



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, SEPTEMBER 13, 2021, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Items of Community Interest

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

Public Comment

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

Regular Agenda

- [1.](#) Conduct a public hearing continued from August 23, 2021 regarding the voluntary annexation of an 18.786 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas, and being part of that tract of land conveyed to CTMGT Turbeville, LLC by Special Warranty Deed, as recorded in Instrument 2011-121574, official public record, Denton County, Texas.
- [2.](#) Conduct a public hearing continued from August 23, 2021 regarding the creation of a Public Improvement District concerning 18.786 acres of land in the Town's ETJ owned by Reserve at Hickory Creek, LLC. and generally located at 1745 Turbeville Road.

3. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute a deposit and reimbursement agreement concerning financing costs related to the Reserve at Hickory Creek Public Improvement District.
4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and P3Works, LLC. concerning public improvement district administration services for Reserve at Hickory Creek Public Improvement District.
5. 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 2021-2022 budget.
6. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2021 Certified Tax Roll for the Town of Hickory Creek; approving the 2021 Ad Valorem Tax Rate and levying \$0.307280 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, 2021 and ending September 30, 2022. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE**; providing for a due date and delinquency date, providing for the collection and use of penalty and interest on delinquents taxes; directing the Tax Assessor/Collector to assess and collect Ad Valorem Property Taxes.
7. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 4: Business Regulations; Article 4.02: Sexually Oriented Businesses; providing for incorporation of premises; providing findings; providing for amendments to the Code of Ordinances.
8. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas correcting a clerical error in Ordinance 2021-08-881, concerning Solar Panel Restrictions.
9. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances, Chapter 1: General Provisions; Article 1.05: Town Officers; providing for incorporation of premises; providing findings; providing for amendments to the Code of Ordinances.
10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and Dorwin L. Sargent III, concerning legal services.
11. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement concerning municipal prosecutor services.
12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, nominating five (5) individuals for the Board of Directors of the Denton Central Appraisal District.

- [13.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement concerning network communication services with the Department of Information Resources.
- [14.](#) Consider and act on a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning the Lewisville Lake Paddling Trail Collaboration Project.
15. Discussion regarding broadcasting Town Council meetings.

Future Agenda Items

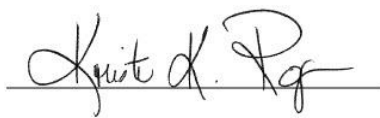
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

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 8, 2021 at 4:00 p.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

**NOTICE OF PUBLIC HEARING OF THE
TOWN COUNCIL OF THE
TOWN OF HICKORY CREEK, TEXAS**

Notice is hereby given that the Town of Hickory Creek Town Council will hold a public hearing on August 23, 2021 at 6:00 p.m. in the Council Chambers of the Town Hall Building located at 1075 Ronald Reagan Avenue, Hickory Creek, Texas to receive public input regarding the following:

The voluntary annexation of a 18.786 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, Denton County, Texas and being part of that tract of land conveyed to CTMGT Turbeville, LLC by Special Warranty Deed, as recorded in Instrument 2011-121574, official public record, Denton County, Texas. and being more particularly described by metes and bounds as follows:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID CTMGT TURBEVILLE, LLC TRACT, SAID CORNER BEING AT THE NORTHWEST CORNER OF LOT 33, BLOCK B, ENCLAVE OF HICKORY CREEK ADDITION, A PLATTED ADDITION TO THE CITY OF HICKORY CREEK, TEXAS, AS RECORDED IN DOC. NO. 2013-198, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S00°46'56"E, A DISTANCE OF 1253.90' TRAVERSING THE COMMON LINE OF SAID CTMGT TURBEVILLE, LLC TRACT WITH THE WEST LINE OF SAID LOT 33, BLOCK B TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF TURBEVILLE ROAD (VARIABLE WIDTH R.O.W);

THENCE S89°41'33"W, A DISTANCE OF 651.30' TRAVERSING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 1255.36' DEPARTING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) AND TRAVERSING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N89°49'08"E, A DISTANCE OF 653.25' TRAVERSING THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT BACK TO THE PLACE OF BEGINNING AND CONTAINING 18.786 ACRES (818,321 SQ.FT.) OF LAND.

NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the Town Council of the Town of Hickory Creek, Texas (the "Town"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by Reserve at Hickory Creek, LLC (the "Petitioner"), requesting that the Town create the Reserve at Hickory Creek Public Improvement District (the "District") to include property owned by the Petitioner located in the extraterritorial jurisdiction of the Town.

Time and Place of Public Hearing. The public hearing will start at or after 6:00 P.M. on August 23, 2021 in the regular meeting place of the Town Council in the Council Chamber in the Town Hall located at 1075 Ronald Reagan Avenue, Hickory Creek, TX 75065.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the "Act") that are necessary for the development of the property within the District, which will include: (a) acquisition, construction, and improvement of: (i) sidewalks, streets, other roadways, and their rights-of-way and noise barriers; (ii) water, wastewater, and drainage facilities and improvements; (iii) parks, trails, and recreational facilities; and (iv) projects similar to those listed above authorized by the Act; (b) acquisition, by purchase or otherwise, of real property, interests in real property, or contract rights in connection with each authorized improvement; (c) payment of costs, including, without limitation, engineering, permitting, and inspection, associated with developing and financing the public improvements listed in subparagraphs (a) and (b) above; (d) payment of costs associated with operating and maintaining the improvements listed in subparagraphs (a) and (b) above; and (e) payment of expenses incurred in the establishment, administration, and operation of the District as well as the costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in subparagraphs (a) through (d) above (the "Authorized Improvements").

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$22,000,000.

Proposed District Boundaries. The District is proposed to include approximately 19 acres of land described by a metes and bounds description attached hereto.

Proposed Method of Assessment. The Town shall levy an assessment on each parcel within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Proposed Apportionment of Cost between the District and Town. The Town will not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

METES AND BOUNDS DESCRIPTION OF THE DISTRICT

BEING AN 18.786 ACRE TRACT OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND CONVEYED TO CTMGT TURBEVILLE, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN INSTRUMENT NO. 2011-121574, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID CTMGT TURBEVILLE, LLC TRACT, SAID CORNER BEING AT THE NORTHWEST CORNER OF LOT 33, BLOCK B, ENCLAVE OF HICKORY CREEK ADDITION, A PLATTED ADDITION TO THE CITY OF HICKORY CREEK, TEXAS, AS RECORDED IN DOC. NO. 2013-198, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S00°46'56"E, A DISTANCE OF 1253.90' TRAVERSING THE COMMON LINE OF SAID CTMGT TURBEVILLE, LLC TRACT WITH THE WEST LINE OF SAID LOT 33, BLOCK B TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF TURBEVILLE ROAD (VARIABLE WIDTH R.O.W);

THENCE S89°41'33"W, A DISTANCE OF 651.30' TRAVERSING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 1255.36' DEPARTING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) AND TRAVERSING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N89°49'08"E, A DISTANCE OF 653.25' TRAVERSING THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT BACK TO THE PLACE OF BEGINNING AND CONTAINING 18.786 ACRES (818,321 SQ.FT.) OF LAND.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0913-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A DEPOSIT AND REIMBURSEMENT AGREEMENT CONCERNING FINANCING COSTS RELATED TO THE RESERVE AT HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement concerning the deposit and reimbursement of certain costs incurred in connection with the creation of the proposed Reserve at Hickory Creek Public Improvement District (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 13th day of September, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS
DEPOSIT AND REIMBURSEMENT AGREEMENT FOR A
PUBLIC IMPROVEMENT DISTRICT**

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT FOR THE RESERVE AT HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT (this "**Agreement**") is made and entered into as of September____, by and between the TOWN OF HICKORY CREEK, TEXAS (the "Town"), and RESERVE AT HICKORY CREEK, LLC, a Texas limited liability company (the "**Developer**").

WHEREAS, the Developer plans to develop approximately 18.786 acres of property (the "**Property**") described by metes and bounds in **Exhibit A** attached to this Agreement and incorporated herein for all purposes; and

WHEREAS, the Town intends to create the Reserve at Hickory Creek Public Improvement District (the "**District**"), a public improvement district in accordance with Texas Local Government Code, Chapter 372, as amended (the "**PID Act**") to fund a portion of the costs of certain public improvements that will benefit the Property; and

WHEREAS, the Developer has requested that the Town conduct proceedings pursuant to the provisions of the PID Act to levy special assessments and to issue one or more series of bonds (hereinafter called "**Bonds**") to provide for the construction, acquisition, or furnishing of certain public improvements within the District as agreed to by the Developer and the Town; and

WHEREAS, the Developer has agreed to advance moneys to be used by the Town to pay costs and expenses incurred by the Town associated with creating the District, levying assessments, and issuing Bonds, such advances being subject to reimbursement or credit upon a successful issuance of the Bonds or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into this Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF MONEYS. The Developer shall advance moneys (the "**Moneys**") to the Town as provided in Section 3 hereof, which Moneys shall be used by the Town to pay costs as described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3 hereof, the Town shall not proceed with the issuance of Bonds.

SECTION 2. USE OF MONEYS ON DEPOSIT. The Town shall use the Moneys on deposit in the Escrow Account (defined below) to pay the following costs and expenses, if any, incurred by the Town in connection with creating the District, levying assessments, and issuing Bonds (collectively, "**Financing Costs**"). The Financing Costs shall include costs and expenses relating to the following, as applicable: (a) the property appraisal, absorption study, market study or other report as may be required in connection with the issuance and sale of the Bonds; (b) noticing and publication expenses; (c) the assessment consultant; (d) District, assessment, and Bond administration; (e) Town's internal costs including, but not limited to, the Town Attorney and Town Finance Department; (f) costs of recording documents in the Official Public Records of

Smith County, Texas; and (g) the Town's external legal, financial advisory, and consultant costs related creation of the District, the negotiation of agreements relating to the construction of the public improvements within the District, and the issuance and sale of the Bonds. The scope of work and terms and conditions of the agreements for the foregoing advisors and special services will be subject to the Town Administrator's approval or as outlined in agreements that will be on file in the Town Administrator's office and available for inspection and review by the Developer. The Town Administrator shall maintain records of the payment of all Financing Costs and keep such records on file and available for inspection and review by the Developer in the Town Administrator's office. Upon request, but not more than monthly, the Town Administrator agrees to provide the Developer with copies of all invoices for Financing Costs that have been paid since the last request. If Developer objects to any portion of an invoice, Town and Developer agree in good faith to attempt to resolve the dispute within a reasonable period of time. To minimize the Financing Costs paid under this Agreement, the Developer shall draft all resolutions, ordinances, legal notices, and reimbursement agreements and shall submit the same to the Town for its review and comment. The Town and the Town Administrator shall act in good faith and shall not incur costs unnecessarily and arbitrarily.

SECTION 3. ESCROW ACCOUNT DEPOSIT. The Developer shall make an initial deposit of **FIFTEEN THOUSAND DOLLARS (\$15,000)** within five (5) days after the date of approval of this Agreement by the Town Council. The Town Administrator shall cause all Moneys received from the Developer to be deposited into a separate interest-bearing account (the, "**Escrow Account**") maintained by or at the direction of the Town Administrator, with any interest earnings retained by the Town for administration of the Escrow Account. In the event the balance of the Escrow Account becomes equal to or less than \$7,500, the Town Administrator shall provide notice to the Developer, and the Developer shall deposit an additional \$15,000 into the Escrow Account within five (5) business days of receipt of such notice. The Developer and the Town agree that the Developer shall not be required to deposit more than a total aggregate amount of **SIXTY THOUSAND DOLLARS (\$60,000)** to the Escrow Account.

SECTION 4. REIMBURSEMENT. If the District proceedings are unsuccessful and are abandoned prior to the issuance of the Bonds, or if this Agreement is terminated in accordance with Section 5 below, the Town Administrator shall transfer to the Developer all Moneys, then on deposit in the Escrow Account, exclusive of Moneys necessary to pay Financing Costs or portions thereof that have been actually incurred, are not payable contingent upon the successful issuance of the Bonds, and are due and owing as of the date of such termination or abandonment.

The Developer shall have the following options upon the successful issuance of the Bonds:

- A. The Developer may direct the Town to reimburse the Developer from the proceeds of the Bonds when available for the Moneys previously advanced by the Developer;
- B. The Developer may direct the Town to return unexpended Moneys to the Developer; or
- C. The Developer may direct the Town to do any combination of the above.

SECTION 5. TERMINATION. This Agreement shall automatically terminate when assessments have been levied in accordance with a final service and assessment plan for the District and Bonds have been issued; whereupon the unexpended balance of the Escrow Account shall be distributed as described in Section 4 above.

Either party may, in its sole judgment, terminate this Agreement upon delivery of written notice to the other party; whereupon the Town shall direct payment of the unexpended balance of the Escrow Account as follows: (i) all remaining invoices for Financing Costs that are outstanding (and not payable

contingent upon the successful issuance of the Bonds) and due and owing as of the date notice of termination is delivered to the Town, provided that such invoices were incurred and performed in accordance with the terms of this Agreement; (ii) all invoices for professional services incurred and performed in accordance with this Agreement prior to the date notice of termination is delivered to the Town but not yet billed to the Town; and (iii) any remaining balance in the Escrow Account after all invoices have been paid in accordance with the terms of this Agreement shall be refunded to the Developer.

SECTION 6. NOTICE. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by FAX or E mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any party may change its address for purposes of this Agreement by giving notice of such change as provided by this Section 6.

To the Town:	Town of Hickory Creek Attn: Town Administrator 1075 Ronald Reagan Hickory Creek, TX 75065 Email: john.smith@hickorycreek-tx.gov
with a copy to:	Law Office of Dorwin L. Sargent III, PLLC ATTN: Dorwin L. Sargent, 1624 W. University Dr. #127 Denton, TX 76201 Email: trey@dlsargent.com
To the Developer:	Reserve at Hickory Creek, LLC 9100 Southwest Freeway, Suite 201 Houston, Texas 77074 Attn: Sohail Hassan Email: sohail@marketspacecapital.com
with a copy to:	Roberts Markel Weinberg Butler Hailey PC Attn: Brittan Johnson 5307 E. Mockingbird Lane, Suite 685 Dallas, Texas 75206 Email: bjohnson@RMWBH.com

SECTION 7. RECITALS. The recitals contained in this Agreement: (i) are true and correct, (ii) form the basis on which the Town and Developer negotiated and entered into this Agreement, (iii) reflect the final intent of the Town and Developer with regard to the subject matter of this Agreement, and (iv) are hereby incorporated by reference and made a part of this Agreement for all purposes as if the same were restated in full in this Section.

SECTION 8. RESERVED RIGHTS. This Agreement does not in any way create a separate obligation or commitment that the Town will proceed with the levy of assessments or the issuance of the Bonds, and the Town expressly reserves the right to terminate or abandon the proceedings at any time prior to the levy of assessments or the issuance of the Bonds, if in the Town's sole discretion, it deems such termination or abandonment to be in the best interests of the Town.

SECTION 9. ENTIRE AGREEMENT; SEVERABILITY. This Agreement contains the entire agreement between the parties with respect to the obligation of Developer to pay for Financing Costs related to the District and the Bonds. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 10. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

SECTION 11. AUTHORITY TO EXECUTE. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

SECTION 12. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

SECTION 13. ATTORNEY'S FEES & VENUE. In the event that any suit or action is instituted to enforce or interpret any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses incurred by such prevailing party, including without limitation, such reasonable attorney's fees and expenses, which shall include, without limitation, all fees, costs and expenses of appeals. Venue for any action arising under this agreement shall be in Denton County, Texas.

[Remainder of page left blank intentionally. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first herein above written.

THE TOWN:

TOWN OF HICKORY CREEK, TEXAS

By: _____
John Smith, Town Administrator

ATTEST:

By: _____
Kristi Rogers, Town Secretary

APPROVED AS TO FORM ONLY:

By: _____
Dorwin L. Sargent, III, Town Attorney

THE DEVELOPER:

RESERVE AT HICKORY CREEK, LLC
a Texas limited liability company

BY: MSC AM, LLC
a Texas limited liability company
ITS: MANAGER

BY: MARKETSPACE CAPITAL LLC
a Texas limited liability company
ITS: MANAGER

By: _____
Sohail Hassan
Manager

**EXHIBIT A
LEGAL DESCRIPTION**

BEING AN 18.786 ACRE TRACT OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND CONVEYED TO CTMGT TURBEVILLE, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN INSTRUMENT NO. 2011-121574, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0913-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND P3WORKS, LLC. CONCERNING PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION SERVICES FOR RESERVE AT HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement concerning public improvement district administration services related to Reserve at Hickory Creek Public Improvement District, provided by P3Works, LLC, hereinafter the “Agreement”; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 13th day of September, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION SERVICES

This Agreement for Public Improvement District Administration Services ("Agreement") is entered into this 13th day of September, 2021, by and between P3Works, LLC ("P3Works"), and the Town of Hickory Creek, Texas ("Town").

RECITALS

WHEREAS, the Town may consider authorizing the creation of Reserve at Hickory Creek Public Improvement District ("PID No. 4" or "District") to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the Town may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the Town requires specialized services related to the revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the Town desires to retain P3Works to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the Town agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.0 The Agreement shall be effective as of its approval by all parties, and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article V of this Agreement.

ARTICLE II

SERVICES TO BE PROVIDED BY P3WORKS

2.1 The scope and timing of services to be performed by P3Works are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.

2.2 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to the control and supervision of the Town and that nothing in this Agreement shall constitute an assignment of any right or obligation of the Town under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the Town or employees of the Town.

2.3 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the Town.

2.4 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

ARTICLE III

PAYMENT TERMS AND CONDITIONS

3.1 In consideration for the services to be performed by P3Works, the Town agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A, beginning the first day of the month following the execution of this Agreement. Beginning on the February 1 following the levy of the Assessment and each February 1 thereafter, the fees shall increase by 2%.

3.2 Monthly invoices shall be submitted to the Town for work completed. Town agrees to pay the amount due to P3Works upon receipt of each invoice.

3.3 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the Town. P3Works will pass any third-party cost through to the Town without markup and will not incur any expense in excess of \$200 without written consent of the Town.

3.4 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The Town general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

ARTICLE IV

TERMINATION OF THIS AGREEMENT

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. Town shall pay P3Works, within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE V

GENERAL PROVISIONS

5.1 This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the Town and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.2 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

5.3 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the Town.

5.4 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules, therefore, P3Works will request an IRMA Exemption Letter if not already provided on the Town's website, and then will provide to the Town an IRMA Exemption Acceptance Letter in the general form attached as Exhibit B upon execution of the Agreement.

5.5 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.6 Upon acceptance or approval by Town, all deliverables prepared or assembled by P3Works under this Agreement, and any other related documents or items shall be delivered to Town, in hard copy and digital format for Town use only. All digital data which contains algorithms, formulas, methodologies and related content provided to the Town by the P3Works shall remain the property of the P3Works, and is provided as backup documentation to the deliverables, but shall not be released in digital format to any third-parties due to the proprietary nature of the intellectual data.

5.7 The Town acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

5.8 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

5.9 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

5.10 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty
Managing Partner
P3Works, LLC
9284 Huntington Square, Ste. 100
North Richland Hills, Texas 76182

To Town:

John Smith
Town Administrator
Town of Hickory Creek
1075 Ronald Regan Avenue
Hickory Creek, TX 75065

5.11 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this _____ day of _____, 2021:

P3Works, LLC

BY: _____
Mary V. Petty
Managing Partner

Town of Hickory Creek

BY: _____
Lynn C. Clark, Mayor
Town of Hickory Creek

EXHIBIT A
SERVICES TO BE PROVIDED

PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND
ISSUANCE SUPPORT SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$75</i>

**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and in conjunction with the Town's Financial Advisor review a plan of finance for the proposed transaction, including
2. Assessed value schedules, value to lien analysis, and overall structuring to achieve Town goals and objectives
3. Identify areas of risk with the Town's Financial Advisor, and solutions to mitigate the risks,
4. Bond sizing and bond phasing by improvement area,
5. Sources and uses of funds by improvement area,
6. Debt service schedules, and;
7. Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by Town Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to Town Council and request approval of Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to Town Council or other Public Forums

1. P3Works will prepare and present information as requested to the Town Council or any other public forum.

BASIC DISTRICT ADMINISTRATION SERVICES

If no bonds are sold:

Monthly Fee = \$1,500 beginning the first of the month following execution of this Agreement for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1st day of the month.)

If bonds are sold:

Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.

See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.

Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owner’s associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to Town. Upon approval by Town, submit final annual assessment roll to County Tax Collector.

Administration of Bond Funds (if bonds are sold)

1. Review and summarize the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on Town policy relating to PIDs.

2. If the Town receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the Town. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will advise the Town what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

Website Setup

1. Prepare for the P3Works website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

ADDITIONAL DISTRICT ADMINISTRATION SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

Title	Hourly Rate
Managing Partner	\$250
Vice President	\$185
Senior Associate	\$160
Associate	\$135
Administrative	\$75

*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.

Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the Town and the Developer to complete. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement.
2. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
3. P3Works will coordinate with the Trustee to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the Town's designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to Town)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with Town's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

EXHIBIT B
IRMA EXEMPTION LETTER



P3Works, LLC.
9284 Huntington Sq.
Suite 100
North Richland Hills,
Texas 76182

Mary V. Petty
Managing Partner
+1.817.393-0353 Phone
Admin@P3-Works.com

September 8, 2021

John Smith
Town Administrator
Town of Hickory Creek
1075 Ronald Regan Avenue
Hickory Creek, TX 7506

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated _____, 20__, that the Town of Hickory Creek (the "Town") has engaged and is represented by _____, an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the Town to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty

Managing Partner

P3Works, LLC

Jon Snyder

Managing Partner

P3Works, LLC

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2021-09-____**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK, TEXAS RATIFYING THE PROPERTY TAX
REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2021-2022
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 2021-2022 Budget, as adopted, requires raising more property taxes than last year's budget by \$173,499 and of that amount \$151,272 is tax revenue to be raised from new property added to the tax roll this year.

WHEREAS, the Fiscal Year 2021-2022 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 2021-2022 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 2021-2022 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 2021-2022 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 13th day of September, 2021.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2021-09-_____**

**ACCEPTING THE 2021 AD VALOREM TAX ROLL AND
APPROVING THE 2021 AD VALOREM TAX RATE AND LEVY**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ACCEPTING THE 2021 CERTIFIED TAX ROLL FOR THE TOWN OF HICKORY CREEK; APPROVING THE 2021 AD VALOREM TAX RATE AND LEVYING \$0.307280 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, 2021 AND ENDING SEPTEMBER 30, 2022; 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 2021 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 2021 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 \$0.307280 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 \$0.199143 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 \$0.108137 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, 2021, and all ad valorem taxes for the year shall become delinquent after January 31, 2022. There shall be no discount for payment of taxes prior to January 31, 2022. 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, 2022, 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 2021-2022, 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 2021 which are collected during the fiscal year 2021-2022 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 13th day of September, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

APPROVED AS TO FORM:

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

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2021-09-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 4: BUSINESS REGULATIONS; ARTICLE 4.02, SEXUALLY ORIENTED BUSINESSES; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town of Hickory Creek, Texas is a general law municipality empowered under the Texas Local Government Code, Section 51.012, to adopt an ordinance necessary for the government, interest, welfare, or good order of the Town; and

WHEREAS, the Town Council does hereby find and determine that the repeal of the Town's sexually oriented business restrictions is in the best interest of the Town and is necessary for the government, interest, welfare, and good order of the Town as well as the public health, safety, morals and general welfare of the Town.

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

SECTION 1
INCORPORATION CLAUSE

That all of the above premises are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2
FINDINGS

After due deliberations the Town Council has concluded that the repeal of the Town's restrictions on sexually oriented businesses is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

SECTION 3
AMENDMENTS

3.01 That the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 4: Business Regulations, Article 4.02 Sexually Oriented Businesses is hereby repealed in its entirety.

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

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5
SEVERABILITY CLAUSE

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

SECTION 6
SAVINGS CLAUSE

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

SECTION 7
ENGROSSMENT AND ENROLLMENT CLAUSE

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

SECTION 9
EFFECTIVE DATE CLAUSE

That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from the date of passage.

IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 13th day of September, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS
CORRECTION ORDINANCE 2021-09-_____**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK, TEXAS, CORRECTING A CLERICAL ERROR IN
ORDINANCE 2021-08-881 CONCERNING SOLAR PANEL
RESTRICTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the Town Council desires to correct a clerical error in Ordinance No. 2021-08-881, specifically, that all references to The Code of Ordinances of the Town of Hickory Creek, Texas Chapter 3 Business Regulations, Article 3.11: Solar Panel Standards instead refer to Article 3.12: Solar Panel Standards:

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

Section 1. That all references in Ordinance No. 2021-08-881 to Article 3.11 Solar Panel Standards are hereby corrected to refer to Article 3.12 Solar Panel Standards.

Section 2. That the numbering of all sections and subsections within the amendments contained in Ordinance No. 2021-08-881 are hereby corrected to adopt the following number scheme: 3.12.xxx

Section 3. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof.

Section 4. 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 13th day of September, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2021-09-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 1: GENERAL PROVISIONS; ARTICLE 1.05: TOWN OFFICERS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town of Hickory Creek, Texas is a general law municipality empowered under the Texas Local Government Code, Section 51.012, to adopt an ordinance necessary for the government, interest, welfare, or good order of the Town; and

WHEREAS, the Town Council does hereby find and determine that the repeal of the Town's specific appointment of a Town Attorney in the Code of Ordinances is cumbersome for the administration of the Town's business; and

WHEREAS, Dorwin L. Sargent, III has served as appointed Town Attorney since May of 2019, and nothing in this ordinance shall be construed to affect the validity of that appointment, which is hereby ratified and re-stated; and

WHEREAS, the Town Council finds that this ordinance is necessary for the government, interest, welfare, and good order of the Town as well as the public health, safety, morals and general welfare of the Town.

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

SECTION 1
INCORPORATION CLAUSE

That all of the above premises are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2
FINDINGS

After due deliberations the Town Council has concluded that the repeal of the Town's specific appointment of the Town Attorney in its code of ordinances is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

SECTION 3
AMENDMENTS

3.01 That the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 1: General Provisions, Article 1.05 Town Officers, Section 1.05.114 Specific Appointee is hereby repealed in its entirety.

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

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5
SEVERABILITY CLAUSE

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

SECTION 6
SAVINGS CLAUSE

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

SECTION 7
ENGROSSMENT AND ENROLLMENT CLAUSE

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

SECTION 9
EFFECTIVE DATE CLAUSE

That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from the date of passage.

IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 13th day of September, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0913-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND DORWIN L. SARGENT III, PLLC CONCERNING LEGAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council desires to ratify an agreement between the Town of Hickory Creek, Texas and Dorwin L. Sargent III, PLLC concerning legal services effectively dated September 4, 2021.

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

Section 1: the Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and Law Office of Dorwin L. Sargent III, PLLC effectively dated September 4, 2021 and attached hereto as Exhibit A.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 13th day of September, 2021

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is by and between the Town of Hickory Creek (the “Client”) and Law Office of Dorwin L. Sargent III, PLLC (the “Attorney”) (collectively the “Parties”) and is made and entered into this the 2nd day of September, 2021.

WITNESSETH:

WHEREAS, the Client is a Type A general law municipality, duly incorporated under the laws and Constitution of the State of Texas;

WHEREAS, the Client desires the services, advice, and to retain Attorney for general counsel services for the Client;

WHEREAS, the Attorney desires to render professional services for the Client as provided herein.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and for other good and valuable consideration described herein, the Parties agree that:

I. Designation of Attorney

Client and Attorney hereby agree that the following individual attorneys are to be designated and are hereby duly appointed as set out herein, in the capacity as attorney for Client:

Town Attorney – Dorwin L. Sargent, III

II. Services of Attorney

The Attorney will advise the Client and the Client’s employees in the course and scope of providing legal counsel related to the general needs of the Client, as well as providing various services as directed by the Client.

III. Compensation

The Client agrees to pay the sum a mutually agreeable hourly rate, subject to periodic adjustments in this rate made by Attorney. Any adjustment made pursuant to this section shall only be effective thirty (30) days after written notice of the same is delivered to Client.

IV. Term

This Agreement shall commence on September 4th, 2021 and shall continue thereafter until terminated by a Party to this Agreement. Any termination of this Agreement shall only be effective thirty (30) days after written notice of the same is delivered to the other party.

V. Notices

The Client shall send all notices to the Attorney's office at 624 West University Drive #127, Denton, Texas, 76201, and the Attorney shall send any and all notices to the Client's office at 1075 Ronald Reagan, Hickory Creek, Texas, 75065, unless either party shall notify the other of a different address in writing. Notices shall be deemed made either 3 days after deposition in the United States Mail, or upon actual receipt, whichever is earlier.

VI. Governing Law

The validity of the Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. Further, all obligations of all parties under this Agreement shall be performable and deemed entirely performed and all compensation and expenses earned and payable in Denton County, Texas regardless of where said services are rendered or payments made or received.

VII. Authority

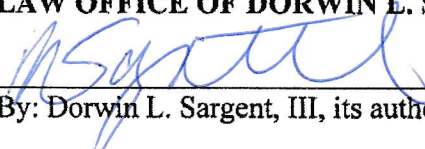
The undersigned officers and agents of the Parties hereto are properly authorized officials and have been granted the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect, and the undersigned authorized agent, attorney, and member of Attorney certifies that he is a duly licensed attorney actually associated with Attorney.

EXECUTED on the day and year first written above.

TOWN OF HICKORY CREEK, TEXAS


By: John Smith, Town Administrator

LAW OFFICE OF DORWIN L. SARGENT III, PLLC


By: Dorwin L. Sargent, III, its authorized agent.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0913-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF
THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN
AGREEMENT CONCERNING MUNICIPAL PROSECUTOR SERVICES;
AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Town Council has been presented with a proposed Agreement concerning the provision of legal services for prosecution of crimes allegedly committed within the Town, with Caprice Garcia (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 13th day of September, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

CONTRACT FOR MUNICIPAL COURT PROSECUTOR

THIS CONTRACT is made and entered into this ____ day of _____, 20____, (the "Effective Date") by and between the Town of Hickory Creek, Texas, a municipal corporation of the State of Texas, hereinafter referred to as "Client", and Caprice Garcia, hereinafter referred to as "Prosecutor":

1. **APPOINTMENT OF PROSECUTOR.**

- a. The Client does hereby appoint and contract for the services of Caprice Garcia as the Client's presiding municipal court prosecutor for and under the laws of the State of Texas, for a term of six months, beginning on the Effective Date with all the powers, rights and duties of said appointment and as provided by state law and the Client's Code of Ordinances.
- b. The Prosecutor shall comply with all requirements of law, perform all duties as required by law, and comply with all the terms of this Contract, and conditions and restrictions as set forth for municipal court prosecutors under all applicable state statutes.
- c. The Prosecutor shall devote such time as is necessary to perform the services set forth herein.
- d. Either Party to this Contract may terminate this Contract by providing written notice of termination or resignation not less than thirty (30) days prior to date of termination or resignation.

2. **COMPENSATION OF PROSECUTOR.** The Client shall compensate Prosecutor as follows:

- a. As compensation for the Prosecutor's services, the Client agrees to pay the Prosecutor according to this Section 2. No other compensation or benefits shall be paid to the Prosecutor, and the Prosecutor shall receive no health benefits and shall not accrue sick or vacation leave, or any other Client benefits.
- b. The Prosecutor shall be paid at a rate of \$100 per hour. Client agrees that the time expended by Caprice Garcia, will be recorded, and billed to Client in minimum 15-minute increments.
- c. Further, it is agreed that the recordation of time by Attorney as described herein shall apply to legal research, drafting of pleadings/complaints, conferences, telephone conversations, emails, preparation of discovery, investigation of facts, preparation for and appearances in court, staff meetings, court personnel training or required meetings and other tasks necessary to adequately handle the matters in controversy and properly represent the Client in her prosecutorial duties.

- If a docket is cancelled within 48 hours of the day of court, a flat fee of \$500 will be paid to the Prosecutor as compensation for securing her availability and to compensate her for lost opportunities.
 - If a docket is cancelled more than 48 hours from the day of court, no fee will be paid to the Prosecutor.
- d. The Prosecutor shall invoice the Client once per month not later than the fifth day of each month. The invoice shall indicate each date that the Prosecutor performed a service outlined above, a description of the service performed, and the applicable rate. The bill shall also provide a total amount due for that month.
 - e. The Client shall pay the Prosecutor once per month within fourteen (14) days from the date the invoice is received by the Client unless the invoice is disputed in good faith by the Client, in which instance the Client may withhold the amount(s) of the disputed charges until such dispute is settled.
 - f. The Prosecutor must attend and complete any annual mandatory legal education or other minimum training as required by the State of Texas within the time periods as established by law.
 - g. The Prosecutor must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Prosecutor herein represents that such membership is in good standing and that all fees and mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract. The Prosecutor shall pay for her mandatory legal education and training, including specifically, all registration fees for such course, travel expenses, including flight lodging and meal expenses unless attendance is required/requested by Client at a specific legal education course then in such an event, Client shall be responsible for all fees and expenses necessary for Prosecutor to attend.
 - h. During the duration of this Contract, the Prosecutor shall comply with all provisions of the Code of Legal Ethics, the Client's Code of Ordinances, and all other applicable laws pertaining to the operation of the Client's Municipal Court, and her duties. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes, and laws shall govern.
 - i. The Prosecutor shall operate within the docket schedule prepared and coordinated by the Judge and the Client's Municipal Court Coordinator. The Prosecutor shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule. The Court shall schedule court dockets no less than once per month.

3. **OUTSIDE LEGAL PRACTICE/PROSECUTOR DUTIES:**
INDEPENDENT CONTRACTOR

- a. The Client herein acknowledges that the Prosecutor may maintain a private law practice and may perform outside legal services. The Prosecutor shall not take on representation of a client if such representation would conflict with the Texas Code of Legal Ethics or the Texas Rules of Professional Conduct. The Prosecutor shall not take on representation of a client adverse to the Client.
- b. The Client further acknowledges that the Prosecutor may perform judicial or magisterial functions or prosecutorial functions as a prosecutor, judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of Municipal Prosecutor for the Client.
- c. The Prosecutor shall be considered an independent contractor, not an employee of the Client for all purposes, including but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and/or provisions of the Internal Revenue Code. The Client will not pay for or provide workers compensation insurance on the Prosecutor.
- d. The Prosecutor shall not represent a client in a case where an employee of the Client, in her capacity as an employee of the Client, is a witness or may be summoned to appear as a material witness.

4. **APPOINTMENT OF ASSISTANT PROSECUTORS**

- a. The Prosecutor may, upon request, submit the names of proposed Assistant Prosecutors to the Client for consideration and the Client's Council may appoint one or more Assistant Prosecutors in accordance with the Code of Ordinances.
- b. The Prosecutor shall be the liaison between the Judge(s) and/or any Client staff. The Prosecutor shall provide general supervision and guidance for each Assistant Prosecutor.
- c. The Prosecutor may provide recommendations to the Client Council regarding the renewal of any Assistant Prosecutor or Judicial appointments.
- d. The Prosecutor shall always keep the Court and the Client informed of her current contact information.

5. **ENTIRE AGREEMENT**

This Contract represents the entire and integrated agreement between the Client and the Prosecutor and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the Client and the Prosecutor. The Prosecutor further states that she has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as her own free act.

IN WITNESS WHEREOF, Client has caused this Contract to be signed in its name by the Mayor of Hickory Creek, Texas, and attested by its Mayor or other authorized person, and the Prosecutor has hereunto set her hand the day and year first above written.

PROSECUTOR:

CLIENT:

By:_____

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0913-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, NOMINATING FIVE (5) INDIVIDUALS FOR THE BOARD OF DIRECTORS OF THE DENTON CENTRAL APPRAISAL DISTRICT; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, he Denton Central Appraisal District, (“DCAD”), has asked the City of Corinth for up to five (5) nominations to the DCAD Board of Directors pursuant to Section 6.03 of the Texas Property Code; and **WHEREAS**, the City Council of the City of Corinth wishes to nominate the five individuals listed below for appointment to the DCAD Board of Directors

WHEREAS, the Town Council of the Town of Hickory wishes to nominate the five individuals listed below for appointment to the DCAD Board of Directors;

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

Section 1: The above recitals are true and correct and hereby incorporated into the body of the resolution as if fully set forth herein.

Section 2: Nominations. The Town Council hereby nominates the following five (5) individuals for appointment to the DCAD Board of Directors, each of which satisfy the minimum eligibility requirements of DCAD.

1. _____
2. _____
3. _____
4. _____
5. _____

Section 3: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 13th day of September, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

M E M O

TO: Denton County, School Districts and Cities that Levy a Tax

FROM: Hope McClure, Chief Appraiser

SUBJECT: Request for Nominations for DCAD Board of Directors

DATE: August 13, 2021

It is time again for the taxing jurisdictions to select five individuals to serve as the DCAD Board of Directors. Each jurisdiction may nominate by written resolution up to five people to be considered for the DCAD Board of Directors. According to Section 6.03 of the Texas Property Tax Code, it is the chief appraiser's responsibility to initiate this process, which is the purpose of this memo.

Please note that a chief appraiser does not have the authority, or the duty, to investigate or judge the qualifications of the nominees. Further, a chief appraiser cannot extend the deadline for receiving nominations.

Please return your nomination(s) by written resolution before October 15, 2021.

Please provide the name and address of the nominee(s). The District will send a questionnaire to each nominee requesting additional information to assist the entities in the voting process.

CALENDAR FOR APPOINTMENTS:

1. Before October 1st - Each jurisdiction will be advised of the number of votes they are entitled to cast in the election of the board of directors (those numbers are included in this email).
2. Before October 15th - The governing body of each jurisdiction may nominate by written resolution up to five candidate(s) to the DCAD Board of Directors. (The number of votes that each jurisdiction has is not relevant in the initial nomination phase.)
3. Before October 30th - A comprehensive list of the nominees will be compiled and this information will be sent to the taxing jurisdictions in the form of a ballot.
4. Before December 15th - The taxing jurisdictions choose by written resolution the candidate, or candidates, of their choice. The jurisdictions then submit the names of their candidates and the votes they cast for each candidate before the December 15th deadline.
5. Before December 31st – A tabulation of the votes will be forwarded to the jurisdictions. The five candidates that have received the most votes become the Board of Directors as of January 1st.



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

 (940) 349-3800
 www.dentoncad.com

Memo, Appointing Board of Directors, August 11, 2021

Page 2

SELECTING A NOMINEE

AUTHORITATIVE GUIDELINES - The selection process is set forth in Section 6.03 of the Property Tax Code. This process is not an "election" governed by the Texas Election Code. It is an independent procedure unique to the property tax system.

ELIGIBILITY - An appraisal district director must reside in Denton County for at least two years immediately preceding the date he or she takes office. Most residents are eligible to serve as a director. An individual that is serving on the governing body of a city, county, or school district is eligible to serve as an appraisal district's director.

An employee of a taxing unit served by the appraisal district is **not** eligible to serve as a director. However, if the employee is an elected official, he or she is eligible to serve.

A statute relevant to the Board selection process prohibits nepotism and conflict of interest for appraisal district directors and chief appraisers. In summary, the law states that:

..... "a person may not serve as director if closely related to anyone in the appraisal district or if related to anyone who represents owners in the district, or if the person has an interest in a business that contracts with the district or a taxing unit. A chief appraiser may not employ someone closely related to a member of the board of directors".

TERM OF OFFICE – Those elected to the Board of Directors will serve a two year term beginning January 1, 2022.

FREQUENCY OF MEETINGS - The applicable statutes require the board of directors to meet a minimum of once each calendar quarter.

DENTON CENTRAL APPRAISAL DISTRICT 2021 DISTRIBUTION OF VOTES

JURISDICTIONS		2020 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
<u>SCHOOL DISTRICTS:</u>				
S01	ARGYLE ISD	39,211,263.47	1.7154%	85
S02	AUBREY ISD	19,686,703.81	0.8612%	42
S03	CARROLLTON-FB ISD	59,677,280.15	2.6107%	128
S04	CELINA ISD	486,214.26	0.0213%	1
S05	DENTON ISD	300,528,684.23	13.1471%	654
S15	ERA ISD	1,687.25	0.0001%	1
S06	FRISCO ISD	168,736,156.36	7.3816%	394
S07	KRUM ISD	12,760,715.66	0.5582%	27
S08	LAKE DALLAS ISD	35,082,643.50	1.5347%	76
S09	LEWISVILLE ISD	598,944,850.68	26.2018%	1325
S10	LITTLE ELM ISD	82,583,733.78	3.6128%	178
S11	NORTHWEST ISD	143,902,045.64	6.2952%	312
S12	PILOT POINT ISD	8,842,789.13	0.3868%	18
S13	PONDER ISD	10,459,467.11	0.4576%	22
S17	PROSPER ISD	23,463,503.40	1.0264%	50
S14	SANGER ISD	16,207,613.43	0.7090%	34
S16	SLIDELL ISD	463,687.64	0.0203%	1
SCHOOL DISTRICTS TOTALS		\$1,521,039,039.50	66.540%	3348
<u>COUNTY:</u>				
G01	DENTON COUNTY	\$259,814,593.05	11.37%	567
<u>CITIES:</u>				
C26	TOWN OF ARGYLE	3,068,953.12	0.1343%	6
C01	CITY OF AUBREY	2,336,792.11	0.1022%	4
C31	TOWN OF BARTONVILLE	849,568.70	0.0372%	2
C02	CITY OF CARROLLTON	53,858,677.12	2.3561%	115
C49	CITY OF CELINA	1,486,029.75	0.0650%	3
C03	CITY OF THE COLONY	37,377,039.45	1.6351%	81
C21	TOWN OF COPPELL	1,056,686.12	0.0462%	2
C27	TOWN OF COPPER CANYON	870,253.61	0.0381%	2
C04	CITY OF CORINTH	14,287,227.60	0.6250%	30
C20	CITY OF DALLAS	13,945,214.89	0.6101%	30
C05	CITY OF DENTON	79,144,970.51	3.4623%	170
C42	CITY OF DISH	150,602.62	0.0066%	1
C30	TOWN OF DOUBLE OAK	1,181,394.10	0.0517%	3
C47	TOWN OF CORRAL CITY	14,508.54	0.0006%	1
C07	TOWN OF FLOWER MOUND	54,069,728.62	2.3654%	115
C36	CITY OF FORT WORTH	22,013,466.18	0.9630%	47
C32	CITY OF FRISCO	55,852,464.79	2.4434%	119
C39	CITY OF GRAPEVINE	200.88	0.0000%	1
C22	TOWN OF HACKBERRY	173,998.12	0.0076%	1
C38	CITY OF HASLET	1,618.72	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,132,828.57	0.0933%	5
C08	CITY OF HIGHLAND VILLAGE	13,667,598.50	0.5979%	29
C09	CITY OF JUSTIN	3,013,978.98	0.1319%	7
C18	CITY OF KRUGERVILLE	754,112.28	0.0330%	2
C10	CITY OF KRUM	2,806,666.66	0.1228%	6
C11	CITY OF LAKE DALLAS	3,500,738.06	0.1531%	8
C25	CITY OF LAKEWOOD VILLAGE	497,498.58	0.0218%	1
C12	CITY OF LEWISVILLE	55,532,778.10	2.4294%	118
C13	TOWN OF LITTLE ELM	30,065,520.30	1.3153%	65
C45	CITY OF NEW FAIRVIEW	45,578.69	0.0020%	1
C33	TOWN OF NORTHLAKE	3,668,108.80	0.1605%	8
C24	CITY OF OAK POINT	2,786,607.33	0.1219%	6
C14	CITY OF PILOT POINT	2,193,136.98	0.0959%	5
C29	CITY OF PLANO	6,239,891.59	0.2730%	13
C15	TOWN OF PONDER	1,367,589.48	0.0598%	3
C48	CITY OF PROSPER	5,180,168.58	0.2266%	11
C51	TOWN OF PROVIDENCE VILLAGE	4,562,351.92	0.1996%	10
C17	CITY OF ROANOKE	9,059,520.13	0.3963%	19
C16	CITY OF SANGER	5,380,837.91	0.2354%	12
C34	TOWN OF SHADY SHORES	1,117,288.68	0.0489%	2
C37	CITY OF SOUTHLAKE	509,818.25	0.0223%	1
C28	CITY OF TROPHY CLUB	9,194,185.92	0.4022%	19
C44	TOWN OF WESTLAKE	20,541.29	0.0009%	1
CITY TOTAL		\$505,036,741.13	22.09%	1085
TOTAL ALL JURISDICTIONS		\$2,285,890,373.68	100.00%	5000

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0913-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT CONCERNING NETWORK COMMUNICATION SERVICES WITH THE DEPARTMENT OF INFORMATION RESOURCES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement concerning the delivery and performance of network communication services by the Texas Department of Information Resources (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 13th day of September, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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



Department of Information Resources Communications Technology Services Division Service Agreement

This Service Agreement is between the Department of Information Resources/ Communications Technology Services Division (DIR/CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Section 2170.004 , Texas Government Code as applicable.

I. Eligibility Certification

- 1.1 By checking a box below, Customer certifies it meets eligibility requirements defined in the provisions of the Codes or Acts described above. Customer must check one box to indicate the entity type. **Please use the Tab key or mouse pointer to move between boxes.**

- ☐ Texas State Agency
☐ House of the Legislature
☐ Legislative Agency
☐ An agency that is not a state agency as defined by Section 2151.002 (fill in authorizing Statute or Code if not already listed above):

- ☒ Political Subdivision, including a county, municipality, or district
☐ Private institution of higher education accredited by a recognized accrediting agency, as defined by Section 61.003, Education Code, that:
 (A) engages in distance learning, as defined by Section 57.021, Utilities Code;
 and
 (B) receives federal funds for distance learning initiatives
☐ Assistance Organization defined in Section 2175.001, Texas Government Code
(Note: Assistance Organizations are required to provide proof of tax exemption as described in Customer Responsibilities, below).

II. DIR/CTS Responsibilities

- 2.1 DIR/CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter “services”).
- 2.2 DIR/CTS will assist and advise the Customer in determining the best and most economical usage of the services.

- 2.3 DIR/CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR/CTS shall commence billing for services as they are provisioned.

III. Customer Responsibilities

- 3.1 For Assistance organizations defined in Section 2175.001, Texas Government Code, the Customer shall provide all applicable local, state and federal tax exemption certificates to DIR prior to or at the time it orders services. The Customer shall be responsible to pay for all taxes as they may appear on a bill in the event the Customer does not provide applicable tax exemption certificates to DIR.
- 3.2 Customer shall comply with the DIR rules applicable to the Communications Technology Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.
- 3.3 Customer has the responsibility to cooperate and coordinate with DIR/CTS so as to avoid delaying DIR/CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner; the type of service desired and provide DIR/CTS with information which may affect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/CTS promptly informed of its billing contact, address, telephone numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/CTS in the delivery of ordered services, is not a condition of Force Majeure.
- 3.4 Payments will be made in full within 30 days of notification that the TEX-AN invoice is available for retrieval from DIR/CTS's secured website. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer agrees it has no rights to set off against bills received from DIR/CTS. Customer's covenant to pay survives termination of this Service Agreement.
- 3.5 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any claim it may have now or in the future against DIR/CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.
- 3.6 Customer is a qualified entity to receive goods and services from DIR/CTS For Assistance Organizations defined in Section 2175.001, Texas Government Code it is the exclusive responsibility of Customer to maintain its eligibility status with the Comptroller of Public Accounts. Services will terminate without liability to DIR/CTS should Customer's eligibility status change during the term of this Service Agreement.

IV. Term

The term of this Service Agreement begins on the date of the last party to sign and is in effect until all services are terminated or the Service Agreement is terminated in accordance with Article V herein.

Please note that service terms may differ from vendor to vendor and from services to service and these terms are reflected on the services order forms.

V. Billing

- 5.1 DIR/CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.
- 5.2 DIR/CTS will cease billing circuits on the date disconnection is completed.
- 5.3 All other services shall be billed on a usage basis from the first date of actual service until the service is disconnected.
- 5.4 In compliance with Title I, Chapter 207, Rule number 207.11, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

VI. Termination and Amendments

- 6.1 DIR/CTS may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. DIR/CTS may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills. In addition to termination of services, DIR/CTS may notify the State Comptroller of Public Accounts (CPA) Office of the Customer's debt to the state and request the Customer be placed on the Payments on Hold List until payment for services is received.
- 6.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/CTS of any changes to ordered services. If DIR/CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/CTS.
- 6.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/CTS and the Customer.

VII. Other Conditions of Service

- 7.1 Service rates are subject to change by DIR/CTS upon 30-days written notice to Customer.
- 7.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.
- 7.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR/CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.
- 7.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/CTS makes no independent warranties or guarantees, express or implied, regarding said services.
- 7.5 The following terms have the meaning indicated for purposes of this Service Agreement:
- “Force Majeure” means the parties’ performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.
- “Provision” and “provisioning” means DIR/CTS has acquired, arranged for or provided at the Customer’s site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VIII. Customer Service Resources

Customer Service Resources may be found at <http://www.dir.texas.gov/cts/Pages/cts.aspx> .
Inquiries regarding this Service Agreement may be directed to DIR, Service Fulfillment on 877-472-4848, option 4 or 512-463-7800.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER

TOWN OF HICKORY CREEK

**DEPARTMENT OF INFORMATION
RESOURCES**

BY: _____

BY: _____

NAME: John M. Smith, Jr.

NAME: Wayne Egeler

TITLE: Town Administrator

TITLE: Director, CTS

DATE: September 13, 2021

DATE: _____

Office of General Council: _____



TEX-AN NG SERVICE INFORMATION

Services provided through the Texas Agency Network (TEX-AN) for eligible state, non-state and assistance organizations. To review TEX-AN contracts and pricing go to <http://dir.texas.gov/> and type in TEX-AN contracts in the search DIR field.

DIR's Communications Technology Services (CTS) offers several different types of TEX-AN voice services. Since we negotiate pricing with the full volume buying power of the State of Texas, we can offer highly competitive-minute rates on all types of service.

- **Switched Long Distance Service** is ideal for small offices, allowing you to place long distance calls utilizing the TEX-AN network and one of our contracted carriers. Simply provide us with a list of the telephone numbers that will dial long distance calls, and we'll take care of the rest.
- **Dedicated Long Distance Service** is best for large offices that place a high volume of long distance calls. We order and install a circuit between your office location and one of the TEX-AN carriers.*
- **Switched Toll-Free Service (800, 844, 855 866, 877, 888)**, best suited for small offices that have a low volume of toll-free calls, allows you to point a TEX-AN toll-free number to one of your local office telephone numbers.
- **Dedicated Toll-Free Service (800, 844, 855, 866, 877, 888)** is designed for large offices that receive a high volume of toll-free calls. We order and install a circuit between your office location and one of the TEX-AN carriers.*

*One circuit can be provisioned to originate long distance calls as well as to terminate toll-free calls.

- **Voice Over Internet Protocol (VoIP) and Data Services or Converged Services** are ordered through DIR.
- **Local and VoIP Service**, these services are ordered directly from the carrier and billed directly by the carrier.

DIR's Communications Technology Services (CTS) provides a variety of data services:

- **Access and Access Circuits** are dedicated circuit connections from your location to one of the TEX-AN service providers and offer a variety of carrier-provided services such as dedicated long distance and toll-free services, MPLS, wireless broadband, fixed satellite, metro-ethernet, point-to-point data circuits, and Internet.
- **MPLS (Multi-Protocol Label Switching)** is packet-switched technology that provides high performance data delivery. It is designed to carry data from one network node to the next and is protocol indifferent.
- **Wireless Broadband** connections that allow you to deliver data within a network.
- **Fixed Satellite** connections that allow you to deliver data within a network.
- **Point-to-Point Data Circuits** are designed to deliver traffic over varying speeds (DS-1, DS-3, 1M to 10G over Ethernet) from one location to another.

- **Metro Ethernet Circuits** are designed for a customer to deliver traffic to two or more of their service locations to set up a private network
- **Internet Connections** are available in varying speeds of connectivity (DS-1, DS-3, OC-3, OC-12, 1M to 10G over Ethernet).
- **Voice Over Internet Protocol (VoIP) and Data Services or Converged Services** are ordered through DIR

DIR TEX-AN New Customer Requirements:

- **New Customer Form** filled out and emailed to: telecom.solutions@dir.texas.gov, which will go to the Service Fulfillment Team to establish your account with DIR
- **Signed DIR Service Agreement:** all higher education, political subdivisions and assistance organization are required to have an executed service agreement on file.
- **Order forms for the requested service** sent to telecom.solutions@dir.texas.gov *

*Please note that DIR cannot place orders with a vendor until all of the customer paperwork is submitted and an account code has been assigned to your entity.

DIR Service Fulfillment Responsibilities:

- **Assignment of account code** and notification to you of the account code
- Once the customer requirements are fulfilled the **service order(s) is placed with the vendor**
- **DIR will send via email the service order details and installation date** of the service to your authorized ordering representative
- DIR newtelecombilling@dir.texas.gov will email information on TEX-AN invoice retrieval from the DIR web portal to the accounts payable representative(s) that you provided on the New Customer Form **

**Please note: If your new service has been installed and your accounts payable representative(s) have not been contacted about invoice retrieval, please have them contact newtelecombilling@dir.texas.gov and your Telecom Service Fulfillment representative or telecom.solutions@dir.texas.gov to obtain the login and password information.

DIR Service Fulfillment contact list:

- Service Fulfillment: 877-472-4848, option 4
- DIR Orders Mailbox telecom.solutions@dir.texas.gov
- DIR Manager: Kimberly Tanke 512-936-2249
kimberly.tanke@dir.texas.gov

DIR Billing Team contact list:

- DIR Billing questions 877-472-4848, option 3
- DIR Billing mailbox telebilling@dir.texas.gov
- DIR Invoice Retrieval web portal <http://texasnp2.dir.texas.gov/webnp>

DIR Service Issues and Maintenance contact list:

- DIR Network Operations Center Help Desk 877-472-4848, option 2
- DIR Quality Assurance (Maintenance) 877-472-4848, option 5
DIR.QATeam@dir.texas.gov

Frequently Asked Questions:

- Why should I purchase communications technology services from DIR?**
 Purchasing communications technology services from DIR saves you time and resources because we take care of the competitive procurement process and we're able to offer deeply discounted prices. Plus, you'll have access to our reliable customer service, solution development and ordering assistance, and consolidated billing.
- Do I have to go through a competitive procurement when I purchase communications technology services from DIR?**
 No. Per Texas Government Code, Section 791.025, we have already met the competitive bid requirements for you.
- Are the prices on DIR's contracts competitive?**
 Yes. Our vendors offer significant discounts off list prices because they anticipate a high volume of purchases made through our contracts. Contracted prices apply to all DIR customers, regardless of size or type of organization. Organizations purchasing large quantities may be able to negotiate even steeper discounts.
- What is the account code?** This is a unique three digit alpha numeric number assigned by DIR that you will use on every order that you place and will be the account code on your invoice.
- What is a division code?** This is a three digit number that can be assigned by your entity to help you identify different functional or financial groups. The default is 000 and all charges for services ordered could be placed under that division. If you choose to set up division codes we will need to have a name associated with the three digit number and a contact name and phone number. For example if your account code is XX3 you would have 000 as your primary division and 100 as Administration. So, you could track the communication costs for your Administrative Department under XX3100 on your TEX-AN invoice.
- Why do customers need to check the box on every order form that they agree to the terms and conditions of the Vendor's contracts?** Each order represents a TEX-AN NG Customer Service Agreement that is required in our TEX-AN NG contracts. By checking the terms and conditions box you are agreeing to the terms and conditions set forth in the DIR vendor contract that the service is being purchased under. Terms and Conditions of each contract are posted on the DIR website.
- When do we retrieve our TEX-AN invoice from the web portal?** Your accounts payable representative(s) will go to <http://texasnp2.dir.texas.gov/webnp> with the DIR assigned login and password on or about the 20th day after the billing month. For example; if your service was installed in the month of October, you will be able to retrieve your first invoice on November 20th.

- **How do we disconnect the existing communication services after we become a TEX-AN customer?** Since your existing services were ordered directly by you from a vendor, you will have to contact your vendor to disconnect the services. You are the customer of record and DIR cannot act on your behalf. It is your choice when you schedule the disconnection of the existing services.
- **How will I know when the new services will be installed?** A DIR service order representative will send your authorized order representative an email with the service details after the order is placed with the vendor and the vendor provides the installation date and all pertinent details.
- **After I submit the original order with my entities telephone numbers for long distance switched service to DIR TEX-AN, what do I do when I get new telephone numbers?** To take advantage of the TEX-AN rates and to not receive a local long distance bill from your carrier, please be sure to place a new order to telecom.solutions@dir.texas.gov providing the new telephone number(s).
- **Do my TEX-AN services qualify for e-rate reimbursement?** Yes. The TEX-AN vendors have SPIN numbers that you will use when filling out your forms.
- **How do I contact my service delivery representative or my order service representative?** DIR now has a toll free number in an ACD group that is associated with both groups for assistance. The number is **877-472-4848 option 4**. Once your call is answered the call can be transferred to your service representative.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0913-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT CONCERNING THE LEWISVILLE LAKE PADDLING TRAIL COLLABORATION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement concerning the creation and operation of the Lewisville Lake Paddling Trail Collaboration Project (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 13th day of September, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

TERMS SHEET

This term sheet shall serve as an AGREEMENT regarding responsibilities, collaboration, support, promotion, development, and establishment of the Lewisville Lake Paddling Trail Collaboration Project referenced hereinafter as the "LLPT".

I. PARTIES

The parties mentioned below constitute the Lewisville Lake Paddling Trail Partnership, referenced hereinafter as the "Agencies". The Agencies are responsible for the management, stewardship, and administrative responsibilities for operating the components of the launch sites, amenities, enhancing the public's knowledge, awareness & responsible safety use, experiences, and related assets of the LLPT that fall under their respective jurisdiction.

- a) Denton Parks & Recreation Department
- b) Hickory Creek Parks & Recreation Department
- c) Highland Village Parks & Recreation Department
- d) Lewisville Parks & Recreation Department
- e) Little Elm Parks & Recreation Department
- f) The Colony Parks & Recreation Department

II. PURPOSE

The purpose of this AGREEMENT is to develop and expand a framework of cooperation among the Agencies for planning and implementing mutually beneficial projects, activities, programs, development, and education associated and related to the LLPT. The Agencies are committed to providing ongoing maintenance and operations, promoting informational resources to provide high-quality water safety education and program development. This AGREEMENT formalizes the relationship between the Agencies and allows the Agencies to speak with one voice for the mutually agreed-upon vision, mission, and objectives set forth below.

III. VISION

To collaborate with municipalities and organizations to establish state & nationally recognized paddling trails along Lewisville Lake, tributaries, and corridors.

IV. MISSION

To create trail systems that interconnect around Lewisville Lake that promotes safe recreational usage by paddlers and identify routes to connect the Trinity River Elm Fork to Lake Ray Roberts through the Greenbelt.

V. THE AGREED-UPON GOALS, OBJECTIVES & PRINCIPLES

- a. The goal is to collaborate, support, and establish projects and programs to further the mission of our project. While the partnership's focus is to promote non-motorized recreation, this AGREEMENT intends not to impede motorized use or advocate for excluding motorized use. The Agencies are committed to the following partnership objectives, to the best of each Agency's ability, depended upon policies, budgets, and agency procedures:
 - i. Work, coordinate, and cooperate with community leaders, private developers, community members, non-profit organizations, state and national organizations to create a seamless system of connecting paddling trails.
 - ii. Promote healthy lifestyles by designing paddling trail systems that accommodate all ages, abilities and promote diverse outdoor recreation activities.
 - iii. Encourage non-motorized transportation by offering multiple launch access points and safe, reasonably direct routes between communities, waterfront parks, and popular destinations within each Agency community surrounding or connecting to the LLPT.
 - iv. Create a network of trails and "trailheads" that allow easy public access from parking to the shoreline with landing/launching sites for water trails affording all citizens region-wide the opportunity to enjoy the scenic and environmental richness of Lewisville Lake and its surrounding land and waters.
 - v. Provide educational opportunities and identify points of interest throughout the trail system that highlight cultural resources, working lands, local history, and natural science.
 - vi. Create and identify a safety plan to promote and advocate water safety throughout Lewisville Lake.
 - vii. Increase community awareness and promote the LLPT as a valuable resource for non-motorized recreation, education, stewardship, and tourism.
- b. The Agencies agree to support, abide, and advocate the following guiding principles for the creation and implementation of the LLPT:

- i. **Accessibility:** Infrastructure of trails and greenways that are a part of everyday life and accessible to all people of varying abilities, ages, and backgrounds.
- ii. **Healthy Lifestyles:** Improved fitness, health, and well-being for all people through trails and greenways that offer opportunities for physical activity, recreation, rejuvenation, and preventative health care.
- iii. **Education:** Educational and interpretive opportunities that promote understanding, skills development, and appreciation of the environment and water safety.
- iv. **Connectivity:** Trail systems that link communities, natural areas, and people as a means of recreation and transportation.
- v. **Economic Vitality:** A trail system that contributes to the financial strength and attractiveness of a community by enhancing business opportunities, tourism, and property values.
- vi. **Sustainable Development:** A trail system that offers alternative transportation opportunities, contributes to a community's health and vitality, and connects people to nature.
- vii. **Best Practices:** Innovative, sustainable, and technically sound guidelines that are understood and applied by decision-makers in the planning, design, development, and construction of high-quality trail systems.

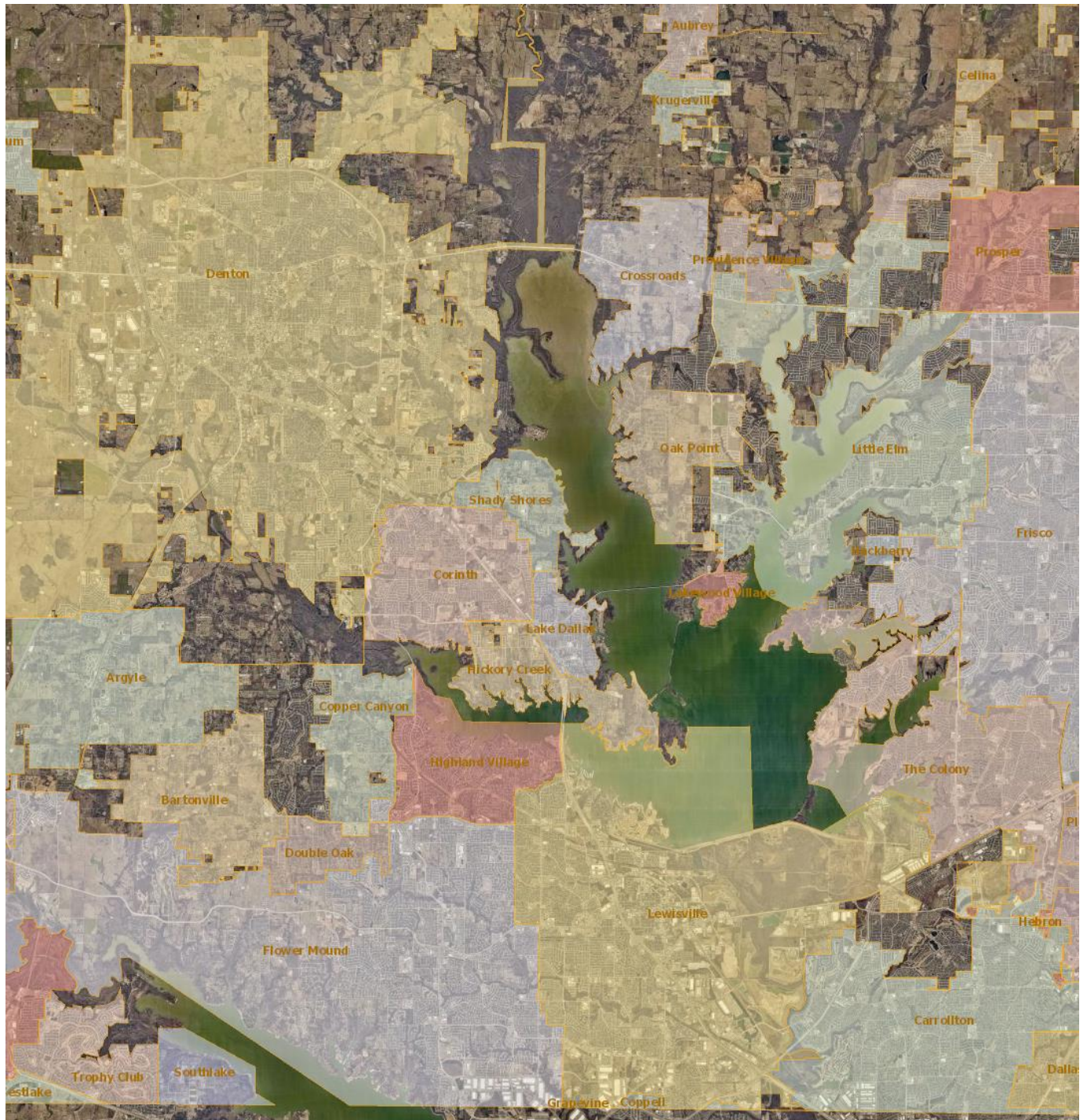
VI. IT IS MUTUALLY AGREED BY THE AGENCIES THAT:

- a. Agencies are responsible for all maintenance & operations that fall under their jurisdiction.
 - i. Agencies will maintain and replace signs, kiosks, docks, parking lots, restrooms, and other amenities and infrastructure as it relates to the LLPT.
 - ii. Agencies will do their due diligence to ensure launch sites and amenities are clean and free of trash and debris.
 - iii. Agencies will conduct ongoing checks and provide service and maintenance to assets as needed.
 - iv. Funding for the ongoing maintenance and operation of infrastructure and amenities related to the LLPT within each agency's jurisdiction as defined in Exhibit 1 will be the responsibility of that agency.

- b. Agencies agree to participate in meetings throughout the year to review LLPT development, operational problems and maintenance standards, safety plans, support, and exchange ideas, advice, and other information for the good of the LLPT.
- c. Agencies must maintain good communications and disseminate information to their community members and other agencies related to the LLPT.
- d. The Agencies will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing the objectives of this AGREEMENT that specifically fall under their jurisdiction.
- e. Agencies are committed to promoting the health and safety of all participants and will abide by federal and state codes and procedures.
- f. This AGREEMENT serves as a letter of support for the "Agency's" desire to apply for grants, receive donations to offset the cost for their launch sites and amenities. The resources gained must be directed to improvements or repairs for the LLPT.
- g. Agencies will establish budgets and identify avenues to provide funds to maintain and operate to the best of each Agency's ability.
- h. Other organizations and private entities may be added to this AGREEMENT without the written agreement of all the Agencies.
- i. Modifications within the scope of this agreement must be made by mutual consent of the Agencies. Requests for revision should be made, in writing, at least 30 days prior to implementation of the requested change. The agency representative must request a written amendment signed and dated by all authorized representatives.
- j. TERMINATION. Any of the parties, in writing, may terminate this AGREEMENT in whole, or in part, at any time before the date of expiration.
- k. This AGREEMENT takes effect on the date it is fully executed and will expire ten years from its effective date. The Parties may extend this AGREEMENT for an additional period of not more than ten years beyond initial expiration. This AGREEMENT may be amended upon written request of any of the Agencies and written concurrence of the other.

By signing below, each Agency certifies that this AGREEMENT is signed by their Director or Leader of the respective Parks and Recreation Department and that said representative has authority to do so. The individual signing this form authorizes and agrees that their Agency will abide by this AGREEMENT.

EXHIBIT 1: DENTON COUNTY APPRAISAL DISTRICT BOUNDARY MAP



SIGNATURES PAGE

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