



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, JULY 12, 2021, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Items of Community Interest

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

Public Comment

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

Regular Agenda

- 1.** Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Cynthia Burkett for services as municipal judge.
- 2.** Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Nicholas Woehr for services as municipal judge.

3. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas appointing a presiding judge and an associate judge for Municipal Court of Record No. 1.
4. Administration of Oaths of Office to the Presiding Judge and Alternate Judge of the Municipal Court of Record No. 1.
5. Discussion regarding the preliminary 2021-2022 Fiscal Year Budget not limited to, but including council priorities, employee benefits and compensation, operations, projects, strategic planning and tax rate.

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.

Section 551.074

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

6. Review of individual employees' performance

Reconvene into Open Session

7. 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 July 9, 2021 at 10:30 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0712-__**

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 CYNTHIA BURKETT FOR SERVICES AS MUNICIPAL JUDGE 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 Cynthia Burkett (hereinafter the “Agreement”) to provide duties as Municipal Judge, 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 12th day of July, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS §

COUNTY OF DENTON §

AGREEMENT

This Agreement ("Agreement"), is made and entered into effective July 12, 2021 (the "Effective Date") by and between the Town of Hickory Creek, Texas, a Texas municipal corporation, hereinafter called "Town" and Cynthia Burkett, hereinafter called "Judge" both of whom agree as follows:

WHEREAS, Town desires to retain the services of said Judge as Presiding Judge of Municipal Court of Record No. 1 of the Town of Hickory Creek; and

WHEREAS, Judge desires to accept appointment as Presiding Judge and start her duties as Presiding Judge of Hickory Creek Municipal Court of Record No. 1 on August 2, 2021; and

WHEREAS, the parties acknowledge that Judge is a member of the State Bar of Texas ("State Bar") and that Judge is subject to the Code of Professional Responsibility of the State Bar and shall comply with all conditions and restrictions as set forth for municipal judges under all applicable ordinances, statutes, other law, and as required under the Texas Code of Judicial Conduct;

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

SECTION 1. DUTIES.

Town hereby engages the services of Judge as Presiding Judge of the Municipal Court of Record No. 1 of said Town to perform the functions and duties specified by the Code of Judicial Conduct, the Hickory Creek Code of Ordinances, Chapter 30 of the Texas Government Code, the laws of the State of Texas, and all other applicable laws, and to perform other legally permissible and proper duties and functions as Town shall from time to time assign. Such duties include court sessions, in-house training, office hours, and other services of the Municipal Court Judge for the Town of Hickory Creek.

SECTION 2. TERM.

- A. Judge shall be appointed commencing on the Effective Date and ending at the expiration of the current Mayor's current term. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Town to terminate the services of Judge at any time, subject only to the provisions set forth in this Agreement, or other applicable law.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Presiding Judge to resign at any time from his position with the Town, subject only to the provision set forth in this Agreement, or other applicable law.

- C. Judge agrees not to accept other employment nor to become employed by any other employer that would create a conflict of interest with the provision of her services as Presiding Judge to the Town of Hickory Creek until this Agreement is terminated by either party as provided herein.

SECTION 3. SEPARATION.

- A. In the event Judge voluntarily resigns her position with Town before expiration of the aforesaid term of his employment, then Judge shall give Town 30 days' notice in advance, unless the parties otherwise agree.
- B. Judge shall not be entitled to any separation benefits.

SECTION 4. COMPENSATION.

- A. Town agrees to pay Judge for her services rendered pursuant hereto at the rate of \$1050.00 per month, payable in installments at the same time as other contractors of the Town are paid. Notwithstanding the foregoing, in any month where the Judge does not attend a regularly scheduled docket, the Town agrees to pay Judge \$950.00 per month.
- B. Judge shall not be entitled to any employee benefits including but not limited to vacation leave, sick leave, retirement and pension system contribution, holidays, health insurance, long-term disability insurance, or retirement under the Texas Municipal Retirement System. Judge is a contractor, and not an employee of the Town.

SECTION 5. PERFORMANCE EVALUATION.

- A. The Council shall review and evaluate the performance of the Judge at least once annually.
- B. The Council and Judge shall define annually such goals and performance objectives which they determine necessary for the proper operation of the Town of Hickory Creek Municipal Court, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives.
- C. In effecting the provision of this Section, the Council and Judge mutually agree to abide by the provisions of applicable law. Nothing herein shall be construed to grant the Town the right to involuntarily remove Judge by any method other than pursuant to Texas Government Code § 30.000085, as amended.

SECTION 6. BONDING.

Town shall bear the full cost of any fidelity or other bonds that may be required of the Presiding Judge under any law or ordinance requiring the same to be paid as a condition of the performance of an obligation or pursuant to duty in connection with Judge's performance of his duties as Presiding Judge of the Town of Hickory Creek.

SECTION 7. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Judge.
- C. If any provision, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed several, shall not be affected and shall remain in force and effect.
- D. The venue of any litigation involving this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

SECTION 8. APPROPRIATIONS.

The Town has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber available and unappropriated funds of the Town in an amount sufficient to fund and pay all financial obligations of the Town pursuant to this Agreement.

IN WITNESS WHEREOF, the Mayor as duly authorized by the Town Council and on behalf of the Town of Hickory Creek, has signed and executed this Agreement, and Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

TOWN OF HICKORY CREEK

Lynn C. Clark, Mayor

Cynthia Burkett Judge, Presiding Judge

ATTEST:

Kristi K. Rogers, Town Secretary

APPROVED AS TO LEGAL FORM:

Dorwin L. Sargent, III, Town Attorney

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0712-__**

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 NICHOLAS WOHR FOR MUNICIPAL JUDGE 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 Nicholas Wohr (hereinafter the “Agreement”) to provide duties as Associate Municipal Judge, 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 12th day of July, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS §

COUNTY OF DENTON §

AGREEMENT

This Agreement ("Agreement"), is made and entered into effective July 12, 2021 (the "Effective Date") by and between the Town of Hickory Creek, Texas, a Texas municipal corporation, hereinafter called "Town" and Nicholas Wohnr, hereinafter called "Judge" both of whom agree as follows:

WHEREAS, Town desires to retain the services of said Judge as Associate Judge of Municipal Court of Record No. 1 of the Town of Hickory Creek; and

WHEREAS, Judge desires to accept appointment as Associate Judge and start his duties as Associate Judge of Hickory Creek Municipal Court of Record No. 1 on August 2, 2021; and

WHEREAS, the parties acknowledge that Judge is a member of the State Bar of Texas ("State Bar") and that Judge is subject to the Code of Professional Responsibility of the State Bar and shall comply with all conditions and restrictions as set forth for municipal judges under all applicable ordinances, statutes, other law, and as required under the Texas Code of Judicial Conduct;

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

SECTION 1. DUTIES.

Town hereby engages the services of Judge as Associate Judge of the Municipal Court of Record No. 1 of said Town to perform the functions and duties specified by the Code of Judicial Conduct, the Hickory Creek Code of Ordinances, Chapter 30 of the Texas Government Code, the laws of the State of Texas, and all other applicable laws, and to perform other legally permissible and proper duties and functions as Town shall from time to time assign. Such duties include court sessions, in-house training, office hours, and other services of the Municipal Court Judge for the Town of Hickory Creek.

SECTION 2. TERM.

- A. Judge shall be appointed commencing on the Effective Date and ending at the expiration of the current Mayor's current term. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Town to terminate the services of Judge at any time, subject only to the provisions set forth in this Agreement, or other applicable law.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Associate Judge to resign at any time from his position with the Town, subject only to the provision set forth in this Agreement, or other applicable law.

- C. Judge agrees not to accept other employment nor to become employed by any other employer that would create a conflict of interest with the provision of her services as Associate Judge to the Town of Hickory Creek until this Agreement is terminated by either party as provided herein.

SECTION 3. SEPARATION.

- A. In the event Judge voluntarily resigns his position with Town before expiration of the aforesaid term of his employment, then Judge shall give Town 30 days' notice in advance, unless the parties otherwise agree.
- B. Judge shall not be entitled to any separation benefits.

SECTION 4. COMPENSATION.

- A. Town agrees to pay Judge for his services rendered pursuant hereto at the rate of \$100.00 per month, payable in installments at the same time as other contractors of the Town are paid.
- B. Judge shall not be entitled to any employee benefits including but not limited to vacation leave, sick leave, retirement and pension system contribution, holidays, health insurance, long-term disability insurance, or retirement under the Texas Municipal Retirement System. Judge is a contractor, and not an employee of the Town.

SECTION 5. PERFORMANCE EVALUATION.

- A. The Council shall review and evaluate the performance of the Judge at least once annually.
- B. The Council and Judge shall define annually such goals and performance objectives which they determine necessary for the proper operation of the Town of Hickory Creek Municipal Court, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives.
- C. In effecting the provision of this Section, the Council and Judge mutually agree to abide by the provisions of applicable law. Nothing herein shall be construed to grant the Town the right to involuntarily remove Judge by any method other than pursuant to Texas Government Code § 30.000085, as amended.

SECTION 6. BONDING.

Town shall bear the full cost of any fidelity or other bonds that may be required of the Associate Judge under any law or ordinance requiring the same to be paid as a condition of the performance of an obligation or pursuant to duty in connection with Judge's performance of his duties as Associate Judge of the Town of Hickory Creek.

SECTION 7. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Judge.
- C. If any provision, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed several, shall not be affected and shall remain in force and effect.
- D. The venue of any litigation involving this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

SECTION 8. APPROPRIATIONS.

The Town has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber available and unappropriated funds of the Town in an amount sufficient to fund and pay all financial obligations of the Town pursuant to this Agreement.

IN WITNESS WHEREOF, the Mayor as duly authorized by the Town Council and on behalf of the Town of Hickory Creek, has signed and executed this Agreement, and Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

TOWN OF HICKORY CREEK

Lynn C. Clark, Mayor

Nicholas Wohr, Associate Judge

ATTEST:

Kristi K. Rogers, Town Secretary

APPROVED AS TO LEGAL FORM:

Dorwin L. Sargent, III, Town Attorney

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2021-07-____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS APPOINTING A PRESIDING JUDGE AND AN ASSOCIATE JUDGE FOR MUNICIPAL COURT OF RECORD NO. 1; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town has enacted certain general provisions relating to the Town's Municipal Court of Record No. 1; and

WHEREAS, the Town Council desires to appoint a Presiding Judge and an Associate Judge to its Municipal Court of Record No. 1 for the remainder of the unexpired term of the previous Presiding Judge and Associate Judge of the Municipal Court of Record No. 1 of Hickory Creek, Texas; and

WHEREAS, the Town Council has determined that such appointment is in the interest of public health, safety and welfare of the citizens of the Town of Hickory Creek and made pursuant to Texas Government Code Section 20.00008 and Hickory Creek Code of Ordinances Section 7.01.003.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
FINDINGS**

After due deliberation the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

**SECTION 3
APPOINTMENT**

The following qualified individuals are hereby appointed by the Town of Hickory Creek for the remainder of the unexpired term of the previous Presiding Judge and Associate Judge, which shall end on May 7, 2022:

- (a) Cynthia Burkett shall be the Presiding Judge of the Municipal Court of Record No. 1 of the Town of Hickory Creek.
- (b) Nicolas Wohnr shall be the Associate Judge for the Municipal Court of Record No. 1 for the Town of Hickory Creek, Texas.

SECTION 4
ENGROSSMENT AND ENROLLMENT

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

SECTION 5
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage in accordance with law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 12th day of July, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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