



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, MAY 12, 2025, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Presentation of Awards

1. 2025 Female Athlete of the Year
2. 2025 Male Athlete of the Year
3. 2025 Scholars of the Year

Proclamations

- [4.](#) National Police Week

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

- [5.](#) April 2025 Council Meeting Minutes
- [6.](#) April 2025 Financial Statements
- [7.](#) Consider and act on a resolution designating Kasey Mack as the 2025 Female Athlete of the Year.
- [8.](#) Consider and act on a resolution designating Jadon Jones as the 2025 Male Athlete of the Year.
- [9.](#) Consider and act on a resolution designating Sophia Valderrey as the 2025 Founders Classical Academy Scholar of the Year.
- [10.](#) Consider and act on a resolution designating Amelia Banyaga as the 2025 Lake Dallas High School Scholar of the Year.
- [11.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal cooperative agreement between the Town of Hickory Creek and the County of Denton concerning police radio communication services.
- [12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning dispatch services.
- [13.](#) Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and Denton County, a political subdivision of the State of Texas for ad valorem tax collection.
- [14.](#) Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and Denton County, a political subdivision of the State of Texas for Hickory Creek Public Improvement District No.1 assessment collection.
- [15.](#) Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and Denton County, a political subdivision of the State of Texas for Hickory Creek Public Improvement District No. 2 assessment collection.
- [16.](#) Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and Denton County, a political subdivision of the State of Texas for Hickory Farms Public Improvement District assessment collection.

Regular Agenda

- [17.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, canvassing returns and declaring results of a General Election held May 3, 2025, for the purpose of electing Councilmembers to Place 1, Place 3, and Place 5.
18. Presentation of Certificates of Election and Administration of Oaths of Office to candidates elected.
- [19.](#) Consider and act on appointments to the Arts and Culture Board.
- [20.](#) Consider and act on appointments to Board of Adjustments.
- [21.](#) Consider and act on appointments to the Code of Ethics Board.
- [22.](#) Consider and act on an appointment to the Economic Development Corporation.
- [23.](#) Consider and act on appointments to the Parks and Recreation Board.
- [24.](#) Consider and act on appointments to the Planning and Zoning Commission.
- [25.](#) 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 Halff Associates, Inc. concerning Hickory Creek Leisure Center Phase 1.
- [26.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, nominating one candidate to a slate of nominees for the board of managers of the Denco Area 9-1-1 District.
27. Consider and act on appointment of Mayor Pro Tem.
28. Consider and act on appointing councilmembers as liaisons for various boards and commissions.
29. Receive update from Chief Carey Dunn, regarding the event held on April 26, 2025 at Westlake Park. and discuss same.
30. Receive update from John Smith, Town Manager, regarding the amphitheater construction and discuss same.
31. Receive update from John Smith, Town Manager, regarding the Pratt Nature Preserve & Observatory and discuss same.
32. Receive update from John Smith, Town Manager, regarding Republic Services and discuss same.

Executive Session

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

Section 551.071

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

33. Litigation regarding Denton CAD Property ID# 62326.

Section 551.074

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

34. Town Attorney

35. Town Manager

Reconvene into Open Session

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

Future Agenda Items

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

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on May 7, 2025 at 4:45 p.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Town of Hickory Creek Police Department; and
- WHEREAS,** since the first recorded death in 1786, there are currently more than 24,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and
- WHEREAS,** the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and
- WHEREAS,** 345 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 148 officers killed in 2024 and 197 officers killed in previous years; and
- WHEREAS,** the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 37th Candlelight Vigil, on the evening of May 13, 2025; and
- WHEREAS,** the Candlelight Vigil is part of National Police Week, which will be observed this year on May 11th – 17th; and
- WHEREAS,** May 15th is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

NOW, THEREFORE, I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, will observe May 11th – May 17th as National Police Week in the Town of Hickory Creek, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

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 12th day of May, 2025.

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**FIRST AMENDED REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, APRIL 28, 2025**

MINUTES

Call to Order

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

Roll Call

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Nick Wohr

Councilmember Chris Gordon

Councilmember Ian Theodore

The following member was absent:

Councilmember Randy Gibbons

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Trey Sargent, Town Attorney

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

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

Invocation

Councilmember Theodore gave the invocation.

Presentation of Awards

1. 2024 Business of the Year

Mayor Clark presented the 2024 Business of the Year award to Roma Ristorante Italiano.

2. 2024 Citizens of the Year

Mayor Clark presented the 2024 Citizens of the Year award to Joe and Sandra Flowers.

3. Jack Mears

Mayor Clark presented a plaque of appreciation to Jack Mears for completing his Eagle Scout project.

Proclamations

4. Motorcycle Safety and Awareness

Mayor Clark proclaimed May 2025 as Motorcycle Safety & Awareness Month in the Town of Hickory Creek. Members of Lake Cities ABATE accepted the proclamation.

5. National Safe Digging Month

Mayor Clark proclaimed April 2025 as National Safe Digging Month in the Town of Hickory Creek. Leigh Ferguson accepted the proclamation on behalf of Atmos Energy Corporation.

Items of Community Interest

Thanks to all the volunteers who helped clean Westlake Park on Sunday morning after the event Saturday night.

Public Comment

John Grosskopf, 131 Oakwood Lane, stated after speaking to the Town Council some time ago, a councilmember told a friend he was a rabble-rouser. All others have described him as truth teller, particularly a truth teller to power. He has witnessed a real shortage of truth telling in the room after attending several dozen town council, board and commission meetings and chairing the Parks and Recreation Board. Months ago, several residents and Mr. Grosskopf came before the Town Council regarding serious drainage issues in the Glenview neighborhood, presenting clear and indisputable evidence of the problem, the root causes and solutions, yet the problem continues. The Town signed a drainage easement in 2012 requiring a drainageway and it has repeatedly been demonstrated to be under designed, improperly constructed and maintained as required by the agreement. He would like the Mayor to take responsibility and fix the issue. Signs posted around Town show Hickory Creek's precipitous ratings decline as a Dallas suburb by Big D magazine from number 9 rating in 2008, dropping to 56 in 2024. Despite several proposals and detailed plans for a mixed use town center as well as calls for it in comprehensive plans, nothing has been done and those responsible for this are John Smith since 2006, Lynn Clark and Chris Gordon since 2007, Paul Kenney since 2008 and Ian Theodore.

Ron Furtick, 1500 Turbeville Road, stated he is not a complainer and he views himself also as a truth teller. The administration's bureaucracy has completely broken down. He began working with Lake Cities Municipal Utility Authority a year ago on a project he thought the administration wanted him to build. Once he understood the scope and requirements of the project, the engineering firm he retained prepared a set of project plans and over the next six months the plans went back and forth between his engineering firm and LCMUA. He filled out an application five months ago for a building permit and the Town engineering continues to move the goal posts, at one point wanting him to double the size of the project. It is absurd that the Town has sued him to construct the project and will not issue a building permit. Is this to kick the stuffing out of his family or encourage him to sale his property?

Town of Hickory Creek
April 28, 2025
Page 3

The developer, who is constructing sidewalks in Town, offered to purchase Mr. Furtick's property for one quarter of the price of the last offer he received. It makes him want to give up but instead he has decided to fight by giving it a shot to see what the citizens think. Maybe they do want a future and a downtown.

Gloria Homans, 1500 Turbeville Road, stated she wanted to address Councilmember Theodore. She has a lot of respect for the Town, has grown to love it and thinks the world of those she has met. Social media allows people to hide and a comment was posted stating her husband belongs in hell and should go to hell. She questioned Councilmember Theodore's ethics, character, and who he serves.

Consent Agenda

6. March 2025 Council Meeting Minutes
7. March 2025 Financial Statements
8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, designating Roma Ristorante Italiano the 2024 Business of the Year.
9. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, designating Joe and Sandra Flowers as the 2024 Citizens of the Year.
10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, appointing Chris Chaudoir as the Municipal Building Official.

Motion made by Councilmember Theodore to approve consent agenda items 6 -10,
Seconded by Councilmember Gordon.

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

Regular Agenda

11. Ceremonial Oath of Office and Presentation of Badge to Officer Mauricio Pina.

Chief Dunn administered the Oath of Office to Officer Mauricio Pina.

12. Consider and act on a motion to reconsider the March 24, 2025 denial of a final plat of Lot 1, Block A of Hickory Heights Phase 1-A, 1.934 acres in the M.E.P. & P.R.R. Co. Survey A-915, ETJ Town of Hickory Creek, Denton County, Texas, and discuss consider and act on approval of the same. The property is located at 1180 Sycamore Bend Road.

Motion made by Councilmember Gordon to reconsider the March 24, 2025 denial of a final plat of Lot 1, Block A of Hickory Heights Phase 1-A., Seconded by Councilmember Wohr.

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

Motion made by Councilmember Theodore to approve a final plat of Lot 1, Block A of Hickory Heights Phase 1-A , Seconded by Councilmember Wohr.

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

13. Consider and act on a final plat of Lots 4R and 5R, Block 4, Meadowlake Subdivision, being 1.1113 acres of land, being a replat of Lots 4 & 5, Block 4, Meadowlake Subdivision and A1075A Ramsey, Tract, 33, a 0.560 acre tract, situated in the John Ramsey Survey, Abstract 1075, Town of Hickory Creek, Denton County, Texas. The lots are located in the 100 block of Meadow Lane.

John Smith, Town Manager, and Luis Perez, Innova Design Group, representing the developer, answered questions from the Town Council.

Motion made by Councilmember Gordon to approve a final plat of Lots 4R and 5R, Block 4, Meadowlake Subdivision, being 1.1113 acres of land, being a replat of Lots 4 & 5, Block 4, Meadowlake Subdivision and A1075A Ramsey, Tract, 33, a 0.560 acre tract, situated in the John Ramsey Survey, Abstract 1075, Town of Hickory Creek, Denton County, Texas. The lots are located in the 100 block of Meadow Lane, Seconded by Councilmember Theodore.

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

14. Consider and act on a site and landscape plan for the Reserve at Hickory Creek, Block A, Lots 1-20, Block B, Lots 1-15, Block C - E, Lots 1-12, Block F, Lots 1-14, 1 Block G - K, Lots 1-12, Block M - P, Lots 1-20: 18.8530 acres, 225 residential lots / 16 Blocks / 17 open space lots, being 18.85 acres out of the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

John Smith, Town Manager, and Thomas Mathew, MarketSpace Capital, answered questions from the Town Council.

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

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

15. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute pond maintenance and retaining wall agreements with Reserve at Hickory Creek, LLC.

Motion made by Mayor Pro Tem Kenney to approve 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 pond maintenance and retaining wall agreements with Reserve at Hickory Creek, LLC., Seconded by Councilmember Gordon.

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

16. 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 a concessionaire agreement by and between the Town of Hickory Creek, Texas and WaterToyz, LLC.

John Smith, Town Manager, and Gabriel Garcia, WaterToyz, provided an overview of the rental operation and answered questions from the Town Council.

Motion made by Councilmember Gordon to approve 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 a concessionaire agreement by and between the Town of Hickory Creek, Texas and WaterToyz, LLC. agreement to begin operations May 1st with a fee of \$15,000.00, Seconded by Mayor Pro Tem Kenney.

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

17. Receive an update from Chief Dunn concerning police department activity since the January 2025 council meeting and discuss same.

Chief Dunn provided a debrief on the event held at Westlake park on April 26, 2025. Sergeant Miller graduated from ILEA School of Executive Leadership. Chief Dunn attended the Texas Police Chiefs Association 66th Annual Conference and will complete his mandatory continuing education in May. The K9 team has been invited to participate in the World Police & Fire Games in Birmingham, Alabama. A program to utilize a drone is in the early stages. Equipment has been added to the police boat and the goal is to deploy every other week.

18. Receive update from John Smith, Town Manager, regarding roadway projects and discuss same.

John Smith, Town Manager, updated the Town Council on the following roadway projects: Harbor Lane, Point Vista Road, Carlisle Drive, which is a joint project with Denton County and City of Lake Dallas, Garth Lane and South Hook Street and answered questions from the Town Council.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:23 p.m. to discuss the following matters.

Section 551.071

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

19. Litigation regarding Denton CAD Property ID# 62326.

Reconvene into Open Session

The Town Council reconvened into open session at 8:38 p.m.

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

No action taken.

Future Agenda Items

The following items were requested: continued follow-up of the April 26, 2025 event at Westlake Park, update on the amphitheater, update on the Pratt Nature Preserve and Observatory.

Adjournment

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

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

The meeting did then stand adjourned at 8:40 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 April 30, 2025

	<u>Apr 30, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	28,114.06
BOA - Drug Forfeiture	116,424.08
BOA - Drug Seizure	11.64
BOA - General Fund	568,412.16
BOA - Parks and Recreation	163,953.88
BOA - Payroll	500.00
BOA - Police State Training	5,192.33
Logic 2020 CO's	863,926.98
Logic Animal Shelter Facility	10,985.04
Logic Coronavirus Recovery Fund	54,031.06
Logic Harbor Ln-Sycamore Bend	92,179.19
Logic Investment Fund	11,326,744.66
Logic Turbeville Road	108,809.90
Total Checking/Savings	<u>13,339,284.98</u>
Accounts Receivable	
Municipal Court Payments	13,831.10
Total Accounts Receivable	<u>13,831.10</u>
Total Current Assets	<u>13,353,116.08</u>
TOTAL ASSETS	<u>13,353,116.08</u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
April 2025

	Apr 25
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	8,581.42
4004 M&O Penalties & Interest	757.01
4006 Delinquent M&O	-3,705.00
4008 I&S Debt Service	4,079.85
4010 I&S Penalties & Interest	360.86
4012 Delinquent I&S	-1,866.66
Total Ad Valorem Tax Revenue	8,207.48
Building Department Revenue	
4102 Building Permits	92,612.12
4106 Contractor Registration	150.00
4108 Preliminary/Final Plat	850.00
4110 Prelim/Final Site Plan	13,600.00
Total Building Department Revenue	107,212.12
Franchise Fee Revenue	
4214 Electric	2,116.00
4216 Gas	97,116.41
Total Franchise Fee Revenue	99,232.41
Interest Revenue	
4330 General Fund Interest	5.68
4332 Investment Interest	42,995.11
Total Interest Revenue	43,000.79
Miscellaneous Revenue	
4502 Animal Adoption & Impound	1,527.00
4506 Animal Shelter Donations	72.34
4508 Annual Park Passes	2,184.54
4510 Arrowhead Park Fees	3,000.00
4512 Beer & Wine Permit	30.00
4530 Other Receivables	24,736.10
4536 Point Vista Park Fees	990.00
4550 Sycamore Bend Fees	2,790.00
4564 Task Force Forfeiture	2,548.79
4568 Opiod Settlements	4,918.64
Total Miscellaneous Revenue	42,797.41
Municipal Court Revenue	
4602 Building Security Fund	1,268.45
4604 Citations	42,474.31
4606 Court Technology Fund	1,049.43
4608 Jury Fund	25.34
4610 Truancy Fund	1,266.78
4612 State Court Costs	19,394.57
4614 Child Safety Fee	50.00
Total Municipal Court Revenue	65,528.88
Sales Tax Revenue	
4702 Sales Tax General Fund	156,106.36
4706 Sales Tax 4B Corporation	22,300.91
4708 Sales Tax Mixed Beverage	2,707.48
Total Sales Tax Revenue	181,114.75
Total Income	547,093.84
Gross Profit	547,093.84
Expense	
Capital Outlay	
5010 Street Maintenance	3,150.24

Town of Hickory Creek
Profit & Loss
April 2025

	<u>Apr 25</u>
5012 Streets & Road Improvement	92,411.35
5022 Parks and Rec Improvements	9,064.83
5026 Fleet Vehicles	3,087.78
5032 Denton County TRIP22	-1,026,172.09
Total Capital Outlay	-918,457.89
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	473.39
5208 Copier Rental	309.53
5210 Dues & Memberships	1,581.00
5216 Volunteer/Staff Events	126.97
5218 General Communications	7,816.78
5222 Office Supplies & Equip.	308.95
5224 Postage	1,090.67
5226 Community Cause	227.02
5228 Town Council/Board Expense	1,874.86
Total General Government	13,824.17
Municipal Court	
5312 Court Technology	562.00
5318 Merchant Fees/Credit Cards	1,657.84
5322 Office Supplies/Equipment	-32.13
5324 State Court Costs	67,979.14
5332 Warrants Collected	2,445.82
Total Municipal Court	72,612.67
Parks and Recreation	
5408 Tanglewood Park	22,486.15
Total Parks and Recreation	22,486.15
Parks Corps of Engineer	
5432 Arrowhead	18,254.49
5434 Harbor Grove	1,328.76
5436 Point Vista	1,429.83
5438 Sycamore Bend	1,717.76
Total Parks Corps of Engineer	22,730.84
Personnel	
5502 Administration Wages	31,324.85
5504 Municipal Court Wages	9,723.84
5506 Police Wages	94,618.99
5507 Police Overtime Wages	5,456.35
5508 Public Works Wages	22,165.18
5509 Public Works Overtime Wage	766.76
5510 Health Insurance	23,501.46
5514 Payroll Expense	2,646.30
5516 Employment Exams	660.00
5518 Retirement (TMRS)	23,757.52
5520 Unemployment (TWC)	1,700.77
Total Personnel	216,322.02
Police Department	
5602 Auto Gas & Oil	4,200.93
5606 Auto Maintenance & Repair	2,081.18
5612 Computer Hardware/Software	1,737.34
5614 Crime Lab Analysis	269.36
5616 Drug Forfeiture	22,815.31
5626 Office Supplies/Equipment	339.22
5630 Personnel Equipment	4,967.80
5634 Travel Expense	576.08
5636 Uniforms	2,684.10
5640 Training & Education	1,969.28

7:23 AM

05/07/25

Accrual Basis

Town of Hickory Creek

Profit & Loss

April 2025

	Apr 25
5646 Community Outreach	220.65
Total Police Department	41,861.25
Public Works Department	
5706 Animal Control Supplies	1,238.10
5708 Animal Control Vet Fees	-850.22
5710 Auto Gas & Oil	1,114.62
5714 Auto Maintenance/Repair	53.45
5728 Equipment Supplies	1,110.79
5732 Office Supplies/Equipment	122.26
5734 Communications	630.24
5742 Uniforms	280.38
5748 Landscaping Services	15,961.85
Total Public Works Department	19,661.47
Services	
5804 Attorney Fees	6,683.50
5818 Inspections	4,462.00
5820 Fire Service	0.00
5824 Library Services	191.80
5826 Municipal Judge	1,360.00
5846 Span Transit Services	1,756.80
5848 Recording Fees	39.50
Total Services	14,493.60
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	9,409.06
5904 Electric	2,689.42
5906 Gas	301.51
5908 Street Lighting	4,146.90
5910 Telecom	359.56
5912 Water	1,209.36
Total Utilities & Maintenance	18,115.81
Total Expense	-476,349.91
Net Ordinary Income	1,023,443.75
Net Income	1,023,443.75

Town of Hickory Creek
Budget vs. Actual Year to Date 58.31%
October 2024 through April 2025

	Oct '24 - Apr 25	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,730,968.44	1,785,273.00	97.0%
4004 M&O Penalties & Interest	3,756.45	4,500.00	83.5%
4006 Delinquent M&O	-2,179.55	1,000.00	-218.0%
4008 I&S Debt Service	823,538.04	848,773.00	97.0%
4010 I&S Penalties & Interest	1,524.15	3,000.00	50.8%
4012 Delinquent I&S	-1,786.15	500.00	-357.2%
Total Ad Valorem Tax Revenue	2,555,821.38	2,643,046.00	96.7%
Building Department Revenue			
4102 Building Permits	164,044.58	275,000.00	59.7%
4104 Certificate of Occupancy	2,500.00	3,500.00	71.4%
4106 Contractor Registration	3,525.00	2,500.00	141.0%
4108 Preliminary/Final Plat	2,550.00	0.00	100.0%
4110 Prelim/Final Site Plan	15,500.00	0.00	100.0%
4112 Health Inspections	11,960.00	10,000.00	119.6%
4122 Septic Permits	250.00	2,000.00	12.5%
4124 Sign Permits	2,200.00	2,000.00	110.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	1,542.00	1,500.00	102.8%
4130 Vendor Fee	200.00	550.00	36.4%
4132 Alarm Permit Fees	300.00	250.00	120.0%
Total Building Department Revenue	204,571.58	297,500.00	68.8%
Franchise Fee Revenue			
4214 Electric	160,981.14	225,000.00	71.5%
4216 Gas	97,116.41	90,000.00	107.9%
4218 Telecom	13,671.14	30,000.00	45.6%
4220 Solid Waste	33,390.01	65,000.00	51.4%
Total Franchise Fee Revenue	305,158.70	410,000.00	74.4%
Interest Revenue			
4330 General Fund Interest	41.00	25.00	164.0%
4332 Investment Interest	328,255.25	250,000.00	131.3%
Total Interest Revenue	328,296.25	250,025.00	131.3%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	64,215.00	0.0%
Total Interlocal Revenue	0.00	64,215.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	6,582.00	23,500.00	28.0%
4506 Animal Shelter Donations	2,532.44	1,000.00	253.2%
4508 Annual Park Passes	14,012.94	30,000.00	46.7%
4510 Arrowhead Park Fees	17,158.00	40,000.00	42.9%
4512 Beer & Wine Permit	60.00	150.00	40.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	3,322,563.00	0.0%
4526 Mineral Rights	279.68	500.00	55.9%
4530 Other Receivables	67,157.47	75,000.00	89.5%
4534 PD State Training	3,050.25	0.00	100.0%
4536 Point Vista Park Fees	4,175.00	9,000.00	46.4%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	17,920.00	30,000.00	59.7%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
4560 2020 CO Proceeds	0.00	1,368,089.00	0.0%
4562 Coronavirus Local Recovery	0.00	0.00	0.0%
4564 Task Force Forfeiture	97,733.59	0.00	100.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 58.31%
October 2024 through April 2025

	Oct '24 - Apr 25	Budget	% of Budget
4566 Interlocal Agreements	144,420.12	205,000.00	70.4%
4568 Opioid Settlements	4,918.64	0.00	100.0%
Total Miscellaneous Revenue	380,000.13	5,104,802.00	7.4%
Municipal Court Revenue			
4602 Building Security Fund	9,803.62	18,023.00	54.4%
4604 Citations	333,759.24	550,000.00	60.7%
4606 Court Technology Fund	8,084.70	15,936.00	50.7%
4608 Jury Fund	196.83	200.00	98.4%
4610 Truancy Fund	9,842.38	0.00	100.0%
4612 State Court Costs	160,002.68	311,060.00	51.4%
4614 Child Safety Fee	150.00	800.00	18.8%
Total Municipal Court Revenue	521,839.45	896,019.00	58.2%
Sales Tax Revenue			
4702 Sales Tax General Fund	1,375,321.96	2,333,625.00	58.9%
4706 Sales Tax 4B Corporation	196,474.58	333,375.00	58.9%
4708 Sales Tax Mixed Beverage	21,329.79	38,000.00	56.1%
4710 Hotel Occupancy Tax	3,585.67	5,000.00	71.7%
Total Sales Tax Revenue	1,596,712.00	2,710,000.00	58.9%
Total Income	5,892,399.49	12,375,607.00	47.6%
Gross Profit	5,892,399.49	12,375,607.00	47.6%
Expense			
Capital Outlay			
5010 Street Maintenance	7,180.61	25,000.00	28.7%
5012 Streets & Road Improvement	650,317.07	2,107,000.00	30.9%
5022 Parks and Rec Improvements	451,737.04	2,000,000.00	22.6%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Vehicles	75,375.95	62,000.00	121.6%
5030 Broadband Initiative	0.00	0.00	0.0%
5032 Denton County TRIP22	845,858.62	1,100,000.00	76.9%
5034 Animal Shelter Expansion	0.00	50,000.00	0.0%
Total Capital Outlay	2,030,469.29	5,344,000.00	38.0%
Debt Service			
5110 2015 Refunding Bond Series	42,600.00	314,875.00	13.5%
5112 2015 C.O. Series	48,600.00	276,875.00	17.6%
5114 2020 C.O. Series	48,425.00	257,025.00	18.8%
Total Debt Service	139,625.00	848,775.00	16.5%
General Government			
5202 Bank Service Charges	117.00	200.00	58.5%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	13,844.17	60,000.00	23.1%
5208 Copier Rental	2,470.35	3,600.00	68.6%
5210 Dues & Memberships	2,983.45	3,500.00	85.2%
5212 EDC Tax Payment	174,179.67	333,375.00	52.2%
5214 Election Expenses	50.00	15,000.00	0.3%
5216 Volunteer/Staff Events	9,895.80	7,000.00	141.4%
5218 General Communications	19,761.78	32,000.00	61.8%
5222 Office Supplies & Equip.	1,550.23	3,000.00	51.7%
5224 Postage	2,973.54	7,000.00	42.5%
5226 Community Cause	2,848.32	2,000.00	142.4%
5228 Town Council/Board Expense	7,057.99	6,500.00	108.6%
5230 Training & Education	0.00	1,500.00	0.0%
5232 Travel Expense	1,536.12	1,500.00	102.4%
5234 Staff Uniforms	627.47	800.00	78.4%
5236 Transfer to Reserve	0.00	0.00	0.0%
Total General Government	239,895.89	477,275.00	50.3%
Municipal Court			

7:21 AM

05/07/25

Accrual Basis

Town of Hickory Creek
Budget vs. Actual Year to Date 58.31%
October 2024 through April 2025

	Oct '24 - Apr 25	Budget	% of Budget
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	0.00	18,023.00	0.0%
5312 Court Technology	7,272.61	15,963.00	45.6%
5314 Dues & Memberships	105.00	150.00	70.0%
5318 Merchant Fees/Credit Cards	5,465.67	5,000.00	109.3%
5322 Office Supplies/Equipment	200.80	100.00	200.8%
5324 State Court Costs	216,546.93	311,060.00	69.6%
5326 Training & Education	300.00	1,000.00	30.0%
5328 Travel Expense	0.00	1,000.00	0.0%
5332 Warrants Collected	-1,279.07	2,500.00	-51.2%
Total Municipal Court	228,611.94	354,896.00	64.4%
Parks and Recreation			
5402 Events	0.00	1,500.00	0.0%
5408 Tanglewood Park	25,712.30	5,000.00	514.2%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	360.00	500.00	72.0%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	26,272.30	7,500.00	350.3%
Parks Corps of Engineer			
5432 Arrowhead	24,991.78	39,000.00	64.1%
5434 Harbor Grove	2,615.42	10,500.00	24.9%
5436 Point Vista	6,527.24	15,500.00	42.1%
5438 Sycamore Bend	8,234.43	44,000.00	18.7%
Total Parks Corps of Engineer	42,368.87	109,000.00	38.9%
Personnel			
5502 Administration Wages	225,259.33	390,727.00	57.7%
5504 Municipal Court Wages	72,160.11	125,393.00	57.5%
5506 Police Wages	677,814.33	1,283,873.00	52.8%
5507 Police Overtime Wages	36,166.21	36,000.00	100.5%
5508 Public Works Wages	163,071.09	286,154.00	57.0%
5509 Public Works Overtime Wage	2,903.76	4,500.00	64.5%
5510 Health Insurance	134,288.99	286,225.00	46.9%
5512 Longevity	14,718.00	14,750.00	99.8%
5514 Payroll Expense	19,727.90	30,000.00	65.8%
5516 Employment Exams	2,890.00	2,500.00	115.6%
5518 Retirement (TMRS)	177,413.11	317,550.00	55.9%
5520 Unemployment (TWC)	2,427.99	3,000.00	80.9%
5522 Workman's Compensation	42,068.60	43,070.00	97.7%
5524 Contract Employment	0.00	30,000.00	0.0%
Total Personnel	1,570,909.42	2,853,742.00	55.0%
Police Department			
5602 Auto Gas & Oil	29,467.01	50,000.00	58.9%
5606 Auto Maintenance & Repair	41,258.26	65,000.00	63.5%
5610 Books & Subscriptions	226.34	600.00	37.7%
5612 Computer Hardware/Software	42,780.17	75,500.00	56.7%
5614 Crime Lab Analysis	1,690.50	5,000.00	33.8%
5616 Drug Forfeiture	75,846.72	0.00	100.0%
5618 Dues & Memberships	125.00	500.00	25.0%
5626 Office Supplies/Equipment	883.19	2,000.00	44.2%
5630 Personnel Equipment	36,750.12	40,000.00	91.9%
5634 Travel Expense	576.08	1,500.00	38.4%
5636 Uniforms	9,117.70	12,000.00	76.0%
5640 Training & Education	12,151.08	15,000.00	81.0%
5644 Citizens on Patrol	0.00	100.00	0.0%
5646 Community Outreach	1,546.13	1,500.00	103.1%
5648 K9 Unit	999.81	3,500.00	28.6%
5650 Task Force Forfeiture	0.00	0.00	0.0%
Total Police Department	253,418.11	272,200.00	93.1%
Public Works Department			

Town of Hickory Creek
Budget vs. Actual Year to Date 58.31%
October 2024 through April 2025

	Oct '24 - Apr 25	Budget	% of Budget
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	1,015.52	2,500.00	40.6%
5706 Animal Control Supplies	3,446.59	5,000.00	68.9%
5708 Animal Control Vet Fees	11,079.68	25,000.00	44.3%
5710 Auto Gas & Oil	10,016.40	20,000.00	50.1%
5714 Auto Maintenance/Repair	9,434.17	10,000.00	94.3%
5716 Beautification	16,827.89	120,000.00	14.0%
5718 Computer Hardware/Software	4,610.41	3,500.00	131.7%
5720 Dues & Memberships	55.00	450.00	12.2%
5722 Equipment	0.00	2,500.00	0.0%
5724 Equipment Maintenance	9,268.52	35,000.00	26.5%
5726 Equipment Rental	0.00	1,000.00	0.0%
5728 Equipment Supplies	4,615.62	5,000.00	92.3%
5732 Office Supplies/Equipment	718.85	1,750.00	41.1%
5734 Communications	2,205.84	3,800.00	58.0%
5738 Training	760.00	800.00	95.0%
5740 Travel Expense	1,195.16	2,000.00	59.8%
5742 Uniforms	3,110.06	2,800.00	111.1%
5748 Landscaping Services	45,993.26	90,000.00	51.1%
Total Public Works Department	124,352.97	332,100.00	37.4%
Services			
5802 Appraisal District	9,219.76	17,500.00	52.7%
5804 Attorney Fees	71,863.24	100,000.00	71.9%
5806 Audit	17,500.00	15,500.00	112.9%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	167,562.53	95,000.00	176.4%
5816 General Insurance	62,303.72	60,014.00	103.8%
5818 Inspections	24,461.50	42,000.00	58.2%
5820 Fire Service	485,346.00	970,692.00	50.0%
5822 Legal Notices/Advertising	2,698.10	2,000.00	134.9%
5824 Library Services	877.20	1,200.00	73.1%
5826 Municipal Judge	8,315.00	13,800.00	60.3%
5828 Printing	772.50	2,500.00	30.9%
5830 Tax Collection	3,056.00	3,500.00	87.3%
5832 Computer Technical Support	45,953.92	45,000.00	102.1%
5838 DCCAC	0.00	3,780.00	0.0%
5840 Denton County Dispatch	0.00	45,183.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	5,685.12	20,000.00	28.4%
5848 Recording Fees	95.00	500.00	19.0%
Total Services	905,709.59	1,441,119.00	62.8%
Special Events			
6012 Special Events	12,731.68	25,000.00	50.9%
Total Special Events	12,731.68	25,000.00	50.9%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	75,958.95	185,000.00	41.1%
5904 Electric	16,082.59	27,000.00	59.6%
5906 Gas	2,526.49	3,000.00	84.2%
5908 Street Lighting	28,917.62	45,000.00	64.3%
5910 Telecom	14,247.97	25,000.00	57.0%
5912 Water	10,017.14	25,000.00	40.1%
Total Utilities & Maintenance	147,750.76	310,000.00	47.7%
Total Expense	5,722,115.82	12,375,607.00	46.2%
Net Ordinary Income	170,283.67	0.00	100.0%
Net Income	170,283.67	0.00	100.0%

7:22 AM

05/07/25

Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
April 2025

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5010 Street Maintenance				
Bill	04/17/2025	Inv # T...	City of Carrollton	1,053.00
Total 5010 Street Maintenance				1,053.00
5012 Streets & Road Improvement				
Check	04/03/2025	Wire	Quick Set Concrete, Inc.	92,411.35
Total 5012 Streets & Road Improvement				92,411.35
5022 Parks and Rec Improvements				
Deposit	04/02/2025		Deposit	-10,961.30
Bill	04/10/2025	Inv# 2...	United Rentals	2,700.00
Check	04/14/2025		Stellar Vision & Astronomy Shop	12,785.00
Check	04/15/2025	Debit	Estes Forwarding Worldwide, LLC	2,587.50
Check	04/21/2025	Debit	Belson Outdoors	1,953.63
Total 5022 Parks and Rec Improvements				9,064.83
5026 Fleet Vehicles				
Check	04/22/2025	Debit	Enterprise Fleet Management	3,087.78
Total 5026 Fleet Vehicles				3,087.78
Total Capital Outlay				105,616.96
General Government				
5210 Dues & Memberships				
Check	04/15/2025	Debit	Texas Municipal League	1,580.00
Total 5210 Dues & Memberships				1,580.00
5218 General Communications				
Bill	04/03/2025	Inv #3...	CivicsPlus	3,034.50
Bill	04/24/2025	Inv #5...	Bird's Printing & Copies	4,316.28
Total 5218 General Communications				7,350.78
5224 Postage				
Check	04/30/2025		Quadient Finance USA, Inc	1,072.53
Total 5224 Postage				1,072.53
Total General Government				10,003.31
Municipal Court				
5324 State Court Costs				
Check	04/04/2025		State Comptroller	67,976.79
Total 5324 State Court Costs				67,976.79
Total Municipal Court				67,976.79
Parks and Recreation				
5408 Tanglewood Park				
Check	04/29/2025	Debit	Jelly Bean Rubber Mulch	22,476.00
Total 5408 Tanglewood Park				22,476.00
Total Parks and Recreation				22,476.00
Parks Corps of Engineer				
5432 Arrowhead				
Check	04/10/2025	6193	3H Concrete, Inc.	16,500.00
Check	04/21/2025	Debit	Belson Outdoors	1,296.38
Total 5432 Arrowhead				17,796.38
5434 Harbor Grove				

7:22 AM

05/07/25

Accrual Basis

Town of Hickory Creek

Expenditures over \$1,000.00

April 2025

Type	Date	Num	Name	Amount
Check	04/21/2025	Debit	Belson Outdoors	1,296.39
	Total 5434 Harbor Grove			1,296.39
	5436 Point Vista			
Check	04/21/2025	Debit	Belson Outdoors	1,296.38
	Total 5436 Point Vista			1,296.38
	5438 Sycamore Bend			
Check	04/21/2025	Debit	Belson Outdoors	1,296.38
	Total 5438 Sycamore Bend			1,296.38
	Total Parks Corps of Engineer			21,685.53
	Personnel			
	5510 Health Insurance			
Check	04/02/2025	Debit	Renaissance Life & Health Insurance	1,275.81
Check	04/22/2025	Debit	Cigna	21,880.54
	Total 5510 Health Insurance			23,156.35
	5518 Retirement (TMRS)			
Check	04/01/2025	ACH	TMRS	23,757.52
	Total 5518 Retirement (TMRS)			23,757.52
	5520 Unemployment (TWC)			
Check	04/08/2025		Texas Workforce Commission	1,700.77
	Total 5520 Unemployment (TWC)			1,700.77
	Total Personnel			48,614.64
	Police Department			
	5602 Auto Gas & Oil			
Check	04/22/2025	Debit	WEX Bank	4,166.71
	Total 5602 Auto Gas & Oil			4,166.71
	5606 Auto Maintenance & Repair			
Bill	04/24/2025	Doc N...	Blackbeard Marine	1,226.21
	Total 5606 Auto Maintenance & Repair			1,226.21
	5616 Drug Forfeiture			
Check	04/14/2025		Liquidity Services Operations, LLC	23,430.00
	Total 5616 Drug Forfeiture			23,430.00
	5630 Personnel Equipment			
Bill	04/03/2025	Inv #IN...	GT Distributors	2,355.73
	Total 5630 Personnel Equipment			2,355.73
	5636 Uniforms			
Bill	04/17/2025	Inv #IN...	Impact Promotional Services, LLC	1,458.19
Credit	04/17/2025	Check ...	Impact Promotional Services, LLC	-1,024.22
	Total 5636 Uniforms			433.97
	5640 Training & Education			
Bill	04/10/2025	Inv #IN...	Lexipool, LLC	1,495.48
	Total 5640 Training & Education			1,495.48
	Total Police Department			33,108.10
	Public Works Department			
	5710 Auto Gas & Oil			
Check	04/22/2025	Debit	WEX Bank	1,102.37

7:22 AM

05/07/25

Accrual Basis

Town of Hickory Creek

Expenditures over \$1,000.00

April 2025

Type	Date	Num	Name	Amount
Total 5710 Auto Gas & Oil				1,102.37
5748 Landscaping Services				
Bill	04/03/2025	Inv #3...	D & D Commercial Landscape Management	9,961.85
Bill	04/10/2025	Inv #005	Garcia Landscaping	6,000.00
Total 5748 Landscaping Services				15,961.85
Total Public Works Department				17,064.22
Services				
5804 Attorney Fees				
Bill	04/03/2025	Billing ...	Brown & Hofmeister, LLP	6,032.50
Total 5804 Attorney Fees				6,032.50
5818 Inspections				
Check	04/01/2025	Debit	Build by I-Codes	3,205.00
Check	04/07/2025	Debit	Finney Code Consultants, LLC	1,250.00
Total 5818 Inspections				4,455.00
5820 Fire Service				
Bill	04/10/2025	Invoice...	City of Corinth	242,673.00
Deposit	04/25/2025		Deposit	-242,673.00
Total 5820 Fire Service				0.00
5826 Municipal Judge				
Check	04/17/2025		The Law Office of Cynthia Burkett	1,250.00
Total 5826 Municipal Judge				1,250.00
5846 Span Transit Services				
Bill	04/10/2025	Inv #IN...	SPAN, INC	1,032.12
Total 5846 Span Transit Services				1,032.12
Total Services				12,769.62
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Bill	04/17/2025	Inv #G...	3H Concrete, Inc.	1,885.00
Bill	04/24/2025	Inv #IN...	Texas AirSystems	4,719.73
Total 5902 Bldg Maintenance/Supplies				6,604.73
5904 Electric				
Check	04/22/2025	Debit	Hudson Energy Services, LLC	2,689.42
Total 5904 Electric				2,689.42
5908 Street Lighting				
Check	04/22/2025	Debit	Hudson Energy Services, LLC	3,946.63
Total 5908 Street Lighting				3,946.63
Total Utilities & Maintenance				13,240.78
Total Expense				352,555.95
Net Ordinary Income				-352,555.95
Net Income				-352,555.95



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: 04/01/2025 - 04/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4512%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 41 DAYS AND THE NET ASSET VALUE FOR 4/30/25 WAS 0.999991.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			953,166.63
04/03/2025	WIRE WITHDRAWAL	6178336	92,411.35 -	860,755.28
04/30/2025	MONTHLY POSTING	9999888	3,171.70	863,926.98
	ENDING BALANCE			863,926.98

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	953,166.63
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	92,411.35
TOTAL INTEREST	3,171.70
ENDING BALANCE	863,926.98
AVERAGE BALANCE	866,916.04

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	1,598,869.56	1,848,473.67	14,119.03



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: 04/01/2025 - 04/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4512%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 41 DAYS AND THE NET ASSET VALUE FOR 4/30/25 WAS 0.999991.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,944.99
04/30/2025	MONTHLY POSTING	9999888	40.05	10,985.04
	ENDING BALANCE			10,985.04

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,944.99
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	40.05
ENDING BALANCE	10,985.04
AVERAGE BALANCE	10,944.99

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	160.58



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276016

ACCOUNT NAME: CORONAVIRUS LOCAL RECOVERY FUNDS

STATEMENT PERIOD: 04/01/2025 - 04/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4512%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 41 DAYS AND THE NET ASSET VALUE FOR 4/30/25 WAS 0.999991.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			59,038.17
04/15/2025	TRANSFER TO 1668276001	6178746	1,399.13 -	57,639.04
04/15/2025	TRANSFER TO 1668276001	6178747	3,813.82 -	53,825.22
04/30/2025	MONTHLY POSTING	9999888	205.84	54,031.06
	ENDING BALANCE			54,031.06

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	59,038.17
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	5,212.95
TOTAL INTEREST	205.84
ENDING BALANCE	54,031.06
AVERAGE BALANCE	56,257.93

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	5,212.95	856.18



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: 04/01/2025 - 04/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4512%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 41 DAYS AND THE NET ASSET VALUE FOR 4/30/25 WAS 0.999991.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			91,843.18
04/30/2025	MONTHLY POSTING	9999888	336.01	92,179.19
	ENDING BALANCE			92,179.19

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	91,843.18
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	336.01
ENDING BALANCE	92,179.19
AVERAGE BALANCE	91,843.18

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	1,347.72



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: 04/01/2025 - 04/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4512%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 41 DAYS AND THE NET ASSET VALUE FOR 4/30/25 WAS 0.999991.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,282,686.84
04/15/2025	TRANSFER FROM 1668276016	6178746	1,399.13	10,284,085.97
04/15/2025	TRANSFER FROM 1668276016	6178747	3,813.82	10,287,899.79
04/21/2025	ACH DEPOSIT	6178839	1,000,000.00	11,287,899.79
04/30/2025	MONTHLY POSTING	9999888	38,844.87	11,326,744.66
	ENDING BALANCE			11,326,744.66

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,282,686.84
TOTAL DEPOSITS	1,005,212.95
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	38,844.87
ENDING BALANCE	11,326,744.66
AVERAGE BALANCE	10,618,800.41

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	2,105,212.95	1,736,994.56	161,238.25



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: 04/01/2025 - 04/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4512%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 41 DAYS AND THE NET ASSET VALUE FOR 4/30/25 WAS 0.999991.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			108,413.26
04/30/2025	MONTHLY POSTING	9999888	396.64	108,809.90
	ENDING BALANCE			108,809.90

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	108,413.26
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	396.64
ENDING BALANCE	108,809.90
AVERAGE BALANCE	108,413.26

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,590.86

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2025-0512-1**

A RESOLUTION DESIGNATING THE FEMALE ATHLETE OF THE YEAR

WHEREAS, we realize that participation in organized athletics helps build character and teaches a wholesome sense of good sportsmanship among our youth; and

WHEREAS, to really excel in any one sport, a young person must demonstrate, in addition to a great deal of natural ability, an outstanding spirit of dedication, enthusiasm, hard work; and

WHEREAS, the Town of Hickory Creek urges our community to reward students who believe in themselves, each other and the future;

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school athlete who has shown exceptional sportsmanship during the year to receive the distinguished honor of being formally recognized as **FEMALE ATHLETE OF THE YEAR FOR 2025**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE FEMALE ATHLETE OF THE YEAR AWARD BE GIVEN TO KASEY MACK.

PASSED AND APPROVED by the Hickory Creek Town Council this 12th day of May, 2025.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2025-0512-2**

A RESOLUTION DESIGNATING THE MALE ATHLETE OF THE YEAR

WHEREAS, we realize that participation in organized athletics helps build character and teaches a wholesome sense of good sportsmanship among our youth; and

WHEREAS, to really excel in any one sport, a young person must demonstrate, in addition to a great deal of natural ability, an outstanding spirit of dedication, enthusiasm, hard work; and

WHEREAS, the Town of Hickory Creek urges our community to reward students who believe in themselves, each other and the future;

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school student who has shown exceptional sportsmanship during the year to receive the distinguished honor of being formally recognized as **MALE ATHLETE OF THE YEAR FOR 2025**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE MALE ATHLETE OF THE YEAR AWARD BE GIVEN TO JADON JONES.

PASSED AND APPROVED by the Hickory Creek Town Council this 12th day of May, 2025.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2025-0512-3**

**A RESOLUTION DESIGNATING THE FOUNDERS CLASSICAL ACADEMY
SCHOLAR OF THE YEAR**

WHEREAS, the Town of Hickory Creek recognizes the contribution of our youth to our community and the important role they serve in our society; and

WHEREAS, education is a never-ending process, and those individuals who are the most content are those who continue to develop their intellectual capacities, grow with the time in which they live, and work to achieve their highest potential; and

WHEREAS, the accomplishments and achievements of our youth deserve recognition and praise; and

WHEREAS, these students distinguish themselves not only as outstanding students and leaders but as an outstanding example to the youth of our community; and

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school student who has shown excellence in areas of academics and leadership to receive the distinguished honor of being formally recognized as **FOUNDERS CLASSICAL ACADEMY SCHOLAR OF THE YEAR FOR 2025**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE FOUNDERS CLASSICAL ACADEMY SCHOLAR OF THE YEAR AWARD BE GIVEN TO SOPHIA VALDERREY.

PASSED AND APPROVED by the Hickory Creek Town Council this 12th day of May, 2025.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2025-0512-4**

**A RESOLUTION DESIGNATING THE LAKE DALLAS HIGH SCHOOL
SCHOLAR OF THE YEAR**

WHEREAS, the Town of Hickory Creek recognizes the contribution of our youth to our community and the important role they serve in our society; and

WHEREAS, education is a never-ending process, and those individuals who are the most content are those who continue to develop their intellectual capacities, grow with the time in which they live, and work to achieve their highest potential; and

WHEREAS, the accomplishments and achievements of our youth deserve recognition and praise; and

WHEREAS, these students distinguish themselves not only as outstanding students and leaders but as an outstanding example to the youth of our community; and

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school student who has shown excellence in areas of academics and leadership to receive the distinguished honor of being formally recognized as **LAKE DALLAS HIGH SCHOOL SCHOLAR OF THE YEAR FOR 2025**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE LAKE DALLAS HIGH SCHOOL SCHOLAR OF THE YEAR AWARD BE GIVEN TO AMELIA BANYAGA.

PASSED AND APPROVED by the Hickory Creek Town Council this 12th day of May, 2025.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0512-___

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE
MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO
EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE TOWN OF HICKORY CREEK AND THE
COUNTY OF DENTON CONCERNING POLICE RADIO
COMMUNICATION SERVICES.**

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 Interlocal Cooperative Agreement Between the Town of Hickory Creek and the County of Denton (hereinafter the "Agreement") for the purpose of providing for certain law enforcement related radio communication services, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

Section 1: The Mayor of The Town of Hickory Creek, Texas is authorized to execute the Agreement.

Section 3: This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 12th day of May, 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE TOWN OF HICKORY CREEK POLICE DEPARTMENT FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the Town of Hickory Creek Police Department, Texas, a general law municipality, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User Agency (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Hickory Creek Police Department wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Hickory Creek Police Department and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the Agency employee assigned to a specific Subscriber Unit.

“Communications System” or *“System”* means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2025, and ending on the 30th day of September, 2026. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF TOWN OF HICKORY CREEK POLICE DEPARTMENT

3.1 Hickory Creek Police Department shall use the System in accordance with this Agreement to provide integration of communications by Hickory Creek Police Department between its Users on the System for governmental operations.

3.2 When using the System, Hickory Creek Police Department shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Hickory Creek Police Department uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Hickory Creek Police Department will also abide by the User rules of those Talk Groups.

3.3 Hickory Creek Police Department must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Hickory Creek Police Department is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Hickory Creek Police Department is responsible for all programming of Agency-owned Subscriber Units.

3.5 Hickory Creek Police Department shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all Agency-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any Agency-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Hickory Creek Police Department, the Agency shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the Agency will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Hickory Creek Police Department shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the Agency for the lack of interoperability between the Subscriber Units and the System if the Agency fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Hickory Creek Police Department to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Hickory Creek Police Department. Talk Groups will be established for the Agency by the County.

4.2 The System Manager will not activate radios on the Hickory Creek Police Department Talk Groups nor make changes to the Hickory Creek Police Department radios without first receiving authorization from the designated representative of the Agency, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the Agency; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A**, which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Hickory Creek Police Department before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the Agency on or before October 1st of each year. This amount is subject to change when the Agency adds or

deletes the number of Subscriber Units in service. The Agency must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the Agencies deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the Agency shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The Agency agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the Agency add Subscriber Units or Talk Groups to the Service within a Term, the Agency agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The Agency shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the Agency the pro-rated amount of the fees previously paid by the Agency for the use of the System for the then current fiscal year.

VIII.
RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.
IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.
ASSIGNMENT

The Agency agrees to retain control and to give full attention to the fulfillment of this Agreement. The Agency cannot assign or sublet this Agreement without the prior written consent of the County. Further, the Agency cannot sublet any part or feature of the work to anyone objectionable to Denton County. The Hickory Creek Police Department also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the Agency from its full obligations to the County as provided by this Agreement.

XI.
ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Hickory Creek Police Department and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Hickory Creek Police

Department. This Agreement may be amended only by written instrument signed by Denton County and Hickory Creek Police Department.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

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

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event,

either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

**SIGNED AND AGREED BY THE TOWN OF HICKORY CREEK POLICE
DEPARTMENT, TEXAS:**

BY:

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

Date: _____

Approved as to content:

Carey Dunn, Chief of Police

Approved as to form:

Attorney for Agency

**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON
COUNTY, TEXAS:**

BY:

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Date: _____

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A

Denton County Sheriff's Office Consolidated Radio Communications System Agreement

FY25-26 Agency Payment Invoice

Agency: **Hickory Creek Police Department**
Payment Contact Person(s): John Smith, Town Administrator and/or Kristi Rogers,
Town Secretary
Phone Number: 940-279-7061 or 940-279-7060
Email(s): john.smith@hickorycreek-tx.gov
kristi.rogers@hickorycreek-tx.gov
Address: 1075 Ronald Reagan Ave
City, State, Zip: Hickory Creek, TX 75065

Agency should include a copy of this invoice with payment

Make checks payable to:	Denton County
-------------------------	---------------

Mail Payments to:	Consolidated Radio Communications Systems Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205
-------------------	---

<u>Tier 3</u> Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month
--

Department / Radio Number / Cost		
Police 37	\$	2,664.00
Total Amount Due for FY25-26 =		\$ 2,664.00

Please sign and date below.

Signature of Agency Representative

Title

Date

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0512-__**

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 12th day of May, 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Hickory Creek Police Department
--

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2025** and ending on **September 30, 2026**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

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

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

Agency workload percentages are calculated by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

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

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

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Carey Dunn, Chief of Police

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

2025-26 Budget Year
Denton County Sheriff's Office
911 Dispatch Agreement
Agency Payment Worksheet / Invoice

Agency: Hickory Creek Police Department
Payment Contact Person(s): Chief Carey Dunn
Phone Number: 940-497-2528
Email: carey.dunn@hickorycreek-tx.gov
Address: 1075 Ronald Reagan Ave.
City, State, Zip: Hickory Creek, TX 75065

		\$40,381.32 PD
AGENCY TOTAL AMOUNT DUE	\$	40,381.32

THIS INVOICE/WORKSHEET SHOULD BE INCLUDED WITH YOUR PAYMENT

Makes checks payable to: Denton County

911 Dispatch Agreement Payments
Denton County Sheriff's Office
Mail Payments to: Attn: Sherry Cochran
127 N. Woodrow Lane
Denton, Texas 76205

Payment Plan Options	One Annual Payment (100%)	<input type="checkbox"/>
	Two Payments (50%)	<input type="checkbox"/>
	Four Payments (25%)	<input type="checkbox"/>
	Tweleve Monthly Payments	<input type="checkbox"/>

Agency MUST select one payment option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) **NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2025-2026**

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

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: _____

Signature: _____

By: **Carey Dunn**

Title: **Hickory Creek Chief of Police**

Date: _____

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0512-__**

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, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, FOR AD VALOREM TAX COLLECTION 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 Interlocal Cooperation Agreement for Town of Hickory Creek tax collection under Chapter 791 of the V.T.C.A. Government Code, the Interlocal Cooperation Act, and V.T.C.A. Tax Code, Section 6.24 and 25.17, hereinafter the “Agreement”; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 12th day of May, 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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



Office of Dawn Waye
Denton County Tax Assessor – Collector

May 2, 2025

Subject: Updated Contract and Parcel Fee Adjustments

Dear Town of Hickory Creek

I hope this message finds you well. Enclosed is the updated contract for services provided by the Denton County Tax Assessor-Collector's Office. We value our partnership and appreciate the opportunity to continue serving your entity.

Following our annual review, we revisited the cost basis and breakeven analysis and will be implementing a modest per-parcel fee of \$1.41, effective October 1, 2025. This breakeven adjustment helps offset increased expenses related to staffing, technology, postage, and materials broken down below.

The last adjustment to the parcel fee was implemented in 2018. In 2021, our printing-mailing partner notified us that uncontrollable costs had escalated by 51% since the original contract had been signed. Although the Commissioners Court authorized an 18% increase at that time, the parcel fee charged to taxing entities remained unchanged.

By statute, parcel fees must achieve a zero net result, meaning the Tax Office is not allowed to profit from these charges but allowed to break even. However, over the past seven to eight years, we have consistently operated at a deficit, unable to recover the actual cost of providing services.

Key cost increases since 2018 include:

- **Paper costs:** Increased by 51%
- **Postage rates:** Increased by 46%, with seven individual rate hikes during this period
- **Cost of living (based on the PCE Index):** Increased by 22.88% from 2018 to 2025
- **Cost of living (based on CPI)** Increased 27.29% over the same period

1505 E. McKinney Street
Denton, TX 75209
940-340-3506



Office of Dawn Waye
Denton County Tax Assessor – Collector

Given these significant cost escalations, the current parcel fee is no longer sufficient to meet statutory requirements for cost recovery.

For entities that do not meet the established parcel benchmark, a minimum annual fee of \$200 will apply to cover the baseline costs of service. Entities that exceed the benchmark and generate fees above this threshold will not be subject to the minimum.

Key updates include:

- A new per-parcel fee of \$1.41
- A \$200 minimum annual fee for entities below the parcel benchmark

Please review the attached contract and return the signed copy by July 1, 2025 to ensure timely continuation of services. We remain committed to sustainability, transparency, efficiency, and maintaining the high standard of service you expect.

If you have questions or need further clarification, feel free to contact me directly.

Thank you for your continued partnership.

Sincerely,

Dawn M. Waye
Denton County Tax Assessor-Collector
940-949-3506 Direct
214-223-6090 Cell

1505 E. McKinney Street
Denton, TX 75209
940-340-3506



THE STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX

ASSESSMENT AND COLLECTION BETWEEN

DENTON COUNTY, TEXAS AND CITY/TOWN OF
Town of Hickory Creek, TEXAS

INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and **Town of Hickory Creek**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791 (the Interlocal Cooperation Act), and Section 6.24 of the Texas Tax Code; and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act.

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2025. The initial term of this Agreement shall be for a period of one year beginning on the effective date and ending on, September 30, 2026. The initial term of the Agreement is for tax year 2025 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then- current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2026, the second renewal terms for tax year 2027, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to

the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor/collector, shall serve as tax assessor/collector for **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily, monthly and annual collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Property Tax Code Chapter 31 from available current tax collections of **MUNICIPALITY**; and to meet the requirements of Section 26.04 and Chapter 42, Subchapter C and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations. If daily disbursal is to be delayed, **COUNTY** will notify **MUNICIPALITY** in the secured web entity folder the reason for the delay.

3. **COUNTY** further agrees that it will make for **MUNICIPALITY** the property tax rate calculations required by Property Code Section 26.04 (currently identified in the Section by the terms "no new revenue tax rate" and "voter-approval tax rate"), and will do so in accordance with all requirements therein. All such rate calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and at no additional cost to **MUNICIPALITY**. The information concerning the rate calculations described in this Article II.3 and publications will be provided to **MUNICIPALITY** in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Property Tax Code Chapter 26. **MUNICIPALITY** shall be responsible for all publications as required by Chapter 26. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **COUNTY** will perform the tax rate calculations described in this Article II.3. and provide the required publications to **MUNICIPALITY** in the same manner as performing the tax rate calculations pursuant to the annual appraisal district reports required to be Certified on July 25 of each tax year.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices as required by Chapter 26 of the Property Tax Code if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY** and Property Tax Code Chapter 26. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. **COUNTY** will update tax transparency databases, as required in Property Tax Code Sections 26.17(b),(5A,B),(7),(12),(13) and 26.17(e)(2) with applicable Truth In Taxation

worksheets and Notices. **MUNICIPALITY** is responsible for any other required information posted on a tax transparency database. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector as required by law and this agreement.

5. Should **MUNICIPALITY** vote to increase its tax rate above the statutory voter approval limit (also known as the "rollback" or the "voter approval" rate), the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the tax assessor/collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31st of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

In this Article VII, the term “Prior TY Parcel Count” means the total number of parcels listed on **MUNICIPALITY**’s preceding tax year Tax Roll on September 30th of the tax year. For the services rendered during the tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year, referred to in this Article VII as the “Per Parcel Rate,” is approved by County Commissioners’ Court, and all entities are assessed the same Per Parcel Rate, except that, if that Per Parcel Rate multiplied by the entity’s Prior TY Parcel Count equals less than \$200, the entity will be assessed a flat fee of \$200. Following approval of the Per Parcel Rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

2. The current tax statements will be mailed by October 10th of the tax year or as soon thereafter as practical. The **MUNICIPALITY** must adopt its tax year tax rate on

or before September 30th of the applicable tax year, if that rate does not exceed the voter-approval tax rate. **MUNICIPALITY** must adopt a tax rate that exceeds the voter-approval tax rate not later than the deadline set forth in Property Tax Code Section 26.05(a) and Election Code 3.005 and 41.001. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than the applicable adoption deadline described herein. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by said applicable adoption deadline may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28th of the collection year.

3. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent taxes.

6. For accounts that become delinquent on February 1st of the tax year,

COUNTY, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent taxes not including February 33.11 notices.

7. In event of a tax rate change resulting from a rollback or tax approval election that takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY**, pursuant to Property Tax Code Section 26.07(f) or 26.075(j) will mail corrected statements to the owner of each property. The fee for this service will be the same Per Parcel Rate described in paragraphs 1, 9 and 10 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g) or 26.075(k) **COUNTY** will charge a \$1.00 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

8. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in paragraphs 2-6 of this Article VII. This "Total Cost" includes any such services that have not yet been performed at the time of deduction.

9. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: **\$1.41** (the "TY 2025 Per Parcel Rate") multiplied by **MUNICIPALITY's** Prior TY Parcel Count, provided that, if the TY 2025 Per Parcel Rate of \$1.41 multiplied by the Prior TY Parcel Count equals less than \$200.00 (if the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30th of the tax year is 141 or less), then the "Total Cost" of

providing all services described in paragraphs 2-6 shall be a flat amount of \$200.00.

10. During the first and second renewal terms of this agreement, and provided that **COUNTY** has provided **MUNICIPALITY** with notice of the Per Parcel Rate as described in paragraph 1 of this Article VII, the “Total Cost” of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: The Per Parcel Rate approved by Commissioners Court for the applicable tax year (the TY 2026 Per Parcel Rate and the TY 2027 Per Parcel Collection Rate, respectively) multiplied by the **MUNICIPALITY**’s then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. In the event **COUNTY** does not provide **MUNICIPALITY** with notice of the per parcel rate as described in paragraph 1 of this Article VII, the per parcel rate charged during the preceding term will apply.

11. In the event that a rollback or tax rate approval election as described in paragraph 7 of this Article VII takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 2 of this Article VII, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts, as applicable, specified on the Direct Deposit Authorization executed between the **MUNICIPALITY** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected taxes until such time as payment is remitted.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this

Agreement during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
1 Courthouse Dr Ste 3100
Denton, Texas 76209
Telephone: 940-349-2820

MUNICIPALITY:

Town of Hickory Creek
1075 Ronald Reagan Avenue, Hickory Creek, Texas, 75065
940-497-2528

XII.

MUNICIPALITY hereby designates Kristi Rogers to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, _____ day of _____
20____.

COUNTY

Denton County Texas
1 Courthouse Dr Ste 3100
Denton, Texas 76208

MUNICIPALITY

City/Town: **Town of Hickory Creek**
Streetaddress: 1075 Ronald Reagan Avenue
City, state,zip: Hickory Creek, TX 75065
Email: krogers@hickorycreek-tx.gov
Phone: 940-497-2528

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: Lynn C. Clark
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Kristi Rogers
Title Town Secretary

APPROVED FORM AND CONTENT:

Dawn Waye
Denton County
Tax Assessor/Collector

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0512-__**

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, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, FOR HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 1 ASSESSMENT COLLECTION 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 Interlocal Cooperation Agreement for Hickory Creek Public Improvement District No. 1 assessment collection under Chapter 372 of the Texas Government Code, hereinafter the “Agreement”; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 12th day of May, 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTS ASSESSMENT AND COLLECTION BETWEEN DENTON
COUNTY, TEXAS AND
CITY/TOWN OF HICKORY CREEK PUBLIC
IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –ASSESSMENTS
COLLECTION**

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY," and **HICKORY CREEK**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "CITY/TOWN."

WHEREAS, COUNTY and **CITY/TOWN** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code,

Subchapter A, **CITY/TOWN** has created the

PID8 HICKORY CREEK PID 1

PUBLIC IMPROVEMENT DISTRICT, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

NOW THEREFORE, COUNTY and CITY/TOWN, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2025. The initial term of this Agreement shall be for a period of one year beginning of the effective date and ending September 30, 2026. The initial term of this Agreement is for tax year 2025 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first

renewal term will be for tax year 2026, the second renewal terms for tax year 2027, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify

the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31st of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. For assessments that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of

the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

In this Article VII, the term “Prior TY Parcel Count” means the total number of parcels listed on **CITY’s/TOWN’s** preceding tax year PID Assessment Roll on September 30th of the tax year. For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year, referred to in this Article VII as the “Per Parcel Rate,” is approved by County Commissioners’ Court, and all entities are assessed the same per parcel collection rate, except that, if that Per Parcel Rate multiplied by the

entity's Prior TY Parcel Count equals less than \$200, the entity will be assessed a flat fee of \$200. Following approval of the Per Parcel Rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

2. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN's** governing body under Local Government Code Section 372.017 on or before September 10th, **COUNTY** may, in addition to the costs set forth in paragraph 10 (initial term costs) or paragraph 11 (renewal term costs) of this Article VII, whichever is applicable, charge **CITY/TOWN** a \$5,000 late processing fee. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year.

3. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

4. Delinquent assessment collection attorneys become involved at the same

times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

5. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/ TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing**

body for the assessment year. The fee for the services performed by **COUNTY** under this paragraph 8 will be the Per Parcel Rate approved by Commissioners Court for the applicable tax year multiplied by the **CITY's/TOWN's** then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$1.00 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a corrected assessment roll, will be the responsibility of **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction.

10. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: **\$1.41** (the "TY 2025 Per Parcel Rate") multiplied by **CITY/TOWN's** Prior TY Parcel Count, provided that, if the TY 2025 Per Parcel Rate of \$1.41 multiplied by the Prior TY Parcel Count equals less than \$200.00 , then the "Total Cost" of providing all services described in paragraphs 2-6 shall be a flat amount of \$200.00.

11. During the first and second renewal terms of this agreement, and provided that **COUNTY** has provided **CITY/TOWN** with notice of the Per Parcel Rate as described in paragraph 1 of this Article VII, the "Total Cost" of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: The Per Parcel Rate

approved by Commissioners Court for the applicable tax year (the TY 2026 Per Parcel Rate and the TY 2027 Per Parcel Collection Rate, respectively) multiplied by the **CITY's/TOWN's** then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. In the event **COUNTY** does not provide **CITY/TOWN** with notice of the per parcel rate as described in paragraph 1 of this Article VII, the per parcel rate charged during the preceding term will apply.

12. In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

VIII.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this

Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered

or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
1 Courthouse Dr Ste 3100
Denton, Texas 76208
Telephone: 940-349-2820

CITY/TOWN:

HICKORY CREEK
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065
940-497-2528

II.

CITY/TOWN hereby designates Kristi Rogers to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, _____ day of _____
20____.

COUNTY

Denton County Texas
1 Courthouse Dr Ste 3100
Denton, Texas 76208

CITY/TOWN

HICKORY CREEK

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: Lynn C. Clark
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Kristi Rogers
Title Town Secretary

APPROVED FORM AND CONTENT:

Dawn Waye
Denton County
Tax Assessor/Collector

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0512-__**

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, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, FOR HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 2 ASSESSMENT COLLECTION 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 Interlocal Cooperation Agreement for Hickory Creek Public Improvement District No. 2 assessment collection under Chapter 372 of the Texas Government Code, hereinafter the “Agreement”; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 12th day of May, 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTS ASSESSMENT AND COLLECTION BETWEEN DENTON
COUNTY, TEXAS AND
CITY/TOWN OF HICKORY CREEK PUBLIC
IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –ASSESSMENTS
COLLECTION**

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY," and **HICKORY CREEK**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "CITY/TOWN."

WHEREAS, COUNTY and CITY/TOWN mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code,

Subchapter A, CITY/TOWN has created the

PID9 HICKORY CREEK PID 2

PUBLIC IMPROVEMENT DISTRICT, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the CITY/TOWN, and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

NOW THEREFORE, COUNTY and CITY/TOWN, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2025. The initial term of this Agreement shall be for a period of one year beginning of the effective date and ending September 30, 2026. The initial term of this Agreement is for tax year 2025 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first

renewal term will be for tax year 2026, the second renewal terms for tax year 2027, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify

the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31st of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. For assessments that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of

the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

In this Article VII, the term “Prior TY Parcel Count” means the total number of parcels listed on **CITY’s/TOWN’s** preceding tax year PID Assessment Roll on September 30th of the tax year. For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year, referred to in this Article VII as the “Per Parcel Rate,” is approved by County Commissioners’ Court, and all entities are assessed the same per parcel collection rate, except that, if that Per Parcel Rate multiplied by the

entity's Prior TY Parcel Count equals less than \$200, the entity will be assessed a flat fee of \$200. Following approval of the Per Parcel Rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

2. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN's** governing body under Local Government Code Section 372.017 on or before September 10th, **COUNTY** may, in addition to the costs set forth in paragraph 10 (initial term costs) or paragraph 11 (renewal term costs) of this Article VII, whichever is applicable, charge **CITY/TOWN** a \$5,000 late processing fee. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year.

3. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

4. Delinquent assessment collection attorneys become involved at the same

times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

5. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/ TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing**

body for the assessment year. The fee for the services performed by **COUNTY** under this paragraph 8 will be the Per Parcel Rate approved by Commissioners Court for the applicable tax year multiplied by the **CITY's/TOWN's** then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$1.00 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a corrected assessment roll, will be the responsibility of **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction.

10. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: **\$1.41** (the "TY 2025 Per Parcel Rate") multiplied by **CITY/TOWN's** Prior TY Parcel Count, provided that, if the TY 2025 Per Parcel Rate of \$1.41 multiplied by the Prior TY Parcel Count equals less than \$200.00 , then the "Total Cost" of providing all services described in paragraphs 2-6 shall be a flat amount of \$200.00.

11. During the first and second renewal terms of this agreement, and provided that **COUNTY** has provided **CITY/TOWN** with notice of the Per Parcel Rate as described in paragraph 1 of this Article VII, the "Total Cost" of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: The Per Parcel Rate

approved by Commissioners Court for the applicable tax year (the TY 2026 Per Parcel Rate and the TY 2027 Per Parcel Collection Rate, respectively) multiplied by the **CITY's/TOWN's** then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. In the event **COUNTY** does not provide **CITY/TOWN** with notice of the per parcel rate as described in paragraph 1 of this Article VII, the per parcel rate charged during the preceding term will apply.

12. In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

VIII.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this

Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered

or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
1 Courthouse Dr Ste 3100
Denton, Texas 76208
Telephone: 940-349-2820

CITY/TOWN:

HICKORY CREEK
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065
940-497-2528

II.

CITY/TOWN hereby designates Kristi Rogers to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, _____ day of _____
20____.

COUNTY

Denton County Texas
1 Courthouse Dr Ste 3100
Denton, Texas 76208

CITY/TOWN

HICKORY CREEK

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: Lynn C. Clark
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Kristi Rogers
Title Town Secretary

APPROVED FORM AND CONTENT:

Dawn Waye
Denton County
Tax Assessor/Collector

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0512-__**

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, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, FOR HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT ASSESSMENT COLLECTION 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 Interlocal Cooperation Agreement for Hickory Farms Public Improvement District assessment collection under Chapter 372 of the Texas Government Code, hereinafter the “Agreement”; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 12th day of May, 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTS ASSESSMENT AND COLLECTION BETWEEN DENTON
COUNTY, TEXAS AND
CITY/TOWN OF HICKORY CREEK PUBLIC
IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –ASSESSMENTS
COLLECTION**

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY," and **HICKORY CREEK**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "CITY/TOWN."

WHEREAS, COUNTY and CITY/TOWN mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code,

Subchapter A, CITY/TOWN has created the

PID54 HICKORY FARMS PID

PUBLIC IMPROVEMENT DISTRICT, hereinafter referred to as **DISTRICT**, and

has levied special assessments on properties within the boundaries of the

CITY/TOWN, and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

NOW THEREFORE, COUNTY and CITY/TOWN, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2025. The initial term of this Agreement shall be for a period of one year beginning of the effective date and ending September 30, 2026. The initial term of this Agreement is for tax year 2025 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first

renewal term will be for tax year 2026, the second renewal terms for tax year 2027, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify

the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31st of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. For assessments that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of

the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

In this Article VII, the term “Prior TY Parcel Count” means the total number of parcels listed on **CITY’s/TOWN’s** preceding tax year PID Assessment Roll on September 30th of the tax year. For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year, referred to in this Article VII as the “Per Parcel Rate,” is approved by County Commissioners’ Court, and all entities are assessed the same per parcel collection rate, except that, if that Per Parcel Rate multiplied by the

entity's Prior TY Parcel Count equals less than \$200, the entity will be assessed a flat fee of \$200. Following approval of the Per Parcel Rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

2. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN's** governing body under Local Government Code Section 372.017 on or before September 10th, **COUNTY** may, in addition to the costs set forth in paragraph 10 (initial term costs) or paragraph 11 (renewal term costs) of this Article VII, whichever is applicable, charge **CITY/TOWN** a \$5,000 late processing fee. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year.

3. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

4. Delinquent assessment collection attorneys become involved at the same

times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

5. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/ TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing**

body for the assessment year. The fee for the services performed by **COUNTY** under this paragraph 8 will be the Per Parcel Rate approved by Commissioners Court for the applicable tax year multiplied by the **CITY's/TOWN's** then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$1.00 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a corrected assessment roll, will be the responsibility of **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction.

10. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: **\$1.41** (the "TY 2025 Per Parcel Rate") multiplied by **CITY/TOWN's** Prior TY Parcel Count, provided that, if the TY 2025 Per Parcel Rate of \$1.41 multiplied by the Prior TY Parcel Count equals less than \$200.00 , then the "Total Cost" of providing all services described in paragraphs 2-6 shall be a flat amount of \$200.00.

11. During the first and second renewal terms of this agreement, and provided that **COUNTY** has provided **CITY/TOWN** with notice of the Per Parcel Rate as described in paragraph 1 of this Article VII, the "Total Cost" of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: The Per Parcel Rate

approved by Commissioners Court for the applicable tax year (the TY 2026 Per Parcel Rate and the TY 2027 Per Parcel Collection Rate, respectively) multiplied by the **CITY's/TOWN's** then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. In the event **COUNTY** does not provide **CITY/TOWN** with notice of the per parcel rate as described in paragraph 1 of this Article VII, the per parcel rate charged during the preceding term will apply.

12. In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

VIII.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this

Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered

or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
1 Courthouse Dr Ste 3100
Denton, Texas 76208
Telephone: 940-349-2820

CITY/TOWN:

HICKORY CREEK
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065
940-497-2528

II.

CITY/TOWN hereby designates Kristi Rogers to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, _____ day of _____
20____.

COUNTY

Denton County Texas
1 Courthouse Dr Ste 3100
Denton, Texas 76208

CITY/TOWN

HICKORY CREEK

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: Lynn C. Clark
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Kristi Rogers
Title Town Secretary

APPROVED FORM AND CONTENT:

Dawn Waye
Denton County
Tax Assessor/Collector

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2025-0512-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK, TEXAS, CANVASSING RETURNS AND
DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 3, 2025,
FOR THE PURPOSE OF ELECTING COUNCILMEMBERS TO PLACE 1,
PLACE 3 AND PLACE 5 AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town Council of the Town of Hickory Creek, Texas (the “Town”), caused to be published in accordance with the laws of the State of Texas, notice of election held May 3, 2025, for the election of councilmembers to Place 1, Place 3 and Place 5;

WHEREAS, the appropriate authority of the Town caused to be posted and published, in accordance with applicable laws, notice of said election;

WHEREAS, said election was duly and legally held on May 3, 2025, in the Town and in conformity with the election laws of the State of Texas, and the results of said election have been certified and returned by the proper judge and clerks thereof;

WHEREAS, the Town Council has considered the returns of said election held May 3, 2025, and pursuant to state law, the Town Council shall canvass and declare the official results;

WHEREAS, the Town Council has prepared a tabulation stating for each candidate the total number of votes received;

WHEREAS, the Town Council has prepared a tabulation stating for each candidate the total number of votes received;

WHEREAS, the election returns, duly and legally made, showed that there were a total of 784 valid and legal votes cast at said election; and that each of the candidates in said election received the following votes:

Councilmember Place 1

Candidate	Absentee Voting	Early Voting	Election Day	Total
Randy Gibbons	11	324	263	598

Councilmember Place 3

Candidate	Absentee Voting	Early Voting	Election Day	Total
Chris Gordon	12	378	255	645
Don Ford	0	41	98	139

Councilmember Place 5

Candidate	Absentee Voting	Early Voting	Election Day	Total
Ian Theodore	12	371	249	632
Ron Furtick	0	48	103	151

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

Section 1

It is officially found and determined that said Election was duly ordered, that proper notice thereof was duly given, that proper Election officers were duly appointed prior to said Election, that said Election was duly and lawfully held, that due returns of the result of said Election have been made and delivered, and that this Town Council has duly canvassed said returns, all in accordance with law and the Ordinance calling said Election.

Section 2

It is further found and determined that the results of the election as canvassed and tabulated reflect the expressed desires of the resident, qualified electors of the Town and that the above canvass is hereby approved.

Section 3

The duly elected members of the Town Council of the Town of Hickory Creek, Texas, elected on May 3, 2025, Councilmember Place, 1, Councilmember Place 3 and Councilmember Place 5, subject to the taking of the oaths as provide by the laws of the State of Texas, are as follows:

Councilmember Place 1
Councilmember Place 3
Councilmember Place 5

Randy Gibbons
Chris Gordon
Ian Theodore

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 12th day of May, 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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



AGENDA INFORMATION SHEET

MEETING DATE: May 12, 2025

AGENDA ITEM: Consider and act on appointments to the Arts and Culture Board.

SUMMARY: Places 1, 3, 5 and 7 will be appointed for a two-year term expiring June 2027.



AGENDA INFORMATION SHEET

MEETING DATE: May 12, 2025

AGENDA ITEM: Consider and act on appointments to Board of Adjustments.

SUMMARY: Positions 1, 3 and 5 will be appointed for a two-year term expiring June 2027.

Alternate 1 to be appointed for a two-year term expiring June 2027.



AGENDA INFORMATION SHEET

MEETING DATE: May 12, 2025

AGENDA ITEM: Consider and act on appointments to the Code of Ethics Board.

SUMMARY: Councilmember Randy Gibbons would like to reappoint Derek Funkhouser.
Councilmember Chris Gordon would like to reappoint Michael Gividen.
Councilmember Ian Theodore would like to reappoint Rick Carruth.



AGENDA INFORMATION SHEET

MEETING DATE: May 12, 2025

AGENDA ITEM: Consider and act on an appointment to the Economic Development Corporation.

SUMMARY: Place 2 will be appointed for a term expiring December 2026.



AGENDA INFORMATION SHEET

MEETING DATE: May 12, 2025

AGENDA ITEM: Consider and act on appointments to the Parks and Recreation Board.

SUMMARY: Places 1, 3, 5 and 7 will be appointed for a two-year term expiring June 2027.



AGENDA INFORMATION SHEET

MEETING DATE: May 12, 2025

AGENDA ITEM: Consider and act on appointments to the Planning and Zoning Commission.

SUMMARY: Places 1, 3, 5 and 7 will be appointed for a two-year term expiring June 2027.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0512-___**

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 HALFF ASSOCIATES, INC., CONCERNING HICKORY CREEK LEISURE CENTER PHASE 1 AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. (hereinafter the “Agreement”) concerning Hickory Creek Leisure Center Phase 1 , a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 12th day of May, 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0512-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF HICKORY CREEK, TEXAS, NOMINATING ONE
CANDIDATE TO A SLATE OF NOMINEES FOR THE
BOARD OF MANAGERS OF THE DENCO AREA 9-1-1
DISTRICT.**

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

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

Section 1

The Town of Hickory Creek hereby **NOMINATES** John M. Smith, Jr. as a candidate for appointment to the Board of Managers for the Denco Area 9-1-1 District.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 12th day of May, 2025.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

APPROVED AS TO FORM:

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

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

Contact

john.smith@hickorycreek-tx.gov

www.linkedin.com/in/jmsmithjr
(LinkedIn)

Top Skills

Strategic Planning

Proven Leadership

Community Partnership
Development

John M. Smith Jr

Town Manager | Executive Director of Economic Development Corporation
Hickory Creek, TX

Public Service Experience

Town of Hickory Creek

- Town Manager May 2015 - Present
- Executive Director of Economic Development Corporation May 2015 – Present
- Mayor 2006-2015
- Councilmember 2002-2006

Professional Experience

- Peterbilt Motors
- Home Interior and Gifts
- United Parcel Service

Certifications

- Certified Public Manager
- Code Enforcement Officer
- Stormwater Inspector

Community Involvement

- Lake Dallas Independent School District Educational Improvement Committee.
- North Central Texas Economic Development District Board.
- Boy Scouts of America – Eagle Scout

Education

Dallas Baptist University, Bachelor of Science