



**NOTICE OF  
REGULAR MEETING OF THE TOWN COUNCIL  
REMOTE MEETING  
1-888-475-4499 MEETING ID: 869 1489 1465  
MONDAY, JULY 27, 2020, 6:00 PM**

**AGENDA**

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

**Call to Order**

**Roll Call**

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

**Invocation**

**Items of Community Interest**

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

**Public Comment**

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

**Consent Agenda**

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

- [1.](#) June 2020 Council Meeting Minutes
- [2.](#) June 2020 Financial Statements
- [3.](#) Consider and act on an ordinance of the Town of Hickory Creek, Texas electing for the Town to make current service and prior service contributions to the Town's account in the benefit accumulation fund of the Texas Municipals Retirement System at the actuarially determined rate of the total employee compensation.
- [4.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas approving the 2020 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No.1 including the collection of the 2020 annual installments.
- [5.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas approving the 2020 annual update to the service and assessment plan and assessment roll for Hickory Creek Farms Public Improvement District including the collection of the 2020 annual installments.
- [6.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the issuance of a water well drilling permit for 141 S. Hook Street, Hickory Creek, Texas.
- [7.](#) 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 interlocal agreement by and between the Town of Hickory Creek and Span, Inc. for transportation services.
- [8.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal cooperation agreement for Shared Governance Communications and Dispatch Services System between the Town of Hickory Creek Police Department and Denton County.
- [9.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an amendment to an agreement by and between the Town of Hickory Creek, Texas and WaterToyz, LLC.
- [10.](#) Consider and act on the 2020-2021 Hickory Creek Economic Development Corporation Budget.
- [11.](#) Consider and act on the acceptance of renewal rates from TML Health Benefits Pool for town employee medical coverage for Fiscal Year 2020-2021.

### **Regular Agenda**

- [12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a developer agreement by and between the Town of Hickory Creek, Texas and Lennon II Family Limited Partnership.

13. Consider and act on an ordinance annexing the hereinafter described territory to Town of Hickory Creek, Denton County, Texas, and extending the boundary limits of said Town so as to include a certain 0.91236 acre tract of land owned by the Town of Hickory Creek situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas within said town limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the town; adopting a service plan; and providing an effective date.
14. Consider and act on an ordinance annexing the hereinafter described territory to Town of Hickory Creek, Denton County, Texas, and extending the boundary limits of said Town so as to include a certain 3.086 acre tract of land owned by the Town of Hickory Creek situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas within said town limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the town; adopting a service plan; and providing an effective date.
15. Consider and act on an ordinance annexing the hereinafter described territory to Town of Hickory Creek, Denton County, Texas, and extending the boundary limits of said Town so as to include a certain 35.580 acre tract or tracts situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas within said town limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the town; adopting a written service agreement; and providing an effective date.
16. Conduct a public hearing regarding a request from Trendmaker Homes DFW, LLC on behalf of Lennon II Family Limited Partnership and the Town of Hickory Creek designating certain tracts of land legally described as A0915A M.E.P. & P.R.R. TR 16 (PT), 3.086 acres of land and A0915A M.E.P. & P.R.R. TR 15 and 16 (PT) 35.580 acres of land as PD (Planned Development) and consider and act on a ordinance for the same.
17. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute a special warranty deed from the Town of Hickory Creek, Texas to Lennon II Family Limited Partnership.
18. Consider and act on a preliminary plat of the Lennon Creek Addition, an addition to the Town of Hickory Creek, Denton County, Texas and being situated in the M.E.P. and P.R.R. R.R. Co. Survey, Abstract No. 915. The property is located at the southeast corner of Parkridge Dr. and FM 2181.
19. Consider and act on a replat of The Alcove at Hickory Creek, formerly Hickory Farms Addition, 24.77 acres situated in the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The property is located in the 1000 block of Ronald Reagan Avenue.
20. Consider and act on a final plat submitted by Eagle Surveying on behalf of Steven and Vicky Hammond of the Oak Creek Addition, Block A, Lot 1, being 0.51 acres of land situated in the Lowry Cobb survey, Abstract No. 284, Town of Hickory Creek, Denton County, Texas. The property is located at 121 Wild Oak Lane.

21. Discussion regarding the 2020-2021 Fiscal Year Budget.

**Executive Session**

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

**Section 551.071**

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

22. Denton County Cause No. 20-2272-462

**Reconvene into Open Session**

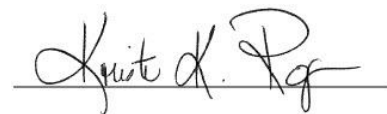
23. Discussion and possible action regarding matters discussed in executive session.

**Adjournment**

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan AVENUE, Hickory Creek, Texas on July 24, 2020 at 10:30 a.m.



Kristi Rogers, Town Secretary  
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
TUESDAY, JUNE 02, 2020**

**MINUTES**

**Call to Order**

Mayor Clark called the meeting to order at 5:31 p.m.

**Roll Call**

The following members were present:

Mayor Lynn Clark

Councilmember Tracee Elrod

Councilmember Richard DuPree

Councilmember Chris Gordon arrived at 5:35 p.m.

Mayor Pro Tem Paul Kenney

Councilmember Ian Theodore left at 6:30 p.m.

Also in attendance:

John Smith, Town Administrator

Kristi Rogers, Town Secretary

Trey Sargent, Town Attorney

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

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

**Invocation**

Councilmember Theodore gave the invocation.

**Items of Community Interest**

Town staff is planning an event to be held on July 2, 2020 from 4:00 p.m. to 6:00 p.m. Town of Hickory Creek residents are invited to drive thru the parking lot at town hall to receive dinner and a goody bag. Residents will also have an opportunity to register their pets, purchase a boat ramp pass or receive a free day use pass, file an alarm permit and have a golf cart inspected and registered.

**Public Comment**

There were no speakers for public comment.

**Regular Agenda**

1. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, setting a date, time and place for public hearings of the annexation of a 0.9123 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and authorizing and directing the Mayor to publish notice of said public hearings and providing an effective date.

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Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, setting a date, time and place for public hearings of the annexation of a 0.9123 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and authorizing and directing the Mayor to publish notice of said public hearings and providing an effective date, public hearings to be held on June 22, 2020 at 6:00 p.m. and 6:05 p.m. at town hall, Seconded by Councilmember Theodore.

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

2. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, setting a date, time and place for public hearings of the annexation of a 3.086 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and authorizing and directing the Mayor to publish notice of said public hearings and providing an effective date.

Motion made by Councilmember Theodore to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, setting a date, time and place for public hearings of the annexation of a 3.086 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and authorizing and directing the Mayor to publish notice of said public hearings and providing an effective date, public hearings to be held on June 22, 2020 at 6:10 p.m. and 6:15 p.m. at town hall, Seconded by Councilmember Elrod.

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

3. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, to accept a petition for voluntary annexation of 35.580 acres of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-002656, Deed Records, Denton County, Texas, a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document 96-0042657, Deed Records, Denton County, Texas.

Motion made by Mayor Pro Tem Kenney to approve a resolution of the Town Council of the Town of Hickory Creek, to accept a petition for voluntary annexation of 35.580 acres of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-002656, Deed Records, Denton County, Texas, a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document 96-0042657, Deed Records, Denton County, Texas, Seconded by Councilmember DuPree.

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

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4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, setting a date, time and place for a public hearing of the voluntary annexation of a 35.580 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-002656, Deed Records, Denton County, Texas, a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document in Document 96-0042657, Deed Records, Denton County, Texas, by the Town of Hickory Creek, Texas and authorizing and directing the Mayor to publish notice of said public hearing and providing an effective date.

Motion made by Councilmember Theodore to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, setting a date, time and place for a public hearing of the voluntary annexation of a 35.580 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-002656, Deed Records, Denton County, Texas, a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document in Document 96-0042657, Deed Records, Denton County, Texas, by the Town of Hickory Creek, Texas and authorizing and directing the Mayor to publish notice of said public hearing and providing an effective date, public hearing to be held on June 22, 2020 at 6:20 p.m. at town hall, Seconded by Councilmember Elrod.

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

### **Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 5:47 p.m. to discuss the following matters.

#### **Section 551.071**

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

5. Denton County Cause No. 20-2272-462

#### **Section 551.072**

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

6. Real property generally located North of Hickory Creek Road, West of Point Vista Road, South of Turbeville Road and East of Interstate 35 East.

**Reconvene into Open Session**

The Town Council reconvened into open session at 7:12 p.m.

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

No action taken.

**Adjournment**

Motion made by Councilmember DuPree to adjourn the meeting, Seconded by Councilmember Elrod.

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

The meeting did then stand adjourned at 7:13 p.m.

Approved:

Attest:

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

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary  
Town of Hickory Creek



**REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, JUNE 22, 2020**

**MINUTES**

**Call to Order**

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

**Roll Call**

The following members were present:

Mayor Lynn Clark  
Councilmember Tracee Elrod  
Councilmember Richard DuPree  
Councilmember Chris Gordon  
Mayor Pro Tem Paul Kenney  
Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator  
Kristi K. Rogers, Town Secretary  
Carey Dunn, Chief of Police  
Trey Sargent, Town Attorney

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

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

**Invocation**

Councilmember Theodore gave the invocation.

**Presentation of Awards**

Mayor Clark presented an award to Kristi Rogers, honoring her for 20 years of service to the Town of Hickory Creek.

**Items of Community Interest**

An event will be held on July 2, 2020 from 4:00 p.m. to 6:00 p.m. Town of Hickory Creek residents are invited to drive thru the parking lot at town hall to receive dinner and a goody bag. In-N-Out will provide burgers, chips and drinks.

**Public Comment**

Carmen Minor, 15 Point Vista Drive, stated she is concerned about the park down the street from her neighborhood. There is a lot of traffic every weekend. There are no restroom facilities in the park. She has walked the park after the weekend and has found toilet tissue on the ground. Are people using the restroom? This is a major problem and it is an environmental issue.

## **Town of Hickory Creek**

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James Minor, 15 Point Vista Drive, stated he has been a resident of Point Vista Drive for 28 years and he has never seen the parking situation as bad as it is now on his street. He measured the street in front of his home, and it is 18 feet, 2 inches. His truck is 8 feet and 1½ inches and if he parks his truck on the street there is not enough space for an emergency vehicle to get through. Six years ago, he was hit head on due to the cars parked along Point Vista turning it into a one lane street. No parking signs have been installed and the police have been called to help with the issue. Cars are still parking in the areas that do not have signs. More signage is needed. The homeowners were advised to come before council.

Carol Norton, 19 Point Vista, stated she is concerned for the safety of the boats, cars, pedestrians and dogs which travel on Point Vista especially where it curves at Point Vista Park. Parking on the street can be dangerous and the signage is confusing. She has been forced off the road by vehicles pulling boat trailers utilizing too much of the roadway and with people parking along the shoulder it could cause accidents. Please make signage more understandable and enforceable.

Kevin Van Nest, 16 Point Vista, stated he purchased a home on a nice quiet dead end street, and that has come to an end. Two major problems exist, a free park without adequate parking or restrooms and a boat ramp that is drawing hundreds of people renting jet skis. Jet ski rentals at the boat ramp and gas cans on the shoreline are not a good idea. GPS is directing renters to the homes on Point Vista. The barricades provided by the town have kept the street from being a parade every weekend.

Sandy Van Nest, 16 Point Vista, stated she has photos she would like to leave for the council depicting the issues the homeowners have fought for a long time. Emergency vehicles are unable to access homeowners when cars park along the road. No physical addresses for the boat ramp or the park at the end of the street exists. Without addresses, it is really difficult for the police to respond to calls for assistance. This is a safety issue for the people visiting the parks, the drivers, the residents and it must be rectified.

Gloria Logan, 11 Point Vista Drive, stated she lives at the very last house on Point Vista. When all the chaos started cars used her yard to turn around because there is no outlet. The barricades provided by the town alleviated some of the problem. Her main concern is if her ninety- two year old husband needs emergency medical care; how would the emergency vehicles get through the barricades and cars parked everywhere. She is concerned more businesses will be allowed in the park if the area where the jet ski rental is zoned commercial.

Philip Holland, 6 Point Vista, stated he is happy there is a problem that people from everywhere want to come to the park, but something must be done. The park is over utilized, there are too many people and it is a safety hazard because of all the vehicles. The homeowners need relief.

Mary Frederick, 23 Point Vista Drive, stated she agrees with everyone who have spoken. People visiting the park are staying until after 11:00 p.m. The lights from the vehicles shine into her home. Children are playing in the street and it is unsafe especially with the number of vehicles. Please help the homeowners.

## **Town of Hickory Creek**

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Lynn Fernandez, 1 Point Vista Drive, stated she is here to address the overflow from Point Vista Park. She lives across the street and the traffic and parking is out of control. Cars are parking in the homeowner's yards and in front of the barricades the town provided. She didn't want to call the police, but she was unable to get out of her neighborhood. Park visitors are knocking on her door to borrow household items, asking to use the restroom and offering to pay to park in her yard. There are so many safety concerns.

Lizzy Hoffman, 18 Point Vista Drive, stated she agrees with the others who have spoken. The traffic is out of control and emergency vehicles have no way to enter the neighborhood with cars parked along Point Vista. She has been run off the road several times. It is very unsafe. The homeowners need help from the council.

Nate Prevost, 21 Point Vista Drive, stated on behalf of the neighbors, he wanted the council to know they are not against visitors in the parks, just the vehicles parking illegally. In addition to the existing no parking signs, another solution would be to install towing enforcement signs so illegally parked vehicles could be towed when the police patrol.

Kristy Taylor, 12 Lakewood Drive, stated she wanted to complain about the rental company at Point Vista boat ramp. Her family moved here in 2007 because as boat owners, they wanted easy access to the lake. The situation at the boat ramp is getting out of hand. Previously her family utilized Arrowhead boat ramp, but it became a safety issue when the rental place was located there. On May 30<sup>th</sup> she received a citation due to single cars parking in the designated parking spaces for trailer parking and she parked in the last spot which was not trailer parking. She is contesting the citation because it is a public facility and should not be used for a commercial business. The rental company owns two boats and four jet skis with a capacity of twenty seven people if all the equipment is rented. There is a limited number of designated trailer parking because it is a small park. The park is intended to launch boats, not for people to hang out all day. The renters are interfering with boat owners to safely launch. The owner of the rental company is not a taxpayer and should not be allowed to operate in the park.

Dennis Johnson, 24 Point Vista, stated he believes the problem with Point Vista Park began several years ago when brush was cleared and increased traffic. More people are in the parks now with school out and more people home because of the coronavirus the traffic is horrendous. He suggested signs with the wording "Private Estates, Do Not Enter, Dead End Street, No Turn Around, Unauthorized Vehicles subject to Towing". The increased traffic is a real problem.

Kerby Pierre, 210 Forestview Road, stated the first time he appeared before council was in September 2013. He was asked why he wanted to serve on the Parks and Recreation Board, his answer was simple. He wanted to help, and he liked nature. His answer has since evolved, he wants to help, is passionate about the environment and wants his daughters to see a reflection of themselves serving in every capacity possible. He wondered if there is something he did to not be reappointed to the board, he served on for almost seven years since moving to Hickory Creek. He was asked if he would like to continue to serve and then two new members and a previous board member were appointed by town council. There was no indication from town council or staff that the council had lost faith in him or John Grosskopf. He did not receive a call from anyone after the appointments, just an email thanking him for his service. Mayor Clark reached out to Mr. Pierre and they had a great conversation. His absences and tardiness were discussed.

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He feels he was not absent or late more than anyone else serving on the board including the council liaison and including his time on military orders in 2019. Also discussed was the special called meeting of the Parks and Recreation Board held in January 2019 and the special called meeting of the Town Council held in February 2019. He came before council tonight to protect his name. He loves to serve and will continue to serve.

Nancy True, 12 Tanglewood Drive, stated she hopes there will be deliberation regarding agenda item 3 to address her questions and concerns regarding the proposed ordinance. She is a law and order person. She does have problems with laws that are not pursuant to the constitutions. She questioned if additional methods of enforcement are needed for disasters, when we have had disasters forever. The ordinance states it will advance public health, safety and welfare based on whose authority; the WHO, the CDC, the FDA whose authority has plummeted. She is concerned she could be charged with a misdemeanor and fine of \$500.00 a day if for example she chose not to answer questions from a contact tracer based on an executive order issued by Governor Abbott.

Carole H. Haynes, Ph. D., 44 Indian Trail, stated she has lived in Hickory Creek for three years. As a former resident of Dallas, Texas she is highly suspicious of what is going on as it moves out to small towns and has concerns regarding agenda item 3. Her concern is the additional methods of enforcement of disaster declarations issued by Governor Abbott.

### **Consent Agenda**

1. May 2020 Council Meeting Minutes
2. May 2020 Financial Statements
3. Consider and act on an ordinance of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 8: Offenses and Nuisances by creating Article 8.01: General Provisions.
4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, for the appointment of one member to the board of managers of the Denco Area 9-1-1 District.

Mayor Clark requested item 3 be pulled from the consent agenda items for separate discussion.

Motion made by Councilmember Gordon to approve consent agenda items 1,2 and 4 as presented, Seconded by Councilmember Theodore.

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

Motion made by Mayor Pro Tem Kenney to approve consent agenda item 3 as presented, Seconded by Councilmember DuPree.

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

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**Regular Agenda**

5. Conduct the first public hearing regarding the annexation of a 0.9123 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract 915, Denton County, Texas.

Mayor Clark called the public hearing to order at 6:49 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:49 p.m.

6. Conduct the second public hearing regarding the annexation of a 0.9123 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract 915, Denton County, Texas.

Mayor Clark called the public hearing to order at 6:49 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:49 p.m.

7. Conduct the first public hearing regarding the annexation of a 3.086 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract 915, Denton County, Texas.

Mayor Clark called the public hearing to order at 6:50 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:50 p.m.

8. Conduct the second public hearing regarding the annexation of a 3.086 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract 915, Denton County, Texas.

Mayor Clark called the public hearing to order at 6:50 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:50 p.m.

9. Conduct a public hearing regarding the voluntary annexation of a 35.580 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas.

Mayor Clark called the public hearing to order at 6:50 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:51 p.m.

10. Conduct the first public hearing regarding an ordinance of the Town of Hickory Creek, Texas, continuing the juvenile curfew for minors under 17 years of age.

Mayor Clark called the public hearing to order at 6:51 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:51 p.m.

11. Conduct the second public hearing regarding an ordinance of the Town of Hickory Creek, Texas, continuing the juvenile curfew for minors under 17 years of age.

Mayor Clark called the public hearing to order at 6:51 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:51 p.m.

**Town of Hickory Creek**

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12. Consider and act on an ordinance of the Town of Hickory Creek, Texas continuing the juvenile curfew for minors under 17 years of age adopted by Ordinance No. 2008-02-309 prohibiting appearance in public between the hours of 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday within the Town of Hickory Creek.

Motion made by Councilmember Theodore to approve an ordinance of the Town of Hickory Creek, Texas continuing the juvenile curfew for minors under 17 years of age adopted by Ordinance No. 2008-02-309 prohibiting appearance in public between the hours of 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday or holidays observed by the town, Seconded by Councilmember Gordon.

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

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 between the Town of Hickory Creek, Texas, the City of Corinth, the City of Lake Dallas and the Town of Shady Shores, Texas concerning a broadband study.

Motion made by Councilmember Gordon to approve 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 between the Town of Hickory Creek, Texas, the City of Corinth, the City of Lake Dallas and the Town of Shady Shores, Texas concerning a broadband study in an amount not to exceed \$8,200.00, Seconded by Councilmember Elrod.

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

14. 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 between the Town of Hickory Creek, Texas and the City of Corinth, Texas concerning fire services.

Motion made by Councilmember Gordon to approve a resolution authorizing the Mayor to execute an agreement between the Town of Hickory Creek, Texas and the City of Corinth, Texas concerning fire services, Seconded by Councilmember Elrod.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore.

Voting Nay: Mayor Pro Tem Kenney. Motion passed.

15. 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 between the Town of Hickory Creek, Texas and Denton County, Texas concerning the coronavirus relief fund.

**Town of Hickory Creek**

**June 22, 2020**

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Motion made by Mayor Pro Tem Kenney to approve 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 between the Town of Hickory Creek, Texas and Denton County, Texas concerning the coronavirus relief fund, Seconded by Councilmember Theodore.

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

16. Discussion regarding implementation of the 2020 Parks, Recreation and Open Space Master Plan adopted on February 24, 2020.

Discussions were held regarding implementing the 2020 Parks, Recreation and Open Space Master Plan.

17. Discussion regarding the 2020-2021 Fiscal Year Budget.

Discussions were held regarding the 2020-2021 Fiscal Year Budget.

18. Consider and act on appointment of Mayor Pro Tem.

Motion made by Councilmember Elrod appoint Paul Kenney as Mayor Pro Tem, Seconded by Councilmember Theodore.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore.

Abstaining: Mayor Pro Tem Kenney. Motion passed.

19. Consider and act on appointing council members as liaisons for various boards and commissions.

Councilmember Elrod, EDC; Councilmember DuPree, Police Department and Animal Services; Councilmember Gordon, Parks and Recreation; Mayor Pro Tem Kenney, Planning and Zoning Commission and Councilmember Theodore, Board of Adjustments.

Motion made by Councilmember Theodore to appoint the slate of names presented as liaisons for various boards and commissions, Seconded by Councilmember Elrod.

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

**Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council did not convene into executive session to discuss the following matters.

**Section 551.071**

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

**Town of Hickory Creek**

**June 22, 2020**

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20. Denton County Cause No. 20-2272-462

**Section 551.072**

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

21. Real property generally located North of Hickory Creek Road, East of Point Vista Road, South of Turbeville Road and West of Interstate 35 East.

**Reconvene into Open Session**

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

No action taken; the town council did not convene into executive session.

**Adjournment**

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

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

The meeting did then stand adjourned at 8:47 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek



Town of Hickory Creek  
**Balance Sheet**  
As of June 30, 2020

	<u>Jun 30, 20</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,138.52
BOA - Drug Forfeiture	1,950.11
BOA - Drug Seizure	1,353.26
BOA - General Fund	125,871.56
BOA - Parks and Recreation	257,349.23
BOA - Payroll	260.00
BOA - Police State Training	5,181.57
Logic Animal Shelter Facility	9,563.57
Logic Harbor Ln-Sycamore Bend	3,334.45
Logic Investment Fund	4,990,078.26
Logic Street & Road Improvement	163,724.71
Logic Turbeville Road	214,536.43
<b>Total Checking/Savings</b>	<u>5,792,341.67</u>
Accounts Receivable	
Accounts Receivable	10,711.04
Municipal Court Payments	11,288.67
<b>Total Accounts Receivable</b>	<u>21,999.71</u>
<b>Total Current Assets</b>	<u>5,814,341.38</u>
<b>TOTAL ASSETS</b>	<u><u>5,814,341.38</u></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00

Town of Hickory Creek  
Profit & Loss  
June 2020

	<u>Jun 20</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	3,745.66
4004 M&O Penalties & Interest	-159.21
4006 Delinquent M&O	29.94
4008 I&S Debt Service	2,501.72
4010 I&S Penalties & Interest	-106.90
4012 Delinquent I&S	5.50
	<hr/>
Total Ad Valorem Tax Revenue	6,016.71
Building Department Revenue	
4102 Building Permits	52,121.68
4104 Certificate of Occupancy	300.00
4106 Contractor Registration	450.00
4124 Sign Permits	15.00
4128 Variance Fee	750.00
4132 Alarm Permit Fees	100.00
Building Department Revenue - Other	250.00
	<hr/>
Total Building Department Revenue	53,986.68
Franchise Fee Revenue	
4212 Republic Services	3,744.11
	<hr/>
Total Franchise Fee Revenue	3,744.11
Interest Revenue	
4302 Animal Shelter Interest	5.86
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.06
4314 Logic Investment Interest	2,588.24
4320 Logic Street/Road Improv.	84.20
4322 Logic Turbeville Road	110.33
4326 PD State Training Interest	0.21
4328 Logic Harbor/Sycamore Bend	1.71
	<hr/>
Total Interest Revenue	2,790.69
Interlocal Revenue	
4402 Corp Contract Current Year	10,711.04
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Total Interlocal Revenue	10,711.04
Miscellaneous Revenue	
4502 Animal Adoption & Impound	240.00
4508 Annual Park Passes	6,063.52
4510 Arrowhead Park Fees	6,843.00
4530 Other Receivables	6,553.42
4536 Point Vista Park Fees	3,303.00
4550 Sycamore Bend Fees	7,586.00
	<hr/>
Total Miscellaneous Revenue	30,588.94
Municipal Court Revenue	

Town of Hickory Creek  
**Profit & Loss**  
June 2020

	<u>Jun 20</u>
4602 Building Security Fund	1,708.31
4604 Citations	41,012.25
4606 Court Technology Fund	1,430.11
4608 Jury Fund	30.30
4610 Truancy Fund	1,515.08
4612 State Court Costs	20,895.23
<b>Total Municipal Court Revenue</b>	<b>66,591.28</b>
<b>Sales Tax Revenue</b>	
4702 Sales Tax General Fund	106,522.54
4706 Sales Tax 4B Corporation	35,507.51
<b>Total Sales Tax Revenue</b>	<b>142,030.05</b>
<b>Total Income</b>	<b>316,459.50</b>
<b>Gross Profit</b>	<b>316,459.50</b>
<b>Expense</b>	
Capital Outlay	
5010 Street Maintenance	62.48
5012 Streets & Road Improvement	-65.00
5024 Public Safety Improvements	161,620.57
<b>Total Capital Outlay</b>	<b>161,618.05</b>
<b>General Government</b>	
5202 Bank Service Charges	0.00
5206 Computer Hardware/Software	534.21
5212 EDC Tax Payment	35,507.51
5216 Volunteer/Staff Events	459.66
5218 General Communications	193.68
5222 Office Supplies & Equip.	55.32
5224 Postage	47.81
<b>Total General Government</b>	<b>36,798.19</b>
<b>Municipal Court</b>	
5318 Merchant Fees/Credit Cards	-287.14
5322 Office Supplies/Equipment	29.88
5326 Training & Education	-150.00
5332 Warrants Collected	-2,006.98
<b>Total Municipal Court</b>	<b>-2,414.24</b>
<b>Parks and Recreation</b>	
5408 Tanglewood Park	43.82
<b>Total Parks and Recreation</b>	<b>43.82</b>
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	998.02
5434 Harbor Grove	72.28
5436 Point Vista	413.68
5438 Sycamore Bend	3,288.87

Town of Hickory Creek  
**Profit & Loss**  
June 2020

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	<u>Jun 20</u>
Total Parks Corps of Engineer	4,772.85
Personnel	
5502 Administration Wages	23,135.84
5504 Municipal Court Wages	8,558.66
5506 Police Wages	61,937.35
5507 Police Overtime Wages	0.00
5508 Public Works Wages	14,573.17
5509 Public Works Overtime Wage	13.92
5510 Health Insurance	17,343.28
5514 Payroll Expense	1,641.10
5518 Retirement (TMRS)	43,856.71
5520 Unemployment (TWC)	3,575.40
Total Personnel	174,635.43
Police Department	
5602 Auto Gas & Oil	1,434.05
5606 Auto Maintenance & Repair	1,653.10
5610 Books & Subscriptions	29.99
5612 Computer Hardware/Software	685.92
5626 Office Supplies/Equipment	189.82
5630 Personnel Equipment	620.35
5640 Training & Education	867.00
Total Police Department	5,480.23
Public Works Department	
5706 Animal Control Supplies	379.32
5708 Animal Control Vet Fees	322.19
5710 Auto Gas & Oil	655.15
5714 Auto Maintenance/Repair	556.47
5716 Beautification	255.00
5722 Equipment	599.99
5724 Equipment Maintenance	871.34
5728 Equipment Supplies	254.15
5732 Office Supplies/Equipment	19.90
5734 Radios	408.47
5742 Uniforms	493.00
5748 Landscaping Services	11,394.73
Total Public Works Department	16,209.71
Services	
5802 Appraisal District	3,091.60
5804 Attorney Fees	4,662.24
5814 Engineering	4,808.46
5822 Legal Notices/Advertising	14.95
5826 Municipal Judge	1,020.00
5828 Printing	444.39
Total Services	14,041.64
Special Events	

Town of Hickory Creek  
**Profit & Loss**  
June 2020

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	<u>Jun 20</u>
6004 Fourth of July Celebration	609.99
Total Special Events	609.99
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	8,843.02
5904 Electric	1,874.63
5906 Gas	9.79
5908 Street Lighting	3,100.57
5910 Telephone	1,468.04
5912 Water	874.98
Total Utilities & Maintenance	16,171.03
Total Expense	427,966.70
Net Ordinary Income	-111,507.20
Net Income	<u><u>-111,507.20</u></u>

Town of Hickory Creek  
**Budget vs. Actual Year to Date 74.97%**  
 October 2019 through June 2020

	Oct '19 - Jun 20	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	1,200,279.77	1,217,088.00	98.6%
4004 M&O Penalties & Interest	3,548.82	2,000.00	177.4%
4006 Delinquent M&O	5,600.13	5,000.00	112.0%
4008 I&S Debt Service	796,657.63	807,829.00	98.6%
4010 I&S Penalties & Interest	2,359.68	1,500.00	157.3%
4012 Delinquent I&S	4,294.09	4,000.00	107.4%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,012,740.12</b>	<b>2,037,417.00</b>	<b>98.8%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	544,067.41	502,000.00	108.4%
4104 Certificate of Occupancy	400.00	300.00	133.3%
4106 Contractor Registration	4,550.00	4,000.00	113.8%
4108 Preliminary/Final Plat	5,262.25	7,500.00	70.2%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	9,200.00	10,000.00	92.0%
4122 Septic Permits	0.00	0.00	0.0%
4124 Sign Permits	1,660.00	2,000.00	83.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	750.00	500.00	150.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	1,150.00	1,200.00	95.8%
<b>Total Building Department Revenue</b>	<b>567,289.66</b>	<b>527,775.00</b>	<b>107.5%</b>
<b>Franchise Fee Revenue</b>			
4202 Atmos Energy	40,003.43	40,003.00	100.0%
4204 Charter Communications	29,723.26	42,500.00	69.9%
4206 CenturyLink	1,512.13	2,000.00	75.6%
4208 CoServ	3,804.52	4,200.00	90.6%
4210 Oncor Electric	137,818.62	137,825.00	100.0%
4212 Republic Services	31,813.66	44,000.00	72.3%
<b>Total Franchise Fee Revenue</b>	<b>244,675.62</b>	<b>270,528.00</b>	<b>90.4%</b>
<b>Interest Revenue</b>			
4302 Animal Shelter Interest	113.22	100.00	113.2%
4308 Drug Forfeiture Interest	0.72	1.00	72.0%
4310 Drug Seizure Interest	0.52	1.00	52.0%
4314 Logic Investment Interest	48,969.86	40,000.00	122.4%
4320 Logic Street/Road Improv.	1,792.40	2,500.00	71.7%
4322 Logic Turbeville Road	2,348.69	2,000.00	117.4%
4326 PD State Training Interest	1.93	2.00	96.5%
4328 Logic Harbor/Sycamore Bend	36.46	50.00	72.9%
<b>Total Interest Revenue</b>	<b>53,263.80</b>	<b>44,654.00</b>	<b>119.3%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	10,711.04	34,000.00	31.5%
<b>Total Interlocal Revenue</b>	<b>10,711.04</b>	<b>34,000.00</b>	<b>31.5%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	7,540.00	9,500.00	79.4%
4506 Animal Shelter Donations	585.80	1,000.00	58.6%
4508 Annual Park Passes	21,585.77	20,000.00	107.9%
4510 Arrowhead Park Fees	26,637.00	18,000.00	148.0%
4512 Beer & Wine Permit	0.00	150.00	0.0%
4516 Corp Parks Fund Reserve	0.00	184,000.00	0.0%

Town of Hickory Creek  
**Budget vs. Actual Year to Date 74.97%**  
 October 2019 through June 2020

	Oct '19 - Jun 20	Budget	% of Budget
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	512,967.00	0.0%
4526 Mineral Rights	0.00	0.00	0.0%
4528 NSF Fees	0.00	25.00	0.0%
4530 Other Receivables	52,915.82	45,000.00	117.6%
4534 PD State Training	1,296.51	1,297.00	100.0%
4536 Point Vista Park Fees	7,971.00	5,000.00	159.4%
4546 Street Bond Proceeds	0.00	0.00	0.0%
4550 Sycamore Bend Fees	18,246.00	15,000.00	121.6%
4554 Building Security Fund Res	0.00	30,000.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>136,777.90</b>	<b>887,717.00</b>	<b>15.4%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	9,364.87	9,270.00	101.0%
4604 Citations	331,846.06	450,000.00	73.7%
4606 Court Technology Fund	9,938.29	12,115.00	82.0%
4608 Jury Fund	97.42	75.00	129.9%
4610 Truancy Fund	4,871.00	3,000.00	162.4%
4612 State Court Costs	186,533.07	208,000.00	89.7%
4614 Child Safety Fee	645.76	1,000.00	64.6%
<b>Total Municipal Court Revenue</b>	<b>543,296.47</b>	<b>683,460.00</b>	<b>79.5%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	1,014,435.39	1,237,500.00	82.0%
4706 Sales Tax 4B Corporation	338,145.14	412,500.00	82.0%
4708 Sales Tax Mixed Beverage	5,771.62	7,000.00	82.5%
<b>Total Sales Tax Revenue</b>	<b>1,358,352.15</b>	<b>1,657,000.00</b>	<b>82.0%</b>
<b>Total Income</b>	<b>4,927,106.76</b>	<b>6,142,551.00</b>	<b>80.2%</b>
<b>Gross Profit</b>	<b>4,927,106.76</b>	<b>6,142,551.00</b>	<b>80.2%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	8,040.49	25,000.00	32.2%
5012 Streets & Road Improvement	375,208.04	450,000.00	83.4%
5022 Parks and Rec Improvements	38,145.00	125,000.00	30.5%
5024 Public Safety Improvements	299,183.40	200,000.00	149.6%
5026 Fleet Purchase/Replacement	5,092.15	5,100.00	99.8%
5028 Turbeville/Point Vista	-325,622.34	0.00	100.0%
<b>Total Capital Outlay</b>	<b>399,846.74</b>	<b>805,100.00</b>	<b>49.7%</b>
<b>Debt Service</b>			
5106 2012 Refunding Bond Series	8,681.19	267,408.00	3.2%
5110 2015 Refunding Bond Series	57,700.00	310,400.00	18.6%
5112 2015 C.O. Series	60,400.00	275,800.00	21.9%
<b>Total Debt Service</b>	<b>126,781.19</b>	<b>853,608.00</b>	<b>14.9%</b>
<b>General Government</b>			
5202 Bank Service Charges	36.00	50.00	72.0%
5204 Books & Subscriptions	221.25	400.00	55.3%
5206 Computer Hardware/Software	10,527.07	18,000.00	58.5%
5208 Copier Rental	2,075.68	3,500.00	59.3%

Town of Hickory Creek  
**Budget vs. Actual Year to Date 74.97%**  
 October 2019 through June 2020

	Oct '19 - Jun 20	Budget	% of Budget
5210 Dues & Memberships	1,740.91	2,500.00	69.6%
5212 EDC Tax Payment	338,145.14	412,500.00	82.0%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	4,859.26	6,500.00	74.8%
5218 General Communications	11,717.90	18,000.00	65.1%
5222 Office Supplies & Equip.	1,881.35	2,500.00	75.3%
5224 Postage	3,631.67	4,000.00	90.8%
5226 Community Cause	1,315.52	4,000.00	32.9%
5228 Town Council/Board Expense	4,240.29	5,500.00	77.1%
5230 Training & Education	353.00	1,500.00	23.5%
5232 Travel Expense	920.89	1,000.00	92.1%
5234 Staff Uniforms	1,278.12	1,300.00	98.3%
<b>Total General Government</b>	<b>382,944.05</b>	<b>481,250.00</b>	<b>79.6%</b>
<b>Municipal Court</b>			
5302 Books & Subscriptions	73.75	75.00	98.3%
5304 Building Security	5,932.01	39,270.00	15.1%
5312 Court Technology	10,578.03	12,115.00	87.3%
5314 Dues & Memberships	55.00	200.00	27.5%
5318 Merchant Fees/Credit Cards	-1,759.74	0.00	100.0%
5322 Office Supplies/Equipment	979.10	1,200.00	81.6%
5324 State Court Costs	232,578.70	242,150.00	96.0%
5326 Training & Education	200.00	500.00	40.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-6,145.96	0.00	100.0%
<b>Total Municipal Court</b>	<b>242,490.89</b>	<b>296,010.00</b>	<b>81.9%</b>
<b>Parks and Recreation</b>			
5402 Events	79.42	2,000.00	4.0%
5408 Tanglewood Park	690.77	2,500.00	27.6%
5412 KHCB	175.00	1,000.00	17.5%
5414 Tree City USA	1,019.80	1,500.00	68.0%
5416 Town Hall Park	0.00	2,500.00	0.0%
<b>Total Parks and Recreation</b>	<b>1,964.99</b>	<b>9,500.00</b>	<b>20.7%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	6,833.04	60,000.00	11.4%
5434 Harbor Grove	823.17	69,000.00	1.2%
5436 Point Vista	3,974.89	11,000.00	36.1%
5438 Sycamore Bend	10,092.57	102,000.00	9.9%
<b>Total Parks Corps of Engineer</b>	<b>21,723.67</b>	<b>242,000.00</b>	<b>9.0%</b>
<b>Personnel</b>			
5502 Administration Wages	231,185.41	299,100.00	77.3%
5504 Municipal Court Wages	85,162.97	116,800.00	72.9%
5506 Police Wages	554,481.19	759,650.00	73.0%
5507 Police Overtime Wages	8,248.61	8,000.00	103.1%
5508 Public Works Wages	145,114.38	195,950.00	74.1%
5509 Public Works Overtime Wage	924.41	1,600.00	57.8%
5510 Health Insurance	154,962.03	206,700.00	75.0%
5512 Longevity	10,681.00	10,681.00	100.0%
5514 Payroll Expense	17,916.91	18,000.00	99.5%
5516 Employment Exams	1,355.00	2,500.00	54.2%
5518 Retirement (TMRS)	123,629.33	168,000.00	73.6%
5520 Unemployment (TWC)	3,608.61	750.00	481.1%
5522 Workman's Compensation	25,360.30	25,361.00	100.0%



Town of Hickory Creek  
**Budget vs. Actual Year to Date 74.97%**  
 October 2019 through June 2020

	Oct '19 - Jun 20	Budget	% of Budget
Total Personnel	1,362,630.15	1,813,092.00	75.2%
<b>Police Department</b>			
5602 Auto Gas & Oil	15,992.22	20,000.00	80.0%
5606 Auto Maintenance & Repair	29,185.91	30,000.00	97.3%
5610 Books & Subscriptions	503.64	500.00	100.7%
5612 Computer Hardware/Software	59,520.88	62,000.00	96.0%
5614 Crime Lab Analysis	1,319.72	2,000.00	66.0%
5616 Drug Forfeiture	1,530.90	1,531.00	100.0%
5618 Dues & Memberships	337.00	400.00	84.3%
5626 Office Supplies/Equipment	1,743.84	1,800.00	96.9%
5630 Personnel Equipment	32,315.46	35,000.00	92.3%
5634 Travel Expense	1,114.93	2,000.00	55.7%
5636 Uniforms	7,829.36	9,000.00	87.0%
5640 Training & Education	4,093.80	7,500.00	54.6%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	623.29	750.00	83.1%
5648 K9 Unit	672.79	2,500.00	26.9%
<b>Total Police Department</b>	<b>156,783.74</b>	<b>175,481.00</b>	<b>89.3%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	0.00	600.00	0.0%
5706 Animal Control Supplies	967.51	1,000.00	96.8%
5708 Animal Control Vet Fees	6,174.30	7,500.00	82.3%
5710 Auto Gas & Oil	8,897.56	9,500.00	93.7%
5714 Auto Maintenance/Repair	8,944.55	10,000.00	89.4%
5716 Beautification	538.55	10,000.00	5.4%
5718 Computer Hardware/Software	845.00	1,000.00	84.5%
5720 Dues & Memberships	288.00	350.00	82.3%
5722 Equipment	44,549.41	45,000.00	99.0%
5724 Equipment Maintenance	5,183.96	6,000.00	86.4%
5726 Equipment Rental	3,551.44	4,500.00	78.9%
5728 Equipment Supplies	5,412.05	6,500.00	83.3%
5732 Office Supplies/Equipment	639.34	500.00	127.9%
5734 Radios	3,399.68	3,200.00	106.2%
5738 Training	0.00	800.00	0.0%
5740 Travel Expense	536.62	1,000.00	53.7%
5742 Uniforms	2,024.64	2,600.00	77.9%
5748 Landscaping Services	39,339.09	140,000.00	28.1%
<b>Total Public Works Department</b>	<b>131,291.70</b>	<b>251,050.00</b>	<b>52.3%</b>
<b>Services</b>			
5802 Appraisal District	9,274.80	12,400.00	74.8%
5804 Attorney Fees	27,302.05	60,000.00	45.5%
5806 Audit	13,500.00	13,500.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	802.99	1,000.00	80.3%
5814 Engineering	37,865.46	50,000.00	75.7%
5816 General Insurance	34,680.24	34,681.00	100.0%
5818 Inspections	85,329.00	100,000.00	85.3%
5820 Fire Service	460,224.75	615,000.00	74.8%
5822 Legal Notices/Advertising	1,293.55	2,500.00	51.7%
5824 Library Services	252.25	500.00	50.5%
5826 Municipal Judge	9,180.00	12,700.00	72.3%
5828 Printing	925.28	1,500.00	61.7%
5830 Tax Collection	2,471.00	3,000.00	82.4%
5832 Computer Technical Support	36,750.00	36,750.00	100.0%

Town of Hickory Creek  
**Budget vs. Actual Year to Date 74.97%**  
 October 2019 through June 2020

	Oct '19 - Jun 20	Budget	% of Budget
5838 DCCAC	-1,597.07	2,792.00	-57.2%
5840 Denton County Dispatch	0.00	29,387.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	100.00	0.0%
5848 DCFOF	0.00	200.00	0.0%
<b>Total Services</b>	<b>718,254.30</b>	<b>978,210.00</b>	<b>73.4%</b>
<b>Special Events</b>			
6004 Fourth of July Celebration	609.99	7,000.00	8.7%
6008 Tree Lighting	5,221.39	5,250.00	99.5%
<b>Total Special Events</b>	<b>5,831.38</b>	<b>12,250.00</b>	<b>47.6%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	57,783.13	130,000.00	44.4%
5904 Electric	15,768.97	25,000.00	63.1%
5906 Gas	1,133.44	2,000.00	56.7%
5908 Street Lighting	27,911.46	30,000.00	93.0%
5910 Telephone	27,462.53	28,000.00	98.1%
5912 Water	8,567.95	10,000.00	85.7%
<b>Total Utilities &amp; Maintenance</b>	<b>138,627.48</b>	<b>225,000.00</b>	<b>61.6%</b>
<b>Total Expense</b>	<b>3,689,170.28</b>	<b>6,142,551.00</b>	<b>60.1%</b>
<b>Net Ordinary Income</b>	<b>1,237,936.48</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>1,237,936.48</b>	<b>0.00</b>	<b>100.0%</b>

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

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5024 Public Safety Improvements</b>				
Check	06/10/2020	3994	L.C.M.U.A.	8,212.32
Check	06/10/2020	3992	City of Corinth	153,408.25
Total 5024 Public Safety Improvements				161,620.57
Total Capital Outlay				161,620.57
<b>General Government</b>				
<b>5212 EDC Tax Payment</b>				
Check	06/15/2020	3995	Hickory Creek Economic Development	35,507.51
Total 5212 EDC Tax Payment				35,507.51
Total General Government				35,507.51
<b>Municipal Court</b>				
<b>5332 Warrants Collected</b>				
Bill	06/10/2020	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	3,177.38
Total 5332 Warrants Collected				3,177.38
Total Municipal Court				3,177.38
<b>Parks Corps of Engineer</b>				
<b>5438 Sycamore Bend</b>				
Bill	06/18/2020	Invoi...	Half Associates, Inc.	1,564.06
Total 5438 Sycamore Bend				1,564.06
Total Parks Corps of Engineer				1,564.06
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	06/29/2020	Debit	WEX INC      DESFLEET DEBI	1,434.05
Total 5602 Auto Gas & Oil				1,434.05
Total Police Department				1,434.05
<b>Public Works Department</b>				
<b>5748 Landscaping Services</b>				
Bill	06/10/2020	Invoi...	D & D Commercial Landscape Management	11,394.73
Total 5748 Landscaping Services				11,394.73
Total Public Works Department				11,394.73
<b>Services</b>				
<b>5802 Appraisal District</b>				
Bill	06/10/2020	Invoi...	DCAD	3,091.60
Total 5802 Appraisal District				3,091.60
<b>5804 Attorney Fees</b>				

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

Type	Date	Num	Name	Amount
Bill	06/10/2020	Acct...	Hayes, Berry, White & Vanzant	3,850.00
	Total 5804 Attorney Fees			3,850.00
	<b>5814 Engineering</b>			
Bill	06/18/2020	Invoi...	Halff Associates, Inc.	1,596.47
Bill	06/18/2020	Invoi...	Halff Associates, Inc.	2,500.00
	Total 5814 Engineering			4,096.47
	<b>5826 Municipal Judge</b>			
Check	06/01/2020	Debit	Alfons Kyle Knapp	1,020.00
	Total 5826 Municipal Judge			1,020.00
	Total Services			12,058.07
	<b>Utilities &amp; Maintenance</b>			
	<b>5902 Bldg Maintenance/Supplies</b>			
Check	06/25/2020	3996	Design Floors	7,450.00
	Total 5902 Bldg Maintenance/Supplies			7,450.00
	<b>5904 Electric</b>			
Check	06/16/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	1,874.63
	Total 5904 Electric			1,874.63
	<b>5908 Street Lighting</b>			
Check	06/16/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,943.36
	Total 5908 Street Lighting			2,943.36
	Total Utilities & Maintenance			12,267.99
	Total Expense			239,024.36
	Net Ordinary Income			-239,024.36
	<b>Net Income</b>			<b>-239,024.36</b>



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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276007

**ACCOUNT NAME:** ANIMAL SHELTER FACILITY

**STATEMENT PERIOD:** 06/01/2020 - 06/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.6260%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 6/30/20 WAS 1.000567.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,558.65
06/30/2020	MONTHLY POSTING	9999888	4.92	9,563.57
	ENDING BALANCE			9,563.57

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	9,558.65
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	4.92
ENDING BALANCE	9,563.57
AVERAGE BALANCE	9,558.65

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	59.18

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





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

### MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 06/01/2020 - 06/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.6260%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 6/30/20 WAS 1.000567.

#### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,332.74
06/30/2020	MONTHLY POSTING	9999888	1.71	3,334.45
	ENDING BALANCE			3,334.45

#### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,332.74
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	1.71
ENDING BALANCE	3,334.45
AVERAGE BALANCE	3,332.74

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	20.60





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276001

**ACCOUNT NAME:** INVESTMENT FUND

**STATEMENT PERIOD:** 06/01/2020 - 06/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.6260%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 6/30/20 WAS 1.000567.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			5,137,490.02
06/09/2020	WIRE WITHDRAWAL	6118022	150,000.00 -	4,987,490.02
06/30/2020	MONTHLY POSTING	9999888	2,588.24	4,990,078.26
	ENDING BALANCE			4,990,078.26

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	5,137,490.02
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	150,000.00
TOTAL INTEREST	2,588.24
ENDING BALANCE	4,990,078.26
AVERAGE BALANCE	5,027,490.02

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,200,000.00	775,388.77	31,705.97

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





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276005

**ACCOUNT NAME:** RESIDENTIAL STREET & RD IMPROV

**STATEMENT PERIOD:** 06/01/2020 - 06/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.6260%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 6/30/20 WAS 1.000567.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			163,640.51
06/30/2020	MONTHLY POSTING	9999888	84.20	163,724.71
	ENDING BALANCE			163,724.71

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	163,640.51
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	84.20
ENDING BALANCE	163,724.71
AVERAGE BALANCE	163,640.51

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	0.00	1,012.90

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







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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276002

**ACCOUNT NAME:** TURBEVILLE RD IMPROVEMENT FUND

**STATEMENT PERIOD:** 06/01/2020 - 06/30/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.6260%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 6/30/20 WAS 1.000567.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			214,426.10
06/30/2020	MONTHLY POSTING	9999888	110.33	214,536.43
	ENDING BALANCE			214,536.43

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	214,426.10
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	110.33
ENDING BALANCE	214,536.43
AVERAGE BALANCE	214,426.10

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,327.28



**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2020-07-\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS  
ELECTING FOR THE TOWN TO MAKE CURRENT SERVICE AND  
PRIOR SERVICE CONTRIBUTIONS TO THE TOWN'S ACCOUNT IN  
THE BENEFIT ACCUMULATION FUND OF THE TEXAS MUNICIPAL  
RETIREMENT SYSTEM AT THE ACTUARIALLY DETERMINED RATE  
OF TOTAL EMPLOYEE COMPENSATION.**

**WHEREAS**, the Town of Hickory Creek (the "Town"), is a participating municipality in the Texas Municipal Retirement System (the "System"), and has undertaken to provide certain retirement, death and disability benefits to its employees pursuant to Subtitle G, Title 8, Government Code, (hereinafter, the "TMRS Act"); and

**WHEREAS**, the Town Council desires to authorize funding of such benefits as herein provided; now therefore,

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

**Section 1.** Pursuant to Section 855.407(g) of the TMRS Act, the Town hereby elects to make future normal and prior service contributions to its account in the benefit accumulation fund of the System at such combined rate of the total compensation paid by the Town to employees who are members of the System, as the System's actuary shall annually determine as the rate necessary to fund, within the amortization period determined as applicable to the Town under the TMRS Act, the costs of all benefits which are or may become chargeable to or are to be paid out of the Town's account in said accumulation fund, regardless of other provisions of the TMRS Act limiting the combined rate of town contributions.

**Section 2.** The provisions of the ordinance shall become effective on the first day of January, 2021.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this 27<sup>th</sup> day of July, 2020.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



July 8, 2020

Ms. Kristi Rogers  
Administrative Assistant  
Town of Hickory Creek  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065

Ms. Rogers,

The TMRS Act provides a limit to the maximum rate that a city can be required to contribute for the retirement portion of its plan (the cost of Supplemental Death Benefits is excluded from this limit) based on the combination of the employee deposit rate and the matching ratio. This maximum contribution rate limit, also known as the statutory maximum, or "stat max," is not a limit of the cost of a plan, but rather is simply a limit on the maximum a city could be required to contribute for the plan. If the TMRS minimum required retirement contribution rate exceeds this limit, unless the city takes additional action as permitted under the TMRS Act, it will not be meeting the minimum contribution requirements for its TMRS plan.

Your city's 2021 minimum retirement contribution rate has exceeded the maximum contribution rate limit (13.50% for your city). Enclosed is a model ordinance to remove this maximum contribution rate limit.

By adopting this ordinance, your city is agreeing to fully fund the costs of the pension benefits included in the city's plan.

This ordinance will allow your city to impose its own "limit" on the contribution rate by using its discretion in determining which potential plan improvements to adopt, or not adopt, based on the calculated contribution rate. The TMRS actuary will perform a valuation of the City's plan of benefits each year and forward this rate to your city.

With the removal of the maximum contribution rate limit your city's full contribution rate for 2021 will be **13.79%**.

We would appreciate receiving a copy of this ordinance as soon as possible after adoption. Please fax a copy of the executed ordinance to 512-476-2903.

If you have any questions or need additional assistance, please do not hesitate to contact me at 1-800-924-8677.

Sincerely,

A handwritten signature in blue ink that reads "Eric W. Davis".

Eric W. Davis  
Deputy Executive Director

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2020-0727-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK,  
TEXAS APPROVING THE 2020 ANNUAL UPDATE TO THE SERVICE AND  
ASSESSMENT PLAN AND ASSESSMENT ROLL FOR HICKORY CREEK PUBLIC  
IMPROVEMENT DISTRICT NO. 1 INCLUDING THE COLLECTION OF THE 2020  
ANNUAL INSTALLMENTS**

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

WHEREAS, August 12 2017, the Town Council approved and accepted the Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

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

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2020 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

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

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

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Public Improvement District No. 1 2020 Annual Service Plan Update attached hereto as *Exhibit A*.

Section 3. Approval of Update. The 2020 Annual Service Plan Update for the PID for 2020 is hereby approved and accepted by the Town Council.

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

Section 5. Effective Date. This resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

**PASSED, APPROVED AND EFFECTIVE this 27<sup>th</sup> day of July, 2020.**

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**EXHIBIT A**

**Service and Assessment Plan**



HICKORY CREEK  
PUBLIC IMPROVEMENT DISTRICT NO. 1  
2020 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE

JULY 27, 2020

## **INTRODUCTION**

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

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

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

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

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

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

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

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

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

Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the annual Service and Assessment Plan Update for 2020. This Service and Assessment Plan Update also updates the Assessment Roll for 2020.



## LISTED EVENTS

There have been listed events in PID 1.

- \$50,000 partial sinking fund redemption on July 15, 2020.

## PARCEL SUBDIVISION

The following plats have been recorded within PID 1:

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

## LOT AND HOME SALES

PID 1 Property consists of 151 Lots, of which 151 have completed homes. All homes have been sold to end-users.

See **Exhibit B** for the Homebuyer Disclosure.

## OUTSTANDING ASSESSMENT

PID 1 has an outstanding Assessment of \$3,838,476.82.<sup>1</sup>

## ANNUAL INSTALLMENT DUE 1/31/2020

- **Principal and Interest** – The total principal and interest required for the Annual Installment due is \$236,000.00.
- **Administrative Expenses** – The cost of administering PID 1 and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$17,442.40.

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<sup>1</sup> Net of \$85,000 principal payment due September 1, 2020 which will be paid using Annual Installments collected on January 31, 2020, and after July 15, 2020 call of \$50,000 of PID Bonds.

Due January 31, 2021	
Principal	\$ 90,000.00
Interest	146,000.00
Administrative Expenses	17,442.40
<b>Total Installment</b>	<b>\$ 253,442.40</b>

See **Exhibit C** for the debt service schedule for the PID 1 Bonds provided by Hilltop Securities after the redemption of \$50,000.00 in principal amount of the PID Bonds.

## PREPAYMENT OF ASSESSMENTS IN FULL

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

Property ID	Lot Type	Date Prepaid in Full
564980	Residential	8/29/2019
654152	Residential	11/25/2019

\*The lien release for Property ID 654152 has not yet been recorded.

See **Exhibit D** for a form of Notice of PID Assessment Termination.

## PARTIAL PREPAYMENTS OF ASSESSMENTS

No partial prepayments have occurred in PID 1.

## BOND FUND

P3Works has reviewed the following bond accounts related to the PID 1 Bonds of the Hickory Creek PID No. 1 as of March 31, 2020 and each account contains the amount shown below.

Account:	3/31/2020 Balance
<b>Bond Pledged Revenue Fund</b>	
Bond Pledged Revenue Account	\$192,378.63
<b>Bond Fund</b>	
Principal and Interest Account	\$12.21
<b>Reserve Fund</b>	
Reserve Account	\$120,367.63
Delinquency and Prepayment Reserve Account	\$129,729.71
<b>Redemption Fund</b>	\$25,040.49
<b>Rebate Fund</b>	\$0.00
<b>Administrative Fund</b>	\$14,211.25

## AUTHORIZED IMPROVEMENTS

The Authorized Improvements are fully constructed and were dedicated to the Town and paid for in full. The Authorized Improvement Costs have been reimbursed to the Developer solely from PID 1 Bonds.

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

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

		Hickory Creek PID No. 1				
Annual Installments Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal		\$ 90,000.00	\$ 90,000.00	\$ 95,000.00	\$ 95,000.00	\$ 100,000.00
Interest		\$ 146,000.00	\$ 143,300.00	\$ 140,600.00	\$ 137,750.00	\$ 134,900.00
	(1)	\$ 236,000.00	\$ 233,300.00	\$ 235,600.00	\$ 232,750.00	\$ 234,900.00
Administrative Expenses	(2)	\$ 17,442.40	\$ 17,791.25	\$ 18,147.07	\$ 18,510.01	\$ 18,880.21
<b>Total Annual Installment</b>	<b>(3) = (1) + (2)</b>	<b>\$253,442.40</b>	<b>\$251,091.25</b>	<b>\$253,747.07</b>	<b>\$ 251,260.01</b>	<b>\$ 253,780.21</b>

## EMINENT DOMAIN PREPAYMENT

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **“Taking”**), the portion of the Assessed Property that was taken or transferred (the **“Taken Property”**) shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the **“Remaining Property”**) following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below.

Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection, if the owner notifies the Town and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

## **ASSESSMENT ROLL**

The list of current Lots within PID 1, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the 2020 Annual Installments which will be delinquent if not paid by January 31, 2021. Due to prepayments, the Annual Installment billed will not match the Annual Installment due until bonds are redeemed.

## EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot Type	Outstanding Assessment	Installment Due 1/31/2021
564966	Residential Lot	\$ 25,761.59	\$ 1,700.33
564967	Residential Lot	\$ 25,761.59	\$ 1,700.33
564968	Residential Lot	\$ 25,761.59	\$ 1,700.33
564969	Residential Lot	\$ 25,761.59	\$ 1,700.33
564970	Residential Lot	\$ 25,761.59	\$ 1,700.33
564971	Residential Lot	\$ 25,761.59	\$ 1,700.33
564972	Residential Lot	\$ 25,761.59	\$ 1,700.33
564973	Residential Lot	\$ 25,761.59	\$ 1,700.33
564974	Residential Lot	\$ 25,761.59	\$ 1,700.33
564975	Residential Lot	\$ 25,761.59	\$ 1,700.33
564976	Residential Lot	\$ 25,761.59	\$ 1,700.33
564977	Residential Lot	\$ 25,761.59	\$ 1,700.33
564978	Residential Lot	\$ 25,761.59	\$ 1,700.33
564979	Residential Lot	\$ 25,761.59	\$ 1,700.33
564980	Residential Lot - Prepaid in Full	\$ -	\$ -
564981	Residential Lot	\$ 25,761.59	\$ 1,700.33
564982	Residential Lot	\$ 25,761.59	\$ 1,700.33
564983	Residential Lot	\$ 25,761.59	\$ 1,700.33
564984	Residential Lot	\$ 25,761.59	\$ 1,700.33
564985	Residential Lot	\$ 25,761.59	\$ 1,700.33
564986	Residential Lot	\$ 25,761.59	\$ 1,700.33
564987	Residential Lot	\$ 25,761.59	\$ 1,700.33
564988	Residential Lot	\$ 25,761.59	\$ 1,700.33
564989	Residential Lot	\$ 25,761.59	\$ 1,700.33
564990	Residential Lot	\$ 25,761.59	\$ 1,700.33
564991	Residential Lot	\$ 25,761.59	\$ 1,700.33
564992	Residential Lot	\$ 25,761.59	\$ 1,700.33
564993	Non-Benefitted Property	\$ -	\$ -
564994	Non-Benefitted Property	\$ -	\$ -
564995	Residential Lot	\$ 25,761.59	\$ 1,700.33
564996	Residential Lot	\$ 25,761.59	\$ 1,700.33
564997	Non-Benefitted Property	\$ -	\$ -
564999	Residential Lot	\$ 25,761.59	\$ 1,700.33
565000	Residential Lot	\$ 25,761.59	\$ 1,700.33
565001	Residential Lot	\$ 25,761.59	\$ 1,700.33
565002	Residential Lot	\$ 25,761.59	\$ 1,700.33
565003	Residential Lot	\$ 25,761.59	\$ 1,700.33
565004	Residential Lot	\$ 25,761.59	\$ 1,700.33
565005	Residential Lot	\$ 25,761.59	\$ 1,700.33
565006	Residential Lot	\$ 25,761.59	\$ 1,700.33

Property ID	Lot Type	Outstanding Assessment	Installment Due 1/31/2021
565007	Non-Benefitted Property	\$ -	\$ -
565008	Residential Lot	\$ 25,761.59	\$ 1,700.33
565009	Residential Lot	\$ 25,761.59	\$ 1,700.33
565010	Residential Lot	\$ 25,761.59	\$ 1,700.33
565011	Residential Lot	\$ 25,761.59	\$ 1,700.33
565012	Residential Lot	\$ 25,761.59	\$ 1,700.33
565013	Residential Lot	\$ 25,761.59	\$ 1,700.33
565014	Residential Lot	\$ 25,761.59	\$ 1,700.33
565015	Residential Lot	\$ 25,761.59	\$ 1,700.33
565016	Residential Lot	\$ 25,761.59	\$ 1,700.33
565017	Residential Lot	\$ 25,761.59	\$ 1,700.33
565018	Residential Lot	\$ 25,761.59	\$ 1,700.33
565019	Residential Lot	\$ 25,761.59	\$ 1,700.33
565020	Residential Lot	\$ 25,761.59	\$ 1,700.33
565021	Residential Lot	\$ 25,761.59	\$ 1,700.33
565022	Residential Lot	\$ 25,761.59	\$ 1,700.33
565023	Residential Lot	\$ 25,761.59	\$ 1,700.33
565024	Residential Lot	\$ 25,761.59	\$ 1,700.33
565025	Residential Lot	\$ 25,761.59	\$ 1,700.33
565026	Residential Lot	\$ 25,761.59	\$ 1,700.33
565027	Residential Lot	\$ 25,761.59	\$ 1,700.33
565028	Residential Lot	\$ 25,761.59	\$ 1,700.33
565029	Residential Lot	\$ 25,761.59	\$ 1,700.33
565030	Residential Lot	\$ 25,761.59	\$ 1,700.33
565031	Residential Lot	\$ 25,761.59	\$ 1,700.33
565032	Residential Lot	\$ 25,761.59	\$ 1,700.33
565033	Residential Lot	\$ 25,761.59	\$ 1,700.33
565034	Residential Lot	\$ 25,761.59	\$ 1,700.33
565035	Residential Lot	\$ 25,761.59	\$ 1,700.33
565036	Residential Lot	\$ 25,761.59	\$ 1,700.33
565037	Residential Lot	\$ 25,761.59	\$ 1,700.33
565038	Residential Lot	\$ 25,761.59	\$ 1,700.33
565039	Residential Lot	\$ 25,761.59	\$ 1,700.33
565040	Residential Lot	\$ 25,761.59	\$ 1,700.33
565041	Residential Lot	\$ 25,761.59	\$ 1,700.33
565042	Residential Lot	\$ 25,761.59	\$ 1,700.33
565043	Residential Lot	\$ 25,761.59	\$ 1,700.33
565044	Non-Benefitted Property	\$ -	\$ -
565045	Non-Benefitted Property	\$ -	\$ -
565046	Non-Benefitted Property	\$ -	\$ -

Property ID	Lot Type	Outstanding Assessment	Installment Due 1/31/2021
565047	Residential Lot	\$ 25,761.59	\$ 1,700.33
565048	Residential Lot	\$ 25,761.59	\$ 1,700.33
565049	Residential Lot	\$ 25,761.59	\$ 1,700.33
565050	Residential Lot	\$ 25,761.59	\$ 1,700.33
565051	Residential Lot	\$ 25,761.59	\$ 1,700.33
565052	Residential Lot	\$ 25,761.59	\$ 1,700.33
565053	Residential Lot	\$ 25,761.59	\$ 1,700.33
565054	Residential Lot	\$ 25,761.59	\$ 1,700.33
565055	Residential Lot	\$ 25,761.59	\$ 1,700.33
565056	Residential Lot	\$ 25,761.59	\$ 1,700.33
565057	Residential Lot	\$ 25,761.59	\$ 1,700.33
565058	Residential Lot	\$ 25,761.59	\$ 1,700.33
565059	Residential Lot	\$ 25,761.59	\$ 1,700.33
565060	Residential Lot	\$ 25,761.59	\$ 1,700.33
565061	Residential Lot	\$ 25,761.59	\$ 1,700.33
565062	Residential Lot	\$ 25,761.59	\$ 1,700.33
565063	Non-Benefitted Property	\$ -	\$ -
654134	Residential Lot	\$ 25,761.59	\$ 1,700.33
654135	Residential Lot	\$ 25,761.59	\$ 1,700.33
654136	Residential Lot	\$ 25,761.59	\$ 1,700.33
654137	Residential Lot	\$ 25,761.59	\$ 1,700.33
654138	Residential Lot	\$ 25,761.59	\$ 1,700.33
654139	Residential Lot	\$ 25,761.59	\$ 1,700.33
654140	Residential Lot	\$ 25,761.59	\$ 1,700.33
654141	Residential Lot	\$ 25,761.59	\$ 1,700.33
654142	Residential Lot	\$ 25,761.59	\$ 1,700.33
654143	Residential Lot	\$ 25,761.59	\$ 1,700.33
654144	Residential Lot	\$ 25,761.59	\$ 1,700.33
654145	Residential Lot	\$ 25,761.59	\$ 1,700.33
654146	Residential Lot	\$ 25,761.59	\$ 1,700.33
654147	Residential Lot	\$ 25,761.59	\$ 1,700.33
654148	Residential Lot	\$ 25,761.59	\$ 1,700.33
654149	Residential Lot	\$ 25,761.59	\$ 1,700.33
654150	Residential Lot	\$ 25,761.59	\$ 1,700.33
654151	Residential Lot	\$ 25,761.59	\$ 1,700.33
654152	Residential Lot - Prepaid in Full	\$ -	\$ -
654153	Residential Lot	\$ 25,761.59	\$ 1,700.33
654154	Residential Lot	\$ 25,761.59	\$ 1,700.33
654155	Residential Lot	\$ 25,761.59	\$ 1,700.33
654156	Residential Lot	\$ 25,761.59	\$ 1,700.33

Property ID	Lot Type	Outstanding Assessment	Installment Due 1/31/2021
654157	Residential Lot	\$ 25,761.59	\$ 1,700.33
654158	Residential Lot	\$ 25,761.59	\$ 1,700.33
654159	Residential Lot	\$ 25,761.59	\$ 1,700.33
654160	Residential Lot	\$ 25,761.59	\$ 1,700.33
654161	Residential Lot	\$ 25,761.59	\$ 1,700.33
654162	Residential Lot	\$ 25,761.59	\$ 1,700.33
654163	Residential Lot	\$ 25,761.59	\$ 1,700.33
654164	Residential Lot	\$ 25,761.59	\$ 1,700.33
654165	Residential Lot	\$ 25,761.59	\$ 1,700.33
654166	Residential Lot	\$ 25,761.59	\$ 1,700.33
654167	Residential Lot	\$ 25,761.59	\$ 1,700.33
654168	Residential Lot	\$ 25,761.59	\$ 1,700.33
654169	Residential Lot	\$ 25,761.59	\$ 1,700.33
654170	Residential Lot	\$ 25,761.59	\$ 1,700.33
654171	Residential Lot	\$ 25,761.59	\$ 1,700.33
654172	Residential Lot	\$ 25,761.59	\$ 1,700.33
654173	Residential Lot	\$ 25,761.59	\$ 1,700.33
654174	Residential Lot	\$ 25,761.59	\$ 1,700.33
654175	Residential Lot	\$ 25,761.59	\$ 1,700.33
654176	Residential Lot	\$ 25,761.59	\$ 1,700.33
654177	Residential Lot	\$ 25,761.59	\$ 1,700.33
654178	Non-Benefitted Property	\$ -	\$ -
654179	Residential Lot	\$ 25,761.59	\$ 1,700.33
654180	Residential Lot	\$ 25,761.59	\$ 1,700.33
654181	Residential Lot	\$ 25,761.59	\$ 1,700.33
654182	Residential Lot	\$ 25,761.59	\$ 1,700.33
654183	Residential Lot	\$ 25,761.59	\$ 1,700.33
654184	Residential Lot	\$ 25,761.59	\$ 1,700.33
654185	Residential Lot	\$ 25,761.59	\$ 1,700.33
654186	Residential Lot	\$ 25,761.59	\$ 1,700.33
654187	Residential Lot	\$ 25,761.59	\$ 1,700.33
654188	Residential Lot	\$ 25,761.59	\$ 1,700.33
654189	Residential Lot	\$ 25,761.59	\$ 1,700.33
654190	Residential Lot	\$ 25,761.59	\$ 1,700.33
654191	Residential Lot	\$ 25,761.59	\$ 1,700.33
654192	Residential Lot	\$ 25,761.59	\$ 1,700.33
654193	Residential Lot	\$ 25,761.59	\$ 1,700.33
654194	Residential Lot	\$ 25,761.59	\$ 1,700.33
654195	Residential Lot	\$ 25,761.59	\$ 1,700.33
654196	Residential Lot	\$ 25,761.59	\$ 1,700.33
<b>Total</b>		<b>\$ 3,838,476.82</b>	<b>\$ 253,348.79</b>

<sup>1</sup> Net of \$85,000 principal payment due September 1, 2020 which will be paid using Annual Installments collected on January 31, 2020.



**EXHIBIT B - HOMEBUYER DISCLOSURE**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE TOWN OF HICKORY CREEK, TEXAS**

**CONCERNING THE PROPERTY AT:**

---

**STREET ADDRESS  
ASSESSMENT: \$25,761.59**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the Town of Hickory Creek, Texas, for the costs of a portion of public improvements (the “*Authorized Improvements*”) undertaken for the benefit of the property within “*Town of Hickory Creek, Texas Public Improvement District No. 1*” (the “*District*”) created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$25,761.59, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the Town Council in the Annual Service and Assessment Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Town Secretary of Hickory Creek.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

STATE OF TEXAS §

§

COUNTY OF DENTON §

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF DENTON §

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

\_\_\_\_\_  
Notary Public, State of Texas

**Hickory Creek PID No. 1 - Annual Installments Per Unit**

Installments Due	Principal	Interest	Administrative Expenses	Total Installment
1/31/2021	\$ 603.79	\$ 979.48	\$ 117.06	\$ 1,700.33
1/31/2022	\$ 603.79	\$ 961.36	\$ 119.40	\$ 1,684.56
1/31/2023	\$ 637.33	\$ 943.25	\$ 121.79	\$ 1,702.37
1/31/2024	\$ 637.33	\$ 924.13	\$ 124.23	\$ 1,685.69
1/31/2025	\$ 670.87	\$ 905.01	\$ 126.71	\$ 1,702.60
1/31/2026	\$ 670.87	\$ 881.53	\$ 129.25	\$ 1,681.65
1/31/2027	\$ 704.42	\$ 858.05	\$ 131.83	\$ 1,694.30
1/31/2028	\$ 737.96	\$ 833.39	\$ 134.47	\$ 1,705.83
1/31/2029	\$ 771.51	\$ 805.72	\$ 137.16	\$ 1,714.38
1/31/2030	\$ 805.05	\$ 776.79	\$ 139.90	\$ 1,721.74
1/31/2031	\$ 838.59	\$ 746.60	\$ 142.70	\$ 1,727.89
1/31/2032	\$ 838.59	\$ 715.15	\$ 145.55	\$ 1,699.30
1/31/2033	\$ 872.14	\$ 683.71	\$ 148.46	\$ 1,704.31
1/31/2034	\$ 905.68	\$ 649.91	\$ 151.43	\$ 1,707.02
1/31/2035	\$ 939.22	\$ 614.81	\$ 154.46	\$ 1,708.50
1/31/2036	\$ 1,006.31	\$ 578.42	\$ 157.55	\$ 1,742.28
1/31/2037	\$ 1,039.86	\$ 539.43	\$ 160.70	\$ 1,739.98
1/31/2038	\$ 1,073.40	\$ 499.13	\$ 163.92	\$ 1,736.45
1/31/2039	\$ 1,106.94	\$ 456.19	\$ 167.19	\$ 1,730.33
1/31/2040	\$ 1,140.49	\$ 411.92	\$ 170.54	\$ 1,722.94
1/31/2041	\$ 1,207.57	\$ 366.30	\$ 173.95	\$ 1,747.82
1/31/2042	\$ 1,241.12	\$ 317.99	\$ 177.43	\$ 1,736.54
1/31/2043	\$ 1,308.21	\$ 268.35	\$ 180.98	\$ 1,757.53
1/31/2044	\$ 1,341.75	\$ 216.02	\$ 184.60	\$ 1,742.37
1/31/2045	\$ 1,408.84	\$ 162.35	\$ 188.29	\$ 1,759.48
1/31/2046	\$ 1,475.92	\$ 106.00	\$ 192.05	\$ 1,773.98
1/31/2047	\$ 1,174.03	\$ 46.96	\$ 195.90	\$ 1,416.89
<b>Total</b>	<b>\$ 25,761.59</b>	<b>\$ 16,247.96</b>	<b>\$ 4,137.52</b>	<b>\$ 46,147.06</b>

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, Delinquency and Reserve Fund Requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT C – DEBT SERVICE SCHEDULE

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

#### Special Assessment Revenue Bonds, Series 2017

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

Due	Principal	Int.Rate	Interest	Total	FY Total
3/1/2020			\$ 75,275.00	\$ 75,275.00	
9/1/2020	\$ 85,000.00	3.000%	74,275.00	159,275.00	\$ 234,560.00
3/1/2021			73,000.00	73,000.00	
9/1/2021	90,000.00	3.000%	73,000.00	163,000.00	236,000.00
3/1/2022			71,650.00	71,650.00	
9/1/2022	90,000.00	3.000%	71,650.00	161,650.00	233,300.00
3/1/2023			70,300.00	70,300.00	
9/1/2023	95,000.00	3.000%	70,300.00	165,300.00	235,600.00
3/1/2024			68,875.00	68,875.00	
9/1/2024	95,000.00	3.000%	68,875.00	163,875.00	232,750.00
3/1/2025			67,450.00	67,450.00	
9/1/2025	100,000.00	3.500%	67,450.00	167,450.00	234,900.00
3/1/2026			65,700.00	65,700.00	
9/1/2026	100,000.00	3.500%	65,700.00	165,700.00	231,400.00
3/1/2027			63,950.00	63,950.00	
9/1/2027	105,000.00	3.500%	63,950.00	168,950.00	232,900.00
3/1/2028			62,112.50	62,112.50	
9/1/2028	110,000.00	3.750%	62,112.50	172,112.50	234,225.00
3/1/2029			60,050.00	60,050.00	
9/1/2029	115,000.00	3.750%	60,050.00	175,050.00	235,100.00
3/1/2030			57,893.75	57,893.75	
9/1/2030	120,000.00	3.750%	57,893.75	177,893.75	235,787.50
3/1/2031			55,643.75	55,643.75	
9/1/2031	125,000.00	3.750%	55,643.75	180,643.75	236,287.50
3/1/2032			53,300.00	53,300.00	
9/1/2032	125,000.00	3.750%	53,300.00	178,300.00	231,600.00
3/1/2033			50,956.25	50,956.25	
9/1/2033	130,000.00	3.875%	50,956.25	180,956.25	231,912.50
3/1/2034			48,437.50	48,437.50	
9/1/2034	135,000.00	3.875%	48,437.50	183,437.50	231,875.00
3/1/2035			45,821.88	45,821.88	
9/1/2035	140,000.00	3.875%	45,821.88	185,821.88	231,643.75
3/1/2036			43,109.38	43,109.38	
9/1/2036	150,000.00	3.875%	43,109.38	193,109.38	236,218.75
3/1/2037			40,203.13	40,203.13	
9/1/2037	155,000.00	3.875%	40,203.13	195,203.13	235,406.25
3/1/2038			37,200.00	37,200.00	
9/1/2038	160,000.00	4.000%	37,200.00	197,200.00	234,400.00
3/1/2039			34,000.00	34,000.00	
9/1/2039	165,000.00	4.000%	34,000.00	199,000.00	233,000.00
3/1/2040			30,700.00	30,700.00	
9/1/2040	170,000.00	4.000%	30,700.00	200,700.00	231,400.00
3/1/2041			27,300.00	27,300.00	
9/1/2041	180,000.00	4.000%	27,300.00	207,300.00	234,600.00
3/1/2042			23,700.00	23,700.00	
9/1/2042	185,000.00	4.000%	23,700.00	208,700.00	232,400.00
3/1/2043			20,000.00	20,000.00	
9/1/2043	195,000.00	4.000%	20,000.00	215,000.00	235,000.00
3/1/2044			16,100.00	16,100.00	
9/1/2044	200,000.00	4.000%	16,100.00	216,100.00	232,200.00
3/1/2045			12,100.00	12,100.00	
9/1/2045	210,000.00	4.000%	12,100.00	222,100.00	234,200.00
3/1/2046			7,900.00	7,900.00	
9/1/2046	220,000.00	4.000%	7,900.00	227,900.00	235,800.00
3/1/2047			3,500.00	3,500.00	
9/1/2047	175,000.00	4.000%	3,500.00	178,500.00	182,000.00
	\$ 3,925,000.00		\$ 2,571,456.25	\$ 6,496,456.25	\$ 6,496,456.25



## EXHIBIT D – NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

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[Date]  
Denton County Clerk's Office  
Honorable Juli Luke  
Denton County  
1450 E McKinney St  
Denton, TX 76209

**Re:                           Town of Hickory Creek Lien Release documents for filing**

Dear Ms. Juli Luke

Enclosed is a lien release that the Town of Hickory Creek is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

Town of Hickory Creek  
Attn: Kristi Rogers  
1075 Ronald Reagan Ave  
Hickory Creek, TX 75056

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817)393-0353  
admin@p3-works.com





**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2020-0727-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS APPROVING THE 2020 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2020 ANNUAL INSTALLMENTS.**

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

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

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

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2020 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

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

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

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Hickory Farms Public Improvement District 2020 Annual Service Plan Update attached hereto as *Exhibit A*.

Section 3. Approval of Update. The 2020 Annual Service Plan Update for the PID for 2020 is hereby approved and accepted by the Town Council.

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



Section 5. Effective Date. This resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

**PASSED, APPROVED AND EFFECTIVE this 27<sup>th</sup> day of July, 2020**

---

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**EXHIBIT A**

**Service and Assessment Plan**



HICKORY FARMS  
PUBLIC IMPROVEMENT DISTRICT  
2020 ANNUAL SERVICE PLAN UPDATE

JULY 27, 2020

## **INTRODUCTION**

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

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

On June 18, 2019, the Town Council approved the SAP for the District by adopting Ordinance No. 2019-06-0821, which approved the levy of Assessments for Assessed Parcels within the District.

The SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update of the SAP for 2020.

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

## LISTED EVENTS<sup>1</sup>

On June 18, 2019, Megatel Homes, LLC, Megatel Homes II, LLC and Megatel Homes III, LLC (collectively, the “Megatel Homes Parties”) filed a lawsuit in Dallas County Texas District Court against various funds and entities associated with and controlled by UDF, various affiliates of CADG owned and controlled by Mehrdad Moayedı (the “Centurion Megatel Defendants”), and various affiliates of Buffington Land Group, Ltd. (the “Buffington Megatel Defendants”).

The Megatel Homes Lawsuit alleges that UDF, CADG (and the various Centurion Megatel Defendants) and the Buffington Megatel Defendants were in a de facto partnership under which UDF financed the purchase and development of land to be developed into finished lots by the Centurion Megatel Defendants and the Buffington Megatel Defendants, which finished lots would in turn be purchased from the Centurion Megatel Defendants and the Buffington Megatel Defendants by the Megatel Homes Parties with financing also provided by UDF. The Megatel Homes Lawsuit sets forth five causes of action against various Centurion Megatel Defendants including breach of fiduciary duties, conspiracy to breach fiduciary duties, breach of the duty of good faith and fair dealing, and two counts of breach of contract. Such causes of action are in part based on allegations by the Megatel Parties that (i) various Centurion Megatel Defendants and UDF conspired to cut the Megatel Parties out of partnership projects so that such Centurion Megatel Defendants could liquidate them as unfinished lots to different homebuilders and thereby pay their debts to UDF and (ii) various Centurion Megatel Defendants and UDF pressured the Megatel Parties to release their rights to finished lots that the Megatel Parties were entitled to take down upon issuance of a notice of substantial completion, thereby causing substantial lost profits to the Megatel Parties. The Megatel Homes lawsuit seeks \$100 million dollars in damages.

Megatel Homes, LLC, et al. v. Mehrdad Moayedı, et al., in United States District Court, Northern District of Texas – Plaintiffs allege that Mehrdad Moayedı (“Moayedı”) and various United Development Funding entities and their founders and officers entered into a scheme to defraud Megatel entities in a series of real estate development transaction. The Complaint alleges claims for violations of the Racketeer Influenced Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1962, common law fraud, statutory fraud and aiding and abetting fraud. The Complaint alleges that Moayedı induced Megatel to enter into multiple real estate contracts and amendments and fraudulently obtained significant amounts of earnest money and other benefits from Megatel that he diverted to other ventures and loan repayments to UDF. The Complaint also alleges that

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<sup>1</sup> Per the Developer, Megatel filed a Notice of Nonsuit of the State Court Lawsuit without obtaining relief of any kind from the Centurion Megatel Defendants. The Centurion Megatel Defendants had moved for sanctions and intends to pursue a claim for the filing of a frivolous lawsuit.

Moayeddi engineered “bogus” terminations of Megatel contracts, using backdated and forged documents, in order to sell real estate on more favorable terms to Megatel’s competitors. Finally, the Complaint alleges that Moayeddi diverted public funds from projects in which Megatel participated in order to fund other projects and loan repayments. The Complaint alleges 39 separate fraudulent transactions by Moayeddi purportedly involving predicate racketeering offenses of mail fraud and wire fraud under RICO.

## **PARCEL SUBDIVISION**

No Parcels have been subdivided in the District.

## **LOT AND HOME SALES UPDATE**

Per the Quarterly Report dated March 31, 2020 as required by the Continuing Disclosure Agreement for the District, no Parcels have been sold to home builders, but the Developer has all 130 Parcels under contract with DR Horton. No homes have been built, no homes are under construction, and no homes have been sold to end users.

See **Exhibit B** for Homebuyer Disclosures.

## **OUTSTANDING ASSESSMENT**

The District has an outstanding Assessment of \$4,185,000.00.

## **ANNUAL INSTALLMENT DUE 1/31/2021**

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$189,850.00.
- **Capitalized Interest** – The total Capitalized Interest, credited against the interest required for the Annual Installment, is \$189,850.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$53,200.
- **Additional Interest** – Additional Interest is collected to fund the Delinquency and Prepayment Reserve. The Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, is equal to \$230,175.00 and has not been met. As such, the Delinquency

and Prepayment Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$20,925.00.

Due January 31, 2021	
Principal	\$ -
Interest	189,850.00
Capitalized Interest	(189,850.00)
Annual Collection Costs	53,200.00
Additional Interest	20,925.00
<b>Total Annual Installment</b>	<b>\$ 74,125.00</b>

See **Exhibit C** for the debt service schedule for the PID Bonds as shown in the official statement.

### PREPAYMENT OF ASSESSMENTS IN FULL

No full prepayments have occurred within the District.

### PARTIAL PREPAYMENTS OF ASSESSMENTS

No partial prepayments have occurred within the District.

### BOND FUND

P3Works has reviewed the following bond accounts related to the District as of March 31, 2020 and each account contains the amount shown below:

Account:	3/31/2020 Balance
<b>Pledged Revenue Fund</b>	
Bond Pledged Revenue Account	\$15.66
<b>Bond Fund</b>	
Principal and Interest Account	\$6,797.37
Capitalized Interest Account	\$289,148.97
<b>Project Fund</b>	
Improvement Account	\$2,124,702.80
Developer Improvement Account	\$342,542.85
Cost of Issuance Account	\$2.43
<b>Reserve Fund</b>	
Reserve Account	\$275,969.04
Delinquency and Prepayment Reserve Account	\$20,925.00
<b>Redemption Fund</b>	\$0.00
<b>Rebate Fund</b>	\$0.00
<b>Administrative Fund</b>	\$30,583.06

## BUDGET FOR CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

Per the Quarterly Report dated March 31, 2020, the Authorized Improvements listed in the SAP are currently under construction and projected to be completed in quarter three of 2020 for the Authorized Improvements. The budget for the Authorized Improvements is unchanged. See below for a table depicting the budgets of the Authorized Improvements, Actual Costs spent to date per the Quarterly Report dated March 31, 2020, and the percent complete.

Authorized Improvement Budget			
Authorized Improvements	Budget	Spent to Date <sup>1</sup>	% Complete
<i>Public Improvements</i>			
Street	\$ 1,302,039	\$ 151,938	12%
Water	735,850	2,110	0%
Sanitary Sewer	351,972	351,972	100%
Storm Drainage	493,221	12,198	2%
Soft Costs and Contingency	606,103	538,447	89%
	\$ 3,489,185	\$ 1,056,665	30%

**Notes:**

Per the Quarterly Report dated 3/31/2020.

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

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

Hickory Farms PID					
Annual Installments Due	1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal	\$ -	\$ 80,000.00	\$ 85,000.00	\$ 90,000.00	\$ 90,000.00
Interest	\$ 189,850.00	\$ 189,850.00	\$ 186,650.00	\$ 183,250.00	\$ 179,650.00
Capitalized Interest	\$ (189,850.00)	\$ -	\$ -	\$ -	\$ -
(1)	\$ -	\$ 269,850.00	\$ 271,650.00	\$ 273,250.00	\$ 269,650.00
Additional Interest	(2) \$ 20,925.00	\$ 20,925.00	\$ 20,525.00	\$ 20,100.00	\$ 19,650.00
Annual Collection Costs	(3) \$ 53,200.00	\$ 54,264.00	\$ 55,349.28	\$ 56,456.27	\$ 57,585.39
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 74,125.00</b>	<b>\$ 347,524.28</b>	<b>\$ 349,806.27</b>	<b>\$ 346,885.39</b>

## EMINENT DOMAIN PREPAYMENT

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to



an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a “**Taking**”), the portion of the Assessed Property that was taken or transferred (the “**Taken Property**”) shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the “**Remaining Property**”) following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on

the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

## **ASSESSMENT ROLL**

The list of current Parcels within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Rolls will receive the bills for the 2020 Annual Installments which will be delinquent if not paid by January 31, 2021.

## EXHIBIT A – ASSESSMENT ROLL

Parcel ID	Outstanding Assessment	Installment Due 1/31/21 <sup>1</sup>
62282	\$ 4,185,000.00	\$ 74,125.00
<b>Total</b>	<b>\$ 4,185,000.00</b>	<b>\$ 74,125.00</b>

*Notes:*

1) Net of Capitalized Interest.

## EXHIBIT B – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types within the District are found in this Exhibit:

- Lot Type 1
- Lot Type 2

*[Remainder of page intentionally left blank.]*

**HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT  
HOMEBUYER DISCLOSURE – LOT TYPE 1**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE TOWN OF HICKORY CREEK, TEXAS**

**CONCERNING THE PROPERTY AT:**

---

**LEGAL DESCRIPTION**

**OUTSTANDING PRINCIPAL OF THE AUTHORIZED IMPROVEMENT ASSESSMENT: \$32,103.09**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the Town of Hickory Creek, Texas, for the costs of a portion of public improvements (the “**Authorized Improvements**”), undertaken for the benefit of the property within the Hickory Farms Public Improvement District (the “**District**”) created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL AMOUNT OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$32,103.09, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ANNUAL COLLECTION COSTS, AND DELINQUENCY COSTS.**

An estimate of the schedule of annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the Town Council in the Annual Service Plan Update for the District. More information about the assessment, including the amounts and due dates, may be obtained from the Town Secretary of the Town.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the legal description set forth above.



## PROJECTED ANNUAL INSTALLMENTS

Installments Due 1/31	Annual Collection						Total Annual Installment
	Principal	Interest [a]	Costs	Additional Interest	Capitalized Interest		
2021	\$ -	\$ 1,456.34	\$ 408.10	\$ 160.52	\$ (1,456.34)	\$ 568.61	
2022	\$ 613.68	\$ 1,456.34	\$ 416.26	\$ 160.52	\$ -	\$ 2,646.79	
2023	\$ 652.03	\$ 1,431.79	\$ 424.58	\$ 157.45	\$ -	\$ 2,665.85	
2024	\$ 690.39	\$ 1,405.71	\$ 433.08	\$ 154.19	\$ -	\$ 2,683.36	
2025	\$ 690.39	\$ 1,378.09	\$ 441.74	\$ 150.73	\$ -	\$ 2,660.95	
2026	\$ 728.74	\$ 1,350.48	\$ 450.57	\$ 147.28	\$ -	\$ 2,677.08	
2027	\$ 767.10	\$ 1,321.33	\$ 459.58	\$ 143.64	\$ -	\$ 2,691.65	
2028	\$ 767.10	\$ 1,290.64	\$ 468.77	\$ 139.80	\$ -	\$ 2,666.32	
2029	\$ 805.45	\$ 1,259.96	\$ 478.15	\$ 135.97	\$ -	\$ 2,679.53	
2030	\$ 843.81	\$ 1,227.74	\$ 487.71	\$ 131.94	\$ -	\$ 2,691.20	
2031	\$ 882.16	\$ 1,189.77	\$ 497.47	\$ 127.72	\$ -	\$ 2,697.12	
2032	\$ 920.52	\$ 1,150.07	\$ 507.42	\$ 123.31	\$ -	\$ 2,701.32	
2033	\$ 958.87	\$ 1,108.65	\$ 517.57	\$ 118.71	\$ -	\$ 2,703.80	
2034	\$ 997.23	\$ 1,065.50	\$ 527.92	\$ 113.91	\$ -	\$ 2,704.56	
2035	\$ 1,035.58	\$ 1,020.63	\$ 538.47	\$ 108.93	\$ -	\$ 2,703.61	
2036	\$ 1,073.94	\$ 974.02	\$ 549.24	\$ 103.75	\$ -	\$ 2,700.96	
2037	\$ 1,150.65	\$ 925.70	\$ 560.23	\$ 98.38	\$ -	\$ 2,734.95	
2038	\$ 1,189.00	\$ 873.92	\$ 571.43	\$ 92.63	\$ -	\$ 2,726.98	
2039	\$ 1,227.36	\$ 820.41	\$ 582.86	\$ 86.68	\$ -	\$ 2,717.32	
2040	\$ 1,304.07	\$ 765.18	\$ 594.52	\$ 80.55	\$ -	\$ 2,744.31	
2041	\$ 1,342.42	\$ 703.24	\$ 606.41	\$ 74.03	\$ -	\$ 2,726.10	
2042	\$ 1,419.13	\$ 639.47	\$ 618.54	\$ 67.31	\$ -	\$ 2,744.46	
2043	\$ 1,495.84	\$ 572.06	\$ 630.91	\$ 60.22	\$ -	\$ 2,759.03	
2044	\$ 1,572.55	\$ 501.01	\$ 643.53	\$ 52.74	\$ -	\$ 2,769.83	
2045	\$ 1,610.91	\$ 426.32	\$ 656.40	\$ 44.88	\$ -	\$ 2,738.50	
2046	\$ 1,725.97	\$ 349.80	\$ 669.53	\$ 36.82	\$ -	\$ 2,782.12	
2047	\$ 1,802.68	\$ 267.81	\$ 682.92	\$ 28.19	\$ -	\$ 2,781.60	
2048	\$ 1,879.39	\$ 182.19	\$ 696.57	\$ 19.18	\$ -	\$ 2,777.33	
2049	\$ 1,956.10	\$ 92.91	\$ 710.51	\$ 9.78	\$ -	\$ 2,769.30	
<b>Total</b>	<b>\$ 32,103.09</b>	<b>\$ 27,207.08</b>	<b>\$ 15,830.98</b>	<b>\$ 2,929.74</b>	<b>\$ (1,456.34)</b>	<b>\$ 76,614.55</b>	

(a) Interest is calculated at the interest rate of the PID Bonds.

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

**HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT  
HOMEBUYER DISCLOSURE – LOT TYPE 2**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE TOWN OF HICKORY CREEK, TEXAS**

**CONCERNING THE PROPERTY AT:**

---

**LEGAL DESCRIPTION**

**OUTSTANDING PRINCIPAL OF THE AUTHORIZED IMPROVEMENT ASSESSMENT: \$32,931.55**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the Town of Hickory Creek, Texas, for the costs of a portion of public improvements (the “**Authorized Improvements**”), undertaken for the benefit of the property within the Hickory Farms Public Improvement District (the “**District**”) created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL AMOUNT OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$32,931.55, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ANNUAL COLLECTION COSTS, AND DELINQUENCY COSTS.**

An estimate of the schedule of annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the Town Council in the Annual Service Plan Update for the District. More information about the assessment, including the amounts and due dates, may be obtained from the Town Secretary of the Town.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the legal description set forth above.



IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 2020.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

## PROJECTED ANNUAL INSTALLMENTS

Installments Due 1/31	Annual Collection						Total Annual Installment
	Principal	Interest [a]	Costs	Additional Interest	Capitalized Interest		
2021	\$ -	\$ 1,493.92	\$ 418.63	\$ 164.66	\$ (1,493.92)	\$ 583.29	
2022	\$ 629.52	\$ 1,493.92	\$ 427.00	\$ 164.66	\$ -	\$ 2,715.09	
2023	\$ 668.86	\$ 1,468.74	\$ 435.54	\$ 161.51	\$ -	\$ 2,734.65	
2024	\$ 708.21	\$ 1,441.99	\$ 444.25	\$ 158.17	\$ -	\$ 2,752.61	
2025	\$ 708.21	\$ 1,413.66	\$ 453.14	\$ 154.62	\$ -	\$ 2,729.62	
2026	\$ 747.55	\$ 1,385.33	\$ 462.20	\$ 151.08	\$ -	\$ 2,746.16	
2027	\$ 786.89	\$ 1,355.43	\$ 471.44	\$ 147.35	\$ -	\$ 2,761.11	
2028	\$ 786.89	\$ 1,323.95	\$ 480.87	\$ 143.41	\$ -	\$ 2,735.13	
2029	\$ 826.24	\$ 1,292.48	\$ 490.49	\$ 139.48	\$ -	\$ 2,748.68	
2030	\$ 865.58	\$ 1,259.43	\$ 500.30	\$ 135.35	\$ -	\$ 2,760.66	
2031	\$ 904.93	\$ 1,220.47	\$ 510.31	\$ 131.02	\$ -	\$ 2,766.73	
2032	\$ 944.27	\$ 1,179.75	\$ 520.51	\$ 126.49	\$ -	\$ 2,771.03	
2033	\$ 983.62	\$ 1,137.26	\$ 530.92	\$ 121.77	\$ -	\$ 2,773.57	
2034	\$ 1,022.96	\$ 1,093.00	\$ 541.54	\$ 116.85	\$ -	\$ 2,774.35	
2035	\$ 1,062.31	\$ 1,046.96	\$ 552.37	\$ 111.74	\$ -	\$ 2,773.38	
2036	\$ 1,101.65	\$ 999.16	\$ 563.42	\$ 106.43	\$ -	\$ 2,770.66	
2037	\$ 1,180.34	\$ 949.59	\$ 574.69	\$ 100.92	\$ -	\$ 2,805.53	
2038	\$ 1,219.69	\$ 896.47	\$ 586.18	\$ 95.02	\$ -	\$ 2,797.36	
2039	\$ 1,259.03	\$ 841.58	\$ 597.90	\$ 88.92	\$ -	\$ 2,787.44	
2040	\$ 1,337.72	\$ 784.93	\$ 609.86	\$ 82.62	\$ -	\$ 2,815.14	
2041	\$ 1,377.07	\$ 721.39	\$ 622.06	\$ 75.94	\$ -	\$ 2,796.45	
2042	\$ 1,455.76	\$ 655.98	\$ 634.50	\$ 69.05	\$ -	\$ 2,815.28	
2043	\$ 1,534.45	\$ 586.83	\$ 647.19	\$ 61.77	\$ -	\$ 2,830.23	
2044	\$ 1,613.13	\$ 513.94	\$ 660.13	\$ 54.10	\$ -	\$ 2,841.31	
2045	\$ 1,652.48	\$ 437.32	\$ 673.34	\$ 46.03	\$ -	\$ 2,809.17	
2046	\$ 1,770.51	\$ 358.82	\$ 686.80	\$ 37.77	\$ -	\$ 2,853.91	
2047	\$ 1,849.20	\$ 274.72	\$ 700.54	\$ 28.92	\$ -	\$ 2,853.39	
2048	\$ 1,927.89	\$ 186.89	\$ 714.55	\$ 19.67	\$ -	\$ 2,849.00	
2049	\$ 2,006.58	\$ 95.31	\$ 728.84	\$ 10.03	\$ -	\$ 2,840.77	
<b>Total</b>	<b>\$ 32,931.55</b>	<b>\$ 27,909.20</b>	<b>\$ 16,239.52</b>	<b>\$ 3,005.35</b>	<b>\$ (1,493.92)</b>	<b>\$ 78,591.70</b>	

(a) Interest is calculated at the interest rate of the PID Bonds.

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

## EXHIBIT C – DEBT SERVICE SCHEDULE

### BOND DEBT SERVICE

Town of Hickory Creek, Texas  
 Special Assesment Revenue Bonds, Series 2019  
 (Hickory Farms Public Improvement District)  
 ~FINAL NUMBERS~

Dated Date                    07/10/2019  
 Delivery Date                07/10/2019

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2019			26,895.42	26,895.42
09/30/2020			189,850.00	189,850.00
09/30/2021			189,850.00	189,850.00
09/30/2022	80,000	4.000%	189,850.00	269,850.00
09/30/2023	85,000	4.000%	186,650.00	271,650.00
09/30/2024	90,000	4.000%	183,250.00	273,250.00
09/30/2025	90,000	4.000%	179,650.00	269,650.00
09/30/2026	95,000	4.000%	176,050.00	271,050.00
09/30/2027	100,000	4.000%	172,250.00	272,250.00
09/30/2028	100,000	4.000%	168,250.00	268,250.00
09/30/2029	105,000	4.000%	164,250.00	269,250.00
09/30/2030	110,000	4.500%	160,050.00	270,050.00
09/30/2031	115,000	4.500%	155,100.00	270,100.00
09/30/2032	120,000	4.500%	149,925.00	269,925.00
09/30/2033	125,000	4.500%	144,525.00	269,525.00
09/30/2034	130,000	4.500%	138,900.00	268,900.00
09/30/2035	135,000	4.500%	133,050.00	268,050.00
09/30/2036	140,000	4.500%	126,975.00	266,975.00
09/30/2037	150,000	4.500%	120,675.00	270,675.00
09/30/2038	155,000	4.500%	113,925.00	268,925.00
09/30/2039	160,000	4.500%	106,950.00	266,950.00
09/30/2040	170,000	4.750%	99,750.00	269,750.00
09/30/2041	175,000	4.750%	91,675.00	266,675.00
09/30/2042	185,000	4.750%	83,362.50	268,362.50
09/30/2043	195,000	4.750%	74,575.00	269,575.00
09/30/2044	205,000	4.750%	65,312.50	270,312.50
09/30/2045	210,000	4.750%	55,575.00	265,575.00
09/30/2046	225,000	4.750%	45,600.00	270,600.00
09/30/2047	235,000	4.750%	34,912.50	269,912.50
09/30/2048	245,000	4.750%	23,750.00	268,750.00
09/30/2049	255,000	4.750%	12,112.50	267,112.50
	4,185,000		3,763,495.42	7,948,495.42

Note: Bonds Callable on 9/1/2029 at Par.

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2020-0727-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AUTHORIZING THE ISSUANCE OF A WATER WELL DRILLING PERMIT FOR 141 S. HOOK STREET, HICKORY CREEK, TEXAS; 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;

**WHEREAS**, Kent and Serene Prat have submitted a request for a permit to drill a water well at 141 S. Hook Street, Hickory Creek, Texas legally described as Prat Meadow Addition, Block A, Lot 1, Hickory Creek, Texas, for the purpose of installing a water well to be utilized for irrigation purposes on the property.

**WHEREAS**, the Town Council has determined water service can be provided for the location and purpose.

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

**SECTION 1**

The foregoing recitals stated in the preamble are found to be true and correct and are deemed incorporated into the body of this resolution as if copied herein in their entirety.

**SECTION 2**

The request submitted by Kent and Serene Prat for a water well permit at the location of 141 S. Hook Street, Hickory Creek, Texas, is hereby granted.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 27<sup>th</sup> day of July , 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

- 2) 141 S. Hook St, Hickory Creek, TX 75065, Lot 1, Block A, Prat Meadow Addition
- 3) Gardening and irrigation
- 4) 68' from the East property line and 58.6' from the South property line
- 5) a) Drilled, b) 900 feet, c) 7.7/8" hole & 4 1/2" OD
- 6) Septic tank - 303'.
- 7) Steel Casing 4 1/2" OD & submergible pump 3 HP
- 8) 300 ft and Pressure
- 9) Pressure tank. 80 gallon bladder tank. Distribution: discharge into the pond.

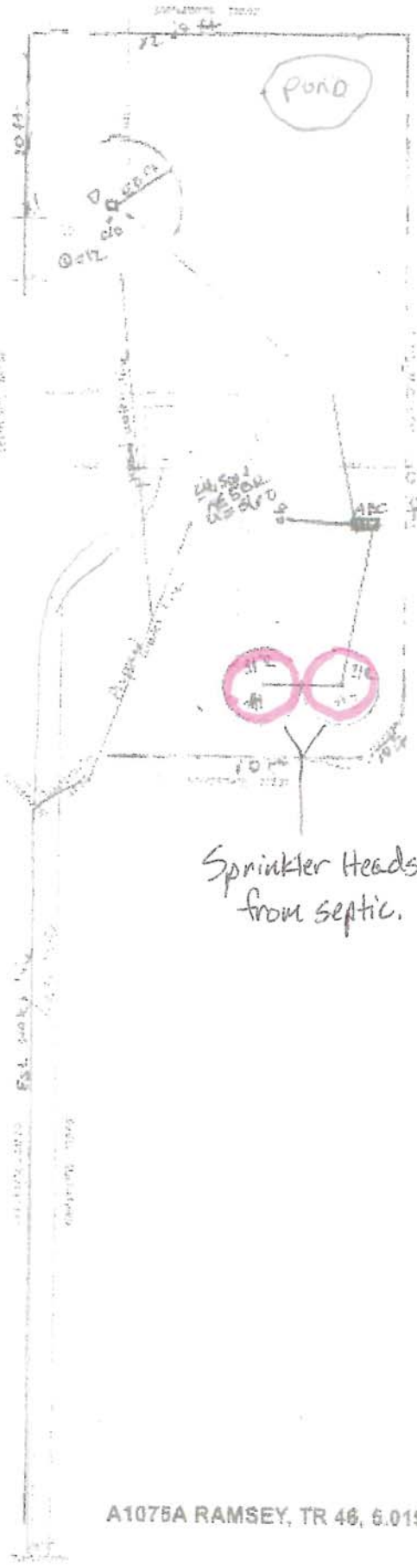
Re-Design 10/03/19  
Lindsay Garcia



Pro Environmental, LLC  
Lindsay Garcia RE/SE  
940-595-7446  
LindsayGarcia14@yahoo.com



Soak (proposed) for only 10' dia. 2' dia. 2' dia.



Property ID: 1051091

All structures are proposed.

**Aerobic Sizing**  
(Per Manufacturer)

- A: 400gal Trash Tank
  - B: 800 GPD ATU
  - C: 750gal Pump Tank with Timer.  
12am-5am Spray Only
  - D: Holding Tank w/ 1/2 hp 1/2 pump
- Spray Area Must Support Vegetation:**  
(using existing heads)
- #1: 31'R@360°= 3,018ft²
  - #2: 31'R@360°= 3,018ft²
  - Total Proposed: 6,036ft²
  - Total Required: 5,813ft²

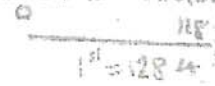
Approx. Slope: ≤2% - installer to ensure spray area is contoured to prevent ponding and/or pooling

Installer can move sprinkler heads as needed to be 10ft from trees.

Sprinkler Heads from septic.

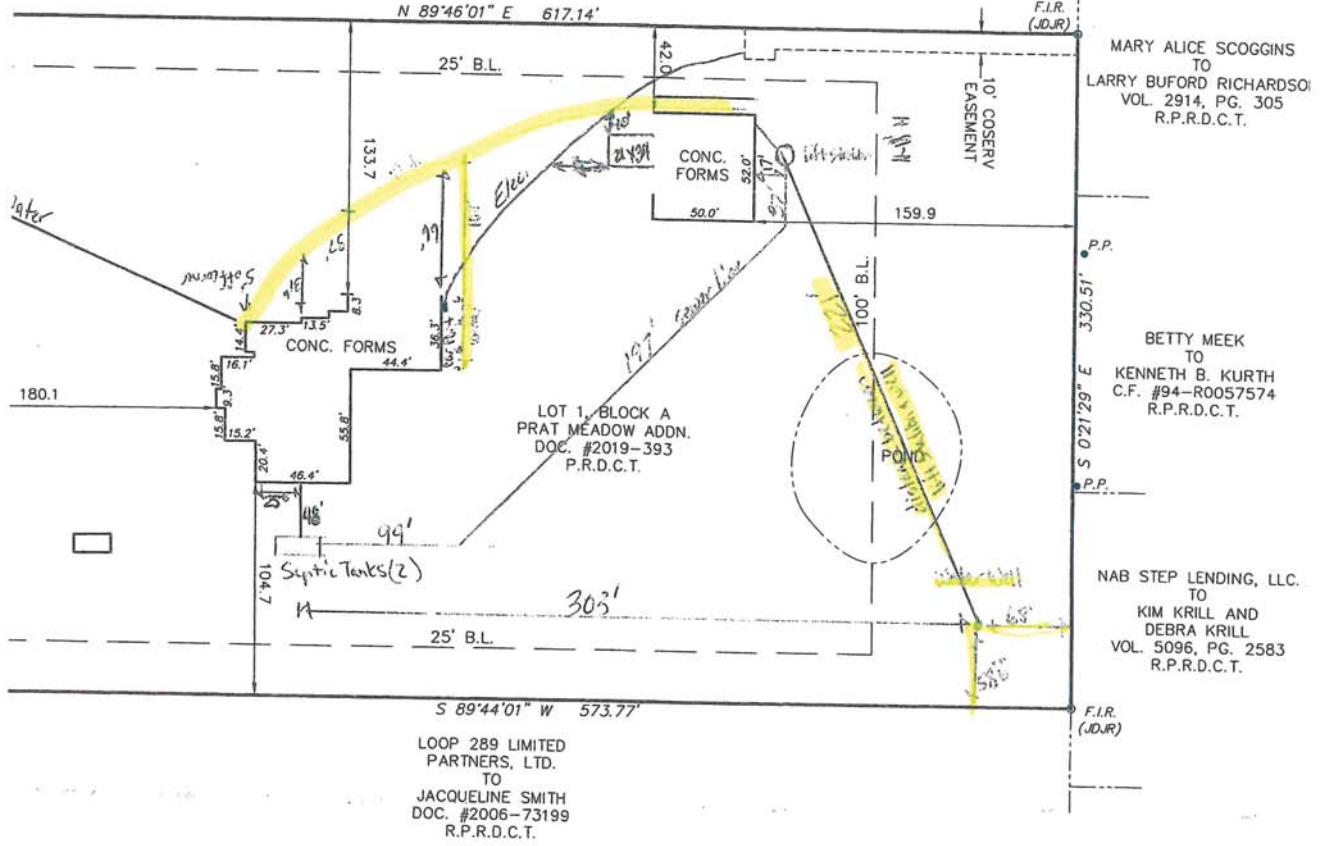
NO FLOODPLAIN

A1075A RAMSEY, TR 46, 6.019 ACRES, OLD DC AD TR #6(28)



MARTIN W. HUNNICUTT AND  
 CATHERINE M. HUNNICUTT  
 TO  
 GREGORY J. ZEBRAUSKAS  
 AND RALEY M. ZEBRAUSKAS  
 DOC. #2013-148400  
 R.P.R.D.C.T.

Water Line: Shop wall & valve 5' off wall  
 Front left shop corner 7' off wall  
 Electric: 33' off driveway and shop



**FORM BOARD SURVEY**  
 141 SOUTH HOOK STREET  
 LOT 1, BLOCK A OF  
 PRATI MEADOW ADDITION  
 TOWN OF HICKORY CREEK  
 DENTON COUNTY, TEXAS

**ANDMARK**  
 SURVEYORS, LLC.

4238 I-35 NORTH  
 DENTON, TEXAS 76207  
 (940) 287-4016

- |                               |  |
|-------------------------------|--|
| B.L. = BUILDING LINE          | CATV = CABLE TV BOX                          |
| CC/P = COVERED PATIO/PORCH    | C/D = CONCRETE DRIVE                         |
| C/O = SANITARY SEWER CLEANOUT | C/P = CONCRETE PATIO/PORCH                   |
| C/W = CONCRETE SIDEWALK       | D.E. = DRAINAGE EASEMENT                     |
| E.B. = ELECTRIC BOX           | F.H. = FIRE HYDRANT                          |
| F.I.R. = FOUND IRON ROD       | FOC = FIBER OPTIC CABLE                      |
| GLM = GAS LINE MARKER         | L.P. = LIGHT POLE                            |
| P.P. = POWER POLE             | S.I.R. = SET CAPPED 1/2\" RPLS 4561 IRON ROD |
| S.P. = SERVICE POLE           | SSMH = SANITARY SEWER MANHOLE                |
| STM MH = STORM SEWER MANHOLE  | TEL. PED. = TELEPHONE BOX                    |
| W/D = WOOD DECK               | W/M = WATER METER                            |
| W/V = WATER VALVE             | U.E. = UTILITY EASEMENT                      |
| FENCE = X                     | OVERHEAD POWER LINE = OH                     |

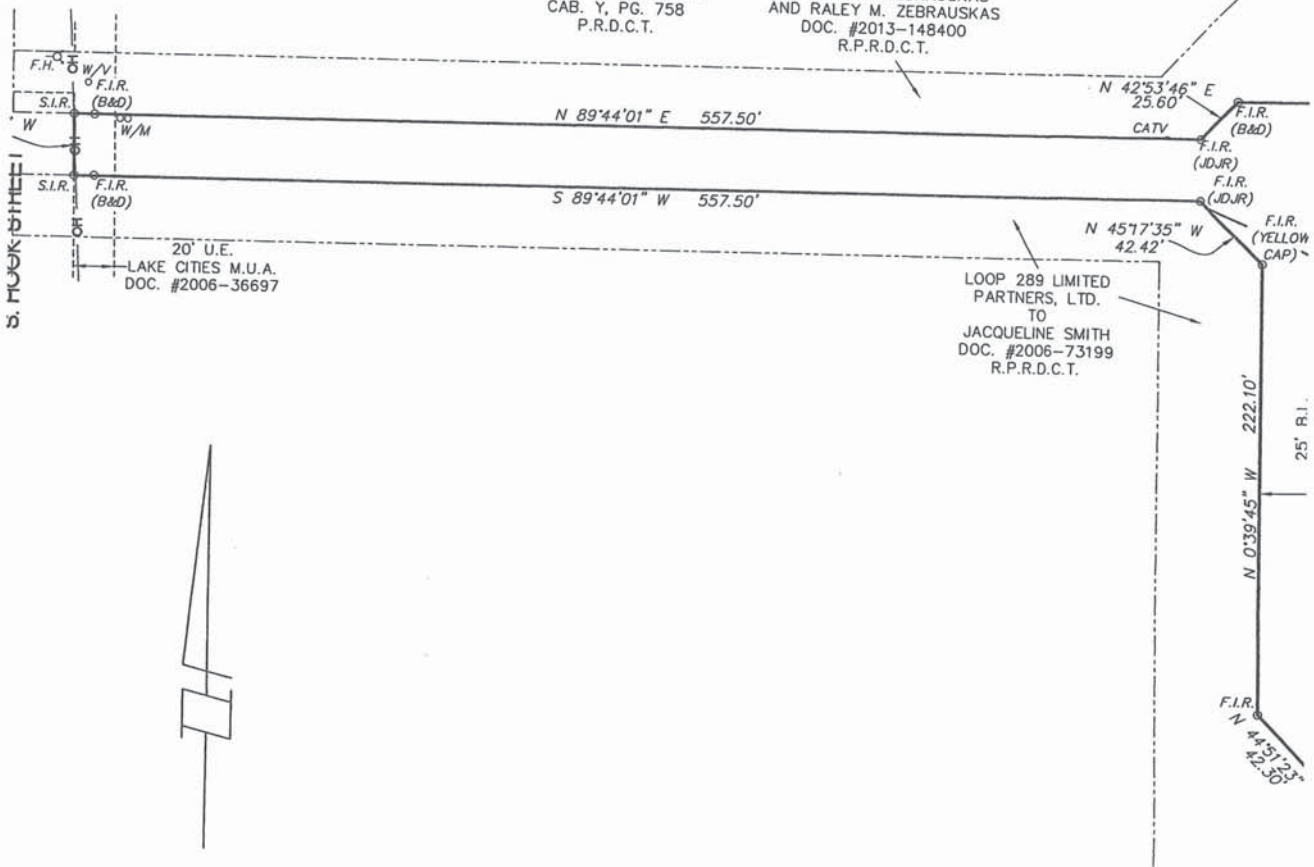
DRAWN BY: BTH





LOT 1, BLOCK A  
SHADY FARMS ADDN.  
CAB. Y, PG. 758  
P.R.D.C.T.

MARTIN W. HUNNICUTT AND  
CATHERINE M. HUNNICUTT  
TO  
GREGORY J. ZEBRAUSKAS  
AND RALEY M. ZEBRAUSKAS  
DOC. #2013-148400  
R.P.R.D.C.T.



20' U.E.  
LAKE CITIES M.U.A.  
DOC. #2006-36697

LOOP 289 LIMITED  
PARTNERS, LTD.  
TO  
JACQUELINE SMITH  
DOC. #2006-73199  
R.P.R.D.C.T.

F.I.R.  
(YELLOW  
CAP)

F.I.R.  
N 44°51'23"  
W 42.50'





July 23, 2020  
AVO 37638.200

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

**RE: Prat Water Well Permit  
1<sup>st</sup> Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received the permit for a new water well on a residential property located at 141 South Hook Street on July 14, 2020. The property owner/permit applicants are Kent and Serene Prat.

**Halff reviewed the permit application for conformance with Town ordinances. Comments are below.**

1. Hickory Creek Code of Ordinances Sec. 13.04.003(b) requires the water well be located at least 150 feet from any septic system. The septic tanks are shown to be 303 feet from the water well, but it is not clear the distance from the spray distribution field of the septic system to the water well. Please ensure there is least 150 feet of separation.
2. Hickory Creek Code of Ordinances Sec. 13.04.002(k) requires the well driller to be licensed by the state. Verify the well driller has an active license at the time of construction.
3. Hickory Creek Code of Ordinances Sec. 13.04.003(f) prohibits livestock in pastures from being allowed within 50 feet of the water well. There is no indication there will be livestock near the well. If there will be livestock, please install a positive barrier (like a fence) to keep livestock at least 50 feet from the well.
4. The property owner and well driller will be responsible for following all the rules and requirements set forth in Sec. 13.04 of the Hickory Creek Code of Ordinances, as well as applicable rules and regulations of the Lake Cities Municipal Water District (LCMUA) and the Texas Commission on Environmental Quality (TCEQ).



Ms. Chris Chaudoir  
Town of Hickory Creek  
July 23, 2020  
Page 2

Sincerely,

**HALFF ASSOCIATES, INC.**

A handwritten signature in blue ink that reads "Lee Williams". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lee Williams, PE  
Project Manager

C: Kristi Rogers – Town Secretary  
John Smith – Town Administrator  
Jeffrey McSpedden – Public Works Director

## ARTICLE 13.04. - WATER WELL DRILLING

## Sec. 13.04.001. - Penalties.

- (a) Any person, firm or corporation found to be in violation of any provision of this article (with the exception of section 13.04.009) shall be guilty of a misdemeanor and shall be liable to a fine of not more than \$500.00 for each violation. Each day in which a violation shall continue shall constitute a separate offense. The town may seek relief to enjoin such violation.
- (b) Any person, firm or corporation found to be in violation of section 13.04.009, public water supply protection, shall be guilty of a misdemeanor and shall be liable to a fine of not more than \$2,000.00 for each violation. Each day in which a violation shall continue shall constitute a separate offense. The town may seek relief to enjoin such violation.

(Ord. 2010-06-655, § 3.01, 6-15-10)

## Sec. 13.04.002. - Permit.

- (a) It shall be unlawful for any person, firm or corporation to commence drilling, boring or digging a water well within the corporate limits of the town without a permit.
- ✓ (b) The town may issue a water well permit only on lots containing 30,000 square feet or more, and which are zoned residential or agricultural. 217,800 SF
- ✓ (c) Private domestic water supply permits will be authorized for drilling, boring or digging of a private water well for a domestic water supply purpose (eg., potable water) on one acre lots within the corporate limits of the town. All existing wells must meet all other health and safety provisions of this article if the well was operated prior to the date of this article.
- ✓ (d) No well shall be permitted under this section if the wellhead of the proposed well is within 1,320 feet, measured on a direct line, from the wellhead of a public well connected to the LCMUA's water system. Not aware of one, but LCMUA will need to verify
- (e) Permits authorizing the drilling, boring or digging of a private water well for irrigation purposes within the corporate limits of the town may be issued only if the applicant meets all applicable town, county, LCMUA, and state regulations. A permit may be revoked and the well capped in the event of a violation, in addition to fines for the violation of this article.
- (f) Permits authorizing the drilling, boring or digging of a private water well within the corporate limits of the town shall only be issued by the permit clerk.
- (g) The issuance of a well permit does not indicate that the town makes any representation concerning the likelihood of successful completion of the proposed water well, its quality, utility, duration or length of production.
- (h) The permit clerk shall not issue a well permit until authorized by a resolution entered in the

minutes of the town.

- (i) Any person, firm or corporation desiring to drill, bore, or dig a water well within the corporate limits of the town, shall file an application with the permit clerk. Four copies of the complete application are required. (Two for the town, one for the town engineer, and one to be provided to LCMUA.)
- (j) The application shall provide the following information for the proposed well and the property on which the proposed water well is to be located:
  - ✓ (1) Name and address of the property owner(s);
  - ✓ (2) Location of property where proposed well is to be located (street address, block, lot, addition);
  - ✓ (3) Purpose for which the proposed well would be used;
  - ✓ (4) Scaled site plan or plat depicting the dimensions of the lot where such proposed well is to be located including: location of all easements, utility lines, connections or utility appurtenances and the distance from the proposed well to each;
  - (5) A state-licensed water well driller must be hired to dig the well, and must provide the following information:
    - ✓ (A) Type of proposed well (dug, drilled bored or driven);
    - ✓ (B) Proposed depth of well;
    - ✓ (C) Diameter of well;
    - (D) Any other information required by the town;
  - ✓ (6) Location and exact distance from proposed water well to any septic tanks; sewer lift stations, sewer lines (trunks, collectors, laterals); the closest LCMUA well site; water lines (supply, mains, laterals, service); gas lines (supply, mains, service); underground telephone lines; streets, alleys, thoroughfares; animal or livestock pens, barns or shelters; dump grounds (public or private); creeks or streams; lakes or ponds, and any flood zone area;
  - ✓ (7) Size and type of pump and casing to be used;
  - ✓ (8) Depth of cementing of casing and method of cementing;
  - ✓ (9) Manner and site of well water storage tank and description of distribution system;
  - (10) Any other information requested by the town.
- (k) All water wells, whether drilled, bored, cored or constructed, shall be completed by a state-licensed water well driller and pump installer in conformance with all the applicable state and local laws rules, regulations, requirements and specifications.
- (l) Water wells shall be located so that there will be no measurable pollution or contamination from any source. Water wells shall also be located in accordance with the rules and regulations of the Texas Commission on Environmental Quality (TCEQ) and the state

department of licensing and regulation.

- (m) A completed water well drilling log shall be submitted to the town by the approved state-licensed water well driller and pump installer prior to the completion inspection.
- (n) The applicant shall deposit a fee for a water well permit of \$300.00.
- (o) It shall be unlawful to abandon any water well drilled without first notifying the permit clerk and permanently plugging such well in accordance with the rules and regulations of the TCEQ and department of licensing and regulation.
- (p) After receipt of a complete water well application and filing fee, the permit clerk shall forward copies of the application to LCMUA and the town engineer for review. After receipt of a report on the application from LCMUA and the town engineer, the permit request may be placed on the agenda of the next regularly scheduled meeting of the town council. The council may pass a resolution authorizing the granting of a water well permit or rejecting the permit based on the reports of LCMUA and/or the town engineer, and the council's determination of the effect of the well on the health, safety, and welfare of the citizens of the city. Failure to pass a resolution authorizing the granting of a permit within the sixty-day period after the receipt of a complete water well permit application shall automatically constitute a denial of the application.

(Ord. 2010-06-655, § 3.02, 6-15-10)

Sec. 13.04.003. - Location of well.

- ✓ (a) Water wells shall be so located that there will be no danger of pollution from flooding or from unsanitary surroundings, such as privies, sewage, sewage treatment plants, livestock and animal pens, solid waste disposal sites, underground fuel storage tanks, or abandoned and improperly sealed wells.
- ➔ (b) No well site which is within 50 feet of a tile or concrete sanitary sewer, or storm sewer, or which is within 150 feet of a sewerage appurtenance, septic tank, septic tank perforate drainfield, absorption bed, evapotranspiration bed, underground fuel storage tank will be acceptable for the development of the water well.
- ✓ (c) No well site shall be selected which is within 500 feet of a sewage treatment plant or within 300 feet of a sewage wet well, sewage pumping station, or a drainage ditch which contains industrial waste discharges or the wastes from sewage treatment works. 221' from lift station;
- ✓ (d) No water well shall be located within 500 feet of animal feedlots, solid waste disposal sites, lands on which sewage plant or septic tank sludge is applied, or lands irrigated by sewage plant effluent.
- (e) No water well shall be located within 1,000 feet of an authorized public water well. LCMUA to verify
- ✓ (f) Livestock in pastures will not be allowed within 50 feet of the water well.

Well is 303' from septic tank, but it is not clear how far the well is located from the spray distribution field of the septic system.

Assuming no livestock. If there will be livestock near well, ensure there is a barrier at least 50' around to protect well

(1999 Code, § 11.702)

Sec. 13.04.004. - Aquifer protection.

- (a) The premises, materials, tools, and drilling equipment shall be maintained so as to minimize contamination of the underground aquifer during the drilling process.
- (b) Water used in any drilling operation shall be of safe, sanitary quality. Water used in the mixing of drilling fluids or mud shall contain a chlorine residual of at least 0.5 mg/l.
- (c) The casing material used in the construction of wells shall conform to the American Water Works Association standards. The casing shall extend to a point 18 inches above the elevation of the finished floor of the pump room or natural ground surface. The casing shall extend at least to the depth of the shallowest water formation to be developed and deeper, if necessary, in order to eliminate all undesirable water-bearing strata. Well construction materials containing lead are prohibited.
- (d) The space between the casing and drill hole shall be sealed by using sufficient cement under pressure to completely fill and seal the annular space between the casing and drill hole. The well casing shall be cemented in this manner from the top of the shallowest formation to be developed to the earth's surface.
- (e) Safeguards shall be taken to prevent possible contamination of the water or damage by trespassers following the completion of the well and prior to the installation of the well pump and wellhead.
- (f) In all cases, a concrete sealing block extending at least three feet from the well casing in all directions, with a minimum thickness of six inches, and sloped to drain away from the casing at not less than 0.25 inch per foot shall be provided around the wellhead.
- (g) Wellheads and pump bases shall be sealed by the use of gaskets or sealing compounds and properly vented to prevent the possibility of contamination of the well water. A well casing vent shall be provided with the opening screened with 16 mesh or finer corrosion-resistant screen, faced downward, and located and elevated so as to minimize the drawing of contaminants into the well.

(1999 Code, § 11.703)

Sec. 13.04.005. - Records.

- (a) Drilling records and material setting data shall be maintained accurately and copies made available to the town.
- (b) The town shall be furnished a copy of the well material setting data, geological log, sealing information (pressure cementing and surface protection), disinfection information, bacteriological sample results, and chemical analysis report of a representative sample of

water from the well.

(1999 Code, § 11.704)

Sec. 13.04.006. - Abandoned wells.

It shall be unlawful to abandon any water well drilled without first notifying the town secretary and permanently plugging such well in a manner approved by the state commission on environmental quality.

(1999 Code, § 11.705)

Sec. 13.04.007. - Water use.

- (a) It shall be unlawful for any person, firm or corporation to use or permit the use of any water produced for domestic purposes, or to use or operate the well and its related plumbing and water in violation of this article.
- (b) It shall be unlawful for any person, firm or corporation to use or permit the use of any water produced from such well until a certificate of completion has been issued by the permit clerk of the town.
- (c) Prior to any use of a completed permitted well, and at any time thereafter, the town's designated representative shall have the right to inspect the completed well construction.
- (d) The rules set forth in this section are subject to such exceptions created in section 13.04.002.

(Ord. 2010-06-655, § 3.03, 6-15-10)

Sec. 13.04.008. - Utilities connected to well.

No person, firm or corporation having a franchise in the town shall furnish power, water, and/or gas to any water well drilled bored, or dug within the corporate limits of the town unless and until a certificate of completion has been issued for the well by the permit clerk of the town.

(Ord. 2010-06-655, § 3.04, 6-15-10)

Sec. 13.04.009. - Public water supply protection.

- (a) It is required that the LCMUA's water system be protected from any residence or establishment where an actual or potential contamination hazard exists. TCEQ rules section 290.44, has listed private/individual/unmonitored wells as a health hazard to a public water system. All water wells must be drilled and operated in compliance with TCEQ and LCMUA regulations.
- (b) To protect the LCMUA's water system, a backflow prevention assembly is required at LCMUA's water meter. TCEQ rules, section 290.44 lists an air gap or reduced pressure



detector assembly as means of providing the level of protection required.

(c) Definitions:

*Air-gap.* The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water to a tank, fixture, receptor, sink, or other assembly and the flood level rim of the receptacle. The vertical, physical separation must be at least twice the diameter of the water supply outlet, but never less than 1.0 inch (TCEQ 290.38).

*Potential contamination hazard.* Those hazards listed in TCEQ rules section 290.47(i) Appendix I even though they are not connected to the customers side of the public water system and the public water system provides water service to the customers property.

*Reduced pressure backflow assembly ("RPBA").* An assembly consisting of two independently operating check valves, spring loaded to the closed position, separated by a spring loaded differential pressure relief valve loaded to the open position.

- (d) Prior to any use of the completed permitted well, and at any time thereafter, the LCMUA shall have the right to inspect and approve the backflow prevention assembly.
- (e) A RPBA shall be tested in accordance with LCMUA's requirements, the town's plumbing ordinance, and TCEQ rules section 290.44 annually. Copies of the test shall be submitted to the town and the LCMUA.

(Ord. 2010-06-655, § 3.05, 6-15-10)



July 22<sup>nd</sup>, 2020

via email [chris.chaudoir@hickorycreek-tx.gov](mailto:chris.chaudoir@hickorycreek-tx.gov)

Town of Hickory Creek

Attn: Chris Chaudoir, Community Development/Code Enforcement

1075 Ronald Reagan Ave

Hickory Creek, Texas 75225

RE: Water Well Application at 141 S. Hook St., Hickory Creek, Texas

Ms. Chaudoir:

Lake Cities Municipal Utility Authority (LCMUA) formally recognizes and supports the application for the installation of a water well at 141 S. Hook St, Hickory Creek, Texas with the Town of Hickory Creek (the Town). Upon approval by the Town, LCMUA would like a copy of any issued permits for this water well for our files.

All construction will need to be made in accordance with LCMUA's Development Standards to include inspection coordination during the construction process and submission of the log report from drilling. In addition, installation of an RPZ (Reduced Pressure Zone) valve shall be required prior to the well being put into service. This will need to be inspected and approved by LCMUA. Please contact Devin Shields at (940) 269-4348 or at [dshields@lcmua.org](mailto:dshields@lcmua.org) for any inspections.

The Applicant should also provide information to the North Texas Groundwater Conservation District (the District) prior to construction per Senate Bill 2497 of the 81<sup>st</sup> Texas Legislature Session in 2009. The District's website address is [www.northtexasgcd.org](http://www.northtexasgcd.org).

Should you need any further information, please contact us at 940.497.2999.

Sincerely,

A handwritten signature in black ink that reads "Mike Fairfield".

Mike Fairfield

General Manager

501 N Shady Shores Dr  
Lake Dallas, TX 75065  
Phone: **940.497.2999**  
Fax: **940.497.2926**



**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2020-0727-\_\_**

**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 INTERLOCAL AGREEMENT FOR SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND SPAN, INC., 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;

**WHEREAS**, the Town Council has been presented with an Interlocal Agreement for Services to provide nutrition, transportation and social services to older persons, persons with disability, veterans, and the general public (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 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 27<sup>th</sup> day of July, 2020.

---

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

STATE OF TEXAS           §

COUNTY OF DENTON       §

**INTERLOCAL AGREEMENT FOR SERVICES**

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

**WHEREAS,** SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and

**WHEREAS,** the success of or failure of the SPAN's purposes and objectives has a direct impact on the health and welfare of the citizens of the TOWN; and

**WHEREAS,** the TOWN is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and

**WHEREAS,** SPAN transportation services were developed to provide safe and efficient transportation to seniors, persons with special needs, veterans and as otherwise defined by agreements into which SPAN may enter from time to time; and

**WHEREAS,** The TOWN and SPAN desire to enter into this Agreement whereby SPAN will provide demand response transit service for TOWN residents that are seniors (age 65 or older), and people with documented disabilities (hereafter referred to collectively as "Riders"); and

**WHEREAS,** Riders in TOWN may be taken anywhere in SPAN's demand response transit service area in Denton County at a cost to the Riders of \$3.00 for seniors (age 65 and older) and people with documented disabilities for the purposes of medical treatments, doctor's and dentist's appointments, trips to get prescriptions filled; and the following trips are limited to four one-way trips per week: shopping for necessities, travel to and from the Lake Dallas Public Library, Employment, Education, Nutrition, Recreation, and Workshop trips; and

**WHEREAS,** Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off by calling SPAN'S Transportation Office at 940-382-1900 weekdays between the hours of 8:00 a.m. and 2:00 p.m.; and

**WHEREAS,** Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday excluding major holidays and subject to capacity constraints.

**NOW, THEREFORE, THE TOWN AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:**

**1. Recitals**

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Agreement and made a part hereof by reference just as though they are set out in their entirety.

**2. Scope of Transportation Services**

SPAN shall provide door-to-door demand response transit services to TOWN citizens residing in Denton County who are Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN.

**3. SPAN Transportation Operations**

- a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the TOWN's Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.
- b. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the TOWN's Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the TOWN Manager or his/her designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.
- c. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.
- d. Span will inform riders that their trips to the doctor or dentist's office, hospital, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services toll free at 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP on Monday through Friday between 8:00 a.m. and 5:00 p.m. at least two days before their appointment or trip to schedule free transportation through Medicaid.

#### **4. Payment**

- a. SPAN shall provide up to one hundred and fifty (150) one-way trips per month to the Town riders of Shady Shores, Hickory Creek, Lake Dallas and Corinth using 5310 grant funds. If fewer than one hundred and fifty (150) trips are used in any given month the unused one-way trips from that month will accrue and be available for use during subsequent months of this Agreement.

#### **5. Indemnification**

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the TOWN, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN. In the event of joint and concurring responsibility of SPAN and the TOWN, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

#### **6. Insurance**

SPAN shall obtain public liability insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to the TOWN. SPAN shall furnish TOWN with certificates of insurance or copies of the policies, evidencing the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or policies to TOWN on before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less than indicated:

- a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- b. Automobile Liability Insurance including minimum coverage limits of \$1,000,000 per combined single limit for bodily injury and property damage.
- c. On all insurance required, SPAN shall require insurance providers to:

Name the TOWN, and its officials, officers and employees, as additional insureds and provide thirty (30) days written notice to TOWN of any material change to or cancellation of the insurance.



**7. Assignment and Delegation**

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

**8. Severability**

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in full force and effect as to the balance of its provisions and shall be construed as if such invalid provision were not a part hereof.

**9. Mediation**

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

**10. Term of Agreement**

The term of this Agreement shall be from October 1, 2020 through September 30, 2021, subject to renewal by the parties. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the TOWN terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination.

**11. Applicable Law Venue**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

**12. Attorney's Fees and Costs**

In the event it becomes necessary to take legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover attorney's fees and costs of court from the non-prevailing party.

**IN WITNESS WHEREOF** the TOWN of Hickory Creek and Span, Inc. have executed this Agreement on this the 27<sup>th</sup> day of July, 2020.

**SPAN, INC:**

---

Michelle McMahon, Executive Director

**TOWN OF HICKORY CREEK:**

---

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

**ATTEST:**

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2020-0727-\_\_**

**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 INTERLOCAL COOPERATION AGREEMENT FOR SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM BY AND BETWEEN THE TOWN OF HICKORY CREEK POLICE DEPARTMENT AND DENTON COUNTY, 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;

**WHEREAS**, the Town Council has been presented with a proposed Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System for the Hickory Creek Police Department (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 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 27<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
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

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON      §

**INTERLOCAL COOPERATION AGREEMENT FOR  
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Hickory Creek Police Department
---

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1.     **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2.     **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3.     **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2020** and ending on **September 30, 2021**.

4.     **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on *Exhibit "A"*.
- 5.2. The Agency shall complete *Exhibit "A"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services,

or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
  - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
  - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
  - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
  - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
  - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "B"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

<b>Exhibit A</b>	<b>Agency Payment Worksheet</b>
<b>Exhibit B</b>	<b>TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT</b>

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.



16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Hickory Creek Police Department
Contact Person	Chief Carey Dunn
Address	1075 Ronald Reagan Ave.
City, State, Zip	Hickory Creek, TX 75065
Telephone	940-497-3520
Email	<a href="mailto:carey.dunn@hickorycreek-tx.gov">carey.dunn@hickorycreek-tx.gov</a>

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

**DENTON COUNTY, TEXAS**

**AGENCY**

\_\_\_\_\_  
Andy Eads, County Judge  
Denton County Commissioners Court  
110 West Hickory, Room #207  
Denton, Texas 76201  
(940)349-2820

\_\_\_\_\_  
Lynn C. Clark, Mayor  
\_\_\_\_\_  
Town of Hickory Creek  
\_\_\_\_\_  
1075 Ronald Reagan Ave.  
\_\_\_\_\_  
Hickory Creek, TX 75065  
\_\_\_\_\_  
940-497-2528

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

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

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

Approved as to content:

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

\_\_\_\_\_  
Carey Dunn, Chief of Police

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

\_\_\_\_\_  
Attorney for Agency

## Exhibit A

### 2020-21 Budget Year Denton County Sheriff's Office Communications Agreement Agency Payment Worksheet

<b>Agency:</b>	<b>Hickory Creek Police Department</b>
Payment Contact Person:	Chief Dunn and/or Kristi K. Rogers, Town Secretary/Accounting
Phone Number:	940-497-2528
Email:	<a href="mailto:carey.dunn@hickorycreek-tx.gov">carey.dunn@hickorycreek-tx.gov</a> or <a href="mailto:Kristi.rogers@hickorycreek-tx.gov">Kristi.rogers@hickorycreek-tx.gov</a>
Address:	1075 Ronald Reagan Ave.
City, State, Zip	Hickory Creek, TX 75065
<b>AGENCY TOTAL AMOUNT DUE</b>	<b>\$29,632.00</b>

**Agency Should Include this Worksheet with Each Payment Sent to Denton County.**

Make checks payable to:	<b>Denton County</b>
Mail payments to:	<b>Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026</b>

Payment Plan Options  <b><u>Agency MUST Select One Payment Option</u></b>	1 <input type="checkbox"/> One Annual Payment (100%)
	2 <input type="checkbox"/> Two Payments (50%)
	3 <input type="checkbox"/> Four Payments (25%)
	4 <input type="checkbox"/> Twelve Monthly Payments
	5 <input type="checkbox"/> Other Payment Option

**Exhibit B**

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)  
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2020-2021**

Twenty-Four Hour Terminal Agency	<b>DENTON COUNTY SHERIFF'S OFFICE</b>
Non Twenty-Four Hour Terminal Agency	<b>Town of Hickory Creek Police Department</b>

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

**DENTON COUNTY SHERIFF'S OFFICE**

**AGENCY**

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

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

By: Tracy Murphree

By: Lynn C. Clark

Title: Denton County Sheriff

Title: Town of Hickory Creek Mayor

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

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2020-0727-\_\_**

**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 AMENDMENT TO AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND WATERTOYZ, LLC; 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 Amendment to an Agreement by and between the Town of Hickory Creek, Texas and WaterToyz, LLC (hereinafter the "Amendment") for the use of the Town’s public property to access Lake Lewisville and certain economic development matters, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Amendment, 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 Amendment 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 27<sup>th</sup> day of July, 2020

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**AGREEMENT TO AMEND AND EXTEND**

**THIS AGREEMENT TO AMEND AND EXTEND** is by and between the Town of Hickory Creek (“Town”) and Watertoyz, LLC (“Watertoyz”) (collectively the “Parties”), to extend the Original Agreement, as defined below.

**WITNESSETH**

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

**WHEREAS**, the Town entered into an original agreement (the “Original Agreement”) with Watertoyz on May 21, 2019;

**WHEREAS**, the Town and Watertoyz amended the Original Agreement on April 27, 2020 (the “First Amendment”);

**WHEREAS**, the Parties now desire to amend the Original Agreement and First Amendment as follows:

**I.**

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

1. Watertoyz, LLC shall be allowed to operate in Arrowhead Park Leg 2 only, and not in Point Vista Park.
2. All other provisions of the Original Agreement and First Amendment are hereby ratified.

**IN WITNESS WHEREOF**, the Parties enter into this Agreement on the \_\_\_\_ day of July, 2020.

**Watertoyz, LLC**

\_\_\_\_\_  
Gabriel G. Angeri, Managing Member

**TOWN OF HICKORY CREEK**

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

**Hickory Creek Economic Development Corporation  
2019-2020  
Budget Proposal**

			May 30, 2019	
			<i>2019-2020 Budget</i>	<i>2020-2021 Budget</i>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
		<b>3002 Sales Tax Collections</b>	412,500.00	412,500.00
		<b>3004 Logic Interest</b>	20,000.00	\$20,000.00
		<b>3006 Reserve Funds</b>	0.00	\$74,150.00
		<b>3008 Mineral Royalties</b>	0.00	\$0.00
		<b>301 Responsive ED Lease</b>	9,000.00	12,000.00
		<b>Total Income</b>	<b>441,500.00</b>	<b>\$518,650.00</b>
<b>Expense</b>				
<b>Debt Service</b>				
		<b>5002 Infrastructure Improvement</b>		
		<b>5004 Land Acquisitions</b>		
		<b>5006 Ronald Reagan Avenue</b>	46,000.00	46,000.00
		<b>Total Debt Service</b>	<b>46,000.00</b>	<b>\$46,000.00</b>
<b>Expense</b>				
		<b>4002 Administrative</b>	7,200.00	\$10,800.00
		<b>4004 Attorney</b>	10,000.00	\$7,500.00
		<b>4006 Audit</b>	1,000.00	\$2,000.00
		<b>4008 Bank Service Charges</b>	100.00	\$100.00
		<b>4010 Dues &amp; Subscriptions</b>	500.00	\$500.00
		<b>4012 Engineering</b>	10,000.00	\$5,000.00
		<b>4014 Marketing</b>	44,150.00	\$44,450.00
		<b>4018 Park Improvements</b>	250,000.00	\$350,000.00
		<b>4022 Professional Service</b>	5,000.00	\$0.00
		<b>4024 Public Notices/Advertisin</b>	500.00	\$300.00
		<b>4028 Training</b>	2,500.00	\$2,500.00
		<b>4030 Travel Expense</b>	2,500.00	\$2,500.00
		<b>4032 Infrastructure Improveme</b>	20,000.00	\$20,000.00
		<b>4034 Land Holding Cost</b>	2,000.00	\$2,000.00
		<b>4036 Land Acquisitions</b>	0.00	\$0.00



**Hickory Creek Economic Development Corporation  
2019-2020  
Budget Proposal**

		May 30, 2019	
		<i>2019-2020 Budget</i>	<i>2020-2021 Budget</i>
	<b>4038 Incentives</b>	25,000.00	25,000.00
	<b>Total Expense</b>	380,450.00	472,650.00
	<b>Total Expense</b>	426,450.00	518,650.00
	<b>Net Ordinary Income</b>	15,050.00	\$0.00
	<b>Net Income</b>	<b>15,050.00</b>	<b>0.00</b>
<b>FOR INFORMATION ONLY</b>			
<b>Prior Years Excess Marketing</b>			
	2003-2004		
	2004-2005		No Marketing
	2005-2006		No Marketing
	2006-2007		24,235.40
	2007-2008		24,367.40
	2008-2009		15,112.18
	2009-2010		27,193.03
	2010-2011		14,344.26
	2011-2012		4,498.19
	2012-2013		23,946.00
	2013-2014		28,915.05
	2014-2015		22,654.02
	2015-2016		27,060.02
	2016-2017		19,799.43
	2017-2018		21,125.00
	2018-2019		13,881.49
	2019-2020		
	<b>Total Excess Marketing</b>		
			267,131.47

**2020-2021  
Hickory Creek  
Economic Development Budget Notes**

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**INCOME LINE ITEMS**

**3002 Income - \$412,500**

The EDC collects ½ of 1% of all the sales tax collected in Hickory Creek. The town financial secretary is budgeting the same sales tax as in the 2019-2020 Budget. The EDC income on this line item represents 25% of the total sales tax, or \$412,500.

**3004 Logic EDC Interest - \$20,000**

The EDC has the majority of its cash balance invested in an investment account with LOGIC.

**3006 Reserve Funds - \$74,150**

Any funds used from Reserve will be shown here if needed for a project to offset the budget expense. This is just an accounting entry of how much we would dip into our reserves if needed for any projects.

**3008 Mineral Royalties - \$0**

In the past, the EDC has received monthly royalty checks from the existing natural gas well that runs beneath our property on Ronald Reagan Ave. The well is currently not producing, but may in the future.

**3010 Responsive-Ed Lease Agreement -\$12,000**

The EDC entered into a lease agreement on July 26, 2018, with ResponsiveEd for a playground on the land adjacent to their school. For the first 2 years, the lease amount was \$750 per month (\$9,000 annually). The lease was renewed for 2 years, July 2020-July 2022, at \$1000 per month (\$12,000 annually). The lease can be renegotiated beyond that.

**REGULAR EXPENSE LINE ITEMS**

**4002 Administrative - \$10,800**

This line item includes \$3600 per year Town Administrator salary, \$1500 per quarter Administrative cost, \$75 per quarter building rental, \$800 per year Office Supplies & Equipment, and \$100 Postage

**4004 Attorney - \$7,500**

Attorney fees for projects.

**4006 Audit - \$2000**

Reimbursement to the Town for EDC portion of the annual audit. This amount is based on actual charges for the prior year audit.

**4008 Bank Service Charges - \$100**

Self explanatory

**4010 Dues & Subscriptions - \$500**

ICSC, publications

**4012 Engineering - \$5,000**

Engineering associated with EDC projects if needed.

**4014 Marketing - \$44,450 (10% of income allowed per EDC law)**

Retail Trade Area Maps

Marketing materials

Advertising

“Section 4B(b) limits Type B corporations to spending no more than 10 percent of the corporate revenues for promotional purposes. Yet, the attorney general has concluded a promotional expenditure “must advertise or publicize the city for the purpose of developing new and expanded business enterprises.” Further, a corporation is limited to spending not more than 10 percent of its current annual revenues for promotional purposes in any given year. Nonetheless, unexpended revenues **specifically set aside** for promotional purposes in past years may be expended along with 10 percent of current revenues without violating the cap.”

**4018 Park Improvements - \$350,000**

Used for improvements requested by EDC or Parks & Rec. EDC budgeted \$250,000 in the 2019-2020 budget cycle, but the money was not spent. The \$250,000 is rolled forward to the 2020-2021 Budget, with an additional \$100,000 added to help accomplish items on the newly adopted Hickory Creek Parks and Open Space Master Plan.

**4022 Professional Service - \$0**

Professional services as needed

**4024 Public Notices - \$300**

Self Explanatory

**4028 Training - \$2,500**

All registration fees & costs associated with training seminars & conventions for EDC members

**4030 Travel Expense - \$2,500**

Travel expenses for Training for EDC members or designated representatives.

**4032 Infrastructure Improvements - \$20,000**

Budgeted for possible infrastructure needs.

**4034 Land Holding Cost - \$2000**

Mowing & maintenance of EDC land

**4036 Land Acquisitions - \$0**

No land acquisitions anticipated, but if needed, funds will be added from Reserve fund

**4038 Incentives - \$25,000**

For business development

**DEBT SERVICE LINE ITEMS**

**5002 Infrastructure Improvement - \$0**

This line item will be used for any debt payments for infrastructure improvements.

**5004 Land Acquisitions - \$0**

This line item will be used for any debt payments related to future land acquisitions.

**5006 Ronald Reagan Ave. - \$ \$46,000 (45,778.33)**

The EDC has in the past committed to paying \$800,000 of debt service for the 2004 Certificate of Obligation the Town issued for the construction of Ronald Reagan Avenue. The payment was originally calculated at \$71,242.52. However, the town refinanced the debt, and the new payment is \$45,778.33. After this line item was paid in August 2019, the remaining balance was \$181,113.33. Estimated payoff date is in 2023.



## AGENDA INFORMATION SHEET

**MEETING DATE:** July 27, 2020

**AGENDA ITEM:** Consider and act on the acceptance of renewal rates from TML Health Benefits Pool for town employee medical coverage for Fiscal Year 2020-2021.

**SUMMARY:** The rates for health coverage for 2020-2021 are as follows:

	2019-2020 Rate	2020-2021 Rate
Employee Only:	\$609.92	\$662.46
Employee and Spouse:	\$1,211.08	\$1,317.72
Employee and Child(ren):	\$1,053.50	\$1,145.96
Employee and Family:	\$1,748.04	\$1,903.02

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2020-0727-\_\_**

**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 DEVELOPER AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND LENNON II FAMILY LIMITED PARTNERSHIP; 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 developer agreement by and between the Town of Hickory Creek, Texas and Lennon II Family Limited Partnership (hereinafter the "Agreement") concerning the development of a property currently located in the Town’s extra-territorial jurisdiction, 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 27<sup>th</sup> day of July, 2019.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2020-07-\_\_\_\_\_**

**AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID TOWN SO AS TO INCLUDE A CERTAIN 0.9123 ACRE TRACT OF LAND OWNED BY THE TOWN OF HICKORY CREEK SITUATED IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 915, DENTON COUNTY, TEXAS WITHIN SAID TOWN LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE TOWN; ADOPTING A SERVICE PLAN; 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**, Chapter 43 of the Texas Local Government Code of the Town of Hickory Creek, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the following described territory more particularly described in Exhibit "A" which is attached hereto and incorporated herein.

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

1. That the heretofore described property is hereby annexed to the Town of Hickory Creek, Denton County, Texas, and that the boundary limits of the Town of Hickory Creek be and the same are hereby extended to include the above described territory within the Town limits of the Town of Hickory Creek, and the same shall hereafter be included within the territorial limits of said Town, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the Town of Hickory Creek and they shall be bound by the acts, ordinances, resolutions, and regulations of said Town.
2. A service plan for the area is hereby adopted and attached as Exhibit "B."
3. The Town Secretary is hereby directed to file with the County Clerk of Denton County, Texas, a certified copy of this ordinance.
4. This ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.



**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas,  
this 27<sup>th</sup> day of July, 2020.

---

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

ATTEST:

---

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

APPROVED AS TO FORM:

---

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

***EXHIBIT A***

Being a tract of land in the MEP&P RR CO Survey, Abstract No. 915, Denton County, Texas, being a part of that called 3.2515 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-57560 O.R.D.C.T, and being more particularly described as follows :

BEGINNING at a found iron rod with aluminum cap stamped "SURVEY MARKER DO NOT DISTURB" for the common southeast corner of that called 3.086 acre tract of land described in Right-of-Way Warranty Deed to Town of Hickory Creek Texas as recorded in Document No. 39882 (2018) O.R.D.C.T. and an ell corner of said 3.2515 acre tract of land;

THENCE South 02 degrees 29 minutes 57 seconds East, a distance of 30.00 feet to a 1/2-inch found iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with HALFF cap") for corner, said corner being the northeast corner of Steeplechase North Addition Phase 1 as recorded in Document No. 2013-091 O.R.D.C.T.;

THENCE South 88 degrees 34 minutes 02 seconds West, along the common line between said Steeplechase North Addition Phase 1 and the southerly line of said 3.2515 acre tract, a distance of 1,330.25 feet to a 5/8-inch found iron pipe with HALFF cap inside of it, for the common corner between said northwest corner of said Steeplechase North Addition Phase 1 and the most westerly southwest corner of said 3.2515 acre tract and being on the east right-of-way line of Park Ridge Drive (variable width right-of-way);

THENCE North 11 degrees 48 minutes 52 seconds West, along said east right-of-way line, a distance of 11.58 feet to a point for corner;

THENCE North 08 degrees 28 minutes 38 seconds West, continuing along said east right of way, a distance of 18.41 feet to a 5/8-inch found iron rod with cap stamped "TNP" for the common southwest corner of said 3.086 acre tract of land, the most westerly northwest corner of said 3.2515 acre tract of land and the southeast corner of that called 0.1411 acre tract of land described in Right-of-Way Deed to the City of Corinth as recorded in Document No. 2011-73086 (O.R.D.C.T.);

THENCE North 88 degrees 33 minutes 10 seconds East, along the common line between said 3.086 acre tract of land and said 3.2515 acre tract of land, a distance of 1,334.04 feet to the POINT OF BEGINNING Containing 39,739 square feet or 0.9123 acres of land, more or less.

**EXHIBIT B**  
**TOWN OF HICKORY CREEK SERVICE PLAN**

**I. ANNEXED AREA**

Approximately 0.9123 acre tract of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas.

**II. INTRODUCTION**

This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.012; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed areas described above (“Annexed Area”) will be provided or made available on behalf of the Town of Hickory Creek (hereinafter the "Town") in accordance with the following service plan. The Town of Hickory Creek shall provide the Annexed Area the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the Town with similar topography, land use, and population density.

**III. AD VALOREM (PROPERTY OWNER) TAX SERVICES**

**A. Police Protection**

Police protection from the Town of Hickory Creek Police Department shall be provided to the Annexed Area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the ordinance. Some of these services include:

1. Normal patrol and responses;
2. Handling of complains and incident reports;
3. Special units, such as traffic enforcement and investigations; and
4. Coordination with other public safety support agencies.

Police protection will be provided at a level consistent with other similarly situated areas within the town limits.

**B. Fire Protection**

The Town contracts through an interlocal agreement for fire protection with the Lake Cities Fire Department. The Department will provide emergency and fire prevention services to the Annexed Area. These services include:

1. Fire suppression and rescue;
2. Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
3. Hazardous materials response and mitigation;
4. Emergency prevention and public education efforts;
5. Technical rescue response; and
6. Construction Plan Review and required inspections.

Fire protection from the Lake Cities Fire Department shall be provided to the Annexed Area at a level consistent with current methods and procedures presently provided to similar areas of the Town on the effective date of the ordinance.

Fire protection will be provided at a level consistent with similarly situated areas within the city limits.

**C. Emergency Medical Services**

The Town contracts through an interlocal agreement for emergency medical services (EMS) with the Lake Cities Fire Department. The Department will provide emergency and safety services to the Annexed Area on the effective date of the annexation. These services include:

1. Emergency medical dispatch and pre-arrival First Aid instructions;
2. Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
3. Medical rescue services.

EMS will be provided at a level consistent with similarly situated areas within the city limits.

**D. Solid Waste**

Solid Waste and Recycling Collection Services will be provided to the Annexed Area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the Town. Private solid waste collection service providers operating in the Annexed Area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code.

**E. Wastewater Facilities**

Publicly provided wastewater service is within service areas of Lake Cities Municipal Utility Authority. LCMUA currently serves the area with wastewater services.

Operation and maintenance of wastewater facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

**F. Water Facilities**

The proposed annexed area is within service areas of Lake Cities Municipal Utility Authority. LCMUA currently serves the area with wastewater services.

Operation and maintenance of water facilities in the annexed areas that are within the service area of another water utility will be responsibility of that utility.

Existing developments, business or homes that are on individual water wells or private water systems will be allowed to continue to remain on these systems until a request for water service is made to LCMUA. These requests for service will be handled in accordance with the applicable utility service line extension and connection policies currently in place at the time the request for service is received.

**G. Road and Streets**

Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the Town's annual program and in accordance with the current policies and procedures defined by the ordinance and/or as established by the Town Council.

Any construction or reconstruction will be considered within the annexed area on a Town-wide basis and within the context of the Town's CIP and/or yearly fiscal budgetary allotments by the Town Council.

Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the Town Council. If a sign remains, it will be reviewed and placed on the Town's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the Town Council.

**H. Parks, Playgrounds, Swimming Pools**

Residents within the Annexed Area may utilize all existing Town parks and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

As development commences in the Annexed Area, additional park and recreation facilities shall be constructed based on park policies defined in the Town's Comprehensive Plan. The general planned locations and classifications of parks will ultimately serve residents from the current Town limits and residents from areas being considered for annexation.

**I. Publicly Owned Facilities**

Any publicly owned facility, building, or service located within the Annexed Area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the Town on the effective date of the annexation ordinance.

**J. Other services**

Other services that may be provided by the Town, such as municipal and general administration will be made available on the effective date of the annexation. The Town shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the Town with similar topography, land use, and population density similar to those reasonably contemplated or projected in the Annexed Area.

**IV. UNIFORM LEVEL OF SERVICES IS NOT REQUIRED**

Nothing in this Service Plan shall require the Town to provide a uniform level of full municipal services to each area of the Town, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service.

**V. TERM**

This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the Town Council.

**VI. AMENDMENTS**

This Service Plan may be amended if the Town Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The Town Council may amend the Service Plan to conform to the changed conditions or subsequent occurrences pursuant to Texas Local Government Code, Section 43.056.

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2020-07-\_\_\_\_\_**

**AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID TOWN SO AS TO INCLUDE A CERTAIN 3.086 ACRE TRACT OF LAND OWNED BY THE TOWN OF HICKORY CREEK SITUATED IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 915, DENTON COUNTY, TEXAS WITHIN SAID TOWN LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE TOWN; ADOPTING A SERVICE PLAN; 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**, Chapter 43 of the Texas Local Government Code of the Town of Hickory Creek, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the following described territory more particularly described in Exhibit "A" which is attached hereto and incorporated herein.

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

1. That the heretofore described property is hereby annexed to the Town of Hickory Creek, Denton County, Texas, and that the boundary limits of the Town of Hickory Creek be and the same are hereby extended to include the above described territory within the Town limits of the Town of Hickory Creek, and the same shall hereafter be included within the territorial limits of said Town, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the Town of Hickory Creek and they shall be bound by the acts, ordinances, resolutions, and regulations of said Town.
2. A service plan for the area is hereby adopted and attached as Exhibit "B."
3. The Town Secretary is hereby directed to file with the County Clerk of Denton County, Texas, a certified copy of this ordinance.
4. This ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas,  
this 27<sup>th</sup> day of July, 2020.

---

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

ATTEST:

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

APPROVED AS TO FORM:

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



***EXHIBIT A***

Being a tract of land in the MEP&P RR CO Survey, Abstract No. 915, Denton County, Texas, being a part of that called 10.14 acre tract of land described in Warranty Deed to the Lennon II Family Limited Partnership, as recorded in Document No. 96-R0046257 in the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod with cap stamped "TNP" for the common southwest corner of said 10.14 acre tract of land, the southeast corner of that called 0.1411 acre tract of land described in Right-of-Way Deed to the City of Corinth as recorded in Document No. 2011-73086 in the Official Records of Denton County, Texas (O.R.D.C.T.), the northwest corner of that called 3.2515 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-57560 O.R.D.C.T., and being on the east right-of-way line of Park Ridge Drive (variable width right-of-way);

THENCE North 12 degrees 30 minutes 08 seconds West, along said east right-of-way line, a distance of 101.89 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with HALFF cap") for corner;

THENCE North 88 degrees 33 minutes 10 seconds East, departing said east right-of-way line, a distance of 1,354.20 feet to a 1/2-inch set iron rod with "HALFF" cap for corner on the common east line of said 10.14 acre tract of land and the west line of that called 37.4620 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-58239 O.R.D.C.T.;

THENCE South 01 degree 24 minutes 06 seconds East, along said common line, a distance of 70.00 feet to a 1/2-inch set iron rod with "HALFF" cap for the common southwest corner of said 37.4620 acre tract of land and an ell corner of said 3.2515 acre tract of land;

THENCE South 00 degrees 22 minutes 00 seconds East, departing said common line, a distance of 30.01 feet to a found iron rod with aluminum cap stamped "SURVEY MARKER DO NOT DISTURB" for the common southeast corner of said 10.14 acre tract of land and an ell corner of said 3.2515 acre tract of land;

THENCE South 88 degrees 33 minutes 10 seconds West, along the common south line of said 10.14 acre tract of land and a north line of said 3.2515 acre tract of land, a distance of 1,334.04 feet to the POINT OF BEGINNING AND CONTAINING 134,431 square feet or 3.086 acres of land, more or less.

***EXHIBIT B***  
***TOWN OF HICKORY CREEK SERVICE PLAN***

**I. ANNEXED AREA**

Approximately 3.086 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas.

**II. INTRODUCTION**

This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.012; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed areas described above (“Annexed Area”) will be provided or made available on behalf of the Town of Hickory Creek (hereinafter the "Town") in accordance with the following service plan. The Town of Hickory Creek shall provide the Annexed Area the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the Town with similar topography, land use, and population density.

**III. AD VALOREM (PROPERTY OWNER) TAX SERVICES**

**A. Police Protection**

Police protection from the Town of Hickory Creek Police Department shall be provided to the Annexed Area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the ordinance. Some of these services include:

1. Normal patrol and responses;
2. Handling of complains and incident reports;
3. Special units, such as traffic enforcement and investigations; and
4. Coordination with other public safety support agencies.

Police protection will be provided at a level consistent with other similarly situated areas within the town limits.

**B. Fire Protection**

The Town contracts through an interlocal agreement for fire protection with the Lake Cities Fire Department. The Department will provide emergency and fire prevention services to the Annexed Area. These services include:

1. Fire suppression and rescue;
2. Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
3. Hazardous materials response and mitigation;
4. Emergency prevention and public education efforts;
5. Technical rescue response; and
6. Construction Plan Review and required inspections.

Fire protection from the Lake Cities Fire Department shall be provided to the Annexed Area at a level consistent with current methods and procedures presently provided to similar areas of the Town on the effective date of the ordinance.

Fire protection will be provided at a level consistent with similarly situated areas within the city limits.

**C. Emergency Medical Services**

The Town contracts through an interlocal agreement for emergency medical services (EMS) with the Lake Cities Fire Department. The Department will provide emergency and safety services to the Annexed Area on the effective date of the annexation. These services include:

1. Emergency medical dispatch and pre-arrival First Aid instructions;
2. Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
3. Medical rescue services.

EMS will be provided at a level consistent with similarly situated areas within the city limits.

**D. Solid Waste**

Solid Waste and Recycling Collection Services will be provided to the Annexed Area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the Town. Private solid waste collection service providers operating in the Annexed Area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code.

**E. Wastewater Facilities**

Publicly provided wastewater service is within service areas of Lake Cities Municipal Utility Authority. LCMUA currently serves the area with wastewater services.

Operation and maintenance of wastewater facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

**F. Water Facilities**

The proposed annexed area is within service areas of Lake Cities Municipal Utility Authority. LCMUA currently serves the area with wastewater services.

Operation and maintenance of water facilities in the annexed areas that are within the service area of another water utility will be responsibility of that utility.

Existing developments, business or homes that are on individual water wells or private water systems will be allowed to continue to remain on these systems until a request for water service is made to LCMUA. These requests for service will be handled in accordance with the applicable utility service line extension and connection policies currently in place at the time the request for service is received.

**G. Road and Streets**

Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the Town's annual program and in accordance with the current policies and procedures defined by the ordinance and/or as established by the Town Council.

Any construction or reconstruction will be considered within the annexed area on a Town-wide basis and within the context of the Town's CIP and/or yearly fiscal budgetary allotments by the Town Council.

Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the Town Council. If a sign remains, it will be reviewed and placed on the Town's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the Town Council.

**H. Parks, Playgrounds, Swimming Pools**

Residents within the Annexed Area may utilize all existing Town parks and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

As development commences in the Annexed Area, additional park and recreation facilities shall be constructed based on park policies defined in the Town's Comprehensive Plan. The general planned locations and classifications of parks will ultimately serve residents from the current Town limits and residents from areas being considered for annexation.

**I. Publicly Owned Facilities**

Any publicly owned facility, building, or service located within the Annexed Area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the Town on the effective date of the annexation ordinance.

**J. Other services**

Other services that may be provided by the Town, such as municipal and general administration will be made available on the effective date of the annexation. The Town shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the Town with similar topography, land use, and population density similar to those reasonably contemplated or projected in the Annexed Area.

**IV. UNIFORM LEVEL OF SERVICES IS NOT REQUIRED**

Nothing in this Service Plan shall require the Town to provide a uniform level of full municipal services to each area of the Town, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service.

**V. TERM**

This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the Town Council.

**VI. AMENDMENTS**

This Service Plan may be amended if the Town Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The Town Council may amend the Service Plan to conform to the changed conditions or subsequent occurrences pursuant to Texas Local Government Code, Section 43.056.

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2020-07-\_\_\_\_\_**

**AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID TOWN SO AS TO INCLUDE A CERTAIN 35.580 ACRE TRACT OR TRACTS OF LAND SITUATED IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 915, DENTON COUNTY, TEXAS WITHIN SAID TOWN LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE TOWN; ADOPTING A WRITTEN SERVICES AGREEMENT; 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**, Chapter 43 of the Texas Local Government Code of the Town of Hickory Creek, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the following described territory more particularly described in Exhibit "A" which is attached hereto and incorporated herein.

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

1. That the heretofore described property is hereby annexed to the Town of Hickory Creek, Denton County, Texas, and that the boundary limits of the Town of Hickory Creek be and the same are hereby extended to include the above described territory within the Town limits of the Town of Hickory Creek, and the same shall hereafter be included within the territorial limits of said Town, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the Town of Hickory Creek and they shall be bound by the acts, ordinances, resolutions, and regulations of said Town.
2. A Written Services Agreement for the area is hereby adopted and attached as Exhibit "B."
3. The Town Secretary is hereby directed to file with the County Clerk of Denton County, Texas, a certified copy of this ordinance.
4. This ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas,  
this 27<sup>th</sup> day of July, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT A – LEGAL DESCRIPTION

35.580 acres situated in the M.E.P.& P.R.R CO. SURVEY, Abst. No. 915, Denton County, Texas, being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042656, Deed Records, Denton County, Texas, and a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042657, Deed Records, Denton County, Texas, and being more particularly described, as follows:

Beginning at a 1/2" iron rod capped HALFF found, the northwest corner of the tract described in deed to Town of Hickory Creek by deed recorded in Document Number 2018-39882, Deed Records, Denton County, Texas, in the east line of PARKRIDGE DRIVE (a variable width Right-of-Way}, from which a 5/8" iron rod found, the southwest corner of said Town of Hickory Creek Tract, bears S 10°27'17" E, 102.88 feet;

THENCE along the east line of said PARKRIDGE DRIVE as follows:

N 12°31'51" W, 225.65 feet to o 5/8" iron rod capped TNP found;

N 13°52'57" W, 448.21 feet to o 1/2" iron rod capped MIZELL 6165 set at the beginning of a curve to the left whose radius is 1530.00 feet and whose long chord bears N 16°25'38" W, 135.81 feet;

Along said curve, in a northerly direction, through a central angle of 05°05'15" a distance of 135.86 feet to a 1/2" iron rod capped MIZELL 6165 set at the end of said curve, at the beginning of a curve to the right whose radius is 590.50 feet and whose long chord bears N 15°24'41" W, 73.32 feet;

Along said curve, in a northerly direction, through a central angle of 07°07'07" a distance of 73.37 feet to a 5/8" iron rod capped TNP found at the end of said curve, at the beginning of a curve to the left whose radius is 309.50 feet and whose long chord bears N 17°23'26" W, 59.972 feet;

Along said curve, in a northerly direction, through a central angle of 11°07'12" a distance of 60.07 feet to a 5/8" iron rod capped TNP found at the end of said curve;

THENCE S 01°24'03" E, along the east line of said Lennon II Family Limited Partnership (96-0042656) tract, passing the southeast corner of said Lennon II Family Limited Partnership (96-0042656) tract and the northeast corner of said Lennon II Family Limited Partnership (96-0042657) tract, continuing along the east line of said Lennon II Family Limited Partnership (96-0042657) tract, in all, a distance of 1029.50 feet to a 1/2" iron rod capped HALFF found, the northeast corner of said Town of Hickory Creek tract;

THENCE S 88°33'16" W, along the north line of said Town of Hickory Creek tract, 1353.99 feet to the POINT OF BEGINNING and containing 35.580 acres of land.



**EXHIBIT B – WRITTEN SERVICE AGREEMENT**

**NOTICE OF CONFIDENTIALITY RIGHTS:** IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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**MUNICIPAL WRITTEN SERVICES AGREEMENT BETWEEN  
THE TOWN OF HICKORY CREEK, TEXAS AND OWNER**

This Municipal Written services Agreement (“Agreement”) is entered into on 29th day of May, 2020 by and between the Town of Hickory Creek, Texas a Type A General Law municipality of the State of Texas, (“Town”) and Lennon II Family, Ltd. (“Owner”).

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Section 43.0671 of the Texas Local Government Code (“LGC”) permits the Town to annex an area if each owner of land in an area requests the annexation;

**WHEREAS**, where the Town elects to annex such an area, the Town is required to enter into a written agreement with the property owner(s) that sets forth the Town services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, Owner owns certain parcels of land situated in Denton County, Texas, which consists of approximately 35.580 acres of land in the Town's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference (“Property”);

**WHEREAS**, Owner has filed a written request with the Town for annexation of the Property (“Annexation Case”);

**WHEREAS**, Town and Owner desire to set out the Town services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, the Annexation Case and execution of this Agreement are subject to approval by the Hickory Creek Town Council; and

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, Town and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. **INTENT.** It is the intent of the Town that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the Town will provide the municipal services set forth on the attached Exhibit B, unless otherwise specified therein. As used in this Agreement, "providing services" includes having services provided by any method or means by which the Town may extend municipal services to any other area of the Town, including the Town's infrastructure extension policies and developer or property owner participation in accordance with applicable Town ordinances, rules, regulations, and policies.
4. **AUTHORITY.** Town and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the Town Council. Nothing in this Agreement guarantees favorable decisions by the Town Council.
5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
7. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Denton County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
8. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the Town does not waive or surrender any of its governmental powers or immunities.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

**TOWN OF HICKORY CREEK**

**LENNON II FAMILY LTD.**

BY: \_\_\_\_\_  
Lynn Clark, Mayor

BY: Michael L Carter  
NAME: MICHAEL L. CARTER  
TITLE: MANAGER

**STATE OF TEXAS**

**COUNTY OF DENTON**

On this day personally appeared before me MICHAEL L CARTER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed as his free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 29th day of May, 2020.



Barbara E Twaddle  
Notary Public, State of Texas

**STATE OF TEXAS**        
     
**COUNTY OF DENTON**   

On this day personally appeared before me Lynn Clark, Mayor of The Town of Hickory Creek, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed as her free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT A – LEGAL DESCRIPTION

35.580 acres situated in the M.E.P.& P.R.R CO. SURVEY, Abst. No. 915, Denton County, Texas, being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042656, Deed Records, Denton County, Texas, and a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042657, Deed Records, Denton County, Texas, and being more particularly described, as follows:

Beginning at a 1/2" iron rod capped HALFF found, the northwest corner of the tract described in deed to Town of Hickory Creek by deed recorded in Document Number 2018-39882, Deed Records, Denton County, Texas, in the east line of PARKRIDGE DRIVE (a variable width Right-of-Way}, from which a 5/8" iron rod found, the southwest corner of said Town of Hickory Creek Tract, bears S 10°27'17" E, 102.88 feet;

THENCE along the east line of said PARKRIDGE DRIVE as follows:

N 12°31'51" W. 225.65 feet to a 5/8" iron rod capped TNP found;

N 13°52'57" W. 448.21 feet to a 1/2" iron rod capped MIZELL 6165 set at the beginning of a curve to the left whose radius is 1530.00 feet and whose long chord bears N 16°25'38" W, 135.81 feet;

Along said curve, in a northerly direction, through a central angle of 05°05'15" a distance of 135.86 feet to a 1/2" iron rod capped MIZELL 6165 set at the end of said curve, at the beginning of a curve to the right whose radius is 590.50 feet and whose long chord bears N 15°24'41" W, 73.32 feet;

Along said curve, in a northerly direction, through a central angle of 07°07'07" a distance of 73.37 feet to a 5/8" iron rod capped TNP found at the end of said curve, at the beginning of a curve to the left whose radius is 309.50 feet and whose long chord bears N 17°23'26" W, 59.972 feet;

Along said curve, in a northerly direction, through a central angle of 11°07'12" a distance of 60.07 feet to a 5/8" iron rod capped TNP found at the end of said curve;

THENCE N 22°58'34" W. 135.89 feet to an aluminum disk stamped TXDOT in the southerly line of TEASLEY DRIVE (a variable width Right-of-Woy);

THENCE along the southerly line of said TEASLEY DRIVE, as follows:

N 25°22'56" W. 21.95 feet to a 1/2" iron rod capped MIZELL 6165 set;

N 38°04'53" E. 17.10 feet to a 1/2" iron rod capped MIZELL 6165 set;

S 89°41'36" E, 1612.64 feet to an aluminum disk stamped TXDOT in the east line of said Lennon II Family Limited Partnership (96-0042656) tract, for the northwest corner of the

tract described in deed to Alan Harvey Goldfield and Shirley Mae Goldfield by deed recorded in Document Number 2013-58239, Deed Records, Denton County, Texas, from which on aluminum disk stamped TXDOT, for the northeast corner of said Goldfield tract, bears N 89°41'36" E, 1339.39 feet;

THENCE S 01'24'03" E, along the east line of said Lennon II Family Limited Partnership (96-0042656) tract, passing the southeast corner of said Lennon II Family Limited Partnership (96-0042656) tract and the northeast corner of said Lennon II Family Limited Partnership (96-0042657) tract, continuing along the east line of said Lennon II Family Limited Partnership (96-0042657) tract, in all, a distance of 1029.50 feet to a 1/2" iron rod capped HALFF found, the northeast corner of said Town of Hickory Creek tract;

THENCE S 88°33'16" W, along the north line of said Town of Hickory Creek tract, 1353.99 feet to the POINT OF BEGINNING and containing 35.580 acres of land.

## **EXHIBIT B - SERVICES**

1. Fire & Emergency Medical Services: The Town contracts through an interlocal agreement for fire protection with the Lake Cities Fire Department. The Department will provide emergency and fire prevention services to the Property. These services include:
  - a. Fire suppression and rescue;
  - b. Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
  - c. Hazardous materials response and mitigation;
  - d. Emergency prevention and public education efforts;
  - e. Technical rescue response; and
  - f. Construction Plan Review and required inspections.

Fire protection from the Lake Cities Fire Department shall be provided to the Property at a level consistent with current methods and procedures presently provided to similar areas of the Town on the effective date of the ordinance.

2. Police: The Town's Police Department will provide protection and law enforcement services. Police protection shall be provided to the Property at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the ordinance. These services include:
  - a. Normal patrol and responses;
  - b. Handling of complains and incident reports;
  - c. Special units, such as traffic enforcement and investigations; and
  - d. Coordination with other public safety support agencies.

Police protection will be provided at a level consistent with other similarly situated areas within the town limits.

3. Planning, Zoning, and Building: The Town's Planning and Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
4. Publicly Owned Parks, Facilities, and Buildings:



- a. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the Town. Fees for such usage shall be in accordance with current fees established by ordinance. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the Town will provide for maintenance and operation of the same upon acceptance of legal title thereto by the Town and appropriations therefor.
- b. In the event the Town acquires any other parks, facilities, or buildings necessary for Town services within the Property, the appropriate Town department will provide maintenance and operations of the same.

Any publicly owned facility, building, or service located within the Property, and not otherwise owned or maintained by another governmental entity, shall be maintained by the Town on the effective date of the annexation ordinance.

5. Streets:

- a. The Town will maintain the public streets and streetlights over which the Town has jurisdiction. The Town will provide regulatory signage services in accordance with the Town policies and procedures and applicable laws.
- b. Emergency street maintenance shall be provided within the Property on the effective date of the applicable ordinance of acceptance.
- c. Routine maintenance will be provided within the Property and will be scheduled as part of the Town's annual program and in accordance with the current policies and procedures defined by the ordinance and/or as established by the Town Council.
- d. Any street construction or reconstruction will be considered within the Property on a Town-wide basis and within the context of the Town's CIP and/or yearly fiscal budgetary allotments by the Town Council.

6. Solid Waste, Water, and Wastewater:

- a. Solid Waste Services: The Town will provide solid waste collection services in accordance with existing Town ordinances and policies, except where prohibited by law.
- b. Solid Waste: Solid Waste and Recycling Collection Services will be provided to the Property immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the Town. Private solid waste collection service providers operating in the Property immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code.

c. Wastewater Facilities:

- i. Publicly provided wastewater service is within service areas of Lake Cities Municipal Utility Authority. LCMUA currently serves the area with wastewater services.
- ii. Operation and maintenance of wastewater facilities in the Property that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the Property will be the responsibility of the owner.

d. Water Facilities:

- i. Operation and maintenance of water facilities in the Property that are within the service area of another water utility will be responsibility of that utility.
- ii. Existing developments, business or homes that are on individual water wells or private water systems will be allowed to continue to remain on these systems until a request for water service is made to LCMUA. These requests for service will be handled in accordance with the applicable utility service line extension and connection policies currently in place at the time the request for service is received.<sup>7</sup>

7. Code Compliance: The Town's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.
8. Other Services: Other services that may be provided by the Town, such as municipal and general administration will be made available on the effective date of the annexation. The Town shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the Town with similar topography, land use, and population density similar to those reasonably contemplated or projected in the Property. Owner understands and acknowledges that the Town departments listed above may change names or be re-organized by the Town Manager. Any reference to a specific department also includes any subsequent Town department that will provide the same or similar services.
9. Uniform Level of Service Not Required: Nothing in this Service Plan shall require the Town to provide a uniform level of full municipal services to each area of the Town, including the Property's, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service in the sole discretion of the Town.

**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2020-07-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY DESIGNATING CERTAIN TRACTS OF LAND LEGALLY DESCRIBED AS A0915A M.E.P. & P.R.R. TR 16 (PT), 3.086 ACRES OF LAND AND A0915A M.E.P. & P.R.R. TR 15 AND 16 (PT), 35.580 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN; AS PD (PLANNED DEVELOPMENT); PROVIDING THAT SUCH TRACTS OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE PLANNED DEVELOPMENT ZONING DISTRICT DESIGNATION FOR THE SUBJECT PROPERTY; PROVIDING A PRELIMINARY SITE PLAN; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the owners/representatives of 3.086 acres of land and 35.580 acres of land described on Exhibit "A" attached hereto and incorporated herein (the "Property"), has applied for a zoning designation of PD (Planned Development) District; and

**WHEREAS**, such application further requested an amendment to the official Zoning District Map of the Town in accordance with the zoning ordinance of the Town; and

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

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

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

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

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

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

**SECTION 2**  
**FINDINGS**

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

**SECTION 3**  
**REZONING**

The zoning ordinance of the Town of Hickory Creek, Texas, the same being the Town's Comprehensive Zoning Ordinance, as it exists on the date of the adoption of this Ordinance (the "Comprehensive Zoning Ordinance") is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, definitions, phrases, and words are not amended but are hereby ratified and affirmed:

- A. The zoning of the Property hereby designates PD (Planned Development) District for use in accordance with the requirements of this Ordinance and all other applicable ordinances, rules, and regulations of the Town. Requirements of this Ordinance are more specifically described and set forth in Exhibits "B" and "C", which are attached hereto and incorporated herein for all purposes and shall apply to the "PD" Planned Development unless otherwise specified in such Exhibits.
- B. The development standards for this Planned Development are attached hereto as Exhibit "B" and are incorporated herein as if copied in their entirety. Such development standards shall be adhered to in carrying out the development of the Property in accordance with this Ordinance and shall individually and collectively constitute conditions precedent to the granting of any Certificate of Occupancy and building permit for all structures within this Planned Development.

C. A conceptual site plan for the Property is attached hereto as Exhibit "C" and incorporated herein as if copied in its entirety.

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

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

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

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

**SECTION 6**  
**CUMULATIVE**

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

**SECTION 7**  
**SAVINGS**

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

**SECTION 8**  
**SEVERABILITY**

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

**SECTION 9**  
**PENALTY**

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

**SECTION 10**  
**PUBLICATION**

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

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

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

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek,  
Texas, this 27<sup>th</sup> day of July, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**Tract 1**

Being a tract of land in the MEP&P RR CO Survey, Abstract No. 915, Denton County, Texas, being a part of that called 10.14 acre tract of land described in Warranty Deed to the Lennon II Family Limited Partnership, as recorded in Document No. 96-R0046257 in the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod with cap stamped "TNP" for the common southwest corner of said 10.14 acre tract of land, the southeast corner of that called 0.1411 acre tract of land described in Right-of-Way Deed to the City of Corinth as recorded in Document No. 2011-73086 in the Official Records of Denton County, Texas (O.R.D.C.T.), the northwest corner of that called 3.2515 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-57560 O.R.D.C.T., and being on the east right-of-way line of Park Ridge Drive (variable width right-of-way);

THENCE North 12 degrees 30 minutes 08 seconds West, along said east right-of-way line, a distance of 101.89 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with HALFF cap") for corner;

THENCE North 88 degrees 33 minutes 10 seconds East, departing said east right-of way line, a distance of 1,354.20 feet to a 1/2-inch set iron rod with "HALFF" cap for corner on the common east line of said 10.14 acre tract of land and the west line of that called 37.4620 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-58239 O.R.D.C.T.;

THENCE South 01 degree 24 minutes 06 seconds East, along said common line, a distance of 70.00 feet to a 1/2-inch set iron rod with "HALFF" cap for the common southwest corner of said 37.4620 acre tract of land and an ell corner of said 3.2515 acre tract of land;

THENCE South 00 degrees 22 minutes 00 seconds East, departing said common line, a distance of 30.01 feet to a found iron rod with aluminum cap stamped "SURVEY MARKER DO NOT DISTURB" for the common southeast corner of said 10.14 acre tract of land and an ell corner of said 3.2515 acre tract of land;

THENCE South 88 degrees 33 minutes 10 seconds West, along the common south line of said 10.14 acre tract of land and a north line of said 3.2515 acre tract of land, a distance of 1,334.04 feet to the POINT OF BEGINNING AND CONTAINING 134,431 square feet or 3.086 acres of land, more or less.

**Tract 2**

35.580 acres situated in the M.E.P.& P.R.R CO. SURVEY, Abst. No. 915, Denton County, Texas, being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042656, Deed Records, Denton County, Texas, and a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-0042657, Deed Records, Denton County, Texas, and being more particularly described, as follows:



Beginning at a 1/2" iron rod capped HALFF found, the northwest corner of the tract described in deed to Town of Hickory Creek by deed recorded in Document Number 2018-39882, Deed Records, Denton County, Texas, in the east line of PARKRIDGE DRIVE (a variable width Right-of-Way), from which a 5/8" iron rod found, the southwest corner of said Town of Hickory Creek Tract, bears S 10°27'17" E, 102.88 feet;

THENCE along the east line of said PARKRIDGE DRIVE as follows:

N 12°31'51" W, 225.65 feet to o 5/8" iron rod capped TNP found;

N 13°52'57" W, 448.21 feet to o 1/2" iron rod capped MIZELL 6165 set at the beginning of a curve to the left whose radius is 1530.00 feet and whose long chord bears N 16°25'38" W, 135.81 feet;

Along said curve, in a northerly direction, through a central angle of 05°05'15" a distance of 135.86 feet to a 1/2" iron rod capped MIZELL 6165 set at the end of said curve, at the beginning of a curve to the right whose radius is 590.50 feet and whose long chord bears N 15°24'41" W, 73.32 feet;

Along said curve, in a northerly direction, through a central angle of 07°07'07" a distance of 73.37 feet to a 5/8" iron rod capped TNP found at the end of said curve, at the beginning of a curve to the left whose radius is 309.50 feet and whose long chord bears N 17°23'26" W, 59.972 feet;

Along said curve, in a northerly direction, through a central angle of 11°07'12" a distance of 60.07 feet to a 5/8" iron rod capped TNP found at the end of said curve;

THENCE S 01°24'03" E, along the east line of said Lennon II Family Limited Partnership (96-0042656) tract, passing the southeast corner of said Lennon II Family Limited Partnership (96-0042656) tract and the northeast corner of said Lennon II Family Limited Partnership (96-0042657) tract, continuing along the east line of said Lennon II Family Limited Partnership (96-0042657) tract, in all, a distance of 1029.50 feet to a 1/2" iron rod capped HALFF found, the northeast corner of said Town of Hickory Creek tract;

THENCE S 88°33'16" W, along the north line of said Town of Hickory Creek tract, 1353.99 feet to the POINT OF BEGINNING and containing 35.580 acres of land.

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

- A. Commercial Tract (10.218 acres). Comply with current Town Zoning regulations.
- a. Southeast corner of Teasley Drive and Parkridge Drive zoned C-2 as a single lot with a maximum area of 60,000 square feet.
  - b. Balance of the Tract zoned C-1 proposed to be subdivided into a maximum of 10 lots.
- B. Single Family Planned Development (PD) Tract – (25.448 acres) per Zoning Concept Plan Exhibit
- Developer shall create a Mandatory Homeowners Association for all lots and homeowners within the single-family zoned section. The HOA will be responsible for enforcing CC&Rs covering the Community and maintenance of all common area landscape, irrigation and improvements.
  - Min. Lot Size 50' x 120'
  - Lot Size 60' x 120'
  - Percentage of lots: 50's – 48% and 60's – 52%
  - Gross Density: 3.44 lots/acre
  - Minimum Lot Requirements:
    - Lot Width as depicted on Zoning Exhibit showing typically 50' and 60' wide lots except irregular sized lots such as corner lot conditions
    - Lot Depth: 100-foot minimum (typically 120 feet except irregular lot conditions)
    - Building front yard: 20-foot minimum
    - Building rear yard: 20-foot minimum
    - Building interior side yard: 5-foot minimum, 10-feet on corner lot conditions
  - Tree Requirement, 2 in the front, 1 in the back. (min. 3" caliper measured 48" above ground).
  - Sidewalks constructed with each house to be completed prior to Certificate of Occupancy
  - Home elevation not repeated within 6 lots
  - Lot 1X, 2X, 3X, 4X and 5X in Block 2, and Lot 1X in Block 3 shall contain Public Utility Easements dedicated to Town of Hickory Creek for facility improvements and be open space maintained by the HOA for storm drainage improvements for the Community as noted on the Final Plat
  - Lot 5X shall be improved with playground equipment and picnic tables for the benefit of the homeowners and will be maintained by the HOA
  - At each building permit issuance, builder shall pay a Roadway Impact Fee of \$1,100

Development Agreement with City to include by separate document:

- Developer construct a hike & bike trail as shown on Zoning Exhibit along the southern boundary of the subdivision owned by Town of Hickory Creek, improvements to include:
  - 10-foot wide hike and bike trail with
  - Irrigation system
- Developer participation for amenities in the Trail System, i.e. benches, trash cans, bike racks and lights)
- Landscaped entrance with monument signage identifying subdivision (consistent to Steeplechase)
- 80% masonry requirement





**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2020-0727-\_\_**

**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 SPECIAL WARRANTY DEED FROM THE TOWN OF HICKORY CREEK, TEXAS TO LENNON II FAMILY LIMITED PARTNERSHIP; 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 finds:

1. that it owns the property identified in the Special Warranty Deed (the “Deed”) attached hereto as Exhibit A;
2. that the land described in the Deed is being conveyed to an abutting fee simple property owner;
3. that the land described in the Deed is a narrow strip of land that cannot be independently used under applicable subdivision, zoning, or other development control ordinances due to its shape, lack of access to public roads, or small area;
4. that the land described in the Deed was previously given to the Town by the proposed Grantee for nominal consideration; and
5. that the transfer of the land described in the Deed is made in proportion to the neighboring property owner abutting fee simple ownership in an equitable manner.

**WHEREAS**, upon full review and consideration of the Deed, and all matters attendant and related thereto, the Town Council is of the opinion that it should be executed, 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 Deed 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 27<sup>th</sup> day of July, 2020

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

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STATE OF TEXAS            )  
  )  
COUNTY OF DENTON        )

**SPECIAL WARRANTY DEED**

**Basic Information**

**Date:** July \_\_\_\_, 2020

**Grantor:** The Town of Hickory Creek, Texas

**Grantor's Mailing Address:** 1075 Ronald Reagan Ave., Hickory Creek, Texas 75065

**Grantee:** Lennon II Family Limited Partnership

**Grantee's Mailing Address:** \_\_\_\_\_

**Consideration:** Ten Dollars Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto.

**Property (including any improvements):** The real property described on Exhibit A, attached hereto and incorporated herein for all purposes.

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:** Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title it taken; validly existing easements, rights of way, and prescriptive rights, whether of record or not; and all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by,





## EXHIBIT A

Being a tract of land in the MEP&P RR CO Survey, Abstract No. 915, Denton County, Texas, being a part of that called 10.14 acre tract of land described in Warranty Deed to the Lennon II Family Limited Partnership, as recorded in Document No. 96-R0046257 in the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod with cap stamped "TNP" for the common southwest corner of said 10.14 acre tract of land, the southeast corner of that called 0.1411 acre tract of land described in Right-of-Way Deed to the City of Corinth as recorded in Document No. 2011-73086 in the Official Records of Denton County, Texas (O.R.D.C.T.), the northwest corner of that called 3.2515 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-57560 O.R.D.C.T., and being on the east right-of-way line of Park Ridge Drive (variable width right-of-way);

THENCE North 12 degrees 30 minutes 08 seconds West, along said east right-of-way line, a distance of 101.89 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with HALFF cap") for corner;

THENCE North 88 degrees 33 minutes 10 seconds East, departing said east right-of-way line, a distance of 1,354.20 feet to a 1/2-inch set iron rod with "HALFF" cap for corner on the common east line of said 10.14 acre tract of land and the west line of that called 37.4620 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-58239 O.R.D.C.T.;

THENCE South 01 degree 24 minutes 06 seconds East, along said common line, a distance of 70.00 feet to a 1/2-inch set iron rod with "HALFF" cap for the common southwest corner of said 37.4620 acre tract of land and an ell corner of said 3.2515 acre tract of land;

THENCE South 00 degrees 22 minutes 00 seconds East, departing said common line, a distance of 30.01 feet to a found iron rod with aluminum cap stamped "SURVEY MARKER DO NOT DISTURB" for the common southeast corner of said 10.14 acre tract of land and an ell corner of said 3.2515 acre tract of land;

THENCE South 88 degrees 33 minutes 10 seconds West, along the common south line of said 10.14 acre tract of land and a north line of said 3.2515 acre tract of land, a distance of 1,334.04 feet to the POINT OF BEGINNING AND CONTAINING 134,431 square feet or 3.086 acres of land, more or less.





July 17, 2020  
AVO 35309.001

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

**RE: The Alcove at Hickory Creek (formerly Hickory Farms Addition)  
Replat Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek approved a Final Plat for Hickory Farms Addition in August 2019. A revised plat was submitted for signatures on June 25, 2020. The name of the subdivision was changed to "The Alcove at Hickory Creek," and a final version of the Replat was submitted July 16, 2020. The surveyor is Pettit & Associates. The owner is MM Hickory Creek 24, LLC.

**Halff reviewed the Replat and recommends approval.**

For your information, the following is a list of changes from the Final Plat approved in August 2019 reflected in this Replat.

1. The name of the subdivision was changed to "The Alcove at Hickory Creek."
2. Notes were modified to remove those specific to Denton County.
3. A variable width sanitary sewer easement was added along the eastern boundary of Block A, Lot 2X.
4. Block A, Lot 1X, an open space and drainage easement, was moved west approximately 120 feet from its previous location, and Lots 14-15 were subsequently shifted east.
5. A 20' waterline easement was added to the eastern boundary of Block A, Lot 1X.
6. The Line Table was amended to reflect the new easement in Block A, Lot 2X.
7. An existing 20' utility easement was added along the eastern boundary of Ronald Reagan Avenue right-of-way.
8. Existing utility and TXU gas easements were added east of Ronald Reagan Avenue.
9. There is a slight modification in the metes and bounds description of the property (see markup).
10. A signature block was added for LCMUA approval.
11. Note 1 has additional language regarding LCMUA's rights to operate and maintain facilities within easements.



Ms. Chris Chaudoir  
Town of Hickory Creek  
July 17, 2020  
Page 2

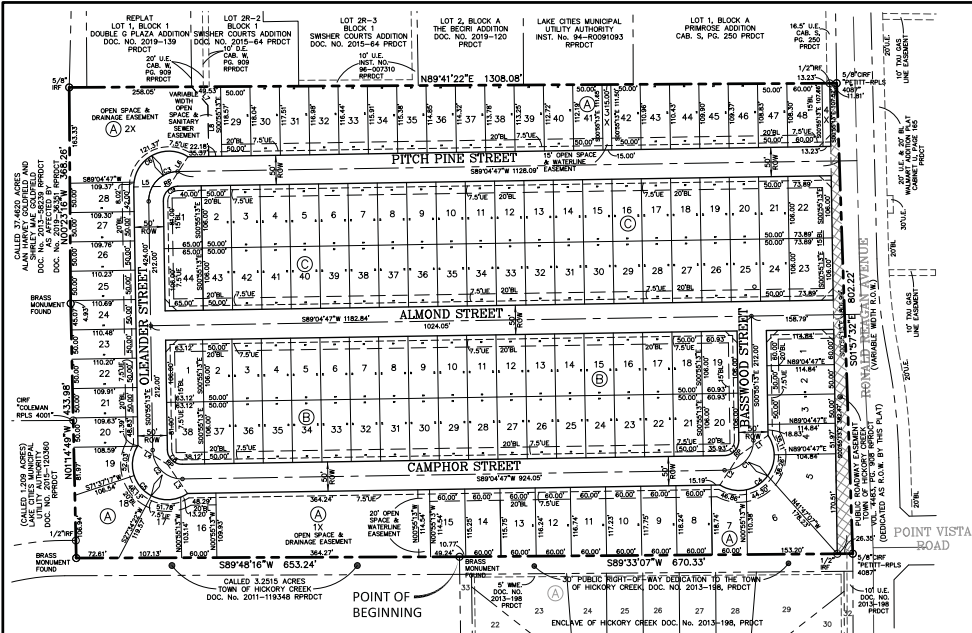
Sincerely,

**HALFF ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read "Lee Williams", written in a cursive style.

Lee Williams, PE  
Project Manager

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



**OWNER'S CERTIFICATION**  
 STATE OF TEXAS §  
 COUNTY OF DENTON §

WHEREAS MM HICKORY CREEK 24, LLC, is the owner of that certain tract of land situated in the H.H. SWISHER SURVEY, ABSTRACT NO. 1220, Hickory Creek, Denton County, Texas, and being all of that certain tract of land described in Special Warranty Deed with Vendor's Lien to MM Hickory Creek, LLC recorded in Document Number 2019-35258, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

**BEGINNING** at a brass monument found for the Northwest corner of the Enclave of Hickory Creek, an addition to the Town of Hickory Creek, Denton County, Texas according to the plat thereof recorded in Document No. 2013-198, of the Plat Records of Denton County, Texas, (PRDCT) also being in the south line of said MM Hickory Creek 24 tract, also being the northwest corner of a called 3.2515 acre tract of land described in Special Warranty Deed to the Town of Hickory Creek, Texas recorded in Document Number 2011-119348, RPRDCT;

Thence South 89°48'16" West along the common south line of said MM Hickory Creek 24 tract and the north line of said 3.2515 acre tract, a distance of 653.24 feet to a brass monument found for the southwest corner of said MM Hickory Creek 24 tract, also being an angle point in said 3.2515 acre tract;

Thence North 01°4'49" West, with the common west line of said MM Hickory Creek 24 tract, the north line of said 3.2515 acre tract, the east line of a called 1.209 acre tract of land described in Special Warranty Deed to Lake Cities Municipal Utility Authority recorded in Document Number 2015-58239, RPRDCT and the east line of a called 37.4620 acre tract of land described in Special Warranty Deed to Alan Hawley Goldfield and Shirley Mae Goldfield recorded in Document Number 2013-58239, RPRDCT as affected by Executors Deed recorded in Document Number 2019-36351, RPRDCT, a distance of 433.98 feet to a brass disk found for an angle point;

Thence North 00°23'16" West, continuing with the common line of said MM Hickory Creek 24 tract and said 37.4620 acre tract, a distance of 368.26 feet to a 5/8-inch iron rod found for the northwest corner of said MM Hickory Creek 24 tract;

THENCE North 89°41'22" East, with the north line of said MM Hickory Creek 24 tract a distance of 1308.08 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for the northeast corner of said 24.277 acre tract and being in the west right of way line of Ronald Reagan Avenue (to variable width Public Right-of-Way at this point);

THENCE South 01°57'32" East, with the west right of way line of said Ronald Reagan Avenue, a distance of 802.22 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for the southeast corner of said 24.277 acre tract, and being the northeast corner of said Enclave of Hickory Creek and being in the north line of a 30 foot right-of-way dedicated by said Enclave of Hickory Creek plat;

THENCE South 89°33'07" West, with the common line of said MM Hickory Creek 24 tract and said 30 foot right-of-way dedicated by said Enclave of Hickory Creek plat, a distance of 670.33 feet to the POINT OF BEGINNING, and containing 24.277 acres of land, more or less.

**OWNER'S DEDICATION**  
 NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, MM HICKORY CREEK 24, LLC, a Texas Limited Liability Company, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as THE ALCOVE AT HICKORY CREEK, an addition to the Town of Hickory Creek, Denton County, Texas, and does hereby dedicate to the Town of Hickory Creek (The Town), in fee simple, the streets and public use areas shown hereon, and does hereby dedicate the easements shown hereon for the purposes indicated to the exclusive use forever of The Town, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements on said plat. At the discretion of The Town and subject to its written approval, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the Town use thereof. Any public utility given the right by The Town to use easements shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easements. Any public utility shall at all times have the right of ingress and egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity of any line procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular the above described streets, easements and rights unto The Town against every person whomsoever comes lawfully claiming or to claim the same or any part thereof. This property is located within The Town of Hickory Creek. This plat approval is subject to all the plotting ordinances, rules and regulations of The Town of Hickory Creek, Denton County, Texas.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

MM HICKORY CREEK 24, LLC  
 A TEXAS LIMITED LIABILITY COMPANY

BY: MAM VENTURES, LLC,  
 A TEXAS LIMITED LIABILITY COMPANY  
 ITS MANAGER

BY: 2M VENTURES, LLC,  
 A DELAWARE LIMITED LIABILITY COMPANY  
 ITS MANAGER

BY: \_\_\_\_\_  
 NAME: MEHRDAD MOAYEDI  
 ITS: MANAGER

STATE OF TEXAS §  
 COUNTY OF DALLAS §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020 BY MEHRDAD MOAYEDI, MANAGER OF 2M VENTURES, LLC, AS MANAGER OF MAM VENTURES, LLC, AS MANAGER OF MM HICKORY CREEK 24, LLC, A TEXAS LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

**SURVEYOR'S CERTIFICATE**  
 KNOW ALL MEN BY THESE PRESENTS:

THAT I, JAMES M. WHITKANACK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED AND THE FIELD NOTES MAKE A PART HEREOF FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE FOUND OR PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE TOWNSHIP OF HICKORY CREEK SUBDIVISION REGULATIONS.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

FOR PETITT & ASSOCIATES (TPLS Firm Registration No. 101068):

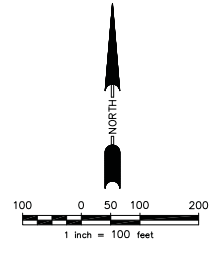
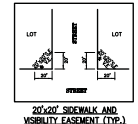
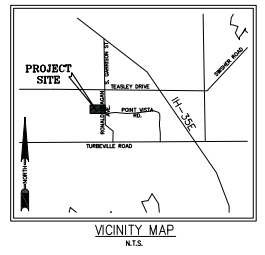
JAMES M. WHITKANACK, RPLS No. 61134

STATE OF TEXAS §  
 COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JAMES M. WHITKANACK, WHO KNOWS THE CONTENTS AND WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS:  
 MY COMMISSION EXPIRES: \_\_\_\_\_



- NOTES:**
- Water service and sanitary sewer service to be provided by Lake Cities Municipal Utility Authority. Lake Cities Municipal Utility Authority shall have the right to operate and maintain the sanitary sewer and waterlines and appurtenances within the sanitary sewer and waterline easements located in Lots 1, 2A, & 3X. Restoration of disturbed areas, repair, or replacement of temporary and permanent structures shall be full responsibility of the HOA within the sanitary sewer and waterline easements.
  - All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings, and other obstructions to the operation and maintenance of the drainage facility.
  - Blocking the flow of water or constructing improvements in surface drainage easements, and filling or obstructing the roadway is prohibited.
  - The bearings shown and recited herein are referenced to the Texas Coordinate System of 1983 ~ North Central Zone No. 4202 ~ NAD 83(2011), all distances are surface distances with a surface to grid factor of 0.99984839.
  - \*\* Subject property lies within Zone X (unshaded area), defined as "Area determined to be outside the 0.2% annual chance floodplain, according to Federal Emergency Management Agency Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, Number 4812103256, Revision Date April 18, 2011. Absence of floodplain lines herein is according to this map.
  - The subject property is the same as the property described in Exhibit "A" of Hickory Farms Development Agreement, recorded in Document Number 2019-32296 DRDCT.

LINE	BEARING	DISTANCE
L1	S85°31'20"W	60.00'
L2	S32°28'13"W	60.00'
L3	S34°28'00"E	60.00'
L4	S27°21'47"E	60.00'
L5	S89°04'17"W	60.00'
L6	S32°38'13"W	60.00'
L7	S41°17'48"E	42.66'
L8	S00°05'13"E	60.00'

NO.	DELTA	RADIUS	CHORD	DIRECTION	CHORD	LENGTH
C1	90°00'00"	50.00'	N44°04'47"E	70.71'	78.54'	
C2	90°00'00"	50.00'	S42°32'13"E	70.71'	78.54'	
C3	90°00'00"	50.00'	S44°04'17"W	70.71'	78.54'	
C4	157°06'53"	60.00'	N44°04'47"E	117.61'	164.53'	
C5	157°06'53"	60.00'	S42°32'13"E	117.61'	164.53'	
C6	123°13'06"	60.00'	S60°01'26"W	108.74'	158.30'	
C7	90°00'00"	28.00'	N44°04'47"E	35.36'	39.27'	
C8	90°00'00"	28.00'	S42°32'13"E	35.36'	39.27'	
C9	90°00'00"	28.00'	S44°04'47"E	35.36'	39.27'	

**LEGEND**

UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
WME	WALL MAINTENANCE EASEMENT
CRF	CAPPED IRON ROD FOUND
CRS	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET
IRF	IRON ROD FOUND
R/W	RIGHT-OF-WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
RP	RADIUS POINT
○	IDENTIFIES SUBDIVISION BLOCK
PRDCT	REAL PROPERTY RECORDS
PLAT	PLAT RECORDS, DENTON COUNTY, TEXAS
VOL.	VOLUME
CAB.	CABINET
PAGE	PAGE
DOC. NO.	DOCUMENT NUMBER
◇	IDENTIFIES STREET NAME CHANGE

**RECOMMENDED FOR APPROVAL**

Chairman, Planning and Zoning Commission Date \_\_\_\_\_  
 Town of Hickory Creek, Texas

**APPROVED AND ACCEPTED**

Mayor, Town of Hickory Creek, Texas Date \_\_\_\_\_

The undersigned, the Town Secretary of the Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of THE ALCOVE AT HICKORY CREEK subdivision to the Town of Hickory Creek was submitted to the town council on the \_\_\_\_ day of \_\_\_\_\_, 2020, and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and said council further authorized the Mayor to note the acceptance thereof by signing his/her name as hereinafter subscribed.

Witness my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

Town Secretary  
 Town of Hickory Creek, Texas

LCMUA SIGNATURE BLOCK

On the \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, all permanent Lake Cities Municipal Utility Authority (LCMUA) easement dedicated per this plat were approved and accepted by LCMUA.

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

Mike Fairfield  
 General Manager  
 LCMUA

**REPLAT**  
**THE ALCOVE AT HICKORY CREEK**  
 24.277 ACRES  
 130 RESIDENTIAL LOTS  
 4 NON-RESIDENTIAL LOTS  
**STREET RIGHT-OF-WAY = 5.096 ACRES**  
 SITUATED IN THE  
 H.H. SWISHER SURVEY, ABSTRACT NO. 1220  
 TOWN OF HICKORY CREEK  
 DENTON COUNTY, TEXAS

**PETITT & ASSOCIATES**  
 ENGINEERING SURVEYING CONSTRUCTION ADMINISTRATION  
 TPLS FIRM REGISTRATION NO. 101068  
 1651 Glenville Drive, Suite 212 Tel. No. (214) 221-9955  
 Richardson, Texas 75081 Fax No. (214) 340-3550  
 DATE: JULY 2020 SCALE: 1"= 100'  
 MWHITKANACK/PETITT/SOLUTIONS JOB NO. 17015-00

OWNER: MM HICKORY CREEK 24, LLC  
 1800 WILLEY NEW LANE  
 SUITE 200  
 FARGO BRANCH, TEXAS 75234  
 PHONE: (469) 892-7200



July 23, 2020  
AVO 37638.200

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

**RE: 121 Wild Oak Lane – Final Plat  
2<sup>nd</sup> Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received a Final Plat application for 121 Wild Oak Lane (Oak Creek Addition, Block A, Lot 1) on June 18, 2020. A revised plat was submitted July 17, 2020. The surveyor is Eagle Surveying, LLC. The owner is Steven Lee Hammond & Vicky Lynne Hammond. Halff has reviewed the Final Plat; comments are in the letter below:

**Halff recommends approval of the Final Plat.**

The following comments are offered to document differences in current zoning requirements and dimensions of this lot.

1. The following are differences between this plat and SF-2 zoning:
  - a. Side yard setback for SF-2 should be 25' according to Art. VIII Sec. 3(2) of the Town's ordinances, which states the side yard on a corner lot shall be not less than 100% of front yard. **However, this is a corner lot only because of a 30-foot unimproved right-of-way that leads to the US Army Corps of Engineers property and flowage easement for Lake Lewisville. Therefore, we believe this can be treated as a normal lot and the 15-foot setback is sufficient.**
  - b. Width of lot shall not be less than 100' at the building line according to Art. VIII, Sec. 3(4) of the Town's ordinances. **However, this lot was originally platted before the current zoning ordinances, and the lot measures approximately 85 feet wide.**

This review was conducted following the requirements listed in the Final Plat Checklist, though no Preliminary Plat application process has been conducted. We assumed the stormwater requirements, grading plans, and site plan are not required based on the purpose of this Final Plat, which is to establish an official lot of record from a tract of land as stated in the application.



Ms. Chris Chaudoir  
Town of Hickory Creek  
July 23, 2020  
Page 2

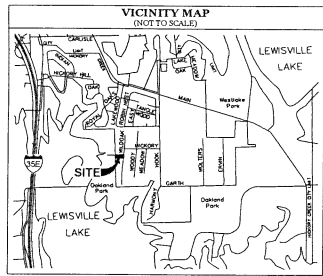
Sincerely,

**HALFF ASSOCIATES, INC.**

A handwritten signature in blue ink that reads "Lee Williams".

Lee Williams, PE  
Project Manager

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



**GENERAL NOTES**

- 1.) The purpose of this plat is to create an official record from a tract of land.
- 2.) This property is located in "Non-shaded Zone X", "Shaded Zone X" and "Zone AE" according to the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 as shown on Map Number 48121C035G.
- 3.) The grid coordinates shown on this plat are based on GPS observations utilizing the AITerra RTKNET Cooperative network, NAD 83(2011) State Plane Coordinate System (Texas North Central Zone - 4202).
- 4.) Setting a portion of this addition by metes and bounds is a violation of Town Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
- 5.) All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless otherwise.
- 6.) The bearings shown on this plat are based on GPS observations utilizing the AITerra RTKNET Cooperative network, NAD 83(2011) Datum.

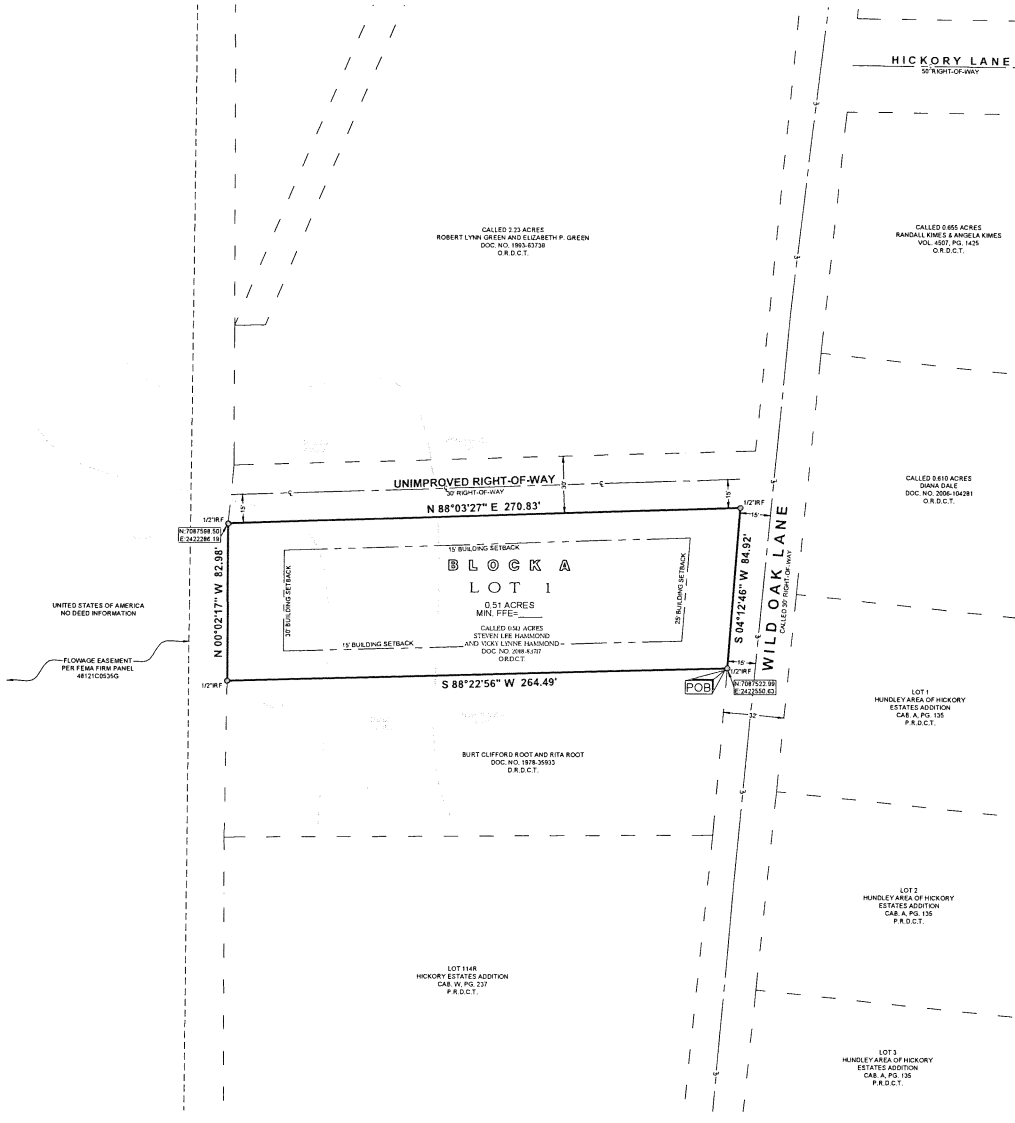
**LEGEND**

- PG = PAGE
- VOL = VOLUME
- POB = POINT OF BEGINNING
- IRP = IRON ROD FOUND
- CRF = CAPPED IRON ROD FOUND
- DOC. NO. = DOCUMENT NUMBER
- BEEN RECORDS = BEEN RECORDS
- D.R.D.C.T. = DENTON COUNTY, TEXAS
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS

Project 2005.042-02	<p><b>EAGLE SURVEYING, LLC</b> 210 S. Elm Street, Suite: 104 Denton, TX 76201 (940) 222-3009 TX Firm #10194177</p>
Date 06/11/2020	
Drafter JDC	

**SURVEYOR**  
Eagle Surveying, LLC  
Contact: John Cox  
210 S. Elm Street, Suite 104  
Denton, TX 76201  
(940) 222-3009

**OWNER**  
Steven Lee Hammond &  
Vicky Lynne Hammond  
2700 Cheyenne Drive  
Mockney, TX 75707  
(816) 576-5765



**OWNER'S CERTIFICATE & DEDICATION**

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS STEVEN LEE HAMMOND and VICKY LYNNE HAMMOND are the owners of a 0.51 acre tract of land situated in the LOWRY COBB SURVEY, ABSTRACT NUMBER 284, Town of Hickory Creek, Denton County, Texas, being all that called 0.513 acre tract of land conveyed by General Warranty Deed particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2-inch iron rod found at the Southeast corner of said Hammond tract, being in the West right-of-way line of Wild Oak Lane (30-foot right-of-way) and being at the Northeast corner of a tract of land described in a deed to Burt Clifford Root and Rita Root, recorded in Document Number 1978-35933, Deed Records of Denton County, Texas;

**THENCE** South 83°22'56" West, departing the West right-of-way line said Wild Oak Lane, with the South line of said Hammond tract and the common line of said Root tract, a distance of 264.60 feet to a 1/2-inch iron rod found at the Southwest corner of said Hammond tract, being at the Northwest corner of said Root tract and being in the East line of a tract of land to the United States of America (no deed of record found);

**THENCE** North 00°02'17" West, with the West line of said Hammond tract and the common line of said United States of America tract, a distance of 82.96 feet to a 1/2-inch iron rod found at the Northwest corner of said Hammond tract and being in the South line of an unimproved right-of-way (no name of record found);

**THENCE** North 88°03'27" East, with the North line of said Hammond tract and with the South right-of-way line of unnamed street, a distance of 270.32 feet to a 1/2-inch iron rod found at the Northeast corner of said Hammond tract and being at the intersecting point of the South right-of-way line of said unnamed street and the West right-of-way line of said Wild Oak Lane;

**THENCE** South 04°12'46" West, departing the South right-of-way line of said unnamed street, with the East line of said Hammond tract and with the West right-of-way line of said Wild Oak Lane, a distance of 84.92 feet to the POINT OF BEGINNING and containing 0.51 acres of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, STEVEN LEE HAMMOND and VICKY LYNNE HAMMOND, do hereby adopt this plat, designating herein described property as OAK CREEK ADDITION, an addition to the Town of Hickory Creek County, Texas, and do hereby dedicate to public use forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the drainage and utility easements as shown. Said drainage and utility easements being hereby reserved for the mutual use and accommodation of all public utilities desiring to use same. All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on the drainage and utility easement and all public utilities shall at all times have the full right of ingress and access to or from and upon the said drainage and utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone.

OWNERS: STEVEN LEE HAMMOND and VICKY LYNNE HAMMOND

BY: Steven Lee Hammond \_\_\_\_\_ Date \_\_\_\_\_  
Owner

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared STEVEN LEE HAMMOND, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public in and for the State of Texas

BY: Vicky Lynne Hammond \_\_\_\_\_ Date \_\_\_\_\_  
Owner

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared VICKY LYNNE HAMMOND, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public in and for the State of Texas

**CERTIFICATE OF SURVEYOR**

STATE OF TEXAS §  
COUNTY OF DENTON §

I, TED A. GOSSETT, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown herein were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the Town of Hickory Creek, Denton County, Texas.

**PRELIMINARY**

This document shall not be recorded for any purpose and shall not be used or relied upon as a "504" survey document.

Ted A. Gossett, R.P.L.S. # 5981 \_\_\_\_\_ Date \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared TED A. GOSSETT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

John Cox, Notary Public in and for the State of Texas

**CERTIFICATE OF APPROVAL**

**RECOMMENDED FOR APPROVAL**

Chairman, Planning and Zoning Commission \_\_\_\_\_ Date \_\_\_\_\_  
Town of Hickory Creek, Texas

**APPROVED AND ACCEPTED**

Mayor, Town of Hickory Creek, Texas \_\_\_\_\_ Date \_\_\_\_\_

The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the Oak Creek Addition to the Town of Hickory Creek was submitted to the town council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and said council further authorized the Mayor to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Town Secretary, Town of Hickory Creek, Texas

**FINAL PLAT  
OAK CREEK ADDITION  
BLOCK A, LOT 1**

BEING 0.51 ACRES OF LAND SITUATED IN THE  
LOWRY COBB SURVEY, ABSTRACT NO. 284,  
TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS



**Town of Hickory Creek**  
**2020-2021 Fiscal Year Budget and Taxation Calendar**

Monday July 27 <sup>th</sup>	<p><b>Regular Meeting of the Town Council</b></p> <ul style="list-style-type: none"> <li>• Discussion regarding the 2020-2021 Fiscal Year Budget.</li> </ul>
Monday, August 3 <sup>rd</sup>	<p><b>Special Meeting of the Town Council</b></p> <ul style="list-style-type: none"> <li>• Vote to consider a proposed tax rate and schedule public hearing on September 14, 2020 (Special Council Meeting) if the proposed tax rate exceeds the no-new-revenue rate.</li> <li>• Vote to schedule a Public Hearing for the Budget on August 24, 2020.</li> </ul>
Tuesday, August 4 <sup>th</sup>	<p><b>Proposed Budget placed on file with Town Secretary</b> TEX. LOC. GOV'T CODE § 102.005 (<i>before 30<sup>th</sup> day before tax rate is adopted</i>)</p>
Saturday, August 8 <sup>th</sup>	<p>Notice of Budget Hearing Published TEX. LOC. GOV'T CODE § 102.0065 (<i>not later than 10<sup>th</sup> day before the budget hearing</i>)</p>
Monday, August 24 <sup>th</sup>	<p><b>Regular Meeting of the Town Council</b></p> <ul style="list-style-type: none"> <li>• Public Hearing on the budget. TEX. LOC. GOV'T CODE §102.0065 (<i>15 days or more after filing with Town Secretary, but before tax levy</i>).</li> <li>• Adoption of 2020-2021 Fiscal Year Budget</li> </ul>
Monday, September 14 <sup>th</sup>	<p><b>Special Meeting of the Town Council</b></p> <ul style="list-style-type: none"> <li>• Public Hearing on Tax Rate Increase (if proposed tax rate exceeds the no-new-revenue rate.)</li> <li>• Adoption of 2020 Tax Rate</li> </ul>

# Town of Hickory Creek 2020-2021 Fiscal Year Budget Worksheet

0.00

	2018-19 FY Actuals	2019-20 FY Actuals as of 6/30/20	2019-20 FY Adopted Budget 9/3/19	2019-20 FY Amended Budget 5/26/20	2020-21 FY Proposed Budget	Variations from 2019-2020 FY Adopted Budget
<b>Ad Valorem Tax Revenue</b>						
4002 M&O	1,140,934.86	1,200,279.77	1,217,088.00	1,217,088.00	1,267,088.00	
4004 M&O Penalties & Interest	4,853.64	3,548.82	5,000.00	2,000.00	4,500.00	
4006 Delinquent M&O	18,839.39	5,600.13	3,500.00	5,000.00	5,000.00	
4008 I&S Debt Service	802,125.34	796,657.63	807,829.00	807,829.00	812,180.00	
4010 I&S Penalties & Interest	2,550.33	2,359.68	3,000.00	1,500.00	2,500.00	
4012 Delinquent I&S	16,420.66	4,294.09	2,500.00	4,000.00	4,000.00	
<b>Total Ad Valorem Tax Revenue</b>	<b>1,985,724.22</b>	<b>2,012,740.12</b>	<b>2,038,917.00</b>	<b>2,037,417.00</b>	<b>2,095,268.00</b>	<b>2.76%</b>
<b>Building Department Revenue</b>						
4102 Building Permits	310,674.10	543,217.41	275,000.00	502,000.00	350,000.00	
4104 Certificate of Occupancy	2,700.00	400.00	2,000.00	300.00	500.00	
4106 Contractor Registration	5,325.00	4,475.00	5,000.00	4,000.00	5,000.00	
4108 Preliminary/ Final Plat	5,595.00	5,262.25	0.00	7,500.00	0.00	
4110 Preliminary/Final Site Plan	500.00	0.00	0.00	0.00	0.00	
4112 Health Inspections	9,200.00	9,200.00	10,000.00	10,000.00	10,000.00	
4122 Septic Permits	850.00	0.00	0.00	0.00	0.00	
4124 Sign Permits	3,330.00	1,655.00	3,000.00	2,000.00	1,600.00	
4126 Special Use Permit	4,000.00	0.00	200.00	200.00	200.00	
4128 Variance Fee	500.00	750.00	500.00	500.00	500.00	
4130 Vendor Fee	75.00	0.00	75.00	75.00	75.00	
4132 Alarm Permit Fees	700.00	1,150.00	800.00	1,200.00	1,200.00	
<b>Total Building Department Revenue</b>	<b>343,449.10</b>	<b>566,109.66</b>	<b>296,575.00</b>	<b>527,775.00</b>	<b>369,075.00</b>	<b>24.45%</b>
<b>Franchise Fee Revenue</b>						
4202 Atmos Energy	39,934.96	40,003.43	42,000.00	40,003.00	40,500.00	
4204 Charter Communications	41,255.20	29,723.26	42,500.00	42,500.00	39,000.00	
4206 Century Link	2,571.99	1,512.13	2,000.00	2,000.00	1,500.00	
4208 CoServ	4,691.49	3,804.52	4,200.00	4,200.00	4,200.00	
4210 Oncor Electric	144,600.76	137,818.62	148,000.00	137,825.00	138,000.00	
4212 Republic Services	41,966.65	31,813.66	44,000.00	44,000.00	44,500.00	
<b>Total Franchise Fee Revenue</b>	<b>275,021.05</b>	<b>244,675.62</b>	<b>282,700.00</b>	<b>270,528.00</b>	<b>267,700.00</b>	<b>-5.31%</b>
<b>Interest Revenue</b>						
4302 Animal Shelter Interest	241.97	107.36	0.00	100.00	0.00	
4308 Drug Forfeiture Interest	1.16	0.64	0.00	1.00	0.00	
4310 Drug Seizure Interest	0.56	0.46	0.00	1.00	0.00	
4314 Logic Investment Interest	96,971.00	46,381.62	35,000.00	40,000.00	45,600.00	
4320 Logic Street/Road Improvements	12,041.41	1,708.20	5,000.00	2,500.00	1,100.00	
4322 Logic Turbeville Road	5,176.14	2,238.36	0.00	2,000.00	950.00	
4326 PD State Training Interest	2.58	1.72	0.00	2.00	0.00	
4328 Logic Harbor/Sycamore Bend	80.40	34.75	0.00	50.00	0.00	
<b>Total Interest Revenue</b>	<b>114,515.22</b>	<b>50,473.11</b>	<b>40,000.00</b>	<b>44,654.00</b>	<b>47,650.00</b>	<b>19.13%</b>
<b>Interlocal Revenue</b>						
4402 Corp Contract Current Year	33,006.20	10,711.04	34,000.00	34,000.00	41,500.00	

# Town of Hickory Creek 2020-2021 Fiscal Year Budget Worksheet

0.00

Total Interlocal Revenue	33,006.20	10,711.04	34,000.00	34,000.00	41,500.00	22.06%
Miscellaneous Revenue	2018-19 FY Actuals	2019-20 FY Actuals as of 6/30/20	2019-20 FY Adopted Budget 9/3/19	2019-20 FY Amended Budget 5/26/2020	2020-21 FY Proposed Budget	Variations from 2019-2020 FY Adopted Budget
4502 Animal Adoption & Impound	17,030.00	7,540.00	9,500.00	9,500.00	8,600.00	
4506 Animal Shelter Donations	489.00	585.80	1,000.00	1,000.00	500.00	
4508 Annual Park Passes	29,784.01	20,879.12	20,000.00	20,000.00	20,000.00	
4510 Arrowhead Park Fees	53,376.00	26,007.00	18,000.00	18,000.00	22,000.00	
4512 Beer & Wine Permit	30.00	0.00	150.00	150.00	150.00	
4516 Corp Parks Fund Reserve	0.00	0.00	184,000.00	184,000.00	36,500.00	
4518 Drug Forfeiture	0.00	0.00	0.00	0.00	0.00	
4520 Drug Seizure	1,352.00	0.00	0.00	0.00	0.00	
4522 EDC Payment/Ronald Reagan	45,778.33	0.00	45,778.00	45,778.00	45,778.00	
4524 Fund Balance Reserve	0.00	0.00	487,548.00	512,967.00	204,500.00	
4526 Mineral Rights	0.00	0.00	0.00	0.00	0.00	
4528 NSF Fees	0.00	0.00	25.00	25.00	Delete	
4530 Other Receivables	73,190.19	52,790.82	12,100.00	45,000.00	48,000.00	
4534 PD State Training	1,252.68	1,296.51	0.00	1,297.00	0.00	
4536 Point Vista Park Fees	5,617.00	7,400.00	5,000.00	5,000.00	6,500.00	
4546 Street Improvement Restricted Fund	0.00	0.00	0.00	0.00	1,200,000.00	
4550 Sycamore Bend Park Fees	21,841.75	17,719.00	15,000.00	15,000.00	15,000.00	
4554 Building Security Fund Reserve	0.00	0.00	30,000.00	30,000.00	5,000.00	
4556 Court Technology Fund Reserve	0.00	0.00	0.00	0.00	0.00	
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.00	0.00	0.00	
4560 2020 CO Proceeds	0.00	0.00	0.00	0.00	4,300,000.00	
<b>Total Miscellaneous Revenue</b>	<b>249,740.96</b>	<b>134,218.25</b>	<b>828,101.00</b>	<b>887,717.00</b>	<b>5,912,528.00</b>	<b>613.99%</b>
<b>Municipal Court Revenue</b>						
4602 Building Security Fee	10,521.40	9,364.87	10,800.00	9,270.00	9,270.00	
4604 Citations	475,922.27	331,846.06	675,000.00	450,000.00	450,000.00	
4606 Court Technology	13,853.56	9,938.29	14,150.00	12,115.00	12,115.00	
4608 Jury Fee	19-20 Amended Add 97.42	97.42	19-20 Amended Add 0.00	75.00	150.00	
4610 Truancy Fee	19-20 Amended Add 4,871.00	4,871.00	19-20 Amended Add 0.00	3,000.00	5,000.00	
4612 State Court Costs	230,361.79	186,533.07	242,150.00	208,000.00	208,000.00	
4614 Child Safety Fees	603.07	645.76	1,000.00	1,000.00	750.00	
<b>Total Municipal Court Revenue</b>	<b>731,262.09</b>	<b>543,296.47</b>	<b>943,100.00</b>	<b>683,460.00</b>	<b>685,285.00</b>	<b>-27.34%</b>
<b>Sales Tax Revenue</b>						
4702 Sales Tax General Fund	1,148,170.85	1,014,435.39	1,237,500.00	1,237,500.00	1,237,500.00	
4706 Sales Tax 4B Corporation	393,299.33	338,145.14	412,500.00	412,500.00	412,500.00	
4708 Sales Tax Mixed Beverage	390.55	5,771.62	500.00	7,000.00	7,000.00	
<b>Total Sales Tax Revenue</b>	<b>1,541,860.73</b>	<b>1,358,352.15</b>	<b>1,650,500.00</b>	<b>1,657,000.00</b>	<b>1,657,000.00</b>	<b>0.39%</b>
<b>Total Revenue</b>	<b>5,274,579.57</b>	<b>4,920,576.42</b>	<b>6,113,893.00</b>	<b>6,142,551.00</b>	<b>11,076,006.00</b>	<b>81.16%</b>

# Town of Hickory Creek 2020-2021 Fiscal Year Budget Worksheet

0.00

	2018-19 FY Actuals	2019-20 FY Actuals as of 6/30/20	2019-20 FY Adopted Budget 9/3/19	2019-20 FY Amended Budget 5/26/20	2020-21 FY Proposed Budget	Variations from 2019-2020 FY Adopted Budget
<b>Capital Outlay Expense</b>						
<b>5010 Street Maintenance</b>	-3,660.99	8,040.49	50,000.00	25,000.00	25,000.00	
<b>5012 Streets &amp; Road Improvement</b>	565,346.95	375,208.04	220,000.00	450,000.00	900,000.00	
<b>5022 Parks and Rec Improvements</b>	29,386.50	38,145.00	125,000.00	125,000.00	100,000.00	
<b>5024 Public Safety Improvements</b>	197,453.66	299,183.40	200,000.00	200,000.00	344,500.00	
<b>5026 Fleet Purchase/Replacement</b>	102,672.84	5,092.15	5,000.00	5,100.00	52,000.00	
<b>5028 Turbeville/Point Vista Construction</b>	379,747.55	-325,622.34	0.00	0.00	Delete	
<b>5030 Sycamore Bend Construction</b>					4,100,000.00	
<b>Total Capital Outlay</b>	<b>1,270,946.51</b>	<b>400,046.74</b>	<b>600,000.00</b>	<b>805,100.00</b>	<b>5,521,500.00</b>	<b>820.25%</b>
<b>Debt Service Expense</b>						
<b>5106 2012 Refunding Bond Series</b>	150,195.69	8,681.19	267,408.00	267,408.00	267,258.00	
<b>5108 2012 Tax Note Series</b>	117,007.49	Debt Retired	Debt Retired	Debt Retired	Debt Retired	
<b>5110 2015 Refunding Bond Series</b>	314,425.00	57,700.00	310,400.00	310,400.00	314,550.00	
<b>5112 2015 C.O. Series</b>	274,725.00	60,400.00	275,800.00	275,800.00	276,150.00	
<b>5114 2020 C.O. Series</b>	20-21 Addition	20-21 Addition	20-21 Addition	20-21 Addition	204,500.00	
<b>Total Debt Service</b>	<b>856,353.18</b>	<b>126,781.19</b>	<b>853,608.00</b>	<b>853,608.00</b>	<b>1,062,458.00</b>	<b>24.47%</b>
<b>General Government Expense</b>						
<b>5202 Bank Service Charges</b>	59.00	36.00	50.00	50.00	50.00	
<b>5204 Books &amp; Subscriptions</b>	90.00	221.25	400.00	400.00	300.00	
<b>5206 Computer Hardware/Software</b>	10,381.83	10,527.07	15,000.00	18,000.00	75,000.00	
<b>5208 Copier Rental</b>	4,380.52	2,075.68	3,500.00	3,500.00	2,500.00	
<b>5210 Dues &amp; Memberships</b>	1,940.90	1,740.91	2,500.00	2,500.00	2,000.00	
<b>5212 EDC Tax Payment</b>	423,520.22	338,145.14	412,500.00	412,500.00	412,500.00	
<b>5214 Election Expenses</b>	0.00	0.00	10,000.00	0.00	12,500.00	
<b>5216 Volunteer/Staff Events</b>	7,125.97	4,452.12	8,000.00	6,500.00	6,500.00	
<b>5218 General Communications</b>	9,420.70	11,717.90	22,000.00	18,000.00	16,000.00	
<b>5222 Office Supplies &amp; Equip.</b>	2,843.98	1,881.35	2,500.00	2,500.00	2,500.00	
<b>5224 Postage</b>	4,836.77	3,631.67	4,000.00	4,000.00	4,000.00	
<b>5226 Community Cause</b>	6,065.13	1,315.52	6,200.00	4,000.00	3,000.00	
<b>5228 Town Council/Board Expense</b>	4,449.95	4,240.29	5,500.00	5,500.00	5,500.00	
<b>5230 Training &amp; Education</b>	2,349.50	353.00	2,500.00	1,500.00	1,500.00	
<b>5232 Travel Expense</b>	561.37	920.89	2,000.00	1,000.00	1,500.00	
<b>5234 Staff Uniforms</b>	762.94	1,278.12	1,000.00	1,300.00	950.00	
<b>Total General Government</b>	<b>478,788.78</b>	<b>382,536.91</b>	<b>497,650.00</b>	<b>481,250.00</b>	<b>546,300.00</b>	<b>9.78%</b>
<b>Municipal Court Expense</b>						
<b>5302 Books &amp; Subscriptions</b>	150.00	73.75	75.00	75.00	75.00	
<b>5304 Building Security</b>	21,276.52	5,932.01	40,800.00	39,270.00	9,270.00	
<b>5312 Court Technology</b>	5,803.09	10,578.03	14,150.00	12,115.00	12,115.00	
<b>5314 Dues &amp; Memberships</b>	75.00	55.00	200.00	200.00	200.00	
<b>5318 Merchant Fees/Credit Cards</b>	-479.34	-1,728.09	0.00	0.00	0.00	
<b>5322 Office Supplies/Equipment</b>	1,877.09	1,008.09	1,800.00	1,200.00	1,200.00	
<b>5324 State Court Costs</b>	218,346.92	232,578.70	242,150.00	242,150.00	245,000.00	
<b>5326 Training &amp; Education</b>	500.00	200.00	500.00	500.00	500.00	
<b>5328 Travel Expense</b>	112.49	0.00	500.00	500.00	500.00	
<b>5332 Warrants Collected</b>	3,762.27	-6,145.96	0.00	0.00	0.00	
<b>Total Municipal Court</b>	<b>251,424.04</b>	<b>242,551.53</b>	<b>300,175.00</b>	<b>296,010.00</b>	<b>268,860.00</b>	<b>-10.43%</b>

300,000-Asphalt Overlay/250,000- Road Repairs/250,000-Sidewalks Phase 3  
 1000,00 Master Parks Plan Expenditures - Unrestricted Fund Balance  
 344,500 Fire Hydrants Hickory Estates - Unrestricted Fund Balance  
 Vehicle Lease Public Works and Police Department

25,000 for hardware upgrade / 32,000 for Laserfiche software

# Town of Hickory Creek 2020-2021 Fiscal Year Budget Worksheet

0.00

	2018-19 FY Actuals	2019-20 FY Actuals as of 6/30/20	2019-20 FY Adopted Budget 9/3/19	2019-20 FY Amended Budget 5/26/20	2020-21 FY Proposed Budget	Variations from 2019-2020 FY Adopted Budget
<b>Parks and Recreation Expense</b>						
5402 Events	1,208.80	79.42	5,000.00	2,000.00	1,000.00	
5408 Tanglewood Park	1,797.17	690.77	2,500.00	2,500.00	1,500.00	
5412 KHCB	592.63	175.00	1,000.00	1,000.00	500.00	
5414 Tree City USA	5,141.75	1,019.80	1,500.00	1,500.00	1,500.00	
5416 Town Hall Park	0.00	0.00	500.00	500.00	0.00	
<b>Total Parks and Recreation</b>	<b>8,740.35</b>	<b>1,964.99</b>	<b>10,500.00</b>	<b>9,500.00</b>	<b>4,500.00</b>	<b>-57.14%</b>
<b>Parks Corps of Engineer Expense</b>						
5412 Arrowhead	19,329.29	6,833.04	60,000.00	60,000.00	60,000.00	
5414 Harbor Grove	7,325.67	823.17	69,000.00	69,000.00	15,000.00	
5416 Point Vista	4,175.15	3,974.89	11,000.00	11,000.00	5,000.00	
5418 Sycamore Bend	21,553.07	10,092.57	102,000.00	102,000.00	20,000.00	
<b>Total Parks Corps of Engineer</b>	<b>52,383.18</b>	<b>21,723.67</b>	<b>242,000.00</b>	<b>242,000.00</b>	<b>100,000.00</b>	<b>-58.68%</b>
<b>Personnel Expense</b>						
5502 Administration Wages	283,092.53	231,185.41	299,100.00	299,100.00	314,055.00	
5504 Municipal Court Wages	135,153.41	85,162.97	116,800.00	116,800.00	122,640.00	
5506 Police Wages	636,145.58	554,481.19	759,650.00	759,650.00	797,635.00	
5507 Police Overtime Wages	12,240.47	8,248.61	8,000.00	8,000.00	8,000.00	
5508 Public Works Wages	180,362.93	145,114.38	195,950.00	195,950.00	205,748.00	
5509 Public Works Overtime Wages	1,282.59	924.41	1,600.00	1,600.00	1,600.00	
5510 Health Insurance	170,589.00	154,962.03	206,700.00	206,700.00	227,370.00	
5512 Longevity	10,688.00	10,681.00	10,681.00	10,681.00	12,225.00	
5514 Payroll Expense	21,087.07	17,916.91	18,000.00	18,000.00	20,000.00	
5516 Employment Exams	2,687.50	1,355.00	2,500.00	2,500.00	2,500.00	
5518 Retirement (TMRS)	150,388.16	123,629.33	168,000.00	168,000.00	191,225.00	
5520 Unemployment (TWC)	619.65	3,608.61	2,000.00	750.00	3,600.00	
5522 Workman's Compensation	25,353.58	25,360.30	26,650.00	25,361.00	25,500.00	
<b>Total Personnel</b>	<b>1,629,690.47</b>	<b>1,362,630.15</b>	<b>1,815,631.00</b>	<b>1,813,092.00</b>	<b>1,932,098.00</b>	<b>6.41%</b>
<b>Police Department Expense</b>						
5602 Auto Gas & Oil	25,856.46	15,992.22	28,500.00	20,000.00	20,000.00	
5606 Auto Maintenance & Repair	35,591.24	29,185.91	15,000.00	30,000.00	25,000.00	
5610 Books & Subscriptions	146.91	503.64	500.00	500.00	500.00	
5612 Computer Hardware/Software	46,135.83	59,520.88	67,600.00	62,000.00	45,000.00	
5614 Crime Lab Analysis	-136.28	1,319.72	2,000.00	2,000.00	2,000.00	
5616 Drug Forfeiture	0.00	1,530.90	0.00	1,531.00	0.00	
5618 Dues & Memberships	233.82	337.00	400.00	400.00	500.00	
5626 Office Supplies/Equipment	1,909.60	1,743.84	1,500.00	1,800.00	1,800.00	
5630 Personnel Equipment	4,217.57	32,315.46	41,500.00	35,000.00	25,000.00	
5634 Travel Expense	1,801.07	1,114.93	2,500.00	2,000.00	3,000.00	
5636 Uniforms	12,796.24	7,829.36	12,000.00	9,000.00	6,000.00	
5640 Training & Education	9,410.02	4,093.80	15,000.00	7,500.00	7,500.00	
5644 Citizens on Patrol	864.23	0.00	1,000.00	500.00	500.00	
5646 Community Outreach	701.74	623.29	750.00	750.00	1,000.00	
5648 K9 Unit	3,884.65	672.79	3,500.00	2,500.00	1,500.00	
<b>Total Police Department</b>	<b>143,413.10</b>	<b>156,783.74</b>	<b>191,750.00</b>	<b>175,481.00</b>	<b>139,300.00</b>	<b>-27.35%</b>

# Town of Hickory Creek 2020-2021 Fiscal Year Budget Worksheet

0.00

Public Works Department Expense	2018-19 FY Actuals	2019-20 FY Actuals as of 6/30/20	2019-20 FY Adopted Budget 9/3/19	2019-20 FY Amended Budget 5/26/20	2020-21 FY Proposed Budget	Variations from 2019-2020 FY Adopted Budget
<b>5702 Animal Control Donation</b>	0.00	0.00	1,000.00	1,000.00	500.00	
<b>5704 Animal Control Equipment</b>	589.83	0.00	600.00	600.00	600.00	
<b>5706 Animal Control Supplies</b>	1,132.56	967.51	1,500.00	1,000.00	1,000.00	
<b>5708 Animal Control Vet Fees</b>	8,477.50	6,174.30	7,500.00	7,500.00	7,500.00	
<b>5710 Auto Gas &amp; Oil</b>	14,352.23	8,897.56	12,500.00	9,500.00	9,500.00	
<b>5714 Auto Maintenance/Repair</b>	21,661.56	8,944.55	10,000.00	10,000.00	5,000.00	
<b>5716 Beautification</b>	18,541.11	538.55	95,000.00	10,000.00	95,000.00	90,000 Monument Signage
<b>5718 Computer Hardware/Software</b>	628.98	845.00	750.00	1,000.00	1,000.00	
<b>5720 Dues &amp; Memberships</b>	342.00	288.00	350.00	350.00	350.00	
<b>5722 Equipment</b>	89,929.83	44,549.41	45,000.00	45,000.00	5,000.00	
<b>5724 Equipment Maintenance</b>	11,541.31	5,183.96	8,000.00	6,000.00	6,000.00	
<b>5726 Equipment Rental</b>	273.98	3,551.44	500.00	4,500.00	4,500.00	
<b>5728 Equipment Supplies</b>	7,123.00	5,412.05	6,500.00	6,500.00	6,500.00	
<b>5732 Office Supplies/Equipment</b>	414.51	639.34	800.00	500.00	500.00	
<b>5734 Radios</b>	4,649.11	3,399.68	3,200.00	3,200.00	3,800.00	
<b>5738 Training</b>	709.00	0.00	800.00	800.00	800.00	
<b>5740 Travel Expense</b>	225.10	536.62	1,000.00	1,000.00	1,000.00	
<b>5742 Uniforms</b>	3,450.64	2,024.64	2,600.00	2,600.00	2,600.00	
<b>5748 Landscaping Services</b>	77,265.28	39,339.09	150,000.00	140,000.00	140,000.00	
<b>Total Public Works Department</b>	<b>261,307.53</b>	<b>131,291.70</b>	<b>347,600.00</b>	<b>251,050.00</b>	<b>291,150.00</b>	<b>-16.24%</b>
<b>Services Expense</b>						
<b>5802 Appraisal District</b>	11,704.00	9,274.80	11,500.00	12,400.00	12,400.00	
<b>5804 Attorney Fees</b>	54,835.23	27,302.05	72,000.00	60,000.00	60,000.00	
<b>5806 Audit</b>	13,500.00	13,500.00	13,500.00	13,500.00	14,500.00	
<b>5808 Codification</b>	1,867.17	0.00	2,000.00	2,000.00	2,400.00	
<b>5812 Document Management</b>	1,287.60	802.99	1,200.00	1,000.00	600.00	
<b>5814 Engineering</b>	64,210.24	37,865.46	135,000.00	50,000.00	115,000.00	65,000 Comprehensive Plan
<b>5816 General Insurance</b>	33,732.58	34,680.24	35,400.00	34,681.00	34,681.00	
<b>5818 Inspections</b>	58,275.00	85,329.00	42,000.00	100,000.00	56,000.00	
<b>5820 Fire Service</b>	613,633.00	460,224.75	615,000.00	615,000.00	615,000.00	
<b>5822 Legal Notices/Advertising</b>	4,205.65	1,293.55	2,500.00	2,500.00	2,500.00	
<b>5824 Library Services</b>	1,506.25	252.25	1,000.00	500.00	500.00	
<b>5826 Municipal Judge</b>	11,520.00	9,180.00	12,700.00	12,700.00	13,000.00	
<b>5828 Printing</b>	5,778.73	925.28	1,800.00	1,500.00	1,500.00	
<b>5830 Tax Collection</b>	2,273.00	2,471.00	3,500.00	3,000.00	3,000.00	
<b>5832 Computer Technical Support</b>	34,351.79	36,750.00	36,700.00	36,750.00	41,750.00	5,000 for cloud service
<b>5838 Denton County Children's Advocacy</b>	0.00	-1,597.07	2,792.00	2,792.00	2,172.00	
<b>5840 Denton County Dispatch</b>	29,301.00	0.00	29,387.00	29,387.00	29,632.00	
<b>5844 Helping Hands</b>	91.15	0.00	300.00	200.00	200.00	
<b>5846 Span Transit Services</b>	0.00	0.00	0.00	100.00	100.00	
<b>5848 DCFOF</b>	0.00	0.00	200.00	200.00	Delete	
<b>Total Services</b>	<b>942,072.39</b>	<b>718,254.30</b>	<b>1,018,479.00</b>	<b>978,210.00</b>	<b>1,004,935.00</b>	<b>-1.33%</b>

# Town of Hickory Creek 2020-2021 Fiscal Year Budget Worksheet

0.00

<u>Special Events</u>	<u>2018-19 FY Actuals</u>	<u>2019-20 FY Actuals as of 6/30/20</u>	<u>2019-20 FY Adopted Budget 9/3/19</u>	<u>2019-20 FY Amended Budget 5/26/20</u>	<u>2020-21 FY Proposed Budget</u>	<u>Variations from 2019-2020 FY Adopted Budget</u>
6004 Fourth of July Celebration	5,000.00	446.21	7,000.00	7,000.00	7,000.00	
6008 Tree Lighting	5,766.73	5,221.39	6,000.00	5,250.00	6,000.00	
<b>Total Special Events</b>	<b>10,766.73</b>	<b>5,667.60</b>	<b>13,000.00</b>	<b>12,250.00</b>	<b>13,000.00</b>	<b>0.00%</b>
<b>Utilities &amp; Maintenance Expense</b>						
5902 Bldg. Maintenance/Supplies	97,373.49	57,783.13	130,000.00	130,000.00	99,405.00	
5904 Electric	29,812.18	15,768.97	25,000.00	25,000.00	20,000.00	
5906 Gas	1,761.58	1,133.44	2,000.00	2,000.00	1,500.00	
5908 Street Lighting	33,449.97	27,911.46	30,000.00	30,000.00	33,000.00	
5910 Telephone	31,686.42	26,659.58	24,000.00	28,000.00	28,000.00	
5912 Water	12,430.78	8,567.95	12,500.00	10,000.00	10,000.00	
<b>Total Utilities &amp; Maintenance</b>	<b>206,514.42</b>	<b>137,824.53</b>	<b>223,500.00</b>	<b>225,000.00</b>	<b>191,905.00</b>	<b>-14.14%</b>
<b>Total Expense</b>	<b>6,060,017.50</b>	<b>3,688,057.05</b>	<b>6,113,893.00</b>	<b>6,142,551.00</b>	<b>11,076,006.00</b>	<b>81.16%</b>
<b>Net Ordinary Income</b>	<b>(785,437.93)</b>	<b>1,232,519.37</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

36,000 Electric Gate for Town Hall - Unrestricted Fund Balance