. Lessor shall either approve or disapprove the plans and specifications and general contractor (in its sole and absolute discretion) by written notice delivered to Lessee within sixty (60) days after receipt of the same from Lessee. In the event of any disapproval, Lessor shall specify the reasons for such non-approval. If Lessor fails to deliver notice to Lessee of Lessor's approval or disapproval of the plans, specifications, and proposed general contractor within the time period discussed above, Lessee's plans, specifications and proposed contractor shall be deemed disapproved. If Lessor specifies objections to the plans and specifications or general contractor as herein provided and Lessor and Lessee are unable to resolve the objections by mutual agreement within a period of thirty (30) days from the date of delivery of written notice thereof, Lessee, as its sole remedy, to be exercised not later than ten (10) days after the expiration of said thirty (30) days period, may terminate this Lease by written notice to Lessor. Upon approval of the plans and specifications by Lessor, Lessor and Lessee shall sign the same, and they shall be deemed a part hereof. Lessee shall not construct any other alteration or improvement to the Premises without Lessor's prior written consent. The Lessee Improvements constructed pursuant to the above provisions shall be owned by Lessee during the Term and removed from the Premises or surrendered to the Lessor pursuant to **Section 2(B)** above or **Section 21** below, as applicable, upon termination of this Lease.

#### **Section 10. Utilities.**

In addition to Base Rent, Lessee shall pay all utilities, and other charges of every kind and character, whether foreseen or unforeseen, ordinary or extraordinary, which are attributable to the Term of this Lease and may become due or levied against the Premises, against Lessee, against the business conducted on the Premises or against the Lessee Improvements placed thereon during the Term hereof, even though such utilities or other charges may not become due and payable until after termination of this Lease. Lessee agrees that Lessor shall not be required to furnish to Lessee any utility or other services.

#### **Section 11. [reserved]**

#### **Section 12. Repairs; Maintenance.**

**A.** Lessee shall, at its sole expense, take good care of the Premises (including all Lessee Improvements) and shall not do or suffer any waste with respect thereto and Lessee shall promptly make all necessary or desirable Repairs to the Premises. The term "**Repairs**" means all reasonable repair and maintenance necessary to keep the Premises (including

all Lessee Improvements) in good condition and includes, without limitation, replacements, restoration and renewals when necessary. Lessee shall keep and maintain any paved areas, sidewalks, curbs, landscaping and lawn areas in a clean and orderly condition, and free of accumulation of dirt and rubbish.

**B.** Lessor shall not have any liability or obligation to furnish or pay for any services or facilities of whatsoever nature or to make any Repairs or alterations of whatsoever nature in or to the Premises, including but not limited to structural repairs, or to maintain the Premises in any manner. Lessee acknowledges that Lessor shall have no responsibility for management of the Premises.

**Section 13. Safety; Dangerous and Hazardous Conditions.**

It is understood by Lessee that the Premises may be in dangerous proximity to commercial or industrial activities, and that persons and property, whether real or personal, on the Premises will be in danger of injury, death or destruction incident to the operation of the same including, without limitation, the risk of fire, and Lessee accepts this Lease subject to such dangers, and acknowledges that its indemnification obligations hereunder extend to and include all such risks.

**Section 14. Indemnity.**

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

- (i) THIS LEASE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS;**
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LEASE;**
- (iii) LESSEE'S OCCUPATION AND USE OF THE PREMISES;**
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY LESSEE; OR**
- (v) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,**

**EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.**

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

**C.** Lessee releases and forever waives all claims arising out of Lessee's use of the Premises under this Lease related to Lessor's obligation, if any, to secure the Premises from acts of theft, security of the Premises, or damage to Lessee's vehicles, equipment, or other material stored at the Premises.

**Section 15. [reserved]**

**Section 16. Assignment and Sublease.**

**A.** Lessee shall not (i) assign or otherwise transfer this Lease or any interest herein, or (ii) sublet the Premises or any part thereof, without, in each instance, obtaining the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion. For purposes of this **Section 16**, in the event that there are aggregate transfers or other changes in the ownership interests of Lessee resulting in a change of more than 20% of the ownership interests as held on the date hereof, a transfer shall be deemed to have occurred hereunder. Any person or legal representative of Lessee, to whom Lessee's interest under this Lease passes by operation of law, or otherwise, will be bound by the provisions of this Lease.

**B.** Any assignment, lease, sublease or transfer made pursuant to **Section 16(A)** may be made only if, and shall not be effective until, the assignee cures all outstanding defaults of Lessee hereunder and executes, acknowledges and delivers to Lessor an agreement, in form and substance satisfactory to Lessor, whereby the assignee assumes the obligations and performance of this Lease and agrees to be personally bound by and upon all of the covenants, agreements, terms, provisions and conditions hereof on the part of Lessee to be performed or observed. Lessee covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of rent by Lessor from an assignee or transferee or any other party, Lessee will remain fully and primarily liable along with the assignee for the payment of the rent due and to become due under this Lease and for the performance of all of the covenants, agreements, terms, provisions, and conditions of this Lease on the part of Lessee to be performed or observed.

**Section 17. Liens.**

Lessee shall promptly pay, discharge and release of record any and all liens, charges and orders arising out of any construction, alterations or repairs, suffered or permitted to be done by Lessee on the Premises. Lessor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Lessor to take any such action shall not relieve Lessee of any obligation or liability under this Section or any other Section of this Lease.

**Section 18. Insurance.**

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease the following insurance coverage:

**A.** Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$ 2,000,000 but in no event less than the amount otherwise carried by Lessee. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

No other endorsements limiting coverage may be included on the policy.

**C.** Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

**D.** Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Lessee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

Other Requirements:

All policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Lessee agrees to waive its right of recovery against Lessor for all claims and suits against Lessor. In addition, its insurers, through the terms of the policy or through policy endorsement, waive their right of subrogation against Lessor for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Lessee further waives its right of recovery, and its insurers also waive their right of subrogation against Lessor for loss of its owned or leased property or property under Lessee's care, custody or control.

Prior to accessing the Premises, Lessee shall furnish to Lessor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Lessor in writing at least 30 days prior to any cancellation, renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from Lessor, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to Lessor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the Premises is located.

Lessee represents that this Lease has been thoroughly reviewed by Lessee's insurance agent(s)/broker(s), who have been instructed by Lessee to procure the insurance coverage required by this Lease. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

If any portion of the operation is to be contracted by Lessee, Lessee shall require that the contractor shall provide and maintain insurance coverages as set forth herein, naming Lessor as an additional insured, and shall require that the contractor shall release, defend and indemnify Lessor to the same extent and under the same terms and conditions as Lessee is required to release, defend and indemnify Lessor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Lessor to terminate this Lease immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Lessee's obligations hereunder.

The fact that insurance is obtained by Lessee shall not be deemed to release or diminish the liability of Lessee including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor shall not be limited by the amount of the required insurance coverage.

**Section 19. Water Rights and Use of Wells.**

This Lease does not grant, convey or transfer any right to the use of water under any water right owned or claimed by the Lessor which may be appurtenant to the Premises. All right, title, and interest in and to such water is expressly reserved unto Lessor, and the right to use same or any part thereof may be obtained only by the prior written consent of the Lessor. Lessee shall not use, install or permit to be installed or used any wells on the Premises without the prior written consent of Lessor.

**Section 20. Default.**

A. An "Event of Default" by Lessee shall have occurred hereunder if any of the following shall occur:

- (i) if Lessee violates any safety provision contained in this Lease;

(ii) if Lessee fails to pay rent or any other monetary payment hereunder when due or fails to perform any other obligations under this Lease and such failure continues thirty (30) days after written notice from Lessor to Lessee of Lessee's failure to make such payment or perform such obligations;

(iii) if a decree or order of a court having jurisdiction over the Premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Lessee or over all or a substantial part of the property of Lessee shall be entered; or if Lessee becomes insolvent or makes a transfer in fraud of creditors; or an interim receiver, trustee or other custodian of Lessee or of all or a substantial part of the property of Lessee shall be appointed or a warrant of attachment, execution, or similar process against any substantial part of the property of Lessee shall be issued and any such event shall not be stayed, dismissed, bonded or discharged within thirty (30) days after entry, appointment or issuance;

(iv) if the Premises is abandoned or vacated by Lessee.

B. If an Event of Default occurs as provided above, Lessor may, at its option, (i) terminate this Lease by serving five (5) days notice in writing upon Lessee, in which event Lessee shall immediately surrender possession of the Premises to Lessor, without prejudice to any claim for arrears of rent or breach of covenant, (ii) proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance or observance by Lessee of the applicable provisions of this Lease or to recover damages for a breach thereof, (iii) cure the default by making any such payment or performing any such obligation, as applicable, at Lessee's sole expense, without waiving or releasing Lessee from any obligation, or (iv) enter into and upon the Premises or any part thereof and repossess the same without terminating the Lease and, without obligations to do so relet the Premises or any part thereof as the agent of Lessee and in such event, Lessee shall be immediately liable to Lessor for all costs and expenses of such reletting, the cost of any alterations and repairs deemed necessary by Lessor to effect such reletting and the full amount, if any, by which the rentals reserved in this Lease for the period of such reletting exceeds the amounts agreed to be paid as rent for the Premises for the period of reletting. The foregoing rights and remedies given to Lessor are and shall be deemed to be cumulative and the exercise of any of them shall not be deemed to be an election excluding the exercise by Lessor at any time of a different or inconsistent remedy. If, on account of breach or default by Lessee of any of Lessee's obligations hereunder, it shall become necessary for the Lessor to employ an attorney to enforce or defend any of Lessor's rights or remedies hereunder, then, in any such event, any reasonable amount incurred by Lessor for attorneys' fees shall be paid by Lessee. Any waiver by Lessor of any default or defaults of this Lease or any delay of Lessor in enforcing any remedy set forth herein shall not constitute a waiver of the right to pursue any remedy at a later date or terminate this Lease for any subsequent default or defaults, nor shall any such waiver in any way affect Lessor's ability to enforce any Section of this Lease. The remedies set forth in this Section shall be in addition to, and not in limitation of, any other remedies that Lessor may have at law or in equity, and the applicable statutory period for the enforcement of a remedy will not commence until Lessor has actual knowledge of a breach or default.

### **Section 21. Termination.**

Upon the termination of Lessee's tenancy under this Lease in any manner herein provided, Lessee shall relinquish possession of the Premises and shall remove any Lessee Improvements (unless Lessor has purchased same in accordance with the provisions hereof), and restore the Premises to substantially the state and environmental condition in which it was prior to Lessee's use ("**Restoration Obligations**"). If Lessee shall fail within thirty (30) days after the date of such termination of its tenancy to complete the Restoration Obligations, then Lessor may, at its election (i) either remove the Lessee Improvements or otherwise restore the Premises, and in such event Lessee shall, within thirty (30) days after receipt of bill therefor, reimburse Lessor for cost incurred, (ii) upon written notice to Lessee may take and hold any Lessee Improvements and personal property as its sole property, without payment or obligation to Lessee therefor, or (iii) specifically enforce Lessee's obligation to restore and/or pursue any remedy at law or in equity against Lessee for failure to so restore. Further, in the event Lessor has consented to Lessee Improvements remaining on the Premises following termination, or in the event Lessor has elected to purchase the same as provided herein, Lessee shall, upon request by Lessor, provide a Bill of Sale in a form acceptable to Lessor conveying such Lessee Improvements to Lessor.

### **Section 22. Survival of Obligations.**

Notwithstanding any expiration or other termination of this Lease, all of Lessee's indemnification obligations and any other obligations that have accrued but have not been satisfied under this Lease prior to the termination date shall survive such termination.

**Section 23. Holding Over.**

If Lessee fails to surrender the Premises to Lessor upon the expiration of the Term or upon any other termination of this Lease, and Lessor does not consent in writing to Lessee's holding over, then such holding over will be deemed a month-to-month tenancy. Lessee's holdover will be subject to all provisions of this Lease.

**Section 24. Multiple Party Lessee.**

In the event that Lessee consists of two or more parties, all the covenants and agreements of Lessee herein contained shall be the joint and several covenants and agreements of such parties.

**Section 25. Damage or Destruction.**

If at any time during the Term, the Premises are damaged or destroyed by fire or other casualty, then Lessor may terminate this Lease or repair and reconstruct the Premises to substantially the same condition in which the Premises existed immediately prior to the damage or destruction, except that Lessor is not required to repair or reconstruct any Lessee Improvements, personal property, furniture, trade fixtures, or office equipment located on the Premises and removable by Lessee under the provisions of this Lease.

**Section 26. Eminent Domain.**

If any part of the Premises is taken by eminent domain, Lessor may either terminate this Lease or continue the Lease in effect. If Lessor elects to continue the Lease, rent will be reduced in proportion to the area of the Premises taken by eminent domain, and Lessor shall repair any damage to the Premises resulting from the taking. All sums awarded or agreed upon between Lessor and the condemning authority for the taking of the interest of Lessor or Lessee, whether as damages or as compensation, will be the property of Lessor; without prejudice, however, to claims of Lessee against the condemning authority for moving costs and the unamortized cost of leasehold improvements paid for by Lessee taken by the condemning authority. If this Lease is terminated under this **Section 26**, rent will be payable up to the date that possession is taken by the condemning authority, and Lessor shall refund to Lessee any prepaid unaccrued rent less any sum then owing by Lessee to Lessor.

**Section 27. Representations.**

Neither Lessor nor Lessor's agents have made any representations or promises with respect to the Premises except as herein expressly set forth.

**Section 28. Signs.**

No signs are to be placed on the Premises without the prior written approval of Lessor of the size, design, and content thereof.

**Section 29. Consents and Approvals.**

Whenever in this Lease Lessor's consent or approval is required, such consent or approval shall be in Lessor's sole and absolute discretion. If Lessor delays or refuses such consent or approval, such consent or approval shall be deemed denied, and Lessee in no event will be entitled to make, nor will Lessee make, any claim, and Lessee hereby waives any claim, for money damages (nor will Lessee claim any money damages by way of set-off counterclaim or defense) based upon any claim or assertion by Lessee that Lessor unreasonably withheld or unreasonably delayed its consent or approval.

**Section 30. Captions.**

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

**Section 31. [reserved]**

**Section 32. Governing Law.**

All questions concerning the interpretation or application of provisions of this Lease shall be decided according to the substantive laws of the state in which the Premises are located.

**Section 33. No Waiver.**

One or more waivers of any covenant, term, or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by Lessor to or of any act by Lessee requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

**Section 34. Binding Effect.**

All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Lessor and Lessee to the same extent as if each such successor and assign was named a party to this Lease.

**Section 35. Force Majeure.**

Except as may be elsewhere specifically provided in this Lease, if either party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of the like nature not the fault of the party delayed in performance of its obligation, such party is excused from such performance for the period of delay. The period for the performance of any such act will then be extended for the period of such delay.

**Section 36. Entire Agreement/Modification.**

This Lease is the full and complete agreement between Lessor and Lessee with respect to all matters relating to lease of the Premises and supersedes any and all other agreements between the parties hereto relating to lease of the Premises. If this Lease is a reissue of an existing agreement held by Lessee, it shall supersede and cancel the previous lease or leases, without prejudice to any liability accrued prior to cancellation. This Lease may be modified only by a written agreement signed by Lessor and Lessee.

**Section 37. Notices.**

Any notice or documents required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given or shall be deemed to have been served and given if (i) delivered in person to the address hereinafter set forth for the party to whom the notice is given, (ii) placed in the United States mail, certified - return receipt requested, addressed to such party at the address hereinafter set forth, or (iii) deposited into the custody of any reputable overnight carrier for next day delivery, addressed to such party at the address hereinafter set forth. Any notice mailed as above shall be effective upon its deposit into the custody of the U. S. Postal Service or such reputable overnight carrier, as applicable; all other notices shall be effective upon receipt. All rent and other payments due to Lessor hereunder shall also be made as provided in **Section 4(A)** above, and delivery of such rental and other payments shall only be effective upon actual receipt by Lessor. From time to time either party may designate another address or telecopy number within the 48 contiguous states of the United States of America for all purposes of this Lease by giving the other party not less than fifteen (15) days' advance written notice of such change of address in accordance with the provisions hereof.

**If to Lessee:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If to Lessor:**

Town of Hickory Creek, Texas  
ATTN: Town Administrator  
1750 Ronald Reagan  
Hickory Creek, Texas

**Section 38. Counterparts.**

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

**Section 39. Relationship.**

Notwithstanding anything else herein to the contrary, neither party hereto shall be construed or held, by virtue of this Lease, to be the agent, partner, joint venturer, or associate of the other party hereto, it being expressly understood and agreed that the relationship between the parties hereto is and at all times during the Term of this Lease, shall remain that of Lessor and Lessee.

**Section 40. Severability.**

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**Section 41. Transferability; Release of Lessor.**

Lessor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Premises, and upon such transfer, Lessor shall be released from any further obligations hereunder, and Lessee agrees to look solely to the successor in interest of Lessor for the performance of such obligations.

**Section 42. Tax Waiver.**

Lessee waives all rights pursuant to all Laws to protest appraised values or receive notice of reappraisal regarding the Premises (including Lessor's personalty), irrespective of whether Lessor contests the same.

**Section 43. Attorneys' Fees.**

If any action at law or in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any relief to which it may be entitled.

**Section 44. Sliding Gate.**

Lessee shall, within \_\_\_\_ days of the Effective Date, install a new sliding gate (the "Gate") securing entry to the Premises, in accordance with plans and specifications approved by Lessor. Lessee shall, at all times during the Term, provide Lessor with means to control and access the Premises by way of the Gate. Notwithstanding anything herein to the contrary, upon expiration or termination of this Lease, Lessee shall grant to Lessor the Gate at no cost or expense to Lessor.

Executed by the parties to be effective as of the Effective Date set forth above.



**LESSOR**

Town of Hickory Creek, Texas

By: \_\_\_\_\_  
Name: Lynn C. Clark  
Title: Mayor

**LESSEE**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**PREMISES**

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2023-0626-\_\_**

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 26<sup>th</sup> day of June, 2023.

---

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

## University of North Texas

### Laboratory Facilities and Equipment Use Agreement [agreement ID]

This Laboratory Facilities and Equipment Use Agreement (“**Agreement**”) is effective on (“**Effective Date**”), between the University of North Texas, located at 1155 Union Circle #305250, Denton, Texas 76203-5017 (“**UNT**”), and located at (“**USER**”), regarding the use of UNT laboratory facilities and equipment (“**Facilities and Equipment**”). UNT and USER agree as follows:

1. **Description of Availability for Use.** USER may use those Facilities and Equipment during the times, on the conditions, and for the fees set forth on the attached *UNT Laboratory Facilities and Equipment Schedule and Rates* (“**Schedule**”), which is made a part of, and incorporated as Attachment A to this Agreement. UNT reserves the right to modify the Schedule on thirty (30) days’ notice.
2. **Fees.** The fees are set forth on the Schedule. UNT will invoice USER for payment. All invoices are payable thirty (30) days from receipt of invoice. Payments shall be sent to: Grants and Contracts Administration, University of North Texas, 1155 Union Circle #305205, Denton, Texas 76203-5017.
3. **Persons Authorized by USER to Use Facilities and Equipment.** USER acknowledges use of UNT Facilities and Equipment may require specialized training, skills, or knowledge and certifies and agrees any of USER’s authorized personnel shall have the requisite experience to properly use Facilities and Equipment. USER agrees to furnish UNT, upon execution of this Agreement, a list of USER’s personnel authorized to use UNT Facilities and Equipment on USER’s behalf, which shall be attached hereto as Attachment B, *Persons Authorized by USER to Use Facilities and Equipment*, and incorporated by this reference. USER understands that persons not on such list will not be permitted to use Facilities and Equipment unless USER provides written authorization and an updated list reflecting USER’s authorization of such person(s). To USER shall ensure that all persons authorized to use Facilities and Equipment shall have reviewed the applicable Laboratory Safety Manual and follow all rules and directions from UNT personnel regarding use of Facilities and Equipment.
4. **Termination.** The term of this Agreement is a period of \_\_\_\_\_ years with the exceptions that:
  - a. Either party shall have the right to terminate this Agreement on thirty (30) days written notice to the other; or
  - b. UNT shall have the right to immediately terminate this Agreement and suspend USER’s use of Facilities and Equipment in the event that:
    - i. USER’s account is more than thirty (30) days past due; or
    - ii. USER fails to comply with any of the conditions or rules contained in the applicable Laboratory Safety Manual or fails to follow all rules and

directions from UNT personnel regarding use of Facilities and Equipment. Such determination shall be in UNT's sole discretion.

5. **Care and Maintenance of Equipment and Facilities.** USER agrees that in the event USER damages any Facilities and Equipment, USER will bear the sole financial responsibility for such damage, but only to the extent not prohibited by law.
6. **Indemnification.** To the extent permitted by law, USER shall also release, indemnify, defend, and hold harmless UNT on demand for, from and against any and all losses, liabilities, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees) arising out of USER's use of UNT Facilities and Equipment, including but not limited to, claims relating to products liability, property damage, personal injury, negligence, or death.
7. **Personal Property.** USER, not UNT, is responsible for loss, theft of, or damage to any USER personal property or for any injury to its authorized personnel while located within UNT facilities or on UNT property.
8. **Limitation on Warranties.** UNT hereby expressly disclaims and excludes all Facilities and Equipment warranties. UNT does not guarantee the accuracy of any test results USER may obtain from using Facilities and Equipment.
9. **Limitation on Liability.** UNT shall not under any circumstances be liable to USER or any other party for:
  - a. personal injury or property damage (except to the extent of the intentional, willful or wanton acts of UNT); or
  - b. lost profits, work stoppage, lost data, computer hardware or software damage, failure or malfunction, or any other special, indirect, or consequential damages of any kind.
10. **Compliance with Laws.** USER and their authorized personnel shall not use Facilities and Equipment in any manner contrary to the laws and regulations of the United States of America or any agency thereof, including but not limited to U.S. Department of Commerce Export Administration Regulations, the U.S. Department of State International Traffic in Arms Regulations, and the U.S. Department of Defense Industrial Security Manual for Safeguarding Classified Information.
11. **General Provisions.**
  - a. **Assignment.** USER may not assign any rights or obligation of this Agreement without the prior written consent of UNT. In the event of any assignment, USER shall remain responsible for its performance and that of any assignee under this Agreement. This Agreement shall be binding upon USER, and its successors and assignees, if any. Any assignment attempted in violation of this Agreement shall be void at the sole option of UNT.
  - b. **Force Majeure.** UNT shall not be responsible for any delays or failure to provide access to the Facilities and Equipment due to acts of God, strikes or other

disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes of any kind beyond the control of UNT.

- c. Governing Law. This Agreement shall be governed by the laws of the State of Texas.
- d. Entire Agreement. This Agreement (including all attached or referenced addenda, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms.
- e. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.
- f. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service, or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

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

If to USER:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 { must include email for invoicing }

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

UNIVERSITY OF NORTH TEXAS

By: \_\_\_\_\_  
 Michael Rondelli  
 Associate Vice President, RCA

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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

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

## **Attachment A**

### **UNT LABORATORY FACILITIES AND EQUIPMENT SCHEDULE AND RATES**

UNT will provide the following equipment for use:

- 1 C-14 Telescope
- 1 G-11 mount with relevant slewing equipment:

Note that this mount isn't fully robotic. It will do tracking and slewing with the right equipment which we will provide as part of the lease, but that equipment is older. In any case, the telescope can be moved manually. The main thing I want to be clear about is it will not be able to pinpoint objects for you. The person operating the scope will need to know what they are looking for and where to find it. This really is the most fun way to use a telescope in my opinion, but it can also be challenging for some objects.

- 1 Telrad and 1 Finderscope telescope accessories – used for finding objects
- One eyepiece and filter set for the telescope

UNT Fees:



**Attachment B**

**PERSONS AUTHORIZED BY USER  
TO USE FACILITIES AND EQUIPMENT**

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2023-0626-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND HALFF ASSOCIATES, INC. CONCERNING GIS MAPPING, AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 26<sup>th</sup> day of June, 2023.

---

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

## EXHIBIT 'A'

### Scope of Services, Fees and Rate Schedule

#### A. Overview

Halff Associates, Inc. (Halff) is a member of the Esri Partner Network and offers a hosted Geographic Information System (GIS) solution to support local governments with Public Works asset and capital project management activities. This hosted solution uses Esri's ArcGIS platform to deliver web maps and mobile GIS applications for the collection and management of water, wastewater, stormwater, streets, traffic and other utility networks or reference layers needed to support the management of local government infrastructure.

As requested and directed by the Town of Hickory Creek, Halff will develop an enterprise GIS hosted solution. This enterprise GIS will initially be based on the Town's Zoning data but will also allow for the creation of future datasets. Halff has extensive experience developing and hosting GIS solutions. Halff's hosting capabilities allow Town staff to access their GIS data via web maps using current web browsers running on desktop, laptop, or mobile devices.

#### B. GIS Database Development and Web Map Development

##### i. Initial GIS Database Development

Halff will create the initial enterprise GIS database using the Town's existing zoning data. The individual layers will be imported as appropriate based on the source data and converted to a GIS format. Each feature class will be reviewed for data integrity and existing attribute fields will be documented.

In addition to the Town's existing data, the following data layers will be acquired, or referenced, for the GIS system as available:

- |   |  |
|---|--|
| a. Denton County Appraisal District Parcels | e. USGS Contours                                       |
| b. FEMA Floodplains                         | f. Railroads   |
| c. FEMA Base Flood Elevations               | g. ISD Boundaries                                      |
| d. Streams and water bodies                 | h. Other publicly available datasets can also be added |

##### ii. Web Map Development

Halff will develop two (2) web map applications with Esri's ArcGIS Portal. Web maps developed with ArcGIS Portal can be accessed from a variety of standard current web browsers that support JavaScript, for example Edge, Firefox, Chrome, and Safari. The standard web map platform includes the functionality to zoom, pan, toggle feature layers on and off, search by address, identify features, edit features, print, and view feature layer attribute tables. A variety of base map options will be available; including aerial imagery and street maps, and the user will be able to toggle between them.

1. Public Web Map – This web map will be deployed as a publicly available site. This site will display the basic information that the Town would like presented to the general public, but the end user will not be required to log into the site to view the data.



2. Secured Web Map – This web map will be deployed as a restricted site for use by Town staff only. Through this web map, Town staff will be able to view all GIS data layers such as water and sewer utilities.

### **iii. Mobile GIS Configuration**

The web maps developed by Halff are designed to work with a variety of devices including smart phones and tablets. The web maps will automatically detect the type of device being used and adjust the layout to fit the screen size. This flexibility allows both the public web maps and secured web maps to be used within the mobile environment. If the Town identifies additional mobile GIS needs, those services can be configured as well. Halff recommends and supports the ESRI Field Maps app that runs on both iOS and Android devices.

### **iv. Training**

Halff will provide half a day of on-site training for Town staff. This training session will cover the available datasets within the Town's GIS database, as well as how to use the web maps and field data collection app.

## **C. GIS Hosted Solution**

Halff will provide the computer resources required for the hosted solution, which will include the GIS database and web maps. Hosting services will be included during the initial database development and web map development tasks identified as part of the Scope of Services.

Halff will continue providing hosting services on an annual basis to coincide with the Town's fiscal year.

## **D. Additional Services**

Additional services may be requested by the Town of Hickory Creek on a task order basis. Halff will develop a separate scope of services and fee schedule for each additional service and obtain approval from the Town prior to initiating work on the additional services. Examples of additional services include, but are not limited to:

- i. Updating zoning maps
- ii. Plan set/as-built data integration with GIS Database Development
- iii. Creating additional data layers
- iv. Creating additional web maps to meet specific needs
- v. Generating contours from available LiDAR based terrain surfaces
- vi. Developing utility networks to support service impact analysis
- vii. Integrating a work order and asset management system



## E. Service Level Agreement

- i. Hosting Environment – The web maps and GIS database developed as part of the Halff capital project management and planning solution will be hosted on Halff's corporate servers which physically reside in Richardson, TX. Halff's IT department has a formal backup and disaster recovery plan in place which includes offsite virtualized servers, emergency power backup (short term and long term), and redundant internet connections. The hosting service includes server monitoring, data backups, security and user account administration, database administration, web map monitoring, and access to the Field Maps (iOS/Android) App.
- ii. Level of Service – Halff's server availability goal is 99.0% fully operational for our hosted solutions, excluding regularly scheduled maintenance.
- iii. User Access – The hosted solution requires the use of named user accounts to access the web maps and mobile GIS applications, unless specifically published for public consumption. License allocation included with the annual hosting services for the Town of Hickory Creek will be:
  - a. Four (4) Viewer accounts
  - b. Three (3) Editor accounts
  - c. Two (2) Field Data Collector add-on licenses
- iv. Annual Hosted Solution Term and Fee – The hosted solution provided by Halff will have a term of 1 year with a fee of \$6,000. The hosting fee includes the hosting environment, level of service, user access and support. Additional user access licenses and support hours can be added at any time, the annual hosting fee will be adjusted based on the rate schedule. The annual hosting agreement will automatically renew each year unless the Town notifies Halff in writing at least 30 days prior to the annual renewal data.
- v. Data Ownership – All data developed as part of or resulting from the services and work under this Agreement shall be and shall remain the sole and exclusive property of the Town. Upon request from the Town, Halff agrees to provide the data stored in the hosted GIS database to the Town in an ArcGIS file geodatabase. It is understood and agreed that the ownership of the original data provided by the Town remains the property of the Town, however, any and all custom functions, interfaces, stored procedures, or calculations developed with and requiring software development (source code, scripting, or machine language) and all other related information, data and software is and shall remain the sole and exclusive property of Halff and the Town understands and agrees that this Halff property shall not be provided or otherwise shared with others, including the Town.



**F. Fee Schedule\***

Task ID	Task Name	Description	Estimated Cost
1	GIS Database Development	<ul style="list-style-type: none"> <li>• Create Enterprise database and initial data schema.</li> <li>• Convert existing data to GIS data format.</li> <li>• Compile base data such as streets and Town limits from public sources.</li> </ul>	\$7,200
2	Planned Development GIS Data Development	<ul style="list-style-type: none"> <li>• Creation of Planned Development GIS Layer</li> </ul>	\$5,000
3	Web Maps Development – Public & Secure	<ul style="list-style-type: none"> <li>• Development of public-facing web map.</li> <li>• Development of secured web map for Town employees</li> <li>• On-site training for Town staff</li> </ul>	\$7,800
4	Annual GIS Database Maintenance & Web Map Hosting	<ul style="list-style-type: none"> <li>• Fixed annual maintenance</li> </ul>	\$6,000
5	Project Management & Coordination	<ul style="list-style-type: none"> <li>• Project management</li> </ul>	\$5,200

\*Lump Sum

- i. Task ID 1 – GIS Data Development and Database Development.....\$7,200
- ii. Task ID 2 – Planned Development GIS Data Development.....\$5,000
- iii. Task ID 3 – Web Maps Development – Public and Secure.....\$7,800
- iv. Task ID 4 – GIS Hosted Solution Annual Fee.....\$6,000
- v. Task ID 5 – Project Management and Coordination.....\$5,200
- vi. Total Scope and Fee.....\$31,200
- vii. Quoted fees will not be exceeded without prior approval from the Town of Hickory Creek.
- viii. Additional services can be added on a task order basis such as zoning updates.
- ix. Invoicing for task order-based services will be monthly based on percent complete.
- x. Invoicing for hosting fees will occur once annually.
- xi. Direct costs, including printing, plotting, reproduction, postage, messenger service, specialized equipment (such as GPS), and vehicle mileage will be considered reimbursable and will be billed at 1.10 times the direct cost incurred, see Exhibit B for current unit pricing schedule.
- xii. Unless otherwise stated, fees quoted in the agreement exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this agreement during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees and budgets.
- xiii. The fees and budgets established above do not include revisions once the project is underway. If revisions are requested, a revision to the scope and budget will be required.



## G. Rate Schedule

- i. A summary of current hourly billing rates for miscellaneous services (as of October 2021)

Project Manager	\$200 — \$275
Database/GIS Programmer	\$100 — \$200
Sr. GIS Analyst	\$150 — \$200
Jr. GIS Analyst	\$100 — \$150
GIS Intern	\$45 — \$75
Clerical	\$50 — \$90
Contract Administration	\$70 — \$110
  
- ii. Annual rates for additional GIS named user access licensing

Named user Viewer license	\$150/user/year
Named user Editor license	\$250/user/year
Field Data Collector add-on license	\$350/user/year



## EXHIBIT C - Esri Supplemental Terms and Conditions (Flow Down Provisions)

**A. Flow-Down Terms and Conditions for Hosted Solutions.** Client understands that the following flow down provisions and the terms and conditions contained herein must be expressly accepted prior to performance by Engineer of any of the services contained in this Agreement. Acceptance by Client can be acknowledged by initialing and providing a date of initialing in each page of the footer of this Agreement and by executing the places shown. Client's acceptance of this Agreement, and the Esri Supplemental Terms and Conditions as contained in this **Exhibit C** are required prior to performance of any services under this Agreement. Note also that Engineer's services may involve the use of information that may involve restrictions on use and possession, as established by Esri. These restrictions may include the terms of use and use restrictions as contained in a Master Agreement between Engineer and Esri. Engineer shall use reasonable efforts to inform Client of such restrictions and Client understands and acknowledges that there may be additional limitations and requirements as may be contained in and applicable to Authorized Sublicense Material in a Hosted Solution as authorized by Esri and described in the Sales Authorization application and approved by Esri. The following flow-down provisions apply to the relationship created in this Agreement between Client and Engineer and also, to the extent reasonable, to Client with respect to Esri requirements.

**B. Client understands, accepts and agrees as follows:**

- i. To the fullest extent permitted by applicable law, Esri and its licensors' liability, including Engineer's liability, is disclaimed and otherwise waived in full for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Hosted Solutions including, but not limited to, liability for use of Hosted Solutions in high-risk activities or liability related to any Data supplied by Esri.
- ii. Upon notification from the Engineer of the termination of the Engineer's Esri Partner Network Agreement, Client shall (i) cease access and use of the Hosted Solution, and (ii) clear any client-side data cache derived from the Hosted Solution.
- iii. Client, shall, as the Hosted Solution End User, comply fully with all relevant export laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 44 and Supplement No. 4 to Part 44 of the EAR (<https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file> and <https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-suppl-4-6/file>); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and to ensure that Esri products, or any direct product thereof, are not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export laws and regulations. When applicable, Engineer and any Hosted Solution End Users will provide Esri with information about Engineer and Hosted Solution End Users' export and distribution activities as may be required for Esri to meet its obligations under the United States export control laws and regulations.
- iv. Client shall prohibit the removal or obscuring of any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Authorized Sublicense Material, output, metadata file, or online or hard-copy attribution page of any Data with respect to Authorized Sublicense Material.
- v. Disclaim all terms in the Partner Network Agreement between Esri and the Engineer for Authorized Sublicense Material. Neither Esri, Engineer nor any Esri or Engineer licensors warrant that Data and Authorized Sublicense Material will meet the Client's, as Hosted Solution End User's, needs or expectations; Further, Client, as an Esri or Engineer licensor, understand and agree that the use of Data, Authorized Sublicense Materials, and Hosted Solutions shall not be guaranteed or uninterrupted; or that all nonconformities can or will be corrected. Client further understands, agrees and accepts that neither Esri nor Engineer have provided any guarantee or warranty (warranty) and that all implied warranties are expressly revoked and are inapplicable to this Agreement and that licensors (including Client) are not inviting reliance on Data in Authorized Sublicense Materials, and that Client, as the Hosted Solution End User, should always verify actual Data in Authorized Sublicense Materials. Any warranty offered, if any, shall only apply between offeror and receiver. Notwithstanding the previous sentence, Client understands, accepts and agrees that neither Engineer nor Esri offers or extends any warranties or indemnities to Client, as Hosted Solution End User, as such may relate to the Authorized Sublicense Material.
- vi. Client, as the Hosted Solution End User, is specifically prohibited from using Authorized Sublicense Material for any revenue-generating activities. Authorized Sublicense Material in Hosted Solution is for the internal use of Client, as Hosted Solution End User, and Engineer only.
- vii. Client, as the Hosted Solution End User, is specifically prohibited from using Authorized Sublicense Material independently from Hosted Solution or in any other product or service.
- viii. Client, as the Hosted Solution End User, understands, accepts and agrees that it is prohibited from storing, caching, using, uploading, distributing, or sublicensing content or otherwise using Authorized Sublicense Material in violation of Esri's or Engineer's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation.
- ix. Client, agrees, understands and accepts that it is Prohibited from sharing Named User login credentials. These credentials are for Client only, as the designated Hosted Solution End User, and may not be shared with other individuals. A license may be reassigned to another Hosted Solution End User if the former user no longer requires access to the Hosted Solution.