



**NOTICE OF  
REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, JULY 28, 2025, 6:00 PM**

**AGENDA**

**Call to Order**

**Roll Call**

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

**Invocation**

**Presentation of Awards**

1. Lake Cities 4th of July Parade Float

**Items of Community Interest**

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

**Public Comment**

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

**Consent Agenda**

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

2. June 2025 Council Meeting Minutes

- [3.](#) June 2025 Financial Statements
- [4.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2025 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No. 1 including the collection of the 2025 annual installments.
- [5.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2025 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No. 2 including the collection of the 2025 annual installments.
- [6.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2025 annual update to the service and assessment plan and assessment roll for Hickory Farms Public Improvement District including the collection of the 2025 annual installments.
- [7.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Hickory Creek Code of Ordinances through the amendment of Article 1.11 Town Council Meetings, Section 1.11.001 Rules for Decorum; and the amendment of Article 1.07 Boards and Commission, Section 1.07.003.
- [8.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas ("TOWN") suspending Oncor Electric Delivery Company LLC's proposed effective date of July 31, 2025, for ninety days in connection with Oncor's statement of intent to increase rates filed on or about June 26, 2025; requiring the reimbursement of municipal rate case expenses; authorizing participation in the coalition of similarly situated cities; authorizing intervention and participation in related rate proceedings; authorizing the retention of special counsel.
- [9.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas designating the Denton Record Chronicle as the official newspaper for the Town of Hickory Creek, Texas.
- [10.](#) Consider and act on authorizing the Mayor to execute an interlocal agreement with Span, Inc. for transportation services and reimbursement.
- [11.](#) Consider and act on authorizing the Mayor to execute an Additional Services Confirmation to the Green Ribbon Agreement approved by the Town Council on November 25, 2024.
- [12.](#) Consider and act on granting a waiver from an appeal of a decision of the Town Building Official denying an application for a sign permit submitted by Walmart, 1035 Hickory Creek Blvd, Hickory Creek, Texas that fails to comply with Hickory Creek Code of Ordinances, Chapter 3: Building Regulations, Article 3.08 Signs. Section 3.08.010(b).

### **Regular Agenda**

13. Ceremonial Oath of Office and Presentation of Badge to Officer Nate Brewer and Zach Peterson.
14. Presentation from Pam Gutierrez, Denton County MHMR, Executive Director, regarding funding request.



- [15.](#) Conduct a public hearing and discuss, consider and act on ordinance amending its comprehensive zoning ordinance and official zoning map by amending an existing planned development Ordinance No. 2020-08-857 for that certain tract of land legally described as A0915a M.E.P. & P.R.R. TR 15 (pt), 10.22 acres of land located in the 3000 Block of FM 2181; and establishing revised development standards.
- [16.](#) Consider and act on a site and landscape plan for the Lennon II Addition, Lot 9, Block A, being 1.798 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3280 Block of FM 2181.
- [17.](#) Consider and act on bids submitted for BID# 2025-01, IH35E Green Ribbon Project CSJ:019-01-119 at Turbeville Road.
- [18.](#) Consider and act on allocating funds to enter into a lease with the U.S. Army Corps of Engineers for Oakland Park.

### **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.

#### **Section 551.072**

Deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

19. Real property generally located North of Strait Lane, East of Sycamore Bend Road, South of Turbeville Road and West of Interstate 35 East.

#### **Section 551.074**

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

20. Review of Town Manager.

### **Reconvene into Open Session**

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

### **Regular Agenda Continued**

22. Discussion regarding viable options for future revenue sources.
- [23.](#) Discussion regarding the preliminary 2025-2026 Fiscal Year Budget.

### **Future Agenda Items**

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

### **Adjournment**

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek, certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on July 23, 2025 at 3:00 p.m.

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

Kristi Rogers, Town Secretary  
Town of Hickory Creek

**REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, JUNE 23, 2025**

**MINUTES**

**Call to Order**

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

**Roll Call**

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Nick Wohr

Councilmember Chris Gordon

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Matthew Boyle, Town Attorney

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

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

**Invocation**

Councilmember Wohr gave the invocation.

**Items of Community Interest**

The Lake Cities 4th of July event will be held on Saturday, June 28, 2025. Parade begins at 9:00 a.m. Additional events will be held from 4:30 p.m. until 9:00 p.m. at Lake Dallas City Park followed by fireworks.

The Lake Cities Chamber of Commerce and Little Elm Chamber of Commerce will host a joint chamber mixer on Wednesday, June 25, 2025 from 5:00 to 7:00 p.m. at The Elm, 301 E. Eldorado Parkway, Little Elm, Texas, 75068.

**Public Comment**

Ron Furtick, 1500 Turbeville Road, stated he is thinking about retiring after pushing a downtown for almost twenty years. Apparently the citizens do not want a downtown, based on the results of the election. He has spent a lot of time and money trying to get an economic future for the Town. Seventeen years ago, the Town sued him for the first time. After two years of litigation, nothing was proven that he had anything to do with the alleged problems and that is harassment to him.

## **Town of Hickory Creek**

**June 23, 2025**

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He submitted plans to install a sewer system after six months of planning and seven days later he is sued for his efforts. Every week he is fined and he is sick and tired of the harassment. The Town wins but he feels the citizens will lose based on their choices. He is going to go sit on a beach.

John Grosskopf, 131 Oakwood Lane, stated it is getting harder and harder to get information about what is going on in this Town. Over half of the board, commission and Town Council meetings were cancelled in the past year. In the past month, seven of the last nine meetings have been cancelled. Representing the Glenview Development, they have asked for assistance on the drainage issues and sent the Mayor a certified letter requesting a meeting. Residents deserve better and demand better. They need to know what is going on in their Town. Oakland Park was abandoned by the Corps after a serious flood several years ago. It is in need of major maintenance and repairs that could easily run into millions of dollars. He would like the council not to consider the item until Parks and Recreation Board can visit the park and develop a plan to bring to the Town Council. He follows parks and recreation matters closely and is anxious to hear what the ribbon cutting for Harbor Lane could possibly be for. The citizens are at a loss for the cost of the amphitheater and he hopes that \$562,000 has not been spent. A line item for the tree preservation fund is not included in the preliminary budget and he would like to see a plan for tree planting.

### **Consent Agenda**

1. Appoint Matthew Boyle of Boyle & Lowry, LLP as Town Attorney and authorize the Town Manager to execute an engagement agreement with same.
2. May 2025 Council Meeting Minutes
3. May 2025 Financial Statements
4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, for the appointment of one member to the board of managers of the Denco Area 9-1-1 District.
5. Consider and act on the 2025-2026 Hickory Creek Economic Development Corporation Budget.
6. Consider and act on allocating funds for perimeter fencing for the Public Works Facility, 970 Main Street.

Councilmember Theodore requested item 6 be pulled from the consent agenda for separate discussion.

Motion made by Councilmember Gordon to approve items 1-5, Seconded by Mayor Pro Tem Kenny.

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

Motion made by Councilmember Theodore to approve agenda item 6, Seconded by Councilmember Wohr.

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

**Regular Agenda**

7. Interview applicants for various boards.

The Town Council interviewed Joseph Conner, Jamie Knox, Miranda Miller and Tony Tolbert for various boards and commissions.

8. Consider and act on an appointment to the Arts and Culture Board.

Motion made by Mayor Pro Tem Kenney to appoint Tony Tolbert to the Arts and Culture Board, Seconded by Councilmember Wohr.

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

9. Consider and act on an appointment to Board of Adjustments.

Motion made by Councilmember Theodore to appoint Joseph Conner to the Board of Adjustments, Seconded by Councilmember Gordon.

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

10. Discussion regarding future plans for a 1.8945-acre tract of land acquired by the Town located North of the Olana. Denton CAD Property ID# 1060356.

Discussion was held regarding plans for Denton CAD Property ID# 1060356 tract of land.

11. Discussion regarding the addition of Oakland Park to the existing U.S. Army Corps of Engineers lease.

Discussion was held regarding the addition of Oakland Park to the existing U.S. Army Corps of Engineers lease.

12. Discussion regarding possible dates for ribbon cutting events for Harbor Lane and the Amphitheatre.

Discussion was held regarding possible dates for ribbon cutting events for Harbor Lane and the Amphitheatre.

13. Discussion regarding the preliminary 2025-2026 Fiscal Year Budget.

Discussion was held regarding the preliminary 2025-2026 Fiscal Year Budget.

**Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 8:12 p.m. to discuss the following matters.

**Section 551.071**

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

14. Discussion regarding Denton CAD Property ID# 62326.

**Reconvene into Open Session**

The Town Council reconvened into open session at 9:06 p.m.

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

No action taken.

**Future Agenda Items**

The following items were requested: official process for breaking a tie vote and Oakland Park.

**Adjournment**

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

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

The meeting did then stand adjourned at 9:07 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

**Town of Hickory Creek**  
**Balance Sheet**  
**As of June 30, 2025**

	<u>Jun 30, 25</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	28,406.29
BOA - Drug Forfeiture	116,431.86
BOA - Drug Seizure	11.64
BOA - General Fund	298,197.49
BOA - Parks and Recreation	193,908.22
BOA - Payroll	70,845.23
BOA - Police State Training	5,192.68
Logic 2020 CO's	765,735.77
Logic Animal Shelter Facility	11,066.25
Logic Coronavirus Recovery Fund	54,430.60
Logic Harbor Ln-Sycamore Bend	92,860.79
Logic Investment Fund	9,104,142.38
Logic Turbeville Road	109,614.46
Parks and Recreation Deposit	2,846.00
<b>Total Checking/Savings</b>	<u>10,853,689.66</u>
<b>Accounts Receivable</b>	
Accounts Receivable	18,912.96
Municipal Court Payments	13,245.40
<b>Total Accounts Receivable</b>	<u>32,158.36</u>
<b>Total Current Assets</b>	<u>10,885,848.02</u>
<b>TOTAL ASSETS</b>	<u><b>10,885,848.02</b></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00



# Town of Hickory Creek

## Profit & Loss

### June 2025

	Jun 25
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Ad Valorem Tax Revenue	
4002 M&O	5,272.47
4004 M&O Penalties & Interest	1,619.12
4006 Delinquent M&O	3,850.16
4008 I&S Debt Service	2,506.70
4010 I&S Penalties & Interest	1,089.06
4012 Delinquent I&S	2,554.67
<b>Total Ad Valorem Tax Revenue</b>	16,892.18
Building Department Revenue	
4102 Building Permits	7,210.60
4106 Contractor Registration	525.00
4128 Variance Fee	500.00
4132 Alarm Permit Fees	75.00
<b>Total Building Department Revenue</b>	8,310.60
Franchise Fee Revenue	
4220 Solid Waste	2,005.37
<b>Total Franchise Fee Revenue</b>	2,005.37
Interest Revenue	
4330 General Fund Interest	4.93
4332 Investment Interest	40,898.44
<b>Total Interest Revenue</b>	40,903.37
Interlocal Revenue	
4402 Corp Contract Current Year	18,912.96
<b>Total Interlocal Revenue</b>	18,912.96
Miscellaneous Revenue	
4502 Animal Adoption & Impound	305.00
4506 Animal Shelter Donations	200.00
4508 Annual Park Passes	1,586.70
4510 Arrowhead Park Fees	13,647.00
4526 Mineral Rights	109.53
4530 Other Receivables	29,275.38
4536 Point Vista Park Fees	2,220.00
4550 Sycamore Bend Fees	5,179.80
4566 Interlocal Agreements	55,125.00
<b>Total Miscellaneous Revenue</b>	107,648.41
Municipal Court Revenue	
4602 Building Security Fund	1,680.90
4604 Citations	60,301.65
4606 Court Technology Fund	1,384.58
4608 Jury Fund	39.11
4610 Truancy Fund	1,971.01
4612 State Court Costs	28,353.06
<b>Total Municipal Court Revenue</b>	93,730.31
Sales Tax Revenue	
4702 Sales Tax General Fund	194,758.96
4706 Sales Tax 4B Corporation	27,822.71
4708 Sales Tax Mixed Beverage	3,819.53
<b>Total Sales Tax Revenue</b>	226,401.20
<b>Total Income</b>	514,804.40
<b>Gross Profit</b>	514,804.40
<b>Expense</b>	

**Town of Hickory Creek**  
**Profit & Loss**  
**June 2025**

	<u>Jun 25</u>
<b>Capital Outlay</b>	
5010 Street Maintenance	2,343.91
5022 Parks and Rec Improvements	148,654.40
5026 Fleet Vehicles	28,388.00
5032 Denton County TRIP22	456,553.73
	<hr/>
<b>Total Capital Outlay</b>	635,940.04
<b>Debt Service</b>	
5110 2015 Refunding Bond Series	272,100.00
5112 2015 C.O. Series	228,100.00
5114 2020 C.O. Series	207,925.00
	<hr/>
<b>Total Debt Service</b>	708,125.00
<b>General Government</b>	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	8,750.45
5208 Copier Rental	320.35
5210 Dues & Memberships	-55.00
5212 EDC Tax Payment	27,823.71
5214 Election Expenses	8,941.42
5216 Volunteer/Staff Events	202.77
5218 General Communications	4,782.28
5222 Office Supplies & Equip.	-450.59
5224 Postage	133.95
5228 Town Council/Board Expense	164.98
	<hr/>
<b>Total General Government</b>	50,629.32
<b>Municipal Court</b>	
5312 Court Technology	161.00
5318 Merchant Fees/Credit Cards	690.82
5332 Warrants Collected	-980.52
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<b>Total Municipal Court</b>	-128.70
<b>Parks and Recreation</b>	
5408 Tanglewood Park	820.39
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<b>Total Parks and Recreation</b>	820.39
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	1,113.99
5434 Harbor Grove	179.17
5436 Point Vista	334.22
5438 Sycamore Bend	522.92
	<hr/>
<b>Total Parks Corps of Engineer</b>	2,150.30
<b>Personnel</b>	
5502 Administration Wages	30,709.48
5504 Municipal Court Wages	8,442.97
5506 Police Wages	110,094.31
5507 Police Overtime Wages	4,575.57
5508 Public Works Wages	22,183.78
5509 Public Works Overtime Wage	215.72
5510 Health Insurance	26,388.82
5514 Payroll Expense	2,701.25
5516 Employment Exams	150.32
5518 Retirement (TMRS)	52,844.01
	<hr/>
<b>Total Personnel</b>	258,306.23
<b>Police Department</b>	
5602 Auto Gas & Oil	5,206.41
5606 Auto Maintenance & Repair	8,169.73
5612 Computer Hardware/Software	2,603.88
5614 Crime Lab Analysis	21.19
5616 Drug Forfeiture	2,316.75

**Town of Hickory Creek**  
**Profit & Loss**  
**June 2025**

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	<u>Jun 25</u>
5626 Office Supplies/Equipment	251.19
5630 Personnel Equipment	1,014.15
5636 Uniforms	317.58
5640 Training & Education	3,937.96
5648 K9 Unit	<u>522.46</u>
Total Police Department	24,361.30
Public Works Department	
5706 Animal Control Supplies	1,072.01
5708 Animal Control Vet Fees	4,297.84
5710 Auto Gas & Oil	1,430.42
5714 Auto Maintenance/Repair	657.87
5716 Beautification	1,049.75
5718 Computer Hardware/Software	140.04
5720 Dues & Memberships	-55.00
5724 Equipment Maintenance	6,125.31
5728 Equipment Supplies	618.08
5734 Communications	315.09
5742 Uniforms	293.56
5748 Landscaping Services	<u>9,523.30</u>
Total Public Works Department	25,468.27
Services	
5802 Appraisal District	4,609.88
5804 Attorney Fees	7,654.50
5814 Engineering	16,087.88
5818 Inspections	3,608.00
5820 Fire Service	242,674.00
5822 Legal Notices/Advertising	73.20
5824 Library Services	284.50
5846 Span Transit Services	<u>768.60</u>
Total Services	275,760.56
Special Events	
6012 Special Events	<u>1,461.05</u>
Total Special Events	1,461.05
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	8,160.86
5904 Electric	2,223.69
5906 Gas	153.91
5908 Street Lighting	4,268.72
5912 Water	<u>1,183.41</u>
Total Utilities & Maintenance	15,990.59
Total Expense	<u>1,998,884.35</u>
Net Ordinary Income	<u>-1,484,079.95</u>
Net Income	<u><u>-1,484,079.95</u></u>

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 74.97%**  
**October 2024 through June 2025**

	Oct '24 - Jun 25	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Ad Valorem Tax Revenue			
4002 M&O	1,748,098.06	1,785,273.00	97.9%
4004 M&O Penalties & Interest	5,790.79	4,500.00	128.7%
4006 Delinquent M&O	1,186.43	1,000.00	118.6%
4008 I&S Debt Service	831,372.30	848,773.00	97.9%
4010 I&S Penalties & Interest	3,121.38	3,000.00	104.0%
4012 Delinquent I&S	519.50	500.00	103.9%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,590,088.46</b>	<b>2,643,046.00</b>	<b>98.0%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	188,414.43	275,000.00	68.5%
4104 Certificate of Occupancy	3,000.00	3,500.00	85.7%
4106 Contractor Registration	4,500.00	2,500.00	180.0%
4108 Preliminary/Final Plat	2,550.00	0.00	100.0%
4110 Prelim/Final Site Plan	15,500.00	0.00	100.0%
4112 Health Inspections	11,960.00	10,000.00	119.6%
4122 Septic Permits	250.00	2,000.00	12.5%
4124 Sign Permits	2,250.00	2,000.00	112.5%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	2,042.00	1,500.00	136.1%
4130 Vendor Fee	325.00	550.00	59.1%
4132 Alarm Permit Fees	375.00	250.00	150.0%
<b>Total Building Department Revenue</b>	<b>231,166.43</b>	<b>297,500.00</b>	<b>77.7%</b>
<b>Franchise Fee Revenue</b>			
4214 Electric	160,981.14	225,000.00	71.5%
4216 Gas	97,116.41	90,000.00	107.9%
4218 Telecom	20,008.82	30,000.00	66.7%
4220 Solid Waste	47,371.62	65,000.00	72.9%
<b>Total Franchise Fee Revenue</b>	<b>325,477.99</b>	<b>410,000.00</b>	<b>79.4%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	51.02	25.00	204.1%
4332 Investment Interest	413,385.57	250,000.00	165.4%
<b>Total Interest Revenue</b>	<b>413,436.59</b>	<b>250,025.00</b>	<b>165.4%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	18,912.96	64,215.00	29.5%
<b>Total Interlocal Revenue</b>	<b>18,912.96</b>	<b>64,215.00</b>	<b>29.5%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	7,167.00	23,500.00	30.5%
4506 Animal Shelter Donations	3,022.78	1,000.00	302.3%
4508 Annual Park Passes	32,908.60	30,000.00	109.7%
4510 Arrowhead Park Fees	37,282.00	40,000.00	93.2%
4512 Beer & Wine Permit	60.00	150.00	40.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	3,322,563.00	0.0%
4526 Mineral Rights	389.21	500.00	77.8%
4530 Other Receivables	79,178.82	75,000.00	105.6%
4534 PD State Training	3,050.25	0.00	100.0%
4536 Point Vista Park Fees	7,865.00	9,000.00	87.4%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	28,811.80	30,000.00	96.0%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
4560 2020 CO Proceeds	0.00	1,368,089.00	0.0%
4562 Coronavirus Local Recovery	0.00	0.00	0.0%
4564 Task Force Forfeiture	116,585.44	0.00	100.0%

7:20 AM

07/23/25

Accrual Basis

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 74.97%**  
**October 2024 through June 2025**

	Oct '24 - Jun 25	Budget	% of Budget
4566 Interlocal Agreements	199,545.12	205,000.00	97.3%
4568 Opioid Settlements	4,918.64	0.00	100.0%
<b>Total Miscellaneous Revenue</b>	<b>520,784.66</b>	<b>5,104,802.00</b>	<b>10.2%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	12,939.96	18,023.00	71.8%
4604 Citations	440,265.64	550,000.00	80.0%
4606 Court Technology Fund	10,672.90	15,936.00	67.0%
4608 Jury Fund	265.02	200.00	132.5%
4610 Truancy Fund	13,267.92	0.00	100.0%
4612 State Court Costs	210,709.98	311,060.00	67.7%
4614 Child Safety Fee	200.00	800.00	25.0%
<b>Total Municipal Court Revenue</b>	<b>688,321.42</b>	<b>896,019.00</b>	<b>76.8%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	1,799,169.74	2,333,625.00	77.1%
4706 Sales Tax 4B Corporation	257,024.26	333,375.00	77.1%
4708 Sales Tax Mixed Beverage	28,522.75	38,000.00	75.1%
4710 Hotel Occupancy Tax	4,069.11	5,000.00	81.4%
<b>Total Sales Tax Revenue</b>	<b>2,088,785.86</b>	<b>2,710,000.00</b>	<b>77.1%</b>
<b>Total Income</b>	<b>6,876,974.37</b>	<b>12,375,607.00</b>	<b>55.6%</b>
<b>Gross Profit</b>	<b>6,876,974.37</b>	<b>12,375,607.00</b>	<b>55.6%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	10,219.30	25,000.00	40.9%
5012 Streets & Road Improvement	719,350.43	2,107,000.00	34.1%
5022 Parks and Rec Improvements	711,470.17	2,000,000.00	35.6%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Vehicles	106,851.73	62,000.00	172.3%
5030 Broadband Initiative	0.00	0.00	0.0%
5032 Denton County TRIP22	2,050,004.39	1,100,000.00	186.4%
5034 Animal Shelter Expansion	0.00	50,000.00	0.0%
<b>Total Capital Outlay</b>	<b>3,597,896.02</b>	<b>5,344,000.00</b>	<b>67.3%</b>
<b>Debt Service</b>			
5110 2015 Refunding Bond Series	314,700.00	314,875.00	99.9%
5112 2015 C.O. Series	276,700.00	276,875.00	99.9%
5114 2020 C.O. Series	256,350.00	257,025.00	99.7%
<b>Total Debt Service</b>	<b>847,750.00</b>	<b>848,775.00</b>	<b>99.9%</b>
<b>General Government</b>			
5202 Bank Service Charges	147.00	200.00	73.5%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	34,848.30	60,000.00	58.1%
5208 Copier Rental	3,263.37	3,600.00	90.6%
5210 Dues & Memberships	3,208.45	3,500.00	91.7%
5212 EDC Tax Payment	257,033.26	333,375.00	77.1%
5214 Election Expenses	9,591.42	15,000.00	63.9%
5216 Volunteer/Staff Events	10,799.07	7,000.00	154.3%
5218 General Communications	25,015.06	32,000.00	78.2%
5222 Office Supplies & Equip.	1,151.03	3,000.00	38.4%
5224 Postage	3,144.70	7,000.00	44.9%
5226 Community Cause	3,509.82	2,000.00	175.5%
5228 Town Council/Board Expense	7,412.65	6,500.00	114.0%
5230 Training & Education	255.00	1,500.00	17.0%
5232 Travel Expense	1,536.12	1,500.00	102.4%
5234 Staff Uniforms	627.47	800.00	78.4%
5236 Transfer to Reserve	0.00	0.00	0.0%
<b>Total General Government</b>	<b>361,542.72</b>	<b>477,275.00</b>	<b>75.8%</b>
<b>Municipal Court</b>			

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Accrual Basis

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 74.97%**  
**October 2024 through June 2025**

	Oct '24 - Jun 25	Budget	% of Budget
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	172.32	18,023.00	1.0%
5312 Court Technology	39,208.23	15,963.00	245.6%
5314 Dues & Memberships	50.00	150.00	33.3%
5318 Merchant Fees/Credit Cards	6,124.98	5,000.00	122.5%
5322 Office Supplies/Equipment	-29.80	100.00	-29.8%
5324 State Court Costs	216,546.93	311,060.00	69.6%
5326 Training & Education	300.00	1,000.00	30.0%
5328 Travel Expense	0.00	1,000.00	0.0%
5332 Warrants Collected	-1,447.89	2,500.00	-57.9%
<b>Total Municipal Court</b>	<b>260,924.77</b>	<b>354,896.00</b>	<b>73.5%</b>
<b>Parks and Recreation</b>			
5402 Events	0.00	1,500.00	0.0%
5408 Tanglewood Park	26,542.81	5,000.00	530.9%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	360.00	500.00	72.0%
5416 Town Hall Park	0.00	0.00	0.0%
<b>Total Parks and Recreation</b>	<b>27,102.81</b>	<b>7,500.00</b>	<b>361.4%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	27,151.89	39,000.00	69.6%
5434 Harbor Grove	2,823.90	10,500.00	26.9%
5436 Point Vista	7,126.41	15,500.00	46.0%
5438 Sycamore Bend	9,023.12	44,000.00	20.5%
<b>Total Parks Corps of Engineer</b>	<b>46,125.32</b>	<b>109,000.00</b>	<b>42.3%</b>
<b>Personnel</b>			
5502 Administration Wages	287,398.17	390,727.00	73.6%
5504 Municipal Court Wages	89,422.61	125,393.00	71.3%
5506 Police Wages	892,953.63	1,283,873.00	69.6%
5507 Police Overtime Wages	46,158.47	36,000.00	128.2%
5508 Public Works Wages	207,420.05	286,154.00	72.5%
5509 Public Works Overtime Wage	3,770.84	4,500.00	83.8%
5510 Health Insurance	187,598.06	286,225.00	65.5%
5512 Longevity	14,718.00	14,750.00	99.8%
5514 Payroll Expense	25,261.63	30,000.00	84.2%
5516 Employment Exams	3,160.32	2,500.00	126.4%
5518 Retirement (TMRS)	254,639.39	317,550.00	80.2%
5520 Unemployment (TWC)	2,427.99	3,000.00	80.9%
5522 Workman's Compensation	42,068.60	43,070.00	97.7%
5524 Contract Employment	0.00	30,000.00	0.0%
<b>Total Personnel</b>	<b>2,056,997.76</b>	<b>2,853,742.00</b>	<b>72.1%</b>
<b>Police Department</b>			
5602 Auto Gas & Oil	38,839.31	50,000.00	77.7%
5606 Auto Maintenance & Repair	48,194.69	65,000.00	74.1%
5610 Books & Subscriptions	226.34	600.00	37.7%
5612 Computer Hardware/Software	69,529.37	75,500.00	92.1%
5614 Crime Lab Analysis	1,711.69	5,000.00	34.2%
5616 Drug Forfeiture	106,290.96	0.00	100.0%
5618 Dues & Memberships	125.00	500.00	25.0%
5626 Office Supplies/Equipment	1,749.73	2,000.00	87.5%
5630 Personnel Equipment	15,940.99	40,000.00	39.9%
5634 Travel Expense	679.08	1,500.00	45.3%
5636 Uniforms	13,442.06	12,000.00	112.0%
5640 Training & Education	23,351.11	15,000.00	155.7%
5644 Citizens on Patrol	0.00	100.00	0.0%
5646 Community Outreach	1,546.13	1,500.00	103.1%
5648 K9 Unit	1,728.58	3,500.00	49.4%
5650 Task Force Forfeiture	0.00	0.00	0.0%
<b>Total Police Department</b>	<b>323,355.04</b>	<b>272,200.00</b>	<b>118.8%</b>
<b>Public Works Department</b>			

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Accrual Basis

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 74.97%**  
**October 2024 through June 2025**

	Oct '24 - Jun 25	Budget	% of Budget
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	1,015.52	2,500.00	40.6%
5706 Animal Control Supplies	5,029.41	5,000.00	100.6%
5708 Animal Control Vet Fees	15,377.52	25,000.00	61.5%
5710 Auto Gas & Oil	12,970.63	20,000.00	64.9%
5714 Auto Maintenance/Repair	11,305.17	10,000.00	113.1%
5716 Beautification	17,877.64	120,000.00	14.9%
5718 Computer Hardware/Software	5,030.53	3,500.00	143.7%
5720 Dues & Memberships	0.00	450.00	0.0%
5722 Equipment	489.99	2,500.00	19.6%
5724 Equipment Maintenance	14,704.98	35,000.00	42.0%
5726 Equipment Rental	39.83	1,000.00	4.0%
5728 Equipment Supplies	6,332.81	5,000.00	126.7%
5732 Office Supplies/Equipment	718.85	1,750.00	41.1%
5734 Communications	2,836.05	3,800.00	74.6%
5738 Training	760.00	800.00	95.0%
5740 Travel Expense	1,195.16	2,000.00	59.8%
5742 Uniforms	3,575.39	2,800.00	127.7%
5748 Landscaping Services	67,460.69	90,000.00	75.0%
<b>Total Public Works Department</b>	<b>166,720.17</b>	<b>332,100.00</b>	<b>50.2%</b>
<b>Services</b>			
5802 Appraisal District	13,829.64	17,500.00	79.0%
5804 Attorney Fees	123,822.26	100,000.00	123.8%
5806 Audit	17,500.00	15,500.00	112.9%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	213,982.26	95,000.00	225.2%
5816 General Insurance	62,303.72	60,014.00	103.8%
5818 Inspections	32,217.50	42,000.00	76.7%
5820 Fire Service	728,020.00	970,692.00	75.0%
5822 Legal Notices/Advertising	3,160.58	2,000.00	158.0%
5824 Library Services	1,404.40	1,200.00	117.0%
5826 Municipal Judge	10,425.00	13,800.00	75.5%
5828 Printing	909.29	2,500.00	36.4%
5830 Tax Collection	3,056.00	3,500.00	87.3%
5832 Computer Technical Support	45,953.92	45,000.00	102.1%
5838 DCCAC	0.00	3,780.00	0.0%
5840 Denton County Dispatch	0.00	45,183.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	7,617.60	20,000.00	38.1%
5848 Recording Fees	95.00	500.00	19.0%
<b>Total Services</b>	<b>1,264,297.17</b>	<b>1,441,119.00</b>	<b>87.7%</b>
<b>Special Events</b>			
6012 Special Events	14,192.73	25,000.00	56.8%
<b>Total Special Events</b>	<b>14,192.73</b>	<b>25,000.00</b>	<b>56.8%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	92,046.55	185,000.00	49.8%
5904 Electric	20,502.04	27,000.00	75.9%
5906 Gas	2,878.43	3,000.00	95.9%
5908 Street Lighting	37,313.88	45,000.00	82.9%
5910 Telecom	14,607.53	25,000.00	58.4%
5912 Water	12,529.55	25,000.00	50.1%
<b>Total Utilities &amp; Maintenance</b>	<b>179,877.98</b>	<b>310,000.00</b>	<b>58.0%</b>
<b>Total Expense</b>	<b>9,146,782.49</b>	<b>12,375,607.00</b>	<b>73.9%</b>
<b>Net Ordinary Income</b>	<b>-2,269,808.12</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>-2,269,808.12</b>	<b>0.00</b>	<b>100.0%</b>



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Accrual Basis

# Town of Hickory Creek

## Expenditures over \$1,000.00

### June 2025

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5010 Street Maintenance</b>				
Bill	06/12/2025	Inv #4...	Camelot Landfill-4525	1,869.47
Total 5010 Street Maintenance				1,869.47
<b>5022 Parks and Rec Improvements</b>				
Bill	06/03/2025	Inv #2...	Blessing Gravel, LLC	1,185.76
Check	06/03/2025	Debit	Whirlix Design Inc	99,702.50
Check	06/18/2025	Debit	Halff Associates, Inc.	2,358.14
Check	06/26/2025	Debit	Whirlix Design Inc	38,025.00
Check	06/26/2025	Debit	Halff Associates, Inc.	7,380.00
Total 5022 Parks and Rec Improvements				148,651.40
<b>5026 Fleet Vehicles</b>				
Bill	06/03/2025	Inv #2...	Main Street Signs & Graphics	1,128.35
Bill	06/03/2025		GTS Technology Solutions	1,971.44
Check	06/23/2025	Debit	Enterprise Fleet Management	3,087.78
Bill	06/26/2025	Inv #1...	Christian Brothers Automotive	22,200.43
Total 5026 Fleet Vehicles				28,388.00
Total Capital Outlay				178,908.87
<b>Debt Service</b>				
<b>5110 2015 Refunding Bond Series</b>				
Check	06/25/2025	Wire	US Bank	272,100.00
Total 5110 2015 Refunding Bond Series				272,100.00
<b>5112 2015 C.O. Series</b>				
Check	06/25/2025	Wire	US Bank	228,100.00
Total 5112 2015 C.O. Series				228,100.00
<b>5114 2020 C.O. Series</b>				
Check	06/25/2025	Wire	US Bank	207,925.00
Total 5114 2020 C.O. Series				207,925.00
Total Debt Service				708,125.00
<b>General Government</b>				
<b>5206 Computer Hardware/Software</b>				
Check	06/01/2025	Debit	Structured Technology Solutions	8,430.83
Total 5206 Computer Hardware/Software				8,430.83
<b>5212 EDC Tax Payment</b>				
Check	06/23/2025		Hickory Creek Economic Development	27,822.71
Total 5212 EDC Tax Payment				27,822.71
<b>5214 Election Expenses</b>				
Check	06/25/2025	6369	Denton County Election Administration	8,941.42
Total 5214 Election Expenses				8,941.42
<b>5218 General Communications</b>				
Bill	06/12/2025	Inv #5...	Bird's Printing & Copies	4,316.28
Total 5218 General Communications				4,316.28
Total General Government				49,511.24
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	06/20/2025	Debit	Renaissance Life & Health Insurance	1,372.10

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Accrual Basis

# Town of Hickory Creek

## Expenditures over \$1,000.00

### June 2025

Type	Date	Num	Name	Amount
Check	06/23/2025	Debit	Cigna	24,663.61
	Total 5510 Health Insurance			26,035.71
	<b>5518 Retirement (TMRS)</b>			
Check	06/11/2025		TMRS	26,315.06
Check	06/25/2025		TMRS	26,528.95
	Total 5518 Retirement (TMRS)			52,844.01
	Total Personnel			78,879.72
	<b>Police Department</b>			
	<b>5602 Auto Gas &amp; Oil</b>			
Check	06/20/2025	Debit	Wright Express	5,206.41
	Total 5602 Auto Gas & Oil			5,206.41
	<b>5606 Auto Maintenance &amp; Repair</b>			
Bill	06/03/2025	Inv #2...	4M Body Woks & Paint	5,861.90
Bill	06/03/2025	Inv #1...	Christian Brothers Automotive	1,260.34
	Total 5606 Auto Maintenance & Repair			7,122.24
	<b>5612 Computer Hardware/Software</b>			
Bill	06/03/2025		Amazon Capital Services	1,208.75
	Total 5612 Computer Hardware/Software			1,208.75
	<b>5616 Drug Forfeiture</b>			
Check	06/04/2025	Debit	ResQ Disc	2,300.00
	Total 5616 Drug Forfeiture			2,300.00
	<b>5640 Training &amp; Education</b>			
Bill	06/03/2025		North Central Texas Council of Government	2,332.00
	Total 5640 Training & Education			2,332.00
	Total Police Department			18,169.40
	<b>Public Works Department</b>			
	<b>5710 Auto Gas &amp; Oil</b>			
Check	06/20/2025	Debit	Wright Express	1,305.42
	Total 5710 Auto Gas & Oil			1,305.42
	<b>5724 Equipment Maintenance</b>			
Check	06/25/2025	Debit	United Ag & Turf	3,399.21
Check	06/25/2025	Debit	United Ag & Turf	2,375.74
	Total 5724 Equipment Maintenance			5,774.95
	<b>5748 Landscaping Services</b>			
Check	06/11/2025	Debit	D & D Commercial Landscape Management	7,084.32
Bill	06/16/2025	Inv #3...	D & D Commercial Landscape Management	2,438.98
	Total 5748 Landscaping Services			9,523.30
	Total Public Works Department			16,603.67
	<b>Services</b>			
	<b>5802 Appraisal District</b>			
Bill	06/12/2025	Inv #1...	DCAD	4,609.88
	Total 5802 Appraisal District			4,609.88
	<b>5804 Attorney Fees</b>			
Bill	06/12/2025		Brown & Hofmeister, LLP	7,244.50
	Total 5804 Attorney Fees			7,244.50
	<b>5814 Engineering</b>			

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Accrual Basis

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

Type	Date	Num	Name	Amount
Check	06/03/2025	Debit	Half Associates, Inc.	2,874.29
Check	06/18/2025	Debit	Half Associates, Inc.	13,210.59
Total 5814 Engineering				16,084.88
<b>5818 Inspections</b>				
Check	06/03/2025	Debit	Build by I-Codes	1,605.00
Check	06/17/2025	ACH	Finney Code Consultants, LLC	1,100.00
Check	06/17/2025	ACH	Build by I-Codes	1,605.00
Credit	06/18/2025		Build by I-Codes	-1,605.00
Total 5818 Inspections				2,705.00
<b>5820 Fire Service</b>				
Check	06/12/2025	Wire	City of Corinth	242,673.00
Total 5820 Fire Service				242,673.00
Total Services				273,317.26
<b>Utilities &amp; Maintenance</b>				
<b>5902 Bldg Maintenance/Supplies</b>				
Bill	06/03/2025	Inv #S...	Denton Electric, Inc.	1,243.65
Bill	06/12/2025		National Business Furniture, LLC	2,128.98
Total 5902 Bldg Maintenance/Supplies				3,372.63
<b>5904 Electric</b>				
Check	06/02/2025	Debit	Hudson Energy Services, LLC	2,223.69
Total 5904 Electric				2,223.69
<b>5908 Street Lighting</b>				
Check	06/02/2025	Debit	Hudson Energy Services, LLC	3,947.95
Total 5908 Street Lighting				3,947.95
Total Utilities & Maintenance				9,544.27
Total Expense				1,333,059.43
Net Ordinary Income				-1,333,059.43
<b>Net Income</b>				<b>-1,333,059.43</b>



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

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276015

**ACCOUNT NAME:** 2020 CERTIFICATES OF OBLIGATIONS

**STATEMENT PERIOD:** 06/01/2025 - 06/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4108%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 6/30/25 WAS 1.000043.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			762,970.14
06/30/2025	MONTHLY POSTING	9999888	2,765.63	765,735.77
	ENDING BALANCE			765,735.77

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	762,970.14
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2,765.63
ENDING BALANCE	765,735.77
AVERAGE BALANCE	762,970.14

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	1,598,869.56	1,952,285.43	19,739.58



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

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276007

**ACCOUNT NAME:** ANIMAL SHELTER FACILITY

**STATEMENT PERIOD:** 06/01/2025 - 06/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4108%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 6/30/25 WAS 1.000043.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			11,026.30
06/30/2025	MONTHLY POSTING	9999888	39.95	11,066.25
	ENDING BALANCE			11,066.25

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	11,026.30
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	39.95
ENDING BALANCE	11,066.25
AVERAGE BALANCE	11,026.30

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	241.79



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

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276016

**ACCOUNT NAME:** CORONAVIRUS LOCAL RECOVERY FUNDS

**STATEMENT PERIOD:** 06/01/2025 - 06/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4108%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 6/30/25 WAS 1.000043.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			54,234.01
06/30/2025	MONTHLY POSTING	9999888	196.59	54,430.60
	ENDING BALANCE			54,430.60

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	54,234.01
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	196.59
ENDING BALANCE	54,430.60
AVERAGE BALANCE	54,234.01

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	5,212.95	1,255.72



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

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276009

**ACCOUNT NAME:** HARBOR LANE - SYCAMORE BEND

**STATEMENT PERIOD:** 06/01/2025 - 06/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4108%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 6/30/25 WAS 1.000043.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			92,525.42
06/30/2025	MONTHLY POSTING	9999888	335.37	92,860.79
	ENDING BALANCE			92,860.79

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	92,525.42
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	335.37
ENDING BALANCE	92,860.79
AVERAGE BALANCE	92,525.42

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	2,029.32





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

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276001

**ACCOUNT NAME:** INVESTMENT FUND

**STATEMENT PERIOD:** 06/01/2025 - 06/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4108%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 6/30/25 WAS 1.000043.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,625,914.90
06/13/2025	ACH WITHDRAWAL	6181002	100,000.00 -	10,525,914.90
06/23/2025	WIRE WITHDRAWAL	6181285	450,812.53 -	10,075,102.37
06/25/2025	WIRE WITHDRAWAL	6181425	207,925.00 -	9,867,177.37
06/25/2025	WIRE WITHDRAWAL	6181426	228,100.00 -	9,639,077.37
06/25/2025	WIRE WITHDRAWAL	6181427	272,100.00 -	9,366,977.37
06/26/2025	ACH WITHDRAWAL	6181428	300,000.00 -	9,066,977.37
06/30/2025	MONTHLY POSTING	9999888	37,165.01	9,104,142.38
	ENDING BALANCE			9,104,142.38

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,625,914.90
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	1,558,937.53
TOTAL INTEREST	37,165.01
ENDING BALANCE	9,104,142.38
AVERAGE BALANCE	10,254,073.23



**MONTHLY STATEMENT OF ACCOUNT (continued)**

**ACCOUNT:** 1668276001

**ACCOUNT NAME:** INVESTMENT FUND

**STATEMENT PERIOD:** 06/01/2025 - 06/30/2025

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	2,105,212.95	4,037,139.70	238,781.11



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

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276002

**ACCOUNT NAME:** TURBEVILLE RD IMPROVEMENT FUND

**STATEMENT PERIOD:** 06/01/2025 - 06/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.4108%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 53 DAYS AND THE NET ASSET VALUE FOR 6/30/25 WAS 1.000043.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			109,218.57
06/30/2025	MONTHLY POSTING	9999888	395.89	109,614.46
	ENDING BALANCE			109,614.46

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	109,218.57
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	395.89
ENDING BALANCE	109,614.46
AVERAGE BALANCE	109,218.57

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	2,395.42

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2025-07-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK,  
TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND  
ASSESSMENT PLAN AND ASSESSMENT ROLL FOR HICKORY CREEK PUBLIC  
IMPROVEMENT DISTRICT NO. 1 INCLUDING THE COLLECTION OF THE 2025  
ANNUAL INSTALLMENTS**

WHEREAS, the Town of Hickory Creek (the “Town”) has created the Hickory Creek Public Improvement District No. 1 (the “PID”) in accordance with the requirements of Section 372.005 of the Public Improvement District Assessment Act (the “Act”); and

WHEREAS, August 15, 2017, the Town Council approved and accepted the Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

WHEREAS, pursuant to Section 371.013 of the Act, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2025 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Public Improvement District No. 1 2025 Annual Service Plan Update attached hereto as ***Exhibit A***.

Section 3. Approval of Update. The Annual Service Plan Update for the PID for 2025 is hereby approved and accepted by the Town Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.

Section 5. Filing in Land Records. The Town Secretary is directed to cause a copy of this Ordinance, including the 2025 Annual Service Plan Update, to be recorded in the real property records of Denton County, Texas, on or before August 4, 2025. The Town Secretary is further directed to similarly file each Annual Service Plan Update approved by the Town Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

Section 6. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 28<sup>th</sup> day of July, 2025.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**EXHIBIT A**

**2025 Annual Service Plan Update**



# HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 1 2025 ANNUAL SERVICE PLAN UPDATE

JULY 28, 2025



## INTRODUCTION

Capitalized terms used in this 2025 Annual Service Plan Update shall have the meanings set forth in the 2017 Service and Assessment Plan (the “2017 SAP”) used for the issuance of PID 1 Bonds or the Development Agreement, as applicable.

The District was created pursuant to the PID Act by Resolution No. 2012-0327-1 on March 27, 2012 by the Town Council to finance certain Authorized Improvements for the benefit of the property in the District.

On April 24, 2012, the Town Council approved the SAP and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the PID 1 Property within PID 1 by approving Ordinance No. 2012-04-682. The SAP identified the Authorized Improvements to be provided by the PID 1, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID 1 for the costs of the Authorized Improvements. The Town also adopted an Assessment Roll identifying the Assessment on each Lot within the PID 1, based on the method of assessment identified in the SAP.

On September 19, 2014, the Town Council approved the 2014 Service and Assessment Plan Update for PID 1 which updated the Assessment Roll for 2014.

On September 22, 2015, the Town Council approved the 2015 Service and Assessment Plan Update for PID 1 which updated the Assessment Roll for 2015.

On September 15, 2016, the Town Council approved the 2016 Service and Assessment Plan Update for PID 1 which updated the Assessment Roll for 2016.

On August 15, 2017, the Town Council approved the 2017 SAP for PID 1 by adopting Resolution No. 2017-0815-1 which issued PID 1 Bonds for Assessed Property within PID 1 and updated the Assessment Roll for 2017.

On August 21, 2018, the Town Council approved the 2018 Service and Assessment Plan Update for PID 1 by adopting Resolution No. 2018-0821-1 which updated the Assessment Roll for 2018.

On June 18, 2019, the Town Council approved the 2019 Service and Assessment Plan Update for PID 1 by adopting Resolution No. 2019-0618-1, which updated the Assessment Roll for 2019.

On July 27, 2020, the Town Council approved the 2020 Service and Assessment Plan Update for PID 1 by adopting Resolution No. 2020-0727-1, which updated the Assessment Roll for 2020.

On August 23, 2021, the Town Council approved the 2021 Service and Assessment Plan Update for PID 1 by adopting Ordinance No. 2021-08-880, which updated the Assessment Roll for 2021.

On August 1, 2022, the Town Council approved the 2022 Service and Assessment Plan Update for PID 1 by adopting Ordinance No. 2022-08-905, which updated the Assessment Roll for 2022.

On June 26, 2023, the Town Council approved the 2023 Service and Assessment Plan Update for the District by adopting Ordinance No. 2023-06-930 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Rolls.

On June 24, 2024, the Town Council approved the 2024 Service and Assessment Plan Update for the District by adopting Ordinance No. 2024-06-950 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Rolls.

The 2017 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2017 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2025.

The Town Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the 2017 SAP. This 2025 Annual Service Plan Update also updates the Assessment Roll for 2025.

## PARCEL SUBDIVISION

The following plats have been recorded within PID 1:

- The Final Plat for Steeplechase North Addition Phase 1 consisting of 89 Residential Lots and 9 Lots classified as Non-Benefited Property within the County was recorded in the official public records of the County on November 25, 2013.
- The Final Plat for Steeplechase North Addition Phase 2 consisting of 62 Residential Lots and 1 Lot classified as Non-Benefited Property within the County was recorded in the official public records of the County on November 26, 2014

District	
Lot Type	Number of Lots
Residential Lot	151
Total	151

## LOT AND HOME SALES

All Lots have completed homes, and all Lots have been sold to end-users.

See **Exhibit C** for the buyer disclosures.

## AUTHORIZED IMPROVEMENTS

The Developer has completed the Authorized Improvements listed in the 2017 SAP and they were dedicated to the Town.

## OUTSTANDING ASSESSMENT

Net of the principal bond payment due September 1, the District has an outstanding Assessment of \$3,279,530.20. The outstanding Assessment is less than the outstanding PID 1 Bonds of \$3,370,000.00 due to prepayment of Assessments for which PID 1 Bonds have not been redeemed.

## ANNUAL INSTALLMENT DUE 1/31/2026

- **Principal and Interest** – The total principal and interest required for the Annual Installment due is \$231,399.98.

- **Administrative Expenses** – The cost of administering PID 1 and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$14,966.56. A breakdown of the Administrative Expenses is shown below.

Administrative Expenses Breakdown	
Administration	\$ 7,029.96
City Auditor	\$ 2,500.00
Filing Fees	\$ 1,000.00
County Collection	\$ 1,000.00
PID Trustee Fees	\$ 2,750.00
Dissemination Agent	\$ 3,500.00
P3Works Dev/Issuer CDA Review	\$ 2,300.00
Collection Cost Maintenance Balance	\$ 10,000.00
Less CCMB Credit from Prior Years	\$ (16,613.40)
Arbitrage	\$ 1,500.00
<b>Total</b>	<b>\$ 14,966.56</b>

Due January 31, 2026	
Principal	\$ 100,000.00
Interest	131,399.98
Administrative Expenses	14,966.56
<b>Total Annual Installment</b>	<b>\$ 246,366.54</b>

See the Limited Offering Memorandum for the pay period for the District. See **Exhibit B** for the debt service schedule for the PID 1 Bonds provided by Hilltop Securities.

### PREPAYMENT OF ASSESSMENTS IN FULL

The following is a list of all Parcels that made a Prepayment in full.

Phase One			
Property ID	Lot Type	Prepayment Date	Recorded Lien Release Number
564980	Residential	8/29/2019	2019-138859
654152	Residential	11/25/2019	2020-30083
564978	Residential	11/23/2020	2021-25440
654162	Residential	12/20/2021	2022-62906
654173	Residential	6/4/2023	Pending
565005	Residential	7/26/2024	Pending

## PARTIAL PREPAYMENT OF ASSESSMENTS

No partial Prepayments of Assessments have occurred within the District.

## EXTRAORDINARY OPTIONAL REDEMPTIONS

Below is a list of all extraordinary optional redemptions for the PID 1:

- \$50,000 partial sinking fund redemption on July 15, 2020<sup>1</sup>.

## SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in each Annual Service Plan Update, and the projection shall cover a period of not less than five years. The projection in the table below shows the Annual Installments for PID 1.

		Hickory Creek PID No. 1				
Annual Installments Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 100,000.00	\$ 105,000.00	\$ 110,000.00	\$ 115,000.00	\$ 120,000.00
Interest		\$ 131,399.98	\$ 127,899.98	\$ 124,224.98	\$ 120,099.98	\$ 115,787.48
	(1)	\$ 231,399.98	\$ 232,899.98	\$ 234,224.98	\$ 235,099.98	\$ 235,787.48
Administrative Expenses	(2)	\$ 14,966.56	\$ 15,265.89	\$ 15,571.21	\$ 15,882.63	\$ 16,200.29
<b>Total Annual Installment</b>	<b>(3) = (1) + (2)</b>	<b>\$ 246,366.54</b>	<b>\$ 248,165.87</b>	<b>\$ 249,796.19</b>	<b>\$ 250,982.61</b>	<b>\$ 251,987.77</b>

## ASSESSMENT ROLL

The list of current Lots within PID 1, the corresponding total Assessments, and current Annual Installments are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the 2025 Annual Installments which will be delinquent if not paid by January 31, 2026. Due to prepayments, the Annual Installments billed will not match the Annual Installments due until PID 1 Bonds are redeemed. The list of Parcels shown on the Assessment Roll is subject to change based on the final certified rolls provided by the County prior to billing.

<sup>1</sup> See <https://emma.msrb.org/RE1350899-RE1050425-RE1459074.pdf> for more information.

## EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot Type	Outstanding Assessment	Installment Due 1/31/2026 <sup>[a]</sup>
564966	Residential Lot	\$ 22,617.45	\$ 1,656.24
564967	Residential Lot	\$ 22,617.45	\$ 1,656.24
564968	Residential Lot	\$ 22,617.45	\$ 1,656.24
564969	Residential Lot	\$ 22,617.45	\$ 1,656.24
564970	Residential Lot	\$ 22,617.45	\$ 1,656.24
564971	Residential Lot	\$ 22,617.45	\$ 1,656.24
564972	Residential Lot	\$ 22,617.45	\$ 1,656.24
564973	Residential Lot	\$ 22,617.45	\$ 1,656.24
564974	Residential Lot	\$ 22,617.45	\$ 1,656.24
564975	Residential Lot	\$ 22,617.45	\$ 1,656.24
564976	Residential Lot	\$ 22,617.45	\$ 1,656.24
564977	Residential Lot	\$ 22,617.45	\$ 1,656.24
564978	Residential Lot - Prepaid in Full	\$ -	\$ -
564979	Residential Lot	\$ 22,617.45	\$ 1,656.24
564980	Residential Lot - Prepaid in Full	\$ -	\$ -
564981	Residential Lot	\$ 22,617.45	\$ 1,656.24
564982	Residential Lot	\$ 22,617.45	\$ 1,656.24
564983	Residential Lot	\$ 22,617.45	\$ 1,656.24
564984	Residential Lot	\$ 22,617.45	\$ 1,656.24
564985	Residential Lot	\$ 22,617.45	\$ 1,656.24
564986	Residential Lot	\$ 22,617.45	\$ 1,656.24
564987	Residential Lot	\$ 22,617.45	\$ 1,656.24
564988	Residential Lot	\$ 22,617.45	\$ 1,656.24
564989	Residential Lot	\$ 22,617.45	\$ 1,656.24
564990	Residential Lot	\$ 22,617.45	\$ 1,656.24
564991	Residential Lot	\$ 22,617.45	\$ 1,656.24
564992	Residential Lot	\$ 22,617.45	\$ 1,656.24
564993	Non-Benefited Property	\$ -	\$ -
564994	Non-Benefited Property	\$ -	\$ -
564995	Residential Lot	\$ 22,617.45	\$ 1,656.24
564996	Residential Lot	\$ 22,617.45	\$ 1,656.24
564997	Non-Benefited Property	\$ -	\$ -
564999	Residential Lot	\$ 22,617.45	\$ 1,656.24
565000	Residential Lot	\$ 22,617.45	\$ 1,656.24
565001	Residential Lot	\$ 22,617.45	\$ 1,656.24
565002	Residential Lot	\$ 22,617.45	\$ 1,656.24
565003	Residential Lot	\$ 22,617.45	\$ 1,656.24
565004	Residential Lot	\$ 22,617.45	\$ 1,656.24
565005	Residential Lot - Prepaid in Full	\$ -	\$ -
565006	Residential Lot	\$ 22,617.45	\$ 1,656.24

Property ID	Lot Type	Outstanding Assessment	Installment Due 1/31/2026 <sup>[a]</sup>
565007	Non-Benefited Property	\$ -	\$ -
565008	Residential Lot	\$ 22,617.45	\$ 1,656.24
565009	Residential Lot	\$ 22,617.45	\$ 1,656.24
565010	Residential Lot	\$ 22,617.45	\$ 1,656.24
565011	Residential Lot	\$ 22,617.45	\$ 1,656.24
565012	Residential Lot	\$ 22,617.45	\$ 1,656.24
565013	Residential Lot	\$ 22,617.45	\$ 1,656.24
565014	Residential Lot	\$ 22,617.45	\$ 1,656.24
565015	Residential Lot	\$ 22,617.45	\$ 1,656.24
565016	Residential Lot	\$ 22,617.45	\$ 1,656.24
565017	Residential Lot	\$ 22,617.45	\$ 1,656.24
565018	Residential Lot	\$ 22,617.45	\$ 1,656.24
565019	Residential Lot	\$ 22,617.45	\$ 1,656.24
565020	Residential Lot	\$ 22,617.45	\$ 1,656.24
565021	Residential Lot	\$ 22,617.45	\$ 1,656.24
565022	Residential Lot	\$ 22,617.45	\$ 1,656.24
565023	Residential Lot	\$ 22,617.45	\$ 1,656.24
565024	Residential Lot	\$ 22,617.45	\$ 1,656.24
565025	Residential Lot	\$ 22,617.45	\$ 1,656.24
565026	Residential Lot	\$ 22,617.45	\$ 1,656.24
565027	Residential Lot	\$ 22,617.45	\$ 1,656.24
565028	Residential Lot	\$ 22,617.45	\$ 1,656.24
565029	Residential Lot	\$ 22,617.45	\$ 1,656.24
565030	Residential Lot	\$ 22,617.45	\$ 1,656.24
565031	Residential Lot	\$ 22,617.45	\$ 1,656.24
565032	Residential Lot	\$ 22,617.45	\$ 1,656.24
565033	Residential Lot	\$ 22,617.45	\$ 1,656.24
565034	Residential Lot	\$ 22,617.45	\$ 1,656.24
565035	Residential Lot	\$ 22,617.45	\$ 1,656.24
565036	Residential Lot	\$ 22,617.45	\$ 1,656.24
565037	Residential Lot	\$ 22,617.45	\$ 1,656.24
565038	Residential Lot	\$ 22,617.45	\$ 1,656.24
565039	Residential Lot	\$ 22,617.45	\$ 1,656.24
565040	Residential Lot	\$ 22,617.45	\$ 1,656.24
565041	Residential Lot	\$ 22,617.45	\$ 1,656.24
565042	Residential Lot	\$ 22,617.45	\$ 1,656.24
565043	Residential Lot	\$ 22,617.45	\$ 1,656.24
565044	Non-Benefited Property	\$ -	\$ -
565045	Non-Benefited Property	\$ -	\$ -
565046	Non-Benefited Property	\$ -	\$ -

Property ID	Lot Type	Outstanding Assessment	Installment Due 1/31/2026 <sup>[a]</sup>
565047	Residential Lot	\$ 22,617.45	\$ 1,656.24
565048	Residential Lot	\$ 22,617.45	\$ 1,656.24
565049	Residential Lot	\$ 22,617.45	\$ 1,656.24
565050	Residential Lot	\$ 22,617.45	\$ 1,656.24
565051	Residential Lot	\$ 22,617.45	\$ 1,656.24
565052	Residential Lot	\$ 22,617.45	\$ 1,656.24
565053	Residential Lot	\$ 22,617.45	\$ 1,656.24
565054	Residential Lot	\$ 22,617.45	\$ 1,656.24
565055	Residential Lot	\$ 22,617.45	\$ 1,656.24
565056	Residential Lot	\$ 22,617.45	\$ 1,656.24
565057	Residential Lot	\$ 22,617.45	\$ 1,656.24
565058	Residential Lot	\$ 22,617.45	\$ 1,656.24
565059	Residential Lot	\$ 22,617.45	\$ 1,656.24
565060	Residential Lot	\$ 22,617.45	\$ 1,656.24
565061	Residential Lot	\$ 22,617.45	\$ 1,656.24
565062	Residential Lot	\$ 22,617.45	\$ 1,656.24
565063	Non-Benefited Property	\$ -	\$ -
654134	Residential Lot	\$ 22,617.45	\$ 1,656.24
654135	Residential Lot	\$ 22,617.45	\$ 1,656.24
654136	Residential Lot	\$ 22,617.45	\$ 1,656.24
654137	Residential Lot	\$ 22,617.45	\$ 1,656.24
654138	Residential Lot	\$ 22,617.45	\$ 1,656.24
654139	Residential Lot	\$ 22,617.45	\$ 1,656.24
654140	Residential Lot	\$ 22,617.45	\$ 1,656.24
654141	Residential Lot	\$ 22,617.45	\$ 1,656.24
654142	Residential Lot	\$ 22,617.45	\$ 1,656.24
654143	Residential Lot	\$ 22,617.45	\$ 1,656.24
654144	Residential Lot	\$ 22,617.45	\$ 1,656.24
654145	Residential Lot	\$ 22,617.45	\$ 1,656.24
654146	Residential Lot	\$ 22,617.45	\$ 1,656.24
654147	Residential Lot	\$ 22,617.45	\$ 1,656.24
654148	Residential Lot	\$ 22,617.45	\$ 1,656.24
654149	Residential Lot	\$ 22,617.45	\$ 1,656.24
654150	Residential Lot	\$ 22,617.45	\$ 1,656.24
654151	Residential Lot	\$ 22,617.45	\$ 1,656.24
654152	Residential Lot - Prepaid in Full	\$ -	\$ -
654153	Residential Lot	\$ 22,617.45	\$ 1,656.24
654154	Residential Lot	\$ 22,617.45	\$ 1,656.24
654155	Residential Lot	\$ 22,617.45	\$ 1,656.24
654156	Residential Lot	\$ 22,617.45	\$ 1,656.24



Property ID	Lot Type	Outstanding Assessment	Installment Due 1/31/2026 <sup>[a]</sup>
654157	Residential Lot	\$ 22,617.45	\$ 1,656.24
654158	Residential Lot	\$ 22,617.45	\$ 1,656.24
654159	Residential Lot	\$ 22,617.45	\$ 1,656.24
654160	Residential Lot	\$ 22,617.45	\$ 1,656.24
654161	Residential Lot	\$ 22,617.45	\$ 1,656.24
654162	Residential Lot - Prepaid in Full	\$ -	\$ -
654163	Residential Lot	\$ 22,617.45	\$ 1,656.24
654164	Residential Lot	\$ 22,617.45	\$ 1,656.24
654165	Residential Lot	\$ 22,617.45	\$ 1,656.24
654166	Residential Lot	\$ 22,617.45	\$ 1,656.24
654167	Residential Lot	\$ 22,617.45	\$ 1,656.24
654168	Residential Lot	\$ 22,617.45	\$ 1,656.24
654169	Residential Lot	\$ 22,617.45	\$ 1,656.24
654170	Residential Lot	\$ 22,617.45	\$ 1,656.24
654171	Residential Lot	\$ 22,617.45	\$ 1,656.24
654172	Residential Lot	\$ 22,617.45	\$ 1,656.24
654173	Residential Lot - Prepaid in Full	\$ -	\$ -
654174	Residential Lot	\$ 22,617.45	\$ 1,656.24
654175	Residential Lot	\$ 22,617.45	\$ 1,656.24
654176	Residential Lot	\$ 22,617.45	\$ 1,656.24
654177	Residential Lot	\$ 22,617.45	\$ 1,656.24
654178	Non-Benefited Property	\$ -	\$ -
654179	Residential Lot	\$ 22,617.45	\$ 1,656.24
654180	Residential Lot	\$ 22,617.45	\$ 1,656.24
654181	Residential Lot	\$ 22,617.45	\$ 1,656.24
654182	Residential Lot	\$ 22,617.45	\$ 1,656.24
654183	Residential Lot	\$ 22,617.45	\$ 1,656.24
654184	Residential Lot	\$ 22,617.45	\$ 1,656.24
654185	Residential Lot	\$ 22,617.45	\$ 1,656.24
654186	Residential Lot	\$ 22,617.45	\$ 1,656.24
654187	Residential Lot	\$ 22,617.45	\$ 1,656.24
654188	Residential Lot	\$ 22,617.45	\$ 1,656.24
654189	Residential Lot	\$ 22,617.45	\$ 1,656.24
654190	Residential Lot	\$ 22,617.45	\$ 1,656.24
654191	Residential Lot	\$ 22,617.45	\$ 1,656.24
654192	Residential Lot	\$ 22,617.45	\$ 1,656.24
654193	Residential Lot	\$ 22,617.45	\$ 1,656.24
654194	Residential Lot	\$ 22,617.45	\$ 1,656.24
654195	Residential Lot	\$ 22,617.45	\$ 1,656.24
654196	Residential Lot	\$ 22,617.45	\$ 1,656.24
<b>Total</b>		<b>\$ 3,279,530.25</b>	<b>\$ 240,154.80</b>

**Footnotes:**

[a] Totals may not match the outstanding Assessment or Annual Installment due to rounding or prepayment of Assessment that have not yet redeemed PID Bonds.

## EXHIBIT B – DEBT SERVICE SCHEDULE

### TOWN OF HICKORY CREEK, TEXAS Hickory Creek Public Improvement District No. 1

#### Special Assessment Revenue Bonds, Series 2017

#### Debt Service Schedule (after 7/15/20 call of \$50,000)

Due	Principal	Int.Rate	Interest	Total	FY Total
3/1/2020			\$ 75,275.00	\$ 75,275.00	
9/1/2020	\$ 85,000.00	3.000%	74,275.00	159,275.00	\$ 234,550.00
3/1/2021			73,000.00	73,000.00	
9/1/2021	90,000.00	3.000%	73,000.00	163,000.00	236,000.00
3/1/2022			71,650.00	71,650.00	
9/1/2022	90,000.00	3.000%	71,650.00	161,650.00	233,300.00
3/1/2023			70,300.00	70,300.00	
9/1/2023	95,000.00	3.000%	70,300.00	165,300.00	235,600.00
3/1/2024			68,875.00	68,875.00	
9/1/2024	95,000.00	3.000%	68,875.00	163,875.00	232,750.00
3/1/2025			67,450.00	67,450.00	
9/1/2025	100,000.00	3.500%	67,450.00	167,450.00	234,900.00
3/1/2026			65,700.00	65,700.00	
9/1/2026	100,000.00	3.500%	65,700.00	165,700.00	231,400.00
3/1/2027			63,950.00	63,950.00	
9/1/2027	105,000.00	3.500%	63,950.00	168,950.00	232,900.00
3/1/2028			62,112.50	62,112.50	
9/1/2028	110,000.00	3.750%	62,112.50	172,112.50	234,225.00
3/1/2029			60,050.00	60,050.00	
9/1/2029	115,000.00	3.750%	60,050.00	175,050.00	235,100.00
3/1/2030			57,893.75	57,893.75	
9/1/2030	120,000.00	3.750%	57,893.75	177,893.75	235,787.50
3/1/2031			55,643.75	55,643.75	
9/1/2031	125,000.00	3.750%	55,643.75	180,643.75	236,287.50
3/1/2032			53,300.00	53,300.00	
9/1/2032	125,000.00	3.750%	53,300.00	178,300.00	231,600.00
3/1/2033			50,956.25	50,956.25	
9/1/2033	130,000.00	3.875%	50,956.25	180,956.25	231,912.50
3/1/2034			48,437.50	48,437.50	
9/1/2034	135,000.00	3.875%	48,437.50	183,437.50	231,875.00
3/1/2035			45,821.88	45,821.88	
9/1/2035	140,000.00	3.875%	45,821.88	185,821.88	231,643.75
3/1/2036			43,109.38	43,109.38	
9/1/2036	150,000.00	3.875%	43,109.38	193,109.38	236,218.75
3/1/2037			40,203.13	40,203.13	
9/1/2037	155,000.00	3.875%	40,203.13	195,203.13	235,406.25
3/1/2038			37,200.00	37,200.00	
9/1/2038	160,000.00	4.000%	37,200.00	197,200.00	234,400.00
3/1/2039			34,000.00	34,000.00	
9/1/2039	165,000.00	4.000%	34,000.00	199,000.00	233,000.00
3/1/2040			30,700.00	30,700.00	
9/1/2040	170,000.00	4.000%	30,700.00	200,700.00	231,400.00
3/1/2041			27,300.00	27,300.00	
9/1/2041	180,000.00	4.000%	27,300.00	207,300.00	234,600.00
3/1/2042			23,700.00	23,700.00	
9/1/2042	185,000.00	4.000%	23,700.00	208,700.00	232,400.00
3/1/2043			20,000.00	20,000.00	
9/1/2043	195,000.00	4.000%	20,000.00	215,000.00	235,000.00
3/1/2044			16,100.00	16,100.00	
9/1/2044	200,000.00	4.000%	16,100.00	216,100.00	232,200.00
3/1/2045			12,100.00	12,100.00	
9/1/2045	210,000.00	4.000%	12,100.00	222,100.00	234,200.00
3/1/2046			7,900.00	7,900.00	
9/1/2046	220,000.00	4.000%	7,900.00	227,900.00	235,800.00
3/1/2047			3,500.00	3,500.00	
9/1/2047	175,000.00	4.000%	3,500.00	178,500.00	182,000.00
	\$3,925,000.00		\$2,571,456.25	\$6,496,456.25	\$6,496,456.25



## **EXHIBIT C – BUYER DISCLOSURES**

Buyer disclosures for the following Lot Types are found in this Exhibit:

- District
  - Residential Lot

## **HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 1 – RESIDENTIAL LOT BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE TOWN OF HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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PROPERTY ADDRESS

**RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$22,617.45**

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Hickory Creek Public Improvement District No. 1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town of Hickory Creek.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of \_\_\_\_\_ County.



## ANNUAL INSTALLMENTS - RESIDENTIAL LOT

Installments Due	Principal	Interest	Administrative Expenses	Total Installment <sup>[a]</sup>
1/31/2026	\$ 671.14	\$ 881.88	\$ 103.22	\$ 1,656.24
1/31/2027	\$ 704.70	\$ 858.39	\$ 105.28	\$ 1,668.37
1/31/2028	\$ 738.26	\$ 833.72	\$ 107.39	\$ 1,679.37
1/31/2029	\$ 771.81	\$ 806.04	\$ 109.54	\$ 1,687.39
1/31/2030	\$ 805.37	\$ 777.10	\$ 111.73	\$ 1,694.19
1/31/2031	\$ 838.93	\$ 746.90	\$ 113.96	\$ 1,699.78
1/31/2032	\$ 838.93	\$ 715.44	\$ 116.24	\$ 1,670.60
1/31/2033	\$ 872.48	\$ 683.98	\$ 118.56	\$ 1,675.02
1/31/2034	\$ 906.04	\$ 650.17	\$ 120.94	\$ 1,677.14
1/31/2035	\$ 939.60	\$ 615.06	\$ 123.35	\$ 1,678.01
1/31/2036	\$ 1,006.71	\$ 578.65	\$ 125.82	\$ 1,711.18
1/31/2037	\$ 1,040.27	\$ 539.64	\$ 128.34	\$ 1,708.25
1/31/2038	\$ 1,073.83	\$ 499.33	\$ 130.90	\$ 1,704.06
1/31/2039	\$ 1,107.38	\$ 456.38	\$ 133.52	\$ 1,697.28
1/31/2040	\$ 1,140.94	\$ 412.08	\$ 136.19	\$ 1,689.21
1/31/2041	\$ 1,208.05	\$ 366.44	\$ 138.92	\$ 1,713.41
1/31/2042	\$ 1,241.61	\$ 318.12	\$ 141.70	\$ 1,701.43
1/31/2043	\$ 1,308.72	\$ 268.46	\$ 144.53	\$ 1,721.71
1/31/2044	\$ 1,342.28	\$ 216.11	\$ 147.42	\$ 1,705.81
1/31/2045	\$ 1,409.40	\$ 162.42	\$ 150.37	\$ 1,722.18
1/31/2046	\$ 1,476.51	\$ 106.04	\$ 153.38	\$ 1,735.93
1/31/2047	\$ 1,174.50	\$ 46.98	\$ 156.44	\$ 1,377.92
<b>Total</b>	<b>\$ 22,617.45</b>	<b>\$ 11,539.30</b>	<b>\$ 2,817.74</b>	<b>\$ 36,974.49</b>

### Footnotes:

[a] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Administrative Expenses, Delinquency and Reserve Fund Requirements, interest earnings, or other available offsets could increase or decrease

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2025-07-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK  
APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT  
PLAN AND ASSESSMENT ROLL FOR HICKORY CREEK PUBLIC IMPROVEMENT  
DISTRICT NO. 2 INCLUDING THE COLLECTION OF THE 2025 ANNUAL  
INSTALLMENTS**

WHEREAS, the Town of Hickory Creek (the “Town”) has created the Hickory Creek Public Improvement District No. 2 (the “PID”) in accordance with the requirements of Section 372.005 of the Public Improvement District Assessment Act (the “Act”); and

WHEREAS, on February 24, 2020, the Town Council approved and accepted the 2020 Amended and Restated Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

WHEREAS, pursuant to Section 371.013 of the Act, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2025 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Public Improvement District No. 2 2025 Annual Service Plan Update attached hereto as ***Exhibit A***.

Section 3. Approval of Update. The Annual Service Plan Update for the PID for 2025 is hereby approved and accepted by the Town Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.

Section 5. Filing in Land Records. The Town Secretary is directed to cause a copy of this Ordinance, including the 2025 Annual Service Plan Update, to be recorded in the real property records of Denton County, Texas, on or before August 4, 2025. The Town Secretary is further directed to similarly file each Annual Service Plan Update approved by the Town Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

Section 6. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 28<sup>th</sup> day of July, 2025.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**EXHIBIT A**

**2025 Annual Service Plan Update**



# HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 2

## 2025 ANNUAL SERVICE PLAN UPDATE

JULY 28, 2025

## INTRODUCTION

Capitalized terms used in this 2025 Annual Service Plan Update shall have the meanings set forth in the 2020 Amended and Restated Service and Assessment Plan (the “2020 A&R SAP”), or the Reimbursement Agreement, as applicable.

The District was created pursuant to the Act by Resolution No. 2012-0918-1 on September 18, 2012, by the Town Council to finance certain Authorized Improvements for the benefit of the property in the District.

On October 16, 2012, the Town Council approved the 2012 SAP and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District by approving Ordinance No. 2012-10-699. The 2012 SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements and the manner of assessing the property in the District for the costs of the Authorized Improvements. The Town also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of Assessment identified in the 2012 SAP.

The Assessment Roll for the District was not updated in 2013.

On September 23, 2014, the Town Council approved the 2014 Annual Service Plan Update by council action. The 2014 Annual Service Update updated the Assessment Roll for 2014.

On September 22, 2015, the Town Council approved the 2015 Annual Service Plan Update by approving Resolution No. 2015-0922-2. The 2015 Annual Service Plan Update updated the Assessment Roll for 2015.

On September 15, 2016, the Town Council approved the 2016 Annual Service Plan Update by approving Resolution No. 2016-0920-2. The 2016 Annual Service Plan Update updated the Assessment Roll for 2016.

On September 19, 2017, the Town Council approved the 2017 Annual Service Plan Update by approving Resolution No. 2017-0919-2. The 2017 Annual Service Plan Update updated the Assessment Roll for 2017.

On June 19, 2018, the Town Council approved the 2018 Amended and Restated Service and Assessment Plan by adopting Ordinance No. 2018-06-796, which issued PID Bonds for Assessed Property within the District and updated the Assessment Roll for 2018.

On June 18, 2019, the Town Council approved the 2019 Annual Service Plan Update by adopting Resolution No. 2019-0618-2. The 2019 Annual Service Plan Update updated the Assessment Roll for 2019.

On February 24, 2020, the Town Council approved the 2020 Amended and Restated Service and Assessment Plan by adopting Ordinance No. 2020-02-845, which reallocated Assessment for the costs of certain improvements within the District and updated the Assessment Roll for 2020.

On August 23, 2021, the Town Council approved the 2021 Annual Service Plan Update by adopting Ordinance No. 2021-08-879. The 2021 Annual Service Plan Update updated the Assessment Roll for 2021.

On August 1, 2022, the Town Council approved the 2022 Annual Service Plan Update by adopting Ordinance No. 2022-08-906. The 2022 Annual Service Plan Update updated the Assessment Roll for 2022.

On June 26, 2023, the Town Council approved the 2023 Annual Service Plan Update by adopting Ordinance No. 2023-06-931. The 2023 Annual Service Plan Update updated the Assessment Roll for 2023.

On June 24, 2024, the Town Council approved the 2024 Annual Service Plan Update by adopting Ordinance No. 2024-06-951. The 2024 Annual Service Plan Update updated the Assessment Roll for 2024.

The 2020 A&R SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the Act, the 2020 A&R SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2025.

The Town Council also adopted an Assessment Roll identifying the Assessments on each Parcel within the District, based on the method of assessment identified in the 2020 A&R SAP. This 2025 Annual Service Plan Update also updates the Assessment Roll for 2025.

## PARCEL SUBDIVISION

The following plats have been recorded within the District:

- The Final Plat for Steeplechase South Addition consisting of 131 single-family homes within the County was recorded in the official public records of the County on September 13, 2012.
- The Minor Replat of Lots 1XR1, Block F Steeplechase South Addition within the County was recorded in the official public records of the County on September 09, 2013.
- The Replat of Lots 1X-R, 2X, 3X and Lots 2-24, Block A Steeplechase South Addition (33.83 Acre Tract) of All of Lot 1X, Block A of Steeplechase South Addition within the County was recorded in the official public records of the County on June 14, 2018.
- The Replat of Lots 1R and 2R, Block A Steeplechase South Addition (8.05 Acre Tract) of All of Lot 1, Block A of Steeplechase South Addition within the County was recorded in the official public records of the County on March 10, 2020. The Replat of Lots 1R and 2R, Block A Steeplechase South Addition (8.05 Acre Tract) of All of Lot 1, Block A of Steeplechase South Addition added one Lot classified as Changed Property to Improvement Area #1.

See the completed Lot Type classification summary within the District below:

District	
Lot Type Classification	
<b>Improvement Area #1</b>	
Residential	109
<b>Improvement Area #2</b>	
Residential	23
<b>Total</b>	<b>132</b>

## LOT AND HOME SALES

All Lots have completed homes, and all Lots have been sold to end-users.

See **Exhibit C** for the buyer disclosures.

## AUTHORIZED IMPROVEMENTS

The Developer has completed the Authorized Improvements listed in the 2020 A&R SAP, and they were dedicated to the Town.



## OUTSTANDING ASSESSMENT

The outstanding Assessment for the District is \$3,555,871.21. The outstanding Assessment is less than the \$3,755,000.00 in outstanding PID Bonds due to a Prepayment of Assessments for which PID Bonds have not yet been redeemed.

## ANNUAL INSTALLMENT DUE 1/31/2026

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$299,793.76.
- **Additional Interest** – Additional Interest is collected to fund the Delinquency and Prepayment Reserve. The Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, has not been met. As such, the Delinquency and Prepayment Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$18,775.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$33,795.17. A breakdown of the Annual Collection Costs is shown below.

Annual Collection Costs Breakdown	
Administration	\$ 20,270.92
City Auditor	\$ 2,500.00
Filing Fees	\$ 1,000.00
County Collection	\$ 1,000.00
PID Trustee Fees	\$ 3,500.00
Dissemination Agent	\$ 3,500.00
P3Works Dev/Issuer CDA Review	\$ 2,300.00
Collection Cost Maintenance Balance	\$ 10,000.00
Less CCMB Credit from Prior Years	\$ (11,775.75)
Arbitrage	\$ 1,500.00
<b>Total Annual Collection Costs</b>	<b>\$ 33,795.17</b>

Due January 31, 2026	
Principal	\$ 90,000.00
Interest	\$ 209,793.76
Additional Interest	\$ 18,775.00
Annual Collection Costs	\$ 33,795.17
<b>Total Annual Installment</b>	<b>\$ 352,363.93</b>

See the Limited Offering Memorandum for the pay period. See **Exhibit B** for the debt service schedule for the PID Bonds as shown in the Limited Offering Memorandum.

## PREPAYMENT OF ASSESSMENT IN FULL

The following is a list of all Parcels that made a Prepayment in full within the District.

Improvement Area #1			
Property ID	Lot Type	Prepayment Date	Recorded Lien Release Number
557897	Residential	6/9/2021	2021-114382
557876	Residential	9/17/2022	Pending
557865	Residential	11/11/2022	Pending
557939	Residential	3/19/2025	2025-41401
557921	Residential	6/4/2025	Pending

Improvement Area #2			
Property ID	Lot Type	Prepayment Date	Recorded Lien Release Number
732778	Residential	8/22/2023	2024-37860
732787	Residential	10/26/2023	2024-20016

## PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayments have occurred within the District.

## EXTRAORDINARY OPTIONAL REDEMPTIONS

No extraordinary optional redemptions have occurred in the District.

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Hickory Creek PID No. 2 - Annual Installments						
Annual Installment Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 90,000.00	\$ 95,000.00	\$ 100,000.00	\$ 105,000.00	\$ 115,000.00
Interest		209,793.76	205,181.26	200,312.50	195,187.50	189,281.26
	(1)	\$ 299,793.76	\$ 300,181.26	\$ 300,312.50	\$ 300,187.50	\$ 304,281.26
Additional Interest		(2) \$ 18,775.00	\$ 18,325.00	\$ 17,850.00	\$ 9,750.00	\$ -
Annual Collection Costs		(3) \$ 33,795.17	\$ 34,752.34	\$ 35,447.39	\$ 36,156.33	\$ 36,879.46
Total Annual Installment		(4) = (1) + (2) + (3) \$ 352,363.93	\$ 353,258.60	\$ 353,609.89	\$ 346,093.83	\$ 341,160.72

## ASSESSMENT ROLL

The list of current Lots within the District, the corresponding total Assessments, and current Annual Installments are shown on the Assessment Rolls attached hereto as **Exhibit A-1** for Improvement Area #1 and **Exhibit A-2** for Improvement Area #2. The Parcels shown on the Assessment Roll will receive the bills for the 2025 Annual Installments which will be delinquent if not paid by January 31, 2026. The totals shown on the Assessment Rolls may not match the Service Plan due to unredeemed Prepayments.

# EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/26 <sup>[b]</sup>
557860	Residential	\$ 28,446.97	\$ 2,669.42
557861	Residential	\$ 28,446.97	\$ 2,669.42
557862	Residential	\$ 28,446.97	\$ 2,669.42
557863	Residential	\$ 28,446.97	\$ 2,669.42
557864	Residential	\$ 28,446.97	\$ 2,669.42
557865	Residential - Prepaid in Full	\$ -	\$ -
557866	Residential	\$ 28,446.97	\$ 2,669.42
557867	Non-Benefitted Property	\$ -	\$ -
557868	Non-Benefitted Property	\$ -	\$ -
557869	Residential	\$ 28,446.97	\$ 2,669.42
557870	Residential	\$ 28,446.97	\$ 2,669.42
557871	Residential	\$ 28,446.97	\$ 2,669.42
557872	Residential	\$ 28,446.97	\$ 2,669.42
557873	Residential	\$ 28,446.97	\$ 2,669.42
557874	Residential	\$ 28,446.97	\$ 2,669.42
557875	Residential	\$ 28,446.97	\$ 2,669.42
557876	Residential - Prepaid in Full	\$ -	\$ -
557877	Residential	\$ 28,446.97	\$ 2,669.42
557878	Residential	\$ 28,446.97	\$ 2,669.42
557879	Residential	\$ 28,446.97	\$ 2,669.42
557880	Residential	\$ 28,446.97	\$ 2,669.42
557881	Residential	\$ 28,446.97	\$ 2,669.42
557882	Residential	\$ 28,446.97	\$ 2,669.42
557883	Residential	\$ 28,446.97	\$ 2,669.42
557884	Residential	\$ 28,446.97	\$ 2,669.42
557885	Residential	\$ 28,446.97	\$ 2,669.42
557886	Residential	\$ 28,446.97	\$ 2,669.42
557887	Residential	\$ 28,446.97	\$ 2,669.42
557888	Residential	\$ 28,446.97	\$ 2,669.42
557889	Residential	\$ 28,446.97	\$ 2,669.42
557890	Residential	\$ 28,446.97	\$ 2,669.42
557891	Residential	\$ 28,446.97	\$ 2,669.42
557892	Residential	\$ 28,446.97	\$ 2,669.42
557893	Residential	\$ 28,446.97	\$ 2,669.42
557894	Residential	\$ 28,446.97	\$ 2,669.42
557895	Residential	\$ 28,446.97	\$ 2,669.42
557896	Residential	\$ 28,446.97	\$ 2,669.42
557897	Residential - Prepaid in Full	\$ -	\$ -
557899	Residential	\$ 28,446.97	\$ 2,669.42
557900	Residential	\$ 28,446.97	\$ 2,669.42

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/26 <sup>[b]</sup>
557901	Non-Benefitted Property	\$ -	\$ -
557902	Residential	\$ 28,446.97	\$ 2,669.42
557903	Residential	\$ 28,446.97	\$ 2,669.42
557904	Residential	\$ 28,446.97	\$ 2,669.42
557905	Residential	\$ 28,446.97	\$ 2,669.42
557906	Residential	\$ 28,446.97	\$ 2,669.42
557907	Residential	\$ 28,446.97	\$ 2,669.42
557908	Residential	\$ 28,446.97	\$ 2,669.42
557909	Residential	\$ 28,446.97	\$ 2,669.42
557910	Residential	\$ 28,446.97	\$ 2,669.42
557911	Residential	\$ 28,446.97	\$ 2,669.42
557912	Residential	\$ 28,446.97	\$ 2,669.42
557913	Residential	\$ 28,446.97	\$ 2,669.42
557914	Residential	\$ 28,446.97	\$ 2,669.42
557915	Residential	\$ 28,446.97	\$ 2,669.42
557916	Residential	\$ 28,446.97	\$ 2,669.42
557917	Residential	\$ 28,446.97	\$ 2,669.42
557918	Residential	\$ 28,446.97	\$ 2,669.42
557919	Residential	\$ 28,446.97	\$ 2,669.42
557920	Residential	\$ 28,446.97	\$ 2,669.42
557921	Residential - Prepaid in Full	\$ -	\$ -
557922	Residential	\$ 28,446.97	\$ 2,669.42
557923	Residential	\$ 28,446.97	\$ 2,669.42
557924	Residential	\$ 28,446.97	\$ 2,669.42
557925	Non-Benefitted Property	\$ -	\$ -
557927	Residential	\$ 28,446.97	\$ 2,669.42
557928	Residential	\$ 28,446.97	\$ 2,669.42
557929	Residential	\$ 28,446.97	\$ 2,669.42
557930	Residential	\$ 28,446.97	\$ 2,669.42
557931	Residential	\$ 28,446.97	\$ 2,669.42
557932	Residential	\$ 28,446.97	\$ 2,669.42
557933	Residential	\$ 28,446.97	\$ 2,669.42
557934	Residential	\$ 28,446.97	\$ 2,669.42
557935	Residential	\$ 28,446.97	\$ 2,669.42
557936	Residential	\$ 28,446.97	\$ 2,669.42
557937	Residential	\$ 28,446.97	\$ 2,669.42
557938	Residential	\$ 28,446.97	\$ 2,669.42
557939	Residential - Prepaid in Full	\$ -	\$ -
557940	Residential	\$ 28,446.97	\$ 2,669.42
557941	Non-Benefitted Property	\$ -	\$ -

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/26 <sup>[b]</sup>
557943	Residential	\$ 28,446.97	\$ 2,669.42
557944	Residential	\$ 28,446.97	\$ 2,669.42
557945	Residential	\$ 28,446.97	\$ 2,669.42
557946	Residential	\$ 28,446.97	\$ 2,669.42
557947	Residential	\$ 28,446.97	\$ 2,669.42
557949	Residential	\$ 28,446.97	\$ 2,669.42
557950	Residential	\$ 28,446.97	\$ 2,669.42
557951	Residential	\$ 28,446.97	\$ 2,669.42
557952	Residential	\$ 28,446.97	\$ 2,669.42
557953	Residential	\$ 28,446.97	\$ 2,669.42
557954	Residential	\$ 28,446.97	\$ 2,669.42
557955	Residential	\$ 28,446.97	\$ 2,669.42
557956	Residential	\$ 28,446.97	\$ 2,669.42
557957	Residential	\$ 28,446.97	\$ 2,669.42
557958	Residential	\$ 28,446.97	\$ 2,669.42
557959	Residential	\$ 28,446.97	\$ 2,669.42
557960	Residential	\$ 28,446.97	\$ 2,669.42
557961	Residential	\$ 28,446.97	\$ 2,669.42
557962	Residential	\$ 28,446.97	\$ 2,669.42
557963	Residential	\$ 28,446.97	\$ 2,669.42
557964	Residential	\$ 28,446.97	\$ 2,669.42
557965	Residential	\$ 28,446.97	\$ 2,669.42
557966	Residential	\$ 28,446.97	\$ 2,669.42
557967	Residential	\$ 28,446.97	\$ 2,669.42
557968	Residential	\$ 28,446.97	\$ 2,669.42
557969	Residential	\$ 28,446.97	\$ 2,669.42
557971	Residential	\$ 28,446.97	\$ 2,669.42
557972	Residential	\$ 28,446.97	\$ 2,669.42
557973	Residential	\$ 28,446.97	\$ 2,669.42
557974	Residential	\$ 28,446.97	\$ 2,669.42
557975	Residential	\$ 28,446.97	\$ 2,669.42
557976	Residential	\$ 28,446.97	\$ 2,669.42
557977	Residential	\$ 28,446.97	\$ 2,669.42
557979	Non-Benefitted Property	\$ -	\$ -
559781	Non-Benefitted Property	\$ -	\$ -
581613	Non-Benefitted Property	\$ -	\$ -
775522	Changed Property	\$ 28,446.97	\$ 2,669.42
775523	Non-Benefitted Property	\$ -	\$ -
<b>Total</b>		<b>\$ 2,958,484.85</b>	<b>\$ 277,620.07</b>

Notes:

[a] The Property IDs shown in the Assessment Roll are subject to change based on the final certified rolls provided by the County prior billing.

[b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

## EXHIBIT A-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/26 <sup>[b]</sup>
732775	Residential	\$ 28,446.97	\$ 2,669.42
732776	Residential	\$ 28,446.97	\$ 2,669.42
732777	Residential	\$ 28,446.97	\$ 2,669.42
732778	Residential - Prepaid in Full	\$ -	\$ -
732779	Residential	\$ 28,446.97	\$ 2,669.42
732780	Residential	\$ 28,446.97	\$ 2,669.42
732781	Residential	\$ 28,446.97	\$ 2,669.42
732782	Residential	\$ 28,446.97	\$ 2,669.42
732783	Residential	\$ 28,446.97	\$ 2,669.42
732784	Residential	\$ 28,446.97	\$ 2,669.42
732785	Residential	\$ 28,446.97	\$ 2,669.42
732786	Residential	\$ 28,446.97	\$ 2,669.42
732787	Residential - Prepaid in Full	\$ -	\$ -
732788	Residential	\$ 28,446.97	\$ 2,669.42
732789	Residential	\$ 28,446.97	\$ 2,669.42
732790	Residential	\$ 28,446.97	\$ 2,669.42
732791	Residential	\$ 28,446.97	\$ 2,669.42
732792	Residential	\$ 28,446.97	\$ 2,669.42
732793	Residential	\$ 28,446.97	\$ 2,669.42
732794	Residential	\$ 28,446.97	\$ 2,669.42
732795	Residential	\$ 28,446.97	\$ 2,669.42
732796	Residential	\$ 28,446.97	\$ 2,669.42
732797	Residential	\$ 28,446.97	\$ 2,669.42
732798	Non-Benefitted Property	\$ -	\$ -
732799	Non-Benefitted Property	\$ -	\$ -
732800	Non-Benefitted Property	\$ -	\$ -
1063920	Non-Benefitted Property	\$ -	\$ -
<b>Total</b>		<b>\$ 597,386.36</b>	<b>\$ 56,057.90</b>

**Notes:**

[a] The Property IDs shown in the Assessment Roll are subject to change based on the final certified rolls provided by the County prior billing.

[b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

## EXHIBIT B – DEBT SERVICE SCHEDULE

### DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

<b><u>Year Ending (September 30)</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
2019	\$ 25,000.00	\$ 266,072.92	\$ 291,072.92
2020	65,000.00	232,343.76	297,343.76
2021	65,000.00	229,012.50	294,012.50
2022	70,000.00	225,681.26	295,681.26
2023	75,000.00	222,093.76	297,093.76
2024	80,000.00	218,250.00	298,250.00
2025	85,000.00	214,150.00	299,150.00
2026	90,000.00	209,793.76	299,793.76
2027	95,000.00	205,181.26	300,181.26
2028	100,000.00	200,312.50	300,312.50
2029	105,000.00	195,187.50	300,187.50
2030	115,000.00	189,281.26	304,281.26
2031	120,000.00	182,812.50	302,812.50
2032	125,000.00	176,062.50	301,062.50
2033	135,000.00	169,031.26	304,031.26
2034	140,000.00	161,437.50	301,437.50
2035	150,000.00	153,562.50	303,562.50
2036	155,000.00	145,125.00	300,125.00
2037	165,000.00	136,406.26	301,406.26
2038	175,000.00	127,125.00	302,125.00
2039	185,000.00	117,281.26	302,281.26
2040	195,000.00	106,875.00	301,875.00
2041	205,000.00	95,906.26	300,906.26
2042	215,000.00	84,375.00	299,375.00
2043	230,000.00	72,281.26	302,281.26
2044	245,000.00	59,343.76	304,343.76
2045	255,000.00	45,562.50	300,562.50
2046	270,000.00	31,218.76	301,218.76
2047	285,000.00	16,031.26	301,031.26
<b>Total</b>	<b><u>\$4,220,000.00</u></b>	<b><u>\$4,487,798.06</u></b>	<b><u>\$8,707,798.06</u></b>



## **EXHIBIT C – BUYER DISCLOSURES**

Buyer disclosures for the following Lot Types are found in this Exhibit:

- District
  - Residential Lot

## **HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 2 – BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE TOWN OF HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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PROPERTY ADDRESS

**RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$28,446.97**

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hickory Creek Public Improvement District Number 2* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town of Hickory Creek.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - RESIDENTIAL LOT

Annual Installments per Lot						
Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment Due <sup>[b]</sup>	
2026	\$ 681.82	\$ 1,589.35	\$ 142.23	\$ 256.02	\$	2,669.42
2027	\$ 719.70	\$ 1,554.40	\$ 138.83	\$ 263.28	\$	2,676.20
2028	\$ 757.58	\$ 1,517.52	\$ 135.23	\$ 268.54	\$	2,678.86
2029	\$ 795.45	\$ 1,478.69	\$ 73.86	\$ 273.91	\$	2,621.92
2030	\$ 871.21	\$ 1,433.95	\$ -	\$ 279.39	\$	2,584.55
2031	\$ 909.09	\$ 1,384.94	\$ -	\$ 284.98	\$	2,579.01
2032	\$ 946.97	\$ 1,333.81	\$ -	\$ 290.68	\$	2,571.45
2033	\$ 1,022.73	\$ 1,280.54	\$ -	\$ 296.49	\$	2,599.76
2034	\$ 1,060.61	\$ 1,223.01	\$ -	\$ 302.42	\$	2,586.04
2035	\$ 1,136.36	\$ 1,163.35	\$ -	\$ 308.47	\$	2,608.18
2036	\$ 1,174.24	\$ 1,099.43	\$ -	\$ 314.64	\$	2,588.31
2037	\$ 1,250.00	\$ 1,033.38	\$ -	\$ 320.93	\$	2,604.31
2038	\$ 1,325.76	\$ 963.07	\$ -	\$ 327.35	\$	2,616.18
2039	\$ 1,401.52	\$ 888.49	\$ -	\$ 333.90	\$	2,623.91
2040	\$ 1,477.27	\$ 809.66	\$ -	\$ 340.57	\$	2,627.51
2041	\$ 1,553.03	\$ 726.56	\$ -	\$ 347.39	\$	2,626.98
2042	\$ 1,628.79	\$ 639.20	\$ -	\$ 354.33	\$	2,622.33
2043	\$ 1,742.42	\$ 547.59	\$ -	\$ 361.42	\$	2,651.43
2044	\$ 1,856.06	\$ 449.57	\$ -	\$ 368.65	\$	2,674.28
2045	\$ 1,931.82	\$ 345.17	\$ -	\$ 376.02	\$	2,653.01
2046	\$ 2,045.45	\$ 236.51	\$ -	\$ 383.54	\$	2,665.50
2047	\$ 2,159.09	\$ 121.45	\$ -	\$ 391.21	\$	2,671.75
<b>Total</b>	<b>\$ 28,446.97</b>	<b>\$ 21,819.65</b>	<b>\$ 490.15</b>	<b>\$ 7,044.13</b>	<b>\$</b>	<b>57,800.91</b>

**Notes:**

[a] Interest on the PID Bonds is calculated at a 5.125%, and 5.625% rate for term bonds maturing 2028 and 2047, respectively.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**TOWN OF HICKORY CREEK**  
**ORDINANCE NO. 2025-07-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.**

WHEREAS, the Town of Hickory Creek (the “Town”) has created the Hickory Farms Public Improvement District (the “PID”) in accordance with the requirements of Section 372.005 of the Public Improvement District Assessment Act (the “Act”); and

WHEREAS, on June 18, 2019, the Town Council approved and accepted the Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

WHEREAS, pursuant to Section 371.013 of the Act, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2025 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Hickory Farms Public Improvement District 2025 Annual Service Plan Update attached hereto as ***Exhibit A***.

Section 3. Approval of Update. The Annual Service Plan Update for the PID for 2025 is hereby approved and accepted by the Town Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.



Section 5. Filing in Land Records. The Town Secretary is directed to cause a copy of this Ordinance, including the 2025 Annual Service Plan Update, to be recorded in the real property records of Denton County, Texas, on or before August 4, 2025. The Town Secretary is further directed to similarly file each Annual Service Plan Update approved by the Town Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

Section 6. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 28<sup>th</sup> day of July, 2025.

---

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**EXHIBIT A**

**2025 Annual Service Plan Update**



# HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT 2025 ANNUAL SERVICE PLAN UPDATE

JULY 28, 2025

## INTRODUCTION

Capitalized terms used in this 2025 Annual Service Plan Update shall have the meanings set forth in the Hickory Farms Public Improvement District Service and Assessment Plan (the “SAP”).

The District was created pursuant to the Act by Resolution No. 2019-0521-3 on May 21, 2019, by the Town Council to finance certain Authorized Improvements for the benefit of the property in the District.

On June 18, 2019, the Town Council approved the SAP for the District by adopting Ordinance No. 2019-06-821, which approved the levy of Assessments for Assessed Parcels within the District.

On July 27, 2020, the Town Council approved the 2020 Annual Service Plan Update for the District by adopting Resolution No. 2020-0727-2, which updated the Assessment Roll for 2020.

On August 23, 2021, the Town Council approved the 2021 Annual Service Plan Update for the District by adopting Ordinance No. 2021-08-880, which updated the Assessment Roll for 2021.

On August 1, 2022, the Town Council approved the 2022 Annual Service Plan Update for the District by adopting Ordinance No. 2022-08-907, which updated the Assessment Roll for 2022.

On June 26, 2023, the Town Council approved the 2023 Annual Service Plan Update for the District by adopting Ordinance No. 2023-06-932, which updated the Assessment Roll for 2023.

On June 24, 2024, the Town Council approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 2024-06-952, which updated the Assessment Roll for 2024.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2025.

The Town Council also adopted an Assessment Roll identifying the Assessments on each Parcel within the District, based on the method of assessment identified in the SAP. This 2025 Annual Service Plan Update also updates the Assessment Roll for 2025.

## PARCEL SUBDIVISION

The final plat for The Alcove at Hickory Creek was filed and recorded in the official public records of the County on August 13, 2020, and consists of 130 residential Lots and 4 Lots classified as Non-Benefited Property. The District is fully subdivided.

See the completed Lot Type classification summary within the District below:

District	
Lot Type Classification	
Lot Type 1	116
Lot Type 2	14
<b>Total</b>	<b>130</b>

See **Exhibit C** for the Lot Type classification map.

## LOT AND HOME SALES

All Lots have completed homes, and all Lots have been sold to end-users.

See **Exhibit D** for buyer disclosures.

## AUTHORIZED IMPROVEMENTS

The Developer has completed the Authorized Improvements listed in the SAP and they were dedicated to the Town.

## OUTSTANDING ASSESSMENT

Net of the principal bond payment due September 1, the District has an outstanding Assessment of \$3,605,869.26. The outstanding Assessment is less than the outstanding PID Bonds of \$3,640,000.00 due to prepayment of Assessments for which PID Bonds have not been redeemed.

## ANNUAL INSTALLMENT DUE 1/31/2026

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$261,550.00.
- **Additional Interest** – The total Additional Interest Reserve Requirement, as defined in the Indenture, is equal to \$200,200.00 and has not been met. As such, the Additional Interest

Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$18,200.00.

- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$38,272.96. A breakdown of the Annual Collection Costs is shown below.

Annual Collection Costs Breakdown		
Administration	\$	32,472.96
City Auditor	\$	2,500.00
Filing Fees	\$	1,500.00
County Collection	\$	1,000.00
PID Trustee Fees	\$	3,500.00
Dissemination Agent	\$	3,500.00
P3Works Dev/Issuer CDA Review	\$	2,300.00
Collection Cost Maintenance Balance	\$	10,000.00
Less CCMB Credit from Prior Years	\$	(20,000.00)
Arbitrage	\$	1,500.00
<b>Total Annual Collection Costs</b>	<b>\$</b>	<b>38,272.96</b>

Due January 31, 2026		
Principal	\$	95,000.00
Interest		166,550.00
Additional Interest		18,200.00
Annual Collection Costs		38,272.96
<b>Total Annual Installment</b>	<b>\$</b>	<b>318,022.96</b>

See the Limited Offering Memorandum for the pay period. See **Exhibit B** for the debt service schedule for the District provided by Hilltop Securities.

## PREPAYMENT OF ASSESSMENTS IN FULL

The following is a list of all Parcels that made a Prepayment in full:

Property ID	Lot Type	Prepayment Date	Recorded Lien Release Number
960313	2	6/2/2021	2021-114381
960374	1	6/30/2021	2021-159931
960357	1	7/14/2021	2021-159932
960341	1	12/7/2021	2022-62905
960319	2	9/2/2021	2022-62908
960310	2	1/27/2022	2022-62907
960322	1	7/20/2023	Pending

## PARTIAL PREPAYMENTS OF ASSESSMENTS

The following is a list of all Parcels that made a partial Prepayment within the District:

Property ID	Lot Type	Address	Partial Prepayment Date	Partial Prepayment Amount
960331	1	2001 Oleander St	11/3/2021	\$ 4,000.00
960331	1	2001 Oleander St	N/A <sup>[a]</sup>	\$ 149.70
960331	1	2001 Oleander St	6/13/2023	\$ 5,000.00
960331	1	2001 Oleander St	N/A <sup>[a]</sup>	\$ 49.81

**Notes:**

[a] Cumulative additional reduction in outstanding Assessment due to interest savings from partial prepayment.

## EXTRAORDINARY OPTIONAL REDEMPTIONS

Per notice posted August 29, 2022, \$200,000.00 was redeemed in the October 1, 2022 Extraordinary Optional Redemption<sup>1</sup>.

<sup>1</sup> See <https://emma.msrb.org/IssueView/Details/ER391766> for more information regarding Extraordinary Option Redemptions for the PID Bonds.

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Annual Installments Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 95,000.00	\$ 100,000.00	\$ 100,000.00	\$ 105,000.00	\$ 110,000.00
Interest		\$ 166,550.00	\$ 162,750.00	\$ 158,750.00	\$ 154,750.00	\$ 150,550.00
	(1)	\$ 261,550.00	\$ 262,750.00	\$ 258,750.00	\$ 259,750.00	\$ 260,550.00
Additional Interest	(2)	\$ 18,200.00	\$ 17,725.00	\$ 17,225.00	\$ 16,725.00	\$ 16,200.00
Annual Collection Costs	(3)	\$ 38,272.96	\$ 47,708.42	\$ 48,662.59	\$ 49,635.84	\$ 50,628.56
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 318,022.96</b>	<b>\$ 328,183.42</b>	<b>\$ 324,637.59</b>	<b>\$ 326,110.84</b>	<b>\$ 327,378.56</b>

## ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2025 Annual Installments which will be delinquent if not paid by January 31, 2026. The list of Parcels shown on the Assessment Roll is subject to change based on the final certified rolls provided by the County.



## EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot Type	Notes	Outstanding Assessment <sup>[a]</sup>	Installment Due 1/31/26 <sup>[a]</sup>
960260	1		\$ 29,318.88	\$ 2,564.48
960261	1		\$ 29,318.88	\$ 2,564.48
960262	1		\$ 29,318.88	\$ 2,564.48
960263	1		\$ 29,318.88	\$ 2,564.48
960264	1		\$ 29,318.88	\$ 2,564.48
960265	1		\$ 29,318.88	\$ 2,564.48
960266	1		\$ 29,318.88	\$ 2,564.48
960267	1		\$ 29,318.88	\$ 2,564.48
960268	1		\$ 29,318.88	\$ 2,564.48
960269	1		\$ 29,318.88	\$ 2,564.48
960270	1		\$ 29,318.88	\$ 2,564.48
960271	1		\$ 29,318.88	\$ 2,564.48
960272	1		\$ 29,318.88	\$ 2,564.48
960273	1		\$ 29,318.88	\$ 2,564.48
960274	1		\$ 29,318.88	\$ 2,564.48
960275	1		\$ 29,318.88	\$ 2,564.48
960276	1		\$ 29,318.88	\$ 2,564.48
960277	1		\$ 29,318.88	\$ 2,564.48
960278	1		\$ 29,318.88	\$ 2,564.48
960279	1		\$ 29,318.88	\$ 2,564.48
960280	1		\$ 29,318.88	\$ 2,564.48
960281	1		\$ 29,318.88	\$ 2,564.48
960282	1		\$ 29,318.88	\$ 2,564.48
960283	1		\$ 29,318.88	\$ 2,564.48
960284	1		\$ 29,318.88	\$ 2,564.48
960285	1		\$ 29,318.88	\$ 2,564.48
960286	1		\$ 29,318.88	\$ 2,564.48
960287	1		\$ 29,318.88	\$ 2,564.48
960288	1		\$ 29,318.88	\$ 2,564.48
960289	1		\$ 29,318.88	\$ 2,564.48
960290	1		\$ 29,318.88	\$ 2,564.48
960291	1		\$ 29,318.88	\$ 2,564.48
960292	1		\$ 29,318.88	\$ 2,564.48
960293	1		\$ 29,318.88	\$ 2,564.48
960294	1		\$ 29,318.88	\$ 2,564.48
960295	1		\$ 29,318.88	\$ 2,564.48
960296	1		\$ 29,318.88	\$ 2,564.48
960297	1		\$ 29,318.88	\$ 2,564.48
960298	1		\$ 29,318.88	\$ 2,564.48
960299	1		\$ 29,318.88	\$ 2,564.48

Property ID	Lot Type	Notes	Outstanding Assessment <sup>[a]</sup>	Installment Due 1/31/26 <sup>[a]</sup>
960300	1		\$ 29,318.88	\$ 2,564.48
960301	1		\$ 29,318.88	\$ 2,564.48
960302	1		\$ 29,318.88	\$ 2,564.48
960303	1		\$ 29,318.88	\$ 2,564.48
960304	1		\$ 29,318.88	\$ 2,564.48
960305	1		\$ 29,318.88	\$ 2,564.48
960306	1		\$ 29,318.88	\$ 2,564.48
960307	1		\$ 29,318.88	\$ 2,564.48
960308	2		\$ 30,075.49	\$ 2,630.66
960309	2		\$ 30,075.49	\$ 2,630.66
960310	2	[b]	\$ -	\$ -
960311	2		\$ 30,075.49	\$ 2,630.66
960312	2		\$ 30,075.49	\$ 2,630.66
960313	2	[b]	\$ -	\$ -
960314	2		\$ 30,075.49	\$ 2,630.66
960315	2		\$ 30,075.49	\$ 2,630.66
960316	2		\$ 30,075.49	\$ 2,630.66
960317	2		\$ 30,075.49	\$ 2,630.66
960318	2		\$ 30,075.49	\$ 2,630.66
960319	2	[b]	\$ -	\$ -
960320	2		\$ 30,075.49	\$ 2,630.66
960321	2		\$ 30,075.49	\$ 2,630.66
960322	1	[b]	\$ -	\$ -
960323	1		\$ 29,318.88	\$ 2,564.48
960324	1		\$ 29,318.88	\$ 2,564.48
960325	1		\$ 29,318.88	\$ 2,564.48
960326	1		\$ 29,318.88	\$ 2,564.48
960327	1		\$ 29,318.88	\$ 2,564.48
960328	1		\$ 29,318.88	\$ 2,564.48
960329	1		\$ 29,318.88	\$ 2,564.48
960330	1		\$ 29,318.88	\$ 2,564.48
960331	Lot Type 960331	[c]	\$ 20,643.35	\$ 1,805.64
960332	1		\$ 29,318.88	\$ 2,564.48
960333	1		\$ 29,318.88	\$ 2,564.48
960334	1		\$ 29,318.88	\$ 2,564.48
960335	1		\$ 29,318.88	\$ 2,564.48
960336	1		\$ 29,318.88	\$ 2,564.48
960337	1		\$ 29,318.88	\$ 2,564.48
960338	1		\$ 29,318.88	\$ 2,564.48
960339	1		\$ 29,318.88	\$ 2,564.48

Property ID	Lot Type	Notes	Outstanding Assessment <sup>[a]</sup>	Installment Due 1/31/26 <sup>[a]</sup>
960340	1		\$ 29,318.88	\$ 2,564.48
960341	1	[b]	\$ -	\$ -
960342	1		\$ 29,318.88	\$ 2,564.48
960343	1		\$ 29,318.88	\$ 2,564.48
960344	1		\$ 29,318.88	\$ 2,564.48
960345	1		\$ 29,318.88	\$ 2,564.48
960346	1		\$ 29,318.88	\$ 2,564.48
960347	1		\$ 29,318.88	\$ 2,564.48
960348	1		\$ 29,318.88	\$ 2,564.48
960349	1		\$ 29,318.88	\$ 2,564.48
960350	1		\$ 29,318.88	\$ 2,564.48
960351	1		\$ 29,318.88	\$ 2,564.48
960352	Non-Benefitted Property		\$ -	\$ -
960353	Non-Benefitted Property		\$ -	\$ -
960354	Non-Benefitted Property		\$ -	\$ -
960355	Non-Benefitted Property		\$ -	\$ -
960356	1		\$ 29,318.88	\$ 2,564.48
960357	1	[b]	\$ -	\$ -
960358	1		\$ 29,318.88	\$ 2,564.48
960359	1		\$ 29,318.88	\$ 2,564.48
960360	1		\$ 29,318.88	\$ 2,564.48
960361	1		\$ 29,318.88	\$ 2,564.48
960362	1		\$ 29,318.88	\$ 2,564.48
960363	1		\$ 29,318.88	\$ 2,564.48
960364	1		\$ 29,318.88	\$ 2,564.48
960365	1		\$ 29,318.88	\$ 2,564.48
960366	1		\$ 29,318.88	\$ 2,564.48
960367	1		\$ 29,318.88	\$ 2,564.48
960368	1		\$ 29,318.88	\$ 2,564.48
960369	1		\$ 29,318.88	\$ 2,564.48
960370	1		\$ 29,318.88	\$ 2,564.48
960371	1		\$ 29,318.88	\$ 2,564.48
960372	1		\$ 29,318.88	\$ 2,564.48
960373	1		\$ 29,318.88	\$ 2,564.48
960374	1	[b]	\$ -	\$ -
960375	1		\$ 29,318.88	\$ 2,564.48
960376	1		\$ 29,318.88	\$ 2,564.48
960377	1		\$ 29,318.88	\$ 2,564.48
960378	1		\$ 29,318.88	\$ 2,564.48
960379	1		\$ 29,318.88	\$ 2,564.48

Property ID	Lot Type	Notes	Outstanding Assessment <sup>[a]</sup>	Installment Due 1/31/26 <sup>[a]</sup>
960380	1		\$ 29,318.88	\$ 2,564.48
960381	1		\$ 29,318.88	\$ 2,564.48
960382	1		\$ 29,318.88	\$ 2,564.48
960383	1		\$ 29,318.88	\$ 2,564.48
960384	1		\$ 29,318.88	\$ 2,564.48
960385	1		\$ 29,318.88	\$ 2,564.48
960386	1		\$ 29,318.88	\$ 2,564.48
960387	1		\$ 29,318.88	\$ 2,564.48
960388	1		\$ 29,318.88	\$ 2,564.48
960389	1		\$ 29,318.88	\$ 2,564.48
960390	1		\$ 29,318.88	\$ 2,564.48
960391	1		\$ 29,318.88	\$ 2,564.48
960392	1		\$ 29,318.88	\$ 2,564.48
960393	1		\$ 29,318.88	\$ 2,564.48
<b>Total</b>			<b>\$ 3,605,869.42</b>	<b>\$ 315,400.18</b>

Notes:

[a] Totals may not match the total outstanding Assessment or Annual Installment due to rounding.

[b] Property ID prepaid their Assessment in full.

[c] Property ID has partially prepaid their Assessment.

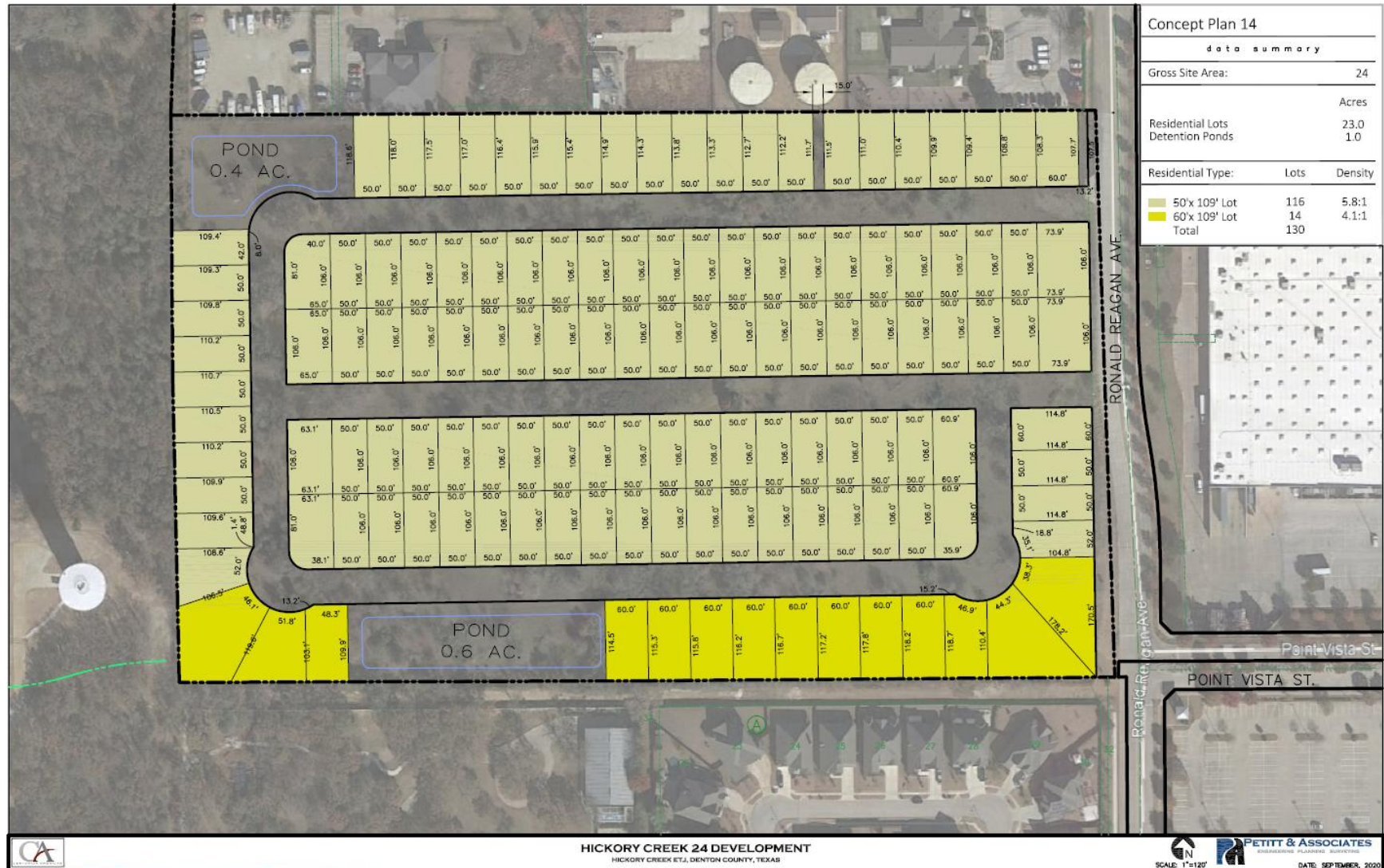
## EXHIBIT B – DEBT SERVICE SCHEDULE

TOWN OF HICKORY CREEK					
Special Assessment Revenue Bonds, Series 2019 (Hickory Farms Public Improvement District)					
Debt Service Schedule (from September 16, 2022)					
Due	Principal	Int.Rate	Interest	Total	Fisc Total
3/1/2023			\$ 81,193.75	\$ 81,193.75	
9/1/2023	\$ 85,000	4.00%	88,875.00	173,875.00	\$ 254,768.75
3/1/2024			86,875.00	86,875.00	
9/1/2024	90,000	4.00%	86,875.00	176,875.00	263,750.00
3/1/2025			85,075.00	85,075.00	
9/1/2025	90,000	4.00%	85,075.00	175,075.00	260,150.00
3/1/2026			83,275.00	83,275.00	
9/1/2026	95,000	4.00%	83,275.00	178,275.00	261,550.00
3/1/2027			81,375.00	81,375.00	
9/1/2027	100,000	4.00%	81,375.00	181,375.00	262,750.00
3/1/2028			79,375.00	79,375.00	
9/1/2028	100,000	4.00%	79,375.00	179,375.00	258,750.00
3/1/2029			77,375.00	77,375.00	
9/1/2029	105,000	4.00%	77,375.00	182,375.00	259,750.00
3/1/2030			75,275.00	75,275.00	
9/1/2030	110,000	4.50%	75,275.00	185,275.00	260,550.00
3/1/2031			72,800.00	72,800.00	
9/1/2031	115,000	4.50%	72,800.00	187,800.00	260,600.00
3/1/2032			70,212.50	70,212.50	
9/1/2032	120,000	4.50%	70,212.50	190,212.50	260,425.00
3/1/2033			67,512.50	67,512.50	
9/1/2033	125,000	4.50%	67,512.50	192,512.50	260,025.00
3/1/2034			64,700.00	64,700.00	
9/1/2034	130,000	4.50%	64,700.00	194,700.00	259,400.00
3/1/2035			61,775.00	61,775.00	
9/1/2035	135,000	4.50%	61,775.00	196,775.00	258,550.00
3/1/2036			58,737.50	58,737.50	
9/1/2036	140,000	4.50%	58,737.50	198,737.50	257,475.00
3/1/2037			55,587.50	55,587.50	
9/1/2037	150,000	4.50%	55,587.50	205,587.50	261,175.00
3/1/2038			52,212.50	52,212.50	
9/1/2038	155,000	4.50%	52,212.50	207,212.50	259,425.00
3/1/2039			48,725.00	48,725.00	
9/1/2039	160,000	4.50%	48,725.00	208,725.00	257,450.00
3/1/2040			45,125.00	45,125.00	
9/1/2040	170,000	4.75%	45,125.00	215,125.00	260,250.00
3/1/2041			41,087.50	41,087.50	
9/1/2041	175,000	4.75%	41,087.50	216,087.50	257,175.00
3/1/2042			36,931.25	36,931.25	
9/1/2042	185,000	4.75%	36,931.25	221,931.25	258,862.50
3/1/2043			32,537.50	32,537.50	
9/1/2043	195,000	4.75%	32,537.50	227,537.50	260,075.00
3/1/2044			27,906.25	27,906.25	
9/1/2044	205,000	4.75%	27,906.25	232,906.25	260,812.50
3/1/2045			23,037.50	23,037.50	
9/1/2045	210,000	4.75%	23,037.50	233,037.50	256,075.00
3/1/2046			18,050.00	18,050.00	
9/1/2046	225,000	4.75%	18,050.00	243,050.00	261,100.00
3/1/2047			12,706.25	12,706.25	
9/1/2047	235,000	4.75%	12,706.25	247,706.25	260,412.50
3/1/2048			7,125.00	7,125.00	
9/1/2048	245,000	4.75%	7,125.00	252,125.00	259,250.00
3/1/2049			1,306.25	1,306.25	
9/1/2049	55,000	4.75%	1,306.25	56,306.25	57,612.50
	\$ 3,905,000		\$ 2,903,168.75	\$ 6,808,168.75	\$ 6,808,168.75





## EXHIBIT C – LOT TYPE CLASSIFICATION MAP



## EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types within the District are found in this Exhibit:

District:

- Lot Type 1
- Lot Type Property ID 960331
- Lot Type 2

*[Remainder of page intentionally left blank.]*

## **HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

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\_\_\_\_\_

\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE TOWN OF HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$29,318.88**

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hickory Farms Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

---

SIGNATURE OF PURCHASER

---

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

Installments Due 1/31	Principal	Interest <sup>[a]</sup>	Annual Collection Costs	Additional Interest	Total Annual Installment <sup>[b]</sup>
2026	\$ 765.19	\$ 1,341.50	\$ 311.19	\$ 146.59	\$ 2,564.48
2027	\$ 805.46	\$ 1,310.89	\$ 387.91	\$ 142.77	\$ 2,647.04
2028	\$ 805.46	\$ 1,278.67	\$ 395.67	\$ 138.74	\$ 2,618.55
2029	\$ 845.74	\$ 1,246.46	\$ 403.58	\$ 134.71	\$ 2,630.49
2030	\$ 886.01	\$ 1,212.63	\$ 411.65	\$ 130.49	\$ 2,640.78
2031	\$ 926.28	\$ 1,172.76	\$ 419.89	\$ 126.06	\$ 2,644.98
2032	\$ 966.56	\$ 1,131.07	\$ 428.29	\$ 121.42	\$ 2,647.34
2033	\$ 1,006.83	\$ 1,087.58	\$ 436.85	\$ 116.59	\$ 2,647.85
2034	\$ 1,047.10	\$ 1,042.27	\$ 445.59	\$ 111.56	\$ 2,646.52
2035	\$ 1,087.38	\$ 995.15	\$ 454.50	\$ 106.32	\$ 2,643.35
2036	\$ 1,127.65	\$ 946.22	\$ 463.59	\$ 100.88	\$ 2,638.34
2037	\$ 1,208.20	\$ 895.47	\$ 472.86	\$ 95.25	\$ 2,671.78
2038	\$ 1,248.47	\$ 841.11	\$ 482.32	\$ 89.21	\$ 2,661.10
2039	\$ 1,288.74	\$ 784.92	\$ 491.97	\$ 82.96	\$ 2,648.59
2040	\$ 1,369.29	\$ 726.93	\$ 501.80	\$ 76.52	\$ 2,674.54
2041	\$ 1,409.56	\$ 661.89	\$ 511.84	\$ 69.67	\$ 2,652.96
2042	\$ 1,490.11	\$ 594.94	\$ 522.08	\$ 62.62	\$ 2,669.75
2043	\$ 1,570.65	\$ 524.16	\$ 532.52	\$ 55.17	\$ 2,682.50
2044	\$ 1,651.20	\$ 449.55	\$ 543.17	\$ 47.32	\$ 2,691.24
2045	\$ 1,691.47	\$ 371.12	\$ 554.03	\$ 39.06	\$ 2,655.69
2046	\$ 1,812.29	\$ 290.77	\$ 565.11	\$ 30.61	\$ 2,698.79
2047	\$ 1,892.84	\$ 204.69	\$ 576.42	\$ 21.55	\$ 2,695.49
2048	\$ 1,973.39	\$ 114.78	\$ 587.94	\$ 12.08	\$ 2,688.19
2049	\$ 443.01	\$ 21.04	\$ 599.70	\$ 2.22	\$ 1,065.97
<b>Total</b>	<b>\$ 29,318.88</b>	<b>\$ 19,246.55</b>	<b>\$ 11,500.48</b>	<b>\$ 2,060.38</b>	<b>\$ 62,126.29</b>

### Footnotes:

[a] Interest is calculated at the interest rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE PROPERTY ID 960331**  
**– BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE TOWN OF HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE PROPERTY ID 960331 – PRINCIPAL ASSESSMENT: \$20,643.35**

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hickory Farms Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - LOT TYPE Property ID 960331

Installments Due 1/31	Principal	Interest <sup>[a]</sup>	Annual Collection Costs	Additional Interest	Total Annual Installment <sup>[b]</sup>
2026	\$ 538.77	\$ 944.55	\$ 219.11	\$ 103.22	\$ 1,805.64
2027	\$ 567.12	\$ 923.00	\$ 273.13	\$ 100.52	\$ 1,863.77
2028	\$ 567.12	\$ 900.31	\$ 278.59	\$ 97.69	\$ 1,843.71
2029	\$ 595.48	\$ 877.63	\$ 284.16	\$ 94.85	\$ 1,852.12
2030	\$ 623.84	\$ 853.81	\$ 289.84	\$ 91.87	\$ 1,859.36
2031	\$ 652.19	\$ 825.73	\$ 295.64	\$ 88.76	\$ 1,862.32
2032	\$ 680.55	\$ 796.39	\$ 301.55	\$ 85.49	\$ 1,863.98
2033	\$ 708.91	\$ 765.76	\$ 307.59	\$ 82.09	\$ 1,864.34
2034	\$ 737.26	\$ 733.86	\$ 313.74	\$ 78.55	\$ 1,863.41
2035	\$ 765.62	\$ 700.68	\$ 320.01	\$ 74.86	\$ 1,861.17
2036	\$ 793.97	\$ 666.23	\$ 326.41	\$ 71.03	\$ 1,857.65
2037	\$ 850.69	\$ 630.50	\$ 332.94	\$ 67.06	\$ 1,881.19
2038	\$ 879.04	\$ 592.22	\$ 339.60	\$ 62.81	\$ 1,873.67
2039	\$ 907.40	\$ 552.66	\$ 346.39	\$ 58.41	\$ 1,864.87
2040	\$ 964.11	\$ 511.83	\$ 353.32	\$ 53.88	\$ 1,883.14
2041	\$ 992.47	\$ 466.03	\$ 360.39	\$ 49.06	\$ 1,867.95
2042	\$ 1,049.18	\$ 418.89	\$ 367.59	\$ 44.09	\$ 1,879.76
2043	\$ 1,105.89	\$ 369.06	\$ 374.95	\$ 38.85	\$ 1,888.74
2044	\$ 1,162.61	\$ 316.53	\$ 382.44	\$ 33.32	\$ 1,894.90
2045	\$ 1,190.96	\$ 261.30	\$ 390.09	\$ 27.51	\$ 1,869.86
2046	\$ 1,276.03	\$ 204.73	\$ 397.89	\$ 21.55	\$ 1,900.21
2047	\$ 1,332.74	\$ 144.12	\$ 405.85	\$ 15.17	\$ 1,897.89
2048	\$ 1,389.46	\$ 80.82	\$ 413.97	\$ 8.51	\$ 1,892.75
2049	\$ 311.92	\$ 14.82	\$ 422.25	\$ 1.56	\$ 750.54
<b>Total</b>	<b>\$ 20,643.35</b>	<b>\$ 13,551.45</b>	<b>\$ 8,097.46</b>	<b>\$ 1,450.71</b>	<b>\$ 43,742.96</b>

### Footnotes:

[a] Interest is calculated at the interest rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

## **HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2 BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE TOWN OF HICKORY CREEK, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$30,075.49**

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Hickory Creek, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Hickory Farms Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Town. The exact amount of each annual installment will be approved each year by the Town Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the Town.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.



## ANNUAL INSTALLMENTS - LOT TYPE 2

Installments Due 1/31	Principal	Interest <sup>[a]</sup>	Annual Collection Costs	Additional Interest	Total Annual Installment <sup>[b]</sup>
2026	\$ 784.94	\$ 1,376.12	\$ 319.22	\$ 150.38	\$ 2,630.66
2027	\$ 826.25	\$ 1,344.72	\$ 397.92	\$ 146.45	\$ 2,715.35
2028	\$ 826.25	\$ 1,311.67	\$ 405.88	\$ 142.32	\$ 2,686.12
2029	\$ 867.56	\$ 1,278.62	\$ 414.00	\$ 138.19	\$ 2,698.37
2030	\$ 908.87	\$ 1,243.92	\$ 422.28	\$ 133.85	\$ 2,708.92
2031	\$ 950.19	\$ 1,203.02	\$ 430.72	\$ 129.31	\$ 2,713.24
2032	\$ 991.50	\$ 1,160.26	\$ 439.34	\$ 124.56	\$ 2,715.66
2033	\$ 1,032.81	\$ 1,115.64	\$ 448.12	\$ 119.60	\$ 2,716.18
2034	\$ 1,074.12	\$ 1,069.17	\$ 457.09	\$ 114.44	\$ 2,714.81
2035	\$ 1,115.44	\$ 1,020.83	\$ 466.23	\$ 109.06	\$ 2,711.56
2036	\$ 1,156.75	\$ 970.64	\$ 475.55	\$ 103.49	\$ 2,706.43
2037	\$ 1,239.37	\$ 918.58	\$ 485.06	\$ 97.70	\$ 2,740.73
2038	\$ 1,280.69	\$ 862.81	\$ 494.77	\$ 91.51	\$ 2,729.77
2039	\$ 1,322.00	\$ 805.18	\$ 504.66	\$ 85.10	\$ 2,716.95
2040	\$ 1,404.62	\$ 745.69	\$ 514.75	\$ 78.49	\$ 2,743.56
2041	\$ 1,445.94	\$ 678.97	\$ 525.05	\$ 71.47	\$ 2,721.43
2042	\$ 1,528.56	\$ 610.29	\$ 535.55	\$ 64.24	\$ 2,738.64
2043	\$ 1,611.19	\$ 537.68	\$ 546.26	\$ 56.60	\$ 2,751.73
2044	\$ 1,693.81	\$ 461.15	\$ 557.19	\$ 48.54	\$ 2,760.69
2045	\$ 1,735.12	\$ 380.69	\$ 568.33	\$ 40.07	\$ 2,724.22
2046	\$ 1,859.06	\$ 298.28	\$ 579.70	\$ 31.40	\$ 2,768.43
2047	\$ 1,941.69	\$ 209.97	\$ 591.29	\$ 22.10	\$ 2,765.05
2048	\$ 2,024.31	\$ 117.74	\$ 603.12	\$ 12.39	\$ 2,757.56
2049	\$ 454.44	\$ 21.59	\$ 615.18	\$ 2.27	\$ 1,093.47
<b>Total</b>	<b>\$ 30,075.49</b>	<b>\$ 19,743.24</b>	<b>\$ 11,797.27</b>	<b>\$ 2,113.55</b>	<b>\$ 63,729.55</b>

### Footnotes:

[a] Interest is calculated at the interest rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2025-07-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE HICKORY CREEK CODE OF ORDINANCES THROUGH THE AMENDMENT OF ARTICLE 1.11 TOWN COUNCIL MEETINGS, SECTION 1.11.001 RULES FOR DECORUM TO READ AS FOLLOWS; AND THE AMENDMENT OF ARTICLE 1.07 BOARDS AND COMMISSIONS, SECTION 1.07.003 RULES FOR DECORUM; PROVIDING A PENALTY; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek, Texas (the “Town”) has adopted the Code of Ordinances, Town of Hickory Creek, Texas, for the protection of the public health and general welfare of the residents of the Town of Hickory Creek; and

**WHEREAS**, the Town Council has adopted rules of decorum pursuant to Section 22.038 of the Texas Local Government Code; and

**WHEREAS**, the Town Council deems the adoption of this ordinance in the best interests of the health, safety, and welfare of the public; and

**WHEREAS**, all constitutional and statutory requirements and prerequisites for the approval of this ordinance have been met, including but not limited to the Open Meetings Act and Chapter 211 of the Local Government Code.

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

SECTION 1. That the Town Council incorporates all the findings as stated above as if specifically described herein by reference as if copied in their entirety.

SECTION 2. That the Town of Hickory Creek Code of Ordinances Chapter 1, Section 1.11.001 be amended and replaced to read as set forth herein below.

Sec. 1.11.001 – Rules for Decorum.

- (a) Citizens and other visitors are welcome to attend all public meetings of the town council and will be admitted to the town council chamber or other room in which the town council is meeting, up to the fire safety capacity of the room.
- (b) All meeting attendees shall conduct themselves with propriety and decorum. Conversations between or among audience members should be conducted outside the meeting room. Attendees will refrain from excessively loud private conversations while the council is in session.
- (c) Unauthorized remarks from the audience, stamping of the feet, applauding, whistles, yells, and similar demonstrations shall not be permitted.
- (d) Placards, banners, signs, pamphlets, flyers, or political materials of any type will not be permitted in the town council chamber or in any other room in which the town council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the town council, however, are permitted.

- (e) Audience members may not place their feet on any chairs in the town council chamber or other room in which the town council is meeting.
- (f) Only town council members and city staff may step onto the dais.
- (g) All people wishing to address the town council shall first be recognized by the presiding officer and shall limit their remarks to the matter under discussion pursuant to the agenda for the meeting.
- (h) All remarks and questions addressed to the town council shall be addressed to the town council as a whole and not to any individual members.
- (i) Any person addressing the town council in the town council chamber shall do so from the lectern unless physically unable to do so. People addressing the town council shall not be permitted to approach the dais. If they wish to hand out papers or other materials to the town council, they should express that desire to the presiding officer, and the city administrator shall direct a staff member to hand out the materials.
- (j) When the time has expired for a presentation to the town council, the presiding officer shall direct the person speaking to cease. A second request from the presiding officer to cease speaking shall be cause of the removal of the speaker if that person continues to speak.
- (k) There will be a uniformed Town of Hickory Creek police officer present at all regular meetings of the town council. This police officer shall act in the capacity of a security officer/sergeant-at-arms, and shall enforce the meeting rules and act upon the direction of the presiding officer.
- (l) Any person making personal, impertinent, profane, or slanderous remarks, and said remark is not authorized by law, or who becomes boisterous while addressing the town council or who otherwise violates any of the above-mentioned rules while attending a town council meeting shall be removed from the room at the direction of the presiding officer, and the person shall be barred from further audience before the town council during that session of the town council. If the presiding officer fails to act, any member of the town council may move to require the offending person's removal, and the affirmative vote of a majority of the town council shall require the presiding officer to act. The sergeant-at-arms, if so directed by the presiding officer or an affirmative vote of the majority of the town council, shall remove the offending person from the meeting.
- (m) Citizens wishing to publicly speak at a meeting must submit a speaker card at least five minutes prior to the beginning of the meeting. The card must clearly state the subject(s) or issue(s) on which the citizen wishes to speak.
- (n) Citizens speaking on agenda items shall restrict their comments to the subject matter identified on their submitted speaker card.
- (o) Citizens speaking on non-agenda items shall only speak on matters pertaining to town business, or issues which the council would have the authority to act upon if brought forth as an agenda item.
- (p) Council meetings are the workplace to carry out the business of the Town of Hickory Creek; therefore, any conduct that could constitute harassment in the workplace is prohibited.

SECTION 3. That the Town of Hickory Creek Code of Ordinances Chapter 1, Section 1.07.003 be amended and replaced to read as set forth herein below.

Section 1.07.003 – Rules for Decorum.

- (a) Citizens and other visitors are welcome to attend all public meetings of the town's boards and commissions and will be admitted to the town council chamber or other room in which the board or commission is meeting, up to the fire safety capacity of the room.
- (b) All meeting attendees shall conduct themselves with propriety and decorum. Conversations between or among audience members should be conducted outside the meeting room. Attendees will refrain from excessively loud private conversations while the meeting is in session.
- (c) Unauthorized remarks from the audience, stamping of the feet, applauding, whistles, yells, and similar demonstrations shall not be permitted.
- (d) Placards, banners, signs, pamphlets, flyers, or political materials of any type will not be permitted in the town council chamber or in any other room in which a board or commission is meeting. Exhibits, displays, and visual aids used in connection with presentations to the board or commission, however, are permitted.
- (e) Audience members may not place their feet on any chairs in the town council chamber or other room in which the board or commission is meeting.
- (f) Only town council, board, or commission members and city staff may step onto the dais.
- (g) All people wishing to address the board or commission shall first be recognized by the presiding officer and shall limit their remarks to the matter under discussion pursuant to the agenda for the meeting.
- (h) All remarks and questions addressed to the board or commission shall be addressed to the board or commission as a whole and not to any individual members.
- (i) Any person addressing the board or commission in the town council chamber shall do so from the lectern unless physically unable to do so. People addressing the board or commission shall not be permitted to approach the dais. If they wish to hand out papers or other materials to the board or commission, they should express that desire to the presiding officer, and the city administrator shall direct a staff member to hand out the materials.
- (j) When the time has expired for a presentation to the board or commission the presiding officer shall direct the person speaking to cease. A second request from the presiding officer to cease speaking shall be cause of the removal of the speaker if that person continues to speak.
- (k) Any person making personal, impertinent, profane, or slanderous remarks, and said remark is not authorized by law, or who becomes boisterous while addressing the board or commission or who otherwise violates any of the above-mentioned rules while attending a board or commission meeting shall be removed from the room at the direction of the presiding officer, and the person shall be barred from further audience before the board or commission during that session of the board or commission. If the presiding officer fails to act, any member of the board or commission may move to require the offending person's removal, and the affirmative vote of a majority of the board or commission shall require the presiding officer to act. The sergeant-at-arms, if so directed by the presiding officer or an affirmative vote of the majority of the board or commission shall remove the offending person from the meeting.
- (l) Citizens wishing to publicly speak at a meeting must submit a speaker card at least five minutes prior to the beginning of the meeting. The card must clearly state the subject(s) or issue(s) on which the citizen wishes to speak.

- (m) Citizens speaking on agenda items shall restrict their comments to the subject matter identified on their submitted speaker card.
- (n) Citizens speaking on non-agenda items shall only speak on matters pertaining to town business, or issues which the board or commission would have the authority to act upon if brought forth as an agenda item.
- (o) Board and commission meetings are the workplace to carry out the business of the Town of Hickory Creek; therefore, any conduct that could constitute harassment in the workplace is prohibited.

SECTION 4. Any person who violates or permits the violation of any provision of this section shall be guilty of an offense and shall be punished by a fine not to exceed the maximum allowed by this chapter or State law.

SECTION 5. All ordinances or any parts thereof which conflict with the terms of this ordinance shall be and are hereby deemed repealed and of no force and effect.

SECTION 6. If any section, subsection, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS on this the 28<sup>th</sup> day of July, 2025.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

## AGENDA INFORMATION SHEET

### APPLICATION FOR AUTHORITY TO INCREASE RATES SUBMITTED BY ONCOR ELECTRIC DELIVERY COMPANY LLC ON ABOUT JUNE 26, 2025

#### **BACKGROUND**

On or about June 26, 2025, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed a Statement of Intent to increase its revenues by approximately \$833.6 million, which equates to a net increase of approximately 13.0% in Oncor’s overall revenue. Oncor proposes to implement its proposed increase in rates effective July 31, 2025. For a Residential customer using 1,000 kWh per month, their bill would increase by about \$7.00 per month.

**The Town must take action on Oncor’s application by no later than July 31, 2025. Failure to take action by July 31, 2025, will result in Oncor’s proposed rates being deemed approved by operation of law.**

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

**TABLE 1**

Rate Class	No. of Customers	Present Revenues	Proposed Change	Proposed Revenues	Pct Change
		(a)	(b)	(c)	(d)
<b>Residential</b>	3,462,111	\$2,580,905,272	<b>\$317,904,421</b>	<b>\$2,898,809,693</b>	<b>12.3%</b>
<b>Secondary &lt;= 10 kW</b>	287,174	\$93,725,157	<b>-\$860,323</b>	<b>\$92,864,834</b>	<b>-0.9%</b>
<b>Secondary &gt; 10 kW</b>	234,639	\$1,756,680,019	<b>\$185,355,399</b>	<b>\$1,942,035,417</b>	<b>10.6%</b>
<b>Primary DL &lt;= 10 kW</b>	3,135	\$1,756,235	<b>\$2,765,049</b>	<b>\$4,521,284</b>	<b>157.4%</b>
<b>Primary &gt; 10 kW Dist. Line</b>	7,018	\$381,413,705	<b>\$82,980,877</b>	<b>\$464,394,582</b>	<b>21.8%</b>
<b>Primary &gt; 10 kW Substation</b>	163	\$78,526,823	<b>\$21,136,368</b>	<b>\$99,663,191</b>	<b>26.9%</b>
<b>Transmission</b>	340	\$210,042,143	<b>\$66,414,244</b>	<b>\$276,456,387</b>	<b>31.6%</b>
<b>Lighting</b>	<u>51,221</u>	<u>\$64,581,935</u>	<u><b>\$32,942,469</b></u>	<u><b>\$97,524,404</b></u>	<u><b>51.0%</b></u>
	<b>4,045,801</b>	<b>\$5,167,631,289</b>	<b>\$708,638,504</b>	<b>\$5,876,269,793</b>	<b>13.7%</b>
<b>Wholesale Substation</b>	18	\$1,796,211	<b>\$148,164</b>	<b>\$1,944,375</b>	<b>8.2%</b>
<b>Wholesale DLS</b>	52	\$8,861,401	<b>-\$75,971</b>	<b>\$8,785,429</b>	<b>-0.9%</b>
<b>Other Revenue</b>	-	\$68,238,685	<b>\$12,775,644</b>	<b>\$81,014,329</b>	<b>18.7%</b>

	4,045,871	\$5,246,527,585	\$721,486,341	\$5,968,013,926	13.8%
Network Transmission Revenue		1,737,120,067	\$174,336,145	\$1,911,456,212	10.0%
Transmission Related Other Revenues		\$46,131,717	\$0	\$46,131,717	0.0%
Total Cost of Service		\$7,029,779,369	\$895,822,486	\$7,925,601,855	12.7%
Less Affiliate NTS (in TCRF)		\$619,650,986	\$62,187,740	\$681,838,726	10.0%
Net Total Cost of Service		\$6,410,128,383	\$833,634,746	\$7,243,763,129	13.0%

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

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

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

Oncor filed its Statement of Intent to raise rates with the Town and with the Public Utility Commission of Texas (“PUCT”) on the same date, June 26, 2025. Oncor’s application poses complex regulatory issues that require time so as to evaluate the merits of Oncor’s proposed increase in rates. It is important to participate in these proceedings because the Commission’s decisions could impact rates within the Town. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission’s decision.

**RATE CASE EXPENSES**

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

## **SUSPENSION**

Oncor's rate-filing package is voluminous, containing over five thousand pages of data, in a 12-volume package of data. To have time to review the rate-filing package, the Council is requested to suspend Oncor's proposed effective date for ninety (90) days. It is a virtual impossibility for the Town to set just and reasonable rates without suspending the rate request for ninety days; suspension of Oncor's proposed effective date would permit its special regulatory counsel and experts an opportunity to perform a better review of Oncor's application and request additional information as necessary to fully evaluate the proposal and determine the most appropriate response. During the suspension period, the Town will retain its right to dismiss Oncor's Statement of Intent if the Town determines that Oncor failed to properly invoke the Town's jurisdiction or if Oncor failed to provide adequate notice. The suspension period also allows time to attempt to resolve matters by agreement with Oncor, or to determine whether to deny Oncor's request and either adopt an increase different than that requested by Oncor or deny it outright without adopting an alternative increase.

Note that action to suspend Oncor's proposed effective date by the statutorily allowed period of 90 days is not final action on Oncor's application to increase rates. The Town will need to take final action on the merits of Oncor's request no later than October 29, 2025, which is the end of the suspension period.

## **RECOMMENDATION**

**It is recommended that the Town suspend Oncor's proposed effective date for 90 days from July 31, 2025, Oncor's proposed effective date for its requested increase in rates. Absent an extension agreed to by Oncor and the Town, the suspension period runs through October 29, 2025.**

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

**The Town must take action no later than July 31, 2025. If the Town does not take action by July 31, 2025, Oncor's proposed rates will be deemed approved by operation of law, subject to the Town's right to hold a hearing to address Oncor's rate application.**



**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2025-0728-\_\_\_**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS (“TOWN”) SUSPENDING ONCOR ELECTRIC DELIVERY COMPANY LLC’S PROPOSED EFFECTIVE DATE OF JULY 31, 2025, FOR NINETY DAYS IN CONNECTION WITH ONCOR’S STATEMENT OF INTENT TO INCREASE RATES FILED ON OR ABOUT JUNE 26, 2025; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING PARTICIPATION IN THE COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING INTERVENTION AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE**

**WHEREAS**, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed a Statement of Intent with the Town on or about June 26, 2025, to increase its revenues; and

**WHEREAS**, Oncor proposes to implement its proposed increase in rates on or about July 31, 2025; and

**WHEREAS**, Oncor’s proposed increase in rates would result in an increase of approximately \$833.6 million in its annual revenue, which equates to an overall increase in revenue of approximately 13.0%; and

**WHEREAS**, Oncor asserts that the need for its increase in rates is driven in part by its investments of approximately \$11.6 billion since December 31, 2021, the end of the test year in its most recent rate case; and

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

**WHEREAS**, for the Residential customer class, Oncor’s proposed increase in rates if approved would result in an increase of approximately 12.3% to that class; and a decrease of about 1% to small commercial ratepayers; and

**WHEREAS**, the Company seeks a Return on Equity (ROE) of 10.55%, and an overall Rate of Return (ROR) of 7.47%; and

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

**WHEREAS**, it is not possible for the Town to complete its review of Oncor's filing by July 31, 2025; and

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

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

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

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

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

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

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

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

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

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

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

**Section 8.** A copy of this resolution shall be sent to Mr. Matt Henry, Vice President, General Counsel, Oncor, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703.

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

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

**PASSED AND APPROVED** this 28<sup>th</sup> day of July, 2025.

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

**ATTEST:**

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2025-0728-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
HICKORY CREEK, TEXAS DESIGNATING THE DENTON RECORD  
CHRONICLE AS THE OFFICIAL NEWSPAPER FOR THE TOWN OF  
HICKORY CREEK, TEXAS.**

**WHEREAS**, the Town of Hickory Creek is required to adopt an official municipal newspaper as per Chapter 52.004 of the Texas Local Government Code;

**WHEREAS**, the Town of Hickory Creek shall publish in the official newspaper that holds more than a de minimis number of subscribers within a specific geographic region, has a diverse subscribership, and publishes some items of general interest to the community; and

**WHEREAS**, the Town Council finds that *Denton Record Chronicle* meets the criteria listed above, and:

1. devotes not less than 25% of its total column lineage to general interest items;
2. is published at least once each week;
3. is entered as 2<sup>nd</sup> class postal matter in the county where published; and
4. has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

**WHEREAS**, the Town Council of the Town of Hickory shall publish in the official newspaper each ordinance; captions of ordinances; notice; or other matter required by law or ordinance to be published.

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

**Section 1**

The Town of Hickory Creek hereby designates the *Denton Record Chronicle* as the official newspaper of the Town of Hickory Creek.

**Section 2**

The Town of Hickory Creek hereby finds that *Denton Record Chronicle* has more than de minimis number of subscribers within the geographic region containing the Town of Hickory Creek, Texas, has a diverse subscribership, and publishes some items of general interest to the community of Hickory Creek, Texas.

**Section 3**

The Town Secretary is hereby authorized to publish required matters with the official newspaper for the Town of Hickory Creek.

**Section 4**

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

**PASSED AND APPROVED** this the 28<sup>th</sup> day of July, 2025.

---

Lynn C. Clark, Mayor  
Town of Hickory Creek

ATTEST:

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

STATE OF TEXAS §

COUNTY OF DENTON §

## INTERLOCAL AGREEMENT FOR SERVICES

**THIS SERVICE AGREEMENT** ("Agreement") is entered into by and between Hickory Creek, Texas ("TOWN"), acting by and through its duly authorized designee and Span, Inc., ("SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director. The TOWN or SPAN may hereinafter be referred to individually as a "Party" or collectively as "Parties."

### RECITALS:

- WHEREAS,** SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and
- WHEREAS,** the success of or failure of the SPAN's purposes and goals has a relation to the health and welfare of the citizens of the TOWN; and
- WHEREAS,** the TOWN is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and
- WHEREAS,** the TOWN recognizes that it needs transportation alternatives for its elderly, and disabled citizens to seek routine medical care and to deal with daily routine matters, and the TOWN desires to assist and provide public transportation to said citizens; and
- WHEREAS,** TOWN desires to engage SPAN as an independent contractor, and not as a joint venture, partnership, or employee, to provide the transportation services described herein; and
- WHEREAS,** SPAN is authorized as a non-profit corporation, authorized under the Texas Transportation Code to provide this type of transportation to municipalities found in whole or in part within Denton County, Texas; and
- WHEREAS,** SPAN desires to provide transportability services for TOWN on the terms and conditions set forth in this Agreement.

**NOW THEREFORE,** in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

## **Article I**

### **Term**

1.01. This Agreement shall commence on October 1, 2025 ("Effective Date") and continue until September 30, 2026.

1.02. Notwithstanding anything herein to the contrary, either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party, subject to federal requirements related to public transportation.

## **Article II**

### **Service**

2.01. In accordance with this Agreement, SPAN shall provide door-to-door demand response transit services to the TOWN's residents who are sixty (?) years of age or older and persons with documented disabilities.

2.02. Riders shall be picked up within service area and taken anywhere in the SPAN/TOWN transit service destination area shown on Exhibit "A" hereto ("Service Area"), at a cost to the Riders of Three Dollars (\$3.00). The Riders shall remit the total fare recited in this section at or prior to the time the service is rendered. SPAN Transportation policy and procedures are attached hereto and incorporated herein as Exhibit "B" ("the Policy").

2.03. Situations may arise when Riders call and request service that is not identified as a part of the Service Area. SPAN may make a request to the TOWN's appointed representative to accommodate the Rider by temporarily transporting outside of the Service Area. The Service Area may be more permanently amended at the request of either Party if both Parties mutually agree to such amendment of Exhibit A in writing.

2.04. Riders may call at least two (2) days in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off. Rider may schedule ride by calling SPAN's Transportation Office at 940-382-1900, weekdays between the hours of 8:00 a.m. and 2:00 p.m.

2.05. Demand response transit service is available between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding Saturday, Sunday, major holidays and subject to capacity constraints and availability.

## **Article III**

### **Schedule of Work**

3.01. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.



3.02. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a Rider, based on the information provided. If SPAN determines that a Rider cannot safely be transported, SPAN shall decline transportation and shall provide documentation as to the reason why service was declined.

3.03. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the Riders by SPAN under this Agreement. In addition, SPAN shall provide monthly ridership information to the TOWN appointed designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.

3.04. SPAN will inform riders that their trips to the doctor or dentist's office, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services to schedule free transportation through Medicaid by calling toll free 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP, Monday through Friday between 8:00 a.m. and 5:00 p.m., at least two days before their appointment or trip.

3.05 The services provided under this Agreement may be, in part, eligible for reimbursement from the Community Development Block Grant (CDBG) program. SPAN shall comply with all necessary requirements of the CDBG program as set forth in Exhibit "C." The TOWN shall assume all responsibility for CDBG submittals and required reporting, unless otherwise requested in writing to and agreed to by SPAN. SPAN shall provide all information necessary for the TOWN to comply with CDBG requirements.

## **Article IV**

### **Compensation and Method of Payment**

4.01 The TOWN agrees to pay a reasonable fee for service between October 1, 2025 and September 30, 2026, of \$21.96 per trip. The projected trip count for October 1, 2025 – September 30, 2026, is Six Hundred Six (606) with an annual FY 2026 TOWN contribution of \$13,307. Riders shall pay SPAN a price per one-way trip of Three Dollars (\$3.00), to be collected by SPAN at the time of such trip.

4.02. The Fee is based on an average of Fifty-Five (51) one-way trips per month. The TOWN will only be billed for trips taken per month.

4.03. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance, or provider.

4.04. If an otherwise eligible Rider contacts SPAN for service and the Rider's trip does not qualify for payment by the TOWN under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to such Rider in the Service Area at the total cost of Twenty One Dollars and Ninety Six Cents (\$21.96) per one-way trip, which is to be collected by SPAN at the time of such trip.

## **Article V**

### **Devotion of Time, Personnel, and Equipment**

5.01. SPAN shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should TOWN require additional services not included under this Agreement, SPAN shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with SPAN's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.02. To the extent reasonably necessary for SPAN to perform the services under this Agreement, SPAN shall be authorized to engage the services of any agents, assistants, persons, or corporations that SPAN may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid SPAN hereunder and shall not otherwise be reimbursed by TOWN unless otherwise agreed to in writing.

5.03. The TOWN shall not be required to furnish any facilities, equipment, or personnel necessary to perform the services required under this Agreement unless otherwise provided herein. The Services provided under this Agreement are based on availability.

5.04 SPAN reserves the right to suspend or terminate Riders who violate SPAN's policies and procedures.

## **Article VI**

### **Miscellaneous**

6.01. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.02. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

6.03. Successor and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.04. Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

## **Article VI**

### **Miscellaneous**

6.05. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.06. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.07. Independent Contractor. It is understood and agreed by and between the Parties that SPAN, in satisfying the conditions of this Agreement, is acting independently. All services to be performed by SPAN pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of TOWN. SPAN shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing contained herein shall constitute or provide for as a waiver of the TOWN's immunity under state or federal law.

6.08. Notice. Any notice required or permitted to be delivered hereunder may be sent by electronic mail, first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for TOWN:

John Smith, Town Manager  
Hickory Creek, Texas  
1075 Ronald Reagan Ave.  
Hickory Creek, Texas 75065  
940-497-2528

If intended for SPAN:

Michelle McMahon  
Executive Director  
Span, Inc.  
1800 Malone Street  
Denton, Texas 76201  
940-382-2224 - Office

#### 6.09 Insurance.

(a) SPAN shall during the term hereof maintain in full force and effect the following insurance:

(1) a comprehensive commercial general liability policy of insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to SPAN's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage with an aggregate of \$2,000,000.00.

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by SPAN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$5,000,000.00 combined single limit and aggregate for bodily injury and property damage.

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of SPAN's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) provide TOWN, its officers, and employees with indemnification under all applicable coverage with the exception of Workers Compensation Insurance;

(2) provide for at least thirty (30) days prior written notice to TOWN for cancellation of the insurance.

(3) provide for a waiver of subrogation against TOWN for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. SPAN shall provide written notice to TOWN of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by TOWN.

6.10. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN. It is expressly understood that the TOWN assumes no operational supervision, control or oversight to the services provided under this Agreement. TOWN does not have any ownership or beneficial interest in the business; and does not share any profits or losses generated from the business.

6.11. Indemnification. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF SPAN PURSUANT TO THIS AGREEMENT. SPAN HEREBY WAIVES ALL CLAIMS AGAINST TOWN, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "TOWN") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR

WILLFUL MISCONDUCT OF TOWN OR BREACH OF TOWN'S OBLIGATIONS HEREUNDER. SPAN AGREES TO INDEMNIFY AND SAVE HARMLESS TOWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY SPAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT, OMISSION, OR INTENTIONAL ACT ON THE PART OF SPAN, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS. SPAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SPAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.12. Confidentiality Clause. Subject to the requirements of the Texas Public Information Act or as required by Court order, both Parties agree to endeavor to take all reasonable measures to keep in confidence the execution, terms and conditions as well as performance of this Agreement, and the confidential data and information of any Party that another Party may know or access during performance of this Agreement ("Confidential Information"), and shall not disclose, make available or assign such Confidential Information to any third party without the prior written consent of the Party providing the information except as required by the Texas Public Information Act or Court order.

6.14. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

**EXECUTED** this 28<sup>th</sup> day of July ,2025 TOWN OF

HICKORY CREEK, TEXAS

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

ATTEST:

By: \_\_\_\_\_  
Kristi Rogers, Town Secretary

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_,2025

SPAN, INC

By: \_\_\_\_\_  
Michelle McMahon, Executive Director

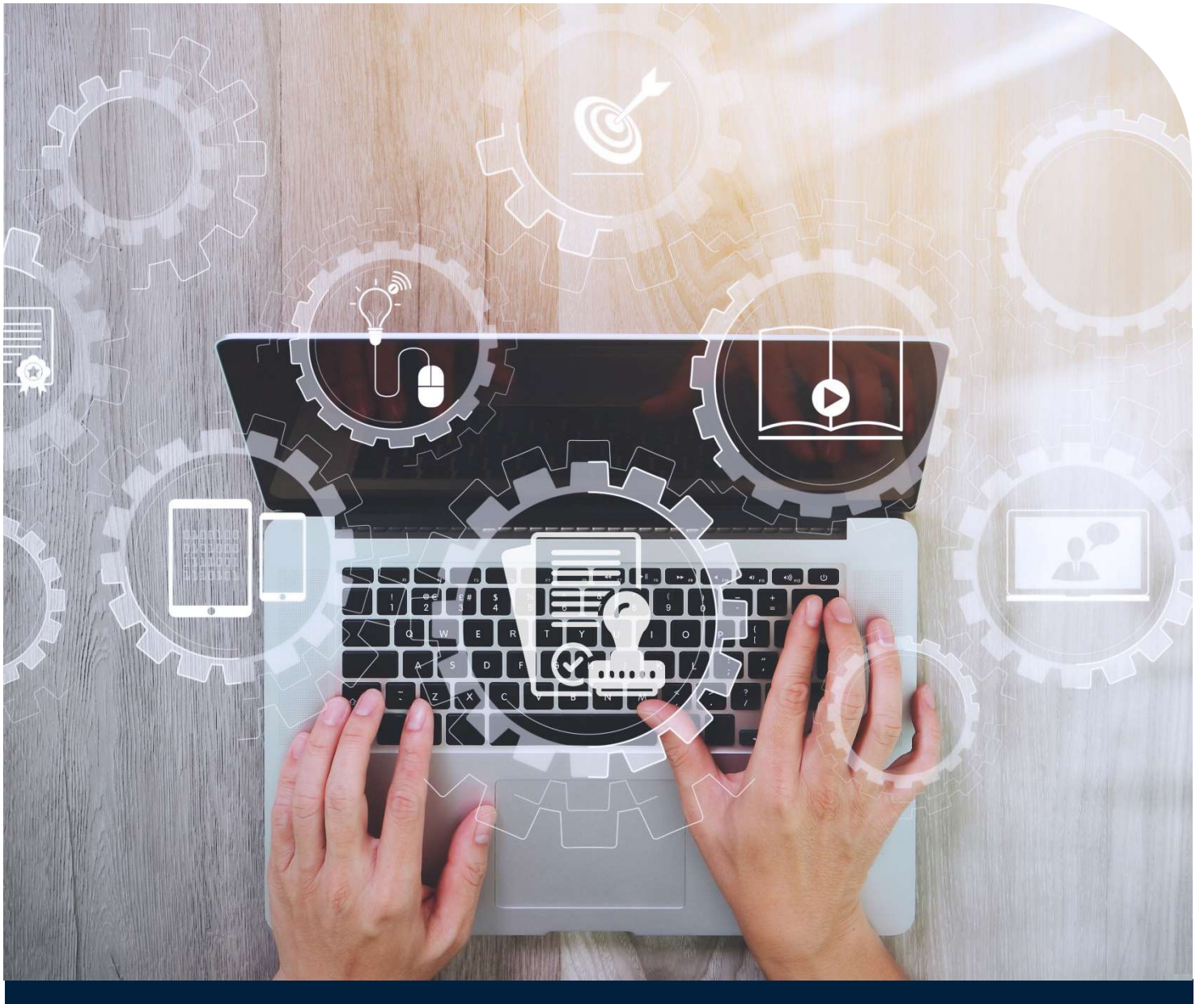
**EXHIBIT A**  
**SERVICE AREA**

All of Denton County.

**EXHIBIT B**  
**TRANSPORTATION POLICIES AND PROCEDURES**

Attached as separate document, which may be amended from time to time.





# Grant Administration Services Proposal

**Town of Hickory Creek – TxDOT Green Ribbon Program  
Landscape Enhancements on IH-35E at Tuberville Road**

July 11, 2025





July 11, 2025

Mr. John M. Smith  
Town Manager  
Town of Hickory Creek  
1075 Ronald Regan Avenue  
Hickory Creek, Texas 75065

Emailed: [John.Smith@hickorycreek-tx.gov](mailto:John.Smith@hickorycreek-tx.gov)

**Re: Proposal for Grant Administration Services for the TxDOT Green Ribbon Program Project  
Landscape Enhancements on IH-35E at Tuberville Road Project**

Dear Mr. Smith:

Halff Associates, Inc. is pleased to submit the attached proposed Scope of Basic Services and Fee Summary to provide Grant Administration Services to the Town of Hickory Creek for the Landscape Enhancements on IH-35E at Tuberville Road Project, funded through the Green Ribbon Program from Texas Department of Transportation (TxDOT).

The Halff Funding Resources Team is comprised of tenured Grant Professionals with over 100 years of combined experience in local government grant consulting, over \$780 million in grant wins, and \$590 million in grant award administration.

We appreciate the opportunity to submit our proposal for your TxDOT Green Ribbon project. Please contact me at (512) 297-4090 or [ralexander@halff.com](mailto:ralexander@halff.com) if you have any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Robin Alexander".

Robin Alexander  
Grants Administration Manager  
Halff Associates

**Attachments: Halff Grant Administration Proposal with Scope of Basic Services and Fee Summary**



## Scope of Services

This Scope of Basic Services is based on the anticipated general administrative requirements of the TxDOT Green Ribbon Project – Landscape Enhancements on IH-35E at Tuberville Road for the Town of Hickory Creek (CLIENT). Halff Associates (CONSULTANT) will provide the services described below as requested by the CLIENT. If additional tasks are required that are not specifically enumerated below, those can be added to this Scope by mutual agreement of the Parties.

## Phase 1: Grant Administration Services

### TASK 1.1 INFORMATION MANAGEMENT AND COORDINATION

- 1.1.a Provide general advice to the CLIENT and its staff with respect to the implementation of the project and regulatory matters
- 1.1.b Furnish forms, policies, and procedures for implementation of the project.
- 1.1.c Provide Technical assistance to the CLIENT personnel who will be directly involved in the program for routine tasks, using guidance provided by TxDOT.
- 1.1.d Serve as liaison for the CLIENT during any routine monitoring visits by staff representatives from TxDOT.
- 1.1.e Assist the CLIENT in meeting any citizen participation, personnel, and other requirements as may be necessary for participation in the TxDOT Green Ribbon Program.

### TASK 1.2 GENERAL ADMINISTRATION AND REPORTING

- 1.2.a Assist the CLIENT in developing a recordkeeping system consistent with the program guidelines, including the establishment and maintenance of project files.
- 1.2.b Prepare and submit CLIENT's required administrative reports to TxDOT.
- 1.2.c Assist CLIENT in preparing any funding agreement amendments and/or modifications along with related documentation, public notices, and any other required materials.
- 1.2.d Other general administrative tasks not listed here that are requested by the CLIENT and agreed to in writing by the CONSULTANT.

### TASK 1.3 FINANCIAL MANAGEMENT

- 1.3.a Assist the CLIENT in proving its ability to manage the TxDOT fund to the agency's audit division.
- 1.3.b Assist the CLIENT in establishing and maintaining a direct deposit account and/or separate local bank account, journals, and ledgers to document project expenses.



- 1.3.c Assist the CLIENT in submitting any required direct deposit authorization forms and/or depository/authorized signatory forms to TxDOT.
- 1.3.d Assist the CLIENT in preparation and submission of reimbursement requests to TxDOT and disbursement of project funds within the allotted time periods.

#### **TASK 1.4 PROCUREMENT AND CONTRACTING**

- 1.4.a Review procurement methods used by the CLIENT to ensure construction contractor(s) were procured in compliance with federal procurement regulations and TxDOT program requirements.

#### **TASK 1.5 LABOR STANDARDS COMPLIANCE**

- 1.5.a Assist the CLIENT in documenting compliance with all federal and state requirements related to equal employment opportunity.
- 1.5.b Assist the CLIENT in documenting compliance with all federal and state requirements related to minimum wage and overtime pay.
- 1.5.c Assist or act as the local labor standards compliance officer for this project if required.
- 1.5.d Select the correct prevailing general wage decision (Davis Bacon wage rates) and verify it with TxDOT.
- 1.5.e Verify eligibility of prime and sub construction contractors in the federal System for Award Management (SAM.gov) and with TxDOT.
- 1.5.f Review weekly certified payrolls submitted by prime and sub construction contractors and conduct compliance follow-up.
- 1.5.g Submit any request for additional job classifications to TxDOT and/or US Department of Labor as necessary.
- 1.5.h Coordinate or conduct employee interviews with site workers employed by prime and sub construction contractors to evaluate Davis Bacon and Related Acts (DBRA) wage compliance.
- 1.5.i Request change orders (if any) from the project engineer and upon receipt review and submit to TxDOT.
- 1.5.j Obtain Certificate of Construction Completion (COCC) and prepare the final wage compliance report.

#### **TASK 1.6 PROJECT MONITORING AND CLOSE OUT**

- 1.6.a Prepare any project completion reports and closeout documentation for CLIENT as required by TxDOT.



- 1.6.b Assist the CLIENT in responding to any monitoring or audit findings by TxDOT and resolving any third-party claims.
- 1.6.c Provide the CLIENT's auditor with any TxDOT Audit Guidelines and answer the auditor's general project questions as necessary.

## Assumptions

Some services may be required to be performed by third-party service providers.

Assistance by CONSULTANT with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners, or any other third party not directly engaged through a written agreement with CONSULTANT to provide services required to be provided by CONSULTANT under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement or representation of warranty by CONSULTANT of any kind relating to Third Party Service Providers or of the quality of such Third Parties work, and all endorsements, representations, or warranties hereby are expressly disclaimed.

All assistance by CONSULTANT described in this Agreement based on information provided by Third Parties shall be considered information provided by CLIENT, and CONSULTANT shall be entitled to rely on such information without any additional duty of inquiry or investigation.

## Exclusions

The following services are excluded from this Scope of Basic Services:

- 1. Environmental Review and Clearance
- 2. Property Acquisition and Compliance with the Uniform Relocation Assistance and Real Property Acquisition Act (URA)
- 3. Documentation and Monitoring of Force Account Labor
- 4. Public Outreach

Any additional services required beyond those specifically identified in this Scope of Basic Services are beyond the services to be provided under this agreement. A scope and commensurate fee for any required additional services would be negotiated and provided under a separate supplementation agreement to this contract.

## Schedule

All services defined in this scope will be completed by December 31, 2026.

## Fee Summary

The Grant Administration Services described above will be provided by the CONSULTANT at a fee of Thirty-five Thousand One Hundred Dollars (**\$35,100.00**) which will be invoiced monthly based on the percentage of the work completed. An additional Two Thousand Five Hundred Dollars (**\$2,500.00**) of Direct Costs (estimated reimbursable expenses - e.g. travel costs) will be invoiced as accrued. Costs



incurred will be carefully monitored throughout the progress of the project, and the fee will not be exceeded without prior approval from the CLIENT.

Phase 1: Grant Administration Services	
Task 1.1: Information Management and Coordination.....	\$ 7,700.00
Task 1.2: General Administration and Reporting.....	\$ 5,300.00
Task 1.3: Financial Management.....	\$ 5,000.00
Task 1.4: Procurement and Contracting.....	\$ 600.00
Task 1.5: Labor Standards Compliance.....	\$14,500.00
Task 1.6: Project Monitoring and Close Out.....	\$ 2,000.00
<b>Phase 1 Fee Summary Total</b>	<b>\$35,100.00</b>

Direct Costs	
Direct Costs (Estimated Reimbursable Expenses).....	\$ 2,500.00
<b>Engineering Consultation Fee Summary Total</b>	<b>\$ 2,500.00</b>

<b>GRAND TOTAL (Phase 1 &amp; Direct Costs)</b>	<b>\$37,600.00</b>
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2501 Meacham Blvd  
Suite 600  
Fort Worth, TX 76137  
(817) 847-1422

## **ADDITIONAL SERVICES CONFIRMATION**

**TO:** John Smith, Town Manager  
Town of Hickory Creek  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065

**DATE:** July 22, 2025

**AVO:** 059433.001

**FROM:** Halff Associates, Inc.  
Layne Olivo  
Project Manager  
[lolivo@halff.com](mailto:lolivo@halff.com)

**PROJECT:** TxDOT Green Ribbon  
IH-35E at Turbeville Road

Robin Alexander  
Grants Administration Lead  
[ralexander@halff.com](mailto:ralexander@halff.com)

**VIA:** [john.smith@hickorycreek-tx.gov](mailto:john.smith@hickorycreek-tx.gov)

---

As per your request we understand that you would like Halff Associates to provide the additional services described below.

### **HICKORY CREEK GR FY25 CONSTRUCTION DOCUMENTS CONSTRUCTION ADMINISTRATION / GRANT ADMINISTRATION SERVICES**

#### **SCOPE OF SERVICES**

This Scope of Basic Services is based on the anticipated general administrative requirements of the TxDOT Green Ribbon Project – Landscape Enhancements on IH-35E at Turbeville Road for the Town of Hickory Creek (CLIENT). Halff Associates (CONSULTANT) will provide the services described below as requested by the CLIENT. If additional tasks are required that are not specifically enumerated below, those can be added to this Scope by mutual agreement of the Parties.

## **Phase 4: Grant Administration Services**

### **TASK 4.1 INFORMATION MANAGEMENT AND COORDINATION**

- 4.1.a Provide general advice to the CLIENT and its staff with respect to the implementation of the project and regulatory matters
- 4.1.b Furnish forms, policies, and procedures for implementation of the project.

- 4.1.c Provide Technical assistance to the CLIENT personnel who will be directly involved in the program for routine tasks, using guidance provided by TxDOT.
- 4.1.d Serve as liaison for the CLIENT during any routine monitoring visits by staff representatives from TxDOT.
- 4.1.e Assist the CLIENT in meeting any citizen participation, personnel, and other requirements as may be necessary for participation in the TxDOT Green Ribbon Program.

#### **TASK 4.2 GENERAL ADMINISTRATION AND REPORTING**

- 4.2.a Assist the CLIENT in developing a recordkeeping system consistent with the program guidelines, including the establishment and maintenance of project files.
- 4.2.b Prepare and submit the CLIENT's required administrative reports to TxDOT.
- 4.2.c Assist the CLIENT in preparing any funding agreement amendments and/or modifications along with related documentation, public notices, and any other required materials.
- 4.2.d Other general administrative tasks not listed here that are requested by the CLIENT and agreed to in writing by the CONSULTANT.

#### **TASK 4.3 FINANCIAL MANAGEMENT**

- 4.3.a Assist the CLIENT in proving its ability to manage the TxDOT fund to the agency's audit division.
- 4.3.b Assist the CLIENT in establishing and maintaining a direct deposit account and/or separate local bank account, journals, and ledgers to document project expenses.
- 4.3.c Assist the CLIENT in submitting any required direct deposit authorization forms and/or depository/authorized signatory forms to TxDOT.
- 4.3.d Assist the CLIENT in preparation and submission of reimbursement requests to TxDOT and disbursement of project funds within the allotted time periods.

#### **TASK 4.4 PROCUREMENT AND CONTRACTING**

- 4.4.a Review procurement methods used by the CLIENT to ensure construction contractor(s) were procured in compliance with federal procurement regulations and TxDOT program requirements.



#### **TASK 4.5 LABOR STANDARDS COMPLIANCE**

- 4.5.a Assist the CLIENT in documenting compliance with all federal and state requirements related to equal employment opportunity.
- 4.5.b Assist the CLIENT in documenting compliance with all federal and state requirements related to minimum wage and overtime pay.
- 4.5.c Assist or act as the local labor standards compliance officer for this project if required.
- 4.5.d Select the correct prevailing general wage decision (Davis Bacon wage rates) and verify it with TxDOT.
- 4.5.e Verify eligibility of prime and sub construction contractors in the federal System for Award Management (SAM.gov) and/or the TxDOT E-Verify System.
- 4.5.f Review weekly certified payrolls submitted by prime and sub construction contractors and conduct compliance follow-up.
- 4.5.g Submit any request for additional job classifications to TxDOT and/or US Department of Labor as necessary.
- 4.5.h Coordinate or conduct employee interviews with site workers employed by prime and sub construction contractors to evaluate Davis Bacon and Related Acts (DBRA) wage compliance.
- 4.5.i Request change orders (if any) from the project engineer and upon receipt review and submit to TxDOT.
- 4.5.j Obtain monthly Contract Time Statements for submission to TxDOT.

#### **TASK 4.6 PROJECT MONITORING AND CLOSE OUT**

- 4.6.a Prepare any project completion reports, Letter of Acceptance, and other closeout documentation for CLIENT as required by TxDOT.
- 4.6.b Assist the CLIENT in responding to any monitoring or audit findings by TxDOT and resolving any third-party claims.
- 4.6.c Provide the CLIENT's auditor with any TxDOT Audit Guidelines and answer the auditor's general project questions as necessary.

## Assumptions

Some services may be required to be performed by third-party service providers.

Assistance by CONSULTANT with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners, or any other third party not directly engaged through a written agreement with CONSULTANT to provide services required to be provided by CONSULTANT under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement or representation of warranty by CONSULTANT of any kind relating to Third Party Service Providers or of the quality of such Third Parties work, and all endorsements, representations, or warranties hereby are expressly disclaimed.

All assistance by CONSULTANT described in this Agreement based on information provided by Third Parties shall be considered information provided by CLIENT, and CONSULTANT shall be entitled to rely on such information without any additional duty of inquiry or investigation.

## Exclusions

The following services are excluded from this Scope of Basic Services:

1. Environmental Review and Clearance
2. Property Acquisition and Compliance with the Uniform Relocation Assistance and Real Property Acquisition Act (URA)
3. Documentation and Monitoring of Force Account Labor
4. Public Outreach

Any additional services required beyond those specifically identified in this Scope of Basic Services are beyond the services to be provided under this agreement. A scope and commensurate fee for any required additional services would be negotiated and provided under a separate supplementation agreement to this contract.

## Schedule

All services defined in this scope will be completed by December 31, 2026.

## Fee Summary

The Grant Administration Services described above will be provided by the CONSULTANT at a fee of Thirty-five Thousand One Hundred Dollars (**\$35,100.00**) which will be invoiced monthly based on the percentage of the work completed. An additional Two Thousand Five Hundred Dollars (**\$2,500.00**) of Direct Costs (estimated reimbursable expenses - e.g. travel costs) will be invoiced as accrued. Costs incurred will be carefully monitored throughout the progress of the project, and the fee will not be exceeded without prior approval from the CLIENT.



2501 Meacham Blvd  
Suite 600  
Fort Worth, TX 76137  
(817) 847-1422

**Phase 1: Grant Administration Services**

**Phase 1 Fee Summary Total** **\$35,100.00**

**Direct Costs**

**Estimated Reimbursable Costs Summary Total** **\$ 2,500.00**

**Direct Costs**

**GRAND TOTAL (Phase 1 & Direct Costs)** **\$37,600.00**

We request your signature below to confirm the scope and fees.

By: \_\_\_\_\_  
(Print name)

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

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

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

☐ Attachments: none

SIGNED: \_\_\_\_\_  
Ben McGahey, P.E., Operations Manager

COPIES:

☐ File ☐ Owner ☐ Contractor ☐ Other:

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services ("Agreement") is entered into by the **Town of Hickory Creek** a **General Law Type A** of the State of **Texas** ("Client"), duly authorized to act by the **Town Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Engineer") for the provision of professional engineering services by Engineer to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

### WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

**I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.

**II. ENGINEER'S SERVICES.** Engineer shall provide to Client engineering services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").

- a. **Independent Contractor Status.** Engineer shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
- b. **Standard of Care.** Engineer shall perform the services with the normal and customary standard practices of the engineering profession ordinarily used by members of the professional under similar circumstances at the same time and in the same locality where the services are to be performed (the "Standard of Care").
- c. **Timeliness of Performance.** Engineer shall perform the services hereunder with due and reasonable diligence consistent with the Standard of Care.
- d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Client shall notify Engineer in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Engineer shall promptly propose substitutes to Client. Upon Client's mutual agreement, Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

**III. COMPENSATION AND PAYMENT TERMS.**

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Engineer receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
- b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Engineer of nonpayment, Engineer shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.



- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Engineer in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

**IV. CLIENT'S OBLIGATIONS.** Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Engineer with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Engineer's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Engineer's services for Client; (iv) make prompt payments in response to Engineer's statements; and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

**V. TERMINATION.** Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third party. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

**VI. OWNERSHIP OF DOCUMENTS.**

- a. **License to Client.** Upon Engineer's completion of services and receipt of payment in full, Engineer grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Engineer's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Engineer. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.
- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Engineer and any reuse by Client, or by those who obtain said information from or through Client, without Engineer's written consent, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Engineer's Affiliates").
- c. **Indemnification for Reuse of Deliverables.** Client agrees to defend, indemnify and hold Engineer and Engineer's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Engineer to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized



use or reuse of the Deliverables.

- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Engineer. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

**VII. NOTICES.** Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this section by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

**To Engineer:**  
**Halff Associates, Inc.**  
Attn: Legal Department  
1201 North Bowser Road  
Richardson, TX 75081-2275  
Telephone: 214-346-6200  
With copies to [legalhelp@halff.com](mailto:legalhelp@halff.com)

**To Client:**  
**Town of Hickory Creek**  
Attn: John Smith  
1075 Ronald Reagan Avenue  
Hickory Creek, Texas 75065  
Tele: 940-279-7061  
Email: [john.smith@hickorycreek-tx.gov](mailto:john.smith@hickorycreek-tx.gov)

**VIII. INSURANCE.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing performance of the services for Client.

**IX. DISPUTE RESOLUTION.**

- a. **"Dispute"** means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Engineer. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to



such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.

- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in Denton, Texas.

**X. EXCLUSIVITY OF REMEDIES.** The Parties acknowledge and agree that the remedies set forth in Section XII below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

#### **XI. AGREED REMEDIES**

- a. **No Individual Liability.** In no event shall Engineer's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.
  - i. **FOR SERVICES PERFORMED IN THE STATE OF FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**
- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **Time Limit To Make A Claim.** Client may not assert any claim against Engineer after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

#### **XII. PROJECT ENHANCEMENT/BETTERMENT.**

- a. **Betterments.** If a component of the Project is omitted from Engineer's Deliverables due to the breach of this Agreement or negligence of Engineer, Engineer will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Engineer's Deliverables. Notwithstanding the foregoing, Engineer will be responsible only to the extent necessary to place Client in the same position it would have been but for Engineer's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment



furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.

- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Engineer, Engineer will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.
- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT ENGINEER'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO ENGINEER'S BREACH OR NEGLIGENCE.

**XIII. ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.

**XIV. WAIVER.** Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**XV. SEVERABILITY.** Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XVI. INTEGRATION.** This Standard Form of Agreement and the Scope of Services, including fee and schedule, are fully incorporated herein and represent the entire understanding of Client and Engineer and supersedes and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

**XVII. NO THIRD-PARTY BENEFICIARIES.** This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

**XVIII. SIGNATORIES.** Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.


[SIGNATURE PAGE TO FOLLOW]




IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 25th day of November, 2024.

**HALFF ASSOCIATES, INC.**

**CLIENT: TOWN OF HICKORY CREEK, Texas**

By:   
Signature  
BENJAMIN L. MCGAHEY  
Printed Name  
VICE PRESIDENT  
Title  
12/3/2024  
Date

By:   
Signature  
Lynn C. Clark  
Printed Name  
Mayor  
Title  
November 25, 2024  
Date

## SCOPE OF SERVICES

In accordance with Section II of the Agreement for Professional Engineering Services by and between **TOWN OF HICKORY CREEK, Texas** ("**Client**") and **Halff Associates, Inc.** ("**Engineer**") dated November 25, 2024 (the "Agreement"), Engineer shall provide the Services set forth below to Client in accordance with this Scope of Services and the Agreement. To the extent this Task Order conflicts with the Agreement, the Agreement shall control.

**Project Name:** Hickory Creek GR FY25 Construction Documents

**Description of Services:** The PROJECT will include landscape enhancements in the TxDOT ROW at the SW corner of the intersection between the IH-35E Southbound access road and Turbeville Road.

**Compensation/Fees/Costs/Reimbursement:** \$159,750

**Schedule:** Design and Bidding: October, 2024 through Oct 2025

**Deliverables:**

60% Submittal to TxDOT

95% Submittal to TxDOT

95% Resubmittal to TxDOT

Final Signed and Sealed Submittal to TxDOT

**Service Contacts:**

**Halff Associates, Inc.**

Contact Name: Layne J Olivo

Primary Office Address for Contact: Telephone: 817-764-7434 2601 Meacham Blvd, Ste. 600, Fort Worth, TX 76137

Email: lolivo@halff.com

**TOWN OF HICKORY CREEK**

Contact Name: John Smith

Primary Office Address for Contact: 1075 Ronald Reagan Avenue, Hickory Creek, TX 75065

Telephone: 940-279-7061

Email: John.Smith@hickorycreek-tx.gov

November 1, 2024

Project No. (AVO): 59433.001

Town of Hickory Creek  
Mr. John Smith  
Town Manager  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065

RE: Hickory Creek GR FY25 Construction Documents

Dear John,

At Halff we improve lives and communities by turning ideas into reality. We do that by working with great clients on meaningful projects. As such, we are pleased to submit the following Scope of Services for the Hickory Creek Green Ribbon FY25 Construction Documents to the Town of Hickory Creek (the PROJECT). These green ribbon improvements will be located in TxDOT ROW at the SW corner of the intersection of IH-35E southbound access road and Turbeville Road.

The proposed services to be performed are described in the Scope of Services (**Attachment A**). Services that are not included as part of the Scope of Service are listed in the Exclusions/Available Additional Services (**Attachment B**); however, these services can be provided by Halff upon request. A PROJECT Exhibit (**Attachment C**) and estimated PROJECT Schedule (**Attachment D**) are/is also included.

**Unless otherwise modified, please note that the Scope of Services described herein shall remain valid and continue in effect for a period of 90 calendar days, after which it will require renewal in writing by CONSULTANT and CLIENT.**

Thank you for the opportunity to work with you to improve lives and communities. Please feel free to contact me if you have any questions or comments regarding this Scope of Services and Fee Proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Layne J. Olivo", with a stylized flourish at the end.

Layne J. Olivo, PLA, CLARB  
Project Manager  
817-764-7434  
lolivo@halff.com

# **ATTACHMENT A**

## **BASIC SCOPE OF SERVICES**

### **PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES FOR HICKORY CREEK GR FY25 CONSTRUCTION DOCUMENTS**

## **PURPOSE**

Halff (CONSULTANT) shall provide Landscape Architecture Services for Hickory Creek GR FY25 Construction Documents (PROJECT), to the Town of Hickory Creek (CLIENT). The purpose of the PROJECT is to provide design, bidding and construction administration services for a TxDOT Green Ribbon project.

## **SCOPE**

The PROJECT will include landscape enhancements in the TxDOT ROW at the SW corner of the intersection between the IH-35E Southbound access road and Turbeville Road. Landscape enhancements will be based on the approved Green Ribbon FY 2025 application and will follow concepts presented in the exhibits attached to the application. See Attachment C.

## **ASSUMPTIONS**

This scope of services (the "Scope of Services") has been prepared using the following assumptions as a basis for its preparation:

1. The Scope of Services represents a single, stand-alone project consisting of tasks described below for the design and construction of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.
2. Funding support services including preparation of graphics and exhibits are not included in this Scope of Services. This service may be provided but will be considered an Additional Service, billed hourly.
3. The PROJECT will follow TxDOT Green Ribbon design requirements as applicable.
4. CLIENT and TxDOT will provide available existing conditions information and base-map data, including, but not limited to:
  - As-built plans, record drawings, and/or condition assessments for existing utilities located within the proximity or adjacent to the PROJECT area.
  - Construction and/or as-built drawings, if available, and any future development plans impacting the PROJECT area.
  - Current property and easement information.
  - Aerial Data.
  - Base information such as CADD or GIS data
5. The CLIENT will be responsible for distributing, coordinating, and facilitating all submittal milestones/packages to necessary stakeholders, including correspondence during the submittal

review period(s) and providing the CONSULTANT with organized reviews and/or comments and/or feedback from reviewing entities.

6. In addition to any base map data provided by the CLIENT (as described above), CONSULTANT will utilize publicly available data (aerial ortho imagery, contours, record drawings, etc.) to supplement PROJECT development outside the limits of survey. Supplemental information may be used in the assessment, review, and design of the proposed landscape improvements.
7. The PROJECT schedule has been determined by TxDOT. **The schedule milestone dates are based on an assumed CLIENT and stakeholder submittal review period of a maximum of one (1) week.** Review periods exceeding one (1) week may impact subsequent submittals and milestone dates. A review delay longer than one (1) week may result in a subsequent delay of deliverables and revision of the schedule.
8. A topographic survey will be provided as part of the scope and completed in accordance with TxDOT specifications, procedures, and standards (see Phase 1 Design Support Services for detailed description of scope).
9. There are no significant changes to site conditions since the funding application was approved by TxDOT.
10. Internal project meetings described herein will be held at the CONSULTANT's office or virtually, unless on-site meeting is necessary. CONSULTANT shall notify CLIENT and request additional compensation if additional meetings are necessary for ongoing coordination and/or the completion of the PROJECT.

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## PHASE 1 – DESIGN SUPPORT SERVICES

### TASK 1.1 – PROJECT MANAGEMENT AND COMMUNICATION

**Project Management Coordination, Communications, and Reporting (Maintain for all phases):**

CONSULTANT will provide monthly reports to the CLIENT in 8.5"x11" format, delivered electronically, which will detail the current progress, highlight any outstanding issues, and address future concerns.

**Project Kick-off Meeting and Site Visit:**

CONSULTANT will attend one (1) in-person coordination/project kick-off meeting with the CLIENT to confirm the goals, objectives, budget, schedule and program of proposed improvements of the PROJECT. Following the kick-off meeting CONSULTANT and CLIENT will visit the site to observe existing conditions and to discuss proposed landscape improvements. Notes may be taken by the CONSULTANT to record items discussed and decisions made during this meeting and site visit and provided to all attendees.

- Project Kick-Off Meeting and Site Visit – One (1) in-person meeting (3 Hours maximum duration) (exclusive of travel time)

**Internal Team Meetings:**

CONSULTANT will conduct internal team meetings as required by the PROJECT. The internal team meetings will include internal coordination of project processes, program items and schedules.

**Agency Coordination Meetings:**

CONSULTANT will coordinate and facilitate coordination tasks with the CLIENT, TxDOT and other entities as necessary. Tasks will include design review meetings, submittal document reviews and general question and answer responses. The number of virtual or in-person meetings shall not exceed five (05) meetings. Notes will be taken by the CONSULTANT at these meetings to record items discussed and decisions made and will be delivered in an 8.5"x11" digital format to the CLIENT for review.

**Design Coordination Meetings:**

CONSULTANT will conduct design coordination meetings once each month with the CLIENT and TxDOT for the duration of the Schematic Design and Construction Documentation phases to review current project progress and discuss project issues. Design Coordination Meetings will be held at the CLIENT's office or via virtual conferencing. CONSULTANT will subsequently prepare meeting minutes in 8.5"x11" format, to be distributed to the meeting attendees for record keeping. The number of meetings will total shall not exceed ten (10) meetings.

**Design Review Meetings:**

CONSULTANT will conduct a design submittal review meeting with the CLIENT and staff members of other necessary entities to discuss all comments related to the PROJECT at each submittal milestone. All design submittal review meetings will be held virtually or in-person. The meeting and submittal milestones shall be as follows:

- 60% Design Drawings – One (01) meeting
- 95% Design Drawings – One (01) virtual meeting (2-hour maximum duration)
- 95% Design Resubmittal Drawings – One (01) virtual meeting (2-hour maximum duration)
- Final Design Drawings – One (01) virtual meeting (2-hour maximum duration)

**Task 1.1 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- Digital PDF copy of monthly progress reports.
- Digital PDF copy of kick-off meeting and site visit meeting notes.

- *Digital PDF copy of the agency coordination meeting notes.*
- *Digital PDF copy of the design coordination meeting notes.*
- *Digital PDF copy of the design review meeting notes.*

## **TASK 1.2 – QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)**

CONSULTANT will perform internal Quality Control and Quality Assurance (QA/QC) reviews of CONSULTANT'S deliverables at each submittal milestone.

## **TASK 1.3 – DATA COLLECTION AND SURVEY**

### **Data Collection:**

The CLIENT will provide to the CONSULTANT available data relevant to the PROJECT. With the assistance from the CLIENT, CONSULTANT will collect the following available data as necessary for the project. CONSULTANT will prepare a project base map utilizing the CONSULTANT's, CLIENT's, and other Stakeholder's gathered relevant project data and information gathered during the site visit. Data may include the following information:

- Google Earth and/or Near Map existing aerial photography, mapping, and survey information
- Utility (as-builts and/or record drawings) data including underground/at-grade/overhead, location, type, size, owner name and contact information
- Property Lines, Easements, ROW Limits, and other information (as available)

### **Survey for Design**

CONSULTANT will conduct a Boundary and Topographic Survey for Design of approximately 7.85 acres of land located at the southwest corner of the intersection of Turbeville Road and IH-35E (Stemmons Freeway). Topo limits for proposed green space are North with the west curblin/face of bridge for IH-35E for approximately 700 feet, west along the north curblin of Turbeville Road from IH-35E approximately 450, south along the west line of a tract of land conveyed to Texas Department of Transportation, East along the south line of said tract to the west curblin of IH-35E. The area also includes approximately 930 linear feet of access road.

Survey for Design will include the following tasks:

- Survey shall tie in all right-of-way lines and corners, property lines, trees 6" and larger in caliper, fence lines, and all other present and visible surface features.
- Topographic information provided at one-foot contours of existing grade.
- Establish project control using Global Positioning System (GPS methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202). The vertical values will be referenced to NAVD88 and computed using GEOID 18, set a minimum of three control points for design.
- Horizontal and vertical location of all existing facilities within the Project limits including existing paving, driveways, sidewalks, landscaping, etc.
- Tie existing visible franchise utilities and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.
- In addition to any City provided topographical, utility and R.O.W. data, the CONSULTANT will utilize NCTCOG data where appropriate, including but not exclusive of aerial ortho imagery, 2' contours, vegetation, etc.
- The drawings will follow TxDOT CADD and drafting standards.

### **Task 1.3 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Topographic survey.*



## TASK 1.4 – BASE MAP PREPARATION

CONSULTANT will prepare a project base map utilizing the CONSULTANT's, CLIENT's, and other Stakeholder's gathered relevant project data, the topographic and boundary survey and information gathered during the site visit. The base map will utilize the topographic and boundary survey of the site overlaid on an aerial image of the site. This base map will be utilized as the base for design. The format of the base map will be twenty-two (22") inch x thirty-four (34") inch that can be reduced to an eleven (11") inch x seventeen (17") inch half size drawing.

### **Task 1.4 Deliverables:**

- *No deliverables. Base Map will be integrated into the Construction Documents.*

## PHASE 2 – CONSTRUCTION DOCUMENTS

### TASK 2.1 – CONSTRUCTION DOCUMENTS

#### **Construction Document Preparation:**

Based upon CLIENT approved concept plan that was included with the funding application, CONSULTANT shall prepare construction documents that include design drawings, bid documents and technical specifications for the PROJECT for approval by the CLIENT and other necessary entities. CONSULTANT will prepare submissions for review and comment, and they will be submitted on the dates established in the approved schedule.

The 60%, 95%, 95% resubmittal and Final Signed and Sealed submittal milestones shall include the anticipated improvements identified in the PROJECT's funding application. Design for improvements shall follow current TXDOT standards. In addition to the anticipated improvements described above, CONSULTANT's 60%, 95%, 95% resubmittal and Final Signed and Sealed submittal milestones shall also contain the following base information:

- Project and CLIENT's name.
- Date, scale, north arrow, and the name of the Licensed Professional preparing the plan.
- Location of existing ROW limits.
- Approximate centerlines of existing drainage channels and the location of existing improvements on or adjacent to the PROJECT.
- Approximate location of known overhead lines, subsurface utility lines, and utility easements within the project limits, including the location of utility/power poles, generators, and equipment.

CONSULTANT will provide the following drawings and deliverables:

- Cover Sheet
- General Notes
- Quantity Summary Sheet(s) – CONSULTANT will provide quantity summary sheets with bid item numbers, item descriptions and associated item quantities per sheet. The quantity summary sheets shall be submitted at the 60%, 95%, 95% resubmittal, and Final Signed and Sealed submittal milestones.
- Traffic Control Plans– CONSULTANT will incorporate TxDOT standard traffic control plans into the construction documents.
- Demolition Plans– CONSULTANT will prepare the demolition plans for existing removed and preserved site features that will be removed or relocated for the project in conjunction with the planting and irrigation.



- Erosion Control Plan – CONSULTANT will prepare the erosion control plan in conjunction with the landscape and irrigation design. This task is for the preparation of design drawings and associated details only. CONSULTANT will utilize most current TCEQ and TxDOT requirements for silt fencing, erosion control logs, rock filter dams, and construction entrances as required. Accompanying the erosion control plans will be the TxDOT required EPIC sheet.
- Hardscape Plan – CONSULTANT will provide a layout and dimension control plan for the proposed concrete mow strips.
- Planting Plan – CONSULTANT will prepare the planting plan that will show all plantings and arrangement of plant materials. The quantity, species, size and spacing of all materials will be specified in a material and quantity summary schedule. TxDOT Standard Planting Details for the proper installation of plants will be included.
- Irrigation Plan – CONSULTANT will prepare plans for the watering of the plant material shown on the Planting Plan. The plans will indicate a complete layout and design for an underground, automated irrigation system. The plans will show complete drip irrigation zones, tree bubblers and proper zoning of the irrigation system to maximize efficient water use. Standard TxDOT and City details will be used if available. Location of the irrigation meters will be coordinated with TxDOT and the City. CONSULTANT will request pressure data and it is assumed that it will be provided by the Lake Cities Municipal Utility Authority (LCMUA). If pressure data is not available from LCMUA, CONSULTANT will request that the City provide pressure data from a fire hydrant flow test on a hydrant in the immediate area and use such data in the design of the irrigation system
- Specifications – CONSULTANT will provide specifications following the “Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges” adopted by TxDOT on September 1, 2024. Specifications will be submitted at the 60%, 95%, 95% resubmittal, and Final Signed and Sealed submittal milestones. The provided specifications will include the standard TxDOT Requirement documents and forms necessary for a TxDOT Local Let project.
- Cost Estimate, Contract Time Estimate Document and Other Required Documentation – CONSULTANT will prepare a cost estimate and time estimate document at each construction documentation submittal milestone following the required TxDOT format. Other documentation that will be submitted at each PROJECT milestone shall include, but is not limited to, Form 1002 (PS&E Transmittal Data Form) and Right of Way, Relocation, Utility and Encroachment Status Forms.
- Project Manual with Proposal, Bid Schedule, Technical Specifications, and Bid Forms for site improvements following CLIENT/PROJECT specific standards and requirements. Technical Specifications will be provided for review at the 95% and Final Signed and Sealed submittal milestone.

Construction drawings shall be sheet sizes of 11-inch x 17-inch format, with black and white line work.

CONSULTANT shall, at the request of the CLIENT, transmit electronic copies of CONSULTANT work product components including data, photos, images, text, designs, and cost opinions for project-related use by CLIENT including project budgeting and project coordination/communication.

CONSULTANT's Final Signed and Sealed Package shall include the sealed and signed construction documents, signed and sealed specifications, and the bid information. CONSULTANT shall incorporate any remaining, CLIENT, and/or stakeholder comments from the 95% Resubmittal Construction Documents review period before the final submittal of the Final Signed and Sealed Package.

***After acceptance of 60% Construction Documents, if the CLIENT requests design changes, CONSULTANT reserves the right to request a contract modification to increase the budget for Construction Document services if the actual effort exceeds the budgeted amount for professional services after the 60% Design Development Package has been submitted.***

**Task 2.1 Deliverables:**

60%, 95%, 95% resubmittal and Final Signed and Sealed Construction Document Plans shall include an (11") eleven inch x (17") seventeen inch set of construction documents following the submittal documents required as part of the "TxDOT PS&E Complete Submittal Development Checklist." Other deliverables provided by the CONSULTANT at each submittal milestone shall include the following:

- *One (1) Digital PDF copy of the Construction Documents and Project Manual.*
- *Three (3) bound copies of the Construction Documents (upon request).*
- *Three (3) bound copies of the Project Manual (upon request).*

## PHASE 3 – BIDDING / CONSTRUCTION ADMINISTRATION

### TASK 3.1 – BIDDING SERVICES

#### **Bid Distribution:**

CLIENT will be responsible for distribution of construction documents and specifications, as well as addenda and responses to all prospective bidders.

#### **Pre-Bid Conference:**

CLIENT shall be responsible for the scheduling and facilitating the pre-bid conference. CONSULTANT will attend one (1) pre-bid conference to assist the CLIENT with describing the project design to prospective bidders. Notes will be taken by the CONSULTANT to record items discussed and decisions made during the pre-bid conference.

- Pre-Bid Conference – One (1) Virtual meeting (2 Hour maximum duration)

#### **Bid Process Coordination:**

CONSULTANT will assist the CLIENT during the bidding process by addressing technical questions and bidder inquiries. CONSULTANT will prepare addenda for issuance to bidders. Addendum items that will alter the probable cost of the project must be approved by the CLIENT. These design changes will be considered additional services in which additional compensation will be due the CONSULTANT. Addendums will be added to the construction documents, and the construction documents reissued as "ISSUED FOR CONSTRUCTION" documents at the end of the bidding period.

#### **Bid Opening and Award Recommendation:**

If requested by the CLIENT, CONSULTANT will attend the bid opening. After the bid opening CONSULTANT will review the bid results and prepare a bid tabulation.

- Bid Opening Meeting – One (1) in-person meeting (2 Hours maximum duration)

#### **Task 3.1 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Pre-Bid Conference notes.
- One (1) Digital PDF copy of Addenda's.
- One (1) Digital PDF copy of the bid tabulation and award recommendation.
- One (1) Digital PDF copy of the "Issued for Construction" Documents

### TASK 3.2 – CONSTRUCTION PHASE SERVICES

#### **Pre-Construction Conference:**

CLIENT shall be responsible for the scheduling and facilitating the pre-construction conference. CONSULTANT will participate in one (1) pre-construction conference and assist the CLIENT in outlining the project design, lines of communication, describe procedures, etc. Notes may be taken by the CONSULTANT to document items discussed during this conference and will be distributed to the CLIENT and Contractor.

- Pre-Construction Conference – One (1) Virtual meeting (2 Hour maximum duration)

#### **RFI, Submittal, and Shop Drawing Review:**

CONSULTANT will review and provide responses to Contractor RFI's, Submittals, Shop Drawings, Substitution Requests, Schedule Reports, and Pay Application Requests. CONSULTANT responses will be written and/or graphical, including, but not limited to, Exhibits, Details, Memorandums, Addenda, Architect's Supplemental Information (ASI), Change Proposals, Change Order Review, Mock-up and Sample Reviews, change orders or construction change directives, etc., if there is no impact to project budget or schedule. Any work associated with RFIs, Submittals, Change Orders, and Shop Drawings that results in design modification differing from the Final Signed and Sealed Package must be approved by the CLIENT prior to proceeding. If technical modifications altering the PROJECT, including design elements, appurtenances, and/or modifications outside the Scope of Services described in the Final Signed and Sealed Package are required as part of the request(s), CONSULTANT shall notify CLIENT, request additional compensation, and revise the previously approved schedule accordingly.

**Construction Coordination and Site Observation Meetings:**

The CONSULTANT will visit the PROJECT construction site to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work. Observations are to allow the CONSULTANT, or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Site visit reports will be prepared by the CONSULTANT to document existing conditions, installed items, construction progress, and items discussed during these site observation meetings. Digital PDF copies of the site visit reports will be distributed to the CLIENT no later than five (05) days after the site visit.

**CONSULTANT will participate in no more than two (2) on-site meetings per month during construction, assuming a 6 month construction period. Additional meetings may be requested by the CLIENT but will be considered additional services invoiced hourly.**

- Construction Coordination and Site Observations – Twelve (12) meetings (two (2) hour maximum duration)

CONSULTANT shall promptly notify the CLIENT of any emergency conditions or notable occurrences observed while conducting the site observation visits. CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

**Pay Application Review:**

CONSULTANT will review, approve and sign contractor submitted monthly pay applications through the duration of the PROJECT construction. Pay applications, once reviewed, will be distributed to the City for final approval.

**Preliminary Punch List (Pre-Final Walkthrough):**

CONSULTANT will conduct one (1) pre-final walkthrough with the CLIENT, and Contractor to check conformance of the Work with the Contract Documents and to verify the accuracy and completeness of the Work. This will constitute substantial completion. The CONSULTANT will prepare one (1) preliminary punch list that summarizes discrepancies in the conformance of the work giving a description of the discrepancy, photographic evidence, and geographical description of the discrepancy location.

- Pre-Final Walkthrough Meeting – One (1) in-person meeting (3 Hour maximum duration)

**Final Punch List (Final Walkthrough):**

Once discrepancies identified in the preliminary punch list, are corrected, CONSULTANT will conduct one (1) final walkthrough with the CLIENT, and Contractor to confirm discrepancies were corrected. If needed, the CONSULTANT will prepare one (1) additional punch list that summarizes discrepancies in the conformance of the Work giving a description of the discrepancy, photographic evidence, and

geographical description of the discrepancy location. CONSULTANT shall notify CLIENT and request additional compensation if additional Punch Lists/walkthroughs are necessary.

- Final Walkthrough Meeting – One (1) in-person meeting (2 Hour maximum duration)

**Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Pre-Construction Conference notes.*
- *One (1) Digital PDF copy of the shop drawing and submittal reviews.*
- *One (1) Digital PDF copy of the RFI responses.*
- *One (1) Digital PDF Copy of the preliminary punch list.*
- *One (1) Digital PDF copy of the final punch list.*

**Project Close Out:**

CONSULTANT to assist CLIENT in acquiring final close-out documents, warranties, accurate as-built drawings and other documents from contractor required to close-out project. Review and approve contractor's final Application and Certification for Payment including retainage.

**Maintenance Hand-off (Walkthrough):**

CONSULTANT will conduct one (1) walkthrough site visit with the CLIENT and Installation / Maintaining Contractor(s) to confirm that maintenance has been provided as outlined in the contract documents, verify plant health, irrigation functionality, and to exchange maintenance information such as but not limited to list of maintenance provided and routine schedules (i.e. watering, fertilizing, mowing). The CONSULTANT will prepare one (1) memo that summarizes discrepancies to the conformance of the Work giving description of the discrepancy, photo, and geographical description of the discrepancy location. CONSULTANT will notify the CLIENT and request additional compensation if additional walkthroughs are necessary.

- Maintenance Hand-off Walkthrough Site Visit – One (1) in-person meeting (2 Hour maximum duration)

## BASIS OF COMPENSATION

### Hickory Creek GR FY25 Construction Documents

The basis of compensation for the services below shall be as follows:

#### A. PHASE 1 – DESIGN SUPPORT SERVICES

(Lump Sum)

Task 1.1 – Project Management and Communication.....	\$20,000
Task 1.2 – Quality Assurance/Quality Control.....	\$5,750
Task 1.3 – Data Collection and Survey.....	\$11,250
Task 1.4 – Base Map Preparation .....	\$3,500

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PHASE 1 TOTAL (Tasks 1.1 – 1.3)	\$40,500
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#### B. PHASE 2 – CONSTRUCTION DOCUMENTS

(Lump Sum)

Task 2.1 – Construction Documents .....	\$96,500
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PHASE 2 TOTAL	\$96,500
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#### C. PHASE 3 – BIDDING AND CONSTRUCTION ADMINISTRATION

(All Bidding and CA services to be hourly not to exceed without written permission)

Task 3.1 – Bidding Services .....	\$7,500
Task 3.2 – Construction Phase Services .....	\$13,500

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PHASE 3 TOTAL (Tasks 3.1-3.2)	\$21,000
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Direct Costs (Estimated Reimbursable Expenses) .....	\$1,750
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PROJECT GRAND TOTAL (Phases 1-3, & Direct Costs)	\$159,750
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Previously Contracted Amount in a Preliminary Services Confirmation	\$50,000
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Total Newly Authorized in this document	\$109,750
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## **ATTACHMENT B**

### **EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES**

The following services are not included in the scope or fees for this proposal, but can be provided by CONSULTANT, subject to negotiation:

#### **GENERAL:**

1. Any additional work not specifically included in the Proposed Scope of Services.
2. Client generated changes to the design once Construction Document Preparation has reached the 60% level of completion. Time will be invoiced, per a proposal approved by the CLIENT, until the work is at the same level of completion as it was prior to the change.
3. The development of amenities in addition to the proposed Scope of Work.
4. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by negligent errors on the plans.
5. Design of areas outside the limits of the defined project site.
6. Design and coordination of existing utility relocations and modifications, including, gas, telephone, or other franchise utility improvements.
7. Additional graphic products.
8. Additional meetings not identified in the project scope of services.
9. Printing of additional drawings, specifications and contract documents not identified in the project deliverables.
10. The development of design alternatives..
11. Negotiations with adjacent property owners.
12. Separation of project documents into multiple submittals or tasks.

#### **IRRIGATION:**

13. Revisions to irrigation plans caused by CLIENT changes to landscape and/or hardscape plans after 60% submittal is excluded.

#### **PUBLIC ENGAGEMENT:**

14. Public Engagement, such as public meetings or hearings.
15. Communication with adjacent property owners, impacted stakeholders, and agencies are excluded.

#### **TRAFFIC:**

16. Detailed Traffic Control and/or Roadway/Traffic Modification Plans are excluded.

#### **PERMITTING:**

17. Payment of any fees including but not limited to permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.

#### **CONSTRUCTION DOCUMENTATION:**

18. The preparation and development of Construction Documentation beyond the scope of services.

#### **CONSTRUCTION ADMINISTRATION:**

19. Construction staking.
20. Value Engineering Services are excluded.
21. Construction Administration Services beyond the scope of services.

#### **SUE:**

22. Quality Level A, B, or C
23. Permitting is excluded.
24. Work Zone Traffic Control is excluded.

**SURVEY:**

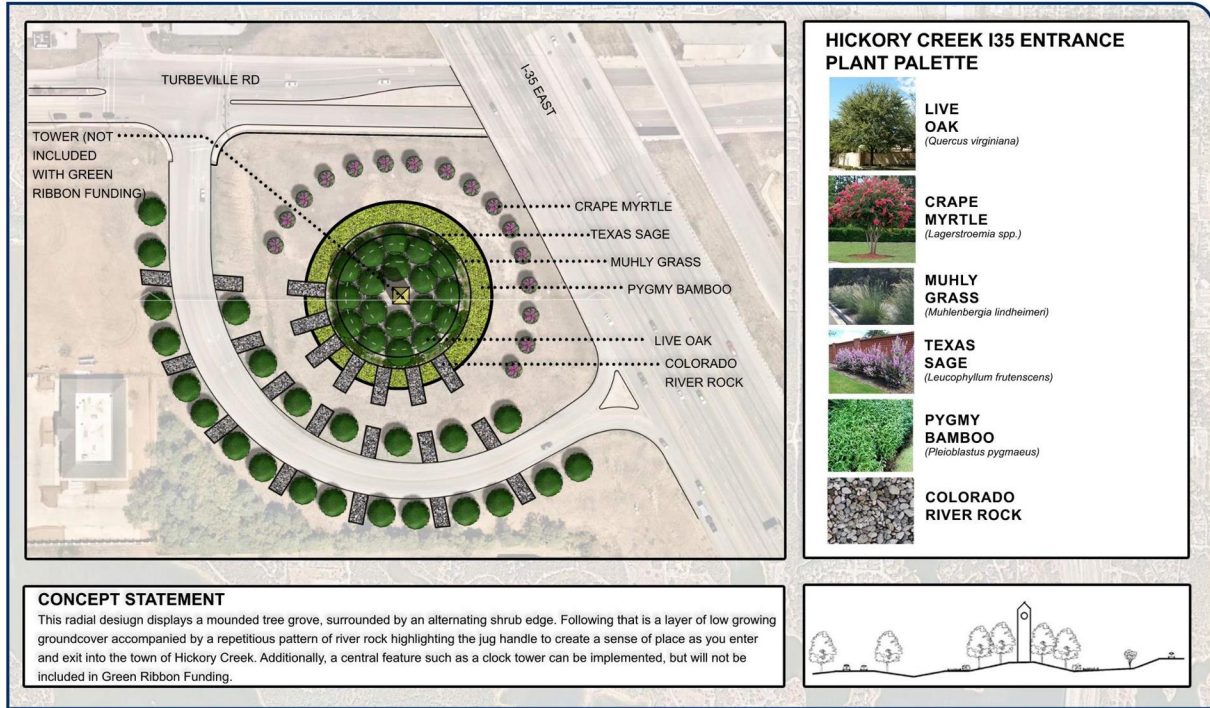
- 25. Additional Survey Services for the Preparation of Easement or Right-of-Way Exhibits.
- 26. Field survey of area outside the identified project area.
- 27. Geospatial Survey Services.
- 28. Right of Entry preparation and coordination.

**REIMBURSABLE EXPENSES:**

- 29. Costs for software licenses, logins, trainings, or annual fees are excluded.



## ATTACHMENT C PROJECT LOCATION AND LIMITS



## ATTACHMENT D PROJECT SCHEDULE

Preliminary project schedule is shown below. Project schedule is subject to modifications due to delays, agency review turnaround time, etc. Modifications to this schedule will be communicated with the CLIENT as the project progresses. CONSULTANT is prepared to begin immediately upon receipt of an executed copy of a written notice to proceed..

CITY OF:	Hickory Creek						
COUNTY:	Denton						
HIGHWAY:	I 35E						
CSJ:	0						
<div><div></div><div>Hard Date</div></div> <div><div></div><div>Flexible Date</div></div> <div><div></div><div>Critical Deadline</div></div>							
GREEN RIBBON PROJECT / LOCAL LET							
Contracts	Deadline	Design	Submittal Deadline	Letting	Deadline	Construction	Deadline
1. AFA	1/2/2025	<del>3. 30% Package</del>	<del>5/12/2024</del>	9. Authorization Letter to Advertise	5/7/2025	17. Construction Concurrence	8/11/2025
2. LMA	1/2/2025	4. 60% Package	11/22/2024	10. Advertisement (21 days)	5/17/2025	18. Award Contract	9/9/2025
		5. 95% Package	1/11/2025	11. Pre Bid Meeting	5/24/2025	19. Pre Con Meeting	9/24/2025
		6. 95% resubmittal Package	2/9/2025	13. Question Cutoff	5/28/2025	20. Construction Begins	10/15/2025
		7. Final Signed and Sealed	3/10/2025	14. Addendums Due	5/31/2025		
		8. Obligation of Funds	3/14/2025	15. Bids Open	6/7/2025		
				16. Bid Package Returned	6/12/2025		



1075 RONALD REAGAN AVE.  
HICKORY CREEK, TX 75065  
940 - 497 - 2528 PHONE  
940 - 497 - 3531 FAX

June 25, 2025

Walmart R.E. Business Trust  
c/o Cyntergy  
2608 SE J Street  
Bentonville AR 72716

RE: Walmart #3286, Sign Update

The Town of Hickory Creek reviewed the signage plans submitted for a branding update and the sign as installed at 1035 Hickory Creek Boulevard and is unable to approve one of the signs for the following reasons:

The sign listed as 10 Enlarged Elevation on page A2 does not meet the requirements of the Town's Code of Ordinances, Article 3.08 Signs. Considering all vertical components of the sign, the total height of the wall sign is 19 feet. Section 3.08.010(b) of the Town's Code of Ordinances states, in part, "Wall Signs .... Such signs shall not have a vertical height of more than six feet nor exceed 75 percent of the width of such building or store frontage."

Section 3.08.004(c) does allow the Town Council to review this decision if you wish to file an appeal. To do so, a written application must be filed with the town secretary within 10 days of the Building Department ruling. The Town Council will "consider whether or not the regulations and standards of this article will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship" in making their decision. Please submit requests for review to [krogers@hickorycreek-tx.gov](mailto:krogers@hickorycreek-tx.gov) with a copy to [chris.chaudoir@hickorycreek-tx.gov](mailto:chris.chaudoir@hickorycreek-tx.gov).

Please contact me if there are any questions.

Sincerely,

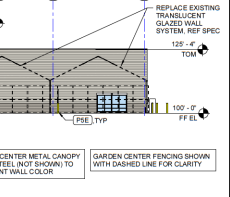
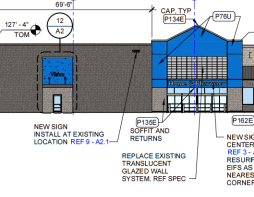
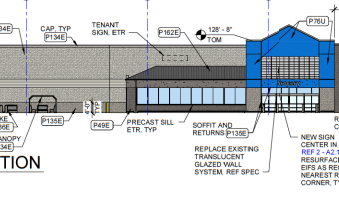
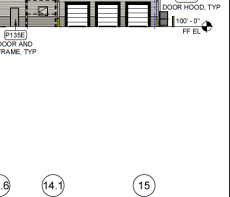
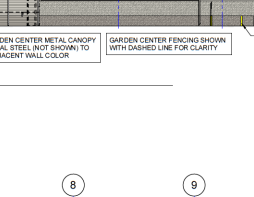
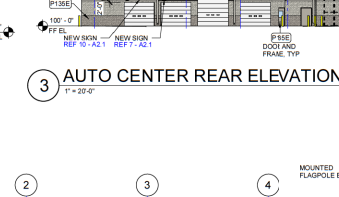
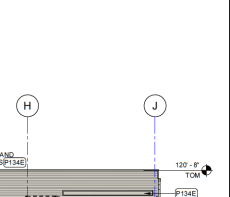
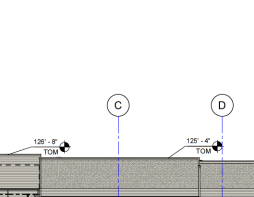
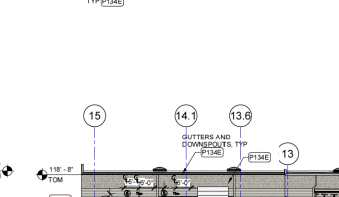
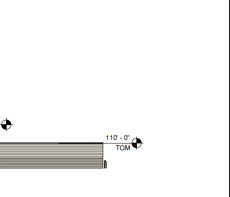
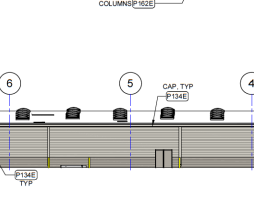
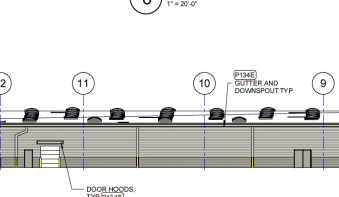
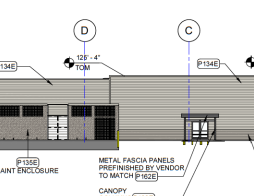
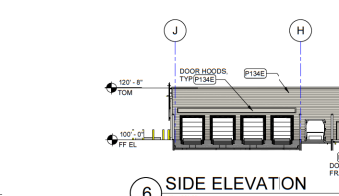
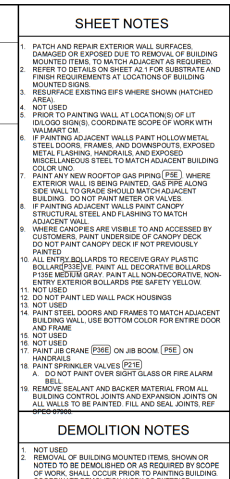
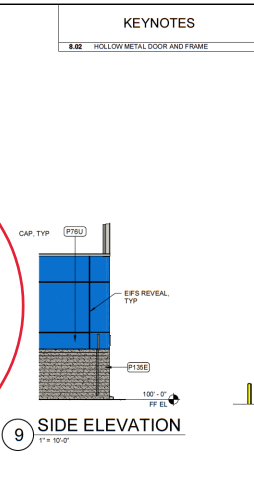
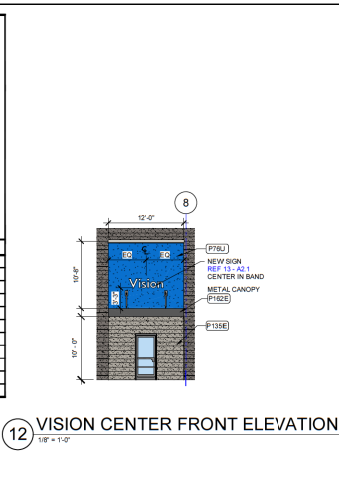
Chris Chaudoir

Community Development

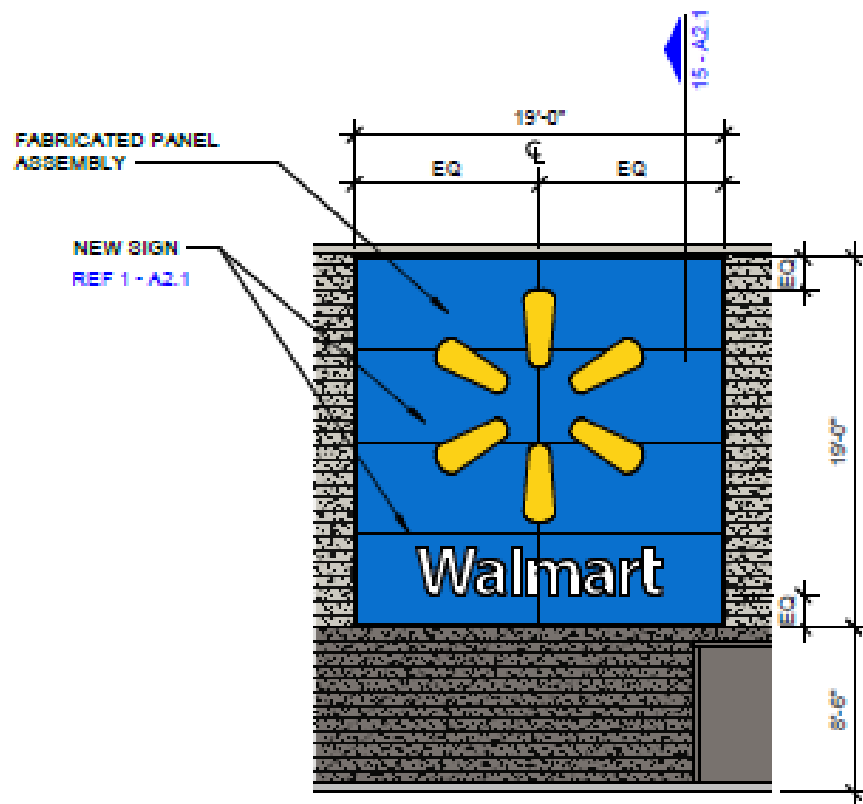
[chris.chaudoir@hickorycreek-tx.gov](mailto:chris.chaudoir@hickorycreek-tx.gov)

940-497-2528 main, 940-279-7047 direct

*City-close, lakeside living!*







TION

10

ENLARGED ELEVATION

1/8" = 1'-0"





TOWN OF HICKORY CREEK  
BOARD OF ADJUSTMENTS  
1075 RONALD REGAN AVE.  
HICKORY CREEK, TX 75065

06/26/2025

RE: WALMART SUPERCENTER #3286. 1035 HICKORY CREEK BOULEVARD, HICKORY CREEK, TX, PROPOSED EXTERIOR SIGN PACKAGE

Walmart is pursuing an updated sign package for Walmart Store #3286 located at 1035 Hickory Creek Boulevard, Hickory Creek, TX. A sign permit application was originally submitted for the attached sign package November 7, 2024. A letter of denial was provided by Chris Chaudoir on November 8, 2024. One sign within the package exceeds the height limit allowed per the sign ordinance section 3.08.010(b). At the time, the intent was to send in a letter of variance request to the Town of Hickory Creek. However, this process slipped through the cracks and was not accomplished. Unfortunately, there was also a lapse in communication between Cyntergy (the AOR) and the Sign Contractor, Turner Sign Systems, regarding the permit status. The signs were installed prior to confirmation regarding the status of the sign permit. We take full responsibility for not executing this process at the time of the original denial. Upon discovery, on 05/08/2025, we called and discussed the situation with Ms. Chaudoir. She graciously has requested we submit this letter to seek the sign variance. After further coordination regarding the actual signs installed, we are officially sending in this variance request. We truly appreciate the opportunity to attempt to come into full compliance with the ordinance as quickly and cooperatively as possible.

On behalf of Walmart, we are requesting a variance to allow the currently brand standard Walmart Main sign to be placed upon the building. The total height of the proposed Main Identity wall-attached sign(s) is a combination of two signs. The total height for combination signs is 19 feet 0 inches. This sign includes a 12 foot channel letter "Spark" sign installed directly above a channel letter "Walmart" sign. It is our understanding that a previous variance was filed and approved allowing the an 8' high horizontal version of the Walmart with "Spark" sign. The horizontal version included a channel letter Walmart sign with a channel letter 8 feet tall "Spark" sign.

We believe this variance request will not be detrimental to the property or persons in the neighborhood. The sign size is quite compatible with the scale of the building and is actually a smaller sign, square footage total, than the previous main sign. The location of the sign is in the center of the front façade of the building. The front façade of the building is approximately 600 LF from Hickory Drive Boulevard. The sign is also approximately 600 feet from a mobile home park located off of Point Vista Road. There is a high wooden privacy fence surrounding the mobile home park.

We appreciate your time reviewing and considering this variance request. Sincerely,

*Jennifer Cobbs C/O Cyntergy*

Jennifer Cobbs C/O Cyntergy  
Permitting Specialist  
918-346-6818, [permits@cyntergy.com](mailto:permits@cyntergy.com)

Attached Exhibit as follows:  
Sign Denial Letter with exhibits



## AGENDA INFORMATION SHEET

**MEETING DATE:** July 28, 2025

**AGENDA ITEMS:** Conduct a public hearing and discuss, consider and act on ordinance amending its comprehensive zoning ordinance and official zoning map by amending an existing planned development Ordinance No. 2020-08-857 for that certain tract of land legally described as A0915a M.E.P. & P.R.R. TR 15 (pt), 10.22 acres of land located in the 3000 Block of FM 2181; and establishing revised development standards.

**AGENDA ITEM  
SUMMARY:**

Victory Hickory Creek Development is proposing amending the current PD zoning designation to allow minor automotive repair on a maximum of 2 lots. Additionally, parking requirements for multi-tenant buildings shall be 1 space per 250 square feet. Minimum green space for the development shall not be less than 12% but the caliper and number of required trees shall be increased.

Date	Request	Meeting	Result
08/24/20	Annexation	Town Council	Approved
08/24/20	Zoning Designation	Town Council	Approved
03/16/21	Lennon Creek Final Plat	Planning and Zoning	Approval recommended
03/29/21	Lennon Creek Final Plat	Town Council	Approved
07/16/24	Lennon Creek II Preliminary Plat, Site Plan, Landscape Plan and Final Plat	Planning and Zoning	Extension granted per Local Government Code 212.009.
07/30/24	Lennon Creek II Preliminary Plat Lots 1-9	Planning and Zoning	Approval recommended
07/30/24	Lennon Creek II Site & Landscape Plan Lot 3, Block A	Planning and Zoning	Approval recommended
07/30/24	Lennon Creek II Final Plat Lot 3, Block A	Planning and Zoning	Approval recommended
08/05/24	Lennon Creek II Preliminary Plat Lots 1-9	Town Council	Approved
08/05/24	Lennon Creek II Site & Landscape Plan Lot 3, Block A	Town Council	Approved
08/05/24	Lennon Creek II Final Plat Lot 3, Block A	Town Council	Approved
01/21/25	Lennon Creek II Final Plat Lot 9, Block A	Planning and Zoning	Approval recommended contingent Half comments are addressed.
01/21/25	Lennon Creek II Site & Landscape Plan Lot 9, Block A	Planning and Zoning	Approval recommended with a vote of 4-2.
01/27/25	Lennon Creek II Final Plat Lot 9, Block A	Town Council	Approval
01/27/25	Lennon Creek II Site & Landscape Plan Lot 9, Block A	Town Council	Tabled
07/22/25	PD Zoning Amendment	Planning and Zoning	Approval recommended with a vote of 3-1 restricting minor automotive to Lots 2A and 8. Landscaping shall be installed along the rear lot lines of the development.

**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2025-07-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY AMENDING AN EXISTING PLANNED DEVELOPMENT ORDINANCE NO. 2020-08-857 A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS A0915A M.E.P. & P.R.R. TR 15 (PT), 10.22 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN; AS PD (PLANNED DEVELOPMENT); PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN AS PROVIDED FOR HEREIN; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE PLANNED DEVELOPMENT ZONING DISTRICT DESIGNATION FOR THE SUBJECT PROPERTY; PROVIDING REVISED DEVELOPMENT STANDARDS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the developer of 10.22 acres of land described on Exhibit "A" attached hereto and incorporated herein (the "Property"), has requested an amendment to Ordinance No. 2020-08-857.

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

**WHEREAS**, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of this Town, and after considering the information submitted at that public hearing and all other relevant information and materials, including the character of the Property and its suitability for particular uses and development, with a view of encouraging the most



appropriate use of the Property, the Town Council made a finding that the rezoning approved hereby accomplishes such objectives; and

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

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

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

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

### **SECTION 2** **FINDINGS**

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

### **SECTION 3** **AMENDMENT**

The Planned Development District Ordinance No. 2020-08-857 of the Town of Hickory Creek, Texas is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, definitions, phrases, and words are not amended by are hereby ratified and affirmed:

- A. The development standards for Planned Development Ordinance 2020-08-857 are being repealed and replaced with the development standards set forth on the attached Exhibit "B" and are incorporated herein as if copied in their entirety. Such development standards shall be adhered to in carrying out the development of the Property in accordance with this Ordinance and shall individually and collectively constitute conditions precedent to the granting of any Certificate of Occupancy and building permit for all structures within this Planned Development.

### **SECTION 4** **APPLICABLE REGULATIONS**

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

**SECTION 5**  
**ZONING MAP**

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

**SECTION 6**  
**CUMULATIVE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance.

**SECTION 7**  
**SAVINGS**

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

**SECTION 8**  
**SEVERABILITY**

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

**SECTION 9**  
**PENALTY**

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

**SECTION 10**  
**PUBLICATION**

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

**SECTION 11**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 12**  
**EFFECTIVE DATE**

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this 24<sup>th</sup> day of August, 2020.

---

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

ATTEST:

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

APPROVED AS TO FORM:

---

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

**Exhibit A**  
**Legal Description**

Being a 10.22 acre tract of land out of the M. E.P. & P. R.R. Co. Survey, Abstract No. 915, situated in the Town of Hickory Creek, Denton County, Texas, being the remainder of a called 10.22 acre tract of land conveyed to Victory At Hickory Creek, LLC by deed of record in Document Number 2024-109434 of the Official Records of Denton County, Texas, also being all of Lennon II Addition, Lot 3, Block A, a subdivision of record in Document Number 2025-42 of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at an aluminum TXDOT monument found in the south right-of-way line of Teasley Drive (F.M. Road 2181 – right-of-way width varies), being the southeast corner of a called 1.0852 acre tract of land conveyed as Parcel 115 to State of Texas by deed of record in Document Number 2010-58857 of said Official Records, also being the southwest corner of a called 0.7892 acre tract of land conveyed as Parcel 120 to State of Texas by deed of record in Document Number 2010-103394 of said Official Records, and being the northeast corner of said 10.22 acre tract;

**THENCE**, S01°24'30"E, leaving the south right-of-way line of Teasley Drive, along the east line of said 10.22 acre tract, a distance of 259.73 feet to a mag nail set in a stone retaining wall at the northeast corner of Block B of Lennon Creek Addition, a subdivision of record in Document Number 2021-445 of said Plat Records, being the southeast corner of said 10.22 acre tract;

**THENCE**, S88°33'59"W, along the north line of said Block B of Lennon Creek Addition, being the common south line of said 10.22 acre tract, and in part being the common south line of said Lennon II Addition, Lot 3, Block A, a distance of 1,523.60 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the east right-of-way line of Parkridge Drive (right-of-way width varies), being the common east line of a called 0.4564 acre tract of land conveyed as Parcel 5 to City of Corinth by deed of record in Document Number 2011-73088 of said Official Records, being the northwest corner of said Block B of Lennon Creek Addition and the southwest corner of said 10.22 acre tract;

**THENCE**, along the east right-of-way line of Parkridge Drive, being the common west line of said 10.22 acre tract, in part being the common east line of said Parcel 5, and in part being the common east line of said Parcel 115, the following five (5) courses and distances:

1. Along a non-tangent curve to the left, having a radius of 1,530.00 feet, a chord bearing of N18°32'53"W, a chord length of 21.34 feet, a delta angle of 00°47'56", an arc length of 21.34 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. Along a reverse curve to the right, having a radius of 590.50 feet, a chord bearing of N15°23'14"W, a chord length of 73.34 feet, a delta angle of 07°07'15", an arc length of 73.39 feet to a 5/8 inch iron rod with illegible yellow plastic cap found;
3. Along a reverse curve to the left, having a radius of 309.50 feet, a chord bearing of N17°22'40"W, a chord length of 59.87 feet, a delta angle of 11°06'03", an arc length of 59.96 feet to a 5/8 inch iron rod with yellow plastic cap stamped "TNP" found;

4. N22°58'09"W, a distance of 135.67 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
5. N25°23'11"W, a distance of 21.95 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the southwest end of a cutback line at the intersection of the east right-of-way line of Parkridge Drive and the south right-of-way line of Teasley Drive;

**THENCE**, N38°04'38"E, along said cutback line and the common northwest line of said 10.22 acre tract, a distance of 17.10 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northeast end of said cutback line;

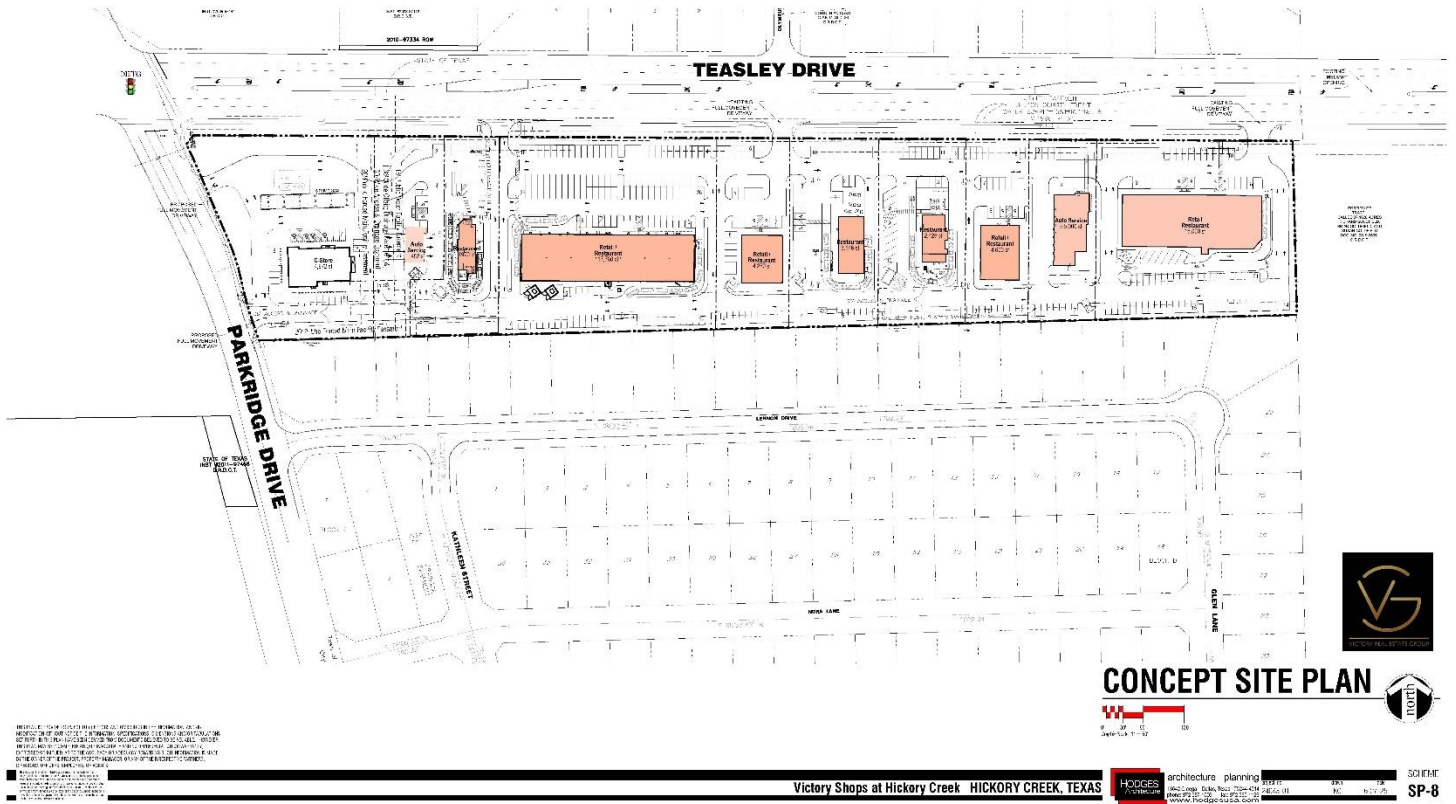
**THENCE**, S89°41'51"E, along the south right-of-way line of Teasley Drive, being the common south line of said Parcel 115, also being the common north line of said 10.22 acre tract, in part being the common north line of said Lennon II Addition, Lot 3, Block A, a distance of 1,612.70 feet to the **POINT OF BEGINNING** and containing an area of 10.22 acres (445,175 square feet) of land.

**Exhibit B**  
**Planned Development Standards**

All standards applicable to the C-1 Commercial District shall apply, including but not limited to permitted uses, building height, setbacks, lot coverage, and landscaping, unless modified herein.

- Minor automotive repair allowable on lots 2A and 8, for a maximum of two (2) lots within the boundary of the development. Such minor automotive repair uses shall be limited to services such as quick lube/oil changes, tire services and sales, automotive diagnostics, and general maintenance or repair services such as brake repair and replacement, tire rotation and balancing, alignment, battery replacement, and other similar maintenance or light repair services that do not involve overnight vehicle storage, bodywork, or major engine/transmission repair.
- Parking shall be one (1) parking space per 250 square feet of gross building area, within a multi-tenant building regardless of the specific tenant mix.
- The minimum required landscape or open space area for entire development shall not be less than twelve percent (12%). Landscaping along the rear lot lines of the development shall be required.
- All required trees shall be a minimum of four inches (4") in caliper at the time of planting, exceeding the Town's standard minimum of three inches (3").
- The total number of site trees required shall be increased by fifteen percent (15%) above the minimum number required by the Town's landscape code.

# Exhibit C Concept Plan





## AGENDA INFORMATION SHEET

**MEETING DATE:** July 28, 2025

**AGENDA ITEMS:** Consider and act on a site and landscape plan for the Lennon II Addition, Lot 9, Block A, being 1.798 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3280 block of FM 2181.

**AGENDA ITEM SUMMARY:** Site and landscape plan tabled by the Town Council at the January 27, 2025 council meeting.

Date	Request	Meeting	Result
08/24/20	Annexation	Town Council	Approved
08/24/20	Zoning Designation	Town Council	Approved
03/16/21	Lennon Creek Final Plat	Planning and Zoning	Approval recommended
03/29/21	Lennon Creek Final Plat	Town Council	Approved
07/16/24	Lennon Creek II Preliminary Plat, Site Plan, Landscape Plan and Final Plat	Planning and Zoning	Extension granted per Local Government Code 212.009.
07/30/24	Lennon Creek II Preliminary Plat Lots 1-9	Planning and Zoning	Approval recommended
07/30/24	Lennon Creek II Site & Landscape Plan Lot 3, Block A	Planning and Zoning	Approval recommended
07/30/24	Lennon Creek II Final Plat Lot 3, Block A	Planning and Zoning	Approval recommended
08/05/24	Lennon Creek II Preliminary Plat Lots 1-9	Town Council	Approved
08/05/24	Lennon Creek II Site & Landscape Plan Lot 3, Block A	Town Council	Approved
08/05/24	Lennon Creek II Final Plat Lot 3, Block A	Town Council	Approved
01/21/25	Lennon Creek II Final Plat Lot 9, Block A	Planning and Zoning	Approval recommended contingent Halff comments are addressed.
01/21/25	Lennon Creek II Site & Landscape Plan Lot 9, Block A	Planning and Zoning	Approval recommended with a vote of 4-2.
01/27/25	Lennon Creek II Final Plat Lot 9, Block A	Town Council	Approved
01/27/25	Lennon Creek II Site & Landscape Plan Lot 9, Block A	Town Council	Tabled





July 22, 2025  
AVO 37638.200

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

**Re: Victory Phase 2 Hickory Creek (Lot 9, Block A – Lennon II Addition)  
Site Plan and Landscape Plan  
2<sup>nd</sup> Review – All Previous Comments Addressed**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Preliminary Plat, Site Plan and Landscape Plan application for Victory Hickory Creek, Lot 9, Block A Lennon II Addition on December 18, 2024. The surveyor is Eagle Surveying, LLC and the engineer is Claymoore Engineering. The owner is Victory Real Estate Group.

2<sup>nd</sup> Submittal Received: January 21, 2025

**Halff has reviewed the Site Plan and Landscape Plan and recommended contingent approval on February 11, 2025. As of July 22, 2025, all remaining comments have been addressed and Halff recommends approval of the Site Plan and Landscape Plan. Please note the Stormwater Management Plan and Drainage/Downstream Assessment is under review by separate letter, and acceptance of Site Plan and Landscape Plan should be contingent upon acceptance of a Preliminary Stormwater Management Plan.**

#### **General**

1. Refer to Town checklist markup for additional comments.  
1<sup>st</sup> Review Response: Acknowledged  
2<sup>nd</sup> Review: Addressed.
2. Refer to attached markups for all additional comments.  
1<sup>st</sup> Review Response: Acknowledged.  
2<sup>nd</sup> Review: Addressed.
3. Please address comments and markups on the attached markups and provide response letter and annotated responses on plans.  
1<sup>st</sup> Review Response: Acknowledged.  
2<sup>nd</sup> Review: Response Letter Provided. Annotated responses on plans not provided. Acceptance given.
4. Please address all comments and markups provided by LCMUA and LCFD on site plan by separate letter/plan markup. Town approval of site plan and landscape plan is contingent upon addressment and resolution of these entities' comments.  
2<sup>nd</sup> Review Response: All LCMUA and CLFD comments have been addressed.

### **Preliminary Plat**

1. Preliminary Plat was approved on July 25, 2024.

1<sup>st</sup> Review Response: Noted.

2<sup>nd</sup> Review: Addressed.

### **Site Plan**

1. For the Title Block in the lower right corner, please include the subdivision/addition name with lot and block number are missing, acreage needs to be revised to reflect the lot's acreage (not full block), and development name should be updated as appropriate.

1<sup>st</sup> Review Response: Title Block has been revised as requested.

2<sup>nd</sup> Review: Addressed.

2. Please consider relocation of the two handicap parking spaces across the front drive/fire lane. See Markup.

1<sup>st</sup> Review Response: ADA spaces have been relocated as requested.

2<sup>nd</sup> Review: Addressed.

3. Please include minimum building setback lines for side lot per Zoning Ordinance requirements.

1<sup>st</sup> Review Response: Side lot setback has been added.

2<sup>nd</sup> Review: Addressed.

4. Please verify the designated delivery or loading and unloading area (i.e. delivery/freight trucks), the current note appears to be pulled from the Phase 1 site plan and is inaccurate for this site's layout.

1<sup>st</sup> Review Response: Note has been updated for this site.

2<sup>nd</sup> Review: Addressed.

5. Please provide the size, location, dimensions and details of all signs and exterior lighting of signs, including type of standards, locations and radius of light and intensity of foot-candles. If none, please confirm. Building elevations show lighting for building. All signage and exterior building lighting is subject to approval by the Building Inspections Department.

1<sup>st</sup> Review Response: Acknowledged. Sign, lighting, and exterior building lighting plans will be submitted during building permitting by Architect.

2<sup>nd</sup> Review: Addressed.

6. Please include location and sizes of storm drains, culverts, inlets and other drainage features on or adjacent to the site.

1<sup>st</sup> Review Response: Existing storm drain and proposed storm structures have been shown on updated plan.

2<sup>nd</sup> Review: Addressed.

7. Please include locations, widths, and types of all existing and proposed easements.

1<sup>st</sup> Review Response: Existing and proposed easements are shown on the plan.

2<sup>nd</sup> review Response: Addressed.

8. Per Article XIII, Section 3(2), "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 a minimum of eight feet in height, fully opaque, and constructed of 100 percent masonry materials." Please include such barrier along the southern site/lot boundary to at least the extent of proposed construction (including fire lane/access drives). Refer to markup.

1<sup>st</sup> Review Response: 8 foot height wall has been called out and will be by separate permit.

2<sup>nd</sup> Review: Addressed.

9. All work within TxDOT right-of-way (ROW) will require a permit/approval from TxDOT. Please consult the Denton Area Office for permit requirements.

1<sup>st</sup> Review Response: Work within TxDOT right of way will be coordinated with the Denton office.

2<sup>nd</sup> Review: Addressed.

10. Please include a drive lane extension stub at the northeastern end of the lot for future connection to adjoining commercial property to the east.

1<sup>st</sup> Review Response: Discussion with Developer and adjacent land owner are currently ongoing for coordination of connection point.

2<sup>nd</sup> Review: Comment partially addressed. Regardless of location, future connection/extension stub to abutting eastern property will be required. Please update once agreement has been made.

2<sup>nd</sup> Review Response: Off-site Drainage Easements have had exhibits created and are being executed between developer and abutting property owner.

11. As in the previous Phase of this development for Lot 3, Town Engineer expresses concern to having dual, drive-thru lanes on either side of the building, which may create a cyclical queuing effect in busy hours or for high-demand restaurants/businesses. Best practice is to locate drive-in/drive-thru lane facilities that do not impede vehicular traffic flow or pedestrian movement and safety. Current layout may force cars to queue in front of parking spaces, including possible blocking of handicap spaces, and along the fire lane (front lot) and dumpster pad (back lot) and potentially impede traffic flow and pedestrian movement/safety. Request developer/engineer address this concern, show data on queue lanes provided being sufficient or provide information on the expected restaurant user/business popularity.

1<sup>st</sup> Review Response: Pedestrian cut thru has been eliminated to help alleviate concern of traffic. Drive-thru lanes have sufficient lengths to provide adequate stacking.

2<sup>nd</sup> Review: Addressed.

### **Tree Preservation and Landscape Plan**

1. Please show and label all screening walls, fences, retaining walls, headlight screens and service area screens, including heights and types, as needed on the Landscape Plan. Refer to Site Plan comment regarding required masonry screen wall along southern boundary.

1<sup>st</sup> Review Response: Walls have been coordinated with Site Plan and shown on Landscape plan.

2<sup>nd</sup> Review: Addressed.

2. Please correct discrepancy in dumpster enclosure height between the site plan and landscape plan.

1<sup>st</sup> Review response: Dumpster height has been coordinated with Site Plan.

2<sup>nd</sup> Review: Addressed.

3. Please update the quantity of trees shown in the plant material tables vs what is shown in the plan and called for in "Trees Provided" section.

1<sup>st</sup> Review Response: Quantity of trees has been updated.

2<sup>nd</sup> Review: Addressed.

4. Please see markups for comment requesting confirmation there is no site distance issue with trees and shrubs at the exit of the south/eastern drive thru lane.

1<sup>st</sup> Review Response: Acknowledged, no site distance issue with landscaping.

2<sup>nd</sup> Review: Addressed.



Sincerely,

**HALFF**

TBPELS Engineering Firm No. 312

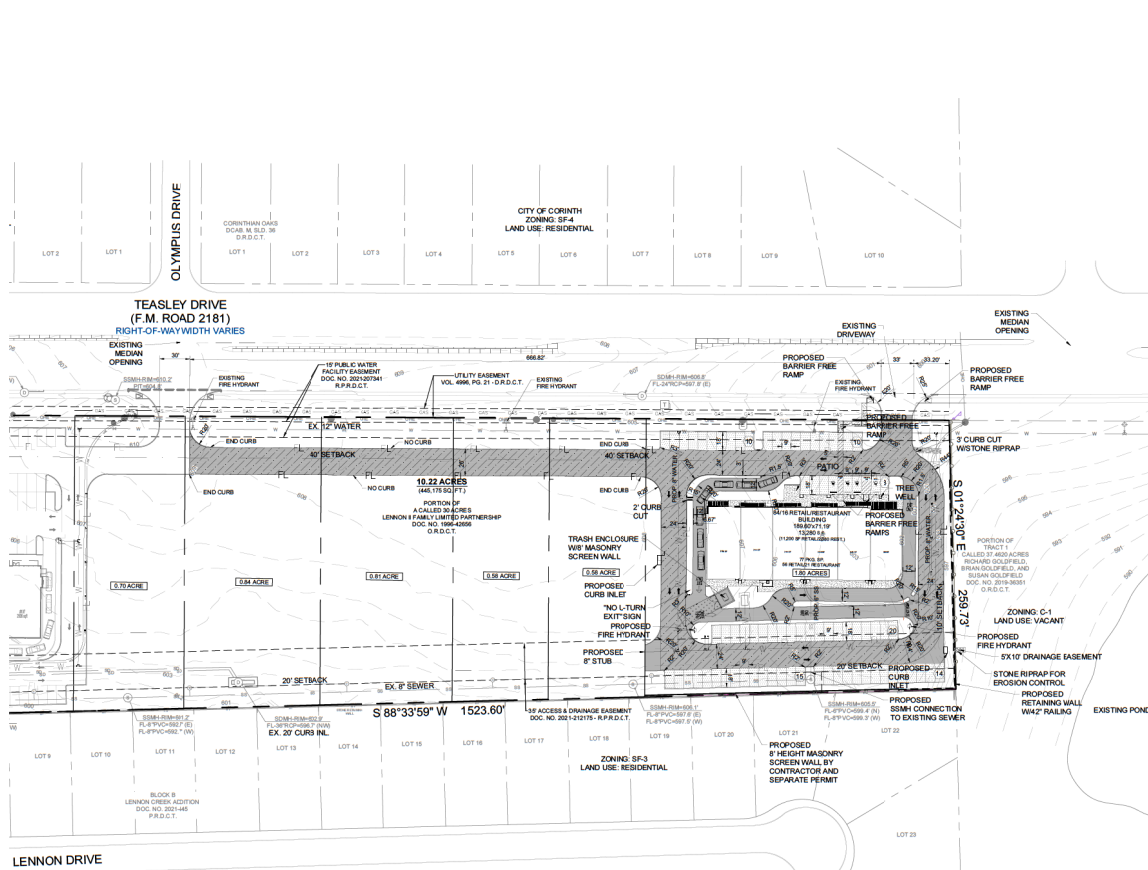
A handwritten signature in black ink, appearing to read "Kevin Gronwaldt", written over a horizontal line.

Kevin Gronwaldt, PE, LGPP  
Consulting Engineer for the Town of Hickory Creek

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

Attachment:

PLotted BY: DAN CASALERO  
PLOT DATE: 1/18/2025 10:51 AM  
LOCATION: Z:\PROJECTS\PROJECTS\2024-061 VICTORY REAL ESTATE GROUP VICTORY HICKORY CREEK\ADD SHEETS\PHASE 2 CIVIL\SP-1 SITE PLANDING  
LAST SAVED: 1/16/2025 4:52 PM



PARKING DATA TABLE	
PARKING REQUIRED	77 SPACES
1 SPACE PER 100 SF RESTAURANT, 1 SPACE PER 200 SF RETAIL	
PARKING PROVIDED	77 SPACES TOTAL
STANDARD PARKING SPACE	73 SPACES TOTAL
ADA PARKING SPACE	4 SPACES TOTAL

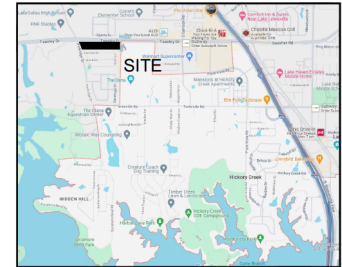
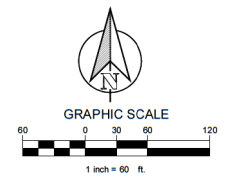
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°24'30" E	69.87'
L2	N 22°58'00" W	135.67'
L3	N 25°23'11" W	21.60'
L4	N 38°04'38" E	17.10'

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING
C1	21.34'	1530.00'	0°47'56"	N 18°32'53" W
C2	73.39'	660.69'	7°07'15"	N 12°23'14" W
C3	59.06'	309.59'	11°06'03"	N 17°22'40" W

- NOTES:
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
  - REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
  - AN EXTRA SACK OF CEMENT PER CUBIC YARD IS REQUIRED FOR ALL HAND POURS.
  - ALL RIGID PAVEMENT WITHIN THE TCWN RIGHT-OF-WAY OR UNDER A FIRE LANE SHALL BE PER TCWN STANDARDS AND DETAILS.
  - ALL HVAC UNITS TO BE ROOF MOUNTED.
  - LOADING AND DELIVERIES WILL BE MADE FROM THE MIDDLE DRIVE AND NOT BLOCK A FIRE LANE.

SITE DATA TABLE	
SITE AREA	1.80 AC (78,310 SF)
LEGAL DESCRIPTION	30 ACRES LENNON II FAMILY LIMITED PARTNERSHIP
EXISTING ZONING	C-1 COMMERCIAL
PROPOSED USE	RETAIL RESTAURANT
PROPOSED BUILDING AREA	13,280 SF
PROPOSED BUILDING HEIGHT	19' - 10"
FLOOR COVERAGE	16.96%
FLOOR AREA RATIO	3.17: 1
IMPERVIOUS COVERAGE	62.53% SF (78.9%)

- NO FLOODPLAIN ON PROPERTY
- THIS DEVELOPMENT CONFORMS TO THE PREVIOUSLY APPROVED DOWNSTREAM ASSESSMENT AND PROPOSES NO SUBSTANTIAL CHANGES OR DEVIATES FROM THE ACCEPTED DOWNSTREAM ASSESSMENT. ALL DRAINAGE IMPROVEMENTS ARE IN LINE WITH THE ASSUILT PLANS BY WEI.



LEGEND	
---	PROPERTY LINE
---	CURB & GUTTER
---	STANDARD DUTY CONCRETE PAVEMENT
---	HEAVY CONCRETE PAVEMENT
---	DUMPSTER DUTY CONCRETE PAVEMENT
---	CONCRETE SIDEWALK PAVEMENT
---	FIRE LANE PAVEMENT
---	PROPOSED FULL DEPTH SAWCUT
---	PROPOSED PARKING COUNTS

**DEVELOPER**  
VICTORY REAL ESTATE GROUP  
2911 TURTLE CREEK BLVD.  
SUITE #700  
DALLAS, TX 75219  
PH. 972.707.9555  
CONTACT: BRAD DEVALT

**ENGINEER**  
CLAYMOORE ENGINEERING  
1803 CENTRAL DR.  
SUITE #400  
BEDFORD, TX 76021  
PH. 817.281.0572  
CONTACT: DREW DONOSKY, PE  
EMAIL: DREW@CLAYMOOREENG.COM

**SURVEYOR**  
EAGLE SURVEYING, LLC  
210 SOUTH ELM STREET  
SUITE 104  
DENTON, TEXAS 76201  
PH. 940.222.3009

SITE PLAN		
VICTORY PHASE 2 RETAIL		
1.80 ACRES LOT 9, BLOCK A		
BEING A PORTION OF A CALLED 30 ACRE TRACT OF LAND CONVEYED TO LENNON II LIMITED PARTNERSHIP BY DEED RECORDED IN DOC. NO. 1996-42666 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS		
TOWN	STATE	
HICKORY CREEK	TEXAS	
COUNTY	SURVEY	ABSTRACT NO.
DENTON	M.E.P. & P.R.R.	915



**RETAIL DEVELOPMENT**  
SEC TEASLEY DRIVE (FM2181) AND  
PARRIDGE DRIVE  
HICKORY CREEK, TEXAS

SITE PLAN

DESIGN: ASD  
DRAWN: ASD  
CHECKED: ASD  
DATE: 1/18/2025

SHEET  
SP-1

FILE NO: 2024-061



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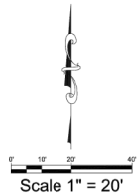
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CAL.	CONT.	SIZE
<b>TREES</b>						
	LT	6	Lagavstroemia x 'Torta' Japanese Grape Hydrangea Multi-Trunk	2" Cal.	Cont.	5' HT MIN OVERALL
	QV	6	Quercus virginiana Southern Live Oak	3" Cal.	Cont. or B4B	10'-12'
	CE	6	Ulmus crassifolia Cedar Elm	3" Cal.	Cont. or B4B	10'-12'
	AE	4	Ulmus parvifolia 'Emer II' Alice Lacebark Elm	3" Cal.	Cont. or B4B	10'-12'
<b>SHRUBS</b>						
	IB	50	Ilex cornuta 'Burfordii Nana' Dwarf Burford Holly	5 GAL.	36" OC	24" Min. Ht.
	LC	17	Loropetalum chinensis Chinese Fringe Flower	5 GAL.	36" OC	24" Min. Ht.
<b>GROUND COVERS</b>						
	CT	1,060 sq ft	Cynodon dactylon TIF 411 Bermuda Grass	seed	24" OC	Container Full
	LG	12	Ligustrum Ligustrum	1 gal	24" OC	Container Full

<p><b>ZONING:</b>          ADJACENT PARCELS ALSO TO EAST &amp; WEST HAVE C-COMMERCIAL ZONING          ADJACENT PARCELS TO SOUTH HAVE SF-3 RESIDENTIAL ZONING</p> <p><b>BUILDING FOOTPRINT:</b>          TOTAL SITE AREA:          DIA:          LANDSCAPE AREA REQUIRED:          LANDSCAPE AREA PROVIDED:          SITE TREES REQUIRED:          SITE TREES PROVIDED:</p>	<p><b>C-COMMERCIAL</b>          C-COMMERCIAL ZONING          RESIDENTIAL ZONING</p> <p>13,280 SF          1.80 AC (79,384 SF)          84,250 SF          11,907 SF (15% OF GROSS SITE AREA)          15,565 SF (18.3%)          16 TREES (10 TREES/AC)          22 TREES (ALL TREES ARE INCLUDED TO FULFILL A REQUIREMENT)</p>
<p><b>RIGHT OF WAY SCREENING TEASLEY LANE</b>          FRONTAGE LENGTH REQUIRED:          HEDGE REQUIRED:          HEDGE PROVIDED:</p>	<p>261' LT (NOT INCLUDING WIDTH OF DRIVEWAY)          MIN. 3' HIGH CONTINUOUS EVERGREEN SHRUBS          52 EVERGREEN S-RUBS, MIN 3' HT.</p>
<p><b>PARKING LOT LANDSCAPING</b>          QUANTITY OF PARKING SPACES:          INTERNAL ISLAND TREES REQUIRED:          INTERNAL ISLAND TREES PROVIDED:          INTERNAL ISLAND SHRUBS REQUIRED:          INTERNAL ISLAND SHRUBS PROVIDED:</p>	<p>76 PARKING SPACES          1 TREE PER 16 PARKING SPOTS (5 CANOPY TREES)          5 CANOPY TREES          15 TREES PER 5 PARKING SPOTS (16 SHRUBS)          16 SHRUBS</p>
<p><b>REFUSE CONTAINER SCREEN</b>          6' HEIGHT SCREEN REQUIRED:</p>	<p>SCREEN WALL PROVIDED</p>
<p><b>NO EXISTING TREES ON SITE</b></p>	

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDING AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED. (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE 'GENERAL GRADING AND PLANTING NOTES' AND SPECIFICATIONS).

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL, BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRP IRRIGATED. SOODED AND SEEDED AREAS SHALL BE IRRIGATED WITH SCHEDULED OR HEAD-ON IRRIGATION TO PREVENT SOODING.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ALL TURF AREAS, SENSORY CAPABLE VALVES, SENSORY CAPABLE ZONE CONTROLLERS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.





**QUALIFICATIONS OF LANDSCAPE CONTRACTOR**

ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE ARCHITECTURE. THE FIRM MUST HAVE:

1. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE CITY OF AUSTIN. THE LIST MUST BE SUBMITTED WITH THE BIDDING DOCUMENTS.

2. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY, FLORA AND CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE. THE CONTRACTOR SHALL BE LICENSED BY THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.

**B. SCOPE OF WORK**

WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, EQUIPMENT, TOOLS, SUPPLIES, TACKS AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE CONCEPTION, INSTALLATION AND COMPLETION OF ALL WORK SPECIFIED HEREIN AND/OR SHOWN ON THE PLANS.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS INCLUDING BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK. INCLUDING BUT NOT LIMITED TO THE FOLLOWING: THE TEXAS NURSERY AND FLORA ACT, THE TEXAS NURSERY AND FLORA CERTIFICATE ACT, TRANSPORTATION AND INSTALLATION OF MATERIALS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF CONSTRUCTION.

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2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.

2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.

INSPECTION AND ACCEPTANCE

1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.

2. IF THE INSPECTOR FINDS THE WORK ACCEPTABLE, THE OWNER SHALL SIGN THE INSPECTION REPORT. THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.

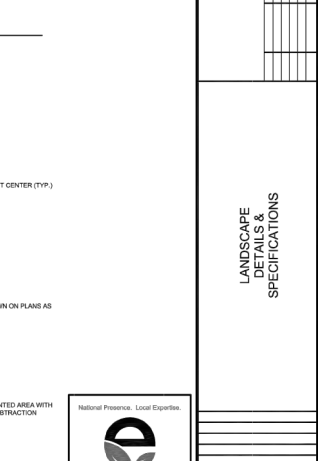
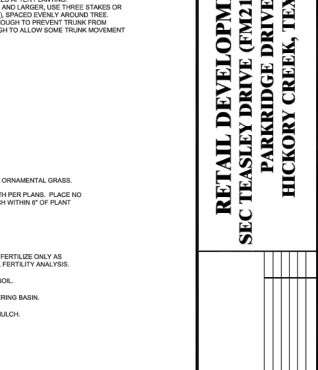
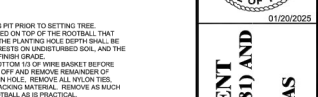
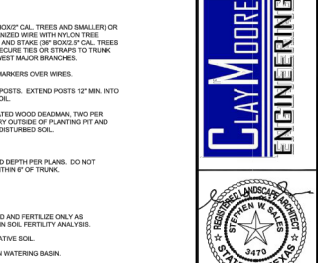
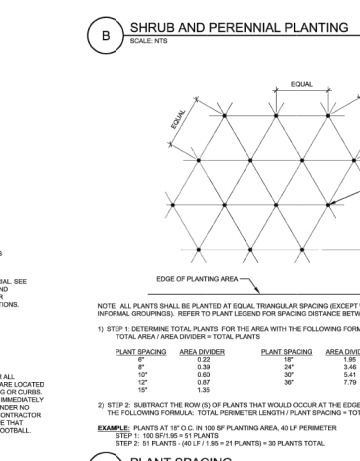
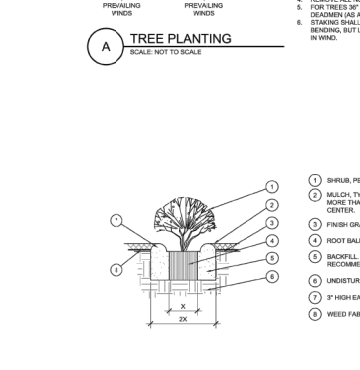
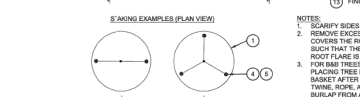
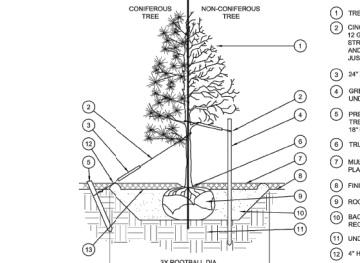
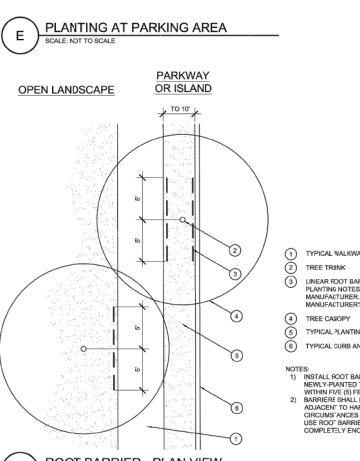
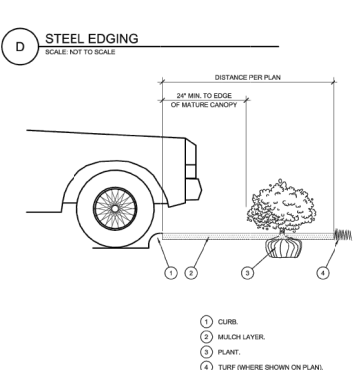
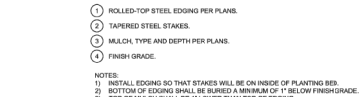
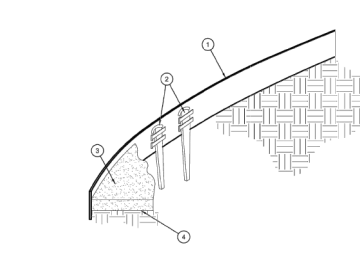
3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN INSPECTED AND ACCEPTED AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND

[illegible]

EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPLACE ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH DEGRADATE EFFICIENCY.

2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHICH HAVE DIED. PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.

L. PROVIDE A MINIMUM OF 20 COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. RECORD DRAWINGS ARE A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CORRECTIONS/CONSULTANT DRAWING MARKUPS.





July 18, 2025  
AVO 59433

John Smith  
Town Manager  
Town of Hickory Creek

**RE: I35 Green Ribbon Project – Bid 2025-01**

Dear John,

Bids for the I35 Green Ribbon Project were received and opened publicly on Tuesday, June 17, 2025. A total of four (4) bids were received. Below is a summary of the bids from low to high:

	Organization	Total Bid Amount
1	Central North Construction, LLC.	\$728,984.50
2	FAIN	\$762,924.73
3	C. Green Scaping, LP	\$808,938.60
4	ALLCC, LLC dba Perfect Finish	\$825,486.36

Central North Construction, LLC. was the low bidder and had a total bid of \$728,984.50. We checked each bid for errors and omissions. No errors were found. The Certified Bid Tabulation was provided to the City on Wednesday, June 25, 2025.

We reviewed Central North Construction, LLC., along with their qualifications.

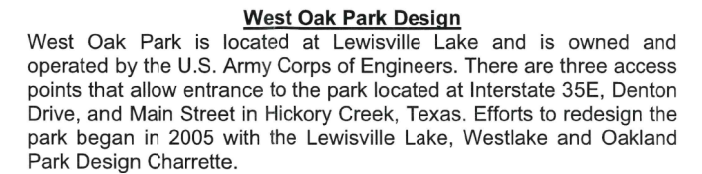
Based on TxDOT qualification requirements, we see no grounds to disqualify Central North Construction, LLC. from award of the I35 Green Ribbon Project – Bid 2025-01.

Sincerely,

A handwritten signature in blue ink, appearing to read "Layne Olivo", written over a light blue circular stamp.

Layne Olivo, PLA, CLARB





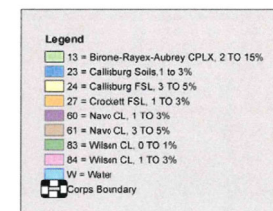
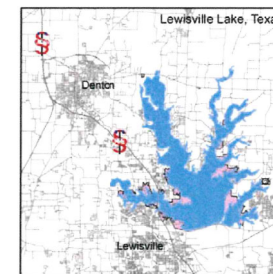
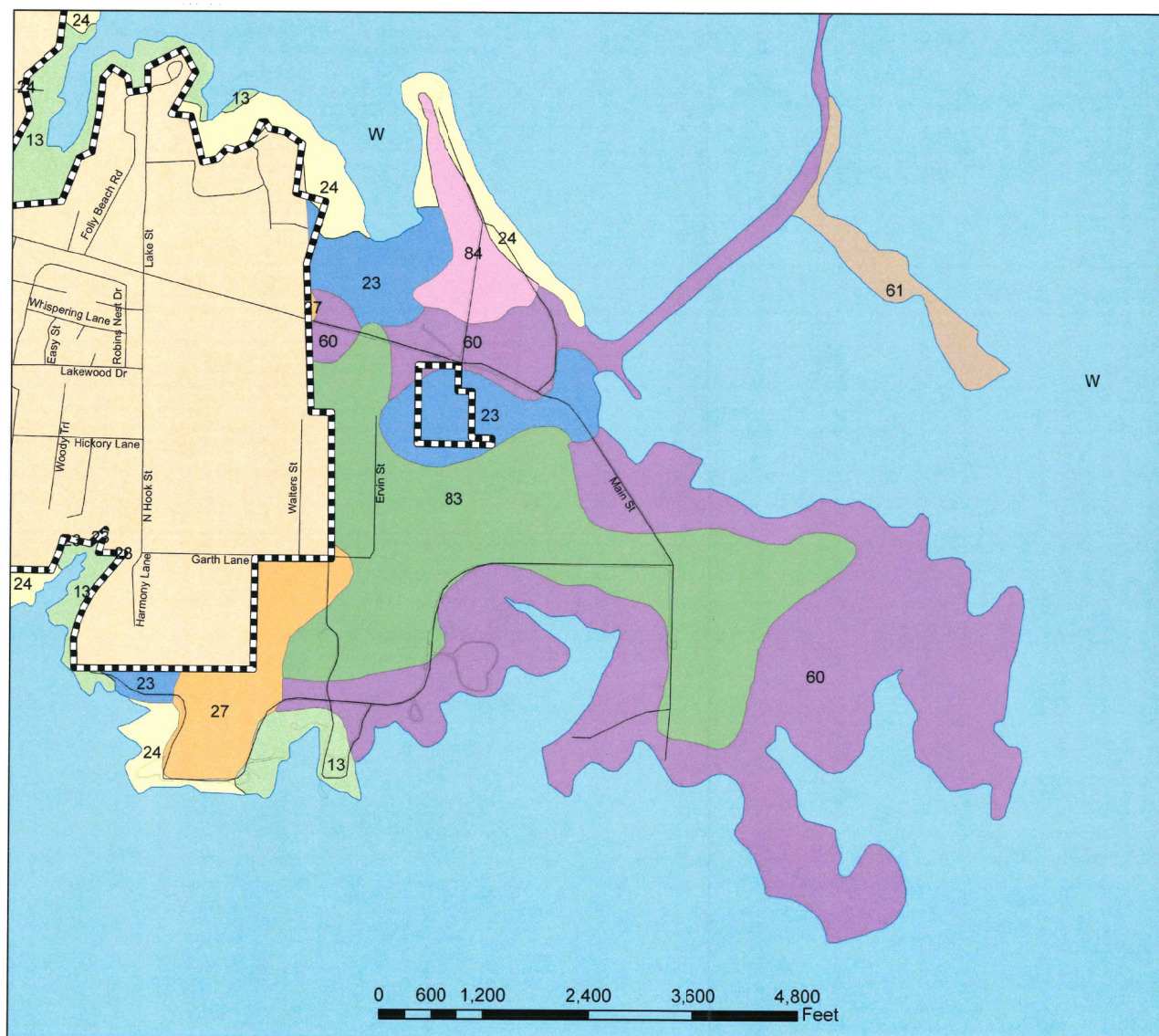
West Oak Park will be designed primarily as a controlled-access, multi-use, and day use area. Diverse, family-oriented recreation will be available for public use at fair market value. The Wildlife Management Area will remain protected, preserved, and will be restored where needed. Development of the park will be phased over a three to four year period based upon funding limitations.





## Design Guidelines

### West Oak Park – Soil Map







**West Oak – Current Construction**

1. Demolition Of Select Trees
2. Demolition Of Select And Existing Structures & Utilities
3. Grading & Construction Of Bypass Road
4. Grading & Construction Entry Road
5. Construction Of Gatehouse
6. Grading & Construction Of Host Site
7. Installation Of Utilities

**West Oak – Phased Construction**

1. Support Facilities
2. Group Facilities
3. Volunteer Village
4. Days Use & Swim Beach Areas
5. Fishing Piers
6. Trail Heads
7. Hike & Bike Trails













Gatehouse Complex			
Item No.	Activity	Quantity	Units
1	<b>Park Entry Signage</b> , installed and complete with all appurtenances	60	Lft.
2	<b>Entry Road (2 Way)</b> , installed and complete with all appurtenances	753	Lft.
3	<b>Bypass Road (2 Way)</b> , installed and complete with all appurtenances	3,640	Lft.
4	<b>Upright Concrete Curb</b> , installed and complete with all appurtenances	810	Lft.
5	<b>Gatehouse Parking</b> - 5 cars, installed and complete with all appurtenances	1,170	Sqft.
6	<b>Gatehouse Building</b> , installed and complete with all appurtenances	740	Sqft.
7	<b>Decorative Columns</b> , installed and complete with all appurtenances	44	Ea.
8	<b>Cantilever Gate</b> , installed and complete with all appurtenances	2	Ea.
9	<b>Swing Arm Gate</b> , installed and complete with all appurtenances	2	Ea.
10	<b>Split rail Fence</b> , installed and complete with all appurtenances	1,200	Lft.
11	<b>Host Site Road</b> , installed and complete with all appurtenances	534	Lft.
12	<b>Host Sites</b> with all appropriate site amenities, installed and complete with all appurtenances	4	Ea.
13	<b>Landscaping Enhancements</b> , installed and complete with all appurtenances	1	AC



## Design Guidelines

### West Oak Park – Bid Items

Special Event Area - Boat Ramp and Picnic Area			
Item No.	Activity	Quantity	Units
1	<b>Access Road (2 way) from bypass road to Boat Ramp</b> installed and complete with all appurtenances	1,800	Lft.
2	<b>Cantilever Gate</b> for safety closure, installed and complete with all appurtenances	1	Ea.
3	<b>Parking Lot</b> - 50 boat sites, 14 cars, installed and complete with all appurtenances	57,600	Sqft.
4	<b>Concrete Ramp</b> , installed and complete with all appurtenances	6,240	Sqft.
4	<b>Upright Concrete Curb</b> , installed and complete with all appurtenances	750	Lft.
5	<b>Courtesy Dock</b> , 3 sided access installed and complete with all appurtenances (\$50.00 lft.)	30	Lft.
6	<b>One Toilet Male &amp; Female Restroom</b> , installed and complete with all appurtenances (\$150.00 sqft)	200	Sqft.
7	<b>Picnic Shelter</b> , with all appropriate site amenities, installed and complete with all appurtenances	6	Ea.
8	<b>Crushed Granite Trail System</b> , installed and complete with all appurtenances (\$50.00 cy)	195	Cyd.
9	<b>Reclamation of Disturbed Areas</b> – re-vegetation to native grass – low maintenance	6	AC
10	<b>Rehab/mitigation of trees</b>	6	AC
11	<b>Landscaping Enhancements</b> , installed and complete with all appurtenances	3	AC



## Design Guidelines

### West Oak Park – Bid Items

Special Event Area - Secondary Pavilion & Event Center			
Item No.	Activity	Quantity	Units
1	<b>Access Road (2 way) from Multi-Use Fields to Picnic Point</b> , installed and complete with all appurtenances	4,200	Lft.
2	<b>Secondary Pavilion Parking</b> - 100 cars, installed and complete with all appurtenances	30,000	Sqft.
3	<b>Cantilever Gate</b> for safety closure, installed and complete with all appurtenances	2	Lft.
4	<b>Group Pavilions (3)</b> with all appropriate site amenities, installed and complete with all appurtenances	3	Ea.
5	<b>Crushed Granite Trail System</b> , installed and complete with all appurtenances	195	Cyd.
6	<b>Reclamation of Disturbed Areas</b> – re-vegetation to native grass – low maintenance	6	AC
7	<b>Rehab/mitigation of trees</b>	6	AC
8	<b>Landscaping Enhancements</b> , installed and complete with all appurtenances	3	AC

Special Event Area - Multi-Use Field Picnic Area			
Item No.	Activity	Quantity	Units
1	<b>Picnic Parking</b> - 74 cars, installed and complete with all appurtenances	24,000	Sqft.
2	<b>Cantilever Gate</b> for safety closure, installed and complete with all appurtenances	2	Ea.
3	<b>Picnic Shelter</b> , with all appropriate site amenities, installed and complete with all appurtenances	8	Ea.
4	<b>Playground</b> with all appropriate site amenities, installed and complete with all appurtenances	900	Sqft.
5	<b>Reclamation Of Disturbed Areas</b> – re-vegetation to native grass – low maintenance	6	AC
6	<b>Rehab/mitigation of trees</b>	6	AC
7	<b>Landscaping Enhancements</b> , installed and complete with all appurtenances	3	AC

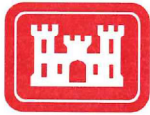




## Design Guidelines

### West Oak Park – Bid Items

Special Event Area - Primary Pavilion & Event Center			
Item No.	Activity	Quantity	Units
1	<b>Event Center Parking</b> - 280 cars, installed and complete with all appurtenances	84,000	Sqft.
2	<b>Cantilever Gate</b> for safety closure, installed and complete with all appurtenances	3	Ea.
3	<b>Group Pavilions (3)</b> with all appropriate site amenities, installed and complete with all appurtenances	3	Ea.
4	<b>Bathroom</b> , installed and complete with all appurtenances	1	Sqft.
5	<b>Major Pavilion</b> with all appropriate site amenities, installed and complete with all appurtenances	1	Sqft.
6	<b>Picnic Shelter</b> , with all appropriate site amenities, installed and complete with all appurtenances	3	Ea.
7	<b>Crushed Granite Trail System</b> , installed and complete with all appurtenances	195	Cyd.
8	<b>Fishing Pier with erosion control measures (1)</b> , installed and complete with all appurtenances	200	Lft.
9	<b>Reclamation Of Disturbed Areas</b> – re-vegetation to native grass – low maintenance	6	AC
10	<b>Rehab/mitigation of trees</b>	6	AC
11	<b>Landscaping Enhancements</b> , installed and complete with all appurtenances	3	AC



Special Event Area - Picnic Point & Lookout Tower			
Item No.	Activity	Quantity	Units
1	<b>Secondary Pavilion Parking</b> - 70 cars, installed and complete with all appurtenances	21,000	Sqft.
2	<b>Cantilever Gate</b> for safety closure, installed and complete with all appurtenances	1	Ea.
3	<b>Picnic Shelter</b> , with all appropriate site amenities, installed and complete with all appurtenances	11	Ea.
4	<b>Fishing Pier with erosion control measures (3)</b> , installed and complete with all appurtenances	400	Lft.
5	<b>Group Pavilions (1)</b> with all appropriate site amenities, installed and complete with all appurtenances	1	Ea.
6	<b>Lookout Tower</b> with all appropriate site amenities, installed and complete with all appurtenances	1	Ea.
7	<b>Reclamation Of Disturbed Areas</b> – re-vegetation to native grass – low maintenance	6	AC
8	<b>Rehab/mitigation of trees</b>	6	AC
9	<b>Landscaping Enhancements</b> , installed and complete with all appurtenances	3	AC

Beach Complex - Picnic Loop			
Item No.	Activity	Quantity	Units
1	<b>Access Road (2 way)</b> ,installed and complete with all appurtenances	800	Lft.
2	<b>Picnic Parking</b> - 23 cars, installed and complete with all appurtenances	4,140	Sqft.
3	<b>Cantilever Gate</b> for safety closure, installed and complete with all appurtenances	1	Ea.
4	<b>Picnic Shelter</b> , with all appropriate site amenities, installed and complete with all appurtenances	18	Ea.
5	<b>Concrete Walks</b> , installed and complete with all appurtenances	450	Lft.
6	<b>Reclamation Of Disturbed Areas</b> – re-vegetation to native grass – low maintenance	2	AC
7	<b>Rehab/mitigation of trees</b>	2	AC
8	<b>Landscaping Enhancements</b> , installed and complete with all appurtenances	1	AC



Beach Complex - Boat Ramp			
Item No.	Activity	Quantity	Units
1	<b>Access Road (2 way)</b> , installed and complete with all appurtenances	200	Lft.
2	<b>Cantilever Gate</b> for safety closure, installed and complete with all appurtenances	1	Ea.
3	<b>Parking Lot</b> - 50 boat sites, 14 cars, installed and complete with all appurtenances	57,600	Sqft.
4	<b>Upright Concrete Curb</b> , installed and complete with all appurtenances	750	Lft.
5	<b>Courtesy Dock</b> , 3 sided access installed and complete with all appurtenances (\$50.00 lft.)	30	Lft.
6	<b>One Toilet Male &amp; Female Restroom</b> , installed and complete with all appurtenances (\$150.00 sqft)	200	Sqft.
9	<b>Reclamation of disturbed areas</b> – re-vegetation to native grass – low maintenance	1	AC
10	<b>Rehab/mitigation of trees</b>	1	AC
11	<b>Landscaping Enhancements</b> , installed and complete with all appurtenances	1	AC





Beach Complex - Primary Pavilion & Event Center			
Item No.	Activity	Quantity	Units
1	<b>Access Road (2 way Main Road)</b> ,installed and complete with all appurtenances	1,400	Lft.
2	<b>Event Center Parking</b> - 117 cars, installed and complete with all appurtenances	45,000	Sqft.
3	<b>Cantilever Gate</b> for safety closure, installed and complete with all appurtenances	4	Ea.
4	<b>Group Pavilions</b> with all appropriate site amenities, installed and complete with all appurtenances	3	Ea.
5	<b>Bathroom</b> , installed and complete with all appurtenances	1	Ea.
6	<b>Playground</b> with all appropriate site amenities, installed and complete with all appurtenances	19,000	Sqft.
7	<b>Spray Park</b> with all appropriate site amenities, installed and complete with all appurtenances	7,300	Sqft.
8	<b>Picnic Shelter</b> , with all appropriate site amenities, installed and complete with all appurtenances	17	Ea.
9	<b>Concrete Walks</b> , installed and complete with all appurtenances	1,570	Lft.
10	<b>Swim Beach</b> , installed and complete with all appurtenances	34,700	Sqft.
11	<b>Outdoor Shower</b> , installed and complete with all appurtenances	4	Ea.
12	<b>Reclamation Of Disturbed Areas</b> – re-vegetation to native grass – low maintenance	6	AC
13	<b>Rehab/mitigation of trees</b>	6	AC
14	<b>Landscaping Enhancements</b> , installed and complete with all appurtenances	4	AC



Beach Complex - Secondary Pavilion			
Item No.	Activity	Quantity	Units
1	<b>Secondary Pavilion Parking</b> - 42 cars, installed and complete with all appurtenances	1,320	Sqft.
2	<b>Cantilever Gate</b> for safety closure, installed and complete with all appurtenances	2	Ea.
3	<b>Group Pavilions (3)</b> with all appropriate site amenities, installed and complete with all appurtenances	3	Ea.
4	<b>Concrete Walks</b> , installed and complete with all appurtenances	300	Lft.
5	<b>Reclamation Of Disturbed Areas</b> – re-vegetation to native grass – low maintenance	3	AC
6	<b>Rehab/mitigation of trees</b>	3	AC
7	<b>Landscaping Enhancements</b> , installed and complete with all appurtenances	1	AC



## Design Guidelines

### West Oak Park – Bid Items

Beach Complex - Trail Head Pavilion			
Item No.	Activity	Quantity	Units
1	<b>Access Road (2 way)</b> , installed and complete with all appurtenances	1,400	Lft.
2	<b>Secondary Pavilion Parking</b> - 65 cars, installed and complete with all appurtenances	1,320	Sqft.
3	<b>Cantilever Gate</b> for safety closure, installed and complete with all appurtenances	2	Ea.
4	<b>Playground</b> with all appropriate site amenities, installed and complete with all appurtenances	900	Sqft.
5	<b>Picnic Shelter</b> , with all appropriate site amenities, installed and complete with all appurtenances	13	Ea.
6	<b>Kiosk</b> with graphics, installed and complete with all appurtenances	1	Ea.
7	<b>Remodeling of Existing Bathroom</b> , installed and complete with all appurtenances	1	Ea.
8	<b>Group Pavilions (3)</b> with all appropriate site amenities, installed and complete with all appurtenances	3	Ea.
9	<b>Concrete Walks</b> , installed and complete with all appurtenances	800	Lft.
10	<b>Reclamation Of Disturbed Areas</b> – re-vegetation to native grass – low maintenance	3	AC
11	<b>Rehab/mitigation of trees</b>	3	AC
12	<b>Landscaping Enhancements</b> , installed and complete with all appurtenances	1	AC

**2025-2026**  
**Town of Hickory Creek**  
**Proposed Budget Notes**

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**REVENUE LINE ITEMS**

**4002 M&O – 1,934,972.00**

The amount represents the projected No New Revenue Rate for 2025 is 0.213328 for 2025. 2024 Adopted Tax Rate - 0.223060.

**4102 Building Permits - 150,000.00**

This number does not include any future subdivisions.

**4332 Investment Interest -200,000.00**

Utilizing funds will decrease investment revenue.

**4524 Fund Balance Reserve – 3,815,000.00**

Fund Balance Reserve utilized due to budgeting the following one time expenditures: Leisure Center 2,000,000.00; Denton County TRIP22 Projects 550,000.00, Phase 5 Sidewalk Extensions 650,000.00, Digital Monument Sign 65,000.00, Monument Sign Green Ribbon Project 100,000.00, Park Equipment 200,000.00, Trail Lighting 150,000.00 and Half Design Oakland Park 100,000.00

**4566 Interlocal Agreements- 213,680.00**

Interlocal agreements with City of Corinth, 143,198.00; Town of Shady Shores, 57,881.25; reflects a 5% increase; TxDOT, 12,060.00 is a fixed amount.

**4702 Sales Tax General Fund -2,387,897.00**

The amount represents an increase of 2.3%.

**EXPENSE LINE ITEMS**

**5012 Streets & Road Improvement – 650,000.00**

This line item includes Phase 5 Sidewalk Extensions.

**5022 Parks and Recreation Improvements – 2,450,000.00**

Hickory Creek Leisure Center. The Hickory Creek EDC will also contribute 2,000,000.00. Half Design Oakland Park 100,000.00, Park Equipment 200,000.00 and Trail Lighting 150,000.00.

**5026 Fleet Vehicles- 90,000.00**

Enterprise lease payments will cease due to purchasing four leased vehicles with an end lease date of 11/30/2025. 50,000 allocated for a motorcycle for the police department.

**5032 Denton County TRIP22 Projects -550,000.00**

The amount represents the Town's portion for Point Vista.

**5412 - 5418 Parks Corps of Engineers Expense - 155,000.00**

Budgeted amounts represent corps revenue that are restricted to corps parks only. Reference revenue line items 4508 Annual Park Passes; Arrowhead Park Fees; 4536 Point Vista Park Fees; Sycamore Bend Fees.

**5716 Beautification – 216,102.00**

Digital Sign 65,000.00 and Monument Sign Green Ribbon Project 100,000.00

**5840 Denton County Dispatch – 40,382.00**

Decrease of 4,801.00

**5842 Denton County MHMR – 3,200.00**

New request from county to participate in funding.

**5846 Span Transit Services – 20,00.00**

Span's CARES Act funds have been spent. Rate per trip for 2025-2026 will remain the same which is 21.96.

**5902 Bldg. Maintenance/Supplies – 200,000.00**

100,000 allocated for new HVAC system for the Animal Shelter.

**5910 Telecom- 17,800.00**

Decrease due to internet free of charge with Pavlov and reduced phone costs.



**Town of Hickory Creek  
2025-2026 Fiscal Year  
Proposed Budget**

		2024-25 FY Actuals as of 6/30/25	2024-25 FY Adopted Budget 8/26/24	2025-26 FY Proposed Budget	Variations from 2024-25 FY Adopted Budget
<b>Ad Valorem Tax Revenue</b>					
4002 M&O	1,645,695.96	1,748,098.06	1,785,273.00	1,934,972.00	
4004 M&O Penalties & Interest	7,497.56	5,790.79	4,500.00	4,500.00	
4006 Delinquent M&O	-4,232.25	1,186.43	1,000.00	1,000.00	
4008 I&S Debt Service	827,309.00	831,372.30	848,773.00	843,704.00	
4010 I&S Penalties & Interest	3,810.99	3,121.38	3,000.00	3,000.00	
4012 Delinquent I&S	-2,048.83	519.50	500.00	500.00	
<b>Total Ad Valorem Tax Revenue</b>	<b>2,478,032.43</b>	<b>2,590,088.46</b>	<b>2,643,046.00</b>	<b>2,787,676.00</b>	<b>5.47%</b>
<b>Building Department Revenue</b>					
4102 Building Permits	714,498.14	188,414.43	275,000.00	150,000.00	
4104 Certificate of Occupancy	6,500.00	3,000.00	3,500.00	3,000.00	
4106 Contractor Registration	5,700.00	4,500.00	2,500.00	3,500.00	
4108 Preliminary/ Final Plat	4,250.00	2,550.00	0.00	0.00	
4110 Preliminary/Final Site Plan	7,226.00	15,500.00	0.00	0.00	
4112 Health Inspections	10,580.00	11,960.00	10,000.00	11,960.00	
4122 Septic Permits	2,125.00	250.00	2,000.00	500.00	
4124 Sign Permits	2,750.00	2,250.00	2,000.00	2,250.00	
4126 Special Use Permit	0.00	0.00	200.00	200.00	
4128 Variance Fee	2,750.00	2,042.00	1,500.00	1,500.00	
4130 Vendor Fee	925.00	325.00	550.00	325.00	
4132 Alarm Permit Fees	300.00	375.00	250.00	300.00	
<b>Total Building Department Revenue</b>	<b>757,604.14</b>	<b>231,166.43</b>	<b>297,500.00</b>	<b>173,535.00</b>	<b>-41.67%</b>
<b>Franchise Fee Revenue</b>					
4214 Electric	212,302.68	160,981.14	225,000.00	175,000.00	
4216 Gas	81,977.51	97,116.41	90,000.00	95,000.00	
4218 Telecom	31,703.78	20,008.82	30,000.00	23,500.00	
4220 Solid Waste	63,717.90	47,371.62	65,000.00	65,000.00	
<b>Total Franchise Fee Revenue</b>	<b>389,701.87</b>	<b>325,477.99</b>	<b>410,000.00</b>	<b>358,500.00</b>	<b>-12.56%</b>
<b>Interest Revenue</b>					
4330 General Fund Interest	51.93	51.02	25.00	25.00	
4332 Investment Interest	702,829.03	413,385.57	250,000.00	200,000.00	
<b>Total Interest Revenue</b>	<b>702,880.96</b>	<b>413,436.59</b>	<b>250,025.00</b>	<b>200,025.00</b>	<b>-20.00%</b>

**Town of Hickory Creek  
2025-2026 Fiscal Year  
Proposed Budget**

		2024-25 FY Actuals as of 6/30/25	2024-25 FY Adopted Budget 8/26/24	2025-26 FY Proposed Budget	Variations from 2024-25 FY Adopted Budget
<b>Interlocal Revenue</b>	<b>2023-24 FY Actuals</b>				
4402 Corp Contract Current Year	64,215.04	18,912.96	64,215.00	64,215.00	
<b>Total Interlocal Revenue</b>	<b>64,215.04</b>	<b>18,912.96</b>	<b>64,215.00</b>	<b>64,215.00</b>	<b>0.00%</b>
<b>Miscellaneous Revenue</b>					
4502 Animal Adoption & Impound	21,325.48	7,167.00	23,500.00	4,000.00	
4506 Animal Shelter Donations	1,155.35	3,022.78	1,000.00	2,000.00	
4508 Annual Park Passes	27,803.60	32,908.60	30,000.00	55,000.00	
4510 Arrowhead Park Fees	100,138.75	37,282.00	40,000.00	50,000.00	
4512 Beer & Wine Permit	60.00	60.00	150.00	150.00	
4516 Corp Parks Fund Reserve	0.00	0.00	0.00	0.00	
4518 Drug Forfeiture	12,717.42	0.00	0.00	0.00	
4520 Drug Seizure	1,972.88	0.00	0.00	0.00	
4524 Fund Balance Reserve	0.00	0.00	3,322,563.00	3,815,000.00	
4526 Mineral Rights	388.48	389.21	500.00	0.00	
4530 Other Receivables	132,749.25	79,178.82	75,000.00	50,000.00	
4534 PD State Training	3,318.33	3,050.25	0.00	0.00	
4536 Point Vista Park Fees	14,989.25	7,865.00	9,000.00	8,000.00	
4546 Street Improvement Restricted	0.00	0.00	0.00	0.00	
4550 Sycamore Bend Park Fees	46,158.24	28,811.80	30,000.00	42,000.00	
4554 Building Security Fund Reserve	0.00	0.00	0.00	0.00	
4556 Court Technology Fund Reserve	0.00	0.00	0.00	0.00	
4558 Harbor Lane/Sycamore Bend	1,750.00	0.00	0.00	0.00	
4560 2020 CO Proceeds	0.00	0.00	1,368,089.00	Delete	
4562 Coronavirus Local Recovery	0.00	0.00	0.00	Delete	
4564 Task Force Forfeiture	0.00	116,585.44	0.00	0.00	
4566 Interlocal Agreements	198,467.24	199,545.12	205,000.00	213,680.00	
4568 Opioid Settlements	1,008.22	4,918.64	0.00	0.00	
<b>Total Miscellaneous Revenue</b>	<b>564,002.49</b>	<b>520,784.66</b>	<b>5,104,802.00</b>	<b>4,239,830.00</b>	<b>-16.94%</b>

**Town of Hickory Creek  
2025-2026 Fiscal Year  
Proposed Budget**

		2024-25 FY Actuals as of 6/30/25	2024-25 FY Adopted Budget 8/26/24	2025-26 FY Proposed Budget	Variations from 2024-25 FY Adopted Budget
<b>Municipal Court Revenue</b>	<b>2023-24 FY Actuals</b>				
4602 Building Security Fee	18,527.31	12,939.96	18,023.00	25-26 Deletion	
4604 Citations	586,227.52	440,265.64	550,000.00	600,000.00	
4606 Court Technology	15,044.50	10,672.90	15,936.00	25-26 Deletion	
4608 Jury Fee	552.89	265.02	200.00	200.00	
4610 Truancy Fee	18,540.36	13,267.92	0.00	0.00	
4612 State Court Costs	301,330.52	210,709.98	311,060.00	339,360.00	
4614 Child Safety Fees	372.94	200.00	800.00	800.00	
4616 CBSTF	25-26 Addition	25-26 Addition	25-26 Addition	37,080.00	
<b>Total Municipal Court Revenue</b>	<b>940,596.04</b>	<b>688,321.42</b>	<b>896,019.00</b>	<b>977,440.00</b>	<b>9.09%</b>
<b>Sales Tax Revenue</b>					
4702 Sales Tax General Fund	2,222,654.16	1,799,169.74	2,333,625.00	2,387,897.00	
4706 Sales Tax 4B Corporation	317,522.04	257,024.26	333,375.00	341,128.00	
4708 Sales Tax Mixed Beverage	40,490.05	28,522.75	38,000.00	38,000.00	
4710 Hotel Occupancy Tax	6,084.78	4,069.11	5,000.00	5,000.00	
<b>Total Sales Tax Revenue</b>	<b>2,586,751.03</b>	<b>2,088,785.86</b>	<b>2,710,000.00</b>	<b>2,772,025.00</b>	<b>2.3%</b>
<b>Total Revenue</b>	<b>8,483,784.00</b>	<b>6,876,974.37</b>	<b>12,375,607.00</b>	<b>11,573,246.00</b>	<b>-6.48%</b>

**Town of Hickory Creek  
2025-2026 Fiscal Year  
Proposed Budget**

		2024-25 FY Actuals as of 6/30/25	2024-25 FY Adopted Budget 8/26/24	2025-26 FY Proposed Budget	Variations from 2024-25 FY Adopted Budget
<b>Capital Outlay Expense</b>	<b>2023-24 FY Actuals</b>				
5010 Street Maintenance	7,390.59	10,219.30	25,000.00	25,000.00	
5012 Streets & Road Improvement	190,975.66	719,350.43	2,107,000.00	650,000.00	
5022 Parks and Rec Improvements	108,712.30	711,470.17	2,000,000.00	2,450,000.00	
5024 Public Safety Improvements	79,255.63	0.00	0.00	0.00	
5026 Fleet Vehicles	310,674.42	106,851.73	62,000.00	90,000.00	
5030 Broadband Initiative	204,195.38	0.00	0.00	Delete	
5032 Denton County TRIP22 Projects	-32,396.19	2,050,004.39	1,100,000.00	550,000.00	
5034 Animal Shelter Expansion	0.00	0.00	50,000.00	Delete	
<b>Total Capital Outlay</b>	<b>868,807.79</b>	<b>3,597,896.02</b>	<b>5,344,000.00</b>	<b>3,765,000.00</b>	<b>-29.55%</b>
<b>Debt Service Expense</b>					
5110 2015 Refunding Bond Series	317,291.66	314,700.00	314,875.00	311,218.00	
5112 2015 C.O. Series	272,641.69	276,700.00	276,875.00	275,218.00	
5114 2020 C.O. Series	255,791.65	256,350.00	257,025.00	257,268.00	
<b>Total Debt Service</b>	<b>845,725.00</b>	<b>847,750.00</b>	<b>848,775.00</b>	<b>843,704.00</b>	<b>-0.60%</b>
<b>General Government Expense</b>					
5202 Bank Service Charges	145.00	147.00	200.00	200.00	
5204 Books & Subscriptions	0.00	0.00	300.00	300.00	
5206 Computer Hardware/Software	45,491.99	34,848.30	60,000.00	60,000.00	
5208 Copier Rental	4,093.53	3,263.37	3,600.00	3,600.00	
5210 Dues & Memberships	3,091.46	3,208.45	3,500.00	3,800.00	
5212 EDC Tax Payment	317,537.01	257,033.26	333,375.00	341,128.00	
5214 Election Expenses	0.00	9,591.42	15,000.00	20,000.00	
5216 Volunteer/Staff Events	5,236.10	10,799.07	7,000.00	12,000.00	
5218 General Communications	28,315.08	25,015.06	32,000.00	32,000.00	
5222 Office Supplies & Equip.	2,000.31	1,151.03	3,000.00	3,000.00	
5224 Postage	10,374.47	3,144.70	7,000.00	5,000.00	
5226 Community Cause	2,273.60	3,509.82	2,000.00	3,500.00	
5228 Town Council/Board Expense	4,991.98	7,412.65	6,500.00	7,500.00	
5230 Training & Education	1,830.33	255.00	1,500.00	2,500.00	
5232 Travel Expense	109.73	1,536.12	1,500.00	2,500.00	
5234 Staff Uniforms	787.30	627.47	800.00	700.00	
5236 Transfer to Reserve	0.00	0.00	0.00	0.00	
<b>Total General Government</b>	<b>426,277.89</b>	<b>361,542.72</b>	<b>477,275.00</b>	<b>497,728.00</b>	<b>4.29%</b>

**Town of Hickory Creek  
2025-2026 Fiscal Year  
Proposed Budget**

		2024-25 FY Actuals as of 6/30/2025	2024-25 FY Adopted Budget 8/26/24	2025-26 FY Proposed Budget	Variations from 2024-25 FY Adopted Budget
<b>Municipal Court Expense</b>	<b>2023-24 FY Actuals</b>				
5302 Books & Subscriptions	80.21	0.00	100.00	100.00	
5304 Building Security	10,068.84	172.32	18,023.00	25-26 Deletion	
5306 CBSTF	25-26 Addition	25-26 Addition	25-26 Addition	37,080.00	
5312 Court Technology	8,672.05	39,208.23	15,963.00	25-26 Deletion	
5314 Dues & Memberships	205.00	50.00	150.00	200.00	
5318 Merchant Fees/Credit Cards	7,700.01	6,124.98	5,000.00	5,000.00	
5322 Office Supplies/Equipment	960.18	-29.80	100.00	750.00	
5324 State Court Costs	313,719.17	216,546.93	311,060.00	339,360.00	
5326 Training & Education	450.00	300.00	1,000.00	1,000.00	
5328 Travel Expense	0.00	0.00	1,000.00	1,000.00	
5332 Warrants Collected	-2,603.82	-1,447.89	2,500.00	2,500.00	
<b>Total Municipal Court</b>	<b>339,251.64</b>	<b>260,924.77</b>	<b>354,896.00</b>	<b>386,990.00</b>	<b>9.04%</b>
<b>Parks and Recreation Expense</b>					
5402 Events	658.75	0.00	1,500.00	1,500.00	
5408 Tanglewood Park	12,071.53	26,542.81	5,000.00	5,000.00	
5412 KHCB	200.00	200.00	500.00	500.00	
5414 Tree City USA	400.00	360.00	500.00	500.00	
5416 Town Hall Park	189.00	0.00	0.00	1,500.00	
<b>Total Parks and Recreation</b>	<b>13,519.28</b>	<b>27,102.81</b>	<b>7,500.00</b>	<b>9,000.00</b>	<b>20.00%</b>
<b>Parks Corps of Engineer Expense</b>					
5412 Arrowhead	38,086.17	27,151.89	39,000.00	20,000.00	
5414 Harbor Grove	3,667.98	2,823.90	10,500.00	4,500.00	
5416 Point Vista	11,524.55	7,126.41	15,500.00	12,000.00	
5418 Sycamore Bend	60,728.58	9,023.12	44,000.00	118,500.00	
<b>Total Parks Corps of Engineer</b>	<b>114,007.28</b>	<b>46,125.32</b>	<b>109,000.00</b>	<b>155,000.00</b>	<b>42.20%</b>

**Town of Hickory Creek  
2025-2026 Fiscal Year  
Proposed Budget**

		2024-25 FY Actuals as of 6/30/2025	2024-25 FY Adopted Budget 8/26/24	2025-26 FY Proposed Budget	Variations from 2024-25 FY Adopted Budget
<b>Personnel Expense</b>	<b>2023-24 FY Actuals</b>				
5502 Administration Wages	438,087.83	287,398.17	390,727.00	437,604.00	
5504 Municipal Court Wages	86,090.86	89,422.61	125,393.00	122,840.00	
5506 Police Wages	1,147,277.36	892,953.63	1,283,873.00	1,686,915.00	
5507 Police Overtime Wages	51,618.78	46,158.47	36,000.00	48,000.00	
5508 Public Works Wages	280,753.64	207,420.05	286,154.00	322,434.00	
5509 Public Works Overtime Wages	5,525.22	3,770.84	4,500.00	6,000.00	
5510 Health Insurance	238,185.91	187,598.06	286,225.00	314,848.00	
5512 Longevity	14,180.00	14,718.00	14,750.00	16,680.00	
5514 Payroll Expense	33,156.49	25,261.63	30,000.00	32,000.00	
5516 Employment Exams	1,692.50	3,160.32	2,500.00	2,500.00	
5518 Retirement (TMRs)	300,645.52	254,639.39	317,550.00	388,696.00	
5520 Unemployment (TWC)	3,268.30	2,427.99	3,000.00	3,500.00	
5522 Workman's Compensation	53,186.00	42,068.60	43,070.00	48,378.00	
5524 Contract Labor	24-25 Addition	0.00	30,000.00	30,000.00	
<b>Total Personnel</b>	<b>2,653,668.41</b>	<b>2,056,997.76</b>	<b>2,853,742.00</b>	<b>3,460,395.00</b>	<b>21.26%</b>
<b>Police Department Expense</b>					
5602 Auto Gas & Oil	61,134.08	38,839.31	50,000.00	50,000.00	
5606 Auto Maintenance & Repair	101,905.85	48,194.69	65,000.00	65,000.00	
5610 Books & Subscriptions	571.71	226.34	600.00	600.00	
5612 Computer Hardware/Software	69,076.25	69,529.37	75,500.00	75,000.00	
5614 Crime Lab Analysis	2,929.50	1,711.69	5,000.00	4,000.00	
5616 Drug Forfeiture	42,071.29	106,290.96	0.00	0.00	
5618 Dues & Memberships	0.00	125.00	500.00	500.00	
5626 Office Supplies/Equipment	1,769.04	1,749.73	2,000.00	2,000.00	
5630 Personnel Equipment	37,234.57	15,940.99	40,000.00	20,000.00	
5634 Travel Expense	1,351.14	679.08	1,500.00	1,500.00	
5636 Uniforms	11,811.91	13,442.06	12,000.00	12,000.00	
5640 Training & Education	8,153.42	23,351.11	15,000.00	15,000.00	
5644 Citizens on Patrol	0.00	0.00	100.00	500.00	
5646 Community Outreach	618.13	1,546.13	1,500.00	1,500.00	
5648 K9 Unit	1,645.03	1,728.58	3,500.00	3,500.00	
5650 Task Force Forfeiture	0.00	0.00	0.00	0.00	
<b>Total Police Department</b>	<b>340,271.92</b>	<b>323,355.04</b>	<b>272,200.00</b>	<b>251,100.00</b>	<b>-7.75%</b>

**Town of Hickory Creek  
2025-2026 Fiscal Year  
Proposed Budget**

<b>Public Works Department Expense</b>	<b>2023-24 FY Actuals</b>	<b>2024-25 FY Actuals as of 6/30/25</b>	<b>2024-25 FY Adopted Budget 8/26/24</b>	<b>2025-26 FY Proposed Budget</b>	<b>Variations from 2024-25 FY Adopted Budget</b>
5702 Animal Control Donation	697.61	0.00	1,000.00	2,000.00	
5704 Animal Control Equipment	3,018.64	1,015.52	2,500.00	2,000.00	
5706 Animal Control Supplies	9,041.10	5,029.41	5,000.00	5,000.00	
5708 Animal Control Vet Fees	15,464.99	15,377.52	25,000.00	18,500.00	
5710 Auto Gas & Oil	19,845.45	12,970.63	20,000.00	20,000.00	
5714 Auto Maintenance/Repair	22,424.29	11,305.17	10,000.00	15,000.00	
5716 Beautification	24,002.81	17,877.64	120,000.00	216,102.00	
5718 Computer Hardware/Software	6,914.23	5,030.53	3,500.00	3,500.00	
5720 Dues & Memberships	404.00	0.00	450.00	450.00	
5722 Equipment	-7,131.05	489.99	2,500.00	2,500.00	
5724 Equipment Maintenance	34,013.53	14,704.98	35,000.00	20,000.00	
5726 Equipment Rental	97.90	39.83	1,000.00	500.00	
5728 Equipment Supplies	5,231.49	6,332.81	5,000.00	5,000.00	
5732 Office Supplies/Equipment	1,651.17	718.85	1,750.00	1,500.00	
5734 Communications	4,394.86	2,836.05	3,800.00	4,500.00	
5738 Training	815.00	760.00	800.00	850.00	
5740 Travel Expense	28.15	1,195.16	2,000.00	2,000.00	
5742 Uniforms	1,997.38	3,575.39	2,800.00	2,500.00	
5748 Landscaping Services	69,735.03	67,460.69	90,000.00	90,000.00	
<b>Total Public Works Department</b>	<b>212,646.58</b>	<b>166,720.17</b>	<b>332,100.00</b>	<b>411,902.00</b>	<b>24.03%</b>

**Town of Hickory Creek  
2025-2026 Fiscal Year  
Proposed Budget**

<b>Services Expense</b>	<b>2023-24 FY Actuals</b>	<b>2024-25 FY Actuals as of 6/30/2025</b>	<b>2024-25 FY Adopted Budget 8/26/24</b>	<b>2025-26 FY Proposed Budget</b>	<b>Variations from 2024-25 FY Adopted Budget</b>
5802 Appraisal District	16,514.64	13,829.64	17,500.00	19,220.00	
5804 Attorney Fees	93,542.56	123,822.26	100,000.00	150,000.00	
5806 Audit	15,500.00	17,500.00	15,500.00	17,500.00	
5808 Codification	2,641.19	0.00	2,000.00	2,000.00	
5812 Document Management	0.00	0.00	750.00	750.00	
5814 Engineering	174,388.49	213,982.26	95,000.00	150,000.00	
5816 General Insurance	51,906.86	62,303.72	60,014.00	65,000.00	
5818 Inspections	60,141.00	32,217.50	42,000.00	42,000.00	
5820 Fire Service	970,692.00	728,020.00	970,692.00	970,692.00	
5822 Legal Notices/Advertising	1,827.90	3,160.58	2,000.00	4,000.00	
5824 Library Services	1,504.40	1,404.40	1,200.00	1,200.00	
5826 Municipal Judge	13,675.00	10,425.00	13,800.00	15,000.00	
5828 Printing	1,543.03	909.29	2,500.00	2,500.00	
5830 Tax Collection	2,979.00	3,056.00	3,500.00	4,000.00	
5832 Computer Technical Support	44,615.46	45,953.92	45,000.00	46,000.00	
5838 Denton County Children's Advocacy	0.00	0.00	3,780.00	2,400.00	
5840 Denton County Dispatch	38,508.00	0.00	45,183.00	40,382.00	
5842 Denton County MHMR	25-26 Addition	25-26 Addition	25-26 Addition	3,200.00	
5844 Helping Hands	0.00	0.00	200.00	25-26 Deletion	
5846 Span Transit Services	4,574.24	7,617.60	20,000.00	20,000.00	
5848 Recording Fees	470.00	95.00	500.00	500.00	
<b>Total Services</b>	<b>1,495,023.77</b>	<b>1,264,297.17</b>	<b>1,441,119.00</b>	<b>1,556,344.00</b>	<b>8.00%</b>
<b>Special Events</b>					
6012 Special Events	10,019.50	14,192.73	25,000.00	25,000.00	
<b>Total Special Events</b>	<b>10,019.50</b>	<b>14,192.73</b>	<b>25,000.00</b>	<b>25,000.00</b>	<b>0.00%</b>



**Town of Hickory Creek  
2025-2026 Fiscal Year  
Proposed Budget**

		2024-25 FY Actuals as of 6/30/2025	2024-25 FY Adopted Budget 8/26/24	2025-26 FY Proposed Budget	Variations from 2024-25 FY Adopted Budget
<b>Utilities &amp; Maintenance Expense</b>	<b>2023-24 FY Actuals</b>				
<b>5902 Bldg. Maintenance/Supplies</b>	135,297.29	92,046.55	185,000.00	200,000.00	
<b>5904 Electric</b>	27,409.70	20,502.04	27,000.00	25,000.00	
<b>5906 Gas</b>	2,711.05	2,878.43	3,000.00	3,000.00	
<b>5908 Street Lighting</b>	48,799.79	37,313.88	45,000.00	42,000.00	
<b>5910 Telecom</b>	42,751.66	14,607.53	25,000.00	17,800.00	
<b>5912 Water</b>	27,696.27	12,529.55	25,000.00	25,000.00	
<b>Total Utilities &amp; Maintenance</b>	<b>284,665.76</b>	<b>179,877.98</b>	<b>310,000.00</b>	<b>312,800.00</b>	<b>0.90%</b>
<b>Total Expense</b>	<b>7,603,884.82</b>	<b>9,146,782.49</b>	<b>12,375,607.00</b>	<b>11,674,963.00</b>	<b>-5.66%</b>
<b>Net Ordinary Income</b>	<b>879,899.18</b>	<b>(2,269,808.12)</b>	<b>0.00</b>	<b>(101,717.00)</b>	