

NOTICE OF REGULAR MEETING OF THE TOWN COUNCIL REMOTE MEETING 1-888-475-4499 MEETING ID: 898 0728 8997 MONDAY, DECEMBER 28, 2020, 6:00 PM

AGENDA

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

Call to Order

Roll Call

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

Invocation

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

- 1. October 2020 Council Meeting Minutes
- 2. October 2020 Financial Statements
- 3. November 2020 Financial Statements
- 4. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 8 Offenses and Nuisances; Article 8.02 Fireworks.
- 5. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek and Halff & Associates for professional planning services for Development Stimulus Plan and GIS Zoning Map.
- 6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek, Texas and Joe Goddard Enterprises concerning siren maintenance.

Regular Agenda

- 7. Conduct a public hearing regarding an ordinance of the Town of Hickory Creek, Texas amending the Town's Code of Ordinances, Chapter 14: Zoning, Article XIII: C-1 Commercial District; Section 3 (2), Building Regulations to alter the allowable height of fences within the district and consider and act on an ordinance for the same.
- 8. Consider and act on a site plan for 6060 S. Stemmons. The property is legally described as Lake Cities Polaris Addition, Block A, Lot 1.
- 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 agreement by and between the Town of Hickory Creek and Texas Department of Transportation concerning landscape improvement and maintenance.
- 10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek and Lakeview Pointe Vista Homeowners Association, Inc. concerning landscape improvement and maintenance.
- 11. Consider and act on an appointment to the Board of Adjustments.
- 12. Consider and act on appointments to the Economic Development Corporation
- 13. Consider and act on an appointment to the Planning and Zoning Commission.
- 14. Consider and act on allocating funds to provide a secure parking area with automated gates at 1075 Ronald Reagan Avenue.
- 15. Discussion regarding placing additional street lighting on various roadways throughout the Town of Hickory Creek.

Executive Session

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

Section 551.071

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

16. Contemplated litigation concerning construction work upon the roof of Town Hall.

Reconvene into Open Session

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

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 December 22, 2020 at 12:00 p.m.

Kristi Rogers, Town Secretary

Town of Hickory Creek

REGULAR MEETING OF THE TOWN COUNCIL REMOTE MEETING MONDAY, OCTOBER 26, 2020

MINUTES

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

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 Tracee Elrod
Councilmember Richard DuPree
Councilmember Chris Gordon joined the meeting at 6:06 p.m.
Mayor Pro Tem Paul Kenney
Councilmember Ian Theodore

Also in attendance: John M. Smith, Jr., Town Administrator Kristi K. Rogers, Town Secretary Trey Sargent, Town Attorney

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

Councilmember Elrod led the Pledge of Allegiance to the U.S. and Texas Flags.

Invocation

Councilmember Theodore gave the invocation.

Proclamations

1. November 6, 2020 as Arbor Day in the Town of Hickory Creek, Texas

Mayor Clark proclaimed November 6, 2020 as Arbor Day in the Town of Hickory Creek.

Items of Community Interest

Thanks to the Hickory Creek citizens who participated in the broadband survey.

Public Comment

There were no speakers for public comment.

Consent Agenda

2. September 2020 Council Meeting Minutes

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- 3. September 2020 Financial Statements
- 4. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 3 Building Regulations, Article 3.06 Fence Construction.
- 5. 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 2-5 as presented, Seconded by Councilmember Theodore. Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

Regular Agenda

6. Consider and act on an ordinance authorizing the issuance and sale of Town of Hickory Creek, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2020; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.

John Martin, Hilltop Securities and Jeff Gulbas, McCall Parkhurst & Horton, provided an overview of the sale of the Certificate of Obligations.

Motion made by Councilmember Gordon to approve an ordinance authorizing the issuance and sale of Town of Hickory Creek, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2020; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject, Seconded by Councilmember Elrod.

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

7. Consider and act on a replat of Hundley Area of Hickory Estates, Lot 7, 0.4989 acres and A0284A Cobb, Tract 127A, 0.251 acres creating Hundley Area of Hickory Estates Addition, Lot 7R, being 0.75 of an acre in the Lowry Cobb Survey, Abstract 284 in the Town of Hickory Creek, Denton County Texas. The lot is located at 121 Woody Trail.

Motion made by Mayor Pro Tem Kenney, to approve the replat of Hundley Area of Hickory Estates, Lot 7, 0.4989 acres and A0284A Cobb, Tract 127A, 0.251 acres creating Hundley Area of Hickory Estates Addition, Lot 7R, being 0.75 of an acre in the Lowry

Cobb Survey, Abstract 284 in the Town of Hickory Creek, Denton County Texas. Seconded by Councilmember DuPree.

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

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8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a municipal solid waste and recycling collection agreement by and between the Town of Hickory Creek, Texas and Allied Waste Systems, Inc. D/B/A Republic Services of Lewisville.

John Smith, Town Administrator and Leigh Collins, Republic Services Municipal Services Manger, provided an overview of the options before the town council regarding the agreement and answered questions from the town council.

Motion made by Councilmember Theodore to approve a resolution authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a municipal solid waste and recycling collection agreement, option 1, with the annual rate adjustment to be capped at 3.5% and a 25% discount for residents requiring a roll off dumpster by and between the Town of Hickory Creek, Texas and Allied Waste Systems, Inc. D/B/A Republic Services of Lewisville, Seconded by Councilmember DuPree.

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

9. Discussion on a request from the Lake Dallas Independent School District regarding Operation Connectivity.

Discussions were held on the request from Lake Dallas Independent School District.

Adjournment

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

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

The meeting did then stand adjourned at 6:44 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 October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,241.83
BOA - Drug Forfeiture	1,950.45
BOA - Drug Seizure	1,381.50
BOA - General Fund	190,967.26
BOA - Parks and Recreation	127,915.31
BOA - Payroll	250.00
BOA - Police State Training	5,182.46
Logic Animal Shelter Facility	9,573.05
Logic Cares Relief Fund	47,619.28
Logic Harbor Ln-Sycamore Bend	3,337.80
Logic Investment Fund	3,880,651.01
Logic Street & Road Improvement	19.58
Logic Turbeville Road	214,750.19
Total Checking/Savings	4,502,839.72
Accounts Receivable	
Accounts Receivable	14,058.24
Municipal Court Payments	4,115.00
Total Accounts Receivable	18,173.24
Total Current Assets	4,521,012.96
TOTAL ASSETS	4,521,012.96
LIABILITIES & EQUITY	0.00

Town of Hickory Creek Profit & Loss

October 2020

	Oct 20
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	8,840.56
4004 M&O Penalties & Interest	46.06
4006 Delinquent M&O	321.01
4008 I&S Debt Service	5,443.82
4010 I&S Penalties & Interest	5.57
4012 Delinquent I&S	214.18
Total Ad Valorem Tax Revenue	14,871.20
Building Department Revenue	
4102 Building Permits	247,720.55
4104 Certificate of Occupancy	75.00
4106 Contractor Registration	600.00
4108 Preliminary/Final Plat	600.00
4112 Health Inspections	6,900.00
4122 Septic Permits	850.00
4124 Sign Permits	30.00
4132 Alarm Permit Fees	75.00
Total Building Department Revenue	256,850.55
Franchise Fee Revenue	
4208 CoServ	1,465.82
4212 Republic Services	3,859.57
Total Franchise Fee Revenue	5,325.39
Interest Revenue	
4302 Animal Shelter Interest	2.34
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.06
4314 Logic Investment Interest	642.95
4320 Logic Street/Road Improv.	17.99
4322 Logic Turbeville Road	34.45
4326 PD State Training Interest	0.22
4328 Logic Harbor/Sycamore Bend	0.58
Total Interest Revenue	698.67
Miscellaneous Revenue	
4502 Animal Adoption & Impound	705.00
4506 Animal Shelter Donations	600.00
4508 Annual Park Passes	291.35
4510 Arrowhead Park Fees	2,878.00
4530 Other Receivables	24,468.98
4536 Point Vista Park Fees	1,069.00
4550 Sycamore Bend Fees	3,097.00
Total Miscellaneous Revenue	33,109.33
Municipal Court Revenue	
4602 Building Security Fund	1,129.27

Town of Hickory Creek Profit & Loss

October 2020

	Oct 20
4604 Citations	30,371.40
4606 Court Technology Fund	873.74
4608 Jury Fund	21.78
4610 Truancy Fund	1,089.56
4612 State Court Costs	19,365.27
4614 Child Safety Fee	25.00
Total Municipal Court Revenue	52,876.02
Sales Tax Revenue	
4702 Sales Tax General Fund	106,083.88
4706 Sales Tax 4B Corporation	35,361.29
4708 Sales Tax Mixed Beverage	3,366.22
Total Sales Tax Revenue	144,811.39
Total Income	508,542.55
Gross Profit	508,542.55
Expense	
Capital Outlay	
5010 Street Maintenance	263.84
5012 Streets & Road Improvement	38,448.84
Total Capital Outlay	38,712.68
General Government	
5206 Computer Hardware/Software	5,622.76
5216 Volunteer/Staff Events	403.72
5218 General Communications	2,016.02
5222 Office Supplies & Equip.	231.64
5224 Postage	213.82
5228 Town Council/Board Expense	40.00
Total General Government	8,527.96
Municipal Court	
5312 Court Technology	-79.95
5318 Merchant Fees/Credit Cards	-313.35
5324 State Court Costs	81,269.51
5332 Warrants Collected	-1,414.10
Total Municipal Court	79,462.11
Parks and Recreation	
5408 Tanglewood Park	193.19
Total Parks and Recreation	193.19
Parks Corps of Engineer	
5432 Arrowhead	1,642.78
5434 Harbor Grove	132.49
5436 Point Vista	1,388.87
5438 Sycamore Bend	1,538.91
-	

Town of Hickory Creek Profit & Loss October 2020

	Oct 20
Total Parks Corps of Engineer	4,703.05
Personnel 5502 Administration Wages 5504 Municipal Court Wages	37,350.10 13,076.45
5506 Police Wages 5507 Police Overtime Wages	85,379.19 0.00
5508 Public Works Wages	22,657.30
5509 Public Works Overtime Wage 5510 Health Insurance	85.35 18,279.95
5514 Payroll Expense	2,346.33
5518 Retirement (TMRS) 5520 Unemployment (TWC)	12,705.11 56.25
5522 Workman's Compensation	22,636.00
Total Personnel	214,572.03
Police Department	4.047.05
5602 Auto Gas & Oil 5606 Auto Maintenance & Repair	1,917.25 36.25
5610 Books & Subscriptions	330.00
5612 Computer Hardware/Software	8,801.40
5614 Crime Lab Analysis	1,963.10
5626 Office Supplies/Equipment 5630 Personnel Equipment	230.53
5634 Travel Expense	17,740.00 1,009.87
5636 Uniforms	1,977.17
5640 Training & Education	260.00
5646 Community Outreach	25.00
5648 K9 Unit	641.95
Total Police Department	34,932.52
Public Works Department 5710 Auto Gas & Oil	670.04
5714 Auto Maintenance/Repair	678.04 64.66
5716 Beautification	168.00
5722 Equipment	4,795.62
5724 Equipment Maintenance	73.86
5728 Equipment Supplies	93.39
5732 Office Supplies/Equipment 5734 Radios	45.93 388.11
5738 Training	500.00
5742 Uniforms	22.69
5748 Landscaping Services	8,525.38
Total Public Works Department	15,355.68
Services	
5802 Appraisal District	3,091.60
5816 General Insurance 5820 Fire Service	35,426.64 153,408.25
5824 Library Services	100.75
5826 Municipal Judge	2,040.00

Town of Hickory Creek Profit & Loss October 2020

	Oct 20
5832 Computer Technical Support	41,370.00
Total Services	235,437.24
Special Events 6008 Tree Lighting	-74.02
Total Special Events	-74.02
Utilities & Maintenance 5902 Bldg Maintenance/Supplies 5904 Electric 5908 Street Lighting 5910 Telephone 5912 Water	3,930.29 2,122.19 3,120.66 2,511.05 1,013.13
Total Utilities & Maintenance	12,697.32
Total Expense	644,519.76
Net Ordinary Income	-135,977.21
Net Income	-135,977.21

	Oct 20	Budget	% of Budget
Ordinary Income/Expense		And the state of t	WATER AND ADDRESS OF THE PARTY
Income			
Ad Valorem Tax Revenue			
4002 M&O	8,840.56	1,312,360.00	0.7%
4004 M&O Penalties & Interest	46.06	4,500.00	1.0%
4006 Delinquent M&O	321.01	5,000.00	6.4%
4008 I&S Debt Service	5,443.82	804,368.00	0.7%
4010 I&S Penalties & Interest	5.57	2,500.00	0.2%
4012 Delinquent I&S	214.18	4,000.00	5.4%
Total Ad Valorem Tax Revenue	14,871.20	2,132,728.00	0.7%
Building Department Revenue			
4102 Building Permits	247,720.55	350,000.00	70.8%
4104 Certificate of Occupancy	75.00	500.00	15.0%
4106 Contractor Registration	600.00	5,000.00	12.0%
4108 Preliminary/Final Plat	600.00	0.00	100.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	6,900.00	10,000.00	69.0%
4122 Septic Permits	850.00	0.00	100.0%
4124 Sign Permits	30.00	1,600.00	1.9%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	500.00	0.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	75.00	1,200.00	6.3%
Total Building Department Revenue	256,850.55	369,075.00	69.6%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	40,500.00	0.0%
4204 Charter Communications	0.00	39,000.00	0.0%
4206 CenturyLink	0.00	1,500.00	0.0%
4208 CoServ	1,465.82		
4210 Oncor Electric	0.00	4,200.00	34.9%
		138,000.00	0.0%
4212 Republic Services	3,859.57	44,500.00	8.7%
Total Franchise Fee Revenue	5,325.39	267,700.00	2.0%
Interest Revenue			
4302 Animal Shelter Interest	2.34	0.00	100.0%
4308 Drug Forfeiture Interest	0.08	0.00	100.0%
4310 Drug Seizure Interest	0.06	0.00	100.0%
4314 Logic Investment Interest	642.95	45,600.00	1.4%
4320 Logic Street/Road Improv.	17.99	1,100.00	1.6%
4322 Logic Turbeville Road	34.45	950.00	3.6%
4326 PD State Training Interest	0.22	0.00	100.0%
4328 Logic Harbor/Sycamore Bend	0.58	0.00	100.0%
Total Interest Revenue	698.67	47,650.00	1.5%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	41,500.00	0.0%
Total Interlocal Revenue	0.00	41,500.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	705.00	8,600.00	8.2%
4506 Animal Shelter Donations	600.00	500.00	120.0%
4508 Annual Park Passes	291.35	20,000.00	1.5%
4510 Arrowhead Park Fees	2,878.00	22,000.00	13.1%
4512 Beer & Wine Permit	0.00	150.00	0.0%
4516 Corp Parks Fund Reserve	0.00	36,500.00	0.0%
co.p. aor and recorre	3.00	00,000.00	0.070

	Oct 20	Budget	% of Budget
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	224,210.00	0.0%
4526 Mineral Rights	0.00	0.00	0.0%
4530 Other Receivables	24,468.98	48,000.00	51.0%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	1,069.00	6,500.00	16.4%
4546 Street Bond Proceeds	0.00	650,000.00	0.0%
4550 Sycamore Bend Fees	3,097.00	15,000.00	20.6%
4554 Building Security Fund Res	0.00	5,000.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
4560 2020 CO Proceeds	0.00	0.00	0.0%
Total Miscellaneous Revenue	33,109.33	1,082,238.00	3.1%
Municipal Court Revenue			
4602 Building Security Fund	1,129.27	9,270.00	12.2%
4604 Citations	30,371.40	450,000.00	6.7%
4606 Court Technology Fund	873.74	12,115.00	7.2%
4608 Jury Fund	21.78	150.00	14.5%
4610 Truancy Fund	1,089.56	5,000.00	21.8%
4612 State Court Costs	19,365.27	208,000.00	9.3%
4614 Child Safety Fee	25.00	750.00	3.3%
Total Municipal Court Revenue	52,876.02	685,285.00	7.7%
Sales Tax Revenue			
4702 Sales Tax General Fund	106,083.88	1,237,500.00	8.6%
4706 Sales Tax 4B Corporation	35,361.29	412,500.00	8.6%
4708 Sales Tax Mixed Beverage	3,366.22	7,000.00	48.1%
Total Sales Tax Revenue	144,811.39	1,657,000.00	8.7%
Total Income	508,542.55	6,283,176.00	8.1%
Gross Profit	508,542.55	6,283,176.00	8.1%
Expense			
Capital Outlay	202.24	0.5.000.00	
5010 Street Maintenance	263.84	25,000.00	1.1%
5012 Streets & Road Improvement	38,448.84	650,000.00	5.9%
5020 Main Street Reconstruction	0.00	0.00	0.0%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Purchase/Replacement 5030 Sycamore Bend Construction	0.00 0.00	52,000.00 0.00	0.0% 0.0%
Total Capital Outlay	38,712.68	727,000.00	5.3%
Debt Service	·	•	
5106 2012 Refunding Bond Series	0.00	267,258.00	0.00/
	0.00		0.0%
5110 2015 Refunding Bond Series 5112 2015 C.O. Series	0.00	314,550.00 276,150.00	0.0%
5112 2013 C.O. Series 5114 2020 C.O. Series	0.00	207,575.00	0.0% 0.0%
Total Debt Service	0.00	1,065,533.00	0.0%
	0.00	1,000,000.00	0.070
General Government	0.00	ma aa	
5202 Bank Service Charges	0.00	50.00	0.0%
5204 Books & Subscriptions	0.00	300.00	0.0%

	Oct 20	Budget	% of Budget
5206 Computer Hardware/Software	5,622.76	108,000.00	5.2%
5208 Copier Rental	0.00	2,500.00	0.0%
5210 Dues & Memberships	0.00	2,000.00	0.0%
5212 EDC Tax Payment	0.00	412,500.00	0.0%
5214 Election Expenses	0.00	12,500.00	0.0%
5216 Volunteer/Staff Events	403.72	6,500.00	6.2%
5218 General Communications	2,016.02	16,000.00	12.6%
5222 Office Supplies & Equip.	231.64	2,500.00	9.3%
5224 Postage	213.82	4,000.00	5.3%
5226 Community Cause	0.00	3,000.00	0.0%
5228 Town Council/Board Expense	40.00	5,500.00	0.7%
5230 Training & Education	0.00	1,500.00	0.0%
5232 Travel Expense	0.00	1,500.00	0.0%
5234 Staff Uniforms	0.00	950.00	0.0%
Total General Government	8,527.96	579,300.00	1.5%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	0.00	9,270.00	0.0%
5312 Court Technology	-79.95	12,115.00	-0.7%
5314 Dues & Memberships	0.00	200.00	0.0%
5318 Merchant Fees/Credit Cards	-313.35	0.00	100.0%
5322 Office Supplies/Equipment	0.00	1,200.00	0.0%
5324 State Court Costs	81,269.51	245,000.00	33.2%
5326 Training & Education	0.00	500.00	0.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-1,414.10	0.00	100.0%
Total Municipal Court	79,462.11	268,860.00	29.6%
Parks and Recreation			
5402 Events	0.00	1,000.00	0.0%
5408 Tanglewood Park	193.19	1,500.00	12.9%
5412 KHCB	0.00	500.00	0.0%
5414 Tree City USA	0.00	1,500.00	0.0%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	193.19	4,500.00	4.3%
Parks Corps of Engineer			
5432 Arrowhead	1,642.78	60,000.00	2.7%
5434 Harbor Grove	132.49	15,000.00	0.9%
5436 Point Vista	1,388.87	5,000.00	27.8%
5438 Sycamore Bend	1,538.91	20,000.00	7.7%
Total Parks Corps of Engineer	4,703.05	100,000.00	4.7%
Personnel	07.050.40	044.055.00	44.001
5502 Administration Wages	37,350.10	314,055.00	11.9%
5504 Municipal Court Wages	13,076.45	122,640.00	10.7%
5506 Police Wages	85,379.19	797,635.00	10.7%
5507 Police Overtime Wages	0.00	8,000.00	0.0%
5508 Public Works Wages	22,657.30	205,748.00	11.0%
5509 Public Works Overtime Wage	85.35	1,600.00	5.3%
5510 Health Insurance	18,279.95	227,370.00	8.0%
5512 Longevity	0.00	12,225.00	0.0%
5514 Payroll Expense	2,346.33	20,000.00	11.7%
5516 Employment Exams	0.00	2,500.00	0.0%
5518 Retirement (TMRS)	12,705.11	191,225.00	6.6%
5520 Unemployment (TWC)	56.25	3,600.00	1.6%

	Oct 20	Budget	% of Budget
5522 Workman's Compensation	22,636.00	25,500.00	88.8%
Total Personnel	214,572.03	1,932,098.00	11.1%
Police Department 5602 Auto Gas & Oil 5606 Auto Maintenance & Repair 5610 Books & Subscriptions 5612 Computer Hardware/Software 5614 Crime Lab Analysis 5616 Drug Forfeiture 5618 Dues & Memberships 5626 Office Supplies/Equipment 5630 Personnel Equipment 5634 Travel Expense 5636 Uniforms 5640 Training & Education 5644 Citizens on Patrol 5646 Community Outreach 5648 K9 Unit	214,572.03 1,917.25	1,932,098.00 20,000.00 25,000.00 500.00 45,000.00 0.00 500.00 1,800.00 25,000.00 3,000.00 6,000.00 7,500.00 1,000.00 1,500.00	9.6% 0.1% 66.0% 19.6% 98.2% 0.0% 0.0% 12.8% 71.0% 33.7% 33.0% 3.5% 0.0% 2.5% 42.8%
Total Police Department	34,932.52	139,300.00	25.1%
Public Works Department 5702 Animal Control Donation 5704 Animal Control Equipment 5706 Animal Control Supplies 5708 Animal Control Vet Fees 5710 Auto Gas & Oil 5714 Auto Maintenance/Repair 5716 Beautification 5718 Computer Hardware/Software 5720 Dues & Memberships 5722 Equipment 5724 Equipment Maintenance 5726 Equipment Rental 5728 Equipment Supplies 5732 Office Supplies/Equipment 5734 Radios 5738 Training 5740 Travel Expense 5742 Uniforms 5748 Landscaping Services	0.00 0.00 0.00 678.04 64.66 168.00 0.00 0.00 4,795.62 73.86 0.00 93.39 45.93 388.11 500.00 0.00 22.69 8,525.38	500.00 600.00 1,000.00 7,500.00 9,500.00 5,000.00 1,000.00 350.00 5,000.00 6,000.00 4,500.00 6,500.00 5,000.00 3,800.00 3,800.00 1,000.00 2,600.00	0.0% 0.0% 0.0% 0.0% 7.1% 1.3% 0.2% 0.0% 0.0% 95.9% 1.2% 0.0% 1.4% 9.2% 10.2% 62.5% 0.0% 0.9% 6.1%
Total Public Works Department	15,355.68	291,150.00	5.3%
Services 5802 Appraisal District 5804 Attorney Fees 5806 Audit 5808 Codification 5812 Document Management 5814 Engineering 5816 General Insurance 5818 Inspections 5820 Fire Service 5822 Legal Notices/Advertising 5824 Library Services 5826 Municipal Judge 5828 Printing	3,091.60 0.00 0.00 0.00 0.00 0.00 35,426.64 0.00 153,408.25 0.00 100.75 2,040.00 0.00	12,400.00 60,000.00 14,500.00 2,400.00 600.00 115,000.00 34,681.00 56,000.00 615,000.00 2,500.00 500.00 13,000.00 1,500.00	24.9% 0.0% 0.0% 0.0% 0.0% 102.2% 0.0% 24.9% 0.0% 20.2% 15.7% 0.0%

_	Oct 20	Budget	% of Budget
5830 Tax Collection	0.00	3,000,00	0.0%
5832 Computer Technical Support	41,370.00	41,750.00	99.1%
5838 DCCAC	0.00	2,172.00	0.0%
5840 Denton County Dispatch	0.00	29,632.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	100.00	0.0%
Total Services	235,437.24	1,004,935.00	23.4%
Special Events			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	-74.02	6,000.00	-1.2%
Total Special Events	-74.02	13,000.00	-0.6%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	3,930.29	65,000.00	6.0%
5904 Electric	2,122.19	20,000.00	10.6%
5906 Gas	0.00	1,500.00	0.0%
5908 Street Lighting	3,120.66	33,000.00	9.5%
5910 Telephone	2,511.05	28,000.00	9.0%
5912 Water	1,013.13	10,000.00	10.1%
Total Utilities & Maintenance	12,697.32	157,500.00	8.1%
Total Expense	644,519.76	6,283,176.00	10.3%
Net Ordinary Income	-135,977.21	0.00	100.0%
Net Income	-135,977.21	0.00	100.0%

Town of Hickory Creek Expenditures over \$1,000.00 October 2020

Ту	pe Date	Num	Name	Amount
	nary Income/Expense Expense Capital Outlay 5012 Streets & Roa	d Imam way sa		
Check Check	10/21/2020 10/28/2020	4029 4033	Halff Associates, Inc. GRod Construction, LLC.	19,224.42 19,224.42
	Total 5012 Streets &	Road Imp	rovement	38,448.84
	Total Capital Outlay			38,448.84
Bill	General Government 5206 Computer Har 10/01/2020	dware/So Invoi		5,492.25
	Total 5206 Compute	r Hardware	e/Software	5,492.25
Bill	5218 General Com n 10/27/2020	nunicatioi Invoi		1,741.06
	Total 5218 General 0	Communic	ations	1,741.06
	Total General Governm	ent		7,233.31
Check	Municipal Court 5324 State Court Co 10/22/2020	o sts Debit	State Comptroller	81,239.06
	Total 5324 State Cou	ırt Costs		81,239.06
	Total Municipal Court			81,239.06
Check	Parks Corps of Engine 5432 Arrowhead 10/14/2020	eer 1072	MiTech Services	1,140.00
	Total 5432 Arrowhea	d		1,140.00
Check	5436 Point Vista 10/14/2020	1072	MiTech Services	1,140.00
	Total 5436 Point Vist	а		1,140.00
Check	5438 Sycamore Be r 10/14/2020	n d 1072	MiTech Services	1,140.00
	Total 5438 Sycamore	e Bend		1,140.00
	Total Parks Corps of Er	ngineer		3,420.00
Check	Police Department 5602 Auto Gas & Oi 10/27/2020	I Debit	WEX INC DESFLEET DEBI	1,899.09
	Total 5602 Auto Gas	& Oil		1,899.09
Bill	5612 Computer Har 10/01/2020	dware/So	ftware Leads Online	1,758.00

Town of Hickory Creek Expenditures over \$1,000.00 October 2020

Ту	pe Date	Num	Name	Amount
Check	10/07/2020	4022	Lexipool, LLC	6,611.00
	Total 5612 Compute	r Hardware	e/Software	8,369.00
Charle	5630 Personnel Eq	•	VC CTATERANIC DECICE DAT	47.740.00
Check	10/15/2020	Debit	KS STATEBANK DESKSB PMT	17,740.00
	Total 5630 Personne	ei Equipme	nt	17,740.00
Bill	5636 Uniforms 10/27/2020	Invoi	Galls	1,209.70
	Total 5636 Uniforms			1,209.70
	Total Police Departmen	nt		29,217.79
	Public Works Departr 5722 Equipment	nent		
Check	10/05/2020	Debit	CHECKCARD 1002 KARCHER NORTH AM	4,795.62
	Total 5722 Equipme	nt		4,795.62
Bill	5748 Landscaping 10/01/2020	Services Invoi	D & D Commercial Landscape Management	8,525.38
	Total 5748 Landscap	oing Servic	·	8,525.38
	Total Public Works Dep	partment		13,321.00
	Services			·
Bill	5802 Appraisal Dist 10/01/2020	t rict Invoi	DCAD	3,091.60
	Total 5802 Appraisa	District		3,091.60
Check	5816 General Insur 10/14/2020	ance 4026	TML Risk Pool	35,426.64
	Total 5816 General I	nsurance		35,426.64
	5820 Fire Service			
Check	10/21/2020	4030	City of Corinth	153,408.25
	Total 5820 Fire Serv	ice		153,408.25
Check Check	5826 Municipal Jud 10/01/2020 10/30/2020	ge	Alfons Kyle Knapp Alfons Kyle Knapp	1,020.00 1,020.00
	Total 5826 Municipa	Judae		2,040.00
	5832 Computer Tec	_	nnort	2,040.00
Check Check	10/23/2020 10/14/2020	4031 4025	MiTech Services MiTech Services	4,800.00 36,570.00
	Total 5832 Compute	r Technica	l Support	41,370.00
	Total Services			235,336.49

Town of Hickory Creek Expenditures over \$1,000.00 October 2020

Туре	Date	Num	Name Name	Amount
	Utilities & Maintenanc 5902 Bldg Maintena		olies	
Check	10/08/2020	Debit	CHECKCARD 1006 AED SUPERSTORE	3,069.80
	Total 5902 Bldg Mair	tenance/S	Supplies	3,069.80
Check	5904 Electric 10/14/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,122.19
	Total 5904 Electric			2,122.19
Check	5908 Street Lighting 10/14/2020	J Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,120.66
	Total 5908 Street Lig	hting		3,120.66
Check	5910 Telephone 10/30/2020	Debit	CenturyLink	1,326.79
	Total 5910 Telephone	Э		1,326.79
	Total Utilities & Mainten	ance		9,639.44
То	tal Expense			417,855.93
Net Ord	inary Income			-417,855.93
Net Incom	ie			-417,855.93



MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 10/01/2020 - 10/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1890%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 10/30/20 WAS 1.000203.

MONTHLY ACTIVITY DETAIL						
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE		
	BEGINNING BALANCE			9,571.52		
10/30/2020	MONTHLY POSTING	9999888	1.53	9,573.05		
	ENDING BALANCE			9,573.05		

MONTHLY ACCOUNT SUMMARY				
BEGINNING BALANCE	9,571.52			
TOTAL DEPOSITS	0.00			
TOTAL WITHDRAWALS	0.00			
TOTAL INTEREST	1.53			
ENDING BALANCE	9,573.05			
AVERAGE BALANCE	9,571.52			

ACTIVITY SUMMARY (YEAR-1	O-DATE)		
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	68.66





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276014

ACCOUNT NAME: CARES RELIEF FUND

STATEMENT PERIOD: 10/01/2020 - 10/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1890%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 10/30/20 WAS 1.000203.

MONTHLY ACTIVITY DETAIL							
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE			
	BEGINNING BALANCE			260,573.14			
10/13/2020	TRANSFER TO 1668276001	6122172	212,976.00 -	47,597.14			
10/30/2020	MONTHLY POSTING	9999888	22.14	47,619.28			
	ENDING BALANCE			47,619.28			

MONTHLY ACCOUNT SUMMARY					
BEGINNING BALANCE	260,573.14				
TOTAL DEPOSITS	0.00				
TOTAL WITHDRAWALS	212,976.00				
TOTAL INTEREST	22.14				
ENDING BALANCE	47,619.28				
AVERAGE BALANCE	130,039.46				

ACTIVITY SUMMARY (YEAR-TO-DATE)						
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST			
CARES RELIEF FUND	260,425.00	212,976.00	170.28			





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 10/01/2020 - 10/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1890%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 10/30/20 WAS 1.000203.

MONTHLY ACTIVITY DETAIL						
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE		
	BEGINNING BALANCE			3,337.22		
10/30/2020	MONTHLY POSTING	9999888	0.58	3,337.80		
	ENDING BALANCE			3,337.80		

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	3,337.22
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	0.58
ENDING BALANCE	3,337.80
AVERAGE BALANCE	3,337.22

ACTIVITY SUMMARY (YEAR-TO-DATE)						
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST			
HARBOR LANE - SYCAMORE BEND	0.00	0.00	23.95			





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 10/01/2020 - 10/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1890%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 10/30/20 WAS 1.000203.

MONTHLY ACTIVITY DETAIL						
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE		
	BEGINNING BALANCE			4,042,032.06		
10/13/2020	TRANSFER FROM 1668276014	6122172	212,976.00	4,255,008.06		
10/14/2020	WIRE WITHDRAWAL	6122236	175,000.00 -	4,080,008.06		
10/21/2020	WIRE WITHDRAWAL	6122382	200,000.00 -	3,880,008.06		
10/30/2020	MONTHLY POSTING	9999888	642.95	3,880,651.01		
	ENDING BALANCE			3,880,651.01		

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	4,042,032.06
TOTAL DEPOSITS	212,976.00
TOTAL WITHDRAWALS	375,000.00
TOTAL INTEREST	642.95
ENDING BALANCE	3,880,651.01
AVERAGE BALANCE	3,999,985.09

ACTIVITY SUMMARY (YEA	R-TO-DATE)		
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,412,976.00	2,102,192.27	36,106.22

PAGE: 1 of 1

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





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 10/01/2020 - 10/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1890%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 10/30/20 WAS 1.000203.

MONTHLY A	ACTIVITY DETAIL			
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			163,861.59
10/21/2020	WIRE WITHDRAWAL	6122383	163,860.00 -	1.59
10/30/2020	MONTHLY POSTING	9999888	17.99	19.58
	ENDING BALANCE			19.58

MONTHLY ACCOUNT SUMMARY		
BEGINNING BALANCE	163,861.59	
TOTAL DEPOSITS	0.00	
TOTAL WITHDRAWALS	163,860.00	
TOTAL INTEREST	17.99	
ENDING BALANCE	19.58	
AVERAGE BALANCE	105,717.72	

ACTIVITY SUMMARY (YEAR-TO-	DATE)		
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	163,860.00	1,167.77





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 10/01/2020 - 10/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1890%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 10/30/20 WAS 1.000203.

MONTHLY	ACTIVITY DETAIL			
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			214,715.74
10/30/2020	MONTHLY POSTING	9999888	34.45	214,750.19
	ENDING BALANCE			214,750.19

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	214,715.74
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	34.45
ENDING BALANCE	214,750.19
AVERAGE BALANCE	214,715.74

ACTIVITY SUMMARY (YEAR-TO-D	PATE)		
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,541.04



Town of Hickory Creek Balance Sheet As of November 30, 2020

	Nov 30, 20
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,242.62
BOA - Drug Forfeiture	1,950.53
BOA - Drug Seizure	1,381.56
BOA - General Fund	296,882.92
BOA - Parks and Recreation	136,992.02
BOA - Payroll	260.00
BOA - Police State Training	5,182.67
Logic 2020 CO's	4,003,809.09
Logic Animal Shelter Facility	9,574.27
Logic Cares Relief Fund	47,625.52
Logic Harbor Ln-Sycamore Bend	80,341.73
Logic Investment Fund	4,324,109.78
Logic Street & Road Improvement	19.58
Logic Turbeville Road	94,836.81
Total Checking/Savings	9,022,209.10
Accounts Receivable	
Accounts Receivable	14,058.24
Municipal Court Payments	7,324.50
Total Accounts Receivable	21,382.74
Total Current Assets	9,043,591.84
TOTAL ASSETS	9,043,591.84
LIABILITIES & EQUITY	0.00

Town of Hickory Creek Profit & Loss

	Nov 20	
Ordinary Income/Expense		
Income		
Ad Valorem Tax Revenue		
4002 M&O	57,371.56	
4004 M&O Penalties & Interest	187.09	
4006 Delinquent M&O	765.82	
4008 I&S Debt Service	35,163.98	
4010 I&S Penalties & Interest	308.84	
4012 Delinquent I&S	349.24	
Total Ad Valorem Tax Revenue	94,146.53	
	94,140.33	
Building Department Revenue		
4102 Building Permits	107,506.95	
4106 Contractor Registration	450.00	
4108 Preliminary/Final Plat	3,000.00	
4110 Prelim/Final Site Plan	600.00	
4112 Health Inspections	460.00	
4122 Septic Permits	425.00	
4124 Sign Permits	100.00	
4128 Variance Fee	1,000.00	
4132 Alarm Permit Fees	100.00	
Total Building Department Revenue	113,641.95	
Franchise Fee Revenue		
4204 Charter Communications	10,051.62	
4206 CenturyLink	160.38	
4210 Oncor Electric	141,370.64	
4212 Republic Services	4,138.96	
Total Franchise Fee Revenue	155,721.60	
Interest Revenue		
4302 Animal Shelter Interest	2.01	
4308 Drug Forfeiture Interest	0.08	
4310 Drug Seizure Interest	0.06	
4314 Logic Investment Interest	738.73	
4322 Logic Turbeville Road	22.68	
4326 PD State Training Interest	0.21	
4328 Logic Harbor/Sycamore Bend	3.93	
Total Interest Revenue	767.70	
Miscellaneous Revenue		
4502 Animal Adoption & Impound	1,320.00	
4508 Annual Park Passes	425.00	
4510 Arrowhead Park Fees	2,346.00	
4530 Other Receivables	121,845.56	
4536 Point Vista Park Fees	911.00	
4550 Sycamore Bend Fees	3,666.00	
Total Miscellaneous Revenue	130,513.56	
Municipal Court Revenue		

Town of Hickory Creek Profit & Loss

	Nov 20
4602 Building Security Fund	1,029.83
4604 Citations	32,029.40
4606 Court Technology Fund	769.77
4608 Jury Fund	19.60
4610 Truancy Fund	980.42
4612 State Court Costs	19,080.88
Total Municipal Court Revenue	53,909.90
Sales Tax Revenue 4702 Sales Tax General Fund 4706 Sales Tax 4B Corporation	132,280.94 44,093.65
Total Sales Tax Revenue	176,374.59
Total Income	725,075.83
Gross Profit	725,075.83
Expense Capital Outlay 5012 Streets & Road Improvement 5028 Turbeville/Point Vista	-9,554.19 13,637.11
5030 Sycamore Bend Construction	51,720.00
Total Capital Outlay	55,802.92
General Government 5206 Computer Hardware/Software 5208 Copier Rental 5210 Dues & Memberships 5212 EDC Tax Payment 5218 General Communications 5222 Office Supplies & Equip. 5224 Postage 5234 Staff Uniforms	169.36 665.74 200.00 79,454.94 649.96 178.93 1,222.16 975.92
Total General Government	83,517.01
Municipal Court 5304 Building Security 5318 Merchant Fees/Credit Cards 5322 Office Supplies/Equipment 5326 Training & Education 5332 Warrants Collected	3,086.90 290.82 331.45 55.00 -561.97
Total Municipal Court	3,202.20
Parks and Recreation 5408 Tanglewood Park	156.57
Total Parks and Recreation	156.57
Parks Corps of Engineer 5432 Arrowhead 5434 Harbor Grove 5436 Point Vista	626.15 22.58 334.82

Town of Hickory Creek Profit & Loss

	Nov 20	
5438 Sycamore Bend	4,927.77	
Total Parks Corps of Engineer	5,911.32	
Personnel 5502 Administration Wages 5504 Municipal Court Wages 5506 Police Wages 5507 Police Overtime Wages 5508 Public Works Wages 5509 Public Works Overtime Wage 5510 Health Insurance 5512 Longevity 5514 Payroll Expense 5516 Employment Exams 5518 Retirement (TMRS)	24,880.64 9,087.55 59,537.38 0.00 15,078.89 19.55 18,363.72 11,796.00 1,837.10 105.00 33,388.35	
Total Personnel	174,094.18	
Police Department 5602 Auto Gas & Oil 5606 Auto Maintenance & Repair 5612 Computer Hardware/Software 5626 Office Supplies/Equipment 5630 Personnel Equipment 5636 Uniforms 5640 Training & Education 5646 Community Outreach 5648 K9 Unit	1,989.23 2,164.78 655.09 689.84 149.94 -246.42 250.00 343.27 555.86	
Total Police Department	6,551.59	
Public Works Department 5704 Animal Control Equipment 5708 Animal Control Vet Fees 5710 Auto Gas & Oil 5714 Auto Maintenance/Repair 5716 Beautification 5724 Equipment Maintenance 5728 Equipment Supplies 5732 Office Supplies/Equipment 5734 Radios 5742 Uniforms 5748 Landscaping Services	85.50 445.75 739.32 3,129.95 1,428.29 481.94 338.08 230.40 376.98 145.58 7,751.36	
Total Public Works Department	15,153.15	
Services 5804 Attorney Fees 5814 Engineering 5818 Inspections 5822 Legal Notices/Advertising 5824 Library Services 5832 Computer Technical Support	168.75 17,522.25 16,142.00 312.10 78.50 22,152.00	

Town of Hickory Creek Profit & Loss

	Nov 20
Total Services	56,375.60
Special Events 6008 Tree Lighting	1,208.99
Total Special Events	1,208.99
Utilities & Maintenance 5902 Bldg Maintenance/Supplies 5904 Electric 5906 Gas 5908 Street Lighting 5910 Telephone 5912 Water	5,176.53 1,741.18 232.16 3,273.30 392.50 631.74
Total Utilities & Maintenance	11,447.41
Total Expense	413,420.94
Net Ordinary Income	311,654.89
Net Income	311,654.89

Town of Hickory Creek Budget vs. Actual Year to Date 16.66%

October through November 2020

	Oct - Nov 20	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	66,212.12	1,312,360.00	5.0%
4004 M&O Penalties & Interest	233.15	4,500.00	5.2%
4006 Delinquent M&O	1,086.83	5,000.00	21.7%
4008 I&S Debt Service	40,607.80	804,368.00	5.0%
4010 I&S Penalties & Interest	314.41	2,500.00	12.6%
4012 Delinquent I&S	563.42	4,000.00	14.1%
Total Ad Valorem Tax Revenue	109,017.73	2,132,728.00	5.1%
Building Department Revenue			
4102 Building Permits	355,227.50	350,000.00	101.5%
4104 Certificate of Occupancy	75.00	500.00	15.0%
4106 Contractor Registration	1,050.00	5,000.00	21.0%
4108 Preliminary/Final Plat	3,600.00	0.00	100.0%
4110 Prelim/Final Site Plan	600.00	0.00	100.0%
4112 Health Inspections	7,360.00	10,000.00	73.6%
4122 Septic Permits	1,275.00	0.00	100.0%
4124 Sign Permits	130.00	1,600.00	8.1%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	1,000.00	500.00	200.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	175.00	1,200.00	14.6%
Total Building Department Revenue	370,492.50	369,075.00	100.4%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	40,500.00	0.0%
4204 Charter Communications	10,051.62	39,000.00	25.8%
4206 CenturyLink	160.38	1,500.00	10.7%
4208 CoServ	1,465.82	4,200.00	34.9%
4210 Oncor Electric	141,370.64	138,000.00	102.4%
4212 Republic Services	7,998.53	44,500.00	18.0%
Total Franchise Fee Revenue	161,046.99	267,700.00	60.2%
Interest Revenue			
4302 Animal Shelter Interest	4.35	0.00	100.0%
4308 Drug Forfeiture Interest	0.16	0.00	100.0%
4310 Drug Seizure Interest	0.12	0.00	100.0%
4314 Logic Investment Interest	1,381.68	45,600.00	3.0%
4320 Logic Street/Road Improv.	17.99	1,100.00	1.6%
4322 Logic Turbeville Road	57.13	950.00	6.0%
4326 PD State Training Interest	0.43	0.00	100.0%
4328 Logic Harbor/Sycamore Bend	4.51	0.00	100.0%
Total Interest Revenue	1,466.37	47,650.00	3.1%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	41,500.00	0.0%
Total Interlocal Revenue	0.00	41,500.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	2,025.00	8,600.00	23.5%
4506 Animal Shelter Donations	600.00	500.00	120.0%
4508 Annual Park Passes	716.35	20,000.00	3.6%
4510 Arrowhead Park Fees	5,224.00	22,000.00	23.7%
4512 Beer & Wine Permit	0.00	150.00	0.0%
4516 Corp Parks Fund Reserve	0.00	36,500.00	0.0%

Town of Hickory Creek Budget vs. Actual Year to Date 16.66%

October through November 2020

	Oct - Nov 20	Budget	% of Budget
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	224,210.00	0.0%
4526 Mineral Rights	0.00	0.00	0.0%
4530 Other Receivables	146,314.54	48,000.00	304.8%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	1,980.00	6,500.00	30.5%
4546 Street Bond Proceeds	0.00	650,000.00	0.0%
4550 Sycamore Bend Fees	6,763.00	15,000.00	45.1%
4554 Building Security Fund Res	0.00	5,000.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
4560 2020 CO Proceeds	0.00	0.00	0.0%
Total Miscellaneous Revenue	163,622.89	1,082,238.00	15.1%
Municipal Court Revenue			
4602 Building Security Fund	2,159.10	9,270.00	23.3%
4604 Citations	62,400.80	450,000.00	13.9%
4606 Court Technology Fund	1,643.51	12,115.00	13.6%
4608 Jury Fund	41.38	150.00	27.6%
4610 Truancy Fund	2,069.98	5,000.00	41.4%
4612 State Court Costs	38,446.15	208,000.00	18.5%
4614 Child Safety Fee	25.00	750.00	3.3%
Total Municipal Court Revenue	106,785.92	685,285.00	15.6%
Sales Tax Revenue			
4702 Sales Tax General Fund	238,364.82	1,237,500.00	19.3%
4706 Sales Tax 4B Corporation	79,454.94	412,500.00	19.3%
4708 Sales Tax Mixed Beverage	3,366.22	7,000.00	48.1%
Total Sales Tax Revenue	321,185.98	1,657,000.00	19.4%
Total Income	1,233,618.38	6,283,176.00	19.6%
Gross Profit	1,233,618.38	6,283,176.00	19.6%
Expense			
Capital Outlay	262.84	25 000 00	4.40/
5010 Street Maintenance 5012 Streets & Road Improvement	263.84 28,894.65	25,000.00	1.1%
5012 Streets & Road Improvement 5020 Main Street Reconstruction	0.00	650,000.00 0.00	4.4%
5022 Parks and Rec Improvements	0.00	0.00	0.0% 0.0%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Purchase/Replacement	0.00	52,000.00	0.0%
5030 Sycamore Bend Construction	51,720.00	0.00	100.0%
Total Capital Outlay	94,515.60	727,000.00	13.0%
Debt Service			
5106 2012 Refunding Bond Series	0.00	267,258.00	0.0%
5110 2015 Refunding Bond Series	0.00	314,550.00	0.0%
5112 2015 C.O. Series	0.00	276,150.00	0.0%
5114 2020 C.O. Series	0.00	207,575.00	0.0%
Total Debt Service	0.00	1,065,533.00	0.0%
General Government			
5202 Bank Service Charges	0.00	50.00	0.0%
5204 Books & Subscriptions	0.00	300.00	0.0%

Town of Hickory Creek Budget vs. Actual Year to Date 16.66%

October through November 2020

	Oct - Nov 20	Budget	% of Budget
5206 Computer Hardware/Software	5,792.12	108,000.00	5.4%
5208 Copier Rental	665.74	2,500.00	26.6%
5210 Dues & Memberships	200.00	2,000.00	10.0%
5212 EDC Tax Payment	79,454.94	412,500.00	19.3%
5214 Election Expenses	0.00	12,500.00	0.0%
5216 Volunteer/Staff Events	403.72	6,500.00	6.2%
5218 General Communications	2,665.98	16,000.00	16.7%
5222 Office Supplies & Equip.	410.57	2,500.00	16.4%
5224 Postage	1,435.98	4,000.00	35.9%
5226 Community Cause	0.00	3,000.00	0.0%
5228 Town Council/Board Expense	40.00	5,500.00	0.7%
5230 Training & Education	0.00	1,500.00	0.0%
5232 Travel Expense	0.00	1,500.00	0.0%
5234 Staff Uniforms	975.92	950.00	102.7%
Total General Government	92,044.97	579,300.00	15.9%
Municipal Court 5302 Books & Subscriptions	0.00	75.00	0.007
5302 Books & Subscriptions 5304 Building Security	0.00 3,086.90	75.00 9,270.00	0.0% 33.3%
5312 Court Technology	-79.95	9,270.00 12,115.00	-0.7%
5314 Dues & Memberships	0.00	200.00	0.0%
5318 Merchant Fees/Credit Cards	-22.53	0.00	100.0%
5322 Office Supplies/Equipment	331.45	1,200.00	27.6%
5324 State Court Costs	81,269.51	245,000.00	33.2%
5326 Training & Education	55.00	500.00	11.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-1,976.07	0.00	100.0%
Total Municipal Court	82,664.31	268,860.00	30.7%
Parks and Recreation			
5402 Events	0.00	1,000.00	0.0%
5408 Tanglewood Park	349.76	1,500.00	23.3%
5412 KHCB	0.00	500.00	0.0%
5414 Tree City USA 5416 Town Hall Park	0.00	1,500.00	0.0%
-	0.00	0.00	0.0%
Total Parks and Recreation	349.76	4,500.00	7.8%
Parks Corps of Engineer 5432 Arrowhead	2.269.02	60 000 00	0.00/
5432 Arrownead 5434 Harbor Grove	2,268.93 155.07	60,000.00	3.8%
5436 Point Vista	1,723.69	15,000.00 5,000.00	1.0% 34.5%
5438 Sycamore Bend	6,466.68	20,000.00	32.3%
Total Parks Corps of Engineer	10,614.37	100,000.00	10.6%
Personnel			
5502 Administration Wages	62,230.74	314,055.00	19.8%
5504 Municipal Court Wages	22,164.00	122,640.00	18.1%
5506 Police Wages	144,916.57	797,635.00	18.2%
5507 Police Overtime Wages	0.00	8,000.00	0.0%
5508 Public Works Wages	37,736.19	205,748.00	18.3%
5509 Public Works Overtime Wage	104.90	1,600.00	6.6%
5510 Health Insurance	36,643.67	227,370.00	16.1%
5512 Longevity	11,796.00	12,225.00	96.5%
5514 Payroll Expense	4,183.43	20,000.00	20.9%
5516 Employment Exams	105.00	2,500.00	4.2%
5518 Retirement (TMRS) 5520 Unemployment (TWC)	46,093.46 56.25	191,225.00 3,600.00	24.1% 1.6%
3320 Onemployment (1 WO)	JU.23	5,000.00	1.070

Town of Hickory Creek Budget vs. Actual Year to Date 16.66% October through November 2020

	Oct - Nov 20	Budget	% of Budget
5522 Workman's Compensation	22,636.00	25,500.00	88.8%
Total Personnel	388,666.21	1,932,098.00	20.1%
Police Department			
5602 Auto Gas & Oil	3,906.48	20,000.00	19.5%
5606 Auto Maintenance & Repair	2,201.03	25,000.00	8.8%
5610 Books & Subscriptions	330.00	500.00	66.0%
5612 Computer Hardware/Software	9,456.49	45,000.00	21.0%
5614 Crime Lab Analysis	1,963.10	2,000.00	98.2%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	920.37	1,800.00	51.1%
5630 Personnel Equipment	17,889.94	25,000.00	71.6%
5634 Travel Expense	1,009.87	3,000.00	33.7%
5636 Uniforms	1,730.75	6,000.00	28.8%
5640 Training & Education	510.00	7,500.00	6.8%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	368.27	1,000.00	36.8%
5648 K9 Unit	1,197.81	1,500.00	79.9%
Total Police Department	41,484.11	139,300.00	29.8%
Public Works Department			
5702 Animal Control Donation	0.00	500.00	0.0%
5704 Animal Control Equipment	85.50	600.00	14.3%
5706 Animal Control Supplies	0.00	1,000.00	0.0%
5708 Animal Control Vet Fees	445.75	7,500.00	5.9%
5710 Auto Gas & Oil	1,417.36	9,500.00	14.9%
5714 Auto Maintenance/Repair	3,194.61	5,000.00	63.9%
5716 Beautification	1,596.29	95,000.00	1.7%
5718 Computer Hardware/Software	0.00	1,000.00	0.0%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	4,795.62	5,000.00	95.9%
5724 Equipment Maintenance	555.80	6,000.00	9.3%
5726 Equipment Rental	0.00	4,500.00	0.0%
5728 Equipment Supplies	431.47	6,500.00	6.6%
5732 Office Supplies/Equipment	276.33	500.00	55.3%
5734 Radios	765.09	3,800.00	20.1%
5738 Training	500.00	800.00	62.5%
5740 Travel Expense	0.00	1,000.00	0.0%
5742 Uniforms	168.27	2,600.00	6.5%
5748 Landscaping Services	16,276.74	140,000.00	11.6%
Total Public Works Department	30,508.83	291,150.00	10.5%
Services			
5802 Appraisal District	3,091.60	12,400.00	24.9%
5804 Attorney Fees	168.75	60,000.00	0.3%
5806 Audit	0.00	14,500.00	0.0%
5808 Codification	0.00	2,400.00	0.0%
5812 Document Management	0.00	600.00	0.0%
5814 Engineering	17,522.25	115,000.00	15.2%
5816 General Insurance	35,426.64	34,681.00	102.2%
5818 Inspections	16,142.00	56,000.00	28.8%
5820 Fire Service	153,408.25	615,000.00	24.9%
5822 Legal Notices/Advertising	312.10	2,500.00	12.5%
5824 Library Services	179.25	500.00	35.9%
5826 Municipal Judge	2,040.00	13,000.00	15.7%
5828 Printing	0.00	1,500.00	0.0%

Town of Hickory Creek Budget vs. Actual Year to Date 16.66% October through November 2020

	Oct - Nov 20	Budget	% of Budget
5830 Tax Collection	0.00	3,000.00	0.0%
5832 Computer Technical Support	63,522.00	41,750.00	152.1%
5838 DCCAC	0.00	2,172.00	0.0%
5840 Denton County Dispatch	0.00	29,632.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	100.00	0.0%
Total Services	291,812.84	1,004,935.00	29.0%
Special Events			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	1,134.97	6,000.00	18.9%
Total Special Events	1,134.97	13,000.00	8.7%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	9,106.82	65,000.00	14.0%
5904 Electric	3,863.37	20,000.00	19.3%
5906 Gas	232.16	1,500.00	15.5%
5908 Street Lighting	6,393.96	33,000.00	19.4%
5910 Telephone	2,903.55	28,000.00	10.4%
5912 Water	1,644.87	10,000.00	16.4%
Total Utilities & Maintenance	24,144.73	157,500.00	15.3%
Total Expense	1,057,940.70	6,283,176.00	16.8%
Net Ordinary Income	175,677.68	0.00	100.0%
Net Income	175,677.68	0.00	100.0%

Town of Hickory Creek Expenditures over \$1,000.00 November 2020

Ту	pe Date	Num	Name	Amount
	ary Income/Expense Expense Capital Outlay			
Bill Bill	5012 Streets & Road 11/20/2020 11/20/2020	I Improve Invoi Invoi	ement B & G Chemical K & K Systems, Inc.	1,249.80 8,242.12
	Total 5012 Streets &	Road Imp	rovement	9,491.92
Check	5028 Turbeville/Poir 11/10/2020	t Vista 4041	MSF Contracting Group	15,387.11
	Total 5028 Turbeville	Point Vist	ta	15,387.11
	Total Capital Outlay			24,879.03
Check Check	General Government 5212 EDC Tax Paym 11/05/2020 11/20/2020	ent 4037 4043	Hickory Creek Economic Development Hickory Creek Economic Development	35,361.29 44,093.65
	Total 5212 EDC Tax	Payment		79,454.94
	Total General Governme	ent		79,454.94
Bill	Municipal Court 5304 Building Secur 11/30/2020	ity Invoi	Crosspoint Communications	3,086.90
	Total 5304 Building S	ecurity		3,086.90
3ill	5332 Warrants Colle 11/13/2020	cted Invoi	McCreary, Veselka, Bragg and Allen, P.C.	1,860.77
	Total 5332 Warrants	Collected		1,860.77
	Total Municipal Court			4,947.67
3ill	Parks Corps of Engine 5438 Sycamore Bene 11/13/2020		Texas First Rentals LLC	3,196.67
	Total 5438 Sycamore	Bend		3,196.67
	Total Parks Corps of En			3,196.67
DII-	Police Department 5602 Auto Gas & Oil	D.1.4	MEM D	4 000 00
Check	11/30/2020	Debit	WEX Bank	1,989.23
	Total 5602 Auto Gas			1,989.23
Bill Bill	5606 Auto Maintena 11/13/2020 11/30/2020	nce & Re R.O Invoi	pair Christian Brothers Automotive Joe Goddard Enterprises	1,306.37 1,336.00
	Total 5606 Auto Main	tenance 8	Repair	2,642.37

Town of Hickory Creek Expenditures over \$1,000.00 November 2020

Ту	pe	Date	Num	Name	Amount
	Total Polic	e Department			4,631.60
Bill	5714 Au	orks Departme uto Maintenar 1/20/2020			0.400.07
DIII					2,498.87
		′14 Auto Maint	enance/F	Repair	2,498.87
Check		eautification 1/23/2020	Debit	CHECKCARD 1120 ARKANSAS FLAG AN	1,120.98
	Total 57	'16 Beautificat	ion		1,120.98
Bill		indscaping Se 1/13/2020	ervices Invoi	D & D Commercial Landscape Management	7,751.36
	Total 57	'48 Landscapir	ng Servic	es	7,751.36
	Total Publi	c Works Depa	ırtment		11,371.21
	Services				
Bill		ngineering 1/20/2020	Invoi	Halff Associates, Inc.	1,932.05
Bill		1/20/2020	Invoi	Halff Associates, Inc.	14,662.12
	Total 58	14 Engineerin	g		16,594.17
D.11		spections			
Bill		1/13/2020	Invoi	Vaughn Inspections Plus, LLC	16,142.00
		18 Inspections			16,142.00
Check		omputer Tech 1/04/2020	nical Su _l 4034	pport MiTech Services	22,152.00
	Total 58	32 Computer	Technical	Support	22,152.00
	Total Servi	ces			54,888.17
		Maintenance			
Check		dg Maintenan 1/02/2020	ce/Supp Debit	lies CHECKCARD 1030 NBF*NATL BIZ FUR	2,843.30
	Total 59	02 Bldg Mainte	enance/S	upplies	2,843.30
	5904 Ele				
Check	11	1/12/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	1,741.18
	Total 59	04 Electric			1,741.18
Check		reet Lighting 1/12/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,122.64
	Total 59	08 Street Ligh	ting	-	3,122.64
	Total Utilitie	es & Maintena	nce	-	7,707.12
Т	otal Expens	е		-	191,076.41

12:56 PM 12/16/20 **Accrual Basis**

Town of Hickory Creek Expenditures over \$1,000.00 November 2020

Туре	Date	Num	Name	Amount
Net Ordinary Ir	ncome			-191,076.41
Net Income				-191,076.41



MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 11/01/2020 - 11/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1592%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 11/30/20 WAS 1.000137.

MONTHLY ACTIVITY DETAIL						
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE		
	BEGINNING BALANCE			0.00		
11/18/2020	WIRE DEPOSIT	214573	4,000,000.00	4,000,000.00		
11/18/2020	WIRE DEPOSIT	214573	3,593.07	4,003,593.07		
11/30/2020	MONTHLY POSTING	9999888	216.02	4,003,809.09		
	ENDING BALANCE			4,003,809.09		

MONTHLY ACCOUNT SUMMARY					
BEGINNING BALANCE	0.00				
TOTAL DEPOSITS	4,003,593.07				
TOTAL WITHDRAWALS	0.00				
TOTAL INTEREST	216.02				
ENDING BALANCE	4,003,809.09				
AVERAGE BALANCE	1,734,890.33				

ACTIVITY SUMMARY (YEAR-TO-DATE)							
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST				
2020 CERTIFICATES OF OBLIGATIONS	4,003,593.07	0.00	216.02				





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 11/01/2020 - 11/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1592%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 11/30/20 WAS 1.000137.

MONTHLY ACTIVITY DETAIL							
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE			
	BEGINNING BALANCE			9,573.05			
11/30/2020	MONTHLY POSTING	9999888	1.22	9,574.27			
	ENDING BALANCE			9,574.27			

MONTHLY ACCOUNT SUMMARY				
BEGINNING BALANCE	9,573.05			
TOTAL DEPOSITS	0.00			
TOTAL WITHDRAWALS	0.00			
TOTAL INTEREST	1.22			
ENDING BALANCE	9,574.27			
AVERAGE BALANCE	9,573.05			

ACTIVITY SUMMARY (YEAR-TO-DATE)							
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST				
ANIMAL SHELTER FACILITY	0.00	0.00	69.88				





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276014

ACCOUNT NAME: CARES RELIEF FUND

STATEMENT PERIOD: 11/01/2020 - 11/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1592%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 11/30/20 WAS 1.000137.

MONTHLY ACTIVITY DETAIL							
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE			
	BEGINNING BALANCE			47,619.28			
11/30/2020	MONTHLY POSTING	9999888	6.24	47,625.52			
	ENDING BALANCE			47,625.52			

MONTHLY ACCOUNT SUMMARY				
BEGINNING BALANCE	47,619.28			
TOTAL DEPOSITS	0.00			
TOTAL WITHDRAWALS	0.00			
TOTAL INTEREST	6.24			
ENDING BALANCE	47,625.52			
AVERAGE BALANCE	47,619.28			

ACTIVITY SUMMARY (YEAR-	TO-DATE)		
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CARES RELIEF FUND	260,425.00	212,976.00	176.52





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 11/01/2020 - 11/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1592%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 11/30/20 WAS 1.000137.

MONTHLY ACTIVITY DETAIL					
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE	
	BEGINNING BALANCE	•		3,337.80	
11/20/2020	TRANSFER FROM 1668276001	6123346	77,000.00	80,337.80	
11/30/2020	MONTHLY POSTING	9999888	3.93	80,341.73	
	ENDING BALANCE			80,341.73	

MONTHLY ACCOUNT SUMMARY			
BEGINNING BALANCE	3,337.80		
TOTAL DEPOSITS	77,000.00		
TOTAL WITHDRAWALS	0.00		
TOTAL INTEREST	3.93		
ENDING BALANCE	80,341.73		
AVERAGE BALANCE	31,571.13		

ACTIVITY SUMMARY (YEAR-TO-DATE)					
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST		
HARBOR LANE - SYCAMORE BEND	77,000.00	0.00	27.88		

PAGE: 1 of 1



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



MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 11/01/2020 - 11/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1592%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 11/30/20 WAS 1.000137.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,880,651.01
11/20/2020	TRANSFER FROM 1668276002	6123345	119,936.06	4,000,587.07
11/20/2020	TRANSFER TO 1668276009	6123346	77,000.00 -	3,923,587.07
11/23/2020	ACH DEPOSIT	6123350	400,000.00	4,323,587.07
11/30/2020	MONTHLY POSTING	9999888	522.71	4,324,109.78
	ENDING BALANCE			4,324,109.78

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	3,880,651.01
TOTAL DEPOSITS	519,936.06
TOTAL WITHDRAWALS	77,000.00
TOTAL INTEREST	522.71
ENDING BALANCE	4,324,109.78
AVERAGE BALANCE	4,003,060.90

ACTIVITY SUMMARY (YEAR-TO-DATE)				
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST	
INVESTMENT FUND	1,932,912.06	2,179,192.27	36,628.93	





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 11/01/2020 - 11/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1592%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 11/30/20 WAS 1.000137.

MONTHLY A	CTIVITY DETAIL			
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			19.58
	ENDING BALANCE			19.58

MONTHLY ACCOUNT SUMMARY		
BEGINNING BALANCE	19.58	
TOTAL DEPOSITS	0.00	
TOTAL WITHDRAWALS	0.00	
TOTAL INTEREST	0.00	
ENDING BALANCE	19.58	
AVERAGE BALANCE	19.58	

ACTIVITY SUMMARY (YEAR-TO-	DATE)		
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	163,860.00	1,167.77





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 11/01/2020 - 11/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1592%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 11/30/20 WAS 1.000137.

MONTHLY ACTIVITY DETAIL					
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE	
	BEGINNING BALANCE			214,750.19	
11/20/2020	TRANSFER TO 1668276001	6123345	119,936.06 -	94,814.13	
11/30/2020	MONTHLY POSTING	9999888	22.68	94,836.81	
	ENDING BALANCE			94,836.81	

MONTHLY ACCOUNT SUMMARY			
BEGINNING BALANCE	214,750.19		
TOTAL DEPOSITS	0.00		
TOTAL WITHDRAWALS	119,936.06		
TOTAL INTEREST	22.68		
ENDING BALANCE	94,836.81		
AVERAGE BALANCE	170,773.63		

ACTIVITY SUMMARY (YEAR-TO-DATE)					
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST		
TURBEVILLE RD IMPROVEMENT FUND	0.00	119,936.06	1,563.72		



TOWN OF HICKORY CREEK, TEXAS ORDINANCE 2020-12-

AN ORDINANCE OF THE TOWN COUNCIL OF HICKORY CREEK, TEXAS, AMENDING THE TOWN'S CODE OF ORDINANCES, AND NUISANCES; ARTICLE CHAPTER **OFFENSES** FIREWORKS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER **CLAUSE: PROVIDING FOR SAVINGS: PROVIDING** FOR SEVERABILITY; 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, the Town Council desires to amend its ordinances concerning the use of fireworks within the Town limits to allow certain types of previously prohibited uses; and

WHEREAS, the Town Council deems the amendment necessary for the general health and welfare of the Town and in the best interest of the Town of Hickory Creek, Texas.

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

SECTION 3 AMENDMENT

3.01 That the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 8 Offenses and Nuisances, Article 8.02 Fireworks, Section 8.02.001 Definitions is hereby amended to read as follows:

"In this article the following definitions shall be used:

Discharge. A chemical reaction resulting in fire or combustion.

Distribution. To pass control from one person to another.

Fire marshal. An individual appointed by the town council whose duties shall include enforcement of this article, the fire code, and any other law pertaining to regulation of fireworks in the corporate limits of the town.

Fireworks. Any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration, or detonation, and that is defined as "special fireworks" by 49 CFR section 173.88(d) (1983), or as "common fireworks" by 49 CFR section 173.100(r) (1983), except those which (1) do not become airborne in use, (2) do not emit sparks or open flames more than two feet from the ground when in use, and (3) do not emit an audible report when in use.

Minor. A person younger than 17 years old.

Offer for sale. Indicates by words or actions that a firework can be obtained for remuneration.

Possession. Having under one's care, custody, or control.

Public display. The igniting of fireworks for public amusement.

Sale. To exchange any fireworks for a remuneration.

Storage. To keep in a place used or adapted for storage."

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

SECTION 4 CUMULATIVE REPEALER CLAUSE

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

<u>SECTION 5</u> SAVINGS CLAUSE

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any all violations of the provisions the Town's Code of Ordinances or of any other ordinance affecting park regulations, 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 buy may be prosecuted until final disposition by the court.

SECTION 6 SEVERABILITY

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

SECTION 7 ENGROSSMENT AND ENROLLMENT

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

SECTION 8 EFFECTIVE DATE

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

AND IT IS SO ORDAINED

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this 28th day of December, 2020.

	Lynn C. Clark, Mayor Town of Hickory Creek, Texas
ATTEST:	Town of Thekory Creek, Texas
Kristi K. Rogers, Town Secretary Town of Hickory Creek, Texas	

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

TOWN OF HICKORY CREEK, TEXAS RESOLUTION NO. 2020-1228-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND HALFF & ASSOCIATES FOR PROFESSIONAL PLANNING SERVICES FOR DEVELOPMENT STIMULUS PLAN AND GIS ZONING MAP 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 for professional planning services for Development Stimulus Plan and GIS Zoning Map, hereinafter the "Agreement"; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 28th day of December, 2020.

Lynn C. Clark, Mayor	

RESOLUTION 2020-1228-___ PAGE 1

ATTEST:
Kristi Rogers, Town Secretary
APPROVED AS TO FORM:
Dorwin L. Sargent, III, Town Attorney Town of Hickory Creek, Texas



December 17, 2020

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

Re: Professional Planning Services for Development Stimulus Plan, GIS Zoning Map - REVISED

Dear Mr. Smith:

Halff Associates, Inc. (Halff) is pleased to present our fee proposal for Development Stimulus Planning services pertaining to undeveloped land parcels in the Town of Hickory Creek. The project consists of one undeveloped 35-acre land parcel remaining in the Town. The proposed plan will look to capture development opportunities. A potential 30-acre parcel may be included in the planning as an additional service.

A GIS zoning map is also included in the scope of services and fees.

We have developed a scope of work required is included as descriptions in Attachment "A." Professional Services fees for the scope of work described is included in Attachment "B". The fees quoted in this proposal will be honored for up to 45 days from the date of this proposal.

We appreciate the opportunity to be of service to you. If this proposal meets your approval, we will forward under separate cover a professional services agreement for review and execution. It is understood and agreed that by signing an agreement, access to the property referenced in this proposal is granted for the purpose of conducting site visits and/or field survey work. Please feel free to contact me if you have any questions or comments concerning this matter.

WWW.HALFF.COM

Sincerely,

Halff Associates, Inc.

Timothy May, PLA

Director of Planning and Landscape Architecture

TEL (817) 847-1422

FAX (817) 232-9784



ATTACHMENT "A" Scope of Services

The Hickory Creek community has only a few development sites remaining in the Town limits. Because a high proportion of the Town's land is consumed by residential uses, the Town would like to examine opportunities to enhance its tax base by attracting a wider range of uses to these sites. Through an assessment of the market and community forces shaping demand, Halff Associates will work with the Town to prepare a Development Stimulus Plan(s) for the 35-acre parcel which may include retail, entertainment, office and potentially new higher density housing and can serve as the basis for regulatory changes to guide future development. This will be tasked as a Base Planning Service.

Additional Planning Service will include performing the same base planning services for the 30-acre parcel, which may include retail, entertainment, office and potentially new higher density housing and can serve as the basis for regulatory changes to guide future development. This planning service will be performed at the direction of the client and simultaneously with Base Planning Service.

The creation of a GIS Zoning Map is included in the scope of services.

TASK 1: BASE PLANNING SERVICE

PHASE 1: PROJECT INITIATION & SITE EVALUATION - 35 ACRE PARCEL

1.1.1 PROJECT INITIATION ACTIVITIES

Halff Associates will:

- A. Meet with Town staff to establish key milestones, discuss needed information, refine the planning process, finalize project goals, and refine the final public engagement strategy. We will tour the project site(s) with staff to gain insight into planning area characteristics.
- B. Obtain key maps and background data from Town staff and other entities, including digital copies of all existing plans and studies that could influence or have an impact on the outcome of the master planning process.
- C. Work with the Town Manager and officials to identify key stakeholders to serve as a Technical Advisory Group, who will assist with preparing the preparation of a Development Stimulus Plan.



1.1.2 PRE-PLANNING AND BACKGROUND INFORMATION

Halff will conduct the following activities to prepare for a design workshop with the Technical Advisory Group:

- A. Prepare base maps/GIS files to serve as the foundation of this planning effort
- B. Review and analyze previous studies/plans/development applications and other documentation that may influence or impact this planning effort and identify existing recommendations from other sources that may support this effort or its post-adoption implementation.

PHASE 1, KEY DELIVERABLES – 35 ACRE PARCEL

Map and data which will be incorporated into subsequent development stimulus plan workshop materials, public outreach materials, and final report documents.

PHASE 2: EXISTING CONDITIONS & ASSESSMENT – 35 ACRE PARCEL

1.2.1 BACKGROUND ANALYSIS

Utilizing data collected during Phase 1, Halff Associates will:

- A. Review and incorporate baseline demographic and socioeconomic data from the U.S. Census Bureau, the Town's planning documents, and other sources as may be applicable.
- B. Review the development history of the planning area (with an emphasis on vacant tracts) and surrounding area to understand the pace and character of land use transitions over time.

1.2.2 EXISTING AND FUTURE LAND USE ANALYSIS

The Halff team will conduct an analysis that focuses on a variety of land uses and opportunities to harness a mixed-use market in Hickory Creek's favor. Analysis will define current conditions in terms of retail, entertainment, office space and high-density residential uses.

1.2.3 EXISTING CONDITIONS INVENTORY AND ANALYSIS

Utilizing data collected during Phases 1-3, Halff Associates will:

- A. Identify and evaluate the geographic, natural, and developed attributes of development tracts and surrounding areas.
- B. Prepare a baseline inventory and analysis in text, map, and table format of the area's community facilities and services; existing infrastructure and major transportation



- features; environment and natural conditions; neighborhood character; parks, recreation, and open spaces, as well as existing land use and development patterns.
- C. Verify planning team presumptions for the next Phase with Town staff regarding community characteristics and land development goals and generate a preliminary vision statement and area development goals for additional consideration.

PHASE 2, KEY DELIVERABLES - 35 ACRE PARCEL

Presentation materials (maps, graphs, charts, photographs, etc.) for all public outreach activities, and for inclusion in the Development Stimulus Plan report document.

An analysis narrative, illustrated with charts, graphs and text to indicate major economic drivers. A high-level analysis to determine the potential for retail, entertainment, office, high density residential in the context of regional conditions, current context and local vision.

TASK 2: ADDITIONAL PLANNING SERVICE - 30 ACRE PARCEL

PHASE 1: PROJECT INITIATION & SITE EVALUATION — 30 ACRE PARCEL

2.1.1 PROJECT INITIATION ACTIVITIES

Halff Associates will:

- A. Meet with Town staff to establish key milestones, discuss needed information, refine the planning process, finalize project goals, and refine the final public engagement strategy. We will tour the project site(s) with staff to gain insight into planning area characteristics.
- B. Obtain key maps and background data from Town staff and other entities, including digital copies of all existing plans and studies that could influence or have an impact on the outcome of the master planning process.
- C. Work with the Town Manager and officials to identify key stakeholders to serve as a Technical Advisory Group, who will assist with preparing the preparation of a Development Stimulus Plan.

2.1.2 PRE-PLANNING AND BACKGROUND INFORMATION

Halff will conduct the following activities to prepare for a design workshop with the Technical Advisory Group:

A. Prepare base maps/GIS files to serve as the foundation of this planning effort



B. Review and analyze previous studies/plans/development applications and other documentation that may influence or impact this planning effort and identify existing recommendations from other sources that may support this effort or its post-adoption implementation.

PHASE 1, KEY DELIVERABLES - 30 ACRE PARCEL

Map and data which will be incorporated into subsequent development stimulus plan workshop materials, public outreach materials, and final report documents.

PHASE 2: EXISTING CONDITIONS & ASSESSMENT – 30 ACRE PARCEL

2.2.1 BACKGROUND ANALYSIS

Utilizing data collected during Phase 1, Halff Associates will:

- A. Review and incorporate baseline demographic and socioeconomic data from the U.S. Census Bureau, the Town's planning documents, and other sources as may be applicable.
- B. Review the development history of the planning area (with an emphasis on vacant tracts) and surrounding area to understand the pace and character of land use transitions over time.

2.2.2 EXISTING AND FUTURE LAND USE ANALYSIS

The Halff team will conduct an analysis that focuses on a variety of land uses and opportunities to harness a mixed-use market in Hickory Creek's favor. Analysis will define current conditions in terms of retail, entertainment, office space and high-density residential uses.

2.2.3 EXISTING CONDITIONS INVENTORY AND ANALYSIS

Utilizing data collected during Phases 1-3, Halff Associates will:

- A. Identify and evaluate the geographic, natural, and developed attributes of development tracts and surrounding areas.
- B. Prepare a baseline inventory and analysis in text, map, and table format of the area's community facilities and services; existing infrastructure and major transportation features; environment and natural conditions; neighborhood character; parks, recreation, and open spaces, as well as existing land use and development patterns.



C. Verify planning team presumptions for the next Phase with Town staff regarding community characteristics and land development goals and generate a preliminary vision statement and area development goals for additional consideration.

PHASE 2, KEY DELIVERABLES – 30 ACRE PARCEL

Presentation materials (maps, graphs, charts, photographs, etc.) for all public outreach activities, and for inclusion in the Development Stimulus Plan report document.

An analysis narrative, illustrated with charts, graphs and text to indicate major economic drivers. A high-level analysis to determine the potential for retail, entertainment, office, high density residential in the context of regional conditions, current context and local vision.

TASK 3: GIS ZONING MAP

PHASE 1: GIS Zoning Map

3.1.1 TOWN MAP UPDATE

Converting the existing Town Zoning Map into a GIS system will make it easier for the Town and the development community to track what is permissible on a given property. For this task, Halff will prepare an updated Hickory Creek Zoning map that includes an aerial image, Town limits, roads, parcels, and zoning designations based on information provided by the Town. This map would be 36"x48" in size. Digital files will be created for future revisions.

Information required from the Town to Complete this task includes:

- 1. Previous Town maps to create an updated Town map.
- 2. Current Zoning information pertaining to parcels to be revised from previous map.

This scope does not include an interactive, online map that is accessible through the Town's website. However, this service could be provided for an additional fee. There are a variety of options available to establish an online map and fees would depend on the method used for setup and hosting.

PHASE 3, KEY DELIVERABLES - GIS ZONING MAP

- 1. PDF of Town Zoning Map
- 2. Town Map (36"x48") 2 Draft Copies and 1 Final Copy
- 3. Digital file of Map



If additional services and revisions are desired, such as:

- 1. Input of data not mentioned in above scope of work into GIS Database
- 2. Deed research for parcel boundary resolution
- 3. Zoning research beyond the information provided by the Town

They can be provided at an hourly fee upon request.

TASK 4: DEVELOPMENT STIMULUS PLAN WORKSHOP

PHASE 1: PLANNING WORKSHOP

To motivate new development that matches the conditions and character desired by the Town of Hickory Creek, Halff will help the Town host a planning workshop to consider potential development scenarios for the identified vacant property. Key to the success of this strategy is the participation of one or more of the property owners associated with the parcel. Participant will include Hickory Creek Town officials, the property owner(s); and the Technical Advisory Group appointed by the Town.



4.1.1 PREPARATION OF WORKSHOP MATERIALS

Halff Associates will prepare the invitation, agenda, maps and a PowerPoint presentation for the Planning Workshop as well as handouts that describe the results of analysis done prior to the workshop. We will also provide a design workshop toolkit, including flip charts, markers, stickers and other office supplies needed to record the experiences of the day and translate them into design concepts that reflect Hickory Creek's goals and aspirations for these properties.

4.1.2 DEVELOPMENT STIMULUS PLAN WORKSHOP

This workshop will be a one-day process to examine the data, maps and other information gathered in previous phases, and to solicit input from the Town's identified stakeholders. The workshop venue will ideally be located within or in close proximity to the planning area, offer high speed internet and provide for a free-flowing discussion.

A. Workshop Day

 Morning: Technical Issues. Discussions and activities will focus on site characteristics, public services, and public goals, and how they influence preliminary



- site development ideas. (Afternoon Preliminary Concepts Workshop). The workshop will focus on the presentation on two (2) or more site plan and land development scenarios, and the receipt of feedback.
- Afternoon: The planning team will present refined site plan and development scenarios and discuss modifications to the proposed plan.

PHASE 4, KEY DELIVERABLES DEVELOPMENT STIMULUS PLAN WORKSHOP

- **Two-day workshop**. Discussions, activities, and presentation materials on existing site conditions, development challenges and opportunities, public services, and public goals.
- **Two area development concepts** that consider all three parcels, including site plan concepts and land development scenarios for further refinement.

TASK 5: DEVELOPMENT STIMULUS PLAN REFINEMENT

PHASE 1: PLAN REFINEMENT

5.1.1 REPORT PREPARATION

- A. Following the completion of the Development Stimulus Plan workshop, materials generated will be reformatted by Halff Associates into a summary report document. A brief narrative will accompany the workshop results that describes the planning process; goals, strategies, and actions; land use and development intensity; transportation, open space and utilities.
- B. A Future Land Use Plan will be developed to accompany the selected design scenarios. The Future Land Use Plan is a map of preferred patterns of future development, and also a tool to guide staff, elected and appointed officials and the development community in the type of development to be located within the indicated areas. Protecting public health, safety, and general welfare and preserving important community features and values are the core purposes of the Future Land Use Plan. If adopted as an amendment to the Comprehensive Plan, it will serve as official guidance to future planning and zoning decisions, as well as the basis for amended zoning regulations

5.1.2 **REPORT REVISION**

Halff Associates will prepare a Public Hearing Draft of the Plan report.



PHASE 5, KEY DELIVERABLES

- Public Hearing Draft Report of the Development Stimulus Plan based upon the results of the Design Workshop and subsequent refinements.
- Future Land Use Plan amendment to the Comprehensive Plan, with proposed land use categories for selected areas.

TASK 6: ADOPTION PROCESS

PHASE 1: PROCESS

6.1.1 CONDUCT ADOPTION MEETINGS

- A. Participate in a public hearing at a joint meeting of the Planning Commission and Town Council for final community input on the plan recommendations. The Planning Commission is intended to provide a recommendation to the Town Council on the Public Hearing Draft.
- B. Halff's attendance at both the Planning and Zoning Commission meeting, and Town Council meeting is contingent on both meetings being held on the same day.

6.1.2 FINAL PLAN SUBMITTAL

- A. Halff Associates will produce a color digital original of the final Development Stimulus Plan report for use by the Town on-line use and as a reproduction. Accompanying full color digital map files (PDF and MXD format) will be provided for independent display and reproduction.
- B. The final Plan report submitted to the Town will incorporate a single set of revisions which reflect any revisions required by Town Council as conditions of approval.

PHASE 6, KEY DELIVERABLES

Final plan originals (In Design and PDF formats) will be produced in the latest versions of the software and ArcGIS. Originals will be provided in these formats and a consolidated and printable Adobe PDF.



Attachment "B" BASIS OF COMPENSATION

Hickory Creek Stimulus Plan Town of Hickory Creek, Texas

Base Scope of Work – Halff Associates will provide labor and personnel to perform the base services outlined in Exhibit 'A' on a lump sum basis. Fees for services will be billed on a monthly basis, based on the percentage of work completed.

	Base Planning		Additional
Task - Description	Fee: 35-Acre	GIS Zoning Map	Planning Fee:
	Parcel		30-Acre Parcel*
(1) Project Initiation, Management & Site Evaluation	\$ 2,000		\$ 1,000
(2) Existing Conditions Assessment	\$ 5,000		\$ 2.500
(3) GIS Zoning Map		\$ 5,000	Not Applicable
(4) Development Stimulus Plan Workshop	\$ 7,500		\$ 1,000
(5) Development Stimulus Plan Refinement	\$10,000		\$ 5,000
(6) Adoption Process	\$ 5,000		\$ 500
Direct Expenses	\$ 500		
Subtotal Professional Fee as Scoped	\$30,000	\$ 5,000	\$10,000
Professional Fee	\$45,000		
Additional Services			
 Survey to gather public input on preliminary concept. Reduces the likelihood of development delays due to public opposition. 	\$3,000		
 Online, interactive zoning map (pricing based on level of service desired by Town of Hickory Creek) 	TBD		

^{*} Fees if done simultaneously with Base Planning Fee Scope and authorized by Client



Printing Expenses

Printing expenses of additional plan copies are not included in base fee in this scope of services. Additional plan copies can be provided at the following rates:

Final Plan Printing Expenses (if applicable):

Prints - Letter and Legal/Color \$0.20/sheet

Prints - Letter and Legal/B&W \$0.10/sheet

Prints - 11x17/Color \$1.50/sheet

Prints - 11x17/B&W \$0.75/sheet

The estimated fee is based on outlined scope. Fees to be renegotiated should an increase in scope occur and/or if the project pursues additional conceptual master planning. The estimated fees for Item I.A through I.C established above, shall be considered lump sum fees unless otherwise noted. Our services will be invoiced monthly based on the percentage of work completed. Costs incurred will be carefully monitored during the progress of this project and the fees will not be exceeded without prior approval from the Client.

Reimbursable Expenses such as mileage, printing, plotting and reproduction, postage, messenger service, equipment, City and County review fees, and project related travel will be billed separately at 1.10 times the direct cost incurred. This fee does <u>not</u> include permit fees.

The budget established above is based on obtaining an approved site plan prior to start of work. The budget established above does <u>not</u> include revisions once the design is underway. If revisions are requested by the Client, a revision to the scope and budget will be required.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does <u>not</u> require sales taxes on other professional services. If new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

The following services are <u>not</u> included within this Scope of Work but are available upon request as "Additional Services".

- 1. Engineering services of any kind, except as specifically identified;
- 2. Preparation of construction documents;
- 3. Survey services of any kind;



- 4. Construction administration services;
- 5. Cost estimating services;
- 6. Platting, preparing easements or right-of-way parcel preparation and acquisition;
- 7. Research of "as-built" drawings;
- 8. Wetland assessments:
- 9. Texas Department of Licensing and Regulation (TDLR), Federal and State regulatory agency file review;
- 10. Evaluation of permitting requirements;
- 11. Utility application packages for installation of facilities within establish or proposed easements;
- 12. Quality control and material testing services during construction;
- 13. Topographic, improvement or boundary surveys except as specifically identified in this proposal;
- 14. Record drawings of improvements included in the landscape architect scope of services;
- 15. Preparation of easements or dedication exhibits except as specifically identified in this proposal;
- 16. Construction staking;
- 17. Floodplain studies or reclamation plans;
- 18. Design of any facilities within the limits of the building;
- 19. Review of Engineers' certificates. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance;
- 20. This proposal includes the design of on-site facilities only. Design of any off-site utility or drainage facility extensions, except as specifically identified under Attachment A of this proposal, which may be required to serve the property is not included;
- 21. Design and Surveying services for the Project Architect or Construction Contractor;
- 22. Preparation of presentation materials for marketing or purposes other than those defined within Section A;
- 23. Public engagement meetings or other presentations, other than those defined in Attachment "A";
- 24. Providing professional services for the field selection of plant materials;
- 25. Providing services other than those outlined in Attachment "A" Scope of Services;
- 26. Site visits or meetings as requested above and beyond the number identified in Attachment "A" Scope of Services.

TOWN OF HICKORY CREEK, TEXAS RESOLUTION NO. 2020-1228-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND JOE GODDARD ENTERPRISES CONCERNING SIREN MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Joe Goddard Enterprises (hereinafter the "Agreement") to provide maintenance on all sirens and siren cabinets, 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 28^{th} day of December, 2020.

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

RESOLUTION 2020-1228-__ PAGE 1

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

RESOLUTION 2020-1228-__ PAGE 2

Town of Hickory Creek, TX. & Joe Goddard Enterprises, LLC. CONTRACT

SECTION A. – AUTHORITY AND PURPOSE

A.1 AUTHORITY

Joe Goddard Enterprises LLC,	hereinafter called	the OWNE	ER, and the a	uthorized repi	resentative for
The Town of Hickory Creek,	TX., hereinafter	called the	CONTRACTO	OR executed	this contract
on the					
day of	, 2020 between	the authorize	ed representativ	ves. This conti	ract includes
all documents, and attachments	reflected herein.		_		

A.2 PURPOSE

This contract is for the yearly annual maintenance, inspection and annual renewals for the mass notification outdoor warning sirens located in Hickory Creek, TX.

SECTION B. – SUPPLIES OR SERVICES

B.1 REQUIREMENTS

CONTRACTOR will perform annual preventative maintenance services on all sirens using Goddard owned and operated equipment. We will provide full-service maintenance on both the siren heads and control equipment. Pictures if applicable, data sheets, and proof of work will be provided. Any deficiencies found will be corrected during this time if parts and equipment allow or otherwise scheduled for repair. Maintenance on all systems, functions, and components, will be performed in accordance with manufacturer recommendations. The CONTRACTOR's assurances and provisions of the estimate, Quote #001019 and proposal are incorporated into the scope of work.

B.2 TOTAL COSTS

The total cost for this lump sum contract is One Thousand Two Hundred Sixty Three 12/100 Dollars (\$1,263.12) and shall be paid according to the quote submitted by the CONTRACTOR.

SECTION C.-TERM OF CONTRACT

The term of this contract shall become effective from the date of execution of this contract by the OWNER and CONTRACTOR. The CONTRACTOR shall complete the work described in this contract within 120 Calendar Days after the date on which the contract time begins, subject to such extensions as may be authorized by the terms of the contract and the specifications made a part thereof. The time stated for completion shall include final cleanup of the premises. Contract time count will begin as specified in the Notice to Proceed.

SECTION D.- CONTRACT ADMINISTRATION DATA

D.1 CONTRACTOR LIABILITY INSURANCE

The CONTRACTOR shall purchase and maintain in a company or companies authorized to do business in the State of Oklahoma, such insurance that shall protect the CONTRACTOR from claims set forth below that may arise out of or result from operations under the contract by the CONTRACTOR, or by a subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable;

- a. Claims under worker's or workmen's compensation, disability benefits and other similar employee benefit laws, which are applicable to the work performed by CONTRACTOR;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees under any applicable employer's liability law;

- Claims for damages covered by usual personal injury liability coverage, which a person sustains because of an offense directly or indirectly related to employment of such person by the CONTRACTOR;
- d. Claims for damages for bodily injury or death or a person or property damage arising out of ownership, maintenance, or use of a motor vehicle involved in project work performance.

The insurance required by the above subparagraphs shall be as follows:

- a. Workman's Compensation \$1,000,000.00;
- b. Bodily Injury Liability \$1,000,000.00 per occurrence;
- c. Personal Injury Liability \$1,000,000.00 per occurrence;
- d. Property Damage \$100,000.00 per occurrence.

D.2 – PAYMENT TO CONTRACTOR

The OWNER shall make a single payment for the total price quote upon completion and acceptance of work. The CONTRACTOR shall deliver to the OWNER an invoice for payment. Within thirty days of the OWNER'S receipt of a properly submitted and correct invoice, the OWNER shall make payment to the CONTRACTOR.

The CONTRACTOR warrants that: (1) title to work, materials and equipment covered by an invoice will pass to the OWNER either by incorporation in construction or upon receipt of payment by the CONTRACTOR, whichever comes first; (2) work, materials and equipment covered by the previous invoices are free and clear of liens, claims, security interest or encumbrances, hereinafter referred to as "liens"; and, (3) no work, materials or equipment covered by an invoice will have been acquired by the CONTRACTOR, or any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise by the CONTRACTOR or such other person.

Final payment shall not become due until the CONTRACTOR submits to the OWNER: (1) an affidavit that all bills for materials and equipment, and other indebtedness connected with the Project for which the OWNER or OWNER'S property might be liable have been paid or otherwise satisfied; (2) if required by the OWNER, other data establishing payment or satisfaction of obligations, such as release and waivers of liens arising out of this contract, to the extent designated by the OWNER.

D.3 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONTRACTOR shall save and hold harmless and indemnify the OWNER against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any person or persons and for loss or damage to work under the terms of this

contract, resulting in whole or in part from the negligent acts or omissions of CONTRACTOR, and Subcontractor, or any employee, agent, representative of CONTRACTOR or Subcontractor.

D.4 DAMAGE TO OWNER'S PROPERTY FROM CAUSES OTHER THAN CONTRACTOR'S NEGLIGENCE

Nothing in the above paragraphs shall be considered to preclude the OWNER from receiving the benefits of any insurance the CONTRACTOR may carry that provides for indemnification for any loss, or destruction of, or damage to, property in the custody case of the CONTRACTOR. The CONTRACTOR shall do nothing to prejudice the OWNER'S right to recover against third parties for any loss, destruction of, or damage to OWNER'S property.

D.5 NOTICE

The CONTRACTOR shall give Notice to the OWNER by written notice, personal service, or by registered mail to:

Town of Hickory Creek, TX. 1075 Ronald Reagan Ave Hickory Creek, TX 75065 Phone: 940-497-2528 ext 231

The OWNER shall give Notice by written notice personally served, or by registered mail to:

Joe Goddard Enterprises, LLC 11950 Thousand Oaks Drive Edmond, Oklahoma 73034 Phone: (405) 830-9057

SECTION E – CONTRACT CLAUSES

E.1 CLAUSE AGREEING NOT TO ARBITRATE DISPUTES

Both parties agree not to arbitrate regarding any disputes or disagreements in regards to this agreement. Any references to "arbitration" in this agreement and/or its attachments, references, applicable law or any other possible use of "arbitration" in the courts in the State of Texas or any State or the Courts of the United States is hereby stricken, disallowed and null and void. Any provision of this Agreement whether or not incorporated herein by reference that provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null

and void. Nothing contained in any provision incorporated herein by reference that purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or other-wise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the Agreement is capable of execution.

SECTION F – FEDERAL COMPLIANCE

(1) The CONTRACTOR shall retain all applicable required records for three (3) years after final payment and all other pending matters are close; (2) Comply with all applicable standards, orders, or requirements issued under § 306 of the Clean Air Act (42 U.S.C. § 1857(h)), § 508 of the Clean Water Act (33 U.S.C. § 138) Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15); (3) Warranty that delivery of items of work required will be free of asbestos in any form whatsoever; (4) Comply with Federal Standard No. 313 (including revisions adopted during the term of the contract) with regard to Hazardous Material Identification and Material Safety Data; (5) Comply with the Copeland "Anti-kickback" Act (19 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 C.F.R. Part 3); (6) Comply with the prevailing wage rate as prescribed by the U.S. Department of Labor, and provide certified payroll with payment request to OWNER.

SECTION H – OTHER PROVISIONS

H.1 CHANGES

OWNER will oversee and direct technical changes to plans or specifications under this contract. Changes that requires an increase to the negotiated contract budget or an increase in the negotiated performance period or are a significant departure from the scope or the objective of the project shall require approval.

H.2 CONTRACT MODIFICATIONS

No modification to this Agreement shall take effect unless the CONTRACTOR makes a written request, and the OWNER approves of the modification in writing.

H.3 INTEGRATION CLAUSE

This Agreement represents the entire and integrated agreement between the OWNER and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. The OWNER and CONTRACTOR may amend this agreement only by written instrument signed by both parties.

IN WI	TNESS WHE	REOF, the said parti	es have respectivel	y set their han	nds and sea	ls on this A	Agreement
the	day of	, 202	0.				

Town of Hickory Creek, TX.	
(SIGNATURE)	
(PRINTED NAME)	(TITLE)
Incorporated Seal, if Incorporated	
	Linda Goddard
	Owner
	Joe Goddard Enterprises, LLC.

TOWN OF HICKORY CREEK, TEXAS ORDINANCE NO. 2020-12-___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING CHAPTER 14 ZONING, ARTICLE XIII C-1 COMMERCIAL DISTRICT, SECTION 3 BUILDING REGULATIONS; AMENDING CHAPTER 14 ZONING; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AND EFFECTIVE DATE.

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

WHEREAS, the Town Council is empowered under section 51.012 of the Local Government Code to adopt ordinances necessary for the government, interest, welfare, or good order of the municipality; and

WHEREAS, the Town Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order 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 the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas and necessary for the government, interest, welfare, and good order of the Town.

SECTION 3. AMENDMENTS

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 14: <u>Zoning</u>, Article XIII C-1 <u>Commercial District</u>, Section 3 <u>Building Regulations</u> subsection (2) is hereby amended to read:

"All commercial areas adjacent to residential areas shall be separated from the residential area by the erection of a sight barrier fence which must be eight feet in height and constructed of 100 percent masonry materials."

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

SECTION 4. CUMULATIVE REPEALER CLAUSE

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

SECTION 5. SAVINGS CLAUSE

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting utility rates and fees 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 court.

SECTION 6. SEVERABILITY

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

SECTION 7. PENALTY

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 a court of competent jurisdiction to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined, except as otherwise provided herein, in a sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 8. PUBLICATION CLAUSE

The Town Secretary of the Town of Hickory Creek is hereby directed to publish in the Official newspaper of the Town of Hickory Creek, the Caption, Penalty Clause, 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. 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 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 10. EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

	PASSED AND	APPROVED by	the Town	Council o	of the Town	of Hickory	Creek, T	Texas
this 28 th	day of December	er, 2020.				•		

	Lynn Clark, Mayor Town of Hickory Creek, Texas	
ATTEST:		
Kristi Rogers, Town Secretary Fown of Hickory Creek, Texas		
IUWII UI IIICKUI Y CIECK, IEXAS		

APPROVED	AS TO FOR	M:
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Dorwin L. Sargent, III, Town Attorney Town of Hickory Creek, Texas



November 12, 2020 AVO 37638.200

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

RE: 6060 S. Stemmons Freeway – Site Plan

1st Review

Dear Ms. Chaudoir:

The Town of Hickory Creek received a Site Plan application for the addition of an approximately 8,000 square foot parking area as part of the 6060 S. Stemmons Freeway site on November 12, 2020. The engineer is Viewtech, Inc., and the owner/applicant is Jake Reichenstien.

Halff reviewed the subject parking lot expansion only and recommends approval of Site Plan for this improvement. Development of future building(s) and parking lots will be subject to further review of the Site Plan.

Sincerely,

HALFF ASSOCIATES, INC.

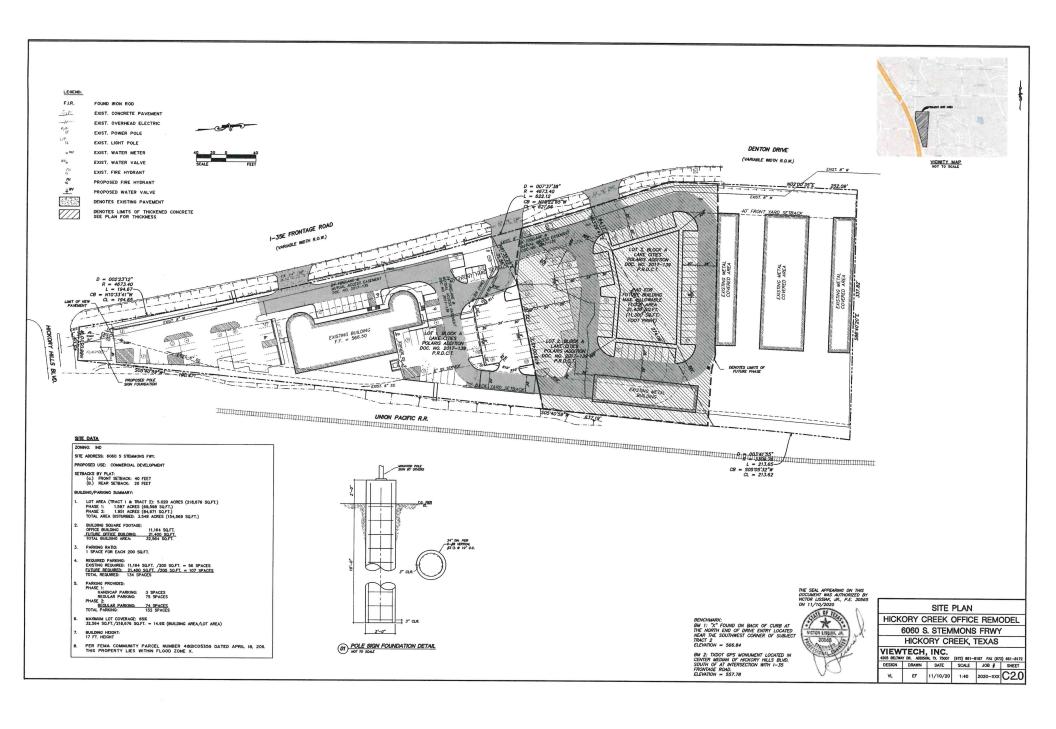
Lee Williams, PE Town Engineer

C: Kristi Rogers – Town Secretary

John Smith – Town Administrator

Attachment: Site Plan Markup

Checklist Markup



TOWN OF HICKORY CREEK, TEXAS RESOLUTION NO. 2020-1228-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND TEXAS DEPARTMENT OF TRANSPORTATION CONCERNING LANDSCAPE IMPROVEMENT AND MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Texas Department of Transportation (hereinafter the "Agreement") to provide improvements to landscaping, 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 28th day of December, 2020.

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

RESOLUTION 2020-1228-___ PAGE 1

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

RESOLUTION 2020-1228-___ PAGE 2

LANDSCAPE MAINTENANCE AGREEMENT



THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this day of , 2020, by and between the Texas Department of Transportation, hereinafter referred to as the "State", and the **Town of Hickory Creek** Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated <u>August 19, 1994</u>, the provisions of which are incorporated herein by reference, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the maintenance of the Iandscape improvements project which is located on IH 35E non-controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in Attachment A, the location map for this project, and limited to the portions along IH 35E along Lake Hill Drive.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the pa	rties have hereunto affixed their signature	∋s,
the City of	on theday	of
, year, a	nd the Texas Department of Transportation	on,
on theday of	, year	
ATTEST:	THE STATE OF TEXAS	
CITY OF <u>Hickory Creek</u>	Executed for the Executive Director a approved for the Texas Transportat Commission for the purpose and effort of activating and/or carrying out	ion ect
By Mayor, City of Hickory Creek	orders, and the established policies work programs heretofore approved a authorized by the Texas Transportat Commission.	or and

Attachment A – Location Map



TOWN OF HICKORY CREEK, TEXAS RESOLUTION NO. 2020-1228-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND LAKEVIEW POINTE VISTA HOMEOWNERS ASSOCIATION, INC. CONCERNING LANDSCAPE IMPROVEMENT AND MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Lakeview Pointe Vista Homeowners Association, Inc. (hereinafter the "Agreement") to provide improvements and maintenance to landscaping, 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 28th day of December, 2020.

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

RESOLUTION 2020-1228-___ PAGE 1

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

RESOLUTION 2020-1228-___ PAGE 2

STATE OF TEXAS)
)
COUNTY OF DENTON)

AGREEMENT

This Agreement is made and entered into as of this 28th day of December, 2020, by and between the Town of Hickory Creek, Texas (the "Town") and Lakeview at Point Vista Homeowners Association, Inc. (the "HOA"), acting by and through their respective duly authorized officers.

WHEREAS, the Town is a party to a Landscape Maintenance Agreement between the Town and the Texas Department of Transportation (the "LMA"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Town desires to delegate its obligations under the LMA to the HOA so that the HOA may maintain the property described in the LMA to the standards identified in the LMA; and

WHEREAS, the HOA desires to perform the maintenance obligations described in the LMA on behalf of the Town.

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

1. The HOA shall perform all maintenance obligations of the Town described in the LMA. The City and HOA may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards and must be approved by the State in writing prior to any work being performed.

The HOA shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The HOA will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

- 2. Term. This Agreement becomes effective upon its execution date and shall remain in effect until terminated or modified as hereinafter provided.
- 3. Amendment. The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.
- 4. Termination. It is understood and agreed between the parties hereto that should either party

fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

	TOWN OF HICKORY CREEK
	By:LYNN C. CLARK, MAYOR LAKEVIEW AT POINT VISTA HOMEOWNERS ASSOCIATION, INC.
	By:
ATTEST:	
KRISTI K. ROGERS, TOWN SECRETARY	
BY:	
APPROVED AS TO LEGAL FORM: DORWIN L. SARGENT, III, TOWN ATTORNEY	
BY:	



AGENDA INFORMATION SHEET

MEETING DATE: December 28, 2020

AGENDA ITEM: Consider and act on an appointment to the Board of Adjustments.

SUMMARY: Alternate 1 is vacant with a term expiring June 2021.



AGENDA INFORMATION SHEET

MEETING DATE: December 28, 2020

AGENDA ITEM: Consider and act on appointments to the Economic Development Corporation

SUMMARY: Places 2, 4, and 6 will be appointed for a two-year term expiring December 2022.



AGENDA INFORMATION SHEET

MEETING DATE: December 28, 2020

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

SUMMARY: Place 6 is vacant with a term expiring June 2022.

Affordable Fencing P.O.Box 2405

Decatur, TX 76234

Estimate

Date	Estimate #	
11/2/2020	624	

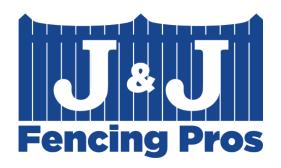
Name / Address	
Hickory Creek	
John Smith	
1075 Ronald Reagan Ave	
Hickory Creek, Texas 75065	

Project

Description	Qty	Rate	Total
Install 315'- 8' press point 8' tall powder coated iron fence Install 2 - 26' slide gates install gate operator commercial unit Install 2 tag readers Install man gate with number pad and panic bar	Qty 1 2 2 2 1	Rate 31,815.00 4,000.00 4,500.00 500.00 1,000.00	Total 31,815.00 8,000.00 9,000.00 1,000.00 1,000.00
Thank you for your business.		Total	\$50,815.00

J&J Fencing Pros LLC

3301 Highpoint Dr Denton, TX 76210 US jjfencingpros@gmail.com www.jjfencingpros.com



Estimate

ADDRESS

Jeffrey McSpedden Town of Hickory Creek 1075 Ronald Reagan Ave Hickory Creek, TX 75065 ESTIMATE # 1005
DATE 10/15/2020
EXPIRATION DATE 10/26/2020

ACTIVITY	QTY	RATE	AMOUNT
8' Pressed Point W/I 8' Commercial Grade Pressed Point Wrought Iron with 3x3 posts Welded - Additional fee of \$1400 for the portions of the project that have posts set 4' apart instead of 8' apart due to the grade of the ground.	300	71.6666667	21,500.00
Custom Gate Custom 8' Pressed Point Commercial Grade Driveway Gate 26' Wide	2	5,018.00	10,036.00
Electric Powered LiftMaster Operator and Install of Operator LiftMaster Slide Gate Electric Driveway Gate Operator with 33AH battery backup and Installation of Operators, Includes 3 Loops per gate	2	12,157.00	24,314.00
Toll Tag Reader Toll Tag Reader for Automatic Gate System	2	7,729.00	15,458.00
DKS1838 Door King Access Control System This is installed in the building.	1	2,071.00	2,071.00
Custom Gate Fabrication of 5 1/2' Walk Thru Gate With Panic Bar, HES9600 Release and DK Weigand Keypad access	1	3,557.00	3,557.00
Automatic Gate Misc Keypad Post on Anchor Plate (mounted to curb) and Single Code Keypad for Trash Truck Access	1	1,000.00	1,000.00
Automatic Gate Misc DCU - Drop Chain Unit with Box (Fire	2	1,250.00	2,500.00

ACTIVITY	QTY	RATE	AMOUNT
department), including install Automatic Gate Misc Misc. Items Wireless Adapter (Weigand), tracker boards, Wiring from gate to gate and walk thru gate, 1 Hour training of employee to program toll tags into the system, etc.	1	6,300.00	6,300.00
Electrician needs to run 120volt junction box at each proposed location of gate operators before install can egin.	TOTAL	(\$86,736.00
For the Access Control Unit - Please let us know if you want it connected to your phone system or through ethernet wiring.			
Please determine ahead of time an employee that will be trained how to enter the toll tag information into the system for gate acc hour of training is included in pricing, additional time will be char	ess. 1		

Accepted By Accepted Date

All additional work must be approved through a signed change order

a rate of \$140/hr.

before the work can be completed.





301 South Highway 377

Phone: 940-365-9999





Crossroads, TX 76227

Fax: 940-365-9952





				NOTH East Texas
Attn: JEF	FREY			
PROPOSAL SUBMI	PROPOSAL SUBMITTED TO PHONE			DATE
HICKORY CR	EEK POLICE DEPT.			09/23/20
STREET		•	JOB NAME	
1075 RONALD	REAGAN AVE			
CITY, STATE AND ZIP CODE		JOB LOCATION		
HICKORY CR	EEK, TX 75065			
ARCHITECT	DATE OF PLANS	JOB PHONE		FAX
APPROXIMAT	ELY 280' OF EIGHT FT.	TALL AMER	ISTAR MONTAGE C	OMMERCIAL THREE
RAIL CLASSIC	C TRIM ORNAMENTAL F	TENCE		
	ACK TITAN FENCE SHO	P BUILT OR	NAMENTAL DRIVE	GATES TO MATCH
	DESIGN OF FENCE			
ONE WALK G	ATE			
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
DRIVE GATES		TODE		
	ER CSL24U GATE OPERA	TORS		
SAFETY LO FREE EXIT				
KS2 SWITC				
	OP KITS WITH KNOX LO	CKS		
	E RFDI CARD READERS			
TRANSCOR	E KI DI CIKD KEIDEKS	'		
WALK GATE V	WILL HAVE:			
SELF CLOS	ING HINGES			
PDQ PANIC	HARDWARE			
DOOR KING	G CARD READERS			
DOES	INCLUDE RUNNING ELE	ECTRICAL SI	ERVICE TO OPERAT	ORS OR CARD READER

DOES NOT INCLUDE ANY PERMIT FEES

We Propose hereby to furnish material, labor and equipment -- in accordance with above specifications, for the sum of:

\$69,285.00

All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications - involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents of delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Customer agrees to add value to contract value all verifiable material price increases during the life of the contract. Sorensen Industries / Titan Fence & Supply Company will not be held liable in any way for delays caused by Note: Prices Quoted Good for 30 Days material shortages.

tbowen@titanfence.com

TOM BOWEN