



**NOTICE OF  
SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, SEPTEMBER 15, 2025, 6:00 PM**

**AGENDA**

**Call to Order**

**Roll Call**

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

**Invocation**

**Proclamations**

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

**Items of Community Interest**

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

**Public Comment**

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

**Consent Agenda**

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

- [2.](#) 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.

#### **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.
- [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.
- [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.
- [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.
- [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.

13. Receive update from Councilmember Theodore, regarding Hickory Creek's First Stage, the grand opening event for the amphitheater, and discuss the same.
14. Receive update from John Smith, Town Manager, regarding roadway projects and discuss same.

### **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.

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

### **Reconvene into Open Session**

16. 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 September 9, 2025 at 11:00 a.m.



Kristi Rogers, Town Secretary  
Town of Hickory Creek

# Proclamation

by the

**Mayor of the Town of Hickory Creek, Texas**

- WHEREAS,** United Way of Denton County improves lives by mobilizing communities like Town of Hickory Creek to action so all can thrive; and
- WHEREAS,** United is The Way we create a healthy Denton County community with strengthened resilience, wellness, and financial security where everyone, regardless of age, has the opportunity to flourish.
- WHEREAS,** by working together to co-create solutions to people's most pressing challenges, United Way of Denton County positively impacts the lives of over 54,000 local residents annually.
- WHEREAS,** United Way of Denton County leads the effort with a network of nonprofits, governments, businesses, and donors to respond to our neighbor's immediate needs and seek out better solutions for larger community-wide issues.

**NOW, THEREFORE,** I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim **September 2025 as United is The Way Month** and proudly join United Way of Denton County in calling on all residents of Town of Hickory Creek to Give to One to Impact Many as we take action to create a future where everyone has the chance to thrive.

**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 15<sup>th</sup> day of September, 2025.

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Lynn C. Clark, Mayor  
Town of Hickory Creek

ATTEST:

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, AUGUST 04, 2025**

**MINUTES**

**Call to Order**

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

**Roll Call**

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Nick Wohr

Councilmember Ian Theodore

The following member was absent:

Councilmember Chris Gordon

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Matthew C.G. Boyle, Town Attorney

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

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

**Invocation**

Councilmember Theodore gave the invocation.

**Items of Community Interest**

Grand Opening for the amphitheater will be held in October.

Walmart held a Re-Grand Opening on August 1, 2025. Walmart presented the police department with a check in the amount of \$3,000.

**Public Comment**

John Grosskopf, 131 Oakwood Lane, stated during last week's town council meeting, he requested in writing to speak on three separate agenda items and was not called upon to speak on two of the items. He requested to be given time in a future town council meeting to address items from June 23, 2025, and July 28, 2025, council meetings and his written requests be preserved. In June's council meeting the town attorney ruled he was not allowed to speak for three minutes per agenda item despite the town ordinance expressly allowing it as well as the Texas Open Meetings Act public testimony provisions.

## **Town of Hickory Creek**

**August 4, 2025**

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He questions if the town attorney had jurisdiction over the matter at the time because he had not been sworn in. Members of the public find it interesting that the ordinance was changed to exclude the three minute per agenda item provision since he brought it up in the June council meeting. Over half of all town council, board and commission meetings have been cancelled dating back many months, making it much harder for citizens to know what is happening. Despite provisions allowing special called meetings, a number of special called meetings have been called for town council, board and commission meetings. Mr. Grosskopf has attended and spoken at several dozen meetings in the past eight years and only once has any of the town council members asked to meet with him to talk about his concerns.

Ron Furtick, 1500 Turbeville Road, stated he received an email from Halff Engineering that the plans submitted last year were approved for construction and he is in the process of getting bids. He was contractually granted pre-existing non-conforming use when he entered the town. He has not violated the ordinance in any way and the number of bedrooms in his park has not changed. By attempting to remove the pre-existing non-confirming use status, the Town eliminates his ability to retire from the income he relies on from the park. He takes that threat very seriously and will force him to take legal action. It appears the town's intention is to eliminate the park, forcing the tenants to be evicted and in some cases homeless. Making the park permanent seems like a crazy idea because the town needs high quality development which includes sit down restaurants, not drive-thrus. He met with the sidewalk contractor who is trying to purchase his park for pennies on the dollar in December. He expressed his fears to him about the town's lawsuit and was told the lawsuit would go away if he went under contract with him to purchase the land. Mr. Furtick has spent the last 30 years attempting to go through the process of creating a downtown for Hickory Creek and has failed. He doesn't want to fight. He has never fought council before and has always complied with the law. He only wants to help this town flourish economically.

Gloria Furtick, 1500 Turbeville Road, stated she does not understand why the Town is suing her and her husband. The town is using Hickory Creek citizens' tax dollars to pay for legal fees, and they are using their money to defend themselves. She would like to understand the purpose of the harassment and what result the Town wants. Is it a top notch Class A RV park, sell the land or to develop the land? She would like the town council to tell them, and issue zoning appropriate and specific to the use. She feels the speeches given by her, her husband, and Hickory Creek citizens are falling on deaf ears. What is the purpose of suppressing speech to three minutes? She requests a meeting with the Town Council to have an actual discussion which would help them understand what Town Council wants. The sidewalk contractor tried to purchase their land and stated he could make the lawsuit go away if they sold the land to him. Exactly whose authority does he make the statements?

### **Regular Agenda**

1. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, proposing a tax rate which represents the No-New-Revenue tax rate for 2025; setting a date, time and place to adopt the 2025 tax rate.

Motion made by Mayor Pro Tem Kenney to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, proposing a tax rate which represents the No-New-Revenue tax rate for 2025; setting the date as September 15, 2025, at 6:00 p.m. as presented, Seconded by Councilmember Theodore.

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

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

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

3. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas setting a date, time and place for a public hearing on the 2025-2026 Fiscal Year Proposed Budget; setting a date, time and place to adopt the budget.

Motion made by Councilmember Theodore to approve a resolution of the Town Council of the Town of Hickory Creek, Texas setting a date, time and place for a public hearing on the 2025-2026 Fiscal Year Proposed Budget; setting a date, time and place to adopt the budget for August 25, 2025 at 6:00 p.m., Seconded by Councilmember Gibbons.

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

### **Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 6:19 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.

4. Discussion regarding Denton CAD Property ID# 62326.

### **Reconvene into Open Session**

The Town Council reconvened into open session at 7:35 p.m.

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

No action taken.

### **Future Agenda Items**

The following item was requested: rules of decorum.

### **Adjournment**

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

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

**Town of Hickory Creek**  
**August 4, 2025**  
**Page 4**

The meeting did then stand adjourned at 7:36 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek



**REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, AUGUST 25, 2025**

**MINUTES**

**Call to Order**

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

**Roll Call**

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Nick Wohr

Councilmember Ian Theodore

The following member was absent:

Councilmember Chris Gordon

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Matthew C.G. Boyle, Town Attorney

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

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

**Invocation**

Councilmember Wohr gave the invocation.

**Presentation of Awards**

1. Hunter Lewis

Mayor Clark presented a plaque of appreciation to Hunter Lewis for completing his Eagle Scout project.

2. Thomas Nesbitt

Mayor Clark presented a plaque of appreciation to Thomas Nesbitt for completing his Eagle Scout project.

3. Former Board Members

Mayor Clark presented a plaque of appreciation to Bruce Enriquez for his years of service on the Hickory Creek Economic Development Corporation.

**Items of Community Interest**

The grand opening event for the amphitheater will be held sometime in October.

**Public Comment**

Greg Kiesow, 121 Oakwood Lane, stated he is a member of the Enclave HOA Board. The board is having difficulties with MSW Construction. MSW built a wall illegally, on their easement without a permit. The HOA is going to take the wall down on September 2<sup>nd</sup> and leave a note on the pile that states “No take backs, infinity.”

**Consent Agenda**

4. July 2025 Council Meeting Minutes
5. July 2025 Financial Statements.

Motion made by Councilmember Theodore to approve agenda items 4 and 5, Seconded by Mayor Pro Tem Kenney.

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

**Regular Agenda**

6. Ceremonial Oath of Office and Presentation of Badge to Officer Nate Brewer and Officer Zach Peterson.

Chief Dunn administered the Ceremonial Oath of Office to Officer Nate Brewer and Officer Zach Peterson. Officer Brewer's badge was presented to his wife for pinning. Officer Peterson's badge was presented to his father for pinning.

7. 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.

Motion made by Councilmember Gibbons to continue this item and its associated Public Hearing to the Town Council's September 15<sup>th</sup> meeting date., Seconded by Councilmember Theodore.

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

8. 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 continue this item to the September 15<sup>th</sup> meeting date of the Town Council, Seconded by Mayor Pro Tem Kenney.

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

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

John Smith, Town Manager, and Jeri Harwell, Republic Services, provided an overview of the five-year agreement and answered questions from the Town Council.

Motion made by Councilmember Theodore to approve and act on authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a municipal solid waste and recycling collection agreement by and between the Town of Hickory Creek, Texas and Allied Waste Systems, Inc. D/B/A Republic Services of Lewisville, Seconded by Councilmember Gibbons.

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

10. Consider and act on acceptance of medical rates from Cigna; dental, vision, life, accidental death, short term disability and long term disability from MetLife; first responder support from Responder Health and a supplemental benefit for an employees' household from New Benefits for employee coverage for Fiscal Year 2025-2026.

John Smith, Town Manager, provided an overview of employee benefits for 2025-2026 and answered questions from the Town Council.

Motion made by Mayor Pro Tem Kenney to accept the medical rates from Cigna; dental, vision, life, accidental death, short term disability and long term disability from MetLife; first responder support from Responder Health and a supplemental benefit for an employees' household from New Benefits for employee coverage for Fiscal Year 2025-2026, Seconded by Councilmember Wohr.

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

11. Conduct a public hearing regarding the 2025-2026 Town of Hickory Creek Fiscal Year Budget.

Mayor Clark called the public hearing to order at 6:35 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:35 p.m.

12. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek adopting and approving the budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026; providing for expenditure of funds, providing for filing of budget and ordinance.

Motion made by Councilmember Theodore to approve an ordinance of the Town Council of the Town of Hickory Creek adopting and approving the budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026; providing for expenditure of funds, providing for filing of budget and ordinance, Seconded by Mayor Pro Tem Kenney. Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember Wohr, Councilmember Theodore. Motion passed unanimously.

13. Consider and act on October 11, 2025 as the date for the grand opening event for the amphitheater, Hickory Creek's First Stage.

Councilmember Theodore stated due to the availability of entertainment the event would be held on October 18, 2025, instead of October 11, 2025.

Motion made by Mayor Pro Tem Kenney to approve October 18, 2025, from 6:00 p.m. until 8:00 p.m. as the date for the grand opening event for the amphitheater, Hickory Creek's First Stage, Seconded by Councilmember Gibbons. Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember Wohr, Councilmember Theodore. Motion passed unanimously.

### **Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 6:44 p.m. to discuss the following matters.

### **Section 551.071**

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

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

### **Section 551.074**

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

15. Town Manager

### **Reconvene into Open Session**

The Town Council reconvened into open session at 7:40 p.m.

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

Motion made by Councilmember Theodore to approve the agreements with the Town Manager consistent with the Council's discussion in Executive Session, Seconded by Mayor Pro Tem Kenney.

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

**Future Agenda Items**

The following items were requested: update on the Arts and Culture Board event, road construction update and an update on Pavlov.

**Adjournment**

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

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

The meeting did then stand adjourned at 7:42 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

11:43 AM

09/04/25

Accrual Basis

**Town of Hickory Creek**  
**Balance Sheet**  
**As of August 31, 2025**

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|                                  | <u>Aug 31, 25</u>           |
|----------------------------------|-----------------------------|
| <b>ASSETS</b>                    |                             |
| <b>Current Assets</b>            |                             |
| <b>Checking/Savings</b>          |                             |
| BOA - Animal Shelter Fund        | 28,408.21                   |
| BOA - Drug Forfeiture            | 85,835.68                   |
| BOA - Drug Seizure               | 11.64                       |
| BOA - General Fund               | 153,105.46                  |
| BOA - Parks and Recreation       | 224,023.07                  |
| BOA - Payroll                    | 510.00                      |
| BOA - Police State Training      | 5,193.04                    |
| Logic 2020 CO's                  | 78,854.31                   |
| Logic Animal Shelter Facility    | 11,149.18                   |
| Logic Coronavirus Recovery Fund  | 54,838.36                   |
| Logic Harbor Ln-Sycamore Bend    | 93,556.47                   |
| Logic Investment Fund            | 10,419,904.89               |
| Logic Turbeville Road            | 110,435.64                  |
| <b>Total Checking/Savings</b>    | <u>11,265,825.95</u>        |
| <b>Accounts Receivable</b>       |                             |
| Accounts Receivable              | 27,121.71                   |
| Municipal Court Payments         | 8,125.70                    |
| <b>Total Accounts Receivable</b> | <u>35,247.41</u>            |
| <b>Total Current Assets</b>      | <u>11,301,073.36</u>        |
| <b>TOTAL ASSETS</b>              | <u><b>11,301,073.36</b></u> |
| <b>LIABILITIES &amp; EQUITY</b>  | 0.00                        |

# Town of Hickory Creek

## Profit & Loss

### August 2025

|  | Aug 25     |
|--|------------|
| <b>Ordinary Income/Expense</b>           |            |
| <b>Income</b>                            |            |
| <b>Ad Valorem Tax Revenue</b>            |            |
| 4002 M&O                                 | 1,120.76   |
| 4004 M&O Penalties & Interest            | 275.07     |
| 4006 Delinquent M&O                      | 408.89     |
| 4008 I&S Debt Service                    | 687.92     |
| 4010 I&S Penalties & Interest            | 104.82     |
| 4012 Delinquent I&S                      | 73.43      |
| <b>Total Ad Valorem Tax Revenue</b>      | 2,670.89   |
| <b>Building Department Revenue</b>       |            |
| 4102 Building Permits                    | 14,868.19  |
| 4104 Certificate of Occupancy            | 1,000.00   |
| 4106 Contractor Registration             | 300.00     |
| 4112 Health Inspections                  | 920.00     |
| 4124 Sign Permits                        | 1,800.00   |
| 4132 Alarm Permit Fees                   | 75.00      |
| <b>Total Building Department Revenue</b> | 18,963.19  |
| <b>Franchise Fee Revenue</b>             |            |
| 4218 Telecom                             | 12,518.01  |
| 4220 Solid Waste                         | 6,887.04   |
| <b>Total Franchise Fee Revenue</b>       | 19,405.05  |
| <b>Interest Revenue</b>                  |            |
| 4330 General Fund Interest               | 4.06       |
| 4332 Investment Interest                 | 39,426.02  |
| <b>Total Interest Revenue</b>            | 39,430.08  |
| <b>Interlocal Revenue</b>                |            |
| 4402 Corp Contract Current Year          | 27,121.71  |
| <b>Total Interlocal Revenue</b>          | 27,121.71  |
| <b>Miscellaneous Revenue</b>             |            |
| 4502 Animal Adoption & Impound           | 865.00     |
| 4508 Annual Park Passes                  | 385.16     |
| 4510 Arrowhead Park Fees                 | 7,272.00   |
| 4526 Mineral Rights                      | 176.08     |
| 4530 Other Receivables                   | 27,259.03  |
| 4536 Point Vista Park Fees               | 855.00     |
| 4550 Sycamore Bend Fees                  | 3,052.08   |
| <b>Total Miscellaneous Revenue</b>       | 39,864.35  |
| <b>Municipal Court Revenue</b>           |            |
| 4602 Building Security Fund              | 24.00      |
| 4604 Citations                           | 53,045.33  |
| 4606 Court Technology Fund               | 16.00      |
| 4608 Jury Fund                           | 34.77      |
| 4610 Truancy Fund                        | 1,738.57   |
| 4612 State Court Costs                   | 25,662.85  |
| 4614 Child Safety Fee                    | 150.00     |
| <b>Total Municipal Court Revenue</b>     | 80,671.52  |
| <b>Sales Tax Revenue</b>                 |            |
| 4702 Sales Tax General Fund              | 246,500.28 |
| 4706 Sales Tax 4B Corporation            | 35,214.33  |
| 4708 Sales Tax Mixed Beverage            | 3,357.55   |
| <b>Total Sales Tax Revenue</b>           | 285,072.16 |
| <b>Total Income</b>                      | 513,198.95 |

# Town of Hickory Creek

## Profit & Loss

### August 2025

|                                      | Aug 25        |
|--------------------------------------|---------------|
| <b>Gross Profit</b>                  | 513,198.95    |
| <b>Expense</b>                       |               |
| <b>Capital Outlay</b>                |               |
| 5010 Street Maintenance              | 215.15        |
| 5012 Streets & Road Improvement      | 2,500.00      |
| 5022 Parks and Rec Improvements      | 26,854.00     |
| 5024 Public Safety Improvements      | 2,254.86      |
| 5026 Fleet Vehicles                  | 3,630.78      |
| 5032 Denton County TRIP22            | -1,172,271.71 |
| <b>Total Capital Outlay</b>          | -1,136,816.92 |
| <b>Debt Service</b>                  |               |
| 5110 2015 Refunding Bond Series      | 1,216.66      |
| 5112 2015 C.O. Series                | 1,216.67      |
| 5114 2020 C.O. Series                | 666.67        |
| <b>Total Debt Service</b>            | 3,100.00      |
| <b>General Government</b>            |               |
| 5202 Bank Service Charges            | 15.00         |
| 5206 Computer Hardware/Software      | 1,470.47      |
| 5212 EDC Tax Payment                 | 35,215.33     |
| 5218 General Communications          | 471.00        |
| 5224 Postage                         | 957.88        |
| 5228 Town Council/Board Expense      | 658.54        |
| 5230 Training & Education            | 800.00        |
| <b>Total General Government</b>      | 39,588.22     |
| <b>Municipal Court</b>               |               |
| 5312 Court Technology                | 287.88        |
| 5318 Merchant Fees/Credit Cards      | 518.99        |
| 5326 Training & Education            | 380.00        |
| 5332 Warrants Collected              | -3,315.60     |
| <b>Total Municipal Court</b>         | -2,128.73     |
| <b>Parks and Recreation</b>          |               |
| 5408 Tanglewood Park                 | 47.09         |
| <b>Total Parks and Recreation</b>    | 47.09         |
| <b>Parks Corps of Engineer</b>       |               |
| 5432 Arrowhead                       | 1,958.32      |
| 5434 Harbor Grove                    | 1,014.68      |
| 5436 Point Vista                     | 1,485.80      |
| 5438 Sycamore Bend                   | 1,644.01      |
| <b>Total Parks Corps of Engineer</b> | 6,102.81      |
| <b>Personnel</b>                     |               |
| 5502 Administration Wages            | 30,123.56     |
| 5504 Municipal Court Wages           | 8,424.46      |
| 5506 Police Wages                    | 108,758.52    |
| 5507 Police Overtime Wages           | 3,772.43      |
| 5508 Public Works Wages              | 22,033.51     |
| 5509 Public Works Overtime Wage      | 456.21        |
| 5510 Health Insurance                | 24,089.03     |
| 5514 Payroll Expense                 | 2,662.91      |
| <b>Total Personnel</b>               | 200,320.63    |
| <b>Police Department</b>             |               |
| 5602 Auto Gas & Oil                  | 5,454.53      |
| 5606 Auto Maintenance & Repair       | 4,263.88      |
| 5612 Computer Hardware/Software      | 6,976.85      |
| 5614 Crime Lab Analysis              | -405.00       |
| 5626 Office Supplies/Equipment       | 60.22         |



# Town of Hickory Creek

## Profit & Loss

### August 2025

|  | Aug 25              |
|--|---------------------|
| 5630 Personnel Equipment                 | 206.80              |
| 5636 Uniforms                            | 2,739.76            |
| 5640 Training & Education                | 2,781.57            |
| <b>Total Police Department</b>           | <b>22,078.61</b>    |
| <b>Public Works Department</b>           |                     |
| 5706 Animal Control Supplies             | 558.38              |
| 5708 Animal Control Vet Fees             | 237.31              |
| 5710 Auto Gas & Oil                      | 1,478.34            |
| 5714 Auto Maintenance/Repair             | 5,203.53            |
| 5718 Computer Hardware/Software          | 280.08              |
| 5724 Equipment Maintenance               | 2,886.06            |
| 5728 Equipment Supplies                  | 1,248.82            |
| 5732 Office Supplies/Equipment           | 572.12              |
| 5734 Communications                      | 275.93              |
| 5742 Uniforms                            | 167.53              |
| 5748 Landscaping Services                | 45,304.81           |
| <b>Total Public Works Department</b>     | <b>58,212.91</b>    |
| <b>Services</b>                          |                     |
| 5804 Attorney Fees                       | 38,046.63           |
| 5814 Engineering                         | 24,198.17           |
| 5818 Inspections                         | 3,953.00            |
| 5824 Library Services                    | 141.80              |
| 5828 Printing                            | 586.03              |
| 5840 Denton County Dispatch              | 45,183.00           |
| 5846 Span Transit Services               | 988.20              |
| <b>Total Services</b>                    | <b>113,096.83</b>   |
| <b>Special Events</b>                    |                     |
| 6012 Special Events                      | 7,417.39            |
| <b>Total Special Events</b>              | <b>7,417.39</b>     |
| <b>Utilities &amp; Maintenance</b>       |                     |
| 5902 Bldg Maintenance/Supplies           | 22,664.49           |
| 5904 Electric                            | 2,754.51            |
| 5906 Gas                                 | 147.55              |
| 5908 Street Lighting                     | 4,087.32            |
| 5910 Telecom                             | 348.83              |
| 5912 Water                               | 1,313.12            |
| <b>Total Utilities &amp; Maintenance</b> | <b>31,315.82</b>    |
| <b>Total Expense</b>                     | <b>-657,665.34</b>  |
| <b>Net Ordinary Income</b>               | <b>1,170,864.29</b> |
| <b>Net Income</b>                        | <b>1,170,864.29</b> |

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 91.63%**  
**October 2024 through August 2025**

|  | Oct '24 - Aug 25    | Budget              | % of Budget   |
|--|---------------------|---------------------|---------------|
| <b>Ordinary Income/Expense</b>           |                     |                     |               |
| <b>Income</b>                            |                     |                     |               |
| Ad Valorem Tax Revenue                   |                     |                     |               |
| 4002 M&O                                 | 1,752,364.56        | 1,785,273.00        | 98.2%         |
| 4004 M&O Penalties & Interest            | 6,518.45            | 4,500.00            | 144.9%        |
| 4006 Delinquent M&O                      | 253.84              | 1,000.00            | 25.4%         |
| 4008 I&S Debt Service                    | 833,555.80          | 848,773.00          | 98.2%         |
| 4010 I&S Penalties & Interest            | 3,440.77            | 3,000.00            | 114.7%        |
| 4012 Delinquent I&S                      | -84.58              | 500.00              | -16.9%        |
| <b>Total Ad Valorem Tax Revenue</b>      | <b>2,596,048.84</b> | <b>2,643,046.00</b> | <b>98.2%</b>  |
| <b>Building Department Revenue</b>       |                     |                     |               |
| 4102 Building Permits                    | 219,632.70          | 275,000.00          | 79.9%         |
| 4104 Certificate of Occupancy            | 4,500.00            | 3,500.00            | 128.6%        |
| 4106 Contractor Registration             | 5,475.00            | 2,500.00            | 219.0%        |
| 4108 Preliminary/Final Plat              | 2,550.00            | 0.00                | 100.0%        |
| 4110 Prelim/Final Site Plan              | 15,500.00           | 0.00                | 100.0%        |
| 4112 Health Inspections                  | 12,880.00           | 10,000.00           | 128.8%        |
| 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                          | 325.00              | 550.00              | 59.1%         |
| 4132 Alarm Permit Fees                   | 525.00              | 250.00              | 210.0%        |
| <b>Total Building Department Revenue</b> | <b>268,029.70</b>   | <b>297,500.00</b>   | <b>90.1%</b>  |
| <b>Franchise Fee Revenue</b>             |                     |                     |               |
| 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                         | 54,258.66           | 65,000.00           | 83.5%         |
| <b>Total Franchise Fee Revenue</b>       | <b>345,927.78</b>   | <b>410,000.00</b>   | <b>84.4%</b>  |
| <b>Interest Revenue</b>                  |                     |                     |               |
| 4330 General Fund Interest               | 59.61               | 25.00               | 238.4%        |
| 4332 Investment Interest                 | 489,732.87          | 250,000.00          | 195.9%        |
| <b>Total Interest Revenue</b>            | <b>489,792.48</b>   | <b>250,025.00</b>   | <b>195.9%</b> |
| <b>Interlocal Revenue</b>                |                     |                     |               |
| 4402 Corp Contract Current Year          | 46,034.67           | 64,215.00           | 71.7%         |
| <b>Total Interlocal Revenue</b>          | <b>46,034.67</b>    | <b>64,215.00</b>    | <b>71.7%</b>  |
| <b>Miscellaneous Revenue</b>             |                     |                     |               |
| 4502 Animal Adoption & Impound           | 8,262.00            | 23,500.00           | 35.2%         |
| 4506 Animal Shelter Donations            | 3,172.78            | 1,000.00            | 317.3%        |
| 4508 Annual Park Passes                  | 34,141.86           | 30,000.00           | 113.8%        |
| 4510 Arrowhead Park Fees                 | 51,128.00           | 40,000.00           | 127.8%        |
| 4512 Beer & Wine Permit                  | 60.00               | 150.00              | 40.0%         |
| 4516 Corp Parks Fund Reserve             | 0.00                | 0.00                | 0.0%          |
| 4518 Drug Forfeiture                     | 0.00                | 0.00                | 0.0%          |
| 4520 Drug Seizure                        | 0.00                | 0.00                | 0.0%          |
| 4524 Fund Balance Reserve                | 0.00                | 3,322,563.00        | 0.0%          |
| 4526 Mineral Rights                      | 565.29              | 500.00              | 113.1%        |
| 4530 Other Receivables                   | 117,498.49          | 75,000.00           | 156.7%        |
| 4534 PD State Training                   | 3,050.25            | 0.00                | 100.0%        |
| 4536 Point Vista Park Fees               | 10,725.00           | 9,000.00            | 119.2%        |
| 4546 Street Improv Restricted            | 0.00                | 0.00                | 0.0%          |
| 4550 Sycamore Bend Fees                  | 37,260.48           | 30,000.00           | 124.2%        |
| 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 91.63%**  
**October 2024 through August 2025**

|                                      | Oct '24 - Aug 25    | Budget               | % of Budget   |
|--------------------------------------|---------------------|----------------------|---------------|
| 4566 Interlocal Agreements           | 203,565.68          | 205,000.00           | 99.3%         |
| 4568 Opioid Settlements              | 4,918.64            | 0.00                 | 100.0%        |
| <b>Total Miscellaneous Revenue</b>   | <b>612,370.23</b>   | <b>5,104,802.00</b>  | <b>12.0%</b>  |
| <b>Municipal Court Revenue</b>       |                     |                      |               |
| 4602 Building Security Fund          | 12,990.96           | 18,023.00            | 72.1%         |
| 4604 Citations                       | 537,489.56          | 550,000.00           | 97.7%         |
| 4606 Court Technology Fund           | 10,724.90           | 15,936.00            | 67.3%         |
| 4608 Jury Fund                       | 325.79              | 200.00               | 162.9%        |
| 4610 Truancy Fund                    | 16,306.85           | 0.00                 | 100.0%        |
| 4612 State Court Costs               | 257,908.31          | 311,060.00           | 82.9%         |
| 4614 Child Safety Fee                | 350.00              | 800.00               | 43.8%         |
| <b>Total Municipal Court Revenue</b> | <b>836,096.37</b>   | <b>896,019.00</b>    | <b>93.3%</b>  |
| <b>Sales Tax Revenue</b>             |                     |                      |               |
| 4702 Sales Tax General Fund          | 2,279,422.26        | 2,333,625.00         | 97.7%         |
| 4706 Sales Tax 4B Corporation        | 325,631.77          | 333,375.00           | 97.7%         |
| 4708 Sales Tax Mixed Beverage        | 36,033.71           | 38,000.00            | 94.8%         |
| 4710 Hotel Occupancy Tax             | 5,868.68            | 5,000.00             | 117.4%        |
| <b>Total Sales Tax Revenue</b>       | <b>2,646,956.42</b> | <b>2,710,000.00</b>  | <b>97.7%</b>  |
| <b>Total Income</b>                  | <b>7,841,256.49</b> | <b>12,375,607.00</b> | <b>63.4%</b>  |
| <b>Gross Profit</b>                  | <b>7,841,256.49</b> | <b>12,375,607.00</b> | <b>63.4%</b>  |
| <b>Expense</b>                       |                     |                      |               |
| <b>Capital Outlay</b>                |                     |                      |               |
| 5010 Street Maintenance              | 11,019.74           | 25,000.00            | 44.1%         |
| 5012 Streets & Road Improvement      | 848,802.59          | 2,107,000.00         | 40.3%         |
| 5022 Parks and Rec Improvements      | 751,708.81          | 2,000,000.00         | 37.6%         |
| 5024 Public Safety Improvements      | 2,254.86            | 0.00                 | 100.0%        |
| 5026 Fleet Vehicles                  | 113,570.29          | 62,000.00            | 183.2%        |
| 5030 Broadband Initiative            | 0.00                | 0.00                 | 0.0%          |
| 5032 Denton County TRIP22            | 1,180,147.41        | 1,100,000.00         | 107.3%        |
| 5034 Animal Shelter Expansion        | 0.00                | 50,000.00            | 0.0%          |
| <b>Total Capital Outlay</b>          | <b>2,907,503.70</b> | <b>5,344,000.00</b>  | <b>54.4%</b>  |
| <b>Debt Service</b>                  |                     |                      |               |
| 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%        |
| <b>Total Debt Service</b>            | <b>850,850.00</b>   | <b>848,775.00</b>    | <b>100.2%</b> |
| <b>General Government</b>            |                     |                      |               |
| 5202 Bank Service Charges            | 177.00              | 200.00               | 88.5%         |
| 5204 Books & Subscriptions           | 0.00                | 300.00               | 0.0%          |
| 5206 Computer Hardware/Software      | 37,373.95           | 60,000.00            | 62.3%         |
| 5208 Copier Rental                   | 4,033.36            | 3,600.00             | 112.0%        |
| 5210 Dues & Memberships              | 3,208.45            | 3,500.00             | 91.7%         |
| 5212 EDC Tax Payment                 | 325,642.77          | 333,375.00           | 97.7%         |
| 5214 Election Expenses               | 9,591.42            | 15,000.00            | 63.9%         |
| 5216 Volunteer/Staff Events          | 10,799.07           | 7,000.00             | 154.3%        |
| 5218 General Communications          | 25,957.06           | 32,000.00            | 81.1%         |
| 5222 Office Supplies & Equip.        | 1,228.35            | 3,000.00             | 40.9%         |
| 5224 Postage                         | 4,202.91            | 7,000.00             | 60.0%         |
| 5226 Community Cause                 | 4,230.70            | 2,000.00             | 211.5%        |
| 5228 Town Council/Board Expense      | 8,574.58            | 6,500.00             | 131.9%        |
| 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%          |
| <b>Total General Government</b>      | <b>438,283.21</b>   | <b>477,275.00</b>    | <b>91.8%</b>  |
| <b>Municipal Court</b>               |                     |                      |               |

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 91.63%**  
**October 2024 through August 2025**

|                                      | Oct '24 - Aug 25    | Budget              | % of Budget   |
|--------------------------------------|---------------------|---------------------|---------------|
| 5302 Books & Subscriptions           | 0.00                | 100.00              | 0.0%          |
| 5304 Building Security               | 172.32              | 18,023.00           | 1.0%          |
| 5312 Court Technology                | 45,112.86           | 15,963.00           | 282.6%        |
| 5314 Dues & Memberships              | 50.00               | 150.00              | 33.3%         |
| 5318 Merchant Fees/Credit Cards      | 7,078.66            | 5,000.00            | 141.6%        |
| 5322 Office Supplies/Equipment       | -4.83               | 100.00              | -4.8%         |
| 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              | -4,609.96           | 2,500.00            | -184.4%       |
| <b>Total Municipal Court</b>         | <b>335,374.74</b>   | <b>354,896.00</b>   | <b>94.5%</b>  |
| <b>Parks and Recreation</b>          |                     |                     |               |
| 5402 Events                          | 0.00                | 1,500.00            | 0.0%          |
| 5408 Tanglewood Park                 | 26,636.91           | 5,000.00            | 532.7%        |
| 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%          |
| <b>Total Parks and Recreation</b>    | <b>27,196.91</b>    | <b>7,500.00</b>     | <b>362.6%</b> |
| <b>Parks Corps of Engineer</b>       |                     |                     |               |
| 5432 Arrowhead                       | 29,725.16           | 39,000.00           | 76.2%         |
| 5434 Harbor Grove                    | 3,859.47            | 10,500.00           | 36.8%         |
| 5436 Point Vista                     | 8,825.65            | 15,500.00           | 56.9%         |
| 5438 Sycamore Bend                   | 11,240.96           | 44,000.00           | 25.5%         |
| <b>Total Parks Corps of Engineer</b> | <b>53,651.24</b>    | <b>109,000.00</b>   | <b>49.2%</b>  |
| <b>Personnel</b>                     |                     |                     |               |
| 5502 Administration Wages            | 363,828.42          | 390,727.00          | 93.1%         |
| 5504 Municipal Court Wages           | 110,502.27          | 125,393.00          | 88.1%         |
| 5506 Police Wages                    | 1,169,060.84        | 1,283,873.00        | 91.1%         |
| 5507 Police Overtime Wages           | 59,090.88           | 36,000.00           | 164.1%        |
| 5508 Public Works Wages              | 262,659.81          | 286,154.00          | 91.8%         |
| 5509 Public Works Overtime Wage      | 4,445.70            | 4,500.00            | 98.8%         |
| 5510 Health Insurance                | 237,148.22          | 286,225.00          | 82.9%         |
| 5512 Longevity                       | 14,718.00           | 14,750.00           | 99.8%         |
| 5514 Payroll Expense                 | 32,011.57           | 30,000.00           | 106.7%        |
| 5516 Employment Exams                | 3,160.32            | 2,500.00            | 126.4%        |
| 5518 Retirement (TMRS)               | 295,107.60          | 317,550.00          | 92.9%         |
| 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%          |
| <b>Total Personnel</b>               | <b>2,596,488.88</b> | <b>2,853,742.00</b> | <b>91.0%</b>  |
| <b>Police Department</b>             |                     |                     |               |
| 5602 Auto Gas & Oil                  | 49,097.54           | 50,000.00           | 98.2%         |
| 5606 Auto Maintenance & Repair       | 73,096.60           | 65,000.00           | 112.5%        |
| 5610 Books & Subscriptions           | 226.34              | 600.00              | 37.7%         |
| 5612 Computer Hardware/Software      | 87,365.07           | 75,500.00           | 115.7%        |
| 5614 Crime Lab Analysis              | 1,443.38            | 5,000.00            | 28.9%         |
| 5616 Drug Forfeiture                 | 106,290.96          | 0.00                | 100.0%        |
| 5618 Dues & Memberships              | 125.00              | 500.00              | 25.0%         |
| 5626 Office Supplies/Equipment       | 1,842.33            | 2,000.00            | 92.1%         |
| 5630 Personnel Equipment             | 22,764.05           | 40,000.00           | 56.9%         |
| 5634 Travel Expense                  | 679.08              | 1,500.00            | 45.3%         |
| 5636 Uniforms                        | 16,470.82           | 12,000.00           | 137.3%        |
| 5640 Training & Education            | 26,182.68           | 15,000.00           | 174.6%        |
| 5644 Citizens on Patrol              | 0.00                | 100.00              | 0.0%          |
| 5646 Community Outreach              | 1,546.13            | 1,500.00            | 103.1%        |
| 5648 K9 Unit                         | 1,728.58            | 3,500.00            | 49.4%         |
| 5650 Task Force Forfeiture           | 0.00                | 0.00                | 0.0%          |
| <b>Total Police Department</b>       | <b>388,858.56</b>   | <b>272,200.00</b>   | <b>142.9%</b> |
| <b>Public Works Department</b>       |                     |                     |               |

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 91.63%**  
**October 2024 through August 2025**

|  | Oct '24 - Aug 25     | Budget               | % of Budget   |
|--|----------------------|----------------------|---------------|
| 5702 Animal Control Donation             | 0.00                 | 1,000.00             | 0.0%          |
| 5704 Animal Control Equipment            | 1,015.52             | 2,500.00             | 40.6%         |
| 5706 Animal Control Supplies             | 5,601.86             | 5,000.00             | 112.0%        |
| 5708 Animal Control Vet Fees             | 16,560.27            | 25,000.00            | 66.2%         |
| 5710 Auto Gas & Oil                      | 15,481.60            | 20,000.00            | 77.4%         |
| 5714 Auto Maintenance/Repair             | 18,156.48            | 10,000.00            | 181.6%        |
| 5716 Beautification                      | 17,877.64            | 120,000.00           | 14.9%         |
| 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               | 18,471.48            | 35,000.00            | 52.8%         |
| 5726 Equipment Rental                    | 2,648.46             | 1,000.00             | 264.8%        |
| 5728 Equipment Supplies                  | 8,228.75             | 5,000.00             | 164.6%        |
| 5732 Office Supplies/Equipment           | 1,290.97             | 1,750.00             | 73.8%         |
| 5734 Communications                      | 4,062.80             | 3,800.00             | 106.9%        |
| 5738 Training                            | 760.00               | 800.00               | 95.0%         |
| 5740 Travel Expense                      | 1,195.16             | 2,000.00             | 59.8%         |
| 5742 Uniforms                            | 3,896.16             | 2,800.00             | 139.1%        |
| 5748 Landscaping Services                | 117,765.50           | 90,000.00            | 130.9%        |
| <b>Total Public Works Department</b>     | <b>239,354.52</b>    | <b>332,100.00</b>    | <b>72.1%</b>  |
| <b>Services</b>                          |                      |                      |               |
| 5802 Appraisal District                  | 13,829.64            | 17,500.00            | 79.0%         |
| 5804 Attorney Fees                       | 175,729.09           | 100,000.00           | 175.7%        |
| 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                         | 257,583.71           | 95,000.00            | 271.1%        |
| 5816 General Insurance                   | 62,303.72            | 60,014.00            | 103.8%        |
| 5818 Inspections                         | 38,261.50            | 42,000.00            | 91.1%         |
| 5820 Fire Service                        | 970,693.00           | 970,692.00           | 100.0%        |
| 5822 Legal Notices/Advertising           | 3,207.38             | 2,000.00             | 160.4%        |
| 5824 Library Services                    | 1,712.10             | 1,200.00             | 142.7%        |
| 5826 Municipal Judge                     | 12,745.00            | 13,800.00            | 92.4%         |
| 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%        |
| 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%         |
| <b>Total Services</b>                    | <b>1,661,407.90</b>  | <b>1,441,119.00</b>  | <b>115.3%</b> |
| <b>Special Events</b>                    |                      |                      |               |
| 6012 Special Events                      | 21,610.12            | 25,000.00            | 86.4%         |
| <b>Total Special Events</b>              | <b>21,610.12</b>     | <b>25,000.00</b>     | <b>86.4%</b>  |
| <b>Utilities &amp; Maintenance</b>       |                      |                      |               |
| 5902 Bldg Maintenance/Supplies           | 161,630.59           | 185,000.00           | 87.4%         |
| 5904 Electric                            | 23,256.55            | 27,000.00            | 86.1%         |
| 5906 Gas                                 | 3,174.31             | 3,000.00             | 105.8%        |
| 5908 Street Lighting                     | 45,391.05            | 45,000.00            | 100.9%        |
| 5910 Telecom                             | 15,315.65            | 25,000.00            | 61.3%         |
| 5912 Water                               | 15,121.27            | 25,000.00            | 60.5%         |
| <b>Total Utilities &amp; Maintenance</b> | <b>263,889.42</b>    | <b>310,000.00</b>    | <b>85.1%</b>  |
| <b>Total Expense</b>                     | <b>9,784,469.20</b>  | <b>12,375,607.00</b> | <b>79.1%</b>  |
| <b>Net Ordinary Income</b>               | <b>-1,943,212.71</b> | <b>0.00</b>          | <b>100.0%</b> |
| <b>Net Income</b>                        | <b>-1,943,212.71</b> | <b>0.00</b>          | <b>100.0%</b> |

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

| Type                                       | Date       | Num        | Name                               | Amount    |
|--|------------|------------|------------------------------------|-----------|
| <b>Ordinary Income/Expense</b>             |            |            |                                    |           |
| <b>Expense</b>                             |            |            |                                    |           |
| <b>Capital Outlay</b>                      |            |            |                                    |           |
| <b>5012 Streets &amp; Road Improvement</b> |            |            |                                    |           |
| Check                                      | 08/27/2025 | Wire       | Dallas Area Rapid Transit          | 2,500.00  |
| Total 5012 Streets & Road Improvement      |            |            |                                    | 2,500.00  |
| <b>5022 Parks and Rec Improvements</b>     |            |            |                                    |           |
| Check                                      | 08/07/2025 | Debit      | Halff Associates, Inc.             | 20,620.00 |
| Check                                      | 08/19/2025 | 6509       | Freedom Title                      | 5,000.00  |
| Total 5022 Parks and Rec Improvements      |            |            |                                    | 25,620.00 |
| <b>5024 Public Safety Improvements</b>     |            |            |                                    |           |
| Bill                                       | 08/15/2025 | Inv #2...  | L.C.M.U.A.                         | 2,254.86  |
| Total 5024 Public Safety Improvements      |            |            |                                    | 2,254.86  |
| <b>5026 Fleet Vehicles</b>                 |            |            |                                    |           |
| Check                                      | 08/05/2025 | Debit      | Enterprise Fleet Management        | 3,087.78  |
| Total 5026 Fleet Vehicles                  |            |            |                                    | 3,087.78  |
| Total Capital Outlay                       |            |            |                                    | 33,462.64 |
| <b>General Government</b>                  |            |            |                                    |           |
| <b>5206 Computer Hardware/Software</b>     |            |            |                                    |           |
| Check                                      | 08/19/2025 | Debit      | Adobe                              | 1,151.52  |
| Total 5206 Computer Hardware/Software      |            |            |                                    | 1,151.52  |
| <b>5212 EDC Tax Payment</b>                |            |            |                                    |           |
| Check                                      | 08/13/2025 |            | Hickory Creek Economic Development | 35,214.33 |
| Total 5212 EDC Tax Payment                 |            |            |                                    | 35,214.33 |
| Total General Government                   |            |            |                                    | 36,365.85 |
| <b>Personnel</b>                           |            |            |                                    |           |
| <b>5510 Health Insurance</b>               |            |            |                                    |           |
| Check                                      | 08/20/2025 | ACH        | Cigna                              | 23,735.92 |
| Total 5510 Health Insurance                |            |            |                                    | 23,735.92 |
| Total Personnel                            |            |            |                                    | 23,735.92 |
| <b>Police Department</b>                   |            |            |                                    |           |
| <b>5602 Auto Gas &amp; Oil</b>             |            |            |                                    |           |
| Check                                      | 08/22/2025 | Debit      | Wright Express                     | 5,454.53  |
| Total 5602 Auto Gas & Oil                  |            |            |                                    | 5,454.53  |
| <b>5606 Auto Maintenance &amp; Repair</b>  |            |            |                                    |           |
| Bill                                       | 08/13/2025 | Inv #1...  | Christian Brothers Automotive      | 1,058.79  |
| Total 5606 Auto Maintenance & Repair       |            |            |                                    | 1,058.79  |
| <b>5612 Computer Hardware/Software</b>     |            |            |                                    |           |
| Bill                                       | 08/15/2025 | Inv #2...  | CloudGavel LLC                     | 1,200.00  |
| Bill                                       | 08/25/2025 | Inv #4...  | Leads Online                       | 2,666.00  |
| Total 5612 Computer Hardware/Software      |            |            |                                    | 3,866.00  |
| <b>5636 Uniforms</b>                       |            |            |                                    |           |
| Bill                                       | 08/16/2025 | Inv #IN... | Angel Armor                        | 1,756.20  |
| Total 5636 Uniforms                        |            |            |                                    | 1,756.20  |
| <b>5640 Training &amp; Education</b>       |            |            |                                    |           |
| Check                                      | 08/28/2025 | Debit      | TEEX                               | 1,995.00  |

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

| Type                                  | Date       | Num       | Name                                  | Amount     |
|---------------------------------------|------------|-----------|---------------------------------------|------------|
| Total 5640 Training & Education       |            |           |                                       | 1,995.00   |
| Total Police Department               |            |           |                                       | 14,130.52  |
| <b>Public Works Department</b>        |            |           |                                       |            |
| <b>5710 Auto Gas &amp; Oil</b>        |            |           |                                       |            |
| Check                                 | 08/22/2025 | Debit     | Wright Express                        | 1,478.34   |
| Total 5710 Auto Gas & Oil             |            |           |                                       | 1,478.34   |
| <b>5714 Auto Maintenance/Repair</b>   |            |           |                                       |            |
| Bill                                  | 08/13/2025 | Inv #1... | Christian Brothers Automotive         | 1,324.25   |
| Bill                                  | 08/16/2025 | Inv #1... | Christian Brothers Automotive         | 1,771.14   |
| Total 5714 Auto Maintenance/Repair    |            |           |                                       | 3,095.39   |
| <b>5724 Equipment Maintenance</b>     |            |           |                                       |            |
| Bill                                  | 08/14/2025 | Inv #5... | Spectrum Sports Intl                  | 2,152.00   |
| Total 5724 Equipment Maintenance      |            |           |                                       | 2,152.00   |
| <b>5748 Landscaping Services</b>      |            |           |                                       |            |
| Bill                                  | 08/04/2025 | Inv #4... | D & D Commercial Landscape Management | 2,054.56   |
| Bill                                  | 08/04/2025 | Inv #4... | D & D Commercial Landscape Management | 14,337.26  |
| Bill                                  | 08/04/2025 | Inv #3... | D & D Commercial Landscape Management | 10,502.91  |
| Bill                                  | 08/13/2025 | Inv #4... | D & D Commercial Landscape Management | 1,066.72   |
| Bill                                  | 08/16/2025 | Inv #2... | Blessing Gravel, LLC                  | 2,756.38   |
| Bill                                  | 08/16/2025 | Inv #2... | Blessing Gravel, LLC                  | 2,044.46   |
| Bill                                  | 08/16/2025 | Inv #4... | D & D Commercial Landscape Management | 11,460.78  |
| Total 5748 Landscaping Services       |            |           |                                       | 44,223.07  |
| Total Public Works Department         |            |           |                                       | 50,948.80  |
| <b>Services</b>                       |            |           |                                       |            |
| <b>5804 Attorney Fees</b>             |            |           |                                       |            |
| Bill                                  | 08/16/2025 | August... | Boyle & Lowry, LLP                    | 19,513.47  |
| Bill                                  | 08/16/2025 | 0635-0... | Brown & Hofmeister, LLP               | 17,933.16  |
| Total 5804 Attorney Fees              |            |           |                                       | 37,446.63  |
| <b>5814 Engineering</b>               |            |           |                                       |            |
| Check                                 | 08/28/2025 | Debit     | Halff Associates, Inc.                | 24,193.17  |
| Total 5814 Engineering                |            |           |                                       | 24,193.17  |
| <b>5818 Inspections</b>               |            |           |                                       |            |
| Check                                 | 08/12/2025 | Debit     | Build by I-Codes                      | -1,605.00  |
| Check                                 | 08/12/2025 | Debit     | Build by I-Codes                      | 1,550.00   |
| Check                                 | 08/12/2025 | Debit     | Build by I-Codes                      | 2,330.00   |
| Total 5818 Inspections                |            |           |                                       | 2,275.00   |
| <b>5840 Denton County Dispatch</b>    |            |           |                                       |            |
| Check                                 | 08/21/2025 | Debit     | Denton County                         | 45,183.00  |
| Total 5840 Denton County Dispatch     |            |           |                                       | 45,183.00  |
| Total Services                        |            |           |                                       | 109,097.80 |
| <b>Utilities &amp; Maintenance</b>    |            |           |                                       |            |
| <b>5902 Bldg Maintenance/Supplies</b> |            |           |                                       |            |
| Bill                                  | 08/06/2025 | Inv #2... | Pinkston Wastewater                   | 14,000.00  |
| Bill                                  | 08/21/2025 |           | 3H Concrete, Inc.                     | 1,885.00   |
| Bill                                  | 08/25/2025 | Inv #2... | L.C.M.U.A.                            | 1,250.00   |
| Bill                                  | 08/27/2025 | Inv #1... | American Communications               | 2,339.80   |
| Total 5902 Bldg Maintenance/Supplies  |            |           |                                       | 19,474.80  |
| <b>5904 Electric</b>                  |            |           |                                       |            |
| Check                                 | 08/25/2025 | Debit     | Hudson Energy Services, LLC           | 2,754.51   |

11:47 AM

09/04/25

Accrual Basis

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

| Type                          | Date       | Num   | Name                        | Amount             |
|-------------------------------|------------|-------|-----------------------------|--------------------|
| Total 5904 Electric           |            |       |                             | 2,754.51           |
| <b>5908 Street Lighting</b>   |            |       |                             |                    |
| Check                         | 08/25/2025 | Debit | Hudson Energy Services, LLC | 3,908.32           |
| Total 5908 Street Lighting    |            |       |                             | 3,908.32           |
| Total Utilities & Maintenance |            |       |                             | 26,137.63          |
| Total Expense                 |            |       |                             | 293,879.16         |
| Net Ordinary Income           |            |       |                             | -293,879.16        |
| <b>Net Income</b>             |            |       |                             | <b>-293,879.16</b> |





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

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276015

**ACCOUNT NAME:** 2020 CERTIFICATES OF OBLIGATIONS

**STATEMENT PERIOD:** 08/01/2025 - 08/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3944%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 8/29/25 WAS 0.999887.

### MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION              | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE    |
|------------------|--------------------------|---------------------|--------------------|------------|
|                  | BEGINNING BALANCE        |                     |                    | 641,867.13 |
| 08/11/2025       | TRANSFER TO 1668276001   | 6183347             | 131,837.00 -       | 510,030.13 |
| 08/11/2025       | TRANSFER TO 1668276001   | 6183348             | 205,878.30 -       | 304,151.83 |
| 08/11/2025       | TRANSFER TO 1668276001   | 6183349             | 108,687.04 -       | 195,464.79 |
| 08/11/2025       | TRANSFER TO 1668276001   | 6183350             | 99,702.50 -        | 95,762.29  |
| 08/11/2025       | TRANSFER TO 1668276001   | 6183351             | 38,025.00 -        | 57,737.29  |
| 08/26/2025       | TRANSFER FROM 1668276001 | 6183975             | 20,183.11          | 77,920.40  |
| 08/29/2025       | MONTHLY POSTING          | 9999888             | 933.91             | 78,854.31  |
|                  | ENDING BALANCE           |                     |                    | 78,854.31  |

### MONTHLY ACCOUNT SUMMARY

|                   |            |
|-------------------|------------|
| BEGINNING BALANCE | 641,867.13 |
| TOTAL DEPOSITS    | 20,183.11  |
| TOTAL WITHDRAWALS | 584,129.84 |
| TOTAL INTEREST    | 933.91     |
| ENDING BALANCE    | 78,854.31  |
| AVERAGE BALANCE   | 250,072.68 |



**MONTHLY STATEMENT OF ACCOUNT (continued)**

**ACCOUNT:** 1668276015

**ACCOUNT NAME:** 2020 CERTIFICATES OF OBLIGATIONS

**STATEMENT PERIOD:** 08/01/2025 - 08/31/2025

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

| ACCOUNT NAME                     | DEPOSITS     | WITHDRAWALS  | INTEREST  |
|----------------------------------|--------------|--------------|-----------|
| 2020 CERTIFICATES OF OBLIGATIONS | 1,619,052.67 | 2,663,029.49 | 23,419.07 |



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

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276007

**ACCOUNT NAME:** ANIMAL SHELTER FACILITY

**STATEMENT PERIOD:** 08/01/2025 - 08/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3944%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 8/29/25 WAS 0.999887.

### MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION       | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE   |
|------------------|-------------------|---------------------|--------------------|-----------|
|                  | BEGINNING BALANCE |                     |                    | 11,107.69 |
| 08/29/2025       | MONTHLY POSTING   | 9999888             | 41.49              | 11,149.18 |
|                  | ENDING BALANCE    |                     |                    | 11,149.18 |

### MONTHLY ACCOUNT SUMMARY

|                   |           |
|-------------------|-----------|
| BEGINNING BALANCE | 11,107.69 |
| TOTAL DEPOSITS    | 0.00      |
| TOTAL WITHDRAWALS | 0.00      |
| TOTAL INTEREST    | 41.49     |
| ENDING BALANCE    | 11,149.18 |
| AVERAGE BALANCE   | 11,107.69 |

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

| ACCOUNT NAME            | DEPOSITS | WITHDRAWALS | INTEREST |
|-------------------------|----------|-------------|----------|
| ANIMAL SHELTER FACILITY | 0.00     | 0.00        | 324.72   |



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

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276016

**ACCOUNT NAME:** CORONAVIRUS LOCAL RECOVERY FUNDS

**STATEMENT PERIOD:** 08/01/2025 - 08/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3944%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 8/29/25 WAS 0.999887.

### MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION       | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE   |
|------------------|-------------------|---------------------|--------------------|-----------|
|                  | BEGINNING BALANCE |                     |                    | 54,634.45 |
| 08/29/2025       | MONTHLY POSTING   | 9999888             | 203.91             | 54,838.36 |
|                  | ENDING BALANCE    |                     |                    | 54,838.36 |

### MONTHLY ACCOUNT SUMMARY

|                   |           |
|-------------------|-----------|
| BEGINNING BALANCE | 54,634.45 |
| TOTAL DEPOSITS    | 0.00      |
| TOTAL WITHDRAWALS | 0.00      |
| TOTAL INTEREST    | 203.91    |
| ENDING BALANCE    | 54,838.36 |
| AVERAGE BALANCE   | 54,634.45 |

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

| ACCOUNT NAME                     | DEPOSITS | WITHDRAWALS | INTEREST |
|----------------------------------|----------|-------------|----------|
| CORONAVIRUS LOCAL RECOVERY FUNDS | 0.00     | 5,212.95    | 1,663.48 |



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

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276009

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

**STATEMENT PERIOD:** 08/01/2025 - 08/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3944%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 8/29/25 WAS 0.999887.

### MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION       | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE   |
|------------------|-------------------|---------------------|--------------------|-----------|
|                  | BEGINNING BALANCE |                     |                    | 93,208.58 |
| 08/29/2025       | MONTHLY POSTING   | 9999888             | 347.89             | 93,556.47 |
|                  | ENDING BALANCE    |                     |                    | 93,556.47 |

### MONTHLY ACCOUNT SUMMARY

|                   |           |
|-------------------|-----------|
| BEGINNING BALANCE | 93,208.58 |
| TOTAL DEPOSITS    | 0.00      |
| TOTAL WITHDRAWALS | 0.00      |
| TOTAL INTEREST    | 347.89    |
| ENDING BALANCE    | 93,556.47 |
| AVERAGE BALANCE   | 93,208.58 |

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

| ACCOUNT NAME                | DEPOSITS | WITHDRAWALS | INTEREST |
|-----------------------------|----------|-------------|----------|
| HARBOR LANE - SYCAMORE BEND | 0.00     | 0.00        | 2,725.00 |



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

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276001

**ACCOUNT NAME:** INVESTMENT FUND

**STATEMENT PERIOD:** 08/01/2025 - 08/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3944%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 8/29/25 WAS 0.999887.

### MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION              | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE       |
|------------------|--------------------------|---------------------|--------------------|---------------|
|                  | BEGINNING BALANCE        |                     |                    | 8,746,197.27  |
| 08/01/2025       | ACH WITHDRAWAL           | 6182854             | 100,000.00 -       | 8,646,197.27  |
| 08/07/2025       | ACH DEPOSIT              | 6183140             | 1,490,601.99       | 10,136,799.26 |
| 08/11/2025       | TRANSFER FROM 1668276015 | 6183347             | 131,837.00         | 10,268,636.26 |
| 08/11/2025       | TRANSFER FROM 1668276015 | 6183348             | 205,878.30         | 10,474,514.56 |
| 08/11/2025       | TRANSFER FROM 1668276015 | 6183349             | 108,687.04         | 10,583,201.60 |
| 08/11/2025       | TRANSFER FROM 1668276015 | 6183350             | 99,702.50          | 10,682,904.10 |
| 08/11/2025       | TRANSFER FROM 1668276015 | 6183351             | 38,025.00          | 10,720,929.10 |
| 08/13/2025       | WIRE WITHDRAWAL          | 6183443             | 318,329.28 -       | 10,402,599.82 |
| 08/26/2025       | TRANSFER TO 1668276015   | 6183975             | 20,183.11 -        | 10,382,416.71 |
| 08/29/2025       | MONTHLY POSTING          | 9999888             | 37,488.18          | 10,419,904.89 |
|                  | ENDING BALANCE           |                     |                    | 10,419,904.89 |

### MONTHLY ACCOUNT SUMMARY

|                   |               |
|-------------------|---------------|
| BEGINNING BALANCE | 8,746,197.27  |
| TOTAL DEPOSITS    | 2,074,731.83  |
| TOTAL WITHDRAWALS | 438,512.39    |
| TOTAL INTEREST    | 37,488.18     |
| ENDING BALANCE    | 10,419,904.89 |
| AVERAGE BALANCE   | 10,044,985.06 |



**MONTHLY STATEMENT OF ACCOUNT (continued)**

**ACCOUNT:** 1668276001

**ACCOUNT NAME:** INVESTMENT FUND

**STATEMENT PERIOD:** 08/01/2025 - 08/31/2025

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

| ACCOUNT NAME    | DEPOSITS     | WITHDRAWALS  | INTEREST   |
|-----------------|--------------|--------------|------------|
| INVESTMENT FUND | 4,179,944.78 | 4,866,769.28 | 309,441.37 |



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

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276002

**ACCOUNT NAME:** TURBEVILLE RD IMPROVEMENT FUND

**STATEMENT PERIOD:** 08/01/2025 - 08/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3944%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 8/29/25 WAS 0.999887.

### MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION       | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE    |
|------------------|-------------------|---------------------|--------------------|------------|
|                  | BEGINNING BALANCE |                     |                    | 110,025.00 |
| 08/29/2025       | MONTHLY POSTING   | 9999888             | 410.64             | 110,435.64 |
|                  | ENDING BALANCE    |                     |                    | 110,435.64 |

### MONTHLY ACCOUNT SUMMARY

|                   |            |
|-------------------|------------|
| BEGINNING BALANCE | 110,025.00 |
| TOTAL DEPOSITS    | 0.00       |
| TOTAL WITHDRAWALS | 0.00       |
| TOTAL INTEREST    | 410.64     |
| ENDING BALANCE    | 110,435.64 |
| AVERAGE BALANCE   | 110,025.00 |

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

| ACCOUNT NAME                   | DEPOSITS | WITHDRAWALS | INTEREST |
|--------------------------------|----------|-------------|----------|
| TURBEVILLE RD IMPROVEMENT FUND | 0.00     | 0.00        | 3,216.60 |



**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2025-0915-\_\_**

**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 THE CONSTRUCTION OF A RECREATION CENTER, AUTHORIZED PURSUANT TO SECTION 505.152 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

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

**WHEREAS**, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

**WHEREAS**, the Town Council of the Town of Hickory Creek, Texas, finds and determines that the Performance Agreement, a copy of which is attached hereto as ***Exhibit A***, meets the definition of “project” as that term is defined by Section 505.152 of the Texas Local Government Code.

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

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

**Section 2.** That the Town Council of the Town of Hickory Creek, Texas, finds and determines that the project, and Performance Agreement, attached hereto as ***Exhibit A***, meets the definition of “project” as that term is defined by Section 505.152 of the Texas Local Government Code.

**Section 3.** That the Town Council of the Town of Hickory Creek, Texas, authorizes the project and Performance Agreement, attached hereto as ***Exhibit A***, and authorize the Mayor to execute this Resolution.

**Section 4.** That this Resolution shall become effective from and after its passage.

**DULY RESOLVED** by the Town Council of the Town of Hickory Creek, Texas, on this the 15<sup>th</sup> day of September , 2025.

---

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

**ATTEST:**

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

***Exhibit A***

**Performance Agreement**

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2025-0915-\_\_**

**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 BLOCK 1, LOT 5 OF THE INTERNATIONAL HOUSE OF PANCAKES ADDITION, AN ADDITION TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS, BY AND BETWEEN THE HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION AND A TEXAS NON-PROFIT CORPORATION, AND RODGER I. AND SHARON L. BARKOFF, TRUSTEES OF THE BARKOFF FAMILY TRUST; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

WHEREAS, the Town Council of the Town of Hickory, Texas, does hereby approve and authorize the President and/or Executive Director of the Hickory Creek Economic Development Corporation, a Type B economic development corporation, to execute the Commercial Contract – Unimproved Property, a copy of which is attached hereto as *Exhibit A*, and any and all documents necessary to acquire Block 1, Lot 5 of the International House of Pancakes Addition, an addition to the Town of Hickory Creek, Denton County, Texas, on the terms as described in said real estate sales contract.

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

**Section 1. FINDINGS INCORPORATED**

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

**Section 2. AUTHORIZING THE ACQUISITION OF REAL PROPERTY**

That the Town Council of the Town of Hickory Creek, Texas, does hereby authorize the President and/or Executive Director of the Hickory Creek Economic Development Corporation to execute the Commercial Contract – Unimproved Property, a copy of which is attached hereto as *Exhibit A*, and any and all documents necessary to acquire Block 1, Lot 5 of the International House of Pancakes Addition, an addition to the Town of Hickory Creek, Denton County, Texas, on the terms as described in said real estate sales contract.

**Section 3. SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since

the same would have been enacted by the Town Council without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.      EFFECTIVE DATE**

That this Resolution shall become effective immediately upon its passage.

**PASSED, APPROVED AND ADOPTED** by the Town Council of the Town of Hickory Creek, Texas, on this the 15<sup>th</sup> day of September, 2025.

**APPROVED:**

---

Lynn Clark, Mayor  
Town of Hickory Creek, Texas

**ATTEST:**

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

***Exhibit A***

[Commercial Contract – Unimproved Property]

# TOWN OF HICKORY CREEK

## IH35E GREEN RIBBON PROJECT AT TURBEVILLE ROAD BID # 2025-01

### CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 15<sup>th</sup> day of September, 2025, by and between the Town of Hickory Creek, County of Denton, Texas, hereinafter referred to as the "Town," and Central North Construction, LLC. a Limited Liability Company hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

#### IH35E GREEN RIBBON PROJECT AT TURBEVILLE ROAD BID # 2025-01

in the Town of Hickory Creek, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called "Engineer", who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment and performance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;
- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;

- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Hickory Creek Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond and Payment Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

**ARTICLE 2.** For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Seven Hundred Twenty-eight Thousand, Nine Hundred Eighty-four Dollars and Fifty cents (\$ 728,984.50)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by

the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of **One Hundred Six (106)** calendar days, and final completion of **One Hundred Fourteen (114)** calendar days, ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Hickory Creek. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage's required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The performance and payment bonds shall be issued on the forms attached to this Construction Agreement. Other performance and payment bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance and payment bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance and payment bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly



completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

| <u>Contract Amount</u>      | <u>Retainage Percentage</u> |
|-----------------------------|-----------------------------|
| Up to \$25,000.00           | 15%                         |
| \$25,000.00 to \$400,000.00 | 10%                         |
| Over \$400,000.00           | 5%                          |

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

**ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").**

**BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.**

**INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE**

**ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of **Five Hundred and Zero/One Hundredths Dollars (\$500.00) per day** or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of **Five Hundred and Zero/One Hundredths Dollars (\$500.00) per day** per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Hickory Creek Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely

or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance and payment bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

**THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.**

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement

to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in **three (3)** copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the 15<sup>th</sup> day of September, 2025 .

TOWN OF HICKORY CREEK

CONTRACTOR

\_\_\_\_\_  
Lynn C. Clark, MAYOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
(Printed Name)  
(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST:\_\_\_\_\_  
Kristi Rogers, TOWN SECRETARY

ATTEST:\_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
(Position)



## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement ("Agreement") is entered into by Boyle & Lowry, LLP on behalf of the Town of Hickory Creek, Texas, hereinafter referred to as the "Town", and Freddy Calvert hereinafter referred to as the "Contractor".

WHEREAS, The Town desires to engage the services of Contractor for the purposes set forth herein, as independent contractor and not as an employee.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made and the benefits flowing to the parties hereto, the Town and the Contractor, do hereby contract and agree as follows:

### **A. DUTIES AND OBLIGATIONS OF CONTRACTOR.**

Assignments will be made on a project-by-project basis from the Town. Contractor will work independently to complete such assignments.

Contractor will provide unlimited onsite support: Ventek pay station maintenance and support at Town Corp. of Engineer Park.

Contractor's point of contact with the Town shall be John Smith, or his designee.

### **B. ADDITIONAL TERMS OF AGREEMENT**

1. This Agreement shall commence on October 1, 2025, and shall expire on September 30, 2026, unless terminated sooner, as provided herein.
2. This Agreement may be terminated by the Town or Contractor, with or without cause, by giving at least thirty (30) days written notice to the other party. Notwithstanding the above, the Town may terminate this Agreement immediately and without notice upon the happening of any of the following:

- (a.) The conviction of Contractor of any felony, or of any misdemeanor; or

(b.) The failure of Contractor to diligently or properly perform Contractor's duties under this Agreement.

3. Payment to the Contractor shall be as follows:

The Town shall pay Contractor a yearly amount of \$3,264.54.

4. The Contractor shall notify the Town of any anticipated absences.
5. Contractor shall not use alcoholic beverages, controlled substances, or any illegal substances while performing the duties under this Agreement.

#### C. STATUS OF CONTRACTOR

1. It is the intention of the parties that Contractor shall be an independent contractor and not an employee of the Town for all purposes, including but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Act, provisions of the Internal Revenue Code. Town will not pay for or provide Workers Compensation Insurance on Contractor. Contractor shall coordinate scheduled task with the Town. Contractor will be required to pay federal self-employment taxes upon amounts received under this Agreement.
2. **INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY THE TOWN, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, ATTORNEYS AND AGENTS AGAINST, AND HOLD HARMLESS FROM, ANY AND ALL LIABILITY, SUITS CLAIMS, ACTIONS, CAUSES OF ACTION COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEY'S FEES), INCLUDING BUT NOT LIMITED TO ANY INJURY TO OR THE DEATH OF ANY PERSON, DAMAGE TO, OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF CONTRACTOR, HIS OR HER AGENTS/EMPLOYEES, UNDER THIS AGREEMENT. THE PROVISION OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
3. Assignment: Contractor shall not assign any of its rights and obligations pursuant to this Agreement, without the express written consent of the Town.

4. Town Ordinances: This Agreement is subject to all Town Ordinances, rules and regulations presently in force and any Ordinances, rules and regulations passed or implemented by the Town during the term of this Agreement.

D. OTHER PROVISIONS:

1. The Contractor has paid all of his/her own license fees, certification fees, certification fees, and/or membership dues, if any.
2. The Contractor shall pay all of his/her own automobile and transportation expenses without receiving any reimbursement from the Town.
3. Contractor agrees that he/she is not required to maintain any specific schedule. Rather, the Contractor shall perform all obligations pursuant to this Agreement.
4. Contractor shall receive no health or death benefits, or accrue sick or vacation leave, or any other benefits except as contained in this Agreement.
5. All notices under this Agreement shall be in writing and be sent by regular or certified mail, courier service, facsimile, or hand-delivery, addressed as follows:

To the Town:

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

With a copy of:  
Matthew Boyle, Town Attorney  
4201 Wingren, Suite 108  
Irving, Texas 75062

To the Contractor:

Freddy Calvert  
2010 Corinth Pkwy Apt 7109  
Corinth, Texas 76210

6. This Agreement represents the full and complete agreement between the parties and supersedes any and all prior written or verbal agreements. This Agreement may not be amended without the express written consent of both the Town and Contractor.
7. This Agreement shall become effective only after it is executed by both the Town and Contractor.

**AGREED** to on this \_\_\_\_\_ day of September, 2025.

\_\_\_\_\_  
Freddy Calvert

\_\_\_\_\_  
John Smith

\_\_\_\_\_



## AGENDA INFORMATION SHEET

**MEETING DATE:** September 15, 2025

**AGENDA ITEMS:** Conduct a public hearing and discuss, consider and act on ordinance amending its comprehensive zoning ordinance and official zoning map by amending an existing planned development Ordinance No. 2020-08-857 for that certain tract of land legally described as A0915a M.E.P. & P.R.R. TR 15 (pt), 10.22 acres of land located in the 3000 Block of FM 2181; and establishing revised development standards.

**AGENDA ITEM  
SUMMARY:**

Victory Hickory Creek Development is proposing amending the current PD zoning designation to allow minor automotive repair on a maximum of 2 lots. Additionally, parking requirements for multi-tenant buildings shall be 1 space per 250 square feet. Minimum green space for the development shall not be less than 12% but the caliper and number of required trees shall be increased.

| Date     | Request  | Meeting             | Result   |
|----------|--|---------------------|--|
| 07/16/24 | Lennon Creek II Preliminary Plat, Site Plan, Landscape Plan and Final Plat | Planning and Zoning | Extension granted per Local Government Code 212.009.   |
| 07/30/24 | Lennon Creek II Preliminary Plat Lots 1-9                                  | Planning and Zoning | Approval recommended   |
| 07/30/24 | Lennon Creek II Site & Landscape Plan Lot 3, Block A                       | Planning and Zoning | Approval recommended   |
| 07/30/24 | Lennon Creek II Final Plat Lot 3, Block A                                  | Planning and Zoning | Approval recommended   |
| 08/05/24 | Lennon Creek II Preliminary Plat Lots 1-9                                  | Town Council        | Approved   |
| 08/05/24 | Lennon Creek II Site & Landscape Plan Lot 3, Block A                       | Town Council        | Approved   |
| 08/05/24 | Lennon Creek II Final Plat Lot 3, Block A                                  | Town Council        | Approved   |
| 01/21/25 | Lennon Creek II Final Plat Lot 9, Block A                                  | Planning and Zoning | Approval recommended contingent Halff comments are addressed.  |
| 01/21/25 | Lennon Creek II Site & Landscape Plan Lot 9, Block A                       | Planning and Zoning | Approval recommended with a vote of 4-2.   |
| 01/27/25 | Lennon Creek II Final Plat Lot 9, Block A                                  | Town Council        | Approval   |
| 01/27/25 | Lennon Creek II Site & Landscape Plan Lot 9, Block A                       | Town Council        | Tabled   |
| 07/22/25 | PD Zoning Amendment  | Planning and Zoning | Approval recommended with a vote of 3-1 restricting minor automotive to Lots 2A and 8. Landscaping shall be installed along the rear lot lines of the development. |
| 07/28/25 | PD Zoning Amendment  | Town Council        | Tabled   |
| 08/25/25 | PD Zoning Amendment  | Town Council        | Tabled   |

**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2025-09-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY AMENDING AN EXISTING PLANNED DEVELOPMENT ORDINANCE NO. 2020-08-857 A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS A0915A M.E.P. & P.R.R. TR 15 (PT), 10.22 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN; AS PD (PLANNED DEVELOPMENT); PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN AS PROVIDED FOR HEREIN; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE PLANNED DEVELOPMENT ZONING DISTRICT DESIGNATION FOR THE SUBJECT PROPERTY; PROVIDING REVISED DEVELOPMENT STANDARDS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the developer of 10.22 acres of land described on Exhibit "A" attached hereto and incorporated herein (the "Property"), has requested an amendment to Ordinance No. 2020-08-857.

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

**WHEREAS**, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of this Town, and after considering the information submitted at that public hearing and all other relevant information and materials, including the character of the Property and its suitability for particular uses and development, with a view of encouraging the most

appropriate use of the Property, the Town Council made a finding that the rezoning approved hereby accomplishes such objectives; and

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

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

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

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

### **SECTION 2** **FINDINGS**

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

### **SECTION 3** **AMENDMENT**

The Planned Development District Ordinance No. 2020-08-857 of the Town of Hickory Creek, Texas is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, definitions, phrases, and words are not amended by are hereby ratified and affirmed:

- A. The development standards for Planned Development Ordinance 2020-08-857 are being repealed and replaced with the development standards set forth on the attached Exhibit "B" and are incorporated herein as if copied in their entirety. Such development standards shall be adhered to in carrying out the development of the Property in accordance with this Ordinance and shall individually and collectively constitute conditions precedent to the granting of any Certificate of Occupancy and building permit for all structures within this Planned Development.

### **SECTION 4** **APPLICABLE REGULATIONS**

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

**SECTION 5**  
**ZONING MAP**

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

**SECTION 6**  
**CUMULATIVE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance.

**SECTION 7**  
**SAVINGS**

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

**SECTION 8**  
**SEVERABILITY**

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

**SECTION 9**  
**PENALTY**

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

**SECTION 10**  
**PUBLICATION**

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



**SECTION 11**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 12**  
**EFFECTIVE DATE**

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek,  
Texas, this 15<sup>th</sup> day of September, 2025.

---

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Exhibit A**  
**Legal Description**

Being a 10.22 acre tract of land out of the M. E.P. & P. R.R. Co. Survey, Abstract No. 915, situated in the Town of Hickory Creek, Denton County, Texas, being the remainder of a called 10.22 acre tract of land conveyed to Victory At Hickory Creek, LLC by deed of record in Document Number 2024-109434 of the Official Records of Denton County, Texas, also being all of Lennon II Addition, Lot 3, Block A, a subdivision of record in Document Number 2025-42 of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at an aluminum TXDOT monument found in the south right-of-way line of Teasley Drive (F.M. Road 2181 – right-of-way width varies), being the southeast corner of a called 1.0852 acre tract of land conveyed as Parcel 115 to State of Texas by deed of record in Document Number 2010-58857 of said Official Records, also being the southwest corner of a called 0.7892 acre tract of land conveyed as Parcel 120 to State of Texas by deed of record in Document Number 2010-103394 of said Official Records, and being the northeast corner of said 10.22 acre tract;

**THENCE**, S01°24'30"E, leaving the south right-of-way line of Teasley Drive, along the east line of said 10.22 acre tract, a distance of 259.73 feet to a mag nail set in a stone retaining wall at the northeast corner of Block B of Lennon Creek Addition, a subdivision of record in Document Number 2021-445 of said Plat Records, being the southeast corner of said 10.22 acre tract;

**THENCE**, S88°33'59"W, along the north line of said Block B of Lennon Creek Addition, being the common south line of said 10.22 acre tract, and in part being the common south line of said Lennon II Addition, Lot 3, Block A, a distance of 1,523.60 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the east right-of-way line of Parkridge Drive (right-of-way width varies), being the common east line of a called 0.4564 acre tract of land conveyed as Parcel 5 to City of Corinth by deed of record in Document Number 2011-73088 of said Official Records, being the northwest corner of said Block B of Lennon Creek Addition and the southwest corner of said 10.22 acre tract;

**THENCE**, along the east right-of-way line of Parkridge Drive, being the common west line of said 10.22 acre tract, in part being the common east line of said Parcel 5, and in part being the common east line of said Parcel 115, the following five (5) courses and distances:

1. Along a non-tangent curve to the left, having a radius of 1,530.00 feet, a chord bearing of N18°32'53"W, a chord length of 21.34 feet, a delta angle of 00°47'56", an arc length of 21.34 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. Along a reverse curve to the right, having a radius of 590.50 feet, a chord bearing of N15°23'14"W, a chord length of 73.34 feet, a delta angle of 07°07'15", an arc length of 73.39 feet to a 5/8 inch iron rod with illegible yellow plastic cap found;
3. Along a reverse curve to the left, having a radius of 309.50 feet, a chord bearing of N17°22'40"W, a chord length of 59.87 feet, a delta angle of 11°06'03", an arc length of 59.96 feet to a 5/8 inch iron rod with yellow plastic cap stamped "TNP" found;

4. N22°58'09"W, a distance of 135.67 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
5. N25°23'11"W, a distance of 21.95 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the southwest end of a cutback line at the intersection of the east right-of-way line of Parkridge Drive and the south right-of-way line of Teasley Drive;

**THENCE**, N38°04'38"E, along said cutback line and the common northwest line of said 10.22 acre tract, a distance of 17.10 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northeast end of said cutback line;

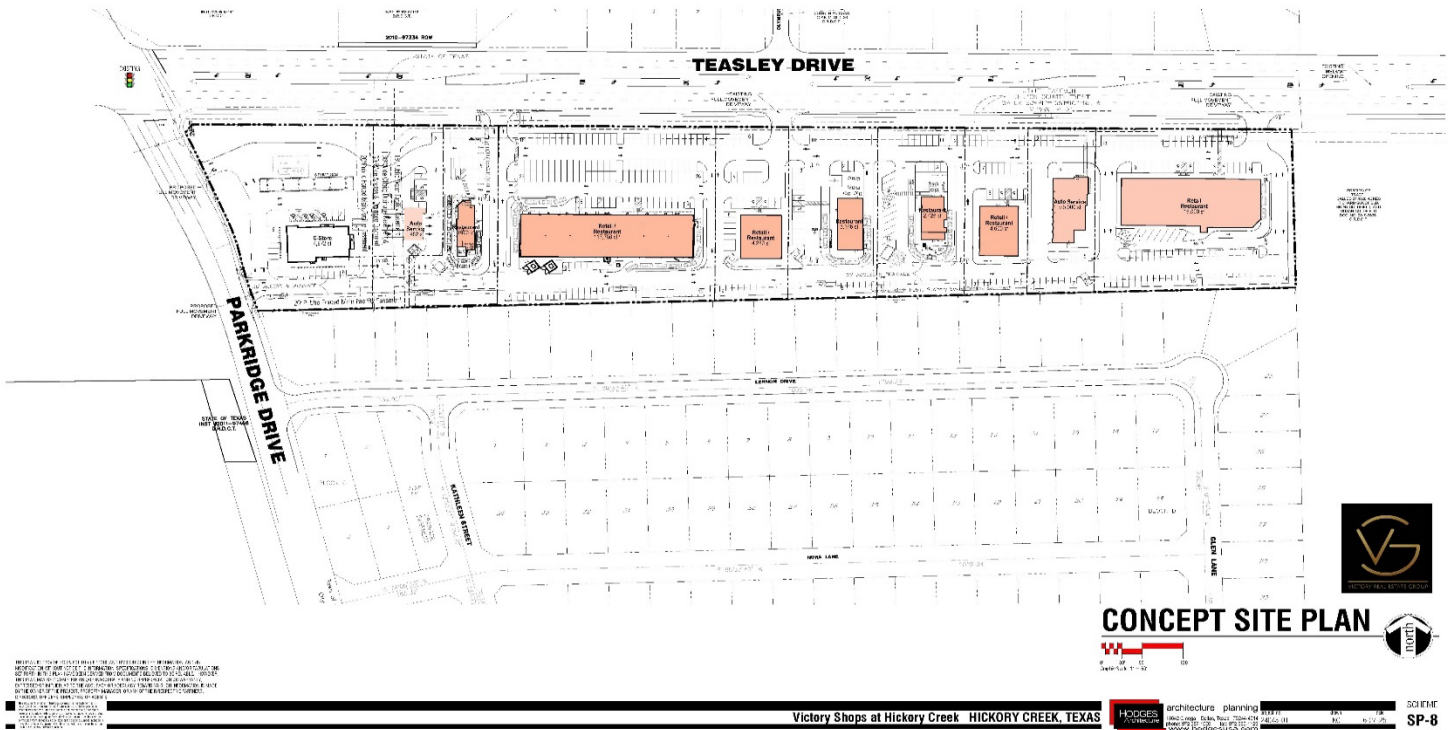
**THENCE**, S89°41'51"E, along the south right-of-way line of Teasley Drive, being the common south line of said Parcel 115, also being the common north line of said 10.22 acre tract, in part being the common north line of said Lennon II Addition, Lot 3, Block A, a distance of 1,612.70 feet to the **POINT OF BEGINNING** and containing an area of 10.22 acres (445,175 square feet) of land.

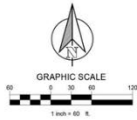
**Exhibit B**  
**Planned Development Standards**

All standards applicable to the C-1 Commercial District shall apply, including but not limited to permitted uses, building height, setbacks, lot coverage, and landscaping, unless modified herein.

- Minor automotive repair on a maximum of two (2) lots within the boundary of the development. Such minor automotive repair uses shall be limited to services such as quick lube/oil changes, tire services and sales, automotive diagnostics, and general maintenance or repair services such as brake repair and replacement, tire rotation and balancing, alignment, battery replacement, and other similar maintenance or light repair services that do not involve overnight vehicle storage, bodywork, or major engine/transmission repair.
- The minor automotive repair uses shall be located on Lot 2 for Take 5 and Lot 8 for Brakes Plus (the “Automotive Uses”). Any change to these Automotive Uses on these Lots shall require a Special Use Permit to be approved by City Council.
- The Automotive Uses on Lot 2 and Lot 8 shall provide final elevations as shown in Exhibit C to match the design intent for the development
- The Automotive Use on Lot 8 shall provide landscape screening in front of their bays which shall be 15-gallon Skyrocket Junipers, planted every 4’ on center with drip irrigation.
- The Automotive Use Lot 2 shall provide landscape screening for the western bays if Lot becomes retail or restaurant uses. The landscape screening shall be 15-gallon Skyrocket Junipers, planted every 4’ on center with drip irrigation.
- Parking shall be one (1) parking space per 250 square feet of gross building area, within a multi-tenant building regardless of the specific tenant mix.
- The minimum required landscape or open space area for entire development shall not be less than twelve percent (12%).
- All required trees shall be a minimum of four inches (4") in caliper at the time of planting, exceeding the Town’s standard minimum of three inches (3").
- The total number of site trees required shall be increased by fifteen percent (15%) above the minimum number required by the Town’s landscape code.
- The Commercial shall provide landscape screening in front of the screen wall between the Residential and Commercial uses. This landscape screening shall be 15-gallon Skyrocket Junipers, planted every 4’ on center with drip irrigation. Each Lot shall install the landscape screening with the installation of the screen wall upon issuance of a building permit.

# Exhibit C Overall Concept and Landscape Plan, Concept Elevations Lots 2 and 8



[illegible]

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF PLANT INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM SHALL OPERATE ON POTABLE WATER AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DEEP BROADCAST, SOODED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRINKLER HEADS AT TEN-FOOT SPACING.
4. ALL PLANTS SURROUNDING PLANT HYDROPHONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROPHONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON MOTOR AND SPRAY HEADS, VARIABLE RATE IRRIGATION, AND WETTING UNIFORMITY COMPENSATED PRECIPITATION RATE TECHNOLOGY RELATING SENSORY INPUT CAPABILITIES.

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF DRIVEWAYS, CURBS, WALKS, STORM OR SANITARY SEWER UTILITIES. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDCAPE, INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCLOSE THE ROOTBALL.

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 2" THICK LAYER OF 1-1/2" SHREDED WOOD CHIPS, NATURAL UNPAINTED, OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDS AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT. AFTER MULCH HAS BEEN INSTALLED, SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE GENERAL SPECIFICATIONS AND IN MATTER NOTED AND SPECIFICATIONS.

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

|                            |                            |
|----------------------------|----------------------------|
| ZONING                     | PD                         |
| TOTAL SITE AREA:           | 445,174.71 SF (10.29 AC)   |
| LANDSCAPE AREA REQUIRED    | 66,776.21 SF (15%)         |
| LANDSCAPE AREA PROVIDED    | 92,480 SF (20.7%)          |
| TREES REQUIRED:            | 119 (11.5 TREES PER 1 AC)  |
| TREES PROVIDED:            | 119 TREES                  |
| PARKING LOT TREES REQUIRED | 30 TREES (1 PER 16 SPACES) |
| PARKING LOT TREES PROVIDED | 71 TREES                   |
| STREET TREES REQUIRED:     | PROVIDED                   |

| SYMBOL             | CODE | BOTANICAL / COMMON NAME   | SIZE    | CONTAINER    | QTY |
|--------------------|------|---|---------|--------------|-----|
| <b>SMALL TREES</b> |      |   |         |              |     |
|                    | CT   | Cercis canadensis Inermis / Texas Redbud                          | 4" Cal. | Cont. or BBS | 36  |
|                    | FZ   | Fex verticillata / Tuxedo Maple                                   | 4" Cal. | Cont. or BBS | 13  |
|                    | LI   | Lagerflera indica x Nerve / Tuxedo / Tuxedo Green Myrtle          | 4" Cal. | Cont. or BBS | 9   |
| <b>LARGE TREES</b> |      |   |         |              |     |
|                    | MG   | Magnolia grandiflora / Southern Magnolia                          | 4" Cal. | Cont. or BBS | 13  |
|                    | PC   | Palmetto phoenicea / Chinese Palmetto                             | 4" Cal. | Cont. or BBS | 16  |
|                    | QU   | Quercus polymorpha / Mexican White Oak                            | 4" Cal. | Cont. or BBS | 13  |
|                    | OV   | Quercus virginiana / Southern Live Oak                            | 4" Cal. | Cont. or BBS | 12  |
|                    | UC   | Ulmus caroliniana / Cedar Elm                                     | 4" Cal. | Cont. or BBS | 17  |
| <b>SHRUBS</b>      |      |   |         |              |     |
|                    | BE   | Bee cypress Burfordi Nana / Dwarf Burford Holly<br>Min. 18" H     | 2 gal.  | Cont.        | 36  |
|                    | LC   | Leucantheum racemosa 'Vigilant' / Starburst Juniper<br>Min. 42" H | 1 gal.  | Cont.        | 362 |
|                    | RS   | Leucantheum racemosa 'Compact' / Compact Texas Sage<br>Min. 42" H | 1 gal.  | Cont.        | 362 |



**Victory Shops at  
Hickory Creek**  
Teasley Drive  
Hickory Creek, Texas

| Date | Comment |
|------|---------|
|      |         |
|      |         |
|      |         |
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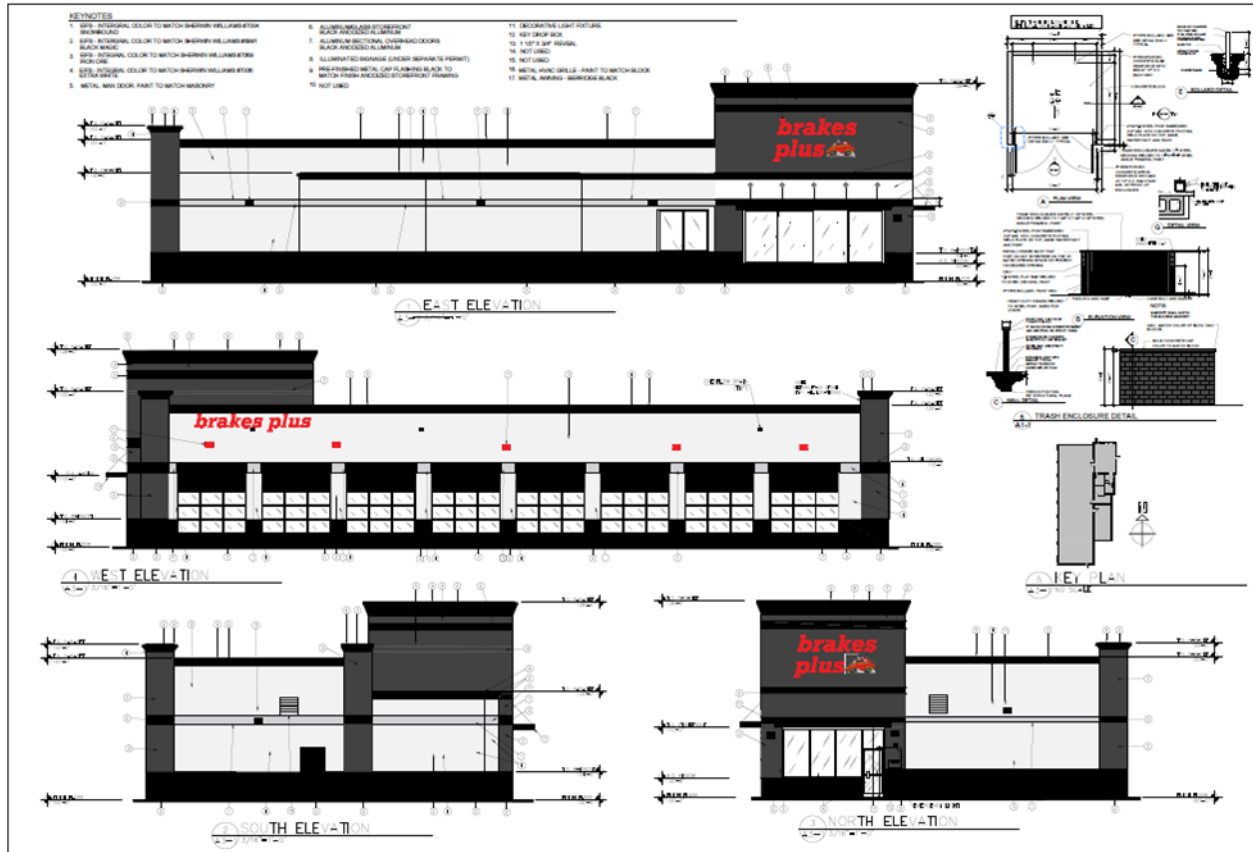
|                |            |
|----------------|------------|
| Project Number |            |
| Date           | 08/18/2025 |
| Drawn By       | JML        |
| Checked By     | SS         |

LP-1

LOT 2



# LOT 8







## AGENDA INFORMATION SHEET

**MEETING DATE:** September 15, 2025

**AGENDA ITEMS:** Consider and act on a site and landscape plan for the Lennon II Addition, Lot 9, Block A, being 1.798 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3280 block of FM 2181.

**AGENDA ITEM SUMMARY:** Site and landscape plan tabled by the Town Council at the January 27, 2025 council meeting.

| Date     | Request  | Meeting             | Result  |
|----------|--|---------------------|---|
| 08/24/20 | Annexation   | Town Council        | Approved  |
| 08/24/20 | Zoning Designation   | Town Council        | Approved  |
| 03/16/21 | Lennon Creek Final Plat  | Planning and Zoning | Approval recommended  |
| 03/29/21 | Lennon Creek Final Plat  | Town Council        | Approved  |
| 07/16/24 | Lennon Creek II Preliminary Plat, Site Plan, Landscape Plan and Final Plat | Planning and Zoning | Extension granted per Local Government Code 212.009.          |
| 07/30/24 | Lennon Creek II Preliminary Plat Lots 1-9                                  | Planning and Zoning | Approval recommended  |
| 07/30/24 | Lennon Creek II Site & Landscape Plan Lot 3, Block A                       | Planning and Zoning | Approval recommended  |
| 07/30/24 | Lennon Creek II Final Plat Lot 3, Block A                                  | Planning and Zoning | Approval recommended  |
| 08/05/24 | Lennon Creek II Preliminary Plat Lots 1-9                                  | Town Council        | Approved  |
| 08/05/24 | Lennon Creek II Site & Landscape Plan Lot 3, Block A                       | Town Council        | Approved  |
| 08/05/24 | Lennon Creek II Final Plat Lot 3, Block A                                  | Town Council        | Approved  |
| 01/21/25 | Lennon Creek II Final Plat Lot 9, Block A                                  | Planning and Zoning | Approval recommended contingent Halff comments are addressed. |
| 01/21/25 | Lennon Creek II Site & Landscape Plan Lot 9, Block A                       | Planning and Zoning | Approval recommended with a vote of 4-2.                      |
| 01/27/25 | Lennon Creek II Final Plat Lot 9, Block A                                  | Town Council        | Approved  |
| 01/27/25 | Lennon Creek II Site & Landscape Plan Lot 9, Block A                       | Town Council        | Tabled  |
| 07/28/25 | Lennon Creek II Site & Landscape Plan Lot 9, Block A                       | Town Council        | Tabled  |
| 08/25/25 | Lennon Creek II Site & Landscape Plan Lot 9, Block A                       | Town Council        | Tabled  |



July 22, 2025  
AVO 37638.200

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

**Re: Victory Phase 2 Hickory Creek (Lot 9, Block A – Lennon II Addition)  
Site Plan and Landscape Plan  
2<sup>nd</sup> Review – All Previous Comments Addressed**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Preliminary Plat, Site Plan and Landscape Plan application for Victory Hickory Creek, Lot 9, Block A Lennon II Addition on December 18, 2024. The surveyor is Eagle Surveying, LLC and the engineer is Claymoore Engineering. The owner is Victory Real Estate Group.

2<sup>nd</sup> Submittal Received: January 21, 2025

**Halff has reviewed the Site Plan and Landscape Plan and recommended contingent approval on February 11, 2025. As of July 22, 2025, all remaining comments have been addressed and Halff recommends approval of the Site Plan and Landscape Plan. Please note the Stormwater Management Plan and Drainage/Downstream Assessment is under review by separate letter, and acceptance of Site Plan and Landscape Plan should be contingent upon acceptance of a Preliminary Stormwater Management Plan.**

#### **General**

1. Refer to Town checklist markup for additional comments.  
1<sup>st</sup> Review Response: Acknowledged  
2<sup>nd</sup> Review: Addressed.
2. Refer to attached markups for all additional comments.  
1<sup>st</sup> Review Response: Acknowledged.  
2<sup>nd</sup> Review: Addressed.
3. Please address comments and markups on the attached markups and provide response letter and annotated responses on plans.  
1<sup>st</sup> Review Response: Acknowledged.  
2<sup>nd</sup> Review: Response Letter Provided. Annotated responses on plans not provided. Acceptance given.
4. Please address all comments and markups provided by LCMUA and LCFD on site plan by separate letter/plan markup. Town approval of site plan and landscape plan is contingent upon addressment and resolution of these entities' comments.  
2<sup>nd</sup> Review Response: All LCMUA and CLFD comments have been addressed.

### **Preliminary Plat**

1. Preliminary Plat was approved on July 25, 2024.

1<sup>st</sup> Review Response: Noted.

2<sup>nd</sup> Review: Addressed.

### **Site Plan**

1. For the Title Block in the lower right corner, please include the subdivision/addition name with lot and block number are missing, acreage needs to be revised to reflect the lot's acreage (not full block), and development name should be updated as appropriate.

1<sup>st</sup> Review Response: Title Block has been revised as requested.

2<sup>nd</sup> Review: Addressed.

2. Please consider relocation of the two handicap parking spaces across the front drive/fire lane. See Markup.

1<sup>st</sup> Review Response: ADA spaces have been relocated as requested.

2<sup>nd</sup> Review: Addressed.

3. Please include minimum building setback lines for side lot per Zoning Ordinance requirements.

1<sup>st</sup> Review Response: Side lot setback has been added.

2<sup>nd</sup> Review: Addressed.

4. Please verify the designated delivery or loading and unloading area (i.e. delivery/freight trucks), the current note appears to be pulled from the Phase 1 site plan and is inaccurate for this site's layout.

1<sup>st</sup> Review Response: Note has been updated for this site.

2<sup>nd</sup> Review: Addressed.

5. Please provide the size, location, dimensions and details of all signs and exterior lighting of signs, including type of standards, locations and radius of light and intensity of foot-candles. If none, please confirm. Building elevations show lighting for building. All signage and exterior building lighting is subject to approval by the Building Inspections Department.

1<sup>st</sup> Review Response: Acknowledged. Sign, lighting, and exterior building lighting plans will be submitted during building permitting by Architect.

2<sup>nd</sup> Review: Addressed.

6. Please include location and sizes of storm drains, culverts, inlets and other drainage features on or adjacent to the site.

1<sup>st</sup> Review Response: Existing storm drain and proposed storm structures have been shown on updated plan.

2<sup>nd</sup> Review: Addressed.

7. Please include locations, widths, and types of all existing and proposed easements.

1<sup>st</sup> Review Response: Existing and proposed easements are shown on the plan.

2<sup>nd</sup> review Response: Addressed.

8. Per Article XIII, Section 3(2), "all commercial areas adjacent to residential areas shall be separated from the residential area by the erection of a sight barrier fence which must be a minimum of eight feet in height, fully opaque, and constructed of 100 percent masonry materials." Please include such barrier along the southern site/lot boundary to at least the extent of proposed construction (including fire lane/access drives). Refer to markup.

1<sup>st</sup> Review Response: 8 foot height wall has been called out and will be by separate permit.

2<sup>nd</sup> Review: Addressed.

9. All work within TxDOT right-of-way (ROW) will require a permit/approval from TxDOT. Please consult the Denton Area Office for permit requirements.

1<sup>st</sup> Review Response: Work within TxDOT right of way will be coordinated with the Denton office.

2<sup>nd</sup> Review: Addressed.

10. Please include a drive lane extension stub at the northeastern end of the lot for future connection to adjoining commercial property to the east.

1<sup>st</sup> Review Response: Discussion with Developer and adjacent land owner are currently ongoing for coordination of connection point.

2<sup>nd</sup> Review: Comment partially addressed. Regardless of location, future connection/extension stub to abutting eastern property will be required. Please update once agreement has been made.

2<sup>nd</sup> Review Response: Off-site Drainage Easements have had exhibits created and are being executed between developer and abutting property owner.

11. As in the previous Phase of this development for Lot 3, Town Engineer expresses concern to having dual, drive-thru lanes on either side of the building, which may create a cyclical queuing effect in busy hours or for high-demand restaurants/businesses. Best practice is to locate drive-in/drive-thru lane facilities that do not impede vehicular traffic flow or pedestrian movement and safety. Current layout may force cars to queue in front of parking spaces, including possible blocking of handicap spaces, and along the fire lane (front lot) and dumpster pad (back lot) and potentially impede traffic flow and pedestrian movement/safety. Request developer/engineer address this concern, show data on queue lanes provided being sufficient or provide information on the expected restaurant user/business popularity.

1<sup>st</sup> Review Response: Pedestrian cut thru has been eliminated to help alleviate concern of traffic. Drive-thru lanes have sufficient lengths to provide adequate stacking.

2<sup>nd</sup> Review: Addressed.

### **Tree Preservation and Landscape Plan**

1. Please show and label all screening walls, fences, retaining walls, headlight screens and service area screens, including heights and types, as needed on the Landscape Plan. Refer to Site Plan comment regarding required masonry screen wall along southern boundary.

1<sup>st</sup> Review Response: Walls have been coordinated with Site Plan and shown on Landscape plan.

2<sup>nd</sup> Review: Addressed.

2. Please correct discrepancy in dumpster enclosure height between the site plan and landscape plan.

1<sup>st</sup> Review response: Dumpster height has been coordinated with Site Plan.

2<sup>nd</sup> Review: Addressed.

3. Please update the quantity of trees shown in the plant material tables vs what is shown in the plan and called for in "Trees Provided" section.

1<sup>st</sup> Review Response: Quantity of trees has been updated.

2<sup>nd</sup> Review: Addressed.

4. Please see markups for comment requesting confirmation there is no site distance issue with trees and shrubs at the exit of the south/eastern drive thru lane.

1<sup>st</sup> Review Response: Acknowledged, no site distance issue with landscaping.

2<sup>nd</sup> Review: Addressed.



Sincerely,

**HALFF**

TBPELS Engineering Firm No. 312

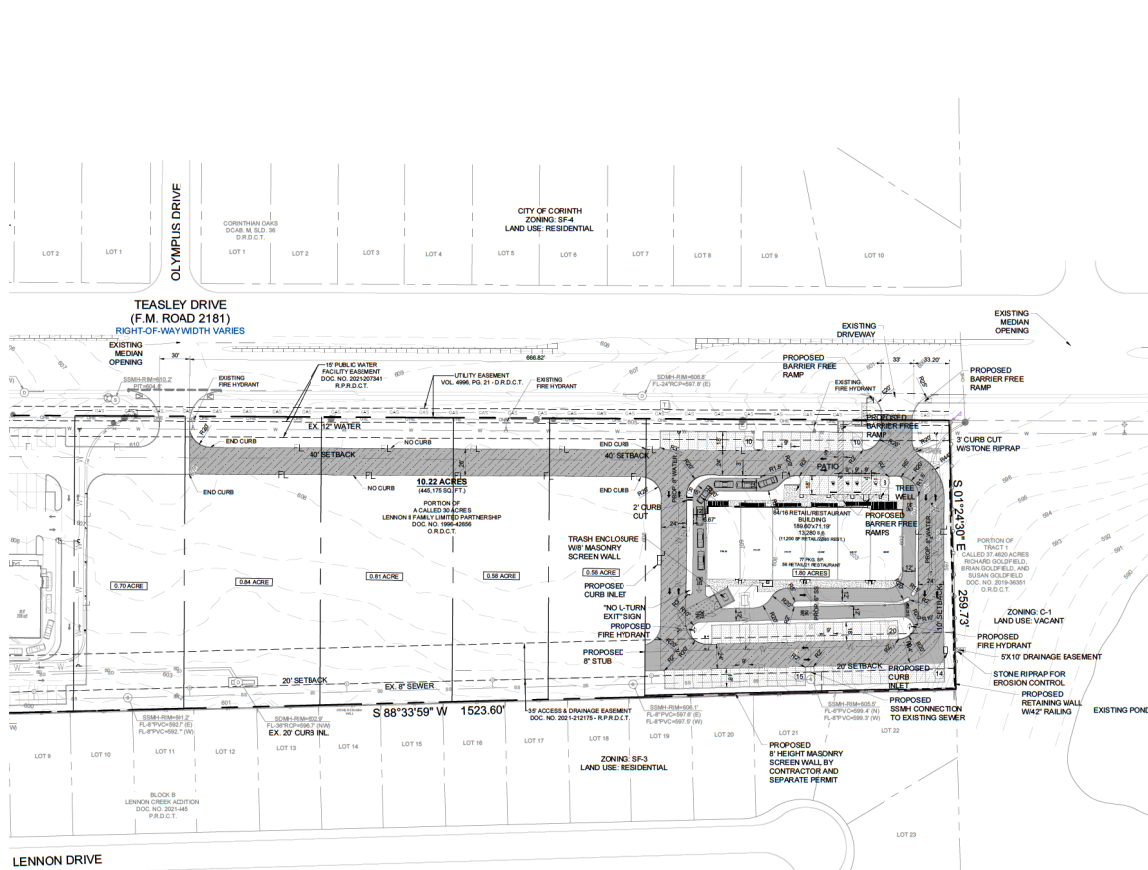
A handwritten signature in black ink, appearing to read "Kevin Gronwaldt", written over a horizontal line.

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

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

Attachment:

PLotted BY: DAN CASALERO  
PLOT DATE: 1/18/2025 10:51 AM  
LOCATION: Z:\PROJECTS\PROJECTS\2024-061 VICTORY REAL ESTATE GROUP VICTORY HICKORY CREEK\ADD SHEETS\PHASE 2 CIVIL\SP-1 SITE PLANDING  
LAST SAVED: 1/16/2025 4:52 PM



| PARKING DATA TABLE  |                 |
|---|-----------------|
| PARKING REQUIRED  | 77 SPACES       |
| 1 SPACE PER 100 SF RESTAURANT,<br>1 SPACE PER 200 SF RETAIL |                 |
| PARKING PROVIDED  | 77 SPACES TOTAL |
| STANDARD PARKING SPACE                                      | 73 SPACES TOTAL |
| ADA PARKING SPACE   | 4 SPACES TOTAL  |

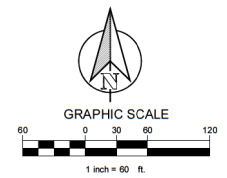
| LINE TABLE |                       |
|------------|-----------------------|
| LINE       | BEARING DISTANCE      |
| L1         | S 01°24'30" E 69.87'  |
| L2         | N 22°58'00" W 135.67' |
| L3         | N 25°23'11" W 21.60'  |
| L4         | N 38°04'38" E 17.10'  |

| CURVE TABLE |            |          |             |                            |
|-------------|------------|----------|-------------|----------------------------|
| CURVE       | ARC LENGTH | RADIUS   | DELTA ANGLE | CHORD BEARING CHORD LENGTH |
| C1          | 21.34'     | 1530.00' | 0°47'56"    | N 18°32'53" W 21.34'       |
| C2          | 73.39'     | 660.69'  | 7°07'15"    | N 12°23'14" W 73.34'       |
| C3          | 59.06'     | 309.59'  | 11°06'03"   | N 17°22'40" W 59.87'       |

- NOTES:
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
  - REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
  - AN EXTRA SACK OF CEMENT PER CUBIC YARD IS REQUIRED FOR ALL HAND POURS.
  - ALL RIGID PAVEMENT WITHIN THE TCWN RIGHT-OF-WAY OR UNDER A FIRE LANE SHALL BE PER TCWN STANDARDS AND DETAILS.
  - ALL HVAC UNITS TO BE ROOF MOUNTED.
  - LOADING AND DELIVERIES WILL BE MADE FROM THE MIDDLE DRIVE AND NOT BLOCK A FIRE LANE.

| SITE DATA TABLE          |   |
|--------------------------|---|
| SITE AREA                | 1.80 AC (78,310 SF)                           |
| LEGAL DESCRIPTION        | 30 ACRES LENNON II FAMILY LIMITED PARTNERSHIP |
| EXISTING ZONING          | C-1 COMMERCIAL                                |
| PROPOSED USE             | RETAIL RESTAURANT                             |
| PROPOSED BUILDING AREA   | 13,280 SF                                     |
| PROPOSED BUILDING HEIGHT | 19' - 10"                                     |
| FLOOR COVERAGE           | 16.96%  |
| FLOOR AREA RATIO         | 3.17: 1                                       |
| IMPERVIOUS COVERAGE      | 62.53% SF (78.9%)                             |

- NO FLOODPLAIN ON PROPERTY
- THIS DEVELOPMENT CONFORMS TO THE PREVIOUSLY APPROVED DOWNSTREAM ASSESSMENT AND PROPOSES NO SUBSTANTIAL CHANGES OR DEVIATES FROM THE ACCEPTED DOWNSTREAM ASSESSMENT. ALL DRAINAGE IMPROVEMENTS ARE IN LINE WITH THE ASSUILT PLANS BY WEI.



| LEGEND |                                 |
|--------|---------------------------------|
| ---    | PROPERTY LINE                   |
| ---    | CURB & GUTTER                   |
| ---    | STANDARD DUTY CONCRETE PAVEMENT |
| ---    | HEAVY CONCRETE PAVEMENT         |
| ---    | DUMPSTER DUTY CONCRETE PAVEMENT |
| ---    | CONCRETE SIDEWALK PAVEMENT      |
| ---    | FIRE LANE PAVEMENT              |
| ---    | PROPOSED FULL DEPTH SAWCUT      |
| ---    | PROPOSED PARKING COUNTS         |

**DEVELOPER**  
VICTORY REAL ESTATE GROUP  
2911 TURTLE CREEK BLVD.  
SUITE #700  
DALLAS, TX 75219  
PH. 972.707.9555  
CONTACT: BRAD DEVALT

**ENGINEER**  
CLAYMOORE ENGINEERING  
1803 CENTRAL DR.  
SUITE #400  
BEDFORD, TX 76021  
PH. 817.281.0572  
CONTACT: DREW DONOSKY, PE  
EMAIL: DREW@CLAYMOOREENG.COM

**SURVEYOR**  
EAGLE SURVEYING, LLC  
210 SOUTH ELM STREET  
SUITE 104  
DENTON, TEXAS 76201  
PH. 940.222.3009

| SITE PLAN   |                 |              |
|---|-----------------|--------------|
| VICTORY PHASE 2 RETAIL  |                 |              |
| 1.80 ACRES<br>LOT 9, BLOCK A  |                 |              |
| BEING A PORTION OF A CALLED 30 ACRE TRACT OF LAND CONVEYED TO LENNON II LIMITED PARTNERSHIP BY DEED RECORDED IN DOC. NO. 1996-42666 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS |                 |              |
| TOWN  | STATE           |              |
| HICKORY CREEK   | TEXAS           |              |
| COUNTY  | SURVEY          | ABSTRACT NO. |
| DENTON  | M.E.P. & P.R.R. | 915          |



**RETAIL DEVELOPMENT**  
SEC TEASLEY DRIVE (FM2181) AND  
PARRIDGE DRIVE  
HICKORY CREEK, TEXAS

SITE PLAN

DESIGN: ASD  
DRAWN: ASD  
CHECKED: ASD  
DATE: 1/18/2025

SHEET  
SP-1

FILE NO: 2024-061





- [illegible]

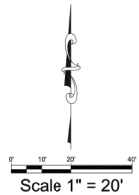
| SYMBOL               | CODE | QTY      | BOTANICAL / COMMON NAME   | CAL.    | CONT.        | SIZE              |
|----------------------|------|----------|---|---------|--------------|-------------------|
| <b>TREES</b>         |      |          |   |         |              |                   |
|                      | LT   | 6        | Lagenstroemia x 'Tanta'<br>Japanese Grape Hydrangea Multi-Trunk | 2" Cal. | Cont.        | 5' HT MIN OVERALL |
|                      | QV   | 6        | Quercus virginiana<br>Southern Live Oak                         | 3" Cal. | Cont. or B4B | 10'-12'           |
|                      | CE   | 6        | Ulmus crassifolia<br>Cedar Elm                                  | 3" Cal. | Cont. or B4B | 10'-12'           |
|                      | AE   | 4        | Ulmus parvifolia 'Emer II'<br>Alice Lacebark Elm                | 3" Cal. | Cont. or B4B | 10'-12'           |
| <b>SHRUBS</b>        |      |          |   |         |              |                   |
|                      | IB   | 50       | Ilex cornuta 'Burfordii Nana'<br>Dwarf Burford Holly            | 5 GAL.  | 36" OC       | 24" Min. Ht.      |
|                      | LC   | 17       | Loropetalum chinensis<br>Chinese Fringe Flower                  | 5 GAL.  | 36" OC       | 24" Min. Ht.      |
| <b>GROUND COVERS</b> |      |          |   |         |              |                   |
|                      | CT   | 1,060 sf | Cyclodon distylon 'TF 411'<br>Bermuda Grass                     | seed    | 24" OC       |                   |
|                      | LS   | 12       | Ligularia sibirica<br>Diem's Ligule                             | 1 gal   | GT           | Container Full    |

|  |  |
|--|--|
| <p><b>ZONING:</b><br/>         ADJACENT PARCELS ALSO TO EAST &amp; WEST HAVE C-COMMERCIAL ZONING<br/>         ADJACENT PARCELS TO SOUTH HAVE SF-3-RESIDENTIAL ZONING</p> <p><b>BUILDING FOOTPRINT:</b><br/>         TOTAL SITE AREA:<br/>         DIA:<br/>         LANDSCAPE AREA REQUIRED:<br/>         LANDSCAPE AREA PROVIDED:<br/>         SITE TREES REQUIRED:<br/>         SITE TREES PROVIDED:</p> | <p><b>C-COMMERCIAL</b><br/>         ADJACENT PARCELS TO EAST &amp; WEST HAVE C-COMMERCIAL ZONING<br/>         ADJACENT PARCELS TO SOUTH HAVE SF-3-RESIDENTIAL ZONING</p> <p>13,280 SF<br/>         1.80 AC (79,384 SF)<br/>         84,250 SF<br/>         11,907 SF (15% OF GROSS SITE AREA)<br/>         15,565 SF (18.3%)<br/>         16 TREES (10 TREES/AC)<br/>         22 TREES (ALL TREES ARE INCLUDED TO FULFILL A REQUIREMENT)</p> |
| <p><b>RIGHT OF WAY SCREENING TEASLEY LAKE</b><br/>         FRONTAGE LENGTH REQUIRED:<br/>         HEDGE REQUIRED:<br/>         HEDGE PROVIDED:</p>   | <p>261 FT (NOT INCLUDING WIDTH OF DRIVEWAY)<br/>         MIN. 3' HIGH CONTINUOUS EVERGREEN SHRUBS<br/>         52 EVERGREEN S-RUBS, MIN 3' HT.</p>   |
| <p><b>PARKING LOT LANDSCAPING</b><br/>         QUANTITY OF PARKING SPACES:<br/>         INTERNAL ISLAND TREES REQUIRED:<br/>         INTERNAL ISLAND TREES PROVIDED:<br/>         INTERNAL PERIMETER SHRUBS REQUIRED:<br/>         INTERNAL ISLAND SHRUBS PROVIDED:</p>  | <p>76 PARKING SPACES<br/>         1 TREE PER 16 PARKING SPOTS (5 CANOPY TREES)<br/>         5 CANOPY TREES<br/>         15 TREES PER 5 PARKING SPOTS (16 SHRUBS)<br/>         16 SHRUBS</p>  |
| <p><b>REFUSE CONTAINER SCREEN</b><br/>         6' HEIGHT SCREEN REQUIRED:</p>  | <p>SCREEN WALL PROVIDED</p>  |
| <p><b>NO EXISTING TREES ON SITE</b></p>  |  |

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDScape. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDING AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED. (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE 'GENERAL GRADING AND PLANTING NOTES' AND SPECIFICATIONS).

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL, BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRP IRRIGATED. SOODED AND SEEDED AREAS SHALL BE IRRIGATED WITH SCHEDULED OR HEAD-ON IRRIGATION TO PREVENT SOODING.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ALL TURF AREAS, SENSORY CAPABLE VALVES, SENSORY CAPABLE CONTROLLERS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.



LP-2



**TOWN OF HICKORY CREEK**  
**ORDINANCE NO. 2025-09-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF  
HICKORY CREEK, TEXAS RATIFYING THE PROPERTY TAX  
REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2025-2026  
BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Fiscal Year 2025-2026 Budget, as adopted, requires raising more property taxes than last year's budget by \$116,932 and of that amount \$116,932 is tax revenue to be raised from new property added to the tax roll this year.

**WHEREAS**, the Fiscal Year 2025-2026 Budget, as adopted, requires raising more revenue from property taxes than in the previous year, and the Town Council desires by adoption of this Ordinance to ratify the property tax revenue increase reflected in the Town's Fiscal Year 2025-2026 Annual Budget.

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

**Section 1.** The Hickory Creek Town Council, as the governing body of the Town of Hickory Creek, Texas, having adopted the Fiscal Year 2025-2026 Annual Budget that will require raising more revenue from property taxes than in the previous year, hereby ratifies the property tax increase reflected in the Fiscal Year 2025-2026 Annual Budget.

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

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 15<sup>th</sup> day of September, 2025.

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

ATTEST:

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

|                        |          |          |             |
|------------------------|----------|----------|-------------|
| Councilmember Gibbons  | _____Aye | _____Nay | _____Absent |
| Councilmember Wohr     | _____Aye | _____Nay | _____Absent |
| Councilmember Gordon   | _____Aye | _____Nay | _____Absent |
| Mayor Pro Tem Kenney   | _____Aye | _____Nay | _____Absent |
| Councilmember Theodore | _____Aye | _____Nay | _____Absent |

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2025-09-\_\_\_\_\_**

**ACCEPTING THE 2025 AD VALOREM TAX ROLL AND  
APPROVING THE 2025 AD VALOREM TAX RATE AND LEVY**

**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; PROVIDING CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council of the Town of Hickory Creek has received and reviewed the 2025 certified property tax rolls submitted by the Denton Central Appraisal District; and

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

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

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

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

That there be and is hereby levied for the fiscal year 2025 on all taxable property, real personal and mixed, situated within the town limits of the Town of Hickory Creek, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.211205 on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

(a) For the purpose of defraying current expenses of the municipal government of the town, a tax of \$0.146431 on each One Hundred Dollars (\$100.00) assessed value of taxable property.

(b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the town not otherwise provided for, a tax of \$0.064774 on each One-Hundred Dollars (\$100.00) assessed value of taxable property which shall be applied to the payment of such interest and maturities of all outstanding bonds.

## **SECTION 2**

### **DUE DATE AND DELINQUENCY DATE**

All ad valorem taxes shall become due and payable on October 1, 2025, and all ad valorem taxes for the year shall become delinquent after January 31, 2026. There shall be no discount for payment of taxes prior to January 31, 2026. A delinquent tax shall incur all penalty and interest authorized by law, to wit: a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2026, incur an additional penalty of fifteen percent (15%) of the amount of taxes, penalty, and interest due; such additional penalty is to defray costs of collection due to contract with the Town Attorney pursuant to Section 6.30 of the Property Tax Code.

## **SECTION 3**

### **DIRECTION TO THE TAX ASSESSOR/COLLECTOR**

The Town of Hickory Creek has entered into an interlocal cooperative agreement with Denton County which designates Denton County as the tax assessor/collector for The Town of Hickory Creek and is hereby directed to assess and collect, for the fiscal year 2025-2026, the rates and amounts herein levied, when such taxes are collected, to distribute such collections in accordance with this ordinance and the provisions stated in the interlocal cooperative agreement.

## **SECTION 4**

### **PENALTY AND INTEREST**

All taxes shall become a lien upon the property against which assessed and the Town tax assessor/collector for the Town of Hickory Creek, Texas shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the Town of Hickory Creek, Texas. All delinquent ad valorem taxes and related penalties and interest for the tax years prior to 2025 which are collected during the fiscal year 2025-2026 shall be allocated to the general fund for maintenance and operation of the Town of Hickory Creek, Texas.

**SECTION 5**  
**CUMULATIVE REPEALER**

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

**SECTION 6**  
**SEVERABILITY**

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

**SECTION 7**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 8**  
**PUBLICATION CLAUSE**

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

**SECTION 9**  
**EFFECTIVE DATE**

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 15<sup>th</sup> day of September, 2025.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

|                        |       |     |       |     |       |        |
|------------------------|-------|-----|-------|-----|-------|--------|
| Councilmember Gibbons  | _____ | Aye | _____ | Nay | _____ | Absent |
| Councilmember Wohr     | _____ | Aye | _____ | Nay | _____ | Absent |
| Councilmember Gordon   | _____ | Aye | _____ | Nay | _____ | Absent |
| Mayor Pro Tem Kenney   | _____ | Aye | _____ | Nay | _____ | Absent |
| Councilmember Theodore | _____ | Aye | _____ | Nay | _____ | Absent |

APPROVED AS TO FORM:

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

## **ADDITIONAL SERVICES CONFIRMATION**

|  |   |
|--|---|
| <b>TO:</b> John Smith, Town Manager<br>Town of Hickory Creek<br>1075 Ronald Reagan Avenue<br>Hickory Creek, TX 75065   | <b>DATE:</b> August 27, 2025<br><br><b>AVO:</b> 059433.001  |
| <b>FROM:</b> Halff Associates, Inc.<br>Layne Olivo<br>Project Manager<br><a href="mailto:lolivo@halff.com">lolivo@halff.com</a><br><br>Robin Alexander<br>Grants Administration Lead<br><a href="mailto:ralexander@halff.com">ralexander@halff.com</a> | <b>PROJECT:</b> TxDOT Green Ribbon<br>IH-35E at Turbeville Road<br><br><b>REVISION:</b> This Additional Services<br>Confirmation (ACS) rescinds<br>and replaces the previous<br>ACS dated July 22, 2025, and<br>executed July 28, 2025. |
| <b>VIA:</b> <a href="mailto:john.smith@hickorycreek-tx.gov">john.smith@hickorycreek-tx.gov</a>   |   |

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

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

#### **SCOPE OF SERVICES**

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

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

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

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

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

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

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

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

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

#### **TASK 4.4 LABOR STANDARDS COMPLIANCE**

- 4.4.a Assist the CLIENT in documenting compliance with all federal and state requirements related to equal employment opportunity.
- 4.4.b Assist the CLIENT in documenting compliance with all federal and state requirements related to minimum wage and overtime pay.
- 4.4.c Assist or act as the local labor standards compliance officer for this project if required.



- 4.4.d Select the correct prevailing general wage decision (Davis Bacon wage rates) and verify it with TxDOT.
- 4.4.e Verify eligibility of prime and sub construction contractors in the federal System for Award Management (SAM.gov) and/or the TxDOT E-Verify System.
- 4.4.f Review weekly certified payrolls submitted by prime and sub construction contractors and conduct compliance follow-up.
- 4.4.g Submit any request for additional job classifications to TxDOT and/or US Department of Labor as necessary.
- 4.4.h Coordinate or conduct employee interviews with site workers employed by prime and sub construction contractors to evaluate Davis Bacon and Related Acts (DBRA) wage compliance.
- 4.4.i Request change orders (if any) from the project engineer and upon receipt review and submit to TxDOT.
- 4.4.j Obtain monthly Contract Time Statements for submission to TxDOT.

#### **TASK 4.5 PROJECT MONITORING AND CLOSE OUT**

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

## **Assumptions**

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

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

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

## Exclusions

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

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

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

## Schedule

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

## Fee Summary

The Grant Administration Services described above will be provided by the CONSULTANT at a fee of Thirty-five Thousand One Hundred Dollars (**\$32,100.00**) which will be invoiced monthly based on the percentage of the work completed. An additional Two Thousand Five Hundred Dollars (**\$2,500.00**) of Direct Costs (estimated reimbursable expenses - e.g. travel costs) will be invoiced as accrued. Costs incurred will be carefully monitored throughout the progress of the project, and the fee will not be exceeded without prior approval from the CLIENT.

| Phase 4: Grant Administration Services     |             |
|--|-------------|
| Phase 1 Fee Summary Total                  | \$32,100.00 |
| Direct Costs                               |             |
| Estimated Reimbursable Costs Summary Total | \$ 2,500.00 |
| GRAND TOTAL (Phase 1 & Direct Costs)       | \$34,600.00 |



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

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

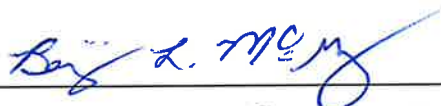
By: \_\_\_\_\_  
(Print name)

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

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

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

☐ Attachments: none

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

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COPIES:

☐ File

☐ Owner

☐ Contractor

☐ Other: