



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, NOVEMBER 20, 2023, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Items of Community Interest

Pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following: expressions of thanks, congratulations, or condolence; an honorary or salutory 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.

1. September 2023 Council Meeting Minutes
2. September 2023 Financial Statements
3. October 2023 Financial Statements

- [4.](#) 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 Denton County concerning broadband infrastructure.
- [5.](#) 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 Denton County concerning communications systems.
- [6.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby ratifying an agreement related to Drug Enforcement Administration HIDTA Dallas Task Force.
- [7.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Flock Group, INC. concerning police cameras.
- [8.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek, Texas and a police recruit concerning police academy sponsorship.
- [9.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby ratifying an agreement between the Town of Hickory Creek and a police recruit concerning reimbursement.
- [10.](#) Consider and act on permit application submitted by Wal-Mart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for seasonal merchandise.

Regular Agenda

11. Interview for Arts and Culture Board.
- [12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. concerning professional engineering services for a leisure center master plan.
- [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 interlocal cooperation agreement with Denton County concerning Trip 22 roadway projects.
14. Receive update from Kevin Gronwaldt, Halff Associates, concerning Trip 22 roadway projects and discuss same.
- [15.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. concerning Contract Amendment No. 1 to an agreement for professional engineering services for the Denton County Bond Street Work.

- [16.](#) 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, Texas and Halff Associates, Inc. concerning Contract Amendment No. 2 to an agreement for professional engineering services for the Denton County Bond Street Work.
- [17.](#) 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.
- [18.](#) Consider and act on appointments to the Arts and Culture Board.
- [19.](#) Consider and act on appointments to the Economic Development Corporation.
20. Receive update from Chief Dunn concerning police department activity since the July council meeting and discuss same.
21. Receive update from John Smith, Town Manager, concerning an interlocal agreement with the City of Corinth for fire services and discuss the same.

Executive Session

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

Section 551.071

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

22. Discussion regarding certain real property generally located, North of Turbeville Road, South of FM 2181, East of Ronald Regan Avenue and West of Point Vista.
23. Potential litigation regarding Sycamore Bend Road construction failure.

Reconvene into Open Session

24. 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 15, 2023 at 4:00 p.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
WEDNESDAY, SEPTEMBER 06, 2023**

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 Chris Gordon

Councilmember Ian Theodore

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 Theodore gave the invocation.

Items of Community Interest

Lake Cities Chamber of Commerce will host the 2nd Annual Career Fair at the Fairfield Inn and Suites, 6557 S. I35E, Corinth Texas on October 18, 2023 from 10:00 a.m. to 1:00 p.m.

Lake Cities Chamber of Commerce will host 2023 Restaurant Week, September 8, 2023 through September 17, 2023. Visit a participating restaurant and submit your receipt for a chance to win a gift card.

The "9/11 Walk of Remembrance" will be held on September 10, 2023 at 6:30 p.m. to honor and remember all who perished on September 11, 2001.

Public Comment

There were no speakers for public comment.

Consent Agenda

There were no consent agenda items.

Regular Agenda

1. Presentation from Paddle EZ regarding utilizing Sycamore Bend Park for paddle board and kayak rental.

Josh Jackson, owner of Paddle EZ, provided an overview of his paddle board and kayak rental business and answered questions from the Town Council.

2. 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 2023-2024 budget.

John Hernando, 109 Red Bluff Drive, stated he would like clarification regarding the current tax rate and the proposed tax rate.

Motion made by Mayor Pro Tem Kenney to approve an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2023-2024 budget, Seconded by Councilmember Theodore.

A roll call vote was taken. Councilmember Gibbons voted yea, Councilmember DuPree voted yea, Councilmember Gordon voted yea, Mayor Pro Tem Kenney voted yea, Councilmember Theodore voted yea. Motion passed unanimously.

3. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2023 Certified Tax Roll for the Town of Hickory Creek; approving the 2023 Ad Valorem Tax Rate and levying \$0.236686 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, 2023 and ending September 30, 2024. 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 Gordon to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2023 Certified Tax Roll for the Town of Hickory Creek; approving the 2023 Ad Valorem Tax Rate and levying \$0.236686 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, 2023 and ending September 30, 2024. 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, Seconded by Councilmember DuPree.

A roll call vote was taken. Councilmember Gibbons voted yea, Councilmember DuPree voted yea, Councilmember Gordon voted yea, Mayor Pro Tem Kenney voted yea, Councilmember Theodore voted yea. Motion passed unanimously.

4. Consider and act on Contract Amendment No. 2 for the 2023 Sidewalk Extension Project.

John Smith, Town Manager, provided an overview of the contract amendment.

Motion made by Councilmember Theodore to approve Contract Amendment No. 2 for the 2023 Sidewalk Extension Project in an amount of \$35,992.50, Seconded by Councilmember Gordon.

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

Future Agenda Items

There were no future agenda items.

Adjournment

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

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

The meeting did then stand adjourned at 6:44 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, SEPTEMBER 25, 2023**

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

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 Gibbons gave the invocation.

Items of Community Interest

There were no items of community interest.

Public Comment

There were no speakers for public comment.

Consent Agenda

1. August 2023 Council Meeting Minutes
2. August 2023 Financial Statements
3. 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 8: Offences and Nuisances, by repealing Article 8.07: Minors.

Town of Hickory Creek

September 25, 2023

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4. 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 3: Building Regulations, by amending Article 3.12: Solar Panel Standards.
5. 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 Denton County Criminal District Attorney's Office for seizure and forfeited contraband.
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 agreement by and between the Town of Hickory Creek, Texas and Build by I-Codes concerning building inspection services.
7. 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, Texas and Finney Code Consultants, LLC concerning plan review services.
8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek, Texas and a police recruit concerning police academy sponsorship.

Motion made by Councilmember DuPree to approve consent agenda items 2-8 as presented, Seconded by Councilmember Gibbons.

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

Regular Agenda

9. Conduct a public hearing to receive public input regarding adoption of the Comprehensive Plan Update 2023 and consider and act on an ordinance adopting the same.

John Smith, Town Manager, provided an overview of the public input received regarding the Comprehensive Plan at the Planning and Zoning Commission meeting held on September 19, 2023.

Raul Orozco, Halff Associates, provided an overview to the Town Council regarding the engagement timeline, draft plan reviews, final plan outline which includes Chapter 1: Hickory Creek Today, Chapter 2: Community Vision, Chapter 3: Growing with Purpose, Chapter 4: Realizing the Vision and answered questions from the Town Council.

Mayor Clark called the public hearing to order at 6:28 p.m.

Ron Furtick, 1500 Turbeville Road, stated he cannot help with developing the town when he is limited to speak three minutes each month. He is confused with aspects of the Comprehensive Plan because he has not had the opportunity to ask questions or participate.

Town of Hickory Creek

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He doesn't understand why apartments would be built on a major retail location or why the property he owns is considered a neighborhood village. He cannot utilize the current zoning on the property and has spent two decades trying to obtain zoning that would allow him to develop the property. He pleaded with the Town Council to implement the plan and move forward instead of doing nothing which is driving him bonkers.

With no one else wishing to speak, Mayor Clark closed the public hearing at 6:31 p.m.

Motion made by Councilmember Gibbons to approve an ordinance adopting the Comprehensive Plan Update 2023. Seconded by Councilmember Theodore.

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

10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, approving amendments to the Town of Hickory Creek Personnel Policy Manual.

John Smith, Town Manager, provided an overview of the amendments to the personnel policy manual and answered questions from the Town Council.

Motion made by Councilmember Theodore to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, approving amendments to the Town of Hickory Creek Personnel Policy Manual, Seconded by Mayor Pro Tem Kenney.

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

11. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying agreements between the Town of Hickory Creek and Superior Automotive Group for emergency purchase of police vehicles.

Motion made by Councilmember DuPree to approve a resolution ratifying the purchase of two police vehicles, Seconded by Councilmember Gibbons.

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

12. Consider and act on receipt of budget from Chief Carey Dunn for expenditure of forfeiture funds.

Chief Cary Dunn provided an overview of the budget for expenditure of forfeiture funds and answered questions from the Town Council.

Motion made by Mayor Pro Tem Kenney to approve receipt of budget from Chief Carey Dunn for expenditure of forfeiture funds, Seconded by Councilmember DuPree.

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

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:09 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.

Section 551.072

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

Section 551.073

Deliberate a negotiated contract for a prospective gift or donation to the governmental body.

Section 551.087

Deliberation regarding Economic Development Negotiations, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the government body seeks to have locate, stay or expand in or near the territory of the government body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

13. Real property generally located, South of FM 2181, West of Ronald Reagan Avenue and East of Parkridge.

Reconvene into Open Session

The Town Council reconvened into open session at 7:42 p.m.

14. 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 Gibbons, Councilmember DuPree, Councilmember Theodore. Motion passed unanimously.

Town of Hickory Creek
September 25, 2023
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The meeting did then stand adjourned at 7:43 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, 2023

	Sep 30, 23
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	24,358.56
BOA - Drug Forfeiture	121,710.63
BOA - Drug Seizure	39.18
BOA - General Fund	424,692.37
BOA - Parks and Recreation	76,067.68
BOA - Payroll	270.00
BOA - Police State Training	5,189.01
Logic 2020 CO's	572,604.74
Logic Animal Shelter Facility	10,125.98
Logic Coronavirus Recovery Fund	731,229.92
Logic Harbor Ln-Sycamore Bend	84,970.65
Logic Investment Fund	10,285,505.80
Logic Turbeville Road	100,300.85
Total Checking/Savings	12,437,065.37
Accounts Receivable	
Accounts Receivable	6,429.92
Municipal Court Payments	9,262.20
Total Accounts Receivable	15,692.12
Total Current Assets	12,452,757.49
TOTAL ASSETS	12,452,757.49
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
September 2023

	Sep 23
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	2,652.69
4004 M&O Penalties & Interest	813.04
4006 Delinquent M&O	5,011.10
4008 I&S Debt Service	1,410.13
4010 I&S Penalties & Interest	487.58
4012 Delinquent I&S	3,019.60
	13,394.14
Total Ad Valorem Tax Revenue	13,394.14
Building Department Revenue	
4102 Building Permits	296,379.98
4104 Certificate of Occupancy	3,500.00
4106 Contractor Registration	600.00
4112 Health Inspections	2,300.00
4122 Septic Permits	425.00
4124 Sign Permits	450.00
4130 Vendor Fee	100.00
	303,754.98
Total Building Department Revenue	303,754.98
Franchise Fee Revenue	
4212 Republic Services	5,551.40
	5,551.40
Total Franchise Fee Revenue	5,551.40
Interest Revenue	
4330 General Fund Interest	5.02
4332 Investment Interest	53,195.26
	53,200.28
Total Interest Revenue	53,200.28
Interlocal Revenue	
4402 Corp Contract Current Year	31,231.04
	31,231.04
Total Interlocal Revenue	31,231.04
Miscellaneous Revenue	
4502 Animal Adoption & Impound	1,315.00
4506 Animal Shelter Donations	75.00
4508 Annual Park Passes	25.00
4510 Arrowhead Park Fees	5,609.00
4518 Drug Forfeiture	2,583.75
4526 Mineral Rights	37.36
4530 Other Receivables	9,854.35
4536 Point Vista Park Fees	1,510.00
4550 Sycamore Bend Fees	4,485.00
	25,494.46
Total Miscellaneous Revenue	25,494.46
Municipal Court Revenue	
4602 Building Security Fund	1,502.55
4604 Citations	41,228.88
4606 Court Technology Fund	1,231.17
4608 Jury Fund	30.48
4610 Truancy Fund	1,438.92
4612 State Court Costs	24,560.71
4614 Child Safety Fee	50.00
	70,042.71
Total Municipal Court Revenue	70,042.71
Sales Tax Revenue	
4702 Sales Tax General Fund	180,188.61
4706 Sales Tax 4B Corporation	25,741.23
4708 Sales Tax Mixed Beverage	3,066.01
	208,995.85
Total Sales Tax Revenue	208,995.85

Town of Hickory Creek
Profit & Loss
September 2023

	Sep 23
Total Income	711,664.86
Gross Profit	711,664.86
Expense	
Capital Outlay	
5010 Street Maintenance	865.00
5012 Streets & Road Improvement	135,490.00
5026 Fleet Vehicles	93,696.03
	230,051.03
Total Capital Outlay	230,051.03
Debt Service	
5106 2012 Refunding Bond Series	-4.58
5110 2015 Refunding Bond Series	500.00
5112 2015 C.O. Series	500.00
	995.42
Total Debt Service	995.42
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	1,447.24
5208 Copier Rental	299.85
5210 Dues & Memberships	75.00
5212 EDC Tax Payment	25,742.23
5216 Volunteer/Staff Events	1,322.77
5218 General Communications	471.00
5222 Office Supplies & Equip.	118.24
5224 Postage	593.19
5226 Community Cause	422.60
5228 Town Council/Board Expense	3,450.15
5230 Training & Education	860.00
	34,817.27
Total General Government	34,817.27
Municipal Court	
5312 Court Technology	161.00
5318 Merchant Fees/Credit Cards	732.21
5322 Office Supplies/Equipment	32.52
5332 Warrants Collected	3,999.47
	4,925.20
Total Municipal Court	4,925.20
Parks and Recreation	
5408 Tanglewood Park	10.88
	10.88
Total Parks and Recreation	10.88
Parks Corps of Engineer	
5432 Arrowhead	704.23
5434 Harbor Grove	23.54
5436 Point Vista	400.42
5438 Sycamore Bend	2,684.71
	3,812.90
Total Parks Corps of Engineer	3,812.90
Personnel	
5502 Administration Wages	32,106.78
5504 Municipal Court Wages	6,479.22
5506 Police Wages	75,927.55
5507 Police Overtime Wages	5,039.47
5508 Public Works Wages	18,194.37
5509 Public Works Overtime Wage	249.20
5510 Health Insurance	22,239.36
5514 Payroll Expense	2,113.60
5516 Employment Exams	584.39
5518 Retirement (TMRS)	31,409.65
	194,343.59
Total Personnel	194,343.59
Police Department	

Town of Hickory Creek
Profit & Loss
September 2023

	Sep 23
5602 Auto Gas & Oil	5,936.24
5606 Auto Maintenance & Repair	655.46
5612 Computer Hardware/Software	1,672.34
5614 Crime Lab Analysis	-100.00
5630 Personnel Equipment	10,447.48
5636 Uniforms	798.61
5648 K9 Unit	125.54
Total Police Department	19,535.67
Public Works Department	
5704 Animal Control Equipment	1,474.99
5706 Animal Control Supplies	644.89
5708 Animal Control Vet Fees	5,460.49
5710 Auto Gas & Oil	1,912.46
5714 Auto Maintenance/Repair	78.73
5716 Beautification	1,410.87
5718 Computer Hardware/Software	17,705.88
5722 Equipment	845.00
5728 Equipment Supplies	763.51
5734 Communications	348.78
5738 Training	135.00
5742 Uniforms	299.72
5748 Landscaping Services	16,166.12
Total Public Works Department	47,246.44
Services	
5802 Appraisal District	3,471.26
5804 Attorney Fees	23,982.00
5814 Engineering	6,716.88
5818 Inspections	20,535.00
5822 Legal Notices/Advertising	1,341.88
5824 Library Services	80.90
5826 Municipal Judge	1,160.00
5828 Printing	0.63
5840 Denton County Dispatch	29,383.00
Total Services	86,671.55
Special Events	
6012 Special Events	200.00
Total Special Events	200.00
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	3,971.39
5904 Electric	2,539.51
5906 Gas	114.11
5908 Street Lighting	3,856.75
5910 Telephone	425.86
5912 Water	2,346.66
Total Utilities & Maintenance	13,254.28
Total Expense	635,864.23
Net Ordinary Income	75,800.63
Net Income	75,800.63

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2022 through September 2023

	Oct '22 - Sep 23	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,574,282.32	1,573,408.00	100.1%
4004 M&O Penalties & Interest	8,160.89	4,500.00	181.4%
4006 Delinquent M&O	7,783.77	3,000.00	259.5%
4008 I&S Debt Service	836,649.80	836,400.00	100.0%
4010 I&S Penalties & Interest	3,960.94	2,000.00	198.0%
4012 Delinquent I&S	4,107.39	2,000.00	205.4%
Total Ad Valorem Tax Revenue	2,434,945.11	2,421,308.00	100.6%
Building Department Revenue			
4102 Building Permits	3,380,798.71	1,500,000.00	225.4%
4104 Certificate of Occupancy	38,500.00	20,000.00	192.5%
4106 Contractor Registration	9,675.00	5,500.00	175.9%
4108 Preliminary/Final Plat	11,050.00	1,700.00	650.0%
4110 Prelim/Final Site Plan	23,876.00	1,700.00	1,404.5%
4112 Health Inspections	7,820.00	10,000.00	78.2%
4122 Septic Permits	1,275.00	1,100.00	115.9%
4124 Sign Permits	1,550.00	1,000.00	155.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	4,075.00	5,000.00	81.5%
4130 Vendor Fee	100.00	75.00	133.3%
4132 Alarm Permit Fees	325.00	500.00	65.0%
Total Building Department Revenue	3,479,044.71	1,546,775.00	224.9%
Franchise Fee Revenue			
4202 Atmos Energy	89,407.77	65,000.00	137.6%
4204 Charter Communications	39,857.57	36,500.00	109.2%
4206 CenturyLink	0.00	0.00	0.0%
4208 CoServ	6,070.89	4,700.00	129.2%
4210 Oncor Electric	143,313.48	142,364.00	100.7%
4212 Republic Services	63,314.90	48,000.00	131.9%
4214 Electric	0.00	0.00	0.0%
4216 Gas	0.00	0.00	0.0%
4218 Telecom	0.00	0.00	0.0%
4220 Solid Waste	0.00	0.00	0.0%
Total Franchise Fee Revenue	341,964.61	296,564.00	115.3%
Interest Revenue			
4330 General Fund Interest	34.11	25.00	136.4%
4332 Investment Interest	529,746.09	185,000.00	286.3%
Total Interest Revenue	529,780.20	185,025.00	286.3%
Interlocal Revenue			
4402 Corp Contract Current Year	57,869.28	51,000.00	113.5%
Total Interlocal Revenue	57,869.28	51,000.00	113.5%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	26,247.70	7,200.00	364.6%
4506 Animal Shelter Donations	2,020.00	1,500.00	134.7%
4508 Annual Park Passes	42,908.00	10,000.00	429.1%
4510 Arrowhead Park Fees	69,613.00	36,000.00	193.4%
4512 Beer & Wine Permit	60.00	150.00	40.0%
4516 Corp Parks Fund Reserve	0.00	53,250.00	0.0%
4518 Drug Forfeiture	2,583.75	0.00	100.0%
4520 Drug Seizure	94,905.60	0.00	100.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	996.24	1,000.00	99.6%
4530 Other Receivables	119,829.73	50,000.00	239.7%
4534 PD State Training	1,113.51	1,114.00	100.0%
4536 Point Vista Park Fees	14,135.00	10,000.00	141.4%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	27,226.00	25,000.00	108.9%

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2022 through September 2023

	Oct '22 - Sep 23	Budget	% of Budget
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	12,250.00	8,750.00	140.0%
4560 2020 CO Proceeds	0.00	3,000,000.00	0.0%
4562 Coronavirus Local Recovery	0.00	595,240.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%
4566 Interlocal Agreements	173,700.00	188,700.00	92.1%
4568 Opiod Settlements	5,182.52	5,200.00	99.7%
Total Miscellaneous Revenue	592,771.05	3,993,104.00	14.8%
Municipal Court Revenue			
4602 Building Security Fund	17,263.30	18,023.00	95.8%
4604 Citations	513,038.68	550,000.00	93.3%
4606 Court Technology Fund	14,276.82	15,963.00	89.4%
4608 Jury Fund	339.32	200.00	169.7%
4610 Truancy Fund	16,747.42	0.00	100.0%
4612 State Court Costs	271,182.49	311,060.00	87.2%
4614 Child Safety Fee	125.00	800.00	15.6%
Total Municipal Court Revenue	832,973.03	896,046.00	93.0%
Sales Tax Revenue			
4702 Sales Tax General Fund	2,179,800.25	1,872,500.00	116.4%
4706 Sales Tax 4B Corporation	311,400.04	267,500.00	116.4%
4708 Sales Tax Mixed Beverage	36,517.67	30,000.00	121.7%
4710 Hotel Occupancy Tax	5,111.77	3,500.00	146.1%
Total Sales Tax Revenue	2,532,829.73	2,173,500.00	116.5%
Total Income	10,802,177.72	11,563,322.00	93.4%
Gross Profit	10,802,177.72	11,563,322.00	93.4%
Expense			
Capital Outlay			
5010 Street Maintenance	14,290.95	25,000.00	57.2%
5012 Streets & Road Improvement	719,303.71	700,000.00	102.8%
5022 Parks and Rec Improvements	126,171.71	500,000.00	25.2%
5024 Public Safety Improvements	408,203.81	500,000.00	81.6%
5026 Fleet Vehicles	289,247.37	215,000.00	134.5%
5030 Sycamore Bend Construction	-153,109.16	1,300,000.00	-11.8%
5032 Broadband Initiative	147,399.53	595,240.00	24.8%
5032 Denton County TRIP22	0.00	0.00	0.0%
Total Capital Outlay	1,551,507.92	3,835,240.00	40.5%
Debt Service			
5106 2012 Refunding Bond Series	82,114.92	81,648.00	100.6%
5110 2015 Refunding Bond Series	308,251.25	307,650.00	100.2%
5112 2015 C.O. Series	277,901.25	276,800.00	100.4%
5114 2020 C.O. Series	252,451.25	251,950.00	100.2%
Total Debt Service	920,718.67	918,048.00	100.3%
General Government			
5202 Bank Service Charges	180.00	200.00	90.0%
5204 Books & Subscriptions	207.00	300.00	69.0%
5206 Computer Hardware/Software	108,887.90	150,000.00	72.6%
5208 Copier Rental	3,517.86	4,200.00	83.8%
5210 Dues & Memberships	3,495.25	3,000.00	116.5%
5212 EDC Tax Payment	311,411.04	267,500.00	116.4%
5214 Election Expenses	14,908.19	15,000.00	99.4%
5216 Volunteer/Staff Events	9,209.59	10,500.00	87.7%
5218 General Communications	26,625.30	32,000.00	83.2%
5222 Office Supplies & Equip.	1,816.02	4,000.00	45.4%
5224 Postage	8,854.98	5,800.00	152.7%
5226 Community Cause	6,653.26	3,000.00	221.8%
5228 Town Council/Board Expense	10,032.73	11,000.00	91.2%
5230 Training & Education	1,779.15	1,500.00	118.6%

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2022 through September 2023

	Oct '22 - Sep 23	Budget	% of Budget
5232 Travel Expense	1,460.17	3,000.00	48.7%
5234 Staff Uniforms	794.09	800.00	99.3%
5236 Transfer to Reserve	0.00	891,364.00	0.0%
Total General Government	509,832.53	1,403,164.00	36.3%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	39.96	18,023.00	0.2%
5312 Court Technology	13,764.48	15,963.00	86.2%
5314 Dues & Memberships	55.00	150.00	36.7%
5318 Merchant Fees/Credit Cards	3,230.06	0.00	100.0%
5322 Office Supplies/Equipment	783.60	750.00	104.5%
5324 State Court Costs	266,468.73	311,060.00	85.7%
5326 Training & Education	300.00	100.00	300.0%
5328 Travel Expense	47.16	500.00	9.4%
5332 Warrants Collected	3,423.81	0.00	100.0%
Total Municipal Court	288,112.80	346,621.00	83.1%
Parks and Recreation			
5402 Events	0.00	2,000.00	0.0%
5408 Tanglewood Park	3,914.75	5,000.00	78.3%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	228.13	500.00	45.6%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	4,342.88	8,000.00	54.3%
Parks Corps of Engineer			
5432 Arrowhead	115,602.80	100,000.00	115.6%
5434 Harbor Grove	2,919.41	5,000.00	58.4%
5436 Point Vista	7,001.37	7,500.00	93.4%
5438 Sycamore Bend	24,794.80	21,750.00	114.0%
Total Parks Corps of Engineer	150,318.38	134,250.00	112.0%
Personnel			
5502 Administration Wages	419,939.25	413,630.00	101.5%
5504 Municipal Court Wages	79,303.50	84,358.00	94.0%
5506 Police Wages	1,030,245.37	1,109,152.00	92.9%
5507 Police Overtime Wages	39,322.39	25,000.00	157.3%
5508 Public Works Wages	254,952.61	273,860.00	93.1%
5509 Public Works Overtime Wage	7,458.90	4,500.00	165.8%
5510 Health Insurance	281,416.64	291,696.00	96.5%
5512 Longevity	14,265.00	14,300.00	99.8%
5514 Payroll Expense	27,978.52	22,000.00	127.2%
5516 Employment Exams	3,115.15	2,500.00	124.6%
5518 Retirement (TMRS)	290,428.71	279,462.00	103.9%
5520 Unemployment (TWC)	270.08	2,500.00	10.8%
5522 Workman's Compensation	40,155.14	38,766.00	103.6%
Total Personnel	2,488,851.26	2,561,724.00	97.2%
Police Department			
5602 Auto Gas & Oil	53,151.16	35,000.00	151.9%
5606 Auto Maintenance & Repair	48,789.58	25,000.00	195.2%
5610 Books & Subscriptions	202.00	750.00	26.9%
5612 Computer Hardware/Software	65,007.34	45,000.00	144.5%
5614 Crime Lab Analysis	6,299.74	3,500.00	180.0%
5616 Drug Forfeiture	35.00	0.00	100.0%
5618 Dues & Memberships	508.00	500.00	101.6%
5626 Office Supplies/Equipment	2,500.13	1,800.00	138.9%
5630 Personnel Equipment	63,075.81	50,000.00	126.2%
5634 Travel Expense	406.76	2,500.00	16.3%
5636 Uniforms	17,656.98	10,000.00	176.6%
5640 Training & Education	6,075.62	8,500.00	71.5%
5644 Citizens on Patrol	0.00	250.00	0.0%
5646 Community Outreach	619.92	2,000.00	31.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2022 through September 2023

	Oct '22 - Sep 23	Budget	% of Budget
5648 K9 Unit	11,952.28	14,500.00	82.4%
5650 Task Force Forfeiture	0.00	10,000.00	0.0%
Total Police Department	276,280.32	209,300.00	132.0%
Public Works Department			
5702 Animal Control Donation	295.00	1,500.00	19.7%
5704 Animal Control Equipment	1,683.03	2,000.00	84.2%
5706 Animal Control Supplies	6,469.82	4,500.00	143.8%
5708 Animal Control Vet Fees	25,034.96	15,000.00	166.9%
5710 Auto Gas & Oil	18,536.80	20,000.00	92.7%
5714 Auto Maintenance/Repair	15,114.01	10,000.00	151.1%
5716 Beautification	-1,055.80	145,000.00	-0.7%
5718 Computer Hardware/Software	25,709.46	1,000.00	2,570.9%
5720 Dues & Memberships	100.00	350.00	28.6%
5722 Equipment	845.00	5,000.00	16.9%
5724 Equipment Maintenance	9,665.72	6,000.00	161.1%
5726 Equipment Rental	330.00	1,500.00	22.0%
5728 Equipment Supplies	5,758.05	5,000.00	115.2%
5732 Office Supplies/Equipment	1,021.96	500.00	204.4%
5734 Communications	4,334.93	3,800.00	114.1%
5738 Training	879.15	800.00	109.9%
5740 Travel Expense	2,266.10	3,000.00	75.5%
5742 Uniforms	3,498.80	2,500.00	140.0%
5748 Landscaping Services	80,472.58	90,000.00	89.4%
Total Public Works Department	200,959.57	317,450.00	63.3%
Services			
5802 Appraisal District	13,885.04	14,000.00	99.2%
5804 Attorney Fees	59,238.10	60,000.00	98.7%
5806 Audit	15,000.00	15,000.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	1,530.00	750.00	204.0%
5814 Engineering	183,571.15	175,000.00	104.9%
5816 General Insurance	43,717.80	43,718.00	100.0%
5818 Inspections	99,910.00	75,000.00	133.2%
5820 Fire Service	970,692.00	970,692.00	100.0%
5822 Legal Notices/Advertising	5,262.78	3,500.00	150.4%
5824 Library Services	1,232.60	850.00	145.0%
5826 Municipal Judge	13,821.00	13,800.00	100.2%
5828 Printing	2,847.29	2,500.00	113.9%
5830 Tax Collection	2,851.00	3,000.00	95.0%
5832 Computer Technical Support	42,081.20	42,082.00	100.0%
5838 DCCAC	3,400.00	3,400.00	100.0%
5840 Denton County Dispatch	29,383.00	29,383.00	100.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	200.00	0.0%
5848 Recording Fees	882.00	500.00	176.4%
Total Services	1,489,304.96	1,455,575.00	102.3%
Special Events			
6012 Special Events	8,724.36	30,000.00	29.1%
Total Special Events	8,724.36	30,000.00	29.1%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	133,621.31	225,000.00	59.4%
5904 Electric	29,361.69	27,000.00	108.7%
5906 Gas	2,457.69	1,950.00	126.0%
5908 Street Lighting	42,380.93	40,000.00	106.0%
5910 Telephone	37,952.46	35,000.00	108.4%
5912 Water	18,546.96	15,000.00	123.6%
Total Utilities & Maintenance	264,321.04	343,950.00	76.8%
Total Expense	8,153,274.69	11,563,322.00	70.5%

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Accrual Basis

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2022 through September 2023

	<u>Oct '22 - Sep 23</u>	<u>Budget</u>	<u>% of Budget</u>
Net Ordinary Income	2,648,903.03	0.00	100.0%
Net Income	<u>2,648,903.03</u>	<u>0.00</u>	<u>100.0%</u>

Town of Hickory Creek
Expenditures over \$1,000.00
September 2023

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Bill	09/13/2023	Invoice...	Half Associates, Inc.	54,082.00
Bill	09/30/2023	Invoice...	Half Associates, Inc.	81,408.00
Total 5012 Streets & Road Improvement				135,490.00
5026 Fleet Vehicles				
Check	09/08/2023	5060	Superior Automotive Group	87,860.00
Check	09/20/2023	Debit	Enterprise Fleet Management	4,346.03
Total 5026 Fleet Vehicles				92,206.03
Total Capital Outlay				227,696.03
General Government				
5206 Computer Hardware/Software				
Check	09/11/2023	Debit	Granicus	1,200.00
Total 5206 Computer Hardware/Software				1,200.00
5212 EDC Tax Payment				
Check	09/14/2023		Hickory Creek Economic Development	25,741.23
Total 5212 EDC Tax Payment				25,741.23
5216 Volunteer/Staff Events				
Check	09/12/2023	5063	CDT Productions, Inc	1,170.00
Total 5216 Volunteer/Staff Events				1,170.00
5228 Town Council/Board Expense				
Check	09/18/2023	5075	Babe's Chicken	2,106.71
Check	09/18/2023	Debit	Lake Cities Education Foundation	1,200.00
Total 5228 Town Council/Board Expense				3,306.71
Total General Government				31,417.94
Parks Corps of Engineer				
5438 Sycamore Bend				
Bill	09/05/2023	Invoice...	Ventek International	2,200.00
Total 5438 Sycamore Bend				2,200.00
Total Parks Corps of Engineer				2,200.00
Personnel				
5510 Health Insurance				
Check	09/05/2023		Renaissance Life & Health Insurance	1,980.85
Check	09/07/2023	Debit	TML Health Benefits Pool	20,034.82
Total 5510 Health Insurance				22,015.67
5518 Retirement (TMRS)				
Check	09/01/2023	Debit	TMRS	31,409.65
Total 5518 Retirement (TMRS)				31,409.65
Total Personnel				53,425.32
Police Department				
5602 Auto Gas & Oil				
Check	09/27/2023	Debit	WEX Bank	5,708.76
Total 5602 Auto Gas & Oil				5,708.76
5630 Personnel Equipment				
Check	09/14/2023	Debit	Heartsmart	1,595.00
Bill	09/19/2023	Invoice...	M-Pak, Inc	57,810.87

Town of Hickory Creek
Expenditures over \$1,000.00
September 2023

Type	Date	Num	Name	Amount
Deposit	09/19/2023		GOVERNOR FISCAL DESINV-PAYMTS	-57,810.87
Bill	09/26/2023	Invoice...	Command Communications	6,704.90
Bill	09/30/2023	Invoice...	GT Distributors	1,381.38
Total 5630 Personnel Equipment				9,681.28
Total Police Department				15,390.04
Public Works Department				
5704 Animal Control Equipment				
Check	09/13/2023	5062	Bauer Precision	1,474.99
Total 5704 Animal Control Equipment				1,474.99
5710 Auto Gas & Oil				
Check	09/27/2023	Debit	WEX Bank	1,912.46
Total 5710 Auto Gas & Oil				1,912.46
5716 Beautification				
Bill	09/26/2023	Accou...	City of Denton	1,408.75
Total 5716 Beautification				1,408.75
5718 Computer Hardware/Software				
Bill	09/18/2023	Invoice...	GTS Technology Solutions	17,578.44
Total 5718 Computer Hardware/Software				17,578.44
5748 Landscaping Services				
Check	09/06/2023	5045	Garcia Landscaping	4,000.00
Bill	09/26/2023	Invoice...	D & D Commercial Landscape Management	6,666.39
Bill	09/30/2023	Invoice...	D & D Commercial Landscape Management	5,499.73
Total 5748 Landscaping Services				16,166.12
Total Public Works Department				38,540.76
Services				
5802 Appraisal District				
Bill	09/05/2023	Invoice...	DCAD	3,471.26
Total 5802 Appraisal District				3,471.26
5804 Attorney Fees				
Check	09/30/2023		Law Office of Dorwin L. Sargent III, PLLC	23,232.00
Total 5804 Attorney Fees				23,232.00
5814 Engineering				
Bill	09/13/2023	Invoice...	Half Associates, Inc.	4,617.86
Bill	09/30/2023	Invoice...	Half Associates, Inc.	1,584.01
Total 5814 Engineering				6,201.87
5818 Inspections				
Bill	09/05/2023	Invoice...	Build by I-Codes	9,480.00
Bill	09/05/2023	Invoice...	Finney Code Consultants, LLC	1,465.00
Bill	09/30/2023	Invoice...	Finney Code Consultants, LLC	1,330.00
Bill	09/30/2023	Invoice...	Build by I-Codes	7,280.00
Total 5818 Inspections				19,555.00
5822 Legal Notices/Advertising				
Bill	09/05/2023	Invoice...	Denton Record Chronicle	1,265.00
Total 5822 Legal Notices/Advertising				1,265.00
5826 Municipal Judge				
Check	09/01/2023	Debit	The Law Office of Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00

**Town of Hickory Creek
Expenditures over \$1,000.00
September 2023**

Type	Date	Num	Name	Amount
5840 Denton County Dispatch				
Bill	09/19/2023	22-23 ...	Denton County	29,383.00
Total 5840 Denton County Dispatch				29,383.00
Total Services				84,158.13
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Check	09/25/2023	5086	Manuel Vidal	1,180.00
Total 5902 Bldg Maintenance/Supplies				1,180.00
5904 Electric				
Check	09/22/2023	Debit	Hudson Energy Services, LLC	2,539.51
Total 5904 Electric				2,539.51
5908 Street Lighting				
Check	09/22/2023	Debit	Hudson Energy Services, LLC	3,742.17
Total 5908 Street Lighting				3,742.17
Total Utilities & Maintenance				7,461.68
Total Expense				460,289.90
Net Ordinary Income				-460,289.90
Net Income				-460,289.90



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: 09/01/2023 - 09/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5168%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 39 DAYS AND THE NET ASSET VALUE FOR 9/30/23 WAS 0.999858.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			570,020.05
09/29/2023	MONTHLY POSTING	9999888	2,584.69	572,604.74
	ENDING BALANCE			572,604.74

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	570,020.05
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2,584.69
ENDING BALANCE	572,604.74
AVERAGE BALANCE	570,020.05

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	1,342,954.37	37,335.39



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: 09/01/2023 - 09/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5168%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 39 DAYS AND THE NET ASSET VALUE FOR 9/30/23 WAS 0.999858.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,080.27
09/29/2023	MONTHLY POSTING	9999888	45.71	10,125.98
	ENDING BALANCE			10,125.98

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	10,080.27
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	45.71
ENDING BALANCE	10,125.98
AVERAGE BALANCE	10,080.27

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	377.80



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: 09/01/2023 - 09/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5168%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 39 DAYS AND THE NET ASSET VALUE FOR 9/30/23 WAS 0.999858.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			727,929.23
09/29/2023	MONTHLY POSTING	9999888	3,300.69	731,229.92
	ENDING BALANCE			731,229.92

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	727,929.23
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3,300.69
ENDING BALANCE	731,229.92
AVERAGE BALANCE	727,929.23

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	146,404.53	27,572.70



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: 09/01/2023 - 09/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5168%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 39 DAYS AND THE NET ASSET VALUE FOR 9/30/23 WAS 0.999858.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			84,587.12
09/29/2023	MONTHLY POSTING	9999888	383.53	84,970.65
	ENDING BALANCE			84,970.65

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	84,587.12
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	383.53
ENDING BALANCE	84,970.65
AVERAGE BALANCE	84,587.12

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	3,170.14



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: 09/01/2023 - 09/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5168%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 39 DAYS AND THE NET ASSET VALUE FOR 9/30/23 WAS 0.999858.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			10,239,077.91
09/29/2023	MONTHLY POSTING	9999888	46,427.89	10,285,505.80
	ENDING BALANCE			10,285,505.80

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,239,077.91
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	46,427.89
ENDING BALANCE	10,285,505.80
AVERAGE BALANCE	10,239,077.91

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	3,686,000.00	1,110,600.00	372,173.53



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: 09/01/2023 - 09/30/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5168%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 39 DAYS AND THE NET ASSET VALUE FOR 9/30/23 WAS 0.999858.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			99,848.10
09/29/2023	MONTHLY POSTING	9999888	452.75	100,300.85
	ENDING BALANCE			100,300.85

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	99,848.10
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	452.75
ENDING BALANCE	100,300.85
AVERAGE BALANCE	99,848.10

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	3,742.08

Town of Hickory Creek
Balance Sheet
As of October 31, 2023

	<u>Oct 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	24,359.39
BOA - Drug Forfeiture	107,822.12
BOA - Drug Seizure	39.18
BOA - General Fund	160,710.58
BOA - Parks and Recreation	84,267.94
BOA - Payroll	260.00
BOA - Police State Training	5,189.19
Logic 2020 CO's	451,894.21
Logic Animal Shelter Facility	10,173.65
Logic Coronavirus Recovery Fund	734,671.94
Logic Harbor Ln-Sycamore Bend	85,370.63
Logic Investment Fund	10,333,921.72
Logic Turbeville Road	100,772.99
Total Checking/Savings	<u>12,099,453.54</u>
Accounts Receivable	
Municipal Court Payments	11,925.10
Total Accounts Receivable	<u>11,925.10</u>
Total Current Assets	<u>12,111,378.64</u>
TOTAL ASSETS	<u><u>12,111,378.64</u></u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
October 2023

	Oct 23
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	585.11
4004 M&O Penalties & Interest	153.11
4006 Delinquent M&O	494.85
4008 I&S Debt Service	362.49
4010 I&S Penalties & Interest	70.56
4012 Delinquent I&S	198.35
	1,864.47
Building Department Revenue	
4102 Building Permits	62,273.50
4104 Certificate of Occupancy	1,500.00
4106 Contractor Registration	375.00
4112 Health Inspections	2,300.00
	66,448.50
Franchise Fee Revenue	
4214 Electric	2,017.38
4220 Solid Waste	5,181.43
	7,198.81
Interest Revenue	
4330 General Fund Interest	5.05
4332 Investment Interest	55,058.08
	55,063.13
Miscellaneous Revenue	
4502 Animal Adoption & Impound	905.00
4506 Animal Shelter Donations	40.00
4508 Annual Park Passes	75.00
4510 Arrowhead Park Fees	4,756.00
4512 Beer & Wine Permit	30.00
4530 Other Receivables	12,498.01
4536 Point Vista Park Fees	930.00
4550 Sycamore Bend Fees	4,424.00
	23,658.01
Municipal Court Revenue	
4602 Building Security Fund	1,565.72
4604 Citations	48,810.00
4606 Court Technology Fund	1,290.33
4608 Jury Fund	31.47
4610 Truancy Fund	1,573.37
4612 State Court Costs	26,344.92
4614 Child Safety Fee	75.00
	79,690.81
Sales Tax Revenue	
4702 Sales Tax General Fund	172,716.96
4706 Sales Tax 4B Corporation	24,673.85
4708 Sales Tax Mixed Beverage	2,919.05
4710 Hotel Occupancy Tax	950.11
	201,259.97
Total Income	435,183.70
Gross Profit	435,183.70
Expense	
Capital Outlay	
5012 Streets & Road Improvement	122,990.88
5026 Fleet Vehicles	4,346.03

Town of Hickory Creek

Profit & Loss

October 2023

11/14/23

Accrual Basis

	<u>Oct 23</u>
5032 Denton County TRIP22	57,618.00
Total Capital Outlay	184,954.91
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	6,300.63
5208 Copier Rental	402.24
5210 Dues & Memberships	562.70
5216 Volunteer/Staff Events	44.95
5218 General Communications	471.00
5224 Postage	569.76
5226 Community Cause	382.68
5228 Town Council/Board Expense	164.55
5230 Training & Education	28.01
5232 Travel Expense	28.55
Total General Government	8,970.07
Municipal Court	
5304 Building Security	4,031.51
5312 Court Technology	90.18
5318 Merchant Fees/Credit Cards	438.51
5322 Office Supplies/Equipment	41.18
5324 State Court Costs	88,842.33
5332 Warrants Collected	-3,308.77
Total Municipal Court	90,134.94
Parks and Recreation	
5402 Events	499.05
5408 Tanglewood Park	11.23
Total Parks and Recreation	510.28
Parks Corps of Engineer	
5432 Arrowhead	1,968.86
5434 Harbor Grove	83.06
5436 Point Vista	1,560.70
5438 Sycamore Bend	1,941.57
Total Parks Corps of Engineer	5,554.19
Personnel	
5502 Administration Wages	33,556.24
5504 Municipal Court Wages	6,748.88
5506 Police Wages	81,271.42
5507 Police Overtime Wages	3,267.94
5508 Public Works Wages	19,571.03
5509 Public Works Overtime Wage	347.34
5510 Health Insurance	1,350.24
5514 Payroll Expense	2,271.05
5516 Employment Exams	325.00
5518 Retirement (TMRS)	21,004.02
5522 Workman's Compensation	48,996.00
Total Personnel	218,709.16
Police Department	
5602 Auto Gas & Oil	5,086.05
5606 Auto Maintenance & Repair	2,898.72
5612 Computer Hardware/Software	5,196.20
5614 Crime Lab Analysis	35.00
5616 Drug Forfeiture	28,450.52
5626 Office Supplies/Equipment	88.30
5630 Personnel Equipment	19,757.28
5636 Uniforms	3,571.63
5640 Training & Education	8,546.71

Town of Hickory Creek
Profit & Loss
October 2023

	<u>Oct 23</u>
Total Police Department	73,630.41
Public Works Department	
5702 Animal Control Donation	640.00
5704 Animal Control Equipment	97.85
5706 Animal Control Supplies	34.45
5708 Animal Control Vet Fees	247.04
5710 Auto Gas & Oil	1,541.80
5714 Auto Maintenance/Repair	960.97
5718 Computer Hardware/Software	127.44
5724 Equipment Maintenance	1,751.23
5728 Equipment Supplies	53.27
5734 Communications	348.93
5738 Training	260.00
5740 Travel Expense	28.15
5742 Uniforms	60.00
Total Public Works Department	6,151.13
Services	
5804 Attorney Fees	1,627.50
5814 Engineering	32,514.68
5816 General Insurance	49,959.60
5824 Library Services	172.70
5826 Municipal Judge	1,155.00
5828 Printing	148.96
5832 Computer Technical Support	44,615.46
Total Services	130,193.90
Special Events	
6012 Special Events	-1,230.32
Total Special Events	-1,230.32
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	2,567.44
5904 Electric	2,674.38
5906 Gas	114.11
5908 Street Lighting	3,986.04
5910 Telephone	6,704.09
5912 Water	3,244.72
Total Utilities & Maintenance	19,290.78
Total Expense	736,869.45
Net Ordinary Income	-301,685.75
Net Income	<u><u>-301,685.75</u></u>

Town of Hickory Creek
Budget vs. Actual Year to Date 8.33%
October 2023

	Oct 23	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	585.11	1,664,029.00	0.0%
4004 M&O Penalties & Interest	153.11	2,500.00	6.1%
4006 Delinquent M&O	494.85	1,000.00	49.5%
4008 I&S Debt Service	362.49	836,526.00	0.0%
4010 I&S Penalties & Interest	70.56	1,500.00	4.7%
4012 Delinquent I&S	198.35	500.00	39.7%
Total Ad Valorem Tax Revenue	1,864.47	2,506,055.00	0.1%
Building Department Revenue			
4102 Building Permits	62,273.50	275,000.00	22.6%
4104 Certificate of Occupancy	1,500.00	6,000.00	25.0%
4106 Contractor Registration	375.00	2,500.00	15.0%
4108 Preliminary/Final Plat	0.00	0.00	0.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	2,300.00	10,000.00	23.0%
4122 Septic Permits	0.00	1,100.00	0.0%
4124 Sign Permits	0.00	1,000.00	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	75.00	0.0%
4132 Alarm Permit Fees	0.00	500.00	0.0%
Total Building Department Revenue	66,448.50	297,875.00	22.3%
Franchise Fee Revenue			
4214 Electric	2,017.38	155,000.00	1.3%
4216 Gas	0.00	90,000.00	0.0%
4218 Telecom	0.00	45,000.00	0.0%
4220 Solid Waste	5,181.43	50,000.00	10.4%
Total Franchise Fee Revenue	7,198.81	340,000.00	2.1%
Interest Revenue			
4330 General Fund Interest	5.05	25.00	20.2%
4332 Investment Interest	55,058.08	60,000.00	91.8%
Total Interest Revenue	55,063.13	60,025.00	91.7%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	58,788.00	0.0%
Total Interlocal Revenue	0.00	58,788.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	905.00	18,000.00	5.0%
4506 Animal Shelter Donations	40.00	1,000.00	4.0%
4508 Annual Park Passes	75.00	30,000.00	0.3%
4510 Arrowhead Park Fees	4,756.00	40,000.00	11.9%
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	60,000.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	2,654,385.00	0.0%
4526 Mineral Rights	0.00	1,000.00	0.0%
4530 Other Receivables	12,498.01	75,000.00	16.7%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	930.00	12,000.00	7.8%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	4,424.00	25,000.00	17.7%
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	1,100,000.00	0.0%
4562 Coronavirus Local Recovery	0.00	200,000.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 8.33%
October 2023

	Oct 23	Budget	% of Budget
4566 Interlocal Agreements	0.00	198,135.00	0.0%
4568 Opiod Settlements	0.00	0.00	0.0%
Total Miscellaneous Revenue	23,658.01	4,414,670.00	0.5%
Municipal Court Revenue			
4602 Building Security Fund	1,565.72	18,023.00	8.7%
4604 Citations	48,810.00	550,000.00	8.9%
4606 Court Technology Fund	1,290.33	15,936.00	8.1%
4608 Jury Fund	31.47	200.00	15.7%
4610 Truancy Fund	1,573.37	0.00	100.0%
4612 State Court Costs	26,344.92	311,060.00	8.5%
4614 Child Safety Fee	75.00	800.00	9.4%
Total Municipal Court Revenue	79,690.81	896,019.00	8.9%
Sales Tax Revenue			
4702 Sales Tax General Fund	172,716.96	2,100,000.00	8.2%
4706 Sales Tax 4B Corporation	24,673.85	300,000.00	8.2%
4708 Sales Tax Mixed Beverage	2,919.05	35,000.00	8.3%
4710 Hotel Occupancy Tax	950.11	0.00	100.0%
Total Sales Tax Revenue	201,259.97	2,435,000.00	8.3%
Total Income	435,183.70	11,008,432.00	4.0%
Gross Profit	435,183.70	11,008,432.00	4.0%
Expense			
Capital Outlay			
5010 Street Maintenance	0.00	25,000.00	0.0%
5012 Streets & Road Improvement	122,990.88	500,000.00	24.6%
5022 Parks and Rec Improvements	0.00	2,300,000.00	0.0%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Vehicles	4,346.03	60,000.00	7.2%
5032 Broadband Initiative	0.00	200,000.00	0.0%
5032 Denton County TRIP22	57,618.00	1,100,000.00	5.2%
Total Capital Outlay	184,954.91	4,185,000.00	4.4%
Debt Service			
5110 2015 Refunding Bond Series	0.00	316,450.00	0.0%
5112 2015 C.O. Series	0.00	271,800.00	0.0%
5114 2020 C.O. Series	0.00	254,450.00	0.0%
Total Debt Service	0.00	842,700.00	0.0%
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	6,300.63	75,000.00	8.4%
5208 Copier Rental	402.24	3,600.00	11.2%
5210 Dues & Memberships	562.70	3,500.00	16.1%
5212 EDC Tax Payment	0.00	300,000.00	0.0%
5214 Election Expenses	0.00	15,000.00	0.0%
5216 Volunteer/Staff Events	44.95	8,000.00	0.6%
5218 General Communications	471.00	32,000.00	1.5%
5222 Office Supplies & Equip.	0.00	3,000.00	0.0%
5224 Postage	569.76	6,200.00	9.2%
5226 Community Cause	382.68	3,000.00	12.8%
5228 Town Council/Board Expense	164.55	10,000.00	1.6%
5230 Training & Education	28.01	1,500.00	1.9%
5232 Travel Expense	28.55	2,000.00	1.4%
5234 Staff Uniforms	0.00	800.00	0.0%
5236 Transfer to Reserve	0.00	0.00	0.0%
Total General Government	8,970.07	464,100.00	1.9%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 8.33%
October 2023

	Oct 23	Budget	% of Budget
5304 Building Security	4,031.51	18,023.00	22.4%
5312 Court Technology	90.18	15,963.00	0.6%
5314 Dues & Memberships	0.00	150.00	0.0%
5318 Merchant Fees/Credit Cards	438.51	2,500.00	17.5%
5322 Office Supplies/Equipment	41.18	1,000.00	4.1%
5324 State Court Costs	88,842.33	311,060.00	28.6%
5326 Training & Education	0.00	500.00	0.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-3,308.77	2,500.00	-132.4%
Total Municipal Court	90,134.94	352,271.00	25.6%
Parks and Recreation			
5402 Events	499.05	1,500.00	33.3%
5408 Tanglewood Park	11.23	45,000.00	0.0%
5412 KHCB	0.00	500.00	0.0%
5414 Tree City USA	0.00	500.00	0.0%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	510.28	47,500.00	1.1%
Parks Corps of Engineer			
5432 Arrowhead	1,968.86	38,500.00	5.1%
5434 Harbor Grove	83.06	10,000.00	0.8%
5436 Point Vista	1,560.70	15,000.00	10.4%
5438 Sycamore Bend	1,941.57	43,500.00	4.5%
Total Parks Corps of Engineer	5,554.19	107,000.00	5.2%
Personnel			
5502 Administration Wages	33,556.24	435,826.00	7.7%
5504 Municipal Court Wages	6,748.88	87,736.00	7.7%
5506 Police Wages	81,271.42	1,230,354.00	6.6%
5507 Police Overtime Wages	3,267.94	20,000.00	16.3%
5508 Public Works Wages	19,571.03	275,624.00	7.1%
5509 Public Works Overtime Wage	347.34	4,500.00	7.7%
5510 Health Insurance	1,350.24	255,054.00	0.5%
5512 Longevity	0.00	13,950.00	0.0%
5514 Payroll Expense	2,271.05	25,000.00	9.1%
5516 Employment Exams	325.00	2,500.00	13.0%
5518 Retirement (TMRS)	21,004.02	316,117.00	6.6%
5520 Unemployment (TWC)	0.00	2,500.00	0.0%
5522 Workman's Compensation	48,996.00	48,996.00	100.0%
Total Personnel	218,709.16	2,718,157.00	8.0%
Police Department			
5602 Auto Gas & Oil	5,086.05	37,000.00	13.7%
5606 Auto Maintenance & Repair	2,898.72	25,000.00	11.6%
5610 Books & Subscriptions	0.00	500.00	0.0%
5612 Computer Hardware/Software	5,196.20	75,500.00	6.9%
5614 Crime Lab Analysis	35.00	6,500.00	0.5%
5616 Drug Forfeiture	28,450.52	0.00	100.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	88.30	2,000.00	4.4%
5630 Personnel Equipment	19,757.28	40,000.00	49.4%
5634 Travel Expense	0.00	2,000.00	0.0%
5636 Uniforms	3,571.63	10,000.00	35.7%
5640 Training & Education	8,546.71	8,500.00	100.5%
5644 Citizens on Patrol	0.00	250.00	0.0%
5646 Community Outreach	0.00	3,000.00	0.0%
5648 K9 Unit	0.00	5,000.00	0.0%
5650 Task Force Forfeiture	0.00	10,000.00	0.0%
Total Police Department	73,630.41	225,750.00	32.6%
Public Works Department			
5702 Animal Control Donation	640.00	1,000.00	64.0%
5704 Animal Control Equipment	97.85	1,000.00	9.8%

Town of Hickory Creek
Budget vs. Actual Year to Date 8.33%
October 2023

	Oct 23	Budget	% of Budget
5706 Animal Control Supplies	34.45	5,000.00	0.7%
5708 Animal Control Vet Fees	247.04	15,000.00	1.6%
5710 Auto Gas & Oil	1,541.80	20,000.00	7.7%
5714 Auto Maintenance/Repair	960.97	10,000.00	9.6%
5716 Beautification	0.00	150,000.00	0.0%
5718 Computer Hardware/Software	127.44	2,000.00	6.4%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	0.00	5,000.00	0.0%
5724 Equipment Maintenance	1,751.23	4,000.00	43.8%
5726 Equipment Rental	0.00	1,000.00	0.0%
5728 Equipment Supplies	53.27	5,000.00	1.1%
5732 Office Supplies/Equipment	0.00	800.00	0.0%
5734 Communications	348.93	3,800.00	9.2%
5738 Training	260.00	800.00	32.5%
5740 Travel Expense	28.15	3,000.00	0.9%
5742 Uniforms	60.00	2,800.00	2.1%
5748 Landscaping Services	0.00	90,000.00	0.0%
Total Public Works Department	6,151.13	320,550.00	1.9%
Services			
5802 Appraisal District	0.00	17,500.00	0.0%
5804 Attorney Fees	1,627.50	60,000.00	2.7%
5806 Audit	0.00	15,000.00	0.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	32,514.68	175,000.00	18.6%
5816 General Insurance	49,959.60	50,276.00	99.4%
5818 Inspections	0.00	32,500.00	0.0%
5820 Fire Service	0.00	970,692.00	0.0%
5822 Legal Notices/Advertising	0.00	4,000.00	0.0%
5824 Library Services	172.70	1,200.00	14.4%
5826 Municipal Judge	1,155.00	13,800.00	8.4%
5828 Printing	148.96	2,500.00	6.0%
5830 Tax Collection	0.00	3,000.00	0.0%
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	0.00	38,508.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	5,000.00	0.0%
5848 Recording Fees	0.00	750.00	0.0%
Total Services	130,193.90	1,444,904.00	9.0%
Special Events			
6012 Special Events	-1,230.32	30,000.00	-4.1%
Total Special Events	-1,230.32	30,000.00	-4.1%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	2,567.44	150,000.00	1.7%
5904 Electric	2,674.38	27,000.00	9.9%
5906 Gas	114.11	2,500.00	4.6%
5908 Street Lighting	3,986.04	40,000.00	10.0%
5910 Telephone	6,704.09	35,000.00	19.2%
5912 Water	3,244.72	16,000.00	20.3%
Total Utilities & Maintenance	19,290.78	270,500.00	7.1%
Total Expense	736,869.45	11,008,432.00	6.7%
Net Ordinary Income	-301,685.75	0.00	100.0%
Net Income	-301,685.75	0.00	100.0%

Town of Hickory Creek
Expenditures over \$1,000.00
October 2023

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Check	10/02/2023	Wire	Quick Set Concrete, Inc.	66,649.05
Check	10/19/2023	Wire	Quick Set Concrete, Inc.	56,341.83
Total 5012 Streets & Road Improvement				122,990.88
5026 Fleet Vehicles				
Check	10/20/2023	Debit	Enterprise Fleet Management	4,346.03
Total 5026 Fleet Vehicles				4,346.03
Total Capital Outlay				127,336.91
General Government				
5206 Computer Hardware/Software				
Bill	10/01/2023	Invoice...	Fund Accounting Solution Technologies	5,939.63
Total 5206 Computer Hardware/Software				5,939.63
Total General Government				5,939.63
Municipal Court				
5304 Building Security				
Check	10/31/2023	Debit	Norcon Communications, Inc.	4,031.51
Total 5304 Building Security				4,031.51
5324 State Court Costs				
Check	10/19/2023	Debit	State Comptroller	88,590.32
Total 5324 State Court Costs				88,590.32
Total Municipal Court				92,621.83
Parks Corps of Engineer				
5432 Arrowhead				
Bill	10/01/2023	Invoice...	Structured Technology Solutions	1,088.18
Total 5432 Arrowhead				1,088.18
5436 Point Vista				
Bill	10/01/2023	Invoice...	Structured Technology Solutions	1,088.18
Total 5436 Point Vista				1,088.18
5438 Sycamore Bend				
Bill	10/01/2023	Invoice...	Structured Technology Solutions	1,088.18
Total 5438 Sycamore Bend				1,088.18
Total Parks Corps of Engineer				3,264.54
Personnel				
5510 Health Insurance				
Check	10/03/2023	Debit	Renaissance Life & Health Insurance	1,205.13
Total 5510 Health Insurance				1,205.13
5518 Retirement (TMRS)				
Check	10/02/2023	Debit	TMRS	21,004.02
Total 5518 Retirement (TMRS)				21,004.02
5522 Workman's Compensation				
Check	10/25/2023	Debit	TMLIRP	48,996.00
Total 5522 Workman's Compensation				48,996.00
Total Personnel				71,205.15

Town of Hickory Creek
Expenditures over \$1,000.00
October 2023

Type	Date	Num	Name	Amount
Police Department				
5602 Auto Gas & Oil				
Check	10/27/2023	Debit	WEX Bank	5,086.05
Total 5602 Auto Gas & Oil				5,086.05
5606 Auto Maintenance & Repair				
Bill	10/18/2023	R.O.# ...	Christian Brothers Automotive	1,365.80
Bill	10/18/2023	R.O.# ...	Christian Brothers Automotive	1,230.61
Total 5606 Auto Maintenance & Repair				2,596.41
5612 Computer Hardware/Software				
Bill	10/31/2023	70283...	LexisNexis	4,400.00
Total 5612 Computer Hardware/Software				4,400.00
5616 Drug Forfeiture				
Check	10/18/2023	Debit	Phokus Research Group, Inc	2,307.00
Bill	10/18/2023	Invoice...	Bauer Precision	13,517.55
Bill	10/30/2023	Invoice...	Angel Armor	5,288.97
Bill	10/30/2023	Invoice...	Applied Concepts	6,962.00
Total 5616 Drug Forfeiture				28,075.52
5630 Personnel Equipment				
Check	10/15/2023		KS StateBank	17,740.00
Total 5630 Personnel Equipment				17,740.00
5636 Uniforms				
Bill	10/31/2023	Invoice...	Sun Badge Co.	1,580.35
Total 5636 Uniforms				1,580.35
5640 Training & Education				
Bill	10/01/2023	Invoice...	Lexipool, LLC	7,900.71
Total 5640 Training & Education				7,900.71
Total Police Department				67,379.04
Public Works Department				
5710 Auto Gas & Oil				
Check	10/27/2023	Debit	WEX Bank	1,541.80
Total 5710 Auto Gas & Oil				1,541.80
5724 Equipment Maintenance				
Bill	10/03/2023	Invoice...	Benavides Welding Works LLC	1,025.00
Total 5724 Equipment Maintenance				1,025.00
Total Public Works Department				2,566.80
Services				
5804 Attorney Fees				
Check	10/24/2023	5163	Ross Gannaway Clifton, PLLC	1,622.50
Total 5804 Attorney Fees				1,622.50
5814 Engineering				
Bill	10/18/2023	Invoice...	Half Associates, Inc.	27,736.79
Bill	10/31/2023	Invoice...	Half Associates, Inc.	4,400.37
Total 5814 Engineering				32,137.16
5816 General Insurance				
Check	10/25/2023	Debit	TMLIRP	49,954.60
Total 5816 General Insurance				49,954.60
5826 Municipal Judge				

Town of Hickory Creek
Expenditures over \$1,000.00
October 2023

Type	Date	Num	Name	Amount
Check	10/02/2023		The Law Office of Cynthia Burkett	1,050.00
			Total 5826 Municipal Judge	1,050.00
			5832 Computer Technical Support	
Bill	10/01/2023	Invoice...	Structured Technology Solutions	44,615.46
			Total 5832 Computer Technical Support	44,615.46
			Total Services	129,379.72
			Utilities & Maintenance	
			5904 Electric	
Check	10/25/2023	Debit	Hudson Energy Services, LLC	2,674.38
			Total 5904 Electric	2,674.38
			5908 Street Lighting	
Check	10/25/2023	Debit	Hudson Energy Services, LLC	3,802.67
			Total 5908 Street Lighting	3,802.67
			5910 Telephone	
Check	10/02/2023	Debit	Lumen-CenturyLink	2,318.88
Check	10/30/2023	Debit	Lumen-CenturyLink	2,318.88
			Total 5910 Telephone	4,637.76
			5912 Water	
Check	10/03/2023	Debit	L.C.M.U.A.	1,098.36
			Total 5912 Water	1,098.36
			Total Utilities & Maintenance	12,213.17
			Total Expense	511,906.79
			Net Ordinary Income	-511,906.79
			Net Income	-511,906.79



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: 10/01/2023 - 10/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5432%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 10/31/23 WAS 1.000074.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			572,604.74
10/02/2023	WIRE WITHDRAWAL	6156860	66,649.05 -	505,955.69
10/19/2023	WIRE WITHDRAWAL	6157449	56,341.83 -	449,613.86
10/31/2023	MONTHLY POSTING	9999888	2,280.35	451,894.21
	ENDING BALANCE			451,894.21

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	572,604.74
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	122,990.88
TOTAL INTEREST	2,280.35
ENDING BALANCE	451,894.21
AVERAGE BALANCE	484,478.44

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	1,465,945.25	39,615.74



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: 10/01/2023 - 10/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5432%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 10/31/23 WAS 1.000074.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			10,125.98
10/31/2023	MONTHLY POSTING	9999888	47.67	10,173.65
	ENDING BALANCE			10,173.65

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,125.98
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	47.67
ENDING BALANCE	10,173.65
AVERAGE BALANCE	10,125.98

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	425.47



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: 10/01/2023 - 10/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5432%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 10/31/23 WAS 1.000074.

MONTHLY ACTIVITY DETAIL

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

	BEGINNING BALANCE			731,229.92
10/31/2023	MONTHLY POSTING	9999888	3,442.02	734,671.94
	ENDING BALANCE			734,671.94

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	731,229.92
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3,442.02
ENDING BALANCE	734,671.94
AVERAGE BALANCE	731,229.92

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	146,404.53	31,014.72



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: 10/01/2023 - 10/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5432%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 10/31/23 WAS 1.000074.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			84,970.65
10/31/2023	MONTHLY POSTING	9999888	399.98	85,370.63
	ENDING BALANCE			85,370.63

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	84,970.65
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	399.98
ENDING BALANCE	85,370.63
AVERAGE BALANCE	84,970.65

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	3,570.12



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: 10/01/2023 - 10/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5432%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 10/31/23 WAS 1.000074.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			10,285,505.80
10/31/2023	MONTHLY POSTING	9999888	48,415.92	10,333,921.72
	ENDING BALANCE			10,333,921.72

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,285,505.80
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	48,415.92
ENDING BALANCE	10,333,921.72
AVERAGE BALANCE	10,285,505.80

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	3,686,000.00	1,110,600.00	420,589.45



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: 10/01/2023 - 10/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.5432%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 10/31/23 WAS 1.000074.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			100,300.85
10/31/2023	MONTHLY POSTING	9999888	472.14	100,772.99
	ENDING BALANCE			100,772.99

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	100,300.85
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	472.14
ENDING BALANCE	100,772.99
AVERAGE BALANCE	100,300.85

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	4,214.22

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-1120-__**

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 DENTON COUNTY CONCERNING BROADBAND INFRASTRUCTURE; 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 Denton County concerning broadband infrastructure, 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 20th day of November, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between **Denton County, Texas** (hereinafter the "**County**"), and each of the following municipalities: the **City of Corinth** ("**Corinth**"), a Texas home rule municipality, the **Town of Shady Shores** ("**Shady Shores**"), a Texas Type A General Law City, and the **Town of Hickory Creek** ("**Hickory Creek**"), a Texas Type A General Law City. Corinth, Shady Shores, and Hickory Creek are sometimes referred to herein collectively as "**the Lake Cities**" and separately as a "**Lake City**" and the County and the Lake Cities are sometimes referred to herein collectively as the "**Parties**" or individually a "**Party**". Each entity is organized and exist under the laws of the State of Texas, acting by and through and under the authority of their respective governing bodies and officials; and

WHEREAS, the Parties are local governmental entities organized under the laws of the State of Texas, and all of whom have the authority to perform the services set forth in this Agreement individually, and who mutually desire to enter into an interlocal cooperation agreement for the purposes herein stated, as provided for in Chapter 791 of the Texas Government Code, in order to maximize the benefits to the citizens of the LAKE CITIES and of the COUNTY to be derived from each taxpayer dollar expended; and

WHEREAS, the Parties have a desire to provide better infrastructure and services to residents and businesses, and to facilitate economic growth within their respective jurisdictions; and

WHEREAS, the LAKE CITIES will deploy a new fiber for high-speed broadband to the premises (FTTP) network throughout the LAKE CITIES area structured in a manner that effectively enables the provision of high-capacity broadband and other services and capabilities in a competitive and open environment to their residents and businesses ("**the Network**"); and

WHEREAS, the LAKE CITIES have identified and selected Pavlov as the best candidate to provide such services and have negotiated and executed a Dark Fiber Lease and Network Operation Agreement ("**Dark Fiber Lease**") with Pavlov; and

WHEREAS, the COUNTY, in order to improve the COUNTY'S data and information services, desires to have infrastructure access for future programs which would include connection of dark fiber to the Denton County fiber ring; and

WHEREAS, due to the cost of constructing a broadband system, the ability of the COUNTY to interconnect with the LAKE CITIES fiber network will result in improved efficient exchange of data benefiting the citizens of the COUNTY; and

WHEREAS, both Parties desire to pool their respective resources, avoid unnecessary or duplicitous expense, resulting in cost savings to their respective taxpayers; and

WHEREAS, the COUNTY is willing to pay the LAKE CITIES \$343,750.03 to be paid from the COUNTY'S American Rescue Plan Act (ARPA) funds for two connection points for dark fiber connectivity and data access subject to the terms of this Agreement; and

WHEREAS, the Interlocal Cooperation Act, in Chapter 791 of the Texas Government Code, authorizes the LAKE CITIES and the COUNTY to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented by this collective, cooperative undertaking; and

NOW THEREFORE, both Parties, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, in accordance with §791.011(c)(2) of the Texas Government Code, do hereby AGREE as follows:

ARTICLE I
INCORPORATION OF PREAMBLE

The preamble to this Agreement is wholly incorporated into this Agreement and the recitations contained therein are found and determined to be true and correct.

ARTICLE II
SCOPE OF AGREEMENT

A. The LAKE CITIES intend to provide access to the dark fiber optic cable owned or leased by the Lake Cities in accordance with the terms of this Agreement and as provided in Exhibit A & B attached hereto and incorporated herein for all purposes.

The following are the planned and existing locations where the Lake Cities will provide access to dark fiber to the County.

- Southeast corner of W. Hundley Drive and the DCTA Rail Line.
- Southwest corner of Shady Shores Road and Lakeview Blvd.

B. The exact point of demarcation or placement of the connectivity panel at each of the locations sites shall be mutually determined by the parties.

ARTICLE III TERM OF AGREEMENT

This Agreement shall become effective on the date of the last signature (“Effective Date”) and shall continue in full force and effect for as long as The Dark Fiber Lease and Network Operation Agreement between Lake Cities and Pavlov is in effect. The Dark Fiber Lease contains two (2) ten (10) year options to renew upon expiration of the initial thirty (30) year lease term. This Interlocal Cooperation Agreement will automatically be renewed beyond the initial thirty (30) year term for each ten (10) year renewal if the Lake Cities choose to exercise their renewal with Pavlov. If any facility not listed in Article II is added during the term of this Agreement, it is expressly understood that the term of this Agreement shall apply.

ARTICLE IV TERMINATION OF AGREEMENT

A. Unless otherwise provided in this Agreement, the Parties agree that none may unilaterally terminate this Agreement during the term thereof unless it is determined by the Parties that the terms of this Agreement are prohibited by law.

B. Any Party hereto may terminate this Agreement for cause by reason of another Party's material breach or default in the performance of this Agreement. The Party seeking to terminate this Agreement under this provision shall provide the defaulting Party written notice, specifically identifying the breach or default complained of, which notice shall provide the defaulting Party a period of not less than thirty (30) days from the date of receipt of such notice in which to cure such breach or default. In the event such breach or default is not fully cured within the time period specified, then the Party seeking to terminate this Agreement shall provide the defaulting Party with further written notice expressly specifying that this Agreement will be terminated if the breach or default is not wholly cured within not less than ten (10) days after the receipt of the further written notice by the alleged defaulting party. In the event that the defaulting party fails to cure the breach or default complained of, within the time specified, then this Agreement shall be terminated, and the party terminating this Agreement may seek appropriate legal relief.

C. At the time of expiration or termination of this Agreement, the Parties may choose to extend or modify the relationship between the Parties regarding the terms of this Agreement.

ARTICLE V
CONSIDERATION TO BE PAID

A. The COUNTY, beginning on the Effective Date of this Agreement, as identified in this Agreement, will pay the LAKE CITIES at total of \$343,750.03 in exchange for two dark fiber connection locations consisting of a minimum of four (4) strands as described herein. This expenditure shall be funded by the American Rescue Plan Act (ARPA). The exact amount to each municipality shall be based on the population of each entity, as shall be as follows:

- CORINTH shall receive \$258,383.91.
- HICKORY CREEK shall receive \$53,825.22.
- SHADY SHORES shall receive \$31,540.89.

ARTICLE VI
OWNERSHIP AND CONTROL OF PROPERTY

A. Each of the Parties shall own and maintain their electronic or passive equipment at each site.

ARTICLE VII
RESPONSIBILITY OF MAINTENANCE

Denton County is not responsible for the maintenance, repairs, and locates for fiber optic cables and connections owned by Pavlov or the Lake Cities.

ARTICLE VIII
HOLD HARMLESS

To the extent allowed by the Constitution and statutes of the State of Texas, and without waiving any immunity or limitation as to liability, each of the Parties agree to and shall hold harmless each other, its respective officials, officers, agents, employees, or attorneys from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, or for damages to any property; real, personal, or intellectual, arising out of or in connection with the use, but not the installation or maintenance, of the fiber pair, the subject of this Agreement, where the injury or death or damage is caused by the negligence of either party, its officials, officers, agents, employees, or attorneys.

ARTICLE IV
MEDIATION AND ALTERNATE DISPUTE RESOLUTION

The Parties hereto may agree to settle any disputes under this Agreement by submitting their dispute to mediation or other means of alternate dispute resolution. No mediation or other alternate dispute resolution arising out of or relating to, this Agreement involving one Party's disagreement may include another Party to the disagreement without the other Party's approval.

ARTICLE X
ASSIGNABILITY

No Party shall assign any interest in this Agreement and shall not transfer any interest in this Agreement to another governmental entity (whether by assignment, novation or otherwise) without the prior written consent of both parties, which consent shall not be unreasonably withheld. No Party may assign any interest in this Agreement to any other entity, other than a Texas governmental entity. No Party shall assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation or otherwise) without the prior written consent of the other Parties, which consent shall not be unreasonably withheld. All Parties, likewise, may only transfer any interest in this Agreement to another Texas governmental entity.

ARTICLE XI
NOTICE

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by U.S. Mail, return receipt requested, postage prepaid; or by facsimile transmission actually received, to:

CORINTH: Mayor
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208

HICKORY
CREEK: Mayor
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

SHADY

SHORES: Mayor
Town of Shady Shores
101 S. Shady Shores Road
Shady Shores, Texas 76208

COUNTY: County Judge
Denton County, Texas
1 Courthouse Drive
Denton, Texas 76208

Chief Information Officer
Denton County Technology Services
701 Kimberly Drive Suite 285
Denton Texas 76208

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

ARTICLE XII MODIFICATION

No waiver or modification of this Agreement or of any covenant, or condition, limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the Parties hereto out of or affecting this Agreement, or the rights or obligations of the Parties hereunder, unless such waiver or modification is in writing, duly executed. The Parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE XIII SAVINGS

If any one or more of the provisions hereof concerning the subject matter of this Agreement should be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable in any respect, the Parties agree to make a good faith effort to renegotiate another agreed provision to fulfill the purpose and intent of the present Agreement.

ARTICLE XIV
GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and all obligations of the parties hereto, created by this Agreement are performable in Denton County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas.

ARTICLE XV
ENTIRE AGREEMENT

This Agreement and the exhibits attached thereto, constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated after the date hereof, and is duly authorized and executed by the parties hereto.

ARTICLE XVI
WAIVER OF TERMS AND CONDITIONS

The failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain always in full force and effect. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

ARTICLE XVII
CAPTIONS

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS WHEREOF, the City of Corinth, Texas has caused this Interlocal Cooperation Agreement to be executed by its duly-authorized and empowered Mayor; and the Town of Hickory Creek has caused this Interlocal Cooperation Agreement to be executed by its duly-authorized and empowered Mayor, and the Town of Shady Shores, Texas has caused this Interlocal Cooperation Agreement to be executed by its duly-authorized and empowered Mayor, and Denton County, Texas has caused this Interlocal Cooperation Agreement to be executed by its duly-authorized and empowered County Judge.

SIGNATURE PAGES TO FOLLOW

Denton County Signature Page

DENTON COUNTY, TEXAS

By: _____
Andy Eads, Denton County Judge

Date

ATTEST:

By: _____
Juli Luke, County Clerk

AUDITOR'S CERTIFICATE:

I hereby certify that funds are available in the amount of \$ to accomplish and pay the obligation of Denton County under this contract/agreement.

Jeff May, Denton County Auditor

CITY OF CORINTH, TEXAS

By: _____
Bill Heidemann, Mayor

Date

By: _____
Scott Campbell, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Town of Hickory Creek Signature Page

TOWN OF HICKORY CREEK, TEXAS

By: _____
Lynn Clark, Mayor

Date

By: _____
John Smith, Town Manager

Date

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Town Attorney

Town of Shady Shores Signature Page

TOWN OF SHADY SHORES, TEXAS

By: _____
Cindy Auginbaugh, Mayor

Date

By: _____
Wendy Withers, Town Administrator

Date

ATTEST:

Wendy Withers, Town Secretary

APPROVED AS TO FORM:

Town Attorney

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-1120-__**

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 DENTON COUNTY CONCERNING COMMUNICATIONS SYSTEMS; 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 Denton County concerning communications systems, 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 20th day of November, 2023.

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

**INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND
THE TOWN OF HICKORY CREEK POLICE DEPARTMENT FOR THE USE OF THE
DENTON COUNTY RADIO COMMUNICATIONS SYSTEM**

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the Town of Hickory Creek Police Department, Texas, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

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

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User Agency (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Hickory Creek Police Department wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Hickory Creek Police Department and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“*Assignee*” means the Agency employee assigned to a specific Subscriber Unit.

“*Communications System*” or “*System*” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“*Coordinating Committee*” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“*Infrastructure Management Committee*” means the committee that is responsible for the administration and operation of the Communications System.

“*Subscriber Units*” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“*Talk Group*” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“*Technical Committee*” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“*User*” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2023, and ending on the 30th day of September, 2024. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF TOWN OF HICKORY CREEK POLICE DEPARTMENT

3.1 Hickory Creek Police Department shall use the System in accordance with this Agreement to provide integration of communications by Hickory Creek Police Department between its Users on the System for governmental operations.

3.2 When using the System, Hickory Creek Police Department shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Hickory Creek Police Department uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Hickory Creek Police Department will also abide by the User rules of those Talk Groups.

3.3 Hickory Creek Police Department must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Hickory Creek Police Department is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Hickory Creek Police Department is responsible for all programming of Agency-owned Subscriber Units.

3.5 Hickory Creek Police Department shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all Agency-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any Agency-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Hickory Creek Police Department, the Agency shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the Agency will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Hickory Creek Police Department shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the Agency for the lack of interoperability between the Subscriber Units and the System if the Agency fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Hickory Creek Police Department to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Hickory Creek Police Department. Talk Groups will be established for the Agency by the County.

4.2 The System Manager will not activate radios on the Hickory Creek Police Department Talk Groups nor make changes to the Hickory Creek Police Department radios without first receiving authorization from the designated representative of the Agency, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the Agency; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A**, which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Hickory Creek Police Department before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the Agency on or before October 1st of each year. This amount is subject to change when the Agency adds or

deletes the number of Subscriber Units in service. The Agency must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the Agencies deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the Agency shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The Agency agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the Agency add Subscriber Units or Talk Groups to the Service within a Term, the Agency agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The Agency shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the Agency the pro-rated amount of the fees previously paid by the Agency for the use of the System for the then current fiscal year.

**VIII.
RELEASE AND HOLD HARMLESS**

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

**IX.
IMMUNITY**

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

**X.
ASSIGNMENT**

The Agency agrees to retain control and to give full attention to the fulfillment of this Agreement. The Agency cannot assign or sublet this Agreement without the prior written consent of the County. Further, the Agency cannot sublet any part or feature of the work to anyone objectionable to Denton County. The Hickory Creek Police Department also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the Agency from its full obligations to the County as provided by this Agreement.

**XI.
ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Denton County and Hickory Creek Police Department and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Hickory Creek Police

Department. This Agreement may be amended only by written instrument signed by Denton County and Hickory Creek Police Department.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff’s Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

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

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event,

either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE TOWN OF HICKORY CREEK POLICE DEPARTMENT, TEXAS:

BY:

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

Approved as to content:

Carey Dunn, Chief of Police

Approved as to form:

Attorney for Agency

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

Date: _____

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A
Denton County Sheriff's Office
Radio Communications System Agreement
FY23-24 Agency Payment Worksheet/Invoice

Agency:	Hickory Creek Police Department	
Payment Contact Person:	John Smith, Town Administrator and/or Kristi Rogers, Town Secretary	
Phone Number:	940-279-7061 or 940-279-7060	
Email(s):	John.smith@hickorycreek-tx.gov or Kristi.rogers@hickorycreek-tx.gov	
Address:	1075 Ronald Reagan Ave.	
City, State, Zip	Hickory Creek, TX 75065	
Agency Should Include this Worksheet with Each Payment Sent to Denton County.		
Make checks payable to:	Denton County	
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205	
Please select one of the following options:		
<u>Tier 1</u>		<u>Tier 3</u>
Radio User <i>ONLY</i> - \$4 each per month		Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month
PD Radio Subscribers	26	\$1,248.00
PD Radio Subscribers	26	\$1,872.00
Total Amt Per Year =	<u>\$1,248.00</u>	Total Amt Per Year = <u>\$1,872.00</u>
<u>BILLED ANNUALLY</u>		

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative

Title

Date

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-1120-___**

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

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

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

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

Section 1: the Town Council hereby ratifies the agreement referred to as the FY 24 Asset Forfeiture Sharing Agreement HIDTA Task Force Group 1 effectively dated November 15, 2023 and attached hereto as Exhibit A.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 20th day of November, 2023.

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

FY 2024 Asset Forfeiture Sharing Agreement
HIDTA Task Force Group 1 (Dallas)
Hickory Creek Police Department

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

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

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

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

Sharing percentages shall be based upon the following formula:

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

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

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

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

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

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

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



Eduardo A. Chávez
Special Agent in Charge
Dallas Field Division

Date: 11-15-2023



Carey Dunn
Chief of Police
Hickory Creek Police Department

Date: 10/19/2023

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-1120-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND FLOCK GROUP INC. CONCERNING POLICE CAMERAS; 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 by and between the Town of Hickory Creek, Texas and Flock Group, Inc. (hereinafter the “Agreement”) concerning police camera systems, 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 20th day of November, 2023.

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

Flock Safety + TX - Hickory Creek PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jasmine Norton
jasmine.norton@flocksafety.com
2145425610



EXHIBIT A
ORDER FORM

Customer: TX - Hickory Creek PD
 Legal Entity Name: TX - Hickory Creek PD
 Accounts Payable Email: carey.dunn@hickorycreek-tx.gov
 Address: 1075 Ronald Reagan Avenue Hickory Creek,
 Texas 75065

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$20,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00

Subtotal Year 1:	\$21,950.00
Annual Recurring Subtotal:	\$20,000.00
Discounts:	\$20,000.00
Estimated Tax:	\$0.00
Contract Total:	\$101,950.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$21,950.00
Annual Recurring after Year 1	\$20,000.00
Contract Total	\$101,950.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$20,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Hickory Creek PD

By: _____

By: _____

Name: Mark Smith

Name: Carey Dunn

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Customer Implementation Guide
Law Enforcement



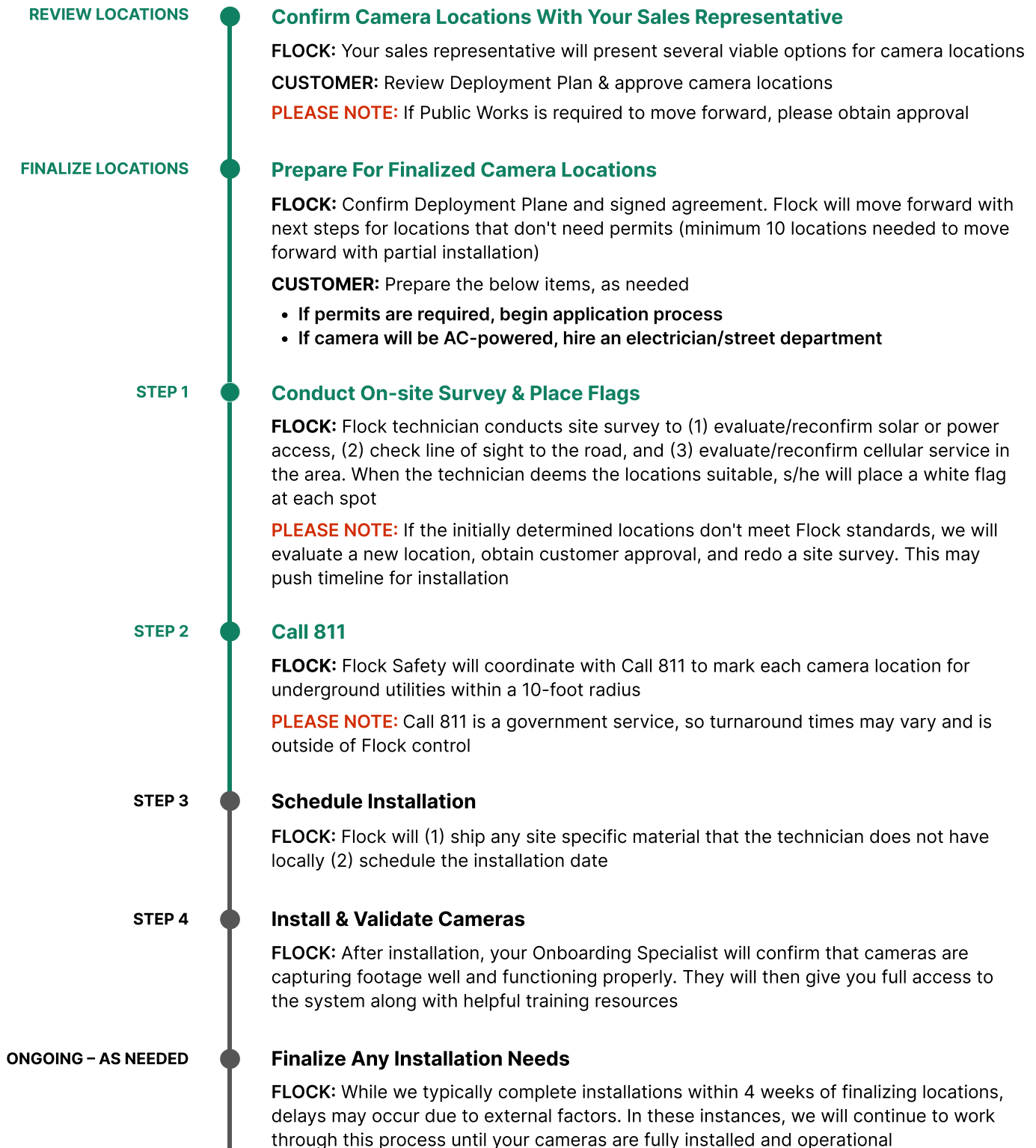
flock safety

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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Flock Safety Team

Implementation Team	How They Will Support You
 <p data-bbox="217 688 492 726">Project Manager</p>	<p data-bbox="607 380 1349 462">Your Project Manager is your primary contact during camera installation.</p> <p data-bbox="607 499 1414 821">Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
 <p data-bbox="222 1318 495 1400">Field Operations Team</p>	<ul data-bbox="628 1014 1422 1812" style="list-style-type: none"><li data-bbox="628 1014 1422 1287">• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.<li data-bbox="628 1325 1422 1598">• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.<li data-bbox="628 1635 1422 1812">• *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not the technician.

Relationship Team	How They Will Support You
 <p>Customer Success Manager</p>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none">• Set up Account Training• Understand benefits of features• Learning best practices for getting relevant data• Identifying opportunities to expand the security network in your area• Provide feedback on your partnership with Flock
 <p>Flock Safety Support</p>	<p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com or call 866-901-1781 Mon-Fri 8am-8pm EST.</p> <p>Support can help you:</p> <ul style="list-style-type: none">• Request camera maintenance• Troubleshoot online platform• Contract / Billing questions• Update account information• Camera Sharing questions• Quick “How to” questions in your Flock Account

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade [Flock breakaway pole](#)
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on **Standard, 12' above grade Flock breakaway pole** or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting Locations

Falcon Cameras



- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

Electrician Handout

Electrician Installation Steps

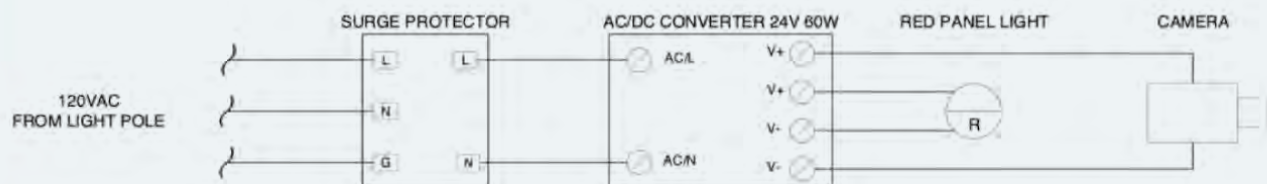
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

Can you plug it into my existing power outlet? The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review Fees Sheet For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

***Fee Schedule**

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered)..... **\$350**
 - Flock pole (non-AC powered)..... **\$750**
 - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
 - Camera only as a result of vandalism, theft, or damage **\$800**
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole **\$500**
 - Advanced pole **\$5000**
 - Full replacement as a result of vandalism, theft, or damage
 - Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
 - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

[How do I reset my / another user's password?](#)

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any “How-To” questions you may have.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-1120-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND A POLICE RECRUIT CONCERNING POLICE ACADEMY SPONSORSHIP; 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 a police recruit (hereinafter the "Agreement") for police academy sponsorship 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, 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 20th day of November, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-1120-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND A POLICE RECRUIT CONCERNING REIMBURSEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council desires to ratify an agreement between the Town of Hickory Creek, Texas and Melvin Franklin, as shown on the attached Exhibit A.

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

Section 1: the Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and Melvin Franklin effectively dated November 6, 2023 and attached hereto as Exhibit A.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 20th day of November, 2023.

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

SPONSORSHIP AGREEMENT

This Agreement ("Agreement") is by and between the **TOWN OF HICKORY CREEK, TEXAS**, (the "Town"), and Melvin Franklin (the "Police Recruit") to be effective as of the later of November 6, 2023 or the date of execution of this Agreement (the "Effective Date")."

SECTION 1 **RECITALS**

WHEREAS, the Town and the Police Recruit are sometimes collectively referenced in this Agreement as (the "Parties,"), or, each individually, as (the "Party"); and

WHEREAS, the Town is a general-law municipality of the State of Texas located within Denton County (the "County"); and

WHEREAS, the Town has determined that it is in the public interest to sponsor certain employees for police academy training and education necessary to receive appropriate professional certification from the Texas commission on Law Enforcement.

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

SECTION 2 **TOWN'S COMMITMENT**

Melvin Franklin has been selected for sponsorship by the Town for police academy training. Program sponsorship includes the following:

1. Payment of all tuition, fees, books, uniforms, equipment and miscellaneous necessities, as exclusively approved by the Police Chief or his designee and as required by the academy in order to participate in and graduate from the training program, up to a maximum of \$5000.
2. Selection of employees for sponsorship under the provisions of this Agreement shall be made with consideration given to education, experience, and Department seniority.

SECTION 3 **POLICE RECRUIT'S COMMITMENT AND THE TOWN'S RIGHTS**

In exchange for the sponsorship specified above, the Police Recruit agrees to accept the following terms and conditions.

1. The Police Recruit agrees to abide by all Departmental policies, rules, and regulations, and the Personnel Rules and Regulations of the Town.
2. The Police Recruit is required to remain in good standing with the academy at all times. Should the Police Recruit fail to remain in good standing at any time or should the Police Recruit's academic or other performance result in dismissal from the academy, the Town reserves the exclusive right to terminate the sponsorship and recover 100% of the payments made pursuant to this Agreement.

3. The Police Recruit is required to maintain consistent attendance and progress through the required coursework. Should the Police Recruit fail to comply with this requirement, the Town reserves its exclusive right to terminate the sponsorship and recover 100% of the payments made pursuant to this Agreement.
4. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Police Recruit voluntarily leaves the academy prior to completing the requirements for certification.
5. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Recruit fails to attain certification within six (6) months of completing the required coursework, unless an extension is requested and approved by the Police Chief or his designee.
6. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Police Recruit voluntarily leaves the employ of the Town within two (2) years of his or her certification as a Police Officer.
7. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Police Recruit is terminated from the employ of the Town within two (2) years of certification as a Police Officer. "Termination" shall also include, but not limited to, an injury or illness resulting in the Applicant's inability to perform the normal duties of the position held by the Police Recruit for more than 6 months, so long as said injury or illness is not connected with their employment with the Town.
8. Unless a different schedule is approved by the Police Chief or his designee, repayment shall be made in equal monthly installments and be completed within one (1) year of cessation of employment or other event triggering the repayment obligation. The Police Recruit agrees that in the event of his or her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the repayment obligation remaining unpaid shall immediately become due and payable, unless an extension is requested and approved by the Town.
9. The Police Recruit agrees that in the event that legal fees and costs are incurred by the Town to enforce the terms of this Agreement, the Police Recruit shall be responsible for payment of such fees and costs and the court shall award such fees and costs to the Town.
10. No provision of this Agreement shall be interpreted in a manner adverse to either party based upon the fact that the party drafted the language of the Agreement at issue.

SECTION 4 **DISCLAIMER**

This Agreement covers only payment of those items specified herein associated with the Town of Hickory Creek Police Department's sponsorship of the Police Recruit's participation in the academy. It should not be construed as a contract for employment or continued employment, nor should it be construed to guarantee the Police Recruit a particular position of employment with the Town. The Police Recruit's employment, continued employment, and position shall be at the will and pleasure of the Town under such terms and conditions as are determined by the Town, unless applicable law provides otherwise.

SECTION 5
POLICE RECRUIT'S CERTIFICATION

I certify that I have read this Agreement, I have had the opportunity to ask questions, and I have received answers that satisfy my concerns related to this Agreement. I agree to abide by the provisions of this Agreement including those provisions that deal with the Town's rights to recover the costs associated with my participation in the academy should my employment with the Town terminate for any reason.

Police Recruit's Name: Melvin Franklin

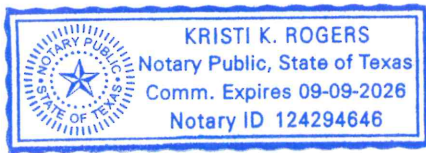
Police Recruit's Signature: *Melvin Franklin* Date: 11/02/2023

DATED AND EXECUTED BY POLICE RECRUIT, THIS 2nd DAY OF November, 2023.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

GIVEN under my hand and official seal, this 2nd day of November, 2023.



Kristi K. Rogers
Notary Public, State of Texas

TOWN OF HICKORY CREEK

Carey Dunn, Police Chief
Town of Hickory Creek

Date: _____

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

Date: Nov 2, 2023



AGENDA INFORMATION SHEET

MEETING DATE: November 20, 2023

AGENDA ITEM: Consider and act on permit application submitted by WalMart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for seasonal merchandise.

SUMMARY: Fees related to the permit application are \$250.00 for December. Building Department can approve temporary storage containers for 60 days. Fees for October and November \$500.00.



TEMPORARY STORAGE / DONATION BOX

Permit Application

Business Name: Walmart 3286 Phone: 940-321-5363

Address: 1035 Hickory Creek Blvd Hickory Creek TX, 75065

Applicant Name: Jessica Parks Phone: 940-321-5363

Address: 1035 Hickory Creek Blvd Hickory Creek TX 75065

Property Owner: Walmart Stores Inc Phone: 1800 Walmart

Purpose & Items to be Stored: seasonal merchandise

Delivery Date: 10-01-2023 Removal Date: 12-31-2023

Supplier: Mobile Mini Phone: _____

Address: 9540 FM 1384 Justin, TX 76247

Type of Storage (container, trailer, etc): Containers

Number of Units: 5 Dimensions: 40ft by 8ft

Attach copy of site plan showing container placement. Written permission of the property owner permission is required, if applicable. Containers may not be placed on an unapproved surface, where it may, in any manner, block fire lanes, required exits, parking or landscape areas, vehicular or pedestrian traffic, or creates any hazard to the public.

Permits for temporary storage containers are valid for a maximum of 60 days without prior Council approval. Failure to remove units at permit expiration could result in the issuance of citations. Donation box registration expires annually on anniversary date. Owner and / or applicant is responsible for assuring containers meet all requirements of Chapter 14 Article XXI Section 6 of the Code of Ordinances.

Applicant Signature: J Parks Date: 10-2-2023

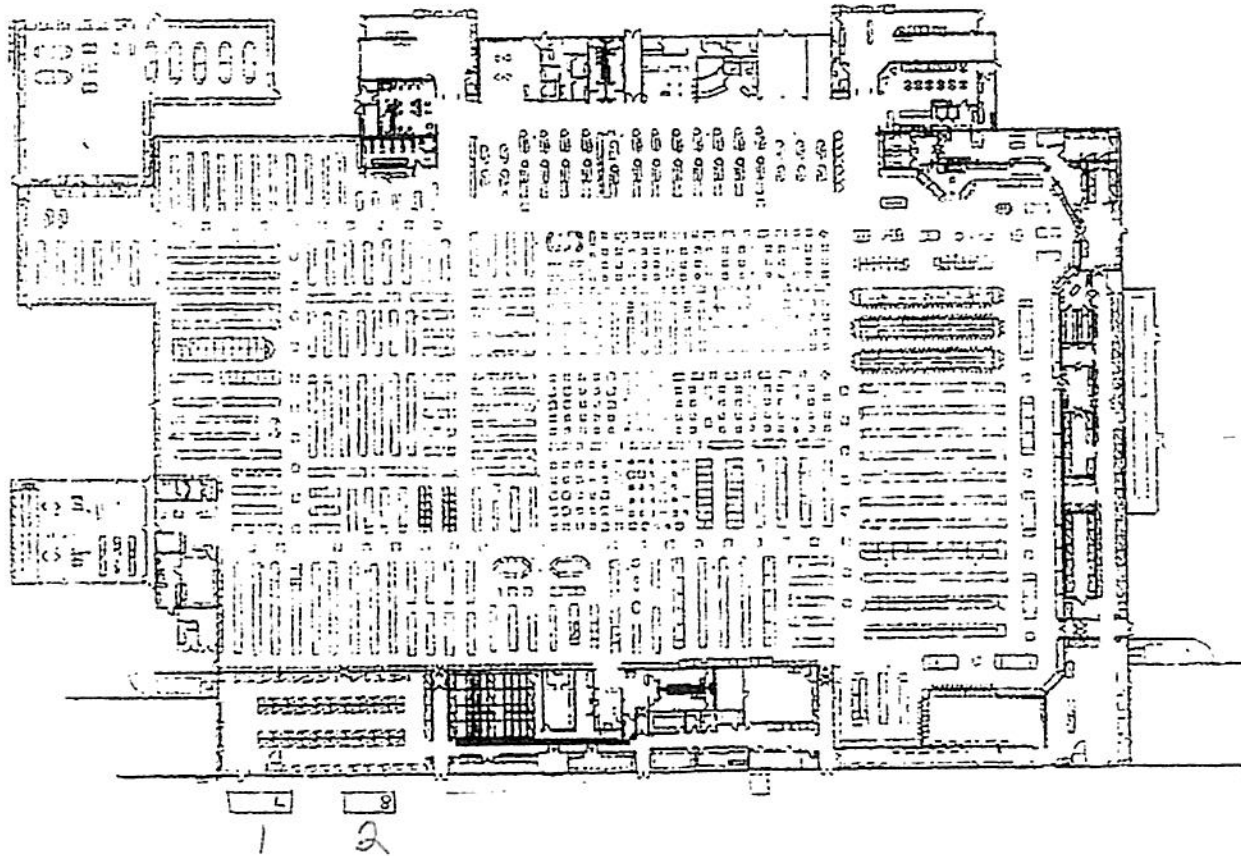
Reviewed by: _____ Date: _____

Approved: Yes No Permit Number: _____

Receipt: _____ Expiration Date: _____

Denied: _____ Submitted to Council: _____

Store #3286
Hickory Creek, Texas
Trailer Guidelines



345

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-1120-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND HALFF ASSOCIATES, INC. CONCERNING PROFESSIONAL ENGINEERING SERVICES FOR A LEISURE CENTER MASTER PLAN; 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 by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. (hereinafter the “Agreement”) concerning professional engineering services for a leisure center master plan, 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 20th day of November, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON
A DEFINED SCOPE OF SERVICES BASIS**

This Agreement for Professional Engineering Services (“Agreement”) is entered into by the **Town of Hickory Creek, Texas a General Law City** of the State of Texas (“Client”), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer (“Engineer”), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the “Parties” or individually as a “Party”.

WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

II. SERVICES TO BE PERFORMED BY ENGINEER. Engineer shall provide to Client basic engineering services as described in the Scope of Services attachment and fully incorporated herein as “**Exhibit A**” which services may include, but will not be limited to, those services normally rendered by an engineer to a **General Law City**. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. COMPENSATION. Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer’s receipt of payment(s) from Client is not contingent upon Client’s receipt of payment, funding, reimbursement, or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates.

IV. CLIENT’S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client’s representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client, when necessitated by a project, (iii) provide site access, and to provide those services described in the attached Scope of Services, assist Engineer in obtaining access to property necessary for performance of Engineer’s work for Client, (iv) make prompt payments in response to Engineer’s statements and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client’s representatives.

V. TERMINATION OF WORK. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days’ prior written notice. Client agrees that termination of Engineer for Client’s convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer’s services under this Agreement by Client or by another service provider. Following Engineer’s receipt of such termination notice Client shall, within ten (10) calendar days of Client’s receipt of Engineer’s final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer’s receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS. Upon Engineer’s completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer’s performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client

understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. SOLE PARTIES AND ENTIRE AGREEMENT. This Agreement shall not create any rights or benefits to anyone except Client and Engineer and contains the entire Agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

IX. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing any work for Client.

X. PROMPT PERFORMANCE BY ENGINEER. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of **Texas** applicable to such engineering services contemplated by this Agreement.

XI. CLIENT OBJECTION TO PERSONNEL. If at any time after entering into this Agreement Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

XIII. JURISDICTION AND VENUE. This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Denton County, Texas**.

XIV. INTEGRATION, MERGER AND SEVERABILITY. This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement

supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. TIMELINESS OF PERFORMANCE. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. DISPUTE RESOLUTION. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two (2) meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) calendar days following the initial meeting. Subsequent meetings, if any, may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XX. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.


XXI. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.
Texas

CLIENT: TOWN OF HICKORY CREEK, TEXAS,

By:  _____
Signature

By: _____
Signature

Kirk M. Wilson, PLA
Printed Name

Printed Name

Team Leader, Director of LA, FTW
Title

Title

11/9/2023
Date

Date

November 9, 2023
P46119

Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065

Attention: Mr. John Smith, Town Administrator

Re: Leisure Center Master Plan

Dear Mr. Smith:

Halff is pleased to present the following proposal and fee schedule to provide planning and design services for the Town of Hickory Creek's Leisure Center Master Plan.

The Master Planning and Design effort will be accomplished as follows:

- Exhibit A, the Scope of Services
- Exhibit B, the Basis of Compensation
- Exhibit C, the Exclusions

The fees quoted in this proposal will be honored for up to 45 days from the date of this proposal. We look forward to working with you on this very important project.

Respectfully,



Kirk M. Wilson, PLA
Director of Landscape Architecture and Planning

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EXHIBIT 'A'
SCOPE OF SERVICES
LEISURE CENTER
MASTER PLAN
Hickory Creek, Texas

PURPOSE

Halff Associates, Inc. (CONSULTANT) shall prepare a Leisure Center Master Plan near Hickory Creek Town Hall (PROJECT) for the Town of Hickory Creek, Texas (CLIENT).

ASSUMPTIONS

This scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. Program Items will need to be approved before completing the Master Plan. The scope is based on preliminary program items that may include:
 - a. Basketball court.
 - b. Pickleball Court
 - c. Indoor facility.
 - d. Small splash pad.
 - e. Small skateboard park.
 - f. Parking lot.
 - g. Site walks.
 - h. Walking track
 - i. Outdoor pavilions.
 - j. Public gardens.
2. CLIENT will provide the CONSULTANT with any GIS utility and other related information.
3. CLIENT will provide the CONSULTANT with any applicable record drawings.
4. Scope only includes master planning. Preparation of construction documents will be included as a future service.
5. Scope only includes a basic understanding of the Leisure Center and placement on the site. Building program, rooms, aesthetics, materials, and other amenities related to a Leisure Building/Facility will be determined in a future phase.

SCOPE – BASIC SERVICES (LUMP SUM)

As follows are the task items associated with the anticipated scope of services:

GENERAL DESCRIPTION: CONSULTANT will prepare a Master Plan to establish options to develop the Leisure Center.

TASK 001 – PROJECT INITIATION AND PREPERATION

A. PROJECT KICKOFF MEETING

CONSULTANT will arrange a kick-off meeting in Hickory Creek with appropriate CLIENT staff. Key Planning and Design Team members from CONSULTANT will attend. This meeting will focus on the following pre-planning and design objectives:

- Introduction. The CLIENT and the CONSULTANT'S primary planning and design team leaders will become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants.
- Review of Key Issues. Key significant issues to be addressed during the work will be reviewed with Town staff and team members.
- Schedule. Review project schedule and establish key milestone dates.
- Information exchange. Discuss documentation needs of the CONSULTANT. This will give the CLIENT an opportunity to provide information or to provide the CONSULTANT team guidance in the securing of information not readily available at the time of the meeting.
- Meeting Notes. CONSULTANT will prepare meeting notes to record items discussed at this meeting and will deliver these notes to the CLIENT.

B. REVIEW OF RELEVANT DOCUMENTS AND STUDIES

CONSULTANT shall review and incorporate as is applicable reports, studies and documents that are relevant to the master planning of the Leisure Center. This will include:

- Available surface and sub-surface utilities
- Zoning and Land Use Map
- Property line information from Denton County Appraisal District

Product: Meeting agenda, initial maps to aid discussion, and meeting notes.

Total number of meetings: one (1) meeting

Items Provided by CLIENT: List of recommended staff, place of meeting, provide data as required to begin the planning process. One (01) of all relevant reports and documents

Deliverables: PDF Digital copy of meeting notes

TASK 002 – BASE MAP

A. SITE BASE

CONSULTANT will prepare a base map for the proposed project area using a Google Earth or Near Map aerial image overlaid with the following layers of information:

- Existing site record drawings.
- GIS information for utilities provided by the CLIENT

CONSULTANT will visit the proposed leisure center location to confirm the information included on the base map is consistent with on-site conditions. The site visit will determine the following:

- Existing trees six (6") inch caliper and larger.
- Existing surface utility and appurtenance as needed.
- Existing drainage and utility information as seen on the surface

Product: Base Map

Total number of meetings: One (01) meeting/site visit

Items Provided by CLIENT: Relevant data identified in Item B above. Access to the site.

Deliverables: Digital PDF copy of the site base

TASK 003 – MASTER PLAN

A. CONCEPTUAL PLANS

CONSULTANT will prepare two (02) options for a Leisure Center. The format of these options will be 22 x 34 black and white plans.

B. ARCHITECTURE PROGRAMING

CONSULTANT will meet with CLIENT to discuss proposed program items for the Leisure Center Building. CONSULTANT will take note of these program items, estimate the size of the building, and develop the opinion of probable cost. CONSULTANT will work with CLIENT to determine the architectural style of the building and provide architectural precedent images. The intent of the task is to set a clear understanding of the buildings purpose and program. Task will not include a floor plan.

C. OPINION OF PROBABLE COST

CONSULTANT will prepare an opinion of probable construction cost for each option.

D. PARK PRESENTATIONS

CONSULTANT will present the park options to CLIENT, Park Board and Town Council for review and comment. Notes will be taken by the CONSULTANT to record items discussed and decisions made during this presentation.

CONSULTANT will prepare a power point presentation of the Final Master Plan, Opinion of Probable Construction Cost, and other pertinent data to provide information on the Master Plans findings and design.

E. FINAL MASTER PLAN

Based on the comments received during the staff presentation the CONSULTANT will revise the plan views and color rendered perspectives for the selected park options. The opinion of probable cost will be updated based on these revisions.

F. SUPPORT GRAPHICS

Accompanying the Final Master Plan will be a color rendered graphics further supporting the design intent and site improvements. The format of these renderings will be 22 x 34. Upon approval of the master plan a final masterplan graphic will be provided along with a bird's-eye perspective that will relay the overall look and spacing of the site and associated park elements.

Product: Two (02) black and white Preliminary Concept Plans. One (01) rendered Final Master Plan with Opinion of Probable Cost. One (01) Colored Perspective of Final Master Plan

Total number of meetings: Two (02) CLIENT Meetings, One (01) Park Board Meeting, and One (01) Town Council Meeting.

Items Provided by CLIENT: Approved Dates, Times, and Place for meetings.

Deliverables: Digital PDF copy of the site base

PROJECT SCHEDULE

CONSULTANT proposes the following project schedule. This schedule is based on previous projects and may accelerate or extend as necessary to accommodate CLIENT review and internal schedules. Start and stop dates will stagger based on completion of task.

Task	Number of Days	Completion Date
Scope & Fee with Notice-to-Proceed		November 2023
Task 1 – Project Initiation and Preparation	30 days	December 2023 - January 2024
Task 2 – Master Plan	60 days	January 2024 – March 2024

CONSULTANT anticipates it will take 90 Days (3 months) to complete these services.

EXHIBIT 'B'
BASIS OF COMPENSATION
LEISURE CENTER
MASTER PLAN
Hickory Creek, Texas

A. MASTER PLAN services described above shall be compensated on a lump sum basis as noted below:

TASK 001 – PROJECT INITATION & PREPARATION	\$ 3,500.00
TASK 002 – BASE MAP	\$ 3,500.00
TASK 003 – MASTER PLAN	\$ 22,000.00
MASTER PLAN TOTAL	\$ 29,000.00

B. DIRECT COST shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards, and similar incidentals. All project related expenses will be billed at cost plus 10%.

TASK 004 – DIRECT COST	\$ 500.00
-------------------------------	------------------

LEISURE CENTER MASTER PLAN GRAND TOTAL \$ 29,500.00

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EXHIBIT 'C'
EXCLUSIONS
LEISURE CENTER
MASTER PLAN
Hickory Creek, Texas

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

1. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
2. Preparation of construction drawings.
3. Preparation of architectural drawings.
4. Traffic engineering reports or studies.
5. Town Council or Public meetings or hearings outside of what has been defined.
6. Additional graphic products not outlined in the defined project scope.
7. Additional meetings not identified in the project scope of services.
8. Payment of permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
9. Printing of additional deliverables beyond those identified in the project scope of services.
10. Additional regulatory agency requirements not identified in the proposed scope of services.
11. Technical reports for the following items are excluded from this scope of services: noise, air quality, community impacts, indirect impacts, and cumulative impact.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-1120-__**

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 DENTON COUNTY CONCERNING TRIP 22 ROADWAY PROJECTS; 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 Denton County concerning TRIP 22 roadway projects, 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 20th day of November, 2023.

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

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE TOWN OF HICKORY CREEK, TEXAS**

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “the County”; and the Town of Hickory Creek, Texas, a duly organized political subdivision of the State of Texas, hereinafter “the Town.” The County and the Town are collectively referred to herein as “the Parties.”

WHEREAS, the County and the Town mutually desire to enter into this Agreement for the purpose of providing engineering for the following five roadway projects: 1). Carlisle Road from South Lake Dallas Drive to Main Street; 2). South Hook Street and Garth Lane from Main Street to Wolters Street; 3). Country Lane from Oak Drive to Woodlake Road; 4). Harbor Lane from Strait Lane to Road D; and 5). Point Vista Road from 210 feet south of Stamford Drive to Point Vista Estates, located entirely in the municipal limits of the Town and Denton County Commissioner Precinct #3, hereinafter “the Project”; and

WHEREAS, the estimated cost of this phase of completion for the Project is NINE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$931,960.00), with the initial County contribution toward satisfactory completion of the Project, based on current available funding, in an amount which shall not exceed NINE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$931,960.00), but upon issuance of additional bond funds and advancement of the Project, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project, and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the Town hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the Town value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the Town upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the Town hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the Town hereby agree that the scope of the Project shall consist of engineering for the following five roadway projects: 1). Carlisle Road from South Lake Dallas Drive to Main Street; 2). South Hook Street and Garth Lane from Main Street to Wolters Street; 3). Country Lane from Oak Drive to Woodlake Road; 4). Harbor Lane from Strait Lane to Road D; and 5). Point Vista Road from 210 feet south of Stamford Drive to Point Vista Estates, at an estimated cost of NINE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$931,960.00), whereby the County agrees to make an initial contribution toward satisfactory completion of the Project, based on current available funding, in an amount which shall not exceed NINE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$931,960.00), but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project. The Project is located entirely within the municipal limits of the Town and Denton County Commissioner Precinct #3.

III.

The County hereby agrees to make an initial contribution toward satisfactory completion of the Project in an amount which shall not exceed NINE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$931,960.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The Town agrees to manage all engineering for the Project. The Town shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed NINE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$931,960.00).

V.

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the Town proceeds with the completion of the Project, the Town shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The Town shall submit invoices on a monthly basis, and the County shall reimburse the Town on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the Town, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the Town.

VIII.

This agreement may be terminated in whole, or in part, by the County or the Town upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Town: Honorable Lynn Clark, Mayor
Town of Hickory Creek, Texas
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

Copy To: Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

For County: Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
andy.eads@dentoncounty.com
holly.sadlowski@dentoncounty.com

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209
john.feldt@dentoncounty.gov
cio@dentoncounty.gov

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Denton County, Texas.

XI.

The Town agrees and understands that the Town, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The Town agrees to accept full responsibility for the acts, negligence and omissions of all Town employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the Town.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2023.

DENTON COUNTY, TEXAS
1 Courthouse Drive, Suite 3100
Denton, Texas 76209

TOWN OF HICKORY CREEK, TEXAS
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority
of the Denton County Commissioners Court

By: _____
Honorable Lynn Clark
Mayor of the Town of Hickory Creek, Texas
Acting by and on behalf of the authority
of the Town of Hickory Creek, Texas

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
Town Secretary

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall consist of engineering for the following five roadway projects: 1). Carlisle Road from South Lake Dallas Drive to Main Street; 2). South Hook Street and Garth Lane from Main Street to Wolters Street; 3). Country Lane from Oak Drive to Woodlake Road; 4). Harbor Lane from Strait Lane to Road D; and 5). Point Vista Road from 210 feet south of Stamford Drive to Point Vista Estates, with an estimated cost of completion of NINE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$931,960.00). The Project shall be located entirely within the municipal limits of the Town of Hickory Creek and Denton County Commissioner Precinct #3.

The County hereby agrees to make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed NINE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$931,960.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the Town of Hickory Creek, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-1120-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND HALFF ASSOCIATES, INC. CONCERNING CONTRACT AMENDMENT NO. 1 TO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DENTON COUNTY BOND STREET WORK; 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 by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. (hereinafter the “Agreement”) concerning an amendment to an agreement for professional engineering services concerning Denton County bond street work, 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 20th day of November, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS)

COUNTY OF DENTON)

**CONTRACT AMENDMENT NO. 1
OF
CONSULTANT'S CONTRACT**

THIS agreement is by and between the Town of Hickory Creek, Texas, a Texas General Law City, and Halff Associates, Inc., hereinafter known as Consultant, a civil engineering firm, with principal offices located in Fort Worth, Texas.

WHEREAS, the City and Consultant have entered into an agreement such that the Consultant is to provide the following services: **Denton County Bond Streets**.

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

WHEREAS, the parties recognize that it is necessary for Consultant to modify the scope of work under the contract, such work which is set out in the attached Exhibit "A," which is attached hereto and incorporated herein as if set out in full herein; and

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

1. Consultant, in addition to the work to be performed in the Contract dated March 30, 2023, shall perform the task(s) described in the attached Exhibit "A," basically described as Additional Services.
2. The amount to be paid to Consultant under such contract shall be increased by the sum of \$243,660.00, to reflect the work described in Exhibit "A."
3. This shall constitute an Authorization for a Scope of Work modification and fee increase as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the _____ day of _____, 2023.

TOWN OF HICKORY CREEK, TEXAS

By: _____

Printed Name: _____

Title: _____

ATTEST:

TOWN SECRETARY

HALFF ASSOCIATES, INC., CONSULTANT

By: _____

Printed Name: Jacob T. Hays, P.E.

Title: Public Works Team Leader

Exhibit “A”

ADDITIONAL SERVICES

Denton County Bond Streets

The additional work is as follows:

Scope of services to provide additional survey, geotechnical investigation, SUE Level B-D, railway coordination and design work for the reconstruction and widening of Carlisle Drive, from South Lake Dallas Drive to Main Street (2,250 LF). Professional services provided for this additional work shall be per Exhibit “A” Scope of Services in the original agreement with the following amendments listed below:

The following additional assumptions shall apply:

- A. Carlisle Drive design plans are to be incorporated with the Phase I streets plan set.
- B. Carlisle Drive crossing at the DCTA Railway will maintain existing road width. Road will be widened once beyond Railway Right-of-Way boundary.
- C. Services for a third construction phase, including Specifications, Estimates, Bidding and Construction Administration services if needed for Carlisle Drive are not included in this request for additional services. If it is determined during design that a third phase will be necessary, it will be provided for an additional fee.
- D. Town of Hickory Creek Standards and Details shall be utilized for Carlisle Drive.
- E. There are no anticipated plan reviews or approvals from the City of Lake Dallas at this time.
- F. No additional Right-of-Way and/or Easement Documents are to be included as part of the Carlisle Drive improvements. If it is determined during design that additional Right-of-Way or Easement Documents are required beyond what the number of documents called for in the original agreement, they will be provided for an additional fee.

The following additional scope shall apply:

Public Meetings: The Professional shall attend one (1) additional public meeting, as needed, for public involvement on Carlisle Drive, during the preliminary design Phase. The Professional shall be responsible for preparing project exhibits for presentation at this meeting.

DCTA Railway Coordination for Carlisle Drive:

1. DART Use of Property - During the pre-design period and on behalf of the Town, the Professional shall prepare and submit application and fees for Right of Entry for surveying, SUE, and Geotechnical field work to take on place within DART Right of Way and Railway

Corridor. During the design and pre-construction period and on behalf of the Town, the Professional shall prepare and submit application and fees for Use of Property and Construction License Agreement for construction activities to take place within DART Right of Way and Railway Corridor.

2. Railway Worker Protection Course and DCTA Flaggers:
 - a. For field work Right of Entry, the Professional shall coordinate and schedule 8-hour Railway Worker Protection Course, as required by the DCTA, for field crews associated with survey and SUE field work. Course fees are included in this proposal.
 - b. The Professional shall coordinate and schedule DCTA flagman, as required by the DCTA, for all pre-design field work. Flagman fees are included in this proposal.
 - c. Coordination and costs of DCTA flagging for construction activities shall be the responsibility of the Contractor.
3. Coordination and Meetings – The Professional shall prepare construction plans permit sets to be submitted to DCTA and DART for review and approval to allow road improvements at the Carlisle Drive railroad crossing. The Professional shall address all plan comments provided by DCTA and DART and attend meetings with either entity as needed.

Plans suitable for construction will be provided under this amendment.

Schedule Summary:

- A. Completion of design surveys, SUE Level “B-D” and geotechnical investigation for Carlisle Drive: 60 calendar days from date of written authorization to begin additional services work.
- B. Completion/furnishing 30% preliminary plans and construction estimate for Carlisle Drive: 90 calendar days from date of written authorization to begin additional services work.
- C. Completion/furnishing 90% pre-final plans, specifications, bid quantities, and construction cost estimate For Phase I Streets with Carlisle Drive: Amended to 180 calendar days from the date of receipt of Phase I 30% Town Comments and pending Town review of Carlisle Drive 30% preliminary plans and DART/DCTA plan review, approvals and granting use of property within Carlisle Drive limits.*
- D. Completion/furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: Remains 60 calendar days from the date of receipt of Phase I 90% Town Comments and pending DART/DCTA plan review, granting use of property and approval.*

*Denotes task dependent upon action of DART/DCTA Railways

Fee Summary:

1. Additional Design Surveys (Topographic and Boundary)	\$36,300.00
2. Subsurface Utilities Engineering (SUE) Services – Level B-D	\$19,000.00
3. Geotechnical Investigation (CMJ)	\$7,800.00
4. DCTA Railway Coordination for Carlisle Drive	\$33,260.00

5. Public Meeting (1)	\$6,800.00
6. Site Visits (2)	\$2,600.00
7. <u>Carlisle Drive – S. Lake Dallas Drive to Main Street (Design and Plans)</u>	<u>\$137,900.00</u>
Total Additional Work:	\$243,660.00

Items 1 thru 3 and 6 thru 7 will be billed to Denton County Bond Streets as a lump sum not to exceed \$203,600.00. Items 4 thru 5 will be billed to Denton County Bond Streets as hourly fee based upon the amount of time and effort actually needed not to exceed \$40,060.00. The total fee for Denton County Bond Streets will increase from \$1,117,000.00 to \$1,360,660.00.

**Town of Hickory Creek
Denton County Bond Streets - Carlisle Drive
Half Associates AVO P53269.001**

9/1/2023

Task	Team Leader	Project Manager	QA/QC	EIT	Senior Surveyor, RPLS	2-Man Survey Crew	1-Man Survey Crew	Survey Technician	2-Man Designating Crew	SUE Field Manager	SUE Manager	Utility Coordinator	CADD	Clerical	Total Hours	(1)	(2)	Subtotal	Total
																Total	Fees, Materials & Supplies		
Special Services																			
Design Surveys Carlisle Drive				0.5	24.0	104.0		90.0					2.0		220.5	\$36,322.50		\$36,322.50	\$36,300.00
Geotechnical Investigaton (CMJ) Carlisle Drive		0.5													0.5	\$7,085.00	\$708.50	\$7,793.50	\$7,800.00
Subsurface Utilities Engineering (Level B-D) Carlisle Drive		8.0	2.0			24.0		4.0	40.0	12.0	12.0	4.0	20.0		126.0	\$19,000.00		\$19,000.00	\$19,000.00
DCTA Railway Coordination for Carlisle Drive Address DART Plan Comments	2.00	4.00		24.0											30.0	\$4,180.00		\$4,180.00	\$4,180.00
Address DCTA Plan Comments	2.00	4.00		24.0											30.0	\$4,180.00		\$4,180.00	\$4,180.00
DART/DCTA Coordination/Meetings	8.00	24.00													32.0	\$6,080.00		\$6,080.00	\$6,080.00
DART ROW Construction License Agreement Application Fee (Design/Construction Phase)	1.00	4.00		16.0											21.0	\$2,930.00	\$2,500.00	\$5,430.00	\$5,430.00
DART ROW Right of Entry Application Fee (Pre-Design/Field Work)	1.00	4.00		16.0											21.0	\$2,930.00	\$2,500.00	\$5,430.00	\$5,430.00
DCTA Flagman (Pre-Design/Field Work) (4 days @ \$750)																	\$4,000.00	\$4,000.00	\$4,000.00
Railway Worker Protection Course				8.0		8.0			8.0						24.0	\$2,960.00	\$1,000.00	\$3,960.00	\$3,960.00
SUBTOTAL - Special Services	14.0	48.5	2.0	88.5	24.0	136.0		94.0	48.0	12.0	12.0	4.0	22.0		505.0	\$85,667.50	\$10,708.50	\$96,376.00	\$96,360.00
Basic Fee Services																			
Construction Plans (Approx. # of Sheets) Phase I: Carlisle Drive																			
Cover Sheet (1)	0.25	0.50		0.5									1.0		2.3	\$341.00		\$341.00	\$300.00
Sheet Index and Legend (1)	0.25	0.50		2.0									1.0		3.8	\$547.25		\$547.25	\$500.00
General Notes (2)	2.00	2.00		1.0									1.0		6.0	\$1,171.50		\$1,171.50	\$1,200.00
Typical Paving Sections (2)	0.50	4.00		8.0									2.0		14.5	\$2,205.50		\$2,205.50	\$2,200.00
Project Layout Sheets (1)	0.25	4.00		8.0									2.0		14.3	\$2,136.75		\$2,136.75	\$2,100.00
Demolition Plans (3)	1.00	8.00		20.0									3.0		32.0	\$4,851.00		\$4,851.00	\$4,900.00
Paving Plan and Profile Sheets (5)	4.00	48.00		90.0									10.0		152.0	\$23,551.00		\$23,551.00	\$23,600.00
Driveway/Sidestreet Profiles (6)	2.00	20.00		48.0									6.0		76.0	\$11,550.00		\$11,550.00	\$11,600.00
Grading Plans (3)	4.00	26.00		54.0									4.0		88.0	\$13,827.00		\$13,827.00	\$13,800.00
Drainage Area Maps (1)	0.50	4.00		16.0									2.0		22.5	\$3,305.50		\$3,305.50	\$3,300.00
Hydraulic Grade Line and Inlet Calculations (2)	0.50	4.00		12.0									2.0		18.5	\$2,755.50		\$2,755.50	\$2,800.00
Drainage Plan and Profile Sheets (6)	6.00	24.00		60.0									12.0		102.0	\$15,708.00		\$15,708.00	\$15,700.00
Ditch Plan and Profile Sheets (8)	4.00	32.00		80.0									16.0		132.0	\$19,844.00		\$19,844.00	\$19,800.00
Erosion Control Plans (3)	1.00	8.00		24.0									3.0		36.0	\$5,401.00		\$5,401.00	\$5,400.00
Traffic Control and Sequencing Plans (3)	1.00	16.00		30.0									4.0		51.0	\$7,832.00		\$7,832.00	\$7,800.00
Pavement Markings and Signage Plans (3)	1.00	12.00		24.0									3.0		40.0	\$6,149.00		\$6,149.00	\$6,100.00
Town of Hickory Creek Pavement Standard Details (7)	0.25	1.00		2.0									2.0		5.3	\$750.75		\$750.75	\$800.00
Miscellaneous Pavement Details (1)	0.25	0.50		1.0									1.0		2.8	\$409.75		\$409.75	\$400.00
Town of Hickory Creek Storm Drain Standard Details (4)	0.25	0.50		1.0									1.0		2.8	\$409.75		\$409.75	\$400.00
Town of Hickory Creek Erosion Control Details (2)	0.25	0.50		1.0									1.0		2.8	\$409.75		\$409.75	\$400.00
Town of Hickory Creek Pavement Markings and Signage Details (6)	0.25	1.00		2.0									2.0		5.3	\$750.75		\$750.75	\$800.00
TxDOT Details (9)	0.25	1.00		2.0									2.0		5.3	\$750.75		\$750.75	\$800.00
Roadway Cross Sections (7)	2.00	24.00		48.0									14.0		88.0	\$13,178.00		\$13,178.00	\$13,200.00
Public Meeting (1)	10.00	10.00		16.0											36.0	\$6,820.00		\$6,820.00	\$6,800.00
Site Visits (2)		8.00		8.0											16.0	\$2,596.00		\$2,596.00	\$2,600.00
SUBTOTAL - Basic Fee Services	41.8	259.5		558.5									95.0		954.8	\$147,251.50		\$147,251.50	\$147,300.00
TOTAL PROJECT	55.8	308.0	2.0	647.0	24.0	136.0		94.0	48.0	12.0	12.0	4.0	117.0		1459.8	\$232,919.00	\$10,708.50	\$243,627.50	\$243,660.00

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-1120-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND HALFF ASSOCIATES, INC. CONCERNING CONTRACT AMENDMENT NO. 2 TO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DENTON COUNTY BOND STREET WORK; 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 by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. (hereinafter the “Agreement”) concerning an amendment to an agreement for professional engineering services concerning Denton County bond street work, 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 20th day of November, 2023.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS)

COUNTY OF DENTON)

**CONTRACT AMENDMENT NO. 2
OF
CONSULTANT’S CONTRACT**

THIS agreement is by and between the Town of Hickory Creek, Texas, a Texas General Law City, and Halff Associates, Inc., hereinafter known as Consultant, a civil engineering firm, with principal offices located in Fort Worth, Texas.

WHEREAS, the City and Consultant have entered into an agreement such that the Consultant is to provide the following services: **Denton County Bond Streets**.

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

WHEREAS, the parties recognize that it is necessary for Consultant to modify the scope of work under the contract, such work which is set out in the attached Exhibit “A,” which is attached hereto and incorporated herein as if set out in full herein; and

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

1. Consultant, in addition to the work to be performed in the Contract dated March 30, 2023, shall perform the task(s) described in the attached Exhibit “A,” basically described as Additional Services.
2. The amount to be paid to Consultant under such contract shall be increased by the sum of \$21,600.00, to reflect the work described in Exhibit “A.”
3. This shall constitute an Authorization for a Scope of Work modification and fee increase as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the _____ day of _____, 2023.

TOWN OF HICKORY CREEK, TEXAS

By: _____

Printed Name: _____

Title: _____

ATTEST:

TOWN SECRETARY

HALFF ASSOCIATES, INC., CONSULTANT

By: _____

Printed Name: Jacob T. Hays, P.E.

Title: Public Works Team Leader

Exhibit “A”

ADDITIONAL SERVICES

Denton County Bond Streets

The additional work is as follows:

Scope of services to provide additional survey and design work for the sidewalk extension and connection along Harbor Lane, from Strait Lane to Omaha Avenue (725 LF), including additional sidewalk alignment and grading plans, removal plans, and sidewalk typical sections, as well as erosion control, pavement markings and signage, and traffic control. Professional services provided for this additional work shall be per Exhibit “A” Scope of Services in the original agreement.

Plans suitable for construction will be provided under this amendment.

Fee Summary:

1. Additional Design Surveys (Topographic and Boundary)	\$7,600.00
2. <u>Harbor Lane Sidewalk – Strait Lane to Omaha Avenue (Design and Plans)</u>	<u>\$14,000.00</u>
Total Additional Work:	\$21,600.00

All work will be billed to Denton County Bond Streets as a lump sum not to exceed \$21,600.00. The total fee for Denton County Bond Streets will increase from \$1,360,660.00 to \$1,382,260.00.

Town of Hickory Creek
Denton County Bond Streets - Harbor Lane Sidewalk
Extension - Strait Lane to Omaha Avenue (725 LF)
Half Associates AVO P53269.001

9/18/2023

Task	Team Leader	Project Manager	QA/QC	EIT	Senior Surveyor, RPLS	2-Man Survey Crew	1-Man Survey Crew	Survey Technician	2-Man Designating Crew	SUE Field Manager	SUE Manager	Utility Coordinator	CADD	Clerical	Total Hours	(1)	(2)	Subtotal	Total
																Total	Fees, Materials & Supplies		
Special Services																			
Design Surveys Harbor Lane Sidewalk Extension				1.0	4.0	24.0		16.0					1.0		46.0	\$7,565.00		\$7,565.00	\$7,600.00
SUBTOTAL - Special Services				1.0	4.0	24.0		16.0					1.0		46.0	\$7,565.00		\$7,565.00	\$7,600.00
Basic Fee Services																			
Construction Plans (Approx. # of Sheets) Phase I: Harbor Lane Sidewalk Extension																			
Typical Sidewalk Sections (1)	0.25	2.00		4.0									1.0		7.3	\$1,102.75		\$1,102.75	\$1,100.00
Demolition Plans (1)	0.25	2.00		8.0									3.0		13.3	\$1,872.75		\$1,872.75	\$1,900.00
Sidewalk Paving Plan and Profile Sheets (2)	1.00	4.00		16.0									8.0		29.0	\$4,103.00		\$4,103.00	\$4,100.00
Grading Plans (1)	1.00	2.00		12.0									4.0		19.0	\$2,739.00		\$2,739.00	\$2,700.00
Erosion Control Plans (1)	0.25	2.00		8.0									3.0		13.3	\$1,872.75		\$1,872.75	\$1,900.00
Traffic Control and Sequencing Plans (1)	0.25	1.00		4.0									4.0		9.3	\$1,245.75		\$1,245.75	\$1,200.00
Pavement Markings and Signage Plans (1)	0.25	1.00		4.0									3.0		8.3	\$1,135.75		\$1,135.75	\$1,100.00
SUBTOTAL - Basic Fee Services	3.3	14.0		56.0									26.0		99.3	\$14,071.75		\$14,071.75	\$14,000.00
TOTAL PROJECT	3.3	14.0		57.0	4.0	24.0		16.0					27.0		145.3	\$21,636.75		\$21,636.75	\$21,600.00

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-1120-__**

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 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with applicable provisions of the Texas Tax Code and the by-laws of the Denton Central Appraisal District (DCAD), the Town of Hickory Creek has a total of 4 votes to cast among one or more nominees to the DCAD Board of Directors; and

WHEREAS, the candidates nominated for terms commencing January 1, 2024 and ending December 31, 2024, are: Roy Atwood, Alex Buck, Vicki Byrd, Jared Eutsler, David Johnson, Alicia McKinley, Ann Pomykal, Charles Stafford and David Terre; and

WHEREAS, the Town Council of the Town of Hickory Creek wishes to cast the Town's votes.

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

Section 1: The Council desires to cast its 4 votes for appointment to the Board of Directors of the Denton Central Appraisal District as follows:

Candidate	Number of Votes
Roy Atwood	
Alex Buck	
Vicki Byrd	
Jared Eutsler	
David Johnson	
Alicia McKinley	
Ann Pomykal	
Charles Stafford	
David Terre	

Section 2: The Town Secretary is directed to send a copy of this Resolution to the Chief Appraiser of the Denton Central Appraisal District.

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 20th day of November, 2023.

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

ATTEST:



Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

 (940) 349-3800
 www.dentoncad.com

TO: All Taxing Jurisdictions
FROM: Don Spencer, Chief Appraiser
DATE: October 28, 2023
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. 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 the Denton CAD Board of Directors.

The candidates nominated by the taxing jurisdictions are:

<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1. Roy Atwood	Lewisville ISD, City of Carrollton
2. Alex Buck	City of Denton, Lewisville ISD, City of Highland Village, Denton County, City of Lewisville
3. Vicki Byrd	City of Denton
4. Jared Eutsler	City of Corinth
5. David Johnson	Denton County
6. Alicia McKinley	Lake Dallas ISD
7. Ann Pomykal	City of Denton, Lewisville ISD, City of Lewisville, Denton County
8. Charles Stafford	Denton ISD
9. David Terre	City of Frisco, City of The Colony

Accompanying this document, you will find Bio Sheets and additional information provided by the nominees. Please take the time to familiarize yourself with the nominees and their qualifications before casting your vote.

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.

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

Alex Buck

Name

Highland Village. Texas. 75077

Address/City/Zip

214-908-5940

alexmaryb@me.com

Cell Phone

E-mail

1. Are you a resident of Denton County? **Yes/No**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
 - a. If yes, which taxing unit? _____
 - b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
 - a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
 - a. If yes, what years have you served? 2021-2023

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
 - a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

With the help of our member entities, last year a significant leadership change was undertaken. The new team has already accomplished much in a short period of time such as delivering a certified roll on time, adding staff and restructuring the organization chart. Going forward DCAD will continue to integrate, train and retain employees, plan for facilities and adjust to Board Members that are publicly elected. If selected, my role will be to monitor the current direction while providing stability in an uncertain environment.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

As a 45 year resident of Denton County dedicated to service I am humbled to even be considered for this post. My goal is to continue to be responsive to all of our member entites needs and concerns. I have observed many of your meetings both online and in person to familiarize myself with your varied interests and points of view. I plan to continue that practice if selected for a second term.

(See attached resume)

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

ALEXANDER LARKIN BUCK

PROFESSIONAL EXPERIENCE:

Quivira Enterprises, LLC. March 1993 to present.

Responsible for building, marketing and acquisition of 300,000 square feet of commercial space in Lewisville and Flower Mound, Texas targeting startup businesses. Owner & CEO.

EDUCATION

Southern Methodist University, 1983

Bachelor of Business Administration, Concentration in Finance

PERSONAL

DCAD Board of Directors, 2021-2023

Medical Center of Lewisville Board of Trustees, Chairman- 2011-2017

Rotary Club:1993 to present.

Board Member 16 years. President -2012

Lewisville Education Foundation: 1995 to present

Past President and Life time Board Member

Scholarship Reader and School Chairman 1999-present

Marcus High School Liaison, 1998-2015

Endowed Buck Family Scholarship

Endowed Eiler & Adlaine Buck Scholarship

Endowed Evelyn Buck Elementary Teacher of the Year Award

Endowed Rowena McReynolds Teacher Grant

Texas Parent Teacher Student Association (PTSA) Life Member

Lewisville Independent School District

Bond Election Treasurer 2005, 2008, 2017 and 2023

Bond Oversight Committee 2011 to 2013

School Finance Advisory Member 2018-2019

Golden Apple Award, 2008.

Champion for Kids Award, 2013

Donated and built 3 Playground shelters for elementary and middle schools

Marcus Volleyball Booster Club President

InCubator Ed Mentor 2018-2020

Marcus Mentorship Program 2006-2008

Lewisville Economic Development Foundation, 2004 to 2008 President -

2008Dallas Home Builders Board Member, 1997 to 2002

Denton Home Builders Board Member, 1994 to 2005

President- 1998.

Member of Highland Village Master Plan Committee, 1998

Boy Scouts of America Silver Eagle Award, 2009

Lewisville Chamber of Commerce Citizen of the Year-2011

Lewisville High School Hall of Fame, 2021

Father of the three most beautiful children in the world

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

Alicia M. McKinley
Name

Lake Dallas, TX 75065
Address/City/Zip

972-215-9028 aliciamckinleymed@gmail.com
Cell Phone E-mail

1. Are you a resident of Denton County? Yes No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes No

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes No
 - a. If yes, which taxing unit? _____
 - b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? Yes No
 - a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes No
 - a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes No
 - a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes No

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes No

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

The reason I want to serve on the CAD Board of Directors is to continue the work

of representing the public's best interest related to appearing before the board,

ensuring all groups of people are able to participate and have access to the board.

I want to ensure the general public is aware of the policies and how the board can

serve them.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I am a member of the Lake Dallas ISD School Board. I am an active member of

community and have the time and commitment to ensure I am present at meetings

and represent the best interest of the public according to the policy.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

ANN POMYKAL
Name _____

Corinth, TX 76210

Address/City/Zip

Cell Phone 214-364-0039

E-mail annomykal@apt.com

1. Are you a resident of Denton County? Yes/No
a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
a. If yes, which taxing unit? _____
b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? Yes/No
a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I will bring to the Denton CAD Board of Directors the following:

- 1. Completed one term on Denton CAD Board.*
- 2. Strong Business Experience: 27 years at TX Instruments in key leadership roles, last 7 years as Executive Director TI Foundation*
- 3. Proven track record of board leadership across the metroplex. Serving now on the Executive Board of United Way of Denton County.*
- 4. Strong ties to Denton County - grew up in Denton, raised children in Lewisville & grandchildren in Highland Village.*
- 5. Strong commitment to learning.*

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I commit myself 100% to any project I take on.

My past commitments to education, health & human services & having served in public office including Mayor gave me a broad view of using data & other resources to make decisions.

Being Director of Corporate Citizenship at T.I. & the T.I. foundation has given me a strong financial & business base for this opportunity.

My highest priority is my family & being outdoors.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

Charles Stafford _____
Name

Denton, TX 76209 _____
Address/City/Zip

940-595-7253 _____ charlesramseystafford@yahoo.com____
Cell Phone E-mail

1. Are you a resident of Denton County? **Yes/No**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
 - a. If yes, which taxing unit? _____
 - b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
 - a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
 - a. If yes, what years have you served? __since 2003 _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
 - a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

___ Service on the Denton CAD Board of Directors is an exercise in public service. I believe in a government administered by citizen volunteers. The opportunity to serve is a founding principle of our democracy. I have the time, experience and skills to serve on this board and would deeply appreciate the opportunity to serve another term.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

___ The district is very high-performing compared to other, similar districts in North Texas. We are entering into a prolonged period of unprecedented growth. We have the people and the systems in place to manage that growth, and to give excellent service to our taxpayers.

Return to:
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3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Bio for David A. Johnson

Mr. Johnson is originally from the Midwest and is a 28-year resident of Flower Mound. He has a 35-year career in finance and banking, is married, and has two adult children.

Mr. Johnson has been involved in Flower Mound and Denton County for more than 25 years in several capacities, including community and charity-based activities.



- Habitat for Humanity of Denton County – 5 years, Past Board President
- Flower Mound Planning & Zoning Commissioner – 10 years and past Chairman
- United Way of Denton County Project Blue Print Graduate – 2019
- Active Rotarian for 15+ years
- Wellington HOA Board of Directors – 6 years and several Officer Positions
- Cross Timbers YMCA Board – 10 years, Board Chairman for 3 years
- Flower Mound Summit Club Member – 10 years
- LISD Facilities Advisory Committee 2016-2017
- Flower Mound Chamber of Commerce Leadership Graduate
- Grapevine Chamber Young Entrepreneurs Mentor
- Active in several area Chambers of Commerce

Mr. Johnson – “I enjoy giving back to my community with my time, philanthropy, and ideas. I believe it is important to give back, change lives, and leave a legacy. My non-profit work helps me meet new people, learn about different facets of our society, and share my business acumen. My volunteer work in local government allows me to give back, have input, be informed and be part of the process.”

David Terre

Teal Cove
The Colony, Texas 75056
972-740-4526
terre.david@yahoo.com

OBJECTIVE

If elected to a sixth term, I will continue to work hard, be organized, use common sense, and always apply the golden rule. This approach has enabled me to make significant contributions during my previous five terms.

EDUCATION

Drake University/ Moberly Community College
BS-Business Administration and a Minor in economics

EMPLOYMENT HISTORY

Vice President of Sales | Wilson Sporting Goods
Retired



46 Year Career

Successfully retired after a wonderful 46 year career where I rose through the ranks to become Vice President of Sales responsible for all domestic sales.

- Directed European Sales Operations while living in Germany
- Experience in Marketing
- Achieved successful coordination of new product introductions
- Managed West Coast Distribution Operations

LEADERSHIP

The Colony City Council

2011-Present

- 2011 - Received the honor of being elected Mayor Pro Tem during my first term on City Council and most recently was again re-elected Mayor Pro-Tem in 2020
- 2012 - Appointed to the Local Development Corporation Board of Directors to oversee new Grandscape (Nebraska Furniture Mart) Development
- 2013 - First Council Member from The Colony, Texas to be elected and serve on the Denton County Tax Appraisal District Board of Directors
- 2021 - Re-elected to a fourth term on City Council receiving 86% of total votes

The Colony Planning & Zoning Commission

2008-2011

- Served as Vice Chair

HONORS

- 1982 – Drake University Basketball Hall of Fame
- 1994 – Moberly Community College Basketball Hall of Fame
- 1995-2003 – Three-time Senior Olympics Gold Medal Winner for USA Basketball Team
- 1999 – Wilson Wall of Fame Honor
- 2007- Moberly Community College Outstanding Alumni of the year
- 2013 –Washington High School Hall of Fame
- 2018 –Roaring Lambs Hall of Fame

DCAD ACCOMPLISHMENTS

I have worked with my fellow Board Members to achieve the following meaningful results:

- Ensure a Quorum is established by being present at each meeting.
 - Make informed decisions doing the necessary preparation prior to each meeting
 - Assisted in developing an Annual Operating Budget to ensure spending stays within budgeted funds while always looking for opportunities to reduce expenses
 - Participate in the development and evaluation of the Chief Appraisal Officer each year
 - Completed cross training of all individuals and teams
 - Initiated an Incentive Program for Innovated Efficiency
 - Committed to making DCAD a leading star in the industry
-

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

Jared Eutsler
Name

Corinth, Texas 76210 Address/City/
Zip

407-951-2448 Cell Phone jared.eutsler@unt.edu E-mail

1. Are you a resident of Denton County? Yes No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes No

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes No
 - a. If yes, which taxing unit? _____
 - b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? Yes No
 - a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes No
 - a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes No
 - a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes No

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes No

8. Are you directly related to any employee of the Denton CAD? Yes/No No
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

Denton County has been an incredible home for my family for the last eight years and I would love to give back through my talents and expertise. I am a tenured Professor at UNT specializing in accounting (specifically, audit and fraud), which highlights my commitment to transparency and fairness. Through my active role in the city of Corinth's audit and finance committee and as a community ambassador, I've come to understand the crucial role of property tax revenue in our cities in serving communities. However, I'm equally aware that property taxes are a substantial household expense for property owners. With this perspective, I am driven to ensure equitable and transparent property appraisals that both support the needs of Denton County (including all its communities) and continues our county's reputation for being a great place to live.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I am a CPA (AZ), CFE, CMA, and CFM, which demonstrates my dedication to mastering the complexities of finance and auditing. My experiences span from working on the external audits of Fortune 50 companies to working in a regulatory capacity at the PCAOB in Washington DC (the principal regulator of audits for publicly traded companies). Beyond my auditing expertise, I hold a Texas real estate license and have previously served as a real estate broker in Arizona. This background provides me with a nuanced understanding of property market dynamics, further enriching my perspective on property taxation. These varied experiences, coupled with my commitment to the community, make me a uniquely qualified candidate, dedicated to the continued growth and prosperity of Denton County.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

Roy T. Atwood

 Name

Carrollton, Texas 75007

 Address/City/Zip

214-616-0528

 Cell Phone

royatwood@atwoodgamos.com

 E-mail

1. Are you a resident of Denton County? **Yes**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **No**
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? **No**
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes**
 - a. If yes, what years have you served? 2018 - present
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **No**
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **No**

8. Are you directly related to any employee of the Denton CAD? **No**
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I have resided in Carrollton since 1991 and served on various Boards and Commissions in Carrollton over a period of twenty years. For the last 6 years, I have been privileged to serve on the DCAD Board of Directors, including as Chair of the Board the last two years. I appreciate having the opportunity to serve the citizens of Denton County and do so, not with an agenda, but with a desire to see that the interests of the citizens and the taxing entities are well served by the Appraisal District. We have made significant progress in the last two years and I would appreciate the opportunity to continue serving to keep the momentum going.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have been a licensed attorney in Texas since 1988. I have found my legal background is beneficial to the DCAD Board, primarily in evaluating risks and in knowing the questions to ask. I also serve on the Board of Directors of My Possibilities and MP Residential, both of which are focused on providing opportunities for those with disabilities to live inclusive and fulfilling lives. Community service is very important to me.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2024 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 26, 2023.**

Vicki Byrd
Name

2512 Timber Trail Denton TX 76209
Address/City/Zip

(940) 208-6346
Cell Phone

Vicki.Byrd@cityofdenton.com
E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? Denton ISD
 - b. When? 2010 - 2018

3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No No
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I am interested in serving on the Denton Central Appraisal District Board of Directors because the functions of the Board, appeals to my sense of fairness. Fairness plays a central role in appraisal of property for ad valorem taxation of this evergrowing and diverse housing population. Fairness to the Chief Appraiser to budget setting & contracting is important to me.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I am a forty year resident of Denton County. I live in a home that is considered my forever home. My background in Law Enforcement, Occupational Health, Environmental Safety and Education extends the opportunity for me to care for others at a high level of Public Service. These opportunities have lead me to several Bd positions including the Denton City Council (2 term)

Return to:

Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208

misty.baptiste@dentoncad.com



AGENDA INFORMATION SHEET

MEETING DATE: November 20, 2023

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

SUMMARY: Places 1 and 7 will be appointed for a two-year term expiring June 2025.



AGENDA INFORMATION SHEET

MEETING DATE: November 20, 2023

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

SUMMARY: Places 1, 3, 5 and 7 will be appointed for a two-year term expiring December 2025