



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, MAY 13, 2024, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation led by the Honorable Bobbie J. Mitchell, Commissioner Precinct 3

Honorary Recognition of Councilmember Richard DuPree

Presentation of Awards

1. 2023 Business of the Year
2. 2023 Citizen of the Year
3. 2024 Female Athlete of the Year
4. 2024 Male Athlete of the Year
5. 2024 Scholar of the Year
6. Eagle Scout Josiah McKinley
7. Eagle Scout Avery Pruitt
8. Eagle Scout Candidate Trevor Zackowski

Proclamations

9. Motorcycle Safety and Awareness

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

- [10.](#) April 2024 Council Meeting Minutes
- [11.](#) April 2024 Financial Statements.
- [12.](#) Consider and act on a resolution designating Don Camillo Tuscan Grill as the 2023 Business of the Year.
- [13.](#) Consider and act on a resolution designating Dinah Stults as the 2023 Citizen of the Year.
- [14.](#) Consider and act on a resolution designating Abby Kell as the 2024 Female Athlete of the Year.
- [15.](#) Consider and act on a resolution designating Humphrey Kakuba as the 2024 Male Athlete of the Year.
- [16.](#) Consider and act on a resolution designating Alexis Mabbun as the 2024 Lake Dallas High School Scholar of the Year.
- [17.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas re-appointing a presiding judge and appointing an associate judge for Municipal Court of Record No. 1.
- [18.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Cynthia Burkett for municipal judge services.
- [19.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Kristen Homyk for municipal judge services.
- [20.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, nominating one candidate to a slate of nominees for the board of managers of the Denco Area 9-1-1 District.

Regular Agenda

21. Presentation of Certificates of Election and Administration of Oaths of Office to candidates elected.
22. Ceremonial Oath of Office and Presentation of Badge to Officer Truman Franklin.
23. Interviews for various boards and commissions.
- [24.](#) Presentation from Halff Engineering regarding the Hickory Creek Leisure Center.
- [25.](#) Consider and act on bids submitted for Sycamore Bend Road BID# 2024-01.
- [26.](#) 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 concerning phone systems.
- [27.](#) 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 Anytime Labor Dallas, LLC. concerning public works staffing.
- [28.](#) Consider and act on appointments to the Arts and Culture Board.
- [29.](#) Consider and act on appointments to the Board of Adjustments.
- [30.](#) Consider and act on appointments to the Code of Ethics Board.
- [31.](#) Consider and act on appointments to the Parks and Recreation Board.
- [32.](#) Consider and act on appointments to the Planning and Zoning Commission.
- [33.](#) Consider and act on allocating funds for Tanglewood Park improvements.
34. Consider and act on appointment of Mayor Pro Tem.
35. Consider and act on appointing councilmembers 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.

36. Discussion regarding Denton CAD Property ID# 62326.

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.

37. Discussion regarding Denton CAD Property ID# 62274 and 497739.

Reconvene into Open Session

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

Future Agenda Items

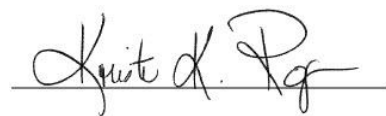
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on May 8, 2024 at 3:00 p.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** *today's society is finding more citizens involved in motorcycling on the roads of our country; and*
- WHEREAS,** *motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and*
- WHEREAS,** *campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and*
- WHEREAS,** *it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and*
- WHEREAS,** *urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;*

NOW, THEREFORE, I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim May 2024 as "Motorcycle Awareness Month" in the Town of Hickory Creek. Further, I urge all residents to do their part to increase safety and awareness in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 13th day of May, 2024.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**WORK SESSION AND SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, APRIL 08, 2024**

MINUTES

Call to Order

Mayor Clark called the work session to order at 5:00 p.m.

Work Session Agenda

1. Discussion regarding feasibility of a zoning change for Denton CAD Properties ID# 62338;128423;209148;209149;272356;272358;272359 and 272360.

Miller Sylvan, SVP Regional Development Partner, JPI, and David Palmer, Executive Vice President Development, Weitzman, provided an overview of the proposed development and answered questions from the Town Council.

2. Discussion regarding amending the 2023-2024 Fiscal Year Budget.

Discussion was held regarding amending the 2023-2024 Fiscal Year Budget.

Adjourn Work Session

Mayor Clark adjourned the work session at 5:56 p.m.

Call to Order

Mayor Clark called the meeting to order at 6:03 p.m.

Roll Call

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Chris Gordon

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Trey Sargent, Town Attorney

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

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

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Invocation

Councilmember Theodore gave the invocation.

Proclamations

3. Mental Health Awareness Month and Children's Mental Health Awareness Day

Mayor Clark proclaimed May 2024 as Mental Health Awareness Month and May 9, 2024, as Children's Mental Awareness Day in the Town of Hickory Creek.

Items of Community Interest

A Spring Clean-Up will be held in the parks on Saturday, April 27, 2024 from 9:00 a.m. until 12:00 p.m.

Thanks to Chief Dunn and the police department for always being approachable and interacting with citizens.

U.S. Congressman Michael C. Burgess, M.D. will host the 2024 Emergency Preparedness Summit & Fair on Saturday, April 13, 2024 from 8:00 a.m. until 12:00 p.m. at Thousand Hills Church.

The Arbor Day Foundation recognized the Town of Hickory Creek as a Tree City USA Community for the 16th year and named a Sterling Tree City USA in recognition of ten years of participation in the Growth Award program.

Public Comment

There were no speakers for public comment.

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.

4. February 2024 Council Meeting Minutes
5. February 2024 Financial Statements
6. March 2024 Financial Statements
7. Consider and act on the 2024 LDISD Hickory Creek Female Athlete of the Year.
8. Consider and act on the 2024 LDISD Hickory Creek Male Athlete of the Year.
9. Consider and act on the 2024 LDISD Hickory Creek Scholar of the Year.

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April 8, 2024

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10. 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 agreement between the Town of Hickory Creek and the City of Corinth concerning animal services.
11. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek, Texas and WaterToyz, LLC. concerning issuance of a license to utilize the Town's boat ramp and dock.
12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning dispatch services.
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 for USPS Postage Meter and Postal Services by and between the Town of Hickory Creek, Texas and Quadient.

Motion made by Councilmember DuPree to approve items 4-13 on the consent agenda, Seconded by Councilmember Gordon.

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

Regular Agenda

14. Discussion regarding probable construction costs and concept designs for the Hickory Creek Leisure Center.

Discussion was held regarding the concept designs. John Smith, Town Manager, received feedback from the Town Council to provide to Halff Engineering.

15. Consider and act on purchasing two vehicles for the police department.

Motion made by Councilmember Gordon to approve the purchase of two vehicles for the police department not to exceed \$160,000, Seconded by Councilmember DuPree.

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

16. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Ordinance 2023-08-939; the 2023-2024 budget as adopted.

Motion made by Mayor Pro Tem Kenney to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Ordinance 2023-08-939; the 2023-2024 budget as adopted, Seconded by Councilmember Theodore.

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

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17. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek, Texas and Anytime Labor Dallas, LLC. concerning public works staffing.

Motion made by Councilmember Theodore 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 to execute an agreement between the Town of Hickory Creek, Texas and Anytime Labor Dallas, LLC. concerning public works staffing, Seconded by Mayor Pro Tem Kenney.

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

18. Consider and act on the 2023 Business of the Year.

Motion made by Councilmember Gordon to name Don Camillo as the 2023 Business of the Year, Seconded by Mayor Pro Tem Kenney.

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

19. Consider and act on the 2023 Citizen of the Year.

Motion made by Councilmember Gordon to approve Dinah Stults as Citizen of the Year for 2023, Seconded by Councilmember DuPree.

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

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:01 p.m. to discuss the following matters.

Section 551.071

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

20. Discussion regarding Denton CAD Property ID# 62326.

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. Discussion regarding Denton CAD Property ID# 62274 and 497739.

Section 551.087

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

22. Economic Development Agreement between the Town of Hickory Creek and the Olana.

Reconvene into Open Session

The Town Council reconvened into open session at 8:57 p.m.

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

Discussion regarding Denton CAD Property ID# 62326.

No action taken.

Discussion regarding Denton CAD Property ID# 62274 and 497739.

Motion made by Councilmember Gordon to direct the Town Administrator to take action as directed in executive session, Seconded by Mayor Pro Tem Kenney.

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

24. 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 KSW Holding Hickory Creek, L.P. concerning a Chapter 380 Economic Development Agreement.

Motion made by Councilmember Gordon to approve the Town Administrator to negotiate as directed in executive session, Seconded by Mayor Pro Tem Kenney.

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

Future Agenda Items

The following items were requested: annual awards and ordinance changes based on the comprehensive plan.

Adjournment

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

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

Town of Hickory Creek
April 8, 2024
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The meeting did then stand adjourned at 9:00 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 April 30, 2024

	<u>Apr 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	26,208.78
BOA - Drug Forfeiture	99,525.46
BOA - Drug Seizure	3,534.21
BOA - General Fund	105,660.80
BOA - Parks and Recreation	61,231.45
BOA - Payroll	510.00
BOA - Police State Training	5,190.23
Logic 2020 CO's	1,508,142.41
Logic Animal Shelter Facility	10,456.08
Logic Coronavirus Recovery Fund	61,678.67
Logic Harbor Ln-Sycamore Bend	87,740.31
Logic Investment Fund	11,898,407.61
Logic Turbeville Road	103,570.16
	<hr/>
Total Checking/Savings	13,971,856.17
Accounts Receivable	
Municipal Court Payments	11,146.60
	<hr/>
Total Accounts Receivable	11,146.60
Total Current Assets	<hr/> 13,983,002.77
TOTAL ASSETS	<hr/> 13,983,002.77 <hr/>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek

Profit & Loss

April 2024

05/03/24

Accrual Basis

	Apr 24
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	12,239.80
4004 M&O Penalties & Interest	925.36
4006 Delinquent M&O	-2,847.29
4008 I&S Debt Service	6,153.12
4010 I&S Penalties & Interest	465.64
4012 Delinquent I&S	-1,492.03
Total Ad Valorem Tax Revenue	15,444.60
Building Department Revenue	
4102 Building Permits	12,858.55
4104 Certificate of Occupancy	500.00
4106 Contractor Registration	525.00
4112 Health Inspections	460.00
4128 Variance Fee	500.00
4130 Vendor Fee	150.00
4132 Alarm Permit Fees	75.00
Total Building Department Revenue	15,068.55
Franchise Fee Revenue	
4214 Electric	2,366.40
4216 Gas	81,977.51
4220 Solid Waste	5,330.08
Total Franchise Fee Revenue	89,673.99
Interest Revenue	
4330 General Fund Interest	4.25
4332 Investment Interest	61,032.69
Total Interest Revenue	61,036.94
Miscellaneous Revenue	
4502 Animal Adoption & Impound	3,685.00
4506 Animal Shelter Donations	100.00
4508 Annual Park Passes	625.00
4510 Arrowhead Park Fees	7,258.00
4518 Drug Forfeiture	6,150.31
4520 Drug Seizure	3,523.00
4530 Other Receivables	21,137.94
4536 Point Vista Park Fees	1,025.00
4550 Sycamore Bend Fees	4,759.00
4568 Opioid Settlements	1,008.22
Total Miscellaneous Revenue	49,271.47
Municipal Court Revenue	
4602 Building Security Fund	1,643.49
4604 Citations	56,549.87
4606 Court Technology Fund	1,249.25
4608 Jury Fund	161.49
4610 Truancy Fund	1,553.52
4612 State Court Costs	27,746.35
4614 Child Safety Fee	97.94
Total Municipal Court Revenue	89,001.91
Sales Tax Revenue	
4702 Sales Tax General Fund	158,840.13
4706 Sales Tax 4B Corporation	22,691.45
4708 Sales Tax Mixed Beverage	2,851.75
4710 Hotel Occupancy Tax	761.60
Total Sales Tax Revenue	185,144.93

Town of Hickory Creek

Profit & Loss

April 2024

05/03/24

Accrual Basis

	Apr 24
Total Income	504,642.39
Gross Profit	504,642.39
Expense	
Capital Outlay	
5010 Street Maintenance	63.00
5022 Parks and Rec Improvements	10,907.81
5026 Fleet Vehicles	91,835.60
5032 Broadband Initiative	7.88
Total Capital Outlay	102,814.29
General Government	
5202 Bank Service Charges	-35.00
5206 Computer Hardware/Software	385.93
5208 Copier Rental	428.68
5210 Dues & Memberships	1,522.00
5212 EDC Tax Payment	22,692.45
5216 Volunteer/Staff Events	302.60
5218 General Communications	3,361.00
5222 Office Supplies & Equip.	471.73
5224 Postage	676.42
5228 Town Council/Board Expense	212.07
5230 Training & Education	38.32
Total General Government	30,056.20
Municipal Court	
5318 Merchant Fees/Credit Cards	355.27
5322 Office Supplies/Equipment	58.74
5324 State Court Costs	78,439.24
5326 Training & Education	250.00
5332 Warrants Collected	-1,054.59
Total Municipal Court	78,048.66
Parks and Recreation	
5408 Tanglewood Park	313.15
5416 Town Hall Park	144.00
Total Parks and Recreation	457.15
Parks Corps of Engineer	
5432 Arrowhead	698.62
5434 Harbor Grove	545.98
5436 Point Vista	534.42
5438 Sycamore Bend	686.26
Total Parks Corps of Engineer	2,465.28
Personnel	
5502 Administration Wages	34,453.67
5504 Municipal Court Wages	6,416.76
5506 Police Wages	84,816.63
5507 Police Overtime Wages	-1,042.96
5508 Public Works Wages	19,777.28
5509 Public Works Overtime Wage	380.22
5510 Health Insurance	22,478.15
5514 Payroll Expense	2,292.04
5518 Retirement (TMRS)	22,506.15
5520 Unemployment (TWC)	3,046.80
Total Personnel	195,124.74
Police Department	
5602 Auto Gas & Oil	4,533.98
5606 Auto Maintenance & Repair	9,675.70
5612 Computer Hardware/Software	3,621.55
5614 Crime Lab Analysis	418.37

Town of Hickory Creek

Profit & Loss

April 2024

05/03/24

Accrual Basis

	<u>Apr 24</u>
5616 Drug Forfeiture	185.00
5626 Office Supplies/Equipment	87.97
5630 Personnel Equipment	37.00
5636 Uniforms	1,813.48
5640 Training & Education	2,019.02
Total Police Department	22,392.07
Public Works Department	
5704 Animal Control Equipment	2,920.79
5706 Animal Control Supplies	740.73
5708 Animal Control Vet Fees	1,007.36
5710 Auto Gas & Oil	1,124.16
5714 Auto Maintenance/Repair	2,003.31
5716 Beautification	398.66
5718 Computer Hardware/Software	2,898.54
5722 Equipment	-7,336.25
5724 Equipment Maintenance	7,723.10
5728 Equipment Supplies	270.16
5732 Office Supplies/Equipment	58.73
5734 Communications	442.06
5742 Uniforms	123.88
5748 Landscaping Services	10,215.47
Total Public Works Department	22,590.70
Services	
5804 Attorney Fees	27,444.75
5814 Engineering	17,507.86
5818 Inspections	1,050.00
5822 Legal Notices/Advertising	340.72
5824 Library Services	110.00
5826 Municipal Judge	1,055.00
5846 Span Transit Services	546.48
5848 Recording Fees	35.50
Total Services	48,090.31
Special Events	
6012 Special Events	-9.95
Total Special Events	-9.95
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	1,959.81
5904 Electric	2,145.73
5906 Gas	215.49
5908 Street Lighting	4,079.86
5910 Telephone	5,507.72
5912 Water	2,267.46
Total Utilities & Maintenance	16,176.07
Total Expense	518,205.52
Net Ordinary Income	-13,563.13
Net Income	-13,563.13

Town of Hickory Creek

Budget vs. Actual Year to Date 58.31%

October 2023 through April 2024

	Oct '23 - Apr 24	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,616,224.89	1,664,029.00	97.1%
4004 M&O Penalties & Interest	4,410.71	4,000.00	110.3%
4006 Delinquent M&O	-1,048.80	2,000.00	-52.4%
4008 I&S Debt Service	802,253.76	836,526.00	95.9%
4010 I&S Penalties & Interest	14,020.99	15,000.00	93.5%
4012 Delinquent I&S	-615.94	1,200.00	-51.3%
Total Ad Valorem Tax Revenue	2,435,245.61	2,522,755.00	96.5%
Building Department Revenue			
4102 Building Permits	632,335.09	650,000.00	97.3%
4104 Certificate of Occupancy	6,250.00	7,000.00	89.3%
4106 Contractor Registration	2,775.00	2,500.00	111.0%
4108 Preliminary/Final Plat	1,700.00	1,700.00	100.0%
4110 Prelim/Final Site Plan	2,100.00	2,100.00	100.0%
4112 Health Inspections	7,820.00	10,000.00	78.2%
4122 Septic Permits	1,700.00	2,125.00	80.0%
4124 Sign Permits	2,450.00	3,000.00	81.7%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	500.00	1,500.00	33.3%
4130 Vendor Fee	375.00	225.00	166.7%
4132 Alarm Permit Fees	300.00	500.00	60.0%
Total Building Department Revenue	658,305.09	680,850.00	96.7%
Franchise Fee Revenue			
4214 Electric	211,195.40	207,500.00	101.8%
4216 Gas	81,977.51	90,000.00	91.1%
4218 Telecom	16,388.35	32,000.00	51.2%
4220 Solid Waste	36,421.10	50,000.00	72.8%
Total Franchise Fee Revenue	345,982.36	379,500.00	91.2%
Interest Revenue			
4330 General Fund Interest	29.89	40.00	74.7%
4332 Investment Interest	408,647.01	400,000.00	102.2%
Total Interest Revenue	408,676.90	400,040.00	102.2%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	64,215.00	0.0%
Total Interlocal Revenue	0.00	64,215.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	16,450.78	18,000.00	91.4%
4506 Animal Shelter Donations	391.00	1,000.00	39.1%
4508 Annual Park Passes	24,790.00	30,000.00	82.6%
4510 Arrowhead Park Fees	22,402.00	40,000.00	56.0%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	10,008.85	60,000.00	16.7%
4520 Drug Seizure	3,523.00	0.00	100.0%
4524 Fund Balance Reserve	0.00	2,196,978.56	0.0%
4526 Mineral Rights	250.55	1,000.00	25.1%
4530 Other Receivables	79,850.15	75,000.00	106.5%
4534 PD State Training	2,943.33	2,943.33	100.0%
4536 Point Vista Park Fees	4,051.00	12,000.00	33.8%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	20,908.00	25,000.00	83.6%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
4560 2020 CO Proceeds	0.00	1,100,000.00	0.0%
4562 Coronavirus Local Recovery	0.00	275,650.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 58.31%
October 2023 through April 2024

	Oct '23 - Apr 24	Budget	% of Budget
4566 Interlocal Agreements	176,200.00	198,135.00	88.9%
4568 Opiod Settlements	1,008.22	0.00	100.0%
Total Miscellaneous Revenue	362,806.88	4,035,856.89	9.0%
Municipal Court Revenue			
4602 Building Security Fund	10,378.55	18,023.00	57.6%
4604 Citations	333,497.15	550,000.00	60.6%
4606 Court Technology Fund	8,450.59	15,936.00	53.0%
4608 Jury Fund	336.95	200.00	168.5%
4610 Truancy Fund	10,326.26	0.00	100.0%
4612 State Court Costs	176,736.88	311,060.00	56.8%
4614 Child Safety Fee	322.94	800.00	40.4%
Total Municipal Court Revenue	540,049.32	896,019.00	60.3%
Sales Tax Revenue			
4702 Sales Tax General Fund	1,283,579.15	2,100,000.00	61.1%
4706 Sales Tax 4B Corporation	183,368.46	300,000.00	61.1%
4708 Sales Tax Mixed Beverage	21,933.04	35,000.00	62.7%
4710 Hotel Occupancy Tax	4,608.77	5,000.00	92.2%
Total Sales Tax Revenue	1,493,489.42	2,440,000.00	61.2%
Total Income	6,244,555.58	11,419,235.89	54.7%
Gross Profit	6,244,555.58	11,419,235.89	54.7%
Expense			
Capital Outlay			
5010 Street Maintenance	5,318.31	25,000.00	21.3%
5012 Streets & Road Improvement	-109,531.27	500,000.00	-21.9%
5022 Parks and Rec Improvements	45,677.37	2,300,000.00	2.0%
5024 Public Safety Improvements	75,616.33	75,650.00	100.0%
5026 Fleet Vehicles	197,939.85	265,000.00	74.7%
5032 Broadband Initiative	204,195.38	205,000.00	99.6%
5032 Denton County TRIP22	446,265.00	1,100,000.00	40.6%
Total Capital Outlay	865,480.97	4,470,650.00	19.4%
Debt Service			
5110 2015 Refunding Bond Series	46,144.99	316,450.00	14.6%
5112 2015 C.O. Series	51,320.01	271,800.00	18.9%
5114 2020 C.O. Series	50,145.00	254,450.00	19.7%
Total Debt Service	147,610.00	842,700.00	17.5%
General Government			
5202 Bank Service Charges	65.00	200.00	32.5%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	24,806.54	60,000.00	41.3%
5208 Copier Rental	2,411.32	3,600.00	67.0%
5210 Dues & Memberships	2,591.46	3,500.00	74.0%
5212 EDC Tax Payment	183,375.43	300,000.00	61.1%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	4,645.84	8,000.00	58.1%
5218 General Communications	18,501.37	32,000.00	57.8%
5222 Office Supplies & Equip.	1,732.36	3,000.00	57.7%
5224 Postage	4,922.09	7,000.00	70.3%
5226 Community Cause	413.76	3,000.00	13.8%
5228 Town Council/Board Expense	3,264.63	10,000.00	32.6%
5230 Training & Education	880.33	1,500.00	58.7%
5232 Travel Expense	109.73	2,000.00	5.5%
5234 Staff Uniforms	787.30	800.00	98.4%
5236 Transfer to Reserve	0.00	0.00	0.0%
Total General Government	248,507.16	434,900.00	57.1%
Municipal Court			
5302 Books & Subscriptions	92.03	100.00	92.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 58.31%
October 2023 through April 2024

	Oct '23 - Apr 24	Budget	% of Budget
5304 Building Security	4,031.51	18,023.00	22.4%
5312 Court Technology	5,240.60	15,963.00	32.8%
5314 Dues & Memberships	55.00	150.00	36.7%
5318 Merchant Fees/Credit Cards	4,368.93	5,000.00	87.4%
5322 Office Supplies/Equipment	358.34	1,000.00	35.8%
5324 State Court Costs	238,081.36	311,060.00	76.5%
5326 Training & Education	400.00	500.00	80.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-6,842.17	2,500.00	-273.7%
Total Municipal Court	245,785.60	354,796.00	69.3%
Parks and Recreation			
5402 Events	658.75	1,500.00	43.9%
5408 Tanglewood Park	4,383.43	45,000.00	9.7%
5412 KHCB	200.00	500.00	40.0%
5414 Tree City USA	400.00	500.00	80.0%
5416 Town Hall Park	144.00	0.00	100.0%
Total Parks and Recreation	5,786.18	47,500.00	12.2%
Parks Corps of Engineer			
5432 Arrowhead	27,767.29	38,500.00	72.1%
5434 Harbor Grove	2,005.24	10,000.00	20.1%
5436 Point Vista	9,006.50	15,000.00	60.0%
5438 Sycamore Bend	36,261.55	43,500.00	83.4%
Total Parks Corps of Engineer	75,040.58	107,000.00	70.1%
Personnel			
5502 Administration Wages	258,052.18	435,826.00	59.2%
5504 Municipal Court Wages	48,716.90	87,736.00	55.5%
5506 Police Wages	638,576.36	1,230,354.00	51.9%
5507 Police Overtime Wages	29,522.25	40,000.00	73.8%
5508 Public Works Wages	147,131.22	275,624.00	53.4%
5509 Public Works Overtime Wage	2,229.47	4,500.00	49.5%
5510 Health Insurance	128,172.83	255,054.00	50.3%
5512 Longevity	14,180.00	14,180.00	100.0%
5514 Payroll Expense	18,115.25	25,000.00	72.5%
5516 Employment Exams	640.00	2,500.00	25.6%
5518 Retirement (TMRS)	171,835.53	316,117.00	54.4%
5520 Unemployment (TWC)	3,095.48	2,500.00	123.8%
5522 Workman's Compensation	53,186.00	53,200.00	100.0%
Total Personnel	1,513,453.47	2,742,591.00	55.2%
Police Department			
5602 Auto Gas & Oil	33,504.84	50,000.00	67.0%
5606 Auto Maintenance & Repair	71,897.94	75,000.00	95.9%
5610 Books & Subscriptions	571.71	6,000.00	9.5%
5612 Computer Hardware/Software	57,915.77	75,500.00	76.7%
5614 Crime Lab Analysis	1,504.58	6,500.00	23.1%
5616 Drug Forfeiture	30,815.89	30,630.89	100.6%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	967.91	2,000.00	48.4%
5630 Personnel Equipment	29,740.28	40,000.00	74.4%
5634 Travel Expense	570.40	2,000.00	28.5%
5636 Uniforms	10,441.10	12,000.00	87.0%
5640 Training & Education	6,037.42	8,500.00	71.0%
5644 Citizens on Patrol	0.00	250.00	0.0%
5646 Community Outreach	618.13	300.00	206.0%
5648 K9 Unit	1,053.15	5,000.00	21.1%
5650 Task Force Forfeiture	0.00	10,000.00	0.0%
Total Police Department	245,639.12	324,180.89	75.8%
Public Works Department			
5702 Animal Control Donation	697.61	1,000.00	69.8%
5704 Animal Control Equipment	3,018.64	1,000.00	301.9%

Town of Hickory Creek
Budget vs. Actual Year to Date 58.31%
October 2023 through April 2024

05/03/24

Accrual Basis

	Oct '23 - Apr 24	Budget	% of Budget
5706 Animal Control Supplies	2,571.63	5,000.00	51.4%
5708 Animal Control Vet Fees	12,815.82	25,000.00	51.3%
5710 Auto Gas & Oil	9,864.58	20,000.00	49.3%
5714 Auto Maintenance/Repair	6,520.39	10,000.00	65.2%
5716 Beautification	15,726.64	125,000.00	12.6%
5718 Computer Hardware/Software	5,744.04	3,500.00	164.1%
5720 Dues & Memberships	369.00	450.00	82.0%
5722 Equipment	-7,131.05	2,500.00	-285.2%
5724 Equipment Maintenance	25,900.42	22,000.00	117.7%
5726 Equipment Rental	97.90	1,000.00	9.8%
5728 Equipment Supplies	2,280.81	5,000.00	45.6%
5732 Office Supplies/Equipment	1,412.25	1,750.00	80.7%
5734 Communications	2,803.08	3,800.00	73.8%
5738 Training	335.00	800.00	41.9%
5740 Travel Expense	28.15	3,000.00	0.9%
5742 Uniforms	1,544.70	2,800.00	55.2%
5748 Landscaping Services	24,898.07	90,000.00	27.7%
Total Public Works Department	109,497.68	323,600.00	33.8%
Services			
5802 Appraisal District	8,257.32	16,525.00	50.0%
5804 Attorney Fees	55,808.55	50,000.00	111.6%
5806 Audit	15,500.00	15,500.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	84,336.99	175,000.00	48.2%
5816 General Insurance	51,906.86	51,915.00	100.0%
5818 Inspections	33,420.00	50,000.00	66.8%
5820 Fire Service	728,019.00	970,692.00	75.0%
5822 Legal Notices/Advertising	494.54	2,000.00	24.7%
5824 Library Services	714.50	1,200.00	59.5%
5826 Municipal Judge	7,880.00	13,800.00	57.1%
5828 Printing	652.93	2,500.00	26.1%
5830 Tax Collection	2,979.00	3,000.00	99.3%
5832 Computer Technical Support	44,615.46	45,000.00	99.1%
5838 DCCAC	0.00	7,228.00	0.0%
5840 Denton County Dispatch	0.00	38,508.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	1,983.52	5,000.00	39.7%
5848 Recording Fees	71.00	500.00	14.2%
Total Services	1,036,639.67	1,451,318.00	71.4%
Special Events			
6012 Special Events	7,874.98	25,000.00	31.5%
Total Special Events	7,874.98	25,000.00	31.5%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	83,372.44	150,000.00	55.6%
5904 Electric	16,723.20	27,000.00	61.9%
5906 Gas	2,009.04	3,000.00	67.0%
5908 Street Lighting	28,494.35	45,000.00	63.3%
5910 Telephone	36,168.58	45,000.00	80.4%
5912 Water	18,324.74	25,000.00	73.3%
Total Utilities & Maintenance	185,092.35	295,000.00	62.7%
Total Expense	4,686,407.76	11,419,235.89	41.0%
Net Ordinary Income	1,558,147.82	0.00	100.0%
Net Income	1,558,147.82	0.00	100.0%

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

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5022 Parks and Rec Improvements				
Bill	04/22/2024	Invoice...	Halff Associates, Inc.	1,633.45
Bill	04/30/2024	Invoice...	Denton Electric, Inc.	9,274.36
Total 5022 Parks and Rec Improvements				10,907.81
5026 Fleet Vehicles				
Check	04/16/2024	5542	Superior Automotive Group	87,560.00
Check	04/22/2024	Debit	Enterprise Fleet Management	4,275.60
Total 5026 Fleet Vehicles				91,835.60
Total Capital Outlay				102,743.41
General Government				
5210 Dues & Memberships				
Check	04/08/2024		Texas Municipal League	1,521.00
Total 5210 Dues & Memberships				1,521.00
5212 EDC Tax Payment				
Check	04/12/2024		Hickory Creek Economic Development	22,691.45
Total 5212 EDC Tax Payment				22,691.45
5218 General Communications				
Bill	04/22/2024	Invoice...	CivicsPlus	2,890.00
Total 5218 General Communications				2,890.00
Total General Government				27,102.45
Municipal Court				
5324 State Court Costs				
Check	04/30/2024		State Comptroller	78,439.24
Total 5324 State Court Costs				78,439.24
Total Municipal Court				78,439.24
Personnel				
5510 Health Insurance				
Check	04/02/2024		Renaissance Life & Health Insurance	1,277.27
Check	04/22/2024	Debit	Cigna	21,055.77
Total 5510 Health Insurance				22,333.04
5518 Retirement (TMRS)				
Check	04/02/2024	Debit	TMRS	22,506.15
Total 5518 Retirement (TMRS)				22,506.15
5520 Unemployment (TWC)				
Check	04/24/2024		Texas Workforce Commission	3,046.80
Total 5520 Unemployment (TWC)				3,046.80
Total Personnel				47,885.99
Police Department				
5602 Auto Gas & Oil				
Check	04/29/2024	Debit	WEX Bank	4,533.98
Total 5602 Auto Gas & Oil				4,533.98
5606 Auto Maintenance & Repair				
Bill	04/02/2024	R.O.# ...	Christian Brothers Automotive	2,649.53
Bill	04/09/2024	R.O.# ...	Christian Brothers Automotive	2,247.99

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

Type	Date	Num	Name	Amount
Bill	04/22/2024	R.O.# ...	Christian Brothers Automotive	3,806.05
			Total 5606 Auto Maintenance & Repair	8,703.57
			5612 Computer Hardware/Software	
Bill	04/09/2024	Inv IN...	Lexipool, LLC	1,129.81
Bill	04/22/2024	Invoice...	CloudGavel LLC	1,200.00
			Total 5612 Computer Hardware/Software	2,329.81
			5636 Uniforms	
Bill	04/02/2024	Invoice...	Angel Armor	1,783.97
			Total 5636 Uniforms	1,783.97
			5640 Training & Education	
Check	04/08/2024	Debit	Gracie University Store	1,500.00
			Total 5640 Training & Education	1,500.00
			Total Police Department	18,851.33
			Public Works Department	
			5704 Animal Control Equipment	
Check	04/05/2024	Debit	Ferguson	2,985.54
			Total 5704 Animal Control Equipment	2,985.54
			5710 Auto Gas & Oil	
Check	04/29/2024	Debit	WEX Bank	1,124.16
			Total 5710 Auto Gas & Oil	1,124.16
			5714 Auto Maintenance/Repair	
Bill	04/08/2024	Invoice...	Discount Tire	1,021.20
			Total 5714 Auto Maintenance/Repair	1,021.20
			5718 Computer Hardware/Software	
Bill	04/02/2024	Invoice...	Tyler Technologies	1,200.00
Bill	04/02/2024	Invoice...	Tyler Technologies	1,500.00
			Total 5718 Computer Hardware/Software	2,700.00
			5722 Equipment	
Deposit	04/12/2024		Deposit	-6,290.00
			Total 5722 Equipment	-6,290.00
			5724 Equipment Maintenance	
Bill	04/02/2024	Inv 23...	United Rentals	1,039.04
Bill	04/22/2024	Invoice...	Altec Industries, Inc.	5,570.00
			Total 5724 Equipment Maintenance	6,609.04
			5748 Landscaping Services	
Bill	04/09/2024	Invoice...	D & D Commercial Landscape Management	10,215.47
			Total 5748 Landscaping Services	10,215.47
			Total Public Works Department	18,365.41
			Services	
			5804 Attorney Fees	
Bill	04/02/2024	Accou...	Hayes, Berry, White & Vanzant	3,744.00
Check	04/10/2024		Law Office of Dorwin L. Sargent III, PLLC	7,804.50
Check	04/11/2024		Law Office of Dorwin L. Sargent III, PLLC	9,322.50
Check	04/15/2024		Law Office of Dorwin L. Sargent III, PLLC	5,816.25
			Total 5804 Attorney Fees	26,687.25
			5814 Engineering	
Bill	04/22/2024	Invoice...	Half Associates, Inc.	9,747.11

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

Type	Date	Num	Name	Amount
Bill	04/22/2024	Invoice...	Half Associates, Inc.	1,939.32
Bill	04/22/2024	Invoice...	Half Associates, Inc.	5,821.43
Total 5814 Engineering				17,507.86
5826 Municipal Judge				
Check	04/01/2024		The Law Office of Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00
Total Services				45,245.11
Utilities & Maintenance				
5904 Electric				
Check	04/24/2024	Debit	Hudson Energy Services, LLC	2,145.73
Total 5904 Electric				2,145.73
5908 Street Lighting				
Check	04/24/2024	Debit	Hudson Energy Services, LLC	3,879.74
Total 5908 Street Lighting				3,879.74
5910 Telephone				
Check	04/01/2024	Debit	Lumen-CenturyLink	2,318.88
Check	04/30/2024	Debit	Lumen-CenturyLink	1,196.51
Total 5910 Telephone				3,515.39
Total Utilities & Maintenance				9,540.86
Total Expense				348,173.80
Net Ordinary Income				-348,173.80
Net Income				-348,173.80



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 04/01/2024 - 04/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4544%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 4/30/24 WAS 0.999925.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			1,501,411.45
04/30/2024	MONTHLY POSTING	9999888	6,730.96	1,508,142.41
	ENDING BALANCE			1,508,142.41

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	1,501,411.45
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6,730.96
ENDING BALANCE	1,508,142.41
AVERAGE BALANCE	1,501,411.45

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	27,088.92



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: 04/01/2024 - 04/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4544%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 4/30/24 WAS 0.999925.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,409.37
04/30/2024	MONTHLY POSTING	9999888	46.71	10,456.08
	ENDING BALANCE			10,456.08

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	10,409.37
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	46.71
ENDING BALANCE	10,456.08
AVERAGE BALANCE	10,409.37

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	187.85



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276016

ACCOUNT NAME: CORONAVIRUS LOCAL RECOVERY FUNDS

STATEMENT PERIOD: 04/01/2024 - 04/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4544%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 4/30/24 WAS 0.999925.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			61,403.38
04/30/2024	MONTHLY POSTING	9999888	275.29	61,678.67
	ENDING BALANCE			61,678.67

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	61,403.38
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	275.29
ENDING BALANCE	61,678.67
AVERAGE BALANCE	61,403.38

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	686,932.64	7,108.84



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: 04/01/2024 - 04/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4544%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 4/30/24 WAS 0.999925.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			87,348.73
04/30/2024	MONTHLY POSTING	9999888	391.58	87,740.31
	ENDING BALANCE			87,740.31

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	87,348.73
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	391.58
ENDING BALANCE	87,740.31
AVERAGE BALANCE	87,348.73

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	1,575.96



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: 04/01/2024 - 04/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4544%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 4/30/24 WAS 0.999925.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			11,995,281.71
04/02/2024	ACH WITHDRAWAL	6163655	150,000.00 -	11,845,281.71
04/30/2024	MONTHLY POSTING	9999888	53,125.90	11,898,407.61
	ENDING BALANCE			11,898,407.61

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	11,995,281.71
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	150,000.00
TOTAL INTEREST	53,125.90
ENDING BALANCE	11,898,407.61
AVERAGE BALANCE	11,850,281.71

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,807,133.81	625,600.00	207,264.12



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: 04/01/2024 - 04/30/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4544%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 4/30/24 WAS 0.999925.

MONTHLY ACTIVITY DETAIL

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

	BEGINNING BALANCE			103,107.91
04/30/2024	MONTHLY POSTING	9999888	462.25	103,570.16
	ENDING BALANCE			103,570.16

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	103,107.91
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	462.25
ENDING BALANCE	103,570.16
AVERAGE BALANCE	103,107.91

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,860.23

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2024-0513-1**

A RESOLUTION DESIGNATING THE BUSINESS OF THE YEAR AWARD

WHEREAS, existing businesses contribute significantly to the local quality of life through corporate and employee community service; and

WHEREAS, existing businesses support community charitable, social, civic, and cultural organizations with no recognition expected; and

WHEREAS, existing businesses provide the foundation for a strong, diversified economic base; and

WHEREAS, the efforts and contributions of these professionals to the town's progress are significant; and

WHEREAS, since 1963, the Town of Hickory Creek has flourished due to the dedicated efforts of its businesses; and

WHEREAS, Don Camillo Tuscan Grill has supported activities in our community; and because of their continued contributions to our community, the town council would like to designate a business to receive the distinguished honor of being formally recognized as **BUSINESS OF THE YEAR**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE 2023 BUSINESS OF THE YEAR AWARD BE GIVEN TO DON CAMILLO TUSCAN GRILL.

PASSED AND APPROVED by the Hickory Creek Town Council this 13th day of May, 2024.

APPROVED:

Lynn C. Clark., Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2024-0513-2**

A RESOLUTION DESIGNATING THE CITIZEN OF THE YEAR AWARD

WHEREAS, the Town of Hickory Creek was duly incorporated in 1963; and was organized by a group of volunteer citizens; and

WHEREAS, since 1963, the Town of Hickory Creek has flourished due to our loyal citizens who have dedicated their time and efforts in order that Hickory Creek may continue to be a viable, thriving community; and

WHEREAS, a citizen who has made a positive impact on our community to enhance the lives of others, should be recognized and commended; and

WHEREAS, the citizen recognized below has a distinguished history of service to both the Town of Hickory Creek and its citizens; and

WHEREAS, because of the continued dedication and efforts to serve the Town of Hickory Creek, the town council wishes to designate an individual to receive the distinguished honor of being formally recognized as **CITIZEN OF THE YEAR**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE 2023 CITIZEN OF THE YEAR AWARD BE GIVEN TO DINAH STULTS.

PASSED AND APPROVED by the Hickory Creek Town Council this 13th day of May, 2024.

APPROVED:

Lynn C. Clark., Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2024-0513-3**

A RESOLUTION DESIGNATING THE FEMALE ATHLETE OF THE YEAR

WHEREAS, we realize that participation in organized athletics helps build character and teaches a wholesome sense of good sportsmanship among our youth; and

WHEREAS, to really excel in any one sport, a young person must demonstrate, in addition to a great deal of natural ability, an outstanding spirit of dedication, enthusiasm, hard work; and

WHEREAS, the Town of Hickory Creek urges our community to reward students who believe in themselves, each other and the future;

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school athlete who has shown exceptional sportsmanship during the year to receive the distinguished honor of being formally recognized as **FEMALE ATHLETE OF THE YEAR FOR 2024**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE FEMALE ATHLETE OF THE YEAR AWARD BE GIVEN TO ABBY KELL.

PASSED AND APPROVED by the Hickory Creek Town Council this 13th day of May, 2024.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2024-0513-4**

A RESOLUTION DESIGNATING THE MALE ATHLETE OF THE YEAR

WHEREAS, we realize that participation in organized athletics helps build character and teaches a wholesome sense of good sportsmanship among our youth; and

WHEREAS, to really excel in any one sport, a young person must demonstrate, in addition to a great deal of natural ability, an outstanding spirit of dedication, enthusiasm, hard work; and

WHEREAS, the Town of Hickory Creek urges our community to reward students who believe in themselves, each other and the future;

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school student who has shown exceptional sportsmanship during the year to receive the distinguished honor of being formally recognized as **MALE ATHLETE OF THE YEAR FOR 2024**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE MALE ATHLETE OF THE YEAR AWARD BE GIVEN TO HUMPHREY KAKUBA.

PASSED AND APPROVED by the Hickory Creek Town Council this 13th day of May, 2024.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2024-0513-5**

**A RESOLUTION DESIGNATING THE LAKE DALLAS HIGH SCHOOL
SCHOLAR OF THE YEAR**

WHEREAS, the Town of Hickory Creek recognizes the contribution of our youth to our community and the important role they serve in our society; and

WHEREAS, education is a never-ending process, and those individuals who are the most content are those who continue to develop their intellectual capacities, grow with the time in which they live, and work to achieve their highest potential; and

WHEREAS, the accomplishments and achievements of our youth deserve recognition and praise; and

WHEREAS, these students distinguish themselves not only as outstanding students and leaders but as an outstanding example to the youth of our community; and

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school student who has shown excellence in areas of academics and leadership to receive the distinguished honor of being formally recognized as **LAKE DALLAS HIGH SCHOOL SCHOLAR OF THE YEAR FOR 2024**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE LAKE DALLAS HIGH SCHOOL SCHOLAR OF THE YEAR AWARD BE GIVEN TO ALEXIS MABBUN.

PASSED AND APPROVED by the Hickory Creek Town Council this 13th day of May, 2024.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2024-05-____**

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

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

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

WHEREAS, the Town Council desires to re-appoint the current Presiding Judge and appoint an Associate Judge to its Municipal Court of Record No. 1 for a term that coincides with the current term of the Mayor of the Town of Hickory Creek, Texas; and

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

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
FINDINGS**

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

**SECTION 3
APPOINTMENT**

The following qualified individuals are hereby re-appointed and appointed by the Town of Hickory Creek for a term to coincide with the current term of the current Mayor of the Town of Hickory Creek, Texas:

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

SECTION 4
ENGROSSMENT AND ENROLLMENT

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

SECTION 5
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 13th day of May, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0513-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND CYNTHIA BURKETT FOR MUNICIPAL JUDGE SERVICES AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Cynthia Burkett (hereinafter the “Agreement”) to provide duties as Municipal Judge, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 13th day of May, 2024.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS §

COUNTY OF DENTON §

AGREEMENT

This Agreement ("Agreement"), is made and entered into effective May 13, 2024 (the "Effective Date") by and between the Town of Hickory Creek, Texas, a Texas municipal corporation, hereinafter called "Town" and Cynthia Burkett, hereinafter called "Judge" both of whom agree as follows:

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

WHEREAS, Judge desires to accept re-appointment as Presiding Judge and continue her duties as Presiding Judge of Hickory Creek Municipal Court of Record No. 1; and

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

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

SECTION 1. DUTIES.

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

SECTION 2. TERM.

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

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

SECTION 3. SEPARATION.

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

SECTION 4. COMPENSATION.

- A. Town agrees to pay Judge for her services rendered pursuant hereto at the rate of \$1,050.00 per month, payable in installments at the same time as other contractors of the Town are paid. Notwithstanding the foregoing, in any month where the Judge does not attend a regularly scheduled docket, the Town agrees to pay Judge \$950.00 per month.
- B. Judge shall not be entitled to any employee benefits including but not limited to vacation leave, sick leave, retirement and pension system contribution, holidays, health insurance, long-term disability insurance, or retirement under the Texas Municipal Retirement System. Judge is a contractor, and not an employee of the Town.

SECTION 5. PERFORMANCE EVALUATION.

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

SECTION 6. BONDING.

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

SECTION 7. GENERAL PROVISIONS.

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

SECTION 8. APPROPRIATIONS.

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

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

TOWN OF HICKORY CREEK

Lynn C. Clark, Mayor

Cynthia Burkett Judge, Presiding Judge

ATTEST:

Kristi K. Rogers, Town Secretary

APPROVED AS TO LEGAL FORM:

Dorwin L. Sargent, III, Town Attorney

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0513-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND KRISTEN HOMYK FOR MUNICIPAL JUDGE SERVICES AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Kristen Homyk (hereinafter the “Agreement”) to provide duties as Associate Municipal Judge, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 13th day of May, 2024.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS §

COUNTY OF DENTON §

AGREEMENT

This Agreement ("Agreement"), is made and entered into effective May 4, 2024 (the "Effective Date") by and between the Town of Hickory Creek, Texas, a Texas municipal corporation, hereinafter called "Town" and Kristen Leigh Homyk of Peace & Associates, PLLC, hereinafter called "Judge" both of whom agree as follows:

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

WHEREAS, Judge desires to accept appointment as Associate Judge and start her duties as Associate Judge of Hickory Creek Municipal Court of Record No. 1 on May 13, 2024; and

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

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

SECTION 1. DUTIES.

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

SECTION 2. TERM.

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

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

SECTION 3. SEPARATION.

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

SECTION 4. COMPENSATION.

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

SECTION 5. PERFORMANCE EVALUATION.

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

SECTION 6. BONDING.

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

SECTION 7. GENERAL PROVISIONS.

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

SECTION 8. APPROPRIATIONS.

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

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

TOWN OF HICKORY CREEK

Lynn C. Clark, Mayor

Kristen Homyk, Associate Judge

ATTEST:

Kristi K. Rogers, Town Secretary

APPROVED AS TO LEGAL FORM:

Dorwin L. Sargent, III, Town Attorney

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0513-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF HICKORY CREEK, TEXAS, NOMINATING ONE
CANDIDATE TO A SLATE OF NOMINEES FOR 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 **NOMINATES** Jim Carter as a candidate for appointment to the Board of Managers for the Denco Area 9-1-1 District.

Section 2

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

PASSED AND APPROVED this the 13th day of May, 2024

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

APPROVED AS TO FORM:

Kristi K. Rogers, Town 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 Municipal Jurisdictions

FROM: Gregory S. Ballentine, Executive Director

DATE: April 1, 2024

RE: Nomination for the Denco Area 9-1-1 District Board of Managers

Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have “two members appointed jointly by all the participating municipalities located in whole or part of the district.” The enclosed resolution describes the appointment process of a municipal representative.

Each year on September 30th, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Jim Carter. Members are eligible for consecutive terms and Mr. Carter has expressed his desire to serve another term.

Denco requests the following actions by the governing bodies of each of the 32 municipalities in the district:

- 1. Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. Nominees are historically current or former elected officials in the district; however, there are no official prerequisites. **For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. May 31, 2024.** No nominations shall be considered after that time.
- 2. Future Action (Vote):** On June 3, 2024, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. **Written notice of the council’s selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on July 31, 2024.** No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee.
- 3. Process Closure (Results):** The candidate with the most votes will be the municipalities’ representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2024.

Please send a copy of your council’s official action and candidate résumé to the Denco Area 9-1-1 District, **1075 Princeton Street, Lewisville, TX 75067** or to Melinda Camp at melinda.camp@denco.org. Denco staff will acknowledge receipt and sufficiency of the submitted documents. **If that acknowledgement is not received within one (1) business day, or you have any other questions, please contact Ms. Camp at 972-221-0911.** As a courtesy, Denco will provide notification of your council’s action to the nominee.

Thank you for your support of the Denco Area 9-1-1 District.

Enclosure

DENCO AREA 9-1-1 DISTRICT

RESOLUTION

DEFINING PROCEDURE FOR APPOINTMENT OF PARTICIPATING MUNICIPALITIES' REPRESENTATIVE TO THE DISTRICT BOARD OF MANAGERS

WHEREAS, this resolution shall take the place of Resolution 1999.02.04.R01 by the same title; and

WHEREAS, Chapter 772, Texas Health and Safety Code provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district."; and

WHEREAS, each member serves a term of two years beginning on October 1st of the year member is appointed; and

WHEREAS, one member representing participating municipalities is appointed each year.

NOW, THEREFORE BE IT RESOLVED BY THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS:

The procedure for participating municipalities to appoint a representative to the Denco Area 9-1-1 District Board of Managers shall be the following:

1. **Nominate Candidate:** Prior to April 1st of each year, the executive director shall send a written notice to the mayor of each participating municipality advising that nominations are being accepted until May 31st of that same year, for one of the municipal representatives to the Denco Area 9-1-1 District Board of Managers. The notice shall advise the mayors that for a nomination to be considered, written notification of council action must be received at the Denco office prior to 5:00 p.m. on May 31st of that year. No nominations shall be considered after that time.
2. **Vote for Candidate:** On June 1st of each year, the executive director shall send written notice to the mayor of each participating municipality, providing the slate of nominees to be considered for appointment to the Denco Area 9-1-1 District Board of Managers for the term beginning October 1st. The notice shall advise the mayor that the city/town council shall vote, by resolution from such city/town, for one of the nominees. Written notice of the council's selection must be received at the district office by 5:00 p.m. on July 31st. No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee.
3. **Tally Votes:** The one nominee with the most votes received by the deadline will be the municipal representative appointed for the two-year term beginning October 1st.
4. **Tie Breaker:** If there is a tie between two candidates with the most votes, a runoff election will be held immediately with the candidate receiving the most votes serving the remainder of the term. The incumbent representative shall serve in that position until replaced.

APPROVED and ADOPTED on this 30th day of January 2020.



Chairman of the Board



Secretary of the Board



- AMENITIES LIST:**
1. BENCH
 2. FENCING
 3. DOG PARK
 4. FIRST RESPONDER MEMORIAL
 5. FLEX SPACE
 6. PLAZA SPACES
 7. LEISURE CENTER
 8. OVERLOOK
 9. BRIDGE
 10. WATER FEATURE
 11. GAZEBO
 12. PICKLEBALL
 13. ENTRY ARCH
 14. RAISED CROSSWALK
 15. GATE HOUSE
 16. SEAT WALL
 17. FOOD TRUCK AREA
 18. PARKING
 19. STORAGE
 20. NEW GAGA BALL
 21. EXISTING GAGA BALL
 22. NEW PLAYGROUND
 23. EXISTING PLAYGROUND
 24. BASKETBALL COURT
 25. PAVILION
 26. FOUNTAIN
 27. CORNHOLE
 28. FIREPIT
 29. FLEX SEATING
 30. FLEX FIELD
 31. TENNIS COURTS
 32. TABLES
 33. TRELLIS LIVING SCREEN



LEISURE CENTER MASTER PLAN

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



May 8, 2024

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

Re: Bid No. 2024-01: Sycamore Bend Road Repair – Capko Concrete Structures, LLC References

Dear Mr. Smith:

Bids for the Sycamore Bend Road Repair project were opened on Thursday, May 2, 2024, at the Town of Hickory Creek. Bids were received from Ten (10) different bidders and ranged from high bid of \$1,714,483.00 to a low bid of \$346,697.50. Capko Concrete Structures, LLC. (Capko) was the apparent low bidder. The Town of Hickory Creek (Town) asked Halff Associates, Inc. (Halff) to review the qualifications and references of the apparent low bidder. In response to this request, Halff personnel reached out to four (4) municipality and three (3) municipal utility district references that had similar project scope, scale and contract price to the Sycamore Bend Road Repair project and received a response back from the City of Southlake about the projects performed by Capko, the quality of the construction services, safety compliance and overall satisfaction. It should be noted that Capko had previously completed infrastructure construction projects for each of these cities, as well as for the Town of Hickory Creek, in the past.

Capko has previously completed an infrastructure project for the Town of Hickory Creek for the Shorehaven Drainage Project, Bid No. 2021-03, in 2021. In 2021, Halff had contacted three references for Capko, Cody Richter with McKinney National Airport, Steven Cherry with City of Richardson, and Reggie Johnson with City of Irving. It was noted then that all three references agreed that Capko works well with residents and business owners, assures that safety is the number one priority on site, and aims to finish the scope of work on or ahead of time.

Halff personnel spoke with Bryan Ahumada, PE, City Engineer for the City of Southlake. Mr. Ahumada discussed Capko's performance on their Dove Creek Trail and West Highland Street Improvements project and he stated he was "extremely satisfied with the quality of work [and that the] overall experience surpassed our expectations." He mentioned Capko's workmanship for paving and drainage improvements was excellent and all construction met specifications. Mr. Ahumada said there were no change orders initiated by the Capko, there were never safety concern, and that project deadline were met and everything was completed on time. When asked about Capko's ability to work with residents and City staff, he stated Capko had "great communication and customer service from the supervisors and crew." Mr. Ahumada ended with this additional comment regarding Capko: "The successful completion of this



project is attributed to the proficient team and effective communication by the Capko team. The team demonstrated a high level of expertise and professionalism and played a crucial role in the timely delivery of the project. Their commitment to excellence and attention to detail were instrumental in ensuring the project's success.”

Section 252.043 in the Local Government Code states if competitive sealed bids are received, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. After considering the purchase price and reputation of the bidders, Halff has determined that Capko Concrete Structures, LLC is the lowest responsible bidder.

Should you have any questions or comments regarding the statements recorded in this letter please feel free to call me at (817) 764-7446.

Sincerely,

HALFF

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

Kevin Gronwaldt, PE, LGPP
Project Manager


Bid Opening: May 2, 2024

Town of Hickory Creek Town Manager: John Smith
 Town of Hickory Creek Director of Public Works: Jeffrey McSpedden
 Halff Associates, Inc. Project Manager: Kevin Gronwaldt, PE

Low Bidder

BID SUMMARY

	Capko Concrete Structure, LLC.	Quick Set Concrete, Inc.	Quality Excavation, LLC
TOTAL BID	\$346,697.50	\$349,986.00	\$376,677.00
Addenda	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
	3H Concrete, Inc.	AT Construction, LLC.	Ed Bell Construction Co.
TOTAL BID	\$421,870.22	\$419,936.00	\$1,714,483.00
Addenda	No	Yes	Yes
Bid Bond	Yes	Yes	Yes
	Axis Contracting, Inc.	HQS	GRod Construction, LLC.
TOTAL BID	\$945,557.38	\$533,243.00	\$688,192.00
Addenda	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
	McMahon Contracting L.P.		
TOTAL BID	\$658,576.70		
Addenda	Yes		
Bid Bond	Yes		

Bids Certified by: 
 Kevin J. Gronwaldt, PE

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-513-__

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 CONCERNING PHONE SYSTEMS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with proposed agreements concerning phone systems from Lumen, attached hereto as Exhibit A, from Pavlov Media, attached hereto as Exhibit B, and from Vested Networks, attached hereto as Exhibit C, each of which are hereby incorporated herein by reference; and

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

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

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

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 13th day of May, 2024.

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

Customer Information	Account Information	Prepared By
Name: Town Of Hickory Creek Primary Contact: Primary Contact Phone: Primary Contact Email: Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 1089062 Billing Account: Billing Address: 1075 RONALD REAGAN AVE HICKORY CREEK, TX 75065 Contract ID#: 1075351 (Internal Use Only)	Name: Sierra Safcik-Eastman Phone: Email: sierra.safcik-eastman@lumen.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Hosted VoIP	1	1075 RONALD REAGAN AVE LCON KRISTI ROGERS 9404972528 HICKORY CREEK TX 75065		Total Seat Band: 1-50 Seats	36 Months	\$0.00	\$0.00	
	14		Seat Type : Basic	Polycom VVX 350	36 Months	\$217.00	\$406.00	\$406.00
	1		Seat Type : Conference Room	Polycom Trio 8300	36 Months	\$37.00	\$29.00	\$29.00
	1		Seat Type : Admin	Polycom VVX 311 w/ 1 Sidecar	36 Months	\$32.00	\$29.00	\$29.00
Service Sub Total:						\$286.00	\$0.00	

"Terms and Conditions for CenturyLink Hosted VoIP Service"

Hosted VoIP terms and conditions are located in the CenturyLink Hosted VoIP Service Exhibit.

1. Hosted VoIP Pricing. Lumen will charge Customer and Customer will pay the rates set forth in this Order and in the Hosted VoIP Service Rate Sheet located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf>. In the event of a conflict, the following order of precedence will apply in descending order of control: this Order, the Hosted VoIP Service Rate Sheet, and any other pricing documents.

1.1 Seat Pricing. Seat pricing tables are found in the Hosted VoIP Service Rate Sheet. Charges are based on the Initial Term length, and the total number of seats across all locations. Customer will review the seat range pricing before making modifications in the VoIP portal.

1.2 Phone Upgrade Pricing. Pricing for phone upgrades is found in the Hosted VoIP Service Rate Sheet.

1.3 Additional Charges. Please see the Hosted VoIP Service Rate Sheet for additional charges, which includes pricing for additional features such as Hunt Groups, Auto Attendant, Receptionist Web Console, Business Communicator, Voice Mail Seats, Available TNs, white page listings, and directory assistance; the terms and pricing for LD/TF Offer; Upgrade/MACD charges; and other charges. Any reference to "Basic White Page Listing" in the table above is also known as "Basic business white page listing" in the Hosted VoIP Service Rate Sheet.

1.4 MACD. In the event customer chooses to move, add, change or delete a Hosted VoIP Service or a portion of such Service, Customer must access the VoIP portal at <https://centurylink.com/voip> to place orders. Modifications made by Customer in the VoIP portal may impact pricing for Services ordered under this Order.

1.5 911. Service is subject to the 911 Emergency Service Acknowledgment below.

911 EMERGENCY SERVICE ACKNOWLEDGMENTS:

Customer Initials: _____

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF

LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT
<http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 286.00	\$ 0.00

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order, will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedules(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard applicable Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.lumen.com/login>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

Customer: Town Of Hickory Creek

Authorized Signature

Name Typed or Printed

Title

Date



Campus Communications Group
 P.O. Box 25
 Champaign IL 61824
 United States



Prepared by:
 Christopher Reynolds
 ☎ 214.550.4903
 ✉ creynolds@pavlovmedia.com

Bill To:
 Town of Hickory Creek
 📍 1075 Ronald Reagan Ave
 Hickory Creek TX 75065
 United States
 ☎ (000) 000-0000

Site Address:
 Town of Hickory Creek - City
 Buildings Phones
 1075 Ronald Reagan Ave
 Hickory Creek TX , 75065

Monthly Service - Contract Term: 2 Years From Effective Date

Description	Quantity	Unit Price	Amount
PBX Base Package	1.00 Units	15.00	\$ 15.00
Yealink T46U Phone Rental	16.00 Units	8.00	\$ 128.00
Extension	16.00 Units	10.00	\$ 160.00
Call Path - Simultaneous Phone Calls	7.00 Units	20.00	\$ 140.00
Ported Phone Number	21.00 Units	3.00	\$ 63.00
Location	1.00 Units	2.00	\$ 2.00
Phone Service Monthly Discount	1.00 Units	-131.00	\$ -131.00
Titanium VFAX - Faxing solution for outbound and inbound, via emails and PDFs	1.00 Units	15.00	\$ 15.00
Monthly Total			\$ 392.00

One-Time Services

Description	Quantity	Unit Price	Amount
Grandstream HT812 - VoIP Analog Phone Adapter	1.00 Units	60.00	\$ 60.00
DID Port Fee (Per DID ported)	22.00 Units	15.00	\$ 330.00
Setup Fee Per Device	13.00 Units	0.00	\$ 0.00
One-Time Total			\$ 390.00

Information:

888-799-7249 sales@ccgfiber.com <https://www.ccgfiber.com> EIN: 54-2052621



Campus Communications Group

P.O. Box 25

Champaign IL 61824

United States

Quote # SO6999

Quote Date: 03/22/2024 11:34:39 AM

Payment Terms: Net 10

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from third party pricing errors.

Signature: _____

Date: _____



Campus Communications Group

P.O. Box 25

Champaign IL 61824

United States

General Terms and Conditions Business to Business (B2B)

Note that the following Terms and Conditions apply to all commercial customers of Pavlov Media, Inc., its affiliates and subsidiaries hereinafter referred to as "Company". Link to accept these General Terms and Conditions in order to obtain service is:

<https://www.pavlovmedia.com/general-terms-and-conditions>

1. Definitions:

- a. "User". A user of the services offered may be considered "User", "Client" or "End User".
- b. "Client". An individual or entity who purchases services, utilizes services and pays invoices and may allow access downstream to others.
- c. "End User". An individual or entity who takes advantage of or utilizes services whether as the Client or as a User downstream of client.

2. Representations and Warranties of User: User represents, warrants and agrees that:

- a. A User will comply with this Agreement and accept all responsibility and liability for their actions.
- b. User has full power and authority to enter into this Agreement and to meet the terms and conditions of the Contract, to grant the licenses provided in this agreement, and the person signing the Contract on behalf of a Client is authorized to bind a Client.
- c. User is under no obligation, contractual or otherwise, to grant, and has not granted, to any third party the right to provide the services at the Property or any other rights that would prevent User from performing its obligations under this Agreement.
- d. User is responsible for providing Company all contact information as required.
- e. User agrees that User is purchasing the products and services for User's internal use only, with the approved exception of allowing selected end users to utilize their network. User understands that it is barred and shall not resell, transfer or make any changes to the products or services without advance written permission of Company for any other use than the utilization of selected users which is hereby approved. User may not attempt any technological measures to utilize or control access to the service.
- f. Client shall be responsible for any damages caused by Client, its employees or agents to any products or services, or to Company's network, including, but not limited to the conduit or fiber cabling of Company or its subsidiaries. Client agrees to immediately notify Company of any modifications, installations or services performed on the network by any non-Company employee or non-Company affiliated entity.
- g. Client agrees to provide Company or its agents with the appropriate personnel for assistance or decision-making as required by Company or its agents to perform tasks or provide services, hardware or software as outlined herein.
- h. Client shall provide adequate work space, heat, light, ventilation, electric current and outlets, internet, remote access or other necessary tools as required by Company or its agents to install, provide or maintain services, software, or hardware.
- i. Client grants Company and its representatives, subcontractors, agents and employees a nonexclusive license to enter necessary portions of the Property (subject to the terms of applicable leases and other covenants, conditions, restrictions, and existing and future encumbrances of record validly affecting title to the Property) for the purpose of installing, operating, maintaining, repairing and removing facilities of Company or its agents.
- j. Client grants Company and its agents an exclusive license to install, attach, and maintain all necessary facilities to perform the services, hardware, and software.
- k. Client further represents that it is empowered and authorized to fulfill the foregoing responsibilities, particularly the grant of the license to access the Property and to install, attach and maintain facilities.

3. Representation and Warranties of Company:

a. **Technical and Administrative Support:** During the term of this Agreement, Company shall provide technical and administrative support on an as-is, as available basis via telephone to Client during the hours indicated at www.pavlovmedia.com. Company reserves the right to adjust and/or reduce these hours at its sole discretion at any time without prior notice to Client. The technical support provided by Company applies strictly and specifically to the products and services provided by Company. If Client requests for technical support exceeds that of similarly situated customers or is outside the scope of our free technical support, Company reserves the right to deny service related to such request. Company is not responsible for the functionality of the Client's equipment or devices or the infrastructure of any Property where services are provided, including, but not limited to, wiring, wall plates, and patch panels that were installed and/or maintained by Clients or a third party, including the owner of the Property, and will not provide technical support related solely to Client's equipment or devices. Furthermore, Client agrees to treat Company support personnel with normal courtesy and respect in all interactions and acknowledges that repeated episodes (i.e., more than one) of disrespectful, abusive, argumentative, disruptive or similar behaviors directed towards Company support personnel, in the sole discretion and judgment of Company, will result in the termination of support services to Client. Under these circumstances, if Company restricts or terminates support services to Client, Client acknowledges and agrees that no credits, refunds, or discounts will be provided to Client as a result of these actions and all other Terms and Conditions of this Agreement remain in full force and effect.



Campus Communications Group

P.O. Box 25

Champaign IL 61824

United States

b. **Bandwidth:**

Service	Availability	MTTR	Latency	Packet Loss	Jitter
DIA/Ethernet (Metro & Regional Services)	End to End: 99.7%	Restore: Priority 1 Outage within 4 hours	50ms (Round Trip)	<.01>	N/A

c. **Priority Classification:** Company will classify Service Disruptions (as defined below) as follows:

Priority	Criteria
Priority 1	a. Total loss of service ("Priority 1 Outage") b. Service degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing.
Priority 2	Degraded Service where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service. b. A single non-circuit specific quality of Service inquiry.

d. **Network Maintenance:** Customer understands that from time to time, Company will perform routine network maintenance for network improvements and preventative maintenance, and in some cases, Company will have to perform urgent network maintenance, which will usually also be conducted within the routine maintenance windows. Company will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for the routine maintenance and if commercially practicable, will provide notice of urgent maintenance. In no event shall any routine or urgent network maintenance be calculated against the foregoing outage measurements. Maintenance Windows: Routine maintenance is typically performed during the following maintenance windows: Monday -- Sunday 12 am --6 am, Local Time.

e. **Service Disruption of Network Availability:** A "Service Disruption" is defined as a disruption or degradation that interferes with the ability of a Company network hub to (i) transmit and receive network traffic on a Customer's dedicated access port; and (ii) exchange network traffic with another Company network hub. Service Disruptions include Priority 1 Outages. Service Disruptions exclude planned outages and routine maintenance (Planned Outage), service problems resulting from acts or omissions of Customer, Customer equipment failures and a Force Majeure Event. Company will use commercially reasonable efforts to provide Customer with advance notice of any known or anticipated Planned Outage.

f. **Network Availability:** Company calculates Network Availability as the total number of minutes the circuit is up (other than a Priority 1 Outage) in a calendar month for a specific Customer connection, divided by the total number of minutes in a calendar month..

g. **Network Availability Goal:** Although Company's Network Availability will be 99.7%, Company's monthly Network Availability Goal is 99.97%. The following table contains examples of the percentage of Network Availability translated into minutes of up time and downtime for the 99.97% Network Availability Target..

% by days per month	Total Minutes/Month	Minutes Up	Minutes Down
99.97% for 31 days	44,640	44,626	14
99.97% for 30 days	43,200	43,187	13
99.97% for 29 days	41,760	41,747	13
99.97% for 28 days	40,320	40,307	13



Campus Communications Group

P.O. Box 25

Champaign IL 61824

United States

h. **Service Credits:** Service Credits shall be Customer's sole right and remedy for Company's failure to provide the Service(s). In no circumstance shall damages exceed three times the monthly recurring charges as defined in the Company's Contract. Service credits for Service Disruption shall be calculated as follows: the Monthly Service Fee divided by 30 days (average days in one month) equals the average daily rate, which is then divided by 24 hours in one day to arrive at the Average Service Hour Rate.

i. **Latency:** Latency is the average roundtrip network delay, measured every 5 minutes, to adequately determine a consistent average monthly performance level for latency at the relevant Company Hub/Pop. The Roundtrip Delay is expressed in milliseconds (ms). The observation period is one calendar month. For DIA, Company measures latency using a standard 64byte ping from Customer premise device to the Company Internet access router in a round trip fashion. For Ethernet, Company measures latency using a standard 64byte ping from Customer premise device between site A and site Z. Company calculates Latency as follows: Latency = Sum of **Roundtrip Delay for relevant Hub-Hub connections**.

j. **Packet Loss:** Packet Loss is defined as the average number of packets that are more successfully received. Packet Loss is the average ratio of total packets that are sent compared to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point (network edge to network edge).

1. Packet Loss is calculated as follows: **Packet Loss (%) = 100 (%) - Packet Delivery (%)**

k. **Mean Time To Restore ("MTTR"):** The Mean Time To Restore ("MTTR") measurement for a Service is the cumulative length of times it takes to restore service for Priority 1 Outage for a specific connection in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for that connection.

1. Company calculates MTTR per calendar month as follows: **Cumulative length of response time to Priority 1 Outage(s) per connection.**
2. **Total number of Priority 1 Outage trouble tickets per connection.**

4. Use of Services:

- a. **Legal Compliance:** Client represents that all users will use the services, software, and hardware in a manner consistent with all applicable laws. Any action or deviation from applicable law, or in Company's determination compromises or threatens the security of Company's business, its vendors, its other customers or the services, software, and hardware, whether directly or indirectly, is strictly prohibited and permits Company to suspend or terminate the services without prior notice, at the sole discretion of Company. Furthermore, any direct or indirect violation of applicable laws and in the sole discretion of Company, based upon knowledge, information and belief, may cause Company to withhold and not accept any messages or content that Company reasonably believes contains inappropriate content or that is, or which could reasonably become the subject of any legal, regulatory, or other governmental proceeding or process, including a law enforcement proceeding, process or inquiry.
- b. **Unauthorized Use:** Company's services, software, and hardware are designed for normal commercial or residential use and are not intended for usage by organizations such as call centers, fax messaging services, telemarketing firms, or resellers or for use without live dialog, such as use by transcription services, intercom or monitoring services, etc. Unauthorized or excessive use beyond that normally experienced by typical, similarly situated business and residential customers may cause network capacity and congestion issues and interfere with distribution of network services and the third-party networks (if applicable) with which Company connects for call initiation and completion services. Such unauthorized or excessive use or any other use of the services, software, and hardware, beyond that of the typical business or residential customer or any action which causes a disruption in the network integrity of Company, or its vendors, whether directly or indirectly, is strictly prohibited and may be cause for termination of services. Following are examples, and not a comprehensive list of, impermissible uses which are not normal use:
 1. Resale to others, except as expressly provided for in this agreement
 2. Auto dialing or fax/voice blasts
 3. Without live dialog, including use as a monitor or for transcription purposes
 4. Continuous or extensive call forwarding
 5. Continuous connectivity
 6. Constant dialing
 7. Iterative dialing
 8. Fax broadcast
 9. Fax blasting
 10. Telemarketing practices that are in violation of any law or regulation; and any other activity that would be inconsistent with small business or residential usage.
 11. Customer may not use Company's services, software or hardware in any way that is illegal, improper or inappropriate such as uses which are threatening, abusive, harassing, defamatory, libelous, deceptive, of invasive of another's privacy.



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5. Voice Services:

- a. Caller name identification (Caller ID) is based on availability of such service from Company's underlying providers. Client acknowledges that such services are not available for all numbers in all serving areas.
- b. **Client acknowledges that each voicemail message recorded by Company shall be retained for a minimum of three (3) months from the date the message was recorded. Company reserves their right to purge all voicemail messages after this minimum retention period.**
- c. **911 Notices, Terms and Conditions, and User Advisory [See sample E911 Advisory at end of this document.]**
 - i. Company Voice services ("Voice") may have the E911 limitations specified as follows.
 1. In order for 911 calls to be properly directed to emergency services, Company must have the correct service address for the caller, including applicable room, floor, or suite numbers. If equipment is moved to a different location without Company's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or may fail altogether. Different equipment may employ different methods of updating address as described in documentation for that equipment; however, all equipment may update the service address by calling 217-353-3026 or emailing phone_techs@pavlovmedia.com. Please note that it may take several days to update a Customer service address in the E911 System.
 2. Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted.
 3. 911 calls may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
 - ii. iFederal Communications Commission regulations require that end user subscribers, such as tenants and employees, be advised "prominently and in plain language, of the circumstances under which E911 service may not be available through the service or may be in some way limited by comparison to traditional E911 service." 47 CFR § 9.11(a)(5)(i); 47 CFR § 9.11(b)(5)(i). Thus, as a condition of its services, Company requires that the Voice Customer:
 1. **Provide to all tenants and/or employees the attached E911 User Advisory at the beginning of their tenancy or employment and annually thereafter; and**
 2. **Require all tenants and/or employees to review and sign the E911 User Advisory at the beginning of their tenancy or employment and annually thereafter; and**
 3. **Maintain on record all signed E911 User Advisories received from your employees and/or tenants.**
 - iii. Federal Communications Commission regulations require that a multi-line telephone system send a 911 notification to a central location at the facility where the system is installed or to another person or organization. This notification must be sent to a location where someone is likely to see or hear it. 47 CFR § 9.16(b)(2). Thus, as a condition of its services, Company requires that the Voice Customer:
 1. **Prepare and return to Company the attached Kari's Law Certification. [Certification link is: [Get form posted on web site and provide url](#).**
 - iv. **E911 Compliance.** Any failure by Customer to comply with these E911 terms and conditions will be considered a material breach of this contract justifying termination. Furthermore, Customer agrees to indemnify Company as follows for any failure to comply with these terms: Customer shall be responsible for and shall defend, indemnify, and hold harmless Company and its employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners and shall reimburse companies for any damages, losses or expenses, penalties, government forfeitures, government fines of any kind including without limitation, reasonable attorneys' fees and costs, interest, penalties, expert witness fees and expenses, and all costs of investigation which may be imposed on, incurred by, or asserted by a third party in connection with any claims, suits, judgments, and causes of action arising out failure to comply with the terms required by the E911 Notices, Limitations, and User Advisory.

6. Payment Options: All fees as noted on foregoing contract will be paid within thirty (30) days of receipt of invoice. The non-recurring charges (NRC) and/or monthly recurring charges (MRC) do not include taxes, fees or other surcharges. Any tariffs or other governmentally imposed charges will be added to invoices. Company agrees to notify Customer of any newly enacted, fees, taxes, tariffs or other surcharges within thirty (3) days of Company receiving the notice of pending imposition. The MRC noted on the foregoing contract shall remain in effect throughout the term of the contract commitment.

7. Term and Termination: These terms and conditions will remain in effect, unless modified by Amendment and mutual agreement, throughout the term as described in the foregoing contract. Once the initial term has expired, this Agreement automatically renews on a month-to-month basis at the current market rate, unless either party provides ninety (90) day notice of its intention to terminate the agreement at the end of the then current term.

>

- a. **Termination for Default.** Any breach of service level commitments shall constitute a material breach by Company. Any breach of financial obligations as noted on the foregoing Contract shall constitute a material breach by Customer. Should either party claim a material breach, a twenty (20) day cure period will be allowed for remedy to the alleged breach. A breach of financial obligations by Customer may result in payment of all remaining monthly fees, plus court costs, if applicable. If Company defaults and is unable to provide a cure during the 20-day period Customer may terminate the Agreement without any penalty and without any further payments to Company.
- b. **Termination for Convenience.** Sixty (60) days' notice is required from Client for termination for convenience. Should that occur, Client agrees to pay 50% of the remaining monthly charges on the then current term.



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8. Renting/Leasing/Purchase Equipment. Leasing and/or purchase Term and Type.

- a. The default lease is for a term specified on page 1 of the agreement. After the end of this term, with notice to terminate the services as required, there is no termination fee due Company.
- b. At the end of the term, Company has the option to purchase all phone equipment initially purchased by Client (buy back) at the end of term. Client is not obligated to sell phone equipment to Company. Both parties will consider depreciation.
- c. If phone equipment is financed and owned by Company, Client will assist Company in retrieving any and all phone equipment within thirty (30) days of contract termination.

9. Risk of Loss. Risk of loss for the Goods will be entirely with the Customer. Customer is responsible for any and all damage of or to the Goods and hereby agrees to pay Company the full cost of any repair and/or replacement. Company will assess the cost, at Company's sole and exclusive discretion, and will provide Customer with an invoice to be paid immediately.

10. Confidentiality. This Confidentiality portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between Client and Company. This agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.

- a. Both parties acknowledge that in the course of providing services, software, and hardware, they each may learn from the other certain non-public personal and otherwise confidential information relating to each party's business, including customers, consumers or employees. Both parties shall regard any and all information it receives, which in any way relates or pertains to each respective business, including its customers, consumers or employees as confidential. Both parties agree that such confidential information remains the property of the originating party.
- b. Both parties shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve this Agreement or as expressly and specifically permitted in writing by the other party or as required by applicable law.
- c. This provision shall survive termination of this Agreement and any other agreements between Client and Company.

11. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed under the laws of the state where the property is located, without regard to conflict of laws principles. All suits, proceedings and other actions relating to, arising out of or in connection with this Agreement, whether founded in contract or tort, shall be submitted to the *in personam* jurisdiction of the courts of the state of Illinois and the exclusive venue for all such suits, proceedings and other actions shall be in circuit court of local county. Each party hereby waives any claim against or objection to *in personam* jurisdiction and venue of such courts. Either party shall have the right to seek specific performance of the provisions of this Agreement without the requirement to post a bond or other monetary obligation.

12. Severability. If any provision of this Agreement should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and the balance of this Agreement shall be interpreted as if such provision were so excluded.

13. Force Majeure. If either party's performance of any of its obligations under this Agreement is interfered with by any reason or any circumstances beyond its control, including, without limitation, fire, explosion, power failure or power surge, acts of God, war, revolution, civil commotion, or requirement of any government or legal body or any representative of any such government or legal body, non-performance of any obligation of a third party contractor, labor unrest, including without limitation, strikes, slowdowns, picketing, boycotts, failures of bandwidth providers, or failures of video programming providers, then that party shall be fully excused from performance on a day-by-day basis to the extent of such interference, and that party shall have no liability nor be in default for any interruption in service.

14. Indemnification. Indemnification and liability of customer client agrees that client shall be responsible for and shall defend, indemnify, and hold harmless company and their employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners and shall reimburse companies for any damages, losses or expenses, penalties, government forfeitures, government fines of any kind including without limitation, reasonable attorneys' fees and costs, interest, penalties, expert witness fees and expenses, and all costs of investigation which may be imposed on, incurred by, or asserted by a third party in connection with any claims, suits, judgments, and causes of action arising out of (a) client's use of the service(s) or equipment; (b) violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights arising from client's use of the service(s) or any unauthorized apparatus or system; (c) any claims or damages arising out of the lack of 911/e911 or dialing associated with a home security, home detention, or medical monitoring system; (d) or in connection with, the transmission by or through the emergency access system of any content, including any breach of user's security on the emergency access system, other than those caused by the gross negligence or willful misconduct of company, or its employees; and (e) client's breach of any provision of client's agreement with company.

15. Attorneys' Fees. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, costs of suit and expenses in addition to any other relief to which such prevailing party may be entitled.

16. Waiver. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right.

17. Assignment. This Agreement may not be assigned by User without the prior written consent of Company. Company may assign this Agreement without User's consent, and without notification.

18. Independent Contractors. This Agreement does not create any agency, partnership, joint venture, or franchise relationship. Neither party has the right or authority to, and shall

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not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.



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19. **CALEA.** Pursuant to the Communications Assistance for Law Enforcement Act (CALEA) (47 U.S.C. §§1001-1010) Company will provide assistance to all local, state and/or federal authorities who provide the company with a Summons and Court Order or a Subpoena. All requests are evaluated and reviewed on a case by case basis in light of any special procedural or legal requirements and applicable laws. For example, lawful demands involving child exploitation, Company will prioritize those demands and make the information available to the National Center for Missing and Exploited Children as required by 18 U.S.C. § 2258A.

20. **Retention of Rights.** Nothing contained in this Agreement shall be construed to limit Company's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Company and its suppliers reserve the right to delete all Client's data, files, electronic messages or other Customer information that is stored on Company's or its suppliers' servers or systems. In addition, Client may forfeit its account's user name and all email, IP and Web space addresses, and voice mail. In the event Client cancels without porting its voice service and the associated telephone number(s) to another service provider, Client will forfeit the telephone number. Company shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

Customer acknowledges that by signing up for services all terms and conditions noted above, plus the E911 Terms and Conditions have been agreed to and understood.



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 P.O. Box 25
 Champaign IL 61824
 United States



Prepared by:
 Christopher Reynolds
 ☎ 214.550.4903
 ✉ creynolds@pavlovmedia.com

Bill To:
 Town of Hickory Creek
 📍 1075 Ronald Reagan Ave
 Hickory Creek TX 75065
 United States
 ☎ (000) 000-0000

Site Address:
 Town of Hickory Creek - City
 Buildings Phones
 1075 Ronald Reagan Ave
 Hickory Creek TX , 75065

Monthly Service - Contract Term: 5 Years From Effective Date

Description	Quantity	Unit Price	Amount
PBX Base Package	1.00 Units	15.00	\$ 15.00
Yealink T46U Phone Rental	16.00 Units	8.00	\$ 128.00
Extension	16.00 Units	10.00	\$ 160.00
Call Path - Simultaneous Phone Calls	3.00 Units	20.00	\$ 60.00
Ported Phone Number	21.00 Units	3.00	\$ 63.00
Location	1.00 Units	2.00	\$ 2.00
Phone Service Monthly Discount	1.00 Units	-130.00	\$ -130.00
Titanium VFAX - Faxing solution for outbound and inbound, via emails and PDFs	1.00 Units	15.00	\$ 15.00

Monthly Total \$ 313.00

One-Time Services

Description	Quantity	Unit Price	Amount
Grandstream HT812 - VoIP Analog Phone Adapter	1.00 Units	0.00	\$ 0.00
DID Port Fee (Per DID ported)	17.00 Units	0.00	\$ 0.00
Setup Fee Per Device	13.00 Units	0.00	\$ 0.00

Information:

Quote # SO6557

Quote Date: 02/01/2024 04:08:01 PM

888-799-7249 sales@ccgfiber.com <https://www.ccgfiber.com> EIN: 54-2052621



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Payment Terms: Net 10

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from third party pricing errors.

Signature: _____

Date: _____



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General Terms and Conditions Business to Business (B2B)

Note that the following Terms and Conditions apply to all commercial customers of Pavlov Media, Inc., its affiliates and subsidiaries hereinafter referred to as "Company". Link to accept these General Terms and Conditions in order to obtain service is:

<https://www.pavlovmedia.com/general-terms-and-conditions>

1. Definitions:

- a. "User". A user of the services offered may be considered "User", "Client" or "End User".
- b. "Client". An individual or entity who purchases services, utilizes services and pays invoices and may allow access downstream to others.
- c. "End User". An individual or entity who takes advantage of or utilizes services whether as the Client or as a User downstream of client.

2. Representations and Warranties of User: User represents, warrants and agrees that:

- a. A User will comply with this Agreement and accept all responsibility and liability for their actions.
- b. User has full power and authority to enter into this Agreement and to meet the terms and conditions of the Contract, to grant the licenses provided in this agreement, and the person signing the Contract on behalf of a Client is authorized to bind a Client.
- c. User is under no obligation, contractual or otherwise, to grant, and has not granted, to any third party the right to provide the services at the Property or any other rights that would prevent User from performing its obligations under this Agreement.
- d. User is responsible for providing Company all contact information as required.
- e. User agrees that User is purchasing the products and services for User's internal use only, with the approved exception of allowing selected end users to utilize their network. User understands that it is barred and shall not resell, transfer or make any changes to the products or services without advance written permission of Company for any other use than the utilization of selected users which is hereby approved. User may not attempt any technological measures to utilize or control access to the service.
- f. Client shall be responsible for any damages caused by Client, its employees or agents to any products or services, or to Company's network, including, but not limited to the conduit or fiber cabling of Company or its subsidiaries. Client agrees to immediately notify Company of any modifications, installations or services performed on the network by any non-Company employee or non-Company affiliated entity.
- g. Client agrees to provide Company or its agents with the appropriate personnel for assistance or decision-making as required by Company or its agents to perform tasks or provide services, hardware or software as outlined herein.
- h. Client shall provide adequate work space, heat, light, ventilation, electric current and outlets, internet, remote access or other necessary tools as required by Company or its agents to install, provide or maintain services, software, or hardware.
- i. Client grants Company and its representatives, subcontractors, agents and employees a nonexclusive license to enter necessary portions of the Property (subject to the terms of applicable leases and other covenants, conditions, restrictions, and existing and future encumbrances of record validly affecting title to the Property) for the purpose of installing, operating, maintaining, repairing and removing facilities of Company or its agents.
- j. Client grants Company and its agents an exclusive license to install, attach, and maintain all necessary facilities to perform the services, hardware, and software.
- k. Client further represents that it is empowered and authorized to fulfill the foregoing responsibilities, particularly the grant of the license to access the Property and to install, attach and maintain facilities.

3. Representation and Warranties of Company:

a. **Technical and Administrative Support:** During the term of this Agreement, Company shall provide technical and administrative support on an as-is, as available basis via telephone to Client during the hours indicated at www.pavlovmedia.com. Company reserves the right to adjust and/or reduce these hours at its sole discretion at any time without prior notice to Client. The technical support provided by Company applies strictly and specifically to the products and services provided by Company. If Client requests for technical support exceeds that of similarly situated customers or is outside the scope of our free technical support, Company reserves the right to deny service related to such request. Company is not responsible for the functionality of the Client's equipment or devices or the infrastructure of any Property where services are provided, including, but not limited to, wiring, wall plates, and patch panels that were installed and/or maintained by Clients or a third party, including the owner of the Property, and will not provide technical support related solely to Client's equipment or devices. Furthermore, Client agrees to treat Company support personnel with normal courtesy and respect in all interactions and acknowledges that repeated episodes (i.e., more than one) of disrespectful, abusive, argumentative, disruptive or similar behaviors directed towards Company support personnel, in the sole discretion and judgment of Company, will result in the termination of support services to Client. Under these circumstances, if Company restricts or terminates support services to Client, Client acknowledges and agrees that no credits, refunds, or discounts will be provided to Client as a result of these actions and all other Terms and Conditions of this Agreement remain in full force and effect.



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b. **Bandwidth:**

Service	Availability	MTTR	Latency	Packet Loss	Jitter
DIA/Ethernet (Metro & Regional Services)	End to End: 99.7%	Restore: Priority 1 Outage within 4 hours	50ms (Round Trip)	<.01>	N/A

c. **Priority Classification:** Company will classify Service Disruptions (as defined below) as follows:

Priority	Criteria
Priority 1	a. Total loss of service ("Priority 1 Outage") b. Service degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing.
Priority 2	Degraded Service where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service. b. A single non-circuit specific quality of Service inquiry.

d. **Network Maintenance:** Customer understands that from time to time, Company will perform routine network maintenance for network improvements and preventative maintenance, and in some cases, Company will have to perform urgent network maintenance, which will usually also be conducted within the routine maintenance windows. Company will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for the routine maintenance and if commercially practicable, will provide notice of urgent maintenance. In no event shall any routine or urgent network maintenance be calculated against the foregoing outage measurements. Maintenance Windows: Routine maintenance is typically performed during the following maintenance windows: Monday -- Sunday 12 am --6 am, Local Time.

e. **Service Disruption of Network Availability:** A "Service Disruption" is defined as a disruption or degradation that interferes with the ability of a Company network hub to (i) transmit and receive network traffic on a Customer's dedicated access port; and (ii) exchange network traffic with another Company network hub. Service Disruptions include Priority 1 Outages. Service Disruptions exclude planned outages and routine maintenance (Planned Outage), service problems resulting from acts or omissions of Customer, Customer equipment failures and a Force Majeure Event. Company will use commercially reasonable efforts to provide Customer with advance notice of any known or anticipated Planned Outage.

f. **Network Availability:** Company calculates Network Availability as the total number of minutes the circuit is up (other than a Priority 1 Outage) in a calendar month for a specific Customer connection, divided by the total number of minutes in a calendar month..

g. **Network Availability Goal:** Although Company's Network Availability will be 99.7%, Company's monthly Network Availability Goal is 99.97%. The following table contains examples of the percentage of Network Availability translated into minutes of up time and downtime for the 99.97% Network Availability Target..

% by days per month	Total Minutes/Month	Minutes Up	Minutes Down
99.97% for 31 days	44,640	44,626	14
99.97% for 30 days	43,200	43,187	13
99.97% for 29 days	41,760	41,747	13
99.97% for 28 days	40,320	40,307	13



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h. **Service Credits:** Service Credits shall be Customer's sole right and remedy for Company's failure to provide the Service(s). In no circumstance shall damages exceed three times the monthly recurring charges as defined in the Company's Contract. Service credits for Service Disruption shall be calculated as follows: the Monthly Service Fee divided by 30 days (average days in one month) equals the average daily rate, which is then divided by 24 hours in one day to arrive at the Average Service Hour Rate.

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j. **Packet Loss:** Packet Loss is defined as the average number of packets that are more successfully received. Packet Loss is the average ratio of total packets that are sent compared to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point (network edge to network edge).

1. Packet Loss is calculated as follows: **Packet Loss (%) = 100 (%) - Packet Delivery (%)**

k. **Mean Time To Restore ("MTTR"):** The Mean Time To Restore ("MTTR") measurement for a Service is the cumulative length of times it takes to restore service for Priority 1 Outage for a specific connection in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for that connection.

1. Company calculates MTTR per calendar month as follows: **Cumulative length of response time to Priority 1 Outage(s) per connection.**
2. **Total number of Priority 1 Outage trouble tickets per connection.**

4. Use of Services:

- a. **Legal Compliance:** Client represents that all users will use the services, software, and hardware in a manner consistent with all applicable laws. Any action or deviation from applicable law, or in Company's determination compromises or threatens the security of Company's business, its vendors, its other customers or the services, software, and hardware, whether directly or indirectly, is strictly prohibited and permits Company to suspend or terminate the services without prior notice, at the sole discretion of Company. Furthermore, any direct or indirect violation of applicable laws and in the sole discretion of Company, based upon knowledge, information and belief, may cause Company to withhold and not accept any messages or content that Company reasonably believes contains inappropriate content or that is, or which could reasonably become the subject of any legal, regulatory, or other governmental proceeding or process, including a law enforcement proceeding, process or inquiry.
- b. **Unauthorized Use:** Company's services, software, and hardware are designed for normal commercial or residential use and are not intended for usage by organizations such as call centers, fax messaging services, telemarketing firms, or resellers or for use without live dialog, such as use by transcription services, intercom or monitoring services, etc. Unauthorized or excessive use beyond that normally experienced by typical, similarly situated business and residential customers may cause network capacity and congestion issues and interfere with distribution of network services and the third-party networks (if applicable) with which Company connects for call initiation and completion services. Such unauthorized or excessive use or any other use of the services, software, and hardware, beyond that of the typical business or residential customer or any action which causes a disruption in the network integrity of Company, or its vendors, whether directly or indirectly, is strictly prohibited and may be cause for termination of services. Following are examples, and not a comprehensive list of, impermissible uses which are not normal use:
 1. Resale to others, except as expressly provided for in this agreement
 2. Auto dialing or fax/voice blasts
 3. Without live dialog, including use as a monitor or for transcription purposes
 4. Continuous or extensive call forwarding
 5. Continuous connectivity
 6. Constant dialing
 7. Iterative dialing
 8. Fax broadcast
 9. Fax blasting
 10. Telemarketing practices that are in violation of any law or regulation; and any other activity that would be inconsistent with small business or residential usage.
 11. Customer may not use Company's services, software or hardware in any way that is illegal, improper or inappropriate such as uses which are threatening, abusive, harassing, defamatory, libelous, deceptive, of invasive of another's privacy.



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5. Voice Services:

- a. Caller name identification (Caller ID) is based on availability of such service from Company's underlying providers. Client acknowledges that such services are not available for all numbers in all serving areas.
- b. **Client acknowledges that each voicemail message recorded by Company shall be retained for a minimum of three (3) months from the date the message was recorded. Company reserves their right to purge all voicemail messages after this minimum retention period.**
- c. **911 Notices, Terms and Conditions, and User Advisory [See sample E911 Advisory at end of this document.]**
 - i. Company Voice services ("Voice") may have the E911 limitations specified as follows.
 1. In order for 911 calls to be properly directed to emergency services, Company must have the correct service address for the caller, including applicable room, floor, or suite numbers. If equipment is moved to a different location without Company's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or may fail altogether. Different equipment may employ different methods of updating address as described in documentation for that equipment; however, all equipment may update the service address by calling 217-353-3026 or emailing phone_techs@pavlovmedia.com. Please note that it may take several days to update a Customer service address in the E911 System.
 2. Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted.
 3. 911 calls may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
 - ii. If Federal Communications Commission regulations require that end user subscribers, such as tenants and employees, be advised "prominently and in plain language, of the circumstances under which E911 service may not be available through the service or may be in some way limited by comparison to traditional E911 service." 47 CFR § 9.11(a)(5)(i); 47 CFR § 9.11(b)(5)(i). Thus, as a condition of its services, Company requires that the Voice Customer:
 1. **Provide to all tenants and/or employees the attached E911 User Advisory at the beginning of their tenancy or employment and annually thereafter; and**
 2. **Require all tenants and/or employees to review and sign the E911 User Advisory at the beginning of their tenancy or employment and annually thereafter; and**
 3. **Maintain on record all signed E911 User Advisories received from your employees and/or tenants.**
 - iii. Federal Communications Commission regulations require that a multi-line telephone system send a 911 notification to a central location at the facility where the system is installed or to another person or organization. This notification must be sent to a location where someone is likely to see or hear it. 47 CFR § 9.16(b)(2). Thus, as a condition of its services, Company requires that the Voice Customer:
 1. **Prepare and return to Company the attached Kari's Law Certification. [Certification link is: [Get form posted on web site and provide url](#).**
 - iv. **E911 Compliance.** Any failure by Customer to comply with these E911 terms and conditions will be considered a material breach of this contract justifying termination. Furthermore, Customer agrees to indemnify Company as follows for any failure to comply with these terms: Customer shall be responsible for and shall defend, indemnify, and hold harmless Company and its employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners and shall reimburse companies for any damages, losses or expenses, penalties, government forfeitures, government fines of any kind including without limitation, reasonable attorneys' fees and costs, interest, penalties, expert witness fees and expenses, and all costs of investigation which may be imposed on, incurred by, or asserted by a third party in connection with any claims, suits, judgments, and causes of action arising out failure to comply with the terms required by the E911 Notices, Limitations, and User Advisory.

6. Payment Options: All fees as noted on foregoing contract will be paid within thirty (30) days of receipt of invoice. The non-recurring charges (NRC) and/or monthly recurring charges (MRC) do not include taxes, fees or other surcharges. Any tariffs or other governmentally imposed charges will be added to invoices. Company agrees to notify Customer of any newly enacted, fees, taxes, tariffs or other surcharges within thirty (3) days of Company receiving the notice of pending imposition. The MRC noted on the foregoing contract shall remain in effect throughout the term of the contract commitment.

7. Term and Termination: These terms and conditions will remain in effect, unless modified by Amendment and mutual agreement, throughout the term as described in the foregoing contract. Once the initial term has expired, this Agreement automatically renews on a month-to-month basis at the current market rate, unless either party provides ninety (90) day notice of its intention to terminate the agreement at the end of the then current term.

>

- a. **Termination for Default.** Any breach of service level commitments shall constitute a material breach by Company. Any breach of financial obligations as noted on the foregoing Contract shall constitute a material breach by Customer. Should either party claim a material breach, a twenty (20) day cure period will be allowed for remedy to the alleged breach. A breach of financial obligations by Customer may result in payment of all remaining monthly fees, plus court costs, if applicable. If Company defaults and is unable to provide a cure during the 20-day period Customer may terminate the Agreement without any penalty and without any further payments to Company.
- b. **Termination for Convenience.** Sixty (60) days' notice is required from Client for termination for convenience. Should that occur, Client agrees to pay 50% of the remaining monthly charges on the then current term.



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Champaign IL 61824

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8. Renting/Leasing/Purchase Equipment. Leasing and/or purchase Term and Type.

- a. The default lease is for a term specified on page 1 of the agreement. After the end of this term, with notice to terminate the services as required, there is no termination fee due Company.
- b. At the end of the term, Company has the option to purchase all phone equipment initially purchased by Client (buy back) at the end of term. Client is not obligated to sell phone equipment to Company. Both parties will consider depreciation.
- c. If phone equipment is financed and owned by Company, Client will assist Company in retrieving any and all phone equipment within thirty (30) days of contract termination.

9. Risk of Loss. Risk of loss for the Goods will be entirely with the Customer. Customer is responsible for any and all damage of or to the Goods and hereby agrees to pay Company the full cost of any repair and/or replacement. Company will assess the cost, at Company's sole and exclusive discretion, and will provide Customer with an invoice to be paid immediately.

10. Confidentiality. This Confidentiality portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between Client and Company. This agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.

- a. Both parties acknowledge that in the course of providing services, software, and hardware, they each may learn from the other certain non-public personal and otherwise confidential information relating to each party's business, including customers, consumers or employees. Both parties shall regard any and all information it receives, which in any way relates or pertains to each respective business, including its customers, consumers or employees as confidential. Both parties agree that such confidential information remains the property of the originating party.
- b. Both parties shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve this Agreement or as expressly and specifically permitted in writing by the other party or as required by applicable law.
- c. This provision shall survive termination of this Agreement and any other agreements between Client and Company.

11. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed under the laws of the state where the property is located, without regard to conflict of laws principles. All suits, proceedings and other actions relating to, arising out of or in connection with this Agreement, whether founded in contract or tort, shall be submitted to the *in personam* jurisdiction of the courts of the state of Illinois and the exclusive venue for all such suits, proceedings and other actions shall be in circuit court of local county. Each party hereby waives any claim against or objection to *in personam* jurisdiction and venue of such courts. Either party shall have the right to seek specific performance of the provisions of this Agreement without the requirement to post a bond or other monetary obligation.

12. Severability. If any provision of this Agreement should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and the balance of this Agreement shall be interpreted as if such provision were so excluded.

13. Force Majeure. If either party's performance of any of its obligations under this Agreement is interfered with by any reason or any circumstances beyond its control, including, without limitation, fire, explosion, power failure or power surge, acts of God, war, revolution, civil commotion, or requirement of any government or legal body or any representative of any such government or legal body, non-performance of any obligation of a third party contractor, labor unrest, including without limitation, strikes, slowdowns, picketing, boycotts, failures of bandwidth providers, or failures of video programming providers, then that party shall be fully excused from performance on a day-by-day basis to the extent of such interference, and that party shall have no liability nor be in default for any interruption in service.

14. Indemnification. Indemnification and liability of customer client agrees that client shall be responsible for and shall defend, indemnify, and hold harmless company and their employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners and shall reimburse companies for any damages, losses or expenses, penalties, government forfeitures, government fines of any kind including without limitation, reasonable attorneys' fees and costs, interest, penalties, expert witness fees and expenses, and all costs of investigation which may be imposed on, incurred by, or asserted by a third party in connection with any claims, suits, judgments, and causes of action arising out of (a) client's use of the service(s) or equipment; (b) violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights arising from client's use of the service(s) or any unauthorized apparatus or system; (c) any claims or damages arising out of the lack of 911/e911 or dialing associated with a home security, home detention, or medical monitoring system; (d) or in connection with, the transmission by or through the emergency access system of any content, including any breach of user's security on the emergency access system, other than those caused by the gross negligence or willful misconduct of company, or its employees; and (e) client's breach of any provision of client's agreement with company.

15. Attorneys' Fees. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, costs of suit and expenses in addition to any other relief to which such prevailing party may be entitled.

16. Waiver. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right.

17. Assignment. This Agreement may not be assigned by User without the prior written consent of Company. Company may assign this Agreement without User's consent, and without notification.

18. Independent Contractors. This Agreement does not create any agency, partnership, joint venture, or franchise relationship. Neither party has the right or authority to, and shall

888-799-7249 sales@ccgfiber.com <https://www.ccgfiber.com> EIN: 54-2052621



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not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.



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19. **CALEA.** Pursuant to the Communications Assistance for Law Enforcement Act (CALEA) (47 U.S.C. §§1001-1010) Company will provide assistance to all local, state and/or federal authorities who provide the company with a Summons and Court Order or a Subpoena. All requests are evaluated and reviewed on a case by case basis in light of any special procedural or legal requirements and applicable laws. For example, lawful demands involving child exploitation, Company will prioritize those demands and make the information available to the National Center for Missing and Exploited Children as required by 18 U.S.C. § 2258A.

20. **Retention of Rights.** Nothing contained in this Agreement shall be construed to limit Company's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Company and its suppliers reserve the right to delete all Client's data, files, electronic messages or other Customer information that is stored on Company's or its suppliers' servers or systems. In addition, Client may forfeit its account's user name and all email, IP and Web space addresses, and voice mail. In the event Client cancels without porting its voice service and the associated telephone number(s) to another service provider, Client will forfeit the telephone number. Company shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

Customer acknowledges that by signing up for services all terms and conditions noted above, plus the E911 Terms and Conditions have been agreed to and understood.



Gov | Med | Edu
Service Proposal

> Not the contract <

Date: April 3, 2024

Business Name:	Town Of Hickory Creek	Rep:	Evan Huff
Service Address:	1075 Ronald Reagan Ave	Phone:	972-924-0324
City, State, Zip:	Hickory Creek, TX 75065	Email:	ehuff@vestednetworks.com

Contact Name:	John Smith	Main #	940-497-2528
Contact Email:	john.smith@hickorycreek-tx.gov	Cell #	

Partner:	MiTech Services	Contact:	Aaron Appleby	Email:	aaron@ststexas.com
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Complete Business Voice Service & Solution					
Qty	Item	Description	Term	Price	Total
2	Site Hosting	NOVA Cloud PBX w/ All Features , Usage & Service	36mo	\$ 15.00	\$ 30.00
15	PBX Stations	(Standard) Hosted User Seat / Extension		\$ 22.50	\$ 337.50
1	PBX Stations	(Conference) Hosted User Seat / Extension		\$ 22.50	\$ 22.50
3	FAX Stations	NOVA vFAX+ (Fax2Email, Email2Fax & Portal Fax) w/ Store&Fwd ATA if needed		\$ 20.00	\$ 60.00
Equipment & Onboarding Included (w/ 36-60mo term)		Grandstream IP Phones NOVA Softphone App Managed Network Firewall ~ Equipment (15x GRP2615, 1x GAC2500) Warranty Included w/ Service Onsite Install w/ Zero/minimal down time. Personalized Setup Ongoing Support			
Recommended Add-On Solutions		Main ISP > Options for the main internet (+) Backup ISP is advised for stability and redundancy. Vested LTE > We have cellular LTE internet options for primary or backup. Vested Managed ISP > We can shop great internet service & help eliminate account & support headaches!			
NOTES		<p align="center"><u>Sign before May 15th and receive the first month at 0\$!! Big Savings !!</u></p> <p align="center"><u>Paying full-term up front: 36mo = \$19/user</u></p>			

This Proposal is confidential and proprietary, valid for 30 days from Proposal date.	Services - Subtotal :	\$ 450.00
Customer install includes built-in trial during porting process > Customer Initial _____	Sales Tax :	EXEMPT
Early Termination Fee from current carrier? No [X] Yes [] If Yes, Vested will pay customer up-to \$ _____ > Customer Initial _____	E-911/Location Service :	\$ 8.50
This Vested Service Proposal is NOT the final contract or financially binding. This gets onboarding process started, and final contract will follow if needed.	Total Services MRC :	\$ 458.50

Vested Networks 0-Down powered by in-house service agreement. A \$100 doc fee assessed at startup.

- Customer Acceptance -	
Signature:	Date:
Printed Name:	Title:
Federal Tax ID (EIN):	

By signing this quote, customer is agreeing to the Vested TOS (<https://vestednetworks.com/terms-of-service/>)

CMBL ID: 1822818846400 | HUB ID: 517215 | USAC SPIN ID: 143052055 | Form 499 Filer ID : 833606 | FCC FRN ID: 0026955260

Thank you for letting us serve you! - Visit us at vestednetworks.com



IMPORTANT: DO NOT CANCEL current phone service!!!

Please wait until you receive notice that your numbers have completed the porting process and are fully active with Vested Networks. Canceling ahead of time will cause you to lose your phone number(s). Avoid the headache and wait for further instructions.

~!~ Upon port completion, Vested Networks porting team will test all numbers and notify about next steps. ~!~

I, * John Smith (Authorized User), certify that I am an authorized representative of Town Of Hickory Creek (Business Name), and have the authority to port my telephone number(s) to Vested.

CUSTOMER INFORMATION

> Consult your sales rep or the Vested Networks porting team before filling this out.

Business Name : (via Bill Copy)		Service Address :	1075 Ronald Reagan Ave, Hickory Creek, TX 75065
Main Number :	940-497-2528	Email :	john.smith@hickorycreek-tx.gov

* Authorized User Signature *

* Print Name *

* Date *

By signing above, I understand that I am granting Vested Networks the authority to communicate with my current telephone service provider as well as complete any and all paperwork on my behalf in order to port my phone number(s) away from my current telephone service provider to Vested Networks. I understand that either my electronic or written signature of this request may be accepted. I agree to send Vested Networks a current telephone bill copy as described at the top of this form. I understand that, while not common, my current telephone service provider may assign a charge for porting away, and that I will be responsible to handle any such charges through dispute or payment. I understand that I will be informed if my number is not portable to Vested Networks. I understand that the standard porting time is between five (5) to fifteen (15) business days, and that porting of my number is dependent upon release of my number(s) from my current carrier.

PHONE NUMBER INFORMATION

> What numbers do you want to port or move to Vested Networks?
 > Have more numbers than will fit? Save your fingers! Email to porting@vestednetworks.com

>> Example Label & Number Format: (Main Number) 999-888-7777 <<

(Label) #1	940-497-2528 - Main City Number	(Label) #21	940-279-7058 - Reception - Ashley
(Label) #2	940-497-2564 - Muni Court	(Label) #22	940-279-7059 - OPEN
(Label) #3	940-497-2638 -	(Label) #23	940-279-7060 - Kristi Rogers
(Label) #4	940-497-2639 -	(Label) #24	940-279-7061 - John Smith
(Label) #5	940-497-3520 - PD	(Label) #25	940-279-7062 - OPEN
(Label) #6	940-497-3521 - Patrol Room	(Label) #26	940-279-7063 - OPEN
(Label) #7	940-279-7044 - Mayor	(Label) #27	
(Label) #8	940-279-7045 - Conf Room	(Label) #28	
(Label) #9	940-279-7046 - Executive Session Conf Rm	(Label) #29	
(Label) #10	940-279-7047 - Code Enforcement Building Dept	(Label) #30	9404970578 - Fax - Court
(Label) #11	940-279-7048 - Muni Court / Renee O'Neill	(Label) #31	9404973531 - Fax - City Hall
(Label) #12	940-279-7049 - Muni Court	(Label) #32	9404974524 - Fax - Public Works
(Label) #13	940-279-7050 - Accounts Payable - Kristina Smith	(Label) #33	
(Label) #14	940-279-7051 - Muni Court	(Label) #34	
(Label) #15	940-279-7052 - Chief Police	(Label) #35	
(Label) #16	940-279-7053 - Criminal Investigation - Zehetner	(Label) #36	
(Label) #17	940-279-7054 - Townsend / Evidence	(Label) #37	
(Label) #18	940-279-7055 - Police Supervisor	(Label) #38	
(Label) #19	940-279-7056 - Patrol Room	(Label) #39	
(Label) #20	940-279-7057 - OPEN	(Label) #40	

AFTER PORT COMPLETE NOTICE: Cancel old phone service immediately!

Failure to cancel after the port has completed may result in additional charges from the previous phone service carrier. Vested Networks is not responsible for these additional charges.



Vested Networks (GME) Service Purchase Agreement (All the nitty-gritty term details)

Business Name:	Town Of Hickory Creek	Start Date:	Port Date
Service Address:	1075 Ronald Reagan Ave	Initial Term:	36mo
City, State, Zip:	Hickory Creek, TX 75065	Renewal Term:	TBD

Contact Name:	John Smith	Main #	940-497-2528
Contact Email:	john.smith@hickorycreek-tx.gov	Cell #	

Monthly Recurring Charge As Quoted On The Proposal:	\$ 458.50
--	------------------

1. This Vested Networks Plan Purchase Agreement (this "Agreement") is a binding agreement between Vested Networks, a Texas corporation, and the Customer, for the purchase of Vested Networks VOIP Service Plan during the Initial or then-current Renewal Term, as applicable (defined below). Vested Networks and Customer are each herein referred to as a "Party" and collectively as the "Parties."

2. Your VOIP Services require a minimum service commitment period beginning on the Start Date and continuing for the number of months listed as the Initial Term indicated above. You hereby acknowledge and agree that You are purchasing the VOIP Service Plan for at least the full initial Term and any subsequent Renewal Terms, as applicable (collectively, the "Term").

3. This Agreement shall automatically renew for successive Renewal Terms as indicated above unless either Party delivers written notice of termination of this Agreement to the other Party at least thirty (30) days prior to the applicable termination date (with such termination date being the last day of the Initial or then-current Renewal Term), in which case the Agreement and all underlying Plan Services shall terminate on the last day of such Initial or Renewal Term. Vested Networks will personally notify by email and phone call as the end of the term approaches: 60 days, 30 days, and 15 days, as well as in person visits to ensure You are aware of your approaching end of Term.

4. Upon written, phone call, and in person notice provided to you at least 60 days prior to the end of the Initial or then-current Renewal Term, Vested Networks may revise the price for your VOIP services the immediately succeeding Renewal Term. Vested Networks may revise any of the following fees charged to You to the then-current fees generally charged to Vested Networks' customers in the United States, including but not limited to the Compliance and Administrative Cost Recovery Fee, the E911 Fee, and any taxes, surcharges or assessments; any fees or amounts that are mandatory for Vested Networks or Customer; or any fees or amounts related to governmental, official, or legal/regulatory matters (including without limitation any fees or amounts related to or charged in relation to Vested Networks' contribution to the federal Universal Service Fund or any similar state fund, tax, contribution, or fee).

5. You hereby agree to pay for the VOIP Plan Services, and, if applicable, phones and equipment, in advance on the Payment Schedule and at the rates set forth above under "Summary of Service," as may be revised from time to time in accordance with this Agreement. The prices indicated above do not include taxes, fees or additional services You may select, which include but are not limited to, additional digital lines, additional users, international or toll-free usage, virtual or mobile extensions, additional local numbers, and additional toll-free numbers. Sales tax varies by jurisdiction of purchase and may be calculated based on full retail price or Vested Networks cost price, as determined by the tax law in the jurisdiction of purchase.

6. This Section applies to Your VOIP Plan, including without limitation any products or services You have purchased under Section 1 above (as may be amended in accordance with this Agreement). Customer may, at any time, purchase additional digital lines or additional users; however, those additional digital lines and/or additional users may not be removed from Customer's account except upon the conclusion of the Initial Term or then-current Renewal Term.

7. If You were not a Vested Networks customer before execution of this Agreement, you may terminate this Agreement with written notice to Vested Networks, at any time prior to one(1) business day before your numbers port, or your installation occurs (whichever is first), and you will be released from this agreement. Except as set forth in this Agreement, if you terminate this Agreement on or after the above day but before expiration of the Initial, or then-current Renewal Term, You will owe Vested Networks all outstanding contractual amounts due for the Services being terminated for the remainder of the Term, and hereby agree to pay all such amounts and authorize Vested Networks to charge Your credit card or invoice You, as applicable, for all such amounts. The collection of such fees is not a penalty, but rather a charge to compensate Vested Networks for Your failure to satisfy the Term, on which Your rate plan is based. Should You remain a Vested Networks customer for more than 2 years, the charge for the remainder of the term will be half of the monthly recurring charge for each month in the remainder of the term.

8. This Section 8 applies to Your VOIP Plan including without limitation products or services You have purchased under Section 1 above (as may be amended in accordance with this Agreement). If Vested Networks reasonably suspects misuse of the Plan Services, fraud, potentially illegal or otherwise harmful transmissions, any use of the Plan Services that threaten the Vested Networks network or the provision of Plan Services, or that otherwise violates the TOS or this Agreement, Vested Networks may suspend the affected Plan Services without notice.

Vested Networks shall provide notice of any such suspension to You as soon as reasonably practicable. Without limiting any termination rights and other remedies that Vested Networks may be entitled to, Vested Networks will resume the Plan Services as soon as reasonably practicable after Vested Networks considers that the breach has been cured or the threat has been mitigated. Either party may terminate this Agreement with thirty (30) days' advance written notice to the other party in the event of any material breach of this Agreement by that other party, including breach of the Vested Networks Terms of Service, and failure to cure such material breach during such thirty (30) day notice period. Termination for Customer's material breach shall not relieve You of Your commitment to pay for the Plan Services for the remainder of the Initial Term or then-current Renewal Term. If terminate this Agreement for Vested Networks' material breach, Vested Networks shall provide You with a pro-rata refund of all prepaid and unused fees, and You shall be relieved of any liability for any contractual amounts due for the Initial or then-current Renewal Term subsequent to the effective date of the termination. Either Party may terminate this Agreement with thirty (30) days' advance written notice to the other Party in the event that (i) the other Party files a petition for bankruptcy or if a petition for bankruptcy is filed against such Party and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or (ii) a trustee or receiver is appointed over any of Customer's or Vested Networks' relevant property. In the event that Vested Networks terminates this Agreement pursuant to and in accordance with the immediately preceding sentence, You shall not be liable for any outstanding contractual Plan Services amounts due for the Initial or then-current Renewal Term, subsequent to the effective date of the termination.

9. This Agreement, any addenda or exhibits thereto, along with the specialized Vested Networks Governmental Terms of Service (the "TOS"), included with this agreement, represents the entire Agreement regarding the Plan Services and supersedes and replaces all prior or contemporaneous negotiations, correspondence, writings or Agreements regarding the Plan Services. Each person whose signature appears on this Agreement represents and warrants that he or she possesses the legal right, capacity, and ability, and has full power and authority, to execute and deliver this Agreement on behalf of the Party he or she purports to represent. The Customer represents and warrants that all corporate action necessary for the authorization, execution, and delivery of this Agreement, and to perform all of the obligations hereunder, has been taken. This Agreement is the binding obligation of the Customer, enforceable against the Customer in accordance with its terms. This Agreement will bind the successors, and assigns of both Customer and Vested Networks, and inure to the benefit of Customer and Vested Networks and their successors and assigns. This Agreement may not be modified or amended except in a written amendment generated by Vested Networks and signed by both You and a duly authorized officer of Vested Networks. Neither Party shall be bound by any handwritten or "typed on" terms in addition to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices, or other communications. In the event of a conflict between the terms of this Agreement and the TOS, such conflict will be resolved according to the following order of precedence: (1) this Vested Networks Plan Purchase Agreement; and (2) the TOS. In no event shall any failure or delay by a Party to (i) assert any right, (ii) demand fulfillment or performance of any obligation, or (iii) avail itself of any remedy under this Agreement, in whole or in part, be deemed to be a waiver of any right or remedy under the Agreement on such occasion or any other occasion. All rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at law, or in equity. For purposes of construing this Agreement, any ambiguities shall not be construed against either Party as based upon the source of the draftsmanship. If any provision of this Agreement is determined to be invalid, unlawful, illegal, void or unenforceable, in whole or in part, then that provision or portion shall be construed in such a manner as to render the provision or portion enforceable and, to the extent possible, to reflect the Parties' original intent and the other provision of this Agreement shall remain in full force and effect. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of Texas, U.S.A. as applied to contracts made and to be performed entirely within Texas, without giving effect to its principles of conflicts of law. Any disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in the state of Texas. You are required to complete monthly payments of the cost of service in addition to taxes and fees. Payments can be made either to a third party leasing company or online at mybill.vestednetworks.com or by check directly to Vested Networks. Checks must be received by the predetermined due date each month or a late fee may be assessed.

10. You are required to indicate Your assent and agreement to this Agreement when You sign this Agreement and return it to Vested Networks. This Agreement shall become binding upon both Parties upon Customer's execution and delivery of this Agreement to Vested Networks. This agreement and Your use of Vested Networks' Service are subject to the TOS. Vested Networks' VOIP Service shall be considered a Vested Networks "Service" as that term is used in the TOS.

- Customer Acceptance -			
Signature:		Date:	
Printed Name:		Title:	



Purchase Order

Town Of Hickory Creek

1075 Ronald Reagan Ave, Hickory Creek, TX 75065
940-497-2528

DATE: 4/3/24

INVOICE #: 45385

BILL TO

Town Of Hickory Creek
1075 Ronald Reagan Ave
Hickory Creek, TX 75065
940-497-2528
John Smith
john.smith@hickorycreek-tx.gov

PAYEE & VENDOR

Vested Networks, LLC.
809 Office Park Cir
STE 100
Lewisville, TX 75057

PAYMENT TERMS

DESCRIPTION	AMOUNT
Vested Networks phone solution. 2x Site Hosting w/ 1x PBX Stations w/ 3x Fax Solutions	\$458.50
TOTAL MONTHLY COMMITMENT FOR : 60mo	\$458.50

Authorized Signature	Name / Title	Date
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Business Name: Town Of Hickory Creek Main Number: 940-497-2528

Automatic Payment from Bank Account

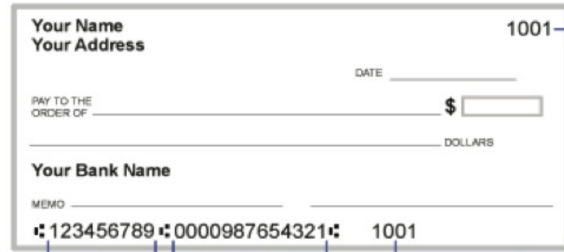
Account Type: Checking Savings

Bank Name: _____

City: _____ State: _____ Zip Code: _____

Routing Number: _____

Account Number: _____



9 Digit Routing Number Your Account Number Check Number

Credit Card Payment

Visa Mastercard Discover

Card Number: _____ Exp. Date: _____

3-digit CVV / Security Code: _____ Name on Card: _____

Billing Address, City, State, Zip: _____

I (we) authorize Vested Networks to charge my credit card or initiate debit entries to my (our) bank account indicated above and the depository to debit same to such account. For monthly recurring payments, this authority is to remain in full force and effect until Vested Networks receives written notification from me (or either of us) for its termination.

Signature: _____ Date: _____

When completed, bring this form in to the Vested Networks office or deliver to a billing representative.

Contact Us: billing@vestednetworks.com | 972-924-6488 Opt 3

If submitting autopay enrollment via mail, please send to:
 209 Shady Shores Rd, STE 300, Lake Dallas, TX 75065



SMS/MMS 10DLC Activation Information

Business Name: Town Of Hickory Creek Main Number: 940-497-2528

(* = Required Fields) -- All information needs to match what's registered on the SOS as filed with the IRS.

>> Legal & Registered Company Information <<

Legal Company Name *	Town Of Hickory Creek	DBA or brand name *	Town Of Hickory Creek
Company Type *	Government	Country of Registration *	USA
TaxID / EIN *	0	EIN Issuing Country	USA
Verticle Type *	Government Services and Agencies	Website / Online Presence *	https://www.hickorycreek-tx.gov/
Alt ID Number Type		DUNS / GIIN / LEI Number	

>> Contact & Address Information <<

Contact Name *	John Smith	Contact Email *	john.smith@hickorycreek-tx.gov
Address/Street *	1075 Ronald Reagan Ave	Country *	USA
City, State & Zip Code *	Hickory Creek, TX 75065		

>> (*) Required Information -for- Publically Traded Company <<

Stock Symbol	Stock Exchange
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>> (*) Required Information -for- Sole Proprietor <<

Reference ID	First Name
Mobile Phone	Last Name

** All of the above fields are required for a business to be eligible for a SMS brand and campaign.*

** If any fields are missing an additional fee may be incurred when vetting and verifying the business for 10DLC messaging. Businesses are limited to 45 SMS enabled numbers per campaign. Additional campaigns will require an addendum to this form.*

To be in compliance with the new 10DLC terms and conditions, a business is required to provide your customers an option to opt-out of receiving further SMS/MMS communications.

Failing to adhere to 10DLC messaging guidelines could result in fines of up to \$10,000 per violation.

Town Of Hickory Creek will be the liable party and take ownership of any fines, penalties, and fees.

The above mentioned party accepts the terms associated with 10DLC messaging and agrees to the Code of Conduct and will not engage in any restricted messaging use cases.

Signature: _____

Date: _____



Gov | Med | Edu
Service Proposal

> Not the contract <

Date: April 3, 2024

Business Name:	Town Of Hickory Creek	Rep:	Evan Huff
Service Address:	1075 Ronald Reagan Ave	Phone:	972-924-0324
City, State, Zip:	Hickory Creek, TX 75065	Email:	ehuff@vestednetworks.com

Contact Name:	John Smith	Main #	940-497-2528
Contact Email:	john.smith@hickorycreek-tx.gov	Cell #	

Partner:	MiTech Services	Contact:	Aaron Appleby	Email:	aaron@ststexas.com
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Complete Business Voice Service & Solution					
Qty	Item	Description	Term	Price	Total
2	Site Hosting	NOVA Cloud PBX w/ All Features , Usage & Service	60mo	\$ 15.00	\$ 30.00
15	PBX Stations	(Standard) Hosted User Seat / Extension		\$ 18.50	\$ 277.50
1	PBX Stations	(Conference) Hosted User Seat / Extension		\$ 20.00	\$ 20.00
3	FAX Stations	NOVA vFAX+ (Fax2Email, Email2Fax & Portal Fax) w/ Store&Fwd ATA if needed		\$ 20.00	\$ 60.00
Equipment & Onboarding Included (w/ 36-60mo term)		Grandstream IP Phones NOVA Softphone App Managed Network Firewall ~ Equipment (15x GRP2615, 1x GAC2500) Warranty Included w/ Service Onsite Install w/ Zero/minimal down time. Personalized Setup Ongoing Support			
Recommended Add-On Solutions		Main ISP > Options for the main internet (+) Backup ISP is advised for stability and redundancy. Vested LTE > We have cellular LTE internet options for primary or backup. Vested Managed ISP > We can shop great internet service & help eliminate account & support headaches!			
NOTES		<u>Sign before May 15th and receive the first 3 months at 0\$!! Huge Savings !!</u> <u>Paying full-term up front: 60mo = \$15/user</u>			

This Proposal is confidential and proprietary, valid for 30 days from Proposal date.	Services - Subtotal :	\$ 387.50
Customer install includes built-in trial during porting process > Customer Initial _____	Sales Tax :	EXEMPT
Early Termination Fee from current carrier? No [X] Yes [] If Yes, Vested will pay customer up-to \$ _____ > Customer Initial _____	E-911/Location Service :	\$ 8.50
This Vested Service Proposal is NOT the final contract or financially binding. This gets onboarding process started, and final contract will follow if needed.	Total Services MRC :	\$ 396.00

Vested Networks 0-Down powered by in-house service agreement. A \$100 doc fee assessed at startup.

- Customer Acceptance -	
Signature:	Date:
Printed Name:	Title:
Federal Tax ID (EIN):	

By signing this quote, customer is agreeing to the Vested TOS (<https://vestednetworks.com/terms-of-service/>)

CMBL ID: 1822818846400 | HUB ID: 517215 | USAC SPIN ID: 143052055 | Form 499 Filer ID : 833606 | FCC FRN ID: 0026955260

Thank you for letting us serve you! - Visit us at vestednetworks.com



IMPORTANT: DO NOT CANCEL current phone service!!!

Please wait until you receive notice that your numbers have completed the porting process and are fully active with Vested Networks. Canceling ahead of time will cause you to lose your phone number(s). Avoid the headache and wait for further instructions.

~!~ Upon port completion, Vested Networks porting team will test all numbers and notify about next steps. ~!~

I, * John Smith (Authorized User), certify that I am an authorized representative of Town Of Hickory Creek (Business Name), and have the authority to port my telephone number(s) to Vested.

CUSTOMER INFORMATION

> Consult your sales rep or the Vested Networks porting team before filling this out.

Business Name : (via Bill Copy)		Service Address :	1075 Ronald Reagan Ave, Hickory Creek, TX 75065
Main Number :	940-497-2528	Email :	john.smith@hickorycreek-tx.gov

* Authorized User Signature *

* Print Name *

* Date *

By signing above, I understand that I am granting Vested Networks the authority to communicate with my current telephone service provider as well as complete any and all paperwork on my behalf in order to port my phone number(s) away from my current telephone service provider to Vested Networks. I understand that either my electronic or written signature of this request may be accepted. I agree to send Vested Networks a current telephone bill copy as described at the top of this form. I understand that, while not common, my current telephone service provider may assign a charge for porting away, and that I will be responsible to handle any such charges through dispute or payment. I understand that I will be informed if my number is not portable to Vested Networks. I understand that the standard porting time is between five (5) to fifteen (15) business days, and that porting of my number is dependent upon release of my number(s) from my current carrier.

PHONE NUMBER INFORMATION

> What numbers do you want to port or move to Vested Networks?
 > Have more numbers than will fit? Save your fingers! Email to porting@vestednetworks.com

>> Example Label & Number Format: (Main Number) 999-888-7777 <<

(Label) #1	940-497-2528 - Main City Number	(Label) #21	940-279-7058 - Reception - Ashley
(Label) #2	940-497-2564 - Muni Court	(Label) #22	940-279-7059 - OPEN
(Label) #3	940-497-2638 -	(Label) #23	940-279-7060 - Kristi Rogers
(Label) #4	940-497-2639 -	(Label) #24	940-279-7061 - John Smith
(Label) #5	940-497-3520 - PD	(Label) #25	940-279-7062 - OPEN
(Label) #6	940-497-3521 - Patrol Room	(Label) #26	940-279-7063 - OPEN
(Label) #7	940-279-7044 - Mayor	(Label) #27	
(Label) #8	940-279-7045 - Conf Room	(Label) #28	
(Label) #9	940-279-7046 - Executive Session Conf Rm	(Label) #29	
(Label) #10	940-279-7047 - Code Enforcement Building Dept	(Label) #30	9404970578 - Fax - Court
(Label) #11	940-279-7048 - Muni Court / Renee O'Neill	(Label) #31	9404973531 - Fax - City Hall
(Label) #12	940-279-7049 - Muni Court	(Label) #32	9404974524 - Fax - Public Works
(Label) #13	940-279-7050 - Accounts Payable - Kristina Smith	(Label) #33	
(Label) #14	940-279-7051 - Muni Court	(Label) #34	
(Label) #15	940-279-7052 - Chief Police	(Label) #35	
(Label) #16	940-279-7053 - Criminal Investigation - Zehetner	(Label) #36	
(Label) #17	940-279-7054 - Townsend / Evidence	(Label) #37	
(Label) #18	940-279-7055 - Police Supervisor	(Label) #38	
(Label) #19	940-279-7056 - Patrol Room	(Label) #39	
(Label) #20	940-279-7057 - OPEN	(Label) #40	

AFTER PORT COMPLETE NOTICE: Cancel old phone service immediately!

Failure to cancel after the port has completed may result in additional charges from the previous phone service carrier. Vested Networks is not responsible for these additional charges.



Vested Networks (GME) Service Purchase Agreement (All the nitty-gritty term details)

Business Name:	Town Of Hickory Creek	Start Date:	Port Date
Service Address:	1075 Ronald Reagan Ave	Initial Term:	60mo
City, State, Zip:	Hickory Creek, TX 75065	Renewal Term:	TBD

Contact Name:	John Smith	Main #	940-497-2528
Contact Email:	john.smith@hickorycreek-tx.gov	Cell #	

Monthly Recurring Charge As Quoted On The Proposal:	\$ 396.00
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1. This Vested Networks Plan Purchase Agreement (this "Agreement") is a binding agreement between Vested Networks, a Texas corporation, and the Customer, for the purchase of Vested Networks VOIP Service Plan during the Initial or then-current Renewal Term, as applicable (defined below). Vested Networks and Customer are each herein referred to as a "Party" and collectively as the "Parties."

2. Your VOIP Services require a minimum service commitment period beginning on the Start Date and continuing for the number of months listed as the Initial Term indicated above. You hereby acknowledge and agree that You are purchasing the VOIP Service Plan for at least the full initial Term and any subsequent Renewal Terms, as applicable (collectively, the "Term").

3. This Agreement shall automatically renew for successive Renewal Terms as indicated above unless either Party delivers written notice of termination of this Agreement to the other Party at least thirty (30) days prior to the applicable termination date (with such termination date being the last day of the Initial or then-current Renewal Term), in which case the Agreement and all underlying Plan Services shall terminate on the last day of such Initial or Renewal Term. Vested Networks will personally notify by email and phone call as the end of the term approaches: 60 days, 30 days, and 15 days, as well as in person visits to ensure You are aware of your approaching end of Term.

4. Upon written, phone call, and in person notice provided to you at least 60 days prior to the end of the Initial or then-current Renewal Term, Vested Networks may revise the price for your VOIP services the immediately succeeding Renewal Term. Vested Networks may revise any of the following fees charged to You to the then-current fees generally charged to Vested Networks' customers in the United States, including but not limited to the Compliance and Administrative Cost Recovery Fee, the E911 Fee, and any taxes, surcharges or assessments; any fees or amounts that are mandatory for Vested Networks or Customer; or any fees or amounts related to governmental, official, or legal/regulatory matters (including without limitation any fees or amounts related to or charged in relation to Vested Networks' contribution to the federal Universal Service Fund or any similar state fund, tax, contribution, or fee).

5. You hereby agree to pay for the VOIP Plan Services, and, if applicable, phones and equipment, in advance on the Payment Schedule and at the rates set forth above under "Summary of Service," as may be revised from time to time in accordance with this Agreement. The prices indicated above do not include taxes, fees or additional services You may select, which include but are not limited to, additional digital lines, additional users, international or toll-free usage, virtual or mobile extensions, additional local numbers, and additional toll-free numbers. Sales tax varies by jurisdiction of purchase and may be calculated based on full retail price or Vested Networks cost price, as determined by the tax law in the jurisdiction of purchase.

6. This Section applies to Your VOIP Plan, including without limitation any products or services You have purchased under Section 1 above (as may be amended in accordance with this Agreement). Customer may, at any time, purchase additional digital lines or additional users; however, those additional digital lines and/or additional users may not be removed from Customer's account except upon the conclusion of the Initial Term or then-current Renewal Term.

7. If You were not a Vested Networks customer before execution of this Agreement, you may terminate this Agreement with written notice to Vested Networks, at any time prior to one(1) business day before your numbers port, or your installation occurs (whichever is first), and you will be released from this agreement. Except as set forth in this Agreement, if you terminate this Agreement on or after the above day but before expiration of the Initial, or then-current Renewal Term, You will owe Vested Networks all outstanding contractual amounts due for the Services being terminated for the remainder of the Term, and hereby agree to pay all such amounts and authorize Vested Networks to charge Your credit card or invoice You, as applicable, for all such amounts. The collection of such fees is not a penalty, but rather a charge to compensate Vested Networks for Your failure to satisfy the Term, on which Your rate plan is based. Should You remain a Vested Networks customer for more than 2 years, the charge for the remainder of the term will be half of the monthly recurring charge for each month in the remainder of the term.

8. This Section 8 applies to Your VOIP Plan including without limitation products or services You have purchased under Section 1 above (as may be amended in accordance with this Agreement). If Vested Networks reasonably suspects misuse of the Plan Services, fraud, potentially illegal or otherwise harmful transmissions, any use of the Plan Services that threaten the Vested Networks network or the provision of Plan Services, or that otherwise violates the TOS or this Agreement, Vested Networks may suspend the affected Plan Services without notice.

Vested Networks shall provide notice of any such suspension to You as soon as reasonably practicable. Without limiting any termination rights and other remedies that Vested Networks may be entitled to, Vested Networks will resume the Plan Services as soon as reasonably practicable after Vested Networks considers that the breach has been cured or the threat has been mitigated. Either party may terminate this Agreement with thirty (30) days' advance written notice to the other party in the event of any material breach of this Agreement by that other party, including breach of the Vested Networks Terms of Service, and failure to cure such material breach during such thirty (30) day notice period. Termination for Customer's material breach shall not relieve You of Your commitment to pay for the Plan Services for the remainder of the Initial Term or then-current Renewal Term. If terminate this Agreement for Vested Networks' material breach, Vested Networks shall provide You with a pro-rata refund of all prepaid and unused fees, and You shall be relieved of any liability for any contractual amounts due for the Initial or then-current Renewal Term subsequent to the effective date of the termination. Either Party may terminate this Agreement with thirty (30) days' advance written notice to the other Party in the event that (i) the other Party files a petition for bankruptcy or if a petition for bankruptcy is filed against such Party and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or (ii) a trustee or receiver is appointed over any of Customer's or Vested Networks' relevant property. In the event that Vested Networks terminates this Agreement pursuant to and in accordance with the immediately preceding sentence, You shall not be liable for any outstanding contractual Plan Services amounts due for the Initial or then-current Renewal Term, subsequent to the effective date of the termination.

9. This Agreement, any addenda or exhibits thereto, along with the specialized Vested Networks Governmental Terms of Service (the "TOS"), included with this agreement, represents the entire Agreement regarding the Plan Services and supersedes and replaces all prior or contemporaneous negotiations, correspondence, writings or Agreements regarding the Plan Services. Each person whose signature appears on this Agreement represents and warrants that he or she possesses the legal right, capacity, and ability, and has full power and authority, to execute and deliver this Agreement on behalf of the Party he or she purports to represent. The Customer represents and warrants that all corporate action necessary for the authorization, execution, and delivery of this Agreement, and to perform all of the obligations hereunder, has been taken. This Agreement is the binding obligation of the Customer, enforceable against the Customer in accordance with its terms. This Agreement will bind the successors, and assigns of both Customer and Vested Networks, and inure to the benefit of Customer and Vested Networks and their successors and assigns. This Agreement may not be modified or amended except in a written amendment generated by Vested Networks and signed by both You and a duly authorized officer of Vested Networks. Neither Party shall be bound by any handwritten or "typed on" terms in addition to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices, or other communications. In the event of a conflict between the terms of this Agreement and the TOS, such conflict will be resolved according to the following order of precedence: (1) this Vested Networks Plan Purchase Agreement; and (2) the TOS. In no event shall any failure or delay by a Party to (i) assert any right, (ii) demand fulfillment or performance of any obligation, or (iii) avail itself of any remedy under this Agreement, in whole or in part, be deemed to be a waiver of any right or remedy under the Agreement on such occasion or any other occasion. All rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at law, or in equity. For purposes of construing this Agreement, any ambiguities shall not be construed against either Party as based upon the source of the draftsmanship. If any provision of this Agreement is determined to be invalid, unlawful, illegal, void or unenforceable, in whole or in part, then that provision or portion shall be construed in such a manner as to render the provision or portion enforceable and, to the extent possible, to reflect the Parties' original intent and the other provision of this Agreement shall remain in full force and effect. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of Texas, U.S.A. as applied to contracts made and to be performed entirely within Texas, without giving effect to its principles of conflicts of law. Any disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in the state of Texas. You are required to complete monthly payments of the cost of service in addition to taxes and fees. Payments can be made either to a third party leasing company or online at mybill.vestednetworks.com or by check directly to Vested Networks. Checks must be received by the predetermined due date each month or a late fee may be assessed.

10. You are required to indicate Your assent and agreement to this Agreement when You sign this Agreement and return it to Vested Networks. This Agreement shall become binding upon both Parties upon Customer's execution and delivery of this Agreement to Vested Networks. This agreement and Your use of Vested Networks' Service are subject to the TOS. Vested Networks' VOIP Service shall be considered a Vested Networks "Service" as that term is used in the TOS.

- Customer Acceptance -			
Signature:		Date:	
Printed Name:		Title:	



Purchase Order

Town Of Hickory Creek

1075 Ronald Reagan Ave, Hickory Creek, TX 75065
940-497-2528

DATE: 4/3/24

INVOICE #: 45385

BILL TO

Town Of Hickory Creek
1075 Ronald Reagan Ave
Hickory Creek, TX 75065
940-497-2528
John Smith
john.smith@hickorycreek-tx.gov

PAYEE & VENDOR

Vested Networks, LLC.
809 Office Park Cir
STE 100
Lewisville, TX 75057

PAYMENT TERMS

DESCRIPTION	AMOUNT
Vested Networks phone solution. 2x Site Hosting w/ 1x PBX Stations w/ 3x Fax Solutions	\$396.00
TOTAL MONTHLY COMMITMENT FOR : 60mo	\$396.00

Authorized Signature	Name / Title	Date
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Business Name: Town Of Hickory Creek Main Number: 940-497-2528

Automatic Payment from Bank Account

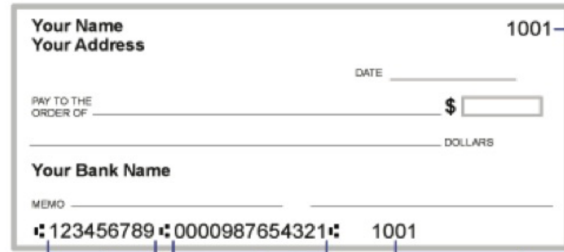
Account Type: Checking Savings

Bank Name: _____

City: _____ State: _____ Zip Code: _____

Routing Number: _____

Account Number: _____



9 Digit Routing Number Your Account Number Check Number

Credit Card Payment

Visa Mastercard Discover

Card Number: _____ Exp. Date: _____

3-digit CVV / Security Code: _____ Name on Card: _____

Billing Address, City, State, Zip: _____

I (we) authorize Vested Networks to charge my credit card or initiate debit entries to my (our) bank account indicated above and the depository to debit same to such account. For monthly recurring payments, this authority is to remain in full force and effect until Vested Networks receives written notification from me (or either of us) for its termination.

Signature: _____ Date: _____

When completed, bring this form in to the Vested Networks office or deliver to a billing representative.

Contact Us: billing@vestednetworks.com | 972-924-6488 Opt 3

If submitting autopay enrollment via mail, please send to:
209 Shady Shores Rd, STE 300, Lake Dallas, TX 75065



SMS/MMS 10DLC Activation Information

Business Name: Town Of Hickory Creek Main Number: 940-497-2528

(* = Required Fields) -- All information needs to match what's registered on the SOS as filed with the IRS.

>> Legal & Registered Company Information <<

Legal Company Name *	Town Of Hickory Creek	DBA or brand name *	Town Of Hickory Creek
Company Type *	Government	Country of Registration *	USA
TaxID / EIN *	0	EIN Issuing Country	USA
Verticle Type *	Government Services and Agencies	Website / Online Presence *	https://www.hickorycreek-tx.gov/
Alt ID Number Type		DUNS / GIIN / LEI Number	

>> Contact & Address Information <<

Contact Name *	John Smith	Contact Email *	john.smith@hickorycreek-tx.gov
Address/Street *	1075 Ronald Reagan Ave	Country *	USA
City, State & Zip Code *	Hickory Creek, TX 75065		

>> (*) Required Information -for- Publically Traded Company <<

Stock Symbol		Stock Exchange	
--------------	--	----------------	--

>> (*) Required Information -for- Sole Proprietor <<

Reference ID		First Name	
Mobile Phone		Last Name	

** All of the above fields are required for a business to be eligible for a SMS brand and campaign.*

** If any fields are missing an additional fee may be incurred when vetting and verifying the business for 10DLC messaging. Businesses are limited to 45 SMS enabled numbers per campaign. Additional campaigns will require an addendum to this form.*

To be in compliance with the new 10DLC terms and conditions, a business is required to provide your customers an option to opt-out of receiving further SMS/MMS communications.

Failing to adhere to 10DLC messaging guidelines could result in fines of up to \$10,000 per violation.

Town Of Hickory Creek will be the liable party and take ownership of any fines, penalties, and fees.

The above mentioned party accepts the terms associated with 10DLC messaging and agrees to the Code of Conduct and will not engage in any restricted messaging use cases.

Signature: _____

Date: _____

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2024-0513-__**

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 ANYTIME LABOR DALLAS, LLC CONCERNING PUBLIC WORKS STAFFING; 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 Anytime Labor Dallas, LLC (hereinafter the "Agreement") concerning public works staffing, 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 13th day of May, 2024.

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



CUSTOMER BILLING RATE QUOTE

COMPANY INFORMATION		DAL (122) Denton	
COMPANY LEGAL NAME / DBA:		DATE:	
Town of Hickory Creek		4/9/2024	
ADDRESS:	CITY:	STATE:	ZIP:
1075 Ronald Reagan Avenue	LAKE DALLAS	TX	75065
BILLING ADDRESS (IF DIFFERENT FROM ABOVE):		CITY:	STATE:
BILLING CONTACT:	EMAIL:	PHONE:	FAX:

1. Fee Structure - Temporary / Contract Positions:

POSITION	HOURLY BILL RATE / MARKUP	OT RATE
Maintenance	20.00	X 1.5

The following is included in our pricing model:

- Employee Wages
- Employee Benefits
- Local, State and Federal Payroll Taxes
- Workers' Comp insurance
- Unemployment insurance
- Recruiting
- Retention
- Interviewing
- Testing

LaborMax's service rate shall be adjusted to federal and state overtime laws, if applicable. In the event overtime pay, time-and-a-half, double-time, including holiday pay, is paid to an Associate, LaborMax's service rates shall increase accordingly. The parties agree that LaborMax shall adjust service rates to compensate for mandatory adjustments to FICA, FUTA, SUTA, SUI, Workers' Compensation insurance rate and any federal or state mandated programs or benefits.

There will be an additional surcharge added to all LaborMax invoices due to the Affordable Care Act (ACA) of 55

Charges for optional services are:

Drug Test	- \$0	Background Check	- \$0
MVR	- \$0	Fuel Surcharge	- \$0

2. Fee Structure - Temp To Hire Positions:

Many of our client prefer a trial period before hiring new employees. This option offers you the ability to evaluate a potential new hire before committing to a full-time employment arrangement. The following conversion fee applies to such hires (Fee Percentage x Annual Salary or Flat Rate):

HOURS WORKED	FEE % OR FLAT RATE
0 - 100 Hours	25%
101 - 200 Hours	20%
201 - 360 Hours	15%
361 - 520 Hours	10%
521 +	0%

3. Fee Structure - Direct Hire Positions:

If you hire one of our candidates directly to your payroll, the direct hire placement fee is 50% (Fee Percentage x Annual Salary or Flat Rate). Further, each candidate is covered under our 30-day free replacement guarantee.

4. Master Service Agreement:

All terms and conditions of the Customer Master Service Agreement (ver. lmsmsa121322 <https://docs.labormaxstaffing.com/documents/LMSMSA121322.pdf>) are incorporated by reference as if fully set forth herein. Signature below confirms agreement to the terms and conditions of this Customer Billing Rate Quote and Customer Master Service Agreement.

5. Invoice Terms:

Credit terms are net 7 days of invoice date. (upon credit approval)

_____ Print Name	_____ Signature
_____ Title	_____ Date



CUSTOMER MASTER SERVICE AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is dated as set forth above by and between Anytime Labor - Dallas LLC dba LaborMax Staffing (LMS) and _____ Customer as set forth above. IN CONSIDERATION of the mutual agreements and covenants contained herein, Customer and LMS agree as follows:

1. **Term of Agreement:** This Agreement shall commence as of the execution date and shall continue for a period of one (1) year or until terminated by either party upon ninety (90) days prior written notice.
2. **Customer Responsibilities:** Customer agrees to comply with all applicable laws, regulations, and ordinances relating to health and safety, wage and hour, overtime and all other applicable employment laws, and in particular agrees and undertakes to provide any site-specific and task-specific training, safety equipment, clothing, or devices necessary or required by law for any work to be performed, or used by Customer's employees in the performance of similar work. Customer acknowledges they have care, custody, and control of the job site. Customer agrees not to place LMS employees in a supervisory position and to supervise employees at all times. Customer agrees to indemnify and hold harmless LMS for claims, damages or penalties arising out of violations of the Occupational Safety and Health Act of 1970 (OSHA), or any similar state, county or municipal law with respect to workplaces or equipment owned, leased, or supervised by Customer and to which LMS employees are assigned.
 - a. **Time Accountability:** LMS's work week begins on Saturday and ends on Friday. Billable time begins at the time LMS employees report to the workplace at Customer's request. Jobs must be cancelled a minimum of two (2) hours prior to start time to avoid a minimum billing of four (4) hours. If Customer is not satisfied with an LMS employee for any reason, LMS will replace the employee free of charge if Customer notifies LMS within the first two (2) hours worked by employee.
 - b. **Prevailing Wage:** Customer agrees to notify LMS immediately whenever any LMS employee performs any work under a Government contract, and agrees to pay LMS a price differential to reflect the higher wages that may be due any such employee by reason of any Government contract or the contract specifications.
 - c. **Wages:** LMS reserves the sole right to establish the wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and the maintenance of Workers' Compensation insurance as required by state law.
 - d. **Overtime:** Overtime will be billed at one and one-half (1.5) times the regular billing rate for all time worked over forty (40) hours in a pay period or eight (8) hours in a day, or as otherwise provided by state law.
3. **Equipment, Machinery, and Vehicle Operation:** Customer agrees that it will not, without the prior written consent of LMS, utilize LMS employees to operate machinery, equipment or vehicles not covered by Customer's liability and property damage insurance, or to operate dangerous or unprotected machinery. Notwithstanding anything in this Agreement, Customer agrees to indemnify and hold harmless LMS for any and all claims, damages, losses, or liabilities that results from any such exposure or activity.
4. **Valuables:** Customer agrees that it will not entrust LMS employees with unattended premises, cash, checks, negotiables, or other valuables without prior written consent of LMS. Notwithstanding anything in this Agreement, Customer agrees to indemnify and hold harmless LMS for any and all claims, damages, losses, or liabilities that results from any such exposure or activity.
5. **Invoice Terms:** Invoices will be due according to the terms set forth on the Customer Rate Schedule. Payment terms and Customer's credit limit will be determined following Customer's completion of an LMS Customer Credit Application. Invoices that are undisputed in writing by Customer for more than ten (10) days after the invoice date will be presumed correct.
6. **Indemnification:** Customer assumes and agrees to defend, indemnify and hold harmless LMS from any claims and all liability, caused or alleged to have been caused by the acts, negligence, or omissions, of any LMS employee, including but not limited to, any claims for bodily injury (including death) or loss of and loss of use of or damage to property arising out of the use or operation of Customer's owned, non-owned or leased vehicles, machinery or equipment by LMS employees. Without limiting the foregoing, Customer specifically assumes and agrees to defend, indemnify and hold harmless LMS from any claims for bodily injury (including death) made by Customer employees.
7. **Limitation of Liability:** Customer agrees that LMS's entire liability to Customer for any cause of action under this Agreement, regardless of the form, shall in the aggregate be limited to the fees paid by Customer for the specific services or work products which are the subject of the alleged claim.
8. **Liability Insurance:** Customer acknowledges that LMS insurance does not cover claims of LMS employees under the Jones Act, damage to, loss of or loss of use of Customer's owned, non-owned or leased vehicles (including contents, and cargo), machinery, equipment or material while being used by or in the care of LMS employees.
9. **Hiring of LMS Employees by Customer:** If Customer or a Customer-affiliated company chooses to hire an LMS employee directly or indirectly within twelve (12) months after the last day of such employee's assignment, a conversion fee will be due in accordance with the conversion terms set forth on the Customer Rate Schedule and any subsequent amendments or revisions thereto which are fully incorporated into this Agreement as if fully set forth herein. Conversion fees are due and applicable whether the LMS employee is hired on a permanent or temporary, part-time or full-time or consulting basis. Customer will have sole responsibility for making hiring decisions with respect to LMS employees that Customer decides to hire as permanent Customer employees and LMS will have no liability with respect to Customer's decisions.
10. **Non-Solicitation of Internal LMS Personnel:** If Customer hires any internal LMS personnel during the term of this Agreement and within a period of eighteen (18) months following the termination of this Agreement, Customer agrees to pay a one-time fee equal to 100% of that LMS employee's annual salary.
11. **Entire Agreement:** This Agreement supersedes and replaces all prior agreements, representations or understandings, written or oral, between Customer and LMS and incorporates the entire understanding of the parties with respect thereto.
12. **Modification:** This Agreement may be changed only by a written agreement between the parties, as evidenced by a written document executed by authorized representatives of each party.
13. **Third Party Benefit:** Nothing in this Agreement is intended to create any benefit for any third party.
14. **Disputes:** In the event of any controversy or claim arising out of or relating to this Agreement or the breach or alleged breach hereof, each party irrevocably agrees to submit the matter to mediation where such mediation shall be a condition precedent to any demand for arbitration. Each party shall bear their own costs and expenses for mediation. The costs of the mediator shall be borne equally by each party. The parties shall confer and agree upon a mutual mediator.



CUSTOMER HOLD HARMLESS

DAL (122) Denton

It is agreed that Anytime Labor - Dallas LLC dba LaborMax Staffing (LMS) and _____ (Customer), herein recite and declare the following:

WHEREAS, Customer has requested that LMS furnish employees to perform services which may include cleaning, organizing and arranging items of value; which may include cash, checks, credit cards, jewelry, and other valuables owned or processed by Customer in its business. Customer acknowledges that LMS is not a professional cleaning company and is, therefore, not governed by the rules and regulations set forth by governing agencies as to liability for property damaged during a residential or commercial cleaning. Customer agrees to supervise and direct employees conducting cleaning services.

WHEREAS, Customer has requested that LMS furnish employees to perform various services which may include handling cash, checks, credit cards, jewelry, and other valuables owned or processed by Customer in its business.

NOW THEREFORE and in consideration of the foregoing, the parties agree and covenant as follows:

1. LMS does not provide background checks on its employees unless contracted to do so. Customer agrees that LMS will not in any way be held responsible for any knowledge as to any characteristics or past actions of any employee provided to Customer.
2. In order for LMS to furnish its employees to Customer, LMS shall not be liable for loss, damages, theft, mishandling, misuse, fraud, forgery or any other loss related to any item of value. It is further agreed that Customer shall indemnify and save LaborMax Staffing harmless from any claims and expenses (including litigation) for damages asserted by Customer, its employees, agents, the owner of any such item of value, or by members of the general public, or any other third party, resulting from the loss, damages, theft, mishandling, misuse, fraud or forgery related to any item of value.
3. Customer acknowledges it has complete care, custody, and control of jobsite and accepts sole responsibility for supervision of LMS employees.
4. The undersigned are expressly authorized to sign this agreement for and on behalf of Customer and LMS.

<i>Customer</i>	<i>Anytime Labor - Dallas LLC</i> <i>LaborMax Staffing</i>
<i>Customer Representative Signature</i>	<i>LMS Representative Signature</i>
<i>Customer Representative Print Name</i>	<i>LMS Representative Print Name</i>
<i>Title</i> <i>Date</i>	<i>Title</i> <i>Date</i>



AGENDA INFORMATION SHEET

MEETING DATE: May 13, 2024

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

SUMMARY: Places 2, 4 and 6 will be appointed for a two-year term expiring June 2026.



AGENDA INFORMATION SHEET

MEETING DATE: May 13, 2024

AGENDA ITEM: Consider and act on appointments to Board of Adjustments.

SUMMARY: Positions 2 and 4 will be appointed for a two-year term expiring June 2026.

Alternate 2 to be appointed for a two-year term expiring June 2026.



AGENDA INFORMATION SHEET

MEETING DATE: May 13, 2024

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

SUMMARY: Mayor Lynn Clark would like to appoint Tracey Caple.
Councilmember Nick Wohr would like to appoint John Dunn.
Mayor Pro Tem Paul Kenney would like to reappoint Chance Allison.



AGENDA INFORMATION SHEET

MEETING DATE: May 13, 2024

AGENDA ITEM: Consider and act on appointments to the Parks and Recreation Board.

SUMMARY: Places 2, 4, and 6 will be appointed for a two-year term expiring June 2026.

Place 1 will be appointed for a one-year term expiring June 2025.



AGENDA INFORMATION SHEET

MEETING DATE: May 13, 2024

AGENDA ITEM: Consider and act on appointments to the Planning and Zoning Commission.

SUMMARY: Places 2, 4, and 6 will be appointed for a two-year term expiring June 2026.



Kraftsman

COMMERCIAL PLAYGROUNDS &
 WATER PARKS
 19535 Haude Road
 Spring, TX 77388
 Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q80736

Date: 04/29/2024

Project: 31110

Created By: Jeff Goodman

Quote Name: Pickleball & Courts Surfacing

BILL TO

Hickory Creek, Town of ☎ 469-576-5094
 Jeffrey McSpedden
 Tanglewood Park Improvements
 970 Main Street
 Hickory Creek, TX 75065

SHIP TO

Hickory Creek, Town of ☎ 469-576-5094
 Jeffrey McSpedden
 Tanglewood Park Improvements
 31 Robins Nest Dr
 Hickory Creek, TX 75065

Terms:

Percentage Completed Draws

QTY	Code	Description	Size	Weight	Color
<u>Drawing KPS-31110, Dated 4/19/24</u>					
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22			
PickleBall Court					
75	EXCHAUL	Excavation of Existing Soil, and Haul-off from site. Per Cubic Yard	cubic yard		
45	SELECTFILL	Provide, Install, and compact in place. For SplashParks, Plaza areas, and other park improvements By: Kraftsman	Per Yard		
1280	CONC5RB	20'x44' concrete pad for Pickleball Court and 20'x20' concrete pad for shaded seating area, 5" thick concrete, rebar reinforced, broom finish			
1	PKLBIGB	Outdoor Pickleball System, 3" round tubular steel black powdered coated posts with regulation 21'9" mesh net and ground sleeves for post removal during off season, inground mount. Includes: - PKLBNET, 21'- 09" Pickleball Net - PKLBPB, PKLBPG, Pickleball Post Set, Inground, 3" Round - PKLBCOVER, Ground Sleeve Kit, 3" Pipe			
1500	KRAFTKOURT	KraftKoat Play Deck coating of pickleball court and restriping of existing basketball court. Pickleball Kourt Surfacing in one color with white lines. ONLY white lines for basketball court restriping.			
Site Furnishings					
2	T6RC	Regal 6 ft Rectangular Table, portable/surface mount	6'		
1	SU161610SG	Square Umbrella 16'x16', 10' Eave Height, with glide elbows, one 10.5' column mounted on base plates 6" below surfacing, by Superior Shade.	16x16		
1	PIERS36X060	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36"x60"	7.06	
Gaga Ball Pad					
14	EXCHAUL	Excavation of Existing Soil, and Haul-off from site. Per Cubic Yard	400 sq ft		
8	SELECTFILL	Provide, Install, and compact in place. For SplashParks, Plaza areas, and other park improvements By: Kraftsman	Per Yard		
400	CONC5RB	Concrete GAGA Ball Pad, 5" thick concrete pad, rebar reinforced, broom finish	400 Sq Ft		
Sidewalk					
9	EXCHAUL	Excavation of Existing Soil, and Haul-off from site. Per Cubic Yard	cubic yard		
5	SELECTFILL	Provide, Install, and compact in place. For SplashParks, Plaza areas, and other park improvements By: Kraftsman	Per Yard		
238	CONC5RB	Concrete Pad, 5" thick concrete sidewalk, rebar reinforced, broom finish			

Initials _____



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q80736

Date: 04/29/2024

Project: 31110

Created By: Jeff Goodman

Quote Name: Pickleball & Courts Surfacing

Page 2 of 5

Total: \$87,757.55

Initials _____



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Date: 04/29/2024

Project: 31110

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Page 3 of 5

Special Terms and Conditions

Items not included:

These items are not included (unless separately listed in line-items of proposal):

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Excavation and Drainage of area for fall surfacing.
- Removal of existing fall surface materials.
- Removal of existing equipment.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Anything not specifically listed in line items of proposal.

Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

No Bonding Included:

No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Initials _____



Kraftsman

COMMERCIAL PLAYGROUNDS &
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19535 Haude Road
Spring, TX 77388
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QUOTE #Q80736

Date: 04/29/2024

Project: 31110

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Quote Name: Pickleball & Courts Surfacing

Page 4 of 5

Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked by 811 prior to work done by Kraftsman. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation:

Installation quoted includes:

- A. Receiving and unloading of equipment
- B. Excavation of required footings
- D. Concrete for footings
- E. All labor, tools, machinery, and equipment as necessary for installation.

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □

Lead Times Playgrounds:

Lead Times are after approval of all Initial submittals/colors (see Project Completion Note for additional information on submittal times), and begin once the order is placed with the manufacturer.

Superior Site Amenities - lead time for items to ship 5-7 weeks

Shade Canopies - lead time for the shade canopy to ship is 8-14 weeks once all drawings are approved.

Initials _____



Kraftsman
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 Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q80736

Date: 04/29/2024

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Quote Name: Pickleball & Courts Surfacing

Page 5 of 5

General Terms and Conditions

Bill To:

Hickory Creek, Town of

Ship To:

Hickory Creek, Town of

Terms:

Percentage Completed Draws

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____

Date April 29, 2024

Jeff Goodman

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

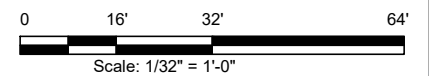
Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

LEGEND		
○	DESCRIPTION	QTY
1	Proposed 20'x44' Pickleball Court	1
2	Proposed 20'x20' Concrete Pad for Gaga Pit	400 SF
3	Proposed Seating Area	1
4	Proposed 5' wide Concrete Sidewalk	238 SF
5	Existing basketball court lines to be re-painted	-



PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

Tanglewood Park Improvements

Hickory Creek, TX

Project 31110
Option 1

Sheet
K.1.1

Designer
MZB

Date
04.19.2024

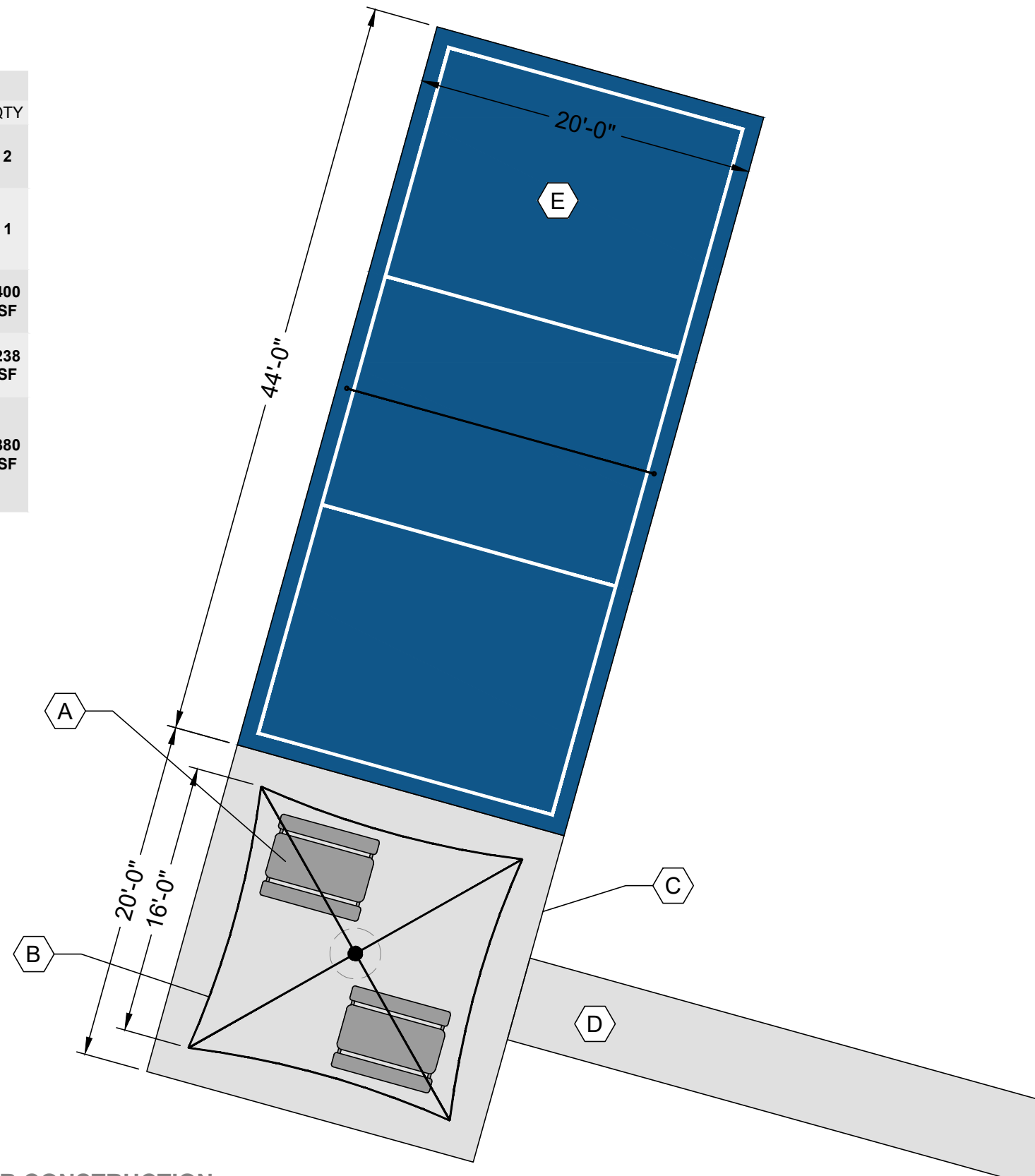
Drawing Name
KPS-31110

View
Site Plan

Sales Rep.
Jeff Goodman



LEGEND		
○	DESCRIPTION	QTY
A	Proposed Picnic Table T6RC	2
B	Proposed 16'x16'x10 Center Post Umbrella. Total post height: 10.5'	1
C	Proposed 20'x20' Concrete Pad	400 SF
D	Proposed 5' wide Concrete Sidewalk	238 SF
E	Proposed 20'x44' KraftKoat Play Deck coating, Pickleball Kourt Surfacing with White lines	880 SF



PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

Tanglewood Park Improvements

Hickory Creek, TX



Project 31110
Option 1

Sheet K.6

Designer MZB

Date 04.19.2024

Drawing Name KPS-31110

View Site Amenities Layout

Sales Rep. Jeff Goodman

IF THIS FILE HAS BEEN TRANSMITTED ELECTRONICALLY, THE ORIGINAL IS IN THE OFFICE OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. THE ELECTRONIC DOCUMENT WAS RELEASED BY KRAFTSMAN FOR A SPECIFIC USE. NO OTHER USE OR MODIFICATION MAY BE MADE WITHOUT THE WRITTEN CONSENT OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. ALL INSTRUMENTS OF SERVICE, INCLUDING ORIGINAL DRAWINGS, AND SPECIFICATIONS PREPARED BY KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT SHALL REMAIN THE PROPERTY OF KRAFTSMAN AND MAY NOT BE USED FOR ANY PURPOSES NOT SPECIFICALLY AGREED TO IN WRITING BY KRAFTSMAN. ALL REPRODUCTIONS OF THE INSTRUMENTS OF SERVICE SUPPLIED TO THE OWNER MAY BE USED BY THE OWNER FOR ANY PURPOSES RELATED TO THE SUBJECT PROPERTY. IN THE EVENT THAT ANY CHANGES ARE MADE IN THE PLANS AND/OR SPECIFICATIONS BY THE OWNER OR PERSONS OTHER THAN KRAFTSMAN, ANY AND ALL LIABILITY ARISING OUT OF SUCH CHANGES SHALL BE FULL RESPONSIBILITY OF THE OWNER UNLESS OWNER HAS RECEIVED KRAFTSMAN'S WRITTEN CONSENT FOR SUCH CHANGES.