



**FIRST AMENDED NOTICE OF  
REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, MAY 23, 2022, 6:00 PM**

**AGENDA**

**Call to Order**

**Roll Call**

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

**Invocation**

**Presentation of Awards**

1. 2022 Female Athlete of the Year.
2. 2022 Male Athlete of the Year.
3. 2022 Scholars of the Year.

**Proclamations**

**Items of Community Interest**

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

**Public Comment**

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

**Consent Agenda**

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

- [4.](#) April 2022 Council Meeting Minutes.
- [5.](#) April 2022 Financial Statements.
- [6.](#) Resolution designating Jorja Elliott as the 2022 Female Athlete of the Year.
- [7.](#) Resolution designating Brendan Sorsby as the 2022 Male Athlete of the Year.
- [8.](#) Resolution designating Landry Billingsley as the 2022 Lake Dallas High School Scholar of the Year.
- [9.](#) Resolution designating Hayden Hiatt as the 2022 Founders Classical Academy Scholar of the Year.
- [10.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas re-appointing a presiding judge and an associate judge for Municipal Court of Record No. 1.
- [11.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Cynthia Burkett for municipal judge services.
- [12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Nicholas Wohr for municipal judge services.
- [13.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning use of Denton County Police Communication Network.
- [14.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning dispatch services.
- [15.](#) Consider and act on a resolution by the Town of Hickory Creek, Texas, ("Town") suspending Oncor Electric Delivery Company, LLC's proposed effective date of June 17, 2022, for ninety days in connection with Oncor's statement of intent to increase rates filed on or about May 13, 2022; requiring the reimbursement of municipal rate case expenses; authorizing participation in a coalition of similarly situated cities; authorizing intervention and participation in related rate proceedings; authorizing the retention of special counsel.

#### **Regular Agenda**

16. Presentation of Certificates of Election and Administration of Oaths of Office to candidates elected.
17. Interview for various boards and commissions.

18. Conduct a public hearing continued from March 28, 2022 and April 25, 2022 regarding a request from David Palmer on behalf of the Weitzman Group to change the zoning description from C-1 Commercial to Planned Development on an 11.890 acre tract of land in the J.W. Simmons Survey, Abstract No. A1163A in the Town of Hickory Creek, Denton County Texas, and being legally described as part of the following tracts: Tract 34A, Tract 34C, Tract 35A (pt), and Tract 35A (2) and consider and act on an ordinance for the same. The property is located between the 1000 block of Hickory Creek Boulevard and the 8300 block of Stemmons Freeway.
- [19.](#) Consider and act on a final plat of The Olana at Hickory Creek, Lot 1, Block 1: being 38.5858 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The property is located at 1851 Turbeville Road.
20. Presentation from Halff Associates regarding a Comprehensive Plan Update.
21. Consider and act on allocating funds to update the Comprehensive Plan.
- [22.](#) 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 amendment to a development agreement by and between the Town of Hickory Creek, Texas and Reserve at Hickory Creek, LLC.
- [23.](#) 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 and agreement between the Town of Hickory Creek and Reserve at Hickory Creek, LLC. and Citizens 1st Bank concerning collateral assignment of an interest in a development agreement.
- [24.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek to execute and amendment to an Interlocal Agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning road construction.
- [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 between the Town of Hickory Creek, Texas and Sycamore Cove Homeowners' Association concerning stormwater facility maintenance.
- [26.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a master application and fee schedule; and providing an effective date.
- [27.](#) Consider and act on appointments to the Arts and Culture Board.
- [28.](#) Consider and act on appointments to Board of Adjustments.
- [29.](#) Consider and act on appointments to the Parks and Recreation Board.
- [30.](#) Consider and act on appointments to the Planning and Zoning Commission.
31. Consider and act on nomination of the 2021 Hickory Creek Business of the Year.
32. Consider and act on nomination of the 2021 Hickory Creek Citizen of the Year.

33. Consider and act on appointment of Mayor Pro Tem.
- [34.](#) Consider and act on appointments to the Code of Ethics Board.
35. Consider and act on appointing councilmembers as liaisons for various boards and commissions.

### **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.

36. Broadband services, contractual terms, and legal obligations.

### **Reconvene into Open Session**

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

### **Future Agenda Items**

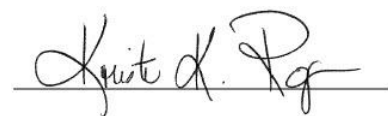
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

### **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 20, 2022 at 10:30 a.m.

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

Kristi Rogers, Town Secretary  
Town of Hickory Creek

**WORK SESSION OF THE TOWN COUNCIL  
PRAIRIE HOUSE RESTAURANT  
119 E. MAIN STREET, LEWISVILLE, TEXAS 75057  
MONDAY, APRIL 11, 2022**

**MINUTES**

**Call to Order**

Mayor Clark called the meeting to order at 6:08 p.m.

**Roll Call**

The following members were present:

Mayor Lynn Clark

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Chris Gordon

Mayor Pro Tem Paul Kenney

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

**Invocation**

Mayor Pro Tem Kenney gave the invocation.

**Regular Agenda**

1. Discussion regarding strategic planning and capital improvement projects.

John Smith, town administrator, provided information to the town council regarding capital improvement projects and related costs. Discussions were held. Projects will be considered at future town council meetings.

2. Discussion regarding the 2021-2022 fiscal year budget.

Discussions were held regarding the 2021-2022 fiscal year budget. A budget amendment will be presented for consideration at the April 25, 2022, regular meeting.

3. Discussion regarding the 2022 Lake Cities 4th of July Celebration.

Discussions were held regarding the 2022 Lake Cities 4th of July Celebration.

**Adjournment**

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

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

**Town of Hickory Creek**  
**April 11, 2022**  
**Page 2**

The meeting did then stand adjourned at 9:20 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

**FIRST AMENDED  
REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, APRIL 25, 2022**

**MINUTES**

**Call to Order**

Mayor Clark called the meeting to order at 6:01 p.m.

**Roll Call**

The following members were present:

Mayor Lynn Clark

Councilmember Randy Gibbons

Councilmember Richard DuPree

Mayor Pro Tem Paul Kenney

The following member was absent:

Councilmember Chris Gordon

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Trey Sargent, Town Attorney

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

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

**Invocation**

Mayor Pro Tem Kenney gave the invocation.

**Presentation of Awards**

1. Life Saving Award

Chief Dunn presented Sergeant William Townsend with a Life Saving Award for his actions on April 11, 2022.

**Proclamations**

2. Motorcycle Safety and Awareness

Mayor Clark proclaimed May 2022 as Motorcycle Safety & Awareness Month in the Town of Hickory Creek.

## **Town of Hickory Creek**

**April 25, 2022**

**Page 2**

### **Items of Community Interest**

Hickory Creek Animal Services will host a Low-Cost Vaccination Clinic on Saturday, May 7, 2022, from 10:00 a.m. until 1:00 p.m. at 970 Main Street, Hickory Creek, Texas 75065.

May 7, 2022, Joint, General & Special Elections early voting will be held April 25, 2022 – May 3, 2022.

May 24, 2022, Primary Runoff Election early voting will be held May 16, 2022 – May 20, 2022.

### **Public Comment**

There were no speakers for public comment.

### **Consent Agenda**

3. March 2022 Council Meeting Minutes
4. March 2022 Financial Statements
5. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 3, Building Regulations, by adopting the 2021 International Fire Code as published by the National Fire Protection Association, with local amendments, as amended by the Lake Cities Fire Department.
6. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 12: Traffic and Vehicles: Article 12:06 Motorized Carts.
7. 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.
8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and MDM, Inc. for a license to use the Town's boat ramp and dock.

Motion made by Councilmember DuPree to approve consent agenda items 3-8 as presented, Seconded by Councilmember Gibbons.

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

Motion passed unanimously.

### **Regular Agenda**

9. Conduct a public hearing continued from March 28, 2022 regarding a request from David Palmer on behalf of the Weitzman Group to change the zoning description from C-1 Commercial to Planned Development on an 11.890 acre tract of land in the J.W. Simmons Survey, Abstract No. A1163A in the Town of Hickory Creek, Denton County Texas, and being legally described as part of the following tracts: Tract 34A, Tract 34C, Tract 35A (pt), and Tract 35A (2) and consider and act on an ordinance for the same.

**Town of Hickory Creek**

**April 25, 2022**

**Page 3**

The property is located between the 1000 block of Hickory Creek Boulevard and the 8300 block of Stemmons Freeway.

Mayor Clark called the public hearing to order at 6:12 p.m.

Motion made by Councilmember Gibbons to keep the public hearing open and continue it to the May 23, 2022, Town Council Meeting, Seconded by Mayor Pro Tem Kenney.

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

Motion passed unanimously.

10. Consider and act on a preliminary plat of Jefferson Hickory Creek Lots 1 and 2, 13.6211 acres in the J.W. Simmons Survey, Abstract No. 1163, Town of Hickory Creek, Denton County Texas.

Motion made by Mayor Pro Tem Kenney to accept the request to withdraw the preliminary plat by the applicant, Seconded by Councilmember DuPree.

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

Motion passed unanimously.

11. Consider and act on a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning issuance of a license to use the Town's boat ramp and dock to MDM, Inc.

Motion made by Mayor Pro Tem Kenney to approve a resolution authorizing the Mayor to execute an agreement concerning issuance of a license to use the Town's boat ramp and dock to MDM, Inc, Seconded by Councilmember DuPree.

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

Motion passed unanimously.

12. Consider and act on a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning issuance of a license to use the Town's boat ramp and dock to WaterToyz, LLC.

Motion made by Mayor Pro Tem Kenney to approve a resolution authorizing the Mayor to execute an agreement concerning issuance of a license to use the Town's boat ramp and dock to WaterToyz, LLC.in amount of \$12,500.00 with an expiration date of October 15, 2022, Seconded by Councilmember DuPree.

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

Motion passed unanimously.

13. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an amendment to an agreement between the Town of Hickory Creek, Texas, the City of Corinth, the City of Lake Dallas and the Town of Shady Shores, Texas concerning consulting services to evaluate broadband service providers.

**Town of Hickory Creek**

**April 25, 2022**

**Page 4**

Motion made by Councilmember Gibbons to approve a resolution authorizing the Mayor to execute an agreement between the Town of Hickory Creek, Texas, the City of Corinth, the City of Lake Dallas and the Town of Shady Shores, Texas concerning consulting services to evaluate broadband service providers, Seconded by Mayor Pro Tem Kenney. Voting Yea: Councilmember Gibbons, Councilmember DuPree, Mayor Pro Tem Kenney. Motion passed unanimously.

14. Consider and act on nomination of the 2021 Hickory Creek Business of the Year.

15. Consider and act on nomination of the 2021 Hickory Creek Citizen of the Year.

Motion made by Councilmember Gibbons to consider items 14 and 15 at the May 23, 2022, regular meeting, Seconded by Mayor Pro Tem Kenney. Voting Yea: Councilmember Gibbons, Councilmember DuPree, Mayor Pro Tem Kenney. Motion passed unanimously.

16. Consider and act on nomination of the 2022 Founders Classical Academy Hickory Creek Scholar of the Year.

17. Consider and act on nomination of the 2022 LDISD Hickory Creek Female Athlete of the Year.

18. Consider and act on nomination of the 2022 LDISD Hickory Creek Male Athlete of the Year.

19. Consider and act on nomination of the 2022 LDISD Hickory Creek Scholar of the Year.

Founders Classical Academy recommended Hayden Hiatt for Scholar of the Year, Lake Dallas High School recommended Jorja Elliott for Female Athlete of the Year, Brendan Sorsby for Male Athlete of the Year and Landry Billingsley for Scholar of the Year.

Motion made by Councilmember Gibbons to approve items 16, 17, 18 and 19 with the recommendations provided by each school, Seconded by Councilmember DuPree. Voting Yea: Councilmember Gibbons, Councilmember DuPree, Mayor Pro Tem Kenney. Motion passed unanimously.

20. Consider and act on allocating funds for an amphitheater and playground area to be located at 1075 Ronald Reagan Avenue.

Motion made by Councilmember Gibbons to allocate funds in the amount of \$120,000 for a playground to be located at or near 1075 Ronald Reagan Avenue, Seconded by Mayor Pro Tem Kenney. Voting Yea: Councilmember Gibbons, Councilmember DuPree, Mayor Pro Tem Kenney. Motion passed unanimously.

21. Consider and act on allocating funds to purchase two vehicles for the police department.

Motion made by Mayor Pro Tem Kenney to approve funds in an amount not to exceed \$120,000 to purchase two vehicles for the police department as discussed, Seconded by Councilmember DuPree.

## **Town of Hickory Creek**

**April 25, 2022**

**Page 5**

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

22. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Ordinance 2021-08-883; the 2021-2022 budget as adopted.

Motion made by Mayor Pro Tem Kenney to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Ordinance 2021-08-883; the 2021-2022 budget as adopted, Seconded by Councilmember Gibbons.

A roll call vote was taken. Councilmember Gibbons voted yea, Councilmember DuPree voted yea, Mayor Pro Tem Kenney voted yea. Motion passed unanimously.

23. Discussion regarding updates on license plate readers and canine program.

Chief Dunn provided an overview on license plate readers and canine program and answered questions from the town council.

24. Discussion regarding yearly appreciation dinner for volunteers and staff.

Discussion was held regarding the yearly appreciation dinner for volunteers and staff. The event will be held in the fall.

25. First reading of a resolution of the Town Council of the Town of Hickory Creek, Texas, authorizing the Hickory Creek Economic Development Corporation, a Type B Economic Development Corporation, to acquire an approximately 0.933 acre tract or tracts of land.

26. Second reading of a resolution and consider and action by the Town Council of the Town of Hickory Creek, Texas, authorizing the Hickory Creek Economic Development Corporation, a Type B Economic Development Corporation, to acquire an approximately 0.933 acre tract or tracts of land.

Motion made by Councilmember Gibbons to approve a resolution authorizing the Hickory Creek Economic Development Corporation, to acquire an approximately 0.933 acre tract or tracts of land, Seconded by Councilmember DuPree.

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

### **Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 8:43 p.m. to discuss the following matters.

#### **Section 551.071**

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

27. Broadband services, contractual terms, and legal obligations.

**Reconvene into Open Session**

The Town Council reconvened into open session at 9:27 p.m.

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

No action taken.

**Future Agenda Items**

There were no future agenda items.

**Adjournment**

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

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

Motion passed unanimously.

The meeting did then stand adjourned at 9:28 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

4:34 PM

05/17/22

Accrual Basis

## Town of Hickory Creek

## Balance Sheet

As of April 30, 2022

	Apr 30, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	22,508.57
BOA - Drug Forfeiture	420.61
BOA - Drug Seizure	3,936.51
BOA - General Fund	507,337.97
BOA - Parks and Recreation	54,523.17
BOA - Payroll	260.00
BOA - Police State Training	5,186.03
Logic 2020 CO's	4,009,918.12
Logic Animal Shelter Facility	9,588.85
Logic Coronavirus Recovery Fund	595,762.24
Logic Harbor Ln-Sycamore Bend	80,464.31
Logic Investment Fund	6,236,318.07
Logic Turbeville Road	94,981.52
<b>Total Checking/Savings</b>	<b>11,621,205.97</b>
<b>Accounts Receivable</b>	
Municipal Court Payments	6,148.00
<b>Total Accounts Receivable</b>	<b>6,148.00</b>
<b>Total Current Assets</b>	<b>11,627,353.97</b>
<b>TOTAL ASSETS</b>	<b>11,627,353.97</b>
<b>LIABILITIES &amp; EQUITY</b>	<b>0.00</b>

## Town of Hickory Creek

## Profit &amp; Loss

April 2022

	Apr 22
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	7,613.63
4004 M&O Penalties & Interest	837.85
4006 Delinquent M&O	-773.57
4008 I&S Debt Service	4,134.32
4010 I&S Penalties & Interest	451.84
4012 Delinquent I&S	-531.28
Total Ad Valorem Tax Revenue	11,732.79
Building Department Revenue	
4102 Building Permits	142,325.40
4104 Certificate of Occupancy	4,500.00
4106 Contractor Registration	2,025.00
4112 Health Inspections	460.00
4124 Sign Permits	200.00
4128 Variance Fee	1,000.00
Total Building Department Revenue	150,510.40
Franchise Fee Revenue	
4202 Atmos Energy	65,388.09
4208 CoServ	1,339.84
4210 Oncor Electric	1,182.25
4212 Republic Services	4,295.88
Total Franchise Fee Revenue	72,206.06
Interest Revenue	
4330 General Fund Interest	1.05
4332 Investment Interest	3,800.68
Total Interest Revenue	3,801.73
Miscellaneous Revenue	
4502 Animal Adoption & Impound	435.00
4508 Annual Park Passes	1,250.15
4510 Arrowhead Park Fees	2,805.00
4512 Beer & Wine Permit	30.00
4526 Mineral Rights	228.61
4530 Other Receivables	12,452.40
4536 Point Vista Park Fees	865.00
4550 Sycamore Bend Fees	2,325.00
4558 Harbor Lane/Sycamore Bend	1,750.00
Total Miscellaneous Revenue	22,141.16
Municipal Court Revenue	
4602 Building Security Fund	1,440.73
4604 Citations	42,821.10
4606 Court Technology Fund	1,212.75
4608 Jury Fund	27.95
4610 Truancy Fund	1,397.59
4612 State Court Costs	22,899.57
4614 Child Safety Fee	25.00
Total Municipal Court Revenue	69,824.69
Sales Tax Revenue	
4702 Sales Tax General Fund	124,497.20
4706 Sales Tax 4B Corporation	17,785.32
4708 Sales Tax Mixed Beverage	2,737.58
Total Sales Tax Revenue	145,020.10
Total Income	475,236.93

**Town of Hickory Creek**  
**Profit & Loss**  
**April 2022**

	Apr 22
Gross Profit	475,236.93
Expense	
Capital Outlay	
5010 Street Maintenance	1,577.11
5012 Streets & Road Improvement	32,575.01
5026 Fleet Vehicles	4,525.55
Total Capital Outlay	38,677.67
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	5,402.90
5208 Copier Rental	346.63
5216 Volunteer/Staff Events	162.20
5218 General Communications	476.00
5222 Office Supplies & Equip.	77.47
5224 Postage	1,102.58
5228 Town Council/Board Expense	575.83
Total General Government	8,158.61
Municipal Court	
5304 Building Security	586.93
5312 Court Technology	151.40
5318 Merchant Fees/Credit Cards	-371.11
5322 Office Supplies/Equipment	239.99
5324 State Court Costs	59,257.65
5332 Warrants Collected	3,233.16
Total Municipal Court	63,098.02
Parks and Recreation	
5408 Tanglewood Park	45.66
Total Parks and Recreation	45.66
Parks Corps of Engineer	
5432 Arrowhead	1,724.80
5434 Harbor Grove	26.53
5436 Point Vista	138.34
5438 Sycamore Bend	3,091.57
Total Parks Corps of Engineer	4,981.24
Personnel	
5502 Administration Wages	36,901.41
5506 Police Wages	75,209.41
5507 Police Overtime Wages	3,251.67
5508 Public Works Wages	15,442.87
5509 Public Works Overtime Wage	229.12
5510 Health Insurance	25,189.78
5514 Payroll Expense	1,910.84
5520 Unemployment (TWC)	214.97
Total Personnel	158,350.07
Police Department	
5602 Auto Gas & Oil	4,850.23
5606 Auto Maintenance & Repair	3,668.99
5612 Computer Hardware/Software	488.82
5626 Office Supplies/Equipment	81.96
5630 Personnel Equipment	481.39
5636 Uniforms	105.06
5640 Training & Education	1,180.20
5648 K9 Unit	2.57
Total Police Department	10,859.22
Public Works Department	

4:37 PM

05/17/22

Accrual Basis

## Town of Hickory Creek

## Profit &amp; Loss

April 2022

	Apr 22
5708 Animal Control Vet Fees	249.45
5710 Auto Gas & Oil	1,358.62
5714 Auto Maintenance/Repair	189.93
5716 Beautification	882.00
5724 Equipment Maintenance	254.94
5728 Equipment Supplies	1,039.58
5734 Communications	311.71
5742 Uniforms	269.54
5748 Landscaping Services	3,250.94
<b>Total Public Works Department</b>	<b>7,806.71</b>
<b>Services</b>	
5804 Attorney Fees	5,265.75
5814 Engineering	6,460.40
5818 Inspections	13,600.00
5822 Legal Notices/Advertising	64.50
5824 Library Services	172.70
5826 Municipal Judge	1,150.00
5828 Printing	266.49
<b>Total Services</b>	<b>26,979.84</b>
<b>Utilities &amp; Maintenance</b>	
5902 Bldg Maintenance/Supplies	12,796.15
5906 Gas	273.18
5908 Street Lighting	3,297.45
5910 Telephone	649.66
5912 Water	916.15
<b>Total Utilities &amp; Maintenance</b>	<b>17,932.59</b>
<b>Total Expense</b>	<b>336,889.63</b>
<b>Net Ordinary Income</b>	<b>138,347.30</b>
<b>Net Income</b>	<b>138,347.30</b>

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 58.31%**  
**October 2021 through April 2022**

	Oct '21 - Apr 22	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	1,437,967.30	1,484,251.00	96.9%
4004 M&O Penalties & Interest	3,533.21	3,000.00	117.8%
4006 Delinquent M&O	261.90	1,000.00	26.2%
4008 I&S Debt Service	782,047.23	805,976.00	97.0%
4010 I&S Penalties & Interest	1,851.65	1,500.00	123.4%
4012 Delinquent I&S	121.24	750.00	16.2%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,225,782.53</b>	<b>2,296,477.00</b>	<b>96.9%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	649,216.21	750,000.00	86.6%
4104 Certificate of Occupancy	18,250.00	25,000.00	73.0%
4106 Contractor Registration	7,875.00	7,500.00	105.0%
4108 Preliminary/Final Plat	2,275.00	2,275.00	100.0%
4110 Prelim/Final Site Plan	9,876.00	9,786.00	100.9%
4112 Health Inspections	10,120.00	10,000.00	101.2%
4122 Septic Permits	2,275.00	3,000.00	75.8%
4124 Sign Permits	900.00	1,000.00	90.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	2,500.00	2,000.00	125.0%
4130 Vendor Fee	575.00	700.00	82.1%
4132 Alarm Permit Fees	500.00	500.00	100.0%
<b>Total Building Department Revenue</b>	<b>704,362.21</b>	<b>811,961.00</b>	<b>86.7%</b>
<b>Franchise Fee Revenue</b>			
4202 Atmos Energy	65,388.09	46,000.00	142.1%
4204 Charter Communications	21,255.95	42,900.00	49.5%
4206 CenturyLink	0.00	0.00	0.0%
4208 CoServ	3,961.81	4,700.00	84.3%
4210 Oncor Electric	132,559.70	131,500.00	100.8%
4212 Republic Services	25,928.67	48,000.00	54.0%
<b>Total Franchise Fee Revenue</b>	<b>249,094.22</b>	<b>273,100.00</b>	<b>91.2%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	7.26	50.00	14.5%
4332 Investment Interest	8,990.33	7,500.00	119.9%
<b>Total Interest Revenue</b>	<b>8,997.59</b>	<b>7,550.00</b>	<b>119.2%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	0.00	45,500.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>45,500.00</b>	<b>0.0%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	4,725.00	10,600.00	44.6%
4506 Animal Shelter Donations	2,280.00	2,280.00	100.0%
4508 Annual Park Passes	7,291.35	25,000.00	29.2%
4510 Arrowhead Park Fees	12,398.00	40,000.00	31.0%
4512 Beer & Wine Permit	60.00	150.00	40.0%
4516 Corp Parks Fund Reserve	0.00	43,986.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	111,092.00	0.0%
4526 Mineral Rights	829.76	1,000.00	83.0%
4530 Other Receivables	199,977.75	200,000.00	100.0%
4534 PD State Training	1,025.45	1,026.00	99.9%
4536 Point Vista Park Fees	4,786.00	12,000.00	39.9%
4546 Street Improv Restricted	0.00	265,000.00	0.0%
4550 Sycamore Bend Fees	15,062.00	15,000.00	100.4%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 58.31%**  
**October 2021 through April 2022**

	Oct '21 - Apr 22	Budget	% of Budget
4558 Harbor Lane/Sycamore Bend	28,000.00	26,250.00	106.7%
4560 2020 CO Proceeds	0.00	120,000.00	0.0%
4562 Coronavirus Local Recovery	0.00	595,240.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>276,435.31</b>	<b>1,514,402.00</b>	<b>18.3%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	8,706.54	9,270.00	93.9%
4604 Citations	271,455.18	450,000.00	60.3%
4606 Court Technology Fund	7,337.49	12,115.00	60.6%
4608 Jury Fund	167.96	200.00	84.0%
4610 Truancy Fund	8,397.01	7,500.00	112.0%
4612 State Court Costs	142,820.10	250,000.00	57.1%
4614 Child Safety Fee	199.16	800.00	24.9%
<b>Total Municipal Court Revenue</b>	<b>439,083.44</b>	<b>729,885.00</b>	<b>60.2%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	1,065,174.95	1,662,500.00	64.1%
4706 Sales Tax 4B Corporation	152,167.85	237,500.00	64.1%
4708 Sales Tax Mixed Beverage	19,077.28	30,000.00	63.6%
<b>Total Sales Tax Revenue</b>	<b>1,236,420.08</b>	<b>1,930,000.00</b>	<b>64.1%</b>
<b>Total Income</b>	<b>5,140,175.38</b>	<b>7,608,875.00</b>	<b>67.6%</b>
<b>Gross Profit</b>	<b>5,140,175.38</b>	<b>7,608,875.00</b>	<b>67.6%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	6,436.43	25,000.00	25.7%
5012 Streets & Road Improvement	193,806.07	265,000.00	73.1%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	6,274.50	42,500.00	14.8%
5026 Fleet Vehicles	47,056.60	202,000.00	23.3%
5030 Sycamore Bend Construction	36,955.00	36,955.00	100.0%
5032 Broadband Initiative	0.00	595,240.00	0.0%
<b>Total Capital Outlay</b>	<b>290,528.60</b>	<b>1,166,695.00</b>	<b>24.9%</b>
<b>Debt Service</b>			
5106 2012 Refunding Bond Series	3,618.73	267,004.00	1.4%
5110 2015 Refunding Bond Series	52,100.00	308,400.00	16.9%
5112 2015 C.O. Series	56,575.00	276,350.00	20.5%
5114 2020 C.O. Series	52,475.00	204,950.00	25.6%
<b>Total Debt Service</b>	<b>164,768.73</b>	<b>1,056,704.00</b>	<b>15.6%</b>
<b>General Government</b>			
5202 Bank Service Charges	45.00	200.00	22.5%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	24,513.85	106,222.00	23.1%
5208 Copier Rental	2,498.34	4,200.00	59.5%
5210 Dues & Memberships	2,612.90	3,000.00	87.1%
5212 EDC Tax Payment	134,394.53	237,500.00	56.6%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	3,899.57	10,500.00	37.1%
5218 General Communications	16,474.49	28,000.00	58.8%
5222 Office Supplies & Equip.	2,554.31	5,000.00	51.1%
5224 Postage	4,701.72	5,800.00	81.1%
5226 Community Cause	25,144.09	28,000.00	89.8%
5228 Town Council/Board Expense	4,818.73	6,500.00	74.1%
5230 Training & Education	1,009.00	1,500.00	67.3%
5232 Travel Expense	0.00	1,500.00	0.0%
5234 Staff Uniforms	925.58	926.00	100.0%
<b>Total General Government</b>	<b>223,592.11</b>	<b>439,148.00</b>	<b>50.9%</b>

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 58.31%**  
**October 2021 through April 2022**

	Oct '21 - Apr 22	Budget	% of Budget
<b>Municipal Court</b>			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	786.93	9,270.00	8.5%
5312 Court Technology	6,383.55	12,115.00	52.7%
5314 Dues & Memberships	55.00	120.00	45.8%
5318 Merchant Fees/Credit Cards	-903.32	0.00	100.0%
5322 Office Supplies/Equipment	521.93	1,200.00	43.5%
5324 State Court Costs	194,448.96	250,000.00	77.8%
5326 Training & Education	100.00	100.00	100.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-3,638.50	0.00	100.0%
<b>Total Municipal Court</b>	<b>197,754.55</b>	<b>273,380.00</b>	<b>72.3%</b>
<b>Parks and Recreation</b>			
5402 Events	1,320.84	2,000.00	66.0%
5408 Tanglewood Park	793.83	2,000.00	39.7%
5412 KHCB	175.00	500.00	35.0%
5414 Tree City USA	0.00	500.00	0.0%
5416 Town Hall Park	0.00	120,000.00	0.0%
<b>Total Parks and Recreation</b>	<b>2,289.67</b>	<b>125,000.00</b>	<b>1.8%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	75,890.04	80,000.00	94.9%
5434 Harbor Grove	1,187.51	3,000.00	39.6%
5436 Point Vista	40,714.18	45,000.00	90.5%
5438 Sycamore Bend	14,666.17	20,000.00	73.3%
<b>Total Parks Corps of Engineer</b>	<b>132,457.90</b>	<b>148,000.00</b>	<b>89.5%</b>
<b>Personnel</b>			
5502 Administration Wages	275,035.39	474,280.00	58.0%
5506 Police Wages	542,342.32	983,721.00	55.1%
5507 Police Overtime Wages	9,243.29	10,000.00	92.4%
5508 Public Works Wages	116,667.52	204,506.00	57.0%
5509 Public Works Overtime Wage	1,739.13	1,200.00	144.9%
5510 Health Insurance	156,356.40	261,200.00	59.9%
5512 Longevity	12,910.00	13,076.00	98.7%
5514 Payroll Expense	14,006.45	22,000.00	63.7%
5516 Employment Exams	945.40	2,500.00	37.8%
5518 Retirement (TMRS)	140,970.53	239,305.00	58.9%
5520 Unemployment (TWC)	1,082.20	6,048.00	17.9%
5522 Workman's Compensation	31,506.40	31,510.00	100.0%
<b>Total Personnel</b>	<b>1,302,805.03</b>	<b>2,249,346.00</b>	<b>57.9%</b>
<b>Police Department</b>			
5602 Auto Gas & Oil	22,696.74	30,000.00	75.7%
5606 Auto Maintenance & Repair	27,129.67	30,000.00	90.4%
5610 Books & Subscriptions	575.63	750.00	76.8%
5612 Computer Hardware/Software	35,191.51	40,000.00	88.0%
5614 Crime Lab Analysis	2,316.34	4,500.00	51.5%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	1,198.03	1,800.00	66.6%
5630 Personnel Equipment	41,943.55	50,000.00	83.9%
5634 Travel Expense	820.82	2,500.00	32.8%
5636 Uniforms	8,711.16	13,000.00	67.0%
5640 Training & Education	7,088.20	7,500.00	94.5%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	65.68	700.00	9.4%
5648 K9 Unit	1,454.61	3,000.00	48.5%
5650 Task Force Forfeiture	0.00	15,000.00	0.0%
<b>Total Police Department</b>	<b>149,191.94</b>	<b>199,750.00</b>	<b>74.7%</b>
<b>Public Works Department</b>			

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 58.31%**  
**October 2021 through April 2022**

	Oct '21 - Apr 22	Budget	% of Budget
5702 Animal Control Donation	0.00	2,280.00	0.0%
5704 Animal Control Equipment	0.00	500.00	0.0%
5706 Animal Control Supplies	394.81	900.00	43.9%
5708 Animal Control Vet Fees	7,475.76	10,000.00	74.8%
5710 Auto Gas & Oil	11,380.48	20,000.00	56.9%
5714 Auto Maintenance/Repair	4,899.94	7,000.00	70.0%
5716 Beautification	887.34	25,000.00	3.5%
5718 Computer Hardware/Software	0.00	1,000.00	0.0%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	25,576.58	27,000.00	94.7%
5724 Equipment Maintenance	3,544.29	6,000.00	59.1%
5726 Equipment Rental	0.00	2,500.00	0.0%
5728 Equipment Supplies	3,554.87	5,000.00	71.1%
5732 Office Supplies/Equipment	127.00	500.00	25.4%
5734 Communications	2,210.27	3,800.00	58.2%
5738 Training	599.00	800.00	74.9%
5740 Travel Expense	354.23	1,000.00	35.4%
5742 Uniforms	1,705.03	2,500.00	68.2%
5748 Landscaping Services	12,344.34	110,000.00	11.2%
<b>Total Public Works Department</b>	<b>75,053.94</b>	<b>226,130.00</b>	<b>33.2%</b>
<b>Services</b>			
5802 Appraisal District	6,681.58	13,375.00	50.0%
5804 Attorney Fees	36,184.33	66,000.00	54.8%
5806 Audit	14,000.00	14,000.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	0.00	0.0%
5814 Engineering	33,414.67	125,000.00	26.7%
5816 General Insurance	38,410.12	38,415.00	100.0%
5818 Inspections	38,645.00	75,000.00	51.5%
5820 Fire Service	685,106.25	970,692.00	70.6%
5822 Legal Notices/Advertising	586.70	2,500.00	23.5%
5824 Library Services	856.70	750.00	114.2%
5826 Municipal Judge	8,050.00	13,800.00	58.3%
5828 Printing	1,002.24	1,500.00	66.8%
5830 Tax Collection	0.00	2,700.00	0.0%
5832 Computer Technical Support	42,081.20	42,082.00	100.0%
5838 DCCAC	0.00	1,000.00	0.0%
5840 Denton County Dispatch	0.00	30,808.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	200.00	200.00	100.0%
<b>Total Services</b>	<b>905,218.79</b>	<b>1,400,022.00</b>	<b>64.7%</b>
<b>Special Events</b>			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	5,832.24	8,000.00	72.9%
6010 Arts and Cultural Events	0.00	5,000.00	0.0%
<b>Total Special Events</b>	<b>5,832.24</b>	<b>20,000.00</b>	<b>29.2%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	132,315.22	185,000.00	71.5%
5904 Electric	13,600.93	27,000.00	50.4%
5906 Gas	1,699.98	1,700.00	100.0%
5908 Street Lighting	23,142.64	38,000.00	60.9%
5910 Telephone	22,520.47	35,000.00	64.3%
5912 Water	10,714.93	18,000.00	59.5%
<b>Total Utilities &amp; Maintenance</b>	<b>203,994.17</b>	<b>304,700.00</b>	<b>66.9%</b>
<b>Total Expense</b>	<b>3,653,487.67</b>	<b>7,608,875.00</b>	<b>48.0%</b>
<b>Net Ordinary Income</b>	<b>1,486,687.71</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>1,486,687.71</b>	<b>0.00</b>	<b>100.0%</b>

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**April 2022**

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5010 Street Maintenance</b>				
Bill	04/26/2022	Inv 45...	Camelot Landfill-4525	1,334.41
Total 5010 Street Maintenance				1,334.41
<b>5012 Streets &amp; Road Improvement</b>				
Check	04/25/2022	4277	Don Smith Concrete, LLC.	25,025.00
Bill	04/26/2022	Invoic...	Half Associates, Inc.	7,280.00
Total 5012 Streets & Road Improvement				32,305.00
<b>5026 Fleet Vehicles</b>				
Check	04/20/2022	Debit	ENTERPRISE FM TR DESDIRECT PAY	4,525.55
Total 5026 Fleet Vehicles				4,525.55
Total Capital Outlay				38,164.96
<b>General Government</b>				
<b>5206 Computer Hardware/Software</b>				
Check	04/19/2022	4274	City of Corinth	5,130.00
Total 5206 Computer Hardware/Software				5,130.00
Total General Government				5,130.00
<b>Municipal Court</b>				
<b>5324 State Court Costs</b>				
Check	04/28/2022	Debit	State Comptroller	59,257.65
Total 5324 State Court Costs				59,257.65
Total Municipal Court				59,257.65
<b>Parks Corps of Engineer</b>				
<b>5432 Arrowhead</b>				
Bill	04/14/2022	Invoic...	Benavides Welding Works LLC	1,275.00
Total 5432 Arrowhead				1,275.00
<b>5438 Sycamore Bend</b>				
Bill	04/14/2022	Invoic...	Benavides Welding Works LLC	1,275.00
Bill	04/26/2022	Invoic...	Half Associates, Inc.	1,605.00
Total 5438 Sycamore Bend				2,880.00
Total Parks Corps of Engineer				4,155.00
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	04/01/2022	Debit	DearbornLife DESPayment	1,402.17
Check	04/07/2022	Debit	TML0111 DESCONS COLL	22,585.89
Total 5510 Health Insurance				23,988.06
Total Personnel				23,988.06
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	04/27/2022	Debit	WEX INC DESFLEET DEBI	4,850.23
Total 5602 Auto Gas & Oil				4,850.23
<b>5606 Auto Maintenance &amp; Repair</b>				
Bill	04/14/2022	R.O.# ...	Christian Brothers Automotive	1,284.01
Total 5606 Auto Maintenance & Repair				1,284.01
<b>5640 Training &amp; Education</b>				

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05/17/22

Accrual Basis

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**April 2022**

Type	Date	Num	Name	Amount
Bill	04/06/2022	Invoic...	Lexipool, LLC	1,034.00
Total 5640 Training & Education				1,034.00
Total Police Department				7,168.24
<b>Public Works Department</b>				
<b>5710 Auto Gas &amp; Oil</b>				
Check	04/27/2022	Debit	WEX INC DESFLEET DEBI	1,358.62
Total 5710 Auto Gas & Oil				1,358.62
<b>5748 Landscaping Services</b>				
Bill	04/26/2022	Invoic...	D & D Commercial Landscape Management	3,250.94
Total 5748 Landscaping Services				3,250.94
Total Public Works Department				4,609.56
<b>Services</b>				
<b>5804 Attorney Fees</b>				
Check	04/07/2022		Law Office of Dorwin L. Sargent III, PLLC	4,730.75
Total 5804 Attorney Fees				4,730.75
<b>5814 Engineering</b>				
Bill	04/26/2022	Invoic...	Half Associates, Inc.	5,760.51
Total 5814 Engineering				5,760.51
<b>5818 Inspections</b>				
Bill	04/01/2022	Invoic...	Build by I-Codes	10,650.00
Bill	04/04/2022	Invoic...	Larry Finney	2,195.00
Total 5818 Inspections				12,845.00
<b>5826 Municipal Judge</b>				
Check	04/01/2022		Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00
Total Services				24,386.26
<b>Utilities &amp; Maintenance</b>				
<b>5902 Bldg Maintenance/Supplies</b>				
Check	04/12/2022	4273	Tredway Specialties	3,200.00
Check	04/22/2022	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,914.10
Bill	04/26/2022	Invoic...	Smart Care Equipment Solutions EEC Acquis	1,962.38
Check	04/26/2022	Debit	National Business Furniture, LLC	1,545.10
Check	04/28/2022	4280	First Out Roofing	1,000.00
Total 5902 Bldg Maintenance/Supplies				10,621.58
<b>5908 Street Lighting</b>				
Check	04/22/2022	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,116.77
Total 5908 Street Lighting				3,116.77
Total Utilities & Maintenance				13,738.35
Total Expense				180,598.08
Net Ordinary Income				-180,598.08
<b>Net Income</b>				<b>-180,598.08</b>



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

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 04/01/2022 - 04/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.4195%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 4/29/22 WAS 0.999453.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,008,536.02
04/29/2022	MONTHLY POSTING	9999888	1,382.10	4,009,918.12
	ENDING BALANCE			4,009,918.12

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,008,536.02
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	1,382.10
ENDING BALANCE	4,009,918.12
AVERAGE BALANCE	4,008,536.02

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	2,860.63





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: 04/01/2022 - 04/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.4195%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 4/29/22 WAS 0.999453.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,585.53
04/29/2022	MONTHLY POSTING	9999888	3.32	9,588.85
	ENDING BALANCE			9,588.85

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,585.53
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3.32
ENDING BALANCE	9,588.85
AVERAGE BALANCE	9,585.53

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	6.78





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: 04/01/2022 - 04/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.4195%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 4/29/22 WAS 0.999453.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			595,556.89
04/29/2022	MONTHLY POSTING	9999888	205.35	595,762.24
	ENDING BALANCE			595,762.24

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	595,556.89
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	205.35
ENDING BALANCE	595,762.24
AVERAGE BALANCE	595,556.89

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	1,174.06	0.00	424.74





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: 04/01/2022 - 04/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.4195%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 4/29/22 WAS 0.999453.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			80,436.59
04/29/2022	MONTHLY POSTING	9999888	27.72	80,464.31
	ENDING BALANCE			80,464.31

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	80,436.59
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	27.72
ENDING BALANCE	80,464.31
AVERAGE BALANCE	80,436.59

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	57.37





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: 04/01/2022 - 04/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.4195%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 4/29/22 WAS 0.999453.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			6,234,168.61
04/29/2022	MONTHLY POSTING	9999888	2,149.46	6,236,318.07
	ENDING BALANCE			6,236,318.07

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	6,234,168.61
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2,149.46
ENDING BALANCE	6,236,318.07
AVERAGE BALANCE	6,234,168.61

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	2,000,000.00	309,850.00	4,395.98





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: 04/01/2022 - 04/30/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.4195%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 4/29/22 WAS 0.999453.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			94,948.79
04/29/2022	MONTHLY POSTING	9999888	32.73	94,981.52
	ENDING BALANCE			94,981.52

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	94,948.79
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	32.73
ENDING BALANCE	94,981.52
AVERAGE BALANCE	94,948.79

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	67.73



**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2022-0523-\_\_**

**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 kids 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 2022**.

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

**PASSED AND APPROVED** by the Hickory Creek Town Council this 23<sup>rd</sup> day of May, 2022.

**APPROVED:**

\_\_\_\_\_  
Lynn C. Clark, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2022-0523-\_\_**

**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 kids 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 2022**.

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

**PASSED AND APPROVED** by the Hickory Creek Town Council this 23<sup>rd</sup> day of May, 2022.

**APPROVED:**

\_\_\_\_\_  
Lynn C. Clark, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2022-0523-\_\_**

**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 two high school students who have 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 2022**.

**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 LANDRY BILLINGSLEY.**

**PASSED AND APPROVED** by the Hickory Creek Town Council this 23<sup>rd</sup> day of May, 2022.

**APPROVED:**

\_\_\_\_\_  
Lynn C. Clark, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2022-0523-\_\_**

**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 have 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 2022**.

**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 HAYDEN HIATT**

**PASSED AND APPROVED** by the Hickory Creek Town Council this 23<sup>rd</sup> day of May, 2022.

**APPROVED:**

\_\_\_\_\_  
Lynn C. Clark, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2022-05-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS RE-APPOINTING A PRESIDING JUDGE AND AN ASSOCIATE JUDGE FOR MUNICIPAL COURT OF RECORD NO. 1; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town has enacted certain general provisions relating to the Town's Municipal Court of Record No. 1; and

**WHEREAS**, the Town Council desires to re-appoint the current Presiding Judge and Associate Judge to its Municipal Court of Record No. 1 for a term that coincides with the current term of the Mayor of the Town of Hickory Creek, Texas; and

**WHEREAS**, the Town Council has determined that such re-appointment is in the interest of public health, safety and welfare of the citizens of the Town of Hickory Creek and made pursuant to Texas Government Code Section 20.00008 and Hickory Creek Code of Ordinances Section 7.01.003.

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

**SECTION 1  
INCORPORATION OF PREMISES**

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

**SECTION 2  
FINDINGS**

After due deliberation the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

**SECTION 3  
APPOINTMENT**

The following qualified individuals are hereby re-appointed by the Town of Hickory Creek for a term to coincide with the current term of the current Mayor of the Town of Hickory Creek, Texas:

- (a) Cynthia Burkett shall be the Presiding Judge of the Municipal Court of Record No. 1 of the Town of Hickory Creek.

- (b) Nicolas Wohr shall be the Associate Judge for the Municipal Court of Record No. 1 for the Town of Hickory Creek, Texas.

**SECTION 4**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 5**  
**EFFECTIVE DATE**

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 23<sup>rd</sup> day of May, 2022.

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

ATTEST:

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0523-\_\_**

**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 CYNTHIA BURKETT FOR MUNICIPAL JUDGE SERVICES AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Cynthia Burkett (hereinafter the “Agreement”) to provide duties as Municipal Judge, 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 23<sup>rd</sup> day of May, 2022.

---

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS           §

COUNTY OF DENTON   §

**AGREEMENT**

This Agreement ("Agreement"), is made and entered into effective May 7, 2022 (the "Effective Date") by and between the Town of Hickory Creek, Texas, a Texas municipal corporation, hereinafter called "Town" and Cynthia Burkett, hereinafter called "Judge" both of whom agree as follows:

WHEREAS, Town desires to retain the services of said Judge as Presiding Judge of Municipal Court of Record No. 1 of the Town of Hickory Creek; and

WHEREAS, Judge desires to accept re-appointment as Presiding Judge and continue her duties as Presiding Judge of Hickory Creek Municipal Court of Record No. 1; and

WHEREAS, the parties acknowledge that Judge is a member of the State Bar of Texas ("State Bar") and that Judge is subject to the Code of Professional Responsibility of the State Bar and shall comply with all conditions and restrictions as set forth for municipal judges under all applicable ordinances, statutes, other law, and as required under the Texas Code of Judicial Conduct;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1. DUTIES.**

Town hereby engages the services of Judge as Presiding Judge of the Municipal Court of Record No. 1 of said Town to perform the functions and duties specified by the Code of Judicial Conduct, the Hickory Creek Code of Ordinances, Chapter 30 of the Texas Government Code, the laws of the State of Texas, and all other applicable laws, and to perform other legally permissible and proper duties and functions as Town shall from time to time assign. Such duties include court sessions, in-house training, office hours, and other services of the Municipal Court Judge for the Town of Hickory Creek.

**SECTION 2. TERM.**

- A. Judge shall be appointed commencing on the Effective Date and ending at the expiration of the current Mayor's current term. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Town to terminate the services of Judge at any time, subject only to the provisions set forth in this Agreement, or other applicable law.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Presiding Judge to resign at any time from his position with the Town, subject only to the provision set forth in this Agreement, or other applicable law.

- C. Judge agrees not to accept other employment nor to become employed by any other employer that would create a conflict of interest with the provision of her services as Presiding Judge to the Town of Hickory Creek until this Agreement is terminated by either party as provided herein.

### SECTION 3. SEPARATION.

- A. In the event Judge voluntarily resigns her position with Town before expiration of the aforesaid term of his employment, then Judge shall give Town 30 days' notice in advance, unless the parties otherwise agree.
- B. Judge shall not be entitled to any separation benefits.

### SECTION 4. COMPENSATION.

- A. Town agrees to pay Judge for her services rendered pursuant hereto at the rate of \$1,050.00 per month, payable in installments at the same time as other contractors of the Town are paid. Notwithstanding the foregoing, in any month where the Judge does not attend a regularly scheduled docket, the Town agrees to pay Judge \$950.00 per month.
- B. Judge shall not be entitled to any employee benefits including but not limited to vacation leave, sick leave, retirement and pension system contribution, holidays, health insurance, long-term disability insurance, or retirement under the Texas Municipal Retirement System. Judge is a contractor, and not an employee of the Town.

### SECTION 5. PERFORMANCE EVALUATION.

- A. The Council shall review and evaluate the performance of the Judge at least once annually.
- B. The Council and Judge shall define annually such goals and performance objectives which they determine necessary for the proper operation of the Town of Hickory Creek Municipal Court, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives.
- C. In effecting the provision of this Section, the Council and Judge mutually agree to abide by the provisions of applicable law. Nothing herein shall be construed to grant the Town the right to involuntarily remove Judge by any method other than pursuant to Texas Government Code § 30.000085, as amended.

### SECTION 6. BONDING.

Town shall bear the full cost of any fidelity or other bonds that may be required of the Presiding Judge under any law or ordinance requiring the same to be paid as a condition of the performance of an obligation or pursuant to duty in connection with Judge's performance of his duties as Presiding Judge of the Town of Hickory Creek.

SECTION 7. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Judge.
- C. If any provision, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed several, shall not be affected and shall remain in force and effect.
- D. The venue of any litigation involving this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

SECTION 8. APPROPRIATIONS.

The Town has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber available and unappropriated funds of the Town in an amount sufficient to fund and pay all financial obligations of the Town pursuant to this Agreement.

IN WITNESS WHEREOF, the Mayor as duly authorized by the Town Council and on behalf of the Town of Hickory Creek, has signed and executed this Agreement, and Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

**TOWN OF HICKORY CREEK**

\_\_\_\_\_  
Lynn C. Clark, Mayor

\_\_\_\_\_  
Cynthia Burkett Judge, Presiding Judge

**ATTEST:**

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary

**APPROVED AS TO LEGAL FORM:**

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0523-\_\_**

**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 NICHOLAS WOHR FOR MUNICIPAL JUDGE SERVICES AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Nicholas Wohr (hereinafter the “Agreement”) to provide duties as Associate Municipal Judge, 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 23<sup>rd</sup> day of May, 2022.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS           §

COUNTY OF DENTON   §

**AGREEMENT**

This Agreement ("Agreement"), is made and entered into effective May 7, 2022 (the "Effective Date") by and between the Town of Hickory Creek, Texas, a Type A general law municipality, hereinafter called "Town" and Nicholas Wohn, hereinafter called "Judge" both of whom agree as follows:

WHEREAS, Town desires to retain the services of said Judge as Associate Judge of Municipal Court of Record No. 1 of the Town of Hickory Creek; and

WHEREAS, Judge desires to re-appoint Judge as Associate Judge to continue his duties as Associate Judge of Hickory Creek Municipal Court of Record No. 1; and

WHEREAS, the parties acknowledge that Judge is a member of the State Bar of Texas ("State Bar") and that Judge is subject to the Code of Professional Responsibility of the State Bar and shall comply with all conditions and restrictions as set forth for municipal judges under all applicable ordinances, statutes, other law, and as required under the Texas Code of Judicial Conduct;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1. DUTIES.**

Town hereby engages the services of Judge as Associate Judge of the Municipal Court of Record No. 1 of said Town to perform the functions and duties specified by the Code of Judicial Conduct, the Hickory Creek Code of Ordinances, Chapter 30 of the Texas Government Code, the laws of the State of Texas, and all other applicable laws, and to perform other legally permissible and proper duties and functions as Town shall from time to time assign. Such duties include court sessions, in-house training, office hours, and other services of the Municipal Court Judge for the Town of Hickory Creek.

**SECTION 2. TERM.**

- A. Judge shall be appointed commencing on the Effective Date and ending at the expiration of the current Mayor's current term. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Town to terminate the services of Judge at any time, subject only to the provisions set forth in this Agreement, or other applicable law.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Associate Judge to resign at any time from his position with the Town, subject only to the provision set forth in this Agreement, or other applicable law.

- C. Judge agrees not to accept other employment nor to become employed by any other employer that would create a conflict of interest with the provision of his services as Associate Judge to the Town of Hickory Creek until this Agreement is terminated by either party as provided herein.

### SECTION 3. SEPARATION.

- A. In the event Judge voluntarily resigns his position with Town before expiration of the aforesaid term of his employment, then Judge shall give Town 30 days' notice in advance, unless the parties otherwise agree.
- B. Judge shall not be entitled to any separation benefits.

### SECTION 4. COMPENSATION.

- A. Town agrees to pay Judge for his services rendered pursuant hereto at the rate of \$100.00 per month, payable in installments at the same time as other contractors of the Town are paid.
- B. Judge shall not be entitled to any employee benefits including but not limited to vacation leave, sick leave, retirement and pension system contribution, holidays, health insurance, long-term disability insurance, or retirement under the Texas Municipal Retirement System. Judge is a contractor, and not an employee of the Town.

### SECTION 5. PERFORMANCE EVALUATION.

- A. The Council shall review and evaluate the performance of the Judge at least once annually.
- B. The Council and Judge shall define annually such goals and performance objectives which they determine necessary for the proper operation of the Town of Hickory Creek Municipal Court, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives.
- C. In effecting the provision of this Section, the Council and Judge mutually agree to abide by the provisions of applicable law. Nothing herein shall be construed to grant the Town the right to involuntarily remove Judge by any method other than pursuant to Texas Government Code § 30.000085, as amended.

### SECTION 6. BONDING.

Town shall bear the full cost of any fidelity or other bonds that may be required of the Associate Judge under any law or ordinance requiring the same to be paid as a condition of the performance of an obligation or pursuant to duty in connection with Judge's performance of his duties as Associate Judge of the Town of Hickory Creek.

SECTION 7. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Judge.
- C. If any provision, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed several, shall not be affected and shall remain in force and effect.
- D. The venue of any litigation involving this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

SECTION 8. APPROPRIATIONS.

The Town has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber available and unappropriated funds of the Town in an amount sufficient to fund and pay all financial obligations of the Town pursuant to this Agreement.

IN WITNESS WHEREOF, the Mayor as duly authorized by the Town Council and on behalf of the Town of Hickory Creek, has signed and executed this Agreement, and Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

**TOWN OF HICKORY CREEK**

\_\_\_\_\_  
Lynn C. Clark, Mayor

\_\_\_\_\_  
Nicholas Wohr, Associate Judge

**ATTEST:**

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary

**APPROVED AS TO LEGAL FORM:**

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0523-\_\_**

**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 USE OF DENTON COUNTY POLICE COMMUNICATION NETWORK; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a proposed agreement with the Denton County, Texas (hereinafter the "Agreement") for use of Denton County police communication network 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 23<sup>rd</sup> of May, 2022.

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

# **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, 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 1<sup>st</sup> day of October, 2021, and ending on the 30<sup>th</sup> day of September, 2022. 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 B**, which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1<sup>st</sup>, 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 1<sup>st</sup> 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 1<sup>st</sup> 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	<a href="mailto:carey.dunn@hickorycreek-tx.gov">carey.dunn@hickorycreek-tx.gov</a>

## **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 B**  
**Denton County Sheriff's Office**  
**Radio Communications System Agreement**  
**Agency Payment Worksheet**

<b>Agency:</b>	<b>Hickory Creek Police Department</b>		
Payment Contact Person:	John Smith, Town Administrator and/or Kristi Rogers, Town Secretary		
Phone Number:	940-279-7061 or 940-279-7060		
Email(s):	<a href="mailto:John.smith@hickorycreek-tx.gov">John.smith@hickorycreek-tx.gov</a> or <a href="mailto:Kristi.rogers@hickorycreek-tx.gov">Kristi.rogers@hickorycreek-tx.gov</a>		
Address:	1075 Ronald Reagan Ave.		
City, State, Zip	Hickory Creek, TX 75065		
<b>Agency Should Include this Worksheet with Each Payment Sent to Denton County.</b>			
Make checks payable to:		<b>Denton County</b>	
Mail payments to:		Radio Communications Systems Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208	
<b>Please select one of the following options:</b>			
<b><u>Tier 1</u></b>		<b><u>Tier 3</u></b>	
Radio User <b><i>ONLY</i></b> - \$4 each per month		Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month	
PD Radio Subscribers	27	\$1,296.00	PD Radio Subscribers 27 \$1,944.00
<b>Total Amt Per Year =</b>		<b><u>\$1,296.00</u></b>	<b>Total Amt Per Year = \$1,944.00</b>
<b><i>BILLED ANNUALLY</i></b>			

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative	Title	Date
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**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0523-\_\_**

**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 23<sup>rd</sup> of May, 2022.

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

STATE OF TEXAS               §  
  §  
COUNTY OF DENTON       §

**INTERLOCAL COOPERATION AGREEMENT 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

<b>Name of Agency: Hickory Creek Police Department</b>
--

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, 2022** and ending on **September 30, 2023**.

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.

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

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

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

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

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

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

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

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

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

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

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

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

**DENTON COUNTY, TEXAS**

**AGENCY**

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

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

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

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

Date: 05/23/2022 \_\_\_\_\_

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

**2022-23 Budget Year**  
**Denton County Sheriff's Office**  
**Communications Agreement**  
**Agency Payment Worksheet**

<b>Agency:</b>	<b>Hickory Creek Police Department</b>
Payment Contact Person:	Chief Dunn and/or Kristi K. Rogers, Town Secretary/Accounting
Phone Number:	940-497-2528
Email:	<a href="mailto:carey.dunn@hickorycreek-tx.gov">carey.dunn@hickorycreek-tx.gov</a> or <a href="mailto:Kristi.rogers@hickorycreek-tx.gov">Kristi.rogers@hickorycreek-tx.gov</a>
Address:	1075 Ronald Reagan Ave.
City, State, Zip	Hickory Creek, TX 75065
<b>AGENCY TOTAL AMOUNT DUE</b>	<b>\$29,383.00</b>

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

Make checks payable to:	<b>Denton County</b>
Mail payments to:	<b>Communications Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208</b>

Payment Plan Options

**Agency MUST**  
**Select One**  
**Payment Option**

1	<input checked="" type="checkbox"/>	One Annual Payment (100%)
2	<input type="checkbox"/>	Two Payments (50%)
3	<input type="checkbox"/>	Four Payments (25%)
4	<input type="checkbox"/>	Twelve Monthly Payments
5	<input type="checkbox"/>	Other Payment Option

## Exhibit B

### **TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)** **NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2022-2023**

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

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

**DENTON COUNTY SHERIFF'S OFFICE**

**AGENCY**

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

By: **Tracy Murphree**

Title: **Denton County Sheriff**

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

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

By: **Lynn C. Clark**

Title: **Town of Hickory Creek Mayor**

Date: **5/23/2022**

## AGENDA INFORMATION SHEET

### APPLICATION FOR AUTHORITY TO INCREASE RATES SUBMITTED BY ONCOR ELECTRIC DELIVERY COMPANY LLC

#### **BACKGROUND**

On or about May 13, 2022, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed a Statement of Intent to increase its revenues by approximately \$251 million, which equates to a net increase of approximately 4.5% in Oncor’s overall revenue. Oncor proposes to implement its proposed increase in rates effective June 17, 2022.

**The City must take action on Oncor’s application by no later than June 17, 2022. Failure to take action by June 17, 2022 will result in Oncor’s proposed rates being deemed approved by operation of law.**

Table 1 below shows the impact Oncor’s proposed increase in revenue would have on a customer-class basis.

**TABLE 1**

<b><u>Rate Class</u></b>	<b><u>Present Revenues</u></b>	<b><u>Change</u></b>	<b><u>Proposed Revenues</u></b>	<b><u>Change Pct in Revenue</u></b>
	(a)	(b)	(c)	(d)
<b>Residential</b>	<b>\$1,921,088,302</b>	<b>\$214,360,982</b>	<b>\$2,135,449,284</b>	<b>11.2%</b>
<b>Secondary &lt;= 10 kW</b>	<b>\$95,557,181</b>	<b>-\$7,553,653</b>	<b>\$88,003,528</b>	<b>-7.9%</b>
<b>Secondary &gt; 10 kW</b>	<b>\$1,486,593,538</b>	<b>-\$35,635,126</b>	<b>\$1,450,958,412</b>	<b>-2.4%</b>
<b>Primary DL &lt;= 10 kW</b>	<b>\$1,232,285</b>	<b>\$386,576</b>	<b>\$1,618,861</b>	<b>31.4%</b>
<b>Primary &gt; 10 kW Dist. Line</b>	<b>\$268,296,647</b>	<b>\$27,510,277</b>	<b>\$295,806,924</b>	<b>10.3%</b>
<b>Primary &gt; 10 kW Substation</b>	<b>\$31,504,042</b>	<b>\$28,145,677</b>	<b>\$59,649,719</b>	<b>89.3%</b>
<b>Transmission</b>	<b>\$114,261,671</b>	<b>\$50,114,790</b>	<b>\$164,376,461</b>	<b>43.9%</b>
<b>Lighting</b>	<b>\$60,374,542</b>	<b>\$936,098</b>	<b>\$61,310,640</b>	<b>1.6%</b>
<b>Retail Revenue</b>	<b>\$3,978,908,208</b>	<b>\$278,265,621</b>	<b>\$4,257,173,829</b>	<b>7.0%</b>
<b>Wholesale Substation</b>	<b>\$608,356</b>	<b>\$965,098</b>	<b>\$1,573,454</b>	<b>158.6%</b>
<b>Wholesale DLS</b>	<b>\$2,160,192</b>	<b>\$4,607,541</b>	<b>\$6,767,733</b>	<b>213.3%</b>
<b>Other Revenue</b>	<b>\$53,729,847</b>	<b>\$3,327,781</b>	<b>\$57,057,628</b>	<b>6.2%</b>

<b>Grand Total</b>	<b>\$4,035,406,603</b>	<b>\$287,166,041</b>	<b>\$4,322,572,644</b>	<b>7.1%</b>
<b>Network Transmission Revenue</b>	<b>\$1,481,651,280</b>	<b>-\$36,474,927</b>	<b>\$1,445,176,353</b>	<b>-2.5%</b>
<b>Transmission Related Other Revenue</b>	<b>\$43,023,335</b>	<b>\$0</b>	<b>\$43,023,335</b>	<b>0.0%</b>
<b>Total Cost of Service</b>	<b>\$5,560,081,218</b>	<b>\$250,691,114</b>	<b>\$5,810,772,332</b>	<b>4.5%</b>

### **REPRESENTATION AND PARTICIPATION IN ALLIANCE OF ONCOR CITIES (“AOC”):**

The law firm of Herrera Law & Associates, PLLC has previously represented the City and its participation in the coalition of cities named the “Alliance of Oncor Cities” (“AOC”) in rate matters involving Oncor, including Oncor’s most recent rate case. The accompanying Resolution authorizes retention of Herrera Law & Associates as Special Counsel and continued participation in the AOC coalition.

### **INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS**

Oncor filed its Statement of Intent to raise rates with the City and with the Public Utility Commission of Texas (“PUCT”) on the same date, May 13, 2022. Oncor’s application poses complex regulatory issues that require time so as to evaluate the merits of Oncor’s proposed increase in rates. It is important to participate in these proceedings because the Commission’s decisions could impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission’s decision.

### **RATE CASE EXPENSES**

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. Legal counsel and consultants approved by the City will submit monthly invoices to the City designated by AOC to serve as the “coordinating” city, who will then forward invoices to Oncor for reimbursement; that city historically has been Corsicana. No individual city’s budget is negatively affected. The accompanying Resolution directs Oncor to reimburse AOC’s rate case expenses on a monthly basis based on presentation of invoices from the cities.

### **SUSPENSION**

Oncor’s rate-filing package is voluminous, containing over five thousand pages of data. To have time to review the rate-filing package, the Council is requested to suspend Oncor’s proposed effective date for ninety (90) days. It is a virtual impossibility for the City to set just and reasonable rates without suspending the rate request for ninety days; suspension of Oncor’s proposed effective date would permit its special regulatory counsel and experts

an opportunity to perform a better review of Oncor's application and request additional information as necessary to fully evaluate the proposal and determine the most appropriate response. During the suspension period, the City will retain its right to dismiss Oncor's Statement of Intent if the City determines that Oncor failed to properly invoke the City's jurisdiction or if Oncor failed to provide adequate notice. The suspension period also allows time to attempt to resolve matters by agreement with Oncor, or to determine whether to deny Oncor's request and either adopt an increase different than that requested by Oncor, or deny it outright without adopting an alternative increase.

Note that action to suspend Oncor's proposed effective date by the statutorily allowed period of 90 days is not final action on Oncor's application to increase rates. The city will need to take final action on the merits of Oncor's request no later than September 15, 2022, which is the end of the suspension period.

### **RECOMMENDATION**

**It is recommended that the City suspend Oncor's proposed effective date for 90 days from May 13, 2022. Absent an extension agreed to by Oncor and the City, the suspension period runs through September 15, 2022.**

It is also recommended that the City continue its participation in AOC, intervene in proceedings at the PUCT and any related proceedings and/or appeals, and to retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in matters related to Oncor's rate case and to advise the City with regard to Oncor's application, and to retain consultants subject to approval by the AOC executive committee to assist Special Counsel in its review of Oncor's application to increase rates.

**The City must take action no later than June 17, 2022. If the City does not take action by June 17, 2022, Oncor's proposed rates will be deemed approved by operation of law, subject to the City's right to hold a hearing to address Oncor's rate application.**

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2022-0523-\_\_**

**A RESOLUTION BY THE TOWN OF HICKORY CREEK, TEXAS (“TOWN”) SUSPENDING ONCOR ELECTRIC DELIVERY COMPANY LLC’S PROPOSED EFFECTIVE DATE OF JUNE 17, 2022, FOR NINETY DAYS IN CONNECTION WITH ONCOR’S STATEMENT OF INTENT TO INCREASE RATES FILED ON OR ABOUT MAY 13, 2022; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING PARTICIPATION IN THE COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING INTERVENTION AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE**

**WHEREAS**, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed a Statement of Intent with the Town on or about May 13, 2022, to increase its revenues; and

**WHEREAS**, Oncor proposes to implement its proposed increase in rates on or about June 17, 2022, and

**WHEREAS**, Oncor’s proposed increase in rates would result in an increase of approximately \$251 million in its annual revenue, which equates to an overall increase in revenue of approximately 4.5%; and

**WHEREAS**, Oncor asserts that the need for its increase in rates is driven in part by its investments of approximately \$10.2 billion since December 31, 2016, the end of the test year in its most recent rate case; and

**WHEREAS**, an evaluation of Oncor’s cost to provide electric service presents a complex series of regulatory issues; and

**WHEREAS**, for the Residential customer class, Oncor’s proposed increase in rates if approved would result in an increase of approximately 11% to that class; and a decrease of about 8% to small commercial ratepayers; and

**WHEREAS**, the Company seeks a Return on Equity (ROE) of 10.30%; and

**WHEREAS**, Oncor's rate request consists of a voluminous amount of information including Oncor's rate-filing package, exhibits, schedules, and workpapers; and

**WHEREAS**, it is not possible for the Town to complete its review of Oncor's filing by June 17, 2022; and

**WHEREAS**, the Town will need an adequate amount of time to investigate and determine whether Oncor has properly invoked the Town's rate-setting jurisdiction, and if so, ultimately to review and evaluate Oncor's rate application to enable the Town to adopt a final decision as a local regulatory authority with regard to Oncor's requested rate increase; and

**WHEREAS**, the Town will require the assistance of specialized legal counsel and rate experts to review the merits of Oncor's application to increase rates; and

**WHEREAS**, to the extent Oncor seeks review at the Public Utility Commission of Texas of the Town's final decision regarding Oncor's statement of intent to change rates, and because Oncor has submitted a statement of intent to the Public Utility Commission of Texas to increase rates in the environs of the Town on the same date it submitted its request to the Town, the decision of the Public Utility Commission of Texas could have an impact on the rates paid by the Town and its citizens, and in order for the Town's participation to be meaningful it is important that the Town promptly intervene in such proceeding at the Public Utility Commission of Texas.

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

**Section 1.** The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

**Section 2.** Oncor's proposed effective date for its proposed increase in rates is hereby **SUSPENDED** for ninety days beyond Oncor's proposed effective date or as may be amended by agreement or otherwise.

**Section 3.** The statutory suspension period may be further extended, or its Statement of Intent dismissed if Oncor does not provide adequate data from which the Town may make a reasonable determination of the Company's rate base, expenses, investment, and rate of return in the Town, or if Oncor does not provide timely, meaningful, and proper public notice of its request to increase rates and revenue, or if its rate-filing package is otherwise materially deficient.

**Section 4.** The Town authorizes intervention in proceedings related to Oncor's Statement of Intent before the Public Utility Commission of Texas and related proceedings in courts of law and participation in the coalition of cities known as the Alliance of Oncor Cities.

**Section 5.** The Town hereby orders Oncor to reimburse the Alliance of Oncor Cities' rate case expenses as provided in the Public Utility Regulatory Act and that Oncor shall do so on a monthly basis and within 30 days after submission of such invoices for reasonable costs associated with activities related to this rate review or related to proceedings involving Oncor before the Town, the Public Utility Commission of Texas, or any court of law.

**Section 6.** Subject to the right to terminate employment at any time, the Town retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving Oncor before the Town, the Public Utility Commission of Texas, or any court of law, and to retain such experts as may be reasonably necessary for review of Oncor's rate application subject to approval by the Town.

**Section 7.** The Town, through its participation in the Alliance of Oncor Cities, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Oncor for reimbursement.

**Section 8.** A copy of this resolution shall be sent to Mr. Matt Henry, Vice President, General Counsel, Oncor, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Pkwy, Austin, Texas 78756.

**Section 9.** The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 10.** This resolution shall become effective from and after its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 23<sup>rd</sup> of May, 2022.

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

ATTEST:

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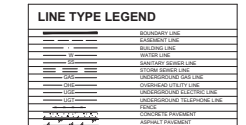
Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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





13455 Noel Road, Two Galleria Office Tel. No. (972) 770-1300  
 Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CM	JAD	May 2022	063217800	2 OF 3

PROPERTY DESCRIPTION:

WHEREAS, KSW HOLDING HICKORY CREEK, LP, is the owner of a tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas, and being all of a called 38.8755 acre tract of land described as Tract 1 in General Warranty Deed with Vendor's Lien to KSW Holding Hickory Creek, LP recorded in Instrument No. 2018-111193 of the Public Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with "HALFF" cap found in the north right-of-way line of Turbeville Road (variable width right-of-way), being the southeast corner of Lot 2X, Block F of Steeplechase North Addition, Phase 1 an addition to Denton County, Texas according to the plat recorded in Document No. 2013-931 of the Official Records of Denton County, Texas and the southwest corner of said Tract 1;

THENCE with the east line of said Lot 2X, Block F, North 00°00'43" East, a distance of 1,403.32 feet to a 5/8" iron rod with red "KHA" cap set in the south line of a called 32.515 acre tract of land described as Tract 2 in Executor's Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield recorded in Instrument No. 2019-36351 of said Public Records and being the northeast corner of said Lot 2X, Block F and the beginning of a non-tangent curve to the right, having a central angle of 36°41'31", a radius of 400.00 feet, a chord bearing and distance of South 71°52'26" East, a distance of 251.80 feet;

THENCE with the said south line of the Goldfield tract, the following courses and distances:

In a southeasterly direction, with said non-tangent curve to the right, an arc distance of 256.16 feet to a 5/8" iron rod with "RPLS 1890" cap found for the beginning of a reverse curve to the left, having a central angle of 36°41'11", a radius of 460.00 feet, a chord bearing and distance of South 71°50'18" East, a distance of 269.53 feet;

In a southeasterly direction, with said reverse curve to the right, an arc distance of 294.54 feet to a 5/8" iron rod with red "KHA" cap set for corner;

North 89°49'08" East, a distance of 524.98 feet to a 5/8" iron rod with cap (legible) found for the beginning of a curve to the left, having a central angle of 16°52'25", a radius of 460.00 feet, a chord bearing and distance of North 81°22'55" East, a distance of 134.98 feet;

In a easterly direction, with said curve to the left, an arc distance of 135.47 feet to a 5/8" iron rod with red "KHA" cap set for the beginning of a reverse curve to the right, having a central angle of 16°52'25", a radius of 400.00 feet, a chord bearing and distance of North 81°22'55" East, a distance of 117.37 feet;

In a easterly direction, with said reverse curve to the right, an arc distance of 117.80 feet to a 5/8" iron rod with red "KHA" cap set;

North 89°49'08" East, a distance of 29.82 feet to a 5/8" iron rod with red "KHA" cap set for the northeast corner of said Tract 1 and the northwest corner of a called 19.2345 acre tract of land described in Special Warranty Deed with Vendor's Lien to 1745 Turbeville Rental Property, LLC recorded in Instrument No. 2015-48856 of said Public Records;

THENCE with the east line of said Tract 1 and west line of said called 19.2345 acre tract, South 00°32'14" East, a distance of 1262.63 feet to a 1/2" iron rod with "RPLS 4561" cap found in the said north right-of-way line of Turbeville Road;

THENCE with the said north right-of-way line of Turbeville Road, the following courses and distances:

South 68°14'04" West, a distance of 249.58 feet to a 1/2" iron rod with "HALFF" cap found for corner;

South 01°45'56" East, a distance of 9.69 feet to a 1/2" iron rod with "RPLS 4561" cap found for corner;

South 89°37'59" West, a distance of 406.76 feet to a PK nail found for corner;

North 89°41'10" West, a distance of 225.58 feet to a 1/2" iron rod with "HALFF" cap found for corner;

North 89°08'53" West, a distance of 456.70 feet to the POINT OF BEGINNING and containing 38.8757 acres or 1,693,424 1,693,524 square feet.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, KSW HOLDING HICKORY CREEK, LP., acting by and through their duly authorized agents, do hereby adopt this plat, designating the herein described property as THE OLANA AT HICKORY CREEK, an addition to the Town of Hickory Creek, Denton County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and floodway management areas shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility).

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Hickory Creek.

WITNESS, my hand at \_\_\_\_\_, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\*\*\*\*\*

BY:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

RECOMMENDED FOR APPROVAL

Chairman, Planning and Zoning Commission  
Town of Hickory Creek, Texas

APPROVED FOR PREPARATION OF FINAL PLAT

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

SURVEYOR'S CERTIFICATE

THAT I, J. Andy Dobbs, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the Town of Hickory Creek, Texas.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

J. Andy Dobbs  
Registered Professional Land Surveyor No. 6198  
Kimley-Horn and Associates, Inc.  
13455 Noel Road,  
Two Galleria Office Tower, Suite 700  
Dallas, Texas 75240  
(972) 770-1300  
andy.dobbs@kimley-horn.com

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

FINAL PLAT  
THE OLANA AT HICKORY CREEK  
LOT 1, BLOCK 1  
38.5858 ACRES

H.H. SWISHER SURVEY, ABSTRACT NO. 1220  
TOWN OF HICKORY CREEK,  
DENTON COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 238-3820	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	CM	JAD	May 2022	063217800	3 OF 3

OWNER:  
KSW HOLDING HICKORY CREEK LP  
1851 TURBEVILLE ROAD  
HICKORY CREEK, TEXAS 75065  
PHONE: 469-664-0120

SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES,  
INC.  
13455 NOEL ROAD  
TWO GALLERIA OFFICE TOWER,  
SUITE 700  
DALLAS, TEXAS 75240  
CONTACT: J. ANDY DOBBS  
PHONE: 972-770-1300

ENGINEER/APPLICANT:  
KIMLEY-HORN AND ASSOCIATES, INC.  
13455 NOEL ROAD  
TWO GALLERIA OFFICE TOWER,  
SUITE 700  
DALLAS, TEXAS 75240  
CONTACT: NEDA HOSSEINY, P.E.  
PHONE: 972-731-2197

THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC.



May 12, 2022  
AVO 37638.200

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

**RE: The Olana – Final Plat  
2<sup>nd</sup> Review**

Dear Ms. Chaudoir:

Halff Associates received a request from the Town of Hickory Creek to review a Final Plat application for The Olana at Hickory Creek on April 21, 2022. A revised submittal was received May 12. The surveyor and engineer/applicant is Kimley-Horn and Associates, Inc. The owner is KSW Holding Hickory Creek LP.

**Halff has reviewed the Final Plat and offers the following comments. Please note the Preliminary Drainage Study and Civil Construction Plans are under review by separate letter and may require minor revisions to the Final Plat.**

**Final Plat**

1. Please note the proposed retention pond will require a Stormwater Facilities Maintenance Agreement (to also include the retaining walls). This will not be executed until acceptance of Construction Plans.
2. Please remove contour lines, buildings, etc. from the final plat.  
*2<sup>nd</sup> Review: Addressed.*
3. Adjust the minimum Finished Floor Elevation (FFE) to be at least 2 feet above the pond's or creek's fully-developed 100-year water surface elevation, whichever is higher. Refer to drainage study comments.  
*2<sup>nd</sup> Review: Addressed. Proposed minimum FFE of 585.5' shown on plat.*
4. Please indicate minimum FFE more prominently on the plat and indicate area of higher minimum FFE near the northern end of the pond/creek if necessary.  
*2<sup>nd</sup> Review: Addressed. Proposed minimum FFE of 585.5' shown on plat.*
5. Add a drainage easement to encompass the pond.  
*2<sup>nd</sup> Review: Addressed.*
6. Please label FEMA Zone AE and shaded X on the plat.  
*2<sup>nd</sup> Review: Addressed.*
7. We recommend a 10' building line setback around the pond for maintenance. The site plan shows most of the perimeter has at least a 10' setback, with minimum 6'. Consider adding building line setback to the plat to be 10' where possible and minimum 6' in the area near the villas. This would follow the edge of the proposed sidewalk around the western side of the pond.  
*2<sup>nd</sup> Review: Addressed. 6' building setback added to west side of pond.*

**Site Plan**

1. No comments on the Site Plan.

**Landscape Plan**

1. No comments on the Landscape Plan.

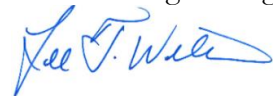
**Civil Plans**

1. Construction plans provided were used as a reference. Review of the plans will be by separate letter and in conjunction with continued review of the drainage study.

Sincerely,

**HALFF ASSOCIATES, INC.**

TBPELS Engineering Firm No. 312



Lee T. Williams, PE

Town Engineer for the Town of Hickory Creek

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0523-\_\_**

**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 AMENDMENT TO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND RESERVE AT HICKORY CREEK, LLC. AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a proposed amendment to the a development agreement with Reserve at Hickory Creek, LLC. 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 23<sup>rd</sup> day of May, 2022.

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0523-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND RESERVE AT HICKORY CREEK, LLC AND CITIZENS 1<sup>ST</sup> BANK CONCERNING COLLATERAL ASSIGNMENT OF AN INTEREST IN A DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a proposed agreement with Reserve at Hickory Creek, LLC and Citizens 1<sup>st</sup> Bank (hereinafter the "Agreement") for the collateral assignment of an interest in a developer agreement 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 23<sup>rd</sup> of May, 2022.

---

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

## **SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT**

This **SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT** ("this Assignment") is entered into as of the 23<sup>rd</sup> day of May, 2022 by and between **CITIZENS 1<sup>ST</sup> BANK** ("Bank"); **RESERVE AT HICKORY CREEK, LLC** ("Borrower"); and **TOWN OF HICKORY CREEK, TEXAS** ("Town").

### **PREAMBLE**

Whereas, Borrower has requested Bank to loan to Borrower the maximum principal sum of \$3,500,000.00 (the "Loan") evidenced or to be evidenced by Borrower's Note in said amount dated on or about even date herewith (the "Note"); and

Whereas, Borrower has entered into an Agreement entitled Reserve at Hickory Creek Development Agreement, dated November 30, 2021 and recorded as Instrument Number 226949 of the Real Property Records of Denton County, Texas (the "Development Agreement"), affecting the real property described on Exhibit A attached hereto; and

Whereas, Bank has agreed to make said Loan provided Borrower assigns to Bank all of Borrower's assignable interest under the Development Agreement, and Borrower has agreed to grant such assignment, as collateral for such Loan and Note subject to the approval of Town and to the specific limitations and conditions set forth in the Development Agreement.

Now, therefore, in consideration of the Loan and Note made or to be made as set forth above and for other good and valuable consideration, receipt whereof is hereby acknowledged, it is agreed:

1. **ASSIGNMENT/SECURITY INTEREST:** Borrower hereby transfers, assigns, and conveys to Bank, and grants to Bank a security interest in, all rights of Borrower in and to all funds due or which hereafter become due and payable to Borrower under the Development Agreement as amended from time to time. The assignment and security interest herein granted is for collateral purposes only and includes only the assignable rights of Borrower to the economic interests of Borrower under the Development Agreement and does not convey to Bank or engage Bank to accept or undertake any of Borrower's duties or obligations arising under the Development Agreement. Therefore, Bank's receipt and acceptance of this Assignment does not and shall not be construed as conferring upon Bank any obligations or liabilities of any kind of nature under the Development Agreement.
2. **DEVELOPMENT AGREEMENT DEFAULT:** Upon a failure or breach by Borrower under the Development Agreement, Bank shall receive notice from the Town in accordance herewith and in conformity with the Development Agreement, and have an opportunity to cure as provided therein, as well as having all further rights and remedies available to it under the Development Agreement.
3. **LOAN DEFAULT:** Upon Borrower's breach or default of any of its duties and obligations under the Note or any other Loan document executed by Borrower in connection with the Loan referred to above, Bank shall have all of the rights and remedies available to it under the Development Agreement, this Assignment, or under law, including the right to notify Town thereof and to receive direct payment from Town

(or, as applicable, the trustee for the PID Bonds [as defined in the Development Agreement]) of all payments from Town (or, as applicable, the PID Bonds) to Borrower from the Development Agreement, or under any Construction, Funding, and Acquisition Agreement or other reimbursement agreement relating to the subject matter of the Development Agreement (collectively, the "Other Reimbursement Agreements").

4. **APPROVAL OF PAYMENTS:** Town agrees with Bank that it will make no payments (and will not allow any bond trustee or other party to make any payments) to Borrower under the Development Agreement, PID Bonds, or Other Reimbursement Agreements, but in lieu thereof will make (or cause to be made) all such payments directly to Bank unless and until Bank otherwise specifically agrees in writing until the Loan is fully paid.
5. **NOTICE:** All notices required or permitted to be given hereunder shall be given in writing, by certified mail, return receipt requested, to each of the parties hereto, by depositing such notices in the United States Mail, postage properly prepaid, addressed to the parties as shown below, or such other addresses as the parties may from time to time designate and deliver to the other in writing. Pending such designation, notice shall be addressed as follows:

When to Bank: Citizens 1<sup>st</sup> Bank, Tyler Branch  
Attn: Brent Taylor  
2001 ESE Loop 323 (P.O. Box 7640)  
Tyler, Texas 75711-7640

With a copy to: Leggett Clemons Crandall, PLLC  
Attn: Dewey B. Leggett  
5700 Granite Parkway, Suite 950  
Plano, Texas 75024

When to Borrower: Reserve at Hickory Creek, LLC  
Attn: Sohail Hassan  
9100 Southwest Freeway, Suite 201  
Houston, Texas 77074

With a copy to: Roberts Markel Weinberg Butler Hailey PC  
Attn: Brittain Johnson  
1 Cowboys Way, Suite 585  
Frisco, Texas 75034

When to Town: Town of Hickory Creek  
Attn: Town Administrator  
1075 Ronald Reagan Avenue  
Hickory Creek, Texas 75065

With a copy to: Law Offices of Dorwin L. Sargent III, PLLC  
Attn: Dorwin L. Sargent, III  
624 W. University, #127  
Denton, Texas 76201

And a copy to:                    McCall, Parkhurst & Horton L.L.P.  
   Attn: Jeff Gulbas  
   5717 N. Harwood Street, Suite 900  
   Dallas, Texas 75201

6.     SPECIFIC PERFORMANCE AND INJUNCTION: It is specifically provided and agreed that suit or claim for monetary damages is an inappropriate, insufficient and inadequate remedy against any person or entity who violates any of the covenants and agreements hereof and that such person or entity may be enjoined and required to specifically perform any and all acts required hereunder. Nothing herein contained nor any acts undertaken to compel specific performance by any person as aforesaid, nor any claims or suits for damages, nor any other remedy at law is intended to or shall be construed as waiver or limitation of any person's or entity's rights to maintain any other action or remedy provided herein or at law.
7.     SEVERABILITY: The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
8.     AMENDMENT OF DEVELOPMENT AGREEMENT: The parties hereto agree that the Development Agreement shall not be amended without the prior written consent of the Bank.
9.     BINDING EFFECT AND BENEFIT: The provisions hereof shall be binding upon and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
10.    WAIVERS: No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver hereof, and no single or partial exercise by any party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.
11.    GOVERNING LAW: This Agreement is being executed in the State of Texas and the validity, construction and enforceability hereof shall be governed in all respects by the Law of the State of Texas.
12.    ENTIRE AGREEMENT AND MODIFICATION: This Agreement sets forth the entire agreement between the parties hereto relating to its subject matter and supersedes any prior agreements, expressed or implied. Any modifications hereto may be made only by an instrument in writing signed by or on behalf of all parties hereto.
13.    MULTIPLE EXECUTION: This Agreement is executed in multiple counterparts, each copy of which shall be deemed an original hereof.
14.    COMPLIANCE WITH DEVELOPMENT AGREEMENT: The Town agrees that this Assignment constitutes notice of assignment in accordance with Section 9.5 of the Development Agreement.

**[Signature Pages Follow.]**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first written above.

**BORROWER:**

RESERVE AT HICKORY CREEK, LLC,  
a Texas limited liability company

By: MSC AM LLC,  
a Texas limited liability company,  
its Manager

By: Marketspace Capital, LLC,  
a Texas limited liability company,  
its Manager

By: \_\_\_\_\_  
Sohail Hassan, Manager

By: \_\_\_\_\_  
David Rodarte, Manager

THE STATE OF TEXAS       §  
  §  
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on April \_\_, 2022, by SOHAIL HASSAN, Manager of Marketspace Capital, LLC, a Texas limited liability company, Manager of MSM AM LLC, a Texas limited liability company, the Manager of RESERVE AT HICKORY CREEK, a Texas limited liability company, on behalf of said entities.

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

THE STATE OF TEXAS       §  
  §  
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on April \_\_, 2022, by DAVID RODANTE, Manager of Marketspace Capital, LLC, a Texas limited liability company, Manager of MSM AM LLC, a Texas limited liability company, the Manager of RESERVE AT HICKORY CREEK, a Texas limited liability company, on behalf of said entities.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first written above.

**TOWN:**

TOWN OF HICKORY CREEK

By: \_\_\_\_\_  
Name: Lynn C. Clark  
Title: Mayor

THE STATE OF TEXAS       §  
  §  
COUNTY OF DENTON§

This instrument was acknowledged before me on May 23,2022, by Lynn C. Clark, Mayor of the TOWN OF HICKORY CREEK, on behalf of said town.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first written above.

**LENDER:**

CITIZENS 1<sup>ST</sup> BANK

By: \_\_\_\_\_  
Brent Taylor, Senior Vice President

THE STATE OF TEXAS       §  
  §  
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on April \_\_\_, 2022, by BRENT TAYLOR, Senior Vice President of CITIZENS 1<sup>ST</sup> BANK, on behalf of said banking institution.

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

**Exhibit A**  
Real Property Description

PROPERTY DESCRIPTION:

BEING AN 18.786 ACRE TRACT OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND CONVEYED TO CTMGT TURBEVILLE, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN INSTRUMENT NO. 2011-121574, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID CTMGT TURBEVILLE, LLC TRACT, SAID CORNER BEING AT THE NORTHWEST CORNER OF LOT 33, BLOCK B, ENCLAVE OF HICKORY CREEK ADDITION, A PLATTED ADDITION TO THE CITY OF HICKORY CREEK, TEXAS, AS RECORDED IN DOC. NO. 2013-198, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S00°46'56"E, A DISTANCE OF 1253.90' TRAVERSING THE COMMON LINE OF SAID CTMGT TURBEVILLE, LLC TRACT WITH THE WEST LINE OF SAID LOT 33, BLOCK B TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF TURBEVILLE ROAD (VARIABLE WIDTH R.O.W);

THENCE S89°41'33 "W, A DISTANCE OF 651.30' TRAVERSING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 820.00' DEPARTING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) AND TRAVERSING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING AT THE SOUTHWEST CORNER OF A 10'x10' NOTCH TO T HICKORY CREEK, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN INSTRUMENT NO. 2015-53005, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE N89°07'46"E, A DISTANCE OF 10.00' DEPARTING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT AND TRAVERSING THE SOUTH LINE OF SAID 10'x10' T HICKORY CREEK, LLC TRACT TO A FOUND IRON FOR CORNER, SAID CORNER BEING AT THE SOUTHEAST CORNER OF SAID T HICKORY CREEK, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 10.00' TRAVERSING THE EAST LINE OF SAID T HICKORY CREEK, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING AT THE NORTHEAST CORNER OF SAID T HICKORY CREEK, LLC TRACT;

THENCE S89°07'46"W, A DISTANCE OF 10.00' TRAVERSING THE NORTH LINE OF SAID T HICKORY CREEK, LLC TRACT TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 425.36' TRAVERSING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N89°49'08"E, A DISTANCE OF 653.25' TRAVERSING THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT BACK TO THE PLACE OF BEGINNING AND CONTAINING 18.784 ACRES (818,221 SQ.FT.) OF LAND.

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0523-\_\_**

**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 AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND DENTON COUNTY, TEXAS CONCERNING ROAD CONSTRUCTION; 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 amendment to an agreement with the Denton County, Texas (hereinafter the "Agreement") for road construction 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 23<sup>rd</sup> of May, 2022.

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

THE STATE OF TEXAS     §  
  §  
COUNTY OF DENTON     §

**FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN  
DENTON COUNTY, TEXAS, AND THE TOWN OF HICKORY CREEK, TEXAS**

**THIS AMENDMENT** is made, entered into and executed by and between Denton County, Texas, a political subdivision of the State of Texas, hereinafter “the County,” and the Town of Hickory Creek, Texas, a duly incorporated municipality, hereinafter “the Town.” The County and the Town are collectively referred to herein as “the Parties.” On September 22, 2020, the Parties entered into an Interlocal Cooperation Agreement under Denton County Commissioners Court Order Number: 20-0720, hereinafter “the original Agreement,” for the purpose of providing for the design, right-of-way acquisition, utility relocation and construction required for the widening and reconstruction of Sycamore Bend Road from its intersection with Turbeville Road south to the entrance of Sycamore Bend Park, for a length of approximately 6,000 feet, and to install sidewalks and lighting throughout, hereinafter “the Project.” The Project was to be performed entirely within the boundaries of the Town and Denton County Commissioner Precinct #3, at a total estimated project cost of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) with the County agreeing to contribute an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00).

**WHEREAS**, the Parties to the original Agreement intend to amend Section II of the original Agreement in order to reflect a decrease in the total estimated project cost from FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) to a revised total not to exceed THREE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,900,000.00).

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements contained in the original Agreement and as contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Town hereby agree to amend Section II of the original Agreement to reflect a decrease in the total estimated cost of the satisfactory completion of the Project. All other terms and conditions of the original Agreement are hereby affirmed by the Parties. The amended portions of the original Agreement are as follows:

## **AMENDED SECTION II.**

The County and the Town hereby agree that the scope of the Project shall be to provide for the design, right-of-way acquisition, utility relocation and construction required for the widening and reconstruction of Sycamore Bend Road from its intersection with Turbeville Road south to the entrance of Sycamore Bend Park, for a length of approximately 6,000 feet, in order to install sidewalks and lighting throughout, at a cost of completion with shall not exceed THREE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,900,000.00).

\*\*\*

This Amendment to the original Agreement shall replace and supersede Section II of the original Agreement between the Parties. All other provisions of the original Agreement shall remain in full force and effect unless modified by subsequent written amendment signed by both of the Parties to the original Agreement.

This Amendment may be executed in multiple counterparts, attached to the original Agreement, and shall collectively constitute an Amendment to the original Agreement. All other terms and conditions of the original Agreement are hereby affirmed by the Parties. Notices shall be delivered as follows:

For Town:                Mr. John Smith, Town Manage  
                              Town of Hickory Creek, Texas  
                              1075 Ronald Reagan Avenue  
                              Hickory Creek, Texas 75065

Copy To:                Ms. Kristi Rogers, Town Secretary  
                              Town of Hickory Creek, Texas  
                              1075 Ronald Reagan Avenue  
                              Hickory Creek, Texas 75065

For County:             Honorable Andy Eads, Denton County Judge  
                              1 Courthouse Drive, Suite 3100  
                              Denton, Texas 76208

Copy To:                Denton County Criminal District Attorney's Office  
                              Attention: Civil Division  
                              1450 East McKinney Street, Suite 3100  
                              Denton, Texas 76209

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**DENTON COUNTY, TEXAS**

1 Courthouse Drive, Ste. 3100  
Denton, Texas 76208

**TOWN OF HICKORY CREEK, TEXAS**

1075 Ronald Reagan Avenue  
Hickory Creek, Texas 75065

By: \_\_\_\_\_

Honorable Andy Eads  
Denton County Judge

By: \_\_\_\_\_

Honorable Lynn Clark  
Mayor of the Town of Hickory Creek, Texas

ATTEST:

ATTEST:

By: \_\_\_\_\_

Denton County Clerk

By: \_\_\_\_\_

Town Secretary

**COUNTY AUDITOR'S CERTIFICATE**

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

\_\_\_\_\_  
Denton County Auditor

**APPROVAL OF FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT  
BETWEEN DENTON COUNTY, TEXAS, AND THE TOWN OF HICKORY CREEK, TEXAS**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, hereby agrees to amend Section II of the Interlocal Cooperation Agreement, which was approved on September 22, 2020, under Denton County Commissioners Court Order Number: 20-0720. The First Amendment to the Interlocal Cooperation Agreement is necessary to amend Section II of the Original Agreement. Amended Section II which will reflect a decrease in the project cost to a revised total not to exceed THREE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,900,000.00). All other terms, conditions and provisions of the original Agreement are hereby affirmed by the Parties and shall remain in full force and effect unless modified by a subsequent written amendment signed by all of the Parties to the original Agreement.

Denton County, Texas, hereby gives its specific written approval of the Project prior to beginning the Project in satisfaction of the requirements of Interlocal Cooperation Act, Texas Government Code Chapter §791.014.

By vote on this date, the Denton County Commissioners Court has approved the Project identified able and authorized execution of this document by the presiding officer on behalf of Denton County, Texas.

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

\_\_\_\_\_  
Presiding Officer of the  
Denton County Commissioners Court

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0523-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND SYCAMORE COVE HOMEOWNERS' ASSOCIATION CONCERNING STORMWATER FACILITY MAINTENANCE 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 Sycamore Cove Homeowners' Association (hereinafter the "Agreement") concerning stormwater facility maintenance obligations 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 23<sup>rd</sup> of May, 2022.

---

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

STATE OF TEXAS                   §  
   §  
COUNTY OF DENTON           §

**STORM WATER FACILITY MAINTENANCE AGREEMENT**

THIS STORM WATER MAINTENANCE AGREEMENT is made and entered into this 16 day of May 2022, by and between Sycamore Cove Homeowners Association, hereinafter referred to as "Landowner", and the Town of Hickory Creek, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property described as an approximately 32.43 acre tract located in the John Malony Survey, Abstract No. 819, Town of Hickory Creek, Denton County, Texas according to the deed recorded in Instrument No. 128176, Official Public Records, Denton County, Texas, hereinafter called the "Property"; and

WHEREAS, the Landowner is proceeding to build on and develop the Property according to the Site Plan/Subdivision Plan known as Sycamore Cove, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City and the Landowner provides for management of Storm water within the confines of the Property; and

WHEREAS, the City and the Landowner, and their successors and assigns, agree that the health, safety and welfare of the residents of the Town of Hickory Creek, Texas require that on-site Storm Water Management Facilities be constructed and maintained on a portion of the Property; and

WHEREAS, the City requires that on-site Storm Water Management Facilities ("Facility") as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, the location and dimensions of which is shown and more particularly described by metes and bounds in the attached **Exhibit "A"** ("Facility Property"); and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner, its successors and assigns, shall adequately construct and maintain the on-site Storm Water Management Facility ("Facility") at no expense to the Town of Hickory Creek in accordance with the design specifications for the Facility, attached as **Exhibit "B"**, and the current standards then in force and effect in the Town of Hickory Creek and with the Operations and Maintenance Plan attached to this Agreement as **Exhibit "C"**. The Storm Water Facility includes all

pipes, channels or other conveyances built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Storm Water Structural Control Maintenance Checklists, attached to this Agreement as **Exhibit "D"**, are to be used to establish what good working condition is acceptable to the City.

2. The Landowner, its successors and assigns, shall inspect the Facility and submit an inspection report to the City annually. The purpose of the inspection is to assure safe and proper functioning of the Facility. The inspection shall cover the entire Facility, berms, outlet structure, pond areas, access roads, etc. Components of the Facility, which need maintenance or replacement to perform their design function, shall be noted in the inspection report along with the corrective actions to be taken.

3. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facility Property whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

4. In the event the Landowner, its successors and assigns, fails to maintain the Facility in good working condition as specified herein, the City, its authorized agents and employees, may enter upon the Facility Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. **It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Facility, and in no event shall this Agreement be construed to impose any such obligation on the City, such obligation is Landowner's.**

5. The Landowner, its successors and assigns, will perform the work necessary to keep the Facility in good working order as appropriate. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. In the event that Landowner or its successors or assigns fail to pay the City for the costs incurred under this section, the City shall impress a lien for the costs of such work upon other lots owned by the Landowner. Such lien shall be perfected by filing in the office of the County Clerk of Denton County, Texas an affidavit identifying the property to be charged with such lien, stating the amount thereof, and making reference to this Agreement.

6. This Agreement imposes no liability of any kind whatsoever on the City. **THE LANDOWNER AGREES TO HOLD THE CITY HARMLESS FROM ANY LIABILITY IN THE EVENT THE FACILITY FAILS TO OPERATE PROPERLY. LANDOWNER COVENANT AND AGREE AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND** THE TOWN OF HICKORY CREEK, ITS AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING, OR WHICH MIGHT ARISE, FROM THE FAILURE OF LANDOWNER OR ANY FUTURE OWNERS OF THE ABOVE FACILITY PROPERTY TO MAINTAIN THE FACILITY, INCLUDING, BUT NOT LIMITED TO THE BED AND BANKS OF THE DETENTION POND; ANY DAMAGES CAUSED TO PERSON OR PROPERTY DUE TO (1) FLOODING OF THE POND AND ITS BANKS, (2) SLOPE FAILURE OF THE BANKS OF THE POND, OR (3) FAILURE OF THE POND OR ITS BANKS TO OPERATE IN A MANNER CONSISTENT WITH TOWN OF HICKORY CREEK CRITERIA TO PERFORM ANY OTHER DUTIES OR OBLIGATIONS HEREUNDER.

7. Landowner covenants and agrees that no habitable building shall be erected within the drainage easement outlined on Exhibit "A" but this paragraph shall not preclude construction of other improvements within the drainage easement, which do not impede drainage. Landowner covenants and agrees that no habitable building shall be erected on the above property abutting such easement which shall have a finished floor at an elevation less than two feet above the maximum depth of water in the detention pond which would occur during a 100 year frequency flood.

8. This Agreement shall be recorded among the land records of Denton County, Texas, shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any property owners association.

[SIGNATURE PAGE FOLLOWS]

EXECUTED THIS 16 DAY OF MAY 2022.

LANDOWNER:

CITY:

SYCAMORE COVE HOMEOWNERS  
ASSOCIATION

TOWN OF HICKORY CREEK

Brooke Hailstone  
Name: Brooke Hailstone, President

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form and Legality

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

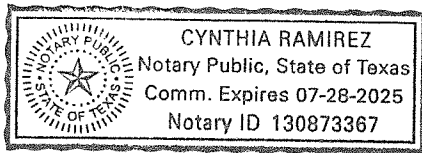
Attested By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS       §  
   §  
COUNTY OF Dallas       §

BEFORE ME, the undersigned authority, on this day personally appeared Brooke Hailstone, the President of SYCAMORE COVE HOMEOWNERS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same on behalf of the corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16<sup>th</sup> day of May, 2022.



[Signature]  
Notary Public In and For the State of Texas

THE STATE OF TEXAS       §  
   §  
COUNTY OF DENTON       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ of TOWN OF HICKORY CREEK, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same on behalf of the corporation for the purposes and consideration therein expressed and in the capacity therein stated.

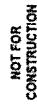
GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of May, 2022.

\_\_\_\_\_  
Notary Public In and For the State of Texas

**EXHIBIT "A"**  
**Legal Description**

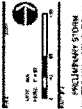
Being Lot 11X, Block C, Sycamore Cove, an addition to the Town of Hickory Creek, Denton County, Texas, according to the plat recorded as Document No. 2021-370, Plat Records of Denton County, Texas.

**LandDesign**  
ARCHITECTS  
PO BOX 1000  
DALLAS, TX 75201  
972.382.1000



SYCAMORE COVE

DATE	DESCRIPTION	AMOUNT
12/15/2010	RECEIVED FROM [illegible]	100.00
12/16/2010	PAYROLL [illegible]	50.00
12/17/2010	[illegible]	25.00
12/18/2010	[illegible]	75.00
12/19/2010	[illegible]	150.00
12/20/2010	[illegible]	100.00
12/21/2010	[illegible]	50.00
12/22/2010	[illegible]	25.00
12/23/2010	[illegible]	75.00
12/24/2010	[illegible]	150.00
12/25/2010	[illegible]	100.00
12/26/2010	[illegible]	50.00
12/27/2010	[illegible]	25.00
12/28/2010	[illegible]	75.00
12/29/2010	[illegible]	150.00
12/30/2010	[illegible]	100.00
12/31/2010	[illegible]	50.00
TOTAL		2000.00



UNPLANNED STORM  
MANAGEMENT PLAN  
P3.0  
8/13/03

**EXHIBIT "C"**  
**TOWN OF HICKORY CREEK STORM WATER FACILITY**  
**OPERATION AND MAINTENANCE PLAN**

The only responsibility the Town of Hickory Creek has in the operation and maintenance of this Facility is inspection.

**General Maintenance Procedures**

The structural and functional integrity of the Facility shall be maintained at all times by removing and preventing drainage interference, obstructions, blockages, or other adverse effects into, through, or out of the system.

Periodic silt removal shall occur when standing water conditions occur or the pond's storage volume is reduced by more than 10%. Silt shall be removed and the pond/basin returned to original lines and grades shown on the approved engineering plans. In addition, corrective measures are required any time a basin does not drain completely within 72 hours of cessation of inflow. NO STANDING WATER IS ALLOWED in basins designed for dry detention purposes.

Accumulated litter, sediment, and debris shall be removed every 6 months or as necessary to maintain proper operation of the basin. Disposal shall be in accordance with federal, state and local regulations.

Detention facilities shall be mowed monthly between the months of April and October or anytime vegetation exceeds 12-inches in height.

To prevent debris from entering and clogging the downstream storm sewer system a wire mesh screen or similar screening device shall be installed over the outlet until final acceptance.

**4. PREVENTIVE MAINTENANCE/INSPECTION**

- Visual inspections of all components will be conducted every 6 months.
- A log shall be kept of maintenance actions, and inspections. The log should document the condition of the detention system's primary components, mowing, and silt, litter and debris removal dates. Document aeration of the basin bottoms and replanting to prevent the sealing of the basin bottom.
- **Written maintenance and repair records shall be maintained by the party or parties signing the attached Agreement and shall be provided to the City upon request.**

# EXHIBIT "D"

## Storm Water Structural Maintenance CHECKLIST

FREQUENT INSPECTION	DATE	REPAIRS REQUIRED	REPAIRS MADE	NOTES
Mowing				
Remove Trash and debris				
Inspect irrigation system operation				
Remove grass clippings				
Violations Noted				
<b>MINOR INSPECTION</b>				
Condition of Pond				
Amount of silt in pond				
Amount of silt in flume				
Amount of ponded water				
Amount of wetland vegetation				
Location of Erosion				
Percent of vegetation				
Condition of trash guard				
Location of Erosion				
<b>MAJOR INSPECTIONS</b>				
Condition of Stormwater Quality Structure				
Type of Stormwater Quality Structure				
Structure type and Condition				
Condition of Rip-Rap				
Condition of filtration system				

Berm or Embankment Settlement				
Location of erosion				
Evidence of Animals				
Evidence of Aquatic life				
Condition of Aeration Foundation				

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0523-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
HICKORY CREEK, TEXAS, HEREBY ADOPTING A MASTER  
APPLICATION AND FEE SCHEDULE; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek (the ATown@), 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 desires to consolidate the existing fee schedules of the Town related to Animal Control Fees, Alarm Related Fees, Business Related Fees, Parks and Recreation Fees, Commercial Building Fees, Development Fees, Residential Building Fees, and Right of Way Management Fees, and others; and

**WHEREAS**, those fees are listed in the *Master Application and Fee Schedule* attached hereto as Exhibit A.

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

Section 1: The Town Council finds that the fees listed in the *Master Application and Fee Schedule* attached hereto as Exhibit A are hereby adopted.

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 23<sup>rd</sup> day of May, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# TOWN OF HICKORY CREEK MASTER APPLICATION AND FEE SCHEDULE

Adopted May 23, 2022



## **ADMINISTRATIVE MISCELLANEOUS FEES**

Type:		Fee
Beer and Wine Retailer Off-Premises Sales Permit		\$30
Credit Card Processing Fee		3%
Motorized Cart Permit	Two Year Permit	\$25
Newsletter Advertising	1/10 page per issue	\$20
	1/8 page per issue	\$25
	1/5 page per issue	\$40
	1/4 page per issue	\$50
Police Report		\$6
Public Information Request	Charges to recover costs associated with public information requests shall be assessed in accordance per the Texas Administrative Code, Title 1, Part 3, Chapter 70, Rule 70.3, Charges for Providing Copies of Public Information	
Returned Check Fee		\$25
Town Hall Facility Rental Fee		\$50 per hour

## **ANIMAL CONTROL FEES**

Adoption	Cat	\$120
	Dog	\$150
Animals in Excess	Per animal in addition to Annual Registration Fee	\$10
Annual Registration		No Charge
Holding	In addition to Impoundment Fee	\$15 Daily
Impoundment	1 <sup>st</sup> Impoundment	\$25
	2 <sup>nd</sup> Impoundment	\$50
	3 <sup>rd</sup> Impoundment	\$75
Owner Release	Hickory Creek Residents Only	\$150
Quarantine	In addition to Impoundment Fee	\$15 Daily

## **ALARM RELATED FEES**

Residential Permit	One-time	\$50
	Annual	No Charge
Commercial Permit	Annual	\$75
False Alarm Penalty	1 -3 per alarm call within 12 months	No Charge
	4-5	\$50
	6-7	\$75
	8	\$100

## **BUSINESS RELATED FEES**

Type:		Fee
Commercial Use of Boat Ramps and Boat Docks	Annual Use Fee per vessel or four jet skis	\$10,000
Commercial Use of Boat Ramps for Fishing Charters	Annual Use Fee	\$1,000
	Annual Launch Fee per trailer	\$500
Oil and Gas Well	Application Fee	\$10,000
	Notification Letters	\$6 per letter
	Yearly Inspection Fee	\$3,000
Overweight Vehicle exceeding 15,000 lbs.	Daily Permit	\$125 per vehicle
	Monthly Permit	\$300 per vehicle
	Yearly Permit	\$2,000 per vehicle
Short Term Rental Permit	Annual	\$1,500
Solicitor's Permit		\$75
	Each additional person	\$25
Towing Service Permit		\$15
Towing Service Maximum Fee	Car weighing up to 10,000 lbs.	\$255
	Car weighing more than 10,000 but less than 25,000 lbs.	\$357
	Car weighing more than 25,000 lbs.	\$459
	per unit with a total maximum	\$918

## **PARKS AND RECREATION FEES**

Boat Ramp	Daily Use Pass	\$10
	Hickory Creek Resident Annual Pass	\$0
	Hickory Creek Resident Annual Pass	
	Second and Subsequent	\$100
	Non-Resident Annual Pass	\$100
Camp Site		\$20 Daily
Day Use	Vehicle Fee	\$5
	Hickory Creek Resident Annual Pass	\$0
	Hickory Creek Resident Annual Pass	
	Third and Subsequent	\$25
	Non-Resident Annual Pass	\$25
Pavilion	Rental Fee	\$75
	Cleaning Fee	\$50 (Refundable)

## **COMMERCIAL BUILDING FEE SCHEDULE**

Permit fees for any project valued in excess of \$5,000 will be assessed according to the building permit fee table. Permit fees are valid 180 days from issue date.

Commercial Permit Type:	Method of Calculation	Min. Fee
Appeals to Board of Adjustment	Flat Fee	\$500
Continuance requested by applicant after public notice publication	Flat Fee	\$100
Certificate of Occupancy	Flat Fee	\$500
Attached Concrete	Flat Fee	\$225
Freestanding Concrete	Flat Fee	\$200
Contractor Registration (Electricians, HVAC/R and Plumbers exempt from fee only)	Flat Fee	\$75
Drainage Permit	Flat Fee	\$250
Excavation		
Paved Area	Flat Fee	\$500
No Pavement	Flat Fee	\$50
Fence (new or replacement of more than 50%)	Flat Fee	\$150
Food Establishment Permit	Annual	\$460
	Additional Inspection	\$125
Irrigation Permit	Flat Fee	\$500
Inspections	Flat Fee	\$125
Electrical, plumbing or mechanical, etc.		
All additional reinspections, or red tags, each. (Fee due before next inspection may be scheduled.	Flat Fee	\$75
Removal	Flat Fee	\$500
Occasional Sale or Event	Flat Fee	\$50
Signs		
Non-Illuminated	Flat Fee	\$50
Illuminated	Flat Fee	\$150
Temporary Construction and Sales	Flat Fee	\$100
Temporary Banner or Sales	Flat Fee	\$50
Special Use Permit	Flat Fee	\$500
Temporary Construction or Sales Building, or Material Storage Area	Flat Fee, each	\$100
Temporary Merchandise Storage Container Each	Flat Fee	\$50 per month
Water Well	Flat Fee	\$300
Unpermitted Work Fee	Underlying Permit Fee x 2	\$200

## **COMMERCIAL BUILDING FEE TABLE**

Total Project Valuation:	Fee:
5,001.00 to 25,000.00	\$125.00 for the first \$5,000 plus 15.00 for each additional \$1,000, or fraction thereof, to and including 25,000
\$25,001.00 to \$50,000.00	\$425.00 for the first \$25,000 plus \$11.00 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001.00 to \$100,000.00	\$700.00 for the first \$50,000 plus \$7.50 for each additional \$1,000, or fraction thereof to and including \$100,000
\$100,001.00 to \$500,000.00	\$1075.00 for the first \$100,000 plus \$6.25 for each additional \$1,000, or fraction thereof to and including \$500,000
\$500,001.00 to \$1,000,000.00	\$3575.00 for the first \$500,000 plus \$5.25 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,000.00 and up	\$6200.00 for the first \$1,000,000 plus \$3.50 for each additional \$1,000, or fraction thereof.
Plan Review Fee	65% of Building Permit Fee
Plan Revision Fee	Flat Fee \$250

## **DEVELOPMENT FEE SCHEDULE**

Site Plans and Platting:	Method of Calculation	Min. Fee
Predevelopment Conference	20% of Projected Value	\$150
	Maximum Fee	\$2000
Preliminary, Final Plat or Replat	Flat Fee	\$850
Site and Landscape Plan Review	Base Fee	\$1500
Residential Development	Per Lot	\$50
Multi-Family	Per Unit	\$25
Non-Residential Development	Per Acre	\$200
Engineering Review Fees	Percentage of Actual Cost	120%
Third and Subsequent Reviews		
Infrastructure Inspection Fee	% of Certified Construction Costs	2%
Landscaping Fees		
Residential Development	Per Lot or Unit	\$25
Non-Residential Development	Per Acre	\$150
Zoning Changes	Base Fee	\$600
	Per Acre	\$50
	Maximum Fee	\$3000
Protected Tree Removal, Vacant Lot		
With Replacement	Per Tree	\$100
Without Replacement	Per Tree	\$250
Maximum per lot	Flat Fee	\$1500

## **RESIDENTIAL BUILDING FEE SCHEDULE**

Permits are valid for 180 days from issue date.

Residential Permit Type:	Method of Calculation	Min. Fee
<b>New Residential</b>	<b>\$2.25 per square foot under roof</b>	<b>\$1,000</b>
Multi-Family	\$1.00 per square foot under roof	\$1,000
Altered Residential	\$1.85 per altered square foot under roof	\$125
Altered Multi-Family	\$1.00 per altered square foot under roof	\$125
Plan Revision Fee	\$1.00 per square foot under roof	\$200
Accessory Building, unattached, no utilities, less than 30 inches above grade		
Under 120 sq. ft.	Flat Fee	\$60
120 to 200 sq. ft.	Flat Fee	\$120
Accessory Building, attached or unattached, with utilities, under 200 square feet or 30 inches above grade	\$1.50 per square foot under roof	\$200
Outdoor Living Structure under 30 inches above grade and without utilities.	\$1.00 per square foot	\$200
Outdoor Living Structure over 30" above grade or with utilities.	\$1.00 per square foot	\$225
Appeals to Board of Adjustment	Flat Fee	\$500
Continuance requested by applicant after public notice publication	\$2.00 per letter	\$75
Certificate of Occupancy, Single Family Dwelling	Flat Fee	\$250
Attached Concrete	Flat Fee	\$225
Freestanding Concrete	Flat Fee	\$200
Foundation Repair	Flat Fee	\$200
Contractor Registration (Electricians, HVAC/R and Plumbers exempt from fee only)	Flat Fee	\$75
Removal	Flat Fee	\$150
Drainage Permit	Flat Fee	\$100
Mechanical Permit (HVAC)	Flat Fee	\$300
Mechanical Permit (Plumbing, Electrical, Etc.)	Flat Fee	\$150
All additional, reinspections, or red tags, unless noted otherwise, each.	Flat Fee	\$100

Residential Permit Type:	Method of Calculation	Min. Fee
(Fee due before next inspection may be scheduled)		
Fence (new or replacement of more than 50%)	Flat Fee	\$50
Expired Permit Re-Issue	Underlying Permit Fee x .5	
Subdivision Perimeter Permit	\$1.00 per linear foot	\$150
Irrigation Permit	Flat Fee	\$250
Occasional (Private Garage) Sale	Flat Fee	\$0
Retaining Wall Permit, under 4 feet	Flat Fee	\$100
Retaining Wall Permit, over 4 feet	Flat Fee	\$125
Roofing Permit	Flat Fee	\$150
Septic System, New	Flat Fee	\$425
Repair to existing system	Flat Fee	\$150
Inspections for substantiated complaints	Flat Fee	\$150
Inspections for unsubstantiated complaints	Flat Fee	\$0
Solar Permit	Flat Fee	\$300
Spa Permit	Flat Fee	\$200
In-Ground Pool Permit	Flat Fee	\$850
Above-Ground Pool Permit	Flat Fee	\$200
Decking	Flat Fee	\$150
Unpermitted Work Fee	Underlying Permit Fee x 2	
Denied Plan Review (every 3 <sup>rd</sup> subsequent)	Flat Fee	\$150

## **RIGHT OF WAY MANGEMENT FEES**

Streets, Sidewalks and Other Public Places

Right-of- Way Type:	Method of Calculation	Min. Fee
Application Fee	Flat Fee	\$100
Expedited Application Fee	Flat Fee	\$250
Saturday Inspection Fee: each Saturday	Flat Fee	\$200
Permit Expiration; each permit for incomplete work on expiration date if not extended	Flat Fee	\$30
Electronic maps submittal fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2 hour minimum)	\$80 per hour	\$160
Registration; per user; per year	Flat Fee	\$50
Inspection Fee	\$1/LF or \$150/day of anticipated construction time, whichever is greater	
Small Cell Application Fee (This penalty shall not exceed and is capped by statutory limits.	1-5 Network Nodes Each Additional Network Node Per Pole	\$500 \$250 \$1000
Small Cell User Fee (This penalty shall not exceed and is capped by statutory limits.	Each Network Node; Annually Per Pole; Per Year Per Pole	\$250 \$20 for town pole attachment

### Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (Per day)			
		31-75 days	79-90 days	90-100 days	>100 days
Sidewalk	Per sq. foot	\$0.0026	\$0.0052	\$0.0078	\$0.0104
Driveway	Per each	\$39.00	\$78.00	\$117.00	\$156.00



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** May 23, 2022

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

**SUMMARY:** Places 2, 4 and 6 will be appointed for a two-year term expiring June 2024.

Places 1, 3, 5 and 7 will be appointed for a one-year term expiring June 2023.



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** May 23, 2022

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

**SUMMARY:** Places 2 and 4 will be appointed for a two-year term expiring June 2024.

Alternate 2 to be appointed for a two-year term expiring June 2024.



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** May 23, 2022

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

**SUMMARY:** Places 2, 4, and 6 will be appointed for a two-year term expiring June 2024.



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** May 23, 2022

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

**SUMMARY:** Places 2, 4, and 6 will be appointed for a two-year term expiring June 2024.



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** May 23, 2022

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

**SUMMARY:** Mayor Lynn Clark would like to reappoint Samantha Brown.  
Councilmember Richard Dupree would like to reappoint Mary Jean Fields  
Mayor Pro Tem Paul Kenney would like to reappoint Chance Allison.