



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
THURSDAY, SEPTEMBER 15, 2022, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Proclamations

1. Suicide Prevention Awareness

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 salutory recognition of an individual; a reminder about an upcoming event organized or sponsored by the governing body; and announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

Public Comment

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

Consent Agenda

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

2. August 2022 Council Meeting Minutes

- [3.](#) August 2022 Financial Statements
- [4.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek and the Denton County Elections Administrator concerning election administration services.

Regular Agenda

- [5.](#) Conduct a public hearing continued from August 22, 2022 regarding a request from Reserve at Hickory Creek, LLC to designate the zoning as PD (Planned Development) on an 18.8530 acre tract of land situated in the H.H. Swisher Survey, Abstract Number 1220, Denton County, Texas, conveyed to Reserve at Hickory Creek LLC, according to the document filed of record in Document Number 2021-133395 Deed Records Denton County, Texas, Town of Hickory Creek, Denton County, Texas and consider and act on an ordinance for the same. The property is located at 1745 Turbeville Road.
- [6.](#) Consider and act on a preliminary plat of Reserve at Hickory Creek, being an 18.8530 acre tract of land situated in the H.H. Swisher Survey, Abstract Number 1220, Town of Hickory Creek, Denton County, Texas. The property is located at 1745 Turbeville Road.
- [7.](#) Conduct a public hearing regarding a request from request from John Murphy, trustee of the John R Murphy Family Trust, on behalf of Yanlin Qian to change the zoning designation from SF-1 Residential District to SF-3 Residential District on a tract of land legally described as A1075a Ramsey, Tract 43B, 44B, 45C, 7.0 acres in the Town of Hickory Creek, Denton County, Texas. The property is located at 125 South Hook Road and consider and act on an ordinance for the same.
- [8.](#) Consider and act on a preliminary and final plat of Garth Addition, Lot 1, Block A: being 2.00 acres of land located in John Ramsey Survey, Abstract No. 1075, the Town of Hickory Creek, Denton County, Texas. The property is located at 207 Garth Lane.
- [9.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2022-2023 budget.
- [10.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2022 Certified Tax Roll for the Town of Hickory Creek; approving the 2022 Ad Valorem Tax Rate and levying \$0.270317 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2022 and ending September 30, 2023. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; providing for a due date and delinquency date, providing for the collection and use of penalty and interest on delinquents taxes; directing the Tax Assessor/Collector to assess and collect Ad Valorem Property Taxes.
- [11.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement among Town of Hickory Creek, Lake Cities Municipal Utility Authority and Harbor Grove Water Supply Corporation concerning fire protection services.

12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement between the Town of Hickory Creek and the City of Corinth concerning animal services.
13. Consider and act on appointments to the vision committee and focus groups for the 2022-2023 Comprehensive Plan.
14. Discussion regarding potential amendments to the Town of Hickory Creek Code of Ordinances concerning tree maintenance and mitigation.
15. Discussion regarding the procedure, appropriateness, and other considerations concerning the adoption of a home rule charter.

Future Agenda Items

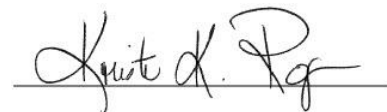
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

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 September 9, 2022 at 10:00 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** addressing the prevention of suicide needs of children, youth, and adults today is fundamental to the future of the Town of Hickory Creek; and
- WHEREAS,** the citizens of the Town of Hickory Creek value their overall health and life and that of their families and fellow citizens and are proud to support observances such as Suicide Prevention Awareness Month; and
- WHEREAS,** suicide is the 3rd leading cause of death for ages 10-19, the 2nd leading cause of death for ages 20-34 and the 4th leading cause of death for ages 35-44 and 1/3 of all suicide deaths were ages 55 and older; and
- WHEREAS,** there is an average of 130 suicide deaths per day in the US; and
- WHEREAS,** 10% of adults experience suicidal thoughts in the US; and
- WHEREAS,** nearly 1 in 5 Texas high school students reported seriously thinking about suicide and 15% making a plan and 10% making an attempt; and
- WHEREAS,** the need for comprehensive, coordinated mental health and suicide prevention services for individuals and families places upon our community is a critical responsibility; and
- WHEREAS,** there is a strong body of research that supports specific tools that all Americans can use, to better handle challenges, and protect their overall health and well-being; and
- WHEREAS,** each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the weight of suicide concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts; and
- WHEREAS,** the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, Denton County Zero Suicide Task Force, and Denton County Suicide Prevention Coalition are effectively addressing the mental health and suicide prevention needs of children, youth, adults, and families in our community; and
- WHEREAS,** it is appropriate that a month should be set apart each year for the direction of our thoughts toward suicide prevention education and the support of treatment and recovery.

NOW, THEREFORE, I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim September 2022 as Suicide Prevention Awareness Month and I call upon our citizens and all agencies and organizations interested in helping to prevent suicide to unite this month in the observance of such exercises as will commit the people of Hickory Creek to increasing awareness and understanding of suicide, the steps our citizens can take to help prevent suicide, and the need for appropriate and accessible services for all people experiencing suicidal thoughts.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 15th day of September, 2022.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, AUGUST 1, 2022**

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
Councilmember Randy Gibbons
Councilmember Richard DuPree
Councilmember Chris Gordon
Mayor Pro Tem Paul Kenney
Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator
Kristi K. Rogers, Town Secretary
Carey Dunn, Chief of Police
Trey Sargent, Town Attorney

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

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

Invocation

Councilmember Gibbons gave the invocation.

Items of Community Interest

John Anderson, Boy Scout Troop 191, was in attendance to achieve his Citizenship in the Community Merit Badge.

Lake Cities Chamber Rolling into Fall Bicycle Rally will be held on September 24, 2022 from 7:00 a.m. until 1:00 p.m. at Thousand Hills Church.

Adopt-A-Teacher sponsored by the Lake Cities Chamber of Commerce will be held on August 17, 2022. Donations are needed to welcome the 81 new LDISD teachers with a gift basket.

Thousand Hills Church, 8380 S. Stemmons Freeway, will hold their first service on August 7, 2022 at 11:00 a.m.

Public Comment

There were no speakers for public comment.

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Consent Agenda

1. June 2022 Council Meeting Minutes
2. June 2022 Financial Statements
3. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2022 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No.1 including the collection of the 2022 annual installments.
4. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2022 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No.2 including the collection of the 2022 annual installments.
5. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2022 annual update to the service and assessment plan and assessment roll for Hickory Creek Farms Public Improvement District including the collection of the 2022 annual installments.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Span, Inc. concerning transportation services.
7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek and Vanguard Cleaning Systems concerning janitorial services.
8. Consider and act on granting an exception to Thousand Hills Church, 8380 S. Stemmons Freeway, Hickory Creek, Texas 75065, from the Hickory Creek Code of Ordinances Chapter 3: Building Regulations, Article 3.08 Signs; Section 3.08.010 (b), Wall Signs.

Motion made by Councilmember DuPree to approve consent agenda items 1-8, Seconded by Councilmember Gordon.

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

Regular Agenda

9. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an amendment to a development agreement by and between the Town of Hickory Creek and Reserve at Hickory Creek, LLC.

John Smith, Town Administrator, provided the council with an overview of the development agreement.

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David Hawes, Hawes Hill & Associates and Taylor Stinnett, MarketSpace Capital, representing Reserve at Hickory Creek, LLC, provided an overview of the development and answered questions from the Town Council.

Motion made by Mayor Pro Tem Kenney to approve a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an amendment to a development agreement by and between the Town of Hickory Creek and Reserve at Hickory Creek, LLC, as discussed., Seconded by Councilmember Theodore.

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

10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas regarding participation in Denton County's Community Development Block Grant for the three program year period, Fiscal Year 2023 through Fiscal Year 2025.

Rina Maloney, Grant Manger for Denton County, Texas, provided an overview of the Community Development Block Grant and answered questions from the Town Council.

Mayor Clark read the following comments received from citizens:

David Evans, 204 Shadow Creek Lane, stated he appreciates the Town Council pursuing grants to minimize the local property tax burden. He had serious objections to the federal Community Development Block Grant. The agreement would commit Hickory Creek to participate in a government program requiring compliance with federally directed mandates including low income and fair housing in exchange for federal funds. He has learned that Trophy Club, Bartonville, Copper Canyon, and Double Oak have chosen to not participate, and he hopes Hickory Creek will as well.

Carole Hornsby Haynes, 44 Indian Trail, stated the Affirmatively Furthering Fair Housing Rule (AFFH) set up during the Obama administration to fundamentally transform neighborhoods through federally funded grants that eventually allows the federal government to take over local control. Specific language in the grants suggest single family homes are a cause of discrimination. AFFH destroys neighborhoods, home values and private property rights. If the town accepts this grant, the Town could be forced to build government subsidized housing and gives federal bureaucrats the power to dictate zoning regulations. She opposes participation in the CBDG Grants and asks the Town Council to opt out as have others including Trophy Club, Bartonville, Copper Canyon, and Double Oak.

Nancy True, 12 Tanglewood Drive, stated rather than commenting on details of the requirements per the agreement/resolution associated with agenda item 10 pertaining to a HUD/CDBG program, she addressed concerns regarding money taken from taxpayers' pockets by the federal government via mandated taxation, funneled through various bureaucratic entities like HUD, then returned minus their portion into the town under the guise of "grants" is deeply troubling. The constitutionality of such practices, the level of federal government interference at the local level as outlined by the program, strikes her as highly questionable.

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She urged the Town Council to honor their oath of office by adhering to the protections assured to the residents of Hickory Creek by the rule of law per the constitutions with your firm rejection of this agreement, and all, constitutionally questionable funding offers.

Motion made by Councilmember Theodore to not approve a resolution of the Town Council of the Town of Hickory Creek, Texas regarding participation in Denton County's Community Development Block Grant for the three program year period, Fiscal Year 2023 through Fiscal Year 2025, Seconded by Councilmember Gordon.

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

11. Consider and act on acceptance of rates for medical, dental, life, accidental death, short term disability and long term disability from TML Health Benefits and Renaissance for employee coverage for Fiscal Year 2022-2023.

Rodney Dryden, Wellspring Insurance Agency, provided an overview of the rates for employee benefits and answered questions from the Town Council.

Motion made by Councilmember Gordon to approve the proposed rates for medical, dental, life, accidental death, short term disability and long term disability from TML Health Benefits and Renaissance for employee coverage for Fiscal Year 2022-2022, Seconded by Councilmember DuPree.

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

12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for professional services by and between the Town of Hickory Creek and Halff Associates, Inc. concerning a Comprehensive Plan update.

Kelsey Poole, AICP, with Halff Associates provided an overview of the process updating the comprehensive plan and answered questions from the town council.

Motion made by Councilmember Gibbons to approve a resolution to execute an agreement for professional services by and between the Town of Hickory Creek and Halff Associates, Inc. concerning a Comprehensive Plan update, Seconded by Councilmember Theodore.

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

13. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek and Pavlov Media, Inc. concerning high speed broadband internet infrastructure.

Mayor Clark stated in order to obtain advice from the attorney, Item 13 would be moved into Executive Session under 551.071.

14. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, proposing a tax rate which represents the No-New-Revenue tax rate for 2022; setting a date, time and place to adopt the 2022 tax rate.

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Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, proposing a tax rate which represents the No-New-Revenue tax rate for 2022 of 0.270317 per \$100 valuation setting a date of Thursday, September 15, 2022 at 6:00 p.m. at town hall to adopt the tax rate, Seconded by Councilmember Theodore.

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

Mayor Clark called for a recess at 8:15 p.m.

Mayor Clark called the meeting back to order after the recess at 8:21 p.m.

15. Discussion regarding the 2022-2023 Fiscal Year Budget.

Discussion was held regarding the 2022-2023 Fiscal Year Budget.

16. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas setting a date, time and place for a public hearing on the 2022-2023 Fiscal Year Proposed Budget; setting a date, time and place to adopt the budget.

Motion made by Councilmember Gibbons, to approve a resolution for a public hearing on the 2022-2023 Fiscal Year Proposed Budget for August 22, 2022 at 6:00 at the Town of Hickory Creek, and setting the same time, date and place for adoption of the budget, Seconded by Councilmember Gordon.

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

17. Discussion regarding the Denton Central Appraisal District.

Discussion was held regarding the Denton Central Appraisal District.

18. Discussion regarding the Denton County Transportation Road Improvement Program 2022.

Discussion was held regarding the Denton County Transportation Road Improvement Program 2022.

19. Discussion regarding potential amendments to Town's code of ordinances concerning requirements for applications and on-site notice requirements for Planned Development Districts and Special Use Permits.

Discussion was held regarding amendments to Town's code of ordinances concerning requirements for applications and on-site notice requirements for Planned Development Districts and Special Use Permits.

20. Discussion regarding the procedure, appropriateness, and other considerations concerning the adoption of a home rule charter.

Discussion was held regarding the adoption of a home rule charter.

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21. Receive update from Chief Dunn concerning police department activity since June council meeting and discuss same.

Chief Dunn stated officer presence inside Walmart has reduced the number of calls for service, the multi-jurisdictional High Visibility Traffic Initiative on Interstate 35E has reduced the number of accidents on the interstate. Chief Dunn and police department personnel met with the safety team from Thousand Hills Church regarding security and traffic control.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 10:33 p.m.

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. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek and Pavlov Media, Inc. concerning high speed broadband internet infrastructure.

Section 551.087

Deliberation regarding Economic Development Negotiations, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the government body seeks to have locate, stay or expand in or near the territory of the government body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

22. Development agreement concerning property located in the Town's extraterritorial jurisdiction on Highway 2181.

Reconvene into Open Session

The Town Council reconvened into open session at 11:32 p.m.

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

Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek and Pavlov Media, Inc. concerning high speed broadband internet infrastructure.

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Motion made by Mayor Pro Tem Kenney to approve the Dark Fiber Lease and Network Agreement between the Town of Hickory Creek and Pavlov Media, Inc. authorizing a public-private partnership for the deployment of a fiber to premises network throughout the Lake Cities subject to the following conditions: (1) the Town's approval is contingent upon the Agreement being approved and executed by both the City of Corinth and the Town of Shady Shores; and (2) the effective date of the Agreement will be the later of August 15, 2022 or the last date upon which either the City of Corinth or the Town of Shady Shores executes the Agreement; and to authorize the Mayor and Town Administrator to execute all necessary documents to effectuate the purpose of the Agreement, Seconded by Councilmember Gordon. Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

Development agreement concerning property located in the Town's extraterritorial jurisdiction on Highway 2181.

Motion made by Councilmember Gordon to approve a development agreement concerning property located in the Town's extraterritorial jurisdiction on Highway 2181 as discussed in executive session, Seconded by Councilmember DuPree.

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

Future Agenda Items

The following items were requested: Sycamore Bend Road reconstruction update, interlocal agreement with Lake Cities Municipal Utility Authority, Hook Street design and reconstruction.

Adjournment

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

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

The meeting did then stand adjourned at 11:34 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, AUGUST 22, 2022**

MINUTES

Call to Order

Mayor Clark called the meeting to order at 6:04 p.m.

Roll Call

The following members were present:

Mayor Lynn Clark

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Chris Gordon

Mayor Pro Tem Paul Kenney

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Officer Steven Antommarchi

Trey Sargent, Town Attorney

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

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

Invocation

Mayor Pro Tem Kenney gave the invocation.

Proclamations

1. 2022 National Payroll Week

Mayor Clark proclaimed September 5, 2022 - September 9, 2022 as National Payroll Week in the Town of Hickory Creek. Tracie Mitchell accepted the proclamation on behalf of the American Payroll Association Dallas Chapter.

2. September 2022 as "Live United Month"

Mayor Clark proclaimed September 2022 to be "LIVE UNITED MONTH" in the Town of Hickory Creek. Patricia Sherman, Carrell Simmons and Teddy Yan accepted the proclamation on behalf of United Way of Denton County.

Items of Community Interest

"9/11 Walk of Remembrance" will be held on Sunday, September 11, 2022 on the Southbound Lake Lewisville pedestrian bridge.

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“See You at the Station” will be held on Wednesday, September 21, 2022 at 8:00 a.m. at Hickory Creek Town Hall. The community is invited to attend to pray for police officers, firefighters and all first responders.

Saturday, November 5, 2022 an Arbor Day Event and Fall Cleanup will be held at the public works facility located at 970 Main Street, Hickory Creek, Texas 75065.

Sycamore Bend Road expansion is ahead of schedule for completion.

Lake Cities Chamber Rolling into Fall Bicycle Rally will be held on September 24, 2022 from 7:00 a.m. until 1:00 p.m. at Thousand Hills Church.

Public Comment

Art Cline, 2002 S. Stemmons Freeway, Suite 200, stated his company MiTech Services, has provided IT support for for the town for many years. He recently merged with Structured Technology Solutions. He introduced Aaron Appleby, Chief Executive Officer. Both men look forward to continuing to provide services to the town and thanked the town for the opportunity.

Consent Agenda

3. July 2022 Financial Statements
4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement with Structured Technology Solutions, LLC, concerning information technology services.
5. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, disapproving the Denton Central Appraisal District 2023 Budget.
6. Consider and act on permit application submitted by WalMart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for seasonal merchandise.

Motion made by Councilmember DuPree to approve consent agenda items 3-6 as presented, Seconded by Councilmember Gordon.

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

Regular Agenda

7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an amendment to a development agreement by and between the Town of Hickory Creek and Reserve at Hickory Creek, LLC.

John Smith, Town Administrator, provided the council with an overview of the development agreement.

Town of Hickory Creek

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Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor to execute an amendment to a development agreement by and between the Town of Hickory Creek and Reserve at Hickory Creek, to also include completion of the amenities prior to issuance of certificate of occupancy, and for the town administrator to provide clarity on tree mitigation with the developer, Seconded by Councilmember Theodore.

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

8. Conduct a public hearing regarding a request from Reserve at Hickory Creek, LLC to designate the zoning as PD (Planned Development) on an 18.8530 acre tract of land situated in the H.H. Swisher Survey, Abstract Number 1220, Denton County, Texas, conveyed to Reserve at Hickory Creek LLC, according to the document filed of record in Document Number 2021-133395 Deed Records Denton County, Texas, Town of Hickory Creek, Denton County, Texas and consider and act on an ordinance for the same. The property is located at 1745 Turbeville Road.

Mayor Clark called the public hearing to order at 6:25 p.m.

John Walker, 127 Oakwood Lane, stated he has lived in Hickory Creek for six years. He does not understand why a Town whose logo features a tree, celebrates Arbor Day and is a member of Tree City USA would allow a developer to destroy most of the trees on the property. He is concerned the impact 230 townhomes will have on the roads, increased traffic and crime.

Motion made by Councilmember Theodore to keep the public hearing open and continue it to the Town Council meeting on September 15, 2022, Seconded by Mayor Pro Tem Kenney.

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

9. Consider and act on allocating funds for the Hickory Creek Police Department K9 Unit.

Due to the unexpected loss of K9 Officer Axel, the department is requesting funds to acquire another K9 partner for Officer Antommarchi.

Motion made by Councilmember Gordon to allocate funds for the Hickory Creek Police Department K9 Unit in the amount not to exceed \$10,000 and for the Town Administrator to negotiate an appropriate reimbursement for travel expenses, Seconded by Mayor Pro Tem Kenney.

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

10. Discussion regarding the 2022-2023 Town of Hickory Creek Fiscal Year Budget.

Discussion was held regarding the 2022-2023 Fiscal Year Budget.

11. Conduct a public hearing regarding the 2022-2023 Town of Hickory Creek Fiscal Year Budget.

Mayor Clark called the public hearing to order at 7:07 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 7:07 p.m.

12. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek adopting and approving the budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023; providing for expenditure of funds, providing for filing of budget and ordinance.

Motion made by Mayor Pro Tem Kenney to approve an ordinance adopting and approving the budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023; providing for expenditure of funds, providing for filing of budget and ordinance, Seconded by Councilmember Theodore.

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

13. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas accepting and approving the Town Secretary's certification of the number of qualified signatures on a petition to order a local option election to legalize the sale of all alcoholic beverages including mixed beverages.

Motion made by Councilmember Gibbons to approve a resolution accepting and approving the Town Secretary's certification of the number of qualified signatures on a petition to order a local option election to legalize the sale of all alcoholic beverages including mixed beverages, Seconded by Councilmember DuPree.

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

14. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, calling a special election/local option election to be held on November 8, 2022, said date being a uniform election date, for the purpose of determining whether to legalize the following local option election issue: the legal sale of all alcoholic beverages including mixed beverages.

Motion made by Councilmember Gordon to approve an ordinance calling a special election/local option election to be held on November 8, 2022, said date being a uniform election date, for the purpose of determining whether to legalize the following local option election issue: the legal sale of all alcoholic beverages including mixed beverages, Seconded by Mayor Pro Tem Kenney.

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

15. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek and Lake Dallas ISD concerning substance awareness and K9 detection services.

Town of Hickory Creek

August 22, 2022

Page 5

Motion made by Councilmember Gordon to approve a resolution to execute an agreement between the Town of Hickory Creek and Lake Dallas ISD concerning substance awareness and K9 detection services. Seconded by Councilmember DuPree.

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

16. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek and a police recruit concerning police academy sponsorship.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, to execute an agreement between the town of Hickory Creek and a police recruit regarding police academy sponsorship, Seconded by Councilmember Theodore.

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

17. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek and Pavlov Media, Inc. concerning high speed broadband internet infrastructure.

The Town Administrator requested the Town Council adjourn into executive session regarding Item 17.

The Town Council convened into executive session at 7:44 p.m. pursuant to Chapter 551 of the Texas Government Code, 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 and Section 551.072, Deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

The Town Council reconvened into executive session at 8:30 p.m.

Motion made by Councilmember Gordon to authorize the town administrator to take action as discussed in executive session, Seconded by Mayor Pro Tem Kenney.

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

18. Discussion regarding the procedure, appropriateness, and other considerations concerning the adoption of a home rule charter.

Discussion was held regarding the adoption of a home rule charter.

Future Agenda Items

There were no future agenda items.

Adjournment

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

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

The meeting did then stand adjourned at 8:57 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek

Balance Sheet

As of August 31, 2022

	<u>Aug 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	22,511.59
BOA - Drug Forfeiture	420.65
BOA - Drug Seizure	3,937.03
BOA - General Fund	288,654.97
BOA - Parks and Recreation	89,150.23
BOA - Payroll	260.00
BOA - Police State Training	5,186.74
ETS Credit Card	206.00
Logic 2020 CO's	3,624,713.63
Logic Animal Shelter Facility	9,636.00
Logic Coronavirus Recovery Fund	598,686.21
Logic Harbor Ln-Sycamore Bend	80,859.19
Logic Investment Fund	5,309,965.31
Logic Turbeville Road	95,447.66
Total Checking/Savings	<u>10,129,635.21</u>
Accounts Receivable	
Municipal Court Payments	<u>18,070.75</u>
Total Accounts Receivable	<u>18,070.75</u>
Total Current Assets	<u>10,147,705.96</u>
TOTAL ASSETS	<u><u>10,147,705.96</u></u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
August 2022

	Aug 22
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	1,894.21
4004 M&O Penalties & Interest	206.45
4006 Delinquent M&O	-13.24
4008 I&S Debt Service	1,028.58
4010 I&S Penalties & Interest	112.81
4012 Delinquent I&S	-11.31
	3,217.50
Total Ad Valorem Tax Revenue	3,217.50
Building Department Revenue	
4102 Building Permits	157,679.95
4104 Certificate of Occupancy	3,750.00
4106 Contractor Registration	975.00
4108 Preliminary/Final Plat	3,400.00
4110 Prelim/Final Site Plan	13,000.00
4112 Health Inspections	460.00
	179,264.95
Total Building Department Revenue	179,264.95
Franchise Fee Revenue	
4204 Charter Communications	11,050.13
4212 Republic Services	9,500.88
	20,551.01
Total Franchise Fee Revenue	20,551.01
Interest Revenue	
4330 General Fund Interest	1.08
4332 Investment Interest	18,677.59
	18,678.67
Total Interest Revenue	18,678.67
Interlocal Revenue	
4402 Corp Contract Current Year	14,357.76
	14,357.76
Total Interlocal Revenue	14,357.76
Miscellaneous Revenue	
4502 Animal Adoption & Impound	1,369.50
4508 Annual Park Passes	125.00
4510 Arrowhead Park Fees	6,658.00
4526 Mineral Rights	319.86
4530 Other Receivables	12,461.35
4536 Point Vista Park Fees	2,215.00
	23,148.71
Total Miscellaneous Revenue	23,148.71
Municipal Court Revenue	
4602 Building Security Fund	1,790.81
4604 Citations	59,140.04
4606 Court Technology Fund	1,505.21
4608 Jury Fund	34.83
4610 Truancy Fund	1,741.45
4612 State Court Costs	29,205.90
	93,418.24
Total Municipal Court Revenue	93,418.24
Sales Tax Revenue	
4702 Sales Tax General Fund	193,945.30
4706 Sales Tax 4B Corporation	27,706.47
4708 Sales Tax Mixed Beverage	2,969.26
	224,621.03
Total Sales Tax Revenue	224,621.03
Total Income	577,257.87
Gross Profit	577,257.87
Expense	

Town of Hickory Creek

Profit & Loss

August 2022

09/07/22

Accrual Basis

	<u>Aug 22</u>
Capital Outlay	
5026 Fleet Vehicles	83,132.60
5030 Sycamore Bend Construction	672,555.12
Total Capital Outlay	<u>755,687.72</u>
Debt Service	
5106 2012 Refunding Bond Series	263,502.00
5112 2015 C.O. Series	1,000.00
Total Debt Service	<u>264,502.00</u>
General Government	
5202 Bank Service Charges	25.00
5206 Computer Hardware/Software	3,846.00
5208 Copier Rental	364.38
5212 EDC Tax Payment	27,706.47
5216 Volunteer/Staff Events	234.33
5218 General Communications	468.00
5222 Office Supplies & Equip.	368.50
5224 Postage	613.91
5226 Community Cause	481.00
5228 Town Council/Board Expense	25.11
5230 Training & Education	345.00
Total General Government	<u>34,477.70</u>
Municipal Court	
5304 Building Security	869.84
5318 Merchant Fees/Credit Cards	95.74
5322 Office Supplies/Equipment	54.84
5332 Warrants Collected	-1,988.78
Total Municipal Court	<u>-968.36</u>
Parks and Recreation	
5408 Tanglewood Park	764.22
Total Parks and Recreation	<u>764.22</u>
Parks Corps of Engineer	
5432 Arrowhead	600.39
5434 Harbor Grove	142.80
5436 Point Vista	203.78
5438 Sycamore Bend	202.79
Total Parks Corps of Engineer	<u>1,149.76</u>
Personnel	
5502 Administration Wages	38,410.20
5506 Police Wages	78,141.46
5507 Police Overtime Wages	1,453.50
5508 Public Works Wages	16,226.86
5509 Public Works Overtime Wage	155.83
5510 Health Insurance	22,817.27
5514 Payroll Expense	2,120.00
5516 Employment Exams	45.00
5518 Retirement (TMRS)	20,508.38
5520 Unemployment (TWC)	43.02
Total Personnel	<u>179,921.52</u>
Police Department	
5602 Auto Gas & Oil	5,909.62
5606 Auto Maintenance & Repair	2,975.58
5612 Computer Hardware/Software	750.08
5614 Crime Lab Analysis	508.37
5626 Office Supplies/Equipment	25.38
5630 Personnel Equipment	122.46
5636 Uniforms	1,842.24

1:28 PM

09/07/22

Accrual Basis

Town of Hickory Creek

Profit & Loss

August 2022

	<u>Aug 22</u>
5640 Training & Education	1,273.01
5648 K9 Unit	1,168.61
Total Police Department	14,575.35
Public Works Department	
5706 Animal Control Supplies	39.32
5710 Auto Gas & Oil	917.18
5714 Auto Maintenance/Repair	112.99
5716 Beautification	18.02
5724 Equipment Maintenance	324.21
5728 Equipment Supplies	206.55
5732 Office Supplies/Equipment	120.89
5734 Communications	315.25
5742 Uniforms	178.87
5748 Landscaping Services	3,241.98
Total Public Works Department	5,475.26
Services	
5804 Attorney Fees	14,221.25
5808 Codification	2,718.99
5814 Engineering	653.45
5818 Inspections	6,840.00
5822 Legal Notices/Advertising	98.60
5824 Library Services	263.60
5826 Municipal Judge	1,150.00
5828 Printing	67.99
Total Services	26,013.88
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	6,563.29
5906 Gas	95.90
5908 Street Lighting	3,356.98
5910 Telephone	4,674.78
5912 Water	948.74
Total Utilities & Maintenance	15,639.69
Total Expense	1,297,238.74
Net Ordinary Income	-719,980.87
Net Income	-719,980.87

Town of Hickory Creek
Budget vs. Actual Year to Date 91.63%
October 2021 through August 2022

Ordinary Income/Expense	Oct '21 - Aug 22	Budget	% of Budget
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,462,947.28	1,484,251.00	98.6%
4004 M&O Penalties & Interest	6,038.59	3,000.00	201.3%
4006 Delinquent M&O	1,060.19	1,000.00	106.0%
4008 I&S Debt Service	794,203.16	805,976.00	98.5%
4010 I&S Penalties & Interest	3,219.58	1,500.00	214.6%
4012 Delinquent I&S	621.30	750.00	82.8%
Total Ad Valorem Tax Revenue	2,268,090.10	2,296,477.00	98.8%
Building Department Revenue			
4102 Building Permits	1,115,267.36	750,000.00	148.7%
4104 Certificate of Occupancy	30,500.00	25,000.00	122.0%
4106 Contractor Registration	12,300.00	7,500.00	164.0%
4108 Preliminary/Final Plat	6,525.00	2,275.00	286.8%
4110 Prelim/Final Site Plan	33,701.00	9,786.00	344.4%
4112 Health Inspections	10,580.00	10,000.00	105.8%
4122 Septic Permits	2,700.00	3,000.00	90.0%
4124 Sign Permits	1,450.00	1,000.00	145.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	2,500.00	2,000.00	125.0%
4130 Vendor Fee	575.00	700.00	82.1%
4132 Alarm Permit Fees	625.00	500.00	125.0%
Total Building Department Revenue	1,216,723.36	811,961.00	149.8%
Franchise Fee Revenue			
4202 Atmos Energy	65,388.09	46,000.00	142.1%
4204 Charter Communications	43,182.77	42,900.00	100.7%
4206 CenturyLink	0.00	0.00	0.0%
4208 CoServ	5,081.57	4,700.00	108.1%
4210 Oncor Electric	132,559.70	131,500.00	100.8%
4212 Republic Services	49,795.89	48,000.00	103.7%
Total Franchise Fee Revenue	296,008.02	273,100.00	108.4%
Interest Revenue			
4330 General Fund Interest	11.55	50.00	23.1%
4332 Investment Interest	60,951.80	7,500.00	812.7%
Total Interest Revenue	60,963.35	7,550.00	807.5%
Interlocal Revenue			
4402 Corp Contract Current Year	34,099.68	45,500.00	74.9%
Total Interlocal Revenue	34,099.68	45,500.00	74.9%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	9,954.50	10,600.00	93.9%
4506 Animal Shelter Donations	2,430.00	2,280.00	106.6%
4508 Annual Park Passes	9,966.35	25,000.00	39.9%
4510 Arrowhead Park Fees	42,783.00	40,000.00	107.0%
4512 Beer & Wine Permit	60.00	150.00	40.0%
4516 Corp Parks Fund Reserve	0.00	43,986.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	111,092.00	0.0%
4526 Mineral Rights	1,371.18	1,000.00	137.1%
4530 Other Receivables	236,297.43	200,000.00	118.1%
4534 PD State Training	1,025.45	1,026.00	99.9%
4536 Point Vista Park Fees	14,179.00	12,000.00	118.2%
4546 Street Improv Restricted	0.00	265,000.00	0.0%
4550 Sycamore Bend Fees	17,229.00	15,000.00	114.9%
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	28,000.00	26,250.00	106.7%

Town of Hickory Creek
Budget vs. Actual Year to Date 91.63%
October 2021 through August 2022

	Oct '21 - Aug 22	Budget	% of Budget
4560 2020 CO Proceeds	0.00	120,000.00	0.0%
4562 Coronavirus Local Recovery	0.00	595,240.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%
Total Miscellaneous Revenue	363,295.91	1,514,402.00	24.0%
Municipal Court Revenue			
4602 Building Security Fund	16,186.73	9,270.00	174.6%
4604 Citations	481,268.77	450,000.00	106.9%
4606 Court Technology Fund	13,564.63	12,115.00	112.0%
4608 Jury Fund	315.71	200.00	157.9%
4610 Truancy Fund	15,783.10	7,500.00	210.4%
4612 State Court Costs	257,314.77	250,000.00	102.9%
4614 Child Safety Fee	199.16	800.00	24.9%
Total Municipal Court Revenue	784,632.87	729,885.00	107.5%
Sales Tax Revenue			
4702 Sales Tax General Fund	1,748,804.35	1,662,500.00	105.2%
4706 Sales Tax 4B Corporation	249,829.19	237,500.00	105.2%
4708 Sales Tax Mixed Beverage	31,576.68	30,000.00	105.3%
Total Sales Tax Revenue	2,030,210.22	1,930,000.00	105.2%
Total Income	7,054,023.51	7,608,875.00	92.7%
Gross Profit	7,054,023.51	7,608,875.00	92.7%
Expense			
Capital Outlay			
5010 Street Maintenance	8,797.08	25,000.00	35.2%
5012 Streets & Road Improvement	208,034.82	265,000.00	78.5%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	20,024.50	42,500.00	47.1%
5026 Fleet Vehicles	143,294.44	202,000.00	70.9%
5030 Sycamore Bend Construction	726,689.14	36,955.00	1,966.4%
5032 Broadband Initiative	0.00	595,240.00	0.0%
Total Capital Outlay	1,106,839.98	1,166,695.00	94.9%
Debt Service			
5106 2012 Refunding Bond Series	267,120.73	267,004.00	100.0%
5110 2015 Refunding Bond Series	308,800.00	308,400.00	100.1%
5112 2015 C.O. Series	278,250.00	276,350.00	100.7%
5114 2020 C.O. Series	204,950.00	204,950.00	100.0%
Total Debt Service	1,059,120.73	1,056,704.00	100.2%
General Government			
5202 Bank Service Charges	115.00	200.00	57.5%
5204 Books & Subscriptions	268.00	300.00	89.3%
5206 Computer Hardware/Software	29,182.13	106,222.00	27.5%
5208 Copier Rental	3,942.07	4,200.00	93.9%
5210 Dues & Memberships	2,913.02	3,000.00	97.1%
5212 EDC Tax Payment	249,853.19	237,500.00	105.2%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	5,279.02	10,500.00	50.3%
5218 General Communications	30,330.57	28,000.00	108.3%
5222 Office Supplies & Equip.	3,277.12	5,000.00	65.5%
5224 Postage	7,863.47	5,800.00	135.6%
5226 Community Cause	26,444.22	28,000.00	94.4%
5228 Town Council/Board Expense	5,908.58	6,500.00	90.9%
5230 Training & Education	1,475.00	1,500.00	98.3%
5232 Travel Expense	0.00	1,500.00	0.0%
5234 Staff Uniforms	925.58	926.00	100.0%
Total General Government	367,776.97	439,148.00	83.7%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 91.63%
October 2021 through August 2022

	Oct '21 - Aug 22	Budget	% of Budget
5304 Building Security	1,656.77	9,270.00	17.9%
5312 Court Technology	9,529.90	12,115.00	78.7%
5314 Dues & Memberships	205.00	120.00	170.8%
5318 Merchant Fees/Credit Cards	-417.10	0.00	100.0%
5322 Office Supplies/Equipment	951.48	1,200.00	79.3%
5324 State Court Costs	269,582.12	250,000.00	107.8%
5326 Training & Education	100.00	100.00	100.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-4,089.69	0.00	100.0%
Total Municipal Court	277,518.48	273,380.00	101.5%
Parks and Recreation			
5402 Events	1,320.84	2,000.00	66.0%
5408 Tanglewood Park	3,653.86	2,000.00	182.7%
5412 KHCB	175.00	500.00	35.0%
5414 Tree City USA	0.00	500.00	0.0%
5416 Town Hall Park	0.00	120,000.00	0.0%
Total Parks and Recreation	5,149.70	125,000.00	4.1%
Parks Corps of Engineer			
5432 Arrowhead	82,831.65	80,000.00	103.5%
5434 Harbor Grove	1,491.98	3,000.00	49.7%
5436 Point Vista	41,668.22	45,000.00	92.6%
5438 Sycamore Bend	15,407.83	20,000.00	77.0%
Total Parks Corps of Engineer	141,399.68	148,000.00	95.5%
Personnel			
5502 Administration Wages	426,177.82	474,280.00	89.9%
5506 Police Wages	863,550.99	983,721.00	87.8%
5507 Police Overtime Wages	13,691.71	10,000.00	136.9%
5508 Public Works Wages	180,227.88	204,506.00	88.1%
5509 Public Works Overtime Wage	2,580.73	1,200.00	215.1%
5510 Health Insurance	246,010.76	261,200.00	94.2%
5512 Longevity	12,910.00	13,076.00	98.7%
5514 Payroll Expense	22,167.05	22,000.00	100.8%
5516 Employment Exams	1,325.40	2,500.00	53.0%
5518 Retirement (TMRS)	219,604.04	239,305.00	91.8%
5520 Unemployment (TWC)	1,125.22	6,048.00	18.6%
5522 Workman's Compensation	40,538.08	31,510.00	128.7%
Total Personnel	2,029,909.68	2,249,346.00	90.2%
Police Department			
5602 Auto Gas & Oil	47,142.06	30,000.00	157.1%
5606 Auto Maintenance & Repair	37,374.24	30,000.00	124.6%
5610 Books & Subscriptions	575.63	750.00	76.8%
5612 Computer Hardware/Software	38,408.79	40,000.00	96.0%
5614 Crime Lab Analysis	3,183.71	4,500.00	70.7%
5616 Drug Forfeiture	8,056.37	0.00	100.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	2,486.17	1,800.00	138.1%
5630 Personnel Equipment	44,386.09	50,000.00	88.8%
5634 Travel Expense	1,483.32	2,500.00	59.3%
5636 Uniforms	8,010.19	13,000.00	61.6%
5640 Training & Education	9,667.91	7,500.00	128.9%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	948.59	700.00	135.5%
5648 K9 Unit	3,210.76	3,000.00	107.0%
5650 Task Force Forfeiture	0.00	15,000.00	0.0%
Total Police Department	204,933.83	199,750.00	102.6%
Public Works Department			
5702 Animal Control Donation	0.00	2,280.00	0.0%
5704 Animal Control Equipment	0.00	500.00	0.0%
5706 Animal Control Supplies	580.79	900.00	64.5%

Town of Hickory Creek
Budget vs. Actual Year to Date 91.63%
October 2021 through August 2022

	Oct '21 - Aug 22	Budget	% of Budget
5708 Animal Control Vet Fees	9,260.94	10,000.00	92.6%
5710 Auto Gas & Oil	17,560.16	20,000.00	87.8%
5714 Auto Maintenance/Repair	7,748.82	7,000.00	110.7%
5716 Beautification	2,319.27	25,000.00	9.3%
5718 Computer Hardware/Software	0.00	1,000.00	0.0%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	26,326.57	27,000.00	97.5%
5724 Equipment Maintenance	4,200.17	6,000.00	70.0%
5726 Equipment Rental	110.00	2,500.00	4.4%
5728 Equipment Supplies	5,003.39	5,000.00	100.1%
5732 Office Supplies/Equipment	459.10	500.00	91.8%
5734 Communications	3,464.22	3,800.00	91.2%
5738 Training	1,089.00	800.00	136.1%
5740 Travel Expense	354.23	1,000.00	35.4%
5742 Uniforms	2,628.30	2,500.00	105.1%
5748 Landscaping Services	49,656.93	110,000.00	45.1%
Total Public Works Department	130,761.89	226,130.00	57.8%
Services			
5802 Appraisal District	10,022.37	13,375.00	74.9%
5804 Attorney Fees	56,026.33	66,000.00	84.9%
5806 Audit	14,000.00	14,000.00	100.0%
5808 Codification	2,718.99	2,000.00	135.9%
5812 Document Management	0.00	0.00	0.0%
5814 Engineering	54,491.19	125,000.00	43.6%
5816 General Insurance	38,410.12	38,415.00	100.0%
5818 Inspections	79,295.00	75,000.00	105.7%
5820 Fire Service	972,692.00	970,692.00	100.2%
5822 Legal Notices/Advertising	1,624.70	2,500.00	65.0%
5824 Library Services	1,505.70	750.00	200.8%
5826 Municipal Judge	12,650.00	13,800.00	91.7%
5828 Printing	1,618.23	1,500.00	107.9%
5830 Tax Collection	2,599.00	2,700.00	96.3%
5832 Computer Technical Support	42,081.20	42,082.00	100.0%
5838 DCCAC	0.00	1,000.00	0.0%
5840 Denton County Dispatch	30,808.00	30,808.00	100.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	200.00	200.00	100.0%
Total Services	1,320,742.83	1,400,022.00	94.3%
Special Events			
6004 Fourth of July Celebration	8,131.90	7,000.00	116.2%
6008 Tree Lighting	7,299.22	8,000.00	91.2%
6010 Arts and Cultural Events	0.00	5,000.00	0.0%
Total Special Events	15,431.12	20,000.00	77.2%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	190,826.78	185,000.00	103.1%
5904 Electric	17,746.02	27,000.00	65.7%
5906 Gas	1,988.26	1,700.00	117.0%
5908 Street Lighting	36,466.98	38,000.00	96.0%
5910 Telephone	34,838.81	35,000.00	99.5%
5912 Water	14,423.87	18,000.00	80.1%
Total Utilities & Maintenance	296,290.72	304,700.00	97.2%
Total Expense	6,955,875.61	7,608,875.00	91.4%
Net Ordinary Income	98,147.90	0.00	100.0%
Net Income	98,147.90	0.00	100.0%

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

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5026 Fleet Vehicles				
Check	08/22/2022	Debit	ENTERPRISE FM TR DESDIRECT PAY	4,270.60
Check	08/30/2022	4341	Grapevine Dodge Chrysler Jeep	78,862.00
Total 5026 Fleet Vehicles				83,132.60
5030 Sycamore Bend Construction				
Check	08/03/2022	Debit	McMahon Contracting L.P.	132,623.39
Check	08/03/2022	Debit	McMahon Contracting L.P.	135,080.15
Check	08/31/2022	Debit	McMahon Contracting L.P.	404,836.58
Total 5030 Sycamore Bend Construction				672,540.12
Total Capital Outlay				755,672.72
Debt Service				
5106 2012 Refunding Bond Series				
Check	08/09/2022	4330	PNC Bank, N.A.	263,502.00
Total 5106 2012 Refunding Bond Series				263,502.00
Total Debt Service				263,502.00
General Government				
5206 Computer Hardware/Software				
Bill	08/04/2022	Invoice...	Structured Technology Solutions	1,390.34
Check	08/22/2022	Debit	CHECKCARD 0819 Adobe Inc	1,184.21
Total 5206 Computer Hardware/Software				2,574.55
5212 EDC Tax Payment				
Check	08/23/2022		Hickory Creek Economic Development	27,706.47
Total 5212 EDC Tax Payment				27,706.47
Total General Government				30,281.02
Personnel				
5510 Health Insurance				
Check	08/01/2022	Debit	DearbornLife DESPayment	1,352.03
Check	08/05/2022	Debit	TML0111 DESCONS COLL	20,583.88
Total 5510 Health Insurance				21,935.91
5518 Retirement (TMRS)				
Check	08/03/2022	Debit	TMRS	20,503.38
Total 5518 Retirement (TMRS)				20,503.38
Total Personnel				42,439.29
Police Department				
5602 Auto Gas & Oil				
Check	08/29/2022	Debit	WEX INC DESFLEET DEBI	4,694.39
Check	08/29/2022	Debit	WRIGHT EXPRESS DESFLEET DEBI	1,215.23
Total 5602 Auto Gas & Oil				5,909.62
5606 Auto Maintenance & Repair				
Bill	08/29/2022	R.O.# ...	Christian Brothers Automotive	2,043.93
Total 5606 Auto Maintenance & Repair				2,043.93
5648 K9 Unit				
Check	08/30/2022	4340	Antommarchi, Steven	1,038.83
Total 5648 K9 Unit				1,038.83

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

Type	Date	Num	Name	Amount
Total Police Department				8,992.38
Public Works Department				
5748 Landscaping Services				
Bill	08/05/2022	Invoice...	D & D Commercial Landscape Management	1,916.57
Bill	08/05/2022	Invoice...	D & D Commercial Landscape Management	1,325.41
Total 5748 Landscaping Services				3,241.98
Total Public Works Department				3,241.98
Services				
5804 Attorney Fees				
Check	08/16/2022	Debit	Law Office of Dorwin L. Sargent III, PLLC	5,546.25
Check	08/30/2022	Debit	Law Office of Dorwin L. Sargent III, PLLC	7,890.00
Total 5804 Attorney Fees				13,436.25
5808 Codification				
Bill	08/04/2022	Invoice...	CivicsPlus	2,718.99
Total 5808 Codification				2,718.99
5818 Inspections				
Bill	08/04/2022	Invoice...	Build by I-Codes	5,720.00
Bill	08/08/2022	July 20...	Finney Code Consultants, LLC	1,120.00
Total 5818 Inspections				6,840.00
5826 Municipal Judge				
Check	08/01/2022		Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00
Total Services				24,045.24
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Check	08/23/2022	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,292.65
Total 5902 Bldg Maintenance/Supplies				2,292.65
5908 Street Lighting				
Check	08/23/2022	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,157.10
Total 5908 Street Lighting				3,157.10
5910 Telephone				
Check	08/01/2022	Debit	Level 3 Communic DESAUTO PAY	1,323.77
Check	08/30/2022	Debit	Level 3 Communic DESAUTO PAY	1,323.77
Total 5910 Telephone				2,647.54
Total Utilities & Maintenance				8,097.29
Total Expense				1,136,271.92
Net Ordinary Income				-1,136,271.92
Net Income				-1,136,271.92



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: 08/01/2022 - 08/31/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.1619%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 8/31/22 WAS 0.999771.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,022,213.54
08/30/2022	ACH WITHDRAWAL	6142917	404,836.58 -	3,617,376.96
08/31/2022	MONTHLY POSTING	9999888	7,336.67	3,624,713.63
	ENDING BALANCE			3,624,713.63

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,022,213.54
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	404,836.58
TOTAL INTEREST	7,336.67
ENDING BALANCE	3,624,713.63
AVERAGE BALANCE	3,996,095.05

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	404,836.58	22,492.72





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: 08/01/2022 - 08/31/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.1619%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 8/31/22 WAS 0.999771.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,618.31
08/31/2022	MONTHLY POSTING	9999888	17.69	9,636.00
	ENDING BALANCE			9,636.00

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,618.31
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	17.69
ENDING BALANCE	9,636.00
AVERAGE BALANCE	9,618.31

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	53.93





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: 08/01/2022 - 08/31/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.1619%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 8/31/22 WAS 0.999771.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			597,588.97
08/31/2022	MONTHLY POSTING	9999888	1,097.24	598,686.21
	ENDING BALANCE			598,686.21

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	597,588.97
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	1,097.24
ENDING BALANCE	598,686.21
AVERAGE BALANCE	597,588.97

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	1,174.06	0.00	3,348.71





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: 08/01/2022 - 08/31/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.1619%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 8/31/22 WAS 0.999771.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			80,711.02
08/31/2022	MONTHLY POSTING	9999888	148.17	80,859.19
	ENDING BALANCE			80,859.19

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	80,711.02
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	148.17
ENDING BALANCE	80,859.19
AVERAGE BALANCE	80,711.02

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	452.25





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: 08/01/2022 - 08/31/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.1619%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 8/31/22 WAS 0.999771.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			5,625,062.45
08/10/2022	ACH WITHDRAWAL	6142135	325,000.00 -	5,300,062.45
08/31/2022	MONTHLY POSTING	9999888	9,902.86	5,309,965.31
	ENDING BALANCE			5,309,965.31

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	5,625,062.45
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	325,000.00
TOTAL INTEREST	9,902.86
ENDING BALANCE	5,309,965.31
AVERAGE BALANCE	5,394,417.29

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	2,000,000.00	1,264,700.00	32,893.22





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: 08/01/2022 - 08/31/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.1619%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 8/31/22 WAS 0.999771.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			95,272.70
08/31/2022	MONTHLY POSTING	9999888	174.96	95,447.66
	ENDING BALANCE			95,447.66

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	95,272.70
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	174.96
ENDING BALANCE	95,447.66
AVERAGE BALANCE	95,272.70

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	533.87



**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2022-0915-__**

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 15th day of September, 2022.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

Participating Authorities:

[entities]

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

RECITALS

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

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

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

I. ADMINISTRATION

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

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

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

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

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

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$13 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

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

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

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

Election Day – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (October 6, 2022) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

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

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

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

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

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

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

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

VI. EARLY VOTING

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

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

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

Early Voting:

Monday, October 24, 2022 through Friday, October 28, 2022; 8am – 5pm

Saturday, October 29, 2022; 7am – 7pm

Sunday, October 30, 2022; 11am-5pm

Monday, October 31, 2022 through Friday, November 4, 2022; 7am-7pm.

Election Day:

Tuesday, November 8, 2022; 7am – 7pm

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

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

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

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

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

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

X. RUNOFF ELECTIONS

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

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

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Tuesday, December 13, 2022, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

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

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

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

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

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

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

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

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

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

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

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

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

XIII. RECORDS OF THE ELECTION

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

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections

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

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

XIV. RECOUNTS

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

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

XV. MISCELLANEOUS PROVISIONS

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

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

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$46.135
Voter Registration Clerk	\$33.760 - \$51.822
Technology Resources Coordinator	\$59.547
Elections Technician	\$42.000 - \$45.530
Voter Registration Coordinator	\$44.431
Training Coordinator	\$55.650
Election Coordinator	\$38.056

XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

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

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

[costs]

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TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2022-09-_____

AN ORDINANCE OF THE TOWN COUNCIL OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY DESIGNATING CERTAIN TRACTS OF LAND DESCRIBED AS AN APPROXIMATELY 18.8530 GROSS ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; AS PD (PLANNED DEVELOPMENT); PROVIDING THAT SUCH TRACTS OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE PLANNED DEVELOPMENT ZONING DISTRICT DESIGNATION FOR THE SUBJECT PROPERTY; PROVIDING A PRELIMINARY SITE PLAN; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Title 7, Chapter 211.003 of the Texas Local Government Code empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the owner/representative of an approximately 18.8530 gross acres of land described on Exhibit "A" attached hereto and incorporated herein (the "Property"), has applied for a zoning designation of PD (Planned Development) District; and

WHEREAS, such application further requested an amendment to the official Zoning District Map of the Town in accordance with the zoning ordinance of the Town; and

WHEREAS, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of the Town, and after considering the information submitted at that public hearing and all other relevant information and materials, the Planning and Zoning Commission of the Town has forwarded to the Town Council its favorable recommendation regarding the adoption of the amendment to the Comprehensive Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of this Town, and after considering the information submitted at that public hearing and all other relevant information and materials, including the character of the Property and its suitability for particular uses and development, with a view of encouraging the most appropriate use of the Property, the Town Council made a finding that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the Town Council has determined that there is a necessity and need for the change in zoning and that the proposed change is consistent with the Comprehensive Land Use Plan of the Town.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety, and welfare.

SECTION 3
REZONING

The zoning ordinance of the Town of Hickory Creek, Texas, the same being the Town's Comprehensive Zoning Ordinance, as it exists on the date of the adoption of this Ordinance (the "Comprehensive Zoning Ordinance") is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, definitions, phrases, and words are not amended but are hereby ratified and affirmed:

- A. The zoning of the Property hereby designates PD (Planned Development) District for use in accordance with the requirements of this Ordinance and all other applicable ordinances, rules, and regulations of the Town. Requirements of this Ordinance are more specifically described and set forth in Exhibits "B" and "C", which are attached hereto and incorporated herein for all purposes and shall apply to the "PD" Planned Development unless otherwise specified in such Exhibits.

- B. The development standards for this Planned Development are attached hereto as Exhibit "B" and are incorporated herein as if copied in their entirety. Such development standards shall be adhered to in carrying out the development of the Property in accordance with this Ordinance and shall individually and collectively constitute conditions precedent to the granting of any Certificate of Occupancy and building permit for all structures within this Planned Development.

- C. A conceptual site plan for the Property is attached hereto as Exhibit "C" and incorporated herein as if copied in its entirety.

SECTION 4
APPLICABLE REGULATIONS

Except as otherwise provided in this Ordinance, the Property shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town, including, but not limited to, the Town's subdivision ordinance, building codes, requirements concerning preliminary and comprehensive site plans, landscape plans, and tree preservation. It shall be unlawful for any person, firm, or corporation to make sure of said premises in some manner other than as outlined by this Ordinance.

SECTION 5
ZONING MAP

The Town Secretary is hereby directed to mark and indicate on the official Zoning District Map of the Town the zoning change herein made.

SECTION 6
CUMULATIVE

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.

SECTION 7
SAVINGS

All rights and remedies of the Town of Hickory Creek, Texas, are expressly saved as to any and all violations of the provisions of any other Ordinance affecting regulations governing and regulating the zoning of land 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 8
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase, or word 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 this Ordinance, and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 9
PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues. If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 10
PUBLICATION

The Town Secretary of the Town of Hickory Creek is hereby directed to publish the Caption, Penalty, and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

SECTION 11
ENGROSSMENT AND ENROLLMENT

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

SECTION 12
EFFECTIVE DATE

This ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek,
Texas, this 15th day of September, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A
Legal Description

BEING a tract of land situated in the H.H. Swisher Survey, Abstract Number 1220, Denton County, Texas, conveyed to Reserve at Hickory Creek LLC, according to the document filed of record in Document Number 2021-133395 Deed Records Denton County, Texas (D.R.D.C.T.) said tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found in the north line of Turbeville Road for the southeast corner of that tract of land conveyed to KSW Holdings Hickory Creek, LP. according to the document filed of record in Document Number 2018-111193 (D.R.D.C.T.) same being the common southwest corner of this tract;

THENCE with the east line of said KSW Holdings tract, same being common with the west line of this tract the following five (5) courses and distances:

North 0°52'13" West, a distance of 820.00 feet;

North 89°07'47" East, a distance of 10.00 feet;

North 0°52'13" West, a distance of 10.00 feet;

South 89°07'47" West, a distance of 10.00 feet;

North 0°52'13" West, a distance of 432.47 feet to a 1/2" iron rod found in the south line of that tract of land conveyed to Shirley Mae Goldfield & Alan Harvey Goldfield according to the document filed of record in Document Number 2013-575.60 (D.R.D.C.T.), for the northeast corner of the above-mentioned KSW Holdings tract, same being the northwest corner of this tract;

THENCE North 89°49'53" East, with the south line of said Goldfield tract, same being common with the north line of this tract, a distance of 653.80 feet to the northwest corner of Enclave of Hickory Creek, an addition to the Town of Hickory Creek according to the plat filed of record in Document Number 2013-198 Plat Records Denton County, Texas and being the common northeast corner of this tract;

THENCE South 0°47'22" East, with the west line of said Enclave of Hickory Creek, same being common with the east line of this tract, a distance of 1256.06 feet to an "X" cut in concrete, set at the base of a wall, in the north line of the above-mentioned Turbeville Road for the southeast corner of this tract;

THENCE with said north line the following three (3) courses and distances:

South 89°50'23" West, a distance of 200.96 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°06'11" West, a distance of 416.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 87°58'34" West, a distance of 34.78 feet to the **POINT OF BEGINNING** and containing 821,237 square feet or 18.8530 acres of land.

Exhibit B
DEVELOPMENT STANDARDS

Planned Development District (“PD”) for all uses in “TH-1” Townhouse District (the “Ordinance”) with exceptions and conditions as noted below. The Development Standards shall cover the property as detailed in the legal description attached as Exhibit A and depicted in Exhibit C hereto (the “Concept Plan”)

1. Area, unit, building, and lot regulations shall be modified to allow for the following:
 - a. Maximum unit count shall not exceed 245 residential lots. No additional density requirements shall apply.
 - b. Each residential unit shall be platted lot.
 - c. No minimum front, side, or rear yard setback.
 - d. No minimum side yard setback adjacent to the street.
 - e. Minimum lot width is 20 feet.
 - f. Minimum lot depth is 50 feet.
 - g. Minimum lot area is 1,000 square feet.
 - h. No maximum lot coverage requirement.
 - i. Minimum square footage for each unit shall be 1,000 square feet.
 - j. Minimum separation between building shall be 10 feet, measured from wall to wall.
 - k. Fire rated walls are required.
 - l. Individual units shall be sprinkled for fire suppression with annual inspections required.
 - m. Maximum number of continuously attached units shall not exceed eight (8).
 - n. Maximum of 3 stories, no additional height restrictions.
 - o. Three story residential units shall be positioned in the interior of the development.
 - p. Proposed building shall be setback a minimum of 20’ from exterior boundary of the development.
 - q. All building elevations shall be 100% masonry.
 - r. All single family attached will have rear entry garage access from a dedicated public street or alley.
2. All streets, alleys, and on-street parking shall be public and not privately owned and maintained and shall be a minimum of six (6”) inches thick of concrete using 4000-psi reinforced concrete.
 - a. Residential Street: Twenty-Six-foot (26’) pavement, measured from back of curb to back of curb, in variable width right-of-way (ROW) with Five-foot (5’) Utility Easement. ROW line will be minimum one and one-half (1.5’) feet behind the back of curb.
 - b. Mews Alley: Twenty-Four-foot (24’) pavement, with no curbs, within thirty-foot (30’) right-of way.
 - c. Alley: Sixteen-foot (16’) pavement, with no curbs, within eighteen-foot (18’) right-of-way with five-foot (5’) Utility Easement.
 - d. All curbs shall be mountable by design.
 - e. Speed limit within the development shall not exceed 20 mph.
3. Any parks and/open space requirements shall be fully satisfied by the green space and amenities depicted on the Concept Plan.

4. Parking Requirements shall only consist of the following:
 - a. Minimum 2-car garage per unit located a minimum of three (3') from dedicated public street or alley right-of-way be provided for each dwelling unit.
 - b. Minimum 0.5 parking spaces per unit for guest parking, no maximum.
5. The developer of the Property shall install a minimum eight (8') foot board on board wood fence along the west property lines with development. The existing fence along the east, north and south property lines shall be utilized with the development and satisfy the screening requirement. No additional screening requirements shall apply.
6. Fencing for all other residential lots shall be eight feet (8'), board on board, pre stained spruce or better fence with steel posted mounted on the inside so as not to be visible from street. All lots adjacent to any greenbelt, area, open space, or park shall require a standard height of five feet (5') ornamental metal fencing. Gates in residential fencing to public spaces shall be prohibited.
7. For single-family lots, and prior to any occupancy of the dwelling, a minimum of one (1) tree with a minimum caliper of three (3'') inches, measured at a point six (6') feet above ground level shall be required for all lots and shall be located within the front of the lot, or nearby common area. Trees may be ornamental or shade tree.
8. The developer of the Property shall create a homeowners' association to maintain the common areas, open spaces, landscaping, screening, and other commonly owned facilities. The developer is responsible for drafting the HOA documents pertaining to the HOA's responsibilities to maintain these areas and include notification to homeowners within the Property. Prior to approval of the Final Plat, a document establishing the HOA shall be submitted to the Town for review and approved by the Town for conformance with all requirements and other applicable ordinances.
9. Exhibit C (Concept Plan) is attached to depict the general location and size of lots. Until final platting of the Property, flexibility to change the layout of Exhibit C shall be allowed assuming the other terms herein are met. If a discrepancy arises between the TH-1 standards and this PD, then the Concept Plan shall supersede.
10. The Property shall comply with all other Subdivision Requirements as outlined in the Code of Ordinances of the Town of Hickory Creek.
11. Zoning and primary platting reviews and Town approvals for this development shall occur simultaneously. Early grading shall also be allowed by the Town following the Town's initial review of the grading and drainage plans.
12. The Reserve at Hickory Creek development shall be subject to a tree inventory, tree preservation, and tree mitigation requirements of the Town of Hickory Creek.



September 12, 2022
AVO 37638.200

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

**RE: The Reserve at Hickory Creek – Preliminary Plat
5th Review**

Dear Ms. Chadoir:

Halff Associates received a request from the Town of Hickory Creek to review a Preliminary Plat application for The Reserve at Hickory Creek on August 3, 2022. The surveyor/engineer is Kimley-Horn and Associates, Inc. The owner/applicant is Market Space Capital.

2nd Review Submittal Received: August 11, 2022
3rd Review Submittal Received: August 15, 2022
4th Review Submittal Received: September 6, 2022
5th Review Submittal Received: September 12, 2022

Halff has reviewed the Preliminary Plat and offers the following comments. Please note the Preliminary Drainage Study is under review by separate letter, and acceptance of the Preliminary Plat should be contingent upon acceptance of the Preliminary Drainage Study.

Refer to the markup for all comments.

Preliminary Plat

1. Please note the proposed detention ponds will require a Stormwater Facilities Maintenance Agreement (to also include the retaining walls). This will not be executed until acceptance of Construction Plans.
2nd Review: Applicant has acknowledged.
2. Include dimension, description and recording information for ROW and easements adjacent to the property being developed.
2nd Review: Addressed.
3. Please show the limits of the 100-year floodplain and floodway as defined by FEMA.
2nd Review: No FEMA floodplain within or adjacent to property.
4. A floodplain easement will be required to encompass the fully developed 100-year water surface elevation plus one foot of freeboard or 10 feet of horizontal distance, whichever is greater.
2nd Review: Applicant has acknowledged and will include in final plat and construction plans. The boundary of the floodplain easement will be determined as part of the ongoing drainage study.
5. The planned detention ponds will require an emergency spillway encompassed by a drainage easement that directs overflow either to the stream or to ROW.
2nd Review: Applicant has acknowledged and will include in final plat and construction plans.
6. The location and width of sidewalks are required. Sidewalks are required to connect each lot to a public sidewalk within ROW or easement. Sidewalk easements must cover the sidewalk plus 2 feet each side.

2nd Review: Applicant will include sidewalk easements in the final plat after the location of sidewalks is determined in the construction plans. A note was added to the preliminary plat to require sidewalks to each residential lot.

7. Include gross acreage for all non-residential lots, acreage for residential use, acreage of streets, parks and other non-residential uses.

2nd Review: Not addressed. Sheet 1 has a note referring to a Lot Table on Sheet 2, which I assume contains this information. However, there is no Lot Table on the plat Sheet 2 submitted.

3rd Review: Not addressed. Lot table included but needs lines and summation of the acreage for the different uses.

4th Review: Addressed.

8. Property ownership and recording information is missing for all adjacent properties.

2nd Review: Addressed.

9. Correct the approval block to be per Town ordinance.

2nd Review: Addressed.

10. Use “X” lot nomenclature. For instance, instead of “OSAD-01, Block L,” use Lot “6X, Block L.”

2nd Review: Addressed.

11. Describe the lots and blocks contained in this plat in the Title Block (Lots 1-5, 1X, Block L, etc.)

2nd Review: Addressed.

12. Update the notes to reflect information for this plat.

2nd Review: Addressed.

13. Include note about building setback lines not being shown because there is no minimum setback in the Planned Development zoning.

2nd Review: Not addressed.

3rd Review: Addressed.

14. Identify and dimension all proposed easements.

2nd Review: Not addressed.

3rd Review: Addressed.

15. Drainage easements for detention ponds should encompass the pond plus 10’ around the perimeter.

2nd Review: Acknowledged. Applicant has shown drainage easements covering the full X lots containing detention ponds. Required boundary will be determined by ongoing drainage study and will be adjusted if necessary for final plat.

16. Turbeville Road ROW is missing dimension and recording information.

2nd Review: Addressed.

17. Please make dimensions of streets clearer. Check all dimensions for accuracy and consistency. Clearly show 27 feet to back-of-curb to back-of-curb and 13 feet to front-of-curb each side of the centerline.

2nd Review: Not addressed. It looks as though they point to the same location and thus the two dimensions don’t add up to the overall dimension. Please move these to point to curb locations or otherwise make this clearer.

3rd Review: Not addressed. Dimensions are wrong in some locations; dimensions don’t match typical sections. Please check and correct all dimensioning to match the typical sections approved by the Planned Development zoning.

4th Review: Not fully addressed. Some dimensions still not correct and matching typical sections. See markup.

5th Review: Addressed.

18. Proposed ROW should be minimum 1.5 feet behind back of curb throughout. Some corner clips are within 1.5 feet.

2nd Review: Addressed.

19. Alleys require minimum 18-foot ROW. Show the ROW on each side and dimension.

- 2nd Review: Not addressed. ROW line not shown on west side of alley and 5-foot utility easement required by PD standards not shown.
3rd Review: Addressed.
20. What is the plan for the alley at the 10-foot square leave out from the property on the west boundary? The plan currently shows the pavement edge going across the property line.
2nd Review: Not addressed.
3rd Review: Not fully addressed. It appears the intent may be for the owner of “Tract 2” to dedicate 2.5 feet of ROW. The note needs to be clearer if that’s the intent. If there is an agreement with the adjacent property owner to dedicate the ROW, provide documentation.
4th Review: Addressed.
21. Show a radius at the alley intersections.
2nd Review: Not addressed. Showing ROW with radius but pavement is not.
3rd Review: Addressed.
22. Minimum guest parking required by PD is met (0.5 spaces per dwelling x 230 dwellings = 115 required. 116 provided). Check requirements for handicap accessible parking spaces and provide accordingly if required. Notwithstanding TDLR requirements, provide at least one van-accessible space in each of the parking space banks on either side of the detention pond on Street H and Street G.
2nd Review: Not addressed.
3rd Review: Addressed. Addition of 2 ADA spaces on east side resulted in one less space but will still meet the minimum required by PD. Update the number of spaces on the eastern side of the pond to 21.
4th Review: Addressed
23. Correct the typical sections on Sheet 2:
a. Labels show Section A-A, B-B, and C-C. These are not shown on the plan view. Change titles to reflect Street, Mews Alley, and Alley.
b. Correct the proposed ROW and add dimensioning to clearly show lanes and ROW for the street typical section.
c. Correct the alley pavement width to 16 feet.
2nd Review: Addressed.
24. Streets must be named in Preliminary Plat per Town Subdivision Ordinance.
3rd Review: Names added but applicant needs to consult with Town staff on names. It’s not clear where Summer Sky and Summer Shore Loop begin and end. Summer Shore Loop needs to be split into two north-south streets and Summer Sky needs to run from Golden Field to the Service Road. Mews alleys must have “Mews” on the end of the name to identify it as such for emergency services. The Service Roads and Alley A need names.
4th Review: Addressed except Mews alleys on northern end. See markup.
5th Review: Addressed.
25. Please identify the gray boxes in the legend or remove if inadvertent.
3rd Review: Addressed.
26. No Lot Table on Sheet 2 as noted in the second note.
3rd Review: Addressed.
27. Please update the date of preparation.
3rd Review: Addressed.
28. Dimension lines for lot depths missing throughout.
5th Review: Addressed.
29. It’s hard to determine if the solid line along the rear of lots in Blocks A and B are lot lines or easement lines. Please clarify.
5th Review: Addressed.

Site Plan

1. Describe the lots and blocks contained in this plat in the Title Block (Lots 1-5, 1X, Block L, etc.)
2nd Review: Addressed.
2. Identify and dimension all easements.
2nd Review: Addressed.
3. Show sidewalks with crosswalk locations.
2nd Review: Sidewalks shown, though details will need to be refined in construction plans. Signs cannot be placed in curb ramps; all curb ramps must have a receiving ramp on the opposite side of the street; need midblock crosswalks to connect sidewalks on each side of Streets H and G. This is not a full review of the sidewalk layout, but are some of the main items noted on a cursory review of the layout.
3rd Review: Mostly addressed. Midblock crossings are not shown as requested.
4th Review: Addressed.
4. Include building locations, sizes, and dimensions. Can use a typical drawing to show typical building sizes on various proposed lots.
2nd Review: Not addressed.
3rd Review: Not addressed.
4th Review: Partially addressed. Engineer's response indicates no information is available at this time. Applicant included typical floor plans and elevations with the submittal.
5. Include Site Data Summary Table:
 - a. Zoning
 - b. Proposed Use
 - c. Building Area
 - d. Building Height
 - e. Area of impervious surface
 - f. Total required and provided parking (per PD and/or ordinance), including required and provided ADA parking
 - g. Number of dwelling units2nd Review: Not addressed.
3rd Review: Addressed, but need to list the required and provided spaces rather than refer to PD and ordinance. See markup.
4th Review: Addressed.
6. Update notes for this site plan.
2nd Review: Addressed.
7. Include all line types. ROW is missing from the Legend.
2nd Review: Partially addressed. ROW line type added, though there are other symbols and shading not identified, such as sidewalk and signs.
3rd Review: Addressed.
8. Dimension the distance to nearest street for both proposed street connections.
2nd Review: Not addressed.
3rd Review: Not addressed.
5th Review: Addressed.
9. If FEMA floodplain is located within the site, show the boundary.
2nd Review: Addressed. No FEMA floodplain on this site plan.
10. Include land use, zoning, subdivision name, recording info, and ownership of adjacent properties.
2nd Review: Not addressed.
3rd Review: Partially addressed. Land use and zoning of adjacent properties not included.
4th Review: Addressed.

11. In the Fencing and Lot Notes, modify the fifth note regarding rear-yard fencing requirements to meet the standards set by the PD, namely that the wood fencing must be pre-stained spruce or better with steel posts mounted on the inside so as not to be visible from the street. In the sixth note, include a sentence stating that gates in residential fencing to public spaces shall be prohibited.
2nd Review: Not addressed.
3rd Review: Not addressed.
4th Review: Addressed.
12. How is the ditch along the eastern boundary accessed today and how does it get maintained? There is a stone wall on north and south end that blocks all access to the lot except through this property. Once a fence is placed on the eastern boundary there will be no physical access to the ditch.
4th Review: Addressed. Note added to indicate property to be maintained by others. Drainage study will need to show that stormwater is not being blocked by construction of the new fence along the boundary line.
30. There is an existing sidewalk along Turbeville. Please show sidewalk as existing and show proposed connections.
5th Review: Addressed.

Landscape Plan

1. Show and label fences, screening walls, etc.
2nd Review: Not addressed.
3rd Review: Addressed, but check the callout for the fence on the western and eastern boundaries. The fencing notes say the western fence is proposed and eastern fence existing. The callouts show the opposite. The callout on the western fence is an existing wood fence and the existing fence is not wood.
4th Review: Addressed.
2. Show floodplain, drainage ways, and/or creeks, if any.
2nd Review: Addressed.
3. Correct the scale.
2nd Review: Addressed.
4. Tree survey including existing and preserved trees' location, size, and species not included with this submittal.
2nd Review: Not addressed.
3rd Review: Addressed.
5. Proposed plant materials and landscaping materials not included with this submittal.
2nd Review: Not addressed.
3rd Review: Addressed.
6. Please include a note to indicate the type and placement of irrigation system.
2nd Review: Not addressed.
3rd Review: Addressed.
7. Show or note that for single-family lots, and prior to any occupancy of the dwelling, a minimum of one (1) tree with a minimum caliper of three (3) inches, measured at a point six (6) feet above ground level shall be required for all lots and shall be located within the front of the lot, or nearby common area. Trees may be ornamental or shade tree.
2nd Review: Not addressed.
3rd Review: Not addressed.
4th Review: Addressed.
8. The proposed fence is shown outside the property boundary. Is that correct?
4th Review: Addressed.



Ms. Chris Chaudoir
Town of Hickory Creek
September 12, 2022
Page 6

Sincerely,

HALFF ASSOCIATES, INC.

TBPELS Engineering Firm No. 312

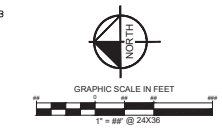
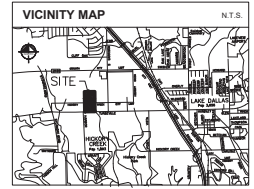
A handwritten signature in blue ink, appearing to read "Lee Williams".

Lee Williams, PE

Consulting Engineer for the Town of Hickory Creek

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

Attachments: Site Plan Markup



LINE TYPE LEGEND

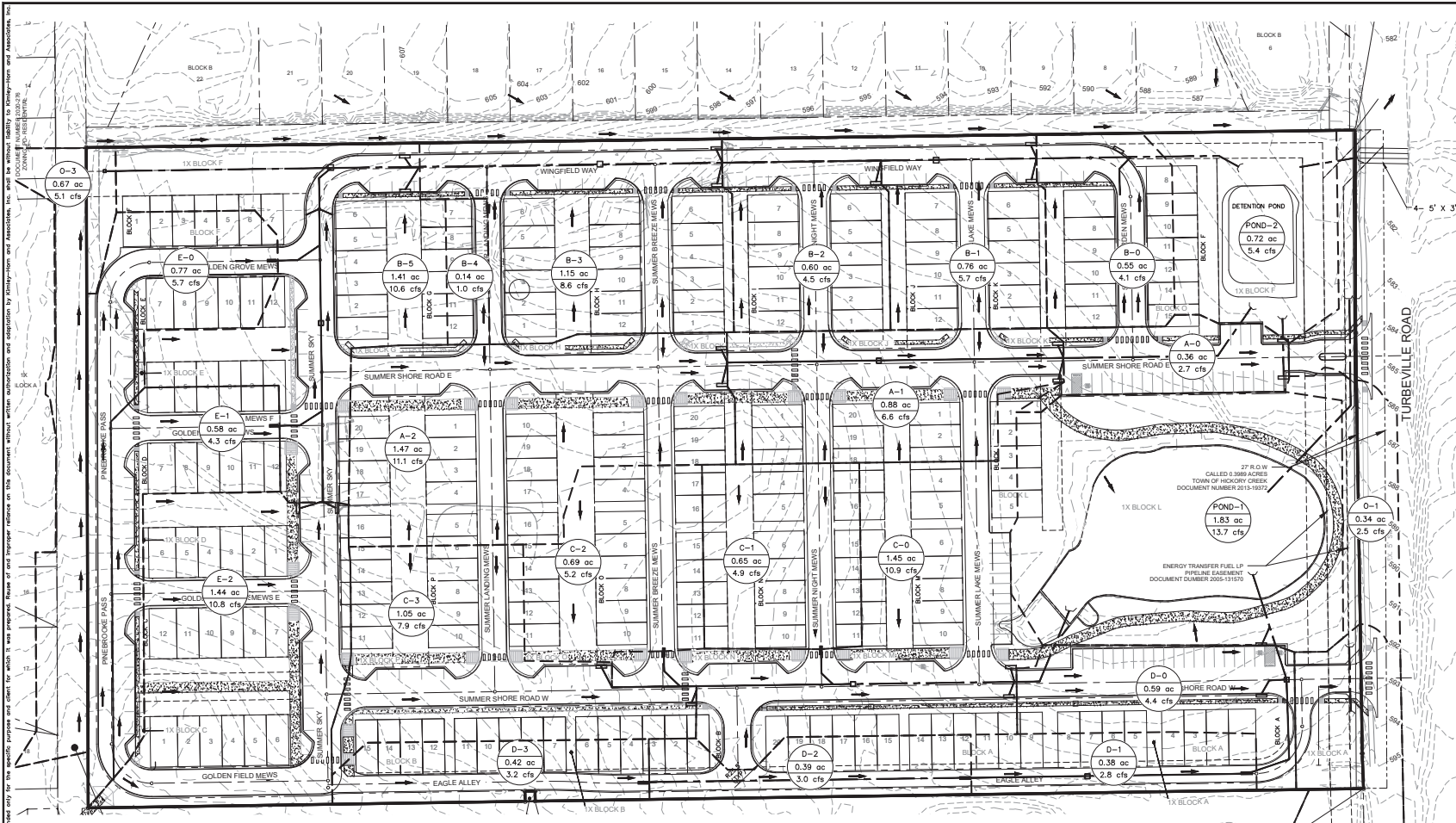
---	BOUNDARY LINE
---	EXISTING LINE
---	PROPOSED LINE
---	FLOW DIRECTION LINE

NOTES:

ACCORDING TO MAP NOS. 4812105350 DATED 4/18/2011 AND 4812105350 DATED 4/18/2011 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA Labeled as "ZONE AE" - BASE FLOOD ELEVATIONS DETERMINED. (1) THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURE THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

PROPOSED DETENTION PONDS WILL REQUIRE AS STIPULATED FACILITIES MAINTENANCE AGREEMENT TO BE COMPLETED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR CIVIL INFRASTRUCTURE.

A FLOODPLAIN EASEMENT SHALL ENCOMPASS THE FULLY DEVELOPED 100-YEAR WATER SURFACE ELEVATION PLUS ONE FOOT OF FREEBOARD OR 10 FEET OF HORIZONTAL DISTANCE, WHICHEVER IS GREATER. THE ENTIRETY OF LOT 1X, BLOCK 1, SHALL BE CONSIDERED A DRAINAGE DETENTION AND FLOODPLAIN EASEMENT. ONLY A PORTION OF LOT 1X, BLOCK 1, SHALL BE CONSIDERED A DRAINAGE DETENTION AND FLOODPLAIN EASEMENT, AND THE FINAL LIMITS WILL BE DETERMINED DURING THE DEVELOPMENT OF THE DETENTION PLANS. THE PROPOSED DETENTION PONDS SHALL HAVE AN EMERGENCY SPILLWAY ENCOMPASSED BY THE DRAINAGE EASEMENT AND DIRECTLY FLOW TO EITHER A STREAM OR A ROW.



DRAINAGE AREA TABLE

DRAINAGE AREA NO.	AREA (ac)	FREQUENCY FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I" (in/hr)	TOTAL FLOW Q(100) (cfs)
A-0	0.36	1.25	0.65	10	9.24	2.7
A-1	0.88	1.25	0.65	10	9.24	6.6
A-2	1.47	1.25	0.65	10	9.24	11.1
B-0	0.55	1.25	0.65	10	9.24	4.1
B-1	0.76	1.25	0.65	10	9.24	5.7
B-2	0.60	1.25	0.65	10	9.24	4.5
B-3	1.15	1.25	0.65	10	9.24	8.6
B-4	0.14	1.25	0.65	10	9.24	1.0
B-5	1.41	1.25	0.65	10	9.24	10.6
C-0	1.45	1.25	0.65	10	9.24	10.9
C-1	0.65	1.25	0.65	10	9.24	4.9
C-2	0.69	1.25	0.65	10	9.24	5.2
C-3	1.05	1.25	0.65	10	9.24	7.9
D-0	0.59	1.25	0.65	10	9.24	4.4
D-1	0.38	1.25	0.65	10	9.24	2.8
D-2	0.42	1.25	0.65	10	9.24	3.0
D-3	0.38	1.25	0.65	10	9.24	2.8

DRAINAGE AREA TABLE

DRAINAGE AREA NO.	AREA (ac)	FREQUENCY FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I" (in/hr)	TOTAL FLOW Q(100) (cfs)
D-2	0.39	1.25	0.65	10	9.24	3.0
D-3	0.42	1.25	0.65	10	9.24	3.2
E-0	0.77	1.25	0.65	10	9.24	5.7
E-1	0.58	1.25	0.65	10	9.24	4.3
E-2	1.44	1.25	0.65	10	9.24	10.8
O-1	0.34	1.25	0.65	10	9.24	2.5
O-2	1.01	1.25	0.65	10	9.24	7.6
O-3	0.67	1.25	0.65	10	9.24	5.1
POND-1	1.83	1.25	0.65	10	9.24	13.7
POND-2	0.72	1.25	0.65	10	9.24	5.4

**AREA O-3 IS DRAINING WITHIN THE ADJACENT PROPERTY AND OUTFALLING ALONG THE EASTERN OPEN SPACE OUTSIDE OF THIS TRACT.

**RETAINING WALL PREVENTS ANY OFFSITE RUNOFF FROM ENTERING THE NORTH SIDE OF THE PROPERTY. NO OUTFALL WILL BE CONVEYED THROUGH THE SITE.

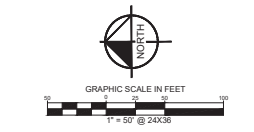
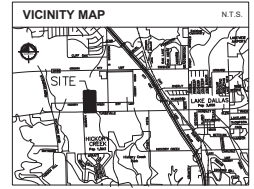
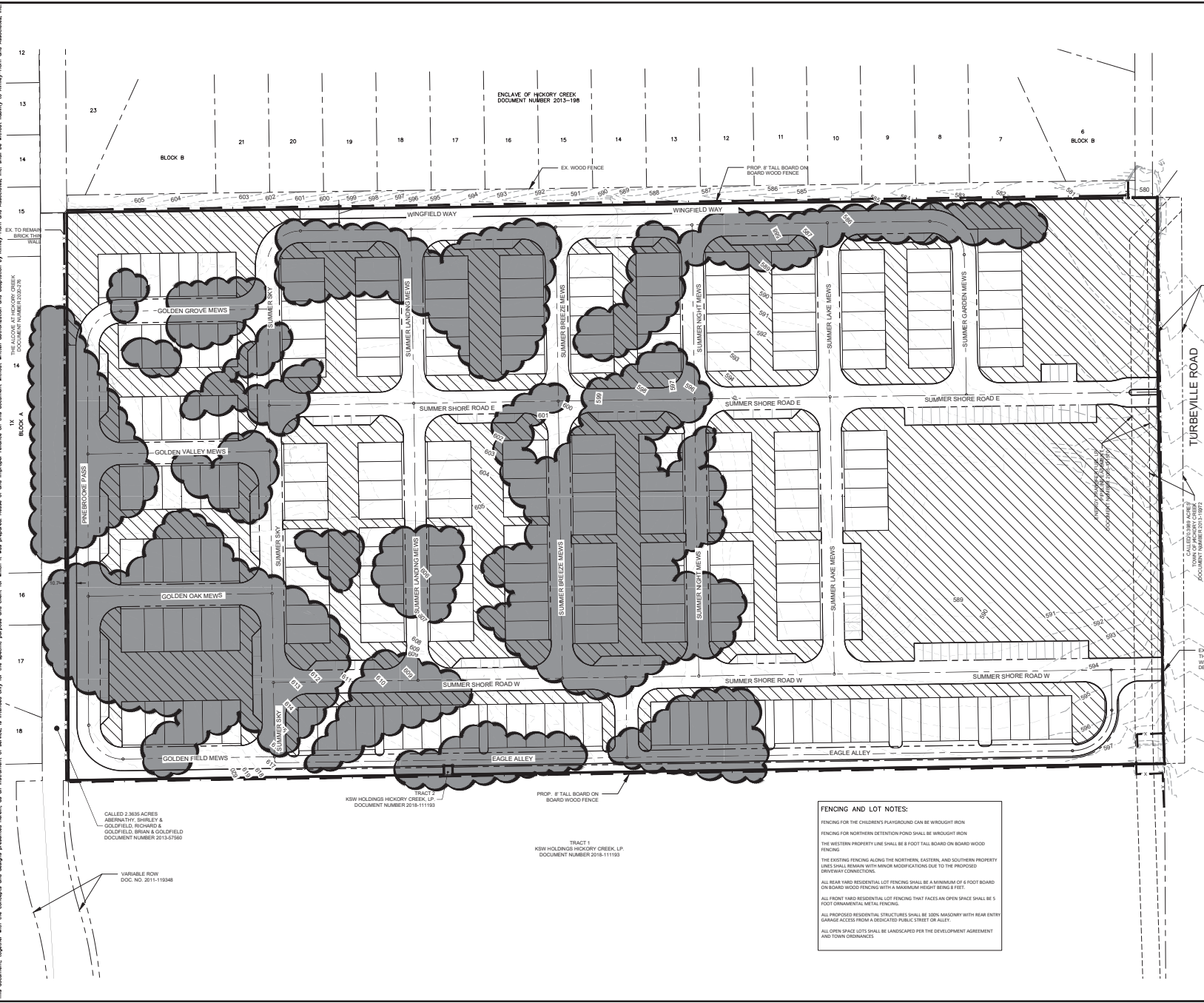
CITY PROJECT NUMBER: 2021-133395

PRELIMINARY DRAINAGE PLAN
FOR
RESERVE AT HICKORY CREEK
BLOCK A, LOT 1-12, BLOCK B LOT 1-15, BLOCK C-E, LOT 1-12, BLOCK F LOT 1-15,
BLOCK G-K, LOT 1-12, BLOCK L, LOT 1-5, BLOCK M, LOT 1-20,
230 RESIDENTIAL LOTS/ 16 BLOCKS/ 17 OPEN SPACES
BEING 18.85ACRES

OUT OF THE
H.H. Swisher Survey SURVEY, ABSTRACT NO. 1220
IN THE
TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

OWNER: MARKET SPACE CAPITAL 1401 ELM ST. #2012 DALLAS, TX 75202 TEL: (214) 758-9784 CONTACT: TAYLOR STINNETT DIRECTOR OF OPERATIONS DALLAS CONTACT: 469-501-2200	DEVELOPER: MARKET SPACE CAPITAL 1401 ELM ST. #2012 DALLAS, TX 75202 TEL: (214) 758-9784 CONTACT: TAYLOR STINNETT DIRECTOR OF OPERATIONS DALLAS CONTACT: 469-501-2200	ENGINEER/SURVEYOR: Kimley-Horn 400 N. Oaklawn Dr. Suite 105 Dallas, TX 75202 TEL: (469) 251-2200 CONTACT: 469-501-2200			
DESIGNED: []	DRAWN: []	CHECKED: []	SCALE: []	DATE: []	PLAN PROJECT NO.: []
XXX	XXX	XXX	AS SHOWN	AUGUST 2022	PROJECT NUMBER: []

THIS DOCUMENT, TOGETHER WITH THE CONCEPT AND DESIGN PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE, IS ISSUED ONLY FOR THE SPECIFIC PURPOSE AND OBJECT FOR WHICH IT WAS PREPARED, AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A WARRANTY OF ANY KIND. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS THAT MAY OCCUR DURING THE CONSTRUCTION OF THE PROJECT. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS THAT MAY OCCUR DURING THE CONSTRUCTION OF THE PROJECT.



LANDSCAPE LEGEND

	BOUNDARY LINE
	EXISTING TREE TO REMOVE
	OPEN SPACE/LANDSCAPED AREA
	RIGHT-OF-WAY
	BRICK THIN WALL
	BOARD ON BOARD WOOD FENCE

- NOTES:**
- THE CLOUDED AREAS DESIGNATE TREES TO BE REMOVED. TREES ALONG PROPERTY LINES ARE APPROXIMATE.
 - FENCING, SCREENING, PARKS, OPEN SPACE IMPROVEMENTS, AND TRAILS SHALL BE CONSISTENT WITH THE DEVELOPMENT AGREEMENT.
 - THERE IS NOT FLOODPLAIN ON SITE PER FEMA PANEL NO. 48121C0535G WITH THE EFFECTIVE DATE OF 4/18/2011.
 - ALL EXISTING TREES ONSITE ARE PROPOSED TO BE REMOVED & MITIGATED FOR BY THE DEVELOPER/OWNER. SPECIES, SIZE, & HEALTH SHOWN ON SHEET 2 OF THE LANDSCAPE PLAN.
 - OPEN SPACE HATCHING SHOWN ON SITE SHALL BE LANDSCAPED & IRRIGATED PER THE TOWN STANDARDS. FINAL MATERIALS TO BE SELECTED DURING THE CONSTRUCTION PLAN REVIEW PROCESS.
 - SINGLE FAMILY LOTS, AND PRIOR TO ANY OCCUPANCY OF THE DWELLING, A MINIMUM OF ONE (1) TREE WITH A MINIMUM CALIPER OF THREE (3) INCHES, MEASURED AT A POINT SIX (6) FEET ABOVE GROUND LEVEL SHALL BE REQUIRED FOR ALL LOTS AND SHALL BE LOCATED WITHIN THE FRONT OF THE LOT, OR NEARBY COMMON AREA. THERE MAY BE ORNAMENTAL TREE OR SHADE.
 - ALL PROPOSED FENCING SHALL BE ALONG THE COMMON PROPOSED LINE. THE LINES ARE SHOWN OFFSET FROM THE PROPOSED LINE FOR VISUAL PURPOSES.

CITY PROJECT NUMBER: 2021-133395

PRELIMINARY LANDSCAPE PLAN

FOR
RESERVE AT HICKORY CREEK
 BLOCK A, LOT 1-20, BLOCK B LOT 1-15, BLOCK C LOT 1-12, BLOCK F LOT 1-15,
 BLOCK G, LOT 1-12, BLOCK H, LOT 1-5, BLOCK I, LOT 1-20,
 230 RESIDENTIAL LOTS/ 16 BLOCKS/ 17 OPEN SPACES
 BEING 18.85 ACRES
 OUT OF THE
 H.H. Swisher Survey SURVEY, ABSTRACT NO. 1220
 IN THE
TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

OWNER: MARKET SPACE CAPITAL 1401 ELM ST., #2012 DALLAS, TX 75202 Tel: (214) 736-8784 Contact: TAYLOR STINNETT DIRECTOR OF OPERATIONS - DALLAS	DEVELOPER: MARKET SPACE CAPITAL 1401 ELM ST., #2012 DALLAS, TX 75202 Tel: (214) 736-8784 Contact: TAYLOR STINNETT DIRECTOR OF OPERATIONS - DALLAS	ENGINEER/SURVEYOR: Kimley-Horn 400 N. Oaklawn Dr., Suite 105 Dallas, TX 75202 Tel: (469) 501-2200 Contact: 469-501-2200				
DESIGNED: []	DRAWN: []	CHECKED: []	SCALE: []	DATE: []	PROJECT NO.: []	1 OF 2

FENCING AND LOT NOTES:

FENCING FOR THE CHILDREN'S PLAYGROUND CAN BE WREIGHT IRON
 FENCING FOR NORTHERN DETENTION FOOD SHALL BE WREIGHT IRON
 THE WESTERN PROPERTY LINE SHALL BE 8 FOOT TALL BOARD ON BOARD WOOD FENCING
 THE EXISTING FENCING ALONG THE NORTHERN, EASTERN, AND SOUTHERN PROPERTY LINES SHALL REMAIN WITH MINOR MODIFICATIONS DUE TO THE PROPOSED DRIVEWAY CONNECTIONS.
 ALL REAR HOME RESIDENTIAL LOT FENCING SHALL BE A MINIMUM OF 8 FOOT BOARD ON BOARD WOOD FENCING WITH A MAXIMUM HEIGHT BEING 8 FEET.
 ALL FRONT HOME RESIDENTIAL LOT FENCING THAT FACES AN OPEN SPACE SHALL BE 5 FOOT ORNAMENTAL METAL FENCING.
 ALL PROPOSED RESIDENTIAL STRUCTURES SHALL BE 100% MASONRY WITH REAR ENTRY GARAGE ACCESS FROM A DEDICATED PUBLIC STREET OR ALLEY.
 ALL OPEN SPACE LOTS SHALL BE LANDSCAPED PER THE DEVELOPMENT AGREEMENT AND TOWN ORDINANCES.

CALLED 2.3635 ACRES
 ALTERNATIVELY, SHIRLEY &
 GOLDFIELD, RICHARD &
 GOLDFIELD, BRIAN & GOLDFIELD
 DOCUMENT NUMBER 2013-57560

VARIABLE ROW
 DOC. NO. 2011-11948

TRACT 2
 KSW HOLDINGS HICKORY CREEK LP
 DOCUMENT NUMBER 2018-11193

TRACT 1
 KSW HOLDINGS HICKORY CREEK LP
 DOCUMENT NUMBER 2018-11193

PROP. 8' TALL BOARD ON BOARD WOOD FENCE

VARIABLE ROW
 DOC. NO. 2013-19372

VARIABLE ROW
 DOC. NO. 2013-19372

EX. TO REMAIN BRICK THIN WALL WITH WREIGHT IRON DETAILING

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2022-09-____

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY AMENDING AN EXISTING DESIGNATION ON CERTAIN TRACTS OF LAND DESCRIBED AS AN APPROXIMATELY 7.22 ACRES BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN FROM ITS CURRENT ZONING OF SF-1 RESIDENTIAL DISTRICT TO SF-3 RESIDENTIAL DISTRICT; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE SF-3 RESIDENTIAL ZONING DISTRICT DESIGNATION FOR THE SUBJECT PROPERTY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR REZONING; PROVIDING FOR APPLICABLE REGULATIONS; PROVIDING FOR ZONING MAP; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Title 7, Chapter 211.003 of the Texas Local Government Code empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the owner/representative of a 7.22 acres of land described on Exhibit "A" attached hereto and incorporated herein (the "Property"), has applied for a zoning change from its current zoning of SF-1 Residential District to SF-3 Residential District; and

WHEREAS, such application further requested an amendment to the official Zoning District Map of the Town in accordance with the zoning ordinance of the Town; and

WHEREAS, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of the Town, and after considering the information submitted at that public hearing and all other relevant information and materials, the Planning and Zoning Commission of the Town has forwarded to the Town Council its favorable recommendation regarding the adoption of the amendment to the Comprehensive Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of this Town, and after considering the information submitted at that public hearing and all other relevant information and materials, including the character of the Property and its suitability for particular uses and development, with a view of encouraging the most appropriate use of the Property, the Town Council made a finding that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the Town Council has determined that there is a necessity and need for the change in zoning and that the proposed change is consistent with the Comprehensive Land Use Plan of the Town.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety, and welfare.

SECTION 3
REZONING

The zoning ordinance of the Town of Hickory Creek, Texas, the same being the Town's Comprehensive Zoning Ordinance, as it exists on the date of the adoption of this Ordinance (the "Comprehensive Zoning Ordinance") is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, definitions, phrases, and words are not amended but are hereby ratified and affirmed:

The zoning of the Property is hereby changed from its current zoning of SF-1 Residential District to SF-3 Residential District for use in accordance with the requirements of this Ordinance and all other applicable ordinances, rules, and regulations of the Town.

SECTION 4
APPLICABLE REGULATIONS

Except as otherwise provided in this Ordinance, the Property shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town, including, but not limited to, the Town's subdivision ordinance, building codes, requirements concerning preliminary and comprehensive site plans, landscape plans, and tree preservation. It shall be unlawful for any person, firm, or corporation to make sure of said premises in some manner other than as outlined by this Ordinance.

SECTION 5
ZONING MAP

The Town Secretary is hereby directed to mark and indicate on the official Zoning District Map of the Town the zoning change herein made.

SECTION 6
CUMULATIVE

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.

SECTION 7
SAVINGS

All rights and remedies of the Town of Hickory Creek, Texas, are expressly saved as to any and all violations of the provisions of any other Ordinance affecting regulations governing and regulating the zoning of land 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 8
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase, or word 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 this Ordinance, and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 9
PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

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

SECTION 10
PUBLICATION

The Town Secretary of the Town of Hickory Creek is hereby directed to publish the Caption, Penalty, and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

SECTION 11
ENGROSSMENT AND ENROLLMENT

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

SECTION 12
EFFECTIVE DATE

This ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this 15th day of September, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A – PROPERTY DESCRIPTION

Being all that certain tract of land situated in the J. Ramsey Survey, Abstract Number 1075, Town of Hickory Creek, Denton County, Texas and being all of a called Tract 2 described in the deed of Bessie Bernice Richey Allen as recorded in Document Number 2006-84519, Real Property Records of said County: the subject tract being more particularly described as follows:

Beginning at a capped iron rod stamped “4561” for the Southeast corner of Lot 4-A, of Lots 1-A through 4-A, Block A of Hook-Main Addition, an addition to said Town, according to the Amending plat thereof recorded in Cabinet X, Page 406, Plat Records of said County, being in the West line of a tract of land described in the deed to the Town of Hickory Creek, Texas, as recorded in Document Number 2008-13158, of said Real Property records, and being in the Northeast corner of said Tract 2;

Thence South 00 degrees 03 minutes 15 seconds West with said common line along and near a fence a distance of 389.99 feet to a capped iron rod stamped “4561” found for the Southeast corner of said Tract 2 and the Northeast corner of Tract 3 of said Document Number 2006-84519;

Thence North 89 degrees 56 minutes 59 seconds West with said common line a distance of 805.69 feet to a mag nail set in the middle of Hook Street for the Northwest corner of said Tract 3 and the Southwest corner of said Tract 2;

Thence North 00 degrees 05 minutes 09 seconds West with the West line thereof and with said Street to a distance of 389.90 feet to a mag nail set for the Northwest corner of said Tract 2;

Thence South 89 degrees 57 minutes 22 seconds East with the North line thereof passing a capped iron rod stamped “4561” for the Southwest corner of Lot 1-A of said addition at 29.94 feet, and continuing with said common line a total distance of 806.64 feet to the **Place of Beginning** and enclosing 7.22 acres of land more or less.



September 15, 2022
AVO 37638.200

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

**RE: Garth Addition – Preliminary and Final Plat
2nd Review**

Dear Ms. Chaudoir:

Halff Associates received a request from the Town of Hickory Creek to review applications for a Preliminary Plat and Final Plat for Garth Addition, Lot 1, Block A on August 17, 2022. The surveyor is Eagle Surveying, LLC. The owner is Melissa J. Stone and Denver J. Stone.

2nd Review Submittal Received: September 12, 2022

Halff has reviewed the Preliminary and Final Plats and offers the following comments.

Preliminary and Final Plat

1. The title block and dedication statement refer to Lot 1, but it is labeled Lot 2 on the plat.
2nd Review: Addressed.
2. Please verify the boundary of the US Corps of Engineers (USACE) flowage easement. Typically, it follows the 537-foot contour line and is not a straight line.
2nd Review: The surveyor is basing the location of the easement off a line shown on the FEMA flood insurance rate map (FIRM) for this area. Information available from the USACE describes the flowage easement as being the 537-foot elevation contour line around the entire lake, unless otherwise documented. The plat should show the USACE flowage easement's approximate boundary line as the 537-foot contour unless the recorded easement document indicates otherwise. The easement should also include the recording document identification. In any case, this plat will not change the actual flowage easement boundary, even if shown incorrectly.
3. Please include building line setbacks as required by zoning ordinance.
2nd Review: Addressed.

Sincerely,

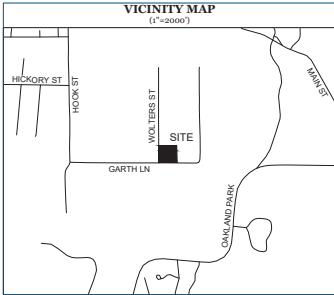
HALFF ASSOCIATES, INC.
TBPELS Engineering Firm No. 312

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

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

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

Attachments: Plat markup

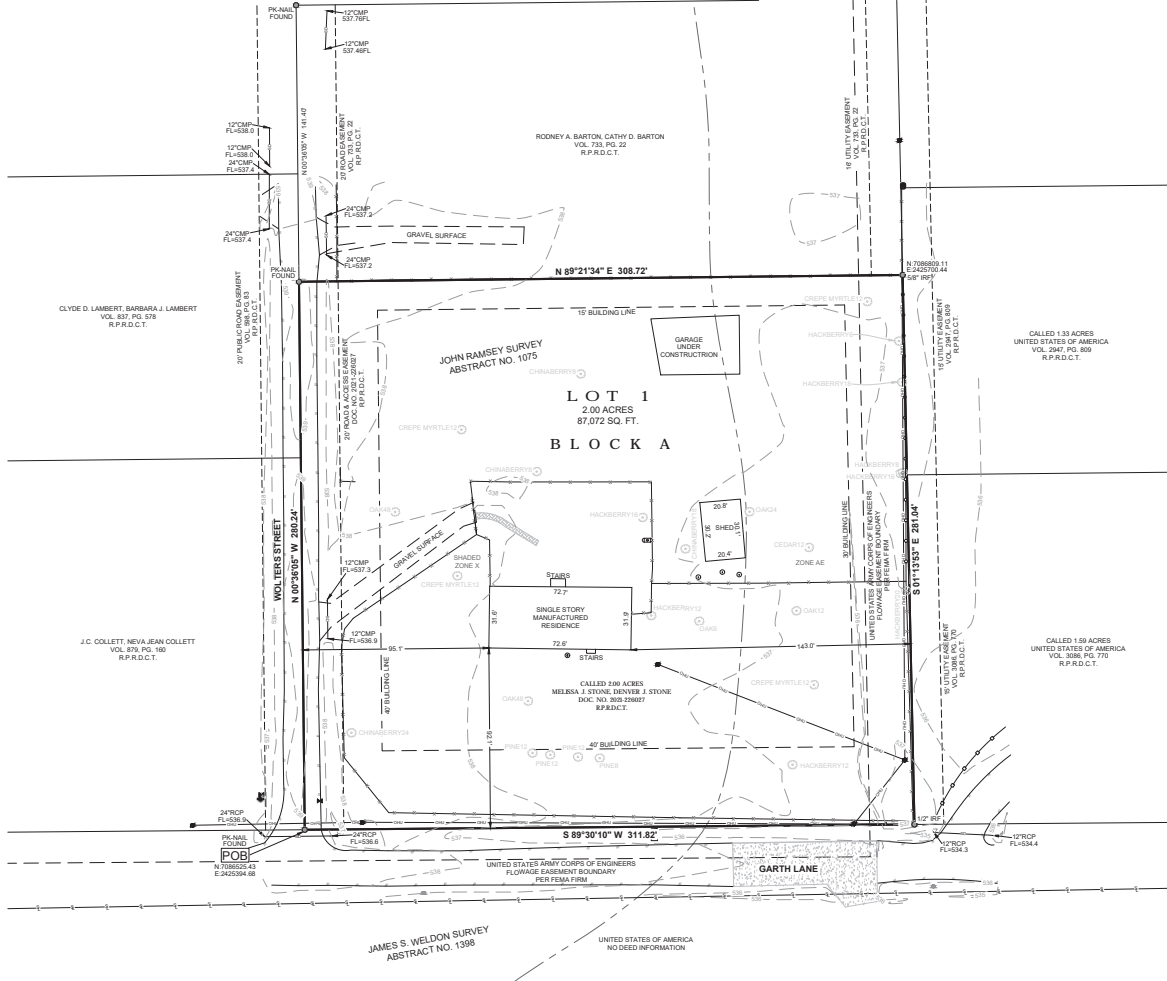


- GENERAL NOTES**
- 1.) The purpose of this plat is to create one lot of record from an unplatted tract of land.
 - 2.) This property is located in "Zone AE" and "Shaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 as shown on Map Number 48121C0355G.
 - 3.) The grid coordinates shown on this plat are based on GPS observations utilizing the AITerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
 - 4.) Setting a portion of this addition by metes and bounds is a violation of Town Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
 - 5.) All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
 - 6.) The bearings shown on this plat are based on GPS observations utilizing the AITerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

- LEGEND**
- PG = PAGE
VOL = VOLUME
POB = POINT OF BEGINNING
IRF = IRON ROD FOUND
DOC. NO. = DOCUMENT NUMBER
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
— SURVEY/ABSTRACT LINE
- | | |
|--------------------|-----------------|
| Sanitary Clean Out | Iron Fence |
| Septic Lid | Wire Fence |
| Water Valve | Edge of Asphalt |
| Fire Hydrant | Edge of Gravel |
| Power Pole | Brick |
| Sign | Concrete |
| Propane Tank | |

SURVEYOR
Eagle Surveying, LLC
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009

OWNER
Melissa J. Stone
Denver J. Stone
160 Cedarcrest Lane
Lewisville, TX 75077



CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

THAT I, **MATTHEW RAABE**, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Development Ordinance of the Town of Hickory Creek, Texas.

PRELIMINARY
this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Matthew Raabe, R.P.L.S. # 6402 _____ Date _____

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **MATTHEW RAABE**, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2022.

Notary Public in and for the State of Texas _____

TOWN APPROVAL BLOCK

Recommended for Approval _____ Date _____

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

Approved For Preparation of Final Plat _____ Date _____

Mayor
Town of Hickory Creek, Texas

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, **MELISSA J. STONE AND DENVER J. STONE** are the owners of a 2.00 acre tract of land out of the John Ramsey Survey, Abstract Number 1075, situated in the City of Hickory Creek, Denton County, Texas, being all of a called 2.00 acre tract conveyed to Melissa J. Stone and Denver J. Stone by General Warranty Deed of record in Document Number 2021-226027 of the Real Property Records of Denton County, Texas, and being more particularly described, as follows:

BEGINNING, at a PK-nail found in the North right-of-way line of Garth Lane, near the center of Wolters Street, being the Southeast corner of a tract of land conveyed to J.C. Collett and Neva Jean Collett by deed of record in Volume 879, Page 160 of said Real Property Records, also being the Southwest corner of said 2.00 acre tract.

THENCE, N00°36'05"W, along said Wolters Street, being along the West line of said 2.00 acre tract, also being in part along the East line of said Collett tract, and also being in part along the East line of a tract of land conveyed to Clyde D. Lambert and Barbara J. Lambert by deed of record in Volume 837, Page 573 of said Real Property Records, a distance of 290.24 feet to a PK-nail found at the Southwest corner of a tract of land conveyed to Rodney A. Barton and Cathy D. Barton by deed of record in Volume 733, Page 22 of said Real Property Records, being the Northwest corner of said 2.00 acre tract, from which a PK-nail found in the Northwest corner of said Barton tract bears N00°30'00"W, a distance of 141.00 feet.

THENCE, N89°21'34"E, along the South line of said Barton tract, being the common North line of said 2.00 acre tract, a distance of 308.72 feet to a 5/8" iron rod found in the West line of a called 1.33 acre tract conveyed to the United States of America by deed of record in Volume 2947, Page 809 of said Real Property Records, being the Southeast corner of said Barton Tract, also being the Northeast corner of said 2.00 acre tract.

THENCE, S01°13'53"E, along the East line of said 2.00 acre tract, being in part the West line of said 1.33 acre tract, and also being in part the West line of a called 1.59 acre tract conveyed to United States of America by deed of record in Volume 3086, Page 770 of said Real Property Records, a distance of 281.04 feet to a 1/2" iron rod found in the North right-of-way line of Garth Lane, being the Northeast corner of said 1.59 acre tract, also being the Southeast corner of said 2.00 acre tract.

THENCE, S89°30'10"W, along the North right-of-way line of Garth Lane, being the common South line of said 2.00 acre tract, a distance of 311.82 feet to the **POINT OF BEGINNING** and containing an area of 2.00 Acres, or (87,072 Square Feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, **MELISSA J. STONE AND DENVER J. STONE**, do hereby adopt this plat designating the hereinabove described property as **GARTH ADDITION, LOT 1, BLOCK A**, an addition to the Town of Hickory Creek, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and easements shown thereon. The streets are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the Town of Hickory Creek. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Hickory Creek's use thereof. The Town of Hickory Creek and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Hickory Creek and public utility entities shall all lines have full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, catfiling, maintaining, repairing, testing meters, and adding to or removing all or parts of their respective systems without the necessity of any time procuring permission from anyone.

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

WITNESS, my hand, this _____ day of _____, 2022.

OWNER: MELISSA J. STONE AND DENVER J. STONE

BY: _____ Date _____

MELISSA J. STONE

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **MELISSA J. STONE**, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2022.

Notary Public in and for the State of Texas _____

OWNER: DENVER J. STONE

BY: _____ Date _____

DENVER J. STONE

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **DENVER J. STONE**, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2022.

Notary Public in and for the State of Texas _____

**PRELIMINARY PLAT
GARTH ADDITION
LOT 1, BLOCK A**

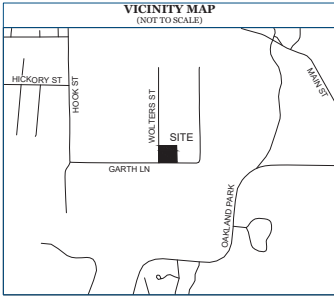
BEING 2.00 ACRES OF LAND SITUATED IN
JOHN RAMSEY SURVEY, ABSTRACT NO. 1075
THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

JOB NUMBER
2201.003-02

DATE
03/30/2022

DRAWN BY
TAR

Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177



- GENERAL NOTES**
- 1.) The purpose of this plat is to create one lot of record from an unplatted tract of land.
 - 2.) This property is located in "Zone AE" and "Shaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 as shown on Map Number 48121C0355G.
 - 3.) The grid coordinates shown on this plat are based on GPS observations utilizing the AITerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).
 - 4.) Selling a portion of this addition by metes and bounds is a violation of Town Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
 - 5.) All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
 - 6.) The bearings shown on this plat are based on GPS observations utilizing the AITerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).

LEGEND

PG = PAGE
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O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
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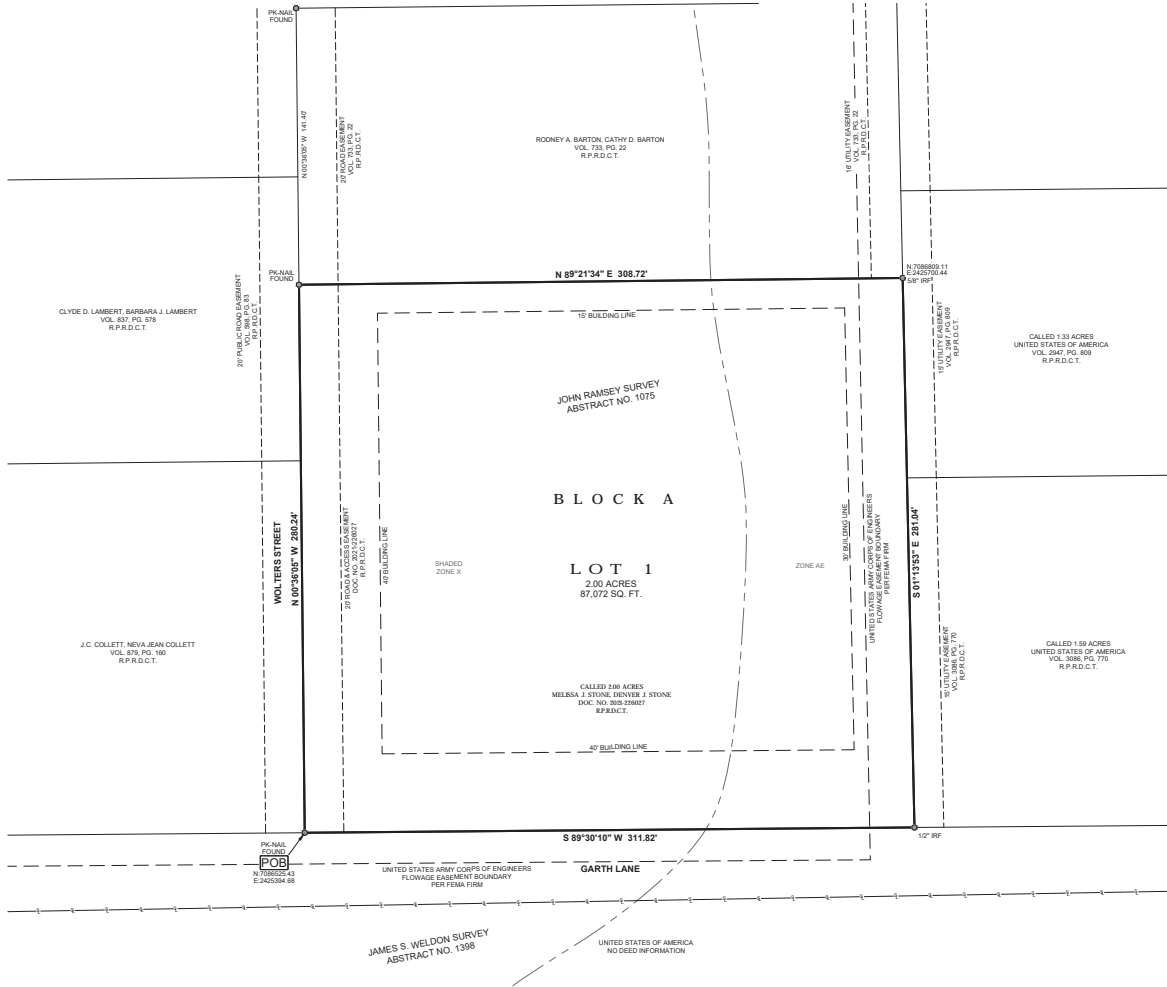
SURVEYOR
Eagle Surveying, LLC
222 S. Elm Street, Suite 200
Denton, TX 76201
(940) 222-3009

OWNER
Melissa J. Stone
Denver J. Stone
160 Cedarcrest Lane
Lewisville, TX 75077

JOB NUMBER
2201.003
DATE
03/30/2022
DRAWN BY
TAR



Eagle Surveying, LLC
222 South Elm Street
Suite: 104
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177



OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, MELISSA J. STONE AND DENVER J. STONE are the owners of a 2.00 acre tract of land out of the John Ramsey Survey, Abstract Number 1075, situated in the City of Hickory Creek, Denton County, Texas, being all of a called 2.00 acre tract conveyed to Melissa J. Stone and Denver J. Stone by General Warranty Deed of record in Document Number 2021-226027 of the Real Property Records of Denton County, Texas, and being more particularly described, as follows:

BEGINNING, at a PK-nail found in the North right-of-way line of Garth Lane, near the center of Wolters Street, being the Southeast corner of a tract of land conveyed to J.C. Collett and Neva Jean Collett by deed of record in Volume 879, Page 160 of said Real Property Records, also being the Southwest corner of said 2.00 acre tract.

THENCE, N00°36'05"W, along said Wolters Street, being along the West line of said 2.00 acre tract, also being in part along the East line of said Collett tract, and also being in part along the East line of a tract of land conveyed to Clyde D. Lambert and Barbara J. Lambert by deed of record in Volume 837, Page 573 of said Real Property Records, a distance of 293.24 feet to a PK-nail found at the Southwest corner of a tract of land conveyed to Rodney A. Barton and Cathy D. Barton by deed of record in Volume 733, Page 22 of said Real Property Records, being the Northwest corner of said 2.00 acre tract, from which a PK-nail found in the Northwest corner of said Barton tract bears N00°30'05"W, a distance of 141.40 feet.

THENCE, N89°21'34"E, along the South line of said Barton tract, being the common North line of said 2.00 acre tract, a distance of 308.72 feet to a 5/8" iron rod found in the West line of a called 1.33 acre tract conveyed to the United States of America by deed of record in Volume 2847, Page 809 of said Real Property Records, being the Southeast corner of said Barton Tract, also being the Northeast corner of said 2.00 acre tract.

THENCE, S01°13'53"E, along the East line of said 2.00 acre tract, being in part the West line of said 1.33 acre tract, and also being in part the West line of a called 1.59 acre tract conveyed to United States of America by deed of record in Volume 3086, Page 770 of said Real Property Records, a distance of 281.04 feet to a 1/2" iron rod found in the North right-of-way line of Garth Lane, being the Southwest corner of said 1.59 acre tract, also being the Southeast corner of said 2.00 acre tract.

THENCE, S89°30'10"W, along the North right-of-way line of Garth Lane, being the common South line of said 2.00 acre tract, a distance of 311.82 feet to the **POINT OF BEGINNING** and containing an area of 2.00 Acres, or (87,072 Square Feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, MELISSA J. STONE AND DENVER J. STONE, do hereby adopt this plat designating the hereinabove described property as **GARTH ADDITION, LOT 1, BLOCK A**, an addition to the Town of Hickory Creek, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and easements shown thereon. The streets are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the Town of Hickory Creek. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Hickory Creek's use thereof. The Town of Hickory Creek and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Hickory Creek and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, maintaining, repairing, restoring meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand, this _____ day of _____, 2022.

OWNER: MELISSA J. STONE AND DENVER J. STONE

BY: _____ Date _____

MELISSA J. STONE

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared MELISSA J. STONE, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2022.

Notary Public in and for the State of Texas _____

OWNER: DENVER J. STONE

BY: _____ Date _____

DENVER J. STONE

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared DENVER J. STONE, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2022.

Notary Public in and for the State of Texas _____

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

THAT I, **MATTHEW RAABE**, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Development Ordinance of the Town of Hickory Creek, Texas.

PRELIMINARY
this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Matthew Raabe, R.P.L.S. # 6402 _____ Date _____

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **MATTHEW RAABE**, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2022.

Notary Public in and for the State of Texas _____

TOWN APPROVAL BLOCK

Recommended for Approval _____

Chairman, Planning & Zoning Commission _____ Date _____
Town of Hickory Creek, Texas

Approved and Accepted _____

Mayor _____ Date _____
Town of Hickory Creek, Texas

The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the Garth Addition to the Town of Hickory Creek was submitted to the town council on the _____ day of _____, A.D. 20____, and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and said council further authorized the Mayor to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Town Secretary _____ Date _____
Town of Hickory Creek, Texas

FINAL PLAT
GARTH ADDITION
LOT 1, BLOCK A

BEING 2.00 ACRES OF LAND SITUATED IN
JOHN RAMSEY SURVEY, ABSTRACT NO. 1075
THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2022-09-_____**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK, TEXAS RATIFYING THE PROPERTY TAX
REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2022-2023
BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, Section 102.007 of the Texas Local Government Code provides in part that the adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax revenue increase reflected in the budget; and

WHEREAS, the Fiscal Year 2022-2023 Budget, as adopted, requires raising more property taxes than last year's budget by \$119,581 and of that amount \$119,581 is tax revenue to be raised from new property added to the tax roll this year.

WHEREAS, the Fiscal Year 2022-2023 Budget, as adopted, requires raising more revenue from property taxes than in the previous year, and the Town Council desires by adoption of this Ordinance to ratify the property tax revenue increase reflected in the Town's Fiscal Year 2022-2023 Annual Budget.

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

Section 1. The Hickory Creek Town Council, as the governing body of the Town of Hickory Creek, Texas, having adopted the Fiscal Year 2022-2023 Annual Budget that will require raising more revenue from property taxes than in the previous year, hereby ratifies the property tax increase reflected in the Fiscal Year 2022-2023 Annual Budget.

Section 2. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof.

Section 3. This Ordinance shall become effective from and after its date of passage in accordance with law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 15th day of September, 2022.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

Councilmember Gibbons	_____Aye	_____Nay	_____Absent
Councilmember DuPree	_____Aye	_____Nay	_____Absent
Councilmember Gordon	_____Aye	_____Nay	_____Absent
Mayor Pro Tem Kenney	_____Aye	_____Nay	_____Absent
Councilmember Theodore	_____Aye	_____Nay	_____Absent

APPROVED AS TO FORM:

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

NOTICE OF MEETING TO VOTE ON TAX RATE

A tax rate of \$0.270317 per \$100 valuation has been proposed by the governing body of TOWN OF HICKORY CREEK.

PROPOSED TAX RATE	\$0.270317 per \$100
NO-NEW-REVENUE TAX RATE	\$0.270317 per \$100
VOTER-APPROVAL TAX RATE	\$0.284143 per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for TOWN OF HICKORY CREEK from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that TOWN OF HICKORY CREEK may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is not greater than the no-new-revenue tax rate. This means that TOWN OF HICKORY CREEK is not proposing to increase property taxes for the 2022 tax year.

A PUBLIC MEETING TO VOTE ON THE PROPOSED TAX RATE WILL BE HELD ON September 15, 2022 AT 6:00PM AT 1075 Ronald Reagan Avenue, Hickory Creek, TX 75065.

The proposed tax rate is also not greater than the voter-approval tax rate. As a result, TOWN OF HICKORY CREEK is not required to hold an election to seek voter approval of the rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Town Council of TOWN OF HICKORY CREEK at their offices or by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal: Paul Kenney Mayor Pro Tem

Randy Gibbons

Chris Gordon

Richard DuPree

Ian Theodore

AGAINST the proposal:

PRESENT and not voting: Lynn C Clark Mayor

ABSENT:

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by TOWN OF HICKORY CREEK last year to the taxes proposed to be imposed on the average residence homestead by TOWN OF HICKORY CREEK this year.

	2021	2022	Change
Total tax rate (per \$100 of value)	\$0.307280	\$0.270317	decrease of -0.036963, or -12.03%
Average homestead taxable value	\$335,588	\$378,420	increase of 42,832, or 12.76%
Tax on average homestead	\$1,031.19	\$1,022.93	decrease of -8.26, or -0.80%
Total tax levy on all properties	\$2,287,723	\$2,409,808	increase of 122,085, or 5.34%

For assistance with tax calculations, please contact the tax assessor for TOWN OF HICKORY CREEK at 940-349-3500 or property.tax@dentoncounty.gov, or visit tax.dentoncounty.gov for more information.

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2022-09-_____**

**ACCEPTING THE 2022 AD VALOREM TAX ROLL AND
APPROVING THE 2022 AD VALOREM TAX RATE AND LEVY**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ACCEPTING THE 2022 CERTIFIED TAX ROLL FOR THE TOWN OF HICKORY CREEK; APPROVING THE 2022 AD VALOREM TAX RATE AND LEVYING \$0.270317 ON EACH ONE HUNDRED DOLLARS OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; PROVIDING FOR A DUE DATE AND DELINQUENCY DATE; PROVIDING FOR THE COLLECTION AND USE OF PENALTY AND INTEREST ON DELINQUENT TAXES; DIRECTING THE TAX ASSESSOR/COLLECTOR TO ASSESS AND COLLECT AD VALOREM PROPERTY TAXES; PROVIDING CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Hickory Creek has received and reviewed the 2022 certified property tax rolls submitted by the Denton Central Appraisal District; and

WHEREAS, the no-new-revenue tax rate and voter-approval tax rate have been duly calculated and published in the town's official newspaper as prescribed by Chapter 26, Section 26.04 of the Tax Code and in accordance with the rules and regulations of the Texas State Property Tax Board; and

WHEREAS, a budget appropriating revenue generated by the collection of ad valorem taxes for the use and support of the municipal government of the Town of Hickory Creek has been approved and adopted by the Town of Hickory Creek Council as required by Title Four (4), Section 102.009 of the Local Government Code.

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

**SECTION 1
APPROVING THE TAX RATE AND LEVY**

That there be and is hereby levied for the fiscal year 2022 on all taxable property, real personal and mixed, situated within the town limits of the Town of Hickory Creek, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.270317 on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

(a) For the purpose of defraying current expenses of the municipal government of the town, a tax of \$0.176495 on each One Hundred Dollars (\$100.00) assessed value of taxable property.

(b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the town not otherwise provided for, a tax of \$0.093822 on each One-Hundred Dollars (\$100.00) assessed value of taxable property which shall be applied to the payment of such interest and maturities of all outstanding bonds.

SECTION 2 **DUE DATE AND DELINQUENCY DATE**

All ad valorem taxes shall become due and payable on October 1, 2022, and all ad valorem taxes for the year shall become delinquent after January 31, 2023. There shall be no discount for payment of taxes prior to January 31, 2023. A delinquent tax shall incur all penalty and interest authorized by law, to wit: a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2023, incur an additional penalty of fifteen percent (15%) of the amount of taxes, penalty, and interest due; such additional penalty is to defray costs of collection due to contract with the Town Attorney pursuant to Section 6.30 of the Property Tax Code.

SECTION 3 **DIRECTION TO THE TAX ASSESSOR/COLLECTOR**

The Town of Hickory Creek has entered into an interlocal cooperative agreement with Denton County which designates Denton County as the tax assessor/collector for The Town of Hickory Creek and is hereby directed to assess and collect, for the fiscal year 2022-2023, the rates and amounts herein levied, when such taxes are collected, to distribute such collections in accordance with this ordinance and the provisions stated in the interlocal cooperative agreement.

SECTION 4 **PENALTY AND INTEREST**

All taxes shall become a lien upon the property against which assessed and the Town tax assessor/collector for the Town of Hickory Creek, Texas shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the Town of Hickory Creek, Texas. All delinquent ad valorem taxes and related penalties and interest for the tax years prior to 2022 which are collected during the fiscal year 2022-2023 shall be allocated to the general fund for maintenance and operation of the Town of Hickory Creek, Texas.

SECTION 5
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Hickory Creeks Texas except where the provision of this ordinance are in direct conflict with the provisions of such ordinances, in which even the conflicting provisions of such ordinances are hereby repealed.

SECTION 6
SEVERABILITY

That if any section, subsection paragraph, clause, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part of provision thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 7
ENGROSSMENT AND ENROLLMENT

The Town Secretary of the Town of Hickory Creek is hereby directed to engross and enroll this ordinance by copying the caption, publication clause, penalty clause, and effective date clause in the minutes of the Town Council of the Town of Hickory Creek and by filing this Ordinance in the ordinance records of the Town.

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
EFFECTIVE DATE

This ordinance shall be in full force and effect from the date after its date of passage and publication in the official newspaper.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 15th day of September, 2022.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

Councilmember Gibbons	_____	Aye	_____	Nay	_____	Absent
Councilmember DuPree	_____	Aye	_____	Nay	_____	Absent
Councilmember Gordon	_____	Aye	_____	Nay	_____	Absent
Mayor Pro Tem Kenney	_____	Aye	_____	Nay	_____	Absent
Councilmember Theodore	_____	Aye	_____	Nay	_____	Absent

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2022-0915-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, LCMUA, AND HARBOR GROVE WATER SUPPLY CORPORATION CONCERNING FIRE PROTECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement with LCMUA and Harbor Grove Water Supply Corporation concerning fire protection services (hereinafter the "Agreement") according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 15th day of September, 2022.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

services to the Harbor Grove neighborhood; and (3) Harbor Grove WSC acknowledges and agrees to LCMUA's placement of water facilities for fire protection services within the area covered by Harbor Grove WSC's CCN; and

WHEREAS, in light of budgetary constraints, the Town proposes providing water infrastructure for fire protection within the Harbor Grove neighborhood in phases, with the first two phases including fire protection infrastructure along the two rights of way depicted in Exhibits A and B to this Agreement; and

WHEREAS, the parties desire to enter into an Interlocal Agreement for the purposes of providing fire protection service to the Harbor Grove neighborhood, and intend for this Agreement to cover the proposed phase set forth in Exhibit A; and

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged on the terms and conditions hereinafter set forth, the parties agree as follows:

ARTICLE I TERM

This Agreement shall be effective on the date of execution hereof by the Town, LCMUA, and Harbor Grove WSC, and shall continue until the parties have satisfied all of their respective obligations, unless sooner terminated as provided herein.

ARTICLE II FIRE PROTECTION INFRASTRUCTURE AND FACILITIES

2.1 Right of Way and Permissions.

2.1.1 Town owns, manages and controls the right-of-way in the Harbor Grove neighborhood, and agrees that LCMUA may use the right-of-way to construct, install, maintain, and replace pipes, facilities, and other infrastructure necessary to provide fire protection services to the Harbor Grove neighborhood.

2.1.2 Harbor Grove WSC acknowledges and agrees that LCMUA may place and maintain water infrastructure and facilities for fire protection within the area covered by Harbor Grove WSC's Certificate of Convenience and Necessity ("CCN"). Harbor Grove WSC understands the Town and LCMUA may conduct the project to provide fire protection services to the Harbor Grove neighborhood. Harbor Grove WSC intends that its permission and agreement to allow LCMUA to place water infrastructure and facilities for fire protection within the area covered by Harbor Grove WSC's CCN to cover all phases of the project.

2.2 Engineering and Procurement.

2.2.1 LCMUA agrees to design and engineer the water infrastructure and facilities for fire protection services in, under, and along the rights-of-way identified in Exhibits A, respectively

known as the Project. LCMUA shall obtain for the materials (including embedment and sand), pipes, fire hydrants, meters and other equipment necessary for completion of the project.

2.2.2 Town agrees for all phases of the project to pay the actual cost for the materials (including embedment and sand), pipes, fire hydrants, meters and other equipment (including temporary fencing and portable toilets) for the placement of infrastructure and facilities necessary to provide water supply for fire protection purposes (hereinafter referred to collectively as “Materials”). The Town anticipates that the water infrastructure and facilities for fire protection services by LCMUA will occur as funding becomes available and appropriated by Town Council.

2.2.2.1 For the project, the parties estimate the cost for Materials is \$485,000; if the Materials for the project exceed \$485,000, Town may elect to proceed with the project, and appropriate the additional funds necessary to complete the Project.

2.2.2.2 The parties contemplate that LCMUA will obtain the Materials and rental equipment necessary for the project. LCMUA will invoice Town for the cost of Materials, and Town agrees to pay the invoice within 30 days of receipt. Town must notify LCMUA within 10 days of receipt of the invoice should Town dispute any amount or charge on LCMUA’s invoice; in the event the dispute cannot be resolved by the payment due date, Town agrees to timely pay all undisputed amounts.

2.2.3 Town agrees at its own cost and expense to procure the materials and perform any necessary repairs or replacement of the right-of-way in Harbor Grove following installation and construction of the water infrastructure and facilities for fire protection services by LCMUA.

2.3 Construction.

2.3.1 LCMUA agrees to provide the labor and to use its equipment for installation and construction of the water infrastructure and facilities for the project for fire protection services. LCMUA will install and construct the water infrastructure and facilities in accordance with LCMUA’s engineer’s designs and plans. The parties contemplate that LCMUA will complete installation and construction of the project for which the Town has appropriated materials within one (1) year.

2.3.2 Town understands and agrees that LCMUA will install and construct the water infrastructure and facilities, but is not responsible for any repair or replacement of the right-of-way. Town agrees at its own expense and cost to provide for repair and/or replacement of the right-of-way following LCMUA’s installation and construction of the water infrastructure and facilities for fire protection services in Harbor Grove.

2.3.3 Harbor Grove WSC agrees to grant LCMUA and Town a temporary construction easement (materials storage) as set forth in Exhibit A. This easement shall permit LCMUA, Town, and its employees and contractors’ access and use of the property identified in Exhibit A (materials storage) for storage of materials during the period of installation and construction of the water infrastructure and facilities for fire protection services, as well as for right-of-way repair and/or

replacement. Harbor Grove WSC agrees that the parties may place security fencing temporarily over and on the construction easement.

2.4 Maintenance.

2.4.1 After completion of the installation and construction, LCMUA shall maintain the water infrastructure and facilities for fire protection services in the Harbor Grove neighborhood.

2.4.2 Town shall continue to be responsible for the maintenance of the right-of-way in the Harbor Grove neighborhood.

ARTICLE III TERMINATION

3.1 Termination Events. This Agreement shall terminate upon any one of the following:

- (a) by written agreement of all the parties;
- (b) by either Town or LCMUA in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or
- (c) by any of the parties, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

3.2 In the event of an early termination, Town shall nevertheless be responsible for payment of the costs incurred by LCMUA for the materials, pipes, facility equipment, and any rental equipment necessary for the construction and installation of the necessary fire protection water facilities up to the date of termination.

3.3 Harbor Grove WSC agrees that its consent and acceptance of LCMUA water infrastructure and facilities for fire protection services within Harbor Grove WSC's CCN shall survive the termination of this Agreement.

ARTICLE IV MISCELLANEOUS

4.1 Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the express written consent of the parties hereto.

4.2 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth with the signature of the party.

4.3 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

4.5 Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

4.6 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

4.7 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.8 Each party warrants and agrees that the person signing on behalf of the party is an authorized representative with full authority to bind the party to the terms and conditions of this Agreement, and has the necessary authority to execute this Agreement on behalf of the undersigned party.

EXECUTED this ____ day of _____, 2022.

TOWN OF HICKORY CREEK, TEXAS

By: _____
Lynn Clark, Mayor

Attest: _____
Kristi K. Rogers, City Secretary

LAKE CITIES MUNICIPAL UTILITY AUTHORITY

By: _____
Mike Fairfield, General Manager

HARBOR GROVE WATER SUPPLY CORPORATION

By: _____
Rick Fengler, President

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2022-0915-__**

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 15th of September, 2022.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS § INTERLOCAL COOPERATION AGREEMENT
 § FOR ANIMAL SHELTER SERVICES
COUNTY OF DENTON §

This Interlocal Cooperation Agreement for Animal Shelter Services (“Agreement”) is entered as of the Effective Date by and between the Town of Hickory Creek (“Hickory Creek”), a Texas, a Texas general law municipality, and the City of Corinth (“Corinth”), a Texas home rule municipality. Hickory Creek and Corinth are referred to hereafter collectively as “Parties” and separately as a “Party.”

RECITALS

WHEREAS, as a service provided for the protection of the health and safety of the residents of Hickory Creek, Hickory Creek is engaged in the services of holding and disposing of stray dogs and cats; and

WHEREAS, Hickory Creek is the owner of certain facilities and equipment located at 970 Main Street, Hickory Creek, Texas (the “Shelter”) designed for the holding and disposition of dogs and cats and has in its employ trained personnel whose duties are related to the use and operation of the Shelter; and

WHEREAS, Corinth desires to obtain from Hickory Creek impoundment and disposition services for dogs and cats for the benefit of the citizens of Corinth and those others whom Corinth provides animal control services as more fully hereafter described; and

WHEREAS the Parties mutually desire this Agreement to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act and contract pursuant thereto; and

WHEREAS, Hickory Creek and Corinth individually have the authority to perform the services described in this Agreement in accordance with Texas Government Code §791.011 (c);

NOW, THEREFORE, for the mutual consideration hereinafter stated, Corinth and Hickory Creek agree as follows:

AGREEMENT

1. Term; Early Termination.

a. Term. The initial term of this Agreement shall begin on October 1, 2022, and end on September 30, 2023. The term of this Agreement shall be extended for periods of one (1) year each beginning on October 1st thereafter until terminated in accordance with this Agreement.

b. No-Fault Termination. In addition to such other means of termination set forth in this Agreement, either Party may terminate this Agreement at any time without cause by delivering written notice of termination not later than ninety (90) prior to the date of termination set forth in the notice.

c. Termination on Default. A Party (the “Non-Defaulting Party”) may immediately or on a date certain terminate this Agreement by providing written notice of termination to the other Party (the “Defaulting Party”) if (1) the Non-Defaulting Party provides written notice to the Defaulting Party detailing the nature of the Defaulting Party’s non-compliance with the provisions of this Agreement (“Default Notice”) and (2) the Defaulting Party fails to correct such non-compliance on or before the thirtieth (30th) day after receipt of the Default Notice.

d. Survival of Payment Obligations. Corinth’s obligations to pay Hickory Creek for services provided to Corinth in accordance with this Agreement and any remedies afforded to Hickory Creek in the event of non-payment shall survive the termination of this Agreement.

2. Holding of Dogs and Cats; Fees. Hickory Creek agrees to accept and hold at the Shelter dogs and cats (collectively hereafter “Animal” or “Animals”) lawfully impounded by authorized representatives of Corinth under the following terms and conditions:

a. Holding Period; Disposition of Animals. Hickory Creek agrees to hold Animals for the Standard Holding Period. For purposes of this Agreement, the “Standard Holding Period” shall commence on the day the Animal arrives at the Shelter (the “Intake Day”) and end 72 hours thereafter. If the Animal is not reclaimed within the Standard Holding Period, title to the Animal shall revert to Hickory Creek. Subject to applicable state law, an Animal may be placed for adoption or humanely destroyed by Hickory Creek at the discretion of the Shelter staff after the Standard Holding Period has concluded for the Animal.

b. Holding of Quarantine Animals. Hickory Creek agrees to accept and hold rabid suspects in quarantine for Corinth when conditions permit, and such action is authorized by a representative of Corinth.

c. Head Shipments and Rabies Testing. Hickory Creek agrees to provide for the removal and shipment of heads of rabid suspects for clinical rabies testing at the Texas Department of Health upon the request of the Animal’s owner and prepayment of all associated costs.

d. Fee. Corinth agrees to pay to Hickory Creek an annual payment of ONE HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED DOLLARS (\$123,700.00)

annually on November 1st for the duration of the Term (the “Annual Fee”). Corinth agrees Hickory Creek may assess, collect, and retain sums identified within the Hickory Creek Master Fee Schedule, as may be amended from time to time by Hickory Creek in its sole discretion, and which is hereby incorporated by reference for all purposes (the “Master Fee Schedule”) from owners of Animals without offset or credit against the Fee.

3. Shelter Responsibilities. Hickory Creek agrees to provide Corinth with full access to the Animal Control Center during the Animal Control Center’s regular hours for the impoundment and release of animals as necessary and to conduct any other duties as deemed necessary that are within the scope of this Agreement.

4. Suspension of Service. Hickory Creek shall have the right, without notice, to suspend the provision of services pursuant to this Agreement if any amount remains past due more than sixty (60) days after the receipt of invoice by Corinth for such amounts. Hickory Creek will resume the provision of the services under this Agreement on the first business day after receipt of the past due amount plus all accrued interest.

5. Collection of Owner Fees. Hickory Creek shall have the authority to collect holding, quarantine, rabies test, impoundment, adoption, surrender, and quarantine fees from the owners of animals received from Corinth at the same rate as charged to residents of Hickory Creek. The fees for impoundment, adoption, surrender, and quarantine will be set by Hickory Creek at the sole discretion of Hickory Creek. As of the Effective Date, the fees established by Hickory Creek are set forth in the Master Fee Schedule, attached hereto and incorporated herein by reference.

6. Party Responsibility.

a. Hickory Creek. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Hickory Creek under Texas or Federal law, or any other defenses Hickory Creek can assert under Texas or Federal law, Hickory Creek agrees to and accepts full responsibility for the negligent acts and/or omissions of all Hickory Creek officers, employees and agents in performance of this Agreement.

b. Corinth. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Corinth under Texas or Federal law, or any other defenses Corinth is able to assert under Texas or Federal law, Corinth agrees to and accepts full responsibility for the negligent acts and/or omissions of all Corinth officers, employees and agents in performance of this Agreement.

c. Joint Responsibility. If a claim or liability shall arise from the joint or concurring negligence of both Parties, it shall be borne by the Parties comparatively in accordance with the laws of the State of Texas.

d. No Waiver of Immunity. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

7. Miscellaneous.

a. Payment from Current Revenues. Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

b. Notices. Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Hickory Creek:
Town of Hickory Creek, Texas

Hickory Creek, Texas 75065
Attn: Town Administrator

With Copy to:
Dorwin L. Sargent, III
Law Office of Dorwin L. Sargent III, PLLC
624 W. University, #127
Denton, Texas, 76201

To Corinth:
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Attn: City Manager

With Copy to:
Patricia Adams
Messer, Rockefeller, & Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75201

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

c. Governing Law, Venue. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.

d. Responsibility. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or acts or omissions in the course of performance of this Agreement.

e. Relationship. It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

f. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

g. Exhibits; Recitals. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

h. Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

i. Headings; “Includes.” The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

j. Severability. The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

k. Assignment. No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.

l. Force Majeure. No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party’s respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party’s obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

n. Authorized Signatories. The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

o. Effective Date. This Agreement shall be effective on the date when it has been signed by the authorized representatives of all the Parties (“the Effective Date”).

p. Advisory Board. Each Party to this Agreement, and each municipality who receives contracted animal control services from either Party, may participate on the Hickory Creek Animal Advisory Board at the rate of one board member per municipality.

q. Permit Training. Not more frequently than _____, Hickory Creek shall provide training for animal registration to a representative from Corinth.

r. Corinth Animal Control Property. Corinth does hereby sell and convey to Hickory Creek the personal property described in the attached Exhibit A, and agrees to make, execute, acknowledge, and deliver such other instruments and documents, and take all such other actions as may be reasonably required in order to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

(Signatures on Following Pages)

SIGNED AND AGREED this _____ day of _____, 2022.

CITY OF CORINTH, TEXAS

BY: _____

BILL HEIDEMANN, MAYOR

BY: _____

CITY MANAGER

ATTEST: CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

PATRICIA ADAMS, CITY ATTORNEY

BY: _____

SIGNED AND AGREED this _____ day of _____, 2022.

TOWN OF HICKORY CREEK, TEXAS

BY: _____
LYNN C. CLARK, MAYOR

BY: _____
JOHN SMITH, TOWN ADMINISTRATOR

ATTEST:

KRISTI ROGERS, TOWN SECRETARY
BY: _____

APPROVED AS TO LEGAL FORM:

DORWIN L. SARGENT III, TOWN ATTORNEY
BY: _____

EXHIBIT A – PERSONAL PROPERTY TRANSFERRED TO HICKORY CREEK

Ford F-250 truck with animal box, VIN No. _____, including all permanently installed equipment such as in truck computer, radios, ticket writer etc.

All animal equipment, including catch poles, traps, cages etc.

Rabies tag machine.

Vision Committee					
	Name	Email	Phone Number	Address	Affiliation with the Town
1					Town Council Member
2					P&Z Commissioner
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Focus Group One (Neighborhood Associations, Community, Philanthropic, and/or Interest Groups & Residents)					
	Name	Email	Phone Number	Address	Affiliation with the Town
1					
2					
3					
4					
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15					

Focus Group Two (Developers, Business Community, Land Owners)					
	Name	Email	Phone Number	Address	Affiliation with the Town
1					
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Focus Group Three (Elected/Appointed Officials, Town Staff, ISD)					
	Name	Email	Phone Number	Address	Affiliation with the Town
1					Town Council Member
2					P&Z Commissioner
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