



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, JANUARY 27, 2025, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Presentation of Awards

1. Landon Fehrenbacher
2. Michael Pierce

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

- [3.](#) December 2024 Council Meeting Minutes
- [4.](#) December 2024 Financial Statements
- [5.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas ordering an election to be held on May 3, 2025, for the purpose of electing Town Council Members to Place 1, Place 3 and Place 5.
- [6.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an interlocal cooperation agreement with the Dallas County Criminal District Attorney's Office for seizure of forfeited contraband.
- [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 for professional services concerning the 2025 MS4 Annual Report by between the Town of Hickory Creek and Halff Associates, Inc.
- [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 by and between the Town of Hickory Creek, Texas and the Texas Department of Transportation concerning landscape maintenance.
- [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 Superior Automotive Group for emergency purchase of a police vehicle.
- [10.](#) Consider and act on an appointment to the Code of Ethics Board.

Regular Agenda

- [11.](#) Interview and consider and act on an appointment to the Arts and Culture Board.
- [12.](#) Consider and act on a final plat for the Lennon II Addition, Lot 9, Block A, being 1.798 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3280 block of FM 2181.
- [13.](#) Consider and act on a site and landscape plan for the Lennon II Addition, Lot 9, Block A, being 1.798 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3280 block of FM 2181.
- [14.](#) Presentation of the 2023-2024 Fiscal Year Audit from Carl Deaton of Hankins, Eastup, Deaton, Tonn, Seay & Scarborough.
- [15.](#) Discussion regarding the Hickory Creek Leisure Center and proposal for the pre-design and schematic design phases prepared by Halff Engineering.
- [16.](#) Consider and act on approval of the Hickory Creek Police Department Annual Racial Profiling Report for 2024.

17. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek, Texas and Denton County MHMR Center concerning certain grant implementation services.
18. Receive an update from Chief Dunn concerning police department activity since the September 2024 council meeting and discuss same.
19. Discussion regarding yearly appreciation dinner for volunteers and staff.

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.

20. Litigation regarding Denton CAD Property ID# 62326.
21. Litigation regarding Sycamore Bend Road construction failure.
22. Property tax litigation brought by Oncor Electric Delivery Company NTU, LLC.

Section 551.074

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

23. Administration
24. Municipal Court
25. Police Department
26. Public Works
27. Town Manager

Reconvene into Open Session

28. 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 January 22, 2025 at 4:15 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
MONDAY, DECEMBER 16, 2024**

MINUTES

Call to Order

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

Roll Call

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Nick Wohnr

Councilmember Chris Gordon

Councilmember Ian Theodore

The following member was absent:

Councilmember Randy Gibbons

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Bob Theriault, Patrol Officer

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 Gordon gave the invocation.

Items of Community Interest

Thanks to town staff for planning and executing the annual tree lighting event, held December 6, 2024.

Mayor Clark and a team of volunteers rang the bell for the Salvation Army Mayors Red Kettle Challenge on Saturday, December 14, 2024.

Public Comment

There were no speakers for public comment.

Consent Agenda

1. November 2024 Council Meeting Minutes

2. November 2024 Financial Statements

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

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

Regular Agenda

3. Reconvene a public hearing continued from November 25, 2024, regarding a request from Kimley-Horn and Associates on behalf of Wal-Mart Real Estate Business Trust for a Special Use Permit for the operation of drones for grocery delivery in the required parking lot and consider and act on the same. The property is located at 1035 Hickory Creek Boulevard and is legally described as Wal-Mart Addition (Lake Dallas ISD), Block A, Lot 1R, Town of Hickory Creek, Denton County, Texas.

Mayor Clark called the public hearing to order at 6:04 p.m.

With no one wishing to speak, Mayor Clark closed the public hearing at 6:05 p.m.

John Smith, Town Manager, and Josh Bucci, Wing Aviation Site Launch Manager, answered questions from the Town Council.

Motion made by Mayor Pro Tem Kenney approve a one year special use permit for the operation of drones for grocery delivery in the required parking lot; the property is located at 1035 Hickory Creek Boulevard and is legally described as Wal-Mart Addition (Lake Dallas ISD), Block A, Lot 1R, Town of Hickory Creek, Denton County, Texas, Seconded by Councilmember Theodore.

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

4. Conduct a public hearing regarding the voluntary annexation of a 5.191 acre tract or tracts of land situated in the O.M. French Survey, Abstract No. 422, Denton County, Texas, pursuant to a development agreement recorded at 2021-88829 and consider and act on an ordinance adopting the same.

John Smith, Town Manager, provided an overview of the annexation request.

Mayor Clark called the public hearing to order at 6:13 p.m.

With no one wishing to speak, Mayor Clark closed the public hearing at 6:13 p.m.

Motion made by Councilmember Gordon to approve an ordinance regarding the voluntary annexation of a 5.191 acre tract or tracts of land situated in the O.M. French Survey, Abstract No. 422, Denton County, Texas, pursuant to a development agreement recorded at 2021-88829, Seconded by Councilmember Wohr.

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

5. Discussion regarding Sidewalk Phase 5 Extensions.

Discussion was held regarding Sidewalk Phase 5 Extensions.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 6:30 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.

6. Discussion regarding Denton CAD Property ID# 62326.

Reconvene into Open Session

The Town Council reconvened into open session at 7:27 p.m.

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

Motion made by Councilmember Gordon to authorize Brown & Hofmeister to file an action against the owner of DCAD# 62326 upon final approval by the Town Manager, Seconded by Councilmember Theodore.

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

Future Agenda Items

There were no future agenda items.

Adjournment

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

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

The meeting did then stand adjourned at 7:29 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
SATURDAY, DECEMBER 21, 2024**

MINUTES

Call to Order

Mayor Pro Tem Kenney called the meeting to order at 11:30 a.m.

Roll Call

The following members were present:

Mayor Pro Tem Paul Kenney
Councilmember Randy Gibbons
Councilmember Nick Wohr
Councilmember Chris Gordon
Councilmember Ian Theodore

The following member was absent:

Mayor Lynn Clark

Also in Attendance:

John M. Smith, Jr., Town Manager
Kristi K. Rogers, Town Secretary

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

Mayor Pro Tem Kenney led the Pledge of Allegiance to the U.S. and Texas Flags.

Invocation

Councilmember Gordon gave the invocation.

Public Comment

There were no speakers for public comment.

Regular Agenda

1. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas ("TOWN") denying the increase in rates proposed by Atmos Energy Corporation in its Mid-Tex Division filed on about December 16, 2024; authorizing intervention in proceedings related to Atmos Energy's application to increase rates; authorizing special counsel to represent the Town in matters related to Atmos Energy's proposed increase in rates; directing Atmos to reimburse rate case expenses.

Motion made by Councilmember Gordon to approve a resolution denying the increase in rates proposed by Atmos Energy, Seconded by Councilmember Theodore.

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

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 Wohr, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

The meeting did then stand adjourned at 11:32 a.m.

Approved:

Attest:

Paul Kenney, Mayor Pro Tem
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

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

	Dec 31, 24
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	27,795.76
BOA - Drug Forfeiture	163,295.23
BOA - Drug Seizure	11.64
BOA - General Fund	1,075,819.00
BOA - Parks and Recreation	145,716.91
BOA - Payroll	520.00
BOA - Police State Training	5,191.64
Logic 2020 CO's	1,094,618.46
Logic Animal Shelter Facility	10,824.46
Logic Coronavirus Recovery Fund	58,387.83
Logic Harbor Ln-Sycamore Bend	90,831.47
Logic Investment Fund	10,797,288.02
Logic Turbeville Road	107,219.04
Total Checking/Savings	13,577,519.46
Accounts Receivable	
Municipal Court Payments	10,098.20
Total Accounts Receivable	10,098.20
Total Current Assets	13,587,617.66
TOTAL ASSETS	13,587,617.66
LIABILITIES & EQUITY	0.00

Town of Hickory Creek

Profit & Loss

December 2024

	<u>Dec 24</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	1,000,324.62
4004 M&O Penalties & Interest	16.69
4006 Delinquent M&O	75.84
4008 I&S Debt Service	476,236.60
4010 I&S Penalties & Interest	8.38
4012 Delinquent I&S	-656.40
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Total Ad Valorem Tax Revenue	1,476,005.73
Building Department Revenue	
4102 Building Permits	5,318.23
4104 Certificate of Occupancy	500.00
4106 Contractor Registration	225.00
4112 Health Inspections	1,380.00
4124 Sign Permits	700.00
4130 Vendor Fee	125.00
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Total Building Department Revenue	8,248.23
Franchise Fee Revenue	
4218 Telecom	2.85
4220 Solid Waste	5,639.20
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Total Franchise Fee Revenue	5,642.05
Interest Revenue	
4330 General Fund Interest	6.65
4332 Investment Interest	42,934.89
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Total Interest Revenue	42,941.54
Miscellaneous Revenue	
4502 Animal Adoption & Impound	895.00
4508 Annual Park Passes	90.00
4510 Arrowhead Park Fees	930.00
4530 Other Receivables	12,450.07
4536 Point Vista Park Fees	175.00
4550 Sycamore Bend Fees	1,325.00
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Total Miscellaneous Revenue	15,865.07
Municipal Court Revenue	
4602 Building Security Fund	1,451.63
4604 Citations	45,994.20
4606 Court Technology Fund	1,198.48
4608 Jury Fund	29.08
4610 Truancy Fund	1,454.64
4612 State Court Costs	24,371.09
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Total Municipal Court Revenue	74,499.12
Sales Tax Revenue	
4702 Sales Tax General Fund	187,003.07
4706 Sales Tax 4B Corporation	26,714.73
4708 Sales Tax Mixed Beverage	3,453.13
	<hr/>
Total Sales Tax Revenue	217,170.93
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Total Income	1,840,372.67
Gross Profit	1,840,372.67
Expense	
Capital Outlay	
5010 Street Maintenance	1,920.55
5012 Streets & Road Improvement	184,203.00
5022 Parks and Rec Improvements	467.77
5026 Fleet Vehicles	-10,532.19

**Town of Hickory Creek
 Profit & Loss
 December 2024**

	Dec 24
5032 Denton County TRIP22	37,694.62
Total Capital Outlay	213,753.75
General Government	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	3,867.19
5208 Copier Rental	309.53
5212 EDC Tax Payment	26,715.73
5216 Volunteer/Staff Events	3,138.24
5218 General Communications	471.00
5222 Office Supplies & Equip.	673.56
5224 Postage	493.90
5228 Town Council/Board Expense	1,161.88
5234 Staff Uniforms	627.47
Total General Government	37,473.50
Municipal Court	
5312 Court Technology	744.85
5318 Merchant Fees/Credit Cards	840.26
5322 Office Supplies/Equipment	74.74
5332 Warrants Collected	140.81
Total Municipal Court	1,800.66
Parks and Recreation	
5408 Tanglewood Park	10.50
Total Parks and Recreation	10.50
Parks Corps of Engineer	
5432 Arrowhead	126.17
5434 Harbor Grove	62.46
5436 Point Vista	96.91
5438 Sycamore Bend	99.82
Total Parks Corps of Engineer	385.36
Personnel	
5502 Administration Wages	30,915.96
5504 Municipal Court Wages	9,809.56
5506 Police Wages	85,459.49
5507 Police Overtime Wages	4,422.63
5508 Public Works Wages	22,436.86
5509 Public Works Overtime Wage	1,086.78
5510 Health Insurance	20,592.25
5514 Payroll Expense	2,478.27
5516 Employment Exams	385.00
5518 Retirement (TMRS)	49,181.75
Total Personnel	226,768.55
Police Department	
5602 Auto Gas & Oil	4,022.61
5606 Auto Maintenance & Repair	1,198.32
5610 Books & Subscriptions	58.71
5612 Computer Hardware/Software	23,267.92
5626 Office Supplies/Equipment	459.72
5630 Personnel Equipment	1,685.99
5636 Uniforms	592.12
5640 Training & Education	237.63
Total Police Department	31,523.02
Public Works Department	
5706 Animal Control Supplies	331.03
5708 Animal Control Vet Fees	8,758.33
5710 Auto Gas & Oil	687.37
5714 Auto Maintenance/Repair	83.92

Town of Hickory Creek
Profit & Loss
December 2024

	<u>Dec 24</u>
5718 Computer Hardware/Software	140.04
5724 Equipment Maintenance	1,349.28
5728 Equipment Supplies	199.37
5732 Office Supplies/Equipment	64.81
5734 Communications	315.12
5742 Uniforms	14.15
5748 Landscaping Services	15,023.47
Total Public Works Department	26,966.89
Services	
5802 Appraisal District	4,609.88
5804 Attorney Fees	9,956.29
5814 Engineering	2,988.64
5818 Inspections	2,583.00
5820 Fire Service	242,673.00
5822 Legal Notices/Advertising	1,303.26
5824 Library Services	160.90
5826 Municipal Judge	2,320.00
5828 Printing	154.21
5830 Tax Collection	3,056.00
5846 Span Transit Services	1,141.92
5848 Recording Fees	55.50
Total Services	271,002.60
Special Events	
6012 Special Events	7,358.33
Total Special Events	7,358.33
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	3,199.39
5904 Electric	1,981.39
5906 Gas	152.09
5908 Street Lighting	4,124.96
5910 Telecom	1,653.72
5912 Water	1,831.08
Total Utilities & Maintenance	12,942.63
Total Expense	829,985.79
Net Ordinary Income	1,010,386.88
Net Income	1,010,386.88

Town of Hickory Creek

Budget vs. Actual Year to Date 24.99%

October through December 2024

	Oct - Dec 24	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,034,642.75	1,785,273.00	58.0%
4004 M&O Penalties & Interest	787.51	4,500.00	17.5%
4006 Delinquent M&O	2,439.58	1,000.00	244.0%
4008 I&S Debt Service	492,552.53	848,773.00	58.0%
4010 I&S Penalties & Interest	365.89	3,000.00	12.2%
4012 Delinquent I&S	541.61	500.00	108.3%
Total Ad Valorem Tax Revenue	1,531,329.87	2,643,046.00	57.9%
Building Department Revenue			
4102 Building Permits	43,363.68	275,000.00	15.8%
4104 Certificate of Occupancy	2,000.00	3,500.00	57.1%
4106 Contractor Registration	1,650.00	2,500.00	66.0%
4108 Preliminary/Final Plat	0.00	0.00	0.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	10,580.00	10,000.00	105.8%
4122 Septic Permits	0.00	2,000.00	0.0%
4124 Sign Permits	850.00	2,000.00	42.5%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	1,500.00	0.0%
4130 Vendor Fee	200.00	550.00	36.4%
4132 Alarm Permit Fees	0.00	250.00	0.0%
Total Building Department Revenue	58,643.68	297,500.00	19.7%
Franchise Fee Revenue			
4214 Electric	157,656.15	225,000.00	70.1%
4216 Gas	0.00	90,000.00	0.0%
4218 Telecom	6,890.18	30,000.00	23.0%
4220 Solid Waste	11,043.77	65,000.00	17.0%
Total Franchise Fee Revenue	175,590.10	410,000.00	42.8%
Interest Revenue			
4330 General Fund Interest	15.96	25.00	63.8%
4332 Investment Interest	144,149.03	250,000.00	57.7%
Total Interest Revenue	144,164.99	250,025.00	57.7%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	64,215.00	0.0%
Total Interlocal Revenue	0.00	64,215.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	3,850.00	23,500.00	16.4%
4506 Animal Shelter Donations	2,217.82	1,000.00	221.8%
4508 Annual Park Passes	4,779.96	30,000.00	15.9%
4510 Arrowhead Park Fees	8,506.00	40,000.00	21.3%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	65,615.21	0.00	100.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	3,322,563.00	0.0%
4526 Mineral Rights	0.00	500.00	0.0%
4530 Other Receivables	18,735.94	75,000.00	25.0%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	1,730.00	9,000.00	19.2%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	7,977.00	30,000.00	26.6%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
4560 2020 CO Proceeds	0.00	1,368,089.00	0.0%
4562 Coronavirus Local Recovery	0.00	0.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%

Town of Hickory Creek

Budget vs. Actual Year to Date 24.99%

October through December 2024

	Oct - Dec 24	Budget	% of Budget
4566 Interlocal Agreements	0.00	205,000.00	0.0%
4568 Opiod Settlements	0.00	0.00	0.0%
Total Miscellaneous Revenue	113,441.93	5,104,802.00	2.2%
Municipal Court Revenue			
4602 Building Security Fund	4,356.49	18,023.00	24.2%
4604 Citations	141,773.12	550,000.00	25.8%
4606 Court Technology Fund	3,582.21	15,936.00	22.5%
4608 Jury Fund	87.87	200.00	43.9%
4610 Truancy Fund	4,394.29	0.00	100.0%
4612 State Court Costs	72,767.96	311,060.00	23.4%
4614 Child Safety Fee	75.00	800.00	9.4%
Total Municipal Court Revenue	227,036.94	896,019.00	25.3%
Sales Tax Revenue			
4702 Sales Tax General Fund	594,792.93	2,333,625.00	25.5%
4706 Sales Tax 4B Corporation	84,970.43	333,375.00	25.5%
4708 Sales Tax Mixed Beverage	9,673.57	38,000.00	25.5%
4710 Hotel Occupancy Tax	1,460.87	5,000.00	29.2%
Total Sales Tax Revenue	690,897.80	2,710,000.00	25.5%
Total Income	2,941,105.31	12,375,607.00	23.8%
Gross Profit	2,941,105.31	12,375,607.00	23.8%
Expense			
Capital Outlay			
5010 Street Maintenance	2,140.57	25,000.00	8.6%
5012 Streets & Road Improvement	390,050.46	2,107,000.00	18.5%
5022 Parks and Rec Improvements	102,692.60	2,000,000.00	5.1%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Vehicles	11,065.27	62,000.00	17.8%
5030 Broadband Initiative	0.00	0.00	0.0%
5032 Denton County TRIP22	191,506.33	1,100,000.00	17.4%
5034 Animal Shelter Expansion	0.00	50,000.00	0.0%
Total Capital Outlay	697,455.23	5,344,000.00	13.1%
Debt Service			
5110 2015 Refunding Bond Series	500.00	314,875.00	0.2%
5112 2015 C.O. Series	500.00	276,875.00	0.2%
5114 2020 C.O. Series	0.00	257,025.00	0.0%
Total Debt Service	1,000.00	848,775.00	0.1%
General Government			
5202 Bank Service Charges	45.00	200.00	22.5%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	7,129.55	60,000.00	11.9%
5208 Copier Rental	1,102.51	3,600.00	30.6%
5210 Dues & Memberships	599.50	3,500.00	17.1%
5212 EDC Tax Payment	84,973.43	333,375.00	25.5%
5214 Election Expenses	0.00	15,000.00	0.0%
5216 Volunteer/Staff Events	3,667.04	7,000.00	52.4%
5218 General Communications	10,532.00	32,000.00	32.9%
5222 Office Supplies & Equip.	699.47	3,000.00	23.3%
5224 Postage	1,426.78	7,000.00	20.4%
5226 Community Cause	1,918.54	2,000.00	95.9%
5228 Town Council/Board Expense	3,648.22	6,500.00	56.1%
5230 Training & Education	0.00	1,500.00	0.0%
5232 Travel Expense	1,536.12	1,500.00	102.4%
5234 Staff Uniforms	627.47	800.00	78.4%
5236 Transfer to Reserve	0.00	0.00	0.0%
Total General Government	117,905.63	477,275.00	24.7%
Municipal Court			

Town of Hickory Creek
Budget vs. Actual Year to Date 24.99%
October through December 2024

	Oct - Dec 24	Budget	% of Budget
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	0.00	18,023.00	0.0%
5312 Court Technology	2,694.55	15,963.00	16.9%
5314 Dues & Memberships	0.00	150.00	0.0%
5318 Merchant Fees/Credit Cards	1,856.46	5,000.00	37.1%
5322 Office Supplies/Equipment	82.51	100.00	82.5%
5324 State Court Costs	73,771.47	311,060.00	23.7%
5326 Training & Education	0.00	1,000.00	0.0%
5328 Travel Expense	0.00	1,000.00	0.0%
5332 Warrants Collected	-3,782.46	2,500.00	-151.3%
Total Municipal Court	74,622.53	354,896.00	21.0%
Parks and Recreation			
5402 Events	0.00	1,500.00	0.0%
5408 Tanglewood Park	2,224.50	5,000.00	44.5%
5412 KHCB	0.00	500.00	0.0%
5414 Tree City USA	360.00	500.00	72.0%
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	2,584.50	7,500.00	34.5%
Parks Corps of Engineer			
5432 Arrowhead	2,662.10	39,000.00	6.8%
5434 Harbor Grove	117.94	10,500.00	1.1%
5436 Point Vista	2,335.67	15,500.00	15.1%
5438 Sycamore Bend	3,233.82	44,000.00	7.3%
Total Parks Corps of Engineer	8,349.53	109,000.00	7.7%
Personnel			
5502 Administration Wages	86,427.74	390,727.00	22.1%
5504 Municipal Court Wages	29,059.85	125,393.00	23.2%
5506 Police Wages	270,162.68	1,283,873.00	21.0%
5507 Police Overtime Wages	13,876.37	36,000.00	38.5%
5508 Public Works Wages	65,956.47	286,154.00	23.0%
5509 Public Works Overtime Wage	1,425.35	4,500.00	31.7%
5510 Health Insurance	49,134.21	286,225.00	17.2%
5512 Longevity	14,718.00	14,750.00	99.8%
5514 Payroll Expense	7,934.57	30,000.00	26.4%
5516 Employment Exams	825.00	2,500.00	33.0%
5518 Retirement (TMRS)	95,961.61	317,550.00	30.2%
5520 Unemployment (TWC)	386.04	3,000.00	12.9%
5522 Workman's Compensation	42,208.60	43,070.00	98.0%
5524 Contract Employment	0.00	30,000.00	0.0%
Total Personnel	678,076.49	2,853,742.00	23.8%
Police Department			
5602 Auto Gas & Oil	13,546.03	50,000.00	27.1%
5606 Auto Maintenance & Repair	18,300.45	65,000.00	28.2%
5610 Books & Subscriptions	58.71	600.00	9.8%
5612 Computer Hardware/Software	34,317.40	75,500.00	45.5%
5614 Crime Lab Analysis	552.87	5,000.00	11.1%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	517.39	2,000.00	25.9%
5630 Personnel Equipment	23,283.78	40,000.00	58.2%
5634 Travel Expense	0.00	1,500.00	0.0%
5636 Uniforms	1,347.14	12,000.00	11.2%
5640 Training & Education	337.63	15,000.00	2.3%
5644 Citizens on Patrol	0.00	100.00	0.0%
5646 Community Outreach	1,325.48	1,500.00	88.4%
5648 K9 Unit	721.93	3,500.00	20.6%
5650 Task Force Forfeiture	0.00	0.00	0.0%
Total Police Department	94,308.81	272,200.00	34.6%
Public Works Department			

Town of Hickory Creek

Budget vs. Actual Year to Date 24.99%

October through December 2024

	Oct - Dec 24	Budget	% of Budget
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	1,015.52	2,500.00	40.6%
5706 Animal Control Supplies	901.55	5,000.00	18.0%
5708 Animal Control Vet Fees	9,000.43	25,000.00	36.0%
5710 Auto Gas & Oil	3,664.75	20,000.00	18.3%
5714 Auto Maintenance/Repair	3,950.88	10,000.00	39.5%
5716 Beautification	16,307.02	120,000.00	13.6%
5718 Computer Hardware/Software	420.12	3,500.00	12.0%
5720 Dues & Memberships	0.00	450.00	0.0%
5722 Equipment	0.00	2,500.00	0.0%
5724 Equipment Maintenance	5,382.88	35,000.00	15.4%
5726 Equipment Rental	0.00	1,000.00	0.0%
5728 Equipment Supplies	1,804.92	5,000.00	36.1%
5732 Office Supplies/Equipment	86.37	1,750.00	4.9%
5734 Communications	945.36	3,800.00	24.9%
5738 Training	50.00	800.00	6.3%
5740 Travel Expense	1,195.16	2,000.00	59.8%
5742 Uniforms	1,403.01	2,800.00	50.1%
5748 Landscaping Services	30,031.41	90,000.00	33.4%
Total Public Works Department	76,159.38	332,100.00	22.9%
Services			
5802 Appraisal District	4,609.88	17,500.00	26.3%
5804 Attorney Fees	39,621.68	100,000.00	39.6%
5806 Audit	0.00	15,500.00	0.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	36,698.85	95,000.00	38.6%
5816 General Insurance	59,798.72	60,014.00	99.6%
5818 Inspections	12,081.00	42,000.00	28.8%
5820 Fire Service	485,346.00	970,692.00	50.0%
5822 Legal Notices/Advertising	2,655.70	2,000.00	132.8%
5824 Library Services	321.80	1,200.00	26.8%
5826 Municipal Judge	4,635.00	13,800.00	33.6%
5828 Printing	187.12	2,500.00	7.5%
5830 Tax Collection	3,056.00	3,500.00	87.3%
5832 Computer Technical Support	45,953.92	45,000.00	102.1%
5838 DCCAC	0.00	3,780.00	0.0%
5840 Denton County Dispatch	0.00	45,183.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	1,688.40	20,000.00	8.4%
5848 Recording Fees	55.50	500.00	11.1%
Total Services	696,709.57	1,441,119.00	48.3%
Special Events			
6012 Special Events	12,731.68	25,000.00	50.9%
Total Special Events	12,731.68	25,000.00	50.9%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	34,469.45	185,000.00	18.6%
5904 Electric	6,575.50	27,000.00	24.4%
5906 Gas	453.61	3,000.00	15.1%
5908 Street Lighting	12,381.58	45,000.00	27.5%
5910 Telecom	3,113.29	25,000.00	12.5%
5912 Water	3,655.09	25,000.00	14.6%
Total Utilities & Maintenance	60,648.52	310,000.00	19.6%
Total Expense	2,520,551.87	12,375,607.00	20.4%
Net Ordinary Income	420,553.44	0.00	100.0%
Net Income	420,553.44	0.00	100.0%

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

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5010 Street Maintenance				
Bill	12/19/2024	Inv# O...	Centerline Supply	1,110.55
Total 5010 Street Maintenance				1,110.55
5012 Streets & Road Improvement				
Check	12/18/2024		Quick Set Concrete, Inc.	184,203.00
Total 5012 Streets & Road Improvement				184,203.00
5026 Fleet Vehicles				
Deposit	12/04/2024		Deposit	-13,528.40
Check	12/20/2024	Debit	Enterprise Fleet Management	2,225.11
Total 5026 Fleet Vehicles				-11,303.29
Total Capital Outlay				174,010.26
General Government				
5206 Computer Hardware/Software				
Bill	12/19/2024	Inv #3...	CivicsPlus	3,570.00
Total 5206 Computer Hardware/Software				3,570.00
5212 EDC Tax Payment				
Check	12/16/2024		Hickory Creek Economic Development	26,714.73
Total 5212 EDC Tax Payment				26,714.73
5216 Volunteer/Staff Events				
Check	12/19/2024	Debit	Costco	3,120.39
Total 5216 Volunteer/Staff Events				3,120.39
Total General Government				33,405.12
Personnel				
5510 Health Insurance				
Check	12/03/2024	Debit	Renaissance Life & Health Insurance	1,163.16
Check	12/20/2024	Debit	Cigna	19,115.98
Total 5510 Health Insurance				20,279.14
5518 Retirement (TMRS)				
Check	12/06/2024	Debit	TMRS	26,155.50
Check	12/27/2024	Debit	TMRS	23,026.25
Total 5518 Retirement (TMRS)				49,181.75
Total Personnel				69,460.89
Police Department				
5602 Auto Gas & Oil				
Check	12/24/2024	Debit	WEX Bank	4,022.61
Total 5602 Auto Gas & Oil				4,022.61
5612 Computer Hardware/Software				
Bill	12/19/2024	Inv #R...	MCCI	2,219.40
Bill	12/31/2024	Invoice...	Flock Safety	20,000.00
Total 5612 Computer Hardware/Software				22,219.40
5630 Personnel Equipment				
Bill	12/05/2024	Inv #2...	Command Communications	1,182.99
Total 5630 Personnel Equipment				1,182.99
Total Police Department				27,425.00

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

Type	Date	Num	Name	Amount
Public Works Department				
5748 Landscaping Services				
Bill	12/05/2024	Inv #3...	D & D Commercial Landscape Management	4,808.00
Check	12/21/2024	Debit	D & D Commercial Landscape Management	10,215.47
Total 5748 Landscaping Services				15,023.47
Total Public Works Department				15,023.47
Services				
5802 Appraisal District				
Bill	12/05/2024	Inv #1...	DCAD	4,609.88
Total 5802 Appraisal District				4,609.88
5804 Attorney Fees				
Bill	12/05/2024	Novem...	Brown & Hofmeister, LLP	7,880.79
Total 5804 Attorney Fees				7,880.79
5814 Engineering				
Check	12/19/2024	Debit	Halff Associates, Inc.	2,987.64
Total 5814 Engineering				2,987.64
5818 Inspections				
Check	12/19/2024	Debit	Build by I-Codes	1,780.00
Total 5818 Inspections				1,780.00
5820 Fire Service				
Bill	12/31/2024	Invoice...	City of Corinth	242,673.00
Total 5820 Fire Service				242,673.00
5826 Municipal Judge				
Check	12/16/2024		The Law Office of Cynthia Burkett	1,050.00
Check	12/31/2024		The Law Office of Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				2,100.00
5830 Tax Collection				
Deposit	12/18/2024		Deposit	3,056.00
Total 5830 Tax Collection				3,056.00
5846 Span Transit Services				
Bill	12/19/2024	Inv #IN...	SPAN, INC	1,141.92
Total 5846 Span Transit Services				1,141.92
Total Services				266,229.23
Utilities & Maintenance				
5904 Electric				
Check	12/23/2024	Debit	Hudson Energy Services, LLC	1,981.39
Total 5904 Electric				1,981.39
5908 Street Lighting				
Check	12/23/2024	Debit	Hudson Energy Services, LLC	3,938.35
Total 5908 Street Lighting				3,938.35
Total Utilities & Maintenance				5,919.74
Total Expense				591,473.71
Net Ordinary Income				-591,473.71
Net Income				-591,473.71



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 12/01/2024 - 12/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.6928%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 12/31/24 WAS 1.000172.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,781.49
12/31/2024	MONTHLY POSTING	9999888	42.97	10,824.46
	ENDING BALANCE			10,824.46

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	10,781.49
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	42.97
ENDING BALANCE	10,824.46
AVERAGE BALANCE	10,781.49

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	556.23





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: 12/01/2024 - 12/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.6928%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 12/31/24 WAS 1.000172.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			58,156.07
12/31/2024	MONTHLY POSTING	9999888	231.76	58,387.83
	ENDING BALANCE			58,387.83

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	58,156.07
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	231.76
ENDING BALANCE	58,387.83
AVERAGE BALANCE	58,156.07

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	53,825.22	746,193.64	9,253.78

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 12/01/2024 - 12/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.6928%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 12/31/24 WAS 1.000172.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			90,470.94
12/31/2024	MONTHLY POSTING	9999888	360.53	90,831.47
	ENDING BALANCE			90,831.47

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	90,470.94
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	360.53
ENDING BALANCE	90,831.47
AVERAGE BALANCE	90,470.94

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	4,667.12

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 12/01/2024 - 12/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.6928%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 12/31/24 WAS 1.000172.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,355,413.96
12/20/2024	ACH DEPOSIT	6173956	400,000.00	10,755,413.96
12/31/2024	MONTHLY POSTING	9999888	41,874.06	10,797,288.02
	ENDING BALANCE			10,797,288.02

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	10,355,413.96
TOTAL DEPOSITS	400,000.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	41,874.06
ENDING BALANCE	10,797,288.02
AVERAGE BALANCE	10,510,252.67

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	3,148,380.19	3,452,950.72	592,248.87

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 12/01/2024 - 12/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.6928%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 12/31/24 WAS 1.000172.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			106,793.47
12/31/2024	MONTHLY POSTING	9999888	425.57	107,219.04
	ENDING BALANCE			107,219.04

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	106,793.47
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	425.57
ENDING BALANCE	107,219.04
AVERAGE BALANCE	106,793.47

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	5,509.11

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



**TOWN OF HICKORY CREEK
ORDINANCE NO. 2025-01-____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ORDERING AN ELECTION TO BE HELD ON MAY 3, 2025 FOR THE PURPOSE OF ELECTING TOWN COUNCIL MEMBERS TO PLACE 1, PLACE 3 AND PLACE 5; AUTHORIZING A JOINT ELECTION WITH OTHER DENTON COUNTY POLITICAL SUBDIVISIONS; PROVIDING FOR A FILING PERIOD; PROVIDING FOR PRECINCTS; PROVIDING FOR APPOINTMENT OF AN EARLY VOTING CLERK; PROVIDING FOR EARLY VOTING LOCATIONS; PROVIDING FOR AN ELECTION DAY POLLING PLACE; PROVIDING FOR CANCELLATION OF ELECTION; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE OF THIS ELECTION; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the general election for the Town of Hickory Creek, as set forth by the Texas Election Code, is required to be held on May 3, 2025 for the purpose of electing Town Council Members to Place 1, Place 3 and Place 5; each term being for a period of (2) two years.

WHEREAS, in accordance with Section 271.002 of the Texas Election Code, the Town election will be conducted with other political subdivisions of Denton County Texas.

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

**SECTION 1
ELECTION ORDERED**

An election is hereby ordered to be held on Saturday, May 3, 2025 for the purpose of electing Town Council Members to Place 1, Place 3 and Place 5; each term being for a period of (2) years.

**SECTION 2
FILING PERIOD**

The filing period for an application on the ballot is January 15, 2025 - February 14, 2025.

**SECTION 3
PRECINCTS**

The election precinct for said election shall be the regular precinct of Denton County (Precinct 3158) to the extent that they are within the corporate limits of the Town of Hickory Creek.

SECTION 4
EARLY VOTING CLERK

In accordance with Sections 31.097 and 271.006 of the Texas Election Code, the following named person is hereby appointed as the Early Voting Clerk of the purposes of conducting said election:

Frank Phillips, Early Voting Clerk
Denton County Elections
P.O. Box 1720
Denton, Texas 76202
Elections@dentoncounty.com

SECTION 5
EARLY VOTING LOCATIONS

Early voting by personal appearance of Hickory Creek residents shall be conducted beginning April 22, 2025 and continue through April 29, 2024. The main early voting location shall be located at: Denton County Elections, 701 Kimberly Drive, Denton, Texas 76208. Additional early voting locations shall be determined per the Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.

SECTION 6
ELECTION DAY POLLING PLACE

The polling place for all of Precinct 3158 within the corporate limits of the Town of Hickory Creek will be located at: Town of Hickory Creek Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065.

SECTION 7
CANCELLATION OF ELECTION

If only one person who has qualified to appear on the ballot for each office, and no write-in candidates have submitted their names to be placed on the list for write-in candidates, the Town Council may declare the candidates elected to office and cancel the election called herein.

SECTION 8
NOTICE AND PUBLICATION

Notice of the Election shall be given by posting a notice of election in both English and Spanish at Town of Hickory Creek located at 1075 Ronald Reagan Avenue, Hickory Creek Texas, on the bulletin board not later than twenty-one days prior to the date upon which the election is to be held, and by publication of said notice at least once in the official newspaper of the Town, being a newspaper of general circulation within the Town, the date of said publication to be not less than ten (10) days nor more than thirty (30) says prior to the date set for the elections. Upon publication of the election notice, the Town Secretary shall secure a publisher's affidavit.

SECTION 9
NECESSARY ACTIONS

The Mayor, Town Council, and Town Staff, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the Election, whether or not expressly authorized herein.

SECTION 10
EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and approval.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 27th day of January, 2025.

Lynn C. Clark., Mayor
Town of Hickory Creek

ATTEST:

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

APPROVED AS TO LEGAL FORM

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0127-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE DALLAS COUNTY CRIMINAL DISTRICT ATTORNEY’S OFFICE FOR SEIZURE OF FORFEITED CONTRABAND; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement concerning seizure of forfeited contraband and proceeds from the same, attached hereto as Exhibit A which is hereby incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of January, 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

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

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

RECITALS:

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

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

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

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

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

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

SECTION 1: TERM/TERMINATION

The Term of this Agreement will commence on the Effective Date as defined herein, and will remain in effect through December 31, 2028, unless terminated earlier under any provision hereof (“Term”). After the initial term, this Agreement may be renewed for two (2) additional consecutive two (2) year terms with the written consent of all Parties and such renewals shall be in accordance with the terms of this Agreement unless amended. This Agreement may be terminated by either Party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeitures under this Agreement filed prior to the termination date, however, shall not be affected by such notices.

SECTION 2: CHAPTER 59 PROCEEDS DISTRIBUTION

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

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

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

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

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

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

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

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

(8) **Buyback Agreement(s):** If any Motor Vehicle, Real Property, Collectibles, Personal Property, or Precious Metals and Gemstones is returned pursuant to a Buyback Agreement, then THE PD will receive sixty-five percent (65%) and the District Attorney will receive thirty-five percent (35%) percent of the Buyback Agreement amount.

B. The proceeds from the sale or auction of all contraband forfeited under Chapter 59 of the Code of Criminal Procedure (including Normal Currency and Currency Equivalent) shall be received by THE PD and deposited with THE PD's treasury. THE PD will then transfer to the District Attorney all money and proceeds of forfeited contraband in accordance with Section 2 A.(1)-(8) above. Payments to the District Attorney shall be made in accordance with Sections 2 and 3 of this Agreement.

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

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

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

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

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

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

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

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

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

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

SECTION 3: PAYMENT TERMS AND OBLIGATIONS

A. This Agreement shall apply to any case which is administratively closed by the

District Attorney during the Term of this Agreement. A case is considered administratively closed once the District Attorney has closed the case file. Contraband is to be considered forfeited once a forfeiture judgment has been executed, and the time to file a Motion for New Trial or Notice of Appeal has expired ("Final Judgment"). Within ten (10) business days from the entry of the Final Judgment, the District Attorney shall deliver to THE PD the Final Judgment. THE PD shall proceed to sell or auction the contraband in the manner set forth in Subsection 3C below. THE PD shall send notice to the District Attorney of the final auction or sale amount no later than five (5) business days after the sale or auction of Real Property, Collectibles, Personal Property, or Precious Metals and Gemstones. After receiving notice from THE PD, the District Attorney will issue an invoice to THE PD. Payments to the District Attorney for Normal Currency, Buyback Agreements, Motor Vehicles, Real Property, Collectibles, Personal Property, or Precious Metals and Gemstones shall be made no later than sixty (60) days after THE PD receives an invoice and Final Judgment from the District Attorney. All invoices will be submitted in a format that is in accordance with the District Attorney's internal processes and policies.

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

C. All Real Property, Collectibles, Personal Property, or Precious Metals and Gemstones shall be sold or auctioned by THE PD within six (6) months after receiving notice of the Final Judgment. THE PD shall seek the best value for all contraband sold or auctioned.

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

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

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

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

and all forfeiture cases and proceedings.

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

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

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

SECTION 4: ADDENDUMS

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

SECTION 5: LIABILITY

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

SECTION 6: NOTICE

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

If intended for the District Attorney:

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

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

If intended for THE PD, to:

Town of Hickory Creek
Hickory Creek Police Department
1075 Ronald Reagan Ave.
Hickory Creek, TX 75065
ATTN: Police Chief

SECTION 7: MISCELLANEOUS PROVISIONS

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

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

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

D. DEFAULT/CUMULATIVE RIGHTS/MITIGATION. It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in an authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and

covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to any other remedy. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. The Parties have a duty to mitigate damages.

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

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

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

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

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

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

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

[Signatures on following page]

EXECUTED THIS _____ DAY OF _____ 2025. ("Effective Date")

DISTRICT ATTORNEY:

THE PD:

John Creuzot
Dallas County Criminal District Attorney

Lynn C. Clark, Mayor

RECOMMENDED AND APPROVED:

Carey Dunn, Police Chief

APPROVED AS TO FORM*:

APPROVED AS TO FORM:

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

THE PD/TOWN LEGAL ADVISOR

James R. Palomo
Assistant District Attorney

Dorwin L. Sargent, III, Town Attorney

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0127-__**

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 FOR PROFESSIONAL SERVICES CONCERNING THE 2025 MS4 ANNUAL REPORT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND HALFF ASSOCIATES, INC., AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a Task Order Authorization Agreement for professional engineering services for the 2025 MS4 Permit Annual Report (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of January, 2025.

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

ATTEST:

APPROVED AS TO FORM:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

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

Town of Hickory Creek, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

EXHIBIT A

MS4 2025 Annual Report
FY 2025 Task Order Authorization
January 9, 2025

<p>Scope of Work:</p>	<p>Halff’s proposed services will include the annual report* for Hickory Creek’s MS4 Storm Water Management Program that will achieve administrative compliance with the General Permit to Discharge under the Texas Pollutant Discharge Elimination System.</p> <p>The tasks outlined in this scope are intended to assist the Town in the preparation of the TCEQ required annual reports on the Storm Water Management Program (SWMP). These reports provide annual updates to the TCEQ in the format required by the MS4 permit. Halff will assist the Town in preparing and submitting the annual reports using the following approach:</p> <ol style="list-style-type: none"> 1. <u>Prepare Annual Report for January 1, 2024 – December 31, 2024</u> (Permit # – TXR040000) (Due March 31, 2025*) Halff will review the current SWMP and MS4 permit to evaluate all progress towards the Minimum Control Measure (MCM) measurable goals and to identify which measurable goals still need to be completed. Halff will meet with the Town to discuss the previous Year 5 Annual Report, Best Management Practices (BMPs), timeline of activities, program goals, and annual reporting requirements. The primary goal of this meeting will be to discuss progress achieved during the reporting year (2024) towards the measurable goals of each MCM and Best Management Practices (BMP) from the current SWMP. Halff will prepare the Annual Report based on this information.
<p>Additional Services Available:</p>	<p><u>Notice of Change</u> – As an additional service, if it is required to address and document changes to the SWMP measurable goals, Halff will prepare and submit to TCEQ a Notice of Change (NOC) document on behalf of the Town.</p>
<p>Deliverables:</p>	<ol style="list-style-type: none"> 1. 3 copies of the draft Annual Report. Submit 1 hard copy to TCEQ Austin , 1 hard copy to TCEQ field office in Tarrant County, and 1 hard copy to the Town of Hickory Creek 2. Electronic deliverables – Annual Reports 3. Digital copies of the draft MCMs and schedule of BMPs 4. Digital copies of the final Notice of Intent and a SWMP provided to the Town for submittal to TCEQ.
<p>Items Furnished by Town:</p>	<ol style="list-style-type: none"> 1. Documentation related to recent SWMP progress towards measurable goals, etc. from January 1, 2024 to December 31, 2024*
<p>Schedule:</p>	<ul style="list-style-type: none"> - Annual Report completed by the permit deadline (March 31, 2024*) to avoid penalties.

Town of Hickory Creek, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

EXHIBIT A

Fees:	<p>1. Review, prepare, and submit MS4 Annual* Report - \$7,500</p> <p>Total Fee: \$7,500.00</p> <p>* Due to the delay on TCEQ's adoption of the 2024 TPDES Phase II (Small) Municipal Separate Storm Sewer System (MS4) General Permit, TXR040000 on August, 15 2024, TCEQ has not provided direction on whether this year's annual report will fall under a "Year 6" reporting from the 2019 General Permit with a March 31 permit deadline or under a Year 1 reporting under the approved NOI/SWMP for the 2024 General Permit with a delayed permit deadline to be determined. Per TCEQ, existing small MS4 operators are required to continue to submit an annual report to TCEQ until a renewal authorization under the 2024 general permit is obtained. Therefore, the scope of work provided above accounts for one (1) annual report to be submitted in the 2025 calendar year.</p> <p>This is a <u>(Cost Plus Maximum)</u> Fee and will be billed monthly on an hourly basis. Direct costs (mileage, copies, etc) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1. Services will be billed in accordance with the Rate Schedule and the Unit Pricing Schedule included in the master agreement. The maximum amount of this Task Order will not be exceeded without written authorization from the Town.</p>
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Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis**, dated March 12, 2012, between Halff Associates and the Town of Hickory Creek. Halff Associates will bill the above described services under project number AVO 37638.924.

Submitted:

Approved:

HALFF ASSOCIATES, INC.

TOWN OF HICKORY CREEK, TEXAS

By:  Digitally signed by Jacob Hays
 DN: cn=Jacob Hays,
 ou=FortWorth
 Date: 2025.01.14 11:54:37 -
 06'00'

By: _____

Signature

Signature

 Jacob T. Hays, PE

Printed Name

Printed Name

 Director, Public Works

Title

Title

 January 14, 2025

Date

Date

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0127-__

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 TEXAS DEPARTMENT OF TRANSPORTATION CONCERNING LANDSCAPE MAINTENANCE; 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 Texas Department of Transportation (hereinafter the “Agreement”) to provide landscape maintenance, 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 27th day of January, 2025.

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



LANDSCAPE MAINTENANCE AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 20____, by and

between the Texas Department of Transportation, hereinafter referred to as the "State," and the Town of **Hickory Creek, Denton** County, Texas, acting by and through its duly authorized officers, hereinafter called the "Town".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the Town exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the Town to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the Town have entered into a Municipal Maintenance Agreement dated **August 16, 1994**, the provisions of which are incorporated herein by reference, and wherein the Town has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the Town as shown on Attachment "A"; and

WHEREAS, the State will provide funding for such landscape improvements, provided that the Town agrees to be responsible for the installation and all required maintenance of the landscape improvements.

WHEREAS, the State reserves the right to perform maintenance and/or construction activities at this location in the future. The Town shall indemnify and save harmless the State and its representatives against any claims arising from these activities.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the Town relating to the installation and maintenance of landscape improvements and scenic enhancements on **IH35E** controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in attachment A, the location map for this project, and limited to the portions **On IH35E at Turbeville Rd.**

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State may install landscape elements including but not limited to trees, shrubs, groundcovers, grasses, and irrigation systems (sidewalks and hardscape features, will not be funded in accordance with the Green Ribbon Program) through its employees or duly appointed agents.

Town's Responsibilities

The Town may install landscape enhancements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards and must be approved by the State in writing prior to any work being performed.

The Town shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The Town will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing

condition.

The Town shall hold the State harmless for any future maintenance in an established planting location. The Town may submit a Green Ribbon application to repair damages incurred by these works.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the Town terminate this agreement, as prescribed here above, the Town shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Town of _____ Hickory Creek _____ on the _____ day of _____, year _____, and the Texas Department of Transportation, on the _____ day of _____, year _____.

ATTEST:

THE STATE OF TEXAS

(Signature)

TOWN OF HICKORY CREEK

By _____ Lynn Clark _____
(Mayor)

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

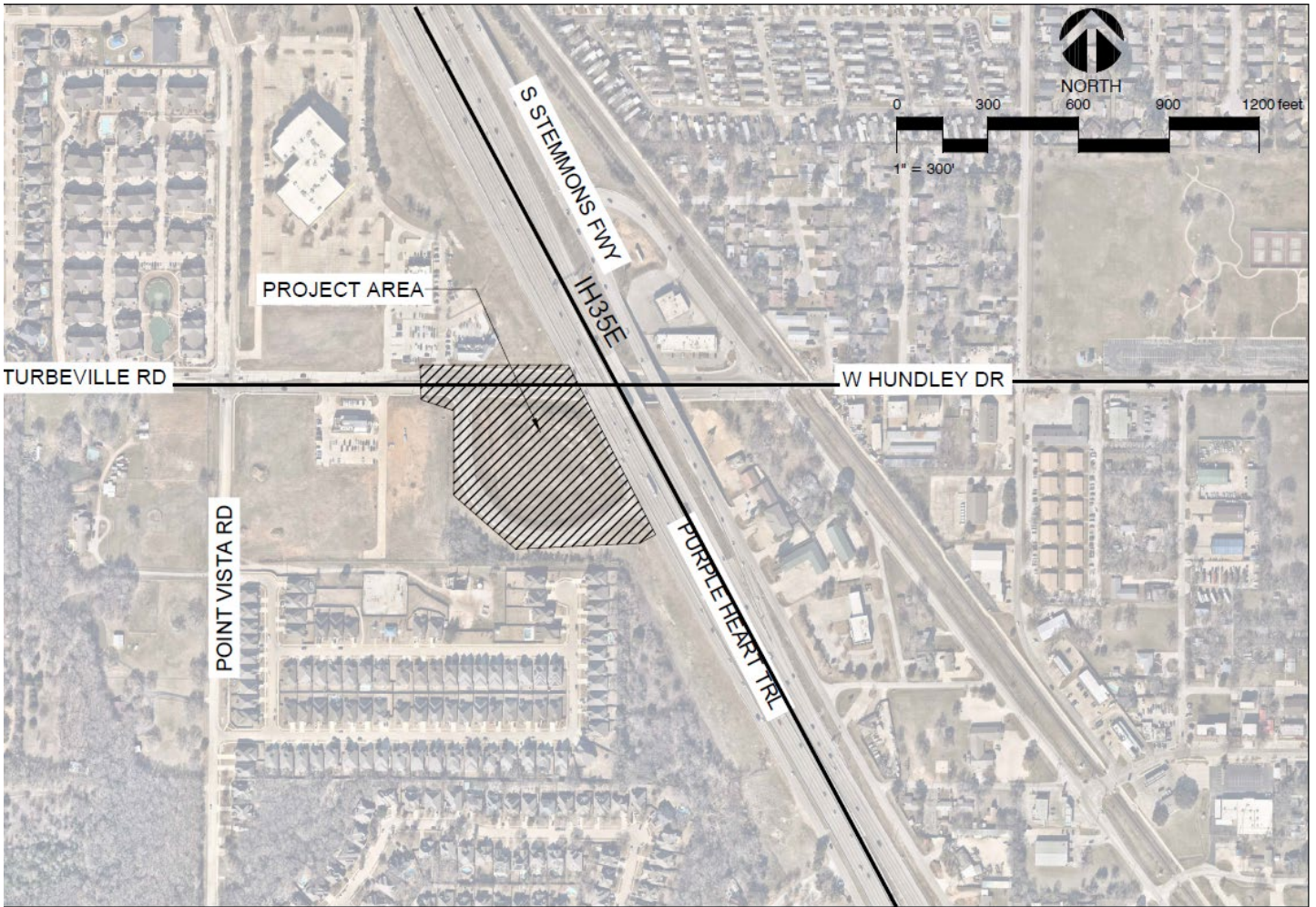
By _____
Jeffrey Bush
Dallas District Director of Operation

List of Attachments:

Attachment A – Landscape Improvements – Project Location Map

ATTACHMENT A

Project Location Map



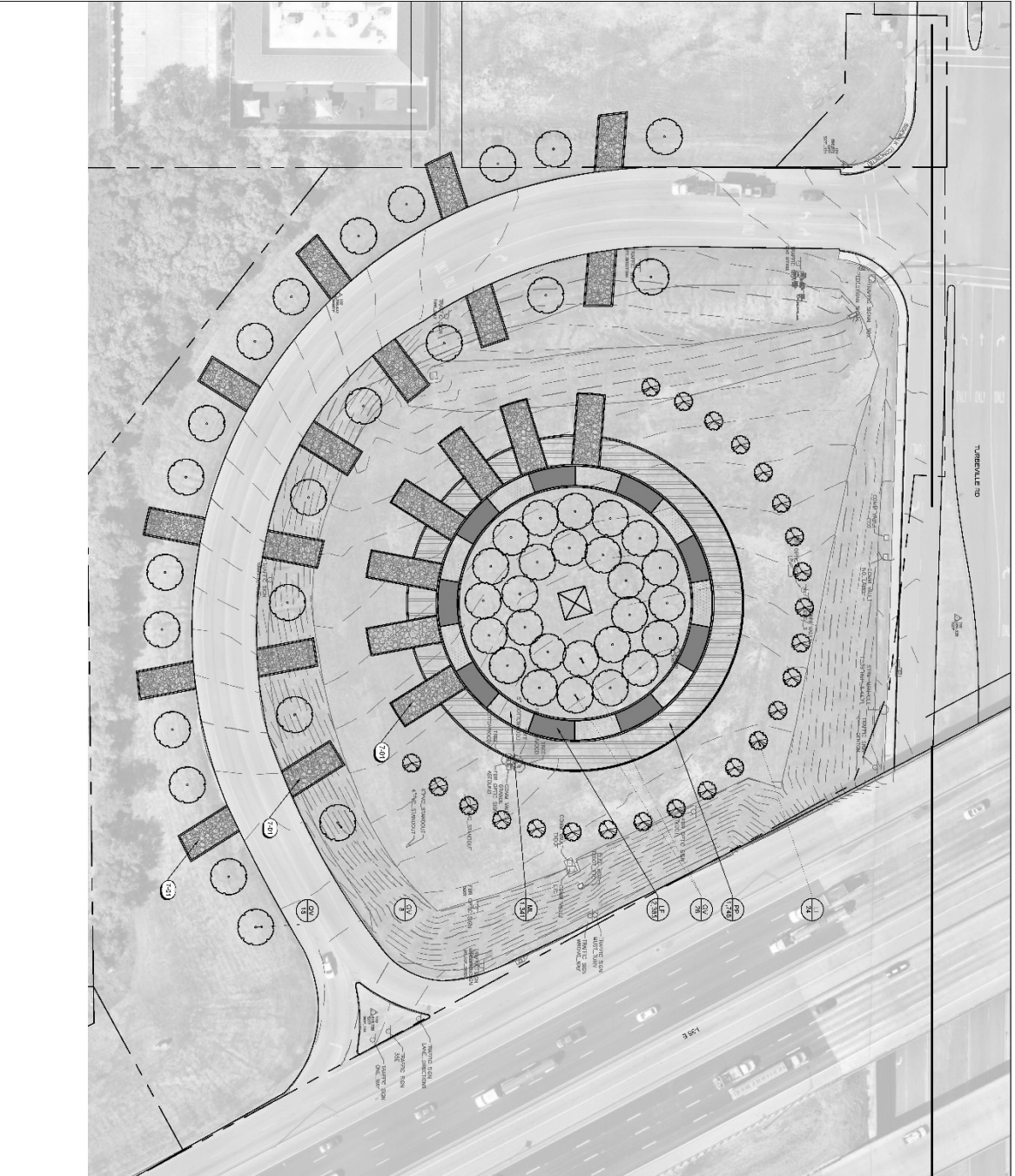
Town of Hickory Creek, Texas
Funding Source: Green Ribbon

Project Description: Landscape & Scenic enhancements that include trees, shrubs, ground covers and irrigation.

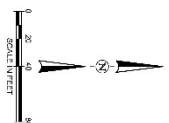
Project Limits:
On IH35E at Turbeville Rd.

ATTACHMENT A

DATE



- GENERAL NOTES**
1. EXISTING CONCRETE LANDSCAPE SHALL BE PROTECTED TO REMAIN UNLESS CONTRIBUTOR IS RESPONSIBLE FOR REMOVAL AND REPLACEMENT WITH PROTECTIVE AND DRAINING UTILITIES AND PLANTINGS.
 2. LANDSCAPE MATERIAL, LAYOUT IS IN THE CONTRIBUTOR'S RESPONSIBILITY FOR OBTAINING LANDSCAPE MATERIAL LAYOUT TO CONFORM WITH THE NOTES.



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
	U	24	JACQUETTESIA NORTONII	4" CAL.	MULTI TRUNK BRANCHED
	OV	48	QUERCUS SPICATA / SOUTHERN LIVE OAK	4" CAL.	
	IF	2396	LEUCOPHYLLUM TEXASICUM	1 GAL.	SPACING 18"
	ML	1241	LEUCOPHYLLUM TEXASICUM	1 GAL.	SPACING 24"
	PP	1746	PEROVSKIA PACIFICA	1 GAL.	SPACING 36"
	R	22798 SF	ANDERSON'S SANDSTONE	N/A	8" x 8" WITH W/RTS

REFERENCE NOTES SCHEDULE LANDSCAPE

CODE	DESCRIPTION	QUANTITY	DETAIL
Z	PLANTING ACCESSORIES	22798 SF	RHS

half Texas Department of Transportation
 2024

HICKORY CREEK GREEN RIBBON
 (SOUTH-WEST CORNER OF TUSSEVILLE AND I-35E)
OVERALL PROJECT PLAN
LANDSCAPE

SCALE: AS NOTED SHEET OF

TITLE	DATE	BY	CHKD
MMS	5/11/24	3/20/24	3/20/24
DESIGN	TEXAS	DALLAS	DENTON
NO.	0196	01	119

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0127-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND SUPERIOR AUTOMOTIVE GROUP FOR EMERGENCY PURCHASE OF A POLICE VEHICLE; 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, Texas Local Government Code Section 252.022(a)(3) allows for purchases without using the required competitive purchasing requirements otherwise applicable to certain purchases “because of unforeseen damage to public machinery, equipment, or other property”; and

WHEREAS, the Town has experienced unforeseen damages to machinery, equipment, or other property whose functionality will be replaced by the property acquired under Exhibit A; and

WHEREAS, the Town Council desires to ratify the agreement between the Town of Hickory Creek, Texas and Superior Automotive Group for a police vehicle, 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 Superior Automotive Group effectively dated January 8, 2025 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 27th day of January, 2025.

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

1. As used in this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

9. MANUFACTURER'S WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

10. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.



SOLD TO: **TOWN OF HICKORY CREEK**
 ADDRESS **1075 RONALD REAGAN AVE**
HICKORY CREEK TX 75065

No.
 DATE **01/08/2025**
 PHONE

	MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CAR SOLD	DODGE	UT	BLACK CLEAR COA	DURANGO	2024	L213755	1C4SDJFT9RC213755
TRADE-IN							
TRADE-IN							
TRADE-IN							

CUST # **500947**


PRICE OF CAR OR TRUCK	46375.00
ACC.	N/A
MISC.	N/A
	N/A
TAX-LICENSE -TITLE & TRANSFER	N/A
VEHICLE SERVICE CONTRACT	N/A
TOTAL CASH DELIVERED PRICE	46375.00
FINANCE CHARGES	N/A
INSURANCE CHARGES (COLL & COMP)	N/A
CREDIT LIFE	N/A
A & H INS.	N/A
TOTAL DELIVERED PRICE	46375.00
ACCT/REC BAL.	
CASH ON DEPOSIT	N/A
CASH PAID ON DELIVERY	N/A
TRADE IN \$	N/A
LESS BALANCE OWED \$	N/A
TO	N/A
	N/A
# N/A PAYMENTS @ \$ 46375.00	46375.00
TOTAL CREDITS	N/A

To Avoid Penalty
 Sales Tax Must Be Paid
 or Transfer Made Within
 30 Days From Date of Sale

SERVICE AND HANDLING FEE
A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE CLOSING OF A SALE OR LEASE. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR THE PREPARATION OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW.

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

By  AUTHORIZED SIGNATURE


X  PURCHASER'S SIGNATURE

SOLD BY **TY MONTGOMERY**

**Arkansas law does not provide for a
"cooling off" or other cancellation period
for vehicle sales.**

Therefore, this contract cannot later be canceled simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle, or for any other reason. After you have signed your contract, you are an immediate owner!

I have read and understand that by signing these legal documents and taking delivery of the vehicle for which the contracts have been written, I will not be able to return the car at a later date and have the contracts voided.

X X  TOWN OF HICKORY CREEK 01/08/2025
Buyer Printed Name Date

X _____
Co-Buyer Printed Name Date

TOWN OF HICKORY CREEK

CUSTOMER'S NAME

L213755

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SUPERIOR AUTOMALL (transferor's name, PRINT)

state that the odometer now reads 10 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

Table with vehicle details: MAKE (DODGE), MODEL (DURANGO), BODY TYPE (UT), VEHICLE IDENTIFICATION NUMBER (1C4SDJFT9RC213755), YEAR (2024)

Signature of Transferor

SUPERIOR AUTOMALL (PRINTED NAME)

504 HIGHWAY 412 E (TRANSFEROR'S ADDRESS (STREET))

SILOAM SPRINGS AR 72761 (CITY STATE ZIP CODE)

01/08/2025 (DATE OF STATEMENT)

Signature of Transferee

TOWN OF HICKORY CREEK (PRINTED NAME)

TOWN OF HICKORY CREEK (TRANSFEREE'S NAME)

1075 RONALD REAGAN AVE (TRANSFEREE'S ADDRESS (STREET))

HICKORY CREEK TX 75065 (CITY STATE ZIP CODE)

TOWN OF HICKORY CREEK
CUSTOMER'S NAME

L213755
STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SUPERIOR AUTOMALL (transferor's name, PRINT)

state that the odometer now reads 10 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
DODGE	DURANGO	UT
VEHICLE IDENTIFICATION NUMBER	YEAR	
1C4SDJFT9RC213755	2024	


X 
TRANSFEROR'S SIGNATURE

SUPERIOR AUTOMALL
PRINTED NAME

504 HIGHWAY 412 E
TRANSFEROR'S ADDRESS (STREET)

SILOAM SPRINGS AR 72761
CITY STATE ZIP CODE

01/08/2025
DATE OF STATEMENT

X 
TRANSFEREE'S SIGNATURE

TOWN OF HICKORY CREEK
PRINTED NAME

TOWN OF HICKORY CREEK
TRANSFEREE'S NAME

1075 RONALD REAGAN AVE
TRANSFEREE'S ADDRESS (STREET)

HICKORY CREEK TX 75065
CITY STATE ZIP CODE

NAME **TOWN OF HICKORY CREEK** STK. NO. **L213755** NEW USED

ADDRESS **1075 RONALD REAGAN AVE** YEAR **2024** MAKE **DODGE**

CITY **HICKORY CREEK** STATE **TX** ZIP **75065** MODEL **DURANGO**

PHONE _____ VIN NO. **1C4SDJFT9RC213755**

SALESPERSON **TY MONTGOMERY** DEL. DATE **01/08/2025**


QTY.	NAME OF ITEM	PART	LABOR
	TRANSPORTATION		

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER 

DATE **01/08/2025**

APPROVED 
MGR.



AGENDA INFORMATION SHEET

MEETING DATE: January 27, 2025

AGENDA ITEM: Consider and act on an appointment to the Code of Ethics Board.

SUMMARY: Councilmember Randy Gibbons would like to appoint Derek Funkhouser.



AGENDA INFORMATION SHEET

MEETING DATE: January 27, 2025

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

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



AGENDA INFORMATION SHEET

MEETING DATE: January 27, 2025

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

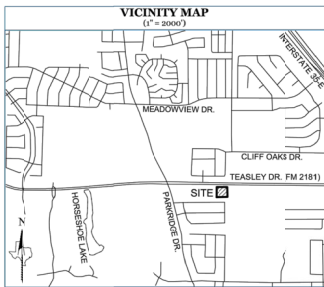
Consider and act on a site and landscape plan for the Lennon II Addition, Lot 9, Block A, being 1.798 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3280 block of FM 2181.

**AGENDA ITEM
SUMMARY:**

The properties north of Steeplechase North and south of FM 2181 were annexed into the Town in 2020. Per the zoning designation adopted in August 2020, 28.448 acres were zoned as the Lennon Creek Planned Development. The remaining 10.2 acres were designated Commercial-1 under the current zoning regulations with the following contingencies:

- (a) Southeast corner of Teasley Drive and Parkridge Drive zoned C-1 as a single lot with a maximum area of 60,000 square feet.
- (b) Balance of the Tract zoned C-1 proposed to subdivided into a maximum of 10 lots.

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



GENERAL NOTES

- The purpose of this plat is to create one (1) lot of record from an unplatted tract of land and dedicate easements.
- This property is located in Non-shaded Zone "X" as scaled from the F.E.M.A. Flood Insurance Rate Map dated June 19, 2020 and is located in Community Number 180774 as shown on Map Number 481210039H.
- The bearings and grid coordinates shown on this plat are based on GPS observations utilizing the AT Terra RTK Network, North American Datum of 1983 Adjustment (Realization 2011).
- Selling a portion of this addition by metes and bounds is a violation of Town Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
- All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.

TOWN APPROVAL BLOCK

Recommended for Approval

Chairman, Planning & Zoning Commission _____ Date _____
 Town of Hickory Creek, Texas

Approved For Preparation of Final Plat

Mayor _____ Date _____
 Town of Hickory Creek, Texas

TOWN APPROVAL BLOCK

The undersigned, the own secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the **LENNON II ADDITION, LOT 9, BLOCK A** to the Town of Hickory Creek was submitted to the town council on the _____ of _____, 20____, and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and said council further authorized the Mayor to note the acceptance thereof by signing his/her name as hereinafter subscribed.

Witness my hand this _____ day of _____, A.D. 2025.

Town Secretary, Town of Hickory Creek, Texas

THE LAKE CITIES MUNICIPAL UTILITY AUTHORITY (LCMA) SHALL HAVE THE RIGHT TO AT ALL TIMES AND WITHOUT THE PERMISSION OF THE PROPERTY OWNER, ANKOR HOA, ACCESS, PATROL, INSPECT, OPERATE, MAINTAIN, REPAIR OR REPLACE ALL PUBLIC WATER AND SANITARY SEWER FACILITIES, LOCATED WITHIN EASEMENTS AND/OR HOA LOTS SHOWN ON THIS PLAT. MAINTENANCE OF SAID EASEMENTS OR HOA LOTS SHALL BE THE RESPONSIBILITY OF THE LOT OWNER/HOA, AND LCMA SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY IMPROVEMENTS (LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, SIGNAGE LIGHTING, ETC.) LOCATED WITHIN THE EASEMENT OR HOA LOT'S SHOWN ON THIS PLAT.

ON THE DAY OF 20____, ALL PERMANENT LAKE CITIES MUNICIPAL UTILITY AUTHORITY (LCMA) EASEMENTS DEDICATED PER THIS PLAT WERE APPROVED AND ACCEPTED BY:

SIGNED:

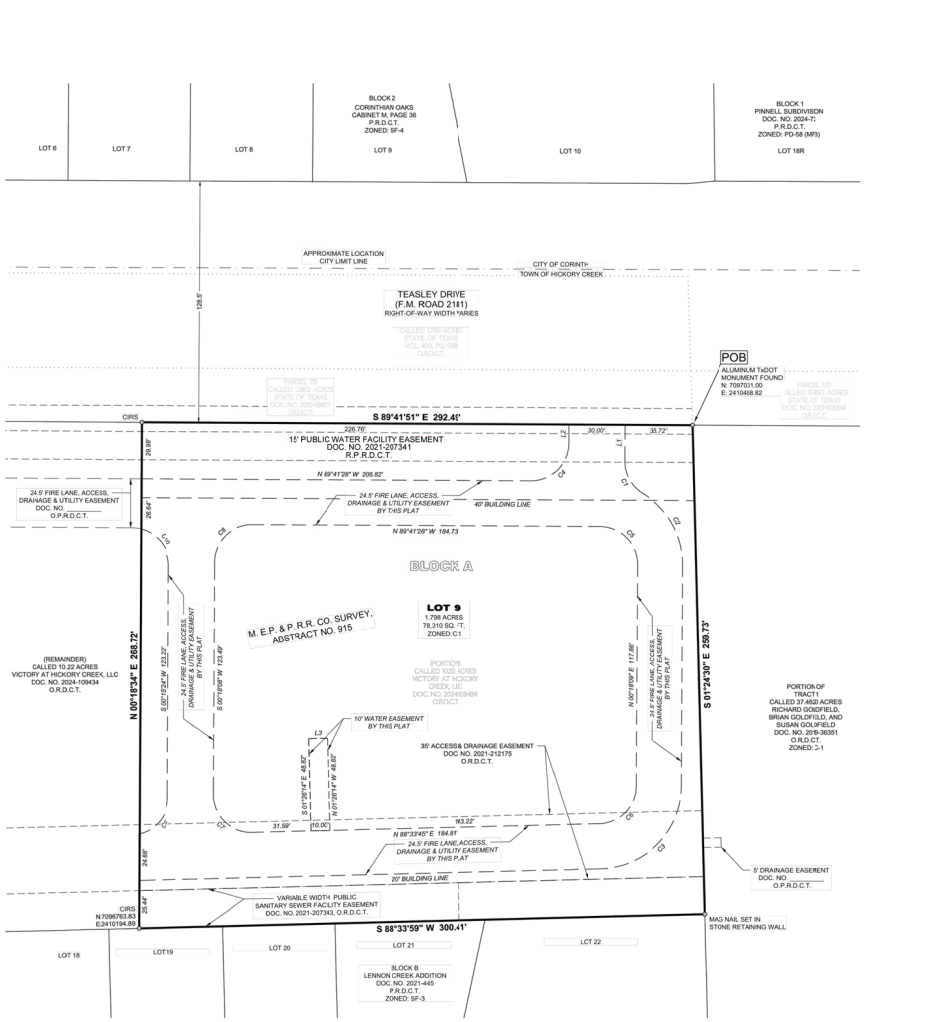
MIKE FAIRFIELD
 GENERAL MANAGER
 LCMA

SURVEYOR
 Eagle Surveying, LLC
 Contact: Brad DeWalt
 222 S. Elm Street, Suite 300
 Denton, TX 76201
 (940) 222-3009

OWNER/DEVELOPER
 Victory At Hickory Creek, LLC
 Contact: Brad DeWalt
 1911 Turtle Creek Blvd, Suite 700
 Dallas, TX 75219
 (972) 701-4555

ENGINEER
 Claymoore Engineering
 Contact: Drew Dorosky
 1903 Central Dr. Ste. 408
 Dallas, Texas 76021
 (817) 281-0572

Eagle Surveying, LLC
 222 South Elm Street
 Suite: 300
 Denton, TX 76201
 940.222.3009
 www.eaglesurveying.com
 TX Firm # 10194177



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°18'15" E	18.15'
L2	South	8.88'
L3	S 88°32'46" W	10.00'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.59'	20.00'	58°58'40"	N 29°11'03" W	19.69'
C2	45.29'	44.00'	58°58'40"	N 09°11'11" W	43.32'
C3	67.78'	44.00'	88°15'36"	N 4°29'57" E	61.27'
C4	31.52'	20.00'	90°18'32"	S 4°50'46" W	28.36'
C5	31.41'	20.00'	89°59'32"	N 44°41'39" W	28.28'
C6	30.81'	20.00'	88°15'36"	N 4°29'57" E	27.85'
C7	32.69'	20.00'	91°44'23"	S 5°34'03" E	28.71'
C8	31.42'	20.00'	90°00'24"	S 4°19'20" W	28.26'
C9	28.49'	20.00'	75°52'54"	S 38°11'51" W	24.59'
C10	26.33'	20.00'	75°26'22"	S 7°27'47" E	24.47'

LEGEND

PS = PAGE	P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
VOL = VOLUME	P.R.D.C.T. = REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
CAB = CABINET	P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
IRF = IRON ROD FOUND	ITALICIZED TEXT = EASEMENT ANNOTATION / DEDICATION TEXT
CIR = CAPPED IRON ROD SET	--- = PLAT BOUNDARY
CRF = CAPPED IRON ROD FOUND	- - - - - = EASEMENTS
ADF = ALUMINUM DISK FOUND	--- = PLAT LOT LINE
POB = POINT OF BEGINNING	--- = ADJOINING PROPERTY LINE
SO.F. = SQUARE FEET	
DOC. NO. = DOCUMENT NUMBER	

OWNER'S CERTIFICATE

STATE OF TEXAS §
 COUNTY OF DENTON §

WHEREAS, **VICTORY AT HICKORY CREEK, LLC**, is the owner of a 1.798 acre tract of land out of the M. E.P. & P. R.R. Co. Survey, Abstract No. 915, situated in the Town of Hickory Creek, Denton County, Texas, being a portion of a called 10.22 acre tract of land conveyed as Parcel 15 to State of Texas by deed of record in Document Number 2010-58887 of said Official Records, and the southwest corner of a called 0.7652 acre tract of land conveyed as Parcel 120 to State of Texas by deed of record in Document Number 2010-10394 of said Official Records;

BEGINNING at an aluminum TxDOT monument found in the south right-of-way line of Teasley Drive (F.M. Road 2181 - right-of-way width varies), being the northeast corner of said 10.22 acre tract, also being the southeast corner of a called 1.0852 acre tract of land conveyed as Parcel 15 to State of Texas by deed of record in Document Number 2010-58887 of said Official Records, and the southwest corner of a called 0.7652 acre tract of land conveyed as Parcel 120 to State of Texas by deed of record in Document Number 2010-10394 of said Official Records;

THENCE S01°34'30"E, leaving the south right-of-way line of Teasley Drive, along the east line of said 30 acre tract, a distance of 258.73 feet to a mag nail set in a stone retaining wall at the northeast corner of Block B of Lennon Creek Addition, a subdivision of record in Document Number 2021-446 of the Plat Records of Denton County, Texas;

THENCE S88°33'59"W, along the north line of said Block B of Lennon Creek Addition, a distance of 300.41 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE N00°18'15" E, over and across said 10.22 acre tract, a distance of 268.72 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set in the south right-of-way line of said Teasley Drive;

THENCE S89°41'51"E, along the south right-of-way line of Teasley Drive and the common south line of said Parcel 115, being the common north line of said 10.22 acre tract, a distance of 292.49 feet to the **POINT OF BEGINNING**, and containing an area of 1.798 acres (78,310 square feet) of land.

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, **VICTORY AT HICKORY CREEK, LLC**, does hereby adopt this plat designating the hereinabove described property as **LENNON II ADDITION, LOT 9, BLOCK A**, an addition to the Town of Hickory Creek, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and easements shown thereon. The streets are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat, including, but not limited to, building, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements. If approved by the Town of Hickory Creek, its addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the easements of the Town of Hickory Creek and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Hickory Creek and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, performing maintenance, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all planning ordinances, rules, regulations and resolutions of the Town of Hickory Creek, Texas

WITNESS, my hand, this _____ day of _____, 2025.

OWNER: VICTORY AT HICKORY CREEK, LLC

By: _____ Date _____
 Brad DeWalt, Authorized Agent

STATE OF TEXAS §
 COUNTY OF DENTON §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Brad DeWalt**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2025.

CERTIFICATE OF SURVEYOR

Notary Public in and for the State of Texas

STATE OF TEXAS §
 COUNTY OF DENTON §

THAT I, **MATTHEW RAABE**, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Development Ordinance of the Town of Hickory Creek, Texas.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Matthew Raabe, R.P.L.S. # 6402 _____ Date _____

STATE OF TEXAS §
 COUNTY OF DENTON §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **MATTHEW RAABE**, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2025.

Notary Public in and for the State of Texas

FINAL PLAT
LENNON II ADDITION
LOT 9, BLOCK A

BEING 1.798 ACRES OF LAND SITUATED IN THE
 M.E.P. & P. R.R. CO. SURVEY, ABSTRACT NO. 915
 TOWN OF HICKORY CREEK,
 DENTON COUNTY, TEXAS



January 15, 2025
AVO 37638.200

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

**Re: Victory Phase 2 Hickory Creek (Lot 9, Block A – Lennon II Addition)
Final Plat
1st Review**

Dear Ms. Chaudoir:

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

Halff has reviewed the Final Plat and recommends approval of the Final Plat contingent on addressing the following comments below. Please note the Preliminary Plat was approved on July 25, 2024. Please also note the Preliminary Site & Landscape Plan was reviewed and comments provided by separate letter. Please also note the Stormwater Management Plan and Drainage Study/Downstream Assessment was reviewed and comments provided by separate letter. Acceptance of Final Plat should be contingent upon acceptance of the Preliminary Plat, Site & Landscape Plan, and Stormwater Management Plan and Drainage Study/Downstream Assessment.

General

1. Refer to attached Town checklist markups for additional comments.
2. Refer to attached plat markup for all additional comments.
3. Update all years in signature blocks to 2025.

Final Plat

1. Please include minimum building setback lines for front, side and rear lot per Town Zoning Ordinance requirements and zoning designation.
2. Please submit tax certificates or tax statement(s) proving payment of taxes on property.
3. There are discrepancies between the approved preliminary plat for this lot and this final plat. Please provide letter fully outlining all alterations from the approved Preliminary Plat.



Sincerely,

HALFF

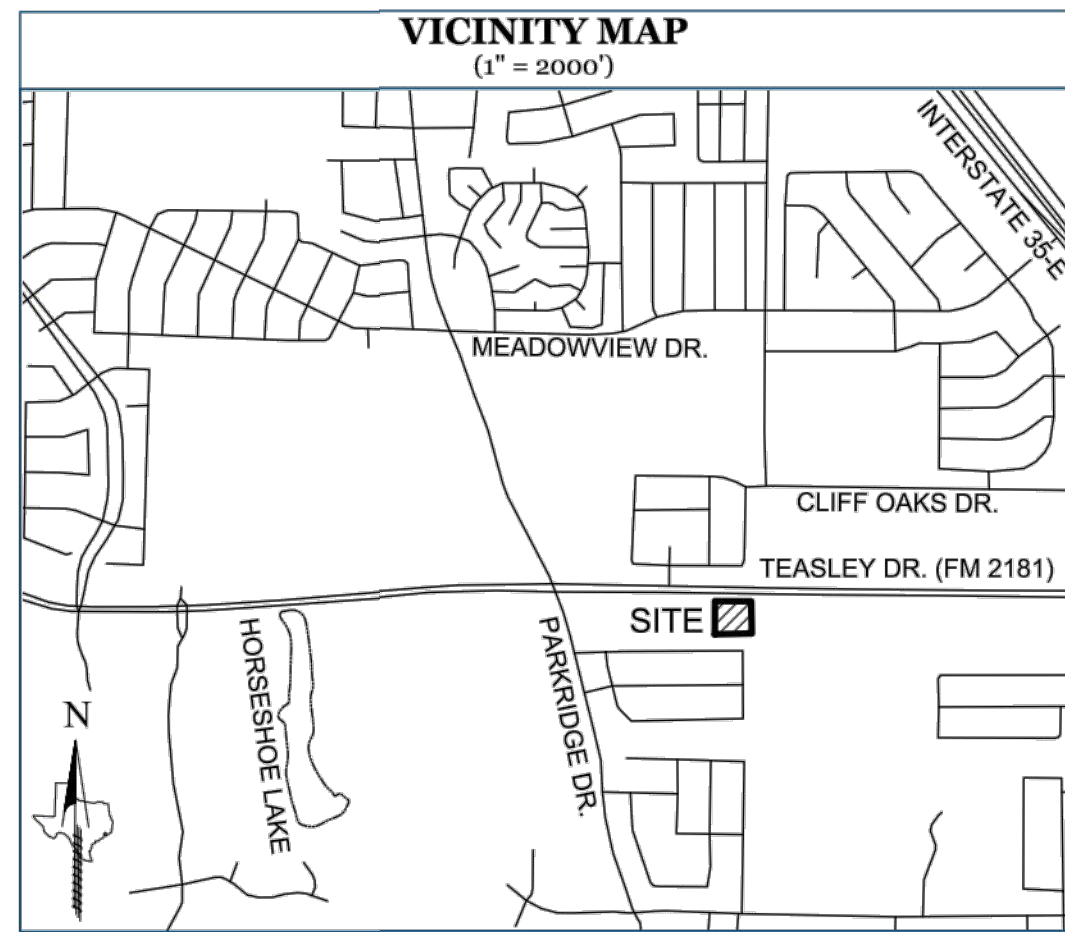
TBPELS Engineering Firm No. 312

A handwritten signature in black ink, appearing to read "Kevin Gronwaldt".

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

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

Attachment: Final Plat markup
Town Checklist markup



- GENERAL NOTES**
- The purpose of this plat is to create one (1) lot of record from an unplatted tract of land and dedicate easements.
 - This property is located in **Non-shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated June 19, 2020 and is located in Community Number 480774 as shown on Map Number 48121C0393H.
 - The bearings and grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).
 - Selling a portion of this addition by metes and bounds is a violation of Town Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
 - All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.

TOWN APPROVAL BLOCK

Recommended for Approval _____ Date _____

Chairman, Planning & Zoning Commission
Town of Hickory Creek, Texas

Approved For Preparation of Final Plat _____ Date _____

Mayor
Town of Hickory Creek, Texas

TOWN APPROVAL BLOCK

The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the **LENNON II ADDITION, LOT 9, BLOCK A** to the Town of Hickory Creek was submitted to the town council on the _____ of _____, 20____, and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and said council further authorized the Mayor to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Witness my hand this _____ day of _____ A.D., 2024.

Town Secretary, Town of Hickory Creek, Texas

THE LAKE CITIES MUNICIPAL UTILITY AUTHORITY (LCMUA), SHALL HAVE THE RIGHT TO, AT ALL TIMES AND WITHOUT THE PERMISSION OF THE PROPERTY OWNER, AND/OR HOA, ACCESS, PATROL, INSPECT, OPERATE, MAINTAIN, REPAIR OR REPLACE ALL PUBLIC WATER AND SANITARY SEWER FACILITIES, LOCATED WITHIN EASEMENTS AND/OR HOA LOTS SHOWN ON THIS PLAT. MAINTENANCE OF SAID EASEMENTS OR HOA LOTS SHALL BE THE RESPONSIBILITY OF THE LOT OWNER/HOA, AND LCMUA SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY IMPROVEMENTS (LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, SIGNAGE, LIGHTING, ETC.) LOCATED WITHIN THE EASEMENTS OR HOA LOTS SHOWN ON THIS PLAT.

ON THE DAY _____ OF 20____, ALL PERMANENT LAKE CITIES MUNICIPAL UTILITY AUTHORITY (LCMUA) EASEMENTS DEDICATED PER THIS PLAT WERE APPROVED AND ACCEPTED BY:

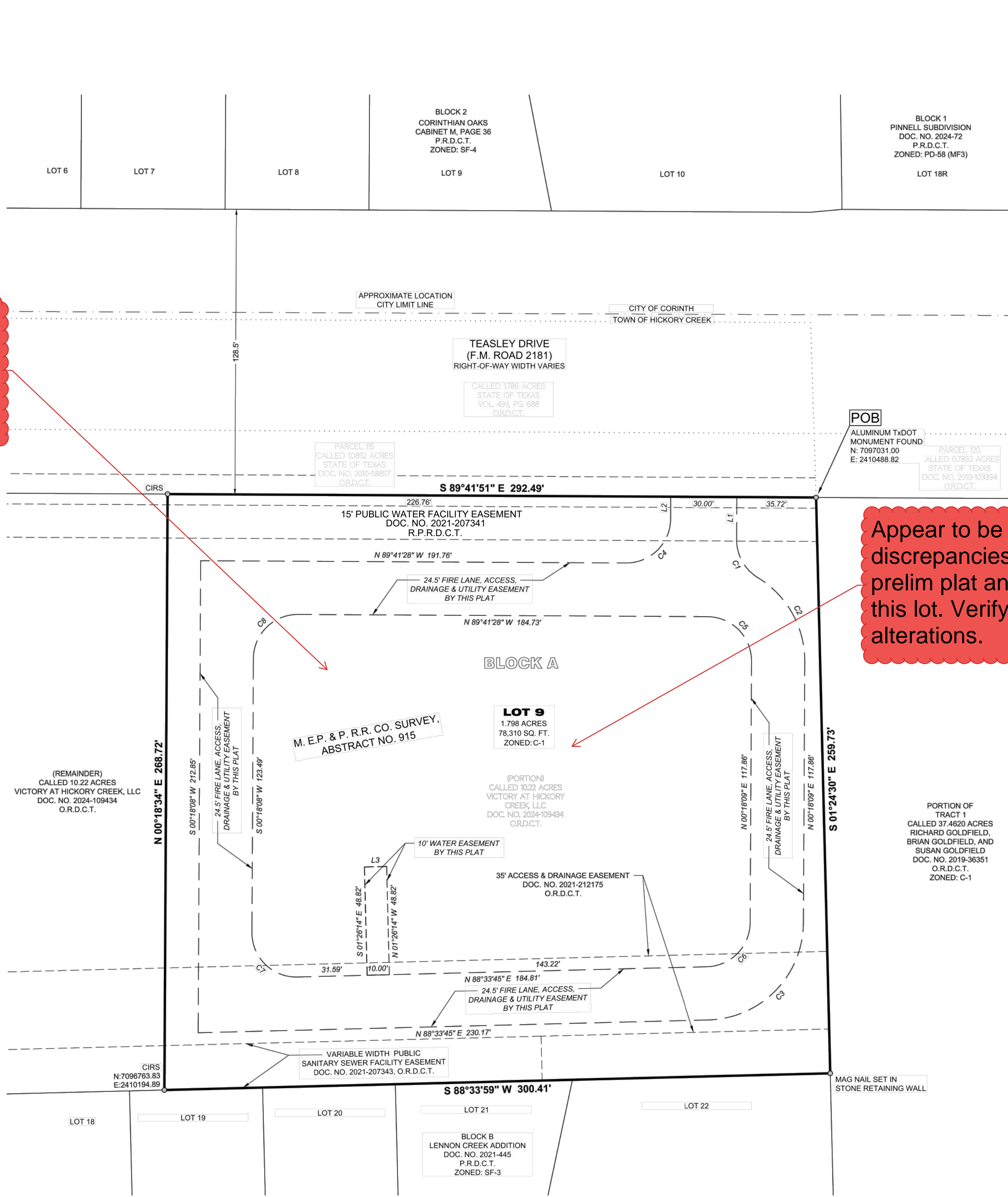
SIGNED: _____
MIKE FAIRFIELD
GENERAL MANAGER
LCMUA

SURVEYOR
Eagle Surveying, LLC
Contact: Brad Eubanks
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009

OWNER/DEVELOPER
Victory At Hickory Creek, LLC
Contact: Brad Devault
2911 Turtle Creek Blvd. Suite: 700
Dallas, TX 75219
(972) 707-9555

ENGINEER
Claymore Engineering
Contact: Drew Donosky
1903 Central Dr. Ste. 406
Bedford, Texas 76021
(817) 281-0572

Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177



Need minimum building setback lines

Appear to be some discrepancies between prelim plat and final plat for this lot. Verify and detail all alterations.

LINE TABLE

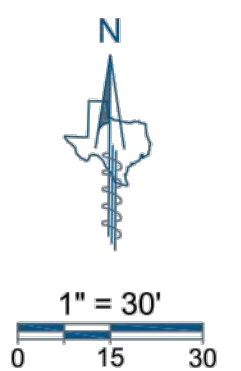
LINE	BEARING	DISTANCE
L1	N 00°18'15" E	19.15'
L2	South	9.88'
L3	S 88°33'46" W	10.00'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.59'	20.00'	58°58'46"	N 29°11'08" W	19.69'
C2	45.29'	44.00'	58°58'40"	N 29°11'11" W	43.32'
C3	67.78'	44.00'	88°15'36"	N 44°25'57" E	61.27'
C4	31.52'	20.00'	90°18'32"	S 45°09'16" W	28.36'
C5	31.41'	20.00'	89°59'37"	N 44°41'39" W	28.28'
C6	30.81'	20.00'	88°15'36"	N 44°25'57" E	27.85'
C7	32.02'	20.00'	91°44'23"	S 45°34'03" E	28.71'
C8	31.42'	20.00'	90°00'24"	S 45°18'20" W	28.29'

LEGEND

PG = PAGE	P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
VOL = VOLUME	R.P.R.D.C.T. = REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
CAB = CABINET	O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
IRF = IRON ROD FOUND	ITALICIZED TEXT = EASEMENT ANNOTATION / DEDICATION TEXT
CIRS = CAPPED IRON ROD SET	----- = PLAT BOUNDARY
CIRF = CAPPED IRON ROD FOUND	----- = EASEMENTS
ADF = ALUMINUM DISK FOUND	----- = PLAT LOT LINE
POB = POINT OF BEGINNING	----- = ADJOINING PROPERTY LINE
SQ. FT. = SQUARE FEET	
DOC. NO. = DOCUMENT NUMBER	



OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, **VICTORY AT HICKORY CREEK, LLC**, is the owner of a 1.798 acre tract of land out of the M. E. P. & P. R.R. Co. Survey, Abstract No. 915, situated in the Town of Hickory Creek, Denton County, Texas, being a portion of a called 10.22 acre tract of land conveyed to Victory At Hickory Creek, LLC by special warranty deed of record in Document Number 2024-109434 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

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

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

THENCE, S88°33'59"W, along the north line of said Block B of Lennon Creek Addition, a distance of 300.41 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, N00°18'15"E over and across said 10.22 acre tract, a distance of 268.72 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set in the south right-of-way line of said Teasley Drive;

THENCE, S89°41'51"E, along the south right-of-way line of Teasley Drive and the common south line of said Parcel 115, being the common north line of said 10.22 acre tract, a distance of 292.49 feet to the **POINT OF BEGINNING**, and containing an area of 1.798 acres (78,310 square feet) of land.

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, **VICTORY AT HICKORY CREEK, LLC**, does hereby adopt this plat designating the hereinabove described property as **LENNON II ADDITION, LOT 9, BLOCK A**, an addition to the Town of Hickory Creek, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and easements shown thereon. The streets are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the Town of Hickory Creek. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Hickory Creek's use thereof. The Town of Hickory Creek and public utility entities shall have the right to remove and keep covered all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Hickory Creek and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, polling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Hickory Creek, Texas

WITNESS, my hand, this the _____ day of _____, 2024.

BY: _____
Brad Devault, Authorized Agent

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Brad Devault**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

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

Notary Public in and for the State of Texas

Matthew Raabe, R.P.L.S. # 6402 _____ Date _____

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **MATTHEW RAABE**, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

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

Notary Public in and for the State of Texas

FINAL PLAT
LENNON II ADDITION
LOT 9, BLOCK A

BEING 1.798 ACRES OF LAND SITUATED IN THE
M.E.P. & P. R.R. CO. SURVEY, ABSTRACT NO. 915
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS



**TOWN OF HICKORY CREEK
ENGINEERING DESIGN MANUAL**

CHECKLISTS

Please make sure the plans you are submitting are in accordance with this checklist. The following checklist will be used during the Plan Review.

Plat Application: Preliminary Plat Preliminary Replat
 Final Plat Final Replat

Engineering Plan: Preliminary Final

Site Construction Plan: Preliminary Final Post Construction

Storm Water Management: Conceptual Preliminary Final

Project Information

A. Name of Development: Lennon II Addition (Lot 9,Block A) B. Date: 12/18/2024

C. Location of Development: SEC of Teasley Drive (FM 2181) and Parkridge Drive

D. Type of Development: Commercial - Retail/Restaurant

E. Total area (acres): 1.798

F. Proposed Land Uses (zoning designations): C-1

G. Anticipated project schedule: N/A

H. Name of Owner: Victory Real Estate Group

I. Owner Telephone No.: 972-707-9555 J. FAX No.: _____

K. Owner Contact Name: Brad Devault

L. Owner Address: 2911 Turtle Creek Blvd., Dallas, TX 75219

M. Owner Email Address: _____

N. Engineer/Surveyor's Name: E: Drew Donosky, PE - S: Matthew Raabe

O. Engineer/Surveyor's Email Address: E: drew@claymooreeng.com

P. Engineer/Surveyor Firm: Claymoore Engineering - Eagle Surveying, LLC

- 18. Number each proposed lot and block. Provide the proposed number of lots. Yes ___ No ___ N/A ___
- 19. Existing two (2) foot interval contours referenced to NAD. Yes ___ No ___ N/A ___
- 20. Proposed streets, alleys, drainage ways, parks, open spaces, easements, other public areas and other rights-of-way within the subdivision. Dimensions of all easements and rights-of-way. Yes ___ No ___ N/A ___
- 21. Dimensions for all lots. Gross acreage for all non-residential lots. Approximate acreage for areas in residential use. Approximate acreage of streets, parks, and other non-residential uses. Yes ___ No ___ N/A ___
- 22. Front building setback lines, side and rear building setback lines. Yes ___ No ___ N/A ___
- 23. Preliminary Storm Water Management Plan meeting the requirements of the Engineering Design Manual shall be submitted with the Preliminary Plat. (Checklist in App. C) Yes ___ No ___ N/A ___
- 24. Preliminary Plat approval block as described by the Subdivision Regulation Ordinance. Yes ___ No ___ N/A ___
- 25. Where the Preliminary Plat is part of a larger area owned by the Applicant that will be subsequently subdivided, provide a layout of the larger area showing the tentative layout of streets, blocks, drainage, water, sewerage, and other improvements for the larger area. Yes ___ No ___ N/A ___

FINAL PLAT CHECKLIST

- 1. Ten (10) Sets of Final Plats submitted to the Town Yes ___ No ___ N/A
- 2. Final plats shall be placed on maximum 24" x 36" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. Yes No ___ N/A ___
- 3. Title or name of the subdivision preceded by the words "Final Plat" Yes No ___ N/A ___
- 4. Name address and telephone number of the owner, applicant, survey, and/or engineer. Yes No ___ N/A ___
- 5. Vicinity map and key map if multiple sheets are needed. Yes No ___ N/A ___
- 6. Date, written and graphic scale, and north arrow. Yes No ___ N/A ___
- 7. Boundary line of subdivision drawn with a heavy line and with bearings, dimensions and curve data. Yes No ___ N/A ___
- 8. Names of adjoining subdivisions with lots and blocks shown with dashed lines and/or property owners of record for all contiguous unplatted properties. Yes No ___ N/A ___

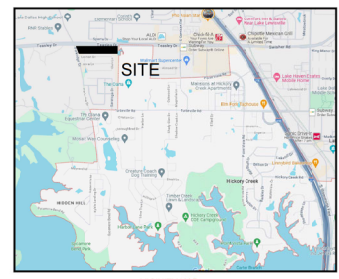
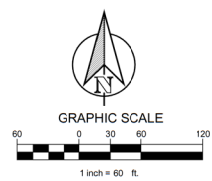
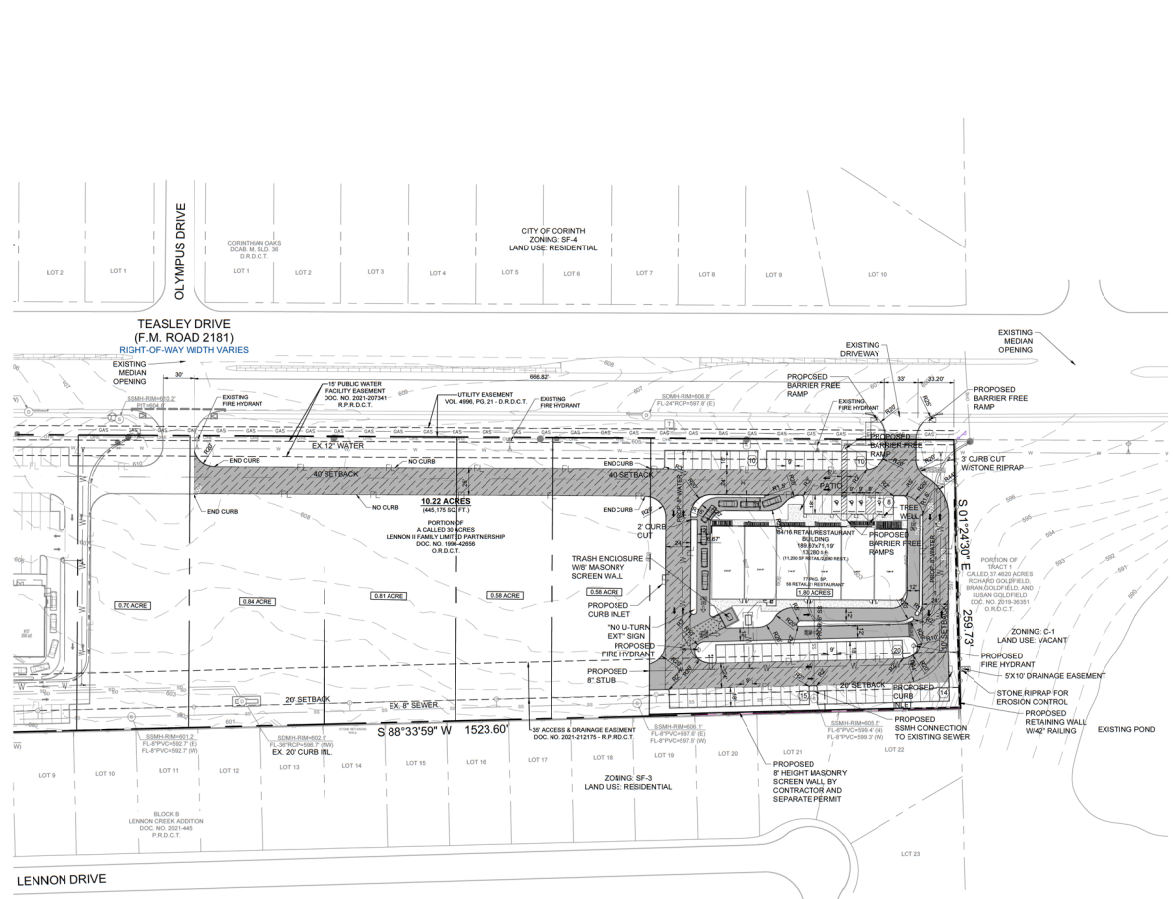
9. Town limits, if applicable. Yes No N/A
10. Proposed streets, alleys, drainageways, parks, open spaces, easements, other public areas and other rights-of-way within the subdivision including dimensions, bearings and curve data. Yes No N/A
11. Location, dimension, description and recording information for all existing rights-of-way, railroad rights-of-way, easements or other public ways on or adjacent to the property being platted. Yes No N/A
12. Location and description of all permanent monuments and control points Yes No N/A
13. Final Storm Water Management Plan meeting the requirements of the Engineering Design Manual shall be submitted with the Preliminary Plat. (Checklist in App. C) Yes No N/A **under review, comments provided by separate letter.**
14. Floodways / Floodplains (FEMA):
- a. Show the ultimate 100-year water surface elevation. Yes No N/A
 - b. Show floodplain and floodway boundaries. Yes No N/A
 - c. Drainage Floodway easement limits Yes No N/A
 - d. Minimum fill and floor elevations specified. Yes No N/A
15. Minimum building setback lines. Yes No N/A
16. Lot and block numbers. Yes No N/A
17. Approval block in the form prescribed by the Subdivision Regulations Ordinance. Yes No N/A
18. Abutting property owner names and recording information. Yes No N/A
19. Gross acreage of the land being subdivided Yes No N/A
26. Added the note for buildings within 1,000 feet from existing oil or gas well as described by the Subdivision Regulation Ordinance. Yes No N/A
20. Owner's certificate of deed or dedication with the following:
- a. Metes and bounds description. Yes No N/A
 - b. Representation that dedicators own the property. Yes No N/A
 - c. Dedication statement. Yes No N/A
 - d. Reference and identification or name of final plat. Yes No N/A
 - e. Surveyor certification in the form prescribed by the Subdivision Regulation Ordinance. Yes No N/A

21. Certificate showing all taxes have been paid. Yes ___ No N/A ___
22. A letter fully outlining and alterations from the approved Preliminary Plat. Yes ___ No N/A ___

ENGINEERING SITE PLAN – Each Engineering Site Plan shall include:

1. Engineering Site plans shall be placed on maximum 22" x 34" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. Yes ___ No ___ N/A ___
2. Title block in lower right hand corner including:
- a. Subdivision name with lot and block number. Yes ___ No ___ N/A ___
 - b. Area in acres. Yes ___ No ___ N/A ___
 - c. Metes and bounds description including survey name and abstract number. Yes ___ No ___ N/A ___
 - d. Town and County. Yes ___ No ___ N/A ___
 - e. Preparation Date. Yes ___ No ___ N/A ___
3. Name, address and telephone number of the owner, applicant, and surveyor/engineer. Yes ___ No ___ N/A ___
4. Vicinity map and key map, if multiple sheets are needed. Yes ___ No ___ N/A ___
5. Written scale, graphic scale and north arrow. Yes ___ No ___ N/A ___
6. Approximate distance to the nearest street. Yes ___ No ___ N/A ___
7. Site boundaries, dimensions, lot lines and lot areas. Yes ___ No ___ N/A ___
8. Legend. Yes ___ No ___ N/A ___
9. Site data summary table including:
- a. Zoning. Yes ___ No ___ N/A ___
 - b. Proposed use. Yes ___ No ___ N/A ___
 - c. Building area (gross square footage). Yes ___ No ___ N/A ___
 - d. Building height (feet and inches). Yes ___ No ___ N/A ___
 - e. Area of impervious surface. Yes ___ No ___ N/A ___
 - f. Total Parking: Required and provided. Yes ___ No ___ N/A ___
 - g. Number of handicap parking spaces. Yes ___ No ___ N/A ___
 - h. Number of dwelling units and number of bedrooms (multifamily). Yes ___ No ___ N/A ___

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



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

DEVELOPER
 VICTORY REAL ESTATE GROUP
 2311 TURTLE CREEK BLVD.
 SUITE #700
 DALLAS, TX 75219
 PH. 972.707.9555
 CONTACT: BRAD DEVAULT

ENGINEER
 CLAYMOORE ENGINEERING
 1903 CENTRAL DR.
 SUITE #400
 BEDFORD, TX 76021
 PH. 817.281.0572
 CONTACT: DREW DONOSKY, PE
 EMAIL: DREW@CLAYMOOREENG.COM

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

SITE PLAN		
VICTORY PHASE 2 RETAIL		
1.80 ACRES LOT 9, BLOCK A		
BENING A PORTION OF A CALLED 30 ACRE TRACT OF LAND CONVEYED TO LENNON II LIMITED PARTNERSHIP BY DEED RECORDED IN DOC. NO. 1988-0268 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS		
TOWN	STATE	
HICKORY CREEK	TEXAS	
COUNTY	SURVEY	ABSTRACT NO.
DENTON	M.E.P. & P.R.R.	91E

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°24'30" E	89.87'
L2	N 22°58'09" W	136.67'
L3	N 22°23'11" W	21.80'
L4	N 38°04'38" E	17.10'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	21.34'	1530.00'	0°47'56"	N 18°32'53" W	21.34'
C2	73.39'	500.59'	7°07'19"	N 13°23'14" W	73.34'
C3	59.98'	309.59'	11°06'02"	N 17°22'40" W	59.87'

- NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
 - AN EXTRA SACK OF CEMENT PER CUBIC YARD IS REQUIRED FOR ALL HAND POURS.
 - ALL RIGID PAVEMENT WITHIN THE TOWN RIGHT-OF-WAY OR UNDER A FIRE LANE SHALL BE PER TOWN STANDARDS AND DETAILS.
 - ALL HVAC UNITS TO BE ROOF MOUNTED.
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SITE DATA TABLE	
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EXISTING ZONING	C-1 COMMERCIAL
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PROPOSED BUILDING AREA	13,280 SF
PROPOSED BUILDING HEIGHT	29' - 0"
FLOOR COVERAGE	16.96%
LOT AREA RATIO	0.17:1
IMPERVIOUS COVERAGE	62,536 SF (79.9%)

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



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

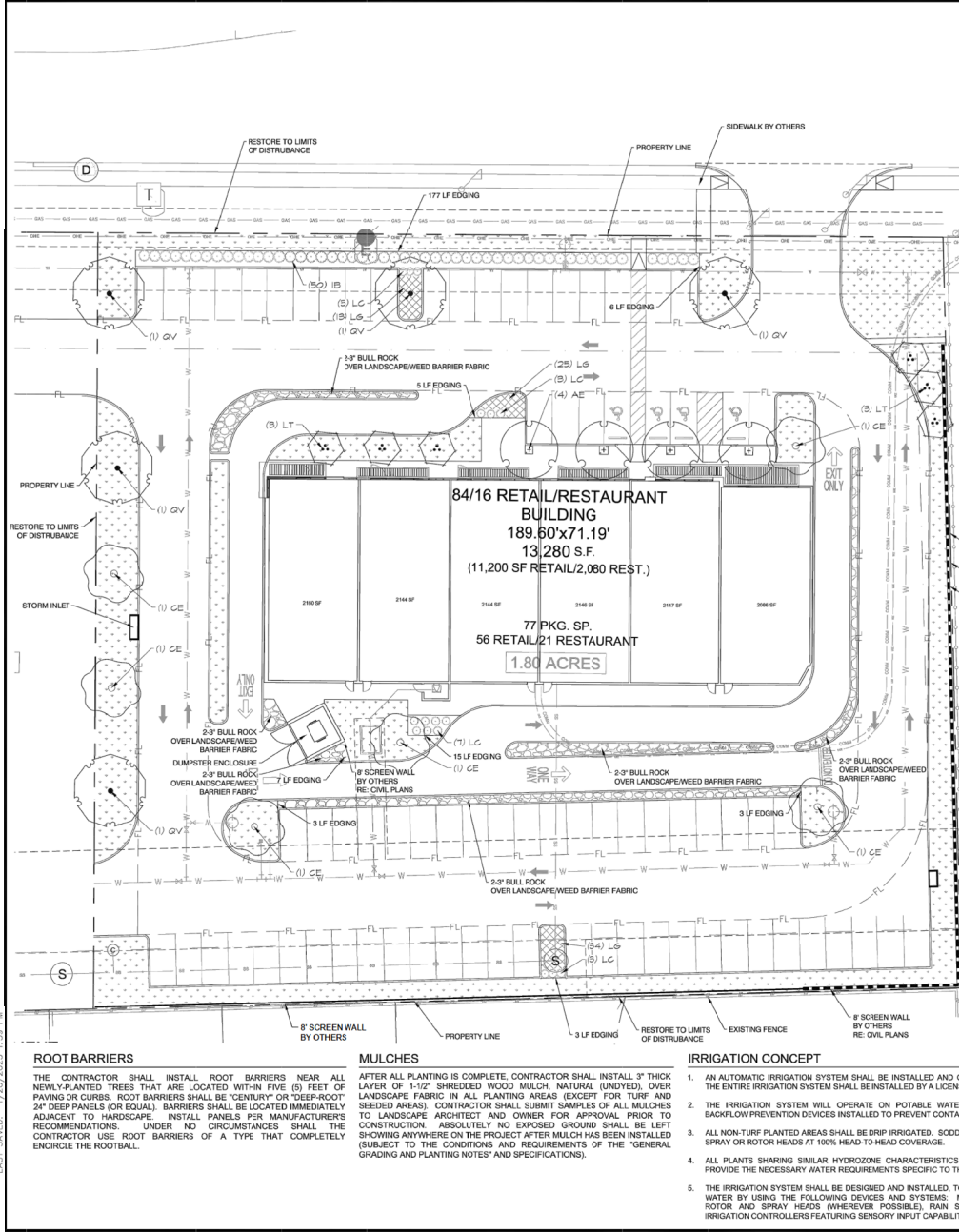
NO.	DATE	REVISION

SITE PLAN

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

SHEET	
SP-1	

COMPUTER PLOT DATE: 1/20/2025 2:05 PM
 PLOT DATE: 1/20/2025 2:05 PM
 LAST SAVED: 1/20/2025 1:59 PM



GENERAL GRADING AND PLANTING NOTES

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- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION UNLESS OTHERWISE NOTED OTHERWISE.
- IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE TOP OF FINISH GRADE. SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN 4" OF FINISH GRADE. SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- CONTRACT AND FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMAL SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL FLOODING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
- THE LANDSCAPE CONTRACTOR SHALL EXTEND THE EXPORT OF ANY SOIL TO BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
- ENSURE THAT THE "FINISH GRADE" IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 2" BELOW THE ADJACENT FINISH GRADE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. "LAYER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
- ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH GRADE OF THE WALKS. "LAYER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
- IF ANY CONFLICTS OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ALL PLANT LOCATIONS ARE UNDIMENSIONED. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AGENCY ARE MET (E.G. MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES SHOWN ON LEGENDS AND CALCULATIONS FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALCD (FOR GROUND COVER PATTERNS) SHALL TAKE PRECEDENCE.
- NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
- THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER'S REPRESENTATIVE TO INSPECT AND APPROVE OR REJECT ALL PLANTS BELONGING TO THE JOBITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CAL.	CONT.	SIZE
LT	6	6	Lagerstroemia x Tansu Japanese Craple Myrtle Multi-Trunk	2' Cal.	Cont.	5' HT MIN OVERALL
OV	6	6	Quercus virginiana Southern Live Oak	3' Cal.	Cont. or B4B	10'-12'
CE	6	6	Junus assefolia Cedar Elm	3' Cal.	Cont. or B4B	10'-12'
AE	4	4	Junus parvifolia 'Emer II' Alice Lovelace Elm	3' Cal.	Cont. or B4B	10'-12'
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	SIZE
IB	50	50	Ilex cornuta 'Burfordiana' Nana	5 GAL	36" OC	24" Min. Ht.
LC	17	17	Loropetalum chinense Chinese Fringe Flower	5 GAL	36" OC	24" Min. Ht.
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	SIZE
GT	11,260 sf	11,260 sf	Cynodon dactylon 'Tif 419'	sod		
L6	12	12	Bermuda grass Liriodendron gigantieum Sweet Liriodendron	1 gal	24" OC	Container PVI

LANDSCAPE CALCULATIONS

ZONING: C-COMMERCIAL
 ADJACENT PARCELS ALSO TO EAST & WEST HAVE C-COMMERCIAL ZONING
 ADJACENT PARCELS TO SOUTH HAVE SF-3-RESIDENTIAL ZONING

BUILDING FOOTPRINT: 13,280 SF
TOTAL SITE AREA: 84,250 SF
LANDSCAPE AREA REQUIRED: 11,907 SF (15% OF GROSS SITE AREA)
LANDSCAPE AREA PROVIDED: 14,565 SF (18.3%)
SITE TREES REQUIRED: 19 TREES / 10 TREES/ACRE
SITE TREES PROVIDED: 22 TREES (ALL TREES ARE INCLUDED TO FULL A REQUIREMENT)

RIGHT OF WAY SCREENING TEASLEY LANE
 FRONTAGE LENGTH: 261 LF (NOT INCLUDING WIDTH OF DRIVEWAY)
 HEDGE REQUIRED: MIN. 3' HIGH CONTINUOUS EVERGREEN 5'SHRUBS
 HEDGE PROVIDED: 52 EVERGREEN SHRUBS, MIN 3' HT.

PARKING LOT LANDSCAPING
 QUANTITY OF PARKING SPACES: 76 PARKING SPACES
 INTERNAL ISLAND TREES REQUIRED: 1 TREE PER 16 PARKING SPOTS (5 CANOPY TREES)
 INTERNAL ISLAND TREES PROVIDED: 5 CANOPY TREES
 INTERNAL ISLAND SHRUBS REQUIRED: 1 SHRUB PER 5 PARKING SPOTS (16 SHRUBS)
 INTERNAL ISLAND SHRUBS PROVIDED: 16 SHRUBS

REFUSE CONTAINER SCREEN
 6' HEIGHT SCREEN REQUIRED. SCREEN WALL PROVIDED

NO EXISTING TREES ON SITE

ROOT BARRIERS

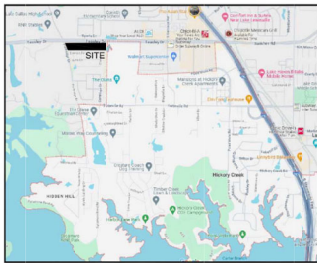
THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO LANDSCAPE. INSTALL PANELS PER MANUFACTURER'S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

MULCHES

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

IRRIGATION CONCEPT

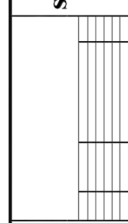
- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
- THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
- ALL NON-TURF PLANTED AREAS SHALL BE SPRINKLER IRRIGATED. SOODED AND SEEDING AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
- ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.



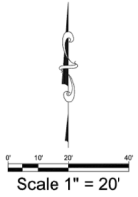
CLAY MOORE ENGINEERING



**RETAIL DEVELOPMENT
 SEC TEASLEY DRIVE (FM218) AND
 PARKRIDGE DRIVE
 HICKORY CREEK, TEXAS**



LANDSCAPE PLANTING



LP-1



January 15, 2025
AVO 37638.200

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

**Re: Victory Phase 2 Hickory Creek (Lot 9, Block A – Lennon II Addition)
Site Plan and Landscape Plan
1st Review**

Dear Ms. Chaudoir:

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

Halff has reviewed the Site Plan and Landscape Plan and offers the following comments. Please note the Stormwater Management Plan and Drainage/Downstream Assessment is under review by separate letter, and acceptance of Site Plan and Landscape Plan should be contingent upon acceptance of a Preliminary Stormwater Management Plan.

General

1. Refer to Town checklist markup for additional comments.
2. Refer to attached markups for all additional comments.
3. Please address comments and markups on the attached markups and provide response letter and annotated responses on plans.

Preliminary Plat

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

Site Plan

1. For the Title Block in the lower right corner, please include the subdivision/addition name with lot and block number are missing, acreage needs to be revised to reflect the lot's acreage (not full block), and development name should be updated as appropriate.
2. Please consider relocation of the two handicap parking spaces across the front drive/fire lane. See Markup.
3. Please include minimum building setback lines for side lot per Zoning Ordinance requirements.
4. Please verify the designated delivery or loading and unloading area (i.e. delivery/freight trucks), the current note appears to be pulled from the Phase 1 site plan and is inaccurate for this site's layout.

5. Please provide the size, location, dimensions and details of all signs and exterior lighting of signs, including type of standards, locations and radius of light and intensity of foot-candles. If none, please confirm. Building elevations show lighting for building. All signage and exterior building lighting is subject to approval by the Building Inspections Department.
6. Please include location and sizes of storm drains, culverts, inlets and other drainage features on or adjacent to the site.
7. Please include locations, widths, and types of all existing and proposed easements.
8. Per Article XIII, Section 3(2), "all commercial areas adjacent to residential areas shall be separated from the residential area by the erection of a sight barrier fence which must be a minimum of eight feet in height, fully opaque, and constructed of 100 percent masonry materials." Please include such barrier along the southern site/lot boundary to at least the extent of proposed construction (including fire lane/access drives). Refer to markup.
9. All work within TxDOT right-of-way (ROW) will require a permit/approval from TxDOT. Please consult the Denton Area Office for permit requirements.
10. As in the previous Phase of this development for Lot 3, Town Engineer expresses concern to having dual, drive-thru lanes on either side of the building, which may create a cyclical queuing effect in busy hours or for high-demand restaurants/businesses. Best practice is to locate drive-in/drive-thru lane facilities that do not impede vehicular traffic flow or pedestrian movement and safety. Current layout may force cars to queue in front of parking spaces, including possible blocking of handicap spaces, and along the fire lane (front lot) and dumpster pad (back lot) and potentially impede traffic flow and pedestrian movement/safety. Request developer/engineer address this concern, show data on queue lanes provided being sufficient or provide information on the expected restaurant user/business popularity.

Tree Preservation and Landscape Plan

1. Please show and label all screening walls, fences, retaining walls, headlight screens and service area screens, including heights and types, as needed on the Landscape Plan. Refer to Site Plan comment regarding required masonry screen wall along southern boundary.
2. Please correct discrepancy in dumpster enclosure height between the site plan and landscape plan.
3. Please update the quantity of trees shown in the plant material tables vs what is shown in the plan and called for in "Trees Provided" section.
4. Please see markups for comment requesting confirmation there is no site distance issue with trees and shrubs at the exit of the south/eastern drive thru lane.

Sincerely,

HALFF

TBPELS Engineering Firm No. 312



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



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

Attachment: Site and Landscape Plan markups
Town Checklist markup

PLOTTED BY: DAN CABALLERO
 PLOT DATE: 12/2/2024 12:31 PM
 LOCATION: Z:\PROJECTS\PROJECTS\2024-061 VICTORY REAL ESTATE GROUP VICTORY HICKORY CREEK\ADD SHEETS\PHASE 2 CIVIL\SP-1 SITE PLANDING
 LAST SAVED: 11/29/2024 5:24 PM

This is not an ideal handicap parking location. Being on the opposite end of not only a fire lane, but the main drive lane for this lot and adjacent others. Would prefer all handicap spaces be located as such to create the shortest accessible route distance to the building i.e. with the other handicap space right next to the building since it appears space allows.

Where is this ramp meant to send pedestrians? No designated pedestrian crossing markings... is this ramp needed? Is the curb cut meant to be an accessible path/refuge or more for drainage

How will this be achieved with the front drive being fire lane and the adjacent parking and drive-thru in this area. Was middle drive intended for deliveries/loading?

Will need screen wall.

Don't see any proposed drainage features labeled on this site plan, please confirm/add.

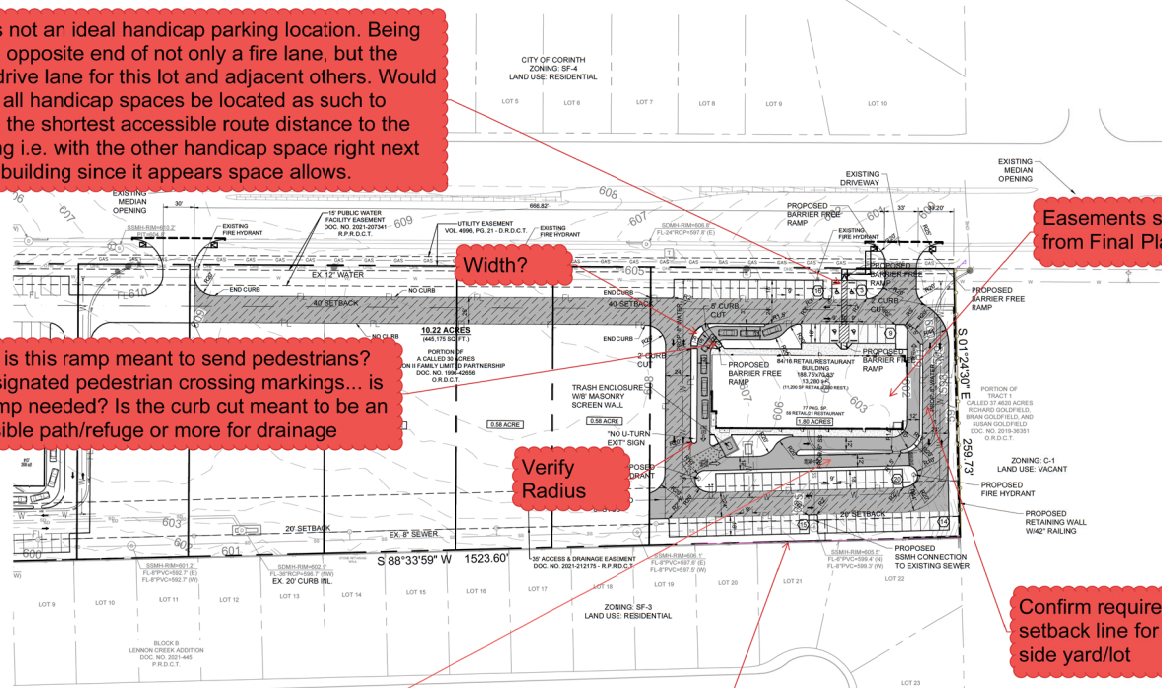
Easements shown from Final Plat?

Confirm required setback line for side yard/lot

1.80 Acres? Not entire block

Addition, Lot and Block Number?

Victory Phase 2?



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

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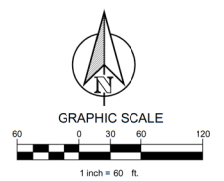
DEVELOPER
 VICTORY REAL ESTATE GROUP
 2311 TURTLE CREEK BLVD.
 SUITE #700
 DALLAS, TX 75219
 PH. 972.707.9555
 CONTACT: BRAD DEVAULT

ENGINEER
 CLAYMOORE ENGINEERING
 1903 CENTRAL DR.
 SUITE #406
 BEDFORD, TX 76021
 PH. 817.281.0572
 CONTACT: DREW DONOSKY, PE
 EMAIL: DREW@CLAYMOOREENG.COM

SURVEYOR
 EAGLE SURVEYING, LLC
 210 SOUTH ELM STREET
 SUITE 104
 DENTON, TEXAS 76201
 PH: 940.222.3008

SITE PLAN
 RETAIL DEVELOPMENT
 0.22 ACRES
 LEGAL DESCRIPTION
 BEING A PORTION OF A CALLED 30 ACRE TRACT OF LAND CONVEYED TO LENNON II LIMITED PARTNERSHIP BY DEED RECORDED IN DOC. NO. 1989-0368 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS

TOWN: HICKORY CREEK STATE: TEXAS
 COUNTY: DENTON SURVEY: M.E.P. & P.R.R. ABSTRACT NO.: 91E



CLAYMOORE ENGINEERING
 125651
 12/2/2024

RETAIL DEVELOPMENT SEC TEASLEY DRIVE (FM218) AND PARKRIDGE DRIVE HICKORY CREEK, TEXAS

SITE PLAN

DESIGN: ASD
 DRAWN: ASD
 CHECKED: ASD
 DATE: 12/2/2024

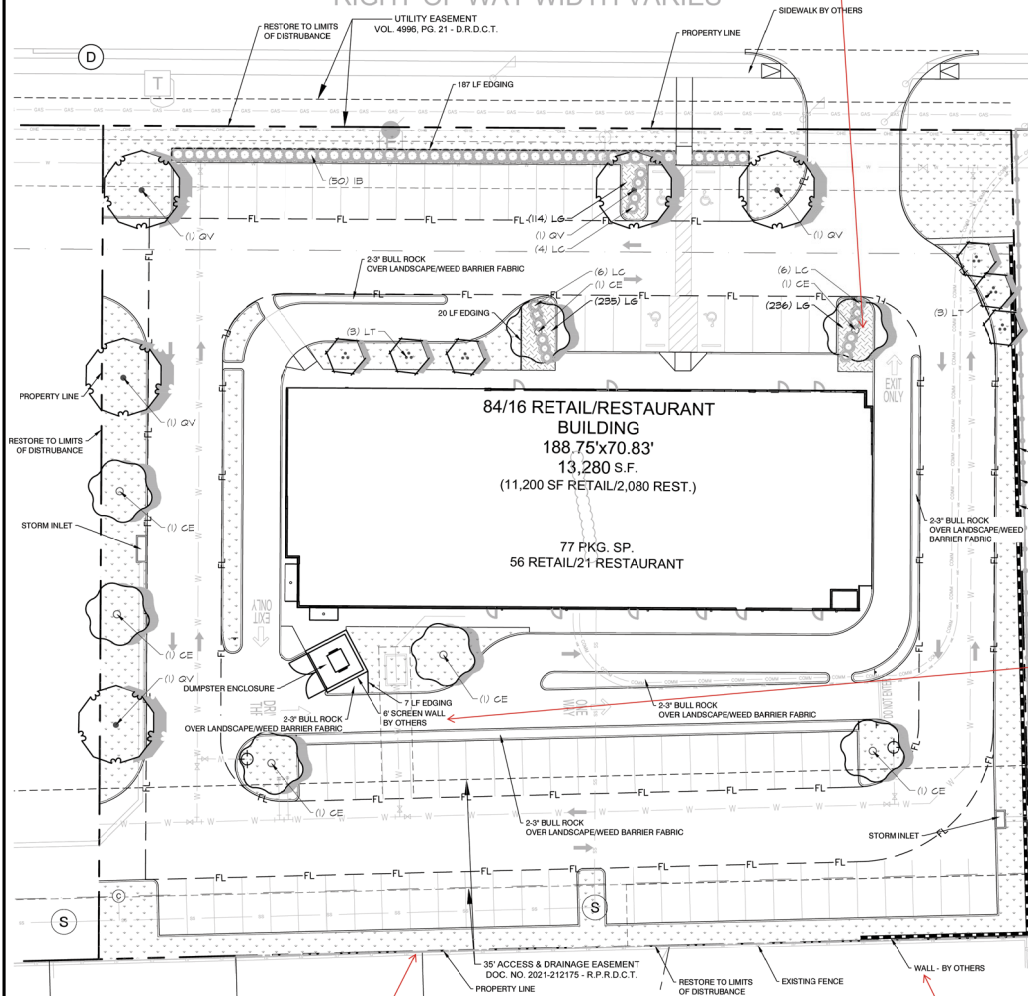
SHEET SP-1

File No: 2024-061

TEASLEY DRIVE
(F.M. ROAD 2181)

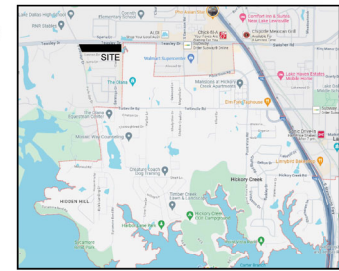
RIGHT-OF-WAY WIDTH VARIES

Will these shrubs/tree create site distance issues for vehicles exiting the drive-thru?



GENERAL GRADING AND PLANTING NOTES

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ AND WILL COMPLY WITH THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EXISTING REGULATION EXCEPT WHERE NOTED TO REMAIN. IN THE CONTEXT OF THESE PLANS, NOTES AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
- BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN A 1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED TO MEET THE REQUIREMENTS OF THE GRADING PLANS.
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- ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPE THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 1" AWAY FROM THE WALKS.
- SHOULDER CONTACTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E. MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.). THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES. PLANT QUANTITIES SHOWN ON LEGENDS AND CALCULATIONS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN FOR INDIVIDUAL SYMBOLS OR CALCULATED FOR GROUP COVER MATERIALS SHALL TAKE PRECEDENCE.
- NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS). THE CONTRACTOR SHALL PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER'S REPRESENTATIVE TO INSPECT AND APPROVE ALL PLANTS DELIVERED TO THE JOB SITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.



CLAYMOORE ENGINEERING



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

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CAL.	CONT.	
LT	5	1	Lagerstroemia "Polaris" Crape Myrtle Multi-Trunk	2' Gal.	Cont.	
QV	5	1	Quercus virginiana Southern Live Oak	3' Gal.	Cont. or B4B	
CE	1	1	Ulmus crassifolia Cedar Elm	3' Gal.	Cont. or B4B	
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	SIZE
IB	30	1	Ilex cornuta 'Burfordii' Nana Dwarf Burford Holly	5 GAL	36" OC	24" Max. Ht.
LC	17	1	Loropetalum chinense Chinese Fringe Flower	5 GAL	36" OC	24" Max. Ht.
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	SIZE
CT	12658	1	Cynodon dactylon Tri 41"	500		
LS	357	1	Bermuda Grass Cynara glauca Giant Liriodie	1 gal	24" O.C.	Container Full

Quantity shows 19, count is 18

8' per Site Plan

LANDSCAPE

- ZONING: C-COMMERCIAL
ADJACENT PARCELS ALSO TO EAST & WEST HAVE C-COMMERCIAL ZONING
ADJACENT PARCELS TO SOUTH HAVE SF-3-RESIDENTIAL ZONING
- BUILDING FOOTPRINT: 13,280 SF
TOTAL SITE AREA: 1.80 AC (79,384 SF)
DIA: 84,250 SF
LANDSCAPE AREA REQUIRED: 11,907 SF (15% OF GROSS SITE AREA)
LANDSCAPE AREA PROVIDED: 15,776 SF (19.9%)
SITE TREES REQUIRED: 18 TREES (10 TREES/ACRE)
SITE TREES PROVIDED: 18 TREES (ALL TREES ARE INCLUDED TO FULFILL A REQUIREMENT)
- RIGHT OF WAY SCREENING TEASLEY LANE
FRONTAGE LENGTH: 261 LF (NOT INCLUDING WIDTH OF DRIVEWAY)
HEDGE REQUIRED: MIN. 3' HIGH CONTINUOUS EVERGREEN SHRUBS
HEDGE PROVIDED: 50 EVERGREEN SHRUBS, MIN 3' HT.
- PARKING LOT LANDSCAPING
QUANTITY OF PARKING SPACES: 77 PARKING SPACES
INTERNAL ISLAND TREES REQUIRED: 1 TREE PER 15 PARKING SPOTS (15 CANOPY TREES)
INTERNAL ISLAND TREES PROVIDED: 15 CANOPY TREES
INTERNAL ISLAND SHRUBS REQUIRED: 1 SHRUB PER 5 PARKING SPOTS (16 SHRUBS)
INTERNAL ISLAND SHRUBS PROVIDED: 16 SHRUBS
- REFUSE CONTAINER SCREEN
6' HEIGHT SCREEN REQUIRED: 6' HEIGHT SCREEN WALL PROVIDED
- NO EXISTING TREES ON SITE

ROOT BARRIERS

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

MULCHES

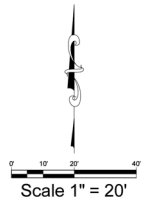
AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO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

IRRIGATION CONCEPT

- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
- THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
- ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SOODED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
- ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THIS HYDROZONE.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED TO WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATC, ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSOR, IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITY.

Screen wall?

Screening Wall would need to extend full length of back lot, atop this retaining wall



LANDSCAPE PLANTING

LP-1

PLOTTED BY: ERIC SHERLEY
 PLOT DATE: 12/2/2024 8:33 AM
 LOCATION: P:\SHARED PROJECTS\2024\RETAIL DEVELOPMENT - HICKORY CREEK TX - SEC TEASLEY DRIVE DEV HICK CREEK 2024-12-02.DWG
 LAST SAVED: 12/2/2024 8:32 AM



**TOWN OF HICKORY CREEK
ENGINEERING DESIGN MANUAL**

CHECKLISTS

Please make sure the plans you are submitting are in accordance with this checklist. The following checklist will be used during the Plan Review.

Plat Application: Preliminary Plat Preliminary Replat
 Final Plat Final Replat

Engineering Plan: Preliminary Final

Site Construction Plan: Preliminary Final Post Construction

Storm Water Management: Conceptual Preliminary Final

Project Information

A. Name of Development: Lennon II Addition (Lot 9,Block A) B. Date: 1/15/2024

C. Location of Development: SEC of Teasley Drive (FM 2181) and Parkridge Drive

D. Type of Development: Commercial - Retail/Restaurant

E. Total area (acres): 1.80

F. Proposed Land Uses (zoning designations): C-1

G. Anticipated project schedule: N/A

H. Name of Owner: Victory Real Estate Group

I. Owner Telephone No.: 972-707-9555 J. FAX No.: _____

K. Owner Contact Name: Brad Devault

L. Owner Address: 2911 Turtle Creek Blvd., Dallas, TX 75219

M. Owner Email Address: _____

N. Engineer/Surveyor's Name: E: Drew Donosky, PE - S: Matthew Raabe

O. Engineer/Surveyor's Email Address: E: drew@claymooreeng.com

P. Engineer/Surveyor Firm: Claymoore Engineering - Eagle Surveying, LLC

21. Certificate showing all taxes have been paid. Yes ___ No ___ N/A ___
22. A letter fully outlining and alterations from the approved Preliminary Plat. Yes ___ No ___ N/A ___

ENGINEERING SITE PLAN – Each Engineering Site Plan shall include:

1. Engineering Site plans shall be placed on maximum 22" x 34" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. Yes No ___ N/A ___
2. Title block in lower right hand corner including:
- a. Subdivision name with lot and block number. Yes ___ No N/A ___
- b. Area in acres. [Acreage shown, but incorrect amount for this site](#) Yes ___ No N/A ___
- c. Metes and bounds description including survey name and abstract number. Yes No ___ N/A ___
- d. Town and County. Yes No ___ N/A ___
- e. Preparation Date. Yes No ___ N/A ___
3. Name, address and telephone number of the owner, applicant, and surveyor/engineer. Yes No ___ N/A ___
4. Vicinity map and key map, if multiple sheets are needed. Yes No ___ N/A ___
5. Written scale, graphic scale and north arrow. Yes No ___ N/A ___
6. Approximate distance to the nearest street. Yes No ___ N/A ___
7. Site boundaries, dimensions, lot lines and lot areas. Yes No ___ N/A ___
8. Legend. Yes No ___ N/A ___
9. Site data summary table including:
- a. Zoning. Yes No ___ N/A ___
- b. Proposed use. Yes No ___ N/A ___
- c. Building area (gross square footage). Yes No ___ N/A ___
- d. Building height (feet and inches). Yes No ___ N/A ___
- e. Area of impervious surface. Yes No ___ N/A ___
- f. Total Parking: Required and provided. Yes No ___ N/A ___
- g. Number of handicap parking spaces. Yes No ___ N/A ___
[See comment on ADA space locations.](#)
- h. Number of dwelling units and number of bedrooms (multifamily). Yes ___ No ___ N/A

10. Existing improvements within 75' of the subject property. Yes No N/A
11. Land use, zoning, subdivision name, recording information and adjacent owners. Yes No N/A
12. Building locations, sizes, and dimensions. Yes No N/A
13. Distance between buildings on the same lot. Yes No N/A
14. Building lines and setbacks. [Add building side yard setback as needed](#) Yes No N/A
15. Dimensions of all drive lanes and traffic flow arrows. Yes No N/A
16. FEMA floodplains with elevations, and minimum finished floor elevations (include the floodplain note shown on the final plat). Yes No N/A
17. Public streets, private drives, and fire lanes with pavement widths and including rights-of-way, median openings, turn lanes, existing driveways, adjacent existing driveways with dimensions, radii, and surface. Yes No N/A
18. Distances between existing and proposed driveways. Yes No N/A
19. Loading and unloading areas. [Need to revise/amend note on site plan.](#) Yes No N/A
20. Ramps, crosswalks, sidewalks and barrier-free ramps with dimensions. Yes No N/A
21. Locations of dumpsters and trash compactors with height and material of screening. Yes No N/A
22. Size, location, dimensions and details of all signs and exterior lighting of signs, including type of standards, locations and radius of light and intensity of foot-candles. All signage are subject to approval by the Building Inspections Department. Yes No N/A
23. Location and sizes of existing and proposed water and sewer mains. Yes No N/A
24. Location of fire hydrants. Yes No N/A
25. Location and sizes of storm drains, culverts, inlets and other drainage features on or adjacent to the site. Yes No N/A
26. Locations, widths, and types of existing and proposed easements. Yes No N/A
27. Provide an elevation of all four sides of the building including materials, colors and dimensions at an architectural scale of 1"=20'. Yes No N/A
28. Landscape plan provided on separate sheet to show the following:
- a. Natural features including tree masses and anticipated tree loss. Yes No N/A
 - b. Floodplains, drainageways and creeks. Yes No N/A
 - c. Screening walls and fences, retaining walls, headlight screens, and service area screens including height and type of construction. [Discrepancy on trash enclosure screening wall height. Not showing screening wall at back of lot.](#) Yes No N/A

- d. Existing and preserved trees including location, size, and species. Yes ___ No ___ N/A
- e. Landscaping materials including location and size. Yes No ___ N/A ___
- f. Proposed plant materials. Yes No ___ N/A ___
- g. Note to indicate type and placement of irrigation system. Yes No ___ N/A ___
- 29. 2" x 3" blank box in lower right corner for Town use. Yes ___ No ___ N/A
- 30. Additional information as requested to clarify the proposed development. Yes No ___ N/A ___

COVER SHEET * - The cover sheet shall include:

- 1. Project title and type of project. Yes ___ No ___ N/A ___
- 2. Location map. Yes ___ No ___ N/A ___
- 3. Disposal site for excess excavation. Yes ___ No ___ N/A ___
- 4. Index of Sheets (if not included on its own sheet). Yes ___ No ___ N/A ___
- 5. Approval blocks for Town including Town Engineer and Director of Public Works. Yes ___ No ___ N/A ___
- 6. Professional Engineer's seal, signature and date. Yes ___ No ___ N/A ___
- 7. "Release for Construction" note. Yes ___ No ___ N/A ___

* NOTE: If the Cover Sheet is not furnished, information should appear on other sheets.

GENERAL

- 1. North arrow clearly shown on each plan sheet. Yes ___ No ___ N/A ___
- 2. Bench marks shown on each sheet; located on permanent structure outside of construction limits and conveniently spaced (500' +). Yes ___ No ___ N/A ___
- 3. Title blocks, title, sheet number and scales shown. Yes ___ No ___ N/A ___
- 4. Each sheet must bear the seal of a Licensed Professional Engineer, signature, and date. Yes ___ No ___ N/A ___
- 5. Street names on each sheet. Yes ___ No ___ N/A ___
- 6. Property owners and property lines shown. Yes ___ No ___ N/A ___
- 7. Submit four (4) sets of plans for review on 22" x 34" sheets. Yes ___ No ___ N/A ___
- 8. Prepare plans on 22" x 34" sheets allowing for half size reduction to 11" x 17". Yes ___ No ___ N/A ___
- 9. Text shall be legible on the half size 11" x17" plans. Yes ___ No ___ N/A ___
- 10. Place standard general notes on plans. Yes ___ No ___ N/A ___

TOWN OF HICKORY CREEK

FINANCIAL STATEMENTS
AND
ACCOUNTANTS' OPINION

SEPTEMBER 30, 2024

TOWN OF HICKORY CREEK

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Members:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC
ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED
PUBLIC ACCOUNTANTS

**HANKINS, EASTUP, DEATON,
TONN, SEAY & SCARBOROUGH**
A Limited Liability Company

CERTIFIED PUBLIC ACCOUNTANTS

902 NORTH LOCUST
P.O. BOX 977
DENTON, TX 76202-0977
TEL. (940) 387-8563
FAX (940) 383-4746

Independent Auditors' Report

Honorable Mayor and Town Council
Town of Hickory Creek, Texas

Opinion

We have audited the accompanying financial statements of the governmental activities, the discretely presented component units and each major fund of the Town of Hickory Creek as of and for the year ended September 30, 2024 and the related notes to the financial statements, which collectively comprise the Town of Hickory Creek's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the discretely presented component units and each major fund of the Town of Hickory Creek as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financials section of our report. We are required to be independent of the Town of Hickory Creek and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Hickory Creek's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with general accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town of Hickory Creek's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Hickory Creek's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 6 through 12 and the Texas Municipal Retirement System schedules on pages 52 through 56 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Hickory Creek’s basic financial statements. The combining and individual fund financial statements and schedules listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 2, 2024 on our consideration of the Town of Hickory Creek, Texas’s internal control over financial reporting and on our test of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town of Hickory Creek, Texas’s internal control over financial reporting and compliance.



Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, LLC
Denton, Texas
December 2, 2024

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MANAGEMENT'S DISCUSSION & ANALYSIS

TOWN OF HICKORY CREEK

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2024

As management of the Town of Hickory Creek, we offer readers of the Town of Hickory Creek's financial statements this narrative overview and analysis of the financial activities of the Town of Hickory Creek for the year ended September 30, 2024. We encourage readers to consider the information presented here in conjunction with the Town's basic financial statements.

Financial Highlights

- The assets and deferred outflows of resources of the Town of Hickory Creek exceeded its liabilities and deferred inflows at September 30, 2024 by \$25,108,105. Of this amount, \$9,118,903 may be used to meet the government's ongoing obligations to citizens and creditors.
- The Town's total net position increased by \$1,028,162 during the fiscal year from the results of current year operations.
- As of September 30, 2024, the Town of Hickory Creek's governmental funds reported combined ending fund balances of \$13,616,394, an increase of \$699,808 in comparison with the beginning of the period. Approximately 79 percent of this total amount, \$10,756,701, is available for spending at the government's discretion (*unassigned fund balance*).
- At the end of the current period, unassigned fund balance for the general fund of \$10,756,701 was 177 percent of total general fund expenditures.

Overview of the Financial Statements

The management discussion and analysis are intended to serve as an introduction to the Town of Hickory Creek's basic financial statements. The Town of Hickory Creek's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Also included as a discretely presented component unit are the Hickory Creek Economic Development Corporation, which was formed on July 1, 2003 as the result of a successful 4B sales tax election, the Hickory Creek Public Improvement District No. 1, which was created on March 31, 2012 to finance certain public improvements within the District, the Hickory Creek Public Improvement District No. 2, which was created on September 18, 2012, to finance certain public improvements within the District, and the Hickory Creek Public Improvement District No. 3, which was created May 21, 2019, to finance certain public improvements within the District.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the Town of Hickory Creek's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Town of Hickory Creek's assets, deferred outflows of resources, deferred inflows of resources and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town of Hickory Creek is improving or deteriorating.

The statement of activities presents information showing how the Town's net position changed during the most recent period. All of the current period's revenues and expenses are taken into account regardless of when cash is received or paid. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). Both the statement of net position and the statement of activities are prepared utilizing the accrual basis of accounting as opposed to the modified accrual basis used in prior reporting models.

TOWN OF HICKORY CREEK

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2024

In the Statement of Net Position and the Statement of Activities, the Town is divided between two kinds of activities:

- **Governmental activities.** All of the Town's basic services are reported here, including the police, fire, library, community development, public works, park services, municipal court, and general administration. Property taxes, sales taxes, and franchise fees finance most of these activities.
- **Business-type activities.** The Town may charge a fee to customers to help it cover all or most of the cost of certain services it provides. The Town had no business-type activities during the current period.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund financial statements provide detailed information about the most significant funds, not the Town as a whole. Some funds are required to be established by state law or bond covenants. However, the Town Council may establish other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants and other money. All of the funds of the Town of Hickory Creek are considered governmental funds.

Governmental Funds. All of the Town's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at period-end that are available for spending. These funds are reported using an accounting method identified as the modified accrual basis of accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general operations and the basic services it provides. Governmental fund information helps the reader determine whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs. By comparing information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements, readers may better understand the long-term impact of the government's near-term financing decisions. The relationship or differences between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds are detailed in a reconciliation following the fund financial statements.

The Town of Hickory Creek maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, each of which are considered to be major funds.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the Town of Hickory Creek's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The Town of Hickory Creek does not currently have any fiduciary funds.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and funds financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information highlighting budgetary information for the general fund.

TOWN OF HICKORY CREEK

MANAGEMENT’S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2024

Government-wide Financial Analysis

The Town's combined net position was \$25,108,105, as of September 30, 2024. The Town first implemented GASB Statement No. 34, *Basic Financial Statement – and Management’s Discussion and Analysis – for State and Local Governments*, in fiscal year 2004. The following analysis presents both current and prior year data and discusses significant changes in the accounts. This analysis focuses on the net position (Table 1) and general revenues (Table 2) and changes in net position (Table 3) of the Town’s governmental activities.

The largest portion of the Town's net position reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, and infrastructure), less any related debt used to acquire those assets that is still outstanding. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Table 1
Net Position

	Governmental Activities	
	2023	2024
Current and other assets	\$ 13,462,864	\$ 14,041,732
Capital assets	20,680,482	20,496,599
Total assets	34,143,346	34,538,331
Deferred outflows of resources	1,075,346	848,961
Long-term liabilities outstanding	10,411,822	9,614,771
Other liabilities	502,161	366,358
Total liabilities	10,913,983	9,981,129
Deferred inflows of resources	224,760	298,058
Net Position:		
Net investment in capital assets	12,137,133	13,326,695
Restricted for:		
Street improvements/mntnce	1,578,015	1,340,537
Tree mitigation fees	570,625	913,875
Court security and technology	156,326	181,824
Drug forfeiture/seizure	-	98,481
Parks	76,068	127,790
Unrestricted	9,561,776	9,118,903
Total net position	\$ 24,079,943	\$ 25,108,105

TOWN OF HICKORY CREEK

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2024

The following table provides a summary of the Town's operations for the years ended September 30, 2023 and 2024.

Table 2
Changes in Net Position

	Governmental Activities	
	2023	2024
Revenues:		
Program Revenues:		
Charges for services	\$ 4,975,899	\$ 2,272,340
Operating grants and contributions	6,804	13,768
Capital grants and contributions	2,108,236	286,750
General Revenues:		
Property taxes	2,436,023	2,491,025
Sales taxes	2,213,113	2,240,657
Other taxes	384,046	436,388
Investment earnings	529,781	702,881
Miscellaneous	56,909	17,069
	<u>12,710,811</u>	<u>8,460,878</u>
Expenses:		
Administration	1,200,293	1,322,287
Police	2,140,986	2,287,587
Fire	970,692	970,692
Municipal court	433,292	456,510
Public works	1,919,901	2,145,745
Debt service - interest and fees	243,968	249,895
	<u>6,909,132</u>	<u>7,432,716</u>
Change in net position	5,801,679	1,028,162
Net position - October 1 (beginning)	18,278,264	24,079,943
Net position - September 30 (ending)	<u>\$ 24,079,943</u>	<u>\$ 25,108,105</u>

Total revenues decreased in the current fiscal year due to a reduction in building permit revenue and in capital grants for infrastructure projects. These reductions were offset partially by an increase in interest earnings, as rates remained at a high level throughout the fiscal year.

TOWN OF HICKORY CREEK

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2024

Financial Analysis of the Government's Funds

Governmental Funds. The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unreserved fund balance may serve as a useful measure of government's net resources available for spending at the end of the period.

As of the end of the current period, the Town's governmental funds reported combined ending fund balances of \$13,616,394, an increase of \$699,808 in comparison with the beginning of the period. Approximately 79.0 percent of this total amount (\$10,756,071) constitutes unassigned and assigned fund balance, which is available for spending at the Town's discretion. The remainder of fund balance is not available for new spending because it has already been committed or restricted 1) to pay for capital improvements (\$1,340,537), 2) to pay for court security and technology costs (\$181,824), 3) to liquidate prepaid items (\$141,150), 4) to pay for park maintenance (\$127,790), 5) CLFRF funds restricted for certain purposes (\$56,666), 6) drug forfeiture/seizure fund restricted for certain purposes (\$98,481), and 7) tree mitigation costs (\$913,875).

The general fund is the chief operating fund of the Town. At the end of the current period, unassigned fund balance of the general fund totaled \$10,756,701, while total fund balance was \$12,471,034. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 177.0 percent of total general fund expenditures, while total fund balance represents 205.2 percent of that same amount.

The fund balance of the Town's general fund increased by \$1,170,631 during the current year compared to a \$4,761,423 increase in the prior year. Key factors in this change are as follows:

- Revenues decreased \$3,497,659 or 32.5% from the previous year, primarily due to a decrease of \$2,438,926 in building permit revenue, and a decrease in Denton County funding for a road project (\$1,026,091).
- Expenditures increased \$132,876 or 2.29% from the previous year. Decreases in capital outlay expenditures were offset by increases in police department expenditures.

The fund balance of the Town's debt service fund remained unchanged from the prior year. Revenues and expenditures were comparable to the prior year and \$16,654 was transferred from the general fund to cover the excess of expenditures over revenues.

The fund balance of the capital projects decreased \$244,849 during the current year primarily due to \$260,200 capital outlay costs.

General Fund Budgetary Highlights

During the current year, the Town Council of the Town of Hickory Creek amended the budget for the General Fund on one occasion. The majority of the appropriation related to actions taken to fund unbudgeted items during the period.

The Town administration reviewed each supplemental appropriation throughout the year and determined that increased revenues or beginning fund balance provided sufficient reserves to recommend the increase.

The original budget reflected that the activity for the year would cause a \$98,055 increase in the available fund balance. The available fund balance for the general fund actually increased in the amount of \$1,170,631, due primarily to increases in sales tax, interest earnings and tree mitigation fees.

TOWN OF HICKORY CREEK

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2024

Capital Asset and Debt Administration

Capital Assets. The Town's investment in capital assets for its governmental activities as of September 30, 2024, amount to \$20,496,599 (net of accumulated depreciation). This amount represents a net decrease of \$183,883, or .89 percent, below the beginning of the year. The investment in capital assets includes land, buildings, equipment, vehicles, roads and construction in progress.

Major capital asset additions during the current year included the following:

<u>Description</u>	<u>Amount</u>
Engineering fees on upcoming road projects	\$ 231,244
Harbor Grove water line	75,611
Park docks	43,915
Broadband infrastructure costs	204,188
2 vehicles	134,134
Sidewalk Costs	52,133
Total	<u>\$ 741,225</u>

Table 4
Capital Assets at Year-end
(Net of Depreciation)

	<u>Governmental Activities</u>
Land	\$ 757,710
Buildings	2,577,806
Equipment and Vehicles	998,036
Street and Road Infrastructure	15,723,174
Construction in Progress	439,873
Totals	<u>\$ 20,496,599</u>

Additional information on the Town's capital assets can be found in Note 6 of this report.

Long-term Debt. At the end of the current period, the Town had general obligation bonds and related premiums outstanding of \$2,737,787, certificates of obligation outstanding of \$5,600,000, and accrued compensated absences of \$184,595, for a total of \$8,522,382.

The Town's total debt decreased by \$604,807 or 6.6% during the current year. No new debt was incurred during the year. Information on the Town's long-term debt can be found in Note 7 of this report.

TOWN OF HICKORY CREEK

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2024

Economic Factors and Next Year's Budgets and Rates

The Town of Hickory Creek continues to maintain a strong financial reserve due to the conservative approach managing the Town's resources and expenditures.

The Town Council adopted a balanced budget for 2024-2025 and adopted a tax rate of 0.223060 which represents the "No New Revenue Rate" as compared to 0.236686 adopted in 2023. The overall ad valorem values continue to rise offsetting a tax increase.

Residential growth slowed in 2024 with the completion of Sycamore Cove and Lennon Creek subdivisions in the first quarter of the fiscal year. Future growth could occur on a ranch tract located at Turbeville Road and Harbor Lane due to preliminary meetings with developers. Lake Sound, a multi-family development began construction and will be completed in the second quarter of the 2024-2025 fiscal year. An approximate 5-acre tract of land will be annexed into the Town with existing townhomes in the first quarter of the fiscal year.

Sales tax revenues continue to increase due to commercial growth. Chick-fil-A opened in October 2024 and construction of 35,000 square feet of retail space will be completed in 2025.

Roads and sidewalks continue to be top priority. Construction began on Harbor Lane with South Hook Street and Garth Lane to follow. Carlise Road, a shared project with Denton County and Lake Dallas will begin early spring 2025. Sidewalk Phase 4 began in November and should be completed in February 2025.

The 2024-2025 budget focuses on amenities for residents to enjoy including a nature preserve and observatory, amphitheater and a leisure center.

Requests for Information

This financial report is designed to provide a general overview of the Town's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Town of Hickory Creek, P.O. Box 1717, Lake Dallas, Texas 75065.

BASIC FINANCIAL STATEMENTS

TOWN OF HICKORY CREEK

**STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

	Primary Government		Component Units	
	Governmental Activities	Economic Development Corporation	Public Improvement District No. 1	
ASSETS				
Cash and Investments	\$ 13,188,029	\$ 3,007,985	\$ 431,720	
Receivables (net of allowance for uncollectibles):				
Taxes – Ad Valorem	93,511	-	-	
Taxes – Sales	466,045	-	-	
Taxes - Mixed Beverage	3,030	-	-	
Denton County	190,746	-	-	
Other	18,060	-	-	
Internal Balances	(58,839)	58,839	-	
Prepaid Costs	141,150	-	-	
Capital Assets:				
Land	757,710	1,643,898	-	
Buildings, net	2,577,806	-	-	
Equipment and Vehicles, net	998,036	-	-	
Street, Road, Park Infrastructure, net	15,723,174	-	3,062,228	
Construction in Progress	439,873	-	-	
Total Assets	<u>34,538,331</u>	<u>4,710,722</u>	<u>3,493,948</u>	
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Outflow Related to TMRS Pension	767,692	-	-	
Deferred Outflow Related to TMRS OPEB	2,080	-	-	
Deferred Charge on Bond Refunding	79,189	-	-	
Total Deferred Outflows of Resources	<u>848,961</u>	<u>-</u>	<u>-</u>	
LIABILITIES				
Accounts Payable	214,835	-	-	
Accrued Wages	43,221	-	-	
Accrued Interest	34,531	-	11,242	
Developer Escrow	-	-	-	
Due to State Agencies	73,771	-	-	
Long-term Liabilities:				
Due within one year	623,859	-	100,545	
Due in more than one year	7,898,523	-	3,381,985	
Net Pension Liability	1,047,701	-	-	
Net OPEB Liability	44,688	-	-	
Total Liabilities	<u>9,981,129</u>	<u>-</u>	<u>3,493,772</u>	
DEFERRED INFLOWS OF RESOURCES				
Deferred Inflow Related to TMRS Pension	287,076	-	-	
Deferred Inflow Related to TMRS OPEB	10,982	-	-	
Total Deferred Inflows of Resources	<u>298,058</u>	<u>-</u>	<u>-</u>	
NET POSITION				
Net Investment in Capital Assets	13,326,695	1,643,898	(420,302)	
Restricted for:				
Debt Retirement	-	-	218,865	
Economic Development	-	3,066,824	-	
Street Improvements/Maintenance	1,340,537	-	-	
Tree Mitigation Fees	913,875	-	-	
Court Security/Technology	181,824	-	-	
Drug Forfeiture/Seizure	98,481	-	-	
Parks	127,790	-	-	
Unrestricted Net Position	9,118,903	-	201,613	
Total Net Position	<u>\$ 25,108,105</u>	<u>\$ 4,710,722</u>	<u>\$ 176</u>	

The accompanying Notes are an integral part of this statement.

<u>Public Improvement District No. 2</u>		<u>Public Improvement District No. 3</u>	
\$	716,047	\$	494,229
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	3,125,961		3,291,350
	-		-
	<u>3,842,008</u>		<u>3,785,579</u>
	-		-
	-		-
	-		-
	-		-
	-		-
	17,846		14,179
	24,474		25,000
	-		-
	85,000		90,000
	3,755,000		3,640,000
	-		-
	-		-
	<u>3,882,320</u>		<u>3,769,179</u>
	-		-
	-		-
	-		-
	(714,039)		(438,650)
	367,323		297,792
	-		-
	-		-
	-		-
	-		-
	-		-
	306,404		157,258
\$	<u>(40,312)</u>	\$	<u>16,400</u>

TOWN OF HICKORY CREEK

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>
GOVERNMENTAL ACTIVITIES:				
General Government	\$ 1,322,287	\$ 49,602	\$ 10,000	\$ -
Police	2,287,587	521,397	-	-
Fire	970,692	-	-	-
Municipal Court	456,510	456,510	-	-
Public Works	2,145,745	1,244,831	3,768	286,750
Debt Service – Interest and Fees	249,895	-	-	-
Total Governmental Activities	<u>7,432,716</u>	<u>2,272,340</u>	<u>13,768</u>	<u>286,750</u>
TOTAL PRIMARY GOVERNMENT	<u>\$ 7,432,716</u>	<u>\$ 2,272,340</u>	<u>\$ 13,768</u>	<u>\$ 286,750</u>
COMPONENT UNITS:				
Economic Development Corporation	\$ 26,788	\$ -	\$ -	\$ -
Public Improvement District No. 1	284,459	-	-	-
Public Improvement District No. 2	375,557	-	-	-
Public Improvement District No. 3	331,096	-	-	-
TOTAL COMPONENT UNITS	<u>\$ 1,017,900</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

GENERAL REVENUES:

Taxes:

Property taxes – maintenance and operation

Property taxes – debt service

Sales taxes

Franchise taxes

Mixed beverage taxes

Hotel occupancy tax

Special Assessments

Investment Earnings

Lease Income

Miscellaneous

Total General Revenues and Special Items

Change in Net Position

NET POSITION, October 1 (beginning)

NET POSITION, September 30 (ending)

The accompanying Notes are an integral part of this statement.

Governmental Activities	Component Units			
	Economic Development Corp	Public Improvement District No. 1	Public Improvement District No. 2	Public Improvement District No. 3
\$ (1,262,685)	\$ -	\$ -	\$ -	\$ -
(1,766,190)	-	-	-	-
(970,692)	-	-	-	-
-	-	-	-	-
(610,396)	-	-	-	-
(249,895)	-	-	-	-
<u>(4,859,858)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>(4,859,858)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	(26,788)	-	-	-
-	-	(284,459)	-	-
-	-	-	(375,557)	-
-	-	-	-	(331,096)
<u>-</u>	<u>(26,788)</u>	<u>(284,459)</u>	<u>(375,557)</u>	<u>(331,096)</u>
1,657,730	-	-	-	-
833,295	-	-	-	-
2,240,657	320,094	-	-	-
389,702	-	-	-	-
40,601	-	-	-	-
6,085	-	-	-	-
-	-	278,054	368,067	325,412
702,881	150,866	27,060	43,810	32,349
-	15,000	-	-	-
17,069	203	-	-	-
<u>5,888,020</u>	<u>486,163</u>	<u>305,114</u>	<u>411,877</u>	<u>357,761</u>
1,028,162	459,375	20,655	36,320	26,665
<u>24,079,943</u>	<u>4,251,347</u>	<u>(20,479)</u>	<u>(76,632)</u>	<u>(10,265)</u>
<u>\$ 25,108,105</u>	<u>\$ 4,710,722</u>	<u>\$ 176</u>	<u>\$ (40,312)</u>	<u>\$ 16,400</u>

TOWN OF HICKORY CREEK

BALANCE SHEET-GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	<u>General Fund</u>	<u>Debt Service Fund</u>
ASSETS		
Cash and Investments	\$ 11,758,633	\$ -
Receivables (net of allowances for uncollectibles):		
Taxes –Ad Valorem	56,756	36,755
Taxes - Sales	466,045	-
Taxes - Mixed Beverage	3,030	-
Denton County	-	-
Other	18,060	-
Due from Other Funds	380,694	-
Prepaid Costs	141,150	-
Total Assets	<u>\$ 12,824,368</u>	<u>\$ 36,755</u>
LIABILITIES AND FUND EQUITY		
Liabilities:		
Current Liabilities:		
Accounts Payable	\$ 104,553	\$ -
Accrued Wages	43,221	-
Due to State Agencies	73,771	-
Due to EDC	58,839	-
Due to Reserve at Hickory Creek PID	16,194	-
Due to Other Funds	-	-
Total Liabilities	<u>296,578</u>	<u>-</u>
Deferred Inflows of Resources:		
Unavailable Revenue-Property Taxes	56,756	36,755
Total Deferred Inflows of Resources	<u>56,756</u>	<u>36,755</u>
Fund Equity:		
Nonspendable Fund Balance:		
Prepaid Costs	141,150	-
Restricted Fund Balance:		
Court Security and Technology	181,824	-
Street Improvements/Maintenance	251,843	-
Tree Mitigation Fees	913,875	-
Parks	127,790	-
Drug Forfeiture/Seizure	98,481	-
CLFRF Funds	-	-
Unassigned Fund Balance	10,756,071	-
Total Fund Equity	<u>12,471,034</u>	<u>-</u>
 Total Liabilities, Deferred Inflows and Fund Equity	 <u>\$ 12,824,368</u>	 <u>\$ 36,755</u>

The accompanying Notes are an integral part of this statement.

<u>Capital Project Funds</u>	<u>Special Revenue (CLFRF Funds)</u>	<u>Total Governmental Funds</u>
\$ 1,372,730	\$ 56,666	\$ 13,188,029
-	-	93,511
-	-	466,045
-	-	3,030
190,746	-	190,746
-	-	18,060
-	-	380,694
-	-	141,150
<u>\$ 1,563,476</u>	<u>\$ 56,666</u>	<u>\$ 14,481,265</u>
\$ 94,088	\$ -	\$ 198,641
-	-	43,221
-	-	73,771
-	-	58,839
-	-	16,194
380,694	-	380,694
<u>474,782</u>	<u>-</u>	<u>771,360</u>
-	-	93,511
<u>-</u>	<u>-</u>	<u>93,511</u>
-	-	141,150
-	-	181,824
1,088,694	-	1,340,537
-	-	913,875
-	-	127,790
-	-	98,481
-	56,666	56,666
-	-	10,756,071
<u>1,088,694</u>	<u>56,666</u>	<u>13,616,394</u>
<u>\$ 1,563,476</u>	<u>\$ 56,666</u>	<u>\$ 14,481,265</u>

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TOWN OF HICKORY CREEK

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Total Fund Balances – Governmental Funds	\$ 13,616,394
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the fund financial statements.	31,348,439
Accumulated depreciation is not reported in the fund financial statements.	(10,851,840)
General obligation bonds, certificates of obligation and compensated absences are not reported in the fund financial statements.	(7,889,595)
Property tax revenue reported as unavailable revenues in the fund financial statements was recognized as revenue in the government-wide financial statements.	93,511
Bond premiums are not recognized in the fund financial statements.	(632,787)
Deferred charge on bond refunding is not recognized in the fund financial statements.	79,189
Interest is accrued on outstanding debt in the government-wide financial statements, whereas in the fund financial statements interest expenditures are reported when due.	(34,531)
Included in the items related to debt is the recognition of the Town’s net TMRS pension liability required by GASB 68 in the amount of \$1,047,701, a Deferred Resource Inflow related to TMRS in the amount of \$287,076 and a Deferred Resource Outflow related to TMRS in the amount of \$767,692. This amounted to a decrease in Net Position in the amount of \$567,085.	(567,085)
Included in the items related to debt is the recognition of the Town’s net TMRS OPEB liability required by GASB 75 in the amount of \$44,688, a Deferred Resource Inflow related to OPEB in the amount of \$10,982 and a Deferred Resource Outflow related to OPEB in the amount of \$2,080. This amounted to a decrease in Net Position in the amount of \$53,590.	<u>(53,590)</u>
Net Position of Governmental Activities	<u>\$ 25,108,105</u>

The accompanying Notes are an integral part of this statement.

TOWN OF HICKORY CREEK

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	GENERAL FUND	DEBT SERVICE FUND	CAPITAL PROJECTS FUND
Revenues:			
Taxes - Ad Valorem	\$ 1,648,961	\$ 829,071	\$ -
- Franchise	389,702	-	-
- Sales	2,240,657	-	-
- Mixed Beverage	40,601	-	-
- Hotel Occupancy	6,085	-	-
Court Citations	880,976	-	-
Corp of Engineers	64,215	-	-
Building Permits	371,248	-	-
Interest Income	635,592	-	67,289
Other Permits and Fees	706,042	-	-
Parks and Recreation Fees	173,519	-	-
Denton County ARP Funds	-	-	-
Rental Income	43,300	-	-
Drug Seizure/Forfeiture Funds	14,690	-	-
Road Improvement Fees	6,550	-	-
Grants/Donations	13,768	-	232,925
Insurance Proceeds	11,800	-	-
Other	9,743	-	-
Total Revenues	<u>7,257,449</u>	<u>829,071</u>	<u>300,214</u>
Expenditures:			
Current:			
General Governments	1,225,471	-	-
Police	2,082,787	-	-
Fire	970,692	-	-
Municipal Court	437,806	-	-
Public Works	991,163	-	284,863
Debt Service:			
Principal	-	550,000	-
Interest and Fees	-	295,725	-
Capital Outlay	369,571	-	260,200
Total Expenditures	<u>6,077,490</u>	<u>845,725</u>	<u>545,063</u>
Excess (Deficit) of Revenues over Expenditures	<u>1,179,959</u>	<u>(16,654)</u>	<u>(244,849)</u>
Other Financing Resources (Uses):			
Sale of Personal Property	7,326	-	-
Transfers in	-	16,654	-
Transfers out	(16,654)	-	-
Total Other Financing Resources (Uses)	<u>(9,328)</u>	<u>16,654</u>	<u>-</u>
Net Change in Fund Balance	1,170,631	-	(244,849)
Fund Balance - October 1 (beginning)	11,300,403	-	1,333,543
Fund Balance - September 30 (ending)	<u>\$ 12,471,034</u>	<u>\$ -</u>	<u>\$ 1,088,694</u>

The accompanying Notes are an integral part of this statement.

SPECIAL REVENUE (CLFRF FUNDS)	TOTAL GOVERNMENTAL FUNDS
\$ -	\$ 2,478,032
-	389,702
-	2,240,657
-	40,601
-	6,085
-	880,976
-	64,215
-	371,248
-	702,881
-	706,042
-	173,519
53,825	53,825
-	43,300
-	14,690
-	6,550
-	246,693
-	11,800
-	9,743
53,825	8,440,559
-	1,225,471
-	2,082,787
-	970,692
-	437,806
-	1,276,026
-	550,000
-	295,725
279,799	909,570
279,799	7,748,077
(225,974)	692,482
-	7,326
-	16,654
-	(16,654)
-	7,326
(225,974)	699,808
282,640	12,916,586
\$ 56,666	\$ 13,616,394

TOWN OF HICKORY CREEK

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Total Net Change in Fund Balances – Governmental Funds	\$ 669,808
Current year capital asset additions are expenditures in the fund financial statements, but they are shown as increases in capital assets in the government-wide financial statements. The net effect of reclassifying the current year capital asset additions is to increase net position.	909,570
Depreciation is not recognized as an expense in governmental funds since it does not require the use of current financial resources. The net effect of the current year's depreciation is to decrease net position in the government-wide financial statements.	(1,093,453)
Revenues from property taxes are shown as unavailable in the fund financial statements until they are considered available to finance current expenditures, but such revenues are recognized when assessed, net of an allowance for uncollectable amounts, in the government-wide financial statements.	12,993
Current year compensated absences earned but not used is not recorded in the fund financial statements, but is shown as an increase in long-term debt in the government-wide financial statements.	228
Current year principal payments on tax notes, capital leases and general obligation bonds are expenditures in the fund financial statements, but are shown as reductions in long-term debt in the government-wide financial statements.	550,000
Current year amortization of the premium on bond issuance is not recorded in the fund financial statements, but is shown as a reduction in long-term debt in the government-wide financial statements.	53,859
Current year amortization of the deferred loss on bond refunding is not recorded in the fund financial statements, but is shown as a reduction of net position in the government-wide financial statements.	(9,899)
Interest is accrued on outstanding debt in the government-wide financial statements, whereas in the fund financial statements interest expenditures are reported when due.	1,870
The implementation of GASB 68 required that certain expenditures be de-expended and recorded as deferred resource outflows. The contributions made after the measurement date of 12/31/23 caused the change in ending net position to increase in the amount of \$232,148. Contributions made before the measurement date but during the 2024 FY were also de-expended and recorded as a reduction in the net position liability for the Town. This also caused an increase in the change in net position in the amount of \$70,355. These contributions were replaced with the Town's pension expense for the year of \$398,743, which caused a decrease in the change in net position. The impact of all of these is to decrease net position by \$96,240.	(96,240)

The accompanying Notes are an integral part of this statement.

TOWN OF HICKORY CREEK

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

The implementation of GASB 75 required that certain expenditures be de-expended and recorded as deferred resource outflows. The contributions made after the measurement date of 12/31/23 caused net position to increase in the amount of \$2,080. Contributions made before the measurement date but during the 2024 FY were also de-expended and recorded as a reduction in the net position liability for the Town. This also caused an increase in the in the amount of \$694. These contributions were replaced with the Town's OPEB expense for the year of \$3,348, which caused a decrease in the change in net position. The impact of all of these is to decrease net position by \$574.

 (574)

Change in Net Position of Governmental Activities

\$ 1,028,162

TOWN OF HICKORY CREEK

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	<u>Budgeted Amounts</u>		Actual Amounts (GAAP BASIS)	Variance With Final Budget
	<u>Original</u>	<u>Final</u>		
Revenues:				
Taxes - Ad Valorem	\$ 1,667,529	\$ 1,670,029	\$ 1,648,961	\$ (21,068)
- Franchise	340,000	379,500	389,702	10,202
- Sales	2,100,000	2,100,000	2,240,657	140,657
- Mixed Beverage	35,000	35,000	40,601	5,601
- Hotel Occupancy Tax	-	5,000	6,085	1,085
Court Citations	856,060	853,560	880,976	27,416
Corp of Engineers	58,788	64,215	64,215	-
Building Permits	275,000	650,000	371,248	(278,752)
Interest Income	60,025	400,040	635,592	235,552
Other Permits and Fees	274,119	282,094	706,042	423,948
Parks and Recreation Fees	107,000	107,000	173,519	66,519
Rental Income	-	-	43,300	43,300
Drug Seizure/Forfeiture Funds	60,000	60,000	14,690	(45,310)
Road Improvement Fees	-	-	6,550	6,550
Grants/Donations	1,000	1,000	13,768	12,768
Insurance Proceeds	-	-	11,800	11,800
Other	76,000	78,943	9,743	(69,200)
Total Revenues	<u>5,910,521</u>	<u>6,686,381</u>	<u>7,257,449</u>	<u>571,068</u>
Expenditures:				
Current:				
General Government	1,219,557	1,209,794	1,225,471	(15,677)
Police	2,017,131	2,091,128	2,082,787	8,341
Fire	970,692	970,692	970,692	-
Municipal Court	476,786	477,871	437,806	40,065
Public Works	1,128,300	1,148,901	991,163	157,738
Capital Outlay	-	205,000	369,571	(164,571)
Total Expenditures	<u>5,812,466</u>	<u>6,103,386</u>	<u>6,077,490</u>	<u>25,896</u>
Excess (Deficit) of Revenues over Expenditures	98,055	582,995	1,179,959	596,964
Other Financing Resources (Uses):				
Sale of Personal Property	-	-	7,326	7,326
Transfers Out	-	-	(16,654)	(16,654)
Total Other Financing Resources (Uses)	<u>-</u>	<u>-</u>	<u>(9,328)</u>	<u>(9,328)</u>
Net Change in Fund Balance	98,055	582,995	1,170,631	587,636
Fund Balance – October 1 (beginning)	11,300,403	11,300,403	11,300,403	-
Fund Balance – September 30 (ending)	<u>\$ 11,398,458</u>	<u>\$ 11,883,398</u>	<u>\$ 12,471,034</u>	<u>\$ 587,636</u>

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS SEPTEMBER 30, 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Town of Hickory Creek (the "Town") are presented in accordance with generally accepted accounting principles applicable to state and local governmental units as set forth by the Governmental Accounting Standards Board ("GASB").

In fiscal year 2004, the Town implemented GASB Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for the State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments: Omnibus* which provides additional guidance for the implementation of GASB Statement 34, GASB Statement No. 38, *Certain Financial Statement Disclosures*, which changes note disclosures requirements for governmental entities, and GASB Interpretation No. 6, *Recognition and Measurement of Certain Liabilities and Expenditures in Governmental Fund Financial Statements*, which clarifies the application of standards for modified accrual recognition of certain liabilities and expenditures in areas where difference have arisen, or potentially could arise, in interpretation and practice of GASB Statement No. 34.

GASB Statements No. 34 established a new financial reporting model for state and local governments that included the addition of management's discussion and analysis, government-wide financial statements, required supplementary information and the elimination of the use of account groups to the already required fund financial statements and notes. GASB Statement No. 37 provides additional guidance in reporting infrastructure, program revenues and major criteria.

The GASB determined that fund accounting has and will continue to be essential in helping governments to achieve fiscal accountability and should, therefore, be retained. The GASB also determined that the government-wide financial statements are needed to allow users of financial reports to assess a government's operational accountability. The new GASB model integrates fund-based financial reporting and government-wide financial reporting as complementary components of a single comprehensive financial reporting model.

The following is a summary of the more significant accounting policies.

A. Reporting Entity

The Town of Hickory Creek (Town) is a municipal corporation governed by an elected mayor and five-member council. The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. The criteria for including organizations as component units within the Town's reporting entity, as set forth in Section 2100 GASB's Codification of Governmental Accounting and Financial Reporting Standards, include whether:

- the organization is legally separate (can sue and be sued in their own name)
- the Town holds the corporate powers of the organization
- the Town appoints a voting majority of the organization's board
- the Town is able to impose its will on the organization
- the organization has the potential to impose a financial benefit/burden on the Town
- there is fiscal dependency by the organization on the Town

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS SEPTEMBER 30, 2024

Blended component units, although legally separate entities, are, in substance, part of the government's operations. Each discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the Town.

The Town had four discretely presented component units at September 30, 2024, the Hickory Creek Economic Development Corporation, which was created in fiscal year 2003 as the result of a successful 4B sales tax election, the Hickory Creek Public Improvement District No. 1, which was created on March 31, 2012 to finance certain public improvements benefiting property owners within the public improvement district, the Hickory Creek Public Improvement District No. 2, which was created on September 18, 2012 to finance certain public improvements benefiting property owners within the public improvement district, and the Hickory Creek Public Improvement District No. 3, which was created on May 21, 2019 to finance certain public improvements benefiting property owners within the public improvement district.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the non-fiduciary activities of the Town and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The Town had no business-type activities during the period.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for government funds, proprietary funds, and fiduciary funds, even though the latter are excluded for the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements. The Town had no proprietary funds or fiduciary funds during the period.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS SEPTEMBER 30, 2024

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments are treated as being equal to the employer's yearly contributions for retirees. There are no investments as this is a pay-as-you-go plan.

Property taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual. All other revenue items are considered to be measurable and available only when cash is received by the Town.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first when appropriate, then unrestricted resources as they are needed.

The Town reports the following major governmental funds:

General Fund – The General fund is the general operating fund of the Town. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund – This fund is established to account for payment of principal and interest on long-term general obligation debt and other long-term debts for which a tax has been dedicated. This is a budgeted fund. Any unused sinking fund balances are transferred to the General Fund after all of the related debt obligations have been met.

Capital Projects Fund – The Capital Projects Funds accounts for proceeds from the sale of Certificates of Obligation and Tax Notes to be used for authorized acquisition, construction, or renovation projects. Upon completion of a project, any unused debt proceeds, if any, are used to retire related debt principal.

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Special Revenue Funds – These funds are established to account for federally financed or expenditures legally restricted for specified purposes. In many special revenue funds, any unused balances are returned to the grantor at the close of specified project periods. For funds in this fund type, project accounting is employed to maintain integrity for the various sources of funds.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

D. Cash and Investments

The Town's cash and investments are considered to be cash on hand, demand deposits and short-term investments in State investment pools.

E. Receivable and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the period are referred to as "due to/from other funds" or "advances to/from other funds." Property tax receivables are shown net of an allowance for uncollectibles, if applicable.

F. Property Taxes

Ad valorem taxes are levied from valuations assessed as of January 1 and recognized as revenue on the date of levy, on October 1. Property tax receivables are recognized when the Town has an enforceable claim against the property owner. In the governmental funds, property tax revenue is recognized in the fiscal period for which the taxes are levied, provided that they become available. Available means collected within the current period, or expected to be collected soon enough thereafter, to be used to pay current liabilities. The Town's availability period is sixty days. Taxes collected prior to the levy date to which they apply are recorded as deferred revenues and recognized as revenue of the period to which they apply.

Current taxes are due on October 1 and become delinquent if unpaid on February 1. Taxes unpaid as of February 1 are subject to penalty and interest as the Town Council provides by ordinance. On January 1 of each year, a tax lien attaches to property to secure all taxes, penalties and interest ultimately imposed.

For fiscal year 2024, the assessed values were established at 100% of estimated market value. The assessed value for the roll of January 1, 2023, upon which the fiscal year 2024 levy was based, was \$1,050,106,470. The tax rate to finance general governmental services and road maintenance for the year ended September 30, 2024, was \$0.236686 per \$100.

G. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid in the government-wide and fund financial statements. These items consist primarily of prepaid insurance.

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

H. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the governmental activities column in the government-wide financial statements. The Town defines capital assets as assets with an initial individual cost of more than \$500 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the time received. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Net interest incurred during the construction phase of capital assets of governmental activities is not included as part of the capitalized value of the assets constructed.

Depreciation expense is calculated on the straight-line method. Depreciation methods are designed to amortize the cost of the assets over their estimated useful lives. Estimated useful lives of major categories of property are as follows:

<u>Category</u>	<u>Estimated Life</u>
Street and Road Infrastructure	15 years
Buildings	40 years
Leasehold improvements	40 years
Machinery and equipment	7-10 years
Vehicles	7 years

In May 2021, GASB Implementation Guide No. 2021-1 updated guidance to require the capitalization of purchases of certain groups of assets with individual values less than the capitalization threshold, effective for fiscal years beginning after June 15, 2023. In prior years, the Town had expended purchase of groups of assets with individual values less than the Town's capitalization threshold.

I. Compensated Absences

It is the Town's policy to permit employees to accumulate certain earned but unused vacation and sick pay benefits. There is no liability for unpaid accumulated sick leave since the Town does not have a policy to pay any amounts when employees separate from service with the Town. All vacation pay is accrued when incurred in the government-wide financial statements.

J. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS SEPTEMBER 30, 2024

K. Net Position

Net position represents the difference between assets, deferred outflows, deferred inflows and liabilities. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the Town or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

L. Budgets and Budgetary Accounting

Prior to September 1, the Town administration submits to the Town Council a proposed budget for the ensuing fiscal year. At the meeting of the Town Council at which the budget is submitted, the Town Council fixes the time and place of the public hearing on the budget and causes to be published a notice of the budget hearing. After the budget hearing the budget may be adopted by a favorable vote of the majority vote of the Council. Upon adoption the budget is filed with the Town Secretary and the County Clerk of Denton County.

The Town administration is authorized to transfer budgeted amounts between departments with any fund; however, any revisions that alter the total expenditures of any fund must be approved by the Town Council. Expenditures should not exceed appropriations at the department level, the classification level as reported in the combined financial statements. Unused appropriations lapse at the end of each fiscal year.

The budgets for the general fund and debt service fund are adopted on a basis consistent with generally accepted accounting principles (GAAP). The budgets are amended at times during the year by the Town Council. Such amendments are reflected in the official minutes of the Council.

2. DEPOSITS AND INVESTMENTS

The Town's funds are required to be deposited and invested under the terms of a depository agreement. The depository bank deposits for safekeeping and trust with the Town's agent bank approved pledged securities in an amount sufficient to protect Town funds on a day-to-day basis during the period of the agreement. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation ("FDIC") insurance.

1. Cash Deposits:

At September 30, 2024 the carrying amount of the Town's deposits in checking accounts and interest-bearing savings accounts was \$282,958 and the bank balance was \$436,991. The Town's cash deposits at September 30, 2024 were entirely covered by FDIC insurance or by pledged collateral held by the Town's agent bank in the Town's name.

2. Investments:

The Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the Town to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, (9) and bid solicitation preferences for certificates of deposit. Statutes authorize the Town to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers' acceptance, (7) Mutual Funds, (8) Investment pools, (9) guaranteed investment contracts, (10) and common trust funds. The Act also requires the Town to have independent auditors perform test procedures related to investment practices as provided by the Act. The Town is in substantial compliance with the requirements of the Act and with local policies. In compliance with the Public Funds Investment Act, the Town has adopted a deposit and investment policy. That policy addresses the following risks:

- a. Custodial Credit Risk – Deposits: In the case of deposits, this is the risk that, in the event of a bank failure, the Town's deposits may not be returned to it. As of September 30, 2024, the Town's cash balances totaled \$436,991. This entire amount was either collateralized with securities held by the Town's financial institution's agent in the Town's name or covered by FDIC insurance. Thus, the Town's deposits are not exposed to custodial credit risk.
- b. Custodial Credit Risk – Investments: For an investment, this is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2024, the Town held all of its investments in the LOGIC public funds investment pool. Investments in external investment pools are considered unclassified as to custodial credit risk because they are not evidenced by securities that exist in physical or book entry form.
- c. Credit Risk: This is the risk that an issuer or other counterparty to an investment will be unable to fulfill its obligation. The rating of securities by nationally recognized rating agencies is designed to give an indication of credit risk. The credit quality rating for LOGIC at year-end was AAA (Standard & Poor's).
- d. Interest Rate Risk: This is the risk that changes in interest rates will adversely affect the fair value of an investment. The Town manages its exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio to less than one year from the time of purchase. The weighted average maturity for the LOGIC investment pool is less than 60 days.
- e. Foreign Currency Risk: This is the risk that exchange rates will adversely affect the fair value of an investment. At September 30, 2024, the Town was not exposed to foreign currency risk.
- f. Concentration of Credit Risk: This is the risk of loss attributed to the magnitude of the Town's investment in a single issuer (i.e., lack of diversification). Concentration risk is defined as positions of 5 percent or more in the securities of a single issuer. Investment pools are excluded from the 5 percent disclosure requirement.

The Town's investment at September 30, 2024 is shown below:

<u>Name</u>	<u>Carrying Amount</u>	<u>Market Value</u>
LOGIC Investment Pool	<u>\$12,905,071</u>	<u>\$12,905,071</u>
Total	<u>\$12,905,071</u>	<u>\$12,905,071</u>

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS SEPTEMBER 30, 2024

Fair Value Measurements

The Town categorizes its fair value measurements with the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Investments that are measured at fair value using the net asset value per share (or its equivalent) as a practical expedient are not classified in the fair value hierarchy below.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based in the lowest level input that is significantly to the valuation. The Town's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability.

The Town's investments in the LOGIC investment pools (statewide 2a7-like external investment pools) are not required to be measured at fair value but are measured at amortized cost.

3. FUND BALANCE

The Town has implemented GASB Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions." This Statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balances more transparent.

Fund Balance Classification: The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The Town has classified prepaid items as being nonspendable as these items are not expected to be converted to cash.
- Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. Court security and technology fees and park fees are being restricted because their use is restricted pursuant to the regulations that allow the collection of those fees. Debt service resources are to be used for future servicing of the Town's bonded debt and are restricted through debt covenants. Capital projects fund resources are to be used for future construction and renovation projects and are restricted through bond orders and constitutional law.

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS SEPTEMBER 30, 2024

- Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Town Council. The Council establishes (and modifies or rescinds) fund balance commitments by passage of a resolution. This can also be done through adoption and amendment of the budget. These amounts cannot be used for any other purpose unless the Council removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The Town has no committed fund balance as of September 30, 2024.
- Assigned: This classification includes amounts that are constrained by the Town's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Council or through the Council delegating this responsibility to other individuals in the Town. Under the Town's policy, only the Council may assign amounts for specific purposes. This classification also includes the remaining positive fund balance for all governmental funds except for the General Fund. The Town has no assigned fund balance as of September 30, 2024.
- Unassigned: This classification includes all amounts not included in other spendable classifications, including the residual fund balance for the General Fund.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the Town considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the Town considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Council has provided otherwise in its commitment or assignment actions.

The fund balance policy of the Town expresses an intent to maintain a level of assigned and unassigned fund balance in the general fund equal to 25 percent of the fund's operating expenditures.

Beginning fund balances for the Town's governmental funds have been restated to reflect the above classifications. The details of the fund balances are included in the Governmental Funds Balance Sheet (pages 18 and 19) and are described below:

General Fund

The General Fund has unassigned fund balance of \$10,756,071 at September 30, 2024. Prepaid expenditures (prepaid items) of \$141,150 are considered nonspendable fund balance. Court security and technology fees of \$181,824, park fees of \$127,790, drug forfeiture/seizure funds of \$98,481 and tree mitigation fees of \$913,875 are shown as restricted for those purposes. Street improvement/maintenance funds of \$251,843 are shown as restricted because the source of such funds are sales taxes, special assessments and other contributions earmarked for street maintenance/construction.

Other Major Funds

The Coronavirus Local Fiscal Recovery Fund (CLFRF) special revenue fund has \$56,666 of funds restricted for infrastructure and drainage needs. The Capital Projects Fund has \$1,088,694 of unspent certificates of obligation proceeds restricted for street and other capital improvements.

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

4. RECEIVABLES

Government-wide receivables as of September 30, 2024, including the applicable allowances for uncollectible accounts, are as follows:

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
Receivables:				
Property Taxes	\$ 56,756	\$ 36,755	\$ -	\$ 93,511
Sales Taxes	466,045	-	-	466,045
Mixed Beverage Taxes	3,030	-	-	3,030
Corp of Engineers	18,060	-	-	18,060
Denton County	-	-	190,746	190,746
Gross Receivables	543,891	36,755	190,746	771,392
Less: Uncollectible allowance	-	-	-	-
Net Total Receivables	<u>\$543,891</u>	<u>\$ 36,755</u>	<u>\$ 190,746</u>	<u>\$ 771,392</u>

Governmental funds report unavailable revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. At the end of the current fiscal year, the unavailable revenue reported in the governmental funds relates to delinquent property taxes.

5. INTERFUND RECEIVABLES AND PAYABLES

Interfund receivables and payables at September 30, 2024 consist of the following:

	<u>Due From</u>	<u>Due To</u>
General Fund:		
Capital Projects Fund	\$ 380,694	\$ -
Capital Projects Fund:		
General Fund	-	380,694
Total	<u>\$ 380,694</u>	<u>\$ 380,694</u>

Internal balances between the primary government and component units at September 30, 2024 consist of the following:

	<u>Due From</u>	<u>Due To</u>
General Fund:		
Economic Development Corporation	\$ -	\$ 58,839
Economic Development Corporation:		
General Fund	58,839	-
Total	<u>\$ 58,839</u>	<u>\$ 58,839</u>

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

These balances resulted from the time lag between the date that payments between the two entities are made.

The following is a summary of transfers:

Transfer Out: General Fund	Transfer In:		Total
	Economic Development Corporation	Debt Service Fund	
	\$ 317,522	\$ 16,654	\$ 334,176

Transfers from the general fund to the Economic Development Corporation represent remittance of sales taxes deposited initially in the general fund bank account. Transfer from the general fund to the debt service fund represents funds required to cover debt service payments for the year.

6. CAPITAL ASSETS

Capital asset activity of the Town for the year ended September 30, 2024 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 757,710	\$ -	\$ -	\$ 757,710
Construction in Progress	1,155,031	464,387	(1,179,545)	439,873
Total capital assets, not being depreciated	1,912,741	464,387	(1,179,545)	1,197,583
Capital assets, being depreciated:				
Buildings and Improvements	4,265,597	113,616	-	4,379,213
Street, Road, Park Infrastructure	21,696,819	1,303,683	-	23,000,502
Furniture, Equipment and Vehicles	2,605,036	207,429	(41,324)	2,771,141
Total Capital assets, being depreciated	28,567,452	1,624,728	(41,324)	30,150,856
Less accumulated depreciation for:				
Buildings and Improvements	(1,702,061)	(99,346)	-	(1,801,407)
Street, Road, Park Infrastructure	(6,514,535)	(762,793)	-	(7,277,328)
Furniture, Equipment and Vehicles	(1,583,115)	(231,314)	41,324	(1,773,105)
Total accumulated depreciation	(9,799,711)	(1,093,453)	41,324	(10,851,840)
Total capital assets, being depreciated, net	18,767,741	531,275	-	19,299,016
Governmental activities capital assets, net	\$ 20,680,482	\$ 995,662	\$ (1,179,545)	\$ 20,496,599

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General government	\$ 82,356
Police	128,481
Municipal court	15,603
Public works	867,013
Total depreciation expense – Governmental activities	\$ 1,093,453

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Capital asset activity of the Hickory Creek Economic Development Corporation for the year ended September 30, 2024 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Land	\$ 1,643,898	\$ -	\$ -	\$ 1,643,898
Street and Road Infrastructure	150,854	-	-	150,854
Totals at historic cost	<u>1,794,752</u>	<u>-</u>	<u>-</u>	<u>1,794,752</u>
Less accumulated depreciation for:				
Street and Road Infrastructure	<u>(150,854)</u>	<u>-</u>	<u>-</u>	<u>(150,854)</u>
Total accumulated depreciation	<u>(150,854)</u>	<u>-</u>	<u>-</u>	<u>(150,854)</u>
Capital Assets, net	<u>\$ 1,643,898</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,643,898</u>

Capital asset activity of the Hickory Creek Public Improvement District No. 1 for the year ended September 30, 2024 is as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Street and Road Infrastructure	\$ 3,994,215	\$ -	\$ -	\$ 3,994,215
Totals at historic cost	<u>3,994,215</u>	<u>-</u>	<u>-</u>	<u>3,994,215</u>
Less accumulated depreciation for:				
Street and Road Infrastructure	<u>(798,846)</u>	<u>(133,141)</u>	<u>-</u>	<u>(931,987)</u>
Total accumulated depreciation	<u>(798,846)</u>	<u>(133,141)</u>	<u>-</u>	<u>(931,987)</u>
Capital Assets, net	<u>\$ 3,195,369</u>	<u>\$ (133,141)</u>	<u>\$ -</u>	<u>\$ 3,062,228</u>

Capital asset activity of the Hickory Creek Public Improvement District No. 2 for the year ended September 30, 2024 is as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Street and Road Infrastructure	\$ 3,907,449	\$ -	\$ -	\$ 3,907,449
Totals at historic cost	<u>3,907,449</u>	<u>-</u>	<u>-</u>	<u>3,907,449</u>
Less accumulated depreciation for:				
Street and Road Infrastructure	<u>(651,240)</u>	<u>(130,248)</u>	<u>-</u>	<u>(781,488)</u>
Total accumulated depreciation	<u>(651,240)</u>	<u>(130,248)</u>	<u>-</u>	<u>(781,488)</u>
Capital Assets, net	<u>\$ 3,256,209</u>	<u>\$ (130,248)</u>	<u>\$ -</u>	<u>\$ 3,125,961</u>

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Capital asset activity of the Hickory Creek Public Improvement District No. 3 for the year ended September 30, 2024 is as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Street and Road Infrastructure	\$ 3,526,446	\$ -	\$ -	\$ 3,526,446
Totals at historic cost	3,526,446	-	-	3,526,446
Less accumulated depreciation for:				
Street and Road Infrastructure	(117,548)	(117,548)	-	(235,096)
Total accumulated depreciation	(117,548)	(117,548)	-	(235,096)
Capital Assets, net	\$ 3,408,898	\$ (117,548)	\$ -	\$ 3,291,350

7. LONG TERM DEBT

Long term debt of the Town at September 30, 2024 consists of one general obligation bond series, two certificates of obligation series, and accrued compensated absences. All long-term debt represents transactions in the Town's governmental activities.

The following is a summary of the changes in the Town's Long-term Debt for the year ended September 30, 2024:

Description	Interest Rate Payable	Amounts Outstanding 10/01/23	Additions	Refunded/ Retired	Amounts Outstanding 9/30/24	Due Within One Year
General Obligation Bonds:						
Series 2015 Refunding	2.0 - 4.0%	2,330,000	-	225,000	2,105,000	230,000
		2,330,000	-	225,000	2,105,000	230,000
Certificates of Obligation:						
Series 2015	2.0 - 4.0%	2,575,000	-	170,000	2,405,000	180,000
Series 2020	2.0 - 3.0%	3,350,000	-	155,000	3,195,000	160,000
		5,925,000	-	325,000	5,600,000	340,000
Premiums on Bond Issuance		686,646	-	53,859	632,787	53,859
Compensated Absences		184,823	100,198	100,426	184,595	-
Total Long-Term Debt		\$ 9,126,469	\$ 100,198	\$ 704,285	\$ 8,522,382	\$ 623,859

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Long-term debt of the Hickory Creek Public Improvement District No. 1 consists of \$4,140,000 special assessment revenue bonds that were issued in September, 2017 to finance public improvements benefiting property owners within the public improvement district. The Town is not obligated in any manner for the debt service payments on the special assessment debt. A summary of the change in the long-term debt for the year ended September 30, 2024 is as follows:

Description	Interest Rate Payable	Amounts Outstanding 10/01/23	Additions	Refunded/ Retired	Amounts Outstanding 9/30/24	Due Within One Year
Special Assessment Revenue Bonds: Series 2017	3.0 - 4.0%	\$ 3,565,000	\$ -	\$ 95,000	\$3,470,000	\$ 100,000
Premiums on Bond Issuance		13,075	-	545	12,530	545
Total Long-Term Debt		<u>\$ 3,578,075</u>	<u>\$ -</u>	<u>\$ 95,545</u>	<u>\$3,482,530</u>	<u>\$ 100,545</u>

Long-term debt of the Hickory Creek Public Improvement District No. 2 consists of \$4,220,000 special assessment revenue bonds that were issued in July, 2018 to finance public improvements benefiting property owners within the public improvement district. The Town is not obligated in any manner for the debt service payments on the special assessment debt. A summary of the change in the long-term debt for the year ended September 30, 2024 is as follows:

Description	Interest Rate Payable	Amounts Outstanding 10/01/23	Additions	Refunded/ Retired	Amounts Outstanding 9/30/24	Due Within One Year
Special Assessment Revenue Bonds: Series 2018	5.125 - 5.65%	\$ 3,920,000	\$ -	\$ 80,000	\$3,840,000	\$ 85,000
Total Long-Term Debt		<u>\$ 3,920,000</u>	<u>\$ -</u>	<u>\$ 80,000</u>	<u>\$3,840,000</u>	<u>\$ 85,000</u>

Long-term debt of the Hickory Creek Public Improvement District No. 3 consists of \$4,185,000 special assessment revenue bonds that were issued in July, 2019 to finance public improvements benefiting property owners within the public improvement district. The Town is not obligated in any manner for the debt service payments on the special assessment debt. A summary of the change in the long-term debt for the year ended September 30, 2024 is as follows:

Description	Interest Rate Payable	Amounts Outstanding 10/01/23	Additions	Refunded/ Retired	Amounts Outstanding 9/30/24	Due Within One Year
Special Assessment Revenue Bonds: Series 2019	5.125 - 5.65%	\$ 3,820,000	\$ -	\$ 90,000	\$3,730,000	\$ 90,000
Total Long-Term Debt		<u>\$ 3,820,000</u>	<u>\$ -</u>	<u>\$ 90,000</u>	<u>\$3,730,000</u>	<u>\$ 90,000</u>

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

8. DEBT SERVICE REQUIREMENTS TO MATURITY

Presented below is a summary of general obligation bond requirements to maturity:

general obligation bond requirements to maturity

Year Ended September 30	Principal	Interest	Total Requirements
2025	230,000	84,200	314,200
2026	235,000	75,000	310,000
2027	250,000	65,600	315,600
2028	255,000	55,600	310,600
2029	265,000	45,400	310,400
2030-2032	870,000	70,400	940,400
	<u>\$ 2,105,000</u>	<u>\$ 396,200</u>	<u>\$ 2,501,200</u>

Presented below is a summary of certificates of obligation requirements to maturity:

Year Ended September 30	Principal	Interest	Total Requirements
2025	340,000	192,050	532,050
2026	350,000	180,050	530,050
2027	360,000	167,700	527,700
2028	375,000	155,000	530,000
2029	390,000	141,750	531,750
2030-2034	2,150,000	492,750	2,642,750
2035-2039	1,390,000	150,700	1,540,700
2040	245,000	7,350	252,350
	<u>\$ 5,600,000</u>	<u>\$ 1,487,350</u>	<u>\$ 7,087,350</u>

Presented below is a summary of the Hickory Creek Public Improvement District No. 1 special assessment revenue bonds to maturity:

Year Ended September 30	Principal	Interest	Total Requirements
2025	100,000	134,900	234,900
2026	100,000	131,400	231,400
2027	105,000	127,900	232,900
2028	110,000	124,225	234,225
2029	115,000	120,100	235,100
2030-2034	635,000	532,462	1,167,462
2035-2039	770,000	400,669	1,170,669
2040-2044	930,000	235,600	1,165,600
2045-2047	605,000	47,000	652,000
	<u>\$ 3,470,000</u>	<u>\$ 1,854,256</u>	<u>\$ 5,324,256</u>

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Presented below is a summary of the Hickory Creek Public Improvement District No. 2 special assessment revenue bonds to maturity:

<u>Year Ended</u> <u>September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u> <u>Requirements</u>
2025	85,000	214,150	299,150
2026	90,000	209,794	299,794
2027	95,000	205,181	300,181
2028	100,000	200,313	300,313
2029	105,000	195,188	300,188
2030-2034	635,000	878,625	1,513,625
2035-2039	830,000	679,500	1,509,500
2040-2044	1,090,000	418,781	1,508,781
2045-2047	810,000	92,812	902,812
	<u>\$ 3,840,000</u>	<u>\$ 3,094,344</u>	<u>\$ 6,934,344</u>

Presented below is a summary of the Hickory Creek Public Improvement District No. 3 special assessment revenue bonds to maturity:

<u>Year Ended</u> <u>September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u> <u>Requirements</u>
2025	90,000	170,150	260,150
2026	95,000	166,550	261,550
2027	100,000	162,750	262,750
2028	100,000	158,750	258,750
2029	105,000	154,750	259,750
2030-2034	600,000	701,000	1,301,000
2035-2039	740,000	554,075	1,294,075
2040-2044	930,000	367,175	1,297,175
2045-2049	970,000	124,450	1,094,450
	<u>\$ 3,730,000</u>	<u>\$ 2,559,650</u>	<u>\$ 6,289,650</u>

9. DEFEASED BONDS OUTSTANDING

In prior years, the Town issued refunding bonds to defease outstanding bonds for the purpose of consolidation and to achieve debt service savings. The Town has placed the proceeds from the refunding issues in irrevocable escrow accounts with a trust agent to ensure payment of debt service on the refunded bonds.

Accordingly, the trust account assets and liabilities for the defeased bonds are not included in the Town's financial statements. Although defeased, the refunded debt from those earlier issues will not be actually retired until the call dates have come due or until maturity if they are not callable issues. At September 30, 2024, \$2,075,000 of bonds outstanding are considered defeased.

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

10. DEFINED BENEFIT PENSION PLANS

Plan Description

The Town of Hickory Creek participates as one of 936 plans in the defined benefit cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member Governor-appointed Board of Trustees. However, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmr.com.

All eligible employees of the Town are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the town, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the member’s contributions, with interest, and the town-financed monetary credits with interest. The retiring member may select one of seven monthly benefit payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the total member contributions and interest.

The plan provisions are adopted by the governing body of the Town, within the options available in the state statutes governing TMRS. Plan provisions for the Town were as follows:

	Plan Year 2023	Plan Year 2024
Employee deposit rate	7.0%	7.0%
Employer deposit rate	15.51%	15.35%
Matching ratio (Town to employee)	200%	200%
Years required for vesting	5	5
Service retirement eligibility (expressed as age/years of service)	60/5,0/20	60/5,0/20
Updated Service Credit	100% Repeating, Transfers	100% Repeating, Transfers
Annuity Increase (to retirees)	70% of CPI Repeating	70% of CPI Repeating

Employees covered by benefit terms.

At the December 31, 2023 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	14
Inactive employees entitled to buy not yet receiving benefits	18
Active employees	<u>25</u>
	57

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of the member's total compensation, and the town matching percentages are either 100%, 150% or 200% both as adopted by the governing body of the town. Under the state law governing TMRS, the contribution rate for each town is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The Town's contribution rate is based on the liabilities created from the benefit plan options selected by the Town and any changes in benefits or actual experience over time.

Employees for the Town of Hickory Creek were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the Town of Hickory Creek were 15.51% and 15.35% in calendar years 2023 and 2024, respectively. The Town's contributions to TMRS for the year ended September 30, 2024 were \$302,503, and were equal to the required contributions.

Net Pension Liability

The Town's Net Pension Liability (NPL) was measured as of December 31, 2023, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions:

The Total Pension Liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year, adjusted down for population declines, if any
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with 110% of the Public Safety table used for males and 100% of the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale MP-2021 to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale MP-2021 to account for future mortality improvements subject to the 3% floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2018 to December 31, 2022. They were adopted in 2023 and first used in the December 31, 2023 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
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The long-term expected rate of return on pension plan investments was determined by the best estimate ranges of expected returns for each major asset class. The long-term expected rate of return is determined by weighting the expected return for each major asset class by the respective target asset allocation percentage. The target allocation and best estimates of arithmetic real rates of return for each major asset class in fiscal year 2024 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Portfolio Real Rate of Return*
Global Public Equity	35.0%	7.7%
Core Fixed Income	6.0%	4.9%
Non-Core Fixed Income	20.0%	8.7%
Other Public and Private Markets	12.0%	8.1%
Real Estate	12.0%	5.8%
Hedge Funds	5.0%	6.9%
Private Equity	10.0%	11.8%
Total	100.0%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that member and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at 12/31/2021	\$ 5,894,326	\$ 4,651,794	\$ 1,242,532
Changes for the year:			
Service Cost	325,737	-	325,737
Interest	404,864	-	404,864
Change in benefit terms	-	-	-
Difference between expected and actual experience	15,468	-	15,468
Changes of assumptions	8,707	-	8,707
Contributions – employer	-	283,563	(283,563)
Contributions – employee	-	129,481	(129,481)
Net investment income	-	540,012	(540,012)
Benefit payments, including refunds of employee contributions	(118,429)	(118,429)	-
Administrative expense	-	(3,425)	3,425
Other changes	-	(24)	24
Net changes	636,347	831,178	(194,831)
Balance at 12/31/2022	\$ 6,530,673	\$ 5,482,972	\$1,047,701

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Sensitivity of the net pension liability to changes in the discount rate.

The following presents the net pension liability of the Town, calculated using the discount rate of 6.75%, as well as what the Town's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
Town's net pension liability (asset)	\$2,156,799	\$1,047,701	\$149,644

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in the Schedule of Changes in Fiduciary Net Position, by Participating City. That report may be obtained at www.tntrs.com.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2024, the Town recognized pension expense of \$395,413.

At September 30, 2024, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 131,705	\$ -
Changes in actuarial assumptions	6,858	-
Difference between projected and actual investment earnings	396,981	287,076
Contributions subsequent to the measurement date	232,148	-
Total	\$ 767,692	\$ 287,076

\$232,148 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2025. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30:	
2025	\$ 99,245
2026	83,365
2027	107,419
2028	(41,561)
2029	-
Thereafter	-

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

11. OTHER POST EMPLOYMENT BENEFITS

Plan Description

The Town also participates in a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF). This is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage (Supplemental Death Benefits) for their active members, including or not including retirees.

Benefits Provided

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is considered an other postemployment benefit (OPEB) and is a fixed amount of \$7,500. As the SDBF covers both active and retiree employees, with no segregation of assets, the SDBF is considered to be an unfunded OPEB plan. Texas Local Government Code Section 177.001 assigns the authority to establish and amend benefit provisions to the Town Council. At the December 31, 2023 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	7
Inactive employees entitled to but not yet receiving benefits	1
Active employees	<u>25</u>
Total	33

Contributions

The Town contributes to the SDBF program at a contractually required rate. An annual actuarial valuation is performed, and the contractual rate is equal to the cost of providing one-year term life insurance. The premium rate is expressed as a percentage of the covered payroll of members employed by the participating employer. There is a one-year delay between the actuarial valuation that serves as the basis for the employer contribution rate and the calendar year when the rate goes into effect.

The SDBF program is voluntary and employers can cease participation by adopting an ordinance before November 1 of any year to be effective the following January 1. Therefore, the funding policy of the program is to ensure that adequate resources are available to meet all insurance benefit payments for the upcoming year. It is not the intent of the funding policy to pre-fund retiree term life insurance during employees' entire careers. The Town's contribution, which equaled the required contribution, was as follows for the year ended September 30:

	<u>2024</u>
Employer rate	0.15%
Employer contributions	\$ 2774

Actuarial Assumptions

The total OPEB liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5%
Salary increases	3.60% to 11.85%, including inflation
Discount rate	3.77%

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Mortality rates for service retirees were based on the 2019 Municipal Retirees of Texas Mortality Tables, Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis with Scale UMP by the most recent scale MP- 2021 (with immediate convergence).

Mortality rates for disabled retirees were based on the 2019 Municipal Retirees of Texas Mortality Tables with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by the most recent Scale MP- 2021 to account for future mortality improvements subject to the floor.

Actuarial assumptions used in the December 31, 2023 valuation were based on the results of an actuarial experience study for the period ending December, 31, 2022.

The SDBF program is treated as an unfunded OPEB plan because the SDBF trust covers both actives and retirees and the assets are not segregated for these groups. A discount rate of 3.77% was based on the Fidelity Index's 20-Year Municipal GO AA Index as of December 31, 2022.

OPEB Liability, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At September 30, 2024, the Town reported a total OPEB liability of \$44,688 measured at December 31, 2023. For the year ended September 30, 2024, the Town recognized OPEB expense of \$2,868.

There were no changes of assumptions or other inputs that affected measurement of the total OPEB liability during the measurement period, except for a change in the discount rate from 4.05% to 3.77%.

There were no changes of benefit terms that affected measurement of the total OPEB liability during the measurement period.

Changes in the total OPEB liability for the measurement year ended December 31, 2023 are as follows:

Changes in Total OPEB Liability	<u>Total OPEB Liability</u>
Balance at December 31, 2022	\$ 42,821
Changes for the year:	
Service cost	2,035
Interest on total OPEB liability	1,760
Changes of benefit terms	-
Effect of economic/demographic experience	(3,154)
Effect of assumption changes or inputs	1,966
Benefit payments*	(740)
Balance as of December 31, 2023	<u>\$ 44,688</u>

*Due to the SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Discount Rate Sensitivity Analysis

The following presents the total OPEB liability of the Town, calculated using the discount rate of 3.77%, as well as what the Town’s total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.77%) or 1 percentage point higher (4.77%) than the current rate.

	1% Decrease in Discount Rate (2.77%)	Discount Rate (3.77%)	1% Increase in Discount Rate (4.77%)
Total OPEB liability	\$53,352	\$44,688	\$37,581

At December 31, 2023, the Town reported its deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ -	\$ 2,419
Changes in actuarial assumptions	-	8,563
Difference between projected and actual investment earnings	-	-
Contributions subsequent to the measurement date	2,080	-
Total	\$ 2,080	\$ 10,982

Deferred outflows of resources related to OPEB resulting from contribution subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ended September 30, 2025 in the amount of \$2,080. The other net amounts of the employer’s balances of deferred outflows and inflows of resources related to OPEB, excluding contributions made subsequent to the measurement date, will be recognized in OPEB expense as follows:

Year ended September 30:	
2025	\$ (927)
2026	(1,227)
2027	(1,233)
2028	(2,135)
2029	(2,694)
Thereafter	\$ (2,766)

12. LITIGATION AND CONTINGENCIES

The Town participates in some state and Federal grant programs which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the Town has not complied with the rules and regulations governing the grants, if any, refunds of any money received may be required and the collectability of any related receivable at September 30, 2024 may be impaired. In the opinion of the Town, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying financial statements for such contingencies.

TOWN OF HICKORY CREEK

NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

13. RISK MANAGEMENT

Liability and property insurance coverage is provided by TML Intergovernmental Risk Pool. The Town retains, as a risk only, the deductible amounts for each declaration of coverage. There were no reductions in coverage in the past fiscal year and there were no settlements exceeding insurance coverage in each of the past three fiscal years.

The Town is a member of the Texas Municipal League Intergovernmental Risk Pool. Insurance coverage of the Town is divided into the following types: property, crime, general liability, public official's liability, auto liability, auto physical damage, auto catastrophic, inland marine (mobile equipment), law enforcement liability, and boiler and machinery.

14. SUBSEQUENT EVENTS

Management has reviewed events subsequent to September 30, 2024 through December 2, 2024, which is the date the financial statements were available to be issued. No subsequent events were identified that were required to be recorded or disclosed in the financial statements.

15. LEASES

In June 2017, GASB issued Statement No. 87 - Leases. This statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. The initial adoption date was postponed to fiscal years beginning after June 15, 2021 (FY2022) by GASB Statement No. 95 - Postponement of the Effective Dates of Certain Authoritative Guidance, which was issued in May of 2020.

Per review of the agreements identified by the Town as potential leases, the leases were determined to either not meet the definition of a lease or were immaterial to the financial statements.

16. SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

In May 2020, GASB issued Statement No.96 – Subscription-Based Information Technology Arrangements (“SBITA”). This statement increases the usefulness of governments' financial statements by requiring recognition of certain right-to-use subscription assets and corresponding subscription liabilities for SBITAs that were previously recognized as outflows of resources based on the payment provisions of the contract. The statement is effective for fiscal years beginning after June 15, 2022.

Per review of the information technology arrangements identified by the Town as potential SBITAs, the arrangements were determined to either not meet the definition of a SBITA, or were immaterial to the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF HICKORY CREEK

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
YEAR ENDED SEPTEMBER 30, 2023

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Total Pension Liability				
Service Cost	\$ 325,737	\$ 314,101	\$ 262,368	\$ 234,704
Interest (on the Total Pension Liability)	404,864	359,123	316,907	280,109
Changes of benefit terms	-	-	-	-
Difference between expected and actual experience	15,468	99,410	103,093	115,335
Change of assumptions	8,707	-	-	-
Benefit payments, including refunds of employee contributions	<u>(118,429)</u>	<u>(83,203)</u>	<u>(82,401)</u>	<u>(115,253)</u>
Net Change in Total Pension Liability	636,347	689,431	599,967	514,895
Total Pension Liability – Beginning	<u>5,894,326</u>	<u>5,204,895</u>	<u>4,604,928</u>	<u>4,090,033</u>
Total Pension Liability – Ending (a)	<u><u>\$6,530,673</u></u>	<u><u>\$5,894,326</u></u>	<u><u>\$5,204,895</u></u>	<u><u>\$ 4,604,928</u></u>
Plan Fiduciary Net Position				
Contributions – Employer	\$ 283,563	\$ 256,018	\$ 205,523	\$ 162,785
Contributions – Employee	129,481	122,764	105,127	95,519
Net Investment Income (Loss)	540,012	(344,384)	517,437	269,936
Benefit payments, including refunds of employee contributions	(118,429)	(83,203)	(82,401)	(115,253)
Administrative Expense	(3,425)	(2,969)	(2,387)	(1,741)
Other	<u>(24)</u>	<u>3,544</u>	<u>17</u>	<u>(69)</u>
Net Change in Plan Fiduciary Net Position	831,178	(48,230)	743,316	411,177
Plan Fiduciary Net Position – Beginning	<u>4,651,794</u>	<u>4,700,024</u>	<u>3,956,708</u>	<u>3,545,531</u>
Plan Fiduciary Net Position – Ending (b)	<u><u>\$5,482,972</u></u>	<u><u>\$4,651,794</u></u>	<u><u>\$4,700,024</u></u>	<u><u>\$ 3,956,708</u></u>
Net Pension Liability – Ending (a) – (b)	<u><u>\$1,047,701</u></u>	<u><u>\$1,242,532</u></u>	<u><u>\$ 504,871</u></u>	<u><u>\$ 648,220</u></u>
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	83.96%	78.92%	90.30%	85.92%
Covered Employee Payroll	\$1,849,726	\$1,753,777	\$1,501,821	\$ 1,364,557
Net Pension Liability as a Percentage of Covered Employee Payroll	56.64%	70.85%	33.62%	47.50%

Note: The information from this schedule corresponds with the period covered as of the Plan's measurement dates of December 31.

<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
\$ 217,722	\$ 198,358	\$ 182,790	\$ 177,160	\$ 165,653	\$ 174,809
233,183	212,443	193,825	168,939	160,830	165,468
-	-	-	-	-	-
333,103	(1,302)	(36,475)	68,097	(69,632)	(311,100)
29,386	-	-	-	1,125	-
<u>(138,131)</u>	<u>(85,694)</u>	<u>(58,520)</u>	<u>(38,143)</u>	<u>(78,847)</u>	<u>(102,884)</u>
675,263	323,805	281,620	376,053	179,129	(73,707)
<u>3,414,770</u>	<u>3,090,965</u>	<u>2,809,345</u>	<u>2,433,292</u>	<u>2,254,163</u>	<u>2,327,870</u>
<u>\$ 4,090,033</u>	<u>\$ 3,414,770</u>	<u>\$ 3,090,965</u>	<u>\$ 2,809,345</u>	<u>\$ 2,433,292</u>	<u>\$ 2,254,163</u>
\$ 170,812	\$ 140,364	\$ 124,509	\$ 112,899	\$ 116,879	\$ 107,208
144,563	84,497	75,891	73,250	72,248	73,630
452,530	(86,094)	332,276	142,458	2,945	103,811
(138,131)	(85,694)	(58,520)	(38,143)	(78,847)	(102,884)
(2,549)	(1,660)	(1,720)	(1,607)	(1,793)	(1,083)
<u>(77)</u>	<u>(87)</u>	<u>(87)</u>	<u>(87)</u>	<u>(89)</u>	<u>(89)</u>
627,148	51,326	472,349	288,770	111,343	180,593
<u>2,918,383</u>	<u>2,867,057</u>	<u>2,394,708</u>	<u>2,105,938</u>	<u>1,994,595</u>	<u>1,814,002</u>
<u>\$ 3,545,531</u>	<u>\$ 2,918,383</u>	<u>\$ 2,867,057</u>	<u>\$ 2,394,708</u>	<u>\$ 2,105,938</u>	<u>\$ 1,994,595</u>
<u>\$ 544,502</u>	<u>\$ 496,387</u>	<u>\$ 223,908</u>	<u>\$ 414,637</u>	<u>\$ 327,354</u>	<u>\$ 259,568</u>
86.69%	85.46%	92.76%	85.24%	86.55%	88.48%
\$ 1,276,958	\$ 1,155,932	\$ 1,084,165	\$ 1,046,424	\$ 1,032,109	\$ 1,055,218
42.64%	42.94%	20.65%	39.62%	31.75%	24.60%

TOWN OF HICKORY CREEK

SCHEDULE OF EMPLOYER CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM
FOR FISCAL YEAR 2024

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Contractually Required Contribution	\$ 302,503	\$ 281,639	\$ 245,854
Contribution in Relation to the Contractually Required Contribution	<u>(302,503)</u>	<u>(281,639)</u>	<u>(245,854)</u>
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's Covered-Employee Payroll	\$1,965,974	\$1,838,697	\$ 1,695,367
Contributions as a Percentage of Covered-Employee Payroll	15.39%	15.32%	14.50%

Note: The information from this schedule corresponds with the Town's fiscal years ended September 30.

2021	2020	2019	2018	2017	2016	2015
\$ 200,787	\$ 161,368	\$ 150,388	\$ 136,996	\$ 121,089	\$ 114,731	\$ 114,451
(200,787)	(161,368)	(150,388)	(136,996)	(121,089)	(114,731)	(114,451)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,504,573	\$ 1,355,083	\$ 1,240,701	\$ 1,151,205	\$ 1,060,603	\$ 1,036,338	\$ 1,023,296
13.34%	11.91%	12.12%	11.90%	11.42%	11.07%	11.18%

TOWN OF HICKORY CREEK

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
SEPTEMBER 30, 2024

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Total OPEB Liability						
Service cost	\$ 2,035	\$ 4,384	\$ 3,755	\$ 2,320	\$ 1,788	\$ 1,849
Interest on total OPEB liability	1,760	1,187	1,136	1,272	1,259	1,125
Changes of benefit terms	-	-	-	-	-	-
Differences between expected and actual experience	(3,154)	(58)	1,014	(1,352)	1,103	88
Change of assumptions or inputs	1,966	(24,636)	2,119	7,957	8,025	(2,949)
Benefit payments/refunds of contributions	(740)	(702)	(601)	(136)	(128)	(116)
Net change in total OPEB liability	<u>1,867</u>	<u>(19,825)</u>	<u>7,423</u>	<u>10,061</u>	<u>12,047</u>	<u>(3)</u>
Total OPEB liability, beginning	<u>42,821</u>	<u>62,646</u>	<u>55,223</u>	<u>45,162</u>	<u>33,115</u>	<u>33,118</u>
Total OPEB liability, ending	<u>\$ 44,688</u>	<u>\$ 42,821</u>	<u>\$ 62,646</u>	<u>\$ 55,223</u>	<u>\$ 45,162</u>	<u>\$ 33,115</u>
Covered employee payroll	1,849,726	1,753,777	1,501,821	1,364,557	1,276,960	1,155,932
Net OPEB liability as a percentage of covered payroll	2.42%	2.44%	4.17%	4.05%	3.54%	2.86%

Note: The information from this schedule corresponds with the period covered as of the Plan's measurement dates of December 31. Plan information was unavailable prior to 2018. Ten years will ultimately be displayed.

No assets are accumulated in a trust as defined by GASB 75. Benefits are on a pay as you go basis.

TOWN OF HICKORY CREEK

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Note A – Net Pension Liability – Texas Municipal Retirement System

Valuation Date:

Notes Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	22 years (longest amortization ladder)
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.5%
Salary Increases	3.60% to 11.85%, including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the Town's plan of benefits. Last updated for the 2023 valuation pursuant to an experience study of the period ending 2022.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and the female rates are multiplied by 105%. The rates are projected on a fully generational basis with Scale MP- 2021 (with immediate convergence). Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis by the most recent scale MP- 2021 (with immediate convergence).

Changes of Benefit Terms

There were no benefit changes during the year.

Changes in the Size or Composition of the Population Covered by the Benefit Terms

There were no changes in the size or composition of the population covered by the benefit terms during the measurement period.

Changes of Assumptions

There were no changes of assumptions or other inputs that affected measurement of the total pension liability during the measurement period.

TOWN OF HICKORY CREEK

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Note B – Total OPEB Liability – Texas Municipal Retirement System

Valuation Date:

Notes Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Inflation	2.5%
Salary Increases	3.60% to 11.85%, including inflation
Discount Rate	3.77%
Retirement Age	Experience-based table of rates that are specific to the Town’s plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014-2018
Mortality	2019 Municipal Retirees of Texas Mortality Tables with 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by the most recent scale MP- 2021 (with immediate convergence) to account for future mortality improvements subject to the floor.

**COMBINING & INDIVIDUAL FUND
STATEMENTS & SCHEDULE**

TOWN OF HICKORY CREEK

GENERAL FUND
STATEMENT OF REVENUES - BUDGET, (GAPP BASIS) AND ACTUAL
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Ad valorem tax	\$ 1,670,029	\$ 1,648,961	\$ (21,068)
Franchise tax	379,500	389,702	10,202
Sales tax	2,100,000	2,240,657	140,657
Mixed beverage tax	35,000	40,601	5,601
Hotel occupancy tax	5,000	6,085	1,085
Court citations	853,560	880,976	27,416
Corp of Engineers	64,215	64,215	-
Building permits	650,000	371,248	(278,752)
Road improvement fees	-	6,550	6,550
Tree mitigation fees	-	343,250	343,250
Interlocal agreements	198,135	198,467	332
Parks and recreation fees	107,000	173,519	66,519
Other permits and fees	65,959	136,758	70,799
Drug seizure/forfeiture funds	60,000	14,690	(45,310)
Animal adoption & impound fees	18,000	21,325	3,325
Interest income	400,040	635,592	235,552
Rental income	-	43,300	43,300
EDC administrative fees	-	6,242	6,242
Donations	1,000	13,768	12,768
Insurance proceeds	-	11,800	11,800
Other revenue	78,943	9,743	(69,200)
TOTAL REVENUE	<u>\$ 6,686,381</u>	<u>\$ 7,257,449</u>	<u>\$ 571,068</u>

TOWN OF HICKORY CREEK

STATEMENT OF GENERAL FUND EXPENDITURES
BUDGET (GAAP BASIS) AND ACTUAL
FOR THE YEAR ENDED SEPTEMBER 30, 2024
PLUS COMPARATIVE AMOUNTS FOR THE YEAR ENDED SEPTEMBER 30, 2023

	2024		Variance Favorable (Unfavorable)	2023 Actual
	Budget	Actual		
Expenditures:				
General Government:				
Salaries and Wages	\$ 439,801	\$ 442,043	\$ (2,242)	\$ 423,876
Insurance, Taxes and Retirement	141,775	138,510	3,265	143,580
Dues and Memberships	3,500	2,077	1,423	4,402
Training and Education	1,500	2,630	(1,130)	1,669
Office Supplies and Postage	10,000	12,375	(2,375)	10,671
Printing	2,500	1,543	957	2,847
Document Management/Recording Fees	1,250	470	780	2,412
Copier Rental	3,600	4,301	(701)	3,620
Computer Support and Maintenance	105,000	93,663	11,337	70,427
Advertising/Legal Notices	2,000	3,093	(1,093)	3,701
Public Relations	35,000	31,705	3,295	32,079
Telephone	45,000	44,985	15	37,577
Utilities	55,000	62,371	(7,371)	46,025
Legal Fees	50,000	108,089	(58,089)	57,977
Audit Fees	15,500	15,500	-	15,000
General Insurance	51,915	51,907	8	43,718
Building Maintenance and Supplies	150,000	150,520	(520)	131,619
Library Services	1,200	1,504	(304)	1,233
Travel	2,000	110	1,890	1,460
Tax Collection/Appraisal Costs	19,525	18,836	689	16,606
Ordinance Codification	2,000	2,641	(641)	-
Election costs	15,000	-	15,000	14,908
Town Council Costs	10,000	4,992	5,008	10,073
Volunteer/Staff Events	8,000	5,236	2,764	9,210
Children's Advocacy Center	7,228	-	7,228	3,400
Helping Hands	200	-	200	-
SPAN	5,000	5,121	(121)	-
Special Events	25,000	20,155	4,845	13,724
Other Expenditures	1,300	1,094	206	1,181
Total General Government Expenditures	1,209,794	1,225,471	(15,677)	1,102,995
Police Department:				
Salaries and Wages	1,277,083	1,214,335	62,748	1,083,004
Insurance, Taxes and Retirement	391,356	382,343	9,013	370,864
Office Supplies and Postage	2,000	2,013	(13)	2,500
Dues and Memberships	500	-	500	508
Personnel Equipment	40,000	117,615	(77,615)	96,898
Crime Lab Analysis	6,500	2,930	3,570	6,300
Auto Expense - Lease	60,000	51,651	8,349	51,315
Auto Expense - Gas	50,000	66,074	(16,074)	53,151
Auto Expense - Repairs	75,000	102,389	(27,389)	47,757
Uniforms	12,000	11,812	188	17,657
Books and Subscriptions	6,000	572	5,428	202
Computer Support and Maintenance	75,500	38,085	37,415	49,126
Citizens on Patrol	250	-	250	-
Community Outreach	300	618	(318)	620
Denton County Dispatch	38,508	38,508	-	29,383

TOWN OF HICKORY CREEK

STATEMENT OF GENERAL FUND EXPENDITURES
BUDGET (GAAP BASIS) AND ACTUAL (CONTINUED)
FOR THE YEAR ENDED SEPTEMBER 30, 2024
PLUS COMPARATIVE AMOUNTS FOR THE YEAR ENDED SEPTEMBER 30, 2023

	2024		Variance Favorable (Unfavorable)	2023
	Budget	Actual		Actual
Police Department continued:				
Drug Forfeiture/Seizure	\$ 30,631	\$ 42,071	\$ (11,440)	\$ 35
Task Force Forfeiture	10,000	-	10,000	-
K-9 Unit	5,000	1,645	3,355	20,452
Training and Travel	10,500	10,126	374	6,464
Total Police Department Expenditures	<u>2,091,128</u>	<u>2,082,787</u>	<u>8,341</u>	<u>1,836,236</u>
Expenditures:				
Fire Department:				
Contract Services	970,692	970,692	-	970,692
Total Fire Department Expenditures	<u>970,692</u>	<u>970,692</u>	<u>-</u>	<u>970,692</u>
Municipal Court:				
Salaries and Wages	88,516	88,107	409	81,194
Insurance, Taxes and Retirement	28,259	27,608	651	27,666
Office Supplies and Postage	1,000	960	40	1,715
Dues and Memberships	150	205	(55)	130
Travel	500	-	500	47
Training and Education	500	450	50	300
Municipal Judge	13,800	13,675	125	13,821
State Court Costs	311,060	298,648	12,412	272,228
Building Security/Court Technology Costs	33,986	8,073	25,913	12,868
Books and Subscriptions	100	80	20	-
Total Municipal Court	<u>477,871</u>	<u>437,806</u>	<u>40,065</u>	<u>409,969</u>
Public Works:				
Salaries and Wages	282,820	289,910	(7,090)	265,737
Insurance, Taxes and Retirement	92,981	90,840	2,141	89,989
Dues and Memberships	450	404	46	100
Office Supplies and Postage	1,750	1,651	99	1,022
Computer Support and Maintenance	3,500	8,148	(4,648)	6,897
Animal Control	32,000	25,302	6,698	32,120
Auto Expense - Gas	20,000	21,105	(1,105)	18,537
Auto Expense - Repairs	10,000	22,424	(12,424)	15,114
Supplies	5,000	5,560	(560)	6,376
Equipment Repairs and Maintenance	25,500	34,437	(8,937)	10,841
Uniforms	2,800	2,091	709	3,499
Training	800	815	(15)	879
Travel	3,000	28	2,972	2,266
Street Lighting	45,000	54,334	(9,334)	36,789
Street Repairs and Maintenance	25,000	74,986	(49,986)	59,234
Engineering	175,000	150,317	24,683	209,457
Inspection Fees	50,000	64,001	(14,001)	99,910
Landscaping Services	90,000	69,735	20,265	80,473
Parks and Recreation	154,500	46,677	107,823	65,217
Beautification	125,000	24,003	100,997	12,780
Radios	3,800	4,395	(595)	4,335
Total Public Works	<u>1,148,901</u>	<u>991,163</u>	<u>157,738</u>	<u>1,021,572</u>

TOWN OF HICKORY CREEK

STATEMENT OF GENERAL FUND EXPENDITURES
BUDGET (GAAP BASIS) AND ACTUAL (CONTINUED)
FOR THE YEAR ENDED SEPTEMBER 30, 2024
PLUS COMPARATIVE AMOUNTS FOR THE YEAR ENDED SEPTEMBER 30, 2023

	2024		Variance Favorable (Unfavorable)	2023 Actual
	Budget	Actual		
Expenditures:				
Capital Outlay:				
Buildings	\$ -	\$ -	\$ -	\$ -
Equipment and Vehicles	205,000	256,073	(51,073)	394,510
Infrastructure	-	23,177	(23,177)	-
Parks	-	90,321	(90,321)	208,640
Total Capital Outlay	<u>205,000</u>	<u>369,571</u>	<u>(164,571)</u>	<u>603,150</u>
 Total Expenditures	 <u>\$6,103,386</u>	 <u>\$6,077,490</u>	 <u>\$ 25,896</u>	 <u>\$5,944,614</u>

TOWN OF HICKORY CREEK

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	<u>Budgeted Amounts</u>		Actual Amounts (GAAP BASIS)	Variance With Final Budget
	<u>Original</u>	<u>Final</u>		
Revenues:				
Taxes - Ad Valorem	\$ 838,526	\$ 852,726	\$ 829,071	\$ (23,655)
Total Revenues	<u>838,526</u>	<u>852,726</u>	<u>829,071</u>	<u>(23,655)</u>
Expenditures:				
Principal	550,000	550,000	550,000	-
Interest	292,760	292,700	295,725	(3,025)
Total Expenditures	<u>842,760</u>	<u>842,700</u>	<u>845,725</u>	<u>(3,025)</u>
Excess of Revenue over Expenditures	<u>(4,174)</u>	<u>10,026</u>	<u>(16,654)</u>	<u>(26,680)</u>
Other Financing Resources (Uses):				
Transfers In	-	-	16,654	16,654
Total Other Financing Resources (Uses)	<u>-</u>	<u>-</u>	<u>16,654</u>	<u>16,654</u>
Net Change in Fund Balance	(4,174)	10,026	-	(10,026)
Fund Balance – October 1 (beginning)	-	-	-	-
Fund Balance – September 30 (ending)	<u>\$ (4,174)</u>	<u>\$ 10,026</u>	<u>\$ -</u>	<u>\$ (10,026)</u>

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TOWN OF HICKORY CREEK

SCHEDULE OF DELINQUENT TAXES RECEIVABLE
SEPTEMBER 30, 2024

Tax Year	Tax Rates		Assessed Valuation	Balance September 30, 2023
	Maintenance	Debt Service		
2002	0.29934	-	197,999,265	2
2003	0.31939	-	218,034,378	2
2004	0.34020	-	241,570,253	361
2005	0.34020	-	259,282,187	432
2006	0.34020	-	287,603,175	423
2007	0.27824	0.16738	318,990,395	567
2008	0.27442	0.17120	319,262,600	587
2009	0.249409	0.174878	317,875,400	492
2010	0.245426	0.178861	308,348,595	2,724
2011	0.242609	0.181678	307,337,200	2,654
2012	0.244716	0.179571	309,243,743	3,636
2013	0.235848	0.181034	317,095,245	4,669
2014	0.238121	0.163246	352,265,383	4,578
2015	0.194116	0.207251	385,206,806	5,769
2016	0.197559	0.189760	426,423,955	5,755
2017	0.197067	0.169866	464,507,144	6,395
2018	0.204169	0.143366	561,813,918	6,596
2019	0.198590	0.131812	613,243,867	6,622
2020	0.198363	0.121580	662,370,797	6,575
2021	0.199143	0.108137	739,021,088	6,807
2022	0.176495	0.093822	897,771,875	14,872
2023	0.157506	0.079180	1,050,106,470	-
Total				<u>\$ 80,518</u>

<u>Current Levy</u>	<u>Collections</u>	<u>Supplements/ Adjustments</u>	<u>Balance September 30, 2024</u>
	-	(2)	-
	-	-	2
	-	-	361
	-	-	432
	-	-	423
	-	-	567
	-	-	587
	-	-	492
	-	-	2,724
	-	-	2,654
	125	(41)	3,470
	330	-	4,339
	-	-	4,578
	350	-	5,419
	-	-	5,755
	384	-	6,011
	404	-	6,192
	(280)	(280)	6,622
	120	127	6,582
	65	8,534	15,276
	(7,806)	(14,162)	8,516
<u>\$ 2,485,455</u>	<u>2,472,946</u>	<u>-</u>	<u>12,509</u>
<u>\$ 2,485,455</u>	<u>\$ 2,466,638</u>	<u>\$ (5,824)</u>	<u>\$ 93,511</u>
Less allowance for uncollectible accounts			<u>-</u>
			<u>\$ 93,511</u>

TOWN OF HICKORY CREEK

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
ECONOMIC DEVELOPMENT CORPORATION
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Revenues:

Taxes – Sales	\$ 320,094
Interest Income	150,866
Lease Income	15,000
Gas Royalties	103
Other Income	100
Total Revenues	<u>486,163</u>

Expenditures:

Administration:

Legal and Professional	2,830
Marketing	3,100
Administrative Fees	19,200
Land Survey Costs	1,500
Real Estate Taxes	158
Total Expenditures	<u>26,788</u>

Change in Fund Balance	459,375
Fund Balance – October 1 (beginning)	<u>2,607,448</u>
Fund Balance – September 30 (ending)	<u><u>\$ 3,066,823</u></u>

TOWN OF HICKORY CREEK

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
PUBLIC IMPROVEMENT DISTRICT NO. 1
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Revenues:	
Special Assessment Fees	\$ 278,054
Interest Income	27,060
Total Revenues	<u>305,114</u>
Expenditures:	
Current:	
Administrator Costs	9,689
Audit Fee	1,750
Tax Statements Fee	160
Debt Service:	
Principal	95,000
Interest and Fees	140,500
Total Expenditures	<u>247,099</u>
Change in Fund Balance	58,015
Fund Balance – October 1 (beginning)	<u>411,756</u>
Fund Balance – September 30 (ending)	<u>\$ 469,771</u>

TOWN OF HICKORY CREEK

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
PUBLIC IMPROVEMENT DISTRICT NO. 2
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Revenues:	
Special Assessment Fees	\$ 368,067
Interest Income	43,810
Total Revenues	<u>411,877</u>
Expenditures:	
Current:	
Administrator Costs	22,757
Audit Fee	1,750
Tax Statement Fees	144
Debt Service:	
Principal	80,000
Interest and Fees	221,000
Total Expenditures	<u>325,651</u>
Change in Fund Balance	86,226
Fund Balance – October 1 (beginning)	<u>655,661</u>
Fund Balance – September 30 (ending)	<u><u>\$ 741,887</u></u>

TOWN OF HICKORY CREEK

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
PUBLIC IMPROVEMENT DISTRICT NO. 3
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Revenues:

Special Assessment Fees	\$ 325,412
Interest Income	32,349
Total Revenues	<u>357,761</u>

Expenditures:

Current:

Administrator Costs	35,747
Audit Fee	1,750
Tax Statement Fees	134

Debt Service:

Principal	90,000
Interest and Fees	176,500
Total Expenditures	<u>304,131</u>

Change in Fund Balance 53,630

Fund Balance – October 1 (beginning) 415,608

Fund Balance – September 30 (ending) \$ 469,238

Members:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC
ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED
PUBLIC ACCOUNTANTS

**HANKINS, EASTUP, DEATON,
TONN, SEAY & SCARBOROUGH**
A Limited Liability Company

CERTIFIED PUBLIC ACCOUNTANTS

902 NORTH LOCUST
P.O. BOX 977
DENTON, TX 76202-0977

TEL. (940) 387-8563
FAX (940) 383-4746

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and Town Council
Town of Hickory Creek, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the discretely presented component unit and each major fund of the Town of Hickory Creek, Texas, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise The Town of Hickory Creek, Texas's basic financial statements, and have issued our report dated December 2, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of the audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, LLC
Denton, Texas

December 2, 2024

SCHOOL

VETERANS
MEMORIAL

CITY HALL

24' EASEMENT

- AMENITIES LIST:**
1. BENCH
 2. FENCING
 3. FLEX FIELD
 4. PLAYGROUND ENTRANCE
 5. FLEX SPACE
 6. PLAZA SPACES
 7. LEISURE CENTER
 8. OVERLOOK
 9. BRIDGE
 10. WATER FEATURE
NOTE: WATER WELL FOR FUTURE IRRIGATION
 11. COVERED PORCH
 12. TRELLIS LIVING SCREEN
 13. ENTRY ARCH
 14. RAISED CROSSWALK
 15. PARK PAVILION
 16. SEAT WALL
 17. FOOD TRUCK AREA
NOTE: HAS FOUR POWER HOOKUPS
 18. PARKING
 19. PUTTING GREEN
 20. NEW GAGA BALL
 21. EXISTING GAGA BALL
 22. NEW PLAYGROUND
 23. EXISTING PLAYGROUND
 24. BASKETBALL/TENNIS COURT COMBO
 25. OPTIONAL SAND VOLLEYBALL
 26. FOUNTAIN
 27. CORNHOLE
 28. FIREPIT
 29. FLEX SEATING
 30. TABLES
 31. PICKLEBALL
 32. COVERED PICKLEBALL
 33. COVERED SEATING FOR PICKLEBALL COURTS
 34. EXISTING STRUCTURE



LEISURE CENTER MASTER PLAN

These drawings and the information contained herein are for general presentation purposes only and are not intended nor shall be used for design or as construction plans. The owner reserves the right to modify or change all designs without notice to the public.

HICKORY CREEK LEISURE CENTER OPINION OF PROBABLE CONSTRUCTION COST

Halff Associates
1/16/2025

BASE BID					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	PRICE PER UNIT	AMOUNT
SITE PREPARATION					
1	Remove existing structures & fencing	LS	1	\$10,000.00	\$10,000.00
2	Find, locate and abandon existing utilities	LS	1	\$10,000.00	\$10,000.00
3	Site Prep	AC	7	\$5,000.00	\$35,000.00
4	Unspecified/Unknown miscellaneous conditions	AL	1	\$25,000.00	\$25,000.00
5	Berm Grading	CY	390	\$20.00	\$7,800.00
SITE IMPROVEMENTS					
6	Site Lighting	LS	1	\$100,000.00	\$100,000.00
7	Site Utilities, Complete in Place	LS	1	\$300,000.00	\$300,000.00
8	Water Feature	LS	1	\$250,000.00	\$250,000.00
LEISURE CENTER					
9	Leisure Center	SF	5,700	\$400.00	\$2,280,000.00
PARKING LOT					
10	Concrete Parking Lot with Curbs and Driveways	SF	12,238	\$12.00	\$146,856.00
11	Parking Lot Striping (includes aisles and symbols)	LS	1	\$3,000.00	\$3,000.00
12	Parking Lot Signage	EA	2	\$1,200.00	\$2,400.00
SITE ACCESS					
13	Concrete Sidewalk/Trail	SF	347,816	\$8.00	\$2,782,528.00
14	Ronald Reagan Crosswalk with Warning System	EA	2	\$30,000.00	\$60,000.00
15	Entry Bridge with Overlook	EA	1	\$25,000.00	\$25,000.00
16	Bridge	EA	1	\$10,000.00	\$10,000.00
17	Park Specific Signage (non-traffic related)	EA	2	\$1,000.00	\$2,000.00
SITE AMENITIES					
18	Picnic Tables	EA	24	\$4,500.00	\$108,000.00
19	Benches	EA	8	\$2,000.00	\$16,000.00
20	Drinking Fountains	EA	3	\$3,500.00	\$10,500.00
21	Trash Receptacles	EA	3	\$3,500.00	\$10,500.00
22	Seat Wall	EA	4	\$6,500.00	\$26,000.00
23	Decorative Fountain	EA	1	\$3,000.00	\$3,000.00
PARK STRUCTURES					
24	Gate House	EA	1	\$50,000.00	\$50,000.00
25	Pavilion - Wood Material	EA	1	\$175,000.00	\$175,000.00
26	8 Post Shade Structure 40'R	EA	1	\$45,000.00	\$45,000.00
27	Pickleball Shade Structure 132x108	EA	1	\$250,000.00	\$250,000.00
28	Entry Arch	EA	1	\$10,000.00	\$10,000.00
29	Decomposed Granite	SF	6,249	\$3.00	\$18,747.00
PLAYGROUND					
30	Fencing - School Playground Buffer	LF	356	\$25.00	\$8,900.00
31	Playground Improvements	LS	1	\$300,000.00	\$300,000.00
32	Gaga Ball	EA	1	\$6,000.00	\$6,000.00
33	Play surface Wood Chips - 5" Depth	CY	94	\$120.00	\$11,280.00
BASKETBALL COURT					
34	Basketball Court/Tennis Court	EA	1	\$70,000.00	\$70,000.00
PICKLEBALL COURT					
35	Pickleball Court	EA	12	\$55,000.00	\$660,000.00
36	Pickleball Fencing	LF	600	\$10.00	\$6,000.00
LANDSCAPE IMPROVEMENTS - BASE BID					
37	Living Screen Trellis	EA	1	\$5,000.00	\$5,000.00
38	Plant Material - Block Sod	SY	148,000	\$5.50	\$814,000.00
39	Plant Material - Shrubs	EA	300	\$35.00	\$10,500.00
40	Plant Material - Shade Trees	EA	52	\$500.00	\$26,000.00
41	Plant Material - Ornamental Trees	EA	4	\$500.00	\$2,000.00
42	River Rock - 3" Depth	CY	30	\$150.00	\$4,500.00
43	Irrigation	SF	143,000	\$2.50	\$357,500.00
44	Landscape Bed Prep	SF	4,800	\$5.00	\$24,000.00
TOTAL					
	Subtotal Improvements				\$9,078,011.00
	Contingency		10%		\$907,801.10
	LEISURE CENTER CONSTRUCTION GRAND TOTAL				\$9,985,812.10

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



January 20, 2025

Project No. (AVO): 56598.002

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

RE: Hickory Creek Leisure Center
Ronald Reagan Ave., Hickory Creek, TX

Dear John,

At Halff, we improve lives and communities by turning ideas into reality. We do that by working with great clients on meaningful projects. As such, we are pleased to submit the following Scope of Services for the Hickory Creek Leisure Center Schematic Design for the Town of Hickory Creek.

The proposed services to be performed are described in the Scope of Services (**Attachment A**). The proposed fees identified shall be considered lump sum for the project, unless otherwise noted, and will not be exceeded without your prior approval. The fees identified do not include scope revisions or additions once the project is under way. Additional work requested by the client will require a revision to the scope and fees established in this proposal. Our services will be invoiced monthly based on a percent of completion of the total lump sum fees. Proposed services that are not included as part of the Scope of Service are listed in the Exclusions/Available Additional Services (**Attachment B**); however, these services can be provided by Halff upon request. A PROJECT Exhibit (**Attachment C**) and estimated PROJECT Schedule (**Attachment D**) are also included.

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

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

Sincerely,

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

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

ATTACHMENT A
BASIC SCOPE OF SERVICES
PROFESSIONAL LANDSCAPE ARCHITECTURE AND ENGINEERING
SERVICES FOR
HICKORY CREEK LEISURE CENTER

PURPOSE

Halff (CONSULTANT) shall provide Landscape Architecture and Civil Engineering Schematic Design Services for the Hickory Creek Leisure Center (PROJECT), to the Town of Hickory Creek (CLIENT). The purpose of the PROJECT is to provide Schematic Design services for a community leisure center and recreation park across from Town Hall based on a previously approved Master Concept Plan. The project will provide a community gathering space for recreational, education, and social activities for the citizens of Hickory Creek. The construction cost for the approved Concept is approximately \$9,000,000, not including inflation.

SCOPE

The PROJECT is located on a 5.3-acre tract of land along Ronald Reagan Boulevard across from Town Hall. The site is largely vacant, with an existing playground in the northeast corner and a storage building in the southeast corner. The project will be based on the approved Master Plan Concept for the site and will have the following Scope Items:

- New parking
- Perimeter and interior sidewalks
- 12 pickleball courts
- Covered seating
- Perimeter fencing
- Playground improvements
- Site drainage designed to capture on-site runoff into a detention/retention area with overflow directed to the storm system.
- Pedestrian Bridge/overlook over water
- Multi-purpose court for basketball, tennis, and other options.
- Volleyball court
- Small entrance gazebo
- Large, covered pavilion for pickleball courts
- Picnic tables
- Benches
- Expansion of Ronald Reagan along park for on-street parking
- Expansion of Ronald Reagan at key point for four (4) food trucks with electrical hookups
- New crosswalk striping across Ronald Reagan
- Outdoor games areas (cornhole, firepits, etc)
- Putting green
- Event building
 - 3000 s.f. Leisure Center with covered porches
 - Coordinate aesthetic design with City-approved pre-engineered/manufactured building supplier
- Structural design for:
 - (1) Pickle ball court foundation containing 8 covered and 4 uncovered courts

- (1) Basketball court
- (2) Boardwalk foundations over pond near event building
- (2) Pre-engineered pavilion foundations
 - Gate pavilion
 - Pickle ball court covering 8 courts
- Design of PEMB foundation for event building
- Civil Design
- Water/Wastewater Design

ASSUMPTIONS

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

1. The Scope of Services represents a single, stand-alone project consisting of tasks described below for the design and construction of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.
2. Funding support services including preparation of graphics and exhibits are not included in this Scope of Services. This service may be provided but will be considered an Additional Service, billed hourly.
3. The PROJECT will follow TxDOT, NCTCOG, IBC, and the Town of Hickory Creek design requirements as applicable.
4. As needed, CLIENT will provide available existing conditions information and base-map data, including, but not limited to:
 - As-built plans, record drawings, and/or condition assessments for existing utilities located within the proximity or adjacent to the PROJECT area.
 - Current property and easement information.
 - Existing or previous environmental reporting.
 - Base information such as CADD or GIS data
 - GIS data for FEMA floodplain
 - Hydraulic models
5. The CLIENT will be responsible for distributing, coordinating, and facilitating all submittal milestones/packages to necessary stakeholders, including correspondence during the submittal review period(s) and providing CONSULTANT with organized reviews and/or comments and/or feedback from reviewing entities.
6. In addition to any base map data provided by the CLIENT (as described above), CONSULTANT will utilize publicly available and CLIENT-provided data (aerial ortho imagery, contours, record drawings, etc.) outside the limits of survey to supplement PROJECT development. Supplemental information will be used in the assessment, review, and design of the proposed improvements within the project boundary.
7. The PROJECT schedule shall be subject to CLIENT review within a maximum of 10 business days. **The schedule milestone dates are based on an assumed CLIENT and stakeholder submittal review period of a maximum of 10 business day.** Review periods exceeding (2) two weeks may impact subsequent submittals and milestone dates, and revision of the project schedule may be required.
8. Project coordination meetings described herein will be held at the CONSULTANT's office or virtually, unless on-site meeting is specified. CONSULTANT shall notify CLIENT and request additional compensation if additional meetings are necessary for ongoing coordination and/or the completion of the PROJECT.

9. It is assumed site retaining wall design, if required, will be performed by the general contractor on a design-build basis.
10. It is assumed that no offsite public sewer extension or public water extension will be required to serve this site.
11. It is assumed that no public improvements other than the on-street parking addition will be required for the project.
12. Current zoning is C-1, commercial. A zoning change is not included in this proposal.
13. It is assumed a traffic impact analysis (TIA) will not be required.
14. It is assumed onsite detention will be required.
15. MEP design of prefabricated building is excluded but can be added as an additional service.
16. Halff will coordinate site building and shade structure designs with a city-approved supplier. All drawings of buildings and shade structures by Halff will only be to represent aesthetic and size standards for contractor bidding purposes only. All sealed drawings for buildings or shade structures will be supplied by the city-approved supplier as part of the construction submittals review process.

PHASE 1 – DESIGN SUPPORT SERVICES

TASK 1.1 – PROJECT MANAGEMENT

Project Management Coordination, Communications, and Reporting:

CONSULTANT will provide monthly progress reports to the CLIENT which will detail the current progress, highlight any outstanding issues, and address future concerns. This will be provided via email. Additionally, CONSULTANT will conduct internal meetings with their staff for effective coordination and communication regarding the PROJECT.

Due Diligence

- CONSULTANT will:
 - *Meet with stakeholders for project as required to discuss and define the project parameters and to address site specific issues for the new development.*
 - *Perform field observations and investigate need for utility and drainage improvements including off-site easements (if necessary). Determine site constraints.*
 - *Obtain all as-built plans, utility location information from the Town of Hickory Creek, and any other documents to assist in site planning, civil and structural design.*

Other Coordination

Phone calls, conference calls, email correspondence, and ad-hoc on-line meetings less than 15 minutes in length are included in this phase.

TASK 1.2 – PROJECT MEETINGS

Project Kick-off Meeting:

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

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

Task 1.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Project Kick-Off meeting notes.*
- *One (1) Digital PDF copy of the monthly progress reports.*

Bi-Weekly Coordination Meetings:

During the Design Phases, the Design Team will conduct bi-weekly coordination meetings with City Staff to review progress and identify any items that need further discussion and direction to keep the project moving forward according to schedule. The CONSULTANT shall take notes to record items discussed and decisions made during this meeting and provided to all attendees.

- Bi-Weekly Coordination Meetings - (up to) ten (10) Virtual (2-hour maximum duration)

Task 1.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Project Kick-Off meeting notes.*
- *One (1) Digital PDF copy of the Bi-Weekly Coordination Meetings*
- *One (1) Digital PDF copy of the monthly progress reports (included with monthly invoice).*

TASK 1.3 – QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

CONSULTANT will perform internal Quality Control and Quality Assurance (QA/QC) reviews of CONSULTANT'S deliverables at each submittal milestone. Subconsultants are required to follow CONSULTANT QA/QC standards. In addition, the CONSULTANT QA/QC Manager may provide comments to subconsultants and recheck for implementation.

TASK 1.4 – GEOTECHNICAL REPORT

Subsurface Drilling:

Experienced drillers and technicians will evaluate subsurface conditions with six (6) sample borings according to the following field program.

- Site – (1) each for the following site improvements drilled to a depth of 20-25 feet, planned to extend at least 5 feet into the unweathered gray limestone for a total of four (4) borings
 - *Amenity Center Building*
 - *Basketball court*
 - *Pickleball courts*
 - *Parking Lots*
- Culvert or Pedestrian Bridge Crossing – Two (2) borings drilled to a depth of 20-25 feet, planned to extend at least 5 feet into the unweathered gray limestone

Geotechnical Report:

A geotechnical report will be prepared to present the results of the field and laboratory testing together with an analysis of the results and provide recommendations. The report will address the following:

- general soil and ground-water conditions
- recommendations for foundation type, depth and allowable loading
- minimum penetration of piers to resist uplift (if required)
- earthwork recommendations
- foundation construction requirements
- guidelines for trail pavement design

Task 1.4 Deliverables

Deliverables provided by the CONSULTANT shall include the following:

- *Three (3) 8.5"x11" printed copies (if requested).*
- *One (1) PDF electronic copy of the report.*

TASK 1.5 – DESIGN SURVEY

Scope

Boundary and Topographic survey of approximately 5.3 acres of land located on the east side of Ronald Reagan Avenue across from Town Hall. Topo limits for proposed park are the curb of the parking/access drive of the school to the north, south along a fence line to the east for approximately 550 l.f., west along a fence line running approximately 300' to Ronald Reagan Avenue, and the west curblines of Ronald Reagan Avenue on the west. The area also includes approximately 700 linear feet of Ronald Reagan Avenue.

Survey for Design:

- Survey shall tie in all right-of-way lines and corners, property lines, trees 6" and larger in caliper, fence lines, and all other present and visible surface features.
- Topographic information provided at one-foot contours of existing grade.

- Establish project control using Global Positioning System (GPS methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202). The vertical values will be referenced to NAVD88 and computed using GEOID 18, set a minimum of three control points for design.
- Horizontal and vertical location of all existing facilities within the Project limits including existing paving, driveways, sidewalks, buildings, mailboxes, landscaping, etc.
- Tie existing visible franchise utilities and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.
- Tie underground utilities if located during the discovery process.

Task 1.5 Deliverables

Deliverables provided by the CONSULTANT shall include the following:

- *3D digital terrain model and 2D planimetric and boundary/legal reference files in Open Roads Designer (ORD)*

(OPTIONAL) TASK 1.6 – PHASING PLAN

Phasing Plan Overview:

Upon a written request by the CLIENT, CONSULTANT will provide a construction phasing plan. No work will be done in this phase unless requested by the CLIENT. If requested, the phasing plan will be created to ensure that the park can be developed over time as funds become available, while still providing usable spaces for the community at each stage.

Objectives:

- Develop a comprehensive construction phasing plan that aligns with the client's budget and funding availability.
- Ensure each phase of construction provides functional and aesthetically pleasing park areas.
- Minimize disruption to the community and existing park areas during construction.
- Incorporate sustainable and cost-effective design practices.

Scope

- Initial Assessment:
 - *Review the client's budget and funding timeline.*
 - *Identify key priorities and essential features for the initial phase of construction.*
- Phasing Plan Development:
 - *Using the Approved Concept plan and the Schematic Design Plans, divide the plan into manageable phases based on budget and priorities.*
 - *Define the scope and deliverables for each phase, including specific features and amenities.*
- Project Management and Coordination:
 - *Develop an estimated project timeline and schedule for each phase.*

Task 1.6 Deliverables

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) 8.5"x11" printed copy (if requested) of a report detailing the phasing plan results on 8.5x11*
- *One (1) PDF electronic copy of the report.*

PHASE 2 – SCHEMATIC DESIGN

TASK 2.1 – (30%) SCHEMATIC DESIGN

(30%) Schematic Design:

Based on the previously approved Concept Plan (Attachment C), the CONSULTANT will prepare one (1) (30%) Schematic Design that helps communicate the intent and vision of the PROJECT. The Schematic Design shall include the layout of proposed improvements to demonstrate compliance with applicable Federal, State, and local/stakeholder rules, regulations, and codes. The CONSULTANT will identify any locations where exceptions to the established design standards may be necessary.

Proposed Improvements:

The (30%) Schematic Design shall include the proposed improvements shown in the approved Concept Plan and identified in the (Project's) Scope and Assumptions sections. Design for improvements shall follow current CLIENT and regulatory design standards, unless directed otherwise by the CLIENT. CONSULTANT's (30%) Schematic Design plans shall be sheet sizes of 22-inch-Wide x 34-inch-Long, formatted with black and white line work with a scale appropriate to illustrate the proposed improvements. In addition to the anticipated improvements described above, CONSULTANT's (30%) Schematic Design plans may contain the following base information:

- Project name; and if applicable, the street address, and lot and block description.
- Date, scale, north arrow, and the name of the Licensed Professional preparing the plan.
- Location of existing property lines and/or ROW limits.
- Approximate centerlines of existing water courses and the location of the floodplain; the approximate location of significant drainage features; and the location of existing parking lots, streets, driveways, and sidewalks on or adjacent to the PROJECT.
- Approximate location of known overhead lines, subsurface utility lines, and utility easements within the project limits, including the location of utility/power poles, generators, and equipment.

(30%) Schematic Design Submittal Milestone Preparation:

CONSULTANT shall prepare the (30%) Schematic Design Package submittal milestone, including the following anticipated sheets, listed below:

- Site Plan
 - *Typically, this includes site plan adjustments to meet City requirements, paving and dimension control sheets and the legal description along with attendance at the DRC, P&Z and Council meetings if needed. The building manufacturer will be responsible for providing the building dimensions, square footages, color elevations and building data table.*
- General Notes
- Design Survey
- Base Map Preparation
 - *Utilize the topographic survey for the site area to prepare the base map to be used for the design phases.*
 - *Underground utilities will be shown based on the best available information. The contractor will be required to verify all horizontal and vertical locations of existing utilities prior to beginning construction.*
- Tree Survey/Mitigation Plans
- Material Plans
- Landscape Plans
- Grading Plan
- Layout Plan

- Utility Plan
- Building Plan (as provided by City-approved Pre-engineered/manufactured building supplier)
- Shade Structure Plans
- Civil Schematic Design
 - *Coordinate with the landscape architect, and MEP on various site components to be included in project.*
 - *Based on the final schematic site plan provided by the architect, and utilizing information obtained from Items above, prepare one set of schematic civil design plans, including site grading, site drainage, water & sanitary sewer design, site paving & dimensions, demolition, and erosion control.*
 - *Schematic design plans will not include utility profiles.*
- Preliminary Drainage Study
 - *Prepare pre-development hydrology for the existing site (on-site and off-site basins) to the limits of Zone of Influence (established by the 10% rule).*
 - *Prepare post-development hydrology based on the proposed site improvements.*
 - *Compare the pre-project and post project runoff from the site outfall and through the Zone of Influence.*
 - *If the downstream system does not have capacity or if the proposed development results in adverse impacts to adjacent properties, determine the approximate detention volume required to detain post-development storm water runoff to either pre-development storm water runoff conditions or the capacity of the receiving storm drain systems.*
 - *Prepare a brief report and submittal package.*

Subsequent Submittal Milestones:

All Scope of Services following the (30%) Schematic Design Phase will not begin until the CLIENT has provided CONSULTANT with a formal Notice to Proceed (NTP) confirming the acceptance of the design. CONSULTANT will review and incorporate applicable review comments and feedback received during the Drawing Deliverable Review/Comment Resolution Meeting into the preparation of the subsequent submittal milestones.

Task 2.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the 30% Submittal.*
- *Three (3) hard copies of the 30% Submittal (upon request)*

TASK 2.2 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC)

Preliminary (30%) Schematic Design OPCC:

Upon completion of the approved (30%) schematic plan, the CONSULTANT shall prepare an Opinion of Probable Construction Cost (OPCC). CONSULTANT'S OPCC shall be based on the quantities indicated on the CONSULTANT'S plans and on the unit prices current at the time of the probable cost opinion preparation. Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.

Task 2.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing bid items, quantities, and estimated bid costs.*

BASIS OF COMPENSATION HICKORY CREEK LEISURE CENTER

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

A. PHASE 1 – DESIGN SUPPORT SERVICES	
Task 1.1 – Project Management and Communication.....	\$10,000
Task 1.2 – Project Meetings.....	\$20,000
Task 1.3 – Quality Assurance/Quality Control.....	\$12,000
Task 1.4 – Geotechnical Report	\$11,500
Task 1.5 – Design Survey	\$15,000
(Optional) Task 1.6 – Phasing Plan.....	\$50,000
(only upon written request)	
<hr/>	
PHASE 1 TOTAL (Tasks 1.1 – 1.6)	\$118,500
B. PHASE 2 – SCHEMATIC DESIGN:	
Task 2.1 – (30%) Schematic Design.....	\$181,500
Task 2.1 – Opinion of Probable Construction Cost (OPCC) (Cont.)	\$15,500
<hr/>	
PHASE 2 TOTAL (Tasks 2.1 – 2.2)	\$197,000
**Direct Costs (Estimated Reimbursable Expenses)	\$15,000
<hr/>	
PROJECT GRAND TOTAL	\$330,500
(Phases 1-2, including optional tasks, & Direct Costs)	

ATTACHMENT B

EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

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

GENERAL:

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

IRRIGATION:

17. Revisions to irrigation plans caused by CLIENT changes to landscape and/or hardscape plans after 90% submittal is excluded.

PUBLIC ENGAGEMENT:

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

TRAFFIC:

20. Preparation of Traffic engineering reports or studies is excluded.
21. Detailed Traffic Control and/or Roadway/Traffic Modification Plans are excluded.

PERMITTING:

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

CONSTRUCTION DOCUMENTATION:

23. The preparation and development of Construction Documentation beyond the scope of services described above is excluded.

CONSTRUCTION ADMINISTRATION:

24. Construction staking.
25. Value Engineering Services are excluded.
26. Construction Administration Services beyond the scope of services described above is excluded.

SUE:

27. All Sub-surface Utility Exploration is excluded.

SURVEY:

28. Construction staking for a contractor is not included in this scope of work
29. Additional Survey Services for the Preparation of Easement or Right-of-Way Exhibits are excluded.
30. Field survey of area outside the identified project area is excluded.
31. Geospatial Survey Services are excluded.
32. Right of Entry preparation and coordination is excluded.
33. Boundary Research and Boundary Resolution Services are excluded.
34. All Platting is excluded.

ENVIRONMENTAL:

35. Review of federal regulations not listed in scope above.
36. NEPA Environmental Documentation - Technical analyses and reports are excluded from this scope of services including air, noise, waters, biology, cultural resources, community, hazardous materials, indirect, cumulative analyses, etc.
37. Additional regulatory agency requirements not identified in the proposed scope of services.
38. Threatened or endangered species surveys or Section 7 consultation with the United States Fish and Wildlife Service (USFWS) under the Endangered Species Act are excluded.
39. Presence/absence surveys for state listed threatened or endangered species, and species of greatest conservation needs and consultation with Texas Parks and Wildlife (TPWD) are excluded.
40. Preparation of a Preconstruction Notification (PCN), mitigation plan, or a U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application is not included in this Scope of Services.
41. Obtaining an Antiquities Permit from the Texas Historical Commission (THC), preparation of a research design, performing a reconnaissance survey or intensive surveys (i.e., on the ground or archival research for historic structures/districts and shovel testing/deep trenching for archeological sites), evaluation of National Register of Historic Places (NRHP) eligibility for any resources, evaluation of effects on NRHP-eligible or -listed sites, development of mitigation plans, or Section 4(f) evaluations are excluded.
42. Phase I and II Environmental Site Assessment performed in accordance with applicable American Society for Testing and Materials (ASTM) standards or any surveys/investigations involving sampling and laboratory analysis (e.g., hazardous materials sampling and analysis, asbestos surveys, and lead-based paint surveys) are excluded.
43. Field survey of channel cross sections are excluded other than what is identified in the scope above.
44. Field survey of area outside the identified project area is excluded.
45. Federal, state, or local review and processing fees are excluded, except where provided for in the scope of services.

HYDROLOGIC/HYDRAULIC (H&H):

46. Hydrologic/hydraulic (H&H) services are excluded.

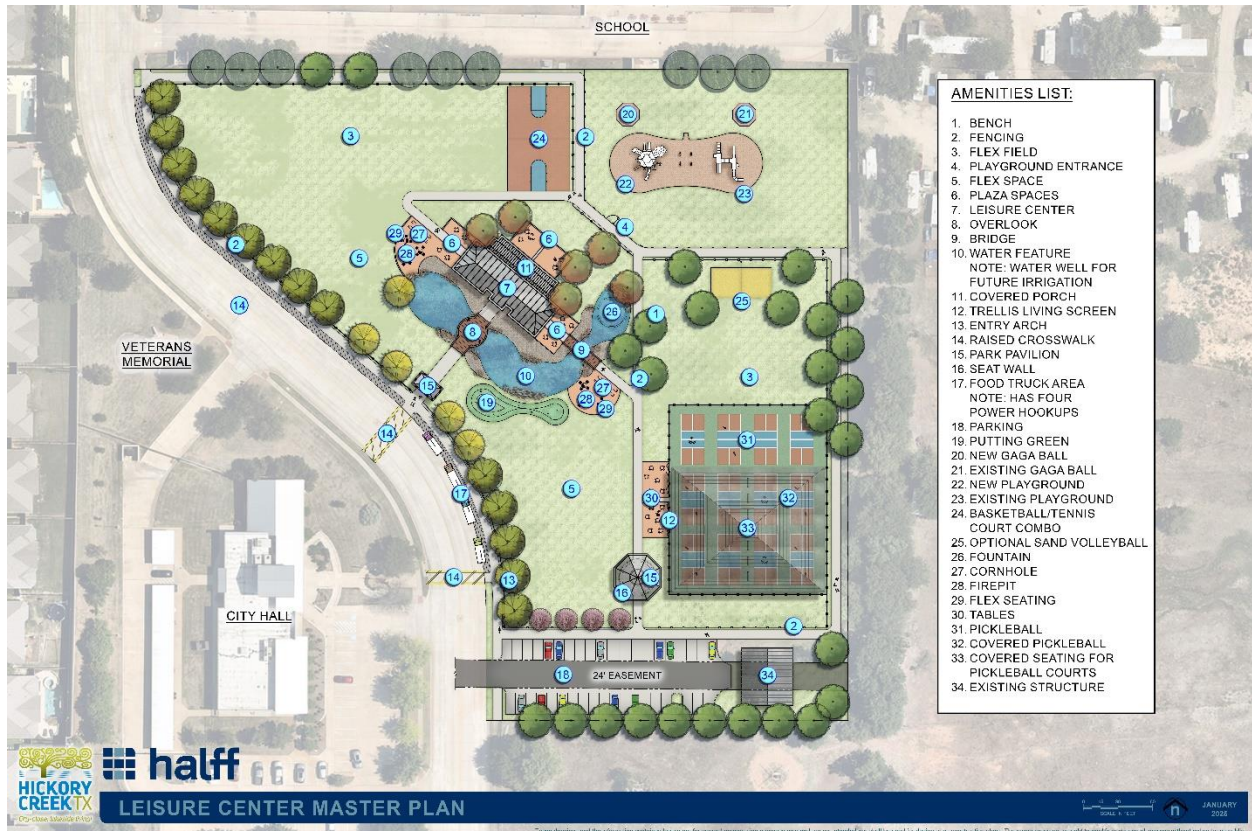
ELECTRICAL:

- 47. Site visits or meetings other than Preliminary and Final Punch Lists.
- 48. Significant design revisions following substantial completion of the Construction Documents.
- 49. Modifications to documents after being issued for construction.
- 50. Modifications to documents that impacts design or budgets of other PROJECT disciplines.
- 51. Design and/or modifications to systems not with the scope of the PROJECT.
- 52. Preparation of any special interim sets of Construction Documents for phased construction other than previously stated.
- 53. Additional labor or overtime, due to lack of information and/or background drawings in a timely manner, to complete the PROJECT.
- 54. Design for additional power connections or circuiting to other devices/equipment other than connections for the proposed PROJECT illumination.
- 55. Design for Wi-Fi Systems.
- 56. Design for Surveillance Systems.
- 57. Design for any plumbing systems.
- 58. Design for back-up power generator.
- 59. Preparation or submittal of any design calculations except as noted in the PROJECT scope.
- 60. Additional printing of drawings and/or specifications for Bidding other than what is described in the scope of the PROJECT.
- 61. Filing fees and permit(s) fees.
- 62. Coordination with insurance companies, attorneys, or banking institutions.
- 63. MEP Design of prefabricated building

REIMBURSABLE EXPENSES:

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

ATTACHMENT C PROJECT LOCATION AND LIMITS



ATTACHMENT D PROJECT SCHEDULE

Preliminary project schedule is shown below and is anticipated to be approximately "5 months". Project schedule is subject to modifications due to delays, agency review turnaround time, etc. Modifications to this schedule will be communicated with the CLIENT as the project progresses. CONSULTANT is prepared to begin immediately upon receipt of an executed copy of this proposal.

February – 30% Design Kickoff

June – 30% Design Submittal and Review

LEA Minimum Standards Form
HICKORY CREEK Police Department
2024

Texas Occupations Code §1701.163 required TCOLE, with the input from an advisory committee, to establish rules for the continued operation of a law enforcement agency (LEA). Each LEA must complete an online report annually. This year's report requires that you review **TAC §211.16** and acknowledge the agency standards that will take effect September 1, 2025.

LEAs must meet the requirements outlined in **TAC §211.16**:

- Provide a public benefit to the community
- Have sustainable funding sources that meet or exceed the continued operating expenses outlined in a line-item budget for the agency
- Have physical resources as outlined in subsection (a)(3)
- Have physical facilities as defined in subsection (a)(4)
- Have policies as outlined in subsection (a)(5)
- Have an established administrative structure as defined in subsection (a)(6)
- Have liability insurance for the agency and any vehicles used for agency purposes
- Have a defined process by which the agency will receive by mail, online, and by phone and document compliments and complaints on its employees

TCOLE records indicate your agency Chief Administrator is: CAREY W. DUNN Is this correct? Yes

LEA compliance status

- Implemented** – Agency meets all aspects defined in **TAC §211.16**
- In Progress** – Agency is in process of implementation and expects to meet all requirements of **TAC §211.16** by September 1, 2025
- Additional Support Needed** – Agency will need aid in meeting all aspects as defined of **TAC §211.16** by September 1, 2025

Attestation

*I certify that this law enforcement agency has reviewed and acknowledges the approaching requirements for continued operation of law enforcement agency as defined in **TAC §211.16**.*

Chief Administrator/Designee Carey Wayne Dunn

Date January 21, 2025

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Full

Agency Name: HICKORY CREEK Police Department
Reporting Date: 01/21/2025
TCOLE Agency Number: 121206

Chief Administrator: CAREY W. DUNN

Agency Contact Information:
Phone: (940) 497-2528
Email: carey.dunn@hickorycreek-tx.gov

Mailing Address:
1075 RONALD REAGAN AVE
HICKORY CREEK, TX 75065-7633

This Agency filed a full report

HICKORY CREEK Police Department has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HICKORY CREEK Police Department from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HICKORY CREEK Police Department if the individual believes that a peace officer employed by the HICKORY CREEK Police Department has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HICKORY CREEK Police Department who, after an investigation, is shown to have engaged in racial profiling in violation of the HICKORY CREEK Police Department policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HICKORY CREEK Police Department has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: CAREY DUNN
Chief of Police

Date: 01/21/2025

Total stops: 5354

Street address or approximate location of the stop

City street	1031
US highway	3940
County road	31
State highway	341
Private property or other	11

Was race or ethnicity known prior to stop?

Yes	18
No	5336

Race / Ethnicity

Alaska Native / American Indian	107
Asian / Pacific Islander	454
Black	1189
White	2913
Hispanic / Latino	691

Gender

Female	1694
Alaska Native / American Indian	12
Asian / Pacific Islander	97
Black	398
White	1022
Hispanic / Latino	165
Male	3660
Alaska Native / American Indian	95
Asian / Pacific Islander	357
Black	791
White	1891
Hispanic / Latino	526

Reason for stop?

Violation of law	159
Alaska Native / American Indian	1
Asian / Pacific Islander	14
Black	23
White	108

Hispanic / Latino	13
Preexisting knowledge	20
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	5
White	12
Hispanic / Latino	1
Moving traffic violation	3882
Alaska Native / American Indian	73
Asian / Pacific Islander	363
Black	833
White	2181
Hispanic / Latino	432
Vehicle traffic violation	1293
Alaska Native / American Indian	33
Asian / Pacific Islander	75
Black	328
White	612
Hispanic / Latino	245
Was a search conducted?	
Yes	144
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	61
White	60
Hispanic / Latino	20
No	5210
Alaska Native / American Indian	107
Asian / Pacific Islander	451
Black	1128
White	2853
Hispanic / Latino	671
Reason for Search?	
Consent	22
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	5
White	14

Hispanic / Latino	2
Contraband	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Probable	118
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	56
White	43
Hispanic / Latino	17
Inventory	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1

Was Contraband discovered?

Yes	108
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	45
White	46
Hispanic / Latino	14
No	36
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	16
White	14
Hispanic / Latino	6

Did the finding result in arrest?
(total should equal previous column)

Yes	0	No	0
Yes	0	No	3
Yes	1	No	44
Yes	1	No	45
Yes	0	No	14

Description of contraband	
Drugs	89
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	40
White	39
Hispanic / Latino	8
Weapons	2
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	0
Hispanic / Latino	1
Currency	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Alcohol	18
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	7
Hispanic / Latino	5
Stolen property	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Other	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	4
Hispanic / Latino	1
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	2114
Alaska Native / American Indian	40
Asian / Pacific Islander	163
Black	483
White	1233
Hispanic / Latino	195
Citation	3236
Alaska Native / American Indian	67
Asian / Pacific Islander	291
Black	705
White	1678
Hispanic / Latino	495
Written warning and arrest	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	1
Citation and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	1
White	2
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	1
No	5353
Alaska Native / American Indian	107
Asian / Pacific Islander	454
Black	1189
White	2912
Hispanic / Latino	691

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

HICKORY CREEK Police Department

01. Total Traffic Stops:	5354	
02. Location of Stop:		
a. City Street	1031	19.26%
b. US Highway	3940	73.59%
c. County Road	31	0.58%
d. State Highway	341	6.37%
e. Private Property or Other	11	0.21%
03. Was Race known prior to Stop:		
a. NO	5336	99.66%
b. YES	18	0.34%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	107	2.00%
b. Asian/ Pacific Islander	454	8.48%
c. Black	1189	22.21%
d. White	2913	54.41%
e. Hispanic/ Latino	691	12.91%
05. Gender:		
a. Female	1694	31.64%
i. Alaska/ Native American/ Indian	12	0.22%
ii. Asian/ Pacific Islander	97	1.81%
iii. Black	398	7.43%
iv. White	1022	19.09%
v. Hispanic/ Latino	165	3.08%
b. Male	3660	68.36%
i. Alaska/ Native American/ Indian	95	1.77%
ii. Asian/ Pacific Islander	357	6.67%
iii. Black	791	14.77%
iv. White	1891	35.32%
v. Hispanic/ Latino	526	9.82%
06. Reason for Stop:		
a. Violation of Law	159	2.97%
i. Alaska/ Native American/ Indian	1	0.63%
ii. Asian/ Pacific Islander	14	8.81%

Racial Profiling Analysis Report

iii. Black	23	14.47%
iv. White	108	67.92%
v. Hispanic/ Latino	13	8.18%
b. Pre-Existing Knowledge	20	0.37%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	10.00%
iii. Black	5	25.00%
iv. White	12	60.00%
v. Hispanic/ Latino	1	5.00%
c. Moving Traffic Violation	3882	72.51%
i. Alaska/ Native American/ Indian	73	1.88%
ii. Asian/ Pacific Islander	363	9.35%
iii. Black	833	21.46%
iv. White	2181	56.18%
v. Hispanic/ Latino	432	11.13%
d. Vehicle Traffic Violation	1293	24.15%
i. Alaska/ Native American/ Indian	33	2.55%
ii. Asian/ Pacific Islander	75	5.80%
iii. Black	328	25.37%
iv. White	612	47.33%
v. Hispanic/ Latino	245	18.95%
07. Was a Search Conducted:		
a. NO	5210	97.31%
i. Alaska/ Native American/ Indian	107	2.05%
ii. Asian/ Pacific Islander	451	8.66%
iii. Black	1128	21.65%
iv. White	2853	54.76%
v. Hispanic/ Latino	671	12.88%
b. YES	144	2.69%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	2.08%
iii. Black	61	42.36%
iv. White	60	41.67%
v. Hispanic/ Latino	20	13.89%
08. Reason for Search:		
a. Consent	22	0.41%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	4.55%
iii. Black	5	22.73%
iv. White	14	63.64%
v. Hispanic/ Latino	2	9.09%
b. Contraband in Plain View	2	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
c. Probable Cause	118	2.20%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	2	1.69%
iii. Black	56	47.46%
iv. White	43	36.44%
v. Hispanic/ Latino	17	14.41%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	2	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
09. Was Contraband Discovered:		
YES	108	2.02%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	3	2.78%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	3	
iii. Black	45	41.67%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	44	
iv. White	46	42.59%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	45	
v. Hispanic/ Latino	14	12.96%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	14	
b. NO	36	0.67%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	16	44.44%
iv. White	14	38.89%
v. Hispanic/ Latino	6	16.67%
10. Description of Contraband:		
a. Drugs	89	1.66%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	2.25%
iii. Black	40	44.94%
iv. White	39	43.82%
v. Hispanic/ Latino	8	8.99%
b. Currency	1	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
c. Weapons	2	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	50.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	50.00%
d. Alcohol	18	0.34%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	6	33.33%
iv. White	7	38.89%

Racial Profiling Analysis Report

v. Hispanic/ Latino	5	27.78%
e. Stolen Property	1	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
f. Other	9	0.17%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	4	44.44%
iv. White	4	44.44%
v. Hispanic/ Latino	1	11.11%
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	2114	39.48%
i. Alaska/ Native American/ Indian	40	1.89%
ii. Asian/ Pacific Islander	163	7.71%
iii. Black	483	22.85%
iv. White	1233	58.33%
v. Hispanic/ Latino	195	9.22%
c. Citation	3236	60.44%
i. Alaska/ Native American/ Indian	67	2.07%
ii. Asian/ Pacific Islander	291	8.99%
iii. Black	705	21.79%
iv. White	1678	51.85%
v. Hispanic/ Latino	495	15.30%
d. Written Warning and Arrest	3	0.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	33.33%
iv. White	1	33.33%
v. Hispanic/ Latino	1	33.33%

Racial Profiling Analysis Report

e. Citation and Arrest	1	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	3	0.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	33.33%
iv. White	2	66.67%
v. Hispanic/ Latino	0	0.00%
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	1	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	5353	99.98%
i. Alaska/ Native American/ Indian	107	2.00%
ii. Asian/ Pacific Islander	454	8.48%
iii. Black	1189	22.21%
iv. White	2912	54.40%
v. Hispanic/ Latino	691	12.91%
b. YES	1	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	1	100.00%

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 01/21/2025

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

01. Total Traffic Stops	
	5,354
Total	5,354

02. Location of Stop		
CITY STREET	19.26%	1,031
COUNTY ROAD	0.58%	31
PRIVATE PROPERTY OR OTHER	0.21%	11
STATE HIGHWAY	6.37%	341
US HIGHWAY	73.59%	3,940
Total	100.00%	5,354

03. Was Race Known Prior to Stop?		
N	99.66%	5,336
Y	0.34%	18
Total	100.00%	5,354

04. Race or Ethnicity		
ALASKA NATIVE/AMERICAN INDIAN	2.00%	107
ASIAN/PACIFIC ISLANDER	8.48%	454
BLACK	22.21%	1,189
HISPANIC/LATINO	12.91%	691
WHITE	54.41%	2,913
Total	100.00%	5,354

05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.71%	12
	ASIAN/PACIFIC ISLANDER	5.73%	97
	BLACK	23.49%	398

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

05. Gender			
FEMALE	HISPANIC/LATINO	9.74%	165
	WHITE	60.33%	1,022
		100.00%	1,694
MALE	ALASKA NATIVE/AMERICAN INDIAN	2.60%	95
	ASIAN/PACIFIC ISLANDER	9.75%	357
	BLACK	21.61%	791
	HISPANIC/LATINO	14.37%	526
	WHITE	51.67%	1,891
		100.00%	3,660
Total			5,354

06. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	1.88%	73
	ASIAN/PACIFIC ISLANDER	9.35%	363
	BLACK	21.46%	833
	HISPANIC/LATINO	11.13%	432
	WHITE	56.18%	2,181
		100.00%	3,882
PRE EXISTING KNOWLEDGE	ASIAN/PACIFIC ISLANDER	10.00%	2
	BLACK	25.00%	5
	HISPANIC/LATINO	5.00%	1
	WHITE	60.00%	12
		100.00%	20
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	2.55%	33
	ASIAN/PACIFIC ISLANDER	5.80%	75
	BLACK	25.37%	328

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

06. Reason for Stop?			
VEHICLE TRAFFIC VIOLATION	HISPANIC/LATINO	18.95%	245
	WHITE	47.33%	612
		100.00%	1,293
VIOLATION OF LAW	ALASKA NATIVE/AMERICAN INDIAN	0.63%	1
	ASIAN/PACIFIC ISLANDER	8.81%	14
	BLACK	14.47%	23
	HISPANIC/LATINO	8.18%	13
	WHITE	67.92%	108
		100.00%	159
Total			5,354

07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	2.05%	107
	ASIAN/PACIFIC ISLANDER	8.66%	451
	BLACK	21.65%	1,128
	HISPANIC/LATINO	12.88%	671
	WHITE	54.76%	2,853
		100.00%	5,210
Y	ASIAN/PACIFIC ISLANDER	2.08%	3
	BLACK	42.36%	61
	HISPANIC/LATINO	13.89%	20
	WHITE	41.67%	60
		100.00%	144
Total			5,354

08. Reason for Search?			
CONSENT	ASIAN/PACIFIC ISLANDER	4.55%	1

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

08. Reason for Search?			
CONSENT	BLACK	22.73%	5
	HISPANIC/LATINO	9.09%	2
	WHITE	63.64%	14
		100.00%	22
CONTRABAND IN PLAIN VIEW	WHITE	100.00%	2
		100.00%	2
INCIDENT TO ARREST	HISPANIC/LATINO	50.00%	1
	WHITE	50.00%	1
		100.00%	2
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	2.05%	107
	ASIAN/PACIFIC ISLANDER	8.66%	451
	BLACK	21.65%	1,128
	HISPANIC/LATINO	12.88%	671
	WHITE	54.76%	2,853
		100.00%	5,210
PROBABLE CAUSE	ASIAN/PACIFIC ISLANDER	1.69%	2
	BLACK	47.46%	56
	HISPANIC/LATINO	14.41%	17
	WHITE	36.44%	43
		100.00%	118
Total			5,354
09. Was Contraband Discovered?			
N	BLACK	44.44%	16
	HISPANIC/LATINO	16.67%	6
	WHITE	38.89%	14

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

09. Was Contraband Discovered?			
		100.00%	36
Y	ASIAN/ PACIFIC ISLANDER	2.78%	3
	BLACK	41.67%	45
	HISPANIC/ LATINO	12.96%	14
	WHITE	42.59%	46
		100.00%	108
Total			144

10. Description of Contraband			
ALCOHOL	BLACK	33.33%	6
	HISPANIC/LATINO	27.78%	5
	WHITE	38.89%	7
		100.00%	18
CURRENCY	WHITE	100.00%	1
		100.00%	1
DRUGS	ASIAN/PACIFIC ISLANDER	2.25%	2
	BLACK	44.94%	40
	HISPANIC/LATINO	8.99%	8
	WHITE	43.82%	39
		100.00%	89
OTHER	BLACK	44.44%	4
	HISPANIC/LATINO	11.11%	1
	WHITE	44.44%	4
		100.00%	9
STOLEN PROPERTY	WHITE	100.00%	1
		100.00%	1

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

10. Description of Contraband			
WEAPONS	ASIAN/PACIFIC ISLANDER	50.00%	1
	HISPANIC/LATINO	50.00%	1
		100.00%	2
Total			120

11. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	2.07%	67
	ASIAN/PACIFIC ISLANDER	8.99%	291
	BLACK	21.79%	705
	HISPANIC/LATINO	15.30%	495
	WHITE	51.85%	1,678
		100.00%	3,236
CITATION AND ARREST	WHITE	100.00%	1
			100.00%
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	1.89%	40
	ASIAN/PACIFIC ISLANDER	7.71%	163
	BLACK	22.85%	483
	HISPANIC/LATINO	9.22%	195
	WHITE	58.33%	1,233
		100.00%	2,114
WRITTEN WARNING AND ARREST	BLACK	33.33%	1
	HISPANIC/LATINO	33.33%	1
	WHITE	33.33%	1
		100.00%	3
Total			5,354

Texas TCOLE SB1187 Racial Profiling Report (2024)

12. Arrest Based On			
OUTSTANDING WARRANT	HISPANIC/LATINO	100.00%	1
		100.00%	1
VIOLATION OF PENAL CODE	BLACK	33.33%	1
	WHITE	66.67%	2
		100.00%	3
Total			4

13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	2.00%	107
	ASIAN/PACIFIC ISLANDER	8.48%	454
	BLACK	22.21%	1,189
	HISPANIC/LATINO	12.91%	691
	WHITE	54.40%	2,912
		100.00%	5,353
USE OF FORCE - BODILY INJURY TO BOTH	WHITE	100.00%	1
		100.00%	1
Total			5,354

Was Arrest Due to Contraband Found?			
N	HISPANIC/LATINO	50.00%	1
	WHITE	50.00%	1
		100.00%	2
Y	BLACK	50.00%	1
	WHITE	50.00%	1
		100.00%	2
Total			4

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2025-0127-__

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 DENTON COUNTY MHMR CENTER CONCERNING CERTAIN GRANT IMPLEMENTATION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Denton County MHMR Center (hereinafter the “Agreement”) to implement services required by a certain grant awarded to MHMR, 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 27th day of January, 2025.

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 COUNTY MHMR CENTER

To Whom It May Concern,

I am writing to provide a brief overview of the previously sent Memorandum of Understanding (MOU) between Denton County MHMR Center and your organization. This MOU outlines our shared objectives and the terms of collaboration for the purpose of serving individuals in the Assisted Outpatient Treatment (AOT) Program.

Denton County MHMR was recently awarded a grant from SAMHSA Substance Abuse and Mental Health Services Administration for an Assisted Outpatient Treatment Program (AOT). This program is designed to assist individuals with serious mental illness by providing intensive, court ordered outpatient treatment. The primary goal of the program is to reduce recidivism in those struggling with serious mental illness by reducing the number of psychiatric hospitalizations and the frequency of involvement with the criminal justice system. The AOT program is intended to be composed of a multi-disciplinary team made up of various community partners including but not limited to law enforcement, court staff, psychiatric facilities, and the local mental health authority.

We believe by partnering with your organization, we can enhance our ability to support individuals in our community who are facing severe mental health challenges.

The MOU serves as a formal agreement to define the scope of our partnership and the roles and responsibilities of each party. While this document is not legally binding, it reflects our mutual intent and commitment to move forward with the proposed activities in a structured and collaborative manner.

The MOU is intended to formalize our partnership and affirm our commitment to collaborating to effectively support individuals in our community who are affected by severe mental illness. We look forward to your feedback and look forward to working closely with you to serve the needs of our community.

Warm regards,
Pam Gutierrez
Executive Director
Denton County MHMR Center
(940)594-9992
pam@dentonmhmr.org

MEMORANDUM

Between the Denton County MHMR Center ("MHMR")

and

Hickory Creek Police Department

PURPOSE: The purpose of this Memorandum of Understanding ("MOU") between the Denton County MHMR Center ("MHMR") and Hickory Creek Police Department is to establish a cooperative and mutually beneficial working relationship between the parties to build a partnership based on (1) understanding both Assisted Outpatient Treatment (AOT) court and treatment provider expectations and court and treatment program rules; (2) sharing of information to support successful graduation of participants in AOT. Both parties acknowledge and affirm the fundamental right of individuals to freely select their own service provider.

AUTHORITY: Denton County MHMR Center operates under the authority of Texas Health and Safety Code, Title 7, Chapter 534, Subchapter A. It is administered by a Board of Trustees appointed by the Denton County Commissioners.

Responsibilities of Denton County MHMR Center:

1. MHMR will identify any individuals who are in need of resources and assistance and provide a referral to Hickory Creek Police Department.
2. The services provided are person-centered, family-centered, trauma-informed, and recovery oriented, being respectful of the needs of each person receiving services, their preferences and values, and ensuring both individual involvement and self-direction of services received.
3. If an individual presents at risk of suicide and is referred to MHMR, services will be provided within hours to link a person to services, or until they are assessed as no longer being at risk for suicide.
4. Review for approval all submitted patient data as related to AOT grant participation.
5. Serve as liaison to all entities with a vested interest in this AOT project.
6. Provide regular contact with and education and contact materials to key personnel of grant partner entities.
7. Obtain monthly participation and service reports and maintain cumulative grant data to be de-identified and provided to grant partners upon request.

Responsibilities of Hickory Creek Police Department:

1. The services provided are person-centered, family-centered, trauma-informed, and recovery oriented, being respectful of the needs of each person receiving services, their preferences and values, and ensuring both individual involvement and self-direction of services received.
2. Deliver services within the established scope of practice to individuals who meet the specified eligibility criteria to individuals served in the AOT program.
3. Endeavor to identify any individuals who are in an immediate crisis and connect them to MHMR's 24/7 Crisis Hotline, 1-800-762-0157 or 988.
4. Serve as a point of identification and recruitment for AOT grant participants.
5. Submit patient criteria and any other information requested as a part of the enrollment process to the AOT Program Manager for approval and intake.
6. All referred patients must reside within the Denton County area prior to referral and before any services can be provided.
7. Attend staff meetings with Denton County MHMR Center to discuss participant progress and provide meaningful contribution to the AOT program efforts, as needed.
8. Attend status review hearings once per month, as needed or requested by the judge.

Independent Contractors:

For the purpose of this MOU, the relationship of the parties shall not be construed or interpreted to be a partnership, association, joint venture, or agency. The relationship of the parties is an independent contractor relationship and not agents, representatives, or employees of the other party. No party shall have the authority to make any statements, representations, or commitments of any kind or to take any action that shall be binding on another party, except as may be expressly provided herein or authorized in writing.

Indemnification and Hold Harmless:

The Agency hereby agrees to the extent permitted under the codes, laws, orders, regulations, and rules of the United States and the State of Texas, to indemnify and

hold harmless the Center, its trustees, officers, employees, and agents from/and against all liabilities, claims, actions, expenses (including but not limited to, attorneys' fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the non-performance or the negligent performance of the Agency obligations under this Agreement, whether by the Agency, its directors, officers, employees (including faculty members), subcontractors, or agents.

The Center hereby agrees to the extent permitted under the codes, laws, orders, regulations, and rules of the United States and the State of Texas, to indemnify and hold harmless the Agency, its trustees, officers, employees (including faculty members), and agents from/and against all liabilities, claims, actions, expenses (including but not limited to, attorneys' fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the non-performance or the negligent performance of the Center's obligations under this Agreement, whether by the Center, its directors, officers, employees, subcontractors, or agents.

Liability: Each party shall retain all the rights and remedies available under applicable Federal and State laws. Each party shall be responsible and liable for the errors and omissions of their employees, agents, and representatives.

Notices: Any notices required or resulting from this MOU shall be in writing and made to the following:

Pamela Gutierrez
Executive Director of Denton County MHMR Center
2519 Scripture Street
Denton, TX 76201

Carey Dunn
Chief of Police - Hickory Creek Police Department

ADDRESS
ADDRESS LINE 2

TERM AND TERMINATION

1. The term of this Memorandum of Understanding is one (1) year commencing on January 13, 2025 . Thereafter, for all Parties who do not opt out by written notification to all Parties, it will automatically renew for consecutive one (1) year terms until amended.

2. Either party may terminate this MOU, without cause, by providing 30 days written notice to the other party.

3. The terms of this MOU may be amended upon written approval by both parties and their designated representatives. The amendment becomes effective upon the date of approval.

Accepted for Denton County MHMR Center:

Date_____

Pam Gutierrez, Executive Director
Denton County MHMR Center

Accepted for Hickory Creek Police Department

Date_____

Carey Dunn, Chief of Police
Hickory Creek Police Department