



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, JUNE 22, 2020, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Presentation of Awards

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

- [1.](#) May 2020 Council Meeting Minutes
- [2.](#) May 2020 Financial Statements

- [3.](#) Consider and act on an ordinance of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 8: Offenses and Nuisances by creating Article 8.01: General Provisions.
- [4.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, for the appointment of one member to the board of managers of the Denco Area 9-1-1 District.

Regular Agenda

5. Conduct the first public hearing regarding the annexation of a 0.9123 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.
6. Conduct the second public hearing regarding the annexation of a 0.9123 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.
7. Conduct the first public hearing regarding 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.
8. Conduct the second public hearing regarding 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.
9. Conduct a public hearing regarding 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.
10. Conduct the first public hearing regarding an ordinance of the Town of Hickory Creek, Texas, continuing the juvenile curfew for minors under 17 years of age.
11. Conduct the second public hearing regarding an ordinance of the Town of Hickory Creek, Texas, continuing the juvenile curfew for minors under 17 years of age.
- [12.](#) Consider and act on an ordinance of the Town of Hickory Creek, Texas continuing the juvenile curfew for minors under 17 years of age adopted by Ordinance No. 2008-02-309 prohibiting appearance in public between the hours of 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday within the Town of Hickory Creek.
- [13.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek, Texas, the City of Corinth, the City of Lake Dallas and the Town of Shady Shores, Texas concerning a broadband study.
- [14.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek, Texas and the City of Corinth, Texas concerning fire services.

15. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning the coronavirus relief fund.
16. Discussion regarding implementation of the 2020 Parks, Recreation and Open Space Master Plan adopted on February 24, 2020.
17. Discussion regarding the 2020-2021 Fiscal Year Budget.
18. Consider and act on appointment of Mayor Pro Tem.
19. Consider and act on appointing council members as liaisons for various boards and commissions.

Executive Session

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

Section 551.071

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

20. Denton County Cause No. 20-2272-462

Section 551.072

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

21. Real property generally located North of Hickory Creek Road, East of Point Vista Road, South of Turbeville Road and West of Interstate 35 East.

Reconvene into Open Session

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

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on June 16, 2020 at 11:00 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL
REMOTE MEETING
TUESDAY, MAY 26, 2020**

MINUTES

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location.

Call to Order

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

Roll Call

The following members were present:

Mayor Lynn Clark
Councilmember Tracee Elrod
Councilmember Richard DuPree
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
Trey Sargent, Town Attorney

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

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

Invocation

Councilmember Elrod gave the invocation.

Items of Community Interest

Thanks to Jackson Moss, who worked on his Eagle Scout project in Arrowhead Park.

Public Comment

There were no speakers for public comment.

Consent Agenda

1. April 2020 Council Meeting Minutes
2. April 2020 Financial Statements

Town of Hickory Creek

May 26, 2020

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3. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas designating the Denton Record Chronicle as the official newspaper for the Town of Hickory Creek, Texas.
4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an interlocal cooperative purchasing agreement between the Town of Hickory Creek, Texas and Denton County, Texas.

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

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

Regular Agenda

5. Conduct a public hearing regarding the voluntary annexation of a 24.31 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas, and being part of a called 36.253 acre tract of land described as "Tract 1" and part of a called 3.2515 acre tract of land described as "Tract 2" in Executor's Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Instrument Number 2019-36351 of the Official Public Records of Denton County, Texas, and consider and act on an ordinance adopting the same.

Mayor Clark called the public hearing to order at 6:48 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:48 p.m.

Motion made by Councilmember Theodore to approve an ordinance annexing a 24.31 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas, and being part of a called 36.253 acre tract of land described as "Tract 1" and part of a called 3.2515 acre tract of land described as "Tract 2" in Executor's Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Instrument Number 2019-36351 of the Official Public Records of Denton County, Texas, Seconded by Councilmember Gordon.

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

6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a developer agreement between the Town of Hickory Creek, Texas and RIV Ventures, LLC.

John Smith, Town Administrator, provided details of the developer agreement. Brad Boswell, Project Services Group Inc., Asher Hamilton, RIV Ventures LLC. and Matthew Peterson, Studio 2547, provided an overview of the project and answered questions from the town council.

Motion made by Councilmember Gordon to approve 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 a developer agreement between the Town of Hickory Creek, Texas and RIV Ventures, LLC. with the changes as discussed, Seconded by Councilmember Elrod. Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

7. Consider and act on appointments to Board of Adjustments.

Motion made by Mayor Pro Tem Kenney to appoint Larry Crawford to Position 2, Brian Engle to Position 4 and Dennis Day, Alternate 2 of the Board of Adjustments, Seconded by Councilmember Elrod.

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

8. Consider and act on appointments to the Code of Ethics Board.

Mayor Clark would like to appoint Samantha Brown; Councilmember DuPree would like to reappoint Mary Jean Fields and Mayor Pro Kenney would like to reappoint Drew Pickard.

Motion made by Councilmember Elrod to appoint Samantha Brown to represent Mayor Lynn Clark , Mary Jean Fields to represent Councilmember DuPree and Drew Pickard to represent Mayor Pro Tem Kenney, Seconded by Councilmember Gordon.

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

9. Consider and act on appointments to the Parks and Recreation Board.

Motion made by Councilmember Gordon to appoint Lisa Rowell to the Parks and Recreation Board Place 2, Kyle Knop Place 4 and Gwen Grimsley-McIntosh Place 6, Seconded by Councilmember DuPree.

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

10. Consider and act on appointments to the Planning and Zoning Commission.

Motion made by Mayor Pro Tem Kenney to reappoint Rodney Barton in Place 2, Bryant Hawkes Place 4 and Jan Stefaniak Place 6 for the Planning and Zoning Commission, Seconded by Councilmember Gordon.

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

11. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending Ordinance 2019-09-827; the 2019-2020 budget as adopted.

Motion made by Councilmember Theodore to approve an ordinance of the Town Council of Hickory Creek, Texas, amending Ordinance 2019-09-827; the 2019-2020 budget as adopted, Seconded by Councilmember DuPree.

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

12. Discussion regarding an interlocal agreement between the City of Corinth and the Town of Hickory Creek, Texas for fire services.

The town council discussed the proposed interlocal agreement for fire services with the City of Corinth. Concerns regarding the increase cost of service were expressed. The City of Corinth is to be notified no later than July 1, 2020 if the town intends to enter into an agreement for October 1, 2021 through September 30, 2026 for fire services.

Adjournment

Motion made by Councilmember DuPree to adjourn the meeting, Seconded by Councilmember Gordon.

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

The meeting did then stand adjourned at 7:31 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek
Balance Sheet
As of May 31, 2020

	<u>May 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,137.58
BOA - Drug Forfeiture	1,950.03
BOA - Drug Seizure	1,353.20
BOA - General Fund	142,405.63
BOA - Parks and Recreation	234,817.60
BOA - Payroll	260.00
BOA - Police State Training	5,181.36
Logic Animal Shelter Facility	9,558.65
Logic Harbor Ln-Sycamore Bend	3,332.74
Logic Investment Fund	5,137,490.02
Logic Street & Road Improvement	163,640.51
Logic Turbeville Road	214,426.10
Total Checking/Savings	<u>5,933,553.42</u>
Accounts Receivable	
Municipal Court Payments	<u>3,726.32</u>
Total Accounts Receivable	<u>3,726.32</u>
Total Current Assets	<u>5,937,279.74</u>
TOTAL ASSETS	<u>5,937,279.74</u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
May 2020

	May 20
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	4,380.72
4004 M&O Penalties & Interest	-1,262.31
4006 Delinquent M&O	726.62
4008 I&S Debt Service	2,907.61
4010 I&S Penalties & Interest	-838.04
4012 Delinquent I&S	604.76
Total Ad Valorem Tax Revenue	6,519.36
Building Department Revenue	
4102 Building Permits	35,275.75
4106 Contractor Registration	600.00
4124 Sign Permits	615.00
4132 Alarm Permit Fees	150.00
Total Building Department Revenue	36,640.75
Franchise Fee Revenue	
4204 Charter Communications	10,088.15
4206 CenturyLink	470.24
4212 Republic Services	3,472.60
Total Franchise Fee Revenue	14,030.99
Interest Revenue	
4302 Animal Shelter Interest	7.55
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.06
4314 Logic Investment Interest	3,557.02
4320 Logic Street/Road Improv.	112.71
4322 Logic Turbeville Road	147.71
4326 PD State Training Interest	0.22
4328 Logic Harbor/Sycamore Bend	2.28
Total Interest Revenue	3,827.63
Miscellaneous Revenue	
4502 Animal Adoption & Impound	60.00
4506 Animal Shelter Donations	61.80
4508 Annual Park Passes	4,590.90
4510 Arrowhead Park Fees	8,731.00
4530 Other Receivables	3,136.95
4536 Point Vista Park Fees	1,732.00
4550 Sycamore Bend Fees	4,625.00
Total Miscellaneous Revenue	22,937.65
Municipal Court Revenue	
4602 Building Security Fund	1,033.17
4604 Citations	21,728.26
4606 Court Technology Fund	1,003.00
4608 Jury Fund	17.94

Town of Hickory Creek
Profit & Loss
May 2020

	May 20
4610 Truancy Fund	897.08
4612 State Court Costs	10,353.32
Total Municipal Court Revenue	35,032.77
Sales Tax Revenue	
4702 Sales Tax General Fund	122,244.21
4706 Sales Tax 4B Corporation	40,748.07
Total Sales Tax Revenue	162,992.28
Total Income	281,981.43
Gross Profit	281,981.43
Expense	
Capital Outlay	
5010 Street Maintenance	2,087.20
5012 Streets & Road Improvement	35,630.83
5024 Public Safety Improvements	18,897.16
Total Capital Outlay	56,615.19
General Government	
5206 Computer Hardware/Software	135.55
5212 EDC Tax Payment	101,752.19
5218 General Communications	193.68
5222 Office Supplies & Equip.	271.30
5224 Postage	751.60
5226 Community Cause	46.44
Total General Government	103,150.76
Municipal Court	
5304 Building Security	707.43
5312 Court Technology	2,546.11
5318 Merchant Fees/Credit Cards	-821.82
5322 Office Supplies/Equipment	32.34
5332 Warrants Collected	-1,503.61
Total Municipal Court	960.45
Parks and Recreation	
5408 Tanglewood Park	44.38
Total Parks and Recreation	44.38
Parks Corps of Engineer	
5432 Arrowhead	1,788.33
5434 Harbor Grove	34.27
5436 Point Vista	115.09
5438 Sycamore Bend	1,210.45
Total Parks Corps of Engineer	3,148.14
Personnel	
5502 Administration Wages	23,133.67

Town of Hickory Creek
Profit & Loss
May 2020

	May 20
5504 Municipal Court Wages	8,705.54
5506 Police Wages	60,120.45
5507 Police Overtime Wages	0.00
5508 Public Works Wages	14,538.16
5509 Public Works Overtime Wage	46.84
5510 Health Insurance	17,554.66
5514 Payroll Expense	1,625.16
Total Personnel	125,724.48
Police Department	
5602 Auto Gas & Oil	1,054.74
5606 Auto Maintenance & Repair	1,844.62
5612 Computer Hardware/Software	612.33
5614 Crime Lab Analysis	24.38
5636 Uniforms	419.11
5648 K9 Unit	54.11
Total Police Department	4,009.29
Public Works Department	
5706 Animal Control Supplies	209.50
5708 Animal Control Vet Fees	88.73
5710 Auto Gas & Oil	552.74
5714 Auto Maintenance/Repair	2,137.22
5720 Dues & Memberships	238.00
5724 Equipment Maintenance	1,761.60
5728 Equipment Supplies	687.85
5732 Office Supplies/Equipment	109.96
5734 Radios	341.81
5742 Uniforms	90.76
5748 Landscaping Services	12,151.27
Total Public Works Department	18,369.44
Services	
5804 Attorney Fees	2,769.50
5812 Document Management	78.18
5814 Engineering	2,835.92
5818 Inspections	7,592.00
5822 Legal Notices/Advertising	201.80
5824 Library Services	25.75
5826 Municipal Judge	1,020.00
Total Services	14,523.15
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	14,032.34
5904 Electric	1,842.71
5906 Gas	62.19
5908 Street Lighting	3,110.82
5910 Telephone	1,074.65
5912 Water	2,801.35

Town of Hickory Creek
Profit & Loss
May 2020

	May 20
Total Utilities & Maintenance	22,924.06
Total Expense	349,469.34
Net Ordinary Income	-67,487.91
Net Income	-67,487.91

Town of Hickory Creek
Budget vs. Actual Year to Date 66.64%
 October 2019 through May 2020

	Oct '19 - May 20	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,199,669.07	1,217,088.00	98.6%
4004 M&O Penalties & Interest	587.48	2,000.00	29.4%
4006 Delinquent M&O	5,573.52	5,000.00	111.5%
4008 I&S Debt Service	796,286.68	807,829.00	98.6%
4010 I&S Penalties & Interest	366.95	1,500.00	24.5%
4012 Delinquent I&S	4,239.71	4,000.00	106.0%
Total Ad Valorem Tax Revenue	2,006,723.41	2,037,417.00	98.5%
Building Department Revenue			
4102 Building Permits	491,945.73	502,000.00	98.0%
4104 Certificate of Occupancy	100.00	300.00	33.3%
4106 Contractor Registration	4,100.00	4,000.00	102.5%
4108 Preliminary/Final Plat	5,262.25	7,500.00	70.2%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	9,200.00	10,000.00	92.0%
4122 Septic Permits	0.00	0.00	0.0%
4124 Sign Permits	1,645.00	2,000.00	82.3%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	500.00	0.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	1,050.00	1,200.00	87.5%
Total Building Department Revenue	513,302.98	527,775.00	97.3%
Franchise Fee Revenue			
4202 Atmos Energy	40,003.43	40,003.00	100.0%
4204 Charter Communications	29,723.26	42,500.00	69.9%
4206 CenturyLink	1,512.13	2,000.00	75.6%
4208 CoServ	3,804.52	4,200.00	90.6%
4210 Oncor Electric	137,818.62	137,825.00	100.0%
4212 Republic Services	28,069.55	44,000.00	63.8%
Total Franchise Fee Revenue	240,931.51	270,528.00	89.1%
Interest Revenue			
4302 Animal Shelter Interest	107.36	100.00	107.4%
4308 Drug Forfeiture Interest	0.64	1.00	64.0%
4310 Drug Seizure Interest	0.46	1.00	46.0%
4314 Logic Investment Interest	46,381.62	40,000.00	116.0%
4320 Logic Street/Road Improv.	1,708.20	2,500.00	68.3%
4322 Logic Turbeville Road	2,238.36	2,000.00	111.9%
4326 PD State Training Interest	1.72	2.00	86.0%
4328 Logic Harbor/Sycamore Bend	34.75	50.00	69.5%
Total Interest Revenue	50,473.11	44,654.00	113.0%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	34,000.00	0.0%
Total Interlocal Revenue	0.00	34,000.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	7,300.00	9,500.00	76.8%
4506 Animal Shelter Donations	585.80	1,000.00	58.6%
4508 Annual Park Passes	15,522.25	20,000.00	77.6%
4510 Arrowhead Park Fees	19,794.00	18,000.00	110.0%
4512 Beer & Wine Permit	0.00	150.00	0.0%
4516 Corp Parks Fund Reserve	0.00	184,000.00	0.0%

Budget vs. Actual Year to Date 66.64%

October 2019 through May 2020

	Oct '19 - May 20	Budget	% of Budget
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	512,967.00	0.0%
4526 Mineral Rights	0.00	0.00	0.0%
4528 NSF Fees	0.00	25.00	0.0%
4530 Other Receivables	46,362.40	45,000.00	103.0%
4534 PD State Training	1,296.51	1,297.00	100.0%
4536 Point Vista Park Fees	4,668.00	5,000.00	93.4%
4546 Street Bond Proceeds	0.00	0.00	0.0%
4550 Sycamore Bend Fees	10,660.00	15,000.00	71.1%
4554 Building Security Fund Res	0.00	30,000.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
Total Miscellaneous Revenue	106,188.96	887,717.00	12.0%
Municipal Court Revenue			
4602 Building Security Fund	7,656.56	9,270.00	82.6%
4604 Citations	290,833.81	450,000.00	64.6%
4606 Court Technology Fund	8,508.18	12,115.00	70.2%
4608 Jury Fund	67.12	75.00	89.5%
4610 Truancy Fund	3,355.92	3,000.00	111.9%
4612 State Court Costs	165,637.84	208,000.00	79.6%
4614 Child Safety Fee	645.76	1,000.00	64.6%
Total Municipal Court Revenue	476,705.19	683,460.00	69.7%
Sales Tax Revenue			
4702 Sales Tax General Fund	907,912.85	1,237,500.00	73.4%
4706 Sales Tax 4B Corporation	302,637.63	412,500.00	73.4%
4708 Sales Tax Mixed Beverage	5,771.62	7,000.00	82.5%
Total Sales Tax Revenue	1,216,322.10	1,657,000.00	73.4%
Total Income	4,610,647.26	6,142,551.00	75.1%
Gross Profit	4,610,647.26	6,142,551.00	75.1%
Expense			
Capital Outlay			
5010 Street Maintenance	7,978.01	25,000.00	31.9%
5012 Streets & Road Improvement	375,273.04	450,000.00	83.4%
5022 Parks and Rec Improvements	38,145.00	125,000.00	30.5%
5024 Public Safety Improvements	137,562.83	200,000.00	68.8%
5026 Fleet Purchase/Replacement	5,092.15	5,100.00	99.8%
5028 Turbeville/Point Vista	-325,622.34	0.00	100.0%
Total Capital Outlay	238,228.69	805,100.00	29.6%
Debt Service			
5106 2012 Refunding Bond Series	8,681.19	267,408.00	3.2%
5110 2015 Refunding Bond Series	57,700.00	310,400.00	18.6%
5112 2015 C.O. Series	60,400.00	275,800.00	21.9%
Total Debt Service	126,781.19	853,608.00	14.9%
General Government			
5202 Bank Service Charges	36.00	50.00	72.0%
5204 Books & Subscriptions	221.25	400.00	55.3%
5206 Computer Hardware/Software	9,992.86	18,000.00	55.5%
5208 Copier Rental	2,075.68	3,500.00	59.3%

Town of Hickory Creek
Budget vs. Actual Year to Date 66.64%
 October 2019 through May 2020

	Oct '19 - May 20	Budget	% of Budget
5210 Dues & Memberships	1,740.91	2,500.00	69.6%
5212 EDC Tax Payment	302,637.63	412,500.00	73.4%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	4,399.60	6,500.00	67.7%
5218 General Communications	11,524.22	18,000.00	64.0%
5222 Office Supplies & Equip.	1,826.03	2,500.00	73.0%
5224 Postage	3,583.86	4,000.00	89.6%
5226 Community Cause	1,315.52	4,000.00	32.9%
5228 Town Council/Board Expense	4,240.29	5,500.00	77.1%
5230 Training & Education	353.00	1,500.00	23.5%
5232 Travel Expense	920.89	1,000.00	92.1%
5234 Staff Uniforms	1,278.12	1,300.00	98.3%
Total General Government	346,145.86	481,250.00	71.9%
Municipal Court			
5302 Books & Subscriptions	73.75	75.00	98.3%
5304 Building Security	5,932.01	39,270.00	15.1%
5312 Court Technology	10,578.03	12,115.00	87.3%
5314 Dues & Memberships	55.00	200.00	27.5%
5318 Merchant Fees/Credit Cards	-1,472.60	0.00	100.0%
5322 Office Supplies/Equipment	949.22	1,200.00	79.1%
5324 State Court Costs	232,578.70	242,150.00	96.0%
5326 Training & Education	350.00	500.00	70.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-4,138.98	0.00	100.0%
Total Municipal Court	244,905.13	296,010.00	82.7%
Parks and Recreation			
5402 Events	79.42	2,000.00	4.0%
5408 Tanglewood Park	646.95	2,500.00	25.9%
5412 KHCB	175.00	1,000.00	17.5%
5414 Tree City USA	1,019.80	1,500.00	68.0%
5416 Town Hall Park	0.00	2,500.00	0.0%
Total Parks and Recreation	1,921.17	9,500.00	20.2%
Parks Corps of Engineer			
5432 Arrowhead	5,835.02	60,000.00	9.7%
5434 Harbor Grove	750.89	69,000.00	1.1%
5436 Point Vista	3,561.21	11,000.00	32.4%
5438 Sycamore Bend	6,803.70	102,000.00	6.7%
Total Parks Corps of Engineer	16,950.82	242,000.00	7.0%
Personnel			
5502 Administration Wages	208,049.57	299,100.00	69.6%
5504 Municipal Court Wages	76,604.31	116,800.00	65.6%
5506 Police Wages	492,543.84	759,650.00	64.8%
5507 Police Overtime Wages	8,248.61	8,000.00	103.1%
5508 Public Works Wages	130,541.21	195,950.00	66.6%
5509 Public Works Overtime Wage	910.49	1,600.00	56.9%
5510 Health Insurance	137,618.75	206,700.00	66.6%
5512 Longevity	10,681.00	10,681.00	100.0%
5514 Payroll Expense	16,275.81	18,000.00	90.4%
5516 Employment Exams	1,355.00	2,500.00	54.2%
5518 Retirement (TMRS)	79,772.62	168,000.00	47.5%
5520 Unemployment (TWC)	33.21	750.00	4.4%
5522 Workman's Compensation	25,360.30	25,361.00	100.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 66.64%
 October 2019 through May 2020

	Oct '19 - May 20	Budget	% of Budget
Total Personnel	1,187,994.72	1,813,092.00	65.5%
Police Department			
5602 Auto Gas & Oil	14,558.17	20,000.00	72.8%
5606 Auto Maintenance & Repair	27,532.81	30,000.00	91.8%
5610 Books & Subscriptions	473.65	500.00	94.7%
5612 Computer Hardware/Software	58,834.96	62,000.00	94.9%
5614 Crime Lab Analysis	1,319.72	2,000.00	66.0%
5616 Drug Forfeiture	1,530.90	1,531.00	100.0%
5618 Dues & Memberships	337.00	400.00	84.3%
5626 Office Supplies/Equipment	1,554.02	1,800.00	86.3%
5630 Personnel Equipment	31,695.11	35,000.00	90.6%
5634 Travel Expense	1,114.93	2,000.00	55.7%
5636 Uniforms	7,829.36	9,000.00	87.0%
5640 Training & Education	3,226.80	7,500.00	43.0%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	623.29	750.00	83.1%
5648 K9 Unit	672.79	2,500.00	26.9%
Total Police Department	151,303.51	175,481.00	86.2%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	0.00	600.00	0.0%
5706 Animal Control Supplies	588.19	1,000.00	58.8%
5708 Animal Control Vet Fees	5,852.11	7,500.00	78.0%
5710 Auto Gas & Oil	8,242.41	9,500.00	86.8%
5714 Auto Maintenance/Repair	8,388.08	10,000.00	83.9%
5716 Beautification	283.55	10,000.00	2.8%
5718 Computer Hardware/Software	845.00	1,000.00	84.5%
5720 Dues & Memberships	288.00	350.00	82.3%
5722 Equipment	43,949.42	45,000.00	97.7%
5724 Equipment Maintenance	4,312.62	6,000.00	71.9%
5726 Equipment Rental	3,551.44	4,500.00	78.9%
5728 Equipment Supplies	5,157.90	6,500.00	79.4%
5732 Office Supplies/Equipment	619.44	500.00	123.9%
5734 Radios	2,991.21	3,200.00	93.5%
5738 Training	0.00	800.00	0.0%
5740 Travel Expense	536.62	1,000.00	53.7%
5742 Uniforms	1,531.64	2,600.00	58.9%
5748 Landscaping Services	27,944.36	140,000.00	20.0%
Total Public Works Department	115,081.99	251,050.00	45.8%
Services			
5802 Appraisal District	6,183.20	12,400.00	49.9%
5804 Attorney Fees	22,639.81	60,000.00	37.7%
5806 Audit	13,500.00	13,500.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	802.99	1,000.00	80.3%
5814 Engineering	33,057.00	50,000.00	66.1%
5816 General Insurance	34,680.24	34,681.00	100.0%
5818 Inspections	85,329.00	100,000.00	85.3%
5820 Fire Service	460,224.75	615,000.00	74.8%
5822 Legal Notices/Advertising	1,278.60	2,500.00	51.1%
5824 Library Services	252.25	500.00	50.5%
5826 Municipal Judge	8,160.00	12,700.00	64.3%
5828 Printing	480.89	1,500.00	32.1%
5830 Tax Collection	2,471.00	3,000.00	82.4%
5832 Computer Technical Support	36,750.00	36,750.00	100.0%

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06/08/20

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 66.64%

October 2019 through May 2020

	Oct '19 - May 20	Budget	% of Budget
5838 DCCAC	-1,597.07	2,792.00	-57.2%
5840 Denton County Dispatch	0.00	29,387.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	100.00	0.0%
5848 DCFOF	0.00	200.00	0.0%
Total Services	704,212.66	978,210.00	72.0%
Special Events			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	5,221.39	5,250.00	99.5%
Total Special Events	5,221.39	12,250.00	42.6%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	48,940.11	130,000.00	37.6%
5904 Electric	13,894.34	25,000.00	55.6%
5906 Gas	1,123.65	2,000.00	56.2%
5908 Street Lighting	24,810.89	30,000.00	82.7%
5910 Telephone	25,994.49	28,000.00	92.8%
5912 Water	7,692.97	10,000.00	76.9%
Total Utilities & Maintenance	122,456.45	225,000.00	54.4%
Total Expense	3,261,203.58	6,142,551.00	53.1%
Net Ordinary Income	1,349,443.68	0.00	100.0%
Net Income	1,349,443.68	0.00	100.0%

Town of Hickory Creek
Expenditures over \$1,000.00
May 2020

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5010 Street Maintenance				
Bill	05/07/2020	Invoi...	City of Carrollton	1,094.00
Total 5010 Street Maintenance				1,094.00
5012 Streets & Road Improvement				
Check	05/04/2020	3979	GRod Construction, LLC.	34,890.65
Total 5012 Streets & Road Improvement				34,890.65
5024 Public Safety Improvements				
Check	05/12/2020	3984	L.C.M.U.A.	8,787.36
Check	05/08/2020	3980	City of Corinth	10,109.80
Total 5024 Public Safety Improvements				18,897.16
Total Capital Outlay				54,881.81
General Government				
5212 EDC Tax Payment				
Check	05/08/2020	3982	Hickory Creek Economic Development	30,403.13
Check	05/08/2020	3981	Hickory Creek Economic Development	30,600.99
Check	05/08/2020	3983	Hickory Creek Economic Development	40,748.07
Total 5212 EDC Tax Payment				101,752.19
Total General Government				101,752.19
Municipal Court				
5312 Court Technology				
Bill	05/26/2020	Invoi...	Tyler Technologies	2,466.16
Total 5312 Court Technology				2,466.16
5332 Warrants Collected				
Bill	05/07/2020	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	2,455.17
Total 5332 Warrants Collected				2,455.17
Total Municipal Court				4,921.33
Police Department				
5602 Auto Gas & Oil				
Check	05/27/2020	Debit	WEX INC DESFLEET DEBI	1,054.74
Total 5602 Auto Gas & Oil				1,054.74
Total Police Department				1,054.74
Public Works Department				
5748 Landscaping Services				
Bill	05/07/2020	Invoi...	D & D Commercial Landscape Management	12,151.27
Total 5748 Landscaping Services				12,151.27

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06/08/20
Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
May 2020

Type	Date	Num	Name	Amount
Total Public Works Department				12,151.27
Services				
5804 Attorney Fees				
Bill	05/13/2020	Acct...	Hayes, Berry, White & Vanzant	2,510.50
Total 5804 Attorney Fees				2,510.50
5814 Engineering				
Bill	05/14/2020	Invoi...	Halff Associates, Inc.	2,487.60
Total 5814 Engineering				2,487.60
5818 Inspections				
Bill	05/07/2020	Invoi...	Vaughn Inspections Plus, LLC	7,592.00
Total 5818 Inspections				7,592.00
5826 Municipal Judge				
Check	05/01/2020		Alfons Kyle Knapp	1,020.00
Total 5826 Municipal Judge				1,020.00
Total Services				13,610.10
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Bill	05/13/2020	Invoi...	Golden Triangle Fire	1,100.00
Bill	05/13/2020	Invoi...	Betsy Ross Flag Girls, Inc.	3,126.00
Check	05/04/2020	3978	Design Floors	7,450.00
Total 5902 Bldg Maintenance/Supplies				11,676.00
5904 Electric				
Check	05/14/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	1,842.71
Total 5904 Electric				1,842.71
5908 Street Lighting				
Check	05/14/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,953.61
Total 5908 Street Lighting				2,953.61
5912 Water				
Check	05/11/2020	Debit	CHECKCARD 0508 LAKE CITIES MUNI	2,144.03
Total 5912 Water				2,144.03
Total Utilities & Maintenance				18,616.35
Total Expense				206,987.79
Net Ordinary Income				-206,987.79
Net Income				-206,987.79



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 05/01/2020 - 05/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.8116%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 5/29/20 WAS 1.000753.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,552.07
05/29/2020	MONTHLY POSTING	9999888	6.58	9,558.65
	ENDING BALANCE			9,558.65

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,552.07
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6.58
ENDING BALANCE	9,558.65
AVERAGE BALANCE	9,552.07

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	54.26





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 05/01/2020 - 05/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.8116%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 5/29/20 WAS 1.000753.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,330.46
05/29/2020	MONTHLY POSTING	9999888	2.28	3,332.74
	ENDING BALANCE			3,332.74

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,330.46
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2.28
ENDING BALANCE	3,332.74
AVERAGE BALANCE	3,330.46

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	18.89





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 05/01/2020 - 05/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.8116%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 5/29/20 WAS 1.000753.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			5,238,933.00
05/08/2020	WIRE WITHDRAWAL	6117123	105,000.00 -	5,133,933.00
05/29/2020	MONTHLY POSTING	9999888	3,557.02	5,137,490.02
	ENDING BALANCE			5,137,490.02

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	5,238,933.00
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	105,000.00
TOTAL INTEREST	3,557.02
ENDING BALANCE	5,137,490.02
AVERAGE BALANCE	5,157,642.68

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,200,000.00	625,388.77	29,117.73





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 05/01/2020 - 05/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.8116%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 5/29/20 WAS 1.000753.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			163,527.80
05/29/2020	MONTHLY POSTING	9999888	112.71	163,640.51
	ENDING BALANCE			163,640.51

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	163,527.80
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	112.71
ENDING BALANCE	163,640.51
AVERAGE BALANCE	163,527.80

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	0.00	928.70





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 05/01/2020 - 05/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.8116%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 5/29/20 WAS 1.000753.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			214,278.39
05/29/2020	MONTHLY POSTING	9999888	147.71	214,426.10
	ENDING BALANCE			214,426.10

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	214,278.39
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	147.71
ENDING BALANCE	214,426.10
AVERAGE BALANCE	214,278.39

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,216.95



TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2020-06-_____

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HICKORY CREEK TEXAS, CHAPTER 8 OFFENSES AND NUISANCES BY CREATING ARTICLE 8.01 GENERAL PROVISIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR A PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town of Hickory Creek, Texas, is given authority by Chapter 51 of the Local Government Code to amend an ordinance; and

WHEREAS, the Town of Hickory Creek, Texas seeks to provide for additional methods of enforcement of disaster declarations issued by the Governor of Texas, The Denton County Judge, The Denton County Commissioner's Court, the Mayor of the Town of Hickory Creek, and the Town Council of Hickory Creek; and

WHEREAS, the Town of Hickory Creek, Texas finds that the adoption of this ordinance will advance the public health, safety, and welfare by providing for additional enforcement mechanisms for disaster declarations issued under Texas Government Code Chapter 418.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

That all of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

SECTION 3

AMENDMENTS

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.01: General Provisions is hereby created and shall read:

“Article 8.01 – General Provisions

Section 8.01.001 – Disaster Declarations

- a. It shall be a misdemeanor for any person to:
 1. perform any act prohibited by a Disaster Declaration; or
 2. fail to perform any act mandated by a Disaster Declaration.
- b. For the purposes of this section, Disaster Declaration means:
 1. a disaster declaration issued by the Mayor of the Town of Hickory Creek pursuant to Texas Government Code Chapter 418;
 2. a resolution or ordinance extending, modifying, or amending a disaster declaration issued by the Mayor of the Town of Hickory Creek pursuant to Texas Government Code Chapter 418;
 3. a disaster declaration issued by the Denton County Judge pursuant to Texas Government Code Chapter 418;
 4. a resolution or order extending a disaster declaration issued by the Denton County Judge pursuant to Texas Government Code Chapter 418; or
 5. an executive order issued by the Governor of the State of Texas pursuant to Texas Government Code Chapter 418.”

3.02 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4

CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5

SAVINGS

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any and all violations of the provisions of the Town's Code of Ordinances or of any other ordinance affecting traffic and vehicles, which have been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the Town shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7 **PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision of this Ordinance shall be fined, upon conviction, an amount not to exceed Five Hundred Dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **PUBLICATION**

The Town Secretary of the Town of Hickory Creek is directed to publish in the official newspaper of the Town, the caption, and effective date of this Ordinance as required by law.

SECTION 9 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 10 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 22nd day of June, 2020.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0622-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF HICKORY CREEK, TEXAS, FOR THE APPOINTMENT
OF ONE MEMBER TO THE BOARD OF MANAGERS OF
THE DENCO AREA 9-1-1 DISTRICT.**

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

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

Section 1

The Town of Hickory Creek hereby **VOTES TO APPOINT** Jim Carter as member of the Board of Managers of the Denco Area 9-1-1 District for the two-year term beginning October 1, 2020.

Section 2

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

PASSED AND APPROVED this the 22nd day of June, 2020

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

APPROVED AS TO FORM:

Kristi K. Rogers, Tow Secretary
Town of Hickory Creek

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



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Jurisdictions

FROM: Greg Ballentine, Executive Director

DATE: June 1, 2020

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On March 31, 2020, the Denco Area 9-1-1 District requested participating cities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2020. Denco received the following nominations by the May 31, 2020 deadline:

<u>Nominee</u>	<u>City/Town Making Nomination</u>
Brandon Barth	Town of Flower Mound
Jim Carter	City of Aubrey City of Highland Village City of Krugerville City of Lake Dallas City of Lewisville City of Oak Point City of Pilot Point Town of Bartonville Town of Corral City/Draper Town of Cross Roads Town of Double Oak Town of DISH Town of Hickory Creek Town of Northlake Town of Shady Shores Town of Trophy Club
David Terre	City of The Colony

The Denco Area 9-1-1 District requests that each participating city vote for one of the candidates and advise the district of its selection by 5 p.m. on July 31, 2020. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. I have attached a sample resolution you may wish to use and resumes for the candidates. Also attached is a copy of the resolution outlining board appointment procedures and a list of current board members.

Please send a copy of your council's office action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco.org.

Thank you for your assistance in this matter.

Council Resolution No. _____

A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY / TOWN OF

_____, **TEXAS:**

Section 1

The City / Town of _____ hereby

VOTES TO APPOINT _____ as a member of the

Board of Managers of the Denco Area 9-1-1 District for the two-year term beginning

October 1, 2020.

Section 2

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

PASSED AND APPROVED this the _____ day of _____, 2020.

Mayor _____

City / Town of _____

City / Town Secretary

Brandon Barth, CEM®

15612 Pioneer Bluff Trail – Roanoke, TX 76262 – 770-883-6245 – barth.brandon@gmail.com

PROFILE SUMMARY

Results-oriented, dependable professional with 15 years of emergency response and fire rescue experience. Certified and skilled in emergency management, media, and public relations. Possesses superior communication and multi-tasking skills with an acute attention to detail in a fast-paced, high-stress environment.

PROFESSIONAL EXPERIENCE

Flower Mound Fire Department, Flower Mound, TX

Emergency Management Officer

March 2014-Present

- Leads, manages, directs, and supervises the functions and programs of the Emergency Management Division.
- Assists in the development, planning, and implementation of Departmental goals and objectives.
- Participates in the development and administration of the Emergency Management Division budget, including the financial planning for staffing, equipment, and supplies for the Emergency Management Division.
- Responds to incidents and provides Emergency Management Support
- Assists the Suppression Division during times of emergency as an officer of the Flower Mound Fire Department i.e. FIT, Safety Officer, Division assignment, SME.
- Manages the Town's Mobile Incident Command Vehicle and supervises the trained driver/operators of the vehicle.
- Serves as the Public Information Officer for the Fire Department, providing news releases/statements, coordinates projects with the Town's Communications Department, and oversees the FMFD website and social media accounts.
- Oversees administrative compliance and scheduling of the AMBUS with the North Central Texas Trauma Regional Advisory Council and the State of Texas Emergency Medical Task Force. Coordinates that the AMBUS and its ancillary equipment are operationally ready.
- Maintains information on hazardous materials that are stored in the Town of Flower Mound and project manages hazardous materials spills within the Town.
- Performs various special research projects and may be responsible for administering special programs.
- Secures technical and financial assistance through grants and Public/Private partnerships.
- Prepares and presents public awareness programs to civic groups, medical facilities, schools, and other organizations.
- Reviews Special Event Permits and works with other Town departments to plan for special events and to prepare Special Event Emergency Operations Plans.
- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Debris Management Plan and master Emergency Operations Plan and 22 supporting Annexes. Plans the Town's response to disasters and ensures that all entities can respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC), if activated.
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Provides expert knowledge and advice to operating departments on special conditions and operating requirements that would be imposed by disasters.
- Responsible for ensuring operability of outdoor warning sirens and securing interlocal agreements and easements for the installation of sirens (installed 16 new sirens since 2014).
- Manage the Town's Everbridge emergency notification system.
- Serves as liaison with community, state and federal authorities concerned with disaster planning, response, and recovery.

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- Responsible for seeking FEMA reimbursement post-disaster or reimbursement from the State of Texas post-deployment of Town resources to other disaster or emergency events.
- Serve as the co-chair for the North Central Texas EOC Support Team

Allied International Emergency, LLC – Fort Worth, TX

May 2011- March 2014

Operations Manager

September 2013-March 2014

- Managed the daily operations and supervised a staff of 8 employees for the Allied International Emergency's corporate branch.
- Oversaw 500+ annual hazardous materials and environmental remediation projects daily in a rapid paced environment with multiple deadlines.
- Prepared bids and proposals to current and future customers.
- Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
- Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
- Executed service agreements with new customers during numerous emergency responses.
- Maintained an up-to-date survey that tracks employees' training, certifications, fit tests, and physical exams to ensure conformance with OSHA regulations.
- Conducted training classes for employees and customers on subjects such as hazardous materials, confined space entry, and fall protection.

Project Manager

May 2011-September 2013

- Managed personnel at various types of hazardous materials and environmental incidents ranging from tractor-trailer accidents to chemical plant fires per OSHA 1910.120 and requiring travel to various cities and states on a moment's notice.
- Supervised projects through the emergency response, mitigation, remediation, and closure phases.
- Oversaw the decontamination of Naturally Occurring Radioactive Materials (NORM) as a Radiation Safety Officer.
- Performed confined space entry and confined space rescue standby as outlined by OSHA 1910.146.
- Interacted with customers as well as state regulatory agencies such as the Texas Railroad Commission and the Texas Commission on Environmental Quality during hazardous materials incidents as well as environmental emergencies.
- Responsible for the profiling and disposal of hazardous, non-hazardous, and RCRA E&P exempt waste streams.
- Conducted sampling of water, air, and soil to determine potential contamination.
- Wrote policies for new hires to the company.

Baldwin County Fire Rescue – Milledgeville, GA

January 2005- March 2011

Full-time Firefighter/Public Information Officer

January 2007-March 2011

- Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
- Conducted interviews with local media outlets: newspaper, radio, and TV.
- Wrote news releases and operated the department's social media site.
- Redesigned the department's report writing system and making a quick reference guide to assist those.

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- Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
- Assisted with grant and compliance research on behalf of the executive staff.
- Worked 24-hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
- Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
- Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
- Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1.
- Provided fire safety demonstrations and classes to children in the local school system.
- Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
- Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.
- Awarded Firefighter of the Year – Baldwin County Fire Rescue 2008-2009.

Part-time/Volunteer Firefighter

January 2005-January 2007

While pursuing bachelor's degree, worked part-time covering shifts for full-time personnel who were on leave. Was entrusted to work alone at stations in rural parts of the county that only had one person on-duty during a shift. Maintained attendance in more than 80% of emergency calls and training drills and responded to emergencies via notification by pager.

EDUCATION

Bachelor of Business Administration, International Business
Georgia College & State University - Milledgeville, GA May 2007

PROFESSIONAL CERTIFICATIONS

Certified Emergency Manager, International Association of Emergency Managers
Advanced Professional Series, Federal Emergency Management Agency
Professional Development Series, Federal Emergency Management Agency
Amateur Radio License, Federal Communications Commission
Intermediate Firefighter, Texas Commission on Fire Protection
Intermediate Fire Investigator, Texas Commission on Fire Protection
Emergency Medical Technician-Basic, National Registry and Texas Department of State Health Services
Wildland Firefighter, Texas Commission on Fire Protection and Texas A&M Forest Service
Fire Officer IV, Texas Commission on Fire Protection
Fire Instructor II, Texas Commission on Fire Protection
Incident Safety Officer, Texas Commission on Fire Protection
ICS 100, 200, 300, 400, 700, and 800, Federal Emergency Management Agency

JIM CARTER

6101 Long Prairie Road
Ste 744-110
Flower Mound, Texas 75028

(817) 239-7791
jim.carter1@icloud.com

EDUCATION

College Degree:	University of Georgia, B.B.A. Finance
Post Graduate:	Georgia Tech, University of Tennessee, University of Michigan, Texas Women's University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance	General Motors Corporation
Zone Vice-President	Frito-Lay, Inc., International and Domestic Development
President, C.E.O.	Mercantile Corporation Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W,
Current: Principal	James P. Carter & Associates – Consultant & Mediator To business and governmental entities
Professional Licenses	Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor	Trophy Club, Texas – 14 years
Municipal Court Judge	Trophy Club, Texas – 12 years
Emergency Manager	Trophy Club, Texas – 14 years
County Commissioner	Denton County, Texas – 8 years
Vice President	Texas Association of Counties
President-Current	Denton County Emergency Services District #1 Fire and Emergency Medical over 65 square miles Serving 5 municipalities: (Argyle, Bartonville, Copper Canyon, Draper, and Northlake); Lantana Freshwater Supply Districts #6 and #7 and unincorporated areas of Denton County
Texas State Board Member- Current	State Association Fire and Emergency Service Districts – Trains Emergency Services District Commissioners

Board Member Denco 911-Current	Emergency telecommunications system that assists its member jurisdictions in managing police, fire and medical emergency calls.
Mission Leader – Guatemala	Constructed purified water system in remote villages, shared the “Good News” of Jesus’s love.
Team Leader	Provide housing and food to victims of Hurricane Katrina.
Team Leader	Made several trips to Sabine Pass to aid victims of Hurricane Rita.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President’s Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee and Senior Bible Teacher

US MILITARY

US Navy	11 years – active and reserve service
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Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives, Honorary Fire Chief Argyle Fire District

David Terre

3941 Teal Cove
The Colony, Texas 75056
972-740-4526
terre.david@yahoo.com



OBJECTIVE

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

EDUCATION

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

EMPLOYMENT HISTORY

Vice President of Sales | Wilson Sporting Goods
Retired

46 Year Career

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

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

LEADERSHIP

The Colony City Council

2011-Present

- 2011 - Received the honor of being elected Mayor Pro Tem during my first term on City Council
- 2012 - Appointed to the Local Development Corporation Board of Directors to oversee new Grandscape (Nebraska Furniture Mart) Development
- 2013 - First Council Member from The Colony, Texas to be elected and serve on the Denton County Tax Appraisal District Board of Directors
- 2017 - Reelected to an uncontested 3rd term on City Council

The Colony Planning & Zoning Commission

2008-2011

- Served as Vice Chair

HONORS

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

DCAD ACCOMPLISHMENTS

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

- Ensure a Quorum is established by being present at each meeting while achieving perfect attendance record.
- Make informed decisions doing the necessary preparation prior to each meeting
- Assisted in developing an Annual Operating Budget to ensure spending stays within budgeted funds while always looking for opportunities to reduce expenses
- Participate in the development and evaluation of the Chief Appraisal Officer each year
- To better serve Denton County Property owners, opened a convenient offsite location in the Lewisville Career Center to handle property tax protests
- Launched an online service permitting property owners to file property tax protests electronically
- Implemented a successful, structured flex work schedule as a benefit and morale Booster for ALL employees

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2020-06-___**

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, CONTINUING THE JUVENILE CURFEW FOR MINORS UNDER 17 YEARS OF AGE ADOPTED BY ORDINANCE NO. 2008-02-609; PROHIBITING APPEARANCE IN PUBLIC BETWEEN THE HOURS OF 11:00 P.M. ON ANY SUNDAY, MONDAY, TUESDAY, WEDNESDAY, OR THURSDAY UNTIL 6:00 A.M. OF THE FOLLOWING DAY; AND 12:01 A.M. UNTIL 6:00 A.M. ON ANY SATURDAY OR SUNDAY WITHIN THE TOWN LIMITS OF HICKORY CREEK; PROVIDING FOR FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR OFFENSES; PROVIDING FOR DEFENSES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Hickory Creek, Texas desires to continue regulating the hours an unsupervised minor under 17 years of age may appear in public without undue infringement on their liberty;

WHEREAS, Section 370.002 of the Texas Local Government Code requires that such an ordinance be reexamined before the third anniversary of the date of adoption of a juvenile curfew ordinance and every third year thereafter, to determine whether such provisions should be continued in effect, modified or abolished;

WHEREAS, the Town Council of the Town of Hickory Creek, Texas recognizes the danger to the safety and security of unsupervised minors during certain hours of a day;

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, recognizes that although dangerous, certain circumstances may exist that would necessitate a minor being in a public place due to an unforeseen combination of circumstances or an emergency;

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, has conducted public hearings on the need to continue in effect within the Town of Hickory Creek juvenile curfew ordinance; and

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, now finds and determines that the current juvenile curfew ordinance provisions in effect within the Town should be continued in effect with the modifications contained herein.

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

Section I **Findings**

That the above stated findings and recitals contained in the preamble of this ordinance are determined to be true and correct and are hereby adopted as part of this ordinance.

Section II **Definitions**

In this ordinance, the following definitions shall be used:

Curfew Hours: means 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.

Emergency: means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment: means any privately-owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian: means a person who, under court order, is the guardian of the person of a minor or a public or private agency with whom a minor has been placed by a court.

Parent: means a person who is a natural parent, adoptive parent, or stepparent of another person or at least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

Operator: means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Minor: means any person younger than 17 years of age.

Public Place: means any place to which the public or a substantial group of the public has access, and includes but is not limited to streets, highways, the common areas of schools, the common areas of greenbelts in housing developments, hospitals, apartment houses, office buildings, transport facilities and shops.

Remain: means to linger, loiter, stay, or fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious Bodily Injury: means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Section III **Offenses**

- (1) A minor commits an offense if he or she remains in any public place or on the premises of any establishment within the Town limits during curfew hours.
- (2) A parent or guardian of a minor commits an offense if he or she knowingly permits, or by insufficient control, allows the minor to remain in any public place or on the premises of any establishment within the town limits during curfew hours.
- (3) The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment in the town limits during curfew hours.

Section IV **Defenses**

- (1) It is a defense to prosecution under Section III that the minor was;
 - (a) Accompanied by the minor's parent or guardian;
 - (b) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (c) In a motor vehicle involved in interstate travel;
 - (d) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - (e) Involved in an emergency;
 - (f) On the sidewalk abutting the minor's residence, or abutting the residence of a next-door neighbor, if the neighbor did not complain to the police department about the minor's presence;
 - (g) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the Town, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the Town, a civic organization, or other similar entity that takes responsibility for the minor;

- (h) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly;
 - (i) Married or has been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family code; or
 - (j) Accompanied by an adult designated by his or her parent or guardian.
- (2) It is a defense to prosecution of an owner, operator, or employee under Section III, that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

Section V **Enforcement**

- (1) Before taking any enforcement action under this article, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this article unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense set forth in Section IV is present.

Section VI **Penalties**

- (1) A person who violates a provision of this Article is guilty of a separate offense for each day or, part of a day, during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed five hundred dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.
- (2) If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.
- (3) When required by Section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates Section III of this ordinance and shall refer the minor to juvenile court.

Section VII **Publication Clause**

The Town Secretary of the Town of Hickory Creek is hereby directed to publish in the Official newspaper of the Town of Hickory Creek, the Caption and Effective Date clause of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

Section VIII
Cumulative Repealer

This Ordinance shall be cumulative of all provisions of the ordinances of the Town of Hickory Creek, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section IX
Severability

It is hereby declared to be the intention of the Town Council of the Town of Hickory Creek that the phases, clauses, sentences, paragraphs, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council without incorporation of this Ordinance of any such unconstitutional phase, clause, sentence, paragraph, or section.

Section X
Engrossment and Enrollment

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

Section XI
Effective Date

This Ordinance shall be in full force and effect from and after its date of passage and publication.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas,
this the 22nd day of June, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0622-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS, THE CITY OF CORINTH, THE CITY OF LAKE DALLAS AND THE TOWN OF SHADY SHORES, TEXAS CONCERNING A BROADBAND STUDY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement with the City of Corinth, the City of Lake Dallas and the Town of Shady Shores (hereinafter the "Agreement") for cooperative efforts to conduct a broadband study according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 22nd day of June, 2020.

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

**INTERLOCAL COOPERATIVE AGREEMENT FOR BROADBAND STUDY
BY AND BETWEEN THE CITY OF CORINTH AND THE CITY OF LAKE
DALLAS, TOWN OF HICKORY CREEK AND TOWN OF SHADY SHORES,
TEXAS**

This Interlocal Agreement ("the Agreement") is made and entered into by and between the CITY OF CORINTH, a Home Rule municipal corporation, (hereinafter referred to as "CORINTH") and the CITY OF LAKE DALLAS, a Type A General law municipality (hereinafter referred to as "LAKE DALLAS") the TOWN OF SHADY SHORES, a Type A general law municipality (hereinafter referred to as "SHADY SHORES") and the TOWN OF HICKORY CREEK, a Type A General law municipality (hereinafter referred to as "HICKORY CREEK"), Corinth, Lake Dallas, Hickory Creek and Shady Shores collectively referred to herein as the "LAKE CITIES" and individually referred to as "LAKE CITIES MEMBER"), each organized and existing under the laws of the State of Texas, the Texas Constitution and, as applicable, its Home Rule Charter, and acting by, through and under the authority of their respective governing bodies and officials.

WHEREAS, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which the LAKE CITIES agree to jointly conduct a broadband study; and

WHEREAS, each LAKE CITIES MEMBER has identified concern that their respective community may not have the level of broadband access as defined and reported by the Federal Communications Commission; and

WHEREAS, each LAKE CITIES MEMBER recognizes that technology plays a pivotal role in the choice of businesses and residents to locate within their respective cities, that business operations and customer service require the presence of reliable technology resources, and that the review of existing broadband services to identify necessary improvements to serve both business partners and residents is a valid governmental interest; and

WHEREAS, each LAKE CITIES MEMBER has determined that conducting a broadband study and engaging the services of a consultant to provide professional guidance is a project that each could undertake individually as a governmental function; and

WHEREAS, each of the LAKE CITIES will participate in a broadband study, develop a task force, authorize the City of Corinth to enter into an Agreement with Connected Nation to perform the study and provide the services set forth in Exhibit "A" hereto (the "CN Agreement") and pursuant to this Agreement, each LAKE CITIES MEMBER agrees to provide funding to pay for the services provided by Connected Nation; and

WHEREAS, the broadband study will have four components: initial study, capstone for the survey, GIS for audit and strategic plan, and the LAKE CITIES have agreed that the scope of the CN Agreement will be limited to the items set forth in this Agreement; and

WHEREAS, the respective City Councils of the LAKE CITIES MEMBER has found that this Agreement and the services to be provided pursuant to the CN Agreement are valid

governmental functions, will be paid by current revenues legally available to each LAKE CITIES MEMBER, and that the payments made hereunder fairly compensate for the services provided provided hereunder.

NOW THEREFORE, the LAKE CITIES, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. **Term/Termination.** This Agreement shall be effective upon execution by all of the LAKE CITIES with the effective date being the date of signature of the last LAKE CITIES MEMBER to sign. The term of this Agreement shall be for a period of twelve (12) months following the date of the last signature to this Agreement. Any LAKE CITIES MEMBER may terminate this Agreement upon thirty (30) days written notice to the other parties hereto. A LAKE CITIES MEMBER who exercises its right to terminate pursuant to this section shall its portion of the costs for services provided pursuant to the CN Agreement through the effective date of termination.

2. **Scope of Work/Obligations/CORINTH as Liaison.** By execution of this Agreement, each LAKE CITIES MEMBER hereby requests and authorized CORINTH to enter into a contract with Connected Nation, Incorporated (the “Consultant”) to provide Broadband Technical Services (the “Services”) to the LAKE CITIES in accordance with the terms of the CN Agreement (defined above). The CN Agreement and the Services provided thereunder are set forth in Exhibit “A”, a copy of which is attached hereto and incorporated herein. The LAKE CITIES have agreed to engage the Consultant to provide those Services identified as Project Option 1, “Field Validation, Mapping and Data Analysis”; Option 2, “Demand Survey”; and Option 4, “Strategic Plan”. Additionally, CORINTH has agreed to utilize its resources to provide the Asset Inventory to be utilized by the Consultant. Options 1, 2, 4 and Asset Inventory shall be collectively referred to as “Project Components”).

Each LAKE CITIES MEMBER agrees to participate in the broadband study and to assist Consultant and CORINTH in the performance of the various Project Components. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Consultant and the LAKE CITIES. Any payments owed the vendor for services or goods shall be paid directly by CORINTH from funds currently available to CORINTH, and each LAKE CITIES MEMBER agrees to pay its share in accordance with Section 3, “Consideration” of this Agreement. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the CN Agreement.

3. **Consideration.** LAKE DALLAS, SHADY SHORES, and HICKORY CREEK each agree to pay its proportionate share of the costs of the Services provided by Consultant pursuant to the CN Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed _____ (\$##). CORINTH agrees to make payment to Consultant in accordance with the CN Agreement, and each LAKE CITIES MEMBER agrees to make payment to Corinth within thirty (30) days of receipt of invoice from CORINTH. The LAKE CITIES agree that the payments made hereunder by each of the parties for Consultant’s Services and for services provided by CORINTH provide valid and sufficient consideration for the services rendered and payments made hereunder.

	Land Area				Total Allocation	Total Cost
	Population		(miles)			
Corinth	21,260	59%	7.9	44%	51.7%	\$22,500
Lake Dallas	7,260	20%	2.7	15%	17.7%	\$ 7,700
Hickory Creek	4,560	13%	4.5	25%	18.9%	\$ 8,200
Shady Shores	2,670	7%	2.9	16%	11.8%	\$ 5,100
	35750	100%	18.00	100	100%	\$43,500

4. **Authorization.** The undersigned officer and/or agents of the party(ies) hereto represents and certifies that this Agreement has been approved by his/her respective governing body and that each are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of its governing body.

5. **Original Counterparts.** This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. **Notice.** Notice as required by this Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other parties in writing within ten (10) days of any change in the information listed in this paragraph.

CORINTH

Bob Hart
3300 Corinth Parkway
Corinth, TX 76208
Telephone: (940) 498-3243

LAKE DALLAS

John Cabrales Jr.
212 Main Street
Lake Dallas, TX 75065
Telephone: (940) 497-2226

HICKORY CREEK

John Smith
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065
Telephone: (940) 497-2528

SHADY SHORES

Wendy Withers
101 S Shady Shores Road
Shady Shores, TX 76208
Telephone: (940) 498-0044

7. **Assignment.** The LAKE CITIES agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of each other

LAKE CITIES MEMBER.

8. **Venue.** This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Agreement shall be in Denton County, Texas.

9. **Independent Parties/Governmental Immunity.** Each LAKE CITIES MEMBER agrees and acknowledges that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement; notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver of any governmental immunity or other defense available to each LAKE CITIES MEMBER. The provisions of this section are solely for the benefit of the LAKE CITIES and are not intended to create or grant any rights, contractual or otherwise, to any third party. This Agreement is for the sole benefit of the LAKE CITIES and shall not be construed to create any third party beneficiaries.

10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11. **Non-Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12. **Entire Agreement.** This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by both parties.

13. **Further Documents.** The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the respective City Council seated at the time that this Agreement is executed or any future respective City Council.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____
2020, in duplicate originals.

APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

BY:

Bob Hart, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF _____, TEXAS

Bill Heidemann, Corinth Mayor

Date

Cindy, Aughinbaugh, Lake Dallas Mayor

Date

Lynn Clark, Hickory Creek Mayor

Date

Michael Barnhart, Lake Dallas Mayor

Date

ATTEST:

Name, City Secretary

Date



Proposal for
Broadband Technical Services

April 15, 2020

Prepared for:
Lake Cities, Texas

Presented by:
Chris Pedersen, Vice President, Development & Planning
202.255.6098
cpedersen@connectednation.org

Connected Nation, Inc.
P.O. Box 3448
Bowling Green, KY 42102
270.781.4320

Executive Summary

Background

Connected Nation (CN) is an organization dedicated to expanding the access, adoption, and use of broadband and broadband-enabled technologies. Since 2001, CN has been providing community broadband planning services to states and municipalities across the country. Though terminologies and focus areas may change over time, the pillars of an effective community broadband assessment process have consistently involved:

- the engagement of local leadership, pre-planning, and identification of expectations;
- public events designed to build awareness and inform and educate local citizens;
- community-wide and sector-specific data collection and benchmarking;
- data analysis and review, including a snapshot of the local broadband ecosystem; and
- drafting, reviewing, finalizing, and publicizing the community's strategic broadband plan.

CN has provided highlights of its extensive experience in state and community broadband planning in the Company Information section of this proposal. It's with the experience and expertise that CN proposes supporting Lake Cities with assessing their broadband issues and opportunities and developing steps to improve the technology landscape for their residents, businesses, and institutions. The proposal is organized to focus on various technical services options for consideration. Each option includes detail of the scope, time, cost, deliverable and an example of similar work, if applicable.

Statement of Need

Technology plays a pivotal role in how businesses operate, the types of services consumers expect, how institutions serve the community, and where consumers choose to live, work, and play. The success of any community has also become dependent on how broadly and deeply the community adopts technology resources, which includes access to reliable high-speed networks, digital literacy of residents, and the use of online resources locally for business, government, and leisure.

Despite the growing dependence on technology, recent discussions with Lake Cities Broadband Committee revealed that the community may not have the level of broadband access as defined and reported by the Federal Communications Commission. The Digital Divide could be much greater not only in terms of access but also with respect to how residents, businesses and institutions are adopting and using online resources in the community. The following proposal provides various service options for the Committee to consider in addressing these gaps. The Lake Cities community, referenced as "community", is comprised of four communities: Corinth, Hickory Creek, Lake Dallas and Shady Shores as defined by boundary data maintained by Denton County. The aggregate area represents 197.7 road miles and 17.8 square miles.

Project Options

1. Field Validation, Mapping and Data Analysis

Scope: CN will build upon its statewide broadband data collection and mapping activity and the input from the Lake Cities Broadband Committee to conduct a targeted broadband access field validation and audit. The broadband field validation and outside plant audit will be performed to test and confirm provider service boundaries, deployed infrastructure assets, broadband speeds, and delivery platforms. CN's Engineering & Technical Services (ETS) staff will utilize a variety of resources for validation support, including provider coverage maps, FCC databases, public feedback on the broadband maps, and voluntary provider data submissions. Based upon initial analysis, CN has identified the following internet service providers as offering services in the community:

- AMG Technology Investment Group (Nextlink)
- CenturyLink, Inc.
- Charter Communications
- Frontier Communications
- Grande Communications
- Skybeam, Inc.
- Southwestern Bell (AT&T)
- Speed of Light

Validation will include wireline and fixed wireless platform types and include the road miles defined in the previous section. CN's validation and verification methodologies have undergone stringent reviews that are based on industry accepted standards to reduce the risk of overstating broadband coverage and to develop products to inform and promote data-driven decisions that will expand broadband access. CN will document findings using these methodologies in a field report and aggregate the validated infrastructure data in an interactive map. In the course of field validation activities, CN will also identify strategic vertical assets that are not included in existing Lake Cities databases that could be leveraged for broadband expansion. Asset attributes will not be collected. Travel is required and will be dependent upon any national or state travel restrictions or guidance being lifted.

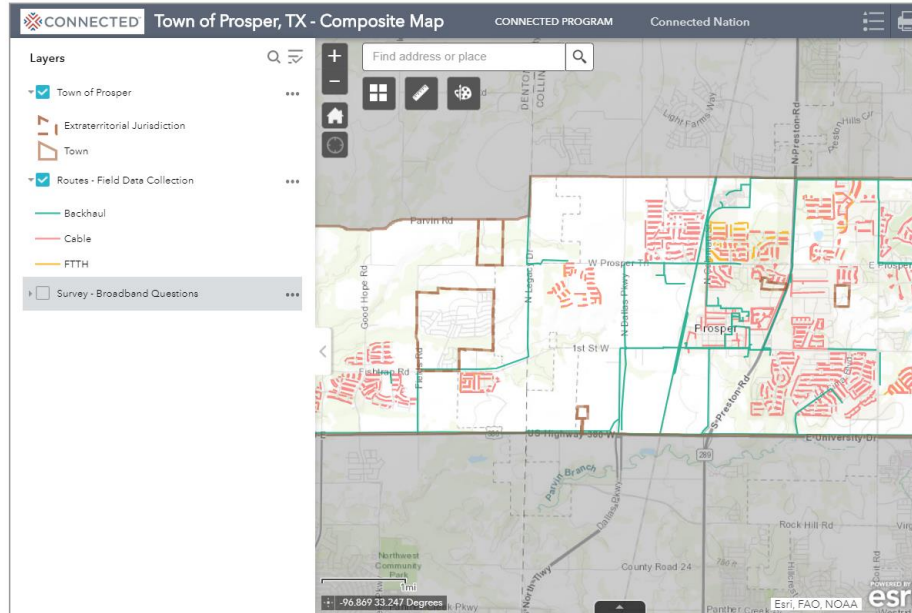
Time: 2 months

Cost: \$25,000 (includes travel cost)

Deliverables:

1. An interactive map of the community with data layers representing the validated broadband infrastructure data.
2. Field audit report and data analysis

Example: <http://connectmycommunity.org/prosper-tx-infrastructure/>



2. Demand Survey

Scope: CN will develop a customized online survey portal, to be made available for Lake Cities' residents, businesses, and institutions. The survey will examine the broadband supply and demand landscape in the community across households, businesses, and community anchor institutions including healthcare, libraries, schools, public safety, and others. The survey data will allow the examination of several metrics related to the community's barriers and opportunities to broadband and technology use in the community. This survey will ultimately help gauge the gaps in access, adoption, and use of broadband and define potential expansion opportunities based on the demand analysis.

CN will calculate sample sizes and breadth of survey distribution required to ensure that the data is useful and sufficient for analysis. Lake Cities leaders and community stakeholders will be responsible for promoting completion of the online survey. No travel is required.

Time: 3 months

Cost: \$9,500

Deliverables:

1. An executive summary of the survey results and corresponding data analysis.
2. An interactive map with survey respondent data to target areas of most significant broadband demand.
3. An interactive data portal with survey results and benchmark data to other communities.

Example: <http://connectmycommunity.org/prosper-tx/>

3. Asset Inventory

Scope: CN will work with Lake Cities stakeholders to identify assets within the community that can be leveraged to accelerate or enhance broadband infrastructure deployment.

Vertical assets will include, but are not limited to, structures such as towers less than 200' which may not be registered in the FCC's ASR database, grain elevators, silos, water towers, or other tall structures that could be leveraged to develop a fixed wireless broadband system. This inventory will seek to identify the asset, asset owner, exact location, and other pertinent information. Upon a first pass collection of this data, CN will employ a process to conduct quality assurance on the data culminating in an on-the-ground review of assets, to ensure the completeness of the data collected and to answer any outstanding questions that might exist after the initial data inventory is conducted. Utility or other poles can also be integrated into the database and map provided that the community provides the geographic data in a shpfile, kmz file or other usable format in addition to the corresponding attribute data.

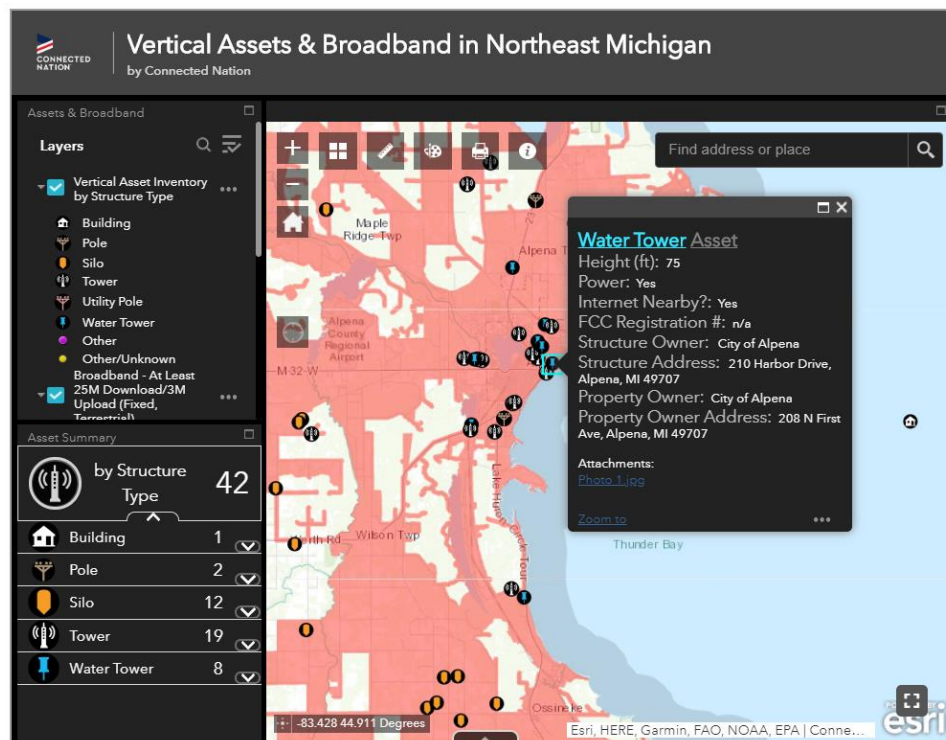
Horizontal assets will include, but are not limited to, dark and lit fiber, long haul and metro fiber, conduit and/or other assets that can be used to support network deployment. The horizontal asset inventory will primarily be developed through desktop research, access to subscription based data, and integration of data provided by the community. Travel is required and will be dependent upon any national or state travel restrictions or guidance being lifted.

Time: 3 months

Cost: \$16,000 (includes travel cost)

Deliverable: An interactive map with the comprehensive asset inventory and the ability to isolate various data layers.

Example: <http://connectmycommunity.org/nemcog-vertical-assets/>



4. Strategic Plan

Scope: If the community selects to pursue and complete the project options described in sections 1 and 2, CN will use the broadband data captured in the infrastructure audit and validation process and demand survey to develop a comprehensive assessment and broadband strategic plan. The plan will include a set of recommended actions that must be edited and prioritized by the Broadband Committee. Once prioritized, CN will develop a comprehensive assessment and plan with an implementation matrix. This body of work will detail next steps for addressing any deficiencies or opportunities for improving the local technology ecosystem. The plan and implementation matrix will serve as a blueprint to coordinating at federal, state, and local levels and leveraging technology to advance economic, social, and educational opportunities for families, businesses, and institutions in the community.

Deliverable: A comprehensive strategic plan document estimated to be 25-40 pages delivered in electronic pdf format.

Time: 2 months after completion of mapping and demand survey.

Cost: \$9,000

5. Mobile Broadband Policy Analysis and Coverage Planning

Scope: CN will examine the federal, state, and local rules that influence the deployment of small cells and 5G infrastructure in the community. Analysis will include reviewing the regulations pertaining to size, shape, and placement of wireless network equipment as well as pertinent fee caps and agreements. CN will work the Broadband Committee and other local stakeholders to identify strategies to accelerate investment and deployment of next-generation technologies by wireless carriers throughout the community. No travel is required.

Time: 2 months

Cost: \$6,000

6. Broadband Planning Support Services

Scope: CN will remotely attend regular Broadband Committee meetings and provide updates on federal, state, and local broadband activities, best practices, or innovations which may be relevant to Lake Cities' strategic goals. CN will also make available subject matter experts in GIS, policy, research, and engineering to follow-up on requests or inquiries in order to keep the Lake Cities Broadband Committee on the leading edge of broadband developments and opportunities. Any requests beyond 10 hours per month will need to be approved and invoiced at an hourly rate of \$200. No travel is required.

Time: Monthly

Cost: \$2,000

Key Personnel

Jennifer Harris – State Program Director, Connected Nation Texas

Ms. Harris is responsible for managing the development and implementation of broadband strategies throughout the state of Texas. She creates and maintains partnerships by engaging with communities, local municipalities, and state and federal government. This includes working to close the Digital Divide in rural parts of the Lone Star State. Ms. Harris also serves on the Governor's Broadband Development Council. Having worked in state government since 2005, Ms. Harris has held a wide range of jobs in the public sector. Her professional experience includes legislative, public policy, communications, and government affairs work with the Texas Legislature, and policy and communications work for the Florida Department of Education. She holds a master's in public service and administration from Texas A&M University and a bachelor's of business administration in marketing from The University of Texas at Austin.

Charles (Chip) Spann - Director, Engineering & Technical Services

Mr. Spann performs engineering oversight of mobile drive testing, site plans, cost models, and radio frequency propagation map analysis. He develops drive testing methodologies used by the Universal Service Administration Company for Federal Communication Commission (FCC) Auctions 901 and 902 funding recipients and also conducts field verification, mobile drive testing, and outside plant audits of Native American tribal lands. He created field validation and wireless design models which were adopted as best practices by the FCC and National Telecommunications and Information Administration (NTIA) during the federally-funded State Broadband Initiative (SBI) grant program from 2010-2014. Mr. Spann, considered by many as a pioneer in the development of 2-way, digital, and high-speed data services during the 1990s, has 32 years of multiple discipline experience in executive leadership roles within the telecommunications industry.

John Determan - Sr. Broadband Field Engineer

Mr. Determan performs mobile drive testing, broadband service verifications, and radio frequency propagation map analysis. He also performs field verification for Federal Communications Commission (FCC) Auctions 901 and 902 funding recipients and conducts mobile drive testing and outside plant audits of Native American tribal lands. Mr. Determan assisted in creating field validation and wireless design models which were adopted as best practices by the FCC and National Telecommunications and Information Administration (NTIA) during the federally funded State Broadband Initiative (SBI) grant program from 2010-2014. Mr. Determan has been involved with the radio frequency communications industry since the late 1980s, deploying communications access across licensed and unlicensed frequencies during his 32 years of technical and engineering roles within the telecommunications industry. Mr. Determan has designed, built, and/or maintained networks from analog to digital across multiple wireless and wired platforms.

Ashley Hitt – Director, GIS Services

Ms. Hitt oversees the day-to-day operations of the Geographic Information Systems (GIS) team. She is responsible for developing strategies using GIS to provide data visualization solutions that impact policy, economic development, and the digital divide. She is a certified

Geographic Information Systems Professional (GISP) and holds a master's in geoscience and bachelor's in geography with meteorology emphasis from Western Kentucky University. Ms. Hitt was voted URISA's Young GIS Professional of the Year in 2011 and received the 2017 URISA Leadership Award.

Brian Dudek – Senior GIS Analyst

Mr. Dudek is responsible for activities promoting broadband access, adoption, and use through a Geographic Information System (GIS) as delegated by the Director of GIS Services. He uses this technology to develop and derive data-driven products to assist in bringing about solutions to help connect the unserved and underserved areas in the digital divide. Mr. Dudek conducts advanced data analyses, develops custom tools, manages geospatial and tabular data, and performs static and dynamic cartography in this effort across the nation. He is a certified Geographic Information Systems Professional (GISP) and holds a master's and bachelor's in geography from the State University of New York.

Eric Frederick - Vice President, Community Affairs

Mr. Frederick is responsible for managing the development and implementation of CN's Connected Community Engagement Program (ConnectedSM), across the United States. He develops and maintains Connected partner relationships in support of Connected Nation's mission. In addition, he provides primary management, oversight, and support for Connect Michigan's state strategy as a context for advancing methodologies relevant to Connected. In this role, he has developed relationships with statewide, national, and international groups that are partnering with Connected Nation to solve problems of connectivity and to bolster the value of internet connections. He also led a nationally recognized team that produced the nation's first certified Connected community. Mr. Frederick holds a master's in urban and regional planning from Michigan State University and a bachelor's in urban planning and GIS from Northern Michigan University.

Chris McGovern, Director of Research Development

Mr. McGovern is responsible for managing the production of Connected Nation research deliverables and the daily operations of the Connected Nation research staff. Mr. McGovern works with internal staff and external stakeholders to develop research and provide critical analysis supportive of the Connected Nation mission. He uses qualitative and quantitative techniques to interpret data, formulate reports, and make substantiated recommendations based on research findings. Mr. McGovern holds a master's in economics from Murray State University and bachelor's in political science from the University of Illinois at Chicago.

Lindsay Conrad – Director, Public Policy

Ms. Conrad is responsible for monitoring and seeking to understand all current and forecasted federal and state broadband public policy legislation and initiatives. She develops recommendations on the strategic direction and development of Connected Nation policy studies and messaging to stakeholders. She supports and guides Connected Nation's broadband planning, research, and policy agendas. Prior to this role, she served as a Community Technology Specialist for Connect South Carolina. Ms. Conrad is a certified Project Manager Professional (PMP) and holds a master's in economics from Vanderbilt University and bachelor's in economics from Maryville College.

Jessica Denson – Director, Communications

Ms. Denson is an Edward R. Murrow and Emmy award-winning journalist who still enjoys the challenge of presenting stories in interesting and thoughtful ways. She has worked in communications for several nonprofits, overseeing a wide range of projects including magazine writing and planning, creating engaging social media platforms, handling website redesign, and mining stories and story development for outreach to donors, the public at large, and media outlets. Ms. Denson handles internal and external communications for multiple state offices and programs within Connected Nation. Her duties include organizing media outreach such as press releases, guest bookings, and interviews. Ms. Denson mines stories and case studies within the organization to support its mission and demonstrate impact. Ms. Denson holds a bachelor's in mass communications from the University of Central Oklahoma.

Company Information

Connected Nation (CN) was originally founded on February 19, 2001, as the Center for Information Technology Enterprise (CITE) in Bowling Green, Kentucky, to promote technology expansion in Kentucky. CITE evolved into ConnectKentucky, a public-private initiative focused on conducting broadband mapping research and grassroots community-level planning statewide. ConnectKentucky led community planning efforts in all 120 Kentucky counties which helped to expand the use of the emerging technologies of the early 2000s. Other states began to seek that same type of guidance, and, to facilitate a multi-state consultancy, Connected Nation was formed in 2007.








CN has nearly 20 years of experience providing strategic consulting and advisory services at the federal, state, and local community levels in order to accelerate and expand broadband access. CN's strategic consulting and advisory services provide a multi-discipline view of the broadband landscape by providing broadband and telecommunications research, policy insights, mapping, engineering, and federal, state, and local strategic planning services.

CN has experience and a process to inform and develop a comprehensive plan with measurable outcomes that is representative of multi-sector stakeholders. Evidence of state-level engagement and comprehensive plan development include the production of the [Nevada State Broadband Action Plan](#) and [Puerto Rico's Gigabit Island Plan](#). A recent example of a community-level engagement and technology action plan is available via the following link for Ward County, Texas: <http://connectmycommunity.org/ward-county/>

CN enjoys a strong policy staff that fully understands the telecommunications industry, drawing on years of experience working with states on broadband issues and having experience in Washington both with the FCC and with our nation's legislators. This experience allows for robust development of policy and programs that can help pave a mutually agreeable path toward greater availability and expansion of broadband services.

CN has facilitated the development of state-level task forces or similar governance committees in 11 states focusing on strategic planning initiatives related to broadband. Examples include, but are not limited to:

- Alaska Broadband Task Force
- Connect Iowa Advisory Committee
- Kentucky Steering Committee
- Michigan Collaborative Broadband Committee

	13 state-based broadband public-private partnerships from Alaska to Puerto Rico under the SBI program impacting 1,150 counties
Library-focused initiatives in 20 states in partnership with the Bill & Melinda Gates Foundation	
	1,500+ unique broadband provider relationships through data collection and processing
Broadband availability mapping across more than 40% of the U.S. landmass	
	Connectivity surveys and mapping for 128,000 Community Anchor Institutions
60,000+ school children provided laptops and digital skills training	
	230+ digital literacy training centers established in partnership with local libraries and community colleges

- Minnesota Governor's Task Force on Broadband
- Nevada Broadband Task Force
- Ohio Technology Association
- Puerto Rico Broadband Task Force
- Connect South Carolina's Broadband Advisory Council
- Connected Tennessee Steering Committee
- Texas Broadband Task Force

Under the U.S. Department of Commerce's State Broadband Initiative grant program administered under the National Telecommunications and Information Administration, Connected Nation became the single most prolific broadband data collection and planning entity in the country. Links to several State Broadband Initiative final grant reports are provided below:

Connect Alaska: <http://www.connectak.org/ak-final-grant-report>
Connect Iowa: <http://www.connectiowa.org/ia-final-grant-report>
Connect Michigan: <http://www.connectmi.org/final-grant-report>
Connect South Carolina: <http://www.connectsc.org/sc-final-grant-report>
Connected Texas: <http://www.connectedtx.org/tx-final-grant-report>
Connected Tennessee: <http://www.connectedtn.org/tn-final-grant-report>

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0622-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND THE CITY OF CORINTH, TEXAS CONCERNING FIRE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed interlocal agreement with the City of Corinth (hereinafter the "Agreement") for fire services according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 22nd day of June, 2020.

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

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORINTH, TEXAS AND THE TOWN OF HICKORY CREEK, TEXAS
FOR FIRE SERVICES**

This Agreement is made on this ____ day of _____, 2020, between the City of Corinth, Texas (hereinafter "Corinth") and the Town of Hickory Creek, Texas (hereinafter "Hickory Creek"), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

WHEREAS, Hickory Creek desires to enter into a contract with Corinth for the furnishing of fire protection, fire suppression, firefighting and rescue services, emergency medical services, fire prevention services and emergency management services as set forth in **Exhibit "A"** attached hereto and incorporated herein, within Hickory Creek for a period commencing on October 01, 2021, and ending at midnight on September 30, 2026;

NOW, THEREFORE, the parties agree as follows:

1. **TERM:** For the period beginning October 1, 2021 and expiring at midnight, September 30, 2026, (the "Term"), Corinth shall furnish fire protection, emergency medical and fire prevention services [all such services set forth in Exhibit "A" hereto and hereinafter referred to as "Fire Services"], utilizing firefighters employed by Corinth and firefighting apparatus and equipment owned by Corinth, all as the Fire Chief of Lake Cities Fire Department may determine in his sole discretion, to Hickory Creek within the corporate limits of Hickory Creek.
2. **RENEWAL:** Corinth shall provide Hickory Creek with estimated cost projections not later than January 30, 2024 to enable the parties to reach an agreement on rates for Fire Services for the renewal term. Not later than Oct 1, 2024, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. A renewal Agreement shall be approved by both parties not later than July 1, 2025.

3. **COMPENSATION:**

A. Payments.

1. Option #1: Hickory Creek agrees to make Annual Payments to Corinth pursuant to this Section. The following amounts shall be due to Corinth for each year of this Agreement:

October 1, 2021 to September 30, 2022.....	\$913,475
October 1, 2022 to September 30, 2023.....	\$948,385
October 1, 2023 to September 30, 2024.....	\$948,406
October 1, 2024 to September 30, 2025.....	\$1,010,045
October 1, 2025 to September 30, 2026.....	\$1,033,152

2. Option #2: Hickory Creek agrees to make Annual Payments to Corinth

pursuant to this Section. The Annual Payment for Fire Services will be a five-year fixed payment of \$970.692.

3. **Monthly Adjustments:** Corinth shall make the following adjustments to the Hickory Creek Payments on a monthly basis beginning October 1, 2024:

- a. **Wages & Benefits – New Firefighters:** The amount budgeted for the three new firefighter positions will be credited to Hickory Creek monthly during the period of time the positions remain unfilled. The monthly credit will be equal to \$991 per firefighter or \$2,975 for all three firefighters.

In compliance with the Interlocal Cooperation Act, all payments to be made under this Agreement shall be made from current revenues legally available to the paying party. The parties understand and agree that the payments made hereunder are compensation to Corinth for providing Fire Services and that title to any and all vehicles and equipment leased, purchased, owned or controlled by Corinth utilizing funds paid to Corinth under this Agreement shall vest solely in Corinth, and Hickory Creek shall have no legal or equitable interest in assets purchased, leased, owned or controlled by Corinth.

4. **Payments Quarterly or Monthly.** Hickory Creek shall make Annual Payment Option #2 as specified in Section A above; provided however that in the discretion of Hickory Creek, Hickory Creek may elect to pay such sums to Corinth in equal payments made on either a monthly or quarterly basis. All payments shall be due no later than the fifteen (15th) day of each applicable month or quarter preceding delivery of Fire Services under this Agreement.

C. **Default for Non-Payment.** Should Hickory Creek fail to timely make its monthly payment as required by subsection G hereof, then Hickory Creek shall be in default under this Agreement and interest shall accrue and become payable to Corinth in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). In such event, Corinth may suspend services until completion of the mediation process described in **Section 10.B.**

4. **PROVISION OF SERVICE:** Corinth shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service within **Hickory Creek.**

Corinth shall provide advance notification of any major purchases for the Fire Department.

5. **AUTHORITY OF FIRE CHIEF:** The Fire Chief or other officers designated by the Fire Chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the firefighting, rescue, fire prevention activities and

emergency operations.

6. **APPLICABLE FIRE CODE:** All Fire Services provided pursuant to this contract shall be in accordance with the current International Fire Code, together with such amendments and subsequent editions as may be adopted by Hickory Creek from time to time and the Standard Operating Procedures of the Corinth Fire Department. Hickory Creek agrees that citations and criminal charges for Class C Misdemeanors issued by the Fire Chief for violations and offenses occurring within the territorial limits of Hickory Creek shall be filed and prosecuted in the Municipal Court for Hickory Creek.

7. **LIABILITY OF PARTIES:**

- A. To the extent provided by law, all expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any other expenses connected with the Fire Services to be performed by Corinth under this Agreement shall be at Corinth's expense, provided that each party shall be responsible for claims, demands, losses, damages and liabilities associated with the negligence of that party except Hickory Creek shall be responsible for any civil liability [including, but not limited to, attorney's fees in defending Corinth] that does not arise from Corinth's negligence and for which Hickory Creek would have otherwise been responsible if Hickory Creek were furnishing their own Fire Services in the absence of this Agreement (e.g. Hickory Creek issues a building permit for a structure designed in violation of the Fire Code and Corinth is sued for damages arising from a fire because of an error of the Hickory Creek Building Official).
- B. If all or part of any civil liability (judgment or settlement) of Hickory Creek above is paid by a risk pool or insurance company with which Corinth has contracted for coverage, such risk pool or insurance company shall not be entitled to subrogation against Hickory Creek.
- C. This Section 7 is in accordance with Section 791.006 (a-1), TEX. GOV'T. CODE, as the foregoing assignment of liability is intended to be different than the liability otherwise assigned under subsection (a) of Section 791.006, TEX. GOV'T CODE.

8. **NO WAIVER OF IMMUNITY:** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or Hickory Creek which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers or employees, as to any claim or cause of action brought by any person or entity. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto.

9. INTERLOCAL COOPERATION ACT: This Agreement is made and entered into pursuant to the Texas Interlocal Cooperation Act.

10. REMEDIES FOR DEFAULT:

A. Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide thirty (30) days' written notice to remedy the default, after which notice such party shall promptly cure the default. Should the defaulting party fail to cure the default within the thirty-day period following notice, and after mediation, the parties fail to agree to continue this Agreement, the non-defaulting party may 1) terminate this Agreement or 2) reduce its monthly or quarterly payments, as applicable, in an amount commensurate with the cost of providing the service(s) that gave rise to the default

B. The parties agree that should any notice of default be given for any default (other than a default for nonpayment) and it is not cured to the satisfaction of the non-defaulting party within 30 days, the parties agree to submit to nonbinding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. Payments shall continue to be made until the mediation process is completed.

C. The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.

D. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence to the extent allowed by law.

11. AMENDMENT/TERMINATION: This Agreement may only be amended or terminated by mutual written consent of the parties through resolutions approved by the respective councils for Corinth and Hickory Creek.

- 12. NOTICES:** All notices required or permitted by this Agreement shall be made to the following individuals and addresses:

City of Corinth
% City Manager
3300 Corinth Parkway
Corinth, TX 76208

Town of Hickory Creek
% Town Manager
1075 Ronald Reagan Ave
Hickory Creek, TX 75065

- 13. SEVERABILITY:** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
- 14. VALIDITY AND ENFORCEABILITY:** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
- 15. ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between Corinth and Hickory Creek as to the subject matter hereof and merges all prior discussions between them.

IN WITNESS whereof, the parties have executed same on the date set forth above by their respective officers, each of whom represents and attests that he/she has requisite to execute this Agreement on behalf of the appropriate party.

CITY OF CORINTH

TOWN OF HICKORY CREEK

MAYOR

MAYOR

ATTEST:

ATTEST:

CITY SECRETARY

CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

CITY ATTORNEY

EXHIBIT "A" - FIRE SERVICES

1. *"Fire Services"* under and as used in the Agreement shall mean all of the following:

Fire protection, including firefighting, fire suppression and fire rescue services; emergency medical services including ambulance and paramedic services; fire prevention services, including, but not limited to, to building inspections (pertaining to compliance with fire codes), public education and assistance services, and arson investigations by a licensed arson investigator; emergency management services, such services to include but are not limited to the development, design and implementation of disaster and catastrophe protection and safety plans, emergency evacuation plans, and coordination with other emergency management coordinators, personnel and agencies.

2. *Service Levels, Benchmarks.* Corinth shall provide Fire Services at a minimum level comparable to that which is currently provided so long as the entity leasing Fire House No. 1 to the City of Corinth is not in default under such lease and/or such fire station is fit for human habitation and safe for housing of fire apparatus and equipment. Corinth's provision of Fire Protection Services and no action by Hickory Creek shall at any time result in a negative impact to the ISO rating for the Lake Cities (Corinth, Hickory Creek, Shady Shores and Hickory Creek) and none of the Lake Cities (by reason of similar Interlocal agreements) shall take any action that will have a negative impact on such ISO rating.

3. *Personnel, Equipment, Emergency Calls.* Corinth shall on each day, except when firefighters are involved in training or other scheduled functions, maintain a minimum staffing level of 9 firefighters and 1 captain per shift and at least 1 paramedic on each ambulance. Two fire apparatus and 2 ambulances shall be operational each day for fire services purposes except when such vehicles are being used for training or other scheduled functions. All firefighters shall be certified as such by the Texas Commission on Fire Protection. An expansion or increase in Lake Cities Fire Department, including the addition of facilities, equipment, vehicles, or personnel, shall not affect service levels.

4. *Mutual Aid.* In the provision of Fire Services, Corinth shall enter into such mutual aid agreements with adjacent and nearby firefighting, suppression, EMS and rescue service providers as Corinth may deem necessary and appropriate.

5. *Reporting.* Corinth shall furnish to Hickory Creek, reports indicating the number and nature of calls for service, response times, inspections, and other information deemed pertinent to show service levels and other fire protection services activities. Upon request by Hickory Creek, Corinth shall make available within a reasonable time such information.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0622-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND DENTON COUNTY, TEXAS CONCERNING THE CORONAVIRUS RELIEF FUND; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed interlocal agreement with the County of Denton, Texas (hereinafter the “Agreement”) allowing for participation in the County’s Coronavirus Relief Fund according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

Section 1: That the Mayor of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the Agreement attached hereto as Exhibit A, and all incidental documents to bring about the Town’s participation in the Coronavirus Relief Fund pursuant to the same.

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 22nd day of June, 2020.

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