



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

**AGENDA**

**Call to Order**

**Roll Call**

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

**Invocation**

**Presentation of Awards**

1. Jim Zehetner

**Items of Community Interest**

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

**Public Comment**

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

**Consent Agenda**

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

- [2.](#) February 2026 Council Meeting Minutes
- [3.](#) February 2026 Financial Statements
- [4.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Chapter 7, Municipal Court, by the addition of new subsection 7.01001 (C).
- [5.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas ("TOWN") responding to the application of Atmos Energy Corporation - MidTex Division to increase rates under the Gas Reliability Infrastructure Program; suspending the effective date of this rate application for forty-five days; authorizing the Town to continue to participate in a coalition of cities known as the "Atmos Texas Municipalities;" determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject.
- [6.](#) Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute Amendment No.1 to an Interlocal Cooperative Agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning roadway projects.
- [7.](#) Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for Continuing Disclosure Services between the Town of Hickory Creek, Texas and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.

### **Regular Agenda**

- [8.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, authorizing and approving the lease agreement by and between the Hickory Creek Economic Development Corporation, and Eric D. Ruth for a 0.503-acre tract of land.
- [9.](#) Consider and act on authorizing the Town Manager of the Town of Hickory Creek, Texas, to execute a concessionaire agreement between the Town of Hickory Creek, Texas and JmaH WaterToyz, LLC.
- [10.](#) Consider and act on authorizing the Mayor of the Town of Hickory Creek, to execute an agreement for professional consulting services regarding 1930 Turbeville Road Town Property Project between the Town of Hickory Creek and Dunaway Associates, LLC.
11. Consider and act on bids submitted for BID# 2026-01, Leisure Center - Phase 1.
- [12.](#) Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement for professional services regarding Oakland Park - Phase I ESA between the Town of Hickory Creek and Halff Associates, Inc.
- [13.](#) Consider and act on authorizing the Town Manager of the Town of Hickory Creek, to execute a proposal from Holbrook Asphalt Co. to install "HA5" High Density Mineral Bond to streets within Harbor Grove Estates and Harmony Lane.
14. Consider and act on the 2025 Business of the Year.
15. Consider and act on the 2025 Citizen of the Year.

16. Discussion regarding naming future town facilities located at 1050 Ronald Reagan Avenue and 1930 Turbeville Road.
17. Receive update from John Smith, Town Manager, regarding the Pratt Nature Preserve & Observatory and discuss same.

### **Executive Session**

In accordance with Texas 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.

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

### **Reconvene into Open Session**

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

### **Future Agenda Items**

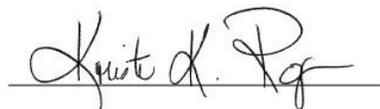
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

### **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 March 17, 2026, at 3:30 p.m.



Kristi Rogers, Town Secretary  
Town of Hickory Creek

**REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, FEBRUARY 23, 2026**

**MINUTES**

**Call to Order**

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

**Roll Call**

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Nick Wohr

Councilmember Chris Gordon

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Matthew C.G. Boyle, Town Attorney

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

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

**Invocation**

Councilmember Theodore gave the invocation.

**Items of Community Interest**

There were no items of community interest.

**Public Comment**

Ron Furtick, 1500 Turbeville Road, addressed the council regarding the Town's handling of permits and enforcement related to a sewer connection and septic system. He stated his plans for a sewer connection were delayed for nearly a year before approval and he received fines during that time. He further stated that he recently attempted to obtain a building permit to connect an existing septic system to a new sewer line extension but was informed that permits were not yet being issued. Mr. Furtick expressed the opinion that the Town's actions were politically motivated due to his past involvement in local elections and opposition to the current administration. He also discussed his vision for additional retail and commercial development in the Town of Hickory Creek and encouraged voters to support his mayoral campaign.

## **Town of Hickory Creek**

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Gloria Furtick, 1500 Turbeville Road, addressed the council regarding economic development in the Town of Hickory Creek. She stated that she believes the Town would benefit from additional retail and commercial development, including jobs, restaurants, and shopping opportunities. She also commented on the ongoing legal dispute involving her husband and expressed concern about the Town's enforcement actions and fines related to sewer connection requirements. Mrs. Furtick stated that her husband has advocated for development in the Town for many years and is running for mayor in the upcoming election.

Danielle McCurdy, 3031 Maynard Road, addressed the council regarding the former Olana Equestrian Center recently acquired by the Town of Hickory Creek. She requested that the Town consider maintaining the equestrian component of the property as it evaluates future uses. Ms. McCurdy stated that equestrian programs provide educational and recreational benefits for children and adults, including therapeutic benefits for individuals with special needs, and contribute to community engagement. She suggested that the Town could consider partnerships or lease arrangements with private instructors to continue equestrian activities while limiting the Town's operational responsibilities.

Ruby McCurdy, 3031 Maynard Road, addressed the council regarding the former Olana Equestrian Center. She shared her experiences visiting and riding horses at the barn and expressed how meaningful it has been to her and her brother. Ruby asked the council to consider keeping the horses and equestrian activities at the facility so other children in the community can enjoy them as well.

John Grosskopf, 131 Oakwood Lane, addressed the council regarding public records and transparency. He requested a date-stamped receipt for a prior submission and expressed concern that his inquiries about the Observatory project have not been directly addressed by the council. Mr. Grosskopf also commented on the Town Attorney's response, noting that it did not provide the information he requested and raised concerns about compliance with the Texas Open Meetings Act. He stated that he and other residents will continue to monitor these matters and expect a higher standard of transparency.

### **Informational Item**

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

Matthew Boyle, Town Attorney, provided an update of the Town of Hickory Creek v. Ronald Furtick.

### **Consent Agenda**

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

2. January 2026 Council Meeting Minutes
3. January 2026 Financial Statements

**Town of Hickory Creek**

**February 23, 2026**

**Page 3**

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

Mayor Pro Tem Kenney requested item 6 be pulled from the consent agenda for separate discussion.

Motion made by Councilmember Gordon to approve consent agenda items 2-5, Seconded by Mayor Pro Tem Kenney.

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

John Smith, Town Manager, provided information regarding the contract for depository services and answered questions from the Town Council.

Motion made by Mayor Pro Tem Kenney to approve consent agenda item 6, Seconded by Councilmember Theodore.

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

**Regular Agenda**

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

John Smith, Town Manager, and Paul Bosco, Jr., Landowner, answered questions from the Town Council regarding the site and landscape plan.

Motion made by Councilmember Gordon to approve a site and landscape plan for the 104 Carlisle – Hickory Creek, the property is located is the 700 block of S Lake Dallas Drive, Seconded by Councilmember Wohr.

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

Voting Nay: Councilmember Gibbons Motion passed.

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

The Town Council interviewed Steffi Arnaudova, Brandi Bollack, and Gabrielle Smith for the Arts and Culture Board.

Motion made by Councilmember Theodore to appoint Brandi Bollack to the Arts and Culture Board for a term expiring in June 2026, Seconded by Councilmember Gordon. Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember Wohr, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

9. Presentation from Dunaway Associates regarding professional consulting services for 1930 Turbeville Road.

Elizabeth McIlrath Jarrell, Project Director, and Ashley Lewis, Project Manager, Dunaway Planning & Landscape Architecture, provided an overview of the site master planning process and answered questions from the Town Council.

10. Consider and act on quotes from Mobile Communications America to install video surveillance systems in Arrowhead Park, Sycamore Bend Park and the Public Works Facility.

John Smith, Town Manager, and Jim Zehetner, Criminal Investigator, answered questions from the Town Council regarding the video surveillance system quotes.

Motion made by Councilmember Gibbons to approve the agenda item not to exceed \$66,000.00, Seconded by Mayor Pro Tem Kenney. Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember Wohr, Councilmember Gordon. Voting Abstaining: Councilmember Theodore Motion passed.

11. Consider and act on a quote from Curtco Inc. to crack seal streets within Harbor Grove Estates.

John Smith, Town Manager, provided an overview of the quote from Curtco Inc. and answered questions from the Town Council.

Motion made by Councilmember Wohr to approve a quote from Curtco Inc. to crack seal streets within Harbor Grove Estates in an amount not to exceed \$85,500.00, Seconded by Mayor Pro Tem Kenney. Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember Wohr, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

12. Discussion regarding ResponsiveEd playground equipment located on Town property.

Discussion was held regarding the ResponsiveEd playground equipment located on Town property.

### **Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:52 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.

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

**Reconvene into Open Session**

The Town Council reconvened into open session at 8:45 p.m.

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

No action taken.

**Future Agenda Items**

The following items were requested: update on observatory, C1 zoning ordinance, update on Oakland Park, update on leisure center and naming facilities.

**Adjournment**

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

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

The meeting did then stand adjourned at 8:47 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

Town of Hickory Creek  
**Balance Sheet**  
As of February 28, 2026

|                                  | <u>Feb 28, 26</u>          |
|----------------------------------|----------------------------|
| <b>ASSETS</b>                    |                            |
| <b>Current Assets</b>            |                            |
| <b>Checking/Savings</b>          |                            |
| BOA - Animal Shelter Fund        | 28,723.64                  |
| BOA - Drug Forfeiture            | 144,175.61                 |
| BOA - Drug Seizure               | 11.64                      |
| BOA - General Fund               | 112,942.48                 |
| BOA - Parks and Recreation       | 246,284.35                 |
| BOA - Payroll                    | 510.00                     |
| BOA - Police State Training      | 5,194.08                   |
| Logic 2020 CO's                  | 971.68                     |
| Logic Animal Shelter Facility    | 11,374.87                  |
| Logic Coronavirus Recovery Fund  | 55,948.81                  |
| Logic Harbor Ln-Sycamore Bend    | 95,450.89                  |
| Logic Investment Fund            | 7,727,359.27               |
| Logic Turbeville Road            | 112,671.86                 |
| <b>Total Checking/Savings</b>    | <u>8,541,619.18</u>        |
| <b>Accounts Receivable</b>       |                            |
| Municipal Court Payments         | 7,805.70                   |
| <b>Total Accounts Receivable</b> | <u>7,805.70</u>            |
| <b>Total Current Assets</b>      | <u>8,549,424.88</u>        |
| <b>TOTAL ASSETS</b>              | <u><b>8,549,424.88</b></u> |
| <b>LIABILITIES &amp; EQUITY</b>  | 0.00                       |

Town of Hickory Creek  
Profit & Loss  
February 2026

|  | <u>Feb 26</u>     |
|--|-------------------|
| <b>Ordinary Income/Expense</b>           |                   |
| <b>Income</b>                            |                   |
| <b>Ad Valorem Tax Revenue</b>            |                   |
| 4002 M&O                                 | 283,582.04        |
| 4004 M&O Penalties & Interest            | 775.89            |
| 4006 Delinquent M&O                      | 382.08            |
| 4008 I&S Debt Service                    | 125,444.68        |
| 4010 I&S Penalties & Interest            | 323.37            |
| 4012 Delinquent I&S                      | 194.40            |
| <b>Total Ad Valorem Tax Revenue</b>      | <u>410,702.46</u> |
| <b>Building Department Revenue</b>       |                   |
| 4102 Building Permits                    | 6,324.13          |
| 4104 Certificate of Occupancy            | 500.00            |
| 4106 Contractor Registration             | 300.00            |
| 4112 Health Inspections                  | 460.00            |
| 4124 Sign Permits                        | 450.00            |
| 4128 Variance Fee                        | 750.00            |
| 4130 Vendor Fee                          | 150.00            |
| 4132 Alarm Permit Fees                   | 75.00             |
| <b>Total Building Department Revenue</b> | <u>9,009.13</u>   |
| <b>Franchise Fee Revenue</b>             |                   |
| 4214 Electric                            | 1,166.28          |
| 4218 Telecom                             | 5,278.36          |
| 4220 Solid Waste                         | 12,031.12         |
| <b>Total Franchise Fee Revenue</b>       | <u>18,475.76</u>  |
| <b>Interest Revenue</b>                  |                   |
| 4330 General Fund Interest               | 5.46              |
| 4332 Investment Interest                 | 22,257.20         |
| <b>Total Interest Revenue</b>            | <u>22,262.66</u>  |
| <b>Miscellaneous Revenue</b>             |                   |
| 4502 Animal Adoption & Impound           | 460.00            |
| 4508 Annual Park Passes                  | 6,655.88          |
| 4510 Arrowhead Park Fees                 | 1,885.00          |
| 4518 Drug Forfeiture                     | -49,305.00        |
| 4530 Other Receivables                   | 674.32            |
| 4536 Point Vista Park Fees               | 530.00            |
| 4550 Sycamore Bend Fees                  | 1,320.00          |
| <b>Total Miscellaneous Revenue</b>       | <u>-37,779.80</u> |
| <b>Municipal Court Revenue</b>           |                   |
| 4602 Building Security Fund              | 21.00             |
| 4604 Citations                           | 66,091.10         |
| 4606 Court Technology Fund               | 28.00             |
| 4608 Jury Fund                           | 182.36            |
| 4610 Truancy Fund                        | 1,998.74          |
| 4612 State Court Costs                   | 32,270.28         |
| 4614 Child Safety Fee                    | 25.00             |
| 4616 CBSTF                               | 4,520.77          |
| <b>Total Municipal Court Revenue</b>     | <u>105,137.25</u> |
| <b>Sales Tax Revenue</b>                 |                   |
| 4702 Sales Tax General Fund              | 259,688.22        |
| 4706 Sales Tax 4B Corporation            | 37,098.32         |
| 4708 Sales Tax Mixed Beverage            | 3,413.40          |
| <b>Total Sales Tax Revenue</b>           | <u>300,199.94</u> |
| <b>Total Income</b>                      | <u>828,007.40</u> |
| <b>Gross Profit</b>                      | 828,007.40        |
| <b>Expense</b>                           |                   |
| <b>Capital Outlay</b>                    |                   |
| 5022 Parks and Rec Improvements          | 27,148.38         |

Town of Hickory Creek  
Profit & Loss  
February 2026

|                                 | <u>Feb 26</u> |
|---------------------------------|---------------|
| 5026 Fleet Vehicles             | 47,957.12     |
| Total Capital Outlay            | 75,105.50     |
| Debt Service                    |               |
| 5110 2015 Refunding Bond Series | 37,500.00     |
| 5112 2015 C.O. Series           | 44,500.00     |
| 5114 2020 C.O. Series           | 45,525.00     |
| Total Debt Service              | 127,525.00    |
| General Government              |               |
| 5202 Bank Service Charges       | 15.00         |
| 5206 Computer Hardware/Software | 2,250.99      |
| 5208 Copier Rental              | 320.35        |
| 5210 Dues & Memberships         | 569.35        |
| 5212 EDC Tax Payment            | 37,099.32     |
| 5216 Volunteer/Staff Events     | 584.12        |
| 5218 General Communications     | 7,918.31      |
| 5224 Postage                    | 79.10         |
| 5228 Town Council/Board Expense | 750.12        |
| 5230 Training & Education       | 420.00        |
| Total General Government        | 50,006.66     |
| Municipal Court                 |               |
| 5302 Books & Subscriptions      | -818.00       |
| 5304 Building Security          | 7,113.32      |
| 5312 Court Technology           | 6,306.41      |
| 5318 Merchant Fees/Credit Cards | 1,588.22      |
| 5322 Office Supplies/Equipment  | -31.92        |
| 5332 Warrants Collected         | -2,563.58     |
| Total Municipal Court           | 11,594.45     |
| Parks and Recreation            |               |
| 5408 Tanglewood Park            | 2,772.29      |
| Total Parks and Recreation      | 2,772.29      |
| Parks Corps of Engineer         |               |
| 5432 Arrowhead                  | 265.98        |
| 5434 Harbor Grove               | 104.56        |
| 5436 Point Vista                | 240.42        |
| 5438 Sycamore Bend              | 273.55        |
| Total Parks Corps of Engineer   | 884.51        |
| Personnel                       |               |
| 5502 Administration Wages       | 32,906.17     |
| 5504 Municipal Court Wages      | 9,051.36      |
| 5506 Police Wages               | 116,564.02    |
| 5507 Police Overtime Wages      | 10,431.66     |
| 5508 Public Works Wages         | 23,732.05     |
| 5509 Public Works Overtime Wage | 273.34        |
| 5510 Health Insurance           | 29,296.13     |
| 5514 Payroll Expense            | 3,080.00      |
| 5516 Employment Exams           | 290.00        |
| 5518 Retirement (TMRS)          | 34,776.37     |
| Total Personnel                 | 260,401.10    |
| Police Department               |               |
| 5602 Auto Gas & Oil             | 4,676.78      |
| 5606 Auto Maintenance & Repair  | 9,894.06      |
| 5612 Computer Hardware/Software | 1,935.46      |
| 5614 Crime Lab Analysis         | 367.90        |
| 5626 Office Supplies/Equipment  | 262.32        |
| 5630 Personnel Equipment        | 1,036.99      |
| 5634 Travel Expense             | 1,224.75      |
| 5636 Uniforms                   | 871.25        |
| 5640 Training & Education       | 2,800.00      |
| Total Police Department         | 23,069.51     |

Town of Hickory Creek  
**Profit & Loss**  
February 2026

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|  | <u>Feb 26</u>            |
|--|--------------------------|
| <b>Public Works Department</b>           |                          |
| 5706 Animal Control Supplies             | 375.00                   |
| 5710 Auto Gas & Oil                      | 1,827.55                 |
| 5714 Auto Maintenance/Repair             | -7,123.94                |
| 5716 Beautification                      | 13,920.09                |
| 5718 Computer Hardware/Software          | 280.08                   |
| 5724 Equipment Maintenance               | 4,984.88                 |
| 5726 Equipment Rental                    | 4,058.90                 |
| 5728 Equipment Supplies                  | 1,014.67                 |
| 5732 Office Supplies/Equipment           | 15.36                    |
| 5738 Training                            | 425.00                   |
| 5740 Travel Expense                      | 1,324.00                 |
| 5742 Uniforms                            | 200.85                   |
| <b>Total Public Works Department</b>     | <u>21,302.44</u>         |
| <b>Services</b>                          |                          |
| 5804 Attorney Fees                       | 501.00                   |
| 5818 Inspections                         | 1,502.00                 |
| 5822 Legal Notices/Advertising           | 414.08                   |
| 5824 Library Services                    | 141.80                   |
| 5826 Municipal Judge                     | 1,155.00                 |
| 5828 Printing                            | 516.60                   |
| <b>Total Services</b>                    | <u>4,230.48</u>          |
| <b>Special Events</b>                    |                          |
| 6012 Special Events                      | -350.00                  |
| <b>Total Special Events</b>              | <u>-350.00</u>           |
| <b>Utilities &amp; Maintenance</b>       |                          |
| 5902 Bldg Maintenance/Supplies           | 8,683.58                 |
| 5904 Electric                            | 3,063.04                 |
| 5906 Gas                                 | 861.56                   |
| 5908 Street Lighting                     | 4,245.83                 |
| 5910 Telecom                             | 10,753.66                |
| 5912 Water                               | 1,274.16                 |
| <b>Total Utilities &amp; Maintenance</b> | <u>28,881.83</u>         |
| <b>Total Expense</b>                     | <u>605,423.77</u>        |
| <b>Net Ordinary Income</b>               | <u>222,583.63</u>        |
| <b>Net Income</b>                        | <u><u>222,583.63</u></u> |

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**  
**October 2025 through February 2026**

|  | Oct '25 - Fe...     | Budget              | % of Bu...   |
|--|---------------------|---------------------|--------------|
| <b>Ordinary Income/Expense</b>           |                     |                     |              |
| <b>Income</b>                            |                     |                     |              |
| <b>Ad Valorem Tax Revenue</b>            |                     |                     |              |
| 4002 M&O                                 | 1,836,758.52        | 1,907,287.00        | 96.3%        |
| 4004 M&O Penalties & Interest            | 1,117.93            | 4,500.00            | 24.8%        |
| 4006 Delinquent M&O                      | 1,492.25            | 1,000.00            | 149.2%       |
| 4008 I&S Debt Service                    | 804,740.99          | 843,692.00          | 95.4%        |
| 4010 I&S Penalties & Interest            | 474.36              | 3,000.00            | 15.8%        |
| 4012 Delinquent I&S                      | 8,475.53            | 500.00              | 1,695.1%     |
| <b>Total Ad Valorem Tax Revenue</b>      | <b>2,653,059.58</b> | <b>2,759,979.00</b> | <b>96.1%</b> |
| <b>Building Department Revenue</b>       |                     |                     |              |
| 4102 Building Permits                    | 49,383.36           | 195,000.00          | 25.3%        |
| 4104 Certificate of Occupancy            | 2,750.00            | 3,000.00            | 91.7%        |
| 4106 Contractor Registration             | 1,953.00            | 3,500.00            | 55.8%        |
| 4108 Preliminary/Final Plat              | 4,250.00            | 0.00                | 100.0%       |
| 4110 Prelim/Final Site Plan              | 5,100.00            | 0.00                | 100.0%       |
| 4112 Health Inspections                  | 8,740.00            | 11,960.00           | 73.1%        |
| 4122 Septic Permits                      | 0.00                | 500.00              | 0.0%         |
| 4124 Sign Permits                        | 600.00              | 2,250.00            | 26.7%        |
| 4126 Special Use Permit                  | 0.00                | 200.00              | 0.0%         |
| 4128 Variance Fee                        | 2,750.00            | 1,500.00            | 183.3%       |
| 4130 Vendor Fee                          | 275.00              | 325.00              | 84.6%        |
| 4132 Alarm Permit Fees                   | 300.00              | 300.00              | 100.0%       |
| <b>Total Building Department Revenue</b> | <b>76,101.36</b>    | <b>218,535.00</b>   | <b>34.8%</b> |
| <b>Franchise Fee Revenue</b>             |                     |                     |              |
| 4214 Electric                            | 171,148.03          | 175,000.00          | 97.8%        |
| 4216 Gas                                 | 0.00                | 95,000.00           | 0.0%         |
| 4218 Telecom                             | 10,719.24           | 23,500.00           | 45.6%        |
| 4220 Solid Waste                         | 30,520.00           | 65,000.00           | 47.0%        |
| <b>Total Franchise Fee Revenue</b>       | <b>212,387.27</b>   | <b>358,500.00</b>   | <b>59.2%</b> |
| <b>Interest Revenue</b>                  |                     |                     |              |
| 4330 General Fund Interest               | 27.45               | 25.00               | 109.8%       |
| 4332 Investment Interest                 | 136,221.09          | 200,000.00          | 68.1%        |
| <b>Total Interest Revenue</b>            | <b>136,248.54</b>   | <b>200,025.00</b>   | <b>68.1%</b> |
| <b>Interlocal Revenue</b>                |                     |                     |              |
| 4402 Corp Contract Current Year          | 0.00                | 64,215.00           | 0.0%         |
| <b>Total Interlocal Revenue</b>          | <b>0.00</b>         | <b>64,215.00</b>    | <b>0.0%</b>  |
| <b>Miscellaneous Revenue</b>             |                     |                     |              |
| 4502 Animal Adoption & Impound           | 1,465.00            | 4,000.00            | 36.6%        |
| 4506 Animal Shelter Donations            | 14,594.77           | 2,000.00            | 729.7%       |
| 4508 Annual Park Passes                  | 7,642.22            | 55,000.00           | 13.9%        |
| 4510 Arrowhead Park Fees                 | 9,080.00            | 50,000.00           | 18.2%        |
| 4512 Beer & Wine Permit                  | 0.00                | 150.00              | 0.0%         |
| 4516 Corp Parks Fund Reserve             | 0.00                | 0.00                | 0.0%         |
| 4518 Drug Forfeiture                     | -14,008.34          | 0.00                | 100.0%       |
| 4520 Drug Seizure                        | 0.00                | 0.00                | 0.0%         |
| 4524 Fund Balance Reserve                | 0.00                | 3,815,000.00        | 0.0%         |
| 4526 Mineral Rights                      | 111.20              | 0.00                | 100.0%       |
| 4530 Other Receivables                   | -12,092.01          | 50,000.00           | -24.2%       |
| 4534 PD State Training                   | 0.00                | 0.00                | 0.0%         |
| 4536 Point Vista Park Fees               | 2,495.00            | 8,000.00            | 31.2%        |
| 4546 Street Improv Restricted            | 0.00                | 0.00                | 0.0%         |
| 4550 Sycamore Bend Fees                  | 9,064.00            | 42,000.00           | 21.6%        |
| 4554 Building Security Fund Res          | 0.00                | 0.00                | 0.0%         |
| 4556 Court Tech Fund Reserve             | 0.00                | 0.00                | 0.0%         |
| 4558 Harbor Lane/Sycamore Bend           | 0.00                | 0.00                | 0.0%         |
| 4564 Task Force Forfeiture               | 12,966.86           | 0.00                | 100.0%       |
| 4566 Interlocal Agreements               | 4,020.56            | 213,680.00          | 1.9%         |
| 4568 Opiod Settlements                   | 0.00                | 0.00                | 0.0%         |
| <b>Total Miscellaneous Revenue</b>       | <b>35,339.26</b>    | <b>4,239,830.00</b> | <b>0.8%</b>  |
| <b>Municipal Court Revenue</b>           |                     |                     |              |
| 4602 Building Security Fund              | 1,233.64            | 0.00                | 100.0%       |

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**  
**October 2025 through February 2026**

|                                      | Oct '25 - Fe...     | Budget               | % of Bu...    |
|--------------------------------------|---------------------|----------------------|---------------|
| 4604 Citations                       | 309,758.91          | 675,000.00           | 45.9%         |
| 4606 Court Technology Fund           | 137.00              | 0.00                 | 100.0%        |
| 4608 Jury Fund                       | 333.89              | 200.00               | 166.9%        |
| 4610 Truancy Fund                    | 9,098.97            | 0.00                 | 100.0%        |
| 4612 State Court Costs               | 157,467.59          | 381,780.00           | 41.2%         |
| 4614 Child Safety Fee                | 963.57              | 800.00               | 120.4%        |
| 4616 CBSTF                           | 18,008.53           | 41,715.00            | 43.2%         |
| Municipal Court Revenue - Other      | -4,291.00           |                      |               |
| <b>Total Municipal Court Revenue</b> | <b>492,711.10</b>   | <b>1,099,495.00</b>  | <b>44.8%</b>  |
| <b>Sales Tax Revenue</b>             |                     |                      |               |
| 4702 Sales Tax General Fund          | 1,116,840.21        | 2,387,897.00         | 46.8%         |
| 4706 Sales Tax 4B Corporation        | 159,548.61          | 341,128.00           | 46.8%         |
| 4708 Sales Tax Mixed Beverage        | 17,506.43           | 38,000.00            | 46.1%         |
| 4710 Hotel Occupancy Tax             | 3,776.65            | 5,000.00             | 75.5%         |
| Sales Tax Revenue - Other            | 0.00                | 0.00                 | 0.0%          |
| <b>Total Sales Tax Revenue</b>       | <b>1,297,671.90</b> | <b>2,772,025.00</b>  | <b>46.8%</b>  |
| <b>Total Income</b>                  | <b>4,903,519.01</b> | <b>11,712,604.00</b> | <b>41.9%</b>  |
| <b>Gross Profit</b>                  | <b>4,903,519.01</b> | <b>11,712,604.00</b> | <b>41.9%</b>  |
| <b>Expense</b>                       |                     |                      |               |
| <b>Capital Outlay</b>                |                     |                      |               |
| 5010 Street Maintenance              | 2,459.84            | 25,000.00            | 9.8%          |
| 5012 Streets & Road Improvement      | -2,587.66           | 650,000.00           | -0.4%         |
| 5022 Parks and Rec Improvements      | 2,014,513.27        | 2,498,844.00         | 80.6%         |
| 5024 Public Safety Improvements      | 0.00                | 0.00                 | 0.0%          |
| 5026 Fleet Vehicles                  | 65,219.91           | 90,000.00            | 72.5%         |
| 5030 Broadband Initiative            | 0.00                | 0.00                 | 0.0%          |
| 5030 Sycamore Bend Construction      | 0.00                | 0.00                 | 0.0%          |
| 5032 Denton County TRIP22            | 2,169,558.83        | 550,000.00           | 394.5%        |
| <b>Total Capital Outlay</b>          | <b>4,249,164.19</b> | <b>3,813,844.00</b>  | <b>111.4%</b> |
| <b>Debt Service</b>                  |                     |                      |               |
| 5110 2015 Refunding Bond Series      | 37,500.00           | 311,218.00           | 12.0%         |
| 5112 2015 C.O. Series                | 44,500.00           | 275,218.00           | 16.2%         |
| 5114 2020 C.O. Series                | 45,525.00           | 257,268.00           | 17.7%         |
| <b>Total Debt Service</b>            | <b>127,525.00</b>   | <b>843,704.00</b>    | <b>15.1%</b>  |
| <b>General Government</b>            |                     |                      |               |
| 5202 Bank Service Charges            | 75.00               | 200.00               | 37.5%         |
| 5204 Books & Subscriptions           | 0.00                | 300.00               | 0.0%          |
| 5206 Computer Hardware/Software      | 15,666.66           | 60,000.00            | 26.1%         |
| 5208 Copier Rental                   | 1,560.46            | 3,600.00             | 43.3%         |
| 5210 Dues & Memberships              | 884.35              | 3,800.00             | 23.3%         |
| 5212 EDC Tax Payment                 | 159,557.21          | 341,128.00           | 46.8%         |
| 5214 Election Expenses               | 0.00                | 20,000.00            | 0.0%          |
| 5216 Volunteer/Staff Events          | 6,161.47            | 12,000.00            | 51.3%         |
| 5218 General Communications          | 19,709.39           | 32,000.00            | 61.6%         |
| 5222 Office Supplies & Equip.        | 703.50              | 3,000.00             | 23.5%         |
| 5224 Postage                         | 2,783.31            | 5,000.00             | 55.7%         |
| 5226 Community Cause                 | 1,400.00            | 3,500.00             | 40.0%         |
| 5228 Town Council/Board Expense      | 1,401.16            | 7,500.00             | 18.7%         |
| 5230 Training & Education            | 1,290.00            | 2,500.00             | 51.6%         |
| 5232 Travel Expense                  | 616.66              | 2,500.00             | 24.7%         |
| 5234 Staff Uniforms                  | 701.00              | 700.00               | 100.1%        |
| 5236 Transfer to Reserve             | 0.00                | 0.00                 | 0.0%          |
| <b>Total General Government</b>      | <b>212,510.17</b>   | <b>497,728.00</b>    | <b>42.7%</b>  |
| <b>Municipal Court</b>               |                     |                      |               |
| 5302 Books & Subscriptions           | -818.00             | 100.00               | -818.0%       |
| 5304 Building Security               | 7,113.32            | 0.00                 | 100.0%        |
| 5306 CBSTF                           | 0.00                | 41,715.00            | 0.0%          |
| 5312 Court Technology                | 7,609.02            | 0.00                 | 100.0%        |
| 5314 Dues & Memberships              | 75.00               | 200.00               | 37.5%         |
| 5318 Merchant Fees/Credit Cards      | 3,822.39            | 5,000.00             | 76.4%         |
| 5322 Office Supplies/Equipment       | 8.29                | 750.00               | 1.1%          |
| 5324 State Court Costs               | 167,650.60          | 381,780.00           | 43.9%         |

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**  
**October 2025 through February 2026**

|                                      | Oct '25 - Fe...     | Budget              | % of Bu...   |
|--------------------------------------|---------------------|---------------------|--------------|
| 5326 Training & Education            | 350.00              | 1,000.00            | 35.0%        |
| 5328 Travel Expense                  | 0.00                | 1,000.00            | 0.0%         |
| 5332 Warrants Collected              | 3,451.23            | 2,500.00            | 138.0%       |
| <b>Total Municipal Court</b>         | <b>189,261.85</b>   | <b>434,045.00</b>   | <b>43.6%</b> |
| <b>Parks and Recreation</b>          |                     |                     |              |
| 5402 Events                          | 195.00              | 1,500.00            | 13.0%        |
| 5408 Tanglewood Park                 | 3,062.43            | 5,000.00            | 61.2%        |
| 5412 KHCB                            | 0.00                | 500.00              | 0.0%         |
| 5414 Tree City USA                   | 139.50              | 500.00              | 27.9%        |
| 5416 Town Hall Park                  | 0.00                | 1,500.00            | 0.0%         |
| <b>Total Parks and Recreation</b>    | <b>3,396.93</b>     | <b>9,000.00</b>     | <b>37.7%</b> |
| <b>Parks Corps of Engineer</b>       |                     |                     |              |
| 5432 Arrowhead                       | 5,789.02            | 20,000.00           | 28.9%        |
| 5434 Harbor Grove                    | 476.25              | 4,500.00            | 10.6%        |
| 5436 Point Vista                     | 3,498.16            | 12,000.00           | 29.2%        |
| 5438 Sycamore Bend                   | 3,385.92            | 118,500.00          | 2.9%         |
| <b>Total Parks Corps of Engineer</b> | <b>13,149.35</b>    | <b>155,000.00</b>   | <b>8.5%</b>  |
| <b>Personnel</b>                     |                     |                     |              |
| 5502 Administration Wages            | 180,282.68          | 428,372.00          | 42.1%        |
| 5504 Municipal Court Wages           | 50,073.51           | 118,010.00          | 42.4%        |
| 5506 Police Wages                    | 692,356.12          | 1,656,025.00        | 41.8%        |
| 5507 Police Overtime Wages           | 37,397.95           | 48,000.00           | 77.9%        |
| 5508 Public Works Wages              | 129,762.52          | 306,518.00          | 42.3%        |
| 5509 Public Works Overtime Wage      | 1,540.40            | 6,000.00            | 25.7%        |
| 5510 Health Insurance                | 136,602.61          | 330,590.00          | 41.3%        |
| 5512 Longevity                       | 16,680.00           | 16,680.00           | 100.0%       |
| 5514 Payroll Expense                 | 17,781.06           | 32,000.00           | 55.6%        |
| 5516 Employment Exams                | 1,635.00            | 2,500.00            | 65.4%        |
| 5518 Retirement (TMRS)               | 166,212.91          | 384,978.00          | 43.2%        |
| 5520 Unemployment (TWC)              | 112.40              | 3,500.00            | 3.2%         |
| 5522 Workman's Compensation          | 44,767.00           | 48,378.00           | 92.5%        |
| 5524 Contract Employment             | 5,670.00            | 30,000.00           | 18.9%        |
| <b>Total Personnel</b>               | <b>1,480,874.16</b> | <b>3,411,551.00</b> | <b>43.4%</b> |
| <b>Police Department</b>             |                     |                     |              |
| 5602 Auto Gas & Oil                  | 25,202.83           | 50,000.00           | 50.4%        |
| 5606 Auto Maintenance & Repair       | 47,078.41           | 65,000.00           | 72.4%        |
| 5610 Books & Subscriptions           | 512.28              | 600.00              | 85.4%        |
| 5612 Computer Hardware/Software      | 56,345.89           | 75,000.00           | 75.1%        |
| 5614 Crime Lab Analysis              | 3,499.42            | 4,000.00            | 87.5%        |
| 5616 Drug Forfeiture                 | 2,193.74            | 0.00                | 100.0%       |
| 5618 Dues & Memberships              | 651.60              | 500.00              | 130.3%       |
| 5626 Office Supplies/Equipment       | 751.34              | 2,000.00            | 37.6%        |
| 5630 Personnel Equipment             | 22,219.33           | 20,000.00           | 111.1%       |
| 5634 Travel Expense                  | 1,224.75            | 1,500.00            | 81.7%        |
| 5636 Uniforms                        | 6,791.59            | 12,000.00           | 56.6%        |
| 5640 Training & Education            | 15,400.35           | 15,000.00           | 102.7%       |
| 5644 Citizens on Patrol              | 0.00                | 500.00              | 0.0%         |
| 5646 Community Outreach              | 293.25              | 1,500.00            | 19.6%        |
| 5648 K9 Unit                         | 977.94              | 3,500.00            | 27.9%        |
| 5650 Task Force Forfeiture           | 700.00              | 0.00                | 100.0%       |
| <b>Total Police Department</b>       | <b>183,842.72</b>   | <b>251,100.00</b>   | <b>73.2%</b> |
| <b>Public Works Department</b>       |                     |                     |              |
| 5702 Animal Control Donation         | 0.00                | 2,000.00            | 0.0%         |
| 5704 Animal Control Equipment        | 457.78              | 2,000.00            | 22.9%        |
| 5706 Animal Control Supplies         | 1,969.15            | 5,000.00            | 39.4%        |
| 5708 Animal Control Vet Fees         | 7,627.67            | 18,500.00           | 41.2%        |
| 5710 Auto Gas & Oil                  | 8,581.23            | 20,000.00           | 42.9%        |
| 5714 Auto Maintenance/Repair         | 9,312.25            | 15,000.00           | 62.1%        |
| 5716 Beautification                  | 49,711.53           | 216,102.00          | 23.0%        |
| 5718 Computer Hardware/Software      | 840.24              | 3,500.00            | 24.0%        |
| 5720 Dues & Memberships              | 35.00               | 450.00              | 7.8%         |
| 5722 Equipment                       | -575.02             | 2,500.00            | -23.0%       |
| 5724 Equipment Maintenance           | 5,863.88            | 20,000.00           | 29.3%        |

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**  
**October 2025 through February 2026**

|  | Oct '25 - Fe...      | Budget               | % of Bu...    |
|--|----------------------|----------------------|---------------|
| 5726 Equipment Rental                    | 4,336.04             | 500.00               | 867.2%        |
| 5728 Equipment Supplies                  | 2,610.82             | 5,000.00             | 52.2%         |
| 5732 Office Supplies/Equipment           | 146.16               | 1,500.00             | 9.7%          |
| 5734 Communications                      | 1,200.23             | 4,500.00             | 26.7%         |
| 5738 Training                            | 735.00               | 850.00               | 86.5%         |
| 5740 Travel Expense                      | 1,324.00             | 2,000.00             | 66.2%         |
| 5742 Uniforms                            | 1,039.53             | 2,500.00             | 41.6%         |
| 5748 Landscaping Services                | 11,458.60            | 90,000.00            | 12.7%         |
| <b>Total Public Works Department</b>     | <b>106,674.09</b>    | <b>411,902.00</b>    | <b>25.9%</b>  |
| <b>Services</b>                          |                      |                      |               |
| 5802 Appraisal District                  | 4,816.26             | 19,220.00            | 25.1%         |
| 5804 Attorney Fees                       | 92,815.03            | 150,000.00           | 61.9%         |
| 5806 Audit                               | 18,500.00            | 17,500.00            | 105.7%        |
| 5808 Codification                        | 0.00                 | 2,000.00             | 0.0%          |
| 5812 Document Management                 | 0.00                 | 750.00               | 0.0%          |
| 5814 Engineering                         | 34,786.02            | 150,000.00           | 23.2%         |
| 5816 General Insurance                   | 66,157.24            | 65,000.00            | 101.8%        |
| 5818 Inspections                         | 11,846.00            | 42,000.00            | 28.2%         |
| 5820 Fire Service                        | 485,346.00           | 970,692.00           | 50.0%         |
| 5822 Legal Notices/Advertising           | 2,028.84             | 4,000.00             | 50.7%         |
| 5824 Library Services                    | 557.20               | 1,200.00             | 46.4%         |
| 5826 Municipal Judge                     | 5,787.00             | 15,000.00            | 38.6%         |
| 5828 Printing                            | 828.16               | 2,500.00             | 33.1%         |
| 5830 Tax Collection                      | 3,938.13             | 4,000.00             | 98.5%         |
| 5832 Computer Technical Support          | 49,581.49            | 46,000.00            | 107.8%        |
| 5838 DCCAC                               | 2,400.00             | 2,400.00             | 100.0%        |
| 5840 Denton County Dispatch              | 0.00                 | 40,382.00            | 0.0%          |
| 5842 Denton County MHMR                  | 0.00                 | 3,200.00             | 0.0%          |
| 5846 Span Transit Services               | 0.00                 | 10,000.00            | 0.0%          |
| 5848 Recording Fees                      | 0.00                 | 500.00               | 0.0%          |
| <b>Total Services</b>                    | <b>779,387.37</b>    | <b>1,546,344.00</b>  | <b>50.4%</b>  |
| <b>Special Events</b>                    |                      |                      |               |
| 6012 Special Events                      | 18,076.34            | 25,000.00            | 72.3%         |
| <b>Total Special Events</b>              | <b>18,076.34</b>     | <b>25,000.00</b>     | <b>72.3%</b>  |
| <b>Utilities &amp; Maintenance</b>       |                      |                      |               |
| 5902 Bldg Maintenance/Supplies           | 53,873.28            | 200,586.00           | 26.9%         |
| 5904 Electric                            | 13,804.40            | 25,000.00            | 55.2%         |
| 5906 Gas                                 | 1,873.31             | 3,000.00             | 62.4%         |
| 5908 Street Lighting                     | 21,169.97            | 42,000.00            | 50.4%         |
| 5910 Telecom                             | 12,497.81            | 17,800.00            | 70.2%         |
| 5912 Water                               | 7,146.99             | 25,000.00            | 28.6%         |
| <b>Total Utilities &amp; Maintenance</b> | <b>110,365.76</b>    | <b>313,386.00</b>    | <b>35.2%</b>  |
| <b>Total Expense</b>                     | <b>7,474,227.93</b>  | <b>11,712,604.00</b> | <b>63.8%</b>  |
| <b>Net Ordinary Income</b>               | <b>-2,570,708.92</b> | <b>0.00</b>          | <b>100.0%</b> |
| <b>Net Income</b>                        | <b>-2,570,708.92</b> | <b>0.00</b>          | <b>100.0%</b> |

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

| Type                                   | Date       | Num       | Name                                | Amount     |
|--|------------|-----------|-------------------------------------|------------|
| <b>Ordinary Income/Expense</b>         |            |           |                                     |            |
| <b>Expense</b>                         |            |           |                                     |            |
| <b>Capital Outlay</b>                  |            |           |                                     |            |
| <b>5022 Parks and Rec Improvements</b> |            |           |                                     |            |
| Check                                  | 02/02/2026 |           | Central North Construction LLC      | 12,573.72  |
| Check                                  | 02/02/2026 |           | Central North Construction LLC      | 3,861.00   |
| Check                                  | 02/02/2026 |           | Central North Construction LLC      | 3,861.00   |
| Check                                  | 02/05/2026 | Debit     | Half Associates, Inc.               | 4,840.78   |
| Bill                                   | 02/24/2026 | Inv #1... | Amazon Capital Services             | 1,194.61   |
| Total 5022 Parks and Rec Improvements  |            |           |                                     | 26,331.11  |
| <b>5026 Fleet Vehicles</b>             |            |           |                                     |            |
| Check                                  | 02/02/2026 | 6879      | BMW Motorcycles of North Dallas     | 45,328.67  |
| Bill                                   | 02/22/2026 | Inv #2... | Main Street Signs & Graphics        | 1,232.05   |
| Check                                  | 02/24/2026 | Debit     | Enterprise Fleet Management         | 1,396.40   |
| Total 5026 Fleet Vehicles              |            |           |                                     | 47,957.12  |
| Total Capital Outlay                   |            |           |                                     | 74,288.23  |
| <b>Debt Service</b>                    |            |           |                                     |            |
| <b>5110 2015 Refunding Bond Series</b> |            |           |                                     |            |
| Check                                  | 02/17/2026 |           | US Bank                             | 37,500.00  |
| Total 5110 2015 Refunding Bond Series  |            |           |                                     | 37,500.00  |
| <b>5112 2015 C.O. Series</b>           |            |           |                                     |            |
| Check                                  | 02/17/2026 |           | US Bank                             | 44,500.00  |
| Total 5112 2015 C.O. Series            |            |           |                                     | 44,500.00  |
| <b>5114 2020 C.O. Series</b>           |            |           |                                     |            |
| Check                                  | 02/17/2026 |           | US Bank                             | 45,525.00  |
| Total 5114 2020 C.O. Series            |            |           |                                     | 45,525.00  |
| Total Debt Service                     |            |           |                                     | 127,525.00 |
| <b>General Government</b>              |            |           |                                     |            |
| <b>5206 Computer Hardware/Software</b> |            |           |                                     |            |
| Check                                  | 02/23/2026 | Debit     | Eight20 Consulting LLC (dba Zactax) | 2,250.00   |
| Total 5206 Computer Hardware/Software  |            |           |                                     | 2,250.00   |
| <b>5212 EDC Tax Payment</b>            |            |           |                                     |            |
| Check                                  | 02/18/2026 |           | Hickory Creek Economic Development  | 37,098.32  |
| Total 5212 EDC Tax Payment             |            |           |                                     | 37,098.32  |
| <b>5218 General Communications</b>     |            |           |                                     |            |
| Bill                                   | 02/05/2026 | Inv #3... | CivicsPlus                          | 3,186.23   |
| Bill                                   | 02/12/2026 | Inv #5... | Bird's Printing & Copies            | 4,261.08   |
| Total 5218 General Communications      |            |           |                                     | 7,447.31   |
| Total General Government               |            |           |                                     | 46,795.63  |
| <b>Municipal Court</b>                 |            |           |                                     |            |
| <b>5304 Building Security</b>          |            |           |                                     |            |
| Bill                                   | 02/23/2026 | Inv #4... | Garrett Electronics Inc.            | 7,113.32   |
| Total 5304 Building Security           |            |           |                                     | 7,113.32   |
| <b>5312 Court Technology</b>           |            |           |                                     |            |
| Bill                                   | 02/05/2026 | Inv #1... | Tyler Technologies                  | 1,460.00   |
| Bill                                   | 02/16/2026 |           | Tyler Technologies                  | 5,456.29   |
| Bill                                   | 02/18/2026 | Doc #...  | Tyler Technologies                  | 4,404.62   |
| Credit                                 | 02/23/2026 | Inv #C... | Tyler Technologies                  | -5,456.29  |
| Total 5312 Court Technology            |            |           |                                     | 5,864.62   |
| Total Municipal Court                  |            |           |                                     | 12,977.94  |
| <b>Parks and Recreation</b>            |            |           |                                     |            |
| <b>5408 Tanglewood Park</b>            |            |           |                                     |            |

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

| Type                                      | Date                                  | Num       | Name                           | Amount     |
|---|---------------------------------------|-----------|--------------------------------|------------|
| Bill                                      | 02/05/2026                            | Inv #P... | 3H Concrete, Inc.              | 2,724.19   |
|   | Total 5408 Tanglewood Park            |           |                                | 2,724.19   |
|   | Total Parks and Recreation            |           |                                | 2,724.19   |
| <b>Personnel</b>                          |                                       |           |                                |            |
| <b>5510 Health Insurance</b>              |                                       |           |                                |            |
| Check                                     | 02/10/2026                            |           | MetLife                        | 2,841.94   |
| Check                                     | 02/20/2026                            |           | Cigna                          | 25,989.71  |
|   | Total 5510 Health Insurance           |           |                                | 28,831.65  |
| <b>5518 Retirement (TMRS)</b>             |                                       |           |                                |            |
| Check                                     | 02/11/2026                            |           | TMRS                           | 34,776.37  |
|   | Total 5518 Retirement (TMRS)          |           |                                | 34,776.37  |
|   | Total Personnel                       |           |                                | 63,608.02  |
| <b>Police Department</b>                  |                                       |           |                                |            |
| <b>5602 Auto Gas &amp; Oil</b>            |                                       |           |                                |            |
| Check                                     | 02/23/2026                            | Debit     | Wright Express                 | 4,676.78   |
|   | Total 5602 Auto Gas & Oil             |           |                                | 4,676.78   |
| <b>5606 Auto Maintenance &amp; Repair</b> |                                       |           |                                |            |
| Bill                                      | 02/02/2026                            | Inv #1... | Christian Brothers Automotive  | 1,500.00   |
| Bill                                      | 02/18/2026                            | Inv #1... | Christian Brothers Automotive  | 1,623.50   |
| Bill                                      | 02/23/2026                            | Inv #1... | Christian Brothers Automotive  | 5,171.20   |
|   | Total 5606 Auto Maintenance & Repair  |           |                                | 8,294.70   |
| <b>5612 Computer Hardware/Software</b>    |                                       |           |                                |            |
| Bill                                      | 02/18/2026                            | Doc #...  | Tyler Technologies             | 1,051.67   |
|   | Total 5612 Computer Hardware/Software |           |                                | 1,051.67   |
| <b>5634 Travel Expense</b>                |                                       |           |                                |            |
| Check                                     | 02/27/2026                            | Debit     | Airbnb                         | 1,224.75   |
|   | Total 5634 Travel Expense             |           |                                | 1,224.75   |
|   | Total Police Department               |           |                                | 15,247.90  |
| <b>Public Works Department</b>            |                                       |           |                                |            |
| <b>5710 Auto Gas &amp; Oil</b>            |                                       |           |                                |            |
| Check                                     | 02/23/2026                            | Debit     | Wright Express                 | 1,827.55   |
|   | Total 5710 Auto Gas & Oil             |           |                                | 1,827.55   |
| <b>5714 Auto Maintenance/Repair</b>       |                                       |           |                                |            |
| Deposit                                   | 02/02/2026                            |           | Deposit                        | -12,609.36 |
| Bill                                      | 02/05/2026                            | Inv #1... | Christian Brothers Automotive  | 3,038.00   |
| Bill                                      | 02/12/2026                            | Inv #1... | Christian Brothers Automotive  | 1,331.65   |
| Check                                     | 02/18/2026                            | Debit     | Safelite Auto Glass            | 1,014.37   |
|   | Total 5714 Auto Maintenance/Repair    |           |                                | -7,225.34  |
| <b>5716 Beautification</b>                |                                       |           |                                |            |
| Bill                                      | 02/05/2026                            | Inv #8... | Betsy Ross Flag Girls, Inc.    | 7,609.15   |
| Check                                     | 02/12/2026                            | 6891      | Garcia Landscaping             | 2,500.00   |
| Check                                     | 02/19/2026                            | 6905      | Garcia Landscaping             | 3,800.00   |
|   | Total 5716 Beautification             |           |                                | 13,909.15  |
| <b>5724 Equipment Maintenance</b>         |                                       |           |                                |            |
| Bill                                      | 02/12/2026                            | Inv #4... | Den-Tex Tractor Repair Service | 1,237.99   |
| Bill                                      | 02/12/2026                            | Inv #4... | Den-Tex Tractor Repair Service | 2,319.30   |
|   | Total 5724 Equipment Maintenance      |           |                                | 3,557.29   |
| <b>5726 Equipment Rental</b>              |                                       |           |                                |            |
| Bill                                      | 02/24/2026                            | Contra... | Texas First Rentals LLC        | 4,058.90   |
|   | Total 5726 Equipment Rental           |           |                                | 4,058.90   |
| <b>5740 Travel Expense</b>                |                                       |           |                                |            |

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

| Type                                  | Date                                 | Num       | Name                              | Amount             |
|---------------------------------------|--------------------------------------|-----------|-----------------------------------|--------------------|
| Check                                 | 02/24/2026                           | Debit     | Renaissance Austin Hotel          | 1,324.00           |
|                                       | Total 5740 Travel Expense            |           |                                   | 1,324.00           |
|                                       | Total Public Works Department        |           |                                   | 17,451.55          |
| <b>Services</b>                       |                                      |           |                                   |                    |
| <b>5818 Inspections</b>               |                                      |           |                                   |                    |
| Check                                 | 02/05/2026                           | ACH       | Finney Code Consultants, LLC      | 1,400.00           |
|                                       | Total 5818 Inspections               |           |                                   | 1,400.00           |
| <b>5826 Municipal Judge</b>           |                                      |           |                                   |                    |
| Check                                 | 02/13/2026                           |           | The Law Office of Cynthia Burkett | 1,050.00           |
|                                       | Total 5826 Municipal Judge           |           |                                   | 1,050.00           |
|                                       | Total Services                       |           |                                   | 2,450.00           |
| <b>Utilities &amp; Maintenance</b>    |                                      |           |                                   |                    |
| <b>5902 Bldg Maintenance/Supplies</b> |                                      |           |                                   |                    |
| Check                                 | 02/02/2026                           | 6877      | Container King                    | 2,350.00           |
| Bill                                  | 02/18/2026                           | Inv #S... | Denton Electric, Inc.             | 1,022.62           |
| Bill                                  | 02/23/2026                           | Inv #9... | Lowe's                            | 1,935.36           |
|                                       | Total 5902 Bldg Maintenance/Supplies |           |                                   | 5,307.98           |
| <b>5904 Electric</b>                  |                                      |           |                                   |                    |
| Check                                 | 02/23/2026                           | Debit     | Hudson Energy Services, LLC       | 2,697.25           |
|                                       | Total 5904 Electric                  |           |                                   | 2,697.25           |
| <b>5908 Street Lighting</b>           |                                      |           |                                   |                    |
| Check                                 | 02/23/2026                           | Debit     | Hudson Energy Services, LLC       | 4,021.60           |
|                                       | Total 5908 Street Lighting           |           |                                   | 4,021.60           |
| <b>5910 Telecom</b>                   |                                      |           |                                   |                    |
| Check                                 | 02/09/2026                           | Debit     | Microsoft Corporation             | 9,384.00           |
|                                       | Total 5910 Telecom                   |           |                                   | 9,384.00           |
|                                       | Total Utilities & Maintenance        |           |                                   | 21,410.83          |
|                                       | Total Expense                        |           |                                   | 384,479.29         |
|                                       | Net Ordinary Income                  |           |                                   | -384,479.29        |
|                                       | <b>Net Income</b>                    |           |                                   | <b>-384,479.29</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:** 02/01/2026 - 02/28/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8077%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 2/27/26 WAS 0.999988.

| MONTHLY ACTIVITY DETAIL |                   |                     |                    |         |
|-------------------------|-------------------|---------------------|--------------------|---------|
| TRANSACTION DATE        | DESCRIPTION       | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|                         | BEGINNING BALANCE |                     |                    | 968.88  |
| 02/27/2026              | MONTHLY POSTING   | 9999888             | 2.80               | 971.68  |
|                         | ENDING BALANCE    |                     |                    | 971.68  |

| MONTHLY ACCOUNT SUMMARY |        |
|-------------------------|--------|
| BEGINNING BALANCE       | 968.88 |
| TOTAL DEPOSITS          | 0.00   |
| TOTAL WITHDRAWALS       | 0.00   |
| TOTAL INTEREST          | 2.80   |
| ENDING BALANCE          | 971.68 |
| AVERAGE BALANCE         | 968.88 |

| ACTIVITY SUMMARY (YEAR-TO-DATE)  |          |             |          |
|----------------------------------|----------|-------------|----------|
| ACCOUNT NAME                     | DEPOSITS | WITHDRAWALS | INTEREST |
| 2020 CERTIFICATES OF OBLIGATIONS | 0.00     | 0.00        | 5.94     |





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:** 02/01/2026 - 02/28/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8077%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 2/27/26 WAS 0.999988.

| MONTHLY ACTIVITY DETAIL |                   |                     |                    |           |
|-------------------------|-------------------|---------------------|--------------------|-----------|
| TRANSACTION DATE        | DESCRIPTION       | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE   |
|                         | BEGINNING BALANCE |                     |                    | 11,341.76 |
| 02/27/2026              | MONTHLY POSTING   | 9999888             | 33.11              | 11,374.87 |
|                         | ENDING BALANCE    |                     |                    | 11,374.87 |

| MONTHLY ACCOUNT SUMMARY |           |
|-------------------------|-----------|
| BEGINNING BALANCE       | 11,341.76 |
| TOTAL DEPOSITS          | 0.00      |
| TOTAL WITHDRAWALS       | 0.00      |
| TOTAL INTEREST          | 33.11     |
| ENDING BALANCE          | 11,374.87 |
| AVERAGE BALANCE         | 11,341.76 |

| ACTIVITY SUMMARY (YEAR-TO-DATE) |          |             |          |
|---------------------------------|----------|-------------|----------|
| ACCOUNT NAME                    | DEPOSITS | WITHDRAWALS | INTEREST |
| ANIMAL SHELTER FACILITY         | 0.00     | 0.00        | 70.18    |



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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:** 02/01/2026 - 02/28/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8077%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 2/27/26 WAS 0.999988.

| MONTHLY ACTIVITY DETAIL |                   |                     |                    |           |
|-------------------------|-------------------|---------------------|--------------------|-----------|
| TRANSACTION DATE        | DESCRIPTION       | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE   |
|                         | BEGINNING BALANCE |                     |                    | 55,785.87 |
| 02/27/2026              | MONTHLY POSTING   | 9999888             | 162.94             | 55,948.81 |
|                         | ENDING BALANCE    |                     |                    | 55,948.81 |

| MONTHLY ACCOUNT SUMMARY |           |
|-------------------------|-----------|
| BEGINNING BALANCE       | 55,785.87 |
| TOTAL DEPOSITS          | 0.00      |
| TOTAL WITHDRAWALS       | 0.00      |
| TOTAL INTEREST          | 162.94    |
| ENDING BALANCE          | 55,948.81 |
| AVERAGE BALANCE         | 55,785.87 |

| ACTIVITY SUMMARY (YEAR-TO-DATE)  |          |             |          |
|----------------------------------|----------|-------------|----------|
| ACCOUNT NAME                     | DEPOSITS | WITHDRAWALS | INTEREST |
| CORONAVIRUS LOCAL RECOVERY FUNDS | 0.00     | 0.00        | 345.35   |

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



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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:** 02/01/2026 - 02/28/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8077%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 2/27/26 WAS 0.999988.

| MONTHLY ACTIVITY DETAIL |                   |                     |                    |           |
|-------------------------|-------------------|---------------------|--------------------|-----------|
| TRANSACTION DATE        | DESCRIPTION       | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE   |
|                         | BEGINNING BALANCE |                     |                    | 95,172.94 |
| 02/27/2026              | MONTHLY POSTING   | 9999888             | 277.95             | 95,450.89 |
|                         | ENDING BALANCE    |                     |                    | 95,450.89 |

| MONTHLY ACCOUNT SUMMARY |           |
|-------------------------|-----------|
| BEGINNING BALANCE       | 95,172.94 |
| TOTAL DEPOSITS          | 0.00      |
| TOTAL WITHDRAWALS       | 0.00      |
| TOTAL INTEREST          | 277.95    |
| ENDING BALANCE          | 95,450.89 |
| AVERAGE BALANCE         | 95,172.94 |

| ACTIVITY SUMMARY (YEAR-TO-DATE) |          |             |          |
|---------------------------------|----------|-------------|----------|
| ACCOUNT NAME                    | DEPOSITS | WITHDRAWALS | INTEREST |
| HARBOR LANE - SYCAMORE BEND     | 0.00     | 0.00        | 589.14   |



2300



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:** 02/01/2026 - 02/28/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8077%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 2/27/26 WAS 0.999988.

**MONTHLY ACTIVITY DETAIL**

| TRANSACTION DATE | DESCRIPTION       | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE      |
|------------------|-------------------|---------------------|--------------------|--------------|
|                  | BEGINNING BALANCE |                     |                    | 7,178,727.69 |
| 02/02/2026       | WIRE WITHDRAWAL   | 6190211             | 12,573.72 -        | 7,166,153.97 |
| 02/02/2026       | WIRE WITHDRAWAL   | 6190212             | 3,861.00 -         | 7,162,292.97 |
| 02/02/2026       | WIRE WITHDRAWAL   | 6190213             | 3,861.00 -         | 7,158,431.97 |
| 02/17/2026       | WIRE WITHDRAWAL   | 6190987             | 45,525.00 -        | 7,112,906.97 |
| 02/17/2026       | WIRE WITHDRAWAL   | 6190988             | 37,500.00 -        | 7,075,406.97 |
| 02/17/2026       | WIRE WITHDRAWAL   | 6190989             | 44,500.00 -        | 7,030,906.97 |
| 02/19/2026       | ACH DEPOSIT       | 6191112             | 675,000.00         | 7,705,906.97 |
| 02/27/2026       | MONTHLY POSTING   | 9999888             | 21,452.30          | 7,727,359.27 |
|                  | ENDING BALANCE    |                     |                    | 7,727,359.27 |

**MONTHLY ACCOUNT SUMMARY**

|                   |              |
|-------------------|--------------|
| BEGINNING BALANCE | 7,178,727.69 |
| TOTAL DEPOSITS    | 675,000.00   |
| TOTAL WITHDRAWALS | 147,820.72   |
| TOTAL INTEREST    | 21,452.30    |
| ENDING BALANCE    | 7,727,359.27 |
| AVERAGE BALANCE   | 7,345,574.67 |

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



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**MONTHLY STATEMENT OF ACCOUNT (continued)**

**ACCOUNT:** 1668276001

**ACCOUNT NAME:** INVESTMENT FUND

**STATEMENT PERIOD:** 02/01/2026 - 02/28/2026

| <b>ACTIVITY SUMMARY (YEAR-TO-DATE)</b> |                 |                    |                 |
|--|-----------------|--------------------|-----------------|
| <b>ACCOUNT NAME</b>                    | <b>DEPOSITS</b> | <b>WITHDRAWALS</b> | <b>INTEREST</b> |
| INVESTMENT FUND                        | 1,075,000.00    | 905,929.01         | 44,857.89       |

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



2305



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:** 02/01/2026 - 02/28/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.8077%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 2/27/26 WAS 0.999988.

| MONTHLY ACTIVITY DETAIL |                   |                     |                    |            |
|-------------------------|-------------------|---------------------|--------------------|------------|
| TRANSACTION DATE        | DESCRIPTION       | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE    |
|                         | BEGINNING BALANCE |                     |                    | 112,343.76 |
| 02/27/2026              | MONTHLY POSTING   | 9999888             | 328.10             | 112,671.86 |
|                         | ENDING BALANCE    |                     |                    | 112,671.86 |

| MONTHLY ACCOUNT SUMMARY |            |
|-------------------------|------------|
| BEGINNING BALANCE       | 112,343.76 |
| TOTAL DEPOSITS          | 0.00       |
| TOTAL WITHDRAWALS       | 0.00       |
| TOTAL INTEREST          | 328.10     |
| ENDING BALANCE          | 112,671.86 |
| AVERAGE BALANCE         | 112,343.76 |

| ACTIVITY SUMMARY (YEAR-TO-DATE) |          |             |          |
|---------------------------------|----------|-------------|----------|
| ACCOUNT NAME                    | DEPOSITS | WITHDRAWALS | INTEREST |
| TURBEVILLE RD IMPROVEMENT FUND  | 0.00     | 0.00        | 695.42   |

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



2304

**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2026-03-\_\_\_\_\_**

**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 7, MUNICIPAL COURT, BY THE ADDITION OF NEW SUBSECTION 7.01001(C); PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS,** the Town of Hickory Creek, Texas is a general law municipality empowered under the Texas Local Government Code, Chapter 29, to adopt an ordinance creating and regulating a municipal court; and

**WHEREAS,** the Section 30.00010 of the Texas Government Code provides that a municipal court may, in lieu of providing a court reporter, provide that the proceedings be recorded by a good quality electronic recording device; and

**WHEREAS,** all constitutional and statutory prerequisites for the adoption of this Ordinance have been met, including but not limited to the Open Meetings Act (Chapter 551 Texas Government Code); and

**WHEREAS,** the Town Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the Town to adopt this ordinance.

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

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

That all of the above premises are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

**SECTION 2**  
**AMENDMENTS**

2.01 That the Code of Ordinances, Town of Hickory Creek, Texas, Chapter 7: Municipal Court, Article 7.01: General Provisions, Section 7.01.001 Creation and name, is hereby amended to add a new Subsection (c), which shall read:

“(c) The Municipal Court of Record No. 1 in the Town of Hickory Creek, Texas may provide that the proceedings may be recorded by a good quality electronic recording device in accordance with Section 30.00010(d) of the Texas Government Code”.

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

**SECTION 3**  
**CUMULATIVE REPEALER CLAUSE**

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

**SECTION 4**  
**SEVERABILITY CLAUSE**

If any section, article, paragraph, sentence, clause, phrase or work in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

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

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

**SECTION 6**  
**ENGROSSMENT AND ENROLLMENT CLAUSE**

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

**SECTION 7**  
**EFFECTIVE DATE CLAUSE**

That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect immediately upon its passage.

**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 March, 2026.

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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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Matthew C.G. Boyle, Town Attorney  
Town of Hickory Creek, Texas

## AGENDA INFORMATION SHEET

**ACTION TO SUSPEND FOR 45 DAYS THE EFFECTIVE DATE PROPOSED BY ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM, AND AUTHORIZE THE CITY’S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE “ATMOS TEXAS MUNICIPALITIES”**

### **ATMOS TEXAS MUNICIPALITIES**

The City is a member of the Atmos Texas Municipalities (“ATM”). The ATM group was organized by a number of municipalities served by Atmos Energy Corporation – MidTex Division (“Atmos Energy”) and has been represented by the law firm of Herrera Law & Associates, PLLC to assist in reviewing applications to change rates submitted by Atmos Energy.

### **“GRIP” RATE APPLICATION**

Under section 104.301 of the Gas Utility Regulatory Act (“GURA”), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between general rate cases. This section of GURA is commonly referred to as the “GRIP” statute, that is, the “Gas Reliability Infrastructure Program.”

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between general rate cases by applying for an interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities’ filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility’s filings to ensure compliance with the GRIP statute and the Railroad Commission’s rules, and that it is within the Railroad Commission’s authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

### **ATMOS ENERGY’S “GRIP” APPLICATION**

On or about February 20, 2026, Atmos Energy filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”). Atmos Energy’s application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

| <b>Rate Schedule</b>                                     | <b>Current Customer Charge</b>  | <b>Proposed 2026 Interim Rate Adjustment</b> | <b>Adjusted Charge</b>          | <b>Increase Per Bill</b> |
|--|---------------------------------|--|---------------------------------|--------------------------|
| <b>Rate R – Residential Sales</b>                        | \$25.03 per customer per month  | \$10.59 per customer per month               | \$35.62 per customer per month  | \$10.59                  |
| <b>Rate C – Commercial Sales</b>                         | \$140.01 per customer per month | \$38.65 per customer per month               | \$178.66 per customer per month | \$38.65                  |
| <b>Rate I (Industrial) &amp; Rate T (Transportation)</b> | \$2,100.00 per meter per month  | \$658.18 per meter per month                 | \$2,758.18 per meter per month  | \$658.18                 |

Also, Atmos Energy’s proposed increase in revenue results in the following approximate percentage increases in a customer’s base-rate bills. Base rates recover Atmos Energy’s costs excluding the cost of gas and are the costs that are directly within Atmos Energy’s control:

Residential Gas Service: 42.31% increase in customer charge per bill  
Commercial Gas Service: 27.61% increase in customer charge per bill  
Industrial & Transportation Gas Service: 31.34% increase in customer charge per meter

The increase in an average customer’s bill is shown below:

Residential Gas Service: 20.86% increase in customer bill  
Commercial Gas Service: 17.28% increase in customer bill  
Industrial: 21.05% increase in customer bill  
Transportation: 10.58% increase in customer bill

Atmos Energy’s application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy’s revenue of about \$286.9 million, of which ATM’s portion is about \$28.2 million. Atmos Energy proposed an effective date of April 21, 2026.

**REVIEW AND ACTION RECOMMENDED**

In light of the Texas Supreme Court’s opinion, the City’s ability to review and effectuate a change in Atmos Energy’s requested increase is limited. Nonetheless, to allow for a limited review of Atmos Energy’s GRIP application, and given the limited authority cities have in GRIP cases, it is recommended that the City suspend Atmos Energy’s proposed effective date of April 21, 2026 for forty-five days as allowed by state law, so that the City may evaluate whether the data and calculations in Atmos Energy’s rate application are correctly done.

Therefore, ATM’s Special Counsel, the law firm of Herrera Law & Associates, PLLC recommends that the City adopt a resolution suspending Atmos Energy’s proposed effective date for 45 days. Assuming a proposed effective date of April 21, 2026, Atmos Energy’s proposed effective date is suspended until June 5, 2026.

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2026-0323-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ("TOWN") RESPONDING TO THE APPLICATION OF ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE TOWN TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE “ATMOS TEXAS MUNICIPALITIES;” DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, on or about February 20, 2026, Atmos Energy Corporation – MidTex Division (“Atmos Energy”) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”), which if approved, results in an increase in the monthly customer charges as follows:

| <b>Rate Schedule</b>                                     | <b>Current Customer Charge</b>  | <b>Proposed 2026 Interim Rate Adjustment</b> | <b>Adjusted Charge</b>          | <b>Increase Per Bill</b> |
|--|---------------------------------|--|---------------------------------|--------------------------|
| <b>Rate R – Residential Sales</b>                        | \$25.03 per customer per month  | \$10.59 per customer per month               | \$35.62 per customer per month  | \$10.59                  |
| <b>Rate C – Commercial Sales</b>                         | \$140.01 per customer per month | \$38.65 per customer per month               | \$178.66 per customer per month | \$38.65                  |
| <b>Rate I (Industrial) &amp; Rate T (Transportation)</b> | \$2,100.00 per meter per month  | \$658.18 per meter per month                 | \$2,758.18 per meter per month  | \$658.18                 |

**WHEREAS**, Atmos Energy’s application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy’s revenue of about \$286.9 million, of which ATM’s portion is about \$28.2 million; and

**WHEREAS**, the Town has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

**WHEREAS**, the application to increase rates by Atmos Energy is complex; and

**WHEREAS**, the effective date proposed by Atmos Energy is April 21, 2026 but a suspension by the Town will mean that the rate increase cannot go into effect prior to June 5, 2026; and

**WHEREAS**, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the Town can assure itself that the data and calculations in Atmos Energy's rate application are correctly done and are in conformity with section 104.301 of the Gas Utility Regulatory Act.

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

**Section 1.** That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

**Section 2.** The Town suspends the requested effective date by Atmos Energy for forty-five days pursuant to the authority granted the Town under Section 104.301 of the Texas Utilities Code. The Town finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

**Section 3.** The Town shall continue to act jointly with other cities that are part of a coalition of cities known as the Atmos Texas Municipalities ("ATM").

**Section 4.** The Town authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with Atmos Energy's application to increase rates.

**Section 5.** To the extent Atmos Energy's application to increase rates under section 104.301 of the Gas Utility Regulatory Act ("GURA") is considered a ratemaking proceeding Atmos Energy is ordered to reimburse the Town's reasonable rate case expenses incurred in response to Atmos Energy's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law, or pursuant to agreement between Atmos and ATM.

**Section 6.** A copy of this resolution shall be sent to Mr. Christopher A. Felan, Vice President, Rates & Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703, or via email to AHerrera@HerreraLawPLLC.com.

**Section 7.** The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 8.** This resolution shall be effective immediately upon passage.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

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

ATTEST:

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



consideration, the receipt and sufficiency of which is hereby acknowledged, agree to amend Section II, Section III, and Section IV of the original Agreement to reflect the increase in the County's contribution toward satisfactory completion of the Project and to revise the scope of the Projects. 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 Amendment No. 1 will amend the original Agreement to reflect a revision in Project scope, which shall consist of engineering for 1). Country Lane from Oak Drive to Woodlake Road; and engineering, right-of-way acquisition, utility relocations, and construction for the following four roadway projects: 2). South Hook Street and Garth Lane from Main Street to Wolters Street; 3). Harbor Lane from Strait Lane to Road D; and 4). Point Vista Road from 210 feet south of Stamford Drive to Point Vista Estates and to reflect an increase the County contribution toward satisfactory completion of the Project from FOUR MILLION TWO HUNDRED FIFTY THOUSAND FIVE HUNDRED THREE AND NO/100 DOLLARS (\$4,250,503.00) to an amount which shall not exceed EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00), toward satisfactory completion of the Project.

**AMENDED SECTION III**

The County and the Town hereby agree that Amendment No. 1 will amend the original Agreement to increase the County contribution toward satisfactory completion of the Project from FOUR MILLION TWO HUNDRED FIFTY THOUSAND FIVE HUNDRED THREE AND NO/100 DOLLARS (\$4,250,503.00) to an amount which shall not exceed EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00), for an increased County contribution toward satisfactory completion of the Project of THREE MILLION SEVEN HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED NINETY-SEVEN AND NO/100 DOLLARS (\$3,749,497.00).

**AMENDED SECTION IV**

The County and the Town hereby agree that Amendment No. 1 will amend the original Agreement to request that the Town timely provide the County with all invoices and requested documentation in an amount which shall not exceed EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00).

This Amendment to the original Agreement shall replace and supersede Section II, Section III, and Section IV 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 Agreement 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**DENTON COUNTY, TEXAS**  
1 Courthouse Drive, Suite 3100  
Denton, Texas 76209

**TOWN OF HICKORY CREEK, TEXAS**  
1075 Ronald Reagan Avenue  
Hickory Creek, Texas 75065

By: \_\_\_\_\_  
Honorable Andy Eads  
Denton County Judge  
Acting by and on behalf of the authority  
of the Denton County Commissioners Court

By: \_\_\_\_\_  
Honorable Lynn Clark  
Mayor of the Town of Hickory Creek, Texas  
Acting by and on behalf of the authority  
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**  
**AMENDMENT NO. 1 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, Section III, and Section IV of the Interlocal Cooperation Agreement, which was approved on July 9, 2024, under Denton County Commissioners Court Order Number 24-0549.

Amendment No. 1 will amend the original Agreement to provide additional funding by the County in the amount of THREE MILLION SEVEN HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED NINETY-SEVEN AND NO/100 DOLLARS (\$3,749,497.00) toward satisfactory completion of the Project. The scope of the Project shall consist of engineering for 1). Country Lane from Oak Drive to Woodlake Road; and engineering, right-of-way acquisition, utility relocations, and construction for the following four roadway projects: 2). South Hook Street and Garth Lane from Main Street to Wolters Street; 3). Harbor Lane from Strait Lane to Road D; and 4). Point Vista Road from 210 feet south of Stamford Drive to Point Vista Estates. The total increased Denton County commitment toward satisfactory completion of the Project shall be in an amount which shall not exceed EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00).

**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.**

Denton County, Texas, hereby gives its specific written approval of the Parties prior to beginning the Project in satisfaction of the requirements of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

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

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

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

**AGREEMENT  
FOR  
CONTINUING DISCLOSURE SERVICES  
BY AND BETWEEN**

**TOWN OF HICKORY CREEK, TEXAS  
(HEREINAFTER REFERRED TO AS THE “ISSUER”)**

**AND  
HTS CONTINUING DISCLOSURE SERVICES,  
A DIVISION OF HILLTOP SECURITIES INC.**

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the “Bonds”), the Issuer has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the “Rule”).

The Issuer has agreed to engage HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. (“Continuing Disclosure Services”), to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the “Annual Reports”) and the reporting of certain specified events (the “Events”), which are set forth in the Issuer’s undertakings, the Rule and in Subsection 2c. below.

This agreement (the “Agreement”) between the Issuer and the Continuing Disclosure Services shall become effective as of the date of its acceptance as provided for below.

The parties agree as follows:

1. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.
2. Continuing Disclosure Services agrees to perform the following in connection with providing services relating to the Issuer’s continuing disclosure obligations:
  - a. assist the Issuer in compiling data determined or selected by the Issuer to be disclosed;
  - b. assist the Issuer in identifying other information to be considered by Issuer for continuing disclosure reporting purposes;
  - c. assist the Issuer in preparing the presentation of such information, to include Annual Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and Material Event Notices concerning the occurrence of the specified Events and other items listed below:
    - 1) Principal and interest payment delinquencies
    - 2) Non-payment related defaults
    - 3) Unscheduled draws on debt service reserves reflecting financial difficulties
    - 4) Unscheduled draws on credit enhancements reflecting financial difficulties
    - 5) Substitution of credit or liquidity providers, or their failure to perform

- 6) Adverse tax opinions or events affecting the tax-exempt status of the security
- 7) Modifications to rights of security holders
- 8) Bond calls and tender offers
- 9) Defeasances
- 10) Release, substitution, or sale of property securing repayment of the securities
- 11) Rating changes
- 12) Bankruptcy, insolvency, receivership or similar proceeding
- 13) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination
- 14) Appointment of a successor or additional trustee or the change of the name of a trustee
- 15) Incurrence of a financial obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation, any of which affect security holders
- 16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties
- 17) Noncompliance with the Rule

d. assist the Issuer in distributing or filing, in the Issuer's name, the above mentioned Annual Reports, notices and audited annual financial statements to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by the Issuer's continuing disclosure obligations.

e. provide to the Issuer confirmation of distribution or dissemination of reports and notices.

3. Issuer acknowledges and agrees to the following:

a. Continuing Disclosure Services will be compensated for the performance of services with respect to assisting the Issuer with preparation and submission of continuing disclosure reports in accordance with the schedule as set forth below:

1. \$2,000 per year for assistance in preparation and distribution of each annual report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with EMMA, and Material Event Notice Filings, or
2. \$750 per year for assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing with EMMA, and Material Event Notice Filings, or
3. \$500 minimum fee for assistance in preparation and distribution of each notice Material Event Notice Filing concerning occurrence of an Event or noncompliance with the Rule; in addition, a fee of \$125 per hour for all time in excess of five (5) hours spent in assisting with preparation and distribution of each Material Event Notice concerning occurrence of an Event or noncompliance with the Rule.

b. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, all information regarding the issuance of the Bonds,

including the final official statement and the Issuer's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.

- c. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which the Issuer has a continuing disclosure obligation.
  - d. Issuer will provide to Continuing Disclosure Services all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Issuer, no later than 45 days prior to the date on which each Annual Report is due.
  - e. Issuer will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.
  - f. Issuer will notify Continuing Disclosure Services immediately upon the occurrence or immediately upon the Issuer's knowledge of the occurrence of each Event or noncompliance with the Rule, and the Issuer will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.
  - g. Issuer shall have the sole responsibility for determining the disclosure to be made in all cases. The Issuer shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Issuer's behalf, unless the Issuer has notified Continuing Disclosure Services otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Issuer and Continuing Disclosure Services regarding the disclosure to be made, either the Issuer or Continuing Disclosure Services may, but neither is obligated to, terminate this Agreement by written notice to the other party.
  - h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of the Issuer.
  - i. Issuer will inform Continuing Disclosure Services of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.
4. In the event that Continuing Disclosure Services and the Issuer determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) the Issuer may consult with its counsel, or (ii) the Issuer may authorize Continuing Disclosure Services to seek legal advice from independent counsel regarding the disclosure. The Issuer agrees that it shall be responsible for the fees and expenses of its own counsel. The Issuer agrees to reimburse Continuing Disclosure Services the fees and expenses of independent counsel, if paid by Continuing Disclosure Services, for advice rendered pursuant to authorization by the Issuer.
5. The Issuer agrees to hold harmless and to indemnify Continuing Disclosure Services and its employees, affiliates, officers, directors, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever, including attorneys' fees and

expenses (“Losses and Expenses”) that Continuing Disclosure Services may incur by reason of or in connection with the distribution of information in the disclosure reports in accordance with this Agreement, except to the extent such Losses and Expenses result directly from Continuing Disclosure Services’ willful misconduct or gross negligence in the distribution of such information.

In the event that such Losses and Expenses are attributable to the concurrent negligence or other fault of both the Issuer and Continuing Disclosure Services, each party shall bear proportionate responsibility for the degree of negligence or other fault attributable to each. Notwithstanding the foregoing, Continuing Disclosure Services, shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Continuing Disclosure Services pursuant to this Agreement.

6. The fees and expenses due to Continuing Disclosure Services in providing Continuing Disclosure Services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice.

In addition, the Issuer agrees to reimburse Continuing Disclosure Services for the following expenses: (i) legal fees and expenses of counsel incurred by Continuing Disclosure Services pursuant to the terms of Section 4. above, and (ii) other out-of-pocket expenses reasonably incurred by Continuing Disclosure Services in performing its obligations hereunder. The Issuer shall remit payment for expenses to Continuing Disclosure Services within 30 days of receipt of invoice.

7. **Bonds Issued Subsequent to Agreement:** The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement, if such bonds are subject to the continuing disclosure requirements. In this connection, the Issuer agrees that the Issuer will notify Continuing Disclosure Services of any municipal bonds and financing (including financing lease obligations) issued by the Issuer during any fiscal year of the Issuer during the term of this Agreement, and will provide Continuing Disclosure Services with such information as shall be necessary in order for Continuing Disclosure Services to perform the services contracted for hereunder.
8. **Effective Dates of Agreement:** This Agreement shall become effective as of the date of acceptance by the Issuer as set out below and remain in effect thereafter for a period of five (5) years from the date of acceptance. Unless Continuing Disclosure Services or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This agreement may be terminated with or without cause by the Issuer or Continuing Disclosure Services upon thirty (30) days’ written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to Continuing Disclosure Services for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Continuing Disclosure Services by the Issuer shall be returned to the Issuer as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement Continuing Disclosure Services shall have no continuing obligation to the Issuer regarding any service contemplated herein. Notwithstanding the foregoing, all indemnification, hold harmless and/or contribution obligations,

pursuant to Section 5 of this Agreement, shall survive any termination, regardless of whether the termination occurs as a result of the expiration of the term hereof or the Agreement is terminated sooner by either the Issuer or Continuing Disclosure Services under this Section 8, pursuant to Subsection 3.g., or otherwise.

## **9. Provision of Notices**

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

Town of Hickory Creek, Texas  
1075 Ronald Reagan Ave.  
Hickory Creek, TX 75065  
Ms. Kristi Rogers  
Town Secretary/Accounting  
Phone: (940) 497-2528  
Email: [Kristi.rogers@hickorycreek-tx.gov](mailto:Kristi.rogers@hickorycreek-tx.gov)

HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.  
717 North Harwood Street, Suite 3400  
Dallas, Texas 75201  
Attention: Tanya Calvit  
Managing Director – Head of Continuing Disclosure  
Phone: (214) 953-4037  
Fax: (214) 953-4050  
Email: [tanya.calvit@hilltopsecurities.com](mailto:tanya.calvit@hilltopsecurities.com)

**10. Choice of Law:** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

## **11. Acceptance of Agreement**

This Agreement is submitted in triplicate originals. When accepted by the Issuer, it will constitute the entire Agreement between the Issuer and Continuing Disclosure Services for the purposes and the consideration specified above.

Acceptance will be indicated on all copies and returned to Continuing Disclosure Services. An executed original will be returned for your files.

Respectfully submitted,

HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

By \_\_\_\_\_  
Tanya Calvit  
Managing Director – Head of Continuing Disclosure

By \_\_\_\_\_  
Petia Moutaftchieva  
Senior Vice President-Continuing Disclosure Manager

Date \_\_\_\_\_

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the Issuer, on this the \_\_\_\_\_ day of \_\_\_\_\_, **2026**.

By \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AUTHORIZING AND APPROVING THE LEASE AGREEMENT BY AND BETWEEN THE HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION AND ERIC D. RUTH FOR A 0.503-ACRE TRACT OF LAND; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the Hickory Creek Economic Development Corporation (hereinafter referred to as the “EDC”) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS**, the Town Council of the Town of Hickory Creek, Texas, does hereby authorize and approve the Lease Agreement by and between the EDC and Eric D. Ruth, a copy of which is attached hereto as *Exhibit A*.

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

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the Town of Hickory Creek, Texas, and are fully incorporated into the body of this Resolution.

**Section 2.** That the Town Council of the Town of Hickory Creek, Texas, does hereby authorize and approve the Lease Agreement by and between the EDC and Eric D. Ruth, a copy of which is attached hereto as *Exhibit A*.

**Section 3.** That this Resolution shall become effective from and after its passage.

**DULY RESOLVED** by the Town Council of the Town of Hickory Creek, Texas, on this the 23<sup>rd</sup> day of March, 2026.

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

**ATTEST:**

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

*Exhibit A*

Lease Agreement

## Lease Agreement

This Lease Agreement (hereinafter referred to as the “Lease”) is made and effective March 23, 2026, by and between the **HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “Landlord”) whose address for the purposes of this Lease is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065, and **ERIC D. RUTH** d/b/a E. Ruth’s Fine Catering (hereinafter referred to as “Tenant”), whose address for the purposes of this Lease is 219 Waterview Court, Hickory Creek, Texas 75065. Landlord has agreed to and hereby leases, demises and lets to Tenant, and Tenant has agreed to and hereby leases and takes from Landlord and the Leased Premises for the term hereinafter stated and subject to all of the provisions, covenants and conditions of this Lease.

### Section 1. Leased Premises.

1.1 Landlord is the owner of land and improvements consisting of an approximately 0.503 acre tract of land consisting of a **Part of Lot 5, Block A of the IHOP Addition, and addition to the Town of Hickory Creek, Denton County, Texas**, as described and depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes (hereinafter referred to as “Leased Premises”). Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

### Section 2. Use of Leased Premises.

2.1 Tenant agrees to use the Leased Premises to locate food trucks or food trucks on the Leased Premises. Further, Tenant agrees not to use or permit the use of the Leased Premises for any purpose which is illegal or which, in Landlord’s opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Leased Premises.

2.2 Tenant will maintain the Leased Premises in a clean and healthful condition, and shall comply with all laws, orders, ordinances, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the Leased Premises during the use of the Leased Premises for public events.

### Section 3. Term.

3.1 Subject to all of the terms and conditions set forth herein, or in any appendix hereto, the term of this Lease shall be for a period from **April 1, 2026** (the “Commencement Date”), and end at 11:59 p.m. on the date one (1) year from the Commencement Date, which is **March 31, 2027** (the “Termination Date”) or on such earlier date as this Lease may terminate as provided herein. Upon the expiration of the initial one (1) year term, this Lease may be renewed annually by mutual agreement of the parties.

**Section 4. Rent and Security Deposit.**

4.1 Tenant agrees to pay to Landlord or whomever the Landlord designates in writing, at the Landlord’s offices located at 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065, for the account of Landlord rent for said Leased Premises at the rate of:

**\$600.00 per month for the Term of this Lease.**

One (1) such monthly installment shall be due and payable on the Effective Date of this Lease and monthly thereafter.

4.2 In the event Tenant adds an additional truck to the Leased Premises rent will be decreased by \$120.00 per month during the time said additional truck is located on the Leased Premises.

**Section 5. Possession of Leased Premises.**

5.1 Tenant acknowledges that Tenant has inspected the Leased Premises, and on the basis of such inspection Tenant accepts the Leased Premises, and the improvements situated thereon, as suitable for the purposes for which the same are leased, in their present condition.

**Section 6. Maintenance of Leased Premises.**

6.1 Tenant Accepts Leased Premises As Is. By taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises “**AS IS**”.

6.2 Tenant’s Maintenance of Leased Premises. Tenant shall keep the Leased Premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement and restoration as is required for that purpose, the Leased Premises and every part thereof and any and all appurtenances thereto wherever located. The Tenant will be responsible for the annual maintenance items and heavy upkeep of the Leased Premises, including, periodic repair of gravel beds, tree pruning, and the upkeep of the public plaza.

6.3 Landlord’s Maintenance of Leased Premises. Landlord shall assist in keeping the Leased Premises clean and free of trash, and debris. In addition, the Landlord will maintain the mowing and insect control for the Leased Premises.

6.4 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 7. Utilities.**

7.1 The Tenant will pay or cause to be paid all charges for electricity used for the Leased Premises, if any.

**Section 8. Signage.**

8.1 Tenant shall have the right to erect signs on any portion of the Leased Premises subject to applicable laws, ordinances, and regulations.

**Section 9. Alterations.**

9.1 All alterations and improvements to the Leased Premise shall be at the Tenant's sole expense, and subject to Landlord's prior approval (which will not be unreasonably withheld, conditioned or delayed by Landlord). Landlord shall have the right to inspect the improvements installed on the Leased Premises upon reasonable prior notice during normal business hours. All improvements made to the Leased Premise shall remain with the Leased Premise at the end of this Lease, and shall become the property of the Landlord.

9.2 In the event Tenant desires to make alterations or improvements to the Leased Premises, Tenant must comply with the requirements of Section 2252.909 of the Texas Government Code (as added by Tex. H.B. 2518 (2023)).

**Section 10. Liabilities.**

10.1 Landlord shall not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Leased Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subtenants, agents, invitees, licensees or concessionaires or any other person entering the Leased Premises under express or implied invitation of Tenant, or arising out of the use of the Leased Premises by Tenant, and the conduct of Tenant's business, or arising out of any breach or default by Tenant in the performance of Tenant's obligations under this Lease; and Tenant hereby agrees to indemnify and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury. Tenant shall not be liable for any injury or damage caused by the negligence or misconduct of Landlord, or Landlord's employees or agents, and Landlord agrees to indemnify and hold Tenant harmless from any loss, expense or damage arising out of such damage or injury.

**Section 11. Damage to Leased Premises.**

11.1 Any insurance which may be carried by Landlord or Tenant against loss or damage to the Leased Premises shall be for the sole benefit of the party carrying such insurance under its sole control, and it is understood that Landlord shall in no event be obligated to carry insurance of Tenant's contents.

**Section 12. Late Fee.**

12.1 In the event any rental is not received within ten (10) days it is agreed that Tenant will pay a late fee of ten percent (10%) of the yearly rental amount. Tenant shall pay \$50.00 for each

returned check.

### **Section 13. Events of Default.**

- 13.1 The following events shall be deemed to be events of default by Tenant under this Lease:
- (a) Tenant shall fail to pay an installment of rent or any other obligation hereunder involving the payment of money on the date that same is due, and such failure shall continue for a period of sixty (60) days.
  - (b) Tenant shall fail to comply with any term, provision, or covenant of this Lease other than as described in subsection (a) above, and shall not cure or make documented reasonable effort to cure in a form acceptable to the Landlord, such failure within sixty (60) days after written notice thereof to Tenant.
  - (c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or make an assignment for the benefit of creditors.
  - (d) A receiver or Trustee shall be appointed for the Leased Premise or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

### **Section 14. Effects of Event of Default.**

- 14.1 Upon the occurrence of any of the Events of Default listed in this Lease, the Landlord shall have the option to pursue any one or more of the following remedies without any prior notice or demand.
- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord. If Tenant fails to surrender the Leased Premises, Landlord may, without prejudice to any other remedy which it may have for possession of the Leased Premises or Rent in arrears, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim damages. Tenant shall pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of termination, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise.
  - (b) Enter upon and take possession of the Leased Premises, by force if necessary, without terminating this Lease and without being liable for prosecution or for any claim for damages, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof. Landlord may re-let the Leased Premises and receive the rent therefor. Tenant agrees to pay to Landlord yearly or

on demand from time to time any deficiency that may arise by reason of any such re-letting. In determining the amount of the deficiency, the professional service fees, attorneys' fees, court costs, remodeling expenses, and all other costs of re-letting shall be subtracted from the amount of rent received under the reletting.

- (c) Enter upon the Leased Premises, by force if necessary, without terminating this Lease and without being liable for prosecution for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise.
- (d) No re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of that intention is given to Tenant.

### **Section 15. Holding Over.**

15.1 Should Tenant hold over the Leased Premises, or any part thereof, after the expiration of this Lease term, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy at will only, at a rental equal to the greater of the fair market value of such rental property or the rental paid for the last year of the Lease term (including any extensions thereto) plus fifty percent (50%) of such amount.

### **Section 16. Insurance.**

16.1 During the Lease Term, Landlord and Tenant will maintain their respective insurance coverages.

### **Section 17. Condemnation.**

17.1 If the whole of the Leased Premises or access thereto should be taken under the power of eminent domain or condemnation, or a sale made under threat thereof, then this Lease shall cease as of the date of the taking without further liability upon either Landlord or Tenant. If only a portion of the Leased Premises or access thereto is taken under the power of eminent domain or condemnation, or sale made under the threat thereof, and the portion remaining will not in the reasonable opinion of the Tenant, be adequate for Tenant's continued use, Tenant shall have the option to terminate this Lease by giving Landlord notice thereof within thirty (30) days after the date of the taking. If this Lease is not so terminated, Landlord shall promptly restore the portion remaining to an integral unit resembling as much as possible the Leased Premises prior to the taking. Any and all proceeds resulting from a taking in whole or part of the Leased Premises under the power of eminent domain or condemnation, or sale under threat thereof, shall be paid directly to Landlord and shall be Landlord's property.

**Section 18. Taxes.**

18.1 Tenant shall be liable for any taxes levied or accessed against the Leased Premises, if any. Tenant shall be liable for all taxes levied or assessed against any personal property, furniture or fixtures placed by Tenant in the Leased Premises.

18.2 If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Leased Premises, Landlord elects to pay the taxes based upon the increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

**Section 19. Special Provisions.**

- (1) The Lease shall be subject to the Landlord's Board of Directors approval.
- (2) Tenant will oversee the operators when additional food trucks are added to the Leased Premises. In no event will more than five (5) food trucks be located on the Leased Premises. All additional food trucks will have required insurance and health permits. All leases concerning the Leased Premises require Board of Directors and Landlord approval, and approval of the Town Council of the Town of Hickory Creek.

**Section 20. Miscellaneous Provisions.**

20.1 **Amendments.** This Lease constitutes the entire understanding and agreement of the parties as to the matters set forth in this Lease. No alteration of or amendment to this Lease shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.2 **Applicable Law and Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Lease shall lie in the state district and county courts of Denton County, Texas.

20.3 **Assignment.** Tenant shall not assign this Lease or sublet the Leased Premises, or any part thereof without the consent of the Landlord in writing.

20.4 **Attorney's Fees.** In the event either party defaults in the performance of any of the terms of this Lease the other party agrees to pay the prevailing party's reasonable attorneys' fees.

20.5 **Caption Headings.** Caption headings in this Lease are for convenience purposes only and are not to be used to interpret or define the provisions of the Lease.

20.6 **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document.

20.7 **Force Majeure.** Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the reasonable control of Landlord. Nor shall Landlord be liable for any damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises which is not attributable to Landlord's negligence.

20.8 **Language.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

20.9 **Liability.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Leased Premises, and Landlord shall not be personally liable for any deficiency.

20.10 **Notices.** All notices required to be given under this Lease shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown in this Lease. Any party may change its address for notices under this Lease by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

20.11 **Right of Entry and Inspection.** Tenant agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Leased Premises at all reasonable hours (and in emergencies at all times) to inspect the same, or clean, or make repairs or alterations or additions, or to show the Leased Premises to prospective purchasers, mortgage lenders, tenants or insurers, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

20.12 **Severability.** If a court of competent jurisdiction finds any provision of this Lease to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Lease in all other respects shall remain valid and enforceable.

20.13 **Successors.** The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representative except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including but not limited to any notices required to be delivered by Landlord to Tenant hereunder may at Landlord's option be exercised or performed by Landlord's agent or attorney.

20.14 **Time is of the Essence.** Time is of the essence in the performance of this Lease.

20.15 **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**[The Remainder of this Page Intentionally Left Blank]**

EXECUTED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

**LANDLORD:**

**HICKORY CREEK ECONOMIC  
DEVELOPMENT CORPORATION,**  
A Texas non-profit corporation,

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

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

President

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

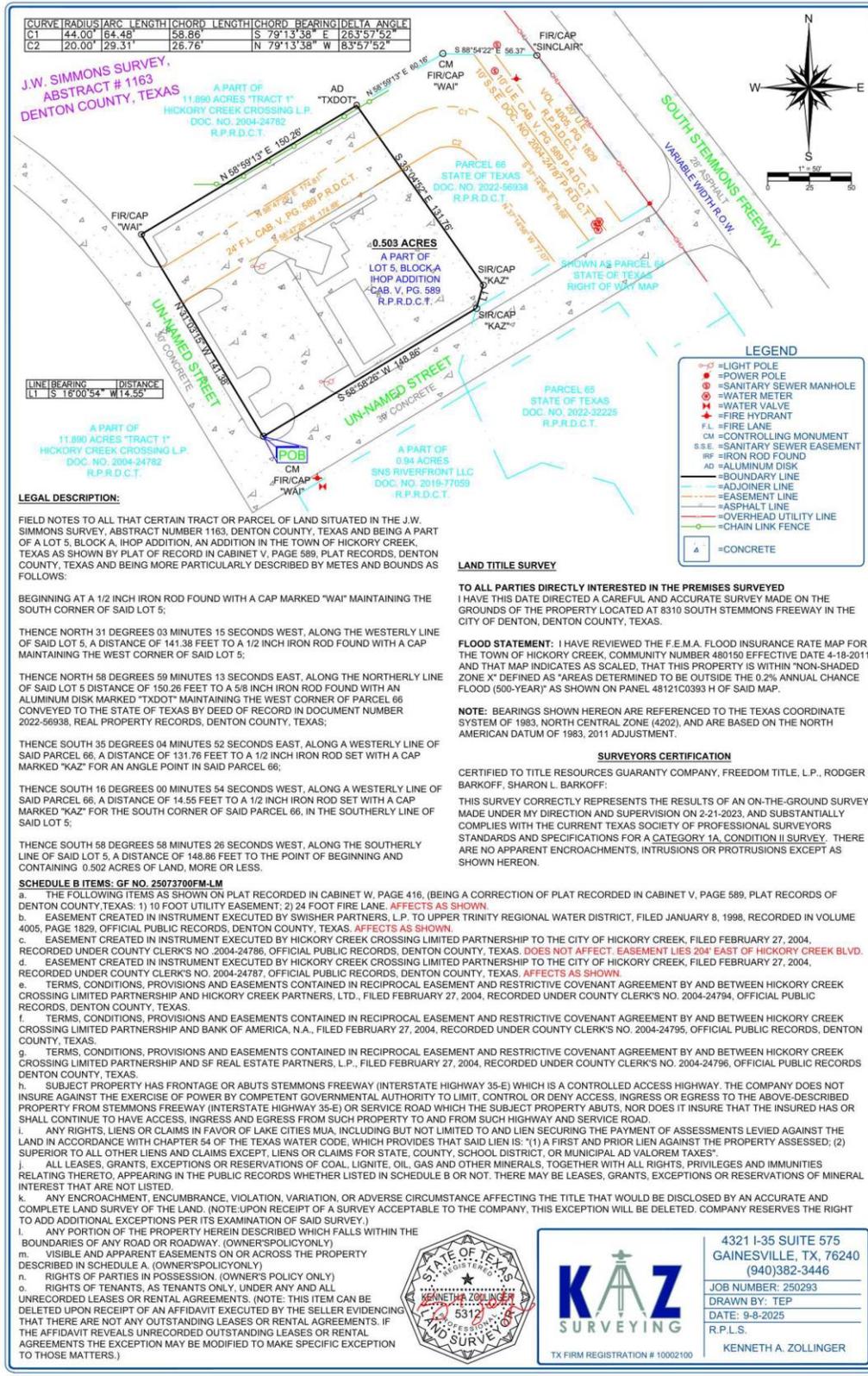
**TENANT:**

**ERIC D. RUTH**  
d/b/a E Ruth's Fine Catering,

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

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

*Exhibit A*  
**Leased Premises**



## CONCESSION AGREEMENT

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

### WITNESSETH:

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

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

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

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

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

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

**2.0 Agreement Subject to the Town’s Lease (DACW63-1-15-0593).** It is expressly agreed and understood that all of the terms, conditions, privileges and obligations incorporated in the Lease issued to the Town by the Secretary of the Army are as binding on the Concessionaire as if they were set forth herein. Further, should the Secretary of the Army terminate the Lease issued to the Town, this Agreement immediately terminates.

**3.0 Term.** The term of this Agreement is 1 Year, commencing on March 23, 2026, and ending on March 23, 2027 This Agreement does not automatically renew and does not grant the Concessionaire any rights in any future years.

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

- 4.1 Obtain a permit related to the commercial use of boat ramps and docks and payment of any applicable fees in the amount of \$27,500.00 for a maximum of 4 vessels and 4 jet skis.
- 4.2 Prior to issuance of the permit, provide the Town with a certificate of insurance showing commercial liability insurance coverage with a minimum of \$1 million liability coverage and naming the Town and the U.S. Army Corps of Engineers as additional insureds (the “Coverage”).
- 4.3 Maintain the Coverage for the duration of the Term.
- 4.4 Provide business name, Federal Tax Identification Number, State Tax Identification Number, business address, and business phone numbers to the Town. Any changes to this information must be provided to the Town within 5 business days.
- 4.5 Provide 24-hour emergency contact information to the Town.
- 4.6 Concessionaire shall be allowed to conduct operations in Arrowhead Park only.
- 4.7 Conduct operations during posted park hours only. There shall be no overnight storage of vehicles or equipment in the park, on its grounds, or on adjacent waters.
- 4.8 Tie to courtesy dock for no more than fifteen (15) minutes to load customers’ personal supplies.
- 4.9 Not allow more than one piece of rental equipment to be tied to courtesy dock at any given time.
- 4.10 Not distribute passes to individuals but instead require each individual vehicle to purchase a day use or annual pass.
- 4.11 Comply with all provisions of the Town of Hickory Creek’s Code of Ordinances, and other rules or regulations adopted by the Town.

**5.0 [intentionally omitted]**

**6.0 [intentionally omitted]**

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

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

**9.0 Termination.** The Concessionaire understands and agrees that this Agreement is an at-will agreement which the Town may terminate at any time, for any reason in its sole discretion, and with or without cause. Further, the Town has no obligation to provide notice of any default or

breach and may terminate this Agreement immediately and without any prior notice. In the event the Town terminates this Agreement, the Concessionaire shall pay the Town for any outstanding fees, as provided in section 6.0 above, generated through the date of termination. The concessionaire waives any right of recovery or action against the Town arising from or relating to this Agreement, including but not limited to any action for any alleged damages in whatever form, whether actual, incidental, or exemplary, or any action seeking declaratory or injunctive relief. Should it be necessary for the Town to enforce this Agreement in a court proceeding, the Town is entitled to recovery of its reasonable and necessary attorneys' fees and costs. The Concessionaire waives any right of recovery for its attorneys' fees and costs provided by or under Texas law.

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

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

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

Notice to the Town shall be sent to:

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

Notice to the Concessionaire shall be sent to:

JmaH WATERTOYZ, LLC.  
ATTN: Joshua Holleman  
29559 Fulshear Lake Trace  
Richmond, Texas 77406

**13.0 [intentionally omitted]**

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

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

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

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

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

**19.0 Immigration Reform and Control Act (8 U.S.C 1324a).** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Concessionaire shall at all times

during the term of the Agreement comply with the requirements of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Concessionaire also warrants that it has not had an IRCA violation within the last five (5) years.

**20.0 Protection Of Resident Workers.** The Town actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Concessionaire shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Town reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Concessionaire's expense.

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

## **22.0 Iran, Sudan and Foreign Terrorist Organizations.**

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

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

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

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

22.2 The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable federal law and excludes the Concessionaire and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively

declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

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

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

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

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

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

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

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

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

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

**TOWN:**

**Town of Hickory Creek, Texas**

---

John Smith, Town Manager

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

**CONCESSIONAIRE:**

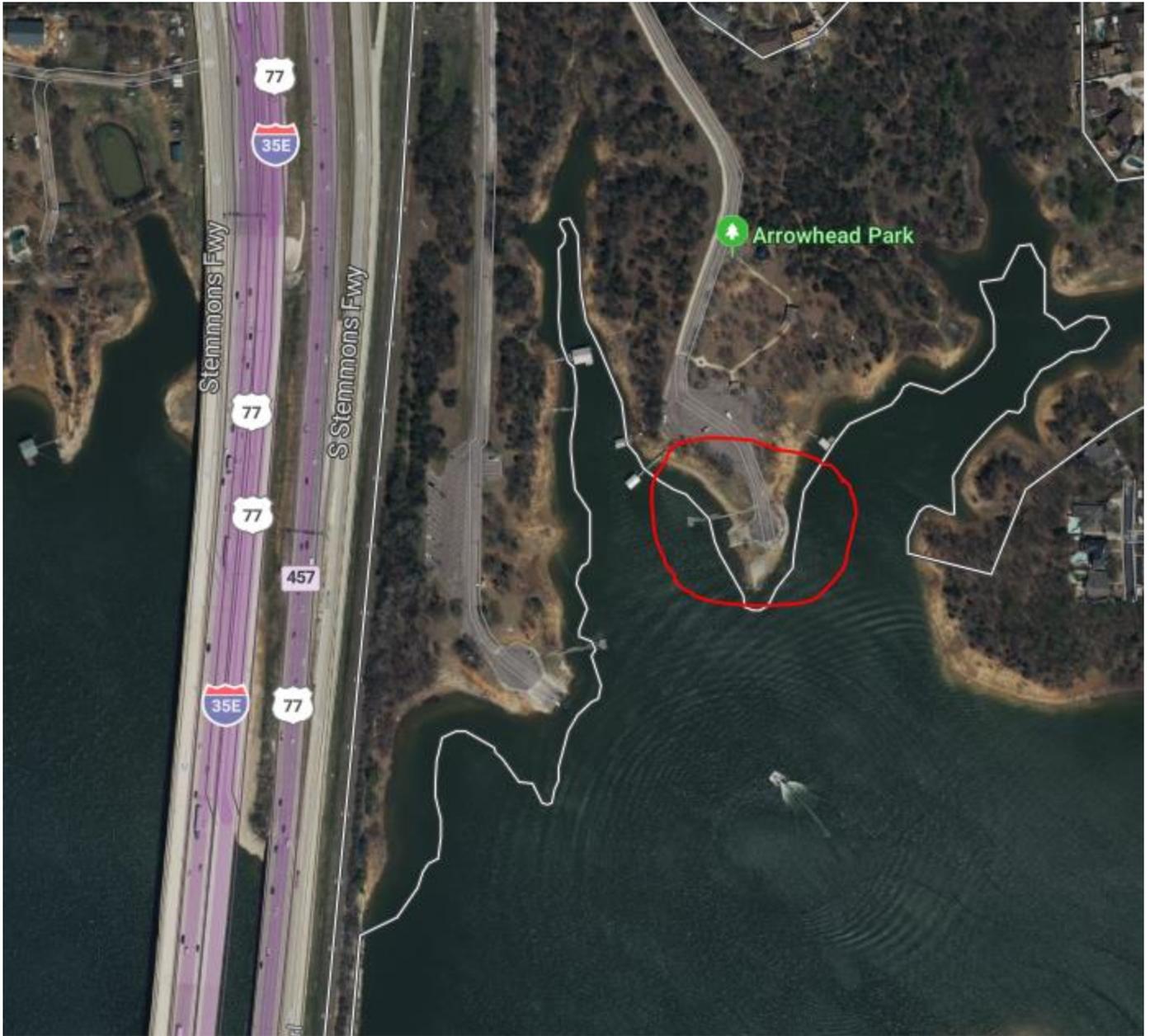
**JmaH WATERTOYZ, LLC.**

---

Joshua Hollman, Owner

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

**EXHIBIT A**  
**Concession Area**



**PROPOSAL FOR PROFESSIONAL SERVICES  
1930 Turbeville Road Town Property Project**

**Hickory Creek, Texas**

**March 11, 2026**

**I. PROJECT UNDERSTANDING**

Dunaway Associates, L.L.C. ("**Dunaway**") will perform professional consulting services for the Town of Hickory Creek ("**Town**") to develop improvements at the Town Property located at 1930 Turbeville Road in Hickory Creek, Texas. Dunaway will perform a site opportunities evaluation, facilitate community input, and prepare a master development plan with budget projections, and recommend a program for implementation of property improvements.

Dunaway's scope of services includes professional landscape architectural and architecture services. A construction budget has not been identified by the Town as of the date of this proposal. Several initial program items have been provided by Town staff and leaders. They include but are not limited to the summary outline as follows, and will serve as a starting point for programming discussions early in the planning process.

Initial Program Items:

- Renovated Recreation Center
- Special Event Spaces
- Central Corral Event Spaces
- Food Truck Amenities
- Outdoor Gathering Spaces
- Equestrian Activities
- Pond Access & Fishing
- Trail Connection to Citywide Network
- Parking
- Other

**II. SCOPE OF SERVICES**

**A. ANALYSIS & PROGRAMMING**

1. The Town will provide Dunaway all available information for the current on-site and off-site conditions including, but not limited to the following: GIS files; as-built CAD files, aerial photographs; topographic surveys; easements; boundary surveys; property lines; building locations and layouts; roadways and town property; utility locations; trees and

vegetation; hydrology and drainage information; and any existing town property improvements.

2. Based upon the information provided by the Town, Dunaway will prepare an existing conditions base map for use in the planning process. The base map will be comprised of existing features as received from the Town and will serve as the foundation graphic for the Master Development Plan.
3. Dunaway team members will attend one (1) kick-off meeting with Town representatives to introduce team members, confirm the project schedule, and review the desired initial program items to be included in the conceptual development.
4. While in town for item A.3, the Dunaway team will perform one (1) detailed site review with Town representatives to observe the existing conditions of interior and exterior spaces and to evaluate opportunities and constraints that will address possible development zones within the property.
5. Environmental specialists from Dunaway will conduct a field assessment of the proposed site to assess potential aquatic resources. Field staff will use a Global Positioning System (GPS) to map aquatic resources, including wetlands; data collected in the field will be downloaded and prepared for inclusion in Master Planning efforts.
6. Based upon the site review, Dunaway will prepare Site Analysis exhibit(s) documenting current conditions, Opportunities & Constraints exhibit(s) that will address possible development zones, and an initial list of program items to present to the public for feedback and input.
7. Dunaway will attend one (1) virtual meeting with Town Staff to review the Site Analysis and Opportunities & Constraints findings and exhibits. During the meeting, the group will discuss the potential areas & initial program desired for town property development.
8. Based on input received from the Town, Dunaway will prepare a 5 to 7 minute long recorded presentation to present the Site Analysis findings and obtain citizen input on the desired goals and program items for the new property. This presentation will be provided to the Town to post on their website. The presentation will contain a link to an online survey platform for feedback from viewers. (NOTE: The Town will be responsible for posting the survey and for advertising the public input process).

**Task A Deliverables:**

- Kick-off Meeting Notes in PDF Format
- Base map for Existing Site in PDF Format
- Site Analysis and Opportunities & Constraints Exhibit(s) in PDF Format
- Initial Program List in PDF Format
- Recorded Presentation in MP4 format
- Survey Results in PDF format

**B. CONCEPTUAL DEVELOPMENT**

1. Based upon programming input received from the survey results and as approved by the Town, Dunaway will prepare up to two (2) concept plan alternatives for review with Town staff.
2. Dunaway will attend (1) meeting with the Town staff to review the concept plan alternatives. If requested, Dunaway will prepare and assist staff in a presentation for Town Council to discuss architectural renovation options and overall property development.
3. Based upon Town feedback, Dunaway will prepare a 5 to 7 minute long recorded presentation to present the concept alternatives and obtain citizen input on the desired goals, program items, and potential improvements. This presentation will be provided to the Town to post on their website. The presentation will contain a link to an online survey platform for feedback from viewers. (NOTE: The Town will be responsible for posting the survey and for advertising the public input process).
4. Based on input received in B.3, Dunaway will prepare one (1) Consensus Concept Exhibit.
5. Dunaway will attend one (1) virtual meeting with Town staff to review the Consensus Concept Plan Exhibit. During this meeting, Town staff will confirm the construction budget allotted for this project if it is known. Using this construction budget, Dunaway will work with Town staff to confirm the list of program items.
6. Dunaway will attend one (1) Town Council Meeting to present the Consensus Concept for review and approval.

**Task B Deliverables:**

- Concept Plan Alternatives in PDF format
- Recorded Presentation in MP4 format
- Survey Results in PDF format
- Consensus Concept Exhibit in PDF format
- Town Council PowerPoint Presentation in PDF format

C. PRELIMINARY MASTER DEVELOPMENT PLAN

1. Based upon input obtained during the Conceptual Development phase, Dunaway will prepare a Preliminary Master Development Plan exhibit in large color format.
2. Dunaway will prepare Preliminary Budget Projections for program elements depicted within the Preliminary Master Development Plan.
3. Dunaway will attend one (1) meeting with the Town Staff to review the Preliminary Master Development Plan and Preliminary Budget Projections.
4. Dunaway will attend one (1) Town Council Meeting to present the Preliminary Master Development Plan and Preliminary Budget Projections.

**Task C Deliverables:**

- Preliminary Master Development Plan in PDF format
- Preliminary Budget Projections
- Town Council PowerPoint Presentation in PDF format

D. FINAL MASTER DEVELOPMENT PLAN

1. Based on input received during the Preliminary Master Development Plan phase, Dunaway will prepare a Final Master Development Plan and one (1) 3d perspective illustration depicting property improvements.
2. Dunaway will prepare Final Budget Projections for program elements depicted within the Final Master Development Plan.
3. Dunaway will prepare a 5 to 7 minute long recorded presentation to present the Final Master Development Plan and illustratives. This presentation will be provided to the Town to Post on their website for public information.

4. If needed, Dunaway will assist Town staff with one (1) final presentation of the Master Development Plan and Budget Projections to Town property Board or Town Council.

**Task D Deliverables:**

- Final Master Development Plan in PDF format
- (1) Perspective Illustration in PDF Format
- Final Budget Projections
- Recorded Presentation in MP4 format

### **III. ASSUMPTIONS**

In preparing this proposal, Dunaway has made the following assumptions:

- A. The Town will provide, as expeditiously as possible, all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Should Dunaway need any additional survey information, the Town will provide this information to Dunaway. All information provided by the Town is assumed by Dunaway to be accurate and complete, unless indicated otherwise by the Town. Any information required to complete this Scope of Services that cannot be readily provided by the Town will remain the responsibility of the Town. All such information shall be provided to Dunaway and any costs associated with acquisition of information will be borne by the Town.
- B. This Scope of Services does not include detailed design services including Schematic Design, Preliminary Design, Design Development, Construction Documentation, Bid Phase Assistance, or Construction Phase Services.
- C. This Scope of Services does not include water permitting related to the following agencies: U.S. Army Corps of Engineers 404 Permitting; Federal Emergency Management Agency (FEMA) map revision preparation and processing; Texas Commission on Environmental Quality (TCEQ) permits or applications.
- D. This Scope of Services does not include permitting assistance with the United States Army Corps of Engineers (USACE). Permit preparation is not typically required during the master plan phase of a project. If any coordination or permitting assistance with the USACE is required as part of this work, Dunaway can provide it as an additional service.
- E. Any services for environmental engineering such as an Environmental Assessment (E.A.) or Environmental Impact Statement (E.I.S.) are not included in this Scope of Services and would be considered additional services.

- F. This Scope of Services does not include any services for geotechnical engineering evaluations of soils testing. The Town will contract separately for geotechnical services as required for the project.
- G. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.
- H. This Scope of Services does not include any Topographic Survey Boundary Survey or Platting Services.
- I. This Scope of Services does not include design or production of any marketing materials to be utilized by the Town for such items as press releases, web postings, brochures, flyers, posters, 3D animations, videos, etc.
- J. The Town will pay for all required governmental processing fees, public notice advertising costs, and printing of bid documents/plans for bidding and construction.
- K. Any opinions of probable construction costs provided by Dunaway will be on a basis of experience and judgment. Dunaway has no control over market conditions or bidding procedures and cannot warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.

**III. COMPENSATION**

Dunaway Associates, L.L.C. proposes to provide the above-described scope of work for a Lump Sum fee of \$ ( and 00/100 Dollars) as follows:

**DESIGN SERVICES**

|  |           |
|--|-----------|
| A. Analysis & Programming.....               | \$        |
| B. Conceptual Development .....              | \$        |
| C. Preliminary Master Development Plan ..... | \$        |
| D. Final Master Development Plan .....       | \$        |
| <b>TOTAL LUMP SUM FEE*</b> .....             | <b>\$</b> |

\* Customary in-house expenses incurred by Dunaway related to performing this Scope of Services are included in the lump sum fee listed above (e.g., in-house copies, mileage, tolls, computer plotting, photography, meals, etc.). Special request expenses for out-of-house services are not included in the lump sum fee listed above and will be billed as a reimbursable expense. These may include, but are not limited to: couriers/deliveries, repro services, multiple print copies, binding, dry mounting, etc.



Proposal for Professional Services  
1930 Turbeville Road Town Property, Hickory Creek, Texas  
Page 8

If this proposal meets with your approval, please sign below and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this project and look forward to its success.

Respectfully submitted,

**DUNAWAY ASSOCIATES, LLC**  
**a Texas limited liability company**

**Agreed & Accepted**  
**TOWN OF HICKORY CREEK**

\_\_\_\_\_  
Elizabeth McIlrath, PLA, ASLA  
Sr Vice President - PLA | Principal

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

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

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

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

\_\_\_\_\_

Attachment(s): Standard Terms & Conditions

AAL/niz

Hickory Creek - Master Plan Proposal



# STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein, dated as of March 6, 2026 (the "Effective Date"), is made and entered into by and between Dunaway Associates, LLC and Client.

I. **Basis of Compensation.** Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, LLC's Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

**2026 STANDARD HOURLY BILL RATE SCHEDULE**

| STAFF TYPE            | HOURLY BILL RATE |   |          |
|-----------------------|------------------|---|----------|
| Intern                | \$80.00          | - | \$90.00  |
| Field Services        | \$80.00          | - | \$235.00 |
| Technician            | \$95.00          | - | \$160.00 |
| Administrative        | \$110.00         | - | \$155.00 |
| Planner               | \$120.00         | - | \$235.00 |
| GIS                   | \$120.00         | - | \$200.00 |
| Designer              | \$125.00         | - | \$195.00 |
| Licensed Professional | \$135.00         | - | \$305.00 |
| Graduate Engineer     | \$145.00         | - | \$175.00 |
| Right of Way Agent    | \$170.00         | - | \$190.00 |
| Project Manager       | \$175.00         | - | \$260.00 |
| Director              | \$215.00         | - | \$345.00 |
| Subject Matter Expert | \$275.00         | - | \$500.00 |
| Vice President        | \$335.00         | - | \$495.00 |

II. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, LLC and Dunaway Associates, LLC's officers, directors, partners, employees, agents and Dunaway Associates, LLC's Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, or any legal theory of recovery of Dunaway Associates, LLC or Dunaway Associates, LLC's officers, directors, partners, employees, agents or Dunaway Associates, LLC's Subconsultants or any of them, shall not exceed fifty percent (50%) of the total compensation received by Dunaway Associates, LLC under this Agreement.

III. **Standard of Care.** Dunaway Associates, LLC shall perform the Services for which Dunaway Associates, LLC is expressly hired under the Task Order with the professional skill and care ordinarily provided by competent professional services practicing in the same or similar locality and under the same or similar circumstances and professional license. Dunaway Associates, LLC shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Dunaway Associates, LLC makes no warranty, express or implied, as to its professional services rendered under this agreement.

IV. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential, indirect, special, punitive, or similar damages, whether arising in contract, warranty, tort (including negligence), strict liability, or if incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, LLC, their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use, profit, business, reputation, or financing.

V. **Dunaway as Subconsultant Under Prime Contract.** In the event, Dunaway Associates, LLC is serving as a subconsultant to Client, and the Client is contracted under a "Prime Contract" to another third party or contemplates being contracted through a Prime Contract to a third party; Dunaway Associates, LLC must have ability to review and request edits if applicable to the Prime Contract in advance of the execution of the Prime Contract. Client agrees to coordinate with Dunaway Associates, LLC regarding proposed revisions to the Prime Contract and to endeavor to obtain all reasonable revisions necessary to the Prime Contract. In the event, Client executes or otherwise agrees to the terms incorporated in a Prime Contract prior to Dunaway Associates, LLC review of Prime Contract, Dunaway Associates, LLC nevertheless reserves the right to propose revisions to Prime Contract acceptable to Dunaway Associates, LLC and third party. In the event Client is not willing to allow Dunaway to propose revisions to Prime Agreement, then Client will contract with Dunaway Associates, LLC, under a separate Subconsultant Agreement. Under no circumstances shall Dunaway Associates, LLC be bound by a Prime Contract negotiated by Client that Dunaway Associates, LLC finds objectionable, and Dunaway Associates, LLC shall have the right to terminate this agreement with full compensation for the percent complete of the instruments of service performed at the notice of termination.

VI. **No Duties to Third Parties.** The services to be performed by Dunaway Associates, LLC under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, LLC toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

VII. **Claims Limited to Insurance Coverage.** The Client and Dunaway Associates, LLC waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance, subject to the limitation of liability herein. The Client and Dunaway Associates, LLC each shall require similar waivers from their contractors, subconsultants, and agents.

VIII. **General Contractor Duties and Responsibilities.** Neither the professional activities of Dunaway Associates, LLC, nor the presence of Dunaway Associates, LLC or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, LLC and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, will indemnify, defend and hold harmless, Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants from all third claims arising from or resulting from the General Contractor's performance, duties, and responsibilities

in the Project and Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants **shall be made additional insureds** under the General Contractor's general liability insurance policy.

## IX. Cancellation.

- A. It is understood that this Agreement may be cancelled by either party giving 30 days written notice to the other party.
- B. The Client may cancel this Agreement if Dunaway Associates, LLC breaches or defaults on its obligation under this Agreement, provided the Client has given written notice detailing the breach and Dunaway Associates, LLC has failed to cure, commence to cure, or provide a plan to cure such breach or default within 30 days of receipt by Dunaway Associates, LLC of the initial written notice from the Client.
- C. Payment to Dunaway Associates, LLC in the event of cancellation under this Section shall include payment for all Services rendered and performed up to date of the notice of cancellation plus reasonable costs actually incurred by Dunaway Associates, LLC, including but not limited to reasonable cost(s) to break contractual obligations with subconsultants entered prior to Dunaway Associates, LLC's receipt of the notice of cancellation. Client's payment shall be due based on the method of computation in Section I.

## X. Payment.

- A. Client recognizes that prompt payment of Dunaway Associates, LLC's invoices is an essential aspect of the overall consideration Dunaway Associates, LLC requires for providing service to Client. Client agrees to pay all charges not in good faith dispute within 30 days of date of invoice.
- B. If payment is not received within 90 days from the invoice date, the Client may incur interest on the overdue amount at a rate of 18% annually (1.5% per month), or the maximum rate allowed by law, whichever is lower. Also, Dunaway Associates, LLC shall be entitled to contact the project owner to request and discuss payment on the overdue amount.
- C. If payment is not received within 120 days from the invoice date, a demand letter and a stop work notice may be issued.
- D. Upon execution of the Agreement, Dunaway Associates, LLC shall provide Client with written payment instructions and all necessary forms required by Client to effectuate payments to Dunaway Associates, LLC (the "Payment Information"). Dunaway Associates, LLC shall submit the initial Payment Information to Client by phone, email, certified mail or hand delivery only. If Client receives a request to change such Payment Information, Client agrees that it will not modify or make a change to this Payment Information without oral confirmation and written or verbal confirmation, from Dunaway Associates, LLC's Controller. Client shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Client makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Dunaway Associates, LLC as required under the terms of this Agreement.

- XI. **Cessation of Services.** If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, LLC's invoices within 120 days of invoice date, Dunaway Associates, LLC has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, LLC for cessation of services, **and shall hold harmless, defend and indemnify Dunaway Associates, LLC** from and against any claims for damages, injury or loss stemming from Dunaway Associates, LLC's cessation of service. Client shall also pay Dunaway Associates, LLC for all Services performed up to the date of cessation of services, plus

reasonable costs actually incurred by Dunaway Associates, LLC, including but not limited to reasonable cost(s) to break contractual obligations with subconsultants and the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

## XII. Suspension of Services and Additional Services.

- A. In the event that any professional services contract is paused for more than six months after execution, Dunaway reserves the right to assess a remobilization fee of up to five percent of the total contract fee. Additionally, Dunaway has the right to update the contract's billing rates to the current billing rate schedule for any contract executed nine months after the original proposal date. If the scope of services requires additional services due to the pause or new information impacting the project during the pause and it is not attributable to Dunaway, the Client acknowledges that additional services may be applicable, resulting in additional fees charged by Dunaway.
- B. In the event that the Client requests in writing that Dunaway Associates, LLC provide services in addition to the Services authorized under this Agreement and proposal, Dunaway Associates, LLC shall, subject to acceptance by Dunaway Associates, LLC, provide such additional services as may be authorized in writing by the Client. Dunaway Associates, LLC shall be compensated by the Client for the additional services in accordance with the rates in Section I hereto; provided that Dunaway Associates, LLC shall have the right to modify its rates on an annual basis by providing written notice of the rate changes to the Client, and Section I shall be modified to reflect the new rates for any additional services.
- C. Dunaway Associates, LLC shall be reasonably compensated, in accordance with the rates in Section I, for additional services resulting from substantive changes to the design documents not reflective of precedent design approvals, Client-directed substantive modifications to the construction budget or schedule, or from the actions of other third parties beyond the direct control of Dunaway Associates, LLC.

## XIII. Dispute Resolution.

- A. In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, LLC within 10 days of receipt of the bill in question, and Client and Dunaway Associates, LLC shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, LLC's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section XII.
- B. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Dunaway Associates, LLC agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation as the first method for resolution, unless the parties mutually agree otherwise. The Client and Dunaway Associates, LLC further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

- C. Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth herein, shall be decided by litigation in Court of competent jurisdiction in a venue where the project is located. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE WORK, SERVICES, OR THE PROJECT, AND THE PARTIES HEREBY AGREE TO A BENCH TRIAL.

**XIV. Surveying Regulations.** Land Surveying in the State of Texas is regulated by the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, telephone number (512) 440-7723. Dunaway Associates, LLC Survey Firm Registration #10098100

**XV. Reimbursable Expenses.** Other charges which may apply to the Client's project include:

- A. Expenses included in 2% Project Administration and Expenses Fee: local mileage, town propertying, tolls, internal printing, aerials, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.
- B. All direct non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.
- C. For services not offered as a part of Dunaway Associates, LLC's normal services, the Client may, at their option, contract directly with the third party for such services or through Dunaway Associates, LLC. If such contracts are made through Dunaway Associates, LLC, a service charge of 10% will be added to the gross amount of such contracts.

Dunaway reserves the right to amend this fee policy at any time.

**XVI. Certifications, Guarantees and Warranties.** Dunaway Associates, LLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, LLC cannot ascertain.

**XVII. Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by Dunaway Associates, LLC as a generally accepted business practice, shall not be considered an assignment for the purposes of this Agreement.

**XVIII. Lenders' Requirements.** Dunaway Associates LLC shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of Dunaway Associates LLC, increase Dunaway Associates, LLC contractual or legal obligations or risks, create a fiduciary obligation or an uninsurable risk, or adversely affect the availability or cost of its professional or general liability insurance or otherwise materially change the terms of this Agreement. Dunaway Associates LLC does recognize that Lender Requirements are often a normal course of business for the Owner and Dunaway Associates LLC, will work diligently with the Owner and Lender to reach mutually acceptable language. The Owner is cautioned that the appropriate time to reach mutually acceptable language should be anticipated, and any Lender Requirements should be presented in advance to Dunaway Associates LLC, to resolve prior to deadlines related to this matter.

**XIX. Betterment.** If, due to Dunaway Associates LLC's negligence, a required item or component of the Project is omitted from Dunaway

Associates LLC's construction documents, Dunaway Associates LLC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Dunaway Associates LLC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

## XX. Miscellaneous.

### A. Intellectual Property.

- a. "Background IP" means the property and the legal right therein of either of both Parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, proprietary information, confidential information, data, technical data, software, specifications, plans, drawings, designs, models, prints, art, ideas, concepts, methods, methodology, and other materials, work and any information embodying proprietary data such as technical data and computer software. Both Parties agree to provide the Background IP necessary to complete the objectives of the Project. Both Parties shall retain all rights to their respective Background IP provided for this purpose. Neither party shall assume any rights in the other's party's Background IP provided for this project other than the right to use said Background IP to achieve the objectives of this Project.
- b. The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) ("Work Product") prepared by Dunaway Associates, LLC for this project shall remain the property of Dunaway Associates, LLC and Dunaway Associates, LLC shall retain all common law, statutory and other reserved rights, including the copyright, where applicable. Dunaway Associates, LLC's Work Product is (i) not intended or represented to be suitable for use on the Project unless completed and signed by Dunaway Associates, LLC, (ii) not intended for use or reuse by Client or others for additions or alterations to the Project or any other project without prior written authorization (including completion, verification and adaption) by Dunaway Associates, LLC, (iii) not intended for any such use, reuse or modification without Dunaway Associates, LLC's involvement and will be at Client's and others sole risk and without liability or legal exposure to Dunaway Associates, LLC. In addition to the foregoing, Client shall indemnify, defend, and hold harmless Dunaway Associates, LLC from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use, reuse or modification of Dunaway Associates, LLC's Work Product.

### B. Taxes.

- a. The fee for the applicable services provided under this Agreement are exclusive of any applicable taxes. The Client agrees to pay, in addition to the amounts specified for services in this Agreement, all applicable taxes, that may be imposed by any governmental authority on the services provided. Please see below for a list of the taxable services. Such taxes will be added to the invoices and paid by the Client unless the Client provides Dunaway Associates, LLC with a valid exemption certificate or other documentation acceptable to the relevant taxing authorities.
- b. Taxable Services:
- ALTA/NSPS Land Survey Title
  - As-built Survey

- iii. Boundary Survey
  - iv. Conveyance Plat
  - v. Easement Exhibits/ Metes & Bounds Description
  - vi. Easement Vacation
  - vii. FEMA Elevation Certificate
  - viii. Final Plat
  - ix. Form Board Survey
  - x. Foundation Survey
  - xi. Land Title Survey
  - xii. Re-Plat
  - xiii. Right-of-Way Staking
  - xiv. Right-of-Way Vacation
  - xv. Surveyed Site Plan
  - xvi. Utility Easement
  - xvii. Any boundary related service typically needed if property is being divided, sold, improved, or for new construction in which the document will be signed and stamped by an RPLS
- c. Non-Taxable Services:
- i. Construction Staking/Re-staking
  - ii. Easement Research
  - iii. Operations Site Plans
  - iv. Preliminary Plats
  - v. Subsurface Utility Engineering
  - vi. Topographic Survey
  - vii. Tree Survey
- C. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.
- D. Counterparts. This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.
- E. Governing Law. This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Texas.
- F. Proposal Expiration. The terms stated in the proposal are valid only if executed by both parties within 90 days of the date of the proposal.
- G. Free PubliTown. Dunaway Associates, LLC has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, LLC through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the project.
- H. Force Majeure. Dunaway Associates, LLC shall have no liability for any failure or delay in the Services or any part thereof resulting from force majeure, which shall mean all conditions beyond the reasonable control of Dunaway Associates, LLC which prevent or hinder the carrying out of its obligations hereunder, including but not limited to acts of God or the public enemy, acts of the government of the United States or the individual states, actions or inactions of review authorities, acts of any foreign country, strikes, work stoppages, cyber-attacks, stop work orders issued by governmental authorities, change in law or mandates, lock-outs, disturbances, disorders, riots, civil commotion, malicious damage, war conditions, hostilities, terrorism, blockades, embargoes, boycotts, sabotage, plagues, epidemics, pandemics, public health crisis, earthquakes, landslides, floods, fires, storms, tempests, torrents, named weather event, named storm, and/or conditions caused by the Client or Client's representatives, including suspension in whole or in part of any Project, failure of the Client to provide necessary information in a timely manner or acts of

other consultants or contractors of Client. If any of the Services or work are affected by an event resulting from force majeure, Dunaway Associates, LLC shall be entitled to an equitable adjustment in time, cost, and fee to complete the Services or work.

**Town of Hickory Creek, Texas**  
**Task Order Authorization Agreement**  
**For**  
**Professional Engineering Services with Halff Associates, Inc.**

**EXHIBIT A**

**Oakland Park – Phase I ESA**  
**FY 2026 Task Order Authorization**  
**March 16, 2026**

|                       |   |
|-----------------------|---|
| <b>Scope of Work:</b> | <p>Halff Associates, Inc. (Professional) is pleased to submit this proposal for environmental services to perform a Phase I Environmental Site Assessment (ESA) on the property referenced above, and outlined in the attached figures. The ESA will be conducted by our staff and is estimated to require approximately four weeks to complete from the time of the signed proposal. The ESA will be performed in accordance with the American Society for Testing and Materials (ASTM) E1527-21 Standard Practice and will consist of the tasks outlined as follows:</p> <p><b>TASK 1:</b> Review selected, commercially available aerial photography of the site and adjacent area, noting any visible abnormalities during site or area development, which may indicate potential environmental problems. This typically involves examining four photographs taken at approximately 10-year intervals, depending on availability of photography for the property location. Additionally, review other standard historical sources (e.g. Sanborn Fire Insurance Maps, historical city directories, etc.) at approximate five-year intervals in an effort to develop the site history.</p> <p><b>TASK 2:</b> Review standard physical setting sources (e.g. U.S. Geological Survey topographic map, Federal Emergency Management Agency Flood Insurance Rate Map, U.S. Department of Agriculture Soil Survey, etc.) in an effort to determine general geologic, hydrogeologic, and topographic characteristics of the site.</p> <p><b>TASK 3:</b> Review Federal and State regulatory databases in accordance with ASTM E1527-21 Standard Practice, including but not necessarily limited to all ASTM recommended databases and minimum search distances, looking specifically for activities which could be potential sources of contamination. Briefly, summarize the degree of risk posed by sites identified within the search distances. This does not include a detailed risk assessment of all pathways, receptors, exposure assessments, or dose response evaluations.</p> <p><b>TASK 4:</b> Contact local government officials in an effort to identify recognized environmental conditions on or near the subject property.</p> <p><b>TASK 5:</b> Contact current site owner/manager, a reasonable number of occupants, and past owners, operators, or occupants who are likely to have additional material information regarding the potential for contamination at the site, in an effort to identify recognized environmental conditions in connection with the property. Property owners or occupants of neighboring properties will be contacted in an effort to identify recognized environmental conditions in connection with the assessment of abandoned properties.</p> |
|-----------------------|---|

**Town of Hickory Creek, Texas  
Task Order Authorization Agreement  
For**

**EXHIBIT A**

**Professional Engineering Services with Halff Associates, Inc.**

|  |   |
|--|---|
|  | <p><b>TASK 6:</b> Visit the subject property to ascertain existing conditions. Visually survey the subject property for surface water, water wells, on-site and off-site storm water drainage, and utilities servicing or passing through the site. Perform a curbside visual survey of adjacent properties to determine land usage and existing conditions, looking specifically for activities that could be of environmental concern.</p> <p><b>TASK 7:</b> Identify any evident or obvious on-site storage or disposal facilities, such as aboveground or underground tanks, drums, impoundments, waste piles, and landfills.</p> <p><b>TASK 8:</b> Identify evident or obvious on-site treatment facilities, which handle wastewaters, solid wastes, or hazardous materials, and comment on their potential for discharge of waste materials to the environment.</p> <p><b>TASK 9:</b> Identify evident or obvious electric transformers in service at the site and visually inspect for polychlorinated biphenyl (PCB) labels and evidence of insulating fluid leakage.</p> <p><b>TASK 10:</b> Evaluate the regulatory status and compliance/complaint history of on-site facilities identified during Tasks 1 through 9 based on the federal, state, and local information gathered.</p> <p><b>TASK 11:</b> Prepare an ESA report, summarizing the activities conducted and the information gathered in Tasks 1 through 10, listing any comments and recommendations regarding the subject property. Data gaps will be identified in the report and an opinion will be provided whether those data gaps affect the environmental professional's ability to identify recognized environmental conditions on the property. Halff Associates will provide a digital copy of the ESA report.</p> |
| <p><b>Additional Services Available:</b></p> | <ol style="list-style-type: none"> <li>1. Other additional services, not included in this contract, shall be negotiated with the Town as needed and at an additional cost.</li> <li>2. Attendance of Town Council meetings is not included with this scope of work, but can be provided at an additional cost.</li> <li>3. Phase I ESAs are relatively modest investigations of the conditions that exist at a given site at the time the observations are made. Typically, only visual observations of the condition of the site are made principally to determine if investigations that are more detailed are justified. An investigation of the site conducted in a few hours can fail to detect problems that may exist at that location. Additional services that can be performed, but which are not within the scope of work for the Phase I ESA include:             <ol style="list-style-type: none"> <li>a. Water sampling and analysis;</li> <li>b. Testing of building materials;</li> <li>c. Testing for asbestos-containing materials;</li> </ol> </li> </ol>   |

**Town of Hickory Creek, Texas**  
**Task Order Authorization Agreement**  
**For**  
**Professional Engineering Services with Halff Associates, Inc.**

**EXHIBIT A**

|                                 |  |
|---------------------------------|--|
|                                 | <ul style="list-style-type: none"> <li>d. Testing for lead-based paint;</li> <li>e. Soil borings and hydrogeological analysis;</li> <li>f. Vapor encroachment screening in accordance with ASTM E2600 or vapor intrusion assessment.</li> <li>g. Ambient air sampling and dispersion modeling;</li> <li>h. High-volume air sampling for various contaminants;</li> <li>i. Storm water sampling and analysis;</li> <li>j. Underground storage tank testing and remediation;</li> <li>k. Wetland assessments;</li> <li>l. Researching title records for environmental liens or activity and use limitations;</li> <li>m. Federal and state regulatory agency file reviews that require more notice than 20 days to obtain files;</li> <li>n. Site clean-up and remediation; and</li> <li>o. Evaluation of permitting requirements.</li> </ul>  |
| <b>Deliverables:</b>            | <ol style="list-style-type: none"> <li>1. Phase I ESA Report and Investigation Findings, provided as electronic and hard copies upon request</li> </ol>  |
| <b>Items Furnished by Town:</b> | <ol style="list-style-type: none"> <li>1. The Town will provide feedback, as needed, on coordination items and tasks that arise during Phase I ESA efforts</li> <li>2. It has been assumed that the site will be accessible, the owner will provide site access, the site visit can be conducted during one day, and multiple mobilizations to the site will not be required.</li> <li>3. It has been assumed that the user will provide information regarding the environmental cleanup liens, activity use limitations (AULs), specialized knowledge, the purchase price compared to the fair market value of the property, an assessment of commonly known or reasonably ascertainable information about the property, and/or indications of the presence or likely presence of contamination on the property as detailed in the attached <i>User Questionnaire</i>.</li> <li>4. The user must provide the information identified in the questionnaire, if available, to the environmental professional to qualify for the Landowner Liability Protections offered by the “Brownfields Amendments.”</li> <li>5. Reasonably ascertainable regulatory files include records which can be obtained within 20 days of being requested at a cost of \$100 or less. File retrieval costs that exceed \$100 will be billed in addition to the lump sum fee on a time and materials basis.</li> </ol> |

**Town of Hickory Creek, Texas  
Task Order Authorization Agreement  
For**

**EXHIBIT A**

**Professional Engineering Services with Halff Associates, Inc.**

|                  |  |
|------------------|--|
| <b>Schedule:</b> | - Work will begin upon Notice to Proceed and pending Town staff completing the <i>User Questionnaire</i> provided with this Work Order Authorization. Services are expected to be completed within 45 calendar days upon receipt of completed <i>User Questionnaire</i> .  |
| <b>Fees:</b>     | <p>1. Phase I ESA - \$10,700</p> <p>Total Fee: <b>\$10,700.00</b></p> <p>This is a (<u>Lump Sum</u>) Fee and will be billed monthly based on the amount of effort performed each month. Direct costs (mileage, copies, etc) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1. Services will be billed in accordance with current rates. The maximum amount of this Task Order will not be exceeded without written authorization from the Town.</p> |

Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis**, dated March 12, 2012, between Halff Associates and the Town of Hickory Creek. Halff Associates will bill the above described services under project number AVO 37638.126.

Submitted:

Approved:

**HALFF ASSOCIATES, INC.**

**TOWN OF HICKORY CREEK, TEXAS**

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

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

Signature

Signature

Carolyn May, PG, CAPM, PMP

\_\_\_\_\_

Printed Name

Printed Name

Vice President.

\_\_\_\_\_

Director of Environmental Remediation

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Date

Date



# HIGH DENSITY MINERAL BOND



**City of Hickory Creek  
Strategy for Pavement Preservation  
Total Project Size: 33,178 SY  
Proposal for HDMB Project**

## Summary:

The highest return on investment (ROI) is achieved by installing HA5 - High Density Mineral Bond.

Performance is calculated to be two to three times longer compared to using seal coats and premium seal coats.

Beyond the preservation benefits that HA5 provides, residents experience less community intrusion as road closures are needed much less frequently.

## Performance History of Surface Treatments

The biggest items to focus on for preservation treatments are:

- » What will provide the maximum extension of pavement life per every dollar spent?
- » Validating a product's performance goes beyond pictures of black roads. Initially, all tools for pavement preservation turn a road black, but HA5 has proven to slow the age hardening of asphalt pavement that leads to cracking and deterioration.



# HA5™ High Density Mineral Bond

A breakthrough that is changing the aging characteristics of asphalt, and confirmed by university testing, is igniting enthusiasm for a profound reduction in pavement life-cycle costs.

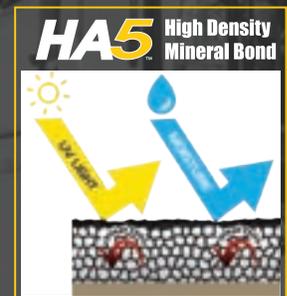
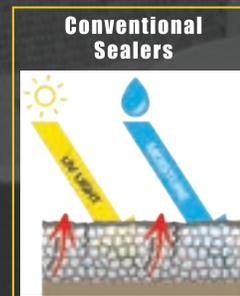
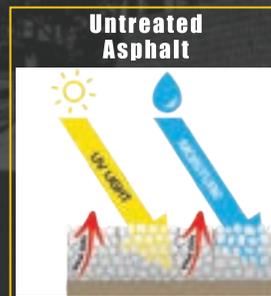
**RESEARCH PROVES  
HA5 DELAYS AGE  
HARDENING**

**67%**

DELAY IN ASPHALT AGING



## HOW HA5 IMPACTS ASPHALT AGING



"Using conventional as well as leading-edge testing methods to identify the age hardening of the asphalt binders, researchers have identified a 67% delay in the age hardening of the asphalt binder with HA5 installed as a pavement preservation strategy. This ability to reduce flexibility loss supports an in-field case study where after just a four-year period a side-by-side comparison identified cracking to be reduced by nearly 9 times with HA5 installed."

"Transportation Research 2020" Dr. Shakir Shatnawi, P.h.D., P.E. Former State Pavement Engineer and Division Chief at Caltrans with 30 years of experience in pavement design, management, and preservation.

For more information visit:

[www.holbrookasphalt.com/HA5](http://www.holbrookasphalt.com/HA5)

## HA5 Treatment Report

Below are core samples taken from roadways comparing municipality specified, time-tested pavement preservation treatments. Look closely at each core. The HA5 core aesthetically looks to be the most desirable with the darkest surface. However, what the engineering community has identified is the darker color beneath the surface. This uncovers HA5's ability to retain the critical oils and resins that keep asphalt pavements flexible. ***More flexibility results in pavements lasting longer with less cracking and other manifestations of deterioration***

### Core Sample Comparison



#### Slurry

Date Pavement Installed:  
**1999**

Preservation:  
**Type II Slurry**



#### Chip Seal

Date Pavement Installed:  
**1999**

Preservation:  
**Chip Seal**



#### HA5

Date Pavement Installed:  
**1995**

Preservation:  
**HA5 (High Density Mineral Bond)**

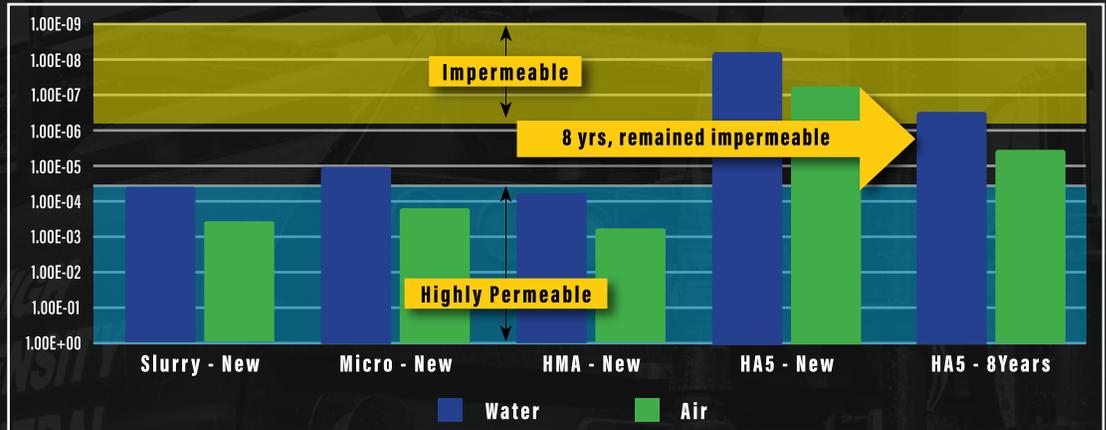
A report from the engineering firm Rosenberg & Associates, assessing a side-by-side of HA5 to a premium seal coat installation, found **9x less cracking** in the HA5 treated section compared to the premium seal coat treated section after a **4-year period**.

**KEYS TO PAVEMENT PRESERVATION:**  
*The Right Treatment, on the Right Road, at the Right Time.*

*For more information visit:*

[www.holbrookasphalt.com/HA5](http://www.holbrookasphalt.com/HA5)

# AIR & WATER PERMEABILITY COMPARISON



Research on binder elasticity and pavement permeability proves that asphalt treated with HA5 significantly increases the useful life of asphalt pavement and therefore dramatically lowers the cost of transportation infrastructure.

## ROI

| Primary Treatment Strategy          | Avg PCI | (Subdivision Public Acceptance Rating) PAR | \$/Centerline Mile* | Cost of Ownership Savings |
|-------------------------------------|---------|--|---------------------|---------------------------|
| 1. Do Nothing                       | 70      | 4  | \$5,642,846.54      | 0%                        |
| 2. Partial Recon/ Surface removal   | 73      | 4  | \$3,612,576.63      | 36%                       |
| 3. Mill & Overlay                   | 76      | 6  | \$3,099,706.96      | 45%                       |
| 4. Thin Overlay                     | 75      | 6  | \$2,961,391.49      | 48%                       |
| 5. Seal Coat/Mastic Sealer          | 79      | 7  | \$2,639,047.53      | 53%                       |
| 6. FOG/Rejuvenator                  | 81      | 7  | \$2,590,647.40      | 54%                       |
| 7. Type II Slurry                   | 86      | 4  | \$1,281,249.01      | 77%                       |
| 8. Micro Surface                    | 80      | 5  | \$1,247,331.18      | 78%                       |
| 9. Chip Seal                        | 80      | 2  | \$1,115,431.75      | 80%                       |
| 10. High Density Mineral Bond (HA5) | 88      | 9  | \$954,838.49        | 83%                       |

- Highest Return on Investment (ROI)
- Highest Pavement Condition Index (PCI)
- Highest Public Acceptance Rating (PAR)

Every agency's design specifications and goals are different but HA5 has proven its effectiveness at extending design life no matter what your goals look like.



Data analysis provided by Scot Gordon, PE, IAM, President, Roadway Asset Services, LLC. Scot has a Bachelor's and Master's degree in civil engineering from Texas A&M University with 30 years experience involving design of major highway infrastructure, evaluation and research of pavements, soil stabilization, and pavement management plan development.



# HIGH DENSITY MINERAL BOND

Proactive DOTs, Municipalities, and HOAs across the country have uncovered a strategy that saves them money while effectively preserving their pavement assets using HA5 High Density Mineral Bond

- » Lower & more predictable costs
- » Extends pavement life
- » Unmatched Durability
- » No loose or grainy residue
- » Fewer premature failures
- » High Homeowner acceptance

Garland, TX



Sachse, TX



Claremore, OK



Alabama DOT



St. George, UT



Queen Creek, AZ



Matthews, NC



Rocklin, CA



Nashville, TN



For more information visit:  
[www.holbrookasphalt.com/HA5](http://www.holbrookasphalt.com/HA5)



| Project Location  | Proposal # | Date Issued | PO/LD # |
|---|------------|-------------|---------|
| Hickory Creek, TX<br>Multiple Locations<br>Hickory Creek TX 75065 | HAU953146  | 1/22/2026   |         |

**Terms**

Due Upon Completion

**Adviser Information**

Kent Nobis  
P: 435-619-0575 | E: kent@preserveasphalt.com

**Description**

HA5 High Density Mineral Bond

**Bill To**

Hickory Creek, TX  
970 Main St  
Hickory Creek TX 75065

| Item  | Quantity | UM   | Rate     | Amount     |
|---|----------|------|----------|------------|
| <b>Mobilization</b>   | 1        | Ea   | 5,250.00 | 5,250.00   |
| <b>Bonding Fees</b>   |          | LS   |          | 2,400.00   |
| <b>HA5</b><br>Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers. | 33,178   | SqYd | 4.29     | 142,333.62 |
| <b>Traffic Control</b>  |          | LS   |          | 3,850.00   |
| <b>Contingency</b><br>Sweeping and extra cleaning - chip seal area.   |          | LS   |          | 6,100.00   |
| <b>City is responsible for asphalt repairs and crack sealing prior to HA5 installation, if necessary.</b>   |          |      |          |            |

|              |                     |
|--------------|---------------------|
| <b>Total</b> | <b>\$159,933.62</b> |
|--------------|---------------------|

Please sign for proposal acceptance: Do not sign this page, see final page for signing



| Date      | Number    |
|-----------|-----------|
| 1/22/2026 | HAUB20870 |

## Terms and Conditions

**TERMS AND CONDITIONS:** Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

**GENERAL EXCLUSIONS:** Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

**PAYMENT TERMS:** Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing or relocation as incurred and will be due on receipt, this includes projects involving warranty work. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 14% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

**INSURANCE:** These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

**ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS:** No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

### HAU953146 - HA5 High Density Mineral Bond (Sign to accept this proposal)

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Contractor \_\_\_\_\_

# HICKORY CREEK



## MEASUREMENTS BY AREA

| Street               | Square Yards  |
|----------------------|---------------|
| Briar Lane           | 3,834         |
| Harmony Lane         | 1,325         |
| Hickory Lane         | 4,260         |
| Highland             | 5,050         |
| Hilltop Lane         | 5,347         |
| Lone Tree Lane       | 2,647         |
| Melody Lane          | 1,117         |
| Oaktree Lane         | 4,205         |
| Short Lane           | 578           |
| Strait Lane          | 4,815         |
| <b>Project Total</b> | <b>33,178</b> |

# HICKORY CREEK

## PROJECT MAP 1



# HICKORY CREEK

## PROJECT MAP 2

