



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, NOVEMBER 25, 2024, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Proclamations

1. 2024 Holiday Season as "The Salvation Army Rings, Hope Marches On"

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

2. September 2024 Council Meeting Minutes
3. September 2024 Financial Statements

- [4.](#) October 2024 Council Meeting Minutes
- [5.](#) October 2024 Financial Statements
- [6.](#) 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 with the Dallas County Criminal District Attorney's office for seizure and forfeited contraband.

Regular Agenda

- [7.](#) Conduct a public hearing regarding a request from Kimley-Horn and Associates on behalf of Wal-Mart Real Estate Business Trust for a Special Use Permit for the operation of drones for grocery delivery in the required parking lot. The property is located at 1035 Hickory Creek Boulevard and is legally described as Wal-Mart Addition (Lake Dallas ISD), Block A, Lot 1R, Town of Hickory Creek, Denton County, Texas.
8. Interview applicants for various boards.
- [9.](#) Consider and act on an appointment to the Arts and Culture Board.
- [10.](#) Consider and act on appointments to the Economic Development Corporation.
- [11.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning issuance of license to MDM, Charters, Inc.
- [12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, casting its votes for one or more candidates for appointment to the Denton Central Appraisal District Board of Directors.
- [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 by and between the Town of Hickory Creek and Halff Associates, Inc. concerning TxDOT 2025 FY Green Ribbon Project.
- [14.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, setting a date, time and place for a public hearing on the proposed annexation of certain property commonly known as Lewisville Waters Edge II Condominiums by the Town of Hickory Creek, Texas and authorizing and directing the Mayor to publish notice of said public hearing.

Executive Session

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

Section 551.071

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

15. Discussion regarding Denton CAD Property ID# 62326.

Reconvene into Open Session

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

Future Agenda Items

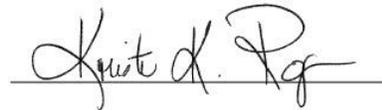
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on November 20, 2024 at 3:45 p.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** The operations of The Salvation Army are supervised by trained, commissioned officers. They proclaim the gospel and serve as administrators, teachers, social workers, counselors, youth leaders, and musicians. These men and women have dedicated their lives completely to service; and
- WHEREAS,** The over 600 people in Denton of all ages volunteer their time, talents, and resources with The Salvation Army to assist the work needed to meet human needs without discrimination. The volunteers are critical partners in helping fulfill their promise to America of “Doing the Most Good”; and
- WHEREAS,** In Denton, The Salvation Army provides important services to the community, including meals and shelter for men, women, and children experiencing homelessness; a food pantry; community meal; and financial assistance to help families pay rent and utility bills; and
- WHEREAS,** These services are provided free of charge to the people who are served. The only way this is possible is through the financial support of local citizens who give through various channels, not the least of which is The Salvation Army’s annual red kettle campaign; and
- WHEREAS,** To reach their red kettle goal of \$100,000 for this year’s holiday campaign, The Salvation Army is seeking volunteers to fill the more than 1,000 three-hour shifts as bell ringers. The average volunteer bell ringer brings in over \$50 an hour for the cause;

NOW, THEREFORE, I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim the 2024 Holiday Season in Hickory Creek as “**THE SALVATION ARMY RINGS, HOPE MARCHES ON**” and urge all citizens to go to [RegisterToRing.com](https://www.registertoring.com) and pick a day, time, and location to volunteer as a bell ringer for The Salvation Army between Thanksgiving and Christmas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 25th day of November, 2024.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, SEPTEMBER 16, 2024**

MINUTES

Call to Order

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

Roll Call

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Nick Wohr

Councilmember Chris Gordon

Councilmember Ian Theodore

The following member was absent:

Councilmember Randy Gibbons

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

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 Wohr gave the invocation.

Items of Community Interest

The 9th Annual “See You at the Station” will be held on Wednesday, September 18, 2024 at 8:00 a.m. at Hickory Creek Town Hall. The community is invited to gather to support the first responders who put their lives on the line to serve & protect our community.

National Night Out will be held on Tuesday, October 1, 2024.

Town of Hickory Creek float entered in the Lake Cities 4th of July Celebration won 1st place.

Congratulations to Mayor Clark for winning this year’s Denton County Mayoral Charity Pizza Cook-Off.

Public Comment

Ron Furtick, 1500 Turbeville Road, stated in the letter presented to Town Council, he would like to see downtown/urban development on his property in Hickory Creek.

Town of Hickory Creek

September 16, 2024

Page 2

The way to make that happen is working together, which is his preference. He feels the property will not be developed until political risk is removed and this can be done by zoning the property. Sales tax is a better way to raise revenue instead of raising property taxes. Developing the property is a goal he would like to see completed in his lifetime.

Consent Agenda

1. August 2024 Council Meeting Minutes
2. August 2024 Financial Statements
3. 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 by and between the Town of Hickory Creek and the State of Texas, through TxDOT, concerning road closures.
4. Consider and act on permit application submitted by Wal-Mart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for seasonal merchandise.

Motion made by Councilmember Theodore to approve items 1-4 on the consent agenda, Seconded by Councilmember Gordon.

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

Regular Agenda

5. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2024-2025 budget.

Motion made by Councilmember Gordon to approve an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2024-2025 budget, Seconded by Mayor Pro Tem Kenney.

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

6. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2024 Certified Tax Roll for the Town of Hickory Creek; approving the 2024 Ad Valorem Tax Rate and levying \$0.223060 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2024 and ending September 30, 2025. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; providing for a due date and delinquency date, providing for the collection and use of penalty and interest on delinquent taxes; directing the Tax Assessor/Collector to assess and collect Ad Valorem Property Taxes.

Motion made by Councilmember Theodore approve agenda item 6, an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2024 Certified Tax Roll for the Town of Hickory Creek; approving the 2024 Ad Valorem Tax Rate and levying \$0.223060 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2024 and ending September 30, 2025, Seconded by Councilmember Wohn.

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

7. Receive an update from Michael O'Linc regarding Pavlov and discuss same.

Michael O'Linc, Pavlov Media, provided an update regarding subscribers, pending installations, marketing campaigns, community engagement, packages offered and answered questions from the Town Council.

8. Receive an update from Chief Dunn concerning police department activity since the June 2024 council meeting and discuss same.

Chief Dunn stated Officer Antommarchi and Bear completed their yearly K9 certification. A police vehicle sustained significant damage in an accident, there were no injuries. The contract with the U.S. Army Corps of Engineers has ended for the year. The police boat was deployed eleven times for a total of seventy-eight hours on the water this summer. The police department is focusing on residential streets due to observations involving speeding and pedestrian safety.

9. Receive an update from the Hickory Creek Leisure Center subcommittee and discuss same.

Mayor Pro Tem Kenney, John Smith, Town Manager and Councilmember Theodore provided an update on the Hickory Creek Leisure Center regarding the layout, amenities to be included, and possible construction costs.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:13 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.

10. Discussion regarding Denton CAD Property ID# 62326.

Reconvene into Open Session

The Town Council reconvened into open session at 8:04 p.m.

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

No action taken.

Future Agenda Items

There were no future agenda items.

Adjournment

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

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

The meeting did then stand adjourned at 8:05 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek
Balance Sheet
As of September 30, 2024

| | <u>Sep 30, 24</u> |
|----------------------------------|-----------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| BOA - Animal Shelter Fund | 26,713.21 |
| BOA - Drug Forfeiture | 98,469.14 |
| BOA - Drug Seizure | 11.64 |
| BOA - General Fund | 18,581.02 |
| BOA - Parks and Recreation | 127,789.91 |
| BOA - Payroll | 500.00 |
| BOA - Police State Training | 5,191.11 |
| Logic 2020 CO's | 1,372,730.31 |
| Logic Animal Shelter Facility | 10,693.53 |
| Logic Coronavirus Recovery Fund | 63,079.41 |
| Logic Harbor Ln-Sycamore Bend | 89,732.87 |
| Logic Investment Fund | 11,262,912.35 |
| Logic Turbeville Road | 105,922.24 |
| Total Checking/Savings | <u>13,182,326.74</u> |
| Accounts Receivable | |
| Accounts Receivable | 18,060.48 |
| Total Accounts Receivable | <u>18,060.48</u> |
| Total Current Assets | <u>13,200,387.22</u> |
| TOTAL ASSETS | <u><u>13,200,387.22</u></u> |
| LIABILITIES & EQUITY | 0.00 |

Town of Hickory Creek
Profit & Loss
September 2024

| | Sep 24 |
|--|------------|
| Ordinary Income/Expense | |
| Income | |
| Ad Valorem Tax Revenue | |
| 4002 M&O | 2,682.24 |
| 4004 M&O Penalties & Interest | 785.71 |
| 4006 Delinquent M&O | 825.11 |
| 4008 I&S Debt Service | 1,348.37 |
| 4010 I&S Penalties & Interest | 402.59 |
| 4012 Delinquent I&S | 438.62 |
| | 6,482.64 |
| Total Ad Valorem Tax Revenue | 6,482.64 |
| Building Department Revenue | |
| 4102 Building Permits | 25,028.85 |
| 4106 Contractor Registration | 300.00 |
| 4112 Health Inspections | 1,840.00 |
| 4128 Variance Fee | 750.00 |
| | 27,918.85 |
| Total Building Department Revenue | 27,918.85 |
| Franchise Fee Revenue | |
| 4220 Solid Waste | 5,492.16 |
| | 5,492.16 |
| Total Franchise Fee Revenue | 5,492.16 |
| Interest Revenue | |
| 4330 General Fund Interest | 4.28 |
| 4332 Investment Interest | 55,398.00 |
| | 55,402.28 |
| Total Interest Revenue | 55,402.28 |
| Interlocal Revenue | |
| 4402 Corp Contract Current Year | 18,060.48 |
| | 18,060.48 |
| Total Interlocal Revenue | 18,060.48 |
| Miscellaneous Revenue | |
| 4502 Animal Adoption & Impound | 620.00 |
| 4506 Animal Shelter Donations | 100.00 |
| 4510 Arrowhead Park Fees | 6,115.00 |
| 4518 Drug Forfeiture | 1,001.83 |
| 4530 Other Receivables | 385.00 |
| 4534 PD State Training | 225.00 |
| 4536 Point Vista Park Fees | 1,370.00 |
| 4550 Sycamore Bend Fees | 3,179.00 |
| | 12,995.83 |
| Total Miscellaneous Revenue | 12,995.83 |
| Municipal Court Revenue | |
| 4602 Building Security Fund | 1,656.05 |
| 4604 Citations | 50,775.33 |
| 4606 Court Technology Fund | 1,360.55 |
| 4608 Jury Fund | 33.46 |
| 4610 Truancy Fund | 1,672.72 |
| 4612 State Court Costs | 25,493.19 |
| 4614 Child Safety Fee | 25.00 |
| | 81,016.30 |
| Total Municipal Court Revenue | 81,016.30 |
| Sales Tax Revenue | |
| 4702 Sales Tax General Fund | 177,612.68 |
| 4706 Sales Tax 4B Corporation | 25,373.24 |
| 4708 Sales Tax Mixed Beverage | 3,203.13 |
| | 206,189.05 |
| Total Sales Tax Revenue | 206,189.05 |
| Total Income | 413,557.59 |
| Gross Profit | 413,557.59 |
| Expense | |

Town of Hickory Creek
Profit & Loss
September 2024

| | Sep 24 |
|--------------------------------------|------------|
| Capital Outlay | |
| 5010 Street Maintenance | 728.04 |
| 5012 Streets & Road Improvement | 91,248.40 |
| 5022 Parks and Rec Improvements | 39,617.80 |
| 5026 Fleet Vehicles | 4,584.44 |
| 5032 Denton County TRIP22 | 0.00 |
| | 136,178.68 |
| Total Capital Outlay | |
| General Government | |
| 5202 Bank Service Charges | 15.00 |
| 5206 Computer Hardware/Software | 2,737.18 |
| 5208 Copier Rental | 309.53 |
| 5210 Dues & Memberships | 400.00 |
| 5212 EDC Tax Payment | 25,374.24 |
| 5216 Volunteer/Staff Events | 195.00 |
| 5218 General Communications | 471.00 |
| 5222 Office Supplies & Equip. | 29.99 |
| 5224 Postage | 1,578.50 |
| 5226 Community Cause | 37.53 |
| 5228 Town Council/Board Expense | 193.23 |
| | 31,341.20 |
| Total General Government | |
| Municipal Court | |
| 5318 Merchant Fees/Credit Cards | 883.82 |
| 5322 Office Supplies/Equipment | 258.15 |
| 5332 Warrants Collected | 1,247.07 |
| | 2,389.04 |
| Total Municipal Court | |
| Parks and Recreation | |
| 5408 Tanglewood Park | 4,832.52 |
| | 4,832.52 |
| Total Parks and Recreation | |
| Parks Corps of Engineer | |
| 5432 Arrowhead | 1,309.88 |
| 5434 Harbor Grove | 51.55 |
| 5436 Point Vista | 404.89 |
| 5438 Sycamore Bend | 536.59 |
| | 2,302.91 |
| Total Parks Corps of Engineer | |
| Personnel | |
| 5502 Administration Wages | 33,524.41 |
| 5504 Municipal Court Wages | 4,646.50 |
| 5506 Police Wages | 90,378.12 |
| 5507 Police Overtime Wages | 4,319.80 |
| 5508 Public Works Wages | 23,786.26 |
| 5509 Public Works Overtime Wage | 74.99 |
| 5510 Health Insurance | 22,185.88 |
| 5514 Payroll Expense | 2,696.41 |
| 5516 Employment Exams | 230.00 |
| 5518 Retirement (TMRS) | 34,411.45 |
| | 216,253.82 |
| Total Personnel | |
| Police Department | |
| 5602 Auto Gas & Oil | 5,769.20 |
| 5606 Auto Maintenance & Repair | 4,779.27 |
| 5612 Computer Hardware/Software | 3,484.52 |
| 5614 Crime Lab Analysis | 1,049.92 |
| 5626 Office Supplies/Equipment | 46.20 |
| 5630 Personnel Equipment | 3,866.70 |
| 5634 Travel Expense | 386.41 |
| 5636 Uniforms | 477.07 |
| 5640 Training & Education | 125.00 |
| 5648 K9 Unit | 471.90 |
| | 471.90 |

Town of Hickory Creek
Profit & Loss
September 2024

| | <u>Sep 24</u> |
|--|---------------------------|
| Total Police Department | 20,456.19 |
| Public Works Department | |
| 5706 Animal Control Supplies | 947.49 |
| 5708 Animal Control Vet Fees | 252.55 |
| 5710 Auto Gas & Oil | 1,413.50 |
| 5714 Auto Maintenance/Repair | 3,790.90 |
| 5716 Beautification | 2,050.00 |
| 5718 Computer Hardware/Software | 140.04 |
| 5724 Equipment Maintenance | 3,558.31 |
| 5728 Equipment Supplies | 311.23 |
| 5734 Communications | 334.95 |
| 5748 Landscaping Services | 10,368.82 |
| Total Public Works Department | 23,167.79 |
| Services | |
| 5802 Appraisal District | 4,128.66 |
| 5804 Attorney Fees | 9,215.25 |
| 5808 Codification | 2,641.19 |
| 5814 Engineering | 12,067.71 |
| 5818 Inspections | 3,602.00 |
| 5822 Legal Notices/Advertising | 379.60 |
| 5824 Library Services | 111.80 |
| 5826 Municipal Judge | 1,160.00 |
| 5828 Printing | 91.17 |
| 5840 Denton County Dispatch | 38,508.00 |
| 5846 Span Transit Services | 748.88 |
| Total Services | 72,654.26 |
| Special Events | |
| 6012 Special Events | -626.13 |
| Total Special Events | -626.13 |
| Utilities & Maintenance | |
| 5902 Bldg Maintenance/Supplies | 26,276.74 |
| 5904 Electric | 2,262.97 |
| 5906 Gas | 151.76 |
| 5908 Street Lighting | 4,080.65 |
| 5910 Telecom | 1,162.82 |
| 5912 Water | 4,147.97 |
| Total Utilities & Maintenance | 38,082.91 |
| Total Expense | 547,033.19 |
| Net Ordinary Income | -133,475.60 |
| Net Income | <u><u>-133,475.60</u></u> |

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2023 through September 2024

| | Oct '23 - Sep 24 | Budget | % of Budget |
|--|---------------------|---------------------|---------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Ad Valorem Tax Revenue | | | |
| 4002 M&O | 1,645,695.96 | 1,664,029.00 | 98.9% |
| 4004 M&O Penalties & Interest | 7,497.56 | 4,000.00 | 187.4% |
| 4006 Delinquent M&O | -4,232.25 | 2,000.00 | -211.6% |
| 4008 I&S Debt Service | 827,309.00 | 836,526.00 | 98.9% |
| 4010 I&S Penalties & Interest | 3,810.99 | 15,000.00 | 25.4% |
| 4012 Delinquent I&S | -2,048.83 | 1,200.00 | -170.7% |
| Total Ad Valorem Tax Revenue | 2,478,032.43 | 2,522,755.00 | 98.2% |
| Building Department Revenue | | | |
| 4102 Building Permits | 714,498.14 | 650,000.00 | 109.9% |
| 4104 Certificate of Occupancy | 6,500.00 | 7,000.00 | 92.9% |
| 4106 Contractor Registration | 5,700.00 | 2,500.00 | 228.0% |
| 4108 Preliminary/Final Plat | 4,250.00 | 1,700.00 | 250.0% |
| 4110 Prelim/Final Site Plan | 7,226.00 | 2,100.00 | 344.1% |
| 4112 Health Inspections | 10,580.00 | 10,000.00 | 105.8% |
| 4122 Septic Permits | 2,125.00 | 2,125.00 | 100.0% |
| 4124 Sign Permits | 2,750.00 | 3,000.00 | 91.7% |
| 4126 Special Use Permit | 0.00 | 200.00 | 0.0% |
| 4128 Variance Fee | 2,750.00 | 1,500.00 | 183.3% |
| 4130 Vendor Fee | 925.00 | 225.00 | 411.1% |
| 4132 Alarm Permit Fees | 300.00 | 500.00 | 60.0% |
| Total Building Department Revenue | 757,604.14 | 680,850.00 | 111.3% |
| Franchise Fee Revenue | | | |
| 4204 Charter Communications | 0.00 | 0.00 | 0.0% |
| 4208 CoServ | 0.00 | 0.00 | 0.0% |
| 4210 Oncor Electric | 0.00 | 0.00 | 0.0% |
| 4212 Republic Services | 0.00 | 0.00 | 0.0% |
| 4214 Electric | 212,302.68 | 207,500.00 | 102.3% |
| 4216 Gas | 81,977.51 | 90,000.00 | 91.1% |
| 4218 Telecom | 31,703.78 | 32,000.00 | 99.1% |
| 4220 Solid Waste | 63,717.90 | 50,000.00 | 127.4% |
| Total Franchise Fee Revenue | 389,701.87 | 379,500.00 | 102.7% |
| Interest Revenue | | | |
| 4330 General Fund Interest | 51.93 | 40.00 | 129.8% |
| 4332 Investment Interest | 702,829.03 | 400,000.00 | 175.7% |
| Total Interest Revenue | 702,880.96 | 400,040.00 | 175.7% |
| Interlocal Revenue | | | |
| 4402 Corp Contract Current Year | 64,215.04 | 64,215.00 | 100.0% |
| Total Interlocal Revenue | 64,215.04 | 64,215.00 | 100.0% |
| Miscellaneous Revenue | | | |
| 4502 Animal Adoption & Impound | 21,325.48 | 18,000.00 | 118.5% |
| 4506 Animal Shelter Donations | 1,155.35 | 1,000.00 | 115.5% |
| 4508 Annual Park Passes | 27,803.60 | 30,000.00 | 92.7% |
| 4510 Arrowhead Park Fees | 100,138.75 | 40,000.00 | 250.3% |
| 4512 Beer & Wine Permit | 60.00 | 150.00 | 40.0% |
| 4516 Corp Parks Fund Reserve | 0.00 | 0.00 | 0.0% |
| 4518 Drug Forfeiture | 12,717.42 | 60,000.00 | 21.2% |
| 4520 Drug Seizure | 1,972.88 | 0.00 | 100.0% |
| 4524 Fund Balance Reserve | 0.00 | 2,196,978.56 | 0.0% |
| 4526 Mineral Rights | 388.48 | 1,000.00 | 38.8% |
| 4530 Other Receivables | 132,749.25 | 75,000.00 | 177.0% |
| 4534 PD State Training | 3,318.33 | 2,943.33 | 112.7% |
| 4536 Point Vista Park Fees | 14,989.25 | 12,000.00 | 124.9% |
| 4546 Street Improv Restricted | 0.00 | 0.00 | 0.0% |
| 4550 Sycamore Bend Fees | 46,158.24 | 25,000.00 | 184.6% |
| 4554 Building Security Fund Res | 0.00 | 0.00 | 0.0% |
| 4556 Court Tech Fund Reserve | 0.00 | 0.00 | 0.0% |

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2023 through September 2024

| | Oct '23 - Sep 24 | Budget | % of Budget |
|--------------------------------------|---------------------|----------------------|---------------|
| 4558 Harbor Lane/Sycamore Bend | 1,750.00 | 0.00 | 100.0% |
| 4560 2020 CO Proceeds | 0.00 | 1,100,000.00 | 0.0% |
| 4562 Coronavirus Local Recovery | 0.00 | 275,650.00 | 0.0% |
| 4564 Task Force Forfeiture | 0.00 | 0.00 | 0.0% |
| 4566 Interlocal Agreements | 198,467.24 | 198,135.00 | 100.2% |
| 4568 Opiod Settlements | 1,008.22 | 0.00 | 100.0% |
| Total Miscellaneous Revenue | 564,002.49 | 4,035,856.89 | 14.0% |
| Municipal Court Revenue | | | |
| 4602 Building Security Fund | 18,527.31 | 18,023.00 | 102.8% |
| 4604 Citations | 586,227.52 | 550,000.00 | 106.6% |
| 4606 Court Technology Fund | 15,044.50 | 15,936.00 | 94.4% |
| 4608 Jury Fund | 552.89 | 200.00 | 276.4% |
| 4610 Truancy Fund | 18,540.36 | 0.00 | 100.0% |
| 4612 State Court Costs | 301,330.52 | 311,060.00 | 96.9% |
| 4614 Child Safety Fee | 372.94 | 800.00 | 46.6% |
| Total Municipal Court Revenue | 940,596.04 | 896,019.00 | 105.0% |
| Sales Tax Revenue | | | |
| 4702 Sales Tax General Fund | 2,222,654.16 | 2,100,000.00 | 105.8% |
| 4706 Sales Tax 4B Corporation | 317,522.04 | 300,000.00 | 105.8% |
| 4708 Sales Tax Mixed Beverage | 40,490.05 | 35,000.00 | 115.7% |
| 4710 Hotel Occupancy Tax | 6,084.78 | 5,000.00 | 121.7% |
| Total Sales Tax Revenue | 2,586,751.03 | 2,440,000.00 | 106.0% |
| Total Income | 8,483,784.00 | 11,419,235.89 | 74.3% |
| Gross Profit | 8,483,784.00 | 11,419,235.89 | 74.3% |
| Expense | | | |
| Capital Outlay | | | |
| 5010 Street Maintenance | 7,390.59 | 25,000.00 | 29.6% |
| 5012 Streets & Road Improvement | 190,975.66 | 500,000.00 | 38.2% |
| 5022 Parks and Rec Improvements | 108,712.30 | 2,300,000.00 | 4.7% |
| 5024 Public Safety Improvements | 79,255.63 | 75,650.00 | 104.8% |
| 5026 Fleet Vehicles | 310,674.42 | 265,000.00 | 117.2% |
| 5030 Broadband Initiative | 204,195.38 | 205,000.00 | 99.6% |
| 5030 Sycamore Bend Construction | 0.00 | 0.00 | 0.0% |
| 5032 Denton County TRIP22 | -32,396.19 | 1,100,000.00 | -2.9% |
| 5034 Animal Shelter Expansion | 0.00 | 0.00 | 0.0% |
| Total Capital Outlay | 868,807.79 | 4,470,650.00 | 19.4% |
| Debt Service | | | |
| 5106 2012 Refunding Bond Series | 0.00 | 0.00 | 0.0% |
| 5110 2015 Refunding Bond Series | 317,291.66 | 316,450.00 | 100.3% |
| 5112 2015 C.O. Series | 272,641.69 | 271,800.00 | 100.3% |
| 5114 2020 C.O. Series | 255,791.65 | 254,450.00 | 100.5% |
| Total Debt Service | 845,725.00 | 842,700.00 | 100.4% |
| General Government | | | |
| 5202 Bank Service Charges | 145.00 | 200.00 | 72.5% |
| 5204 Books & Subscriptions | 0.00 | 300.00 | 0.0% |
| 5206 Computer Hardware/Software | 39,445.39 | 60,000.00 | 65.7% |
| 5208 Copier Rental | 4,093.53 | 3,600.00 | 113.7% |
| 5210 Dues & Memberships | 3,091.46 | 3,500.00 | 88.3% |
| 5212 EDC Tax Payment | 317,537.01 | 300,000.00 | 105.8% |
| 5214 Election Expenses | 0.00 | 0.00 | 0.0% |
| 5216 Volunteer/Staff Events | 5,236.10 | 8,000.00 | 65.5% |
| 5218 General Communications | 28,315.08 | 32,000.00 | 88.5% |
| 5222 Office Supplies & Equip. | 2,000.31 | 3,000.00 | 66.7% |
| 5224 Postage | 10,374.47 | 7,000.00 | 148.2% |
| 5226 Community Cause | 2,273.60 | 3,000.00 | 75.8% |
| 5228 Town Council/Board Expense | 4,991.98 | 10,000.00 | 49.9% |
| 5230 Training & Education | 1,830.33 | 1,500.00 | 122.0% |
| 5232 Travel Expense | 109.73 | 2,000.00 | 5.5% |

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2023 through September 2024

| | Oct '23 - Sep 24 | Budget | % of Budget |
|--------------------------------------|---------------------|---------------------|---------------|
| 5234 Staff Uniforms | 787.30 | 800.00 | 98.4% |
| 5236 Transfer to Reserve | 0.00 | 0.00 | 0.0% |
| Total General Government | 420,231.29 | 434,900.00 | 96.6% |
| Municipal Court | | | |
| 5302 Books & Subscriptions | 80.21 | 100.00 | 80.2% |
| 5304 Building Security | 10,068.84 | 18,023.00 | 55.9% |
| 5312 Court Technology | 8,672.05 | 15,963.00 | 54.3% |
| 5314 Dues & Memberships | 205.00 | 150.00 | 136.7% |
| 5318 Merchant Fees/Credit Cards | 7,700.01 | 5,000.00 | 154.0% |
| 5322 Office Supplies/Equipment | 960.18 | 1,000.00 | 96.0% |
| 5324 State Court Costs | 313,719.17 | 311,060.00 | 100.9% |
| 5326 Training & Education | 450.00 | 500.00 | 90.0% |
| 5328 Travel Expense | 0.00 | 500.00 | 0.0% |
| 5332 Warrants Collected | -2,603.82 | 2,500.00 | -104.2% |
| Total Municipal Court | 339,251.64 | 354,796.00 | 95.6% |
| Parks and Recreation | | | |
| 5402 Events | 658.75 | 1,500.00 | 43.9% |
| 5408 Tanglewood Park | 12,071.53 | 45,000.00 | 26.8% |
| 5412 KHCB | 200.00 | 500.00 | 40.0% |
| 5414 Tree City USA | 400.00 | 500.00 | 80.0% |
| 5416 Town Hall Park | 189.00 | 0.00 | 100.0% |
| Total Parks and Recreation | 13,519.28 | 47,500.00 | 28.5% |
| Parks Corps of Engineer | | | |
| 5432 Arrowhead | 38,086.17 | 38,500.00 | 98.9% |
| 5434 Harbor Grove | 3,667.98 | 10,000.00 | 36.7% |
| 5436 Point Vista | 11,524.55 | 15,000.00 | 76.8% |
| 5438 Sycamore Bend | 60,728.58 | 43,500.00 | 139.6% |
| Total Parks Corps of Engineer | 114,007.28 | 107,000.00 | 106.5% |
| Personnel | | | |
| 5502 Administration Wages | 438,087.83 | 435,826.00 | 100.5% |
| 5504 Municipal Court Wages | 86,090.86 | 87,736.00 | 98.1% |
| 5506 Police Wages | 1,147,277.36 | 1,230,354.00 | 93.2% |
| 5507 Police Overtime Wages | 51,618.78 | 40,000.00 | 129.0% |
| 5508 Public Works Wages | 280,753.64 | 275,624.00 | 101.9% |
| 5509 Public Works Overtime Wage | 5,525.22 | 4,500.00 | 122.8% |
| 5510 Health Insurance | 238,185.91 | 255,054.00 | 93.4% |
| 5512 Longevity | 14,180.00 | 14,180.00 | 100.0% |
| 5514 Payroll Expense | 33,166.49 | 25,000.00 | 132.7% |
| 5516 Employment Exams | 1,692.50 | 2,500.00 | 67.7% |
| 5518 Retirement (TMRS) | 300,645.52 | 316,117.00 | 95.1% |
| 5520 Unemployment (TWC) | 3,268.30 | 2,500.00 | 130.7% |
| 5522 Workman's Compensation | 53,186.00 | 53,200.00 | 100.0% |
| 5524 Contract Employment | 0.00 | 0.00 | 0.0% |
| Total Personnel | 2,653,678.41 | 2,742,591.00 | 96.8% |
| Police Department | | | |
| 5602 Auto Gas & Oil | 61,134.08 | 50,000.00 | 122.3% |
| 5606 Auto Maintenance & Repair | 101,905.85 | 75,000.00 | 135.9% |
| 5610 Books & Subscriptions | 571.71 | 6,000.00 | 9.5% |
| 5612 Computer Hardware/Software | 68,886.25 | 75,500.00 | 91.2% |
| 5614 Crime Lab Analysis | 2,929.50 | 6,500.00 | 45.1% |
| 5616 Drug Forfeiture | 42,071.29 | 30,630.89 | 137.3% |
| 5618 Dues & Memberships | 0.00 | 500.00 | 0.0% |
| 5626 Office Supplies/Equipment | 1,769.04 | 2,000.00 | 88.5% |
| 5630 Personnel Equipment | 37,234.57 | 40,000.00 | 93.1% |
| 5634 Travel Expense | 1,351.14 | 2,000.00 | 67.6% |
| 5636 Uniforms | 11,811.91 | 12,000.00 | 98.4% |
| 5640 Training & Education | 8,153.42 | 8,500.00 | 95.9% |
| 5644 Citizens on Patrol | 0.00 | 250.00 | 0.0% |
| 5646 Community Outreach | 618.13 | 300.00 | 206.0% |

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2023 through September 2024

| | Oct '23 - Sep 24 | Budget | % of Budget |
|--|---------------------|----------------------|---------------|
| 5648 K9 Unit | 1,645.03 | 5,000.00 | 32.9% |
| 5650 Task Force Forfeiture | 0.00 | 10,000.00 | 0.0% |
| Total Police Department | 340,081.92 | 324,180.89 | 104.9% |
| Public Works Department | | | |
| 5702 Animal Control Donation | 697.61 | 1,000.00 | 69.8% |
| 5704 Animal Control Equipment | 3,018.64 | 1,000.00 | 301.9% |
| 5706 Animal Control Supplies | 9,041.10 | 5,000.00 | 180.8% |
| 5708 Animal Control Vet Fees | 15,464.99 | 25,000.00 | 61.9% |
| 5710 Auto Gas & Oil | 19,845.45 | 20,000.00 | 99.2% |
| 5714 Auto Maintenance/Repair | 22,424.29 | 10,000.00 | 224.2% |
| 5716 Beautification | 24,002.81 | 125,000.00 | 19.2% |
| 5718 Computer Hardware/Software | 6,914.23 | 3,500.00 | 197.5% |
| 5720 Dues & Memberships | 404.00 | 450.00 | 89.8% |
| 5722 Equipment | -7,131.05 | 2,500.00 | -285.2% |
| 5724 Equipment Maintenance | 34,013.53 | 22,000.00 | 154.6% |
| 5726 Equipment Rental | 97.90 | 1,000.00 | 9.8% |
| 5728 Equipment Supplies | 4,998.97 | 5,000.00 | 100.0% |
| 5732 Office Supplies/Equipment | 1,651.17 | 1,750.00 | 94.4% |
| 5734 Communications | 4,394.86 | 3,800.00 | 115.7% |
| 5738 Training | 815.00 | 800.00 | 101.9% |
| 5740 Travel Expense | 28.15 | 3,000.00 | 0.9% |
| 5742 Uniforms | 1,997.38 | 2,800.00 | 71.3% |
| 5748 Landscaping Services | 69,735.03 | 90,000.00 | 77.5% |
| Total Public Works Department | 212,414.06 | 323,600.00 | 65.6% |
| Services | | | |
| 5802 Appraisal District | 16,514.64 | 16,525.00 | 99.9% |
| 5804 Attorney Fees | 93,542.56 | 50,000.00 | 187.1% |
| 5806 Audit | 15,500.00 | 15,500.00 | 100.0% |
| 5808 Codification | 2,641.19 | 2,000.00 | 132.1% |
| 5812 Document Management | 0.00 | 750.00 | 0.0% |
| 5814 Engineering | 174,388.49 | 175,000.00 | 99.7% |
| 5816 General Insurance | 51,906.86 | 51,915.00 | 100.0% |
| 5818 Inspections | 60,141.00 | 50,000.00 | 120.3% |
| 5820 Fire Service | 970,692.00 | 970,692.00 | 100.0% |
| 5822 Legal Notices/Advertising | 1,827.90 | 2,000.00 | 91.4% |
| 5824 Library Services | 1,504.40 | 1,200.00 | 125.4% |
| 5826 Municipal Judge | 13,675.00 | 13,800.00 | 99.1% |
| 5828 Printing | 1,543.03 | 2,500.00 | 61.7% |
| 5830 Tax Collection | 2,979.00 | 3,000.00 | 99.3% |
| 5832 Computer Technical Support | 44,615.46 | 45,000.00 | 99.1% |
| 5838 DCCAC | 0.00 | 7,228.00 | 0.0% |
| 5840 Denton County Dispatch | 38,508.00 | 38,508.00 | 100.0% |
| 5844 Helping Hands | 0.00 | 200.00 | 0.0% |
| 5846 Span Transit Services | 4,574.24 | 5,000.00 | 91.5% |
| 5848 Recording Fees | 470.00 | 500.00 | 94.0% |
| Total Services | 1,495,023.77 | 1,451,318.00 | 103.0% |
| Special Events | | | |
| 6012 Special Events | 10,154.50 | 25,000.00 | 40.6% |
| Total Special Events | 10,154.50 | 25,000.00 | 40.6% |
| Utilities & Maintenance | | | |
| 5902 Bldg Maintenance/Supplies | 135,297.29 | 150,000.00 | 90.2% |
| 5904 Electric | 27,409.70 | 27,000.00 | 101.5% |
| 5906 Gas | 2,711.05 | 3,000.00 | 90.4% |
| 5908 Street Lighting | 48,799.79 | 45,000.00 | 108.4% |
| 5910 Telecom | 42,751.66 | 45,000.00 | 95.0% |
| 5912 Water | 28,055.46 | 25,000.00 | 112.2% |
| Total Utilities & Maintenance | 285,024.95 | 295,000.00 | 96.6% |
| Total Expense | 7,597,919.89 | 11,419,235.89 | 66.5% |

2:24 PM

10/31/24

Accrual Basis

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2023 through September 2024

| | <u>Oct '23 - Sep 24</u> | <u>Budget</u> | <u>% of Budget</u> |
|---------------------|-------------------------|---------------|--------------------|
| Net Ordinary Income | 885,864.11 | 0.00 | 100.0% |
| Net Income | <u>885,864.11</u> | <u>0.00</u> | <u>100.0%</u> |

Town of Hickory Creek
Expenditures over \$1,000.00
September 2024

| Type | Date | Num | Name | Amount | |
|--|------------|------------|---------------------------------------|-----------|------------|
| Ordinary Income/Expense | | | | | |
| Expense | | | | | |
| Capital Outlay | | | | | |
| 5012 Streets & Road Improvement | | | | | |
| Check | 09/04/2024 | ACH | Capko Concrete Structures, LLC. | 63,188.55 | |
| Check | 09/20/2024 | Debit | Capko Concrete Structures, LLC. | 28,049.85 | |
| Total 5012 Streets & Road Improvement | | | | 91,238.40 | |
| 5022 Parks and Rec Improvements | | | | | |
| Bill | 09/05/2024 | Inv #2... | Blessing Gravel, LLC | 1,230.60 | |
| Bill | 09/05/2024 | Inv #8... | Warehouse Equipment Solutions | 25,350.00 | |
| Check | 09/06/2024 | 5845 | Juan Carlos Lira | 3,000.00 | |
| Check | 09/20/2024 | Debit | Capko Concrete Structures, LLC. | 6,450.00 | |
| Bill | 09/27/2024 | Invoice... | Capko Concrete Structures, LLC. | 2,600.00 | |
| Total 5022 Parks and Rec Improvements | | | | 38,630.60 | |
| 5026 Fleet Vehicles | | | | | |
| Check | 09/20/2024 | Debit | Enterprise Fleet Management | 4,275.60 | |
| Total 5026 Fleet Vehicles | | | | 4,275.60 | |
| Total Capital Outlay | | | | | 134,144.60 |
| General Government | | | | | |
| 5206 Computer Hardware/Software | | | | | |
| Bill | 09/05/2024 | Inv #2... | Eight20 Consulting LLC (dba Zactax) | 2,250.00 | |
| Total 5206 Computer Hardware/Software | | | | 2,250.00 | |
| 5212 EDC Tax Payment | | | | | |
| Check | 09/18/2024 | | Hickory Creek Economic Development | 25,373.24 | |
| Total 5212 EDC Tax Payment | | | | 25,373.24 | |
| Total General Government | | | | | 27,623.24 |
| Parks and Recreation | | | | | |
| 5408 Tanglewood Park | | | | | |
| Bill | 09/24/2024 | Inv #3... | D & D Commercial Landscape Management | 4,797.26 | |
| Total 5408 Tanglewood Park | | | | 4,797.26 | |
| Total Parks and Recreation | | | | | 4,797.26 |
| Personnel | | | | | |
| 5510 Health Insurance | | | | | |
| Check | 09/05/2024 | Debit | Renaissance Life & Health Insurance | 1,230.59 | |
| Check | 09/20/2024 | Debit | Cigna | 20,498.26 | |
| Total 5510 Health Insurance | | | | 21,728.85 | |
| 5518 Retirement (TMRS) | | | | | |
| Check | 09/04/2024 | Debit | TMRS | 34,411.45 | |
| Total 5518 Retirement (TMRS) | | | | 34,411.45 | |
| Total Personnel | | | | | 56,140.30 |
| Police Department | | | | | |
| 5602 Auto Gas & Oil | | | | | |
| Check | 09/24/2024 | Debit | WEX Bank | 5,769.20 | |
| Total 5602 Auto Gas & Oil | | | | 5,769.20 | |
| 5606 Auto Maintenance & Repair | | | | | |
| Bill | 09/24/2024 | Inv #1... | Christian Brothers Automotive | 2,052.59 | |
| Bill | 09/26/2024 | Inv #1... | Christian Brothers Automotive | 1,634.72 | |
| Total 5606 Auto Maintenance & Repair | | | | 3,687.31 | |

Town of Hickory Creek
Expenditures over \$1,000.00
September 2024

| Type | Date | Num | Name | Amount |
|--|------------|-----------|---------------------------------------|-----------|
| 5612 Computer Hardware/Software | | | | |
| Bill | 09/05/2024 | Inv #4... | Leads Online | 2,588.00 |
| Total 5612 Computer Hardware/Software | | | | 2,588.00 |
| 5630 Personnel Equipment | | | | |
| Bill | 09/12/2024 | Inv #2... | Command Communications | 1,299.92 |
| Bill | 09/24/2024 | Hickor... | Denton County Sheriff's Office | 1,872.00 |
| Total 5630 Personnel Equipment | | | | 3,171.92 |
| Total Police Department | | | | 15,216.43 |
| Public Works Department | | | | |
| 5710 Auto Gas & Oil | | | | |
| Check | 09/24/2024 | Debit | WEX Bank | 1,413.50 |
| Total 5710 Auto Gas & Oil | | | | 1,413.50 |
| 5714 Auto Maintenance/Repair | | | | |
| Bill | 09/25/2024 | Inv #1... | Christian Brothers Automotive | 3,225.85 |
| Total 5714 Auto Maintenance/Repair | | | | 3,225.85 |
| 5716 Beautification | | | | |
| Check | 09/20/2024 | Debit | Capko Concrete Structures, LLC. | 2,050.00 |
| Total 5716 Beautification | | | | 2,050.00 |
| 5724 Equipment Maintenance | | | | |
| Bill | 09/05/2024 | Order ... | Associated Supply Company, Inc. | 2,370.96 |
| Total 5724 Equipment Maintenance | | | | 2,370.96 |
| 5748 Landscaping Services | | | | |
| Bill | 09/12/2024 | Inv #3... | D & D Commercial Landscape Management | 10,368.82 |
| Total 5748 Landscaping Services | | | | 10,368.82 |
| Total Public Works Department | | | | 19,429.13 |
| Services | | | | |
| 5802 Appraisal District | | | | |
| Bill | 09/05/2024 | Inv #1... | DCAD | 4,128.66 |
| Total 5802 Appraisal District | | | | 4,128.66 |
| 5804 Attorney Fees | | | | |
| Bill | 09/12/2024 | Acct 1... | Hayes, Berry, White & Vanzant | 3,480.25 |
| Bill | 09/24/2024 | Acct 1... | Hayes, Berry, White & Vanzant | 4,275.00 |
| Total 5804 Attorney Fees | | | | 7,755.25 |
| 5808 Codification | | | | |
| Bill | 09/05/2024 | Inv #3... | CivicsPlus | 2,641.19 |
| Total 5808 Codification | | | | 2,641.19 |
| 5814 Engineering | | | | |
| Deposit | 09/03/2024 | | Deposit | -4,877.87 |
| Deposit | 09/03/2024 | | Deposit | -6,409.91 |
| Check | 09/04/2024 | ACH | Half Associates, Inc. | 4,877.87 |
| Check | 09/04/2024 | ACH | Half Associates, Inc. | 6,409.91 |
| Bill | 09/27/2024 | Inv #1... | Half Associates, Inc. | 8,955.78 |
| Bill | 09/27/2024 | Inv #1... | Half Associates, Inc. | 3,106.93 |
| Total 5814 Engineering | | | | 12,062.71 |
| 5818 Inspections | | | | |
| Check | 09/06/2024 | Debit | Build by I-Codes | 3,290.00 |
| Total 5818 Inspections | | | | 3,290.00 |

**Town of Hickory Creek
Expenditures over \$1,000.00
September 2024**

| Type | Date | Num | Name | Amount |
|---------------------------------------|------------|------------|-----------------------------------|--------------------|
| 5826 Municipal Judge | | | | |
| Check | 09/04/2024 | | The Law Office of Cynthia Burkett | 1,050.00 |
| Total 5826 Municipal Judge | | | | 1,050.00 |
| 5840 Denton County Dispatch | | | | |
| Bill | 09/24/2024 | Hickor... | Denton County Sheriff's Office | 38,508.00 |
| Total 5840 Denton County Dispatch | | | | 38,508.00 |
| Total Services | | | | 69,435.81 |
| Utilities & Maintenance | | | | |
| 5902 Bldg Maintenance/Supplies | | | | |
| Bill | 09/05/2024 | Inv #IN... | Texas AirSystems | 5,096.30 |
| Bill | 09/05/2024 | Inv #IN... | Texas AirSystems | 1,016.67 |
| Bill | 09/12/2024 | Inv #5... | Builders' Insulation | 15,420.80 |
| Total 5902 Bldg Maintenance/Supplies | | | | 21,533.77 |
| 5904 Electric | | | | |
| Check | 09/23/2024 | Debit | Hudson Energy Services, LLC | 2,262.97 |
| Total 5904 Electric | | | | 2,262.97 |
| 5908 Street Lighting | | | | |
| Check | 09/23/2024 | Debit | Hudson Energy Services, LLC | 3,896.86 |
| Total 5908 Street Lighting | | | | 3,896.86 |
| Total Utilities & Maintenance | | | | 27,693.60 |
| Total Expense | | | | 354,480.37 |
| Net Ordinary Income | | | | -354,480.37 |
| Net Income | | | | -354,480.37 |



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 09/01/2024 - 09/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2340%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 48 DAYS AND THE NET ASSET VALUE FOR 9/30/24 WAS 1.000706.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------|---------------------|--------------------|---------|
|------------------|-------------|---------------------|--------------------|---------|

| | | | | |
|------------|-------------------|---------|-------------|--------------|
| | BEGINNING BALANCE | | | 1,430,003.68 |
| 09/05/2024 | ACH WITHDRAWAL | 6169742 | 63,188.55 - | 1,366,815.13 |
| 09/30/2024 | MONTHLY POSTING | 9999888 | 5,915.18 | 1,372,730.31 |
| | ENDING BALANCE | | | 1,372,730.31 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|--------------|
| BEGINNING BALANCE | 1,430,003.68 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 63,188.55 |
| TOTAL INTEREST | 5,915.18 |
| ENDING BALANCE | 1,372,730.31 |
| AVERAGE BALANCE | 1,375,240.27 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|----------------------------------|----------|-------------|-----------|
| 2020 CERTIFICATES OF OBLIGATIONS | 0.00 | 168,506.55 | 60,183.37 |



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 09/01/2024 - 09/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2340%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 48 DAYS AND THE NET ASSET VALUE FOR 9/30/24 WAS 1.000706.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|-----------|
| | BEGINNING BALANCE | | | 10,647.72 |
| 09/30/2024 | MONTHLY POSTING | 9999888 | 45.81 | 10,693.53 |
| | ENDING BALANCE | | | 10,693.53 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|-----------|
| BEGINNING BALANCE | 10,647.72 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 45.81 |
| ENDING BALANCE | 10,693.53 |
| AVERAGE BALANCE | 10,647.72 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-------------------------|----------|-------------|----------|
| ANIMAL SHELTER FACILITY | 0.00 | 0.00 | 425.30 |



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276016

ACCOUNT NAME: CORONAVIRUS LOCAL RECOVERY FUNDS

STATEMENT PERIOD: 09/01/2024 - 09/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2340%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 48 DAYS AND THE NET ASSET VALUE FOR 9/30/24 WAS 1.000706.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|-----------|
| | BEGINNING BALANCE | | | 62,809.28 |
| 09/30/2024 | MONTHLY POSTING | 9999888 | 270.13 | 63,079.41 |
| | ENDING BALANCE | | | 63,079.41 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|-----------|
| BEGINNING BALANCE | 62,809.28 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 270.13 |
| ENDING BALANCE | 63,079.41 |
| AVERAGE BALANCE | 62,809.28 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|----------------------------------|----------|-------------|----------|
| CORONAVIRUS LOCAL RECOVERY FUNDS | 0.00 | 686,932.64 | 8,509.58 |



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 09/01/2024 - 09/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2340%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 48 DAYS AND THE NET ASSET VALUE FOR 9/30/24 WAS 1.000706.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|-----------|
| | BEGINNING BALANCE | | | 89,348.63 |
| 09/30/2024 | MONTHLY POSTING | 9999888 | 384.24 | 89,732.87 |
| | ENDING BALANCE | | | 89,732.87 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|-----------|
| BEGINNING BALANCE | 89,348.63 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 384.24 |
| ENDING BALANCE | 89,732.87 |
| AVERAGE BALANCE | 89,348.63 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-----------------------------|----------|-------------|----------|
| HARBOR LANE - SYCAMORE BEND | 0.00 | 0.00 | 3,568.52 |



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 09/01/2024 - 09/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2340%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 48 DAYS AND THE NET ASSET VALUE FOR 9/30/24 WAS 1.000706.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|---------------|
| | BEGINNING BALANCE | | | 11,324,583.27 |
| 09/05/2024 | ACH WITHDRAWAL | 6169743 | 50,000.00 - | 11,274,583.27 |
| 09/09/2024 | ACH WITHDRAWAL | 6169821 | 60,000.00 - | 11,214,583.27 |
| 09/30/2024 | MONTHLY POSTING | 9999888 | 48,329.08 | 11,262,912.35 |
| | ENDING BALANCE | | | 11,262,912.35 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|---------------|
| BEGINNING BALANCE | 11,324,583.27 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 110,000.00 |
| TOTAL INTEREST | 48,329.08 |
| ENDING BALANCE | 11,262,912.35 |
| AVERAGE BALANCE | 11,237,249.94 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-----------------|--------------|--------------|------------|
| INVESTMENT FUND | 2,557,133.81 | 2,266,200.00 | 462,368.86 |



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 09/01/2024 - 09/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.2340%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 48 DAYS AND THE NET ASSET VALUE FOR 9/30/24 WAS 1.000706.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------|---------------------|--------------------|---------|
|------------------|-------------|---------------------|--------------------|---------|

| | | | | |
|------------|-------------------|---------|--------|------------|
| | BEGINNING BALANCE | | | 105,468.68 |
| 09/30/2024 | MONTHLY POSTING | 9999888 | 453.56 | 105,922.24 |
| | ENDING BALANCE | | | 105,922.24 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|------------|
| BEGINNING BALANCE | 105,468.68 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 453.56 |
| ENDING BALANCE | 105,922.24 |
| AVERAGE BALANCE | 105,468.68 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|--------------------------------|----------|-------------|----------|
| TURBEVILLE RD IMPROVEMENT FUND | 0.00 | 0.00 | 4,212.31 |

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, OCTOBER 07, 2024**

MINUTES

Call to Order

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

Roll Call

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Ian Theodore

The following member was absent:

Councilmember Chris Gordon

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Jim Zehetner, Criminal Investigator

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

There were no items of community interest.

Public Comment

Jimme Fullerton, 110 Oakwood Lane, requested a crosswalk between Cedar Lane and Ronald Reagan Avenue to allow children to walk to and from Founders Classical Academy safely.

Consent Agenda

1. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 10: Subdivision Regulations; Article 10.04: Engineering Design Manual, Article IV: Authority and Jurisdiction; Section 8.

Town of Hickory Creek

October 7, 2024

Page 2

2. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby ratifying an agreement related to Drug Enforcement Administration HIDTA Dallas Task Force.
3. Consider and act on an appointment to the Code of Ethics Board.

Motion made by Councilmember Theodore to approve consent agenda items 1, 2 and 3, Seconded by Councilmember Gibbons.

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

Regular Agenda

4. Consider and act on bids submitted for BID# 2024-02, 2024 Pavement Repairs & Phase 4 Sidewalk Extensions.

John Smith, Town Manager, provided information regarding the bid, low bidder and answered questions from the Town Council.

Motion made by Councilmember Theodore to approve the bid from Quick Set Concrete, Inc. for a total of \$887,543.35, Seconded by Councilmember Wohr.

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

5. Consider and act on bids submitted for BID# 2024-03, Denton County Bond Streets - Phase 1.

John Smith, Town Manager, provided information regarding the bid, low bidder and answered questions from the Town Council.

Motion made by Councilmember Theodore to approve agenda item 5 for the bid submitted by McMahon Contracting in the amount of \$6,938,632.22, Seconded by Mayor Pro Tem Kenney.

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

6. 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 cooperative agreement between the Town of Hickory Creek and the City of Corinth concerning fire services.

John Smith, Town Manager, provided an overview of the contract terms, cost and answered questions from the Town Council.

Motion made by Mayor Pro Tem Kenney to approve the resolution authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an interlocal cooperative agreement between the Town of Hickory Creek and the City of Corinth concerning fire services, Seconded by Councilmember Theodore. Motion passed unanimously.

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

Town of Hickory Creek

October 7, 2024

Page 3

7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Town Manager of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek and Halff Associates, Inc. concerning TxDOT FY Green Ribbon Project.

John Smith, Town Manager, provided an overview of the agreement and provided the schedule for the Green Ribbon Project which will begin in 2025 instead of 2026.

Motion made by Councilmember Gibbons to approve item 7, authorizing an agreement between Hickory Creek and Halff Associates, concerning the TxDOT FY Green Ribbon Project for a sum of no more than \$50,000.00, Seconded by Mayor Pro Tem Kenney. Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember Woehr, Councilmember Theodore. Motion passed unanimously.

8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, establishing the 2024-2025 Hickory Creek Tree Giveaway Program.

No action taken.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 6:55 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.

9. Discussion regarding Denton CAD Property ID# 62326.
10. Litigation regarding Sycamore Bend Road construction failure.

Reconvene into Open Session

The Town Council reconvened into open session at 7:43 p.m.

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

No action taken.

Future Agenda Items

There were no future agenda items.

Adjournment

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

Town of Hickory Creek
October 7, 2024
Page 4

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

The meeting did then stand adjourned at 7:44 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek
Balance Sheet
As of October 31, 2024

| | <u>Oct 31, 24</u> |
|----------------------------------|-----------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| BOA - Animal Shelter Fund | 26,714.11 |
| BOA - Drug Forfeiture | 97,670.64 |
| BOA - Drug Seizure | 11.64 |
| BOA - General Fund | 188,367.88 |
| BOA - Parks and Recreation | 135,098.49 |
| BOA - Payroll | 510.00 |
| BOA - Police State Training | 5,191.29 |
| Logic 2020 CO's | 1,378,548.65 |
| Logic Animal Shelter Facility | 10,738.87 |
| Logic Coronavirus Recovery Fund | 63,346.77 |
| Logic Harbor Ln-Sycamore Bend | 90,113.20 |
| Logic Investment Fund | 10,609,586.99 |
| Logic Turbeville Road | 106,371.20 |
| Total Checking/Savings | <u>12,712,269.73</u> |
| Accounts Receivable | |
| Municipal Court Payments | 4,182.50 |
| Total Accounts Receivable | <u>4,182.50</u> |
| Total Current Assets | <u>12,716,452.23</u> |
| TOTAL ASSETS | <u><u>12,716,452.23</u></u> |
| LIABILITIES & EQUITY | 0.00 |

Town of Hickory Creek
Profit & Loss
October 2024

| | Oct 24 |
|--|------------|
| Ordinary Income/Expense | |
| Income | |
| Ad Valorem Tax Revenue | |
| 4002 M&O | 2,770.86 |
| 4004 M&O Penalties & Interest | 226.65 |
| 4006 Delinquent M&O | 230.12 |
| 4008 I&S Debt Service | 1,317.37 |
| 4010 I&S Penalties & Interest | 115.72 |
| 4012 Delinquent I&S | 117.05 |
| | 4,777.77 |
| Total Ad Valorem Tax Revenue | 4,777.77 |
| Building Department Revenue | |
| 4102 Building Permits | 11,898.75 |
| 4106 Contractor Registration | 825.00 |
| 4112 Health Inspections | 7,820.00 |
| | 20,543.75 |
| Total Building Department Revenue | 20,543.75 |
| Franchise Fee Revenue | |
| 4218 Telecom | 2,100.00 |
| | 2,100.00 |
| Total Franchise Fee Revenue | 2,100.00 |
| Interest Revenue | |
| 4330 General Fund Interest | 4.40 |
| 4332 Investment Interest | 53,634.97 |
| | 53,639.37 |
| Total Interest Revenue | 53,639.37 |
| Miscellaneous Revenue | |
| 4502 Animal Adoption & Impound | 1,615.00 |
| 4510 Arrowhead Park Fees | 5,546.00 |
| 4512 Beer & Wine Permit | 30.00 |
| 4530 Other Receivables | 3,675.00 |
| 4536 Point Vista Park Fees | 985.00 |
| 4550 Sycamore Bend Fees | 4,547.00 |
| | 16,398.00 |
| Total Miscellaneous Revenue | 16,398.00 |
| Municipal Court Revenue | |
| 4602 Building Security Fund | 1,602.76 |
| 4604 Citations | 52,951.38 |
| 4606 Court Technology Fund | 1,314.59 |
| 4608 Jury Fund | 32.46 |
| 4610 Truancy Fund | 1,623.22 |
| 4612 State Court Costs | 26,768.21 |
| 4614 Child Safety Fee | 50.00 |
| | 84,342.62 |
| Total Municipal Court Revenue | 84,342.62 |
| Sales Tax Revenue | |
| 4702 Sales Tax General Fund | 180,656.13 |
| 4706 Sales Tax 4B Corporation | 25,808.02 |
| 4708 Sales Tax Mixed Beverage | 3,029.95 |
| 4710 Hotel Occupancy Tax | 844.94 |
| | 210,339.04 |
| Total Sales Tax Revenue | 210,339.04 |
| Total Income | 392,140.55 |
| Gross Profit | 392,140.55 |
| Expense | |
| Capital Outlay | |
| 5010 Street Maintenance | 220.02 |
| 5022 Parks and Rec Improvements | 101,132.33 |
| 5026 Fleet Vehicles | 27,308.79 |
| 5032 Denton County TRIP22 | 94,088.32 |
| | 242,750.46 |

Town of Hickory Creek
Profit & Loss
 October 2024

| | Oct 24 |
|--------------------------------------|------------|
| Total Capital Outlay | 222,749.46 |
| Debt Service | |
| 5110 2015 Refunding Bond Series | 500.00 |
| 5112 2015 C.O. Series | 500.00 |
| Total Debt Service | 1,000.00 |
| General Government | |
| 5202 Bank Service Charges | 15.00 |
| 5206 Computer Hardware/Software | 2,915.19 |
| 5208 Copier Rental | 483.45 |
| 5210 Dues & Memberships | 599.50 |
| 5212 EDC Tax Payment | 25,809.02 |
| 5216 Volunteer/Staff Events | 38.53 |
| 5218 General Communications | 846.00 |
| 5222 Office Supplies & Equip. | 25.91 |
| 5226 Community Cause | 1,298.94 |
| 5228 Town Council/Board Expense | 2,401.63 |
| 5232 Travel Expense | 1,536.12 |
| General Government - Other | 5.00 |
| Total General Government | 35,974.29 |
| Municipal Court | |
| 5312 Court Technology | 1,563.65 |
| 5318 Merchant Fees/Credit Cards | 341.68 |
| 5324 State Court Costs | 73,771.47 |
| 5332 Warrants Collected | -1,206.27 |
| Total Municipal Court | 74,470.53 |
| Parks and Recreation | |
| 5408 Tanglewood Park | 2,204.14 |
| 5414 Tree City USA | 360.00 |
| Total Parks and Recreation | 2,564.14 |
| Parks Corps of Engineer | |
| 5432 Arrowhead | 2,097.29 |
| 5434 Harbor Grove | 26.97 |
| 5436 Point Vista | 1,813.03 |
| 5438 Sycamore Bend | 2,693.93 |
| Total Parks Corps of Engineer | 6,631.22 |
| Personnel | |
| 5502 Administration Wages | 24,788.40 |
| 5504 Municipal Court Wages | 9,646.41 |
| 5506 Police Wages | 92,736.94 |
| 5507 Police Overtime Wages | 5,393.75 |
| 5508 Public Works Wages | 21,140.88 |
| 5509 Public Works Overtime Wage | 226.47 |
| 5510 Health Insurance | 11,378.24 |
| 5514 Payroll Expense | 2,696.13 |
| 5516 Employment Exams | 440.00 |
| 5518 Retirement (TMRS) | 22,861.23 |
| 5520 Unemployment (TWC) | 386.04 |
| Total Personnel | 191,694.49 |
| Police Department | |
| 5602 Auto Gas & Oil | 4,940.20 |
| 5606 Auto Maintenance & Repair | 8,501.04 |
| 5612 Computer Hardware/Software | 9,430.87 |
| 5614 Crime Lab Analysis | 394.87 |
| 5626 Office Supplies/Equipment | 49.90 |
| 5630 Personnel Equipment | 21,459.90 |
| 5636 Uniforms | 634.92 |

Town of Hickory Creek
Profit & Loss
 October 2024

| | Oct 24 |
|--|--------------------|
| 5646 Community Outreach | 1,325.48 |
| Total Police Department | 46,737.18 |
| Public Works Department | |
| 5704 Animal Control Equipment | 1,015.52 |
| 5706 Animal Control Supplies | 672.50 |
| 5708 Animal Control Vet Fees | 242.10 |
| 5710 Auto Gas & Oil | 1,259.53 |
| 5714 Auto Maintenance/Repair | 442.88 |
| 5718 Computer Hardware/Software | 140.04 |
| 5724 Equipment Maintenance | 4,033.60 |
| 5728 Equipment Supplies | 439.37 |
| 5734 Communications | 315.12 |
| 5738 Training | 50.00 |
| 5740 Travel Expense | 1,195.16 |
| 5742 Uniforms | 493.55 |
| 5748 Landscaping Services | 702.19 |
| Total Public Works Department | 11,001.56 |
| Services | |
| 5804 Attorney Fees | 13,554.75 |
| 5814 Engineering | 8,444.07 |
| 5818 Inspections | 3,876.00 |
| 5820 Fire Service | 242,673.00 |
| 5822 Legal Notices/Advertising | 1,306.52 |
| 5824 Library Services | 160.90 |
| 5832 Computer Technical Support | 45,953.92 |
| 5840 Denton County Dispatch | 0.00 |
| 5846 Span Transit Services | 546.48 |
| Total Services | 316,515.64 |
| Special Events | |
| 6012 Special Events | 4,640.00 |
| Total Special Events | 4,640.00 |
| Utilities & Maintenance | |
| 5902 Bldg Maintenance/Supplies | 3,316.81 |
| 5904 Electric | 2,433.80 |
| 5906 Gas | 148.58 |
| 5908 Street Lighting | 4,123.61 |
| 5910 Telecom | 1,770.04 |
| Total Utilities & Maintenance | 11,792.84 |
| Total Expense | 925,771.35 |
| Net Ordinary Income | -533,630.80 |
| Net Income | -533,630.80 |

Town of Hickory Creek
Budget vs. Actual Year to Date 8.34%
October 2024

| | Oct 24 | Budget | % of Budget |
|--|------------------|---------------------|--------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Ad Valorem Tax Revenue | | | |
| 4002 M&O | 2,770.86 | 1,785,273.00 | 0.2% |
| 4004 M&O Penalties & Interest | 226.65 | 4,500.00 | 5.0% |
| 4006 Delinquent M&O | 230.12 | 1,000.00 | 23.0% |
| 4008 I&S Debt Service | 1,317.37 | 848,773.00 | 0.2% |
| 4010 I&S Penalties & Interest | 115.72 | 3,000.00 | 3.9% |
| 4012 Delinquent I&S | 117.05 | 500.00 | 23.4% |
| Total Ad Valorem Tax Revenue | 4,777.77 | 2,643,046.00 | 0.2% |
| Building Department Revenue | | | |
| 4102 Building Permits | 11,898.75 | 275,000.00 | 4.3% |
| 4104 Certificate of Occupancy | 0.00 | 3,500.00 | 0.0% |
| 4106 Contractor Registration | 825.00 | 2,500.00 | 33.0% |
| 4108 Preliminary/Final Plat | 0.00 | 0.00 | 0.0% |
| 4110 Prelim/Final Site Plan | 0.00 | 0.00 | 0.0% |
| 4112 Health Inspections | 7,820.00 | 10,000.00 | 78.2% |
| 4122 Septic Permits | 0.00 | 2,000.00 | 0.0% |
| 4124 Sign Permits | 0.00 | 2,000.00 | 0.0% |
| 4126 Special Use Permit | 0.00 | 200.00 | 0.0% |
| 4128 Variance Fee | 0.00 | 1,500.00 | 0.0% |
| 4130 Vendor Fee | 0.00 | 550.00 | 0.0% |
| 4132 Alarm Permit Fees | 0.00 | 250.00 | 0.0% |
| Total Building Department Revenue | 20,543.75 | 297,500.00 | 6.9% |
| Franchise Fee Revenue | | | |
| 4214 Electric | 0.00 | 225,000.00 | 0.0% |
| 4216 Gas | 0.00 | 90,000.00 | 0.0% |
| 4218 Telecom | 2,100.00 | 30,000.00 | 7.0% |
| 4220 Solid Waste | 0.00 | 65,000.00 | 0.0% |
| Total Franchise Fee Revenue | 2,100.00 | 410,000.00 | 0.5% |
| Interest Revenue | | | |
| 4330 General Fund Interest | 4.40 | 25.00 | 17.6% |
| 4332 Investment Interest | 53,634.97 | 250,000.00 | 21.5% |
| Total Interest Revenue | 53,639.37 | 250,025.00 | 21.5% |
| Interlocal Revenue | | | |
| 4402 Corp Contract Current Year | 0.00 | 64,215.00 | 0.0% |
| Total Interlocal Revenue | 0.00 | 64,215.00 | 0.0% |
| Miscellaneous Revenue | | | |
| 4502 Animal Adoption & Impound | 1,615.00 | 23,500.00 | 6.9% |
| 4506 Animal Shelter Donations | 0.00 | 1,000.00 | 0.0% |
| 4508 Annual Park Passes | 0.00 | 30,000.00 | 0.0% |
| 4510 Arrowhead Park Fees | 5,546.00 | 40,000.00 | 13.9% |
| 4512 Beer & Wine Permit | 30.00 | 150.00 | 20.0% |
| 4516 Corp Parks Fund Reserve | 0.00 | 0.00 | 0.0% |
| 4518 Drug Forfeiture | 0.00 | 0.00 | 0.0% |
| 4520 Drug Seizure | 0.00 | 0.00 | 0.0% |
| 4524 Fund Balance Reserve | 0.00 | 3,322,563.00 | 0.0% |
| 4526 Mineral Rights | 0.00 | 500.00 | 0.0% |
| 4530 Other Receivables | 3,675.00 | 75,000.00 | 4.9% |
| 4534 PD State Training | 0.00 | 0.00 | 0.0% |
| 4536 Point Vista Park Fees | 985.00 | 9,000.00 | 10.9% |
| 4546 Street Improv Restricted | 0.00 | 0.00 | 0.0% |
| 4550 Sycamore Bend Fees | 4,547.00 | 30,000.00 | 15.2% |
| 4554 Building Security Fund Res | 0.00 | 0.00 | 0.0% |
| 4556 Court Tech Fund Reserve | 0.00 | 0.00 | 0.0% |
| 4558 Harbor Lane/Sycamore Bend | 0.00 | 0.00 | 0.0% |
| 4560 2020 CO Proceeds | 0.00 | 1,368,089.00 | 0.0% |
| 4562 Coronavirus Local Recovery | 0.00 | 0.00 | 0.0% |
| 4564 Task Force Forfeiture | 0.00 | 0.00 | 0.0% |

Town of Hickory Creek Budget vs. Actual Year to Date 8.34% October 2024

| | Oct 24 | Budget | % of Budget |
|--------------------------------------|-------------------|----------------------|-------------|
| 4566 Interlocal Agreements | 0.00 | 205,000.00 | 0.0% |
| 4568 Opiod Settlements | 0.00 | 0.00 | 0.0% |
| Total Miscellaneous Revenue | 16,398.00 | 5,104,802.00 | 0.3% |
| Municipal Court Revenue | | | |
| 4602 Building Security Fund | 1,602.76 | 18,023.00 | 8.9% |
| 4604 Citations | 52,951.38 | 550,000.00 | 9.6% |
| 4606 Court Technology Fund | 1,314.59 | 15,936.00 | 8.2% |
| 4608 Jury Fund | 32.46 | 200.00 | 16.2% |
| 4610 Truancy Fund | 1,623.22 | 0.00 | 100.0% |
| 4612 State Court Costs | 26,768.21 | 311,060.00 | 8.6% |
| 4614 Child Safety Fee | 50.00 | 800.00 | 6.3% |
| Total Municipal Court Revenue | 84,342.62 | 896,019.00 | 9.4% |
| Sales Tax Revenue | | | |
| 4702 Sales Tax General Fund | 180,656.13 | 2,333,625.00 | 7.7% |
| 4706 Sales Tax 4B Corporation | 25,808.02 | 333,375.00 | 7.7% |
| 4708 Sales Tax Mixed Beverage | 3,029.95 | 38,000.00 | 8.0% |
| 4710 Hotel Occupancy Tax | 844.94 | 5,000.00 | 16.9% |
| Total Sales Tax Revenue | 210,339.04 | 2,710,000.00 | 7.8% |
| Total Income | 392,140.55 | 12,375,607.00 | 3.2% |
| Gross Profit | 392,140.55 | 12,375,607.00 | 3.2% |
| Expense | | | |
| Capital Outlay | | | |
| 5010 Street Maintenance | 220.02 | 25,000.00 | 0.9% |
| 5012 Streets & Road Improvement | 0.00 | 2,107,000.00 | 0.0% |
| 5022 Parks and Rec Improvements | 101,132.33 | 2,000,000.00 | 5.1% |
| 5024 Public Safety Improvements | 0.00 | 0.00 | 0.0% |
| 5026 Fleet Vehicles | 27,308.79 | 62,000.00 | 44.0% |
| 5030 Broadband Initiative | 0.00 | 0.00 | 0.0% |
| 5032 Denton County TRIP22 | 94,088.32 | 1,100,000.00 | 8.6% |
| 5034 Animal Shelter Expansion | 0.00 | 50,000.00 | 0.0% |
| Total Capital Outlay | 222,749.46 | 5,344,000.00 | 4.2% |
| Debt Service | | | |
| 5110 2015 Refunding Bond Series | 500.00 | 314,875.00 | 0.2% |
| 5112 2015 C.O. Series | 500.00 | 276,875.00 | 0.2% |
| 5114 2020 C.O. Series | 0.00 | 257,025.00 | 0.0% |
| Total Debt Service | 1,000.00 | 848,775.00 | 0.1% |
| General Government | | | |
| 5202 Bank Service Charges | 15.00 | 200.00 | 7.5% |
| 5204 Books & Subscriptions | 0.00 | 300.00 | 0.0% |
| 5206 Computer Hardware/Software | 2,915.19 | 60,000.00 | 4.9% |
| 5208 Copier Rental | 483.45 | 3,600.00 | 13.4% |
| 5210 Dues & Memberships | 599.50 | 3,500.00 | 17.1% |
| 5212 EDC Tax Payment | 25,809.02 | 333,375.00 | 7.7% |
| 5214 Election Expenses | 0.00 | 15,000.00 | 0.0% |
| 5216 Volunteer/Staff Events | 38.53 | 7,000.00 | 0.6% |
| 5218 General Communications | 846.00 | 32,000.00 | 2.6% |
| 5222 Office Supplies & Equip. | 25.91 | 3,000.00 | 0.9% |
| 5224 Postage | 0.00 | 7,000.00 | 0.0% |
| 5226 Community Cause | 1,298.94 | 2,000.00 | 64.9% |
| 5228 Town Council/Board Expense | 2,401.63 | 6,500.00 | 36.9% |
| 5230 Training & Education | 0.00 | 1,500.00 | 0.0% |
| 5232 Travel Expense | 1,536.12 | 1,500.00 | 102.4% |
| 5234 Staff Uniforms | 0.00 | 800.00 | 0.0% |
| 5236 Transfer to Reserve | 0.00 | 0.00 | 0.0% |
| General Government - Other | 5.00 | | |
| Total General Government | 35,974.29 | 477,275.00 | 7.5% |

Town of Hickory Creek
Budget vs. Actual Year to Date 8.34%
October 2024

| | Oct 24 | Budget | % of Budget |
|--------------------------------------|-------------------|---------------------|--------------|
| Municipal Court | | | |
| 5302 Books & Subscriptions | 0.00 | 100.00 | 0.0% |
| 5304 Building Security | 0.00 | 18,023.00 | 0.0% |
| 5312 Court Technology | 1,563.65 | 15,963.00 | 9.8% |
| 5314 Dues & Memberships | 0.00 | 150.00 | 0.0% |
| 5318 Merchant Fees/Credit Cards | 341.68 | 5,000.00 | 6.8% |
| 5322 Office Supplies/Equipment | 0.00 | 100.00 | 0.0% |
| 5324 State Court Costs | 73,771.47 | 311,060.00 | 23.7% |
| 5326 Training & Education | 0.00 | 1,000.00 | 0.0% |
| 5328 Travel Expense | 0.00 | 1,000.00 | 0.0% |
| 5332 Warrants Collected | -1,206.27 | 2,500.00 | -48.3% |
| Total Municipal Court | 74,470.53 | 354,896.00 | 21.0% |
| Parks and Recreation | | | |
| 5402 Events | 0.00 | 1,500.00 | 0.0% |
| 5408 Tanglewood Park | 2,204.14 | 5,000.00 | 44.1% |
| 5412 KHCB | 0.00 | 500.00 | 0.0% |
| 5414 Tree City USA | 360.00 | 500.00 | 72.0% |
| 5416 Town Hall Park | 0.00 | 0.00 | 0.0% |
| Total Parks and Recreation | 2,564.14 | 7,500.00 | 34.2% |
| Parks Corps of Engineer | | | |
| 5432 Arrowhead | 2,097.29 | 39,000.00 | 5.4% |
| 5434 Harbor Grove | 26.97 | 10,500.00 | 0.3% |
| 5436 Point Vista | 1,813.03 | 15,500.00 | 11.7% |
| 5438 Sycamore Bend | 2,693.93 | 44,000.00 | 6.1% |
| Total Parks Corps of Engineer | 6,631.22 | 109,000.00 | 6.1% |
| Personnel | | | |
| 5502 Administration Wages | 24,788.40 | 390,727.00 | 6.3% |
| 5504 Municipal Court Wages | 9,646.41 | 125,393.00 | 7.7% |
| 5506 Police Wages | 92,736.94 | 1,283,873.00 | 7.2% |
| 5507 Police Overtime Wages | 5,393.75 | 36,000.00 | 15.0% |
| 5508 Public Works Wages | 21,140.88 | 286,154.00 | 7.4% |
| 5509 Public Works Overtime Wage | 226.47 | 4,500.00 | 5.0% |
| 5510 Health Insurance | 11,378.24 | 286,225.00 | 4.0% |
| 5512 Longevity | 0.00 | 14,750.00 | 0.0% |
| 5514 Payroll Expense | 2,696.13 | 30,000.00 | 9.0% |
| 5516 Employment Exams | 440.00 | 2,500.00 | 17.6% |
| 5518 Retirement (TMRS) | 22,861.23 | 317,550.00 | 7.2% |
| 5520 Unemployment (TWC) | 386.04 | 3,000.00 | 12.9% |
| 5522 Workman's Compensation | 0.00 | 43,070.00 | 0.0% |
| 5524 Contract Employment | 0.00 | 30,000.00 | 0.0% |
| Total Personnel | 191,694.49 | 2,853,742.00 | 6.7% |
| Police Department | | | |
| 5602 Auto Gas & Oil | 4,940.20 | 50,000.00 | 9.9% |
| 5606 Auto Maintenance & Repair | 8,501.04 | 65,000.00 | 13.1% |
| 5610 Books & Subscriptions | 0.00 | 600.00 | 0.0% |
| 5612 Computer Hardware/Software | 9,430.87 | 75,500.00 | 12.5% |
| 5614 Crime Lab Analysis | 394.87 | 5,000.00 | 7.9% |
| 5616 Drug Forfeiture | 0.00 | 0.00 | 0.0% |
| 5618 Dues & Memberships | 0.00 | 500.00 | 0.0% |
| 5626 Office Supplies/Equipment | 49.90 | 2,000.00 | 2.5% |
| 5630 Personnel Equipment | 21,459.90 | 40,000.00 | 53.6% |
| 5634 Travel Expense | 0.00 | 1,500.00 | 0.0% |
| 5636 Uniforms | 634.92 | 12,000.00 | 5.3% |
| 5640 Training & Education | 0.00 | 15,000.00 | 0.0% |
| 5644 Citizens on Patrol | 0.00 | 100.00 | 0.0% |
| 5646 Community Outreach | 1,325.48 | 1,500.00 | 88.4% |
| 5648 K9 Unit | 0.00 | 3,500.00 | 0.0% |
| 5650 Task Force Forfeiture | 0.00 | 0.00 | 0.0% |
| Total Police Department | 46,737.18 | 272,200.00 | 17.2% |

Town of Hickory Creek
Budget vs. Actual Year to Date 8.34%
October 2024

| | Oct 24 | Budget | % of Budget |
|--|--------------------|----------------------|---------------|
| Public Works Department | | | |
| 5702 Animal Control Donation | 0.00 | 1,000.00 | 0.0% |
| 5704 Animal Control Equipment | 1,015.52 | 2,500.00 | 40.6% |
| 5706 Animal Control Supplies | 672.50 | 5,000.00 | 13.5% |
| 5708 Animal Control Vet Fees | 242.10 | 25,000.00 | 1.0% |
| 5710 Auto Gas & Oil | 1,259.53 | 20,000.00 | 6.3% |
| 5714 Auto Maintenance/Repair | 442.88 | 10,000.00 | 4.4% |
| 5716 Beautification | 0.00 | 120,000.00 | 0.0% |
| 5718 Computer Hardware/Software | 140.04 | 3,500.00 | 4.0% |
| 5720 Dues & Memberships | 0.00 | 450.00 | 0.0% |
| 5722 Equipment | 0.00 | 2,500.00 | 0.0% |
| 5724 Equipment Maintenance | 4,033.60 | 35,000.00 | 11.5% |
| 5726 Equipment Rental | 0.00 | 1,000.00 | 0.0% |
| 5728 Equipment Supplies | 439.37 | 5,000.00 | 8.8% |
| 5732 Office Supplies/Equipment | 0.00 | 1,750.00 | 0.0% |
| 5734 Communications | 315.12 | 3,800.00 | 8.3% |
| 5738 Training | 50.00 | 800.00 | 6.3% |
| 5740 Travel Expense | 1,195.16 | 2,000.00 | 59.8% |
| 5742 Uniforms | 493.55 | 2,800.00 | 17.6% |
| 5748 Landscaping Services | 702.19 | 90,000.00 | 0.8% |
| Total Public Works Department | 11,001.56 | 332,100.00 | 3.3% |
| Services | | | |
| 5802 Appraisal District | 0.00 | 17,500.00 | 0.0% |
| 5804 Attorney Fees | 13,554.75 | 100,000.00 | 13.6% |
| 5806 Audit | 0.00 | 15,500.00 | 0.0% |
| 5808 Codification | 0.00 | 2,000.00 | 0.0% |
| 5812 Document Management | 0.00 | 750.00 | 0.0% |
| 5814 Engineering | 8,444.07 | 95,000.00 | 8.9% |
| 5816 General Insurance | 0.00 | 60,014.00 | 0.0% |
| 5818 Inspections | 3,876.00 | 42,000.00 | 9.2% |
| 5820 Fire Service | 242,673.00 | 970,692.00 | 25.0% |
| 5822 Legal Notices/Advertising | 1,306.52 | 2,000.00 | 65.3% |
| 5824 Library Services | 160.90 | 1,200.00 | 13.4% |
| 5826 Municipal Judge | 0.00 | 13,800.00 | 0.0% |
| 5828 Printing | 0.00 | 2,500.00 | 0.0% |
| 5830 Tax Collection | 0.00 | 3,500.00 | 0.0% |
| 5832 Computer Technical Support | 45,953.92 | 45,000.00 | 102.1% |
| 5838 DCCAC | 0.00 | 3,780.00 | 0.0% |
| 5840 Denton County Dispatch | 0.00 | 45,183.00 | 0.0% |
| 5844 Helping Hands | 0.00 | 200.00 | 0.0% |
| 5846 Span Transit Services | 546.48 | 20,000.00 | 2.7% |
| 5848 Recording Fees | 0.00 | 500.00 | 0.0% |
| Total Services | 316,515.64 | 1,441,119.00 | 22.0% |
| Special Events | | | |
| 6012 Special Events | 4,640.00 | 25,000.00 | 18.6% |
| Total Special Events | 4,640.00 | 25,000.00 | 18.6% |
| Utilities & Maintenance | | | |
| 5902 Bldg Maintenance/Supplies | 3,316.81 | 185,000.00 | 1.8% |
| 5904 Electric | 2,433.80 | 27,000.00 | 9.0% |
| 5906 Gas | 148.58 | 3,000.00 | 5.0% |
| 5908 Street Lighting | 4,123.61 | 45,000.00 | 9.2% |
| 5910 Telecom | 1,770.04 | 25,000.00 | 7.1% |
| 5912 Water | 0.00 | 25,000.00 | 0.0% |
| Total Utilities & Maintenance | 11,792.84 | 310,000.00 | 3.8% |
| Total Expense | 925,771.35 | 12,375,607.00 | 7.5% |
| Net Ordinary Income | -533,630.80 | 0.00 | 100.0% |
| Net Income | -533,630.80 | 0.00 | 100.0% |

Town of Hickory Creek Expenditures over \$1,000.00 October 2024

| Type | Date | Num | Name | Amount |
|--|------------|-----------|------------------------------------|------------|
| Ordinary Income/Expense | | | | |
| Expense | | | | |
| Capital Outlay | | | | |
| 5022 Parks and Rec Improvements | | | | |
| Bill | 10/23/2024 | Inv #4... | Kraftsman | 90,171.03 |
| Bill | 10/31/2024 | Quote ... | Woodland Hills Camera & Telescopes | 10,961.30 |
| Total 5022 Parks and Rec Improvements | | | | 101,132.33 |
| 5026 Fleet Vehicles | | | | |
| Check | 10/21/2024 | Debit | Enterprise Fleet Management | 4,293.88 |
| Bill | 10/23/2024 | Job 28... | Technics Auto Shield | 1,700.00 |
| Check | 10/24/2024 | 5900 | City Of Lake Dallas | 21,000.00 |
| Total 5026 Fleet Vehicles | | | | 26,993.88 |
| Total Capital Outlay | | | | 128,126.21 |
| General Government | | | | |
| 5206 Computer Hardware/Software | | | | |
| Bill | 10/23/2024 | Inv #1... | Granicus | 2,760.00 |
| Total 5206 Computer Hardware/Software | | | | 2,760.00 |
| 5212 EDC Tax Payment | | | | |
| Check | 10/23/2024 | | Hickory Creek Economic Development | 25,808.02 |
| Total 5212 EDC Tax Payment | | | | 25,808.02 |
| 5226 Community Cause | | | | |
| Check | 10/10/2024 | Debit | Lake Cities Education Foundation | 1,200.00 |
| Total 5226 Community Cause | | | | 1,200.00 |
| 5228 Town Council/Board Expense | | | | |
| Check | 10/15/2024 | 5896 | Chris Gordon | 1,218.15 |
| Total 5228 Town Council/Board Expense | | | | 1,218.15 |
| 5232 Travel Expense | | | | |
| Check | 10/15/2024 | Debit | Hyatt Regency Houston | 1,054.83 |
| Total 5232 Travel Expense | | | | 1,054.83 |
| Total General Government | | | | 32,041.00 |
| Municipal Court | | | | |
| 5312 Court Technology | | | | |
| Bill | 10/23/2024 | Inv #1... | Amazon Capital Services | 1,309.47 |
| Total 5312 Court Technology | | | | 1,309.47 |
| 5324 State Court Costs | | | | |
| Check | 10/18/2024 | Debit | State Comptroller | 73,670.47 |
| Total 5324 State Court Costs | | | | 73,670.47 |
| Total Municipal Court | | | | 74,979.94 |
| Parks Corps of Engineer | | | | |
| 5432 Arrowhead | | | | |
| Bill | 10/01/2024 | Inv #2... | Structured Technology Solutions | 1,120.82 |
| Deposit | 10/07/2024 | | Deposit | -1,120.82 |
| Check | 10/08/2024 | Wire | Structured Technology Solutions | 1,120.82 |
| Total 5432 Arrowhead | | | | 1,120.82 |
| 5436 Point Vista | | | | |
| Bill | 10/01/2024 | Inv #2... | Structured Technology Solutions | 1,120.83 |
| Deposit | 10/07/2024 | | Deposit | -1,120.83 |
| Check | 10/08/2024 | Wire | Structured Technology Solutions | 1,120.83 |

Town of Hickory Creek
Expenditures over \$1,000.00
October 2024

| Type | Date | Num | Name | Amount |
|---|------------|------------|-------------------------------------|-----------|
| Total 5436 Point Vista | | | | 1,120.83 |
| 5438 Sycamore Bend | | | | |
| Bill | 10/01/2024 | Inv #2... | Structured Technology Solutions | 1,120.83 |
| Deposit | 10/07/2024 | | Deposit | -1,120.83 |
| Check | 10/08/2024 | Wire | Structured Technology Solutions | 1,120.83 |
| Total 5438 Sycamore Bend | | | | 1,120.83 |
| Total Parks Corps of Engineer | | | | 3,362.48 |
| Personnel | | | | |
| 5510 Health Insurance | | | | |
| Check | 10/02/2024 | Debit | Renaissance Life & Health Insurance | 1,230.59 |
| Check | 10/29/2024 | Debit | Cigna | 9,826.54 |
| Total 5510 Health Insurance | | | | 11,057.13 |
| 5518 Retirement (TMRS) | | | | |
| Check | 10/09/2024 | Debit | TMRS | 22,861.23 |
| Total 5518 Retirement (TMRS) | | | | 22,861.23 |
| Total Personnel | | | | 33,918.36 |
| Police Department | | | | |
| 5602 Auto Gas & Oil | | | | |
| Check | 10/23/2024 | Debit | WEX Bank | 4,940.20 |
| Total 5602 Auto Gas & Oil | | | | 4,940.20 |
| 5606 Auto Maintenance & Repair | | | | |
| Check | 10/08/2024 | Debit | Technics Auto Shield | 1,700.00 |
| Bill | 10/23/2024 | Inv #1... | Christian Brothers Automotive | 1,001.98 |
| Bill | 10/23/2024 | Inv #1... | Christian Brothers Automotive | 2,360.73 |
| Bill | 10/31/2024 | Inv #1... | Christian Brothers Automotive | 2,073.26 |
| Total 5606 Auto Maintenance & Repair | | | | 7,135.97 |
| 5612 Computer Hardware/Software | | | | |
| Bill | 10/02/2024 | Inv #IN... | Lexipool, LLC | 8,374.75 |
| Total 5612 Computer Hardware/Software | | | | 8,374.75 |
| 5630 Personnel Equipment | | | | |
| Deposit | 10/23/2024 | | Deposit | -1,872.00 |
| Bill | 10/24/2024 | Invoice... | Utility Associates, Inc. | 21,255.00 |
| Check | 10/29/2024 | Wire | Denton County Treasurer | 1,872.00 |
| Total 5630 Personnel Equipment | | | | 21,255.00 |
| Total Police Department | | | | 41,705.92 |
| Public Works Department | | | | |
| 5704 Animal Control Equipment | | | | |
| Check | 10/24/2024 | Debit | Midmark Corporation | 1,015.52 |
| Total 5704 Animal Control Equipment | | | | 1,015.52 |
| 5710 Auto Gas & Oil | | | | |
| Check | 10/23/2024 | Debit | WEX Bank | 1,259.53 |
| Total 5710 Auto Gas & Oil | | | | 1,259.53 |
| 5724 Equipment Maintenance | | | | |
| Bill | 10/24/2024 | Order ... | Associated Supply Company, Inc. | 4,033.60 |
| Total 5724 Equipment Maintenance | | | | 4,033.60 |
| 5740 Travel Expense | | | | |
| Check | 10/11/2024 | Debit | Hyatt Regency Houston | 1,054.83 |

Town of Hickory Creek Expenditures over \$1,000.00 October 2024

| Type | Date | Num | Name | Amount |
|--|------------|------------|---|--------------------|
| Total 5740 Travel Expense | | | | 1,054.83 |
| Total Public Works Department | | | | 7,363.48 |
| Services | | | | |
| 5804 Attorney Fees | | | | |
| Check | 10/31/2024 | Debit | Law Office of Dorwin L. Sargent III, PLLC | 12,894.75 |
| Total 5804 Attorney Fees | | | | 12,894.75 |
| 5814 Engineering | | | | |
| Check | 10/23/2024 | | Half Associates, Inc. | 8,443.07 |
| Total 5814 Engineering | | | | 8,443.07 |
| 5818 Inspections | | | | |
| Check | 10/29/2024 | Debit | Build by I-Codes | 2,760.00 |
| Total 5818 Inspections | | | | 2,760.00 |
| 5820 Fire Service | | | | |
| Bill | 10/30/2024 | Invoice... | City of Corinth | 242,673.00 |
| Total 5820 Fire Service | | | | 242,673.00 |
| 5822 Legal Notices/Advertising | | | | |
| Bill | 10/24/2024 | Invoice... | Denton Record Chronicle | 1,265.00 |
| Total 5822 Legal Notices/Advertising | | | | 1,265.00 |
| 5832 Computer Technical Support | | | | |
| Bill | 10/01/2024 | Inv #2... | Structured Technology Solutions | 45,953.92 |
| Deposit | 10/07/2024 | | Deposit | -45,953.92 |
| Check | 10/08/2024 | Wire | Structured Technology Solutions | 45,953.92 |
| Total 5832 Computer Technical Support | | | | 45,953.92 |
| 5840 Denton County Dispatch | | | | |
| Deposit | 10/23/2024 | | Deposit | -38,508.00 |
| Check | 10/29/2024 | Wire | Denton County Treasurer | 38,508.00 |
| Total 5840 Denton County Dispatch | | | | 0.00 |
| Total Services | | | | 313,989.74 |
| Utilities & Maintenance | | | | |
| 5904 Electric | | | | |
| Check | 10/21/2024 | Debit | Hudson Energy Services, LLC | 2,433.80 |
| Total 5904 Electric | | | | 2,433.80 |
| 5908 Street Lighting | | | | |
| Check | 10/21/2024 | Debit | Hudson Energy Services, LLC | 3,935.84 |
| Total 5908 Street Lighting | | | | 3,935.84 |
| Total Utilities & Maintenance | | | | 6,369.64 |
| Total Expense | | | | 641,856.77 |
| Net Ordinary Income | | | | -641,856.77 |
| Net Income | | | | -641,856.77 |



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 10/01/2024 - 10/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.9905%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 10/31/24 WAS 1.000339.

| MONTHLY ACTIVITY DETAIL | | | | |
|--------------------------------|-------------------|---------------------|--------------------|--------------|
| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
| | BEGINNING BALANCE | | | 1,372,730.31 |
| 10/31/2024 | MONTHLY POSTING | 9999888 | 5,818.34 | 1,378,548.65 |
| | ENDING BALANCE | | | 1,378,548.65 |

| MONTHLY ACCOUNT SUMMARY | |
|--------------------------------|--------------|
| BEGINNING BALANCE | 1,372,730.31 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 5,818.34 |
| ENDING BALANCE | 1,378,548.65 |
| AVERAGE BALANCE | 1,372,730.31 |

| ACTIVITY SUMMARY (YEAR-TO-DATE) | | | |
|--|----------|-------------|-----------|
| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
| 2020 CERTIFICATES OF OBLIGATIONS | 0.00 | 168,506.55 | 66,001.71 |



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: 10/01/2024 - 10/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.9905%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 10/31/24 WAS 1.000339.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------|---------------------|--------------------|---------|
|------------------|-------------|---------------------|--------------------|---------|

| | | | | |
|------------|-------------------|---------|-------|-----------|
| | BEGINNING BALANCE | | | 10,693.53 |
| 10/31/2024 | MONTHLY POSTING | 9999888 | 45.34 | 10,738.87 |
| | ENDING BALANCE | | | 10,738.87 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|-----------|
| BEGINNING BALANCE | 10,693.53 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 45.34 |
| ENDING BALANCE | 10,738.87 |
| AVERAGE BALANCE | 10,693.53 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-------------------------|----------|-------------|----------|
| ANIMAL SHELTER FACILITY | 0.00 | 0.00 | 470.64 |



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276016

ACCOUNT NAME: CORONAVIRUS LOCAL RECOVERY FUNDS

STATEMENT PERIOD: 10/01/2024 - 10/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.9905%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 10/31/24 WAS 1.000339.

| MONTHLY ACTIVITY DETAIL | | | | |
|-------------------------|-------------------|---------------------|--------------------|-----------|
| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
| | BEGINNING BALANCE | | | 63,079.41 |
| 10/31/2024 | MONTHLY POSTING | 9999888 | 267.36 | 63,346.77 |
| | ENDING BALANCE | | | 63,346.77 |

| MONTHLY ACCOUNT SUMMARY | |
|-------------------------|-----------|
| BEGINNING BALANCE | 63,079.41 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 267.36 |
| ENDING BALANCE | 63,346.77 |
| AVERAGE BALANCE | 63,079.41 |

| ACTIVITY SUMMARY (YEAR-TO-DATE) | | | |
|----------------------------------|----------|-------------|----------|
| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
| CORONAVIRUS LOCAL RECOVERY FUNDS | 0.00 | 686,932.64 | 8,776.94 |



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: 10/01/2024 - 10/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.9905%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 10/31/24 WAS 1.000339.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|-----------|
| | BEGINNING BALANCE | | | 89,732.87 |
| 10/31/2024 | MONTHLY POSTING | 9999888 | 380.33 | 90,113.20 |
| | ENDING BALANCE | | | 90,113.20 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|-----------|
| BEGINNING BALANCE | 89,732.87 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 380.33 |
| ENDING BALANCE | 90,113.20 |
| AVERAGE BALANCE | 89,732.87 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-----------------------------|----------|-------------|----------|
| HARBOR LANE - SYCAMORE BEND | 0.00 | 0.00 | 3,948.85 |



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: 10/01/2024 - 10/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.9905%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 10/31/24 WAS 1.000339.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|---------------|
| | BEGINNING BALANCE | | | 11,262,912.35 |
| 10/08/2024 | ACH WITHDRAWAL | 6171042 | 250,000.00 - | 11,012,912.35 |
| 10/28/2024 | ACH WITHDRAWAL | 6171743 | 450,000.00 - | 10,562,912.35 |
| 10/31/2024 | MONTHLY POSTING | 9999888 | 46,674.64 | 10,609,586.99 |
| | ENDING BALANCE | | | 10,609,586.99 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|---------------|
| BEGINNING BALANCE | 11,262,912.35 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 700,000.00 |
| TOTAL INTEREST | 46,674.64 |
| ENDING BALANCE | 10,609,586.99 |
| AVERAGE BALANCE | 11,011,299.45 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-----------------|--------------|--------------|------------|
| INVESTMENT FUND | 2,557,133.81 | 2,966,200.00 | 509,043.50 |



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: 10/01/2024 - 10/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.9905%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 10/31/24 WAS 1.000339.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------|---------------------|--------------------|---------|
|------------------|-------------|---------------------|--------------------|---------|

| | | | | |
|------------|-------------------|---------|--------|------------|
| | BEGINNING BALANCE | | | 105,922.24 |
| 10/31/2024 | MONTHLY POSTING | 9999888 | 448.96 | 106,371.20 |
| | ENDING BALANCE | | | 106,371.20 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|------------|
| BEGINNING BALANCE | 105,922.24 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 448.96 |
| ENDING BALANCE | 106,371.20 |
| AVERAGE BALANCE | 105,922.24 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|--------------------------------|----------|-------------|----------|
| TURBEVILLE RD IMPROVEMENT FUND | 0.00 | 0.00 | 4,661.27 |

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-1125-__**

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 WITH THE DALLAS COUNTY CRIMINAL DISTRICT ATTORNEY’S OFFICE FOR SEIZURE OF FORFEITED CONTRABAND; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement concerning seizure of forfeited contraband and proceeds from the same, attached hereto as Exhibit A which is hereby 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 of Exhibit A 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 25th day of November, 2024.

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

STATE OF TEXAS § LOCAL AGREEMENT FOR THE DISPOSITION OF
§ FORFEITED CONTRABAND PURSUANT TO CHAPTER
COUNTY OF DALLAS § 59 OF THE TEXAS CODE OF CRIMINAL PROCEDURE

This Local Agreement (“Agreement”) is made by and between the Dallas County Criminal District Attorney’s Office (“District Attorney”) and Town of Hickory Creek on behalf of the Hickory Creek Police Department (“THE PD”), pursuant to Chapter 59 of the Texas Code of Criminal Procedure. The District Attorney or THE PD may hereinafter be referred to individually as a “Party”, or collectively, the “Parties”.

RECITALS:

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure, entitled “Forfeiture of Contraband” provides for the forfeiture to the State of Texas of property determined to be “contraband” as defined therein; and

WHEREAS, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure (“TCCP”) authorizes “local agreements” between the attorney representing the state and law enforcement agencies to effect the disposition of forfeited contraband; and

WHEREAS, the District Attorney represents the State of Texas in forfeiture proceedings involving contraband seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, THE PD and District Attorney desire to enter into a “local agreement” regarding the disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure has authorized THE PD as the law enforcement agency and the District Attorney as the attorney representing the state to execute this Agreement; and

WHEREAS, the terms of this Agreement shall apply only to those cases where contraband is finally forfeited and the cases are closed by the District Attorney on or after January 1, 2025; and

NOW, THEREFORE, THE PD and the District Attorney, in mutual consideration of the terms and conditions herein contained, hereby agree as follows:

SECTION 1: TERM/TERMINATION

The Term of this Agreement will commence on January 1, 2025, and will remain in effect through December 31, 2028, unless terminated earlier under any provision hereof (“Term”). After the initial term, this Agreement may be renewed annually with the written consent of all Parties and such renewals shall be in accordance with the terms of this Agreement unless amended. This Agreement may be terminated by either Party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeitures under this Agreement filed prior to the termination date, however, shall not be affected by such notices.

SECTION 2: CHAPTER 59 PROCEEDS DISTRIBUTION

A. In consideration for the services provided by THE PD and District Attorney

associated with the forfeiture of contraband, THE PD and the District Attorney agree to the following obligations and disposition of proceeds from contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure.

(1) **Currency**: THE PD will receive sixty-five percent (65%) and the District Attorney will receive thirty-five (35%) percent of the value all Normal Currency or Currency Equivalent.

(2) **Real Property**: Real Property is to be sold or auctioned by THE PD. THE PD will receive sixty-five percent (65%) and the District Attorney will receive thirty-five (35%) percent of the value of all Real Property.

(3) **Motor Vehicles**: Motor Vehicles are to be auctioned, sold, or kept for use by THE PD. Regardless of whether a Motor Vehicle is kept for use by THE PD or how much it is sold or auctioned for, the District Attorney will receive Seven Hundred and Fifty Dollars and Zero Cents (\$750.00) for each Motor Vehicle and The PD will receive any remaining proceeds.

(4) **Collectibles**: Collectibles are to be sold or auctioned by THE PD. THE PD will receive sixty-five percent (65%) and the District Attorney will receive thirty-five (35%) percent of the value of all Collectibles.

(5) **Personal Property**: Personal Property is to be sold or auctioned by THE PD. If an item of Personal Property is sold or auctioned for more than Five Hundred Dollars and Zero Cents (\$500.00), then THE PD will receive sixty-five percent (65%) and the District Attorney will receive thirty-five (35%) percent of the value of the item of Personal Property. If an item of Personal Property is sold or auctioned for less than Five Hundred Dollars and Zero Cents (\$500.00), then then the District Attorney will receive Fifty Dollars and Zero Cents (\$50.00) for each item of Personal Property and THE PD will receive any remaining proceeds.

(6) **Firearms and ammunition**: THE PD will be responsible for the ownership and disposition of all firearms, ammunition, and associated accessories and equipment that is seized and forfeited under Chapter 59, TCCP. The District Attorney will receive no percentage of any sales of firearms, ammunition, and associated accessories and equipment.

(7) **Precious Metals, and Gemstones**: Precious Metals, and Gemstones are to be sold or auctioned by THE PD. THE PD will receive sixty-five percent (65%) and the District Attorney will receive thirty-five (35%) percent of the value of all Precious Metals, and Gemstones.

B. The proceeds from the sale or auction of all contraband forfeited under Chapter 59 of the Code of Criminal Procedure (including Normal Currency and Currency Equivalent) shall be received by THE PD and deposited with THE PD's treasury. THE PD will then transfer to the District Attorney all money and proceeds of forfeited contraband in accordance with Section 2 A.(1)-(7) above. Payments to the District Attorney shall be made in accordance with Sections 2 and 3 of this Agreement.

C. In accordance with Article 59.06(c)(1), TCCP, all money and proceeds from the sale of contraband received by the District Attorney shall be deposited in a special fund in the County treasury for the benefit of the office of the District Attorney to be used by the District Attorney solely for the official purposes of the office.

D. In accordance with Article 59.06(c)(2), TCCP, all money and proceeds from the sale of contraband received by THE PD shall be deposited in a special fund to be used by THE PD solely for law enforcement purposes.

E. All auctions or sales shall be conducted in accordance with the policies and procedures of THE PD, Chapter 59 of the TCCP, and all applicable federal and state laws.

F. **Normal Currency Value.** Normal Currency under this Agreement includes but is not limited to the following: Negotiable Instruments, paper money, and coin money that is worth no more than their face value (“Normal Currency”). The value of Normal Currency and other negotiable instruments will be based on their face value.

G. **Currency Equivalent Value.** Currency Equivalent under this Agreement includes but is not limited to the following: Negotiable instruments worth more than their face value, gift cards, cryptocurrency, stocks, and bonds, and other negotiable instruments. The value of Currency Equivalents will be based on the net proceeds (after deduction of sale or auction expenses) from the sale or auction of Currency Equivalents or the exchange of Currency Equivalents for cash.

H. **Collectibles Value.** Collectibles under this Agreement includes but is not limited to the following: Paper money, coin money, and stamps that are worth more than their face value, sports cards, antiques, and jewelry. The value of Collectibles will be based on the net proceeds (after deduction of sale or auction expenses) from the sale or auction of Collectibles

I. **Real Property Value.** The value of Real Property will be based on the net proceeds (after deduction of sale or auction expenses) from the sale or auction of Real Property.

J. **Motor Vehicle(s).** Motor Vehicle(s) under this Agreement includes but is not limited to the following: Cars, trucks, all-terrain vehicles, boats, scooters, mopeds, tractors, jet skis, trailers, mobile homes, recreational vehicles (RV), campers, and motorcycles.

K. **Personal Property.** An item of Personal Property under this Agreement includes but is not limited to the following: televisions, monitors, computers, drones, cellular phones, clothes, tools, and other items not defined in Section 2 F, G, H, I, J, or L. The value of an item of Personal Property will be based on net proceeds (after deduction of sale or auction expenses) from the sale or auction of an item of Personal Property.

L. **Precious Metals and Gemstones Value.** Precious Metals and Gemstones under this Agreement includes but is not limited to the following: gold, silver, platinum, and precious or semiprecious stones. The value of Precious Metals and Gemstones will be based on net proceeds (after deduction of sale or auction expenses) from the sale of Precious Metals and Gemstones.

SECTION 3: PAYMENT TERMS AND OBLIGATIONS

A. This Agreement shall apply to cases in which the contraband is finally forfeited, and the cases are closed by the District Attorney during the Term of this Agreement. Contraband is to be considered forfeited once a forfeiture judgment has been executed, and the time to file a Motion for New Trial or Notice of Appeal has expired (“final judgment”).

Payments to the District Attorney for Normal Currency and Motor Vehicles shall be made no later than sixty (60) days after THE PD receives an invoice and final judgment from the District Attorney. Payments to the District Attorney for Real Property, Collectibles, Personal Property, Precious Metals, and Gemstones shall be made no later than thirty (30) days after THE PD receives an invoice and final judgment from the District Attorney. THE PD shall send notice to the District Attorney of the final auction or sale amount no later than five (5) calendar days after the sale or auction of Real Property, Collectibles, Personal Property, Precious Metals, and Gemstones. All invoices will be submitted in a format that is in accordance with the District Attorney’s internal processes and policies.

B. All payments made to the District Attorney shall be from money or proceeds from the sale or auction of contraband seized and forfeited pursuant to this Agreement.

THE PD will also pay the District Attorney any interest earned from the date of seizure until the date of payment on the District Attorney's portion of the forfeited contraband proceeds. All costs of court proceedings and related litigation expenses shall be paid by THE PD. All costs of title searches and title policies shall be paid by THE PD when the forfeiture of Real Property is involved. All expenses related to the appraisal or valuation of any contraband shall be paid by THE PD. Any pre or post judgment interest ordered by a Court shall be paid by the PD.

C. All contraband shall be sold or auctioned by the PD within six (6) months after the final judgment. The PD shall seek the best value for all contraband sold or auctioned.

D. If payment is not made by THE PD by the payment due date in accordance with Section 3A, then THE PD shall pay to the District Attorney forty percent (40%) of the value of the Normal Currency, Currency Equivalent, Real Property, Collectibles, Precious Metals and Gemstones, or Personal Property (over \$500.00) items forfeited pursuant to the final judgment ("Revised Distribution") and all interest earned on the Revised Distribution from the date of seizure until the date of payment.

E. If payment is not made by THE PD by the payment due date in accordance with Section 3A., then THE PD shall pay to the District Attorney Seventy-Five Dollar and No Cents (\$75.00) for each item of Personal Property (under \$500.00) forfeited pursuant to the final judgment and all interest earned on Seventy-Five Dollars and No Cents (\$75.00) from the date of seizure until the date of payment.

F. If payment is not made by THE PD by the payment due date in accordance with Section 3A., then THE PD shall pay to the District Attorney One Thousand One Hundred and Twenty-Five Dollars and No Cents (\$1,125.00) for each Motor Vehicle forfeited pursuant to the final judgment and all interest earned on One Thousand One Hundred and Twenty-Five Dollars and No Cents (\$1,125.00) from the date of seizure until the date of payment.

G. THE PD shall require its officers to cooperate with the District Attorney, including but not limited to, being available to testify at hearings and trials, providing offense reports to the District Attorney upon request, and providing any and all additional evidence that may be necessary for any and all forfeiture cases and proceedings.

H. This Agreement shall not be construed to impose a duty on the District Attorney to file or institute forfeiture proceedings in any particular case or instance.

I. In accordance with Article 59.03(c), The PD shall have custody and be responsible for any property or contraband that is seized pursuant to this Agreement until the property or contraband is returned to the defendant or finally forfeited and proceeds have been distributed.

J. In the event that an audit is conducted pursuant to Article 59.061 TCCP, the PD shall cooperate with the District Attorney, including but not limited to, providing all records or information related to this Agreement or any forfeiture case filed pursuant to this Agreement.

SECTION 4: ADDENDUMS

In the event that the District Attorney determines in its sole discretion that significant time and effort is necessary for pre-seizure planning of a seizure and/or arrest, the case will be developed as a joint investigation with the percentage apportioned between the Parties commensurate with the time and effort required by each and an addendum to this Agreement will be executed by the Parties as it pertains to the particular seizure and/or arrest.

SECTION 5: LIABILITY

Neither Party shall be responsible for the alleged, presumed, or adjudged negligent acts or omissions, or other tortious conduct of the other Party in the course of performance of this Agreement. Nothing in this section is intended to waive any sovereign immunity, governmental immunity or other defenses available to the Parties under federal or state law. Nothing in this section shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas. This Section shall survive termination of this Agreement.

SECTION 6: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

If intended for the District Attorney:

Dallas County District Attorney's Office
Frank Crowley Courts Building
133 North Riverfront Blvd., LB-19
Dallas, Texas 75207
ATTN: Administrative Attorney

District Attorney – Civil Division
Administrative Building
500 Elm Street, Suite 6300
Dallas, Texas 75202
ATTN: Forfeiture Attorney

If intended for THE PD, to:

The Police Chief
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

SECTION 7: MISCELLANEOUS PROVISIONS

A. ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement between the Parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

B. COUNTERPARTS, NUMBER/GENDER AND HEADINGS. This Agreement may be

executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

C. SEVERABILITY. If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

D. DEFAULT/CUMULATIVE RIGHTS/MITIGATION. It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in an authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to any other remedy. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. The Parties have a duty to mitigate damages.

E. SOVEREIGN IMMUNITY. This Agreement is expressly made subject to the Parties' Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable state and federal laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that the Parties have by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.

F. COMPLIANCE WITH LAWS AND VENUE. In carrying out the obligations required by this Agreement, THE PD must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in state and federal Court physically located in Dallas County, Texas.

G. RELATIONSHIP OF PARTIES. Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

H. CONTRA PROFERENTEM. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

I. ASSIGNMENT. Neither Party may transfer or assign its interest in this Agreement. .

J. CONTINUING OBLIGATIONS. All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

K. SIGNATORY WARRANTY. THE PD and the District Attorney represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances and provisions set forth in this Agreement.

[Signatures on following page]

EXECUTED THIS 1st DAY OF January 2025. (“Effective Date”)

DISTRICT ATTORNEY:

John Creuzot
Dallas County Criminal District Attorney

TOWN OF HICKORY CREEK:

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

RECOMMENDED AND APPROVED:

Carey Dunn, Police Chief
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

APPROVED AS TO FORM:

James R. Palomo
Assistant District Attorney

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

*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Wing¹

Hickory Creek Wing & Walmart Operations





Content Overview

- 1 Walmart Innovation Program
- 2 Wing Site Set -Up
- 3 Wing Operations
- 4 Questions

Walmart Innovation Hub

We are offering drone delivery
7 days a week across multiple
Walmart locations in Dallas.

The response has been positive
with consumers using our service
for anything from a missing
ingredient
for dinner, to snacks for movie
night.

At the Frisco Walmart, our regular
customers order twice a week,
and **average flight time is only 5
minutes.**
Wing

Confidential and proprietary





Walmart & Wing Partnership

Wing & Walmart are taking last-mile delivery to new heights, with a new level of **speed** , **reliability** , **sustainability** , and **cost-effectiveness** .

Our partnership is helping to meet the demand for last-mile delivery with **Walmart** leading operations for local stores and **Wing** leading logistics of the delivery drones at each store.

12 DFW locations including:

- Arlington
- Cedar Hill
- Fort Worth
- Frisco
- Garland
- North Richland Hills

Benefits of Drone Delivery



Safer

40,000+ people die on U.S. roads each year.



Cleaner

When you order pasta from Wing, you use more energy boiling the water than we use flying it to your home.



Faster

Most deliveries arrive in under 10 minutes.



Cheaper

Drone delivery offers an economically viable way to deliver small packages locally.



Reduce roadway congestion

Your pharmacy pickup should not require clogging our roads with a 2-ton car.



Create new and innovative jobs

Drones are one of the most promising aviation innovations in a generation.



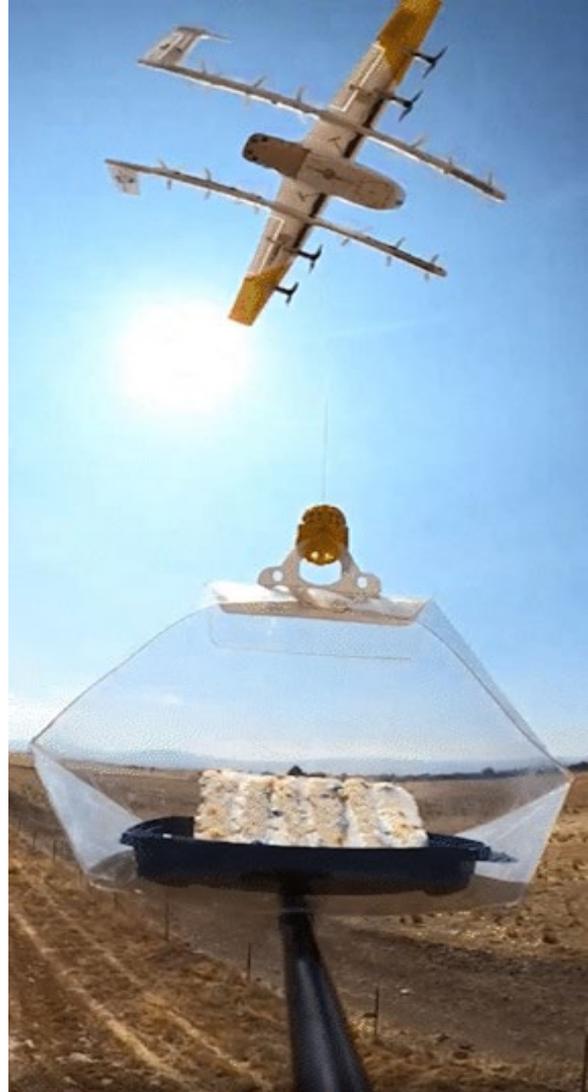
Provide greater access

Deliver items that can't be effectively delivered today.



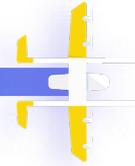
Maintain tech leadership

This is an opportunity for communities to be on the cutting edge of supply chain technology.



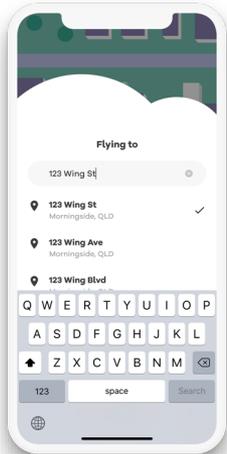


Drone Delivery: Customer Experience



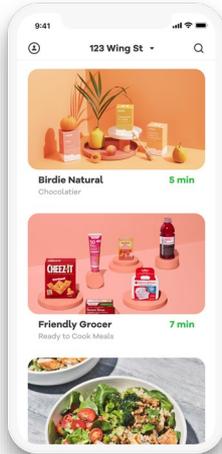
1

Check eligibility



2

Browse catalog



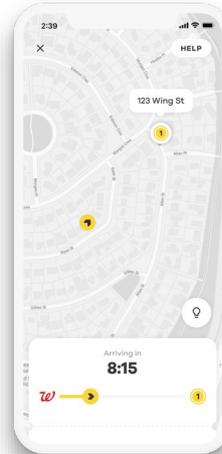
3

Select spot



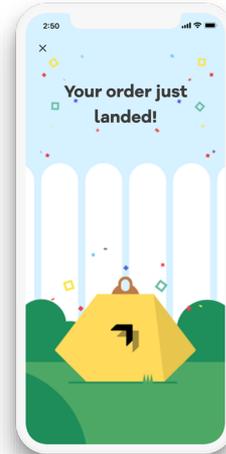
4

Place & track order



5

Receive package

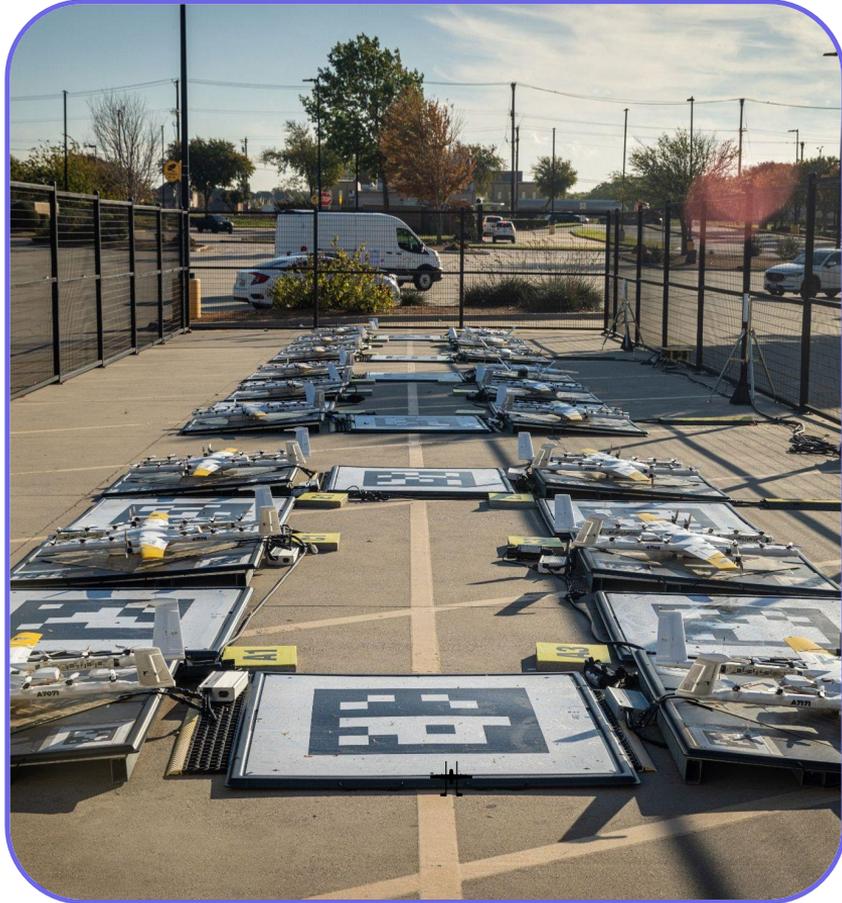




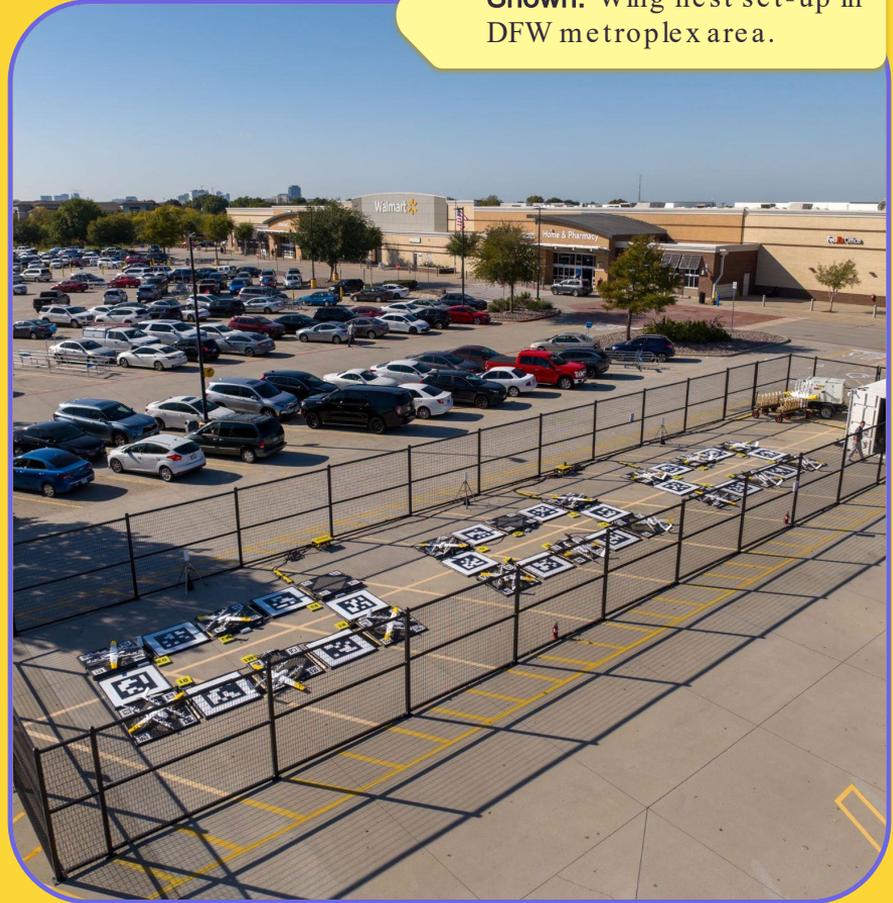
Content Overview

- 1 Walmart Innovation Program
- 2 Wing Site Set -Up
- 3 Wing Operations
- 4 Questions

Site Set-Up Process



Shown: Wing nest set-up in DFW metroplex area.



Space & Power Requirements

The minimum space required is determined by the number of chargepads and required aircraft storage. The following table shows the standard minimum Nest size and power requirements.

*One parking spot is 9ftx18ft or 162 sq ft (2.7 m x 5.5 m; 14.85 sq m)

*Generator specifications:

- Dimensions(lwh): 123.3” x 54.8” x 61” (inches)
- Operating wet weight: 2780 lbs (pounds)
- Fuel type: Diesel
- **Running decibel level (loaded) : 63 dbA at 23'**
- Earth-Grounded

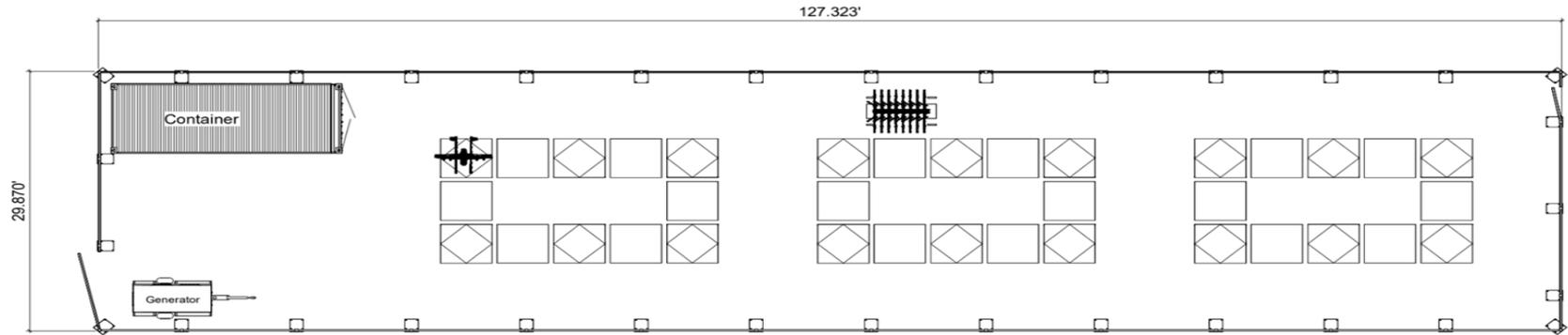
| Charging pad QTY | Length | Width | Flight line (with storage) | Aircraft storage (L/W/H in ft) | Minimum electrical power needed | Throughput/hr (1.5 deliveries/hr/pad) |
|--|------------------|----------------|---|--------------------------------|---------------------------------|---------------------------------------|
| *18 pads (min req. space w/out fence) | 125.8ft (38.3m) | 29.5ft (9m) | 3711 sq ft (345.6sq m) ~28 parking spots | 8/20/8 (2.4/6/2.4 m) | 14 kW | 27 deliveries |
| *18 pads (w/fence) | 127.33ft (38.8m) | 29.87ft (9.1m) | 3803.34 sq ft (353.08sq m) ~28 parking spots | 8/20/8 (2.4/6/2.4 m) | 14 kW | 27 deliveries |



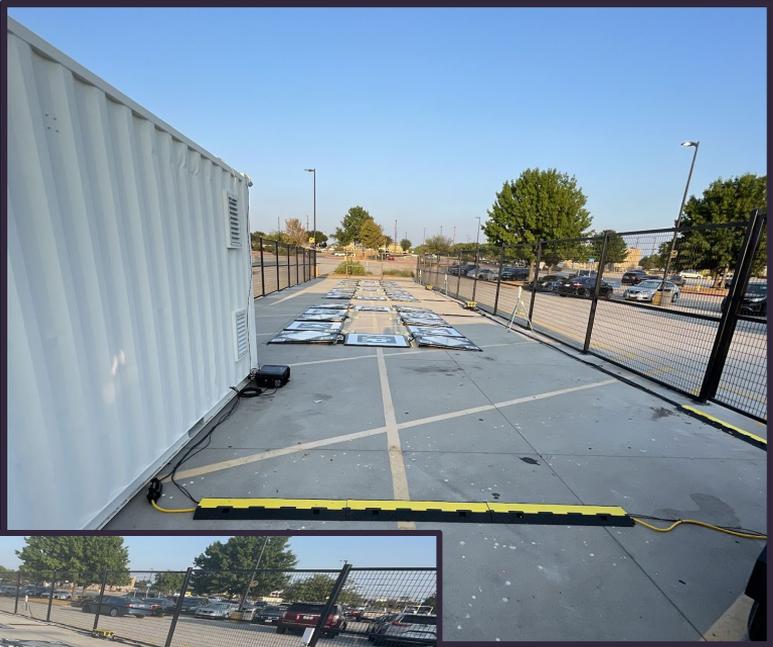
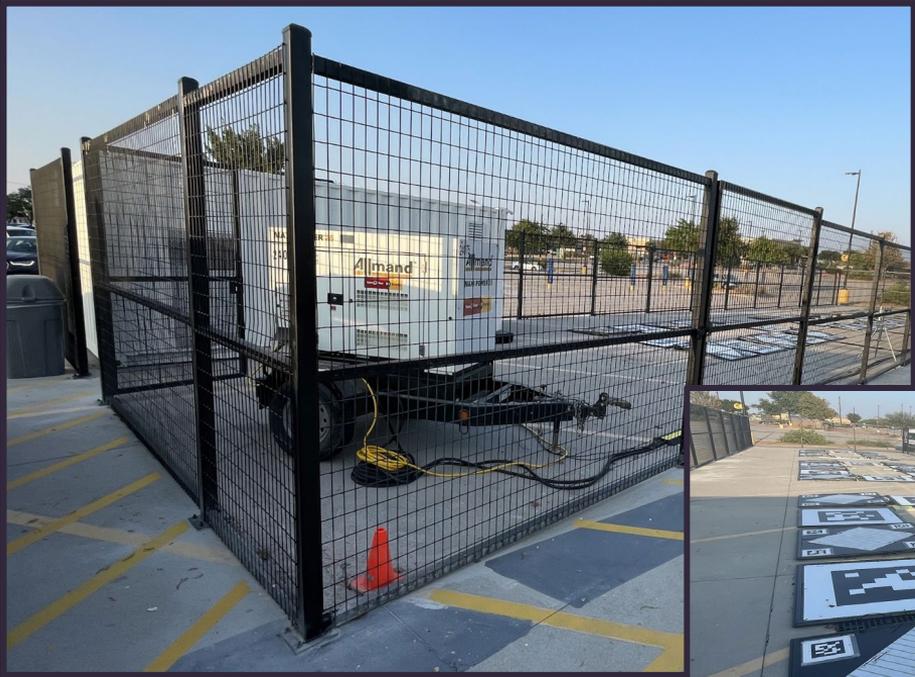
Sample 18- Chargepad Nest

As-built rendering of an 18 pad nest

- 3 x groupings of 6 chargepads and fiducials
- 1 x 20' storage container
- 1 x Generator (site/partner dependant)
- Visible aircraft cart



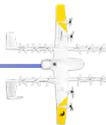
Support Imagery





Content Overview

- 1 Walmart Innovation Program
- 2 Wing Site Set-Up
- 3 **Wing Operations**
- 4 Questions



Wing was founded in 2012 and became a subsidiary of Alphabet in 2018.

Wing is creating what we believe can become the preferred mode of delivery for the **millions of small packages** that are delivered every day around the world.



Confidential and proprietary



Waymo



google_logo
Brain



Verily

What we've done so far...



We developed and launched a highly automated and contactless residential drone delivery service in suburban areas.



We built partnerships with global brands.



We completed over 400,000+ commercial deliveries across three continents.



We achieved a delivery personal record of just 2 minutes and 47 seconds.

Flight system built for residential delivery.

Safety

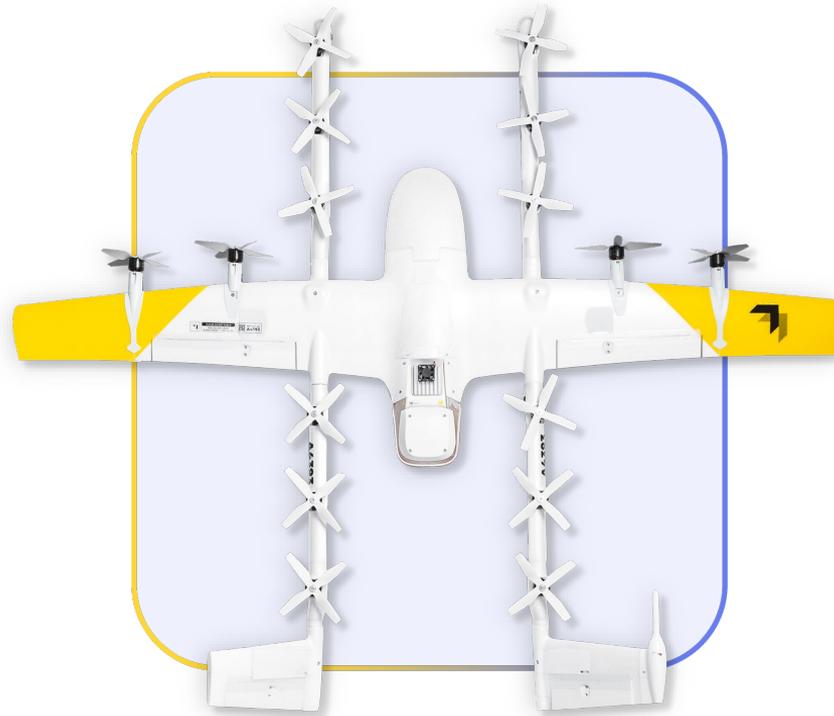
400 K+ / flights

Carries

2.3lbs / 1kg

Weights

11.7lbs / 5.3kg



Cruising Speed

~58mph / 93kph

Delivers

~6miles / 10km

FAA Regulation & Safety

Wing holds a **Part 135 Air Carrier Certificate through the FAA**, which is the same level of certification as many commercial airliners.

Wing also completes rigorous environmental reviews as part of the FAA's approval process to operate in the regions like the Dallas metropolitan area.



Safe delivery
rain or shine

Flight Operations Center

Our Flight Operations team also consists of Pilots-in-Command who oversees operations in the cities where we operate. Each Pilot holds an FAA **Part 107 certification** .

Our Pilots-in-Command oversee active fleet management and fleet oversight.



Meeting Your Local Consumer Needs

"We have used it for ice cream treats in the middle of summer and it was **so much faster than driving to the store** and the Ice Cream was still rock hard cold."

"Service is useful during work days, emergencies and all."

"We thought we'd challenge the drone by ordering something heavy or breakable. So we ordered four oranges, and eggs. The **four oranges showed up in two drone deliveries, and the eggs in one, and were completely intact!**"



Confidential and proprietary



The Sensmeiers have ordered **over 1,150** Wing deliveries since 2019.

[Story Link](#) →

Fostering Community Trust

Wing has a **robust playbook for community** engagement, to make sure we understand and respond to concerns as community members become familiar with this new technology.

Prior to launching in new sites, Wing partners with municipal leaders, local organizations, and school districts to engage in **community events focused on educating residents on the benefits and safety of drone delivery.**



Confidential and proprietary



STEM Outreach & Engagement



Local Community Events



Content Overview

- 1 Walmart Innovation Program
- 2 Wing Site Set-Up
- 3 Wing Operations
- 4 Questions



2025 is the year of
drone delivery.

Questions?

Contact the Wing team at
howdy@wing.com .

Wing¹





AGENDA INFORMATION SHEET

MEETING DATE: November 25, 2024

AGENDA ITEM: Consider and act on an appointment to the Arts and Culture Board.

SUMMARY: Place 6 will be appointed for a term expiring June 2026.



AGENDA INFORMATION SHEET

MEETING DATE: November 25, 2024

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

SUMMARY: Places 2, 4 and 6 will be appointed for a two-year term expiring December 2026.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-1125-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT CONCERNING ISSUANCE OF LICENSE TO MDM CHARTERS, 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; and

WHEREAS, the Town Council has been presented with a proposed agreement with MDM Charters, Inc. (hereinafter the "Agreement") for the issuance of a license to use the Town’s park according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the Town Council finds that

- (1) the existing volume of use of the boat ramp and dock will support the anticipated use under the license contemplated by the Agreement;
- (2) the applicant for a license has a demonstrable record of safety, compliance with applicable legal requirements, and adequate staffing capacity to ensure safe and compliant operation under the license;
- (3) the applicant has adequate insurance for its operations under the license; and
- (4) the issuance of the license will not adversely impact the use of the boat ramp and dock by residents of the Town; 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 25th of November 2024.

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is made and entered into this the 25th day of November, 2024, by and between the **Town of Hickory Creek**, a Texas Type-A municipality (the “Town”) and **MDM, INC.**, a Texas For-Profit Corporation operating with EIN #85-3614265 (“Operator;” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Operator seeks to utilize certain park land within the Town, which is under the control and supervision of the Town (the “Property”) for purposes consistent with its historical use as a park; and

WHEREAS, the Town desires to enter into an Agreement with Operator in the interest of promoting use of the Town’s parks, utilization of the Town’s parks and recreation assets, ancillary benefits to local business and economic development for the community at large to enjoy the use of the Town’s public property and access to Lake Lewisville; and

WHEREAS, no other business operations, transactions or solicitation of business is allowed; and

WHEREAS, the Town may revoke this permit without notice to Operator in the event Operator violates any provision of this Agreement.

I.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, said recitals being true, binding, and hereby incorporated, and for other good and valuable consideration described herein, the Parties agree that Operator shall:

- 1.1 Obtain a permit related to the commercial use of boat ramps and docks and payment of any applicable fees in the amount of \$30,000.00 for a maximum of 3 vessels.
- 1.2 Prior to issuance of the permit, provide the Town with a certificate of insurance showing commercial liability insurance coverage with a minimum of \$1 million liability coverage and naming the Town as an additional insured (the “Coverage”).
- 1.3 Maintain the Coverage for the duration of the Term.
- 1.4 Provide business name, Federal Tax Identification Number, State Tax Identification Number, registration for each vessel, business address, and business phone numbers to the Town. Any changes to this information must be provided to the Town within 5 business days.
- 1.5 Provide 24-hour emergency contact information to the Town.
- 1.6 MDM, Inc. shall be allowed to conduct operations in Arrowhead Park only.
- 1.7 Conduct operations during posted park hours only. There shall be no overnight storage of vehicles or equipment in the park, on its grounds, or on adjacent waters.

- 1.8 Tie to courtesy dock for no more than fifteen (15) minutes to load customers' personal supplies.
- 1.9 Not allow more than one vessel to be tied to courtesy dock at any given time.
- 1.10 Not distribute passes to individuals, but instead require each individual vehicle to purchase a day use or annual pass.
- 1.11 Comply with all provisions of the Town of Hickory Creek's Code of Ordinances, and other rules or regulations adopted by the Town.

II. Term

This Agreement shall commence on the date executed by each of the parties hereto and shall terminate at 11:59 PM on December 31, 2025.

III. Governmental Immunity

- 3.1 If Operator violates any of the above-referenced obligations, the Town may, upon providing written notice thereof and reasonable time to resolve any breach, revoke the permit granted herein without further notice.
- 3.2 The Town is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, Town does not consent to suit, or waive its governmental immunity or the limitations as to damages under the Texas Tort Claims Act.

IV. General Provisions

- 4.1 **Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
- 4.2 **Choice of Law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Denton County, Texas, United States of America.
- 4.3 **Authority to enter into Agreement.** Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Operator represents that he or she is authorized to sign on behalf of Operator and Agrees to provide proof of such authorized to the Town upon request.
- 4.4 **Agreement read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

4.5 **Notice.** All notices and documents required herein shall be sent and provided to the Parties at the contact information listed below.

OPERATOR: 1301 Justin Road, Suite 201-116
Lewisville, Texas
Attn.: Michael Moran
214-277-9102
mdm-charters.com

TOWN: Office of the Town Administrator
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

With copies to: Law Office of Dorwin Sargent III, PLLC
ATTN: Dorwin L. Sargent, III
624 W. University Dr., #127
Denton, Texas 76201

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The Parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

4.6 **Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, OPERATOR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN AND TOWN'S SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

- (i) **THIS AGREEMENT;**
- (ii) **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT;**
- (iii) **OPERATOR'S OCCUPATION AND USE OF THE PREMISES;**
- (iv) **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY OPERATOR; OR**
- (v) **ANY ACT OR OMISSION OF OPERATOR OR OPERATOR'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL**

OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE.

B. Upon written notice from Town, Operator agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this Agreement for which Operator has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Operator shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

IN WITNESS, WHEREOF, the Parties enter into this Agreement on the 25th day of November, 2024.

[signature page to follow]

MDM, INC.

By: _____
Michael Moran, Owner

THE STATE OF TEXAS §

§

COUNTY OF DENTON §

Before me, a Notary Public in and for the State of Texas, on this day, personally appeared Michael Moran, proved to me through his Texas Driver License _____ be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity so stated, and has express authority to do so.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas

TOWN OF HICKORY CREEK, TEXAS

By: Lynn C. Clark, Mayor
Town of Hickory Creek

THE STATE OF TEXAS §

§

COUNTY OF DENTON §

Before me, a Notary Public in and for the State of Texas, on this day, personally appeared Lynn C. Clark, 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 consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-1125-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, EXERCISING THEIR RIGHT TO CAST VOTES FOR CANDIDATES IN THE ELECTION OF THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek is a member of the Denton Central Appraisal District and is entitled to cast four (4) votes in the election of the Board of Directors in accordance with 6.03 of the Texas Property Tax Code; and

WHEREAS, each voting unit must cast its votes by resolution and submit to the Chief Appraiser before December 15, 2024.

NOW, THEREFORE, BE IT RESOLVED the Town Council of the Town of Hickory Creek, Texas does hereby cast its allotment of four (4) votes accordingly as represented below.

| Candidate Name | Number of Votes |
|----------------|-----------------|
| | |
| | |
| | |
| | |

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 25th day of November, 2024.

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



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

 (940) 349-3800
 www.dentoncad.com

TO: Denton County Taxing Units
FROM: Don Spencer, Chief Appraiser
DATE: October 23, 2024
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. Since December 15th falls on a Sunday this year, this means resolutions must be received by close of business on Friday, December 13th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become members of the Denton CAD Board of Directors in January of 2025.

The candidates nominated by the taxing units are:

| <u>Candidate</u> | <u>Nominating Unit</u> |
|--------------------------|--|
| 1. Rob Altman | <i>City of Frisco, City of The Colony, Denton County, City of Roanoke Town of Northlake</i> |
| 2. Henry Benjamin III | <i>Frisco ISD</i> |
| 3. Alex Buck | <i>City of Highland Village, Denton County, City of Lewisville, City of Southlake</i> |
| 4. Vicki Byrd | <i>City of Denton</i> |
| 5. Bryan Dodson | <i>Frisco ISD</i> |
| 6. Jared Eutsler | <i>City of Corinth</i> |
| 7. Sean Frank | <i>Frisco ISD</i> |
| 8. Mike Hennefer | <i>City of Carrollton, City of The Colony, Denton County, C-FB ISD</i> |
| 9. Ray Martin | <i>Town of Providence Village, City of The Colony, City of Corinth, City of Lewisville, City of Coppell, City of Southlake</i> |
| 10. Ann Pomykal | <i>Denton County, City of Lewisville, City of Southlake</i> |
| 11. Sandeep Sharma | <i>Town of Flower Mound</i> |
| 12. Charles Stafford | <i>Denton ISD, City of Denton, City of Southlake, Pilot Point ISD</i> |
| 13. Osiris Wade | <i>Frisco ISD</i> |
| 14. Bruce Yeager | <i>Ponder ISD</i> |
| 15. **David Terre | <i>Nominated by City of Denton <u>Does not desire to be re-elected</u></i> |

Bio sheets on each candidate have been requested and are being gathered. If you would like further information on one(or more) of the candidates, please contact Misty Baptiste she will forward those information sheets to you as soon as they are available.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.

| DENTON CENTRAL APPRAISAL DISTRICT | | | | |
|--|----------------------------|---------------------------|-------------------------|------------------------|
| 2024 DISTRIBUTION OF VOTES | | | | |
| JURISDICTIONS | | 2023 LEVY | %OF TOTAL LEVIES | NUMBER OF VOTES |
| SCHOOL DISTRICTS: | | | | |
| S01 | ARGYLE ISD | 60,114,589.31 | 2.1028% | 105 |
| S02 | AUBREY ISD | 34,321,369.54 | 1.2006% | 60 |
| S03 | CARROLLTON-FB ISD | 59,321,215.50 | 2.0751% | 104 |
| S04 | CELINA ISD | 3,146,365.81 | 0.1101% | 6 |
| S05 | DENTON ISD | 363,897,514.29 | 12.7291% | 636 |
| S15 | ERA ISD | 1,316.27 | 0.0000% | 1 |
| S06 | FRISCO ISD | 185,710,323.80 | 6.4962% | 325 |
| S07 | KRUM ISD | 22,973,409.13 | 0.8036% | 40 |
| S08 | LAKE DALLAS ISD | 38,574,582.69 | 1.3493% | 67 |
| S09 | LEWISVILLE ISD | 640,496,706.05 | 22.4046% | 1120 |
| S10 | LITTLE ELM ISD | 99,672,541.66 | 3.4865% | 174 |
| S11 | NORTHWEST ISD | 211,182,352.68 | 7.3872% | 369 |
| S12 | PILOT POINT ISD | 12,242,011.09 | 0.4282% | 21 |
| S13 | PONDER ISD | 16,192,375.42 | 0.5664% | 28 |
| S17 | PROSPER ISD | 44,883,909.88 | 1.5700% | 79 |
| S14 | SANGER ISD | 25,430,897.51 | 0.8896% | 44 |
| S16 | SLIDELL ISD | 752,781.09 | 0.0263% | 1 |
| SCHOOL DISTRICTS TOTALS | | \$1,818,914,261.72 | 63.626% | 3182 |
| G01 | DENTON COUNTY | \$332,669,895.73 | 11.64% | 582 |
| CITIES: | | | | |
| C26 | TOWN OF ARGYLE | 4,743,192.10 | 0.1659% | 8 |
| C01 | CITY OF AUBREY | 4,743,753.36 | 0.1659% | 8 |
| C31 | TOWN OF BARTONVILLE | 1,098,332.46 | 0.0384% | 2 |
| C02 | CITY OF CARROLLTON | 66,820,813.21 | 2.3374% | 117 |
| C49 | CITY OF CELINA | 5,780,996.55 | 0.2022% | 10 |
| C03 | CITY OF THE COLONY | 49,370,888.63 | 1.7270% | 86 |
| C21 | TOWN OF COPPELL | 1,189,865.11 | 0.0416% | 2 |
| C27 | TOWN OF COPPER CANYON | 1,486,063.82 | 0.0520% | 3 |
| C04 | CITY OF CORINTH | 17,538,879.40 | 0.6135% | 31 |
| C20 | CITY OF DALLAS | 17,277,441.44 | 0.6044% | 30 |
| C05 | CITY OF DENTON | 107,856,823.32 | 3.7728% | 189 |
| C42 | CITY OF DISH | 214,089.77 | 0.0075% | 1 |
| C30 | TOWN OF DOUBLE OAK | 1,236,380.77 | 0.0432% | 2 |
| C47 | TOWN OF CORRAL CITY | 19,122.17 | 0.0007% | 1 |
| C07 | TOWN OF FLOWER MOUND | 59,647,226.67 | 2.0865% | 104 |
| C36 | CITY OF FORT WORTH | 43,511,254.84 | 1.5220% | 75 |
| C32 | CITY OF FRISCO | 77,125,010.53 | 2.6978% | 135 |
| C39 | CITY OF GRAPEVINE | 353.40 | 0.0000% | 1 |
| C22 | TOWN OF HACKBERRY | 215,931.00 | 0.0076% | 1 |
| C38 | CITY OF HASLET | 4,273.59 | 0.0001% | 1 |
| C19 | TOWN OF HICKORY CREEK | 2,513,775.76 | 0.0879% | 4 |
| C08 | CITY OF HIGHLAND VILLAGE | 16,016,996.76 | 0.5603% | 28 |
| C09 | CITY OF JUSTIN | 6,157,278.77 | 0.2154% | 10 |
| C18 | CITY OF KRUGERVILLE | 1,306,852.91 | 0.0457% | 2 |
| C10 | CITY OF KRUM | 4,569,621.33 | 0.1598% | 8 |
| C11 | CITY OF LAKE DALLAS | 4,221,993.88 | 0.1477% | 7 |
| C25 | CITY OF LAKEWOOD VILLAGE | 676,945.12 | 0.0237% | 1 |
| C12 | CITY OF LEWISVILLE | 87,690,250.13 | 3.0674% | 153 |
| C13 | TOWN OF LITTLE ELM | 45,921,404.02 | 1.6063% | 80 |
| C45 | CITY OF NEW FAIRVIEW | 57,369.53 | 0.0020% | 1 |
| C33 | TOWN OF NORTHLAKE | 8,206,500.28 | 0.2871% | 14 |
| C24 | CITY OF OAK POINT | 4,480,417.82 | 0.1567% | 8 |
| C14 | CITY OF PILOT POINT | 4,286,872.10 | 0.1500% | 8 |
| C29 | CITY OF PLANO | 7,098,097.71 | 0.2483% | 11 |
| C15 | TOWN OF PONDER | 2,180,652.92 | 0.0763% | 3 |
| C48 | CITY OF PROSPER | 12,225,453.38 | 0.4276% | 20 |
| C51 | TOWN OF PROVIDENCE VILLAGE | 5,459,672.92 | 0.1910% | 10 |
| C17 | CITY OF ROANOKE | 11,368,927.41 | 0.3977% | 20 |
| C16 | CITY OF SANGER | 8,914,071.23 | 0.3118% | 15 |
| C34 | TOWN OF SHADY SHORES | 1,555,153.67 | 0.0544% | 2 |
| C37 | CITY OF SOUTHLAKE | 824,974.30 | 0.0289% | 1 |
| C28 | CITY OF TROPHY CLUB | 11,354,591.12 | 0.3972% | 20 |
| C44 | TOWN OF WESTLAKE | 220,870.82 | 0.0077% | 1 |
| CITY TOTAL | | \$707,189,436.03 | 24.74% | 1236 |
| TOTAL ALL JURISDICTIONS | | \$2,858,773,593.48 | 100.00% | 5000 |

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-1125-___**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND HALFF ASSOCIATES, INC., CONCERNING TXDOT 2025 FY GREEN RIBBON PROJECT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. (hereinafter the “Agreement”) concerning TxDOT 25 FY Green Ribbon Project , 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 25th day of November, 2024.

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

November 1, 2024

Project No. (AVO): 59433.001

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

RE: Hickory Creek GR FY25 Construction Documents

Dear John,

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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Layne J. Olivo".

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

ATTACHMENT A

BASIC SCOPE OF SERVICES

PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES FOR HICKORY CREEK GR FY25 CONSTRUCTION DOCUMENTS

PURPOSE

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

SCOPE

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

ASSUMPTIONS

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

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

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

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

(This area left blank)

PHASE 1 – DESIGN SUPPORT SERVICES

TASK 1.1 – PROJECT MANAGEMENT AND COMMUNICATION

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

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

Project Kick-off Meeting and Site Visit:

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

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

Internal Team Meetings:

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

Agency Coordination Meetings:

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

Design Coordination Meetings:

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

Design Review Meetings:

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

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

Task 1.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

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

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

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

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

TASK 1.3 – DATA COLLECTION AND SURVEY

Data Collection:

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

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

Survey for Design

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

Survey for Design will include the following tasks:

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

Task 1.3 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

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

TASK 1.4 – BASE MAP PREPARATION

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

Task 1.4 Deliverables:

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

PHASE 2 – CONSTRUCTION DOCUMENTS

TASK 2.1 – CONSTRUCTION DOCUMENTS

Construction Document Preparation:

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

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

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

CONSULTANT will provide the following drawings and deliverables:

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

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

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

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

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

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

Task 2.1 Deliverables:

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

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

PHASE 3 – BIDDING / CONSTRUCTION ADMINISTRATION

TASK 3.1 – BIDDING SERVICES

Bid Distribution:

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

Pre-Bid Conference:

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

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

Bid Process Coordination:

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

Bid Opening and Award Recommendation:

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

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

Task 3.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

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

TASK 3.2 – CONSTRUCTION PHASE SERVICES

Pre-Construction Conference:

CLIENT shall be responsible for the scheduling and facilitating the pre-construction conference. CONSULTANT will participate in one (1) pre-construction conference and assist the CLIENT in outlining the project design, lines of communication, describe procedures, etc. Notes may be taken by the CONSULTANT to document items discussed during this conference and will be distributed to the CLIENT and Contractor.

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

RFI, Submittal, and Shop Drawing Review:

CONSULTANT will review and provide responses to Contractor RFI's, Submittals, Shop Drawings, Substitution Requests, Schedule Reports, and Pay Application Requests. CONSULTANT responses will be written and/or graphical, including, but not limited to, Exhibits, Details, Memorandums, Addenda, Architect's Supplemental Information (ASI), Change Proposals, Change Order Review, Mock-up and Sample Reviews, change orders or construction change directives, etc., if there is no impact to project budget or schedule. Any work associated with RFIs, Submittals, Change Orders, and Shop Drawings that results in design modification differing from the Final Signed and Sealed Package must be approved by the CLIENT prior to proceeding. If technical modifications altering the PROJECT, including design elements, appurtenances, and/or modifications outside the Scope of Services described in the Final Signed and Sealed Package are required as part of the request(s), CONSULTANT shall notify CLIENT, request additional compensation, and revise the previously approved schedule accordingly.

Construction Coordination and Site Observation Meetings:

The CONSULTANT will visit the PROJECT construction site to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work. Observations are to allow the CONSULTANT, or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Site visit reports will be prepared by the CONSULTANT to document existing conditions, installed items, construction progress, and items discussed during these site observation meetings. Digital PDF copies of the site visit reports will be distributed to the CLIENT no later than five (05) days after the site visit.

CONSULTANT will participate in no more than two (2) on-site meetings per month during construction, assuming a 6 month construction period. Additional meetings may be requested by the CLIENT but will be considered additionally services invoiced hourly.

- Construction Coordination and Site Observations – Twelve (12) meetings (two (2) hour maximum duration)

CONSULTANT shall promptly notify the CLIENT of any emergency conditions or notable occurrences observed while conducting the site observation visits. CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Pay Application Review:

CONSULTANT will review, approve and sign contractor submitted monthly pay applications through the duration of the PROJECT construction. Pay applications, once reviewed, will be distributed to the City for final approval.

Preliminary Punch List (Pre-Final Walkthrough):

CONSULTANT will conduct one (1) pre-final walkthrough with the CLIENT, and Contractor to check conformance of the Work with the Contract Documents and to verify the accuracy and completeness of the Work. This will constitute substantial completion. The CONSULTANT will prepare one (1) preliminary punch list that summarizes discrepancies in the conformance of the work giving a description of the discrepancy, photographic evidence, and geographical description of the discrepancy location.

- Pre-Final Walkthrough Meeting – One (1) in-person meeting (3 Hour maximum duration)

Final Punch List (Final Walkthrough):

Once discrepancies identified in the preliminary punch list, are corrected, CONSULTANT will conduct one (1) final walkthrough with the CLIENT, and Contractor to confirm discrepancies were corrected. If needed, the CONSULTANT will prepare one (1) additional punch list that summarizes discrepancies in the conformance of the Work giving a description of the discrepancy, photographic evidence, and

geographical description of the discrepancy location. CONSULTANT shall notify CLIENT and request additional compensation if additional Punch Lists/walkthroughs are necessary.

- Final Walkthrough Meeting – One (1) in-person meeting (2 Hour maximum duration)

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Pre-Construction Conference notes.*
- *One (1) Digital PDF copy of the shop drawing and submittal reviews.*
- *One (1) Digital PDF copy of the RFI responses.*
- *One (1) Digital PDF Copy of the preliminary punch list.*
- *One (1) Digital PDF copy of the final punch list.*

Project Close Out:

CONSULTANT to assist CLIENT in acquiring final close-out documents, warranties, accurate as-built drawings and other documents from contractor required to close-out project. Review and approve contractor's final Application and Certification for Payment including retainage.

Maintenance Hand-off (Walkthrough):

CONSULTANT will conduct one (1) walkthrough site visit with the CLIENT and Installation / Maintaining Contractor(s) to confirm that maintenance has been provided as outlined in the contract documents, verify plant health, irrigation functionality, and to exchange maintenance information such as but not limited to list of maintenance provided and routine schedules (i.e. watering, fertilizing, mowing). The CONSULTANT will prepare one (1) memo that summarizes discrepancies to the conformance of the Work giving description of the discrepancy, photo, and geographical description of the discrepancy location. CONSULTANT will notify the CLIENT and request additional compensation if additional walkthroughs are necessary.

- Maintenance Hand-off Walkthrough Site Visit – One (1) in-person meeting (2 Hour maximum duration)



BASIS OF COMPENSATION Hickory Creek GR FY25 Construction Documents

The basis of compensation for the services below shall be as follows:

A. PHASE 1 – DESIGN SUPPORT SERVICES

(Lump Sum)

| | |
|--|----------|
| Task 1.1 – Project Management and Communication..... | \$20,000 |
| Task 1.2 – Quality Assurance/Quality Control..... | \$5,750 |
| Task 1.3 – Data Collection and Survey..... | \$11,250 |
| Task 1.4 – Base Map Preparation | \$3,500 |

| | |
|---------------------------------|----------|
| PHASE 1 TOTAL (Tasks 1.1 – 1.3) | \$40,500 |
|---------------------------------|----------|

B. PHASE 2 – CONSTRUCTION DOCUMENTS

(Lump Sum)

| | |
|---|----------|
| Task 2.1 – Construction Documents | \$96,500 |
|---|----------|

| | |
|---------------|----------|
| PHASE 2 TOTAL | \$96,500 |
|---------------|----------|

C. PHASE 3 – BIDDING AND CONSTRUCTION ADMINISTRATION

(All Bidding and CA services to be hourly not to exceed without written permission)

| | |
|--|----------|
| Task 3.1 – Bidding Services | \$7,500 |
| Task 3.2 – Construction Phase Services | \$13,500 |

| | |
|-------------------------------|----------|
| PHASE 3 TOTAL (Tasks 3.1-3.2) | \$21,000 |
|-------------------------------|----------|

| | |
|--|---------|
| Direct Costs (Estimated Reimbursable Expenses) | \$1,750 |
|--|---------|

| | |
|--|-----------|
| PROJECT GRAND TOTAL (Phases 1-3, & Direct Costs) | \$159,750 |
|--|-----------|

| | |
|---|----------|
| Previously Contracted Amount in a Preliminary Services Confirmation | \$50,000 |
|---|----------|

| | |
|---|-----------|
| Total Newly Authorized in this document | \$109,750 |
|---|-----------|

ATTACHMENT B

EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal, but can be provided by CONSULTANT, subject to negotiation:

GENERAL:

1. Any additional work not specifically included in the Proposed Scope of Services.
2. Client generated changes to the design once Construction Document Preparation has reached the 60% level of completion. Time will be invoiced, per a proposal approved by the CLIENT, until the work is at the same level of completion as it was prior to the change.
3. The development of amenities in addition to the proposed Scope of Work.
4. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by negligent errors on the plans.
5. Design of areas outside the limits of the defined project site.
6. Design and coordination of existing utility relocations and modifications, including, gas, telephone, or other franchise utility improvements.
7. Additional graphic products.
8. Additional meetings not identified in the project scope of services.
9. Printing of additional drawings, specifications and contract documents not identified in the project deliverables.
10. The development of design alternatives..
11. Negotiations with adjacent property owners.
12. Separation of project documents into multiple submittals or tasks.

IRRIGATION:

13. Revisions to irrigation plans caused by CLIENT changes to landscape and/or hardscape plans after 60% submittal is excluded.

PUBLIC ENGAGEMENT:

14. Public Engagement, such as public meetings or hearings.
15. Communication with adjacent property owners, impacted stakeholders, and agencies are excluded.

TRAFFIC:

16. Detailed Traffic Control and/or Roadway/Traffic Modification Plans are excluded.

PERMITTING:

17. Payment of any fees including but not limited to permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.

CONSTRUCTION DOCUMENTATION:

18. The preparation and development of Construction Documentation beyond the scope of services.

CONSTRUCTION ADMINISTRATION:

19. Construction staking.
20. Value Engineering Services are excluded.
21. Construction Administration Services beyond the scope of services.

SUE:

22. Quality Level A, B, or C
23. Permitting is excluded.
24. Work Zone Traffic Control is excluded.

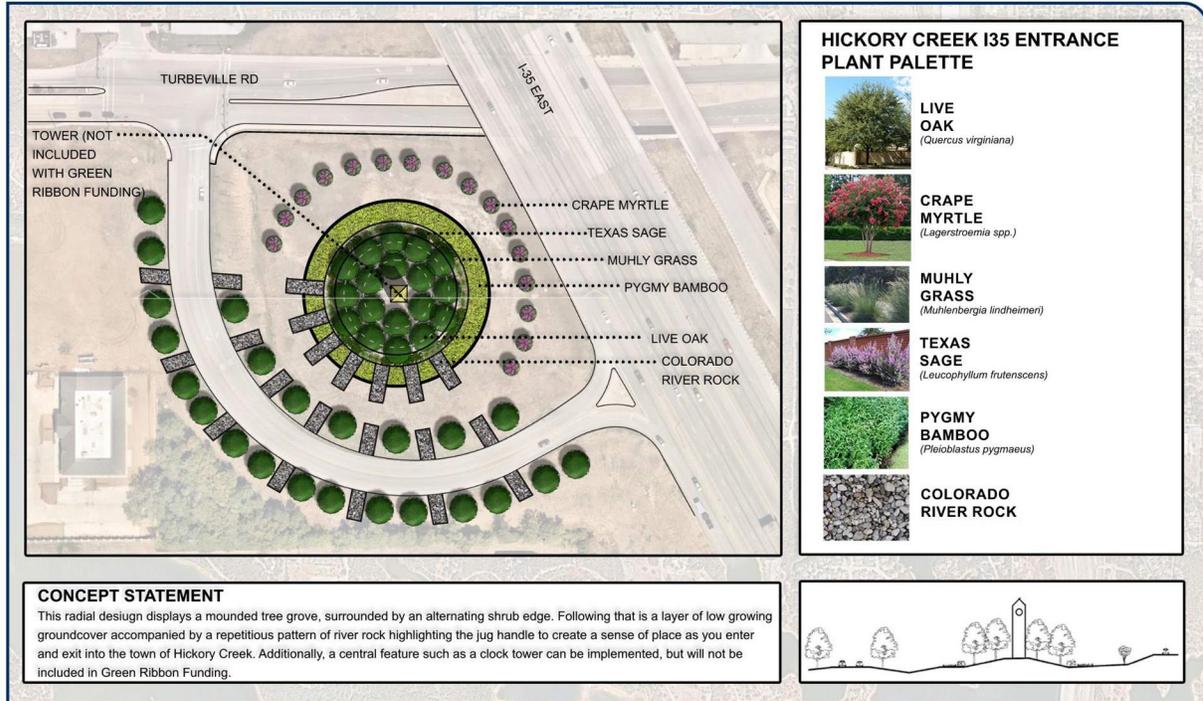
SURVEY:

25. Additional Survey Services for the Preparation of Easement or Right-of-Way Exhibits.
26. Field survey of area outside the identified project area.
27. Geospatial Survey Services.
28. Right of Entry preparation and coordination.

REIMBURSABLE EXPENSES:

29. Costs for software licenses, logins, trainings, or annual fees are excluded.

ATTACHMENT C PROJECT LOCATION AND LIMITS



ATTACHMENT D PROJECT SCHEDULE

Preliminary project schedule is shown below. Project schedule is subject to modifications due to delays, agency review turnaround time, etc. Modifications to this schedule will be communicated with the CLIENT as the project progresses. CONSULTANT is prepared to begin immediately upon receipt of an executed copy of a written notice to proceed..

| CITY OF: | | Hickory Creek | | | | | |
|----------------------------------|----------|----------------------------|----------------------|--------------------------------------|------------|------------------------------|---------------------|
| COUNTY: | | Denton | | | | | |
| HIGHWAY: | | I 35E | | | | | |
| CSJ: | | 0 | | | | | |
| | | | | | | | Hard Date |
| | | | | | | | Flexible Date |
| | | | | | | | ★ Critical Deadline |
| GREEN RIBBON PROJECT / LOCAL LET | | | | | | | |
| Contracts | Deadline | Design | Submittal Deadline | Letting | Deadline | Construction | Deadline |
| 1. AFA | 1/2/2025 | 2. 30% Package | 5/12/2024 | 9. Authorization Letter to Advertise | 5/7/2025 | 17. Construction Concurrence | 8/11/2025 ★ |
| 2. LMA | 1/2/2025 | 4. 60% Package | 11/22/2024 | 10. Advertisement (21 days) | 5/17/2025 | 18. Award Contract | 9/9/2025 |
| | | 5. 95% Package | 1/11/2025 | 11. Pre Bid Meeting | 5/24/2025 | 19. Pre Con Meeting | 9/24/2025 |
| | | 6. 95% resubmittal Package | 2/9/2025 | 13. Question Cutoff | 5/28/2025 | 20. Construction Begins | 10/15/2025 |
| | | 7. Final Signed and Sealed | 3/10/2025 ★ | 14. Addendums Due | 5/31/2025 | | |
| | | 8. Obligation of Funds | 3/14/2025 | 15. Bids Open | 6/7/2025 ⚠ | | |
| | | | | 16. Bid Package Returned | 6/12/2025 | | |

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-1125-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY COMMONLY KNOWN AS LEWISVILLE WATERS EDGE II CONDOMINIUMS 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.

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

Section 1: On the ____ day of December, 2024, at 6:00 p.m., in the Town Council Chamber of the Town Hall of the Town of Hickory Creek, Texas, the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the Town of Hickory Creek, Texas of the Lewisville Waters Edge II Condominiums more particularly described by the legal description attached on Exhibit A, pursuant to the terms of the same.

Section 2: The Mayor of the Town of Hickory Creek, Texas, is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the Town and in the above-described territory not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Local Government Code.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 25th day of November, 2024.

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

EXHIBIT A – DEVELOPMENT AGREEMENT



VG-19-2021-88829

Denton County
Juli Luke
County Clerk

Instrument Number: 88829

Real Property Recordings
AGREEMENT

Recorded On: May 17, 2021 12:31 PM

Number of Pages: 13

" Examined and Charged as Follows: "

Total Recording: \$74.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 88829
Receipt Number: 20210517000608
Recorded Date/Time: May 17, 2021 12:31 PM
User: Connor B
Station: Station 1

Record and Return To:

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



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

**CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE
DEVELOPER AGREEMENT**

This Development Agreement (the "Agreement"), entered into on the Effective Date, is by and between the Town of Hickory Creek, Texas (the "Town") and MMM Holdings, LP, a Texas Limited Partnership ("Owners"), the property owners of the property described on the attached Exhibit "A" (the "Property") in Denton County, Texas (Owners and Town also singularly a "Party" or collectively "Parties"):

RECITALS

WHEREAS, Sec. 212.172 of the Tex. Loc. Gov't Code authorizes a property owner and a municipality to enter into a development agreement for purposes of extending the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized, by authorizing enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries, by authorizing enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, providing for infrastructure, providing for the annexation of the land as a whole or in parts and to provide for the terms of annexation, and specifying the uses and development of the land before and after annexation, if annexation is agreed to by the parties

WHEREAS, the Parties agree that this Agreement is entered into pursuant to Section 212.172 of the Tex. Loc. Gov't Code; and

WHEREAS, upon expiration of the Agreement, Owners shall be deemed to have filed a petition for voluntary annexation, pursuant to Subchapter C-3 of Ch. 43 of the Tex. Loc. Gov't Code, incorporating the agreed terms and schedule of the Written Agreement for Services, attached hereto as Exhibit "B"; and

WHEREAS, Owners and the Town acknowledge that this Agreement between them is binding upon the Town and the Owners and their respective successors and assigns for the term of the Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Denton County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Continuation of ETJ Status. The Town guarantees the continuation of the extraterritorial status of the Property and agrees not to annex the Property for the term of this Agreement, as hereinafter defined, and any subsequent renewals as may be agreed upon by the Parties, subject, however, to the provisions of this Agreement.

Section 2. [Intentionally Omitted].

Section 3. Governing Regulations. The Town regulations, including but not limited to the following, shall apply to any development of the Property upon the annexation of the property into the City limits, as such regulations may hereafter be amended from time to time during the term of this Agreement, as hereinafter defined, and does not prevent the continuation of a use established prior to the effective date of this Agreement or the annexation of the Property into the city limits of the City, and which remains lawful at the time the Agreement is executed:

- (1) Zoning standards contained in the Hickory Creek Code of Ordinances, as amended, and standards incorporated therein;
- (2) The subdivision and development regulations contained within the Hickory Creek Code of Ordinances, as amended, together with all design criteria manuals, design regulations, and other approved Master Plans of the Town of Hickory Creek, Texas, as amended, and the most recent North Central Texas Council of Governments Standard Specifications for Public Works Construction, as amended or replaced;
- (3) Hickory Creek building codes, as adopted by the Town, as amended, along with local amendments, as amended, and more particularly set forth as follows:
 - a. International Building Code, 2012 Edition with local amendments;
 - b. International Residential Code, 2012 Edition with Appendix G and local amendments;
 - c. The International Fire Code, 2012 Edition with local amendments;
 - d. International Plumbing Code, 2012 Edition with local amendments;
 - e. International Fuel Gas Code, 2012 Edition with local amendments;
 - f. International Mechanical Code, 2012 Edition with local amendments;
 - g. Code of Ordinances of Chapter 17, Property Maintenance Code, as amended;
 - h. International Energy Conservation Code, 2012 Edition, with regional amendments;
 - i. National Electric Code, 2011 Edition, with local amendments;
 - j. National Electric Safety Code, 2012 Edition, with regional amendments;
 - k. Minimum housing and building standards, Code of Ordinances, Sections 17-141-196, as amended and as applicable; and
 - l. Irrigation Systems, Code of Ordinances, Sections 28-441-457.

Prior to the date of annexation all rules that are applicable to the development of property in the extraterritorial jurisdiction of the City shall apply.

- (4) Sign regulations, as contained within the Code of Ordinances, as amended;
- (5) Applicable water and wastewater connection, construction and on-site operation requirements, contained within Hickory Creek Code of Ordinances, as amended, and as supplemented by the Texas Water Code, as amended, Texas Natural Resources Code, as amended, Texas Utilities Code, as amended, and applicable administrative standards of the Texas Commission on Environmental Quality, as amended;
- (6) Applicable flood protection, drainage and related standards, as contained within the Hickory Creek Code of Ordinances, as amended, and as supplemented by requirements of the Texas Water Code, as amended, Texas Natural Resources Code, as amended, applicable administrative standards of the Texas Commission on Environmental Quality, as amended, and applicable administrative standards of the Federal Emergency Management Administration, as amended; and

(7) Gas well platting, and operations standards, as contained within the Hickory Creek Code of Ordinances, as amended and as applicable, and as supplemented by requirements of the Texas Utilities Code, the Texas Natural Resources Code, the Texas Water Code, and applicable administrative standards of the Texas Railroad Commission and Texas Commission on Environmental Quality, as amended; and

(8) The Town states and specifically reserves its authority pursuant to Chapter 251 of the Tex. Loc. Gov't Code to exercise eminent domain on the Property.

(9) All permitting requirements and related fees of the Town of Hickory Creek, except for work commenced prior to the effective date of this Agreement.

Section 4. [Intentionally Omitted].

Section 5. Petition for Voluntary Annexation: Service Plan.

UPON EXPIRATION, OR UPON BREACH, OR TERMINATION OF THIS AGREEMENT FOR ANY REASON, OR AT ANY POINT THEREAFTER, THEN IN ADDITION TO THE TOWN'S OTHER REMEDIES, SUCH ACT WILL CONSTITUTE A PETITION FOR VOLUNTARY ANNEXATION BY THE OWNER, PURSUANT TO SUBCH. C-3 OF CH. 43 OF THE TEX. LOC. GOV'T CODE AND THE PROPERTY WILL BE SUBJECT TO ANNEXATION AT THE DISCRETION OF THE TOWN COUNCIL. OWNER AGREES THAT SUCH ANNEXATION IS VOLUNTARILY MADE AND HEREBY CONSENTS TO ANNEXATION PURSUANT TO SEC. 212.172(8)(7) OF THE TEX. LOC. GOV'T CODE. OWNER HEREBY AGREES TO THE TOWN'S LIST AND SCHEDULE OF MUNICIPAL SERVICES SET FORTH IN EXHIBIT "B" BY SIGNING THIS AGREEMENT AND OWNER AGREES THAT THE AGREEMENT SERVES AS THE WRITTEN AGREEMENT REGARDING SERVICES, PURSUANT TO SEC. 43.0672 OF THE TEX. LOC. GOV'T CODE. IN THE EVENT THAT THE WRITTEN AGREEMENT REGARDING SERVICES ARE NO LONGER REQUIRED BY CH. 43 ON THE DATE OF ANNEXATION, THEN THE MUNICIPAL SERVICES TO BE PROVIDED TO THE PROPERTY WILL BE IN ACCORDANCE WITH EXISTING TOWN POLICY ON THE DATE OF ANNEXATION, AND AS AMENDED THEREAFTER. NO SUBSEQUENT CHANGE IN THE LAW REGARDING ANNEXATION SHALL AFFECT THE ENFORCEABILITY OF THIS WRITTEN AGREEMENT OR OF THE TOWN'S ABILITY TO ANNEX THE PROPERTY, PURSUANT TO THE TERMS OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Section 6. Notice of Sale. Any of the Owners who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give 30 days' written notice of this Agreement to the prospective purchaser or grantee.

Section 7. Recording. This Agreement is to run with the Property and be recorded in the real property records, Denton County, Texas.

Section 8. Severability. Invalidation of any provision of this Agreement by judgment, court order, legislation, or otherwise shall not invalidate any of the remaining provisions which shall remain in full force and effect.

Section 9. Remedies. This Agreement may be enforced by either Owners or the Town by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Entry into this Agreement by Owners waives no rights as to matters not addressed in this Agreement.

Section 10. Change in Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the Town's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue. Venue for this Agreement shall be in Denton County, Texas.

Section 12. Execution in Multiple Copies. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 13. Effective Date: Term and Extension. The Effective Date of the Agreement shall be the date the Agreement is executed by the Town. This Agreement shall expire, triggering the voluntary annexation described in Section 5, on June 30, 2024 ("Term") unless otherwise terminated pursuant to the provisions of this Agreement. The Term may be extended upon mutual agreement of the Parties. Owners and the Town agree that this Agreement is binding upon both the Town and Owners, and Owners' heirs, successors, and assigns for the term of the Agreement. Owners, and all of Owner's heirs, successors, and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the Town may commence the voluntary annexation of the Property. Owner agrees that such annexation shall be voluntary and consents to the annexation pursuant to Sec. 212.172(b)(7) of Tex. Loc. Gov't Code.

Section 14. Survival of Covenants. The covenants contained within this agreement shall survive termination of this Agreement, together with any other provisions, as may be necessary for the implementation of those sections.

Section 15. **OWNERS REPRESENT AND ACKNOWLEDGE THAT EACH AND EVERY OWNER OF THE PROPERTY HAS SIGNED THIS AGREEMENT, AND OWNERS COVENANT AND AGREE, JOINTLY AND SEVERALLY, TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE TOWN AGAINST ANY AND ALL LEGAL CLAIMS, BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THE AGREEMENT, ARISING IN ANY WAY FROM THE TOWN'S RELIANCE ON THIS AGREEMENT.**

Entered into this 12 day of MAY, 2021

OWNER

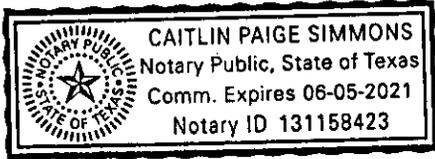
MMM Holdings, L.P.
A Texas Limited Partnership

By: Mehrdad Moayedi
Mehrdad Moayedi
Its: Manager

THE STATE OF TEXAS }

COUNTY OF DENTON }

This instrument was acknowledged before me on 12 day of may,
2021.



Caitlin Paige Simmons
Notary Public, State of Texas

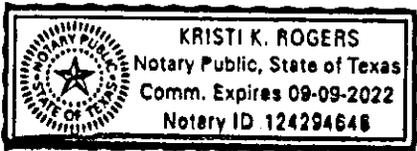
THE TOWN OF HICKORY CREEK, TEXAS

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

THE STATE OF TEXAS }

COUNTY OF DENTON }

This instrument was acknowledged before me on 12th day of May,
2021.



Kristi K. Rogers
Notary Public, State of Texas

After recording return to:

Town of Hickory Creek
Attn: Kristi Rogers
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

EXHIBIT A - LEGAL DESCRIPTION

Exhibit A

Property Description:

Lot 2 A, Block A, Lewisville Waters Edge Addition, an addition to the Town of Hickory Creek, Texas:

State of Texas)(

County of Dallas)(

Whereas we, CADG, are the owners of all of that certain tract or parcel of land situated in the O.M. French survey, Abstract Number 422 and the J. Ramsey survey, Abstract Number 1075, in Denton county, Texas, and being all of Lot 2, block A of the Lewisville Waters Edge Addition, an addition to the Town of Hickory Creek, as recorded in Document Number 130051 of the Plat Records of Denton county Texas, and being more particularly described as follows:

BEGINNING at a point for corner in the north line of Lake Drive and the west line, at the inner-ell of a tract of land conveyed to the United States of America Corps of Engineers (USA tract), as described by deed recorded in Volume 411, Page 194 of the Deed Records of Denton county, Texas, said point also being the southeast corner of said Lot 2, Block A;

THENCE South 85 degrees 33 minutes 21 seconds West, along said north right-of-way line of Lake Drive, and the south line of said Lot 2, block A, a distance of 485.43 feet to a point for corner in the east right-of-way line of Hook Street;

THENCE North 00 degrees 34 minutes 42 seconds East, along said right-of-way of Hook Street and along the west line of said Lot 2, block A, a distance of 744.68 feet to a point for corner in the north line of Lot 2, Block A and the south line of Lot 1 Block A of the said Lewisville Waters Edge Addition:

THENCE South 89 degrees 59 minutes 24 seconds, along said common line of Lot 2, Block A and Lot 1, Block A, a distance of 206.96 feet to a point for corner in the said west line of the USA tract and the east line of Lot 2, block A;

THENCE Along the common of said USA tract and Lot2, Block A the following courses:

South 01 degrees 26 minutes 43 seconds and distance of 199.22 feet to a point for corner,

South 84 degrees 53 minutes 55 seconds a distance of 181.00 feet to a point for corner,

South 00 degrees 47 minutes 05 seconds West a distance of 323.40 feet to a point for corner;

THENCE South 30 degrees 59 minutes 25 seconds East a distance of 207.20 feet to the point of **BEGINNING**, containing 5.191 Acres or 226,120 square feet more or less

EXHIBIT B – SERVICES AGREEMENT

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.
- c. 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.

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, 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.