



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
REMOTE MEETING
HICKORY CREEK TOWN HALL
1-888-475-4499 MEETING ID: 843 6613 7537
MONDAY, MARCH 01, 2021, 7:00 PM**

AGENDA

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location. [Remote meeting participation information.](#)

Call to Order

Roll Call

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

Invocation

Proclamations

1. Hickory Creek Resident Warren Fata, 100th Birthday

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. Please submit a [Public Comment Form](#) at least five minutes prior to the meeting.

Consent Agenda

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

- [2.](#) January 2021 Council Meeting Minutes
- [3.](#) January 2021 Financial Statements
- [4.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek declaring unopposed candidates in the May 1, 2021 general town election; providing for declaration of office; providing for cancellation.
- [5.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek, Texas and Denton County Elections Administrator concerning election services for the May 1, 2021 special election.
- [6.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Town Administrator and Town Secretary of the Town of Hickory Creek, Texas, to execute any and all documents necessary to enter into the Texas Comptroller of Public Accounts' Texas SmartBuy Membership Program.
- [7.](#) Consider and act on a recommendation from Halff Associates, Inc. to reject all bids received for FY 2021 Capital Outlay Project, Bid# 2021-1.
8. Consider and act on a provisional amendment to the Town of Hickory Creek Personnel Policy Manual; Section 9.2: Personal Days, granting full time employees an additional three personal days to apply to the 2020-2021 Fiscal Year only.

Regular Agenda

- [9.](#) Consider and act on a site and landscape plan for Domino's Pizza located at 1043 Hickory Creek Boulevard. The property is legally described as Wal-Mart Addition, Block A, Lot 7R (n pt).
- [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 by and between the Town of Hickory Creek, Texas and DFW Boat Charters, LLC. concerning use of Sycamore Bend Park.
- [11.](#) Consider and act on acceptance of the resignation of Councilmember Tracee Elrod.
12. Consider and act on an appointment for Council Place 1.
- [13.](#) Consider and act on approval of the Hickory Creek Police Department Annual Racial Profiling Report for 2020.

14. 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 McCrorey Family Limited Partnership concerning irrigation and irrigation maintenance services.
15. Discussion regarding Winter Storm Uri.

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on February 26, 2021 at 10:00 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

WHEREAS, Warren Fata was born on March 4, 1921, and will be celebrating his 100th birthday this year; and

WHEREAS, Warren was born in Mount Union, Pennsylvania , growing up in Chicago, Illinois; and

WHEREAS, Warren served in the United States Air Force during World War II and the Korean War; and

WHEREAS, On February 26, 1943 Warren married the love of his life, Rose and they were happily married for 65 years, raising two sons, Warren, Jr. and Roger; and

WHEREAS, Warren and Rose made Hickory Creek their home in 1995, becoming dedicated volunteers for the community and were honored as the 1998 Citizens of the Year; and

WHEREAS, Warren faithfully served on the Town Council and Planning and Zoning Commission.

WHEREAS, The Hickory Creek Town Council congratulates and celebrates this amazing milestone, “100 years of memories and 100 years of life.”

NOW, THEREFORE, I, Lynn C. Clark., Mayor of the Town of Hickory Creek, Texas, on behalf of the Hickory Creek Town Council, do hereby wish Warren Fata a very Happy 100th Birthday.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 1st day of March, 2021.

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, JANUARY 25, 2021**

MINUTES

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location. Due to social distancing requirements, in person attendance was limited to Town Council members and staff only.

Call to Order

Mayor Clark called the meeting to order at 6:02 p.m.

Roll Call

The following members were present:

Mayor Lynn Clark

Councilmember Tracee Elrod participated remotely

Councilmember Richard DuPree

Councilmember Chris Gordon

Mayor Pro Tem Paul Kenney

Councilmember Ian Theodore arrived at 6:14 p.m.

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Trey Sargent, Town Attorney

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

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

Invocation

Mayor Pro Tem Kenney gave the invocation.

Items of Community Interest

Denton County Public Health is a COVID-19 vaccination hub provider. If you have not registered and are eligible for phase 1A or 1B visit the county's website to be added to the list.

Public Comment

William Faraoni, 205 Oak Tree Lane, stated his concerns regarding residential properties used as Airbnb rentals. The property next door to him was recently purchased and is an Airbnb rental. He researched the town's ordinances and believes using a property as a business in a residential community is not allowed.

He has witnessed suspicious activity, possibly illegal drugs, with thirty or forty cars stopping at the rental for a few minutes and then leaving. He has experienced increased noise levels, including people talking loudly, playing music loudly and dogs left outside that bark all night. He would like the council to take action and prohibit Airbnb rentals.

John Grosskopf, 131 Oakwood Lane, stated he cares deeply about the town and wants to help make it a better place. He served on the Parks and Recreation Board for two years. He attended the January 11, 2021 Parks and Recreation Board meeting held at the Pratt Property to discuss future implementation. As an environmental professional, he has concerns regarding environmental hazards he noticed on the property including a transformer, tiles on old foundations, gas lines and unmarked containers possibly containing hazardous materials and several piles of debris of unknown origin. He suggested an environmental assessment of the property be completed prior to public use. Driving through the new housing development across from Walmart, Mr. Grosskopf stated there was an unbelievable amount of mud, debris and construction items in the roads. The runoff from the subdivision flows into his subdivision. He has photos of probable violations of the Stormwater Pollution Prevention Plan.

Consent Agenda

1. December 2020 Council Meeting Minutes
2. December 2020 Financial Statements
3. Consider and act on allocating an additional \$10,000.00 for the secure parking area located at 1075 Ronald Reagan Avenue approved on December 28, 2020.
4. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas ordering an election to be held on May 1, 2021 for the purpose of electing Town Council Members to Place 1, Place 3 and Place 5.

Motion made by Councilmember DuPree to approve consent agenda items 1-4 as presented, Seconded by Councilmember Theodore.

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

Regular Agenda

5. Presentation of the 2019-2020 Fiscal Year Audit from Carl Deaton of Hankins, Eastup, Deaton, Tonn & Seay.

Carl Deaton of Hankins, Eastup, Deaton, Tonn & Seay presented the audited financial statements for the fiscal year ending September 30, 2020. The assets and deferred outflows of resources of the Town of Hickory Creek exceeded its liabilities at September 30, 2020 by \$15,003,161. Of this amount \$3,144,750 may be used to meet the government's ongoing obligations to citizens and creditors. The Town's total net position increased by \$517,485 during the fiscal year from the results of current year operations.

As of September 30, 2020, the Town of Hickory Creek's governmental funds reported combined ending fund balance of \$4,844,240, a decrease of \$125,829 in comparison with the beginning of the period. Approximately 70 percent of this total amount, \$3,398,946 is available for spending at the government's discretion. At the end of the current period, unassigned fund balance for the general fund was \$3,398,946 or 68.25 percent of total general fund expenditures. The audit is required to include the activity of the Economic Development Corporation, Public Improvement District No. 1, Public Improvement District No. 2 and Hickory Farms Public Improvement District. The EDC total fund balance was \$1,699,889. The Public Improvement District No. 1 total fund balance was \$263,434. The Public Improvement District No. 2 total fund balance was \$435,477. Hickory Farms Public Improvement District total fund balance was \$1,081,870.

6. Conduct a public hearing regarding an ordinance of the Town of Hickory Creek, Texas amending the Town's Code of Ordinances, Chapter 14: Zoning, Article XIV: C-2 Commercial District; Section 3 (2), Building Regulations and Chapter 14: Zoning, Article XV: LI-1 Industrial District, Section 4 (2), Building Regulations to alter the allowable height of fences within the districts and consider and act on an ordinance for the same.

Mayor Clark called the public hearing to order at 6:35 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:35 p.m.

Motion made by Councilmember Theodore to approve agenda item 6, an ordinance amending the Town's Code of Ordinances, Chapter 14: Zoning, Article XIV: C-2 Commercial District; Section 3 (2), Building Regulations and Chapter 14: Zoning, Article XV: LI-1 Industrial District, Section 4 (2), Building Regulations to alter the allowable height of fences within the districts, Seconded by Councilmember Gordon.

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

7. Consider and act on an ordinance ordering a special election to be held on May 1, 2021 to submit a proposition on decreasing the sales and use tax of one-half (1/2) to one-fourth (1/4) of one percent for the benefit of the Type B Economic Development Corporation; increasing the local sales and use tax from the rate of one and one fourth (1 1/4) percent to a rate of one and one half (1 1/2) percent.

Motion made by Councilmember Gordon to approve an ordinance ordering a special election to be held on May 1, 2021, Seconded by Councilmember DuPree.

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

8. Discussion regarding future implementation of Pratt Property.

John Smith, Town Administrator, stated the 7.7 acres was purchased by the town in 2014 for recreational sports fields and it was determined the project would be too costly due to the topography of the property. Discussions were held regarding potential uses and amenities for the property.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:18 p.m. to discuss the following matters.

Section 551.074

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

9. Review of individual employees' performance.

Reconvene into Open Session

The Town Council reconvened into open session at 9:28 p.m.

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

Motion made by Mayor Pro Tem Kenney to direct the town administrator to take necessary steps as discussed in executive session, Seconded by Councilmember DuPree.

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

Adjournment

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

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

The meeting did then stand adjourned at 9:29 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek
Balance Sheet
As of January 31, 2021

	<u>Jan 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,244.25
BOA - Drug Forfeiture	1,950.69
BOA - Drug Seizure	5,285.95
BOA - General Fund	564,942.72
BOA - Parks and Recreation	142,247.17
BOA - Payroll	260.00
BOA - Police State Training	5,183.11
Logic 2020 CO's	4,004,758.89
Logic Animal Shelter Facility	9,576.56
Logic Cares Relief Fund	47,636.80
Logic Harbor Ln-Sycamore Bend	80,360.83
Logic Investment Fund	5,898,198.25
Logic Street & Road Improvement	19.58
Logic Turbeville Road	94,859.31
Total Checking/Savings	10,874,524.11
Accounts Receivable	
Municipal Court Payments	7,722.00
Total Accounts Receivable	7,722.00
Total Current Assets	10,882,246.11
TOTAL ASSETS	10,882,246.11
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
January 2021

	<u>Jan 21</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	344,869.10
4004 M&O Penalties & Interest	123.67
4006 Delinquent M&O	455.43
4008 I&S Debt Service	211,268.76
4010 I&S Penalties & Interest	65.79
4012 Delinquent I&S	248.56
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Total Ad Valorem Tax Revenue	557,031.31
Building Department Revenue	
4102 Building Permits	142,635.10
4104 Certificate of Occupancy	6,160.00
4106 Contractor Registration	900.00
4110 Prelim/Final Site Plan	600.00
4112 Health Inspections	460.00
4124 Sign Permits	15.00
4132 Alarm Permit Fees	75.00
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Total Building Department Revenue	150,845.10
Franchise Fee Revenue	
4208 CoServ	891.19
4212 Republic Services	4,068.83
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Total Franchise Fee Revenue	4,960.02
Interest Revenue	
4302 Animal Shelter Interest	1.88
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.22
4314 Logic Investment Interest	1,069.31
4322 Logic Turbeville Road	10.39
4326 PD State Training Interest	0.22
4328 Logic Harbor/Sycamore Bend	8.82
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Total Interest Revenue	1,090.92
Miscellaneous Revenue	
4502 Animal Adoption & Impound	2,052.45
4506 Animal Shelter Donations	826.13
4508 Annual Park Passes	1,802.25
4510 Arrowhead Park Fees	748.00
4512 Beer & Wine Permit	30.00
4530 Other Receivables	17,345.99
4536 Point Vista Park Fees	230.75
4550 Sycamore Bend Fees	1,165.00
4558 Harbor Lane/Sycamore Bend	1,750.00
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Total Miscellaneous Revenue	25,950.57
Municipal Court Revenue	
4602 Building Security Fund	1,265.41

Town of Hickory Creek
Profit & Loss
January 2021

	<u>Jan 21</u>
4604 Citations	32,611.50
4606 Court Technology Fund	1,075.97
4608 Jury Fund	23.18
4610 Truancy Fund	1,160.29
4612 State Court Costs	24,949.90
4614 Child Safety Fee	225.00
Total Municipal Court Revenue	<u>61,311.25</u>
Sales Tax Revenue	
4702 Sales Tax General Fund	113,699.80
4706 Sales Tax 4B Corporation	37,899.93
4708 Sales Tax Mixed Beverage	4,188.82
Total Sales Tax Revenue	<u>155,788.55</u>
Total Income	<u>956,977.72</u>
Gross Profit	956,977.72
Expense	
Capital Outlay	
5030 Sycamore Bend Construction	24,782.50
Total Capital Outlay	24,782.50
Debt Service	
5114 2020 C.O. Series	27,137.50
Total Debt Service	27,137.50
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	174.52
5210 Dues & Memberships	96.90
5212 EDC Tax Payment	37,899.93
5216 Volunteer/Staff Events	1,202.91
5218 General Communications	249.96
5222 Office Supplies & Equip.	214.23
5224 Postage	436.61
Total General Government	<u>40,290.06</u>
Municipal Court	
5312 Court Technology	7,225.92
5318 Merchant Fees/Credit Cards	1,090.92
5322 Office Supplies/Equipment	148.52
5324 State Court Costs	61,711.93
5332 Warrants Collected	129.50
Total Municipal Court	<u>70,306.79</u>
Parks and Recreation	
5408 Tanglewood Park	172.07
5412 KHCB	275.00

Town of Hickory Creek
Profit & Loss
January 2021

	<u>Jan 21</u>
Total Parks and Recreation	447.07
Parks Corps of Engineer	
5432 Arrowhead	1,115.12
5434 Harbor Grove	30.14
5436 Point Vista	1,068.66
5438 Sycamore Bend	1,266.02
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Total Parks Corps of Engineer	3,479.94
Personnel	
5502 Administration Wages	24,897.92
5504 Municipal Court Wages	9,013.11
5506 Police Wages	59,951.19
5507 Police Overtime Wages	872.56
5508 Public Works Wages	15,209.87
5509 Public Works Overtime Wage	61.76
5510 Health Insurance	19,174.58
5514 Payroll Expense	1,662.93
5518 Retirement (TMRS)	14,970.09
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Total Personnel	145,814.01
Police Department	
5602 Auto Gas & Oil	1,764.15
5606 Auto Maintenance & Repair	2,665.88
5612 Computer Hardware/Software	2,527.50
5626 Office Supplies/Equipment	176.48
5630 Personnel Equipment	4,804.00
5636 Uniforms	385.59
5640 Training & Education	175.00
5648 K9 Unit	363.10
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Total Police Department	12,861.70
Public Works Department	
5706 Animal Control Supplies	14.40
5710 Auto Gas & Oil	1,753.94
5714 Auto Maintenance/Repair	271.01
5716 Beautification	345.00
5728 Equipment Supplies	390.44
5732 Office Supplies/Equipment	155.00
5734 Radios	376.83
5738 Training	100.00
5742 Uniforms	168.76
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Total Public Works Department	3,575.38
Services	
5808 Codification	1,586.47
5814 Engineering	17,275.75
5818 Inspections	45,987.00
5822 Legal Notices/Advertising	113.60
5824 Library Services	55.90

Town of Hickory Creek
Profit & Loss
January 2021

	<u>Jan 21</u>
5828 Printing	288.67
Total Services	65,307.39
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	2,861.71
5904 Electric	2,141.05
5906 Gas	204.65
5908 Street Lighting	3,285.07
5910 Telephone	411.52
5912 Water	631.04
Total Utilities & Maintenance	9,535.04
Total Expense	403,537.38
Net Ordinary Income	553,440.34
Net Income	553,440.34

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
 October 2020 through January 2021

	Oct '20 - Jan 21	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,117,866.32	1,312,360.00	85.2%
4004 M&O Penalties & Interest	157.55	4,500.00	3.5%
4006 Delinquent M&O	1,495.45	5,000.00	29.9%
4008 I&S Debt Service	685,154.48	804,368.00	85.2%
4010 I&S Penalties & Interest	122.28	2,500.00	4.9%
4012 Delinquent I&S	487.04	4,000.00	12.2%
Total Ad Valorem Tax Revenue	1,805,283.12	2,132,728.00	84.6%
Building Department Revenue			
4102 Building Permits	880,004.30	350,000.00	251.4%
4104 Certificate of Occupancy	15,985.00	500.00	3,197.0%
4106 Contractor Registration	4,400.00	5,000.00	88.0%
4108 Preliminary/Final Plat	3,600.00	0.00	100.0%
4110 Prelim/Final Site Plan	1,200.00	0.00	100.0%
4112 Health Inspections	8,740.00	10,000.00	87.4%
4122 Septic Permits	1,700.00	0.00	100.0%
4124 Sign Permits	145.00	1,600.00	9.1%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	1,000.00	500.00	200.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	375.00	1,200.00	31.3%
Total Building Department Revenue	917,149.30	369,075.00	248.5%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	40,500.00	0.0%
4204 Charter Communications	10,051.62	39,000.00	25.8%
4206 CenturyLink	160.38	1,500.00	10.7%
4208 CoServ	2,357.01	4,200.00	56.1%
4210 Oncor Electric	153,153.00	138,000.00	111.0%
4212 Republic Services	16,081.41	44,500.00	36.1%
Total Franchise Fee Revenue	181,803.42	267,700.00	67.9%
Interest Revenue			
4302 Animal Shelter Interest	8.27	0.00	100.0%
4308 Drug Forfeiture Interest	0.32	0.00	100.0%
4310 Drug Seizure Interest	0.51	0.00	100.0%
4314 Logic Investment Interest	3,548.45	45,600.00	7.8%
4320 Logic Street/Road Improv.	17.99	1,100.00	1.6%
4322 Logic Turbeville Road	79.63	950.00	8.4%
4326 PD State Training Interest	0.87	0.00	100.0%
4328 Logic Harbor/Sycamore Bend	23.61	0.00	100.0%
Total Interest Revenue	3,679.65	47,650.00	7.7%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	41,500.00	0.0%
Total Interlocal Revenue	0.00	41,500.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	4,077.45	8,600.00	47.4%
4506 Animal Shelter Donations	1,466.13	500.00	293.2%
4508 Annual Park Passes	3,302.60	20,000.00	16.5%
4510 Arrowhead Park Fees	6,997.00	22,000.00	31.8%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	36,500.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2020 through January 2021

	Oct '20 - Jan 21	Budget	% of Budget
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	3,904.00	0.00	100.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	224,210.00	0.0%
4526 Mineral Rights	0.00	0.00	0.0%
4530 Other Receivables	205,282.65	48,000.00	427.7%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	2,545.75	6,500.00	39.2%
4546 Street Bond Proceeds	0.00	650,000.00	0.0%
4550 Sycamore Bend Fees	9,453.00	15,000.00	63.0%
4554 Building Security Fund Res	0.00	5,000.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	3,500.00	0.00	100.0%
4560 2020 CO Proceeds	0.00	0.00	0.0%
Total Miscellaneous Revenue	240,558.58	1,082,238.00	22.2%
Municipal Court Revenue			
4602 Building Security Fund	4,608.69	9,270.00	49.7%
4604 Citations	129,137.25	450,000.00	28.7%
4606 Court Technology Fund	3,581.28	12,115.00	29.6%
4608 Jury Fund	87.90	150.00	58.6%
4610 Truancy Fund	4,397.75	5,000.00	88.0%
4612 State Court Costs	86,720.65	208,000.00	41.7%
4614 Child Safety Fee	250.00	750.00	33.3%
Total Municipal Court Revenue	228,783.52	685,285.00	33.4%
Sales Tax Revenue			
4702 Sales Tax General Fund	470,610.83	1,237,500.00	38.0%
4706 Sales Tax 4B Corporation	156,870.28	412,500.00	38.0%
4708 Sales Tax Mixed Beverage	7,555.04	7,000.00	107.9%
Total Sales Tax Revenue	635,036.15	1,657,000.00	38.3%
Total Income	4,012,293.74	6,283,176.00	63.9%
Gross Profit	4,012,293.74	6,283,176.00	63.9%
Expense			
Capital Outlay			
5010 Street Maintenance	10,924.58	25,000.00	43.7%
5012 Streets & Road Improvement	19,402.73	650,000.00	3.0%
5020 Main Street Reconstruction	0.00	0.00	0.0%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Purchase/Replacement	0.00	52,000.00	0.0%
5030 Sycamore Bend Construction	139,602.50	0.00	100.0%
Total Capital Outlay	183,566.92	727,000.00	25.2%
Debt Service			
5106 2012 Refunding Bond Series	0.00	267,258.00	0.0%
5110 2015 Refunding Bond Series	0.00	314,550.00	0.0%
5112 2015 C.O. Series	0.00	276,150.00	0.0%
5114 2020 C.O. Series	27,137.50	207,575.00	13.1%
Total Debt Service	27,137.50	1,065,533.00	2.5%
General Government			
5202 Bank Service Charges	15.00	50.00	30.0%
5204 Books & Subscriptions	0.00	300.00	0.0%

Budget vs. Actual Year to Date 33.32%

October 2020 through January 2021

	Oct '20 - Jan 21	Budget	% of Budget
5206 Computer Hardware/Software	13,486.33	108,000.00	12.5%
5208 Copier Rental	994.96	2,500.00	39.8%
5210 Dues & Memberships	496.90	2,000.00	24.8%
5212 EDC Tax Payment	156,870.28	412,500.00	38.0%
5214 Election Expenses	0.00	12,500.00	0.0%
5216 Volunteer/Staff Events	3,008.20	6,500.00	46.3%
5218 General Communications	3,165.90	16,000.00	19.8%
5222 Office Supplies & Equip.	1,350.39	2,500.00	54.0%
5224 Postage	2,459.36	4,000.00	61.5%
5226 Community Cause	20.00	3,000.00	0.7%
5228 Town Council/Board Expense	40.00	5,500.00	0.7%
5230 Training & Education	75.00	1,500.00	5.0%
5232 Travel Expense	0.00	1,500.00	0.0%
5234 Staff Uniforms	975.92	950.00	102.7%
Total General Government	182,958.24	579,300.00	31.6%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	3,086.90	9,270.00	33.3%
5312 Court Technology	7,145.97	12,115.00	59.0%
5314 Dues & Memberships	0.00	200.00	0.0%
5318 Merchant Fees/Credit Cards	-879.28	0.00	100.0%
5322 Office Supplies/Equipment	479.97	1,200.00	40.0%
5324 State Court Costs	142,981.44	245,000.00	58.4%
5326 Training & Education	55.00	500.00	11.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-1,820.53	0.00	100.0%
Total Municipal Court	151,049.47	268,860.00	56.2%
Parks and Recreation			
5402 Events	0.00	1,000.00	0.0%
5408 Tanglewood Park	692.34	1,500.00	46.2%
5412 KHCB	275.00	500.00	55.0%
5414 Tree City USA	0.00	1,500.00	0.0%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	979.50	4,500.00	21.8%
Parks Corps of Engineer			
5432 Arrowhead	4,447.77	60,000.00	7.4%
5434 Harbor Grove	268.87	15,000.00	1.8%
5436 Point Vista	2,954.66	5,000.00	59.1%
5438 Sycamore Bend	7,998.20	20,000.00	40.0%
Total Parks Corps of Engineer	15,669.50	100,000.00	15.7%
Personnel			
5502 Administration Wages	112,046.94	314,055.00	35.7%
5504 Municipal Court Wages	40,384.17	122,640.00	32.9%
5506 Police Wages	265,510.38	797,635.00	33.3%
5507 Police Overtime Wages	2,052.54	8,000.00	25.7%
5508 Public Works Wages	68,055.46	205,748.00	33.1%
5509 Public Works Overtime Wage	414.31	1,600.00	25.9%
5510 Health Insurance	75,817.17	227,370.00	33.3%
5512 Longevity	11,796.00	12,225.00	96.5%
5514 Payroll Expense	7,530.93	20,000.00	37.7%
5516 Employment Exams	105.00	2,500.00	4.2%
5518 Retirement (TMRS)	74,355.79	191,225.00	38.9%
5520 Unemployment (TWC)	220.27	3,600.00	6.1%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2020 through January 2021

	Oct '20 - Jan 21	Budget	% of Budget
5522 Workman's Compensation	22,636.00	25,500.00	88.8%
Total Personnel	680,924.96	1,932,098.00	35.2%
Police Department			
5602 Auto Gas & Oil	7,253.79	20,000.00	36.3%
5606 Auto Maintenance & Repair	7,985.08	25,000.00	31.9%
5610 Books & Subscriptions	330.00	500.00	66.0%
5612 Computer Hardware/Software	12,505.64	45,000.00	27.8%
5614 Crime Lab Analysis	2,296.99	2,000.00	114.8%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	1,384.69	1,800.00	76.9%
5630 Personnel Equipment	22,693.94	25,000.00	90.8%
5634 Travel Expense	1,009.87	3,000.00	33.7%
5636 Uniforms	2,518.34	6,000.00	42.0%
5640 Training & Education	765.00	7,500.00	10.2%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	368.27	1,000.00	36.8%
5648 K9 Unit	1,919.79	1,500.00	128.0%
Total Police Department	61,031.40	139,300.00	43.8%
Public Works Department			
5702 Animal Control Donation	0.00	500.00	0.0%
5704 Animal Control Equipment	111.42	600.00	18.6%
5706 Animal Control Supplies	185.48	1,000.00	18.5%
5708 Animal Control Vet Fees	1,095.16	7,500.00	14.6%
5710 Auto Gas & Oil	3,715.23	9,500.00	39.1%
5714 Auto Maintenance/Repair	4,760.32	5,000.00	95.2%
5716 Beautification	2,513.45	95,000.00	2.6%
5718 Computer Hardware/Software	0.00	1,000.00	0.0%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	4,795.62	5,000.00	95.9%
5724 Equipment Maintenance	903.30	6,000.00	15.1%
5726 Equipment Rental	0.00	4,500.00	0.0%
5728 Equipment Supplies	2,912.34	6,500.00	44.8%
5732 Office Supplies/Equipment	468.11	500.00	93.6%
5734 Radios	1,518.90	3,800.00	40.0%
5738 Training	600.00	800.00	75.0%
5740 Travel Expense	0.00	1,000.00	0.0%
5742 Uniforms	483.00	2,600.00	18.6%
5748 Landscaping Services	16,276.74	140,000.00	11.6%
Total Public Works Department	40,339.07	291,150.00	13.9%
Services			
5802 Appraisal District	6,166.19	12,400.00	49.7%
5804 Attorney Fees	4,207.50	60,000.00	7.0%
5806 Audit	0.00	14,500.00	0.0%
5808 Codification	1,586.47	2,400.00	66.1%
5812 Document Management	0.00	600.00	0.0%
5814 Engineering	42,746.27	115,000.00	37.2%
5816 General Insurance	35,426.64	34,681.00	102.2%
5818 Inspections	95,092.00	56,000.00	169.8%
5820 Fire Service	306,816.50	615,000.00	49.9%
5822 Legal Notices/Advertising	455.50	2,500.00	18.2%
5824 Library Services	338.15	500.00	67.6%
5826 Municipal Judge	4,080.00	13,000.00	31.4%
5828 Printing	304.67	1,500.00	20.3%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
 October 2020 through January 2021

	Oct '20 - Jan 21	Budget	% of Budget
5830 Tax Collection	2,488.00	3,000.00	82.9%
5832 Computer Technical Support	63,537.00	41,750.00	152.2%
5838 DCCAC	0.00	2,172.00	0.0%
5840 Denton County Dispatch	0.00	29,632.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	100.00	0.0%
Total Services	563,244.89	1,004,935.00	56.0%
Special Events			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	2,356.24	6,000.00	39.3%
Total Special Events	2,356.24	13,000.00	18.1%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	17,794.21	65,000.00	27.4%
5904 Electric	8,099.27	20,000.00	40.5%
5906 Gas	582.73	1,500.00	38.8%
5908 Street Lighting	12,964.51	33,000.00	39.3%
5910 Telephone	7,961.81	28,000.00	28.4%
5912 Water	3,008.11	10,000.00	30.1%
Total Utilities & Maintenance	50,410.64	157,500.00	32.0%
Total Expense	1,959,668.33	6,283,176.00	31.2%
Net Ordinary Income	2,052,625.41	0.00	100.0%
Net Income	2,052,625.41	0.00	100.0%

Town of Hickory Creek
Expenditures over \$1,000.00
January 2021

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
General Government				
5212 EDC Tax Payment				
Check	01/06/2021	4058	Hickory Creek Economic Development	37,899.93
	Total 5212 EDC Tax Payment			37,899.93
5216 Volunteer/Staff Events				
Bill	01/15/2021	Invoi...	Richey Company	1,027.95
	Total 5216 Volunteer/Staff Events			1,027.95
	Total General Government			38,927.88
Municipal Court				
5312 Court Technology				
Bill	01/27/2021	Invoi...	Tyler Technologies	3,077.72
Bill	01/04/2021	Invoi...	Tyler Technologies	3,426.00
	Total 5312 Court Technology			6,503.72
5318 Merchant Fees/Credit Cards				
Check	01/04/2021		MERCHANT SERVICE DESMERCH FEE	2,277.03
	Total 5318 Merchant Fees/Credit Cards			2,277.03
5324 State Court Costs				
Check	01/26/2021	Debit	State Comptroller	61,711.93
	Total 5324 State Court Costs			61,711.93
5332 Warrants Collected				
Bill	01/15/2021	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	2,145.57
	Total 5332 Warrants Collected			2,145.57
	Total Municipal Court			72,638.25
Police Department				
5602 Auto Gas & Oil				
Check	01/27/2021	Debit	WEX INC DESFLEET DEBI	1,764.15
	Total 5602 Auto Gas & Oil			1,764.15
5612 Computer Hardware/Software				
Bill	01/15/2021	Invoi...	MCCI	2,106.00
	Total 5612 Computer Hardware/Software			2,106.00
5630 Personnel Equipment				
Bill	01/15/2021	Invoi...	Applied Concepts	4,804.00
	Total 5630 Personnel Equipment			4,804.00
	Total Police Department			8,674.15
Services				
5808 Codification				

Town of Hickory Creek
Expenditures over \$1,000.00
 January 2021

Type	Date	Num	Name	Amount
Bill	01/15/2021	Invoi...	Municipal Code Corporation	1,586.47
	Total 5808 Codification			1,586.47
	5814 Engineering			
Bill	01/15/2021	Invoi...	Half Associates, Inc.	3,008.29
Bill	01/15/2021	Invoi...	Half Associates, Inc.	13,848.19
	Total 5814 Engineering			16,856.48
	5818 Inspections			
Bill	01/27/2021	Invoi...	Vaughn Inspections Plus, LLC	45,987.00
	Total 5818 Inspections			45,987.00
	Total Services			64,429.95
	Utilities & Maintenance			
	5904 Electric			
Check	01/12/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,141.05
	Total 5904 Electric			2,141.05
	5908 Street Lighting			
Check	01/12/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,131.69
	Total 5908 Street Lighting			3,131.69
	Total Utilities & Maintenance			5,272.74
	Total Expense			189,942.97
	Net Ordinary Income			-189,942.97
	Net Income			-189,942.97



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 01/01/2021 - 01/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1289%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 1/31/21 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,004,320.43
01/29/2021	MONTHLY POSTING	9999888	438.46	4,004,758.89
	ENDING BALANCE			4,004,758.89

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,004,320.43
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	438.46
ENDING BALANCE	4,004,758.89
AVERAGE BALANCE	4,004,320.43

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	438.46





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 01/01/2021 - 01/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1289%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 1/31/21 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,575.50
01/29/2021	MONTHLY POSTING	9999888	1.06	9,576.56
	ENDING BALANCE			9,576.56

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,575.50
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	1.06
ENDING BALANCE	9,576.56
AVERAGE BALANCE	9,575.50

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	1.06





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276014

ACCOUNT NAME: CARES RELIEF FUND

STATEMENT PERIOD: 01/01/2021 - 01/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1289%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 1/31/21 WAS 1.000122.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			47,631.60
01/29/2021	MONTHLY POSTING	9999888	5.20	47,636.80
	ENDING BALANCE			47,636.80

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	47,631.60
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	5.20
ENDING BALANCE	47,636.80
AVERAGE BALANCE	47,631.60

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CARES RELIEF FUND	0.00	0.00	5.20

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: 01/01/2021 - 01/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1289%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 1/31/21 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			80,352.01
01/29/2021	MONTHLY POSTING	9999888	8.82	80,360.83
	ENDING BALANCE			80,360.83

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	80,352.01
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	8.82
ENDING BALANCE	80,360.83
AVERAGE BALANCE	80,352.01

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	8.82





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 01/01/2021 - 01/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1289%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 1/31/21 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			5,574,695.90
01/13/2021	WIRE DEPOSIT	67538	9.00	5,574,704.90
01/13/2021	ACH DEPOSIT	6124803	350,000.00	5,924,704.90
01/26/2021	WIRE WITHDRAWAL	6125276	27,137.50 -	5,897,567.40
01/29/2021	MONTHLY POSTING	9999888	630.85	5,898,198.25
	ENDING BALANCE			5,898,198.25

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	5,574,695.90
TOTAL DEPOSITS	350,009.00
TOTAL WITHDRAWALS	27,137.50
TOTAL INTEREST	630.85
ENDING BALANCE	5,898,198.25
AVERAGE BALANCE	5,783,965.13

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	350,009.00	27,137.50	630.85





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 01/01/2021 - 01/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1289%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 1/31/21 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			19.58
	ENDING BALANCE			19.58

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	19.58
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	0.00
ENDING BALANCE	19.58
AVERAGE BALANCE	19.58

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	0.00	0.00





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 01/01/2021 - 01/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1289%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 55 DAYS AND THE NET ASSET VALUE FOR 1/31/21 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			94,848.92
01/29/2021	MONTHLY POSTING	9999888	10.39	94,859.31
	ENDING BALANCE			94,859.31

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	94,848.92
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	10.39
ENDING BALANCE	94,859.31
AVERAGE BALANCE	94,848.92

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	10.39



**TOWN OF HICKORY CREEK
ORDINANCE NO. 2021-03-____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK DECLARING UNOPPOSED CANDIDATES IN THE MAY 1, 2021 GENERAL TOWN ELECTION; PROVIDING FOR DECLARATION OF OFFICE; PROVIDING FOR CANCELLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the general election for the Town of Hickory Creek, as set forth by the Texas Election Code, was called to be held on May 1, 2021 for the purpose of electing Town Council members to fill the following terms on the Town of Hickory Creek Town Council: Place 1, Place 3 and Place 5; each term being for a period of two years.; and

WHEREAS, the Town Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office, a copy of which is attached hereto as Exhibit A; and

WHEREAS, under these circumstances, Chapter 2, Subchapter C of the Texas Election Code, authorizes the Town Council to declare the candidates elected to office and cancel the election.

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

**SECTION 1
DECLARATION OF OFFICE**

The following candidates, who are unopposed in the May 1, 2021 general town election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

Randy Gibbons	Council Place 1
Chris Gordon	Council Place 3
Ian Theodore	Council Place 5

**SECTION 2
CANCELLATION**

The May 1, 2021 General Town Election is canceled, and the Town Secretary is directed to cause a copy of the Order attached hereto as Exhibit B to be posted on Election Day at each polling place that would have been used in the election.

SECTION 3
SEVERABILITY

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

SECTION 4
NECESSARY ACTIONS

The Mayor, Town Secretary and Town Attorney are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code in carrying out the cancellation of the May 1, 2021 election.

SECTION 5
EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and approval.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 1st day of March, 2021.

APPROVED:

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

ATTEST:

Kristi K. 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

AW12-1
Prescribed by Secretary of State
Section 2.051 – 2.053, Texas Election Code
2/14

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 1, 2021

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 1 de mayo de 2021

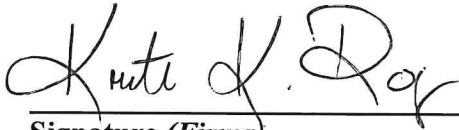
List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)

Randy Gibbons
Chris Gordon
Ian Theodore

Candidate(s) Candidato(s)

Council Place 1 *Concejal, Lugar 1*
Council Place 3 *Concejal, Lugar 3*
Council Place 5 *Concejal, Lugar 5*



Signature (Firma)

Kristi K. Rogers

Printed name (Nombre en letra de molde)

Town Secretary

Title (Puesto)

February 22, 2021

Date of signing (Fecha de firma)



(Seal) (sello)

See reverse side for instructions
(Instrucciones en el reverso)

Exhibit B

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The Town of Hickory Creek hereby cancels the election scheduled to be held on
(official name of governing body)
May 1, 2021 in accordance with Section 2.053(a) of the Texas
(date on which election was scheduled to be held)
Election Code. The following candidates have been certified as unopposed and are hereby
elected as follows:

El Municipalidad de Hickory Creek por la presente cancela la elección que, de lo contrario,
(nombre oficial de la entidad gobernante)
se hubiera celebrado el 1 de mayo de 2021 de conformidad, con
(fecha en que se hubiera celebrado la elección)
la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido
certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado
a continuación:

Candidate (Candidato)	Office Sought (Cargo al que presenta candidatura)
Randy Gibbons	Council Place 1 (Concejal, Lugar 1)
Chris Gordon	Council Place 3 (Concejal, Lugar 3)
Ian Theodore	Council Place 5 (Concejal Lugar 5)

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

Mayor (Alcalde)

Secretary (Secretario)

March 1, 2021
Date of adoption (Fecha de adopción)

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0301-__

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, TEXAS AND DENTON COUNTY ELECTIONS ADMINISTRATOR CONCERNING ELECTION SERVICES FOR THE MAY 1, 2021 SPECIAL ELECTION; 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 by and between the Town of Hickory Creek, Texas and Denton County Elections Administrator (hereinafter the “Agreement”) to provide election services for the May 1, 2021 Special Election, 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 1st day of March, 2021.

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

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

Participating Authorities:

[entities]

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

RECITALS

Each participating authority listed above plans to hold a General or Special Election on [election-date]. Denton County plans to hold county-wide voting for this General Election.

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

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

I. ADMINISTRATION

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

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

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

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

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

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$12 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

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

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

The compensation rates established by Denton County are:

Early Voting – Lead Clerk (\$14/ hour), Clerk (\$12/ hour)

Election Day – Presiding Judge (\$14/hour), Alternate Judge (\$13/ hour), Clerk (\$12/ hour)

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

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (March 29, 2021) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

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

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information must be in an upper and lowercase format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

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

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

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

VI. EARLY VOTING

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

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered, and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the [election-date] election will be as follows:

Monday, April 19, 2021 through Saturday, April 24, 2021; 8am – 5pm
Sunday, April 25, 2021; 11am-4pm
Monday, April 26, 2021 through Tuesday, April 27, 2021; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

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

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

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

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

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

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

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

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the [election-date] election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 5, 2021, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest number of registered voters.

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

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

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

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

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

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

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

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$400 for election expenses.

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

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

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

XIII. RECORDS OF THE ELECTION

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

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public

Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

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

XIV. RECOUNTS

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

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

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.
10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$40.023
Voter Registration Clerk	\$30.068 - \$33.299
Technology Resources Coordinator	\$43.227
Elections Technician	\$30.521 - \$34.762
Voter Registration Coordinator	\$37.503
Training Coordinator	\$41.899
Election Coordinator	\$34.763

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

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

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

[costs]

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

- (1) It has on the 26th day of January, 2021 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 1st day of March, 2021 been executed on behalf of the Town of Hickory Creek pursuant to an action of the Town of Hickory Creek Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF HICKORY CREEK

APPROVED:

ATTESTED:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi Rogers, Town Secretary
Town of Hickory Creek

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0301-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE TOWN ADMINISTRATOR AND TOWN SECRETARY OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ENTER INTO THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS' TEXAS SMARTBUY MEMBERSHIP PROGRAM, 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 is an entity qualified to participate in the Texas SmartBuy Membership Program of the Texas Comptroller of Public Accounts pursuant to § 271.081 of the Local Government Code; and

WHEREAS, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to § 271.082 and 271.083 of the Local Government Code; and

WHEREAS, the Town Council desires to authorize the Town Administrator and the Town Secretary to enter into any and all documents necessary to enable the Town to the Texas Comptroller of Public Accounts' Texas SmartBuy Membership Program, and, in accordance with the requirements of 34 TAC subsection 20.85 administrative rules, the Agent(s) of Record, John Smith, Town Administrator and Kristi Rogers, Town Secretary are authorized to execute any and all documentation for Town of Hickory Creek pertaining to its participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program; and

WHEREAS, Town of Hickory Creek acknowledges its obligation to pay annual participation fees established by the Texas Comptroller of Public Accounts.

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

Section 1: That request be made to the Texas Comptroller of Public Accounts to approve the Town of Hickory Creek for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.

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 1st day of March, 2021.

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

Signature of Primary Agent of Record
John M. Smith, Jr., Town Administrator

Signature of Secondary Agent of Record
Kristi Rogers, Town Secretary.



Texas SmartBuy Membership Program

What is the the Texas SmartBuy Membership Program?

Created by legislation in 1979, the Texas Comptroller of Public Accounts' (CPA) Texas SmartBuy Membership Program offers members a unique opportunity to make the most of their purchasing dollars and efforts by using the State of Texas volume buying power.

Who can join?

- Local governments
- School Districts
- Utility Districts
- Appraisal Districts
- Junior Colleges
- MHMR community centers
- State-funded assistance organizations
- Housing and Transportation Authorities
- Assistance organizations

Sections 271.081-271.083, Local Government Code, and Sections 2155.202 and 2175.001(1), Government Code, provide the legal authority for the program.

Why should you join the Texas SmartBuy Membership Program?

- **Get Best Value for Your Purchases** – Our purchasers competitively bid and award hundreds of contracts in accordance with state purchasing statutes and competitive bidding requirements. You reap the savings for your organization and ultimately for the citizens of Texas.
- **Save Valuable Time and Effort** – No bidding, just order from hundreds of established state contracts.
- **Search Thousands of Vendors** – Looking for something not on one of our negotiated contracts? Use our Centralized Master Bidder's List to identify vendors from our database of over 9,000 companies (including HUBs). <https://comptroller.texas.gov/purchasing/vendor/cmb/>
- **Post Bid and Award Notices on the Electronic State Business Daily** – As a member, set up FREE password access to the Electronic State Business Daily (ESBD) where you can post your entity's solicitations to increase vendor participation and provide public notice of awards. <http://www.txsmartbuy.com/sp/>
- **Save Money on Travel** – Qualified members may use the State Travel Management Program for discounted rates on rental cars, thousands of hotels and airline tickets.

If you have any questions or need more information about our program please feel free to e-mail members@cpa.texas.gov or call 512-463-3368.



Texas SmartBuy Membership Program

Accessing the Texas SmartBuy Membership Program on the Internet

Go to the Texas SmartBuy Membership web site: comptroller.texas.gov/purchasing/members/

- **Membership Forms:** Includes the application, name change form, proof of eligibility and school bus specifications.
- **TxSmartBuy.com:** The state's online ordering system, Texas SmartBuy, will generate a state purchase order on your behalf, forwarding a copy to you and to the vendor. The vendor will then ship the merchandise and invoice your entity directly. CPA has awarded contracts for many commodities and services, including:

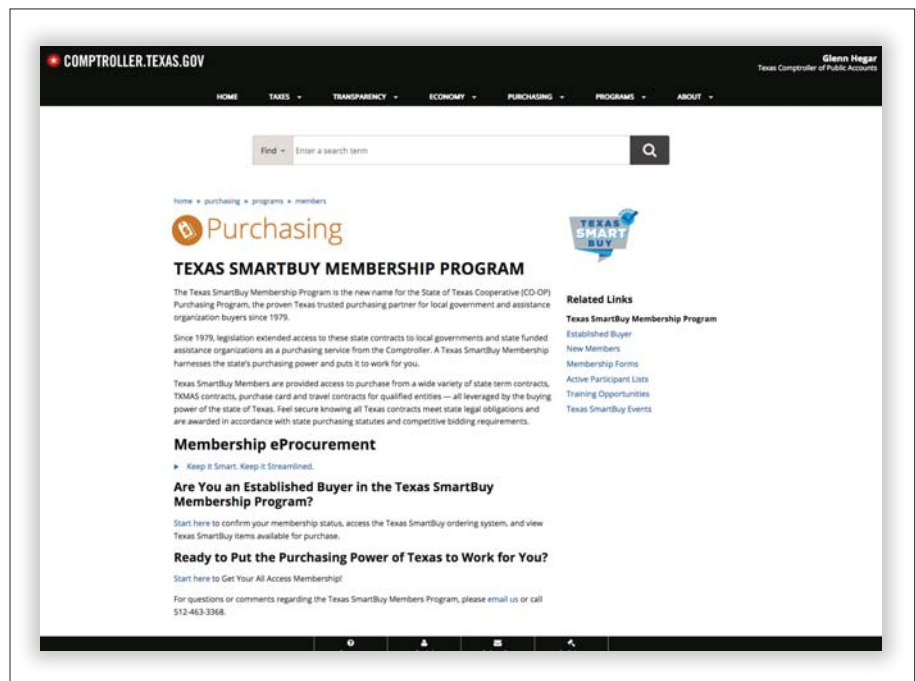
- Vehicles
- Office Supplies
- Furniture
- Procurement Card Services
- Appliances
- Road and Highway Equipment
- Police Equipment
- Pharmaceuticals
- Cleaning Supplies
- Food

- **TXMAS Information:** Texas Multiple Award Schedules (TXMAS). TXMAS contracts feature the most favored customer pricing and the possibility of negotiation. TXMAS can be used as alternative volume contracts.

- **CMBL Search:** This feature enables you to access the state Centralized Master Bidders List (CMBL) to create a bid list by product/service code. You may narrow the search

by entering a county, city or zip code. This is a vendor list only. You should use this only as a vendor resource. You will need to follow your local bid requirements to purchase from these vendors.

- **State Travel Management Program:** Texas Government Code, Sections 2171.001-2171.055 extend the state travel management contracts to certain members of the Texas SmartBuy Membership program. Eligible entities include Municipalities, Counties, School Districts, Public Junior and Community Colleges, and Emergency Communication Districts, hospital districts and transit/transportation districts.





Texas SmartBuy Membership Program

Texas SmartBuy Membership Application

John Smith

Name of Authorized Individual

(NOTE: Please list 2 people who are authorized to sign for purchases and will receive all correspondence from CPA. Additional authorized signers or Agents of Record may be listed on the resolution with the signatures documented at the bottom of the resolution.)

Kristi Rogers

Name of Authorized Individual (secondary contact)

Town of Hickory Creek

Organization/Qualified Entity Name

1075 Ronald Reagan Avenue

Address

Hickory Creek, Texas 75065

City, State, Zip Code

john.smith@hickorycreek-tx.gov

Primary Email Address

kristi.rogers@hickorycreek-tx.gov

Secondary Email Address

940-279-7061

Phone Numbers

940-279-7060

Fax Number

The annual membership fee for participation in the Texas SmartBuy Membership Program is:

\$100.00 – FEE IS NON-REFUNDABLE

Please make checks payable to:

Texas Comptroller of Public Accounts

Please mail to:

Texas Comptroller of Public Accounts

P.O. Box 13186

Austin, TX 78711

**PLEASE RETURN THIS FORM WITH PAYMENT
AND ALL REQUIRED DOCUMENTS AND SIGNATURES**

Questions? Contact the Texas SmartBuy Membership Program at 512-463-3368 or at members@cpa.texas.gov.



Texas SmartBuy Membership Program

Documents required for proof of eligibility

Submit all documentation required as proof of eligibility at the time you apply for membership in the program. All documentation must be on file with the Texas SmartBuy Membership Program BEFORE a determination of eligibility can be made.

Local Governments

County, Independent School District, Municipality, Jr. College District, Volunteer Fire Department

Documents required:

- ✓ Board approved resolution

MHMR Community Centers

Documents required:

- ✓ Board approved resolution

Special Districts or Other Legally Constituted Political Subdivisions of the State

Documents required:

- ✓ Board approved resolution
- ✓ Documentation evidencing creation of entity including statutory citation.
This can be in the form of:
 - a. Legislation in which the entity was created by name
 - b. A resolution passed by a city or a county stating that there is a need for the entity to exist and actually creating the entity

Assistance Organizations

Non-profit organizations that receive state funds **and** provide educational, health, or human services or provide assistance to homeless individuals

Documents required:

- ✓ Board approved resolution
- ✓ Articles of Incorporation and Certificate of Incorporation. A letter from the Secretary of State with the entity's charter number evidencing that the entity filed for incorporation will be accepted in lieu of a Certificate of Incorporation. **The State of Texas CO-OP cannot accept by-laws in lieu of Articles of Incorporation**
- ✓ Current contract or grant from a State agency to prove State funding. This document must show beginning and end dates for the current State of Texas Fiscal Year, and these dates must be valid at the time the application is reviewed.

Texas Rising Star Providers

Childcare providers certified as Texas Rising Star Providers by Texas Workforce Commission

Documents required:

- ✓ Board Approved Resolution



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

February 18, 2021
AVO 37638.120

Mr. John Smith
Town Administrator
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

Re: Bid #2021-01 Capital Outlay Project

Dear Mr. Smith:

Bids were opened on the above-referenced project on Wednesday, February 10, 2021, at the Hickory Creek Town Hall. Three (3) bids were received, and they ranged from a high bid of \$479,300.00 to a **low bid of \$299,959.00**. Lukas Group, LLC submitted the low bid, and submitted an amount of **210 calendar days** required to complete the project.

Lukas Group, LLC, while being the apparent low bidder, submitted an incomplete bid package. The required bid bond of 5% of total bid amount was not signed, was on the incorrect form, had the incorrect project listed, and was for less than 5% of their bid. In addition, the municipal references listed were insufficient to adequately gather background on previous work by the company. For these reasons, we recommend this bid be **disqualified**.

The second-lowest bidder was GRod Construction, with a total bid of \$363,469.00. However, the bid included an unallowable unit price for Mobilization and General Site Prep (Item 1). The Special Provisions of the project specifications limit this item to 5% of the total bid, exclusive of this item. GRod Construction's other items total \$287,369.00, which would limit Mobilization and Site Prep to \$14,368.45. Their submitted bid included \$76,100 for this item, which is well above the allowable amount. For this reason, we recommend this bid be **disqualified**.

With the two lowest bids of the three total submitted being disqualified, it is our recommendation to reject all bids.



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

Sincerely,

HALFF ASSOCIATES, INC.

TBPELS Engineering Firm No. 312

A handwritten signature in blue ink that reads "Lee T. Williams". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lee T. Williams, P.E.

C: Jeffrey McSpedden, Public Works Director
Kristi Rogers, Town Secretary

Attachment: Bid Tabulation

NOTE: LIST BIDS LOWEST TO HIGHEST:

Capital Outlay Project #2021-01

Town of Hickory Creek

Bid Opening Date: Wednesday, February 10, 2021

				Bidder 1		Bidder 2		Bidder 3	
				Lukas Group, LLC		G-Rod Construction		Capco	
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	Consecutive Calendar Days to Complete Work				210 days		210 days		210 days
Base Bid									
1	Mobilization and General Site Preparation	LS	1	\$12,000.00	\$12,000.00	\$76,100.00	\$76,100.00	\$20,000.00	\$20,000.00
2	Barricades, Warning, and Detour Signs, and Traffic Handling	MO	7	\$2,500.00	\$17,500.00	\$2,500.00	\$17,500.00	\$3,000.00	\$21,000.00
3	Sawcut, Remove and Replace Existing Concrete Curb and Gutter	LF	308	\$41.50	\$12,782.00	\$50.00	\$15,400.00	\$100.00	\$30,800.00
4	Sawcut, Remove, and Replace 7-inch Thick, 4,000 PSI Portland Cement Concrete Pavement (Full Depth)	SY	1,121	\$103.00	\$115,463.00	\$99.00	\$110,979.00	\$140.00	\$156,940.00
5	Sawcut, Remove, and Replace 8-inch Thick, 4,000 PSI Portland Cement Concrete Pavement (Full Depth)	SY	274	\$130.00	\$35,620.00	\$122.00	\$33,428.00	\$175.00	\$47,950.00
6	Sawcut, Remove, and Replace 4-inch Thick, 3,600 PSI Portland Cement Concrete Sidewalk	SY	252	\$82.00	\$20,664.00	\$71.00	\$17,892.00	\$180.00	\$45,360.00
7	4-inch Thick, 3,600 PSI Portland Cement Concrete Sidewalk	SY	110	\$65.00	\$7,150.00	\$60.00	\$6,600.00	\$105.00	\$11,550.00
8	4-inch Thick, 3,600 PSI Portland Cement Concrete Barrier Free Curb Ramp (Type 7)	EA	2	\$3,300.00	\$6,600.00	\$1,400.00	\$2,800.00	\$1,500.00	\$3,000.00
9	Adjust Existing Manhole to Grade	EA	1	\$2,200.00	\$2,200.00	\$1,050.00	\$1,050.00	\$1,000.00	\$1,000.00
10	Adjust Existing Water Meter to Grade	EA	1	\$1,200.00	\$1,200.00	\$700.00	\$700.00	\$1,500.00	\$1,500.00
11	Adjust Existing Fire Hydrant to Grade	EA	1	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$500.00	\$500.00
12	Remove and Relocate Exist Fire Hydrant and Gate Valve	EA	1	\$8,500.00	\$8,500.00	\$4,200.00	\$4,200.00	\$10,000.00	\$10,000.00
13	Pavement Markings - Point Vista Road	LS	1	\$12,000.00	\$12,000.00	\$12,500.00	\$12,500.00	\$25,000.00	\$25,000.00
14	Pavement Markings - Ronald Reagan Avenue	LS	1	\$7,000.00	\$7,000.00	\$11,000.00	\$11,000.00	\$25,000.00	\$25,000.00
15	Pavement Marking - Turbeville Road	LS	1	\$19,000.00	\$19,000.00	\$32,200.00	\$32,200.00	\$45,000.00	\$45,000.00
16	Additional Sawcut, Remove And Replace Existing Concrete Curb And Gutter	LF	100	\$40.00	\$4,000.00	\$50.00	\$5,000.00	\$100.00	\$10,000.00
17	Additional Sawcut, Remove, and Replace 4,000 PSI Portland Cement Concrete Pavement (Full Depth)	SY	100	\$130.00	\$13,000.00	\$110.00	\$11,000.00	\$175.00	\$17,500.00
18	Additional Sawcut, Remove, and Replace 4-inch Thick, 3,600 PSI Portland Cement Concrete Sidewalk	SY	40	\$82.00	\$3,280.00	\$73.00	\$2,920.00	\$180.00	\$7,200.00
Total Bid Amount (Base Bid)					\$299,959.00		\$363,469.00		\$479,300.00
TOTAL BID AMOUNT					\$299,959.00		\$363,469.00		\$479,300.00



February 2, 2021
AVO 37638.200

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

**RE: Domino's – Site Plan
2nd Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received a Site Plan application for the addition of a drive-through pick up window to the existing building located on the subject property located at 1034 Hickory Creek Boulevard. The first submittal was received January 6, 2021. A second submittal was received February 1, 2021. The engineer is Vasquez Engineering, LLC, and the owner/applicant is Robert Gavitt with J&A Capital Assets.

Halff reviewed the revised site plan and recommends approval.

Sincerely,

HALFF ASSOCIATES, INC.
TBPELS Engineering Firm No. 312

A handwritten signature in blue ink that reads "Lee Williams".

Lee Williams, PE
Town Engineer for the Town of Hickory Creek

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

Attachment: Comment response letter

February 01, 2021

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

**Re: Site Plan Comments – Domino’s
1st Review**

Dear Chris,

We have reviewed the comments in a letter from the Town’s Consultant Engineer dated January 27th, 2021 and the following are our responses:

Site Plan:

1. Add traffic flow arrows, grate inlet, and curb inlet to the legend.
Added as requested.
2. Include a note indicating the area shown on the site plan is not in a floodplain and reference the FIRM for the area used in determining this.
Note added as requested.
3. Please indicate the location of water and sewer lines.
Existing water and sewer lines added per available Record Drawings.
4. Is there a sewer cleanout in the proposed drive through lane? Symbol present but not labeled like others.
Sewer cleanout labeled.
5. Please label the radii in the beginning of the drive through that are not 2-foot radii covered by the note.
Have labeled as requested.
6. Are the traffic flow arrows shown on the plan to be pavement markings, also? Please clarify.
Yes, they are pavement markings and have been added to legend for clarification.
7. By Town ordinance all parking spaces are to be no less than nine feet by 18 feet. The parallel spaces proposed are eight feet in width. If these are widened to nine feet, the drive lane is reduced to 10 feet in width, which is too narrow. Suggest eliminating one row of spaces or narrowing landscaped median instead.
Eliminated the two parallel spaces adjacent to the drive thru lane and have widened the remaining parallel spaces to be nine-feet wide. The drive lane has also been widened to be 20-feet.

8. With one-way operation on the south end of the site, how do vehicles entering the parking lot heading south exit if all spaces are full? There is no way to turn around. The parking requirements for the site uses is 24 spaces. 29 are proposed in the plan. Suggest eliminating one row of parallel spaces and shifting or narrowing landscape median to widen the remaining parallel spaces to nine-foot minimum, and provide a minimum 20-foot wide, two-way drive lane. The drive through lane can be reduced to less than 12 feet wide.

Eliminated the two parallel spaces adjacent to the drive thru lane and have expanded the driveway to be 20' wide as suggested.

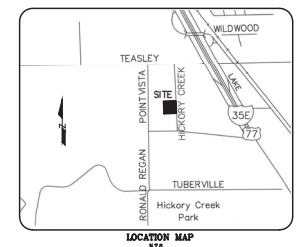
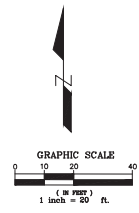
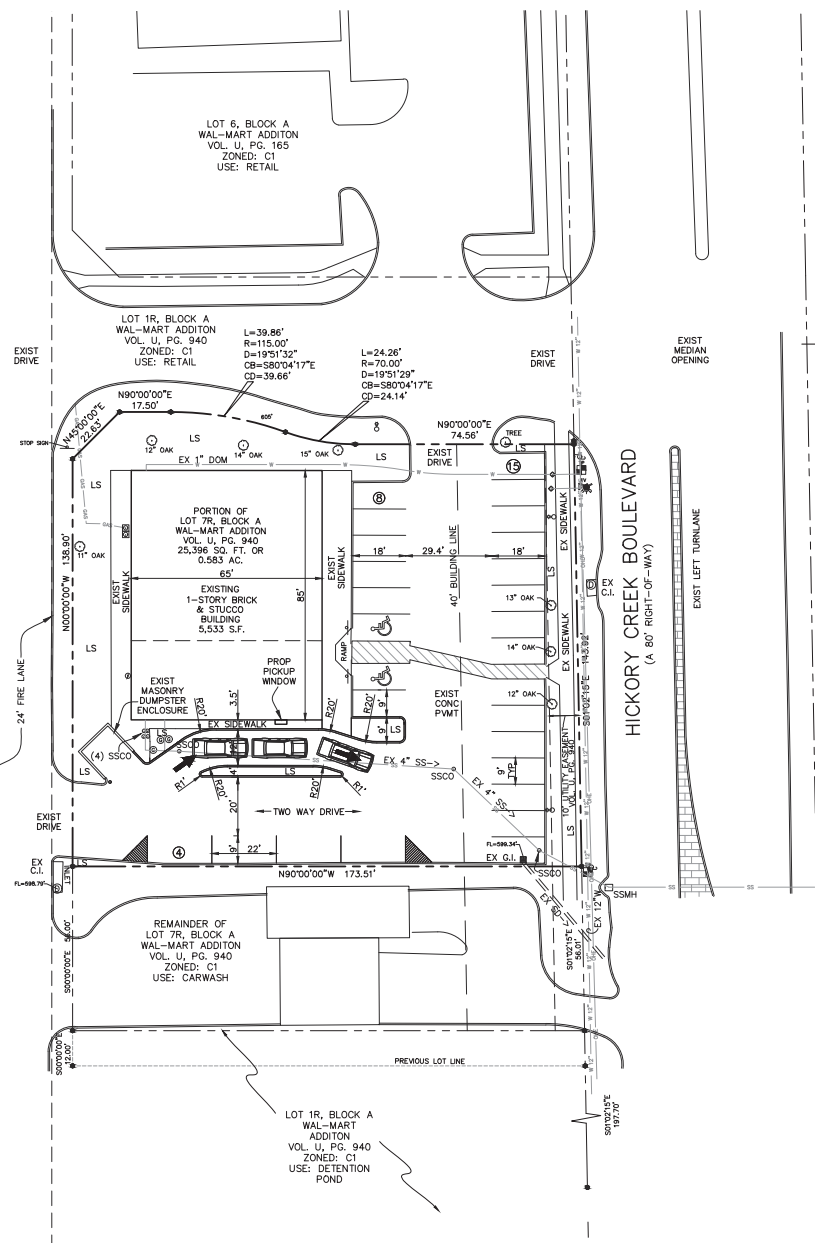
We believe we have addressed the comments completely and look forward to your final approval. If you have any additional questions or comments, please let me know.

Sincerely,
Vasquez Engineering, L.L.C.

Juan J. Vasquez

Juan J. Vasquez, P.E.
President

LOT 1R, BLOCK A
WAL-MART ADDITION
VOL. U, PG. 940
ZONED: C1
USE: RETAIL



NOTES:

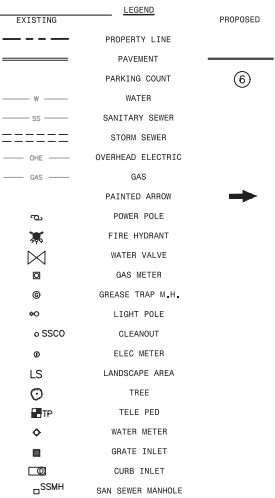
1. TOPOGRAPHIC SURVEY PREPARED BY PEISER SURVEYING, LLC DATED DECEMBER 24, 2020.
2. REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
3. ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF BUILDING OR AS OTHERWISE NOTED.
4. REFERENCE CIVIL ENGINEERING PLANS FOR SITE DESIGN.
5. ALL CURB RADII NOT LISTED ARE 2' FACE OF CURB.
6. REFERENCE LANDSCAPE PLANS FOR SITE LANDSCAPE DESIGN.

FLOOD CERTIFICATE:

AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR DENTON COUNTY, THE SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA (100 YEAR FLOOD), MAP DATE 06/19/2020 COMMUNITY PANEL NO. 4812100393H SUBJECT LOT IS LOCATED IN ZONE "X".

SITE SUMMARY TABLE

Site Address	1004 HICKORY CREEK BLVD.
County	DENTON
Project Name	DOMINO'S
Zoning District	C1
Proposed use	RETAIL RESTAURANT
Site Area	0.568 Acres / 25,396 S.F.
Building Area	5,533 S.F.
Building Height	1 Story
Lot Coverage	5,533 / 25,396 = 21.79%
Floor Area Ratio	5,533 S.F. / 25,396 = 1:21.79
Parking Required: RETAIL	(3,753 S.F.) / 1,200 = 19 SPACES
RESTAURANT	(1,780 S.F.) = 8 SPACES
(1 SPC FOR EACH 3 SEATS, NO SEATING MIN 5 SPCS)	
Parking Provided:	Total Required = 24 SPACES
Parallel	= 21 SPACES
Handicap	= 4 SPACES
Total	= 27 SPACES
Impervious Area:	21,212 S.F.
Impervious Area Ratio:	21,212 S.F. / 25,396 = 83.52%
Pervious Area Ratio:	4,184 S.F. / 25,396 = 16.48%



TOWN PROJECT NO:
SITE PLAN
WAL-MART ADDITION
PORTION OF LOT 7R, BLOCK A
VOL. U, PG. 940
0.583 ACRES
J.W. SIMMONS SURVEY,
ABSTRACT NO. 1163
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS
FEBRUARY 01, 2021

DEVELOPER/OWNER
J&A CAPITAL ASSETS LTD.
ROBERT GAVITT
3505 YUCCA DRIVE
SUITE 100
FLOWER MOUND, TEXAS
214-808-0420 TELE

ENGINEER
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LF 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

VASQUEZ ENGINEERING, L.L.C.
1919 S. Shiloh Road
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

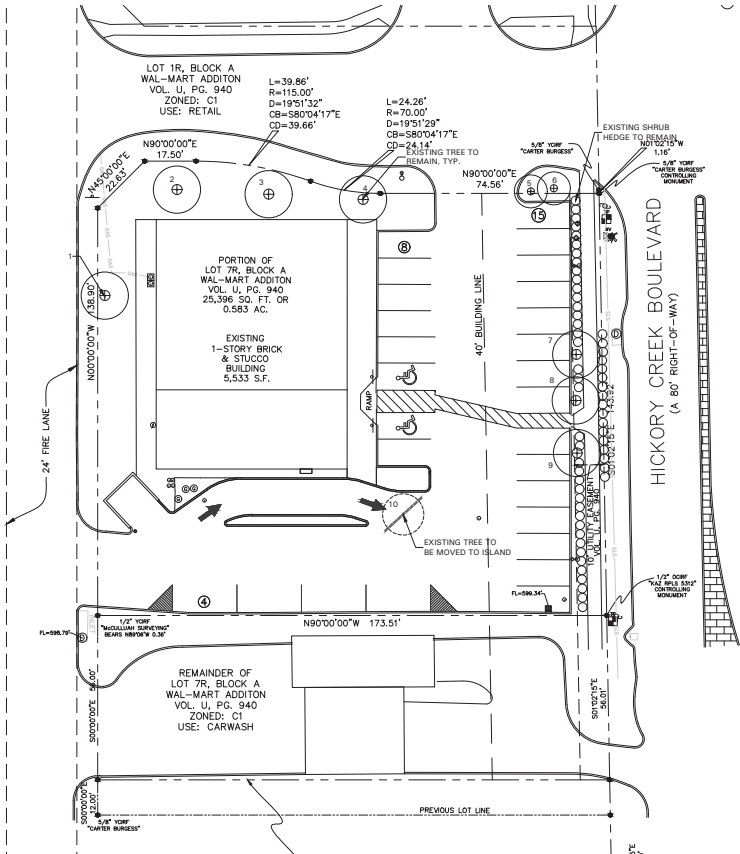
RESUBMITTED FOR
PUBLIC REVIEW AND
COMMENTS. THIS IS A
PRELIMINARY PLAN
AND IS NOT TO BE USED
FOR CONSTRUCTION.
UNLESS OTHERWISE
NOTED, SEE PLAN.

DEVELOPER:
J&A CAPITAL ASSETS LTD.
ROBERT GAVITT
3505 YUCCA DRIVE
SUITE 100
FLOWER MOUND, TX 75028

SITE PLAN
DOMINO'S PIZZA
1004 HICKORY CREEK BLVD
FLOWER MOUND, TX 75028
DENTON COUNTY, TEXAS

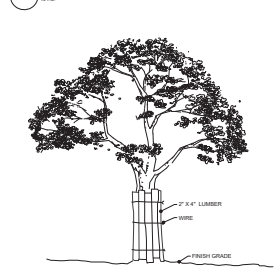
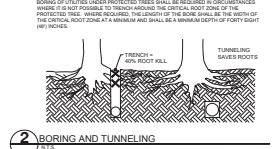
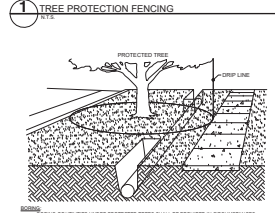
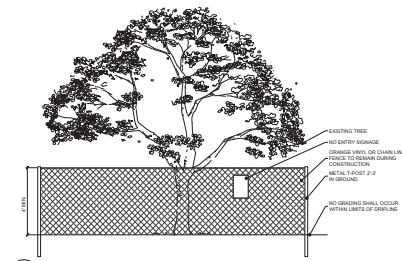
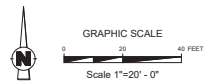
Scale: 1" = 20'
Designed by: JJJ
Drawn by: JMM
Checked by: JJJ
ETD:10/18/21 9:18 AM
Date: 02/01/2021

SHEET
SP1



TREE PRESERVATION LEGEND

- TREE TO BE TRANSPLANTED
- TREE TO REMAIN
- TREE PRESERVATION FENCING



WHERE PROTECTED TREE REMAINS IN THE IMMEDIATE AREA OF AIRBORNE CONSTRUCTION, AND THE TREE MAY BE IN DANGER OF BEING DAMAGED BY CONSTRUCTION EQUIPMENT OR OTHER ACTIVITY, THE CONTRACTOR OR SUBCONTRACTOR SHALL PROTECT THE TREE WITH A 4\"/>

3 BARK PROTECTION

TREE PRESERVATION NOTES

CONSTRUCTION METHODS:

TRENCHING: ALL TRENCHING SHALL BE DESIGNED TO AVOID TRENCHING ACROSS CRITICAL ROOT ZONES OF ANY PROTECTED TREE. THE PLACEMENT OF UNDERGROUND UTILITIES SHALL BE LIMITED TO THE CRITICAL ROOT ZONE ENCOURAGED TO BE LOCATED OUTSIDE THE CRITICAL ROOT ZONE. TRENCHING FOR AIRBORNE EXISTING SHALL BE PLACED OUTSIDE THE CRITICAL ROOT ZONE EXCEPT THE MINIMUM REQUIRED SHAKE HEAD SUPPLY LINE. THIS LINE IS ALLOWED TO EXTEND INTO THE CRITICAL ROOT ZONE PERPENDICULAR TO THE TREE TRUNK WITH THE LEAST POSSIBLE DISTURBANCE.

TREES TO BE REMOVED: ALL TREES TO BE REMOVED FROM THE SITE SHALL BE FLAGGED BY THE CONTRACTOR WITH BRIGHT RED VINYL TAPE WRAPPED AROUND THE MAIN TRUNK AT A HEIGHT OF FOUR (4) FEET ABOVE GRADE.

TREES TO REMAIN: ALL TREES TO REMAIN, AS NOTED ON DRAWINGS, SHALL HAVE PROTECTIVE FENCING LOCATED AT THE TREES DRIP LINE. THE PROTECTIVE FENCING SHALL BE LOCATED AS INDICATED ON THE TREE PROTECTION DETAIL.

EXISTING TREES NOTED TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION FROM DAMAGE AND COMPACTION OF SOIL UNDER AND AROUND DRIP LINE OF TREE.

UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR PRUNE ANY PORTION OF THE DAMAGED TREE WITHOUT THE PRIOR APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

PROHIBITED ACTIVITIES IN CRITICAL ROOT ZONE:
THE FOLLOWING ACTIVITIES ARE PROHIBITED IN THE AREAS NOTED AS THE CRITICAL ROOT ZONE:

MATERIAL STORAGE: NO MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE CRITICAL ROOT ZONE OF ANY PROTECTED TREE.

EQUIPMENT CLEANING/LIQUID DISPOSAL: NO EQUIPMENT SHALL BE CLEANED, OR OTHER LIQUIDS DEPOSITED OR ALLOWED WITHIN THE LIMITS OF THE CRITICAL ROOT ZONE OF A PROTECTED TREE. THIS INCLUDES, WITHOUT LIMITATION, PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR SIMILAR MATERIALS.

TREE ATTACHMENTS: NO SIGNS, WIRES, OR OTHER ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY PROTECTED TREE.

VEHICULAR TRAFFIC: NO VEHICULAR AND/OR CONSTRUCTION EQUIPMENT, TRAFFIC OR PARKING SHALL TAKE PLACE WITHIN THE LIMITS OF THE CRITICAL ROOT ZONE OF ANY PROTECTED TREE OTHER THAN AN EXISTING STREET PAVEMENT.

GRADING CHANGES: A MINIMUM OF 75% OF THE DRIP LINE AND ROOT ZONE SHALL BE PRESERVED AT NATURAL GRADE. ANY FINE GRADING DONE WITHIN THE CRITICAL ROOT ZONE OF THE PROTECTED TREES MUST BE DONE WITH LIGHT MACHINERY SUCH AS A ROBOCAT OR LIGHT TRACTOR. NO EARTH MOVING EQUIPMENT WITH TRACKS IS ALLOWED WITHIN THE CRITICAL ROOT ZONE OF THE TREES.

PROCEDURES REQUIRED PRIOR TO CONSTRUCTION:
PRIOR TO CONSTRUCTION, THE CONTRACTOR OR SUBCONTRACTOR SHALL CONSTRUCT AND MAINTAIN, FOR EACH PROTECTED TREE ON A CONSTRUCTION SITE, A PROTECTIVE FENCING WHICH ENCLOSES THE OUTER LIMITS OF THE CRITICAL ROOT ZONE OF THE TREE TO PROTECT IT FROM CONSTRUCTION ACTIVITY. ALL PROTECTIVE FENCING SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF ANY SITE WORK, AND REMAIN IN PLACE UNTIL ALL EXTERIOR WORK HAS BEEN COMPLETED.

BARK PROTECTION: IN SITUATIONS WHERE A PROTECTED TREE REMAINS IN THE IMMEDIATE AREA OF INTENDED CONSTRUCTION, AND THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE DETERMINES THE TREE BARK TO BE IN DANGER OF DAMAGE BY CONSTRUCTION EQUIPMENT OR OTHER ACTIVITY, THE CONTRACTOR OR SUBCONTRACTOR SHALL PROTECT THE TREE BY ENCASEMENT OF THE ENTIRE CRITICAL ROOT ZONE OF THE TREE WITH A 4\"/>

NO.	CALIPER	TREE SPECIES	REMAIN/REMOVE	NOTES
1	11	OAK	TO REMAIN	
2	12	OAK	TO REMAIN	
3	14	OAK	TO REMAIN	
4	15	OAK	TO REMAIN	
5		CREPE MYRTLE	TO REMAIN	
6		CREPE MYRTLE	TO REMAIN	
7	13	OAK	TO REMAIN	
8	14	OAK	TO REMAIN	
9	12	OAK	TO REMAIN	
10	13	OAK	TO BE TRANSPLANTED	
TOTAL ON SITE				104
TOTAL TO BE REMOVED				0

CITY PROJECT NO:
TREE PRESERVATION PLAN
PORTION OF WAL-MART ADDITION
LOT 7R , BLOCK A
VOL. U, PG. 940
0.583 ACRES
J.W.SIMMONS SURVEY,
ABSTRACT NO. 1163
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS
JANUARY 06, 2021



AWR Design, LLC
1111 West 17th Street
Arlene, Texas 75009
www.awrdesign.com
P: 972.317.5580

DEVELOPER
J&A CAPITAL ASSETS LTD.
ROBERT GAVITT
3505 YUCCA DRIVE
SUITE 100
FLOWER MOUND, TEXAS
214-808-0420

ENGINEER
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELL
972-271-1383 FAX

VASQUEZ ENGINEERING, L.L.C.
1919 S. Shiloh Road
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12286



DEVELOPER:
J&A CAPITAL ASSETS LTD.
ROBERT GAVITT
3505 YUCCA DRIVE
SUITE 100
FLOWER MOUND, TEXAS 75028

TREE PRESERVATION PLAN
DOMINO'S PIZZA
1104 HICKORY CREEK BLVD
SUITE 100
FLOWER MOUND, TEXAS

Scale: 1" = 20'
Designed by: JJV
Drawn by: JMM
Checked by: JJV
Date: 01/06/2021

SHEET
L1.1

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0301-__**

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, TEXAS AND DFW BOAT CHARTERS, LLC.; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and DFW Boat Charters, LLC. (hereinafter the "Agreement") for the use of the Town’s public property to access Lake Lewisville and certain economic development matters, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 1st day of March, 2021.

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

AGREEMENT

THIS AGREEMENT is made and entered into this the 1st day of March, 2021, by and between the **Town of Hickory Creek**, a Texas Type-A municipality (the “Town”) and **DFW Boat Charters LLC**, a Texas limited liability company operating with EIN #85-1828844 (“Operator;” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Operator seeks to utilize certain parkland within the Town, which is under the control and supervision of the Town (the “Property”);

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

WHEREAS, this Agreement is for the commercial operations of Operator’s delivery of rental watercrafts only to clients with prior paid reservations;

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

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

I.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and for other good and valuable consideration described herein, the Parties agree that Operator shall:

- 1.1 Obtain a permit related to the commercial use of boat ramps and payment of any applicable fees.
- 1.2 Maintain and provide the Town with proof of adequate commercial liability insurance coverage with a minimum of \$1 million liability coverage.
- 1.3 Provide business name, Federal Tax Identification Number, State Tax Identification Number, business address, and business phone numbers to the Town. Any changes to this information must be provided to the Town within 5 business days.
- 1.4 Provide 24-hour emergency contact information to the Town.
- 1.5 DFW Boat Charters, LLC shall be allowed to conduct operations in Sycamore Bend Park only.
- 1.6 Conduct operations during posted park hours only. There shall be no overnight storage of vehicles or equipment in the park, on its grounds, or on adjacent waters.

- 1.7 Launch all commercially owned equipment in an expedient manner and clear boat launch ramp for public use.
- 1.8 Dry dock all rental equipment at bank. There shall be no staging at courtesy dock before rental client's arrival.
- 1.9 Tie to courtesy dock for no more than **fifteen (15)** minutes to load client's personal supplies.
- 1.10 Communicate any and all operations instructions to clients while dry docked or during the initial rental transaction as to not tie up the courtesy dock for an extended period of time.
- 1.11 Not set up business operations in the park or on its grounds, other than the storage and delivery of rental equipment described above.
- 1.12 Not allow more than one piece of rental equipment to be tied to courtesy dock at any given time thereby allowing public access.
- 1.13 Not park vehicles and trailers in "no parking" areas blocking roadway or creating other hazards.
- 1.14 Register all tow vehicles and trailers with the Town and display a valid annual Park Pass. Unattached trailers shall be allowed with a valid annual Parking Pass, issued by the Town, provided such vehicles are stored in the designated area. Fees for all Passes shall be those established for normal use by the Town Council.
- 1.15 Park all commercial vehicles or equipment at the farthest northwest end of the parking lot as directed by the Town.
- 1.16 Comply with all provisions of the Town of Hickory Creek's Code of Ordinances.

II. Term

This Agreement shall commence on the date executed by each of the parties hereto and shall terminate one (1) year from the date of approval. Any additional term(s) shall be at the sole discretion of the Town Council.

III. Governmental Immunity

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

IV.

General Provisions

- 4.1 **Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
- 4.2 **Choice of Law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Denton County, Texas, United States of America.
- 4.3 **Authority to enter into Agreement.** Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Operator represents that he or she is authorized to sign on behalf of Operator and Agrees to provide proof of such authorized to the Town upon request.
- 4.4 **Agreement read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 4.5 **Notice.** All notices and documents required herein shall be sent and provided to the Parties at the contact information listed below.

OPERATOR: 7611 Capella Court
Plano, Texas 75025
Attn.: Justin Thomure
314-800-7987 (cell)
dfwboatcharters@gmail.com

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

With copies to: Dorwin Sargent, III, Town Attorney
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory, Suite 100
Denton, Texas 76201
855.812.4757 (Facsimile)

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

IN WITNESS, WHEREOF, the Parties enter into this Agreement on the 1st day of March, 2021.

DFW BOAT CHARTERS, LLC.

By: _____
Justin Thomure, Managing Partner

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

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

Given under my hand and seal of office this _____ day of _____, 2021

Notary Public, State of Texas

TOWN OF HICKORY CREEK, TEXAS

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

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

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

Given under my hand and seal of office this _____ day of _____, 2021

Notary Public, State of Texas

DFW Boat Charters
7612 Capella Court, Plano TX, 75025
314-800-7987 | DFWBoatCharters@gmail.com

February 14, 2020

Town of Hickory Creek Council
Hickory Creek, Texas

Dear Council Members:

Please accept this letter of application to operate our boat rental business in the Town of Hickory Creek, specifically sycamore bend park.

In past summers we have operated out of area parks by providing thousands of people with an opportunity to enjoy boating experiences on Lake Lewisville. We have one of a kind customer service (all of our 35+ reviews online are 5 stars, nothing less) and take the safety of our clients very seriously by ensuring that they know all the rules of the lake. We at DFW Boat Charters operate our business in a proper manner, respectful of all fellow boaters. We take the time to ensure that the boat dock we use is freed up for park visitors to use and often reach out to individuals using the dock to help them park their boat and tie up properly. Our employees have a firm understanding that recreational use of your beautiful park comes first.

We provide our clients a wide array of activities to partake in at the lake, whether swimming, waterskiing, fishing, tubing, wakeboarding or simply cruising around the Lake. Dallas is very unique in that it has so many wonderful lakes and we greatly enjoy providing our boats and our one of a kind service to our clients.

I, Justin Thomure, as the owner of the company, run all operations. I have a day job in insurance and work as an actuary for a large healthcare company creating models to price our different healthcare products communicating our findings with higher management. I believe that through rigorous schooling and my job responsibilities I am able to maintain a high level of professionalism and ensure proper communication with clients. If I am to be approved, communication with the city will be first and foremost to ensure that this is a mutually beneficial agreement.

In light of summer approaching, we are requesting that the Council approve our permit to operate our business during the year 2021 at Arrowhead Park, Leg 1. We would be very grateful for the opportunity to provide our services in Hickory Creek, with your support.

Please let us know any concerns that you may have. I understand that this is a big

decision for the city. I would be happy to discuss further the operation specifics or to simply build credibility for myself in any way that I can.

We much appreciate your consideration and, if approved, look forward to maintaining a relationship with the Town of Hickory Creek for years to come.

Sincerely,

Justin J. Thomure

February 23, 2021

To the Town of Hickory Creek, Mayor Clark , Town Council Members and Town Administrator:

At this time, I would like to tender my resignation as Hickory Creek Councilmember Place 1. I made the decision not to seek re-election in 2021 due to a more demanding work schedule which conflicts with town council meetings. It is in the best interest of the Town to allow the unopposed candidate, Randy Gibbons, the opportunity to begin working on behalf of our Town immediately, rather than waiting until May. It has been an honor to serve our great Town and I look forward to the future of Hickory Creek.

Best Regards,

Tracee Elrod

Tracee Elrod

Town of Hickory Creek Councilmember Place 1

Racial Profiling Report

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

1. Gender			
FEMALE	ALASKA NATIVE/ AMERICAN INDIAN	0.10%	1
	ASIAN/ PACIFIC ISLANDER	5.25%	51
	BLACK	21.73%	211
	HISPANIC/ LATINO	4.02%	39
	WHITE	68.90%	669
			100.00%
MALE	ALASKA NATIVE/ AMERICAN INDIAN	0.41%	8
	ASIAN/ PACIFIC ISLANDER	6.51%	128
	BLACK	18.76%	369
	HISPANIC/ LATINO	8.80%	173
	WHITE	65.53%	1,289
		100.00%	1,967
Total			2,938
2. Race or Ethnicity			
ALASKA NATIVE/AMERICAN INDIAN		0.31%	9
ASIAN/PACIFIC ISLANDER		6.09%	179

8. Was Contraband Discovered?			
N	ASIAN/ PACIFIC ISLANDER	13.33%	2
	BLACK	13.33%	2
	HISPANIC/ LATINO	6.67%	1
	WHITE	66.67%	10
		100.00%	15
Y	ASIAN/ PACIFIC ISLANDER	2.86%	1
	BLACK	8.57%	3
	HISPANIC/ LATINO	25.71%	9
	WHITE	62.86%	22
		100.00%	35
Total			50

9. Description of Contraband			
ALCOHOL	BLACK	25.00%	1
	HISPANIC/ LATINO	50.00%	2
	WHITE	25.00%	1
		100.00%	4
DRUGS	ASIAN/ PACIFIC ISLANDER	4.55%	1
	BLACK	4.55%	1

Racial Profiling Report

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

2. Race or Ethnicity			
BLACK	19.74%	580	
HISPANIC/LATINO	7.22%	212	
WHITE	66.64%	1,958	
Total	100.00%	2,938	

3. Was Race or Ethnicity Known Prior to Stop?			
N	98.03%	2,880	
Y	1.97%	58	
Total	100.00%	2,938	

4. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/ AMERICAN INDIAN	0.27%	7
	ASIAN/ PACIFIC ISLANDER	6.09%	156
	BLACK	20.03%	513
	HISPANIC/ LATINO	6.44%	165
	WHITE	67.16%	1,720
		100.00%	2,561
PRE EXISTING KNOWLEDGE	ASIAN/ PACIFIC ISLANDER	33.33%	3
	BLACK	11.11%	1

9. Description of Contraband			
DRUGS	HISPANIC/ LATINO	31.82%	7
	WHITE	59.09%	13
		100.00%	22
OTHER	BLACK	18.18%	2
	WHITE	81.82%	9
		100.00%	11
Total			37

10. Result of the Stop			
CITATION	ALASKA NATIVE/ AMERICAN INDIAN	0.30%	7
	ASIAN/ PACIFIC ISLANDER	6.57%	152
	BLACK	20.02%	463
	HISPANIC/ LATINO	7.57%	175
	WHITE	65.54%	1,516
		100.00%	2,313
CITATION AND ARREST	BLACK	14.29%	1
	WHITE	85.71%	6
		100.00%	7
WRITTEN WARNING	ALASKA NATIVE/ AMERICAN INDIAN	0.32%	2

Racial Profiling Report

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

4. Reason for Stop?			
PRE EXISTING KNOWLEDGE	HISPANIC/LATINO	22.22%	2
	WHITE	33.33%	3
		100.00%	9
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.70%	2
	ASIAN/PACIFIC ISLANDER	4.90%	14
	BLACK	17.83%	51
	HISPANIC/LATINO	13.99%	40
	WHITE	62.59%	179
		100.00%	286
VIOLATION OF LAW	ASIAN/PACIFIC ISLANDER	7.32%	6
	BLACK	18.29%	15
	HISPANIC/LATINO	6.10%	5
	WHITE	68.29%	56
		100.00%	82
Total			2,938

5. Street Address or Approximate Location of the Stop	
CITY STREET	942
COUNTY ROAD	2

10. Result of the Stop			
WRITTEN WARNING	ASIAN/PACIFIC ISLANDER	4.38%	27
	BLACK	18.64%	115
	HISPANIC/LATINO	6.00%	37
	WHITE	70.66%	436
		100.00%	617
WRITTEN WARNING AND ARREST	BLACK	100.00%	1
		100.00%	1
Total			2,938

11. Arrest Based On			
OUTSTANDING WARRANT	BLACK	50.00%	2
	WHITE	50.00%	2
		100.00%	4
VIOLATION OF PENAL CODE	WHITE	100.00%	4
		100.00%	4
Total			8

12. Was Physical Force Resulting in Bodily Injury Used During Stop?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.31%	9

Racial Profiling Report

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

5. Street Address or Approximate Location of the Stop	
PRIVATE PROPERTY OR OTHER	4
STATE HIGHWAY	1,129
US HIGHWAY	861
Total	2,938

6. Was a Search Conducted?			
N	ALASKA NATIVE/ AMERICAN INDIAN	0.31%	9
	ASIAN/ PACIFIC ISLANDER	6.09%	176
	BLACK	19.91%	575
	HISPANIC/ LATINO	6.99%	202
	WHITE	66.69%	1,926
		100.00%	2,888
Y	ASIAN/ PACIFIC ISLANDER	6.00%	3
	BLACK	10.00%	5
	HISPANIC/ LATINO	20.00%	10
	WHITE	64.00%	32
		100.00%	50
Total			2,938

12. Was Physical Force Resulting in Bodily Injury Used During Stop?			
N	ASIAN/ PACIFIC ISLANDER	6.09%	179
	BLACK	19.74%	580
	HISPANIC/ LATINO	7.22%	212
	WHITE	66.64%	1,958
		100.00%	2,938
Total			2,938

13. Was Arrest Due to Contraband Found?			
N	BLACK	33.33%	2
	WHITE	66.67%	4
		100.00%	6
Total			6

Racial Profiling Report

7. Reason for Search?			
CONSENT	BLACK	20.00%	3
	WHITE	80.00%	12
		100.00%	15
CONTRABAND IN PLAIN VIEW	HISPANIC/ LATINO	66.67%	2
	WHITE	33.33%	1
		100.00%	3
INCIDENT TO ARREST	ASIAN/ PACIFIC ISLANDER	66.67%	2
	WHITE	33.33%	1
		100.00%	3
INVENTORY	HISPANIC/ LATINO	50.00%	1
	WHITE	50.00%	1
		100.00%	2
NO SEARCH	ALASKA NATIVE/ AMERICAN INDIAN	0.31%	9
	ASIAN/ PACIFIC ISLANDER	6.09%	176
	BLACK	19.91%	575
	HISPANIC/ LATINO	6.99%	202
	WHITE	66.69%	1,926
		100.00%	2,888
PROBABLE CAUSE	ASIAN/ PACIFIC ISLANDER	3.70%	1
	BLACK	7.41%	2

Racial Profiling Report

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

7. Reason for Search?			
PROBABLE CAUSE	HISPANIC/LATINO	25.93%	7
	WHITE	62.96%	17
		100.00%	27
Total			2,938

Racial Profiling Report | Full

Agency Name: HICKORY CREEK POLICE DEPT.
Reporting Date: 02/22/2021
TCOLE Agency Number: 121206

Chief Administrator: CAREY W. DUNN

Agency Contact Information:
Phone: (940) 497-2528
Email: carey.dunn@hickorycreek-tx.gov

Mailing Address:
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065

This Agency filed a full report

HICKORY CREEK POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HICKORY CREEK POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HICKORY CREEK POLICE DEPT. if the individual believes that a peace officer employed by the HICKORY CREEK POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HICKORY CREEK POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the HICKORY CREEK POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HICKORY CREEK POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Carey W. Dunn
Chief

Date: 02/22/2021

Total stops: 2938

Street address or approximate location of the stop

City street	942
US highway	861
County road	2
State highway	1129
Private property or other	4

Was race or ethnicity known prior to stop?

Yes	58
No	2880

Race / Ethnicity

Alaska Native / American Indian	9
Asian / Pacific Islander	179
Black	580
White	1958
Hispanic / Latino	212

Gender

Female	971
Alaska Native / American Indian	1
Asian / Pacific Islander	51
Black	211
White	669
Hispanic / Latino	39
Male	1967
Alaska Native / American Indian	8
Asian / Pacific Islander	128
Black	369
White	1289
Hispanic / Latino	173

Reason for stop?

Violation of law	82
Alaska Native / American Indian	6
Asian / Pacific Islander	0
Black	15
White	56

Hispanic / Latino	5
Preexisting knowledge	9
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	1
White	3
Hispanic / Latino	2
Moving traffic violation	2561
Alaska Native / American Indian	7
Asian / Pacific Islander	156
Black	513
White	1720
Hispanic / Latino	165
Vehicle traffic violation	286
Alaska Native / American Indian	2
Asian / Pacific Islander	14
Black	51
White	179
Hispanic / Latino	40
Was a search conducted?	
Yes	50
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	5
White	32
Hispanic / Latino	10
No	2888
Alaska Native / American Indian	9
Asian / Pacific Islander	176
Black	575
White	1926
Hispanic / Latino	202
Reason for Search?	
Consent	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	12

Hispanic / Latino	0		
Contraband	3		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	2		
Probable	27		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	2		
White	17		
Hispanic / Latino	7		
Inventory	2		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	1		
Incident to arrest	3		
Alaska Native / American Indian	0		
Asian / Pacific Islander	2		
Black	0		
White	1		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	35	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	1	Yes 0	No 1
Black	3	Yes 2	No 1
White	22	Yes 4	No 18
Hispanic / Latino	9	Yes 0	No 9
No	15		
Alaska Native / American Indian	0		
Asian / Pacific Islander	2		
Black	2		
White	10		
Hispanic / Latino	1		

Description of contraband	
Drugs	22
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	13
Hispanic / Latino	7
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	2
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	9
Hispanic / Latino	0
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	617
Alaska Native / American Indian	2
Asian / Pacific Islander	27
Black	115
White	436
Hispanic / Latino	37
Citation	2313
Alaska Native / American Indian	7
Asian / Pacific Islander	152
Black	463
White	1516
Hispanic / Latino	175
Written warning and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Citation and arrest	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	6
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	4
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	2
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	2938
Alaska Native / American Indian	9
Asian / Pacific Islander	179
Black	580
White	1958
Hispanic / Latino	212

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Submitted electronically to the



The Texas Commission on Law Enforcement

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0301-__**

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, TEXAS AND McCROREY FAMILY LIMITED PARTNERSHIP CONCERNING IRRIGATION AND IRRIGATION MAINTENANCE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and McCrorey Family Limited Partnership (hereinafter the “Agreement”) to provide irrigation and irrigation maintenance services to the property, 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 1st day of March, 2021.

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)

MAINTENANCE AGREEMENT

This Agreement is made and entered into as of this ____ day of March, 2021, by and between the Town of Hickory Creek, Texas (the “Town”) and the McCrorey Family Limited Partnership (the “MFLP”), acting by and through their respective duly authorized officers.

WHEREAS, the Town is the owner of a parcel of real estate (the “Property”) located within the Town of Hickory Creek more particularly identified on the attached Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the Town desires to engage MFLP to provide irrigation and irrigation maintenance services at the Property; and

WHEREAS, MFLP desires to maintain and irrigate the Property for term of this Agreement; and

NOW, THEREFORE, the MFLP and the Town agree as follows:

1. MFLP shall irrigate the Property in a reasonable amount, and at appropriate times, sufficient to ensure that the vegetation on the Property remains living and healthy during the term of this Agreement.
2. MFLP shall maintain the irrigation system located on the Property to ensure that it is in good working order, and without leaks, for the duration of the term of this Agreement.
3. MFLP shall mow, fertilize, and trim the vegetation on the Property to the standards required in the Town’s Code of Ordinances.
4. The Town shall permit MFLP access to the Property for the purposes of fulfilling its obligations under Section 1-3 above, and for non-exclusive use as a hike and bike path.
5. Term. This Agreement becomes effective upon its execution date, and shall remain in effect until terminated or modified as hereinafter provided.
6. Termination. It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.
7. Amendments. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

8. Choice of Law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Denton County, Texas, United States of America.
9. Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Operator represents that he or she is authorized to sign on behalf of Operator and Agrees to provide proof of such authorization to the Town upon request.
10. The Town is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, Town does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act.

TOWN OF HICKORY CREEK

By: _____
LYNN C. CLARK, MAYOR

**MCCROREY FAMILY LIMITED
PARTNERSHIP**

By: _____

ATTEST:

KRISTI K. ROGERS, TOWN SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

DORWIN L. SARGENT, III, TOWN ATTORNEY

BY: _____