



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
TUESDAY, AUGUST 20, 2019, 6:30 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.

Consent Agenda

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

1. July 2019 Council Meeting Minutes
2. July 2019 Financial Statements
3. Consider and act on acceptance of rates from Dearborn National for town employee life, short term disability and long term disability coverage for Fiscal Year 2019-2020, increasing the life benefit from \$50,000 to 2x employee salary with a maximum of \$200,000.

- [4.](#) Consider and act on acceptance of rates from Dental Select for town employee dental coverage for Fiscal Year 2019-2020. Total annual cost to town for Fiscal Year 2019-2020 is \$6,182.40.
- [5.](#) Consider and act on acceptance of rates from EyeMed for town employee vision coverage for Fiscal Year 2019-2020. Vision coverage is voluntary. No cost to town.
- [6.](#) 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 Blake Newsome concerning sponsorship for training and education to obtain professional certification from the Texas Commission on Law Enforcement.
- [7.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas approving an amendment to the Second Amended and Restated Performance Agreement by and between the Hickory Creek Economic Development Corporation and Hard Sun V, Inc. a Texas corporation.
- [8.](#) Consider and act on a resolution designating the Denton Record Chronicle as the official newspaper for the Town of Hickory Creek, Texas.
- [9.](#) Consider and act on an amendment to the Town of Hickory Creek Personnel Policy Manual, Section 2.5; Working Hours/Attendance; Town Administration Office Hours; 7:00 a.m. until 11:00 a.m. on Friday.
- [10.](#) Consider and act on an amendment to the Town of Hickory Creek Personnel Policy Manual, Section 9.1; Holidays; adding Columbus Day as an observed holiday.
- [11.](#) Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Span, Inc. for transportation services.

Regular Agenda

- [12.](#) Consider and act on a final plat for Hickory Farms, 24.277 acres, situated in the H.H. Swisher Survey, Abstract No.1220, Town of Hickory Creek, Denton County, Texas.
- [13.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, to accept a petition for voluntary annexation of 35.580 acres of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-002656, Deed Records, Denton County, Texas, a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document 96-0042657, Deed Records, Denton County, Texas.
- [14.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, setting a date, time and place for a public hearing of the voluntary annexation of a 35.580 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-002656, Deed Records, Denton County, Texas, a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document 96-0042657, Deed Records, Denton County, Texas, by the Town of Hickory Creek, Texas and authorizing and directing the Mayor to publish notice of said public hearing and providing an effective date.

15. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, setting a date, time and place for public hearings of the annexation of a 3.086 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas and authorizing and directing the Mayor to publish notice of said public hearings and providing an effective date.
16. Discussion regarding meeting time and day for Board of Adjustments, Parks and Recreation Board, Planning and Zoning Commission and Town Council.

Executive Session

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 well as the following matters below, as authorized by the Texas Local Government Code, Chapter 551.

Section 551.074

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

17. Review of individual employees' performance.

Reconvene into Open Session

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

Adjournment

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 Friday, August 16, 2019 at 8:30 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Item Attachment Documents:

1. July 2019 Council Meeting Minutes

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
TUESDAY, JULY 30, 2019**

MINUTES

Call to Order

Mayor Clark called the meeting to order at 6:30 p.m.

Roll Call

The following members were present:

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

Also in attendance:

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

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

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

Invocation

Mayor Pro Tem Kenney gave the invocation.

Presentation of Awards

1. Jayson Castleberry

Mayor Clark presented a plaque of appreciation to Jayson Castleberry for completion of his Eagle Scout project in Point Vista Park.

Items of Community Interest

Chief Dunn introduced the newest member of the Hickory Creek Police Department, Officer Dave Contreras. Mayor Clark pinned Officer Contreras's badge to his uniform.

United Way of Denton County Inc. will offer a training opportunity, Project Blueprint, beginning September 2019. The training consists of nine sessions, developing skills to shape and govern successful 501(c)(3) charitable non-profit organizations. Applications are due August 26, 2019 and can be found on the United Way website.

The Parks and Recreation Board is planning a Halloween event for Saturday, October 26, 2019 in Sycamore Bend Park. Volunteers and vendors are needed for the event.

Town Council Meeting Minutes

July 30, 2019

Page 2

Thanks to town council and staff for their efforts and participation in the Lake Cities 4th of July parade.

Councilman Gordon has volunteered to serve on the Denton County Workforce Success Leadership Team.

Public Comment

There were no speakers for public comment.

Consent Agenda

2. June 2019 Council Meeting Minutes
3. June 2019 Financial Statements
4. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and Denton County, a political subdivision of the State of Texas for ad valorem tax collection.
5. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and Denton County, a political subdivision of the State of Texas for Hickory Creek Public Improvement District No. 1 assessment collection.
6. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and Denton County, a political subdivision of the State of Texas for Hickory Creek Public Improvement District No. 2 assessment collection.
7. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek and Denton County, a political subdivision of the State of Texas for Hickory Farms Public Improvement District assessment collection.
8. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek, Texas and the Texas Department of Transportation for flagging Texas Motor Vehicle Records for failure to appear or pay a fine on a complaint involving violation of a traffic law and providing an effective date.
9. Consider and act on a resolution for the appointment of one member to the board of managers of the Denco Area 9-1-1 District.
10. Consider and act on a resolution suspending for 45 days the effective date proposed by Atmos Energy, Corporation – MidTex Division (“Atmos Energy”) in its application filed on or about March 28, 2019 pursuant to section 104.301 of the Gas Utility Regulatory Act, sometimes also referred to as the “GRIP” statute.

Town Council Meeting Minutes

July 30, 2019

Page 3

11. 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 Hilltop Securities, Inc. concerning financial advisory services and providing an effective date.
12. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for information technology services by and between the Town of Hickory Creek and MiTech Services, L.L.C.
13. Consider and act on the acceptance of renewal rates from TML Health Benefits Pool for town employee medical coverage for Fiscal Year 2019-2020.
14. Consider and act on an ordinance allowing certain employees of the town who have terminated previous memberships in the Texas Municipal Retirement System to deposit the sums so withdrawn, plus annual withdrawal charges, and allowing and undertaking the cost of allowing any such employee credit in such system for all service to which such employee had been entitled at date of such withdrawal, with like effect as if all such service had been performed as an employee of this town.

Mayor Pro Tem Kenney requested 14 be pulled from the consent agenda items for separate discussion.

Motion made by Councilmember DuPree to approve consent agenda items 2-13 as presented, Seconded by Councilmember Gordon.

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

Motion made by Mayor Pro Tem Kenney to approve consent agenda item 14 with correction to clerical error in ordinance caption, Seconded by Councilmember Theodore.

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

Regular Agenda

15. Conduct a public hearing on a request from Hard Sun V., Inc. to amend the current PD Planned Development zoning designation for the property legally described as TLC Subdivision, Block A, Lot 1-A, a 0.910 acre tract located in the J.W. Simmons Survey A-1163, Town of Hickory Creek, Denton County, Texas and consider and act on an ordinance adopting the same. The property is located at 1221 Turbeville Road.

Mayor Clark called the public hearing to order at 6:45 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:45 p.m.

Motion made by Councilmember DuPree to approve an ordinance amending the current PD Planned Development zoning designation for the property legally described as TLC Subdivision, Block A, Lot 1-A, a 0.910 acre tract located in the J.W. Simmons Survey A-1163, Town of Hickory Creek, Denton County, Texas as presented, Seconded by Councilmember Elrod.

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

Town Council Meeting Minutes

July 30, 2019

Page 4

16. Conduct a public hearing amending the Town's Code of Ordinances, Chapter 14: Zoning; Creating Article XXXVIII: Home Occupation Regulations and consider and act on an ordinance adopting the same. The amendment will affect each property located within a residential district in the Town of Hickory Creek.

Mayor Clark called the public hearing to order at 6:51 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:52 p.m.

Motion made by Councilmember Gordon, to approve an ordinance amending the Town's Code of Ordinances, Chapter 14: Zoning; Creating Article XXXVIII: Home Occupation Regulations, Seconded by Councilmember Elrod.

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

17. Presentation regarding Texas Power Switch program powered by iChoosr.

Daniel Nichols, Director of Community Outreach and Kelle Balch, Program Communication Manager, provided an overview of the iChoosr program and answered questions from the town council.

18. Consider and act on upgrading the existing surveillance system located at 1075 Ronald Reagan Avenue.

Councilmember Gordon recused himself from discussion and exited the council chambers at 7:22 p.m.

Officer Jim Zehetner provided an overview of the proposals received to upgrade the existing surveillance and answered questions from the town council. Sean Fletcher, Crosspoint Communications, and Fernando Granadino, Avigilon Corporation, answered questions from the town council as well.

Motion made by Mayor Pro Tem Kenney to approve Crosspoint Communications to upgrade the existing surveillance system located at 1075 Ronald Reagan Avenue, in an amount not to exceed \$25,000.00, Seconded by Councilmember DuPree.

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

Councilmember Gordon returned to the council chambers after the vote was taken on item 18 at 7:50 p.m.

19. First reading of a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project by authorizing the Hickory Creek Economic Development Corporation to acquire approximately 0.72 acre tract or tracts of land.

Mayor Clark read the first reading of the resolution approving a Type B economic development project by authorizing the Hickory Creek Economic Development Corporation to acquire approximately 0.72 acre tract or tracts of land.

Town Council Meeting Minutes

July 30, 2019

Page 5

20. Second reading of a resolution and consider and action by the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project by authorizing the Hickory Creek Economic Development Corporation to acquire approximately 0.72 acre tract or tracts of land.

Mayor Clark read the second reading of the resolution approving a Type B economic development project by authorizing the Hickory Creek Economic Development Corporation to acquire approximately 0.72 acre tract or tracts of land.

Motion made by Mayor Pro Tem Kenney to approve a resolution approving a Type B economic development project by authorizing the Hickory Creek Economic Development Corporation to acquire approximately 0.72 acre tract or tracts of land as presented, Seconded by Councilmember Theodore.

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

21. First reading of a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project and performance agreement by and between the Hickory Creek Economic Development Corporation, and Don Camillo Italian Cuisine Incorporated, to provide a financial incentive for economic development purposes, authorized pursuant to Sections 501.103, 501.52 and 505.158 of the Texas Local Government Code.

Mayor Clark read the first reading of the resolution approving a Type B economic development project and performance agreement by and between the Hickory Creek Economic Development Corporation, and Don Camillo Italian Cuisine Incorporated, to provide a financial incentive for economic development purposes.

22. Second reading and consider and action on a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project and performance agreement by and between the Hickory Creek Economic Development Corporation, and Don Camillo Italian Cuisine Incorporated, to provide a financial incentive for economic development purposes, authorized pursuant to Sections 501.103, 501.52 and 505.158 of the Texas Local Government Code.

Mayor Clark read the second reading of the resolution approving a Type B economic development project and performance agreement by and between the Hickory Creek Economic Development Corporation, and Don Camillo Italian Cuisine Incorporated, to provide a financial incentive for economic development purposes.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project and performance agreement by and between the Hickory Creek Economic Development Corporation, and Don Camillo Italian Cuisine Incorporated, Seconded by Councilmember Elrod.

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

23. Consider and act on bids submitted for Harbor Grove asphalt repairs.

Town Council Meeting Minutes

July 30, 2019

Page 6

Motion made by Councilmember Theodore to approve the bid from Xtreme Paving in the amount of \$33,250.00 for Harbor Grove asphalt repairs, Seconded by Councilmember DuPree.

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

24. Discussion regarding the 2019-2020 Fiscal Year Proposed Budget.

Discussions were held regarding revenues and expenditures for the 2019-2020 Fiscal Year.

Mayor Clark called for a recess at 8:58 p.m.

Mayor Clark called the meeting back to order after the recess at 9:01 p.m.

25. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, proposing a tax rate for 2019 which will exceed the lower of the effective rate or rollback rate; setting a date, time and place for two (2) public hearings on a tax increase; and setting a date, time and place to adopt the 2019 tax rate.

No action taken.

26. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, proposing a tax rate which represents the effective tax rate for 2019; setting a date, time and place to adopt the 2019 tax rate.

Motion made by Councilmember Gordon to approve a resolution proposing a tax rate of 0.330402 for 2019 which represents the effective tax rate, setting Monday, September 16, 2019 at 6:00 p.m. at town hall to adopt the 2019 tax rate, Seconded by Mayor Pro Tem Kenney.

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

27. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas setting a date, time and place for a public hearing on the 2019-2020 Fiscal Year Proposed Budget; setting a date, time and place to adopt the budget.

Motion made by Councilmember Elrod to approve a resolution of the Town Council of the Town of Hickory Creek, Texas setting a date, time and place for a public hearing on the 2019-2020 Fiscal Year Proposed Budget; setting a date, time and place to adopt the budget setting September 3, 2019 at 6:00 p.m. at town hall for the public hearing and adoption of the 2019-2020 Fiscal Year Budget, Seconded by Mayor Pro Tem Kenney.

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

28. Discussion regarding the feasibility of creating a network of golf cart routes on Town of Hickory Creek streets.

Discussion was held regarding creating golf cart routes on designated streets.

29. Discussion regarding meeting time and date for Board of Adjustments, Parks and Recreation Board, Planning and Zoning Commission and Town Council.

Town Council Meeting Minutes

July 30, 2019

Page 7

Discussions were held regarding times and days of week for town meetings. Further discussions will be held at next month's council meeting.

30. Discussion regarding a Labor Day event to be held on September 2, 2019 at town hall.

Discussions were held regarding a Labor Day event. It was determined to hold an event at a later date, possibly in conjunction with Arbor Day.

31. Discussion regarding current road and sidewalk projects.

John Smith, town administrator, provided an overview to council regarding current road and sidewalk projects.

Adjournment

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

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

The meeting did then stand adjourned at 10:19 p.m.

Approved:

Attest:

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

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

Item Attachment Documents:

2. July 2019 Financial Statements

Town of Hickory Creek
Balance Sheet
As of July 31, 2019

	<u>Jul 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	18,859.11
BOA - Drug Forfeiture	1,949.23
BOA - Drug Seizure	0.64
BOA - General Fund	333,195.81
BOA - Parks and Recreation	185,681.12
BOA - Payroll	250.00
BOA - Police State Training	5,179.21
Logic Animal Shelter Facility	9,422.80
Logic Harbor Ln-Sycamore Bend	3,285.40
Logic Investment Fund	3,695,770.69
Logic Street & Road Improvement	161,314.41
Logic Turbeville Road	211,378.09
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Total Checking/Savings	4,626,286.51
Accounts Receivable	
Accounts Receivable	7,701.12
Municipal Court Payments	15,149.69
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Total Accounts Receivable	22,850.81
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Total Current Assets	4,649,137.32
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TOTAL ASSETS	4,649,137.32
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LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
July 2019

	Jul 19
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	-1,907.11
4004 M&O Penalties & Interest	3,111.27
4006 Delinquent M&O	11,137.86
4008 I&S Debt Service	-1,339.16
4010 I&S Penalties & Interest	2,576.08
4012 Delinquent I&S	9,907.58
Total Ad Valorem Tax Revenue	23,486.52
Building Department Revenue	
4102 Building Permits	24,752.50
4104 Certificate of Occupancy	600.00
4106 Contractor Registration	525.00
4108 Preliminary/Final Plat	1,640.00
4112 Health Inspections	460.00
4122 Septic Permits	425.00
4124 Sign Permits	25.00
Total Building Department Revenue	28,427.50
Franchise Fee Revenue	
4208 CoServ	938.14
4212 Waste Management	3,475.33
Total Franchise Fee Revenue	4,413.47
Interest Revenue	
4302 Animal Shelter Interest	20.58
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.03
4314 Logic Investment Interest	8,567.23
4320 Logic Street/Road Improv.	606.91
4322 Logic Turbeville Road	439.80
4326 PD State Training Interest	0.22
4328 Logic Harbor/Sycamore Bend	6.83
Total Interest Revenue	9,641.68
Interlocal Revenue	
4402 Corp Contract Current Year	7,701.12
Total Interlocal Revenue	7,701.12
Miscellaneous Revenue	
4502 Animal Adoption & Impound	540.00
4506 Animal Shelter Donations	10.00
4508 Annual Park Passes	2,718.65
4510 Arrowhead Park Fees	8,660.00
4522 EDCPayment/Ronald Reagan	45,778.33
4530 Other Receivables	21,054.49
4536 Point Vista Park Fees	1,442.00
4550 Sycamore Bend Fees	3,393.00

Town of Hickory Creek
Profit & Loss
July 2019

	<u>Jul 19</u>
Total Miscellaneous Revenue	83,596.47
Municipal Court Revenue	
4602 Building Security Fee	1,482.30
4604 Citations	51,236.76
4606 Court Technology Fee	1,976.40
4612 State Court Costs	29,641.18
4614 Child Safety Fee	25.00
	<u>84,361.64</u>
Total Municipal Court Revenue	84,361.64
Sales Tax Revenue	
4702 Sales Tax General Fund	94,074.21
4706 Sales Tax 4B Corporation	31,358.07
4708 Sales Tax Mixed Beverage	160.27
	<u>125,592.55</u>
Total Sales Tax Revenue	125,592.55
Total Income	<u>367,220.95</u>
Gross Profit	367,220.95
Expense	
Capital Outlay	
5010 Street Maintenance	36.52
5012 Streets & Road Improvement	42,523.74
5022 Parks and Rec Improvements	4,031.50
5024 Public Safety Improvements	12,617.73
5028 Turbeville/Point Vista	280,224.16
	<u>339,433.65</u>
Total Capital Outlay	339,433.65
Debt Service	
5110 2015 Refunding Bond Series	254,650.00
5112 2015 C.O. Series	211,900.00
	<u>466,550.00</u>
Total Debt Service	466,550.00
General Government	
5206 Computer Hardware/Software	76.94
5208 Copier Rental	276.21
5212 EDC Tax Payment	31,358.07
5218 General Communications	400.00
5222 Office Supplies & Equip.	130.69
5224 Postage	941.47
5226 Community Cause	1,145.08
5228 Town Council/Board Expense	-1,870.15
5232 Travel Expense	93.02
	<u>32,551.33</u>
Total General Government	32,551.33
Municipal Court	
5302 Books & Subscriptions	150.00
5304 Building Security	184.93
5312 Court Technology	541.69
5318 Merchant Fees/Credit Cards	32.31

Town of Hickory Creek
Profit & Loss
July 2019

	Jul 19
5322 Office Supplies/Equipment	68.98
5324 State Court Costs	48,144.86
5332 Warrants Collected	-384.63
Total Municipal Court	48,738.14
Parks and Recreation	
5408 Tanglewood Park	295.47
Total Parks and Recreation	295.47
Parks Corps of Engineer	
5432 Arrowhead	5,929.01
5434 Harbor Grove	4,544.87
5436 Point Vista	984.12
5438 Sycamore Bend	4,937.00
Total Parks Corps of Engineer	16,395.00
Personnel	
5502 Administration Wages	21,770.07
5504 Municipal Court Wages	8,471.76
5506 Police Wages	50,320.05
5507 Police Overtime Wages	816.41
5508 Public Works Wages	14,079.13
5509 Public Works Overtime Wage	50.37
5510 Health Insurance	17,113.34
5514 Payroll Expense	1,451.88
5516 Employment Exams	30.00
5518 Retirement (TMRS)	11,427.70
5520 Unemployment (TWC)	20.08
Total Personnel	125,550.79
Police Department	
5602 Auto Gas & Oil	1,741.47
5606 Auto Maintenance & Repair	1,952.51
5612 Computer Hardware/Software	685.75
5626 Office Supplies/Equipment	132.71
5630 Personnel Equipment	-2,585.00
5634 Travel Expense	325.96
5636 Uniforms	2,333.60
5640 Training & Education	1,183.92
5648 K9 Unit	580.56
Total Police Department	6,351.48
Public Works Department	
5706 Animal Control Supplies	388.33
5708 Animal Control Vet Fees	1,288.30
5710 Auto Gas & Oil	1,493.39
5714 Auto Maintenance/Repair	750.96
5716 Beautification	2,962.91
5724 Equipment Maintenance	225.90
5726 Equipment Rental	39.60

Town of Hickory Creek
Profit & Loss
July 2019

	<u>Jul 19</u>
5728 Equipment Supplies	337.23
5734 Radios	384.22
5742 Uniforms	1,024.00
5748 Landscaping Services	18,666.70
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Total Public Works Department	27,561.54
Services	
5804 Attorney Fees	4,125.50
5812 Document Management	74.18
5814 Engineering	10,807.05
5818 Inspections	4,626.00
5822 Legal Notices/Advertising	287.70
5824 Library Services	253.00
5826 Municipal Judge	960.00
5828 Printing	2,113.14
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Total Services	23,246.57
Special Events	
6008 Tree Lighting	547.35
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Total Special Events	547.35
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	4,974.64
5904 Electric	2,076.63
5906 Gas	48.37
5908 Street Lighting	2,868.41
5910 Telephone	3,735.27
5912 Water	1,338.59
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Total Utilities & Maintenance	15,041.91
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Total Expense	1,102,263.23
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Net Ordinary Income	-735,042.28
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Net Income	<u><u>-735,042.28</u></u>

Town of Hickory Creek
Budget vs. Actual Year to Date 83.30%
October 2018 through July 2019

	Oct '18 - Jul 19	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,139,653.78	1,152,558.00	98.9%
4004 M&O Penalties & Interest	6,812.81	5,000.00	136.3%
4006 Delinquent M&O	19,627.66	3,500.00	560.8%
4008 I&S Debt Service	801,089.44	809,318.00	99.0%
4010 I&S Penalties & Interest	4,062.41	3,000.00	135.4%
4012 Delinquent I&S	17,100.12	2,500.00	684.0%
Total Ad Valorem Tax Revenue	1,988,346.22	1,975,876.00	100.6%
Building Department Revenue			
4102 Building Permits	239,601.75	225,000.00	106.5%
4104 Certificate of Occupancy	2,400.00	2,000.00	120.0%
4106 Contractor Registration	4,350.00	4,000.00	108.8%
4108 Preliminary/Final Plat	4,460.00	520.00	857.7%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	9,200.00	8,740.00	105.3%
4122 Septic Permits	425.00	850.00	50.0%
4124 Sign Permits	3,310.00	2,400.00	137.9%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	500.00	500.00	100.0%
4130 Vendor Fee	75.00	200.00	37.5%
4132 Alarm Permit Fees	600.00	800.00	75.0%
Total Building Department Revenue	264,921.75	245,210.00	108.0%
Franchise Fee Revenue			
4202 Atmos Energy	39,934.96	30,000.00	133.1%
4204 Charter Communications	31,902.22	42,500.00	75.1%
4206 CenturyLink	1,989.18	2,500.00	79.6%
4208 CoServ	4,691.49	4,200.00	111.7%
4210 Oncor Electric	144,600.76	144,269.00	100.2%
4212 Waste Management	34,605.20	40,000.00	86.5%
Total Franchise Fee Revenue	257,723.81	263,469.00	97.8%
Interest Revenue			
4302 Animal Shelter Interest	204.01	100.00	204.0%
4308 Drug Forfeiture Interest	1.00	1.00	100.0%
4310 Drug Seizure Interest	0.46	0.00	100.0%
4314 Logic Investment Interest	82,980.93	48,000.00	172.9%
4320 Logic Street/Road Improv.	11,423.51	8,700.00	131.3%
4322 Logic Turbeville Road	4,366.49	3,500.00	124.8%
4326 PD State Training Interest	2.15	2.00	107.5%
4328 Logic Harbor/Sycamore Bend	67.81	35.00	193.7%
Total Interest Revenue	99,046.36	60,338.00	164.2%
Interlocal Revenue			
4402 Corp Contract Current Year	15,402.24	34,000.00	45.3%
Total Interlocal Revenue	15,402.24	34,000.00	45.3%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	13,580.00	6,500.00	208.9%
4506 Animal Shelter Donations	489.00	1,000.00	48.9%
4508 Annual Park Passes	28,500.31	20,000.00	142.5%
4510 Arrowhead Park Fees	45,254.00	18,000.00	251.4%
4512 Beer & Wine Permit	0.00	60.00	0.0%
4516 Corp Parks Prior Year Rev	0.00	0.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 83.30%
 October 2018 through July 2019

	Oct '18 - Jul 19	Budget	% of Budget
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	2,849.00	0.0%
4522 EDCPayment/Ronald Reagan	45,778.33	45,778.00	100.0%
4524 Fund Balance Reserve	0.00	697,844.32	0.0%
4526 Mineral Rights	0.00	300.00	0.0%
4528 NSF Fees	0.00	50.00	0.0%
4530 Other Receivables	71,696.35	48,000.00	149.4%
4534 PD State Training	1,252.68	1,252.68	100.0%
4536 Point Vista Park Fees	3,296.00	5,000.00	65.9%
4546 Street Bond Proceeds	0.00	452,713.00	0.0%
4550 Sycamore Bend Fees	15,433.75	15,000.00	102.9%
4554 Building Security Fund Res	0.00	23,400.00	0.0%
4556 Court Tech Fund Reserve	0.00	3,525.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
Total Miscellaneous Revenue	225,280.42	1,341,272.00	16.8%
Municipal Court Revenue			
4602 Building Security Fee	8,190.33	8,400.00	97.5%
4604 Citations	376,934.05	525,000.00	71.8%
4606 Court Technology Fee	10,745.46	11,025.00	97.5%
4612 State Court Costs	179,862.40	199,500.00	90.2%
4614 Child Safety Fee	578.07	1,000.00	57.8%
Total Municipal Court Revenue	576,310.31	744,925.00	77.4%
Sales Tax Revenue			
4702 Sales Tax General Fund	928,652.87	1,143,750.00	81.2%
4706 Sales Tax 4B Corporation	320,126.66	381,250.00	84.0%
4708 Sales Tax Mixed Beverage	390.55	0.00	100.0%
Total Sales Tax Revenue	1,249,170.08	1,525,000.00	81.9%
Total Income	4,676,201.19	6,190,090.00	75.5%
Gross Profit	4,676,201.19	6,190,090.00	75.5%
Expense			
Capital Outlay			
5010 Street Maintenance	-5,146.20	50,000.00	-10.3%
5012 Streets & Road Improvement	529,396.78	452,713.00	116.9%
5022 Parks and Rec Improvements	23,066.50	125,000.00	18.5%
5024 Public Safety Improvements	197,453.66	400,000.00	49.4%
5026 Fleet Purchase/Replacement	102,672.84	105,000.00	97.8%
5028 Turbeville/Point Vista	484,025.33	200,000.00	242.0%
Total Capital Outlay	1,331,468.91	1,332,713.00	99.9%
Debt Service			
5106 2012 Refunding Bond Series	10,028.19	150,086.00	6.7%
5108 2012 Tax Note Series	943.89	116,910.00	0.8%
5110 2015 Refunding Bond Series	314,300.00	314,300.00	100.0%
5112 2015 C.O. Series	273,800.00	273,800.00	100.0%
Total Debt Service	599,072.08	855,096.00	70.1%
General Government			
5202 Bank Service Charges	47.00	50.00	94.0%
5204 Books & Subscriptions	0.00	400.00	0.0%
5206 Computer Hardware/Software	9,679.86	15,500.00	62.5%
5208 Copier Rental	3,543.66	3,900.00	90.9%
5210 Dues & Memberships	1,940.90	2,500.00	77.6%

Town of Hickory Creek
Budget vs. Actual Year to Date 83.30%
October 2018 through July 2019

	Oct '18 - Jul 19	Budget	% of Budget
5212 EDC Tax Payment	350,347.55	381,250.00	91.9%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	5,802.33	8,000.00	72.5%
5218 General Communications	9,420.70	22,000.00	42.8%
5222 Office Supplies & Equip.	2,372.45	2,000.00	118.6%
5224 Postage	3,989.24	4,500.00	88.6%
5226 Community Cause	5,039.46	4,000.00	126.0%
5228 Town Council/Board Expense	3,316.00	6,000.00	55.3%
5230 Training & Education	1,154.50	2,000.00	57.7%
5232 Travel Expense	521.37	1,500.00	34.8%
5234 Staff Uniforms	762.94	1,000.00	76.3%
Total General Government	397,937.96	454,600.00	87.5%
Municipal Court			
5302 Books & Subscriptions	150.00	75.00	200.0%
5304 Building Security	1,615.93	31,800.00	5.1%
5312 Court Technology	4,805.06	14,550.00	33.0%
5314 Dues & Memberships	75.00	200.00	37.5%
5318 Merchant Fees/Credit Cards	-105.09	500.00	-21.0%
5322 Office Supplies/Equipment	1,616.03	1,800.00	89.8%
5324 State Court Costs	218,346.92	199,500.00	109.4%
5326 Training & Education	500.00	500.00	100.0%
5328 Travel Expense	89.41	500.00	17.9%
5332 Warrants Collected	1,504.39	0.00	100.0%
Total Municipal Court	228,597.65	249,425.00	91.6%
Parks and Recreation			
5402 Events	1,208.80	2,500.00	48.4%
5408 Tanglewood Park	1,639.16	2,500.00	65.6%
5412 KHCB	592.63	1,000.00	59.3%
5414 Tree City USA	4,541.75	11,500.00	39.5%
5416 Town Hall Park	0.00	500.00	0.0%
Total Parks and Recreation	7,982.34	18,000.00	44.3%
Parks Corps of Engineer			
5432 Arrowhead	17,100.94	8,500.00	201.2%
5434 Harbor Grove	7,036.40	4,000.00	175.9%
5436 Point Vista	3,792.94	4,500.00	84.3%
5438 Sycamore Bend	18,967.18	35,000.00	54.2%
Total Parks Corps of Engineer	46,897.46	52,000.00	90.2%
Personnel			
5502 Administration Wages	239,667.07	281,875.00	85.0%
5504 Municipal Court Wages	118,328.35	114,565.00	103.3%
5506 Police Wages	524,308.17	674,215.00	77.8%
5507 Police Overtime Wages	11,378.55	8,000.00	142.2%
5508 Public Works Wages	152,646.93	174,985.00	87.2%
5509 Public Works Overtime Wage	1,084.61	1,600.00	67.8%
5510 Health Insurance	137,655.76	170,000.00	81.0%
5512 Longevity	10,688.00	10,688.00	100.0%
5514 Payroll Expense	18,054.17	18,000.00	100.3%
5516 Employment Exams	2,077.50	2,000.00	103.9%
5518 Retirement (TMRS)	126,329.56	138,100.00	91.5%
5520 Unemployment (TWC)	619.65	2,000.00	31.0%
5522 Workman's Compensation	25,353.58	25,354.00	100.0%
Total Personnel	1,368,191.90	1,621,382.00	84.4%

Budget vs. Actual Year to Date 83.30%

October 2018 through July 2019

	Oct '18 - Jul 19	Budget	% of Budget
Police Department			
5602 Auto Gas & Oil	19,794.44	25,000.00	79.2%
5606 Auto Maintenance & Repair	28,643.83	25,000.00	114.6%
5610 Books & Subscriptions	146.91	500.00	29.4%
5612 Computer Hardware/Software	39,971.73	38,000.00	105.2%
5614 Crime Lab Analysis	-640.19	2,000.00	-32.0%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	233.82	400.00	58.5%
5626 Office Supplies/Equipment	823.21	1,500.00	54.9%
5630 Personnel Equipment	636.12	7,000.00	9.1%
5634 Travel Expense	1,801.07	2,500.00	72.0%
5636 Uniforms	10,314.36	6,000.00	171.9%
5640 Training & Education	7,935.02	10,000.00	79.4%
5644 Citizens on Patrol	864.23	200.00	432.1%
5646 Community Outreach	490.79	750.00	65.4%
5648 K9 Unit	2,661.99	3,000.00	88.7%
Total Police Department	113,677.33	121,850.00	93.3%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	589.83	600.00	98.3%
5706 Animal Control Supplies	1,091.21	1,000.00	109.1%
5708 Animal Control Vet Fees	6,218.05	5,000.00	124.4%
5710 Auto Gas & Oil	12,364.81	12,500.00	98.9%
5714 Auto Maintenance/Repair	17,999.14	15,000.00	120.0%
5716 Beautification	12,572.83	110,000.00	11.4%
5718 Computer Hardware/Software	595.00	750.00	79.3%
5720 Dues & Memberships	342.00	350.00	97.7%
5722 Equipment	89,929.83	93,700.00	96.0%
5724 Equipment Maintenance	9,156.89	9,000.00	101.7%
5726 Equipment Rental	273.98	500.00	54.8%
5728 Equipment Supplies	5,607.82	6,500.00	86.3%
5732 Office Supplies/Equipment	294.51	800.00	36.8%
5734 Radios	3,854.64	3,200.00	120.5%
5738 Training	339.00	800.00	42.4%
5740 Travel Expense	225.10	1,000.00	22.5%
5742 Uniforms	2,948.41	2,000.00	147.4%
5748 Landscaping Services	72,287.74	110,000.00	65.7%
Total Public Works Department	236,690.79	373,700.00	63.3%
Services			
5802 Appraisal District	8,778.00	11,700.00	75.0%
5804 Attorney Fees	46,009.43	60,000.00	76.7%
5806 Audit	13,500.00	13,500.00	100.0%
5808 Codification	375.00	4,000.00	9.4%
5812 Document Management	1,054.77	1,200.00	87.9%
5814 Engineering	51,309.23	52,500.00	97.7%
5816 General Insurance	33,732.58	33,733.00	100.0%
5818 Inspections	43,312.00	40,500.00	106.9%
5820 Fire Service	613,633.00	615,000.00	99.8%
5822 Legal Notices/Advertising	2,637.90	2,000.00	131.9%
5824 Library Services	1,355.50	1,000.00	135.6%
5826 Municipal Judge	9,600.00	11,520.00	83.3%
5828 Printing	3,535.13	1,800.00	196.4%
5830 Tax Collection	2,273.00	3,500.00	64.9%
5832 Computer Technical Support	34,351.79	34,500.00	99.6%
5838 DCCAC	0.00	1,750.00	0.0%
5840 Denton County Dispatch	29,301.00	29,301.00	100.0%

4:49 PM

08/15/19

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 83.30%

October 2018 through July 2019

	Oct '18 - Jul 19	Budget	% of Budget
5844 Helping Hands	91.15	300.00	30.4%
5848 DCFOF	0.00	500.00	0.0%
Total Services	894,849.48	918,304.00	97.4%
Special Events			
6004 Fourth of July Celebration	5,000.00	5,000.00	100.0%
6008 Tree Lighting	5,766.73	5,220.00	110.5%
Total Special Events	10,766.73	10,220.00	105.3%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	80,469.88	85,000.00	94.7%
5904 Electric	22,857.62	28,000.00	81.6%
5906 Gas	1,616.17	2,000.00	80.8%
5908 Street Lighting	28,711.17	30,000.00	95.7%
5910 Telephone	27,194.14	22,800.00	119.3%
5912 Water	10,747.97	15,000.00	71.7%
Total Utilities & Maintenance	171,596.95	182,800.00	93.9%
Total Expense	5,407,729.58	6,190,090.00	87.4%
Net Ordinary Income	-731,528.39	0.00	100.0%
Net Income	-731,528.39	0.00	100.0%

4:50 PM

08/15/19

Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
 July 2019

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Bill	07/08/2019	Invoi...	McMahon Contracting L.P.	42,523.74
Total 5012 Streets & Road Improvement				42,523.74
5022 Parks and Rec Improvements				
Bill	07/15/2019	Invoi...	National Service Research	1,331.50
Bill	07/30/2019	Invoi...	Dunaway	2,700.00
Total 5022 Parks and Rec Improvements				4,031.50
5024 Public Safety Improvements				
Bill	07/15/2019	Invoi...	Lake Cities Municipal Authority	12,617.73
Total 5024 Public Safety Improvements				12,617.73
5028 Turbeville/Point Vista				
Bill	07/08/2019	Invoi...	Half Associates, Inc.	1,051.00
Bill	07/26/2019	Invoi...	CMJ Engineering, Inc.	3,636.75
Check	07/11/2019	3840	GRod Construction, LLC.	399,439.02
Total 5028 Turbeville/Point Vista				404,126.77
Total Capital Outlay				463,299.74
Debt Service				
5110 2015 Refunding Bond Series				
Check	07/29/2019	Wire	US Bank	254,650.00
Total 5110 2015 Refunding Bond Series				254,650.00
5112 2015 C.O. Series				
Check	07/29/2019	Wire	US Bank	211,900.00
Total 5112 2015 C.O. Series				211,900.00
Total Debt Service				466,550.00
General Government				
5212 EDC Tax Payment				
Check	07/16/2019	3848	Hickory Creek Economic Development	31,358.07
Total 5212 EDC Tax Payment				31,358.07
Total General Government				31,358.07
Municipal Court				
5324 State Court Costs				
Check	07/17/2019	Debit	State Comptroller	48,144.86
Total 5324 State Court Costs				48,144.86
5332 Warrants Collected				
Bill	07/15/2019	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	1,087.50

4:50 PM
08/15/19
Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
July 2019

Type	Date	Num	Name	Amount
			Total 5332 Warrants Collected	1,087.50
			Total Municipal Court	49,232.36
			Parks Corps of Engineer	
			5432 Arrowhead	
Bill	07/30/2019	Invoi...	Rayco Marinas, Inc.	1,506.02
Check	07/26/2019	Debit	CHECKCARD 0725 KirbyBuilt	1,949.95
			Total 5432 Arrowhead	3,455.97
			5434 Harbor Grove	
Check	07/26/2019	Debit	CHECKCARD 0725 KirbyBuilt	3,899.89
			Total 5434 Harbor Grove	3,899.89
			5438 Sycamore Bend	
Bill	07/30/2019	Invoi...	Rayco Marinas, Inc.	1,205.03
Check	07/26/2019	Debit	CHECKCARD 0725 KirbyBuilt	1,949.95
			Total 5438 Sycamore Bend	3,154.98
			Total Parks Corps of Engineer	10,510.84
			Police Department	
			5602 Auto Gas & Oil	
Check	07/29/2019	Debit	WEX Bank	1,741.47
			Total 5602 Auto Gas & Oil	1,741.47
			5636 Uniforms	
Bill	07/29/2019	Invoi...	Galls	1,408.38
			Total 5636 Uniforms	1,408.38
			Total Police Department	3,149.85
			Public Works Department	
			5748 Landscaping Services	
Bill	07/30/2019	Invoi...	D & D Commercial Landscape Management	8,829.81
Bill	07/08/2019	Invoi...	D & D Commercial Landscape Management	9,836.89
			Total 5748 Landscaping Services	18,666.70
			Total Public Works Department	18,666.70
			Services	
			5804 Attorney Fees	
Bill	07/08/2019	Acc...	Hayes, Berry, White & Vanzant	3,146.85
			Total 5804 Attorney Fees	3,146.85
			5814 Engineering	
Bill	07/30/2019	Invoi...	Halff Associates, Inc.	1,085.60
Bill	07/30/2019	Invoi...	Halff Associates, Inc.	2,594.99
Bill	07/30/2019	Invoi...	Halff Associates, Inc.	7,126.46
			Total 5814 Engineering	10,807.05

4:50 PM

08/15/19

Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
 July 2019

Type	Date	Num	Name	Amount
5818 Inspections				
Bill	07/15/2019	Invoi...	Vaughn Inspections Plus, LLC	4,626.00
Total 5818 Inspections				4,626.00
5828 Printing				
Bill	07/08/2019	Invoi...	Stoneglass Marketing	2,040.66
Total 5828 Printing				2,040.66
Total Services				20,620.56
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Bill	07/08/2019	Invoi...	Advantage Mechanical	1,138.68
Bill	07/26/2019	Invoi...	Wilson McLain Plumbing	1,177.68
Total 5902 Bldg Maintenance/Supplies				2,316.36
5904 Electric				
Check	07/23/2019	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,076.63
Total 5904 Electric				2,076.63
5908 Street Lighting				
Check	07/23/2019	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,707.43
Total 5908 Street Lighting				2,707.43
5910 Telephone				
Bill	07/08/2019	Acc...	CenturyLink	1,466.02
Bill	07/17/2019	Acc...	CenturyLink	1,475.38
Total 5910 Telephone				2,941.40
Total Utilities & Maintenance				10,041.82
Total Expense				1,073,429.94
Net Ordinary Income				-1,073,429.94
Net Income				-1,073,429.94



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

MONTHLY STATEMENT OF ACCOUNT

FUND: LOCAL GOVERNMENT INVESTMENT CO-OP - FD

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 07/01/2019 - 07/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.4550%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 7/31/19 WAS 1.000214.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,403.18
07/31/2019	MONTHLY POSTING	9999888	19.62	9,422.80
	ENDING BALANCE			9,422.80

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,403.18
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	19.62
ENDING BALANCE	9,422.80
AVERAGE BALANCE	9,403.18

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	138.53





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

MONTHLY STATEMENT OF ACCOUNT

FUND: LOCAL GOVERNMENT INVESTMENT CO-OP - FD

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 07/01/2019 - 07/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.4550%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 7/31/19 WAS 1.000214.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,278.57
07/31/2019	MONTHLY POSTING	9999888	6.83	3,285.40
	ENDING BALANCE			3,285.40

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,278.57
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6.83
ENDING BALANCE	3,285.40
AVERAGE BALANCE	3,278.57

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	48.22





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

MONTHLY STATEMENT OF ACCOUNT

FUND: LOCAL GOVERNMENT INVESTMENT CO-OP - FD

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 07/01/2019 - 07/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.4550%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 7/31/19 WAS 1.000214.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,153,753.46
07/29/2019	WIRE WITHDRAWAL	6107746	254,650.00 -	3,899,103.46
07/29/2019	WIRE WITHDRAWAL	6107747	211,900.00 -	3,687,203.46
07/31/2019	MONTHLY POSTING	9999888	8,567.23	3,695,770.69
	ENDING BALANCE			3,695,770.69

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,153,753.46
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	466,550.00
TOTAL INTEREST	8,567.23
ENDING BALANCE	3,695,770.69
AVERAGE BALANCE	4,108,603.46

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,950,000.00	2,277,220.53	61,783.19





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

MONTHLY STATEMENT OF ACCOUNT

FUND: LOCAL GOVERNMENT INVESTMENT CO-OP - FD

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 07/01/2019 - 07/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.4550%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 7/31/19 WAS 1.000214.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			560,707.50
07/11/2019	ACH WITHDRAWAL	6107166	400,000.00 -	160,707.50
07/31/2019	MONTHLY POSTING	9999888	606.91	161,314.41
	ENDING BALANCE			161,314.41

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	560,707.50
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	400,000.00
TOTAL INTEREST	606.91
ENDING BALANCE	161,314.41
AVERAGE BALANCE	289,739.76

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	400,000.00	7,700.14





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

MONTHLY STATEMENT OF ACCOUNT

FUND: LOCAL GOVERNMENT INVESTMENT CO-OP - FD

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 07/01/2019 - 07/31/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.4550%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 50 DAYS AND THE NET ASSET VALUE FOR 7/31/19 WAS 1.000214.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			210,938.29
07/31/2019	MONTHLY POSTING	9999888	439.80	211,378.09
	ENDING BALANCE			211,378.09

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	210,938.29
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	439.80
ENDING BALANCE	211,378.09
AVERAGE BALANCE	210,938.29

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	3,108.29



Item Attachment Documents:

3. Consider and act on acceptance of rates from Dearborn National for town employee life, short term disability and long term disability coverage for Fiscal Year 2019-2020, increasing the life benefit from \$50,000 to 2x employee salary with a maximum of \$200,000.



AGENDA INFORMATION SHEET

MEETING DATE: August 20, 2019

AGENDA ITEM: Consider and act on acceptance of rates from Dearborn National for town employee life, short term disability and long term disability coverage for Fiscal Year 2019-2020, increasing the life benefit from \$50,000 to 2x employee salary with a maximum of \$200,000.

SUMMARY: Total annual cost to town for Life/AD&D, Short Term and Long Term Disability coverage for Fiscal Year 2019-2020 is \$10,560.12.

Item Attachment Documents:

4. Consider and act on acceptance of rates from Dental Select for town employee dental coverage for Fiscal Year 2019-2020. Total annual cost to town for Fiscal Year 2019-2020 is \$6,182.40.



AGENDA INFORMATION SHEET

MEETING DATE: August 20, 2019

AGENDA ITEM: Consider and act on acceptance of rates from Dental Select for town employee dental coverage for Fiscal Year 2019-2020. Total annual cost to town for Fiscal Year 2019-2020 is \$6,182.40.

SUMMARY: Employee Only \$25.76 monthly
Employee/Spouse \$60.20 monthly
Employee/Child(ren) \$93.25 monthly
Employee/Family \$93.25 monthly

Item Attachment Documents:

5. Consider and act on acceptance of rates from EyeMed for town employee vision coverage for Fiscal Year 2019-2020. Vision coverage is voluntary. No cost to town.



AGENDA INFORMATION SHEET

MEETING DATE: August 20, 2019

AGENDA ITEM: Consider and act on acceptance of rates from EyeMed for town employee vision coverage for Fiscal Year 2019-2020. Vision coverage is voluntary. No cost to town.

SUMMARY: Employee Only \$4.16 Bi-Weekly
Employee/Spouse \$7.91 Bi-Weekly
Employee/Child(ren) \$93.25 Bi-Weekly
Employee/Family \$93.25 Bi-Weekly

Item Attachment Documents:

6. 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 Blake Newsome concerning sponsorship for training and education to obtain professional certification from the Texas Commission on Law Enforcement.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-0820-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND BLAKE NEWSOME CONCERNING SPONSORSHIP FOR TRAINING AND EDUCATION TO OBTAIN PROFESSIONAL CERTIFICATION FROM THE TEXAS COMMISSION ON LAW ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council desires to ratify an agreement between the Town of Hickory Creek, Texas and Blake Newsome concerning sponsorship for training and education to obtain professional certification from the Texas Commission on Law Enforcement dated August __, 2019.

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 Blake Newsome concerning sponsorship for training and education to obtain professional certification from the Texas Commission on Law Enforcement dated August ____, 2019 and attached hereto as Exhibit A.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 20th day of August, 2019.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

SPONSORSHIP AGREEMENT

This Agreement ("Agreement") is by and between the **TOWN OF HICKORY CREEK, TEXAS**, (the "Town"), and **BLAKE NEWSOME** (the "Police Recruit") to be effective upon date of execution of this Agreement (the "Effective Date").

SECTION 1 **RECITALS**

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

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

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

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

SECTION 2 **TOWN'S COMMITMENT**

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

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

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

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

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

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

SECTION 4 **DISCLAIMER**

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

SECTION 5
POLICE RECRUIT'S CERTIFICATION

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

Police Recruit's Name (print): Blake Newsome

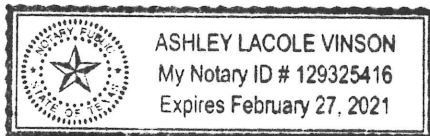
Police Recruit's Signature: Blake Newsome Date: 14 AUG 2019

DATED AND EXECUTED BY POLICE RECRUIT, THIS 14th DAY OF August, 2019.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

GIVEN under my hand and official seal, this 14th day of August, 2019.



Ashley Lacoie Vinson
Notary Public, State of Texas

TOWN OF HICKORY CREEK

Carey Dunn
Carey Dunn, Police Chief
Town of Hickory Creek

Date: 8/14/19

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

Date: 8/14/19

Item Attachment Documents:

7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas approving an amendment to the Second Amended and Restated Performance Agreement by and between the Hickory Creek Economic Development Corporation and Hard Sun V, Inc. a Texas corporation.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2019-0820-_____**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, APPROVING AN AMENDMENT TO THE SECOND AMENDED AND RESTATED PERFORMANCE AGREEMENT BY AND BETWEEN THE HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION AND HARD SUN V, INC., A TEXAS CORPORATION; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Hickory Creek Economic Development Corporation (hereinafter referred to as the “EDC”) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, on or about September 20, 2017, the EDC and Hard Sun V, Inc., a Texas corporation (hereinafter referred to as “Hard Sun”) executed an Original Performance Agreement (hereinafter referred to as the “Original Agreement”) concerning the construction of a restaurant on an approximately 0.91-acre tract of land; and

WHEREAS, on or about May 29, 2018, the EDC and Hard Sun executed a First Amendment to the Performance Agreement; and

WHEREAS, on or about September 25, 2018, the EDC and Town Council for the Town of Hickory Creek, Texas, approved a Second Amended and Restated Performance Agreement; and

WHEREAS, Hard Sun and EDC now desire to amend the Second Amended and Restated Performance Agreement with this Amendment to better address the obligations of the parties.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Hickory Creek, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Hickory Creek, Texas, does hereby approve the Amendment to Second Amended and Restated Performance Agreement, attached hereto as ***Exhibit A***, and authorize the Mayor to execute this Resolution, and authorize the President of the EDC to execute the Amendment to Second Amended and Restated Performance Agreement.

Section 3. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Hickory Creek, Texas, on this the 20th day of August , 2019.

Lynn 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

Exhibit A

Amendment to Second Amended
and Restated Performance Agreement

AMENDMENT TO SECOND AMENDED AND RESTATED PERFORMANCE AGREEMENT

This **AMENDMENT TO SECOND AMENDED AND RESTATED PERFORMANCE AGREEMENT** (hereinafter referred to as the “Amendment”) by and between **HARD SUN V, INC.**, a Texas corporation (hereinafter referred to as “Developer”), and the **HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”), is made and executed on the following recitals, terms and conditions.

WHEREAS, on or about September 20, 2017, the EDC and Developer executed an Original Performance Agreement (hereinafter referred to as the “Original Agreement”) concerning the construction of a restaurant on an approximately 0.91-acre tract of land; and

WHEREAS, on or about May 29, 2018, the EDC and Developer executed a First Amendment to the Performance Agreement (hereinafter referred to as the “First Amendment”); and

WHEREAS, on or about September 25, 2018, the EDC and Town Council for the Town of Hickory Creek, Texas, approved a Second Amended and Restated Performance Agreement (hereinafter referred to as the “Second Amendment”); and

WHEREAS, the Developer and EDC now desire to amend the Second Amended and Restated Performance Agreement with this Amendment to better address the obligations of the parties.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. AMENDMENTS TO SECOND AMENDMENT.

- (a) **Amendment to Second Amendment.** That Section 4(c) of the Second Amendment is hereby amended to read as follows:

“(c) **Qualified Expenditures.** Developer covenants and agrees to submit to the EDC invoices, receipts, or other documentation in a form acceptable to the EDC for the Qualified Expenditures made to the Property in a minimum amount of **One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)** by **December 1, 2019.**”

- (b) **Amendment to Second Amendment.** That Section 4(d) of the Second Amendment is hereby amended to read as follows:
- “(d) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **November 1, 2019**, a Certificate of Occupancy from the Town for a minimum of 4,500 square feet of restaurant space located on the Property.”
- (c) **Amendment to Second Amendment.** That Section 4(e) of the Second Amendment is hereby amended to read as follows:
- “(e) **Operate Restaurant.** Developer covenants and agrees by **November 1, 2019**, and during the Term of this Agreement to keep open to the general public the restaurant located on the Property.”
- (d) **Amendment to Second Amendment.** That Section 4(f) of the Second Amendment is hereby amended to read as follows:
- “(f) **Job Creation and Retention.** Developer covenants and agrees by **November 1, 2019**, and during the Term of this Agreement to employ and maintain a minimum of ten (10) Full-Time Equivalent Employment Positions and fifteen (15) part-time employment positions working at the Property. Developer covenants and agrees beginning on **November 1, 2019**, and during the Term of this Agreement, Developer shall make available to EDC a quarterly compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions and part-time employment positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions and part-time employment positions (the “Quarterly Compliance Verification”). All Quarterly Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Amendment:

- (a) **Amendments.** This Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Amendment. No alteration of or amendment to this Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created

hereunder are performable in Denton County, Texas. Venue for any action arising under this Amendment shall lie in the state district courts of Denton County, Texas.

- (c) **Assignment.** This Amendment may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Amendment on behalf of Developer has full authority to execute this Amendment and bind Developer to the same. EDC warrants and represents that the individual executing this Amendment on its behalf has full authority to execute this Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Amendment.
- (f) **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Second Amendment.** All of the terms, conditions, and obligations of the Second Amendment remain in full force and effect except where specifically amended by this Amendment.
- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Amendment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Amendment in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Amendment.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER:

HARD SUN V, INC.,
a Texas corporation,

By: _____

James M. Murray, Owner

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 2019, by James M. Murray, Owner of Hard Sun V, Inc., a Texas corporation, on behalf of said corporation

Notary Public, State of Texas

JAMES M. MURRAY, Individually.

By: _____

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 2019, by James M. Murray.

Notary Public, State of Texas

Item Attachment Documents:

8. Consider and act on a resolution designating the Denton Record Chronicle as the official newspaper for the Town of Hickory Creek, Texas.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2019-0820-__**

**A RESOLUTION OF THE TOWN OF HICKORY CREEK, TEXAS
DESIGNATING THE DENTON RECORD CHRONICLE AS THE
OFFICIAL NEWSPAPER FOR THE TOWN OF HICKORY CREEK,
TEXAS.**

WHEREAS, the Town of Hickory Creek is required to adopt an official municipal newspaper as per Chapter 52.004 of the Texas Local Government Code; and

WHEREAS, the Town Council of the Town of Hickory shall publish in the official newspaper each ordinance; captions of ordinances; notice; or other matter required by law or ordinance to be published;

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

Section 1

The Town of Hickory Creek hereby designates the Denton Record Chronicle as the official newspaper of the Town of Hickory Creek.

Section 2

The Town Secretary is hereby authorized to publish required matters with the official newspaper for the Town of Hickory Creek.

Section 3

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 20th day of August, 2019.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

APPROVED AS TO FORM:

Kristi K. Rogers, Town Secretary

Town of Hickory Creek

Attorney

Dorwin L. Sargent, III, Town

Town of Hickory Creek

Item Attachment Documents:

9. Consider and act on an amendment to the Town of Hickory Creek Personnel Policy Manual, Section 2.5; Working Hours/Attendance; Town Administration Office Hours; 7:00 a.m. until 11:00 a.m. on Friday.



AGENDA INFORMATION SHEET

MEETING DATE: August 20, 2019

AGENDA ITEM: Consider and act on an amendment to the Town of Hickory Creek Personnel Policy Manual, Section 2.5; Working Hours/Attendance; Town Administration Office Hours; 7:00 a.m. until 11:00 a.m. on Friday.

SUMMARY: Administration hours on Friday are currently 7:30 a.m. until 11:30 a.m.

Item Attachment Documents:

10. Consider and act on an amendment to the Town of Hickory Creek Personnel Policy Manual, Section 9.1; Holidays; adding Columbus Day as an observed holiday.



AGENDA INFORMATION SHEET

MEETING DATE: August 20, 2019

AGENDA ITEM: Consider and act on an amendment to the Town of Hickory Creek Personnel Policy Manual, Section 9.1; Holidays; adding Columbus Day as an observed holiday.

SUMMARY: The Town of Hickory Creek observes the following days as paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Item Attachment Documents:

11. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Span, Inc. for transportation services.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-0820-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT FOR SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND SPAN, INC., AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Interlocal Agreement for Services to provide nutrition, transportation and social services to older persons, persons with disability, veterans, and the general public (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 20th day of September, 2019.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL AGREEMENT FOR SERVICES

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

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

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

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

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

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

WHEREAS, Riders in TOWN may be taken anywhere in SPAN's demand response transit service area in Denton County at a cost to the Riders of \$3.00 for seniors (age 65 and older) and people with documented disabilities for the limited purposes of medical treatments, doctor's and dentist's appointments, trips to get prescriptions filled, shopping for necessities, travel to and from the Lake Dallas Public Library, and participation in the Lake Cities Seniors Program at Lake Dallas City Hall; and

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

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

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

1. Recitals

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

2. Scope of Transportation Services

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

3. SPAN Transportation Operations

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

4. Payment

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

5. Indemnification

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

6. Insurance

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

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

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

7. Assignment and Delegation

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

8. Severability

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

9. Mediation

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

10. Term of Agreement

The term of this Agreement shall be from October 1, 2019 through September 30, 2020, subject to renewal by the parties. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the TOWN terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination.

11. Applicable Law Venue

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

12. Attorney's Fees and Costs

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

IN WITNESS WHEREOF the TOWN of Hickory Creek and Span, Inc. have executed this Agreement on this the 20th day of July, 2019.

SPAN, INC:

Michelle McMahon, Executive Director

TOWN OF HICKORY CREEK:

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

Item Attachment Documents:

12. Consider and act on a final plat for Hickory Farms, 24.277 acres, situated in the H.H. Swisher Survey, Abstract No.1220, Town of Hickory Creek, Denton County, Texas.



August 5, 2019
AVO 35309.001

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

**RE: Hickory Farms Addition – Final Plat
Final Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received the final plat for the Hickory Farms Addition on July 18, 2019. The surveyor is Pettit & Associates. The owner is MM Hickory Creek 24, LLC.

Halff recommends approval of the final plat received on July 18, 2019 contingent on addressing the comment below.

Plat

1. Please provide to the Town tax certificate(s) showing all taxes have been paid if not already provided with the final plat application.

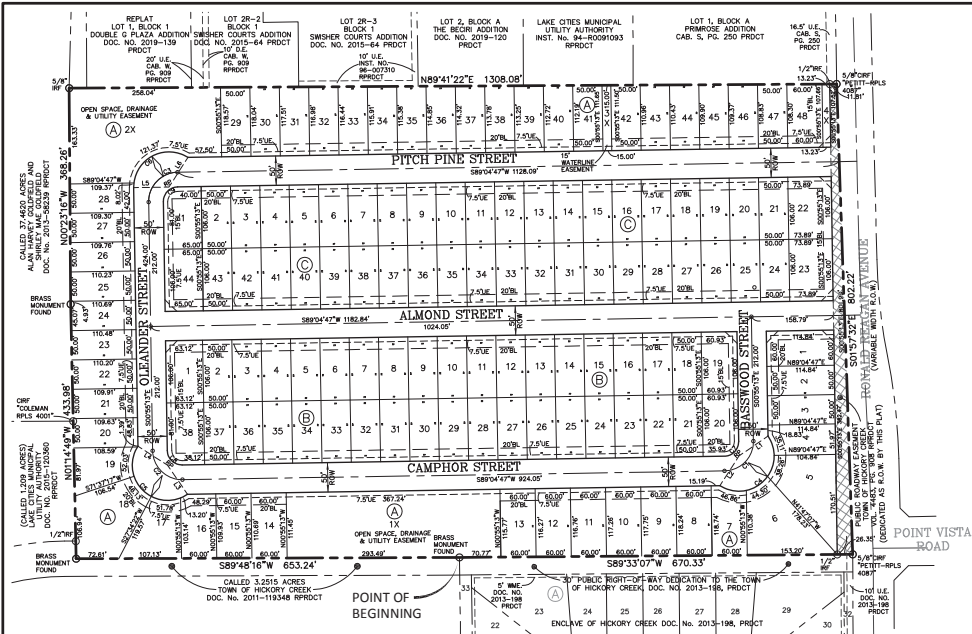
Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Lee Williams", is written over a faint, larger signature.

Lee Williams, PE
Project Manager

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



NOTES:

- Water service and sanitary sewer service to be provided by Lake Cities Municipal Utility Authority.
- Utility Providers:
 - (A) Gas Service: ATMOS ENERGY, 106 N. Bradshaw St., Denton, TX 76205 (817) 303-2905
 - (B) Electric Service: ONCOR, 3100 S. Garrison St., Corinth, TX 76210
 - (C) Telephone Service: CENTURY LINK, 450 Main St., Lake Dallas, TX 75065 (940) 321-1945
 - (D) Water Service: Lake Cities Municipal Utility Authority, 501 N. Shady Shore Rd., Lake Dallas, TX 75065 (972) 877-5092
- Sanitary sewer to be bonded by facilities approved by the Denton County Health Department.
- The maintenance of paving, grading and drainage improvements and/or easements shown on this plat are the responsibility of the individual property owners and does not constitute acceptance for same for maintenance purposes by Denton County.
- All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings, and other obstructions to the operation and maintenance of the drainage facility.
- Blocking the flow of water or constructing improvements in surface drainage easements, and filling or obstructing the roadway is prohibited.
- Denton County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
- Construction not complete within two years of the Commissioners court approval shall be subject to current County Subdivision Rules and Regulations.
- A driveway culvert permit must be obtained from Road and Bridge Departments by the owner of each lot prior to the construction, installation or placement of any driveway access improvements within the dedicated right-of-way.
- Denton County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces and the owners agree to indemnify and hold harmless the Denton County from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.
- The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - North Central Zone No. 4202 - NAD 83(2011), all distances are surface distances with a surface to grid factor of 0.99984359.
- ** Subject property lies within Zone X (unshaded area), defined as "Areas determined to outside the 0.2% annual chance floodplain, according to Federal Emergency Management Agency Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, Number 48121C0395, Revision Date April 16, 2011. Absence of floodplain lines hereon is according to this map.
- The subject property is the same as the property described in Exhibit "A" of Hickory Farms Development Agreement, recorded in Document Number 2019-32296 DRCDT.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S50°31'20"W	60.00'
L2	S32°28'13"E	60.00'
L3	S34°28'00"E	60.00'
L4	S27°21'47"E	60.00'
L5	S38°04'17"E	60.00'
L6	S32°38'13"E	60.00'

CURVE TABLE				
NO.	DELTA	RADIUS	CHORD	CHORD LENGTH
C1	90°00'00"	50.00'	S44°04'47"E	70.71'
C2	90°00'00"	50.00'	S44°04'47"E	70.71'
C3	90°00'00"	50.00'	S44°04'47"E	70.71'
C4	157°06'53"	60.00'	N44°04'47"E	117.61'
C5	157°06'53"	60.00'	S44°04'47"E	117.61'
C6	123°33'36"	60.00'	S60°31'20"W	108.74'
C7	90°00'00"	25.00'	N44°04'47"E	35.36'
C8	90°00'00"	25.00'	S44°04'47"E	35.36'
C9	90°00'00"	25.00'	S44°04'47"E	35.36'

LEGEND

UE	UTILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
IRF	IRON ROD FOUND
CRS	CONCRETE RIGHT-OF-WAY
ROW	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
DR	DRAINAGE EASEMENT
DRCDT	DENOTES SUBDIVISION BLOCK
PLAT	PLAT RECORD, DENTON COUNTY, TEXAS
VOL.	VOLUME
CAD.	CADASTRAL
CDL	CDL
CDL NO.	CDL NUMBER
CDL NO.	DENOTES STREET NAME CHANGE

OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF DENTON §
WHEREAS MM HICKORY CREEK 24, LLC, is the owner of that certain tract of land situated in the I.H. SWISHER SURVEY, ABSTRACT NO. 1220, 20-acre tract of land described in Special Warranty Deed with Vendor's Lien to MM Hickory Creek, LLC recorded in Document Number 2019-35358, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:
BEGINNING at a brass monument found for the Northwest corner of the Enclave of Hickory Creek, an addition to the Town of Hickory Creek, Denton County, Texas according to the plat thereof recorded in Document No. 2013-198, of the Plat Records of Denton County, Texas, (PRDCT) also being in the south line of said MM Hickory Creek 24 tract, also being in the east line of a called 3.2515 acre tract of land described in Special Warranty Deed to the Town of Hickory Creek, Texas recorded in Document Number 2011-119345, RPRDCT;
Thence South 89°48'16" West along the common south line of said MM Hickory Creek 24 tract and the north line of said 3.2515 acre tract, a distance of 653.24 feet to a brass monument found for the southwest corner of said MM Hickory Creek 24 tract, also being an angle point in said 3.2515 acre tract;
Thence North 01°14'49" West, with the common west line of said MM Hickory Creek 24 tract, the north line of said 3.2515 acre tract, the east line of a called 1.209 acre tract of land described in Special Warranty Deed to Lake Cities Municipal Utility Authority recorded in Document Number 2015-120360, RPRDCT and the east line of a called 37.4620 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield and Shirley Mae Goldfield recorded in Document Number 2013-58239, RPRDCT, a distance of 433.98 feet to a brass disk found for an angle point;
Thence North 00°23'16" West, continuing with the common line of said MM Hickory Creek 24 tract and said 37.4620 acre tract, a distance of 368.26 feet to a 5/8-inch iron rod found for the northwest corner of said MM Hickory Creek 24 tract;
Thence North 89°41'22" East, with the north line of said MM Hickory Creek 24 tract a distance of 1308.08 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for the northeast corner of said 24.277 acre tract and being in the west right of way line of Ronald Reagan Avenue (a variable width Public Right-of-Way at this point);
Thence South 01°57'32" East, with the west right of way line of said Ronald Reagan Avenue, a distance of 802.22 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for the southeast corner of said 24.277 acre tract, and being the northeast corner of said Enclave of Hickory Creek and being in the north line of a 30 foot right-of-way dedicated by said Enclave of Hickory Creek plot;
Thence South 89°33'07" West, with the common line of said MM Hickory Creek 24 tract and said 30 foot right-of-way dedicated by said Enclave of Hickory Creek plot, a distance of 670.33 feet to the POINT OF BEGINNING, and containing 24.277 acres of land, more or less.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That, MM HICKORY CREEK 24, LLC, a Texas Limited Liability Company, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as Hickory Farms, an addition to the Town of Hickory Creek, Denton County, Texas, and does hereby dedicate to the Town of Hickory Creek (The Town), in fee simple, the streets and public use areas shown hereon, and does hereby dedicate the easements shown hereon for the purposes indicated to the exclusive use forever of the Town, said dedications being free and clear of all liens and encumbrances except as shown hereon. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed over or across the easements on said plat. At the discretion of the Town and subject to it's written approval, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the Town use thereof. Any public utility given the right by the Town to use said easements shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements by growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements. Any public utility shall at all times have the right of ingress and egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity of any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular the above described streets, easements and rights unto the Town against every person whosoever comes lawfully claiming or to claim the same or any part thereof. This property is located within the Town of Hickory Creek. This plat approval is subject to all the platting ordinances, rules and regulations of the Town of Hickory Creek, Denton County, Texas.

WITNESS MY HAND THIS ____ DAY OF _____, 2019.

MM HICKORY CREEK 24, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: MAM VENTURES, LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS MANAGER

BY: 2M VENTURES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGER

BY: MEHRDAD MOAYEDI
ITS: MANAGER

STATE OF TEXAS §
COUNTY OF DALLAS §

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2019
BY MEHRDAD MOAYEDI, MANAGER OF 2M VENTURES, LLC, AS MANAGER OF MM VENTURES, LLC, AS MANAGER OF MM HICKORY CREEK 24, LLC, A TEXAS LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC, STATE OF TEXAS

SURVEYOR'S CERTIFICATE

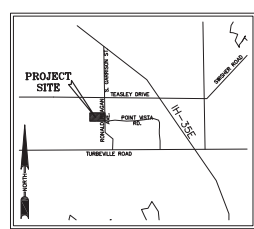
KNOW ALL MEN BY THESE PRESENTS:
THAT I, JAMES M. WHITKANACK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED AND THE FIELD NOTES MADE A PART HEREOF FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE FOUND OR PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE TOWNSHIP OF HICKORY CREEK SUBDIVISION REGULATIONS.
DATED THIS THE ____ DAY OF _____, 2019.
FOR PETITT & ASSOCIATES (TPLS Firm Registration No. 101068):
JAMES M. WHITKANACK, RPLS NO. 6134

STATE OF TEXAS §
COUNTY OF DALLAS §

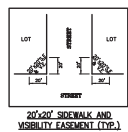
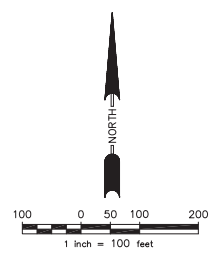
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JAMES M. WHITKANACK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____



VICINITY MAP
N.T.S.



RECOMMENDED FOR APPROVAL

Chairman, Planning and Zoning Commission Date
Town of Hickory Creek, Texas
APPROVED FOR PREPARATION OF FINAL PLAT
Mayor, Town of Hickory Creek, Texas Date

The undersigned, the Town Secretary of the Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of Hickory Farms subdivision to the Town of Hickory Creek was submitted to the town council on the ____ day of _____, 2019, 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 _____, 2019.

Town Secretary
Town of Hickory Creek, Texas

"PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

FINAL PLAT
HICKORY FARMS

24.277 ACRES
130 RESIDENTIAL LOTS
4 NON-RESIDENTIAL LOTS
STREET RIGHT-OF-WAY - 5.096 ACRES
SITUATED IN THE
H.H. SWISHER SURVEY, ABSTRACT NO. 1220
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

PETITT & ASSOCIATES

ENGINEERING SURVEYING CONSTRUCTION ADMINISTRATION

TPLS FIRM REGISTRATION NO. 1488
TPLS FIRM REGISTRATION NO. 101068

OWNER: MM HICKORY CREEK 24, LLC
1820 VALLEY VIEW LANE
SUITE 200
FARMERS BRANCH, TEXAS 75234
PHONE: (469) 892-7200

1651 Greenville Drive, Suite 212 Tel. No. (214) 221-9555
Richardson, Texas 75081 Fax No. (214) 340-3550
DATE: AUGUST 2019 SCALE: 1"= 100'
MWHITKANACK@PETITT.SOLUTIONS JOB NO. 17015-00

Item Attachment Documents:

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-0820-__**

A RESOLUTION OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO ACCEPT A PETITION FOR VOLUNTARY ANNEXATION OF A 35.580 ACRE TRACT OR TRACTS OF LAND SITUATED IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT 915, DENTON COUNTY TEXAS AND BEING A PORTION OF THE TRACT DESCRIBED IN DEED TO LENNON II FAMILY PARTNERSHIP BY DEED RECORDED IN DOCUMENT NO. 96-002656, DEED RECORDS, DENTON COUNTY, TEXAS, A PORTION OF THE TRACT DESCRIBED IN DEED TO LENNON II FAMILY PARTNERSHIP BY DEED RECORDED IN DOCUMENT 96-0042657, DEED RECORDS, DENTON COUNTY TEXAS 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 Voluntary Annexation Petition (hereinafter “Petition”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, having been executed by a majority of the inhabitants and qualified voters of the territory described in the Petition requesting that the Town extend its present municipal limits so as to include said territory; and

WHEREAS, upon full review and consideration of the Petition, and all matters attendant and related thereto, the Town Council is of the opinion that the Petition should be approved, and that the Mayor shall be authorized to execute any necessary documents on behalf of the Town of Hickory Creek to effectuate said Petition.

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 of Hickory Creek, Texas:

Section 1: That the Mayor of the Town of Hickory Creek, Texas, hereby approves the Annexation Petition on behalf of the Town of Hickory Creek, Texas.

Section 2: That the Mayor of the Town of Hickory Creek, Texas, is hereby authorized to execute any and all documents necessary to enact the Petition on behalf of the Town of Hickory Creek, Texas.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 20th day of August, 2019.

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

EXHIBIT A
Voluntary Annexation Petition

PETITION FOR VOLUNTARY ANNEXATION

TO: THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HICKORY CREEK TEXAS:

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three (3) qualified voters reside, hereby petitions your honorable body to extend the present municipal limits so as to include and annex as a part of the Town of Hickory Creek Texas, the property described by metes and bounds on the attached Exhibit "A" which is incorporated herein for all purposes. I certify that this Petition is signed and acknowledged by each and every corporation and person owning said land or having an interest in any part thereof.

By: Lennon II Family LTD P/S

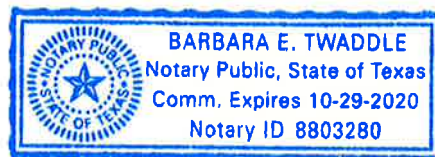
By: Michael L Carter
Title MANAGER

THE STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on this 12th day of August 2019, by name, on behalf of said entities.

Barbara E Twaddle
Notary Public, State of Texas



“EXHIBIT A”

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

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

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

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

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

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

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

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

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

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

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

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

S 89°41'36" E, 1612.64 feet to an aluminum disk stamped TXDOT in the east line of said Lennon II Family Limited Partnership (96-0042656) tract, for the northwest corner of the tract described in deed to Alan Harvey Goldfield and Shirley Mae Goldfield by deed recorded in Document Number 2013-58239, Deed Records, Denton County, Texas, from which on aluminum disk stamped TXDOT, for the northeast corner of said Goldfield tract, bears N 89°41'36" E, 1339.39 feet;

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

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

Item Attachment Documents:

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

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-0820-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING OF THE VOLUNTARY ANNEXATION OF A 35.580 ACRE TRACT OR TRACTS OF LAND SITUATED IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT 915, DENTON COUNTY, TEXAS AND BEING A PORTION OF THE TRACT DESCRIBED IN DEED TO LENNON II FAMILY PARTNERSHIP BY DEED RECORDED IN DOCUMENT NO. 96-002656, DEED RECORDS, DENTON COUNTY, TEXAS, A PORTION OF THE TRACT DESCRIBED IN DEED TO LENNON II FAMILY PARTNERSHIP BY DEED RECORDED IN DOCUMENT 96-0042657, DEED RECORDS, DENTON COUNTY TEXAS, BY THE TOWN OF HICKORY CREEK, TEXAS AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SAID PUBLIC HEARINGS AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: On the 16th day of September, 2019, at 6:00 p.m., in the Town Council Chamber of the Town Hall of the Town of Hickory Creek, Texas, the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the voluntary annexation by the Town of Hickory Creek, Texas of property legally described as 35.580 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract 915, Denton County Texas and being a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in Document No. 96-002656, Deed Records, Denton County, Texas, a portion of the tract described in deed to Lennon II Family Partnership by deed recorded in document 96-0042657, Deed Records, Denton County Texas and more particularly described on the attached Exhibit A.

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

Section 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 20th day of August, 2019.

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

“EXHIBIT A”

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

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

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

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

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

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

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

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

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

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

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

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

S 89°41'36" E, 1612.64 feet to an aluminum disk stamped TXDOT in the east line of said Lennon II Family Limited Partnership (96-0042656) tract, for the northwest corner of the tract described in deed to Alan Harvey Goldfield and Shirley Mae Goldfield by deed recorded in Document Number 2013-58239, Deed Records, Denton County, Texas, from which on aluminum disk stamped TXDOT, for the northeast corner of said Goldfield tract, bears N 89°41'36" E, 1339.39 feet;

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

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

Item Attachment Documents:

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

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-0820-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS SETTING A DATE, TIME AND PLACE FOR PUBLIC HEARINGS OF THE ANNEXATION OF A 3.086 ACRE TRACT OF LAND OWNED BY THE TOWN OF HICKORY CREEK AND SITUATED IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT 915, DENTON COUNTY, TEXAS AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SAID PUBLIC HEARINGS AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: On the ____ day of ____, 2019, at ____ p.m., in the Town Council Chamber of the Town Hall of the Town of Hickory Creek, Texas, the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the annexation by the Town of Hickory Creek, Texas of property owned by the Town of Hickory Creek, Texas and legally described as a 3.086 acre tract of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract 915, Denton County, Texas as described on the attached Exhibit A.

Section 2: On the ____ day of ____, 2019, at ____ p.m., in the Town Council Chamber of the Town Hall of the Town of Hickory Creek, Texas, the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the annexation by the Town of Hickory Creek, Texas of property owned by the Town of Hickory Creek, Texas and legally described as a 3.086 acre tract of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract 915, Denton County, Texas as described on the attached Exhibit A.

Section 3: The Mayor of the Town of Hickory Creek, Texas, is hereby authorized and directed to cause notice of such public hearings to be published once in a newspaper having general circulation in the Town and in the above-described territory not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

Section 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 20th day of August, 2019.

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

“EXHIBIT A”

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

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

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

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

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

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

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