



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, OCTOBER 27, 2025, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Proclamations

- [1.](#) November 1, 2025 as Arbor Day in the Town of Hickory Creek, Texas

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.

Informational Item

- [2.](#) Update and discussion regarding Town of Hickory Creek v. Ronald Furtick

Consent Agenda

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

- [3.](#) September 2025 Council Meeting Minutes
- [4.](#) September 2025 Financial Statements
- [5.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas to deny Oncor Electric Delivery Company LLC's proposed increase in revenue and its proposed changes to rates.
- [6.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby ratifying an agreement related to Drug Enforcement Administration HIDTA Dallas Task Force.
- [7.](#) Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement with Structured Technology Solutions, LLC, concerning information technology services.
- [8.](#) Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute a Municipal Maintenance Agreement and Amendment #1 by and between the Town of Hickory Creek and TxDOT.
- [9.](#) Consider and act on authorizing the Town Manager of the Town of Hickory Creek, Texas to execute a water well lease agreement with Cornelius Center Investors, LP.
- [10.](#) Consider and act on Denton County Bond Streets - Phase 1 Contract Amendment 8.
11. Consider and act on a site 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.
- [12.](#) Consider and act on reappointments to the Economic Development Corporation.

Regular Agenda

13. Ceremonial Oath of Office and Presentation of Badge to Officer Lina Vang-Meyer.
- [14.](#) Conduct a public hearing regarding an ordinance for the issuance of a Special Use Permit for non-emergent ambulance staging at 6060 S Stemmons Freeway Suite 100B and consider and act on the same. The legal description of the property is Lake Cities Polaris Addition, Blk A, Lot 1, Town of Hickory Creek, Denton County, Texas and zoned C-1 Commercial.
- [15.](#) Consider and act on a site and landscape plan for Walmart, located at 1035 Hickory Creek Boulevard. The property is legally described as Wal-Mart Addition, Block A, Lot 1R.
- [16.](#) 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 Bank OZK, 4400 FM 2181, Hickory Creek, Texas, that fails to comply with Hickory Creek Code of Ordinances, Chapter 3: Building Regulations, Article 3.08 Signs. Section 3.08.013 (k) (1).
- [17.](#) Consider and act on utilizing tree restoration funds to purchase and plant trees in various locations throughout the Town of Hickory Creek.

Executive Session

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

Section 551.071

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

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

Reconvene into Open Session

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

Future Agenda Items

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

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on October 21, 2025 at 4:00 p.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** In 1872, the Nebraska Board of Agriculture established a special day be set aside for the planting of trees, and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- WHEREAS,** Arbor Day is now observed throughout the nation and the world, and
- WHEREAS,** trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS,** trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal.
- NOW, THEREFORE,** I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim November 1, 2025, as Arbor Day, in the Town of Hickory Creek, Texas, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and
- FURTHER,** I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 27th day of October, 2025.

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, SEPTEMBER 15, 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 Nick Wohr

Councilmember Chris Gordon

Councilmember Ian Theodore

The following member was absent:

Councilmember Randy Gibbons

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Alex Crowley, 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 Gordon gave the invocation.

Proclamations

1. September 2025 as "United is The Way Month"

Mayor Clark proclaimed September 2025 as "United is The Way Month" in the Town of Hickory Creek.

Items of Community Interest

Lake Cities Chamber of Commerce held the Annual Rolling Into Fall Bicycle Rally on September 13, 2025. 270 riders participated. The Economic Development Corporation provided the medals for the event.

Hickory Creek's First Stage, the grand opening event for the amphitheater, will be held on October 18, 2025 from 6:00 p.m. to 8:00 p.m.

Public Comment

Mark Johns, 123 Lennon Drive, stated he works with a landscape and hardscape company. Today he went to the site of the proposed rezoning. One tree on the site might have been three-inch caliper and the rest look like Charlie Brown's Christmas tree. Nothing was planted in the rear of the development to provide a buffer zone. He is concerned lighting will affect the residents behind the development. The dirt stored on the property needs to be moved. It is important the developer follows through with things discussed in previous meetings.

Consent Agenda

2. August 2025 Council Meeting Minutes
3. August 2025 Financial Statements
4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a performance agreement by and between the Hickory Creek Economic Development Corporation, and the Town of Hickory Creek, Texas concerning construction of a recreation center authorized pursuant to Sections 505.152 of the Texas Local Government Code.
5. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, approving and authorizing the execution of the commercial contract - unimproved property, attached hereto as Exhibit "A" any and all documents necessary to acquire the approximately Block 1, Lot 5 of the International House of Pancakes Addition.
6. Consider and act on authorizing the Mayor to execute a construction agreement by and between the Town of Hickory Creek, Texas and Central North Construction, LLC. for IH35E Green Ribbon Project.
7. Consider and act on authorizing the Mayor to execute an independent contractor agreement by and between the Town of Hickory Creek and Freddy Calvert.

Motion made by Councilmember Gordon to approve consent agenda items 2 -7 as presented, Seconded by Councilmember Wohr.

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

Regular Agenda

8. 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.

John Smith, Town Manager, provided an overview of the request to amend the existing planned development ordinance.

Bobby Mendoza, EVP, Real Estate, Victory Group, provided an overview of the development and proposed changes to the conceptual site plan discussed at previous meetings.

Mayor Clark called the public hearing to order at 6:23 p.m.

Denine Taylor, 142 Lennon Drive, stated traffic noise can be 60-decibels. Due to the multiplication factor of decibels, a 70-decibel noise is 100 more times intense, and an 80-decibel noise would be 1,000 more times intense than 60-decibels. Power tools are generally 90-decibels. It takes 100 feet for decibels to reduce, and the automotive locations are planned within 50 feet of homes in her neighborhood. Even though the noise will not be constant it will be consistent. During the last meeting, the developer suggested seven drive- thrus if the automotive was not approved, that is a bit of an insult to her and the neighbors. The landscape the developer has proposed will be beautiful but will not reduce the noise. City of Corinth does not allow an automotive location within 300 feet of a residential property line.

Scott Leavelle, 142 Lennon Drive, stated the last time he spoke he was not comparing Hickory Creek to Grapevine. He was just merely sharing his experience as the assistant building official in Grapevine over the last seven years. He is still amazed that the development plans have gone through Planning and Zoning and Town Council without a dimensional landscape site plan that shows every tree, the location, the species and the caliber. Keep the C1 zoning that was approved and do not allow automotive. There is plenty of automotive within 3/10 of a mile.,

Mark Johns, 123 Lennon Drive, stated the inspector should check the caliper of the trees, they are not three-inch caliper. Lot 2 is now 2a and 2b which adds an additional lot. There is plenty of automotive in the area already. The developer states the commercial land was purchased quickly. The Town should not accommodate the developer by approving the rezoning request. The residents made a significant investment and knew the zoning before purchasing their homes.

With no one else wishing to speak, Mayor Clark closed the public hearing at 6:34 p.m.

Motion made by Councilmember Theodore to deny agenda item 8, an ordinance amending its comprehensive zoning ordinance and official zoning map by amending an existing planned development Ordinance No. 2020-08-857, Seconded by Councilmember Gordon. Voting Yea: Mayor Pro Tem Kenney, Councilmember Wohr, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

9. 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.

Motion made by Councilmember Wohr to approve the 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, Seconded by Councilmember Gordon.

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

10. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2025-2026 budget.

Motion made by Mayor Pro Tem Kenney to approve an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2025-2026 budget, Seconded by Councilmember Theodore.

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

11. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2025 Certified Tax Roll for the Town of Hickory Creek; approving the 2025 Ad Valorem Tax Rate and levying \$0.211205 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2025 and ending September 30, 2026. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; providing for a due date and delinquency date, providing for the collection and use of penalty and interest on delinquent taxes; directing the Tax Assessor/Collector to assess and collect Ad Valorem Property Taxes.

Motion made by Councilmember Theodore to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2025 Certified Tax Roll for the Town of Hickory Creek; approving the 2025 Ad Valorem Tax Rate and levying \$0.211205 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2025 and ending September 30, 2026, Seconded by Councilmember Gordon.

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

12. Consider and act on authorizing the Mayor to execute an Additional Services Confirmation to the Green Ribbon Agreement, rescinding and replacing the previous ACS approved by the Town Council on July 28, 2025.

Motion made by Councilmember Gordon to authorize the Mayor to execute an Additional Services Confirmation to the Green Ribbon Agreement, rescinding and replacing the previous ACS approved by the Town Council on July 28, 2025 in the amount of \$34,600.00, Seconded by Mayor Pro Tem Kenney.

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

13. Receive update from Councilmember Theodore, regarding Hickory Creek's First Stage, the grand opening event for the amphitheater, and discuss the same.

Councilmember Theodore updated the Town Council on Hickory Creek's First Stage event to be held on October 18, 2025, from 6:00 p.m. to 8:00 p.m. The Arts and Culture Board have held multiple meetings planning the event.

The event will have a variety of performances, ribbon cutting for the amphitheater facility, food and a sidewalk chalk event for kids.

14. Receive update from John Smith, Town Manager, regarding roadway projects and discuss same.

John Smith, Town Manager, updated the Town Council on the following roadway projects:

Harbor Lane and Garth Lane are completed. South Hook Street has an anticipated completion date of April 2026 but based on the work already completed it could be as early as February 2026. Point Vista Road plans are 95% complete and going out for bid in January 2026. Carlise Drive, a joint project with Denton County, City of Lake Dallas and Lake Cities Municipal Utility Authority, plans are 90% complete.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:23 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.

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

Reconvene into Open Session

The Town Council reconvened into open session at 7:46 p.m.

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

No action taken.

Future Agenda Items

The following items were requested: updates on Oakland Park and Pavlov Media.

Adjournment

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

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

The meeting did then stand adjourned at 7:47 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek
Balance Sheet
As of September 30, 2025

	Sep 30, 25
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	28,409.14
BOA - Drug Forfeiture	85,838.50
BOA - Drug Seizure	11.64
BOA - General Fund	176,665.50
BOA - Parks and Recreation	230,755.70
BOA - Payroll	510.00
BOA - Police State Training	5,193.21
Logic 2020 CO's	955.85
Logic Animal Shelter Facility	11,188.85
Logic Coronavirus Recovery Fund	55,033.59
Logic Harbor Ln-Sycamore Bend	93,889.49
Logic Investment Fund	10,281,456.00
Logic Turbeville Road	110,828.75
Parks and Recreation Deposit	2,104.00
Total Checking/Savings	11,082,840.22
Accounts Receivable	
Accounts Receivable	19,963.68
Municipal Court Payments	14,059.40
Total Accounts Receivable	34,023.08
Total Current Assets	11,116,863.30
TOTAL ASSETS	11,116,863.30
LIABILITIES & EQUITY	0.00

Town of Hickory Creek

Profit & Loss

September 2025

	Sep 25
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	4,308.76
4004 M&O Penalties & Interest	896.43
4006 Delinquent M&O	50.01
4008 I&S Debt Service	2,048.52
4010 I&S Penalties & Interest	417.24
4012 Delinquent I&S	25.19
Total Ad Valorem Tax Revenue	7,746.15
Building Department Revenue	
4102 Building Permits	9,326.00
4104 Certificate of Occupancy	500.00
4106 Contractor Registration	525.00
4110 Prelim/Final Site Plan	1,500.00
4112 Health Inspections	2,760.00
4130 Vendor Fee	225.00
Total Building Department Revenue	14,836.00
Franchise Fee Revenue	
4220 Solid Waste	18,225.36
Total Franchise Fee Revenue	18,225.36
Interest Revenue	
4330 General Fund Interest	3.92
4332 Investment Interest	37,534.08
Total Interest Revenue	37,538.00
Interlocal Revenue	
4402 Corp Contract Current Year	19,963.68
Total Interlocal Revenue	19,963.68
Miscellaneous Revenue	
4502 Animal Adoption & Impound	450.00
4506 Animal Shelter Donations	100.00
4508 Annual Park Passes	115.88
4510 Arrowhead Park Fees	4,535.00
4518 Drug Forfeiture	4,303.88
4530 Other Receivables	37,003.42
4536 Point Vista Park Fees	1,430.00
4550 Sycamore Bend Fees	2,576.40
Total Miscellaneous Revenue	50,514.58
Municipal Court Revenue	
4602 Building Security Fund	15.00
4604 Citations	54,374.67
4606 Court Technology Fund	20.00
4608 Jury Fund	35.54
4610 Truancy Fund	1,776.78
4612 State Court Costs	27,750.69
4614 Child Safety Fee	125.00
Total Municipal Court Revenue	84,097.68
Sales Tax Revenue	
4702 Sales Tax General Fund	210,131.94
4706 Sales Tax 4B Corporation	30,018.85
4708 Sales Tax Mixed Beverage	2,970.85
Total Sales Tax Revenue	243,121.64
Total Income	476,043.09

Town of Hickory Creek
Profit & Loss
September 2025

	Sep 25
Gross Profit	476,043.09
Expense	
Capital Outlay	
5010 Street Maintenance	421.00
5012 Streets & Road Improvement	77,920.40
5022 Parks and Rec Improvements	119,714.47
5026 Fleet Vehicles	3,087.78
5032 Denton County TRIP22	37,382.99
Total Capital Outlay	238,526.64
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	6,868.61
5208 Copier Rental	640.70
5210 Dues & Memberships	39.57
5212 EDC Tax Payment	30,019.85
5216 Volunteer/Staff Events	24.30
5218 General Communications	471.00
5222 Office Supplies & Equip.	40.48
5224 Postage	9.65
5226 Community Cause	270.18
5228 Town Council/Board Expense	280.39
Total General Government	38,679.73
Municipal Court	
5312 Court Technology	634.16
5318 Merchant Fees/Credit Cards	723.30
5322 Office Supplies/Equipment	88.54
5332 Warrants Collected	-145.57
Total Municipal Court	1,300.43
Parks and Recreation	
5408 Tanglewood Park	47.43
Total Parks and Recreation	47.43
Parks Corps of Engineer	
5432 Arrowhead	765.20
5434 Harbor Grove	19.18
5436 Point Vista	369.50
5438 Sycamore Bend	1,162.61
Total Parks Corps of Engineer	2,316.49
Personnel	
5502 Administration Wages	18,467.19
5504 Municipal Court Wages	8,436.80
5506 Police Wages	110,745.10
5507 Police Overtime Wages	10,491.50
5508 Public Works Wages	22,241.33
5509 Public Works Overtime Wage	7.13
5510 Health Insurance	23,999.46
5514 Payroll Expense	2,774.37
5518 Retirement (TMRS)	26,763.45
Total Personnel	223,926.33
Police Department	
5602 Auto Gas & Oil	5,429.11
5606 Auto Maintenance & Repair	7,391.60
5612 Computer Hardware/Software	1,815.28
5614 Crime Lab Analysis	667.61
5616 Drug Forfeiture	1,792.44
5618 Dues & Memberships	40.58
5626 Office Supplies/Equipment	2,483.37

Town of Hickory Creek
Profit & Loss
September 2025

	Sep 25
5630 Personnel Equipment	863.65
5636 Uniforms	2,100.31
5644 Citizens on Patrol	167.85
Total Police Department	22,751.80
Public Works Department	
5706 Animal Control Supplies	2,312.05
5710 Auto Gas & Oil	3,168.09
5714 Auto Maintenance/Repair	3,178.89
5716 Beautification	1,348.21
5724 Equipment Maintenance	217.70
5728 Equipment Supplies	527.56
5732 Office Supplies/Equipment	-64.76
5734 Communications	315.07
5742 Uniforms	451.91
5748 Landscaping Services	10,510.84
Total Public Works Department	21,965.56
Services	
5802 Appraisal District	4,609.88
5804 Attorney Fees	37,627.37
5814 Engineering	23,761.61
5818 Inspections	3,658.00
5822 Legal Notices/Advertising	863.80
5824 Library Services	283.60
5826 Municipal Judge	1,160.00
Total Services	71,964.26
Special Events	
6012 Special Events	2,514.65
Total Special Events	2,514.65
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	2,872.43
5904 Electric	2,722.53
5906 Gas	144.06
5908 Street Lighting	4,048.53
5910 Telecom	348.83
5912 Water	1,290.05
Total Utilities & Maintenance	11,426.43
Total Expense	635,419.75
Net Ordinary Income	-159,376.66
Net Income	-159,376.66

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2024 through September 2025

	Oct '24 - Sep 25	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,756,734.72	1,785,273.00	98.4%
4004 M&O Penalties & Interest	7,427.58	4,500.00	165.1%
4006 Delinquent M&O	303.85	1,000.00	30.4%
4008 I&S Debt Service	835,633.76	848,773.00	98.5%
4010 I&S Penalties & Interest	3,864.13	3,000.00	128.8%
4012 Delinquent I&S	-59.39	500.00	-11.9%
Total Ad Valorem Tax Revenue	2,603,904.65	2,643,046.00	98.5%
Building Department Revenue			
4102 Building Permits	228,958.70	275,000.00	83.3%
4104 Certificate of Occupancy	5,000.00	3,500.00	142.9%
4106 Contractor Registration	6,000.00	2,500.00	240.0%
4108 Preliminary/Final Plat	2,550.00	0.00	100.0%
4110 Prelim/Final Site Plan	17,000.00	0.00	100.0%
4112 Health Inspections	15,640.00	10,000.00	156.4%
4122 Septic Permits	250.00	2,000.00	12.5%
4124 Sign Permits	4,350.00	2,000.00	217.5%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	2,042.00	1,500.00	136.1%
4130 Vendor Fee	550.00	550.00	100.0%
4132 Alarm Permit Fees	525.00	250.00	210.0%
Total Building Department Revenue	282,865.70	297,500.00	95.1%
Franchise Fee Revenue			
4214 Electric	162,025.88	225,000.00	72.0%
4216 Gas	97,116.41	90,000.00	107.9%
4218 Telecom	32,526.83	30,000.00	108.4%
4220 Solid Waste	72,484.02	65,000.00	111.5%
Total Franchise Fee Revenue	364,153.14	410,000.00	88.8%
Interest Revenue			
4330 General Fund Interest	63.53	25.00	254.1%
4332 Investment Interest	527,266.95	250,000.00	210.9%
Total Interest Revenue	527,330.48	250,025.00	210.9%
Interlocal Revenue			
4402 Corp Contract Current Year	65,998.35	64,215.00	102.8%
Total Interlocal Revenue	65,998.35	64,215.00	102.8%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	8,712.00	23,500.00	37.1%
4506 Animal Shelter Donations	3,272.78	1,000.00	327.3%
4508 Annual Park Passes	34,257.74	30,000.00	114.2%
4510 Arrowhead Park Fees	56,848.00	40,000.00	142.1%
4512 Beer & Wine Permit	60.00	150.00	40.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	4,303.88	0.00	100.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	3,322,563.00	0.0%
4526 Mineral Rights	565.29	500.00	113.1%
4530 Other Receivables	154,501.91	75,000.00	206.0%
4534 PD State Training	3,050.25	0.00	100.0%
4536 Point Vista Park Fees	12,255.00	9,000.00	136.2%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	40,146.88	30,000.00	133.8%
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	138,021.76	0.00	100.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2024 through September 2025

	Oct '24 - Sep 25	Budget	% of Budget
4566 Interlocal Agreements	203,565.68	205,000.00	99.3%
4568 Opiod Settlements	4,918.64	0.00	100.0%
Total Miscellaneous Revenue	664,479.81	5,104,802.00	13.0%
Municipal Court Revenue			
4602 Building Security Fund	13,005.96	18,023.00	72.2%
4604 Citations	591,864.23	550,000.00	107.6%
4606 Court Technology Fund	10,744.90	15,936.00	67.4%
4608 Jury Fund	361.33	200.00	180.7%
4610 Truancy Fund	18,083.63	0.00	100.0%
4612 State Court Costs	285,659.00	311,060.00	91.8%
4614 Child Safety Fee	475.00	800.00	59.4%
4616 CBSTF	0.00	0.00	0.0%
Total Municipal Court Revenue	920,194.05	896,019.00	102.7%
Sales Tax Revenue			
4702 Sales Tax General Fund	2,489,554.20	2,333,625.00	106.7%
4706 Sales Tax 4B Corporation	355,650.62	333,375.00	106.7%
4708 Sales Tax Mixed Beverage	39,004.56	38,000.00	102.6%
4710 Hotel Occupancy Tax	5,868.68	5,000.00	117.4%
Sales Tax Revenue - Other	0.00	0.00	0.0%
Total Sales Tax Revenue	2,890,078.06	2,710,000.00	106.6%
Total Income	8,319,004.24	12,375,607.00	67.2%
Gross Profit	8,319,004.24	12,375,607.00	67.2%
Expense			
Capital Outlay			
5010 Street Maintenance	11,440.74	25,000.00	45.8%
5012 Streets & Road Improvement	926,722.99	2,107,000.00	44.0%
5022 Parks and Rec Improvements	871,423.28	2,000,000.00	43.6%
5024 Public Safety Improvements	2,254.86	0.00	100.0%
5026 Fleet Vehicles	116,658.07	62,000.00	188.2%
5030 Broadband Initiative	0.00	0.00	0.0%
5032 Denton County TRIP22	1,217,530.40	1,100,000.00	110.7%
5034 Animal Shelter Expansion	0.00	50,000.00	0.0%
Total Capital Outlay	3,146,030.34	5,344,000.00	58.9%
Debt Service			
5110 2015 Refunding Bond Series	315,916.66	314,875.00	100.3%
5112 2015 C.O. Series	277,916.67	276,875.00	100.4%
5114 2020 C.O. Series	257,016.67	257,025.00	100.0%
Total Debt Service	850,850.00	848,775.00	100.2%
General Government			
5202 Bank Service Charges	192.00	200.00	96.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	44,242.56	60,000.00	73.7%
5208 Copier Rental	4,674.06	3,600.00	129.8%
5210 Dues & Memberships	3,248.02	3,500.00	92.8%
5212 EDC Tax Payment	355,662.62	333,375.00	106.7%
5214 Election Expenses	9,591.42	15,000.00	63.9%
5216 Volunteer/Staff Events	10,823.37	7,000.00	154.6%
5218 General Communications	26,428.06	32,000.00	82.6%
5222 Office Supplies & Equip.	1,268.83	3,000.00	42.3%
5224 Postage	4,212.56	7,000.00	60.2%
5226 Community Cause	4,500.88	2,000.00	225.0%
5228 Town Council/Board Expense	8,854.97	6,500.00	136.2%
5230 Training & Education	1,100.00	1,500.00	73.3%
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%

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2024 through September 2025

	Oct '24 - Sep 25	Budget	% of Budget
Total General Government	476,962.94	477,275.00	99.9%
Municipal Court			
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	172.32	18,023.00	1.0%
5306 CBSTF	0.00	0.00	0.0%
5312 Court Technology	45,747.02	15,963.00	286.6%
5314 Dues & Memberships	50.00	150.00	33.3%
5318 Merchant Fees/Credit Cards	7,801.96	5,000.00	156.0%
5322 Office Supplies/Equipment	83.71	100.00	83.7%
5324 State Court Costs	286,745.69	311,060.00	92.2%
5326 Training & Education	830.00	1,000.00	83.0%
5328 Travel Expense	0.00	1,000.00	0.0%
5332 Warrants Collected	-4,755.53	2,500.00	-190.2%
Total Municipal Court	336,675.17	354,896.00	94.9%
Parks and Recreation			
5402 Events	0.00	1,500.00	0.0%
5408 Tanglewood Park	26,684.34	5,000.00	533.7%
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%
Total Parks and Recreation	27,244.34	7,500.00	363.3%
Parks Corps of Engineer			
5432 Arrowhead	30,490.36	39,000.00	78.2%
5434 Harbor Grove	3,878.65	10,500.00	36.9%
5436 Point Vista	9,195.15	15,500.00	59.3%
5438 Sycamore Bend	12,403.57	44,000.00	28.2%
Total Parks Corps of Engineer	55,967.73	109,000.00	51.3%
Personnel			
5502 Administration Wages	382,295.61	390,727.00	97.8%
5504 Municipal Court Wages	118,939.07	125,393.00	94.9%
5506 Police Wages	1,279,805.94	1,283,873.00	99.7%
5507 Police Overtime Wages	69,582.38	36,000.00	193.3%
5508 Public Works Wages	284,901.14	286,154.00	99.6%
5509 Public Works Overtime Wage	4,452.83	4,500.00	99.0%
5510 Health Insurance	262,519.78	286,225.00	91.7%
5512 Longevity	14,718.00	14,750.00	99.8%
5514 Payroll Expense	34,785.94	30,000.00	116.0%
5516 Employment Exams	3,160.32	2,500.00	126.4%
5518 Retirement (TMRS)	321,871.05	317,550.00	101.4%
5520 Unemployment (TWC)	2,686.65	3,000.00	89.6%
5522 Workman's Compensation	42,068.60	43,070.00	97.7%
5524 Contract Employment	0.00	30,000.00	0.0%
Total Personnel	2,821,787.31	2,853,742.00	98.9%
Police Department			
5602 Auto Gas & Oil	54,526.65	50,000.00	109.1%
5606 Auto Maintenance & Repair	80,488.20	65,000.00	123.8%
5610 Books & Subscriptions	226.34	600.00	37.7%
5612 Computer Hardware/Software	89,180.35	75,500.00	118.1%
5614 Crime Lab Analysis	2,110.99	5,000.00	42.2%
5616 Drug Forfeiture	108,083.40	0.00	100.0%
5618 Dues & Memberships	165.58	500.00	33.1%
5626 Office Supplies/Equipment	4,325.70	2,000.00	216.3%
5630 Personnel Equipment	23,627.70	40,000.00	59.1%
5634 Travel Expense	679.08	1,500.00	45.3%
5636 Uniforms	18,571.13	12,000.00	154.8%
5640 Training & Education	26,182.68	15,000.00	174.6%
5644 Citizens on Patrol	167.85	100.00	167.9%
5646 Community Outreach	1,546.13	1,500.00	103.1%
5648 K9 Unit	1,728.58	3,500.00	49.4%

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2024 through September 2025

	Oct '24 - Sep 25	Budget	% of Budget
5650 Task Force Forfeiture	0.00	0.00	0.0%
Total Police Department	411,610.36	272,200.00	151.2%
Public Works Department			
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	7,913.91	5,000.00	158.3%
5708 Animal Control Vet Fees	16,560.27	25,000.00	66.2%
5710 Auto Gas & Oil	18,649.69	20,000.00	93.2%
5714 Auto Maintenance/Repair	21,335.37	10,000.00	213.4%
5716 Beautification	35,461.63	120,000.00	29.6%
5718 Computer Hardware/Software	5,851.88	3,500.00	167.2%
5720 Dues & Memberships	0.00	450.00	0.0%
5722 Equipment	489.99	2,500.00	19.6%
5724 Equipment Maintenance	18,689.18	35,000.00	53.4%
5726 Equipment Rental	2,648.46	1,000.00	264.8%
5728 Equipment Supplies	8,756.31	5,000.00	175.1%
5732 Office Supplies/Equipment	1,226.21	1,750.00	70.1%
5734 Communications	4,377.87	3,800.00	115.2%
5738 Training	760.00	800.00	95.0%
5740 Travel Expense	1,195.16	2,000.00	59.8%
5742 Uniforms	4,348.07	2,800.00	155.3%
5748 Landscaping Services	112,040.56	90,000.00	124.5%
Total Public Works Department	261,320.08	332,100.00	78.7%
Services			
5802 Appraisal District	18,439.52	17,500.00	105.4%
5804 Attorney Fees	213,356.46	100,000.00	213.4%
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	281,345.32	95,000.00	296.2%
5816 General Insurance	62,303.72	60,014.00	103.8%
5818 Inspections	41,919.50	42,000.00	99.8%
5820 Fire Service	970,693.00	970,692.00	100.0%
5822 Legal Notices/Advertising	4,071.18	2,000.00	203.6%
5824 Library Services	1,995.70	1,200.00	166.3%
5826 Municipal Judge	13,905.00	13,800.00	100.8%
5828 Printing	2,683.44	2,500.00	107.3%
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	45,183.00	45,183.00	100.0%
5842 Denton County MHMR	0.00	0.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	10,472.40	20,000.00	52.4%
5848 Recording Fees	494.00	500.00	98.8%
Total Services	1,733,372.16	1,441,119.00	120.3%
Special Events			
6012 Special Events	24,124.77	25,000.00	96.5%
Total Special Events	24,124.77	25,000.00	96.5%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	164,503.02	185,000.00	88.9%
5904 Electric	25,979.08	27,000.00	96.2%
5906 Gas	3,318.37	3,000.00	110.6%
5908 Street Lighting	49,439.58	45,000.00	109.9%
5910 Telecom	15,664.48	25,000.00	62.7%
5912 Water	16,411.32	25,000.00	65.6%
Total Utilities & Maintenance	275,315.85	310,000.00	88.8%
Total Expense	10,421,261.05	12,375,607.00	84.2%

Town of Hickory Creek

Budget vs. Actual Year to Date 100%

October 2024 through September 2025

	Oct '24 - Sep 25	Budget	% of Budget
Net Ordinary Income	-2,102,256.81	0.00	100.0%
Net Income	-2,102,256.81	0.00	100.0%

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10/21/25

Accrual Basis

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

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Check	09/03/2025		Quick Set Concrete, Inc.	77,920.40
Total 5012 Streets & Road Improvement				77,920.40
5022 Parks and Rec Improvements				
Check	09/08/2025	Debit	Halff Associates, Inc.	60,500.00
Check	09/10/2025	Wire	Coca Construction, LLC.	2,460.00
Check	09/10/2025	Wire	Coca Construction, LLC.	49,973.00
Bill	09/10/2025	#INV4...	Mobile Communications America, Inc.	6,781.47
Total 5022 Parks and Rec Improvements				119,714.47
5026 Fleet Vehicles				
Check	09/04/2025	Debit	Enterprise Fleet Management	3,087.78
Total 5026 Fleet Vehicles				3,087.78
Total Capital Outlay				200,722.65
General Government				
5206 Computer Hardware/Software				
Check	09/29/2025	Debit	Fund Accounting Solution Technologies	6,548.43
Total 5206 Computer Hardware/Software				6,548.43
5212 EDC Tax Payment				
Check	09/15/2025		Hickory Creek Economic Development	30,018.85
Total 5212 EDC Tax Payment				30,018.85
Total General Government				36,567.28
Personnel				
5510 Health Insurance				
Check	09/22/2025	Debit	Cigna	23,735.92
Total 5510 Health Insurance				23,735.92
5518 Retirement (TMRS)				
Check	09/02/2025		TMRS	26,763.45
Total 5518 Retirement (TMRS)				26,763.45
Total Personnel				50,499.37
Police Department				
5602 Auto Gas & Oil				
Check	09/22/2025	Debit	Wright Express	5,429.11
Total 5602 Auto Gas & Oil				5,429.11
5606 Auto Maintenance & Repair				
Bill	09/01/2025	Inv #1...	Christian Brothers Automotive	2,688.63
Bill	09/04/2025	Inv #1...	Christian Brothers Automotive	1,141.54
Bill	09/29/2025	Inv #1...	Christian Brothers Automotive	2,905.91
Total 5606 Auto Maintenance & Repair				6,736.08
5616 Drug Forfeiture				
Check	09/16/2025	6590	United States Marshals Service	1,792.44
Total 5616 Drug Forfeiture				1,792.44
5626 Office Supplies/Equipment				
Check	09/03/2025	Debit	Uline	2,038.36
Total 5626 Office Supplies/Equipment				2,038.36

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10/21/25

Accrual Basis

Town of Hickory Creek

Expenditures over \$1,000.00

September 2025

Type	Date	Num	Name	Amount
Total Police Department				15,995.99
Public Works Department				
5706 Animal Control Supplies				
Bill	09/17/2025	Inv #3...	Indexx Distribution, Inc.	1,358.40
Total 5706 Animal Control Supplies				1,358.40
5710 Auto Gas & Oil				
Check	09/22/2025	Debit	Wright Express	3,168.09
Total 5710 Auto Gas & Oil				3,168.09
5714 Auto Maintenance/Repair				
Check	09/02/2025	Debit	Cycle Center	1,217.24
Check	09/17/2025	Debit	Epic 4X4 Off Road	1,744.95
Total 5714 Auto Maintenance/Repair				2,962.19
5748 Landscaping Services				
Bill	09/30/2025	Inv #4...	D & D Commercial Landscape Management	10,510.84
Total 5748 Landscaping Services				10,510.84
Total Public Works Department				17,999.52
Services				
5802 Appraisal District				
Bill	09/01/2025	Inv #244	Denton Central Appraisal District	4,609.88
Total 5802 Appraisal District				4,609.88
5804 Attorney Fees				
Bill	09/17/2025	July 2...	Boyle & Lowry, LLP	18,593.77
Bill	09/30/2025	Septe...	Boyle & Lowry, LLP	15,527.60
Bill	09/30/2025	0635-...	Brown & Hofmeister, LLP	2,805.00
Total 5804 Attorney Fees				36,926.37
5814 Engineering				
Check	09/08/2025	Debit	Halff Associates, Inc.	8,789.34
Check	09/18/2025	Debit	Halff Associates, Inc.	14,970.27
Total 5814 Engineering				23,759.61
5818 Inspections				
Check	09/11/2025	Debit	Build by I-Codes	1,720.00
Check	09/25/2025	Debit	Finney Code Consultants, LLC	1,225.00
Total 5818 Inspections				2,945.00
5826 Municipal Judge				
Check	09/02/2025		The Law Office of Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00
Total Services				69,290.86
Utilities & Maintenance				
5904 Electric				
Check	09/22/2025	Debit	Hudson Energy Services, LLC	2,722.53
Total 5904 Electric				2,722.53
5908 Street Lighting				
Check	09/22/2025	Debit	Hudson Energy Services, LLC	3,914.23
Total 5908 Street Lighting				3,914.23
Total Utilities & Maintenance				6,636.76
Total Expense				397,712.43

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

Type	Date	Num	Name	Amount
Net Ordinary Income				-397,712.43
Net Income				-397,712.43



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: 09/01/2025 - 09/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3317%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 9/30/25 WAS 1.000264.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			78,854.31
09/03/2025	WIRE WITHDRAWAL	6184357	77,920.40 -	933.91
09/30/2025	MONTHLY POSTING	9999888	21.94	955.85
	ENDING BALANCE			955.85

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	78,854.31
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	77,920.40
TOTAL INTEREST	21.94
ENDING BALANCE	955.85
AVERAGE BALANCE	6,128.60

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	1,619,052.67	2,740,949.89	23,441.01





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: 09/01/2025 - 09/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3317%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 9/30/25 WAS 1.000264.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			11,149.18
09/30/2025	MONTHLY POSTING	9999888	39.67	11,188.85
	ENDING BALANCE			11,188.85

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	11,149.18
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	39.67
ENDING BALANCE	11,188.85
AVERAGE BALANCE	11,149.18

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	364.39





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: 09/01/2025 - 09/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3317%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 9/30/25 WAS 1.000264.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			54,838.36
09/30/2025	MONTHLY POSTING	9999888	195.23	55,033.59
	ENDING BALANCE			55,033.59

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	54,838.36
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	195.23
ENDING BALANCE	55,033.59
AVERAGE BALANCE	54,838.36

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	5,212.95	1,858.71





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 09/01/2025 - 09/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3317%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 9/30/25 WAS 1.000264.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			93,556.47
09/30/2025	MONTHLY POSTING	9999888	333.02	93,889.49
	ENDING BALANCE			93,889.49

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	93,556.47
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	333.02
ENDING BALANCE	93,889.49
AVERAGE BALANCE	93,556.47

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	3,058.02





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: 09/01/2025 - 09/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3317%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 9/30/25 WAS 1.000264.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,419,904.89
09/05/2025	ACH WITHDRAWAL	6184425	175,000.00 -	10,244,904.89
09/30/2025	MONTHLY POSTING	9999888	36,551.11	10,281,456.00
	ENDING BALANCE			10,281,456.00

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,419,904.89
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	175,000.00
TOTAL INTEREST	36,551.11
ENDING BALANCE	10,281,456.00
AVERAGE BALANCE	10,268,238.22

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	4,179,944.78	5,041,769.28	345,992.48





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: 09/01/2025 - 09/30/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3317%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 9/30/25 WAS 1.000264.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			110,435.64
09/30/2025	MONTHLY POSTING	9999888	393.11	110,828.75
	ENDING BALANCE			110,828.75

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	110,435.64
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	393.11
ENDING BALANCE	110,828.75
AVERAGE BALANCE	110,435.64

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	3,609.71



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.

Earlier, sometime in about July, 2025, to allow time for review of Oncor’s proposed increase in rates and to maintain current rates in effect, the City took its initial action on Oncor’s application and suspended Oncor’s proposed effective date until October 29, 2025.

The City must now take its *final* action on Oncor’s application to increase rates and must do so no later than October 29, 2025.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS

Oncor filed its Statement of Intent to raise rates with the City and with the Public Utility Commission of Texas (“PUC”) on the same date, June 26, 2025. Because Oncor filed its application with the City and with the PUC on the same date, the City, as part of the Alliance of Oncor Cities (“AOC”) intervened in the proceedings before the PUC.

During the suspension period, through AOC the City participated in the proceedings, including hearings, at the PUC. AOC through its Special Counsel, Herrera Law & Associates, PLLC, engaged rate consultants to evaluate Oncor’s proposal to increase rates and will participate in the hearings to be held as directed by the PUC. Under the procedural schedule in the case before the PUC, AOC’s experts’ recommendations are due on October 17, 2025 and the hearings regarding Oncor’s proposal to increase rates are scheduled to begin November 17, 2025 and are slated to end by November 21, 2025, after which the administrative law judges (“ALJs”) will issue a proposal for decision (“PFD”). The ALJs’ proposal for decision will be presented to the PUC commissioners in April, 2026, for a final decision.

While there are numerous issues raised by Oncor’s application to increase rates, AOC focused on several key issues that standing alone have the greater effect on Oncor’s proposed increase: Oncor’s rate of return, its depreciation expense, Oncor’s funding for its self-insurance reserve and its incentive compensation for its employees including its executives, and Oncor’s post Test Year adjustment to its payroll expense.

Regarding Oncor's rate of return, Oncor has requested an overall rate of return of 7.47%. While AOC's rate expert has not concluded his analysis, his preliminary assessment suggests that Oncor's requested rate of return is too high and will likely recommend a materially lower overall rate of return. But to provide an order of magnitude on the effect on rates of a relatively small change in the rate of return, a one percent change in overall rate of return is about \$264 million in return dollars.

But at this juncture AOC's experts have not concluded their analysis. Their recommendations will be completed by October 17, 2025.

CITY JURISDICTION TO SET ONCOR'S RATES

Municipalities have exclusive, original jurisdiction over an electric utility's rates, services, and operations within a city's boundaries. This means that for a utility like Oncor to change its rates it must seek approval to do so from the city in which it provides its service. Even if a city has ceded its jurisdiction to the PUCT, a city nonetheless has the statutory right to participate in rate proceedings before the PUCT.

But, the PUCT has appellate jurisdiction over rate-setting decisions a city makes. This means that Oncor may appeal to the PUCT, a city's decision regarding rates. And to be clear: Oncor will appeal to the PUCT, the City's decision regarding rates.

PRIOR CITY ACTION

The City previously acted to suspend the effective date of Oncor's requested rate increase by 90 days. Contemporaneously with the City's prior action to suspend the rate increase, the City also: (1) authorized intervention in proceedings related to Oncor's proposed rate increase as a member of the coalition of cities known as the Alliance of Oncor Cities; (2) directed Oncor to reimburse AOC's rate case expenses; and (3) retained the law firm of Herrera Law and Associates, PLLC with respect to rate proceedings involving Oncor before the Public Utility Commission of Texas, including exploration of a settlement of the case, and courts of law and to retain consultants to review Oncor's rate application, all subject to AOC's approval.

We fully expect the parties to begin settlement discussions in earnest in the next few weeks.

RATE CASE EXPENSES

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. The accompanying Resolution directs Oncor to continue to reimburse AOC's rate case expenses on a monthly basis based on presentation of approved invoices from the cities.

DENIAL

The attached Resolution denies Oncor's proposed increase in revenue and changes in rates and directs Oncor to reimburse AOC's rate case expenses.

RECOMMENDATION: DENY ONCOR'S PROPOSED INCREASE

AOC's Special Counsel and consultants have not concluded their analyses of Oncor's proposed increase in rates. Nonetheless, AOC's experts' preliminary assessment is that Oncor's proposed increase is not warranted and is too high.

So, because that analysis will not be complete in time for AOC cities to take final action by October 29, 2025, AOC's Special Counsel recommends that the City take action to deny Oncor's proposed increase in revenue and change in rates.

Oncor will file an appeal with the PUCT of the City's action denying Oncor its requested increase in rates, and the PUCT ultimately will rule on the merits of Oncor's request. AOC will continue its participation in Oncor's appeal at the PUCT.

A denial of Oncor's proposed increase maintains the status quo in rates until the PUCT issues its final order regarding Oncor's rates.

The City must take final action on Oncor's proposed increase by no later than October 29, 2025. If the City does not take action by October 29, 2025, Oncor's proposed rates are deemed approved by operation of law.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-1027-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK (“TOWN”) DENYING ONCOR ELECTRIC DELIVERY COMPANY LLC’S APPLICATION TO INCREASE RATES RELATED TO ONCOR’S STATEMENT OF INTENT TO INCREASE RATES FILED ON OR ABOUT JUNE 26, 2025; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; 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’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, the Town

is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over Oncor’s rates, operations, and services within the municipality; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating Oncor’s rate request and its changes in tariffs the Town coordinated its efforts with a coalition of similarly situated municipalities known as the Alliance of Oncor Cities (“AOC”) and other cities; and

WHEREAS, Oncor failed to establish that its overall revenue request resulted in no more than an amount that will permit Oncor a reasonable opportunity to earn a reasonable return on the utility’s invested capital used and useful in providing service to the public in excess of the utility’s reasonable and necessary operating expenses; and

WHEREAS, Oncor failed to establish that its proposed rates were just and reasonable; and

WHEREAS, Oncor failed to establish that its proposed return on equity and its proposed overall rate of return is just and reasonable; and

WHEREAS, the Town has previously: (1) suspended Oncor's proposed rate increase by 90 days; (2) authorized intervention in proceedings related to Oncor's proposed rate increase as a member of the coalition of cities known as the Alliance of Oncor Cities; (3) directed Oncor to reimburse AOC's rate case expenses; and (4) retained the law firm of Herrera Law & Associates, PLLC with respect to rate proceedings involving Oncor before the Town, the Public Utility Commission of Texas, and courts of law and to retain consultants to review Oncor's rate application subject to AOC's approval.

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 failed to show that its proposed rates are just and reasonable.

Section 3. The Town

hereby **DENIES** Oncor's request to increase rates and in support of **DENIAL** finds that:

- a) Oncor failed in its burden of proof to establish that its requested increase in revenue or the changes set forth in its tariffs attached to Oncor's Statement of Intent to increase rates, results in just and reasonable rates;
- b) Oncor failed in its burden of proof to establish that adoption of its proposed rate base, expenses, investment, return on equity, rate of return, and other rate issues as presented in Oncor's Statement of Intent to increase rates, result in just and reasonable rates.

Section 4. The T authorizes its continued 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 Town's rate case expenses as provided in the Public Utility Regulatory Act and that Oncor shall continue to do so on a monthly basis and within 30 days after submission of the AOC's invoices for the AOC's

reasonable costs associated with the Town's activities related to this rate review or to related proceedings involving Oncor before the Town, the Public Utility Commission of Texas, or any court of law.

Section 6. The Town, in coordination with the AOC, delegates to the Town Manager and/or the Town Attorney, or designee of such office, review of the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Oncor for reimbursement.

Section 7. A copy of this resolution shall be sent to Mr. Matt Henry, Vice President, General Counsel, Oncor, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; Mr. Robert Schmidt, Regulatory Manager, Oncor/Regulatory Financial, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Pkwy, Austin, Texas 78756.

Section 8. 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 9. This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

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

PASSED AND APPROVED this 27th day of October, 2025.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-1027-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT RELATED TO DRUG ENFORCEMENT ADMINISTRATION HIDTA DALLAS TASK FORCE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council desires to ratify an agreement concerning the United States HIDTA Dallas Task Force.

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

Section 1: the Town Council hereby ratifies the agreement referred to as the FY 26 Asset Forfeiture Sharing Agreement HIDTA Task Force Group 1 effectively dated October 15, 2025.

Section 2: The resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of October, 2025.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**FY 2026 Asset Forfeiture Sharing Agreement
HIDTA Task Force Group 1 (Dallas)
Hickory Creek Police Department**

The U.S. Department of Justice, 2018 Joint Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, governs this Agreement. The State and Local Law Enforcement members (“Participants”), of the DEA HIDTA Task Force Group 1 (Dallas) (“Task Force”), hereby agree to the following terms and conditions of this Memorandum of Understanding (“MOU”) governing the Task Force’s equitable sharing requests and participation in the United States Department of Justice (“DOJ”) Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

- Dallas Police Department/One (1) officer assigned to the Task Force
- Richardson Police Department/One (1) officer assigned to the Task Force
- Dallas District Attorney Office/One (1) officer assigned to the Task Force
- Hickory Creek Police Department/One (1) officer assigned to the Task Force
- Carrollton Police Department/One (1) officer assigned to the Task Force

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Task Force will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies’ investigative, financial, or administrative contributions to the task force and/or the agencies’ efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80% of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is \$500. Sharing is not automatically 80%. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.

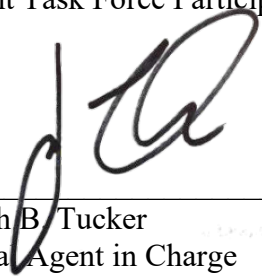
Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants’ shares shall be reduced proportionately (e.g., if non-MOU agency receives 10% based upon their contribution, then the MOU Participants’ percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DOJ receives a minimum of 20%.

Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

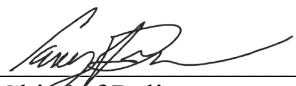
The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the DEA HIDTA Task Force Group 1 (Dallas). This agreement shall be reviewed for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants).



Joseph B. Tucker
Special Agent in Charge
Dallas Field Division

Date: 10/15/2025



Chief of Police
Carey Dunn
Hickory Creek Police Department

Date: 09/23/2025



Scheduled Service Agreement The Town of Hickory Creek

This Services Agreement ("Agreement") is made as of November 1, 2025, by and among Structured Technology Solutions, LLC ("STS" or "Corporation"), a Texas Corporation whose principal office is located at 2022 S. Stemmons Fwy, STE 1000, Lake Dallas, TX, and The Town of Hickory Creek (TOHC) an incorporated Town in the state of Texas whose principal office is located at 1075 Ronald Reagan Ave, Hickory Creek, Texas. ("Client").

WITNESSETH:

WHEREAS, STS is a Limited Liability Corporation, duly organized in the State of Texas for the purposes of providing information technology (IT) services to customers; and

WHEREAS, (Technician) Aaron Appleby as primary or, another employee of Corporation appointed to provide services under this Agreement during the Term pursuant to an agreement between Technician and Corporation; and

WHEREAS, Client is a validly existing incorporated Town in the state of Texas; and

WHEREAS, Corporation and Client have independently determined that Technician(s) has the expertise and experience necessary to provide Client with computer information systems support and implementation services of the type required by Client.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, Corporation, and Client hereby agree as follows:

ARTICLE I -- SCOPE OF SERVICES

Section 1.01 -- Recitals: The above recitals and statement of parties are true, accurate, and correct. For purposes of this Agreement, the term "Corporation" shall mean Structured Technology Solutions, including any and all of its agents, employees, independent contractors, representatives, affiliates, subsidiaries, officers, directors, members, and assigns.

Section 1.02 -- Services: Technician shall provide the

computer Information Technology (IT) support and implementation services to Client for its business offices as necessary to insure full IT operation as described in Attachment "A".

- 1) Technician availability:
 - a) Technician will be available onsite up to four (4) hours weekly and as needed off site using remote access as needed.

Section 1.03 -- Service Hours: Corporation provides services during normal hours (8am-5pm, Monday thru Friday). Service requested outside of normal business hours will be billed at the after hour preferred government rate listed in the current Standard Commercial Price List of Corporation.

Section 1.04 -- Travel: Any onsite service work requested outside of the scheduled weekly onsite maintenance will include a Zone-1 travel charge.

Section 1.05 -- Employee Status: Technician shall provide the services described in Section 1.02 as an employee of Corporation. The fees paid by Client to Corporation for the services of Technician shall be all inclusive. Client shall not be responsible for providing any insurance, benefits or paying any taxes owed by Corporation or Technician.

ARTICLE II -- TERM OF AGREEMENT

Section 2.01 -- Termination: This Agreement shall continue until September 30, 2027 or terminated as provided herein.

Section 2.02 -- Termination by Corporation: In the event Corporation desires to terminate this Agreement, Corporation shall provide Client with ninety days prior written notice to terminate this Agreement.

Section 2.03 -- Termination by Client: In the event Client desires to terminate this Agreement, Client shall provide Corporation with ninety days prior written notice to terminate this Agreement during the term of this agreement.

Section 2.04 -- Mutual Rescission: Client and Corporation may mutually agree in writing to terminate this Agreement



Scheduled Service Agreement The Town of Hickory Creek

without notice.

Section 2.05 -- Termination by Client Without Notice: Client may terminate this Agreement without notice upon the earliest to occurrence of the following events:

- (a) Fraud or Dishonesty: Corporation commits an act of fraud or dishonesty in providing services hereunder;
- (b) Failure to Perform: Corporation fails to perform the services defined in Section 1.02;
- (c) Breach of Contract: Corporation violates any provision of this Agreement;
- (d) Business Damages: Corporation willfully damages or injures the property, business, or goodwill of Client.

Section 2.06 -- Renewal: In the event that client or Corporation does not put in place a new Agreement before termination date, this Agreement will remain in place on a month to month basis until either a new Agreement is in place or Client or Corporation terminates the Agreement.

ARTICLE III -- FEES

Section 3.01 -- Rate of Payment: Client shall pay Corporation a fee of Forty-five thousand Five Hundred Sixty-Two (\$45,562) dollars ("Annual Fee") paid annually. This rate will cover dates November 1, 2025 – September 30, 2026.

Client shall pay Corporation a fee of Fifty-One thousand One Hundred Ninety-Five (\$51,195) dollars ("Annual Fee") paid annually. This rate will cover dates October 1, 2026 – September 30, 2027.

On-Site billable hours outside of scope of services will be billed at One Hundred Twenty-Five (\$125) dollars per hour. Client must be notified in advance prior to any work being performed, which will be performed outside of annual fee.

Section 3.02 -- Invoices: Corporation shall invoice Client in advance monthly for any fees in excess of the Annual

fee. Invoice shall be paid on or before the first of each month, which service is due.

ARTICLE IV -- CONFIDENTIALITY

Section 4.01 -- Confidential Systems Information: Corporation hereby acknowledge that all material, information, data, programs, and computer system design information which have or will come into the possession or knowledge of Technician or Corporation hereunder in connection with this Agreement for the performance hereof, is confidential and proprietary and that disclosure to or use by third parties of any such material, information, data, programs, or computer system design information will be damaging to Client. Corporation, therefore, agrees to hold such material, information, data, programs, computer system design and ideas in strict confidence, and shall not make use thereof other than for the performance of this Agreement, and will release such material, information, data, programs, computer system design information or ideas only to employees and customers of Client requiring such material, information, data, programs, or computer system design information and not to any other party, including but not limited to, any customers of Corporation or Technician other than Client.

Section 4.02 -- Removal of Client Information and Records: Technician shall not remove, and Corporation shall not allow Technician to remove, any customer data, programs, computer systems design information or documentation or any lists, files, charts or records or copies thereof from the premises of Client without the expressed prior written approval of Client. Corporation hereby acknowledges that such programs, data, computer systems design information or documentation, or lists, records, charts, and files (including any and all copies thereof) are the property of Client.

Section 4.03 -- Removal of Business Records: Technician shall not remove, and Corporation shall not allow Technician to remove, any accounting, personnel, legal or other business records, or copies thereof from the premises of Client without the expressed prior written approval of Client. Corporation hereby acknowledges that such records (including any and all copies thereof) are the property of Client.



Scheduled Service Agreement The Town of Hickory Creek

Section 4.04 -- Business Disclosures: Technician shall not disclose, and Corporation shall not allow Technician to disclose, the confidential business information of Client, including any legal, financial, regulatory, professional or general business information to any person except employees, agents, accountants, customers and attorneys of Client as may be necessary for Technician to provide the services described in Section 1.02.

Section 4.05 Customer Confidentiality: Technician and Corporation shall respect and maintain the confidentiality of customer computer programs, computer systems, information, data, and communications and shall not remove such computer programs, computer systems, information, data or communications from the premises of Client without the prior written consent of Client, and shall not disclose same to any person except employees, agents and customers of Client as may be necessary for Technician to provide the services described in Section 1.02.

ARTICLE V -- INTELLECTUAL PROPERTY

Section 5.01 -- Title Transfer: Upon completing or terminating this Agreement, Technician and Corporation shall deliver to Client all copies of any and all materials, products, systems documentation, and programs related to this Agreement. Technician and Corporation shall not have the right to disclose or use any such products, materials, systems documentation, or programs for any purpose whatsoever and Corporation hereby acknowledges that such products and materials are proprietary to Client and have been secretly developed for Client and for Client's sole use.

ARTICLE VI -- WARRANTY AND INDEMNIFICATION

Section 6.01 -- Warranty of Services: Corporation hereby represents and warrants that the services to be provided to Client by Corporation hereunder shall be performed by Technician on a best-efforts basis and in accordance with industry standards.

Section 6.02 -- No Violation of Contract: Corporation hereby represent and warrants that the performance of the services to be provided by Corporation under this Agreement shall not violate any agreement, contract or other obligation under which Corporation is bound, or any

rights, title or interest of any third party.

Section 6.03 -- Unauthorized Access: Technician shall be authorized by Client to access the computer system, computer hardware, and Computer Software of Client only for purposes of providing services to Client under this Agreement. Corporation shall not allow Technician to, access the computer hardware or Computer Software (or any other computer software belonging to Client) for any other reason without being authorized by Client in writing to access such hardware or software. Corporation shall indemnify, release, defend, and hold harmless Client from any and all damages, including attorney's fees and costs of litigation, incurred by Client as a result of unauthorized access to the computer systems and software of Client by Technician. For purposes of this Agreement, the term "access" and "computer systems" shall have the same meaning as under the Texas Computer Crime Act.

Section 6.04 -- Indemnification: Corporation hereby agrees to indemnify and hold harmless Client from any and all losses and damages, including attorney's fees and costs of litigation, to Client resulting from any breach of the terms of this Agreement or for any willful act by Technician or Corporation causing damages to Client or Client's business or customer relationships including, but not limited to, willful failure by Technician or Corporation hereunder to follow the guidelines established by Client in performing services, failing to complete services, or any misrepresentations as to the performance or completion of services.

ARTICLE VII - MISCELLANEOUS

Section 7.01 -- Assurances: Client, and Corporation hereby represent and warrant that all representations, warranties, recitals, statements, and information provided to each other under this Agreement are true, correct, and accurate as of the date of this Agreement to the best of their knowledge.

Section 7.02 -- Entire Agreement: This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. Client and Corporation hereby represent, warrant, and agree that any agreements, representations, or warranties not set forth herein shall be void.



Scheduled Service Agreement The Town of Hickory Creek

Section 7.03 -- Survival of Representations and Warranties: The representations and warranties made by Client, and Corporation in this Agreement and the obligations of Corporation under Articles IV, V, VI, and VII shall survive the performance and termination of this Agreement and shall continue forever.

Section 7.04 -- Amendments and Modifications: A waiver, alteration, modification, or amendment of this Agreement shall be void unless such waiver, alteration, modification, or amendment is in writing and signed by the respective parties hereto.

Section 7.05 -- Severability: If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 7.06 -- Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 7.07 -- Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 7.08 -- Governing Law: This Agreement shall be governed by the laws of the State of Texas.

Section 7.09 -- Notice: All communications shall be in writing and shall be delivered by Certified Mail or by hand to the address set forth below for each respective party:

<u>Client</u>	<u>Address</u>
The Town of Hickory Creek	1075 Ronald Reagan Ave Hickory Creek, TX 75065

<u>Corporation</u>	<u>Address</u>
Structured Technology Solutions	2002 S. Stemmons Fwy Suite 1000 Lake Dallas, TX 75065

Notice shall be effective upon receipt.

Section 7.10 -- Pronouns/Gender: Pronouns shall refer to the masculine, feminine, singular, or plural as the context shall require.

Section 7.11 -- Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy. In addition to other rights, which may be available, each party shall have the right of specific performance, injunction, or other equitable remedy in the event of a breach or threatened breach of this Agreement.

Section 7.12 -- In the event of any litigation between the parties hereto, the prevailing party in such litigation shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, and expert or consultant's fees incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings.

Section 7.13 -- Waiver: Waiver of a breach of this Agreement shall not constitute a waiver of any other breach. All remedies under this Agreement are in addition to remedies provided by law and are cumulative. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provisions.

Section 7.14 -- Assignments and Successors: Any and all assignments of rights hereunder by Corporation shall be void; this agreement shall inure to the benefit of and binding upon parties hereto and their successors

Section 7.15 -- Client Requirements: Client agrees to ensure the following:

- All workstations and servers must have Corporation approved Anti-Virus software installed and operational.
- Only applications approved by corporation shall be installed on computers or servers.
- All operating system and application licenses will be current and used in accordance with the software licensing agreements.



Scheduled Service Agreement The Town of Hickory Creek

IN WITNESS WHEREOF, this Agreement has been executed and is effective as of the date first written above.

CLIENT:
The Town of Hickory Creek

Mayor

Date

CORPORATION:
Structured Technology Solutions a Texas Limited Liability Corporation

Aaron Appleby
Chief Executive Officer

Date

Initial _____



Scheduled Service Agreement The Town of Hickory Creek

Attachment A Scope of Services

Included Services:

Cyber Security

- Anti-Virus
- Anti-Malware
- Outbreak Mitigation (Virus Malware)
- EDR Software
- 24/7/365 Managed SOC
- Cyber Risk Network Monitoring and Reporting
- Web Filtering
- Email Filtering

Technology Management

- On Site Support Business-Hours Support
- Remote Business-Hour Helpdesk Support
- Resolve operating system issues
- Resolve operating system changes
- Resolve application issues or changes
- Resolve hardware issues (labor only)
- Monitor and Manage Server and Workstation Performance
- Documentation Management
- Infrastructure Maintenance
- Remote Monitoring
- Patch Management
- Reduced Hourly Rate
- Email Management
- User Management
- Wireless Network Management
- Software Management
- Equipment Purchasing
- Equipment Deployment
- Asset Management
- Ventek pay station maintenance and support at town parks



Scheduled Service Agreement The Town of Hickory Creek

(Sycamore Bend, Point Vista, Arrow Head)

Backup Protection
Disaster Recovery
File and Folder Backup
Mobile Device Management

Excluded or Limited Support Services:

Unique specialized application support:

Incode (Limited support)
Badge (Limited support)
RMS (Limited support)
Watch Guard (Limited support)
Laserfiche (Limited Support)
Camera Systems

User negligence

User abuse of equipment

Modifications to workstations, servers or infrastructure without prior STS approval

Movement of workstations or servers without prior STS approval

Acts of God



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement (“Agreement”) is made this 27th day of October 2025, by and between the State of Texas through the Texas Department of Transportation (“State”), and the City of Hickory Creek (population 4,718, 2020, latest Federal Census) acting by and through its duly authorized officers (“City”).

RECITALS

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

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

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words “State Highway” shall be construed to mean all numbered highways that are part of the State’s Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described as “State Maintained and Operated” highways in the document attached and incorporated as **Exhibit A.**
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B.**
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as “State Maintained and Operated” under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties’ written concurrence. Additional exhibits may also be added with both parties’ written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C.** This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
- 7.** Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.

 - A.** For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
 - B.** Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
- 8.** The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways inside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
- 9.** The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
- 10.** New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

- 11.** If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
- 12.** The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
- 13.** The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
- 14.** The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
- 15.** The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
- 16.** For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A.** Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B.** Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C.** Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D.** Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E.** Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F.** In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G.** Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H.** In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A.** Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C.** Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D.** Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E.** Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F.** Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G.** Perform mowing and litter pickup.
- H.** Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I.** Perform snow and ice control.
- J.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A.** Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B.** Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C.** Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D.** Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E.** Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F.** Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G.** Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A.** Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B.** When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C.** Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D.** Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E.** Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F.** Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H.** Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

- 1.** All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
- 2.** Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
- 3.** Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

THE LOCAL GOVERNMENT

Signature

Lynn C. Clark
Typed or Printed Name

Mayor
Typed or Printed Title

10/27/2025
Date

THE STATE OF TEXAS

Signature

Typed or Printed Name

Typed or Printed Title

Date

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT

WHEREAS, on the 27th day of October, 2025, the Texas Department of Transportation, the “State”, and the City of Hickory Creek, the “City” entered into a Municipal Maintenance Agreement intended to cover and provide for State participate in the maintenance of state routes within the City; and

WHEREAS, the State, under the aforementioned Agreement, provides mowing and litter clean up maintenance of certain state highways and roadways within the City, including **I35E (South Stemmons Freeway)**; and

WHEREAS, the State, conducts this mowing and litter clean up maintenance through its contractors; and

WHEREAS, the City desires to perform additional mowing and litter clean up maintenance on the aforementioned state routes, and

WHEREAS, the City and the State agree to amend the existing Municipal Maintenance Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

State’s Responsibilities

2. Reimburse the City for mowing and litter clean up within the right-of-way on controlled access highways. Reimbursement excludes the area from the back of curb to the right-of-way and highways under construction,

Reimbursement shall be limited to 3 mowing cycles per year (in approximately May, June, and August) The rate of reimbursement for mowing is up to but not to exceed **\$80.00/acre** for the first year. Subsequent year reimbursement increases will be based on the Consumer Price Index (CPI) or the City contract amount per acre, whichever is less.

Reimbursement may be further limited if the State adopts a statewide policy reducing the number of mowing cycles to less than three per year.

Reimbursement shall be limited to up to 12 litter cycles per year. The rate of reimbursement for litter is up to but not to exceed **\$21.30/acre** for the term of this agreement year.

Reimbursement may be further limited if the State adopts a statewide policy reducing the number of litter cycles.

At the end of the third year, the State will re-evaluate the current prices for both mowing and litter clean up and enter into a new agreement with the City.

If there is a State policy change to further reduce the State's mowing or litter cycles, the State shall notify the City, in writing, within sixty (60) days of this change. If the State fails to notify the City as required under this paragraph, the State shall be responsible for payments to the City in accordance with the previously agreed upon reimbursement schedule.

City's Responsibilities (Controlled Access)

1. Mow the entire right-of-way at locations presented in Attachment A.
2. Perform litter clean up at the locations presented in Attachment A.
3. Submit invoices and cancelled checks for mowing and litter clean up cycles at intervals as established above. Submit the amount of litter picked up in cubic yards per track per cycle.
4. Reimbursement will not be made for portions of the roadway under construction or if it is taken off the state system.

The City agrees that for mowing and litter clean up, if performed by employees of the City, the City shall show proof of self-insurance. If mowing and/or litter clean-up is performed by a contractor(s) selected by the City through its selection process; the City shall require the contractor(s) to have in place, insurance as evidenced by the State's Certificate of Insurance form. The city will also require any contractor(s) to agree to indemnify and save harmless the state from all claims and liability due the contractor(s) materials or activities of itself, its agent, or employees, performed under the agreement with the city that are caused or may result from error, omission, or negligent act. Prior to any mowing or litter clean up by the City, such evidence of self-insurance or certificate of insurance shall be provided to the State.

Termination

This Amendment is expressly made subject to the rights granted to TxDOT to terminate this Amendment without cause upon notice and to the rights granted to The City to terminate this Amendment without cause upon notice after three (3) years and upon the exercise of any such right by either party, this Amendment will terminate. TxDOT or the City may terminate this Amendment upon notice at any time for a violation of the terms of this Amendment. The termination of this Amendment does not affect any other provisions of the existing Municipal Maintenance Agreement between the parties. If the City has entered into a contract with a third party to perform any services under this Amendment, this Amendment will continue in effect until the current term of the contract has expired.

Should the City request to terminate without cause within the term of this agreement, submit notification by June 1. Notification will not relieve the City of fulfilling the agreement with the final clean up mowing being performed in approximately November.

In all other respects, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

CITY OF HICKORY CREEK

Lynn C. Clark, Mayor
Town of Hickory Creek

10/27/2025

Date

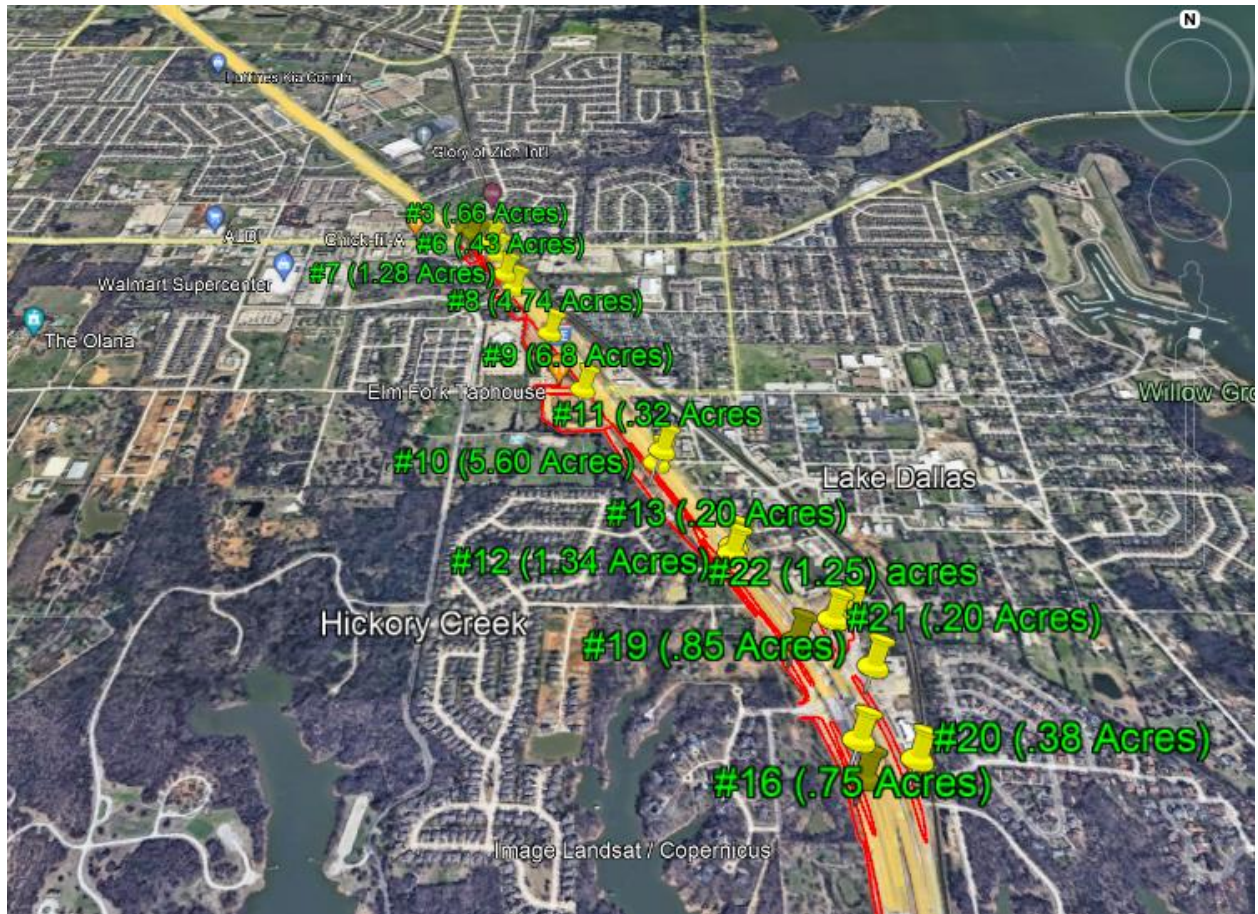
Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs hereto approved and authorized by the Texas Transportation Commission.

THE STATE OF TEXAS

By: _____

Date

ATTACHMENT A



Reference #	Actual Acres	Rounded acres
1	0.04	0.5
2	0.02	0.5
3	0.66	1
4	0.48	0.5
5	0.3	0.5
6	0.43	0.5
7	1.28	1.5
8	4.74	5
9	6.8	7
10	5.6	5.5
11	0.32	0.5
12	1.34	1.5
13	0.2	0.5
14	1.16	1
15	1.14	1
16	0.75	1
17	0	0
18	0	0
19	0.85	1
20	0.38	0.5
21	0.2	0.5
22	1.25	1
23	0	0
Total	27.94	31

WATER WELL LEASE AGREEMENT

This Water Well Lease Agreement (“Agreement”) is entered into as of the 27th day of October 2025, by and between: Cornelius Center Investors, LP. (Hereinafter referred to as “Lessor”) and the Town of Hickory Creek (Hereinafter referred to as “Lessee”).

I. PURPOSE

Lessor agrees to lease to Lessee a portion of the property shown in *Exhibit A* (attached survey) for the construction, operation, and maintenance of a water well and related facilities to provide irrigation service for landscaping along the I-35 Service Road TXDOT project.

II. PREMISES

The leased premises consist of the area shown on the attached Exhibit A including the well site and an easement for underground water and electrical lines.

III. TERM

This Agreement shall commence on the date first written above and shall remain in effect for an initial term of thirty (30) years. This Agreement shall automatically renew for additional five year terms unless either party provides written notice of termination at least 90 days prior to the end of the current term.

IV. RENT

Lessee shall pay to Lessor rent in the amount of \$1.00 per year, payable annually in advance.

V. LESSEE’S RIGHTS

Lessee shall have the right to construct, drill, and operate a water well on the premises. Lessee may install, operate, and maintain underground piping, electrical lines, and appurtenant equipment. Lessee shall have the right to access the leased premises at all times for operation and maintenance.

VI. LESSOR’S RIGHTS

Lessor retains full ownership of the property and may use the water well for common area landscaping, subject only to this lease, and may use the property in any manner that does not interfere with the Lessee’s rights herein.

VII. MAINTENANCE & REPAIR

Lessee shall maintain the well and all equipment in good condition and shall restore any surface area disturbed during installation or maintenance.

VIII. COMPLIANCE

Lessee shall obtain and maintain all permits, licenses, and approvals required by local, state, or federal authorities for the drilling and operation of the water well.

IX. TERMINATION

At termination of this lease, Lessee shall either:

- (a) Remove the well and restore the property to substantially its original condition, or
- (b) Abandon the well in place in compliance with all applicable laws, at Lessor's option.

X. MISCELLANEOUS

- This Agreement is binding on heirs, successors, and assigns.
- Any amendments must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of the State of Texas.

Any notice under this agreement may be delivered:

If to Lessor (Landowner):

Cornelius Center Investors, LP

Attention: John Malloy

P.O. Box 968

Lake Dallas, Texas 75065

If to Lessee:

Town of Hickory Creek

Attention: John Smith, Town Manager

1075 Ronald Reagan Avenue

Hickory Creek, Texas 75065

Executed this _____ day of _____, 2025.

John Smith, Town Manager
Town of Hickory Creek

Cornelius Center Investors, L.P.

Exhibit A

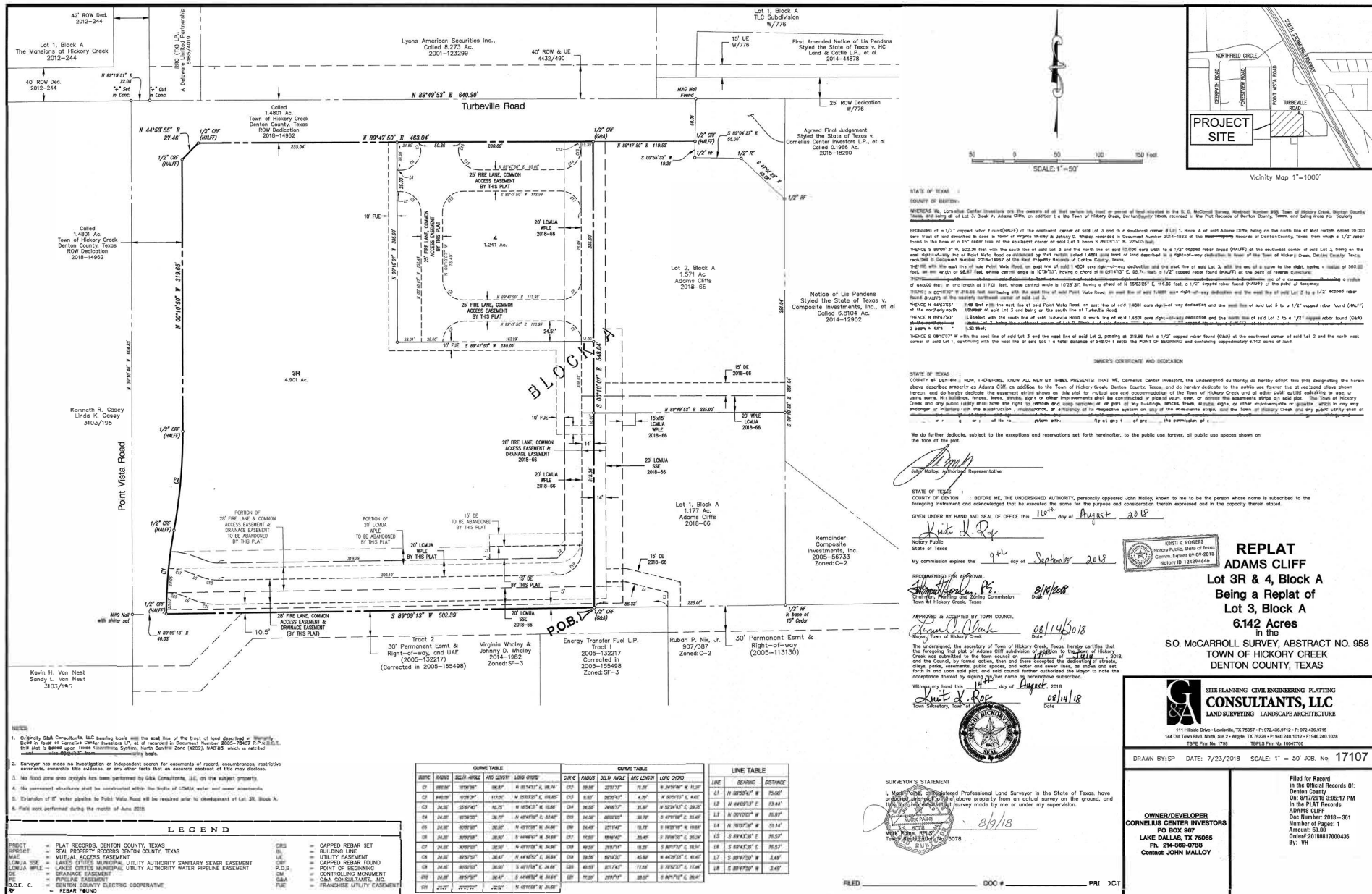


Exhibit A



STATE OF TEXAS)

COUNTY OF DENTON)

AMENDMENT OF CONTRACTOR'S CONTRACT

THIS agreement is by and between the Town of Hickory Creek, Texas, a Texas home rule municipality, and McMahon Contracting, LP hereinafter known as Contractor, a Texas corporation and construction firm, with principal offices located in the state of Texas.

WHEREAS, the Town and Contractor have entered into an agreement such that the Contractor is to provide the following services: Denton County Bond Streets – Phase 1.

WHEREAS, the above referenced agreement provides that if there is a change in scope or focus of the activities in the contract, or if it is necessary for the Contractor to do additional work such that there is a significant additional cost or expense to the Town, it is necessary for the Town to approve such work and/or for the parties to change the contract;

WHEREAS, the parties recognize that it is necessary for Contractor to do additional or reduced work under the contract, such work which is set out in the attached Exhibit "A", which is attached hereto and incorporated herein as if set out in full herein; and

WHEREAS, with this Contract Amendment the Town of Hickory Creek is hereby approving such additional and/or reduction work and agreeing to increase the contract amount by the sum of **\$263,174.87**;

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

1. Contractor, in addition to the work to be performed in the Contract dated December 2, 2024 shall perform the task(s) described in the attached Exhibit "A", basically described as additional services, including various full-depth asphalt pavement repairs throughout the Harbor Grove neighborhood.
2. The amount to be paid to McMahon Contracting, LP. under such contract shall be increased by the sum of **\$263,174.87**, to reflect the work described in Exhibit "A".
3. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the _____ day of _____.

TOWN OF HICKORY CREEK, TEXAS

By: _____

Printed Name: _____

Title: _____

ATTEST:

TOWN SECRETARY

McMahon Contracting, LP, CONTRACTOR

By: _____

Printed Name: _____

Title: _____

TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS
DENTON COUNTY BOND STREETS – PHASE 1

CONTRACT AMENDMENT #8 FORM – EXHIBIT “A”

DATE: October 21, 2025

Contract Amendment No. 8 to the Contract Dated December 2, 2024, between the Town of Hickory Creek (Owner) and McMahon Contracting, LP (Contractor) for various full-depth asphalt pavement repairs throughout the Harbor Grove neighborhood.

Pursuant to the provisions of Section 23, Article 23.2 in the General Conditions of the Contract Documents, this Supplemental Agreement, when fully executed, shall constitute the authority to change the work of the project as follows, including quantities and total dollars:

Contract Amendment Explanation:

During construction, it was requested by the Town to make HMAC trench repairs atop recently installed waterlines throughout the Harbor Grove neighborhood where existing asphalt had depressed/failed. These included full-depth asphalt pavement repairs along Hilltop Lane, Strait Lane, Lone Tree Lane, Hickory Lane, Briar Lane, Short Lane, Oaktree Lane and Melody Lane.

Add The Following Bid Items By Adding Quantities:

Section IIA – Harbor Lane Paving and Drainage

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Adjustment
IIA-40	0	661.9441	661.9441	SY	Harbor Grove Phase I Full-Depth Asphalt Pavement Repairs , work fully performed, construct complete in place for the sum of <u>Fifty-Nine</u> Dollars and <u>Nineteen</u> Cents per square yard.	\$59.19	\$39,180.47
IIA-41	0	4,179	4,179	SY	Harbor Grove Phase II Full-Depth Asphalt Pavement Repairs , work fully performed, construct complete in place for the sum of <u>Fifty-Three</u> Dollars and <u>Sixty</u> Cents per square yard.	\$53.60	\$223,994.40

SUBTOTAL SECTION IIA

\$263,174.87

TOTAL CONTRACT AMENDMENT NO. 8

\$263,174.87

Original Amount of Contract	\$ 6,938,632.22
Total Amount of Contract Amendment No. 1	\$0.00
Total Amount of Contract Amendment No. 2	\$34,778.40
Total Amount of Contract Amendment No. 3	\$0.00
Total Amount of Contract Amendment No. 4	\$0.00

Total Amount of Contract Amendment No. 5	\$6,774.58
Total Amount of Contract Amendment No. 6	\$0.00
Total Amount of Contract Amendment No. 7	\$732.15
Total Amount of Contract Amendment No. 8	\$263,174.87
Contract Amount after Contract Amendments	\$7,244,092.22

Requested Additional Number of Calendar Days to Be Considered Prior to the Final Payment
Twenty-Five (25) Calendar Days.

The Contract Start Time and "Notice to Proceed" for this project is Monday, December 2, 2024. The Contract End Time for the project will be no later than Monday, January 26, 2026. With approval of Contract Amendment No. 1 thru No. 7, the Contract End Time was amended to Sunday, March 22, 2026. With approval of Contract Amendment No. 8, the Contract End Time shall be amended to Thursday, April 16, 2026.

Please sign and return this contract amendment to the Town as soon as possible so future payments may be processed.

Thank You.

Town of Hickory Creek's offer of proposed change:

BY: _____

Printed Name: _____

Date: _____

Title: _____

Contractor: McMahon Contracting, LP

BY: _____

Date: _____

Printed Name: _____

Title: _____

Engineer: Halff

BY:  _____

Date: 10/21/2025

Printed Name: Kevin J. Gronwaldt, PE, LGPP

Title: Public Works Team Leader



AGENDA INFORMATION SHEET

MEETING DATE: October 27, 2025

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

SUMMARY: The following board members wish to be reappointed to a two year term, expiring December 2027.

Nancy Koket, Place 1

Chris Gordon, Place 3

Sugene May, Place 5

Paul Kenney, Place 7



AGENDA INFORMATION SHEET

MEETING DATE: October 27, 2025

AGENDA ITEM: Conduct a public hearing regarding an ordinance for the issuance of a Special Use Permit for non-emergent ambulance staging at 6060 S Stemmons Freeway Suite 100A and consider and act on the same. The legal description of the property is Lake Cities Polaris Addition, Blk A, Lot 1, Town of Hickory Creek, Denton County, Texas and zoned C-1 Commercial.

AGENDA ITEM

SUMMARY: Staging of ambulances and personnel for the dispatch of non-emergent patient transfers to and from hospitals in the Denton and Lewisville area. Lights and sirens will not be utilized. The property is zoned as C-1 Commercial. Ambulance Services are listed under the C-2 Commercial zoning designation.

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF HICKORY CREEK, TEXAS, GRANTING A SPECIAL USE PERMIT FOR NON-EMERGENT AMBULANCE STAGING AT 6060 S. STEMMONS FREEWAY SUITE 100A, A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS LAKE CITIES POLARIS ADDN, BLK A, LOT 1, OF HICKORY CREEK, TEXAS; 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 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, 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 approval of the application for Special Use Permit 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, the Town Council finds that such Special Use Permit should be granted; 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 Chapter 211 of the Local Government Code and the Open Meetings Act.

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
SPECIAL USE PERMIT

The Special Use Permit be issued to allow a non-emergent ambulance staging at 6060 S Stemmons Freeway, Suite 100A, otherwise known as Lake Cities Polaris Addn, Blk A, Lot 1, Town of Hickory Creek, Denton, Texas. If the above-described Special Use Permit is revoked for any reason, the applicant must re-submit an Application for Special Use Permit and obtain approval for same. Furthermore, that the Special Use Permit approved herein shall be issued pursuant to the existing terms, fees, and conditions for Special Use Permits issued by the City of Hickory Creek, Texas.

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.

SECTION 5
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 6
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 7 **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 8 **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 9 **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 10 **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 11 **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 _____ day of October, 2025.

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

ATTEST:

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



AGENDA INFORMATION SHEET

MEETING DATE: October 27, 2025

AGENDA ITEM: Consider and act on a site and landscape plan for Walmart, located at 1035 Hickory Creek Boulevard. The property is legally described as Wal-Mart Addition, Block A, Lot 1R. EnterText

AGENDA ITEM

SUMMARY: 27 parking spaces on the north side of the property near the Garden Center and Murphy Oil will be removed and replaced with 8 electric vehicle charging stations. Islands will be added for additional green space and equipment.

Date	Request	Meeting	Result
10/21/2025	Site & Landscape Plan	Planning and Zoning	



October 17, 2025
AVO 37638.200

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

**Re: Walmart EV Stations (Lot 1, Block A – Wal-Mart Addition)
Site Plan and Landscape Plan
3rd (Final) Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Site Plan and Landscape Plan application for Walmart EV Stations, Lot 1, Block A Wal-Mart Addition on September 17, 2025. The surveyor and engineer is Kimley-Horn & Associates, Inc. The owner is Walmart

2nd Submittal Received October 7, 2025
3rd Submittal Received October 16, 2025

Halff has reviewed the Site Plan and Landscape Plan and comment responses and recommends approval of the Site Plan and Landscape Plan. Please note all Platting and Stormwater Management Plan and Drainage/Downstream Assessment was approved in past Town Planning and Zoning and Council meetings.

General

1. Refer to Town checklist markup for additional comments.
1st Review Response: None
2nd Review: Comment addressed
2. Refer to attached markups for all additional comments.
1st Review Response: None
2nd Review: Comment addressed
3. Please address comments and markups on the attached markups and provide response letter and annotated responses on plans.
1st Review Response: None
2nd Review: Markups/Comments addressed and Response Letter provided.
4. Please amend all callouts of "City" of Hickory Creek to be "Town."
1st Review Response: None
2nd Review: Comment addressed

Site Improvement Map

1. Please update the Site Analysis Table to the most recent one provided separately by email to the Town. This appears to be an older version. (See Markups)
1st Review Response: None
2nd Review: Site Analysis Updated to latest parking counts. Comment addressed.
2. Please confirm the count for EV Parking spaces. Should it be 16 EV Spaces? There are 4 proposed stations, with the understanding that a max of 4 hookups will/can be provided per the HYC 400 product detail/specifications. Are these additional hookups meant to be installed now or at later date? Either way, it would appear 16 EV spaces are being installed. Please clarify (See Markups)
1st Review Response: Each charger is to provide EV charging to 2 designated EV charging stalls per the locations on the site plan. Confirmed count is 8 EV spaces
2nd Review: Comment addressed.
3. Note: Net Parking Space reduction/loss will be 27 spaces (19 spaces if providing 16 EV spaces as noted in previous comment). Total spaces is under the 1,021 spaces required per Town Ordinances (Previous parking space requirements appear to have been waived/granted variance with original Addition improvements)
1st Review Response: Net parking space reduction is 27 spaces.
2nd Review: Comment addressed
4. Required parking count under the Proposed Column on Site Analysis Table should be the same as existing since store SF is unchanged, i.e. 1,021 spaces. Please update.
2nd Review Response: Proposed parking count requirement updated to match existing parking count requirement of 1,021 spaces.
3rd Review: Comment addressed

Site Plan

1. Please confirm the relocated overhead light pole location will not impact the existing tree or tree root system. Looks very close to the trunk. (See Markups)
1st Review Response: Hand trenching around the existing tree where the light pole is being located to avoid impact to root system.
2nd Review: Comment addressed
2. Please confirm if any of the large EV spaces are intended to be ADA or Van Accessible spaces. Or just for larger/wider EVs? There is an ADA Parking Signage detail provided in the construction plans, so that is the reason for the comment. (See Markups)
1st Review Response: The larger spaces are intended to be ADA EV charger stations with ADA signage and striping per details. This has been labeled and updated on the site plan.
2nd Review: Comment addressed
3. Is the linework shown around the underground electric conduit/linework intended to be a proposed electric utility easement? Please verify and show on Modified Alta sheet as needed. (See Markups)
1st Review Response: Yes, proposed electric easement has been labeled on sheet C3.0 Site Plan and on the modified ALTA
2nd Review: Comment partially addressed. Easement shown/labeled on site plan, but not on ALTA.
2nd Review Response: Modified ALTA is included in the sheet set to provide existing conditions of the site prior to developments related to the EV charging stalls. Since the easement is proposed and will go into effect during/after construction, the proposed electric utility easement is not to be shown on the ALTA.

3rd Review: Comment addressed

Tree Preservation and Landscape Plan

1. Please show actual existing tree locations (per the included Legend) and corresponding protection fence circulating the trees since there will be pole relocations, signage and other improvements within these median areas currently outlined with protection fencing. (See Markups)
1st Review Response: Please see sheet 6500 for existing tree location tag number and improvements in the landscape islands.
2nd Review: Comment addressed
2. Please provide which tree # each of the trees are on the plan in order to better reflect the tree preservation chart in terms of their size and species. (See Markups)
1st Review Response: Please see sheet 6500 for existing tree location tag number and improvements in the landscape islands.
2nd Review: Comment addressed
3. Please confirm the intent of any proposed irrigation for the extended median on the west and the added median on the east. Existing irrigation is called to be protected and restored. (See Markups)
1st Review Response: Please see sheet 6600 "All proposed landscape shall be irrigated and connected to the existing irrigation system on site. Contractor to confirm all landscape has 100% coverage" Note.
2nd Review: Comment addressed

Sincerely,

HALFF

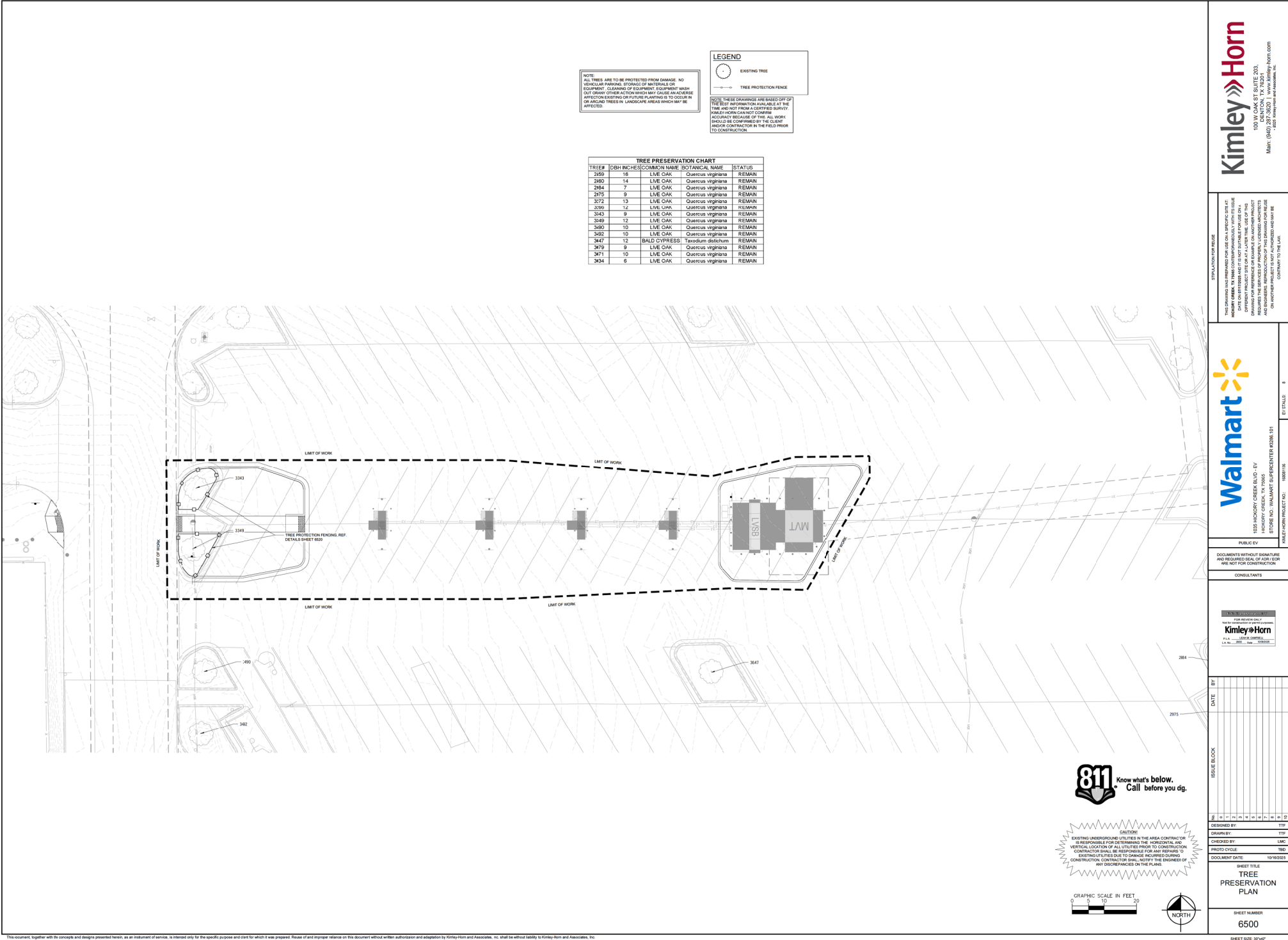
TBPELS Engineering Firm No. 312

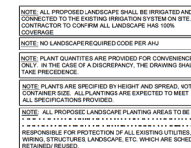


Kevin Gronwaldt, PE, LGPP
Consulting Engineer for the Town of Hickory Creek

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

Attachment: 2nd Review Comment Response Letter





PERMANENT GRASSCHART			
SYMBOL	ACREAGE	VARIETY	SEEDING RATE
SOD	0.1949	Common Bermuda	N/A

- [illegible]

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

September 3, 2025

Byrum Sign and Lighting
305 N Delaware Street Suite 106
Irving TX 75061



RE: Bank OZK Monument Sign, 4400 FM 2181

The Town of Hickory Creek has reviewed the plan submitted for the proposed Bank OZK Monument sign with an electronic message center located at 4400 FM 2181 and has denied the request. The proposed sign includes a central panel designed to display moving text and images. Section 3.08.013 Prohibited Signs (K)(1) states "No sign shall be illuminated to such an intensity or in such a manner as to cause a glare or brightness to a degree that it constitutes a hazard or nuisance. Moving, flashing, intermittently lighted, changing color, beacons, revolving or similarly constructed signs shall not be allowed. Alternating electronic data control components showing time, temperature and similar data may be allowed."

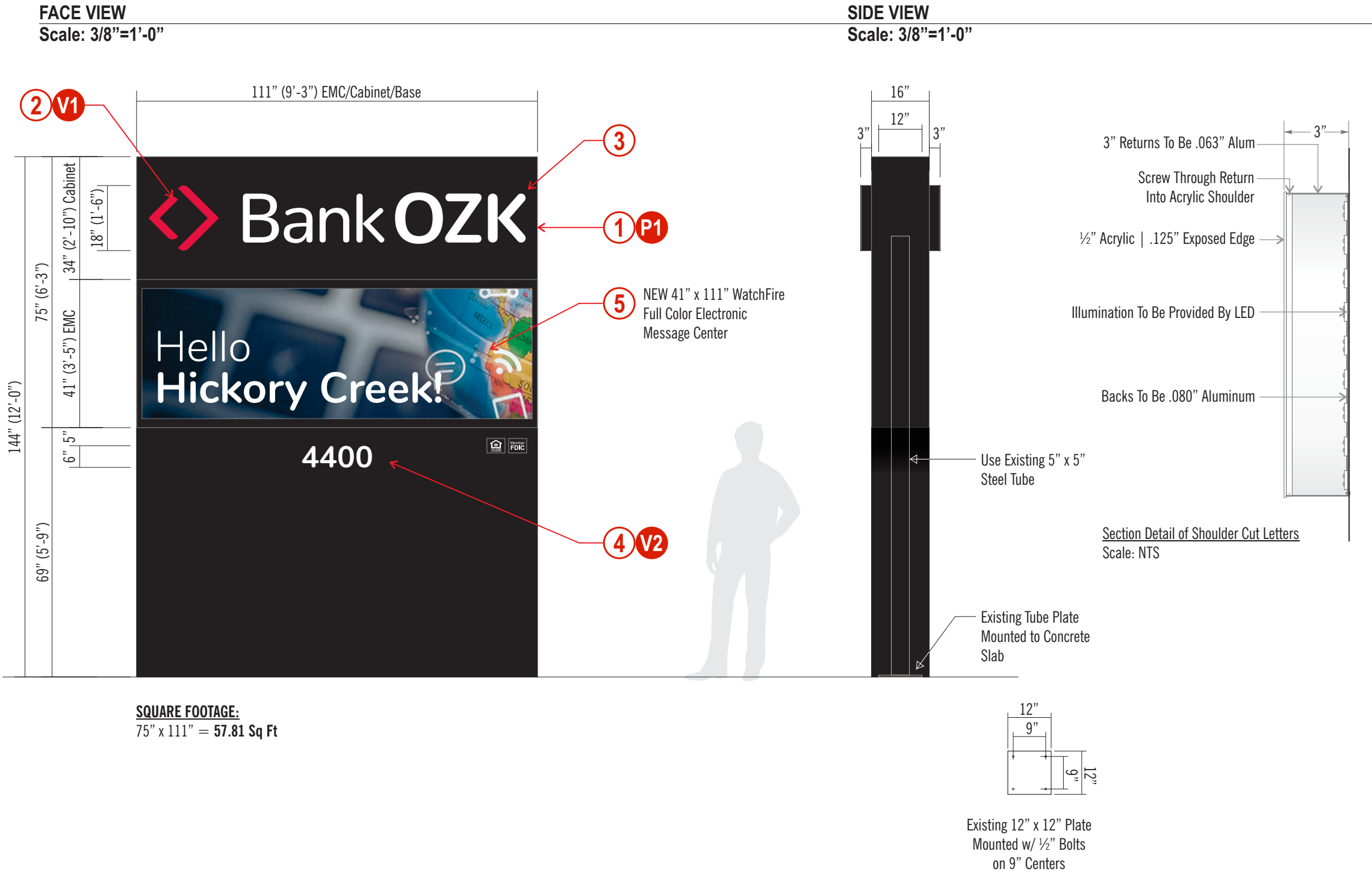
Section 3.08.004 Exemptions (c) states "In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of this article, the town council shall hear appeals with respect to any actions of the building official in the interpretation and enforcement of this article. Any such appeal shall be brought by written application filed by an interested party to the town council through the town secretary within ten days after the action of the building official which is the subject of the appeal. Enforcement of this article shall be stayed pending such appeal. In hearing such appeals, the town council shall review the determination of the building official and in so doing may 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. Following review, the town council shall act on the subject of the appeal." If you wish to apply for a variance in accordance with this section, please provide a letter stating the reason for the variance to Hickory Creek's Town Secretary, Kristi Rogers. The variance request will be placed on the next available Town Council agenda. If there are any further questions, please contact me.

Sincerely,

A handwritten signature in dark ink that reads "C Chaudoir".

Chris Chaudoir
Community Development / Code Compliance
chris.chaudoir@hickorycreek-tx.gov

City-close, lakeside living!



SignArt

6225 Old Concord Road

Charlotte, NC 28213

704.597.9801 phone

704.597.9808 fax

September 15, 2025

RE: Bank OZK

4400 FM 2181

Hickory Creek, TX 75065

To whom it may concern,

SignArt is the sign vendor for Bank OZK. We are working on the site listed above for the branch signage. We are requesting consideration for a variance to have an EMC (electronic message center) in the monument.

1. We are requesting a variance for an EMC for the monument sign located at the address above. We have scouted the area and there is a location that currently has an EMC. That location is located 0.31 nautical miles from the bank. The business that currently has an EMC is Clean & Green Car Wash located at 3950 FM2181, Hickory Creek, TX 75065. We will comply to all regulations & be in compliance to have the EMC.
2. We are requesting permission to be granted for the variance for the EMC to also allow customers & potential customers to locate us clearly. As drivers approach the bank, the existing trees and buildings somewhat block the standard sign but would allow for a properly controlled EMC to be viewed.

We do have photos that support the above. We appreciate all the consideration given to this request.

Sincerely,
Jill Campbell
SignArt



Sep 16, 2025 09:14:11 AM





