



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, MAY 24, 2021, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

- 1.** Consider and act on an ordinance of the Town of Hickory Creek, Texas, granting to Denton County Electric Cooperative, Inc., d/b/a CoServ Electric, and its successors and assigns, the non-exclusive right to use and occupy rights-of-way within the Town of Hickory Creek, Texas for the construction and operation of an electric transmission and distribution system, prescribing conditions governing the use of the public rights-of-way; providing for compensation therefor, providing for an effective date and a term of said franchise, providing for written acceptance of this franchise.

- [2.](#) Consider and act on an ordinance of the Town of Hickory Creek, Texas, allowing for the inclusion of area receiving longstanding treatment as part of the municipality pursuant for Section 41.003 of the Texas Local Government Code by making an uncontestable finding that all territory included within the Town of Hickory Creek for the preceding twenty years is part of the Town of Hickory Creek, Texas.
- [3.](#) Consider and act on the 2021-2022 Hickory Creek Economic Development Corporation Budget.
- [4.](#) Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Oncor Electric Delivery Company, LLC. concerning street lighting.

Regular Agenda

- [5.](#) Interview for various boards and commissions.
- [6.](#) Consider and act on a final plat of The Farm at Heaven on Hook, Lots 1, 2, and 3, Block 1: being 1.995 acres situated in the J. Ramsay Survey, Abstract Number 1075, Town of Hickory Creek, Denton County, Texas. The property is located in the 100 block of North Hook.
- [7.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek, Texas, the City of Corinth, the City of Lake Dallas and the Town of Shady Shores, Texas concerning consulting services to identify broadband service providers.
- [8.](#) Consider and act on allocating funds to replace existing playground equipment in Arrowhead Park.
- [9.](#) Consider and act on appointments to Board of Adjustments.
- [10.](#) Consider and act on appointments to the Parks and Recreation Board.
- [11.](#) Consider and act on appointments to the Planning and Zoning Commission.
12. Discussion regarding prioritizing potential projects to be included in the FY 21-22 Budget.
- [13.](#) Discussion regarding the Lake Cities Chamber of Commerce Leadership Program.
14. Discussion regarding the 2021 Lake Cities 4th of July Celebration.

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 21, 2021 at 9:00 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

TOWN OF HICKROY CREEK, TEXAS
ORDINANCE NO. 2021-05-_____

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, GRANTING TO DENTON COUNTY ELECTRIC COOPERATIVE, INC., D/B/A COSERV ELECTRIC, AND ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT TO USE AND OCCUPY RIGHTS-OF-WAY WITHIN THE TOWN OF HICKORY CREEK, TEXAS, FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM; PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. DEFINITIONS

For the purpose of this Ordinance the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- A. "Town" shall mean the Type A General Law municipal corporation designated as the Town of Hickory Creek, Texas, and includes the territory that currently is or may in the future be included within the boundaries of the Town. Any territory that may be disannexed in the future shall not be included within the boundaries of the Town upon the effective date of the disannexation.
- B. "CIAC" shall mean all payments received by Cooperative for contributions in aid of construction performed within the boundaries of the Town, including but not limited to System Benefit Charges and Facilities Charges, on contracts entered into after the Effective Date.
- C. "Cooperative" shall mean Denton County Electric Cooperative, Inc., d/b/a CoServ Electric, a Texas electric cooperative corporation, and its successors and assigns.
- D. "Effective Date" shall be the date specified in Section 21 of this Ordinance.
- E. "Electric Distribution System" or "System" shall mean the Cooperative's system of cables, wires, lines, poles, towers, anchors, guy wires, insulators, transformers, substations, conduits, ducts, and any associated equipment, or plant, or other facilities designed and constructed for the purpose of producing, transmitting or distributing electricity to or from customers or locations within the Town, as the

same now exists and may from time to time be placed, removed, constructed, reconstructed, extended and maintained.

- F. "Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, or any state, county, municipality or other political subdivision.
- G. "Gross Revenues" shall mean the operating revenue for electric services provided by the Cooperative to its customers within the corporate boundaries of the Town pursuant to the accounting principles established by the Rural Utilities Service of the U. S. Dept. of Agriculture in 7 CFR 1767, including specifically 1767.26, Accounts 440-456, as amended, except as modified herein, including:
 - (1) all operating revenues received by the Cooperative from the sale of electricity to all classes of customers within the Town;
 - (2) all operating revenues derived from the Cooperative's service fees as defined in CFR 1767.26, Accounts 440-456, including, but not limited to, the following:
 - (a) charges to connect, disconnect, or reconnect service within the Town;
 - (b) charges to handle returned checks from consumers within the Town; and
 - (c) such other service charges and charges as may, from time to time, be authorized in the rates and charges of the Cooperative; and
 - (3) franchise fees collected from the Cooperative's customers located within the corporate boundaries of the Town.

The term "Gross Revenues" shall not include:

- (a) the revenue of any person including, without limitation, an affiliate of the Cooperative, to the extent that such revenue is also included in Gross Revenues of the Cooperative;
- (b) other than Franchise Fees, any taxes or fees required to be remitted to a third party including the Town;
- (c) any interest or investment income earned by Cooperative;
- (d) all monies received from the lease or sale of real or personal property;
- (e) any amounts billed or collected from Cooperative's members for refundable membership fees and deposits;
- (f) amounts derived from CIAC or any franchise fee assessed on CIAC;
- (g) sales of energy or electric service for resale or to wholesale customers;

- (h) reimbursements for damage to or relocation of any part of the System;
 - (i) amounts billed or collected by the Cooperative from its customers for charitable contributions such as Operation Roundup®;
 - (j) revenues billed but not ultimately collected or received by the Cooperative;
 - (k) Pole Attachment Revenue or any franchise fee assessed on Pole Attachment Revenue; and
 - (l) State or Federal grants or reimbursements.
- H. "Laws" shall mean any and all federal, state and local statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Town or other governmental agency having joint or several jurisdiction over the parties to the Franchise granted herein, in effect either as of the Effective Date or at any time during the term of the Franchise granted herein.
- I. "Pole Attachment Revenue" shall mean any revenue received by the Cooperative from third-party attachments to the Cooperative's utility poles or other facilities. .
- J. "Public Right-of-Way" shall mean all present and future public streets, public thoroughfares, highways and alleys owned by Town, and all present and future public utility easements located on property owned by the Town that allow the use of Cooperative's facilities. This term shall not include county, state, or federal rights of way or any property owned by any person or agency other than the Town, except as provided by applicable Laws or pursuant to an agreement between the Town and any such person or agency.
- K. "Public Utility Commission of Texas" or "PUC" shall mean that agency as presently constituted by the laws of the State of Texas or any successor agency.
- L. "Tariff" shall mean the Tariff for Electric Service for Cooperative, effective as of January 21, 2021, and as subsequently revised or amended.

SECTION 2. GRANT OF AUTHORITY.

A. There is hereby granted to Cooperative and its successors and assigns, the right, privilege and franchise to construct, re-construct, extend, maintain, repair, remove and operate in, along, under and across the Public Rights-of-Way of Town an Electric Distribution System consisting of electric power lines, with all necessary or desirable appurtenances and communications cables, equipment, devices and other equipment (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for its own internal and non-commercial use), for the purposes of supplying,

operating, managing, controlling, optimizing, and maintaining electric service to the Town, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, and operating, managing, controlling, and maintaining local and regional distribution and/or transmission systems, for the term set out in Section 12 ("Franchise").

The Franchise granted herein does not grant to the Cooperative the right, privilege, or authority to engage in any other business within the Town requiring the grant of a right, privilege or authority by the Town, other than the provision of electric utility service.

B. The Franchise granted herein does not establish any priority for the use of the Public Rights-of-Way by Cooperative or by any present or future recipients of franchise agreements, franchisees, or other permit holders. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to the Town, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, Cooperative and other permit holders, as reasonably determined by the Town in the lawful exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

C. Cooperative acknowledges that by this Ordinance it obtains only the non-exclusive right to use the Public Rights-of-Way that is expressly granted herein. Cooperative acknowledges and accepts at its own risk that Town may make use of the Public Rights-of-Way in a manner that is inconsistent with Cooperative's placement and use of its Electric Distribution System located in the Public Rights-of-Way, and in that event Cooperative shall not be entitled to compensation from Town except to the extent Town is obligated to compensate Cooperative under applicable Laws.

D. Cooperative shall have the right to lease, license or otherwise grant to a party other than Cooperative the use of its facilities within the Town's Public Rights-of-Way, provided that prior to the date of the initial attachment of the facilities of a new lessee, licensee, or user to Cooperative's facilities, Cooperative shall notify the Town of the name of the lessee, licensee, or user, the type of service(s) intended to be provided through the facilities, and the name and telephone number of a contact person associated with such lessee, licensee, or user. This authority to lease facilities within the Public Rights-of-Way shall not affect any such lessee, licensee, or user's obligation, if any, to pay franchise fees to the Town.

SECTION 3. PURPOSE.

The provisions set forth in this Ordinance represent the terms and conditions under which Cooperative shall construct, re-construct, extend, repair, remove, operate and maintain the

System within the Public Rights-of-Way of the Town. Except as otherwise provided in this Ordinance, the Town does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future charters or ordinances of the Town. Not included in the Franchise granted herein are any facilities (including any equipment attached in any way to Cooperative's facilities, whether owned by the Cooperative or not) that provide data delivery, cable service, telephone service, and/or any other service or product unrelated to the Cooperative's transmittal and delivery of electricity.

SECTION 4. OPERATION, CONSTRUCTION AND MAINTENANCE OF ELECTRIC DISTRIBUTION SYSTEM.

A. Cooperative's System shall be initially constructed so as not to unreasonably interfere with any existing publicly-owned or publicly-franchised water and wastewater lines, gas lines, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly-owned or publicly-franchised facility. The Town shall have the right at any time to order and require Cooperative to remove and abate any part of its Electric Distribution System that is unnecessarily dangerous to life or property, and in case Cooperative, after notice, fails or refuses to act within a reasonable time, the Town shall have the power to remove or abate the same at the expense of Cooperative, all without compensation or liability for damages to Cooperative.

B. Permits

1. Cooperative's facilities shall interfere as little as reasonably possible with Town-owned public works facilities and with vehicular and pedestrian use of Public Rights-of-Way.
2. Cooperative shall not be required to submit a permit application for the placement of facilities outside of the Public Rights-of-Way, however, Cooperative shall provide detailed drawings, in accordance with Cooperative's customary practice, reflecting Cooperative's installations on private property so that Town may verify compliance with Town ordinances related to zoning, development, building regulations, and setbacks, and for easement verification.
3. Cooperative shall submit a permit application to Town for the placement of new facilities, for upgrade or augmentation of existing facilities, or for replacement of existing facilities in the Public Rights-of-Way. Such permit application shall include:

- (a) complete plans and detailed drawings reflecting compliance with all applicable zoning, development, and building requirements of the Town; and
 - (b) all additional information requested by Town reasonably related to the permit request.
- 4. Except as otherwise provided in this Section 4(B), following the submission of a permit application described herein, notice of Town's approval or denial of Cooperative's request for a permit shall be provided in accordance with Town's usual procedures for processing of permit applications.
- 5. Town shall endeavor to complete its review of Cooperative's application within thirty (30) business days after Town's receipt of the permit application. Prior to the expiration of the said thirty (30) business day period, City shall request any additional information that is necessary to complete its review of Cooperative's application. City shall issue a decision regarding Cooperative's permit application within fifteen (15) business days of receipt of the additional information. If the additional information is not sufficient to complete the review of Cooperative's application, the City may request additional information. City shall issue a decision regarding the application within fifteen (15) business days of receipt of all additionally requested information.
- 6. If Town has not approved or denied Cooperative's request for a permit within:
 - (a) Thirty (30) business days after receipt by Town of the permit application (if no additional information was requested by Town), or
 - (b) The timeline established in Section 4(B)(5) after receipt by Town of all additional information requested by Town reasonably related to the permit request,then upon written request by Cooperative, the Town's Department Director in charge of the permit process shall, within fifteen (15) days after such written request, approve (and issue) the permit or deny the permit application in question.
- 7. Cooperative may proceed with the placement of the facilities described in its permit application if written notice of Town's approval or denial of Cooperative's request for a permit is not provided within the timeline pursuant to Section 4(B)(6) above.

8. A permit application for new overhead facilities not directly associated with a line extension for new electric service, or for overhead facilities to augment, upgrade, replace, or repair facilities within a Public Right-of-Way on existing poles (existing pole lines) containing overhead facilities, may not be denied for aesthetic reasons.
9. A permit application approved by the Town may be valid for a period of time consistent with the amount of time reasonably required and submitted in the permit application for the Cooperative to perform the work described in the permit application. City shall grant an extension for such time as reasonably required to complete such work upon Town's receipt of Cooperative's request in writing for such an extension, but in no case shall the extended period exceed six (6) months from date of such written request.
10. In determining the location of the Cooperative's new facilities within the Town, the Cooperative shall minimize interferences with then-existing or documented planned underground structures of the Town or with the existing facilities of other users of the Public Rights-of-Way. In determining the location of the facilities of the Town and other utility franchisees and other users of the Public Rights-of-Way within the Town, the Town shall take reasonable steps to minimize the interference with existing facilities of the Cooperative and shall require other utility franchisees or users of the Public Rights-of-Way to minimize interference with existing facilities of the Cooperative.

C. Cooperative's property and operations within the Public Rights-of-Way of the Town shall be subject to such reasonable and lawful rules and regulations of the Town or other Governmental or Regulatory Authority as may be authorized by applicable law from time to time for the protection of the public health, safety and welfare. This Ordinance shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Public Utility Regulatory Act, or other state or federal law. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the Town that Cooperative believes are contrary to applicable Laws.

D. Cooperative shall construct, re-construct, extend, repair, remove, maintain, operate and replace its facilities in accordance with its Tariff and in conformance with the applicable provisions of the National Electric Safety Code or such comparable standards as may

be adopted by the Cooperative, provided such comparable standards are not in conflict with the National Electric Safety Code. Cooperative shall comply with applicable Laws and standards.

E. Town may request that Cooperative place new facilities underground, provided that, if Cooperative otherwise would, pursuant to its Tariff, construct those facilities overhead, the Town or property developer shall (a) bear the cost differential between overhead and underground construction and facilities and (b) specify and provide, in compliance with the Cooperative's reasonable specifications and requirements, a location for such underground facilities.

F. Cooperative and Town have agreed that Cooperative shall not be obligated to provide maps identifying all Cooperative facilities within the Town boundaries, provided however, that Cooperative agrees to provide reproducible copies of maps showing the location of all Cooperative primary electric lines within the Public Rights-of-Way at least annually upon request by Town. The maps shall be provided in electronic digital format, if available. In addition, upon request, Cooperative shall cooperate with the Town by identifying and locating, at locations specified by the Town, Cooperative's existing facilities such as underground conduits, manholes to access such underground conduits, and other appurtenances and by providing information to the Town regarding Cooperative's plans for future facilities. Maps provided to Town by Cooperative shall be maintained as confidential by the Town as provided in Section 14 hereof. Upon request, the Town shall cooperate with the Cooperative by identifying and locating, at locations specified by the Cooperative, Town's existing facilities such as water and sewer lines, storm drains, communications lines, and appurtenances.

G. Any and all excavations and obstructions in and upon the Public Rights-of-Way and other public places in the Town caused by the Cooperative's operations under the Franchise granted herein shall be repaired and removed as quickly as is reasonably possible, under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to at least the condition that existed prior to the excavation. All utilities, irrigation equipment, utility equipment, and any other improvements located in the Public Rights-of-Way and disturbed by the Cooperative's operations under the Franchise granted herein shall likewise be restored within a reasonable time to as good a condition as existed before the commencement of the work to the satisfaction of the Town. Replacement of sod is to be of like kind, smoothed, shaped, rolled and compacted for proper landscape maintenance. Cooperative warrants that any such restoration work performed in the Public Rights-of-Way shall be in satisfactory condition for a period of two (2) years after completion of restoration, to the extent that such restoration work has not been disturbed by others. In the event that the Cooperative fails to repair or restore an excavation site within fourteen (14) calendar days after receipt of written notice from the Town of a deficiency,

the Town may, at its option, perform the needed repair or restoration and the Cooperative shall promptly reimburse the Town for the cost of such repair or restoration.

H. Town shall have the right to inspect all reconstruction or installation work and to make such tests as it deems necessary to ensure compliance with the terms of this Ordinance, or other applicable Town ordinances or pertinent provisions of law.

I. The public shall be protected by barriers and lights placed, erected, marked and maintained by the Cooperative in accordance with standards set forth in the current Texas Manual on Uniform Traffic Control Devices as well as any other applicable local, state and federal requirements. Except for repairs, day-to-day maintenance, or in cases of emergency conditions, work conducted within the Public Rights-of-Way shall require an approved permit issued by the Town prior to commencement of work. In no instance shall Cooperative be required to pay fees or post bonds related to its use of the Public Rights-of-Way.

J. Cooperative shall have the authority to trim or remove trees and vegetation upon or overhanging its System that may endanger or interfere with the System and its operation, and to prevent the vegetation and the branches of such trees from coming in contact with the System. The Cooperative's vegetation management practices shall be consistent with the safety requirements for pruning, repairing, maintaining, and removing trees endorsed by the American National Standards Institute (specifically the ANSI A300, titled "Best Management Practices, Utility Pruning of Trees"); NESC Section 218; and state law. Except during an emergency or the recovery after an emergency, Cooperative shall notify the Town and its residents at least three (3) days prior to entering onto property to perform any tree trimming activities. The Town will encourage new developments to make prudent tree selection and planting decisions around power lines.

K. Upon the written request of any person holding a building moving permit issued by the Town, Cooperative shall remove, raise or lower its wires temporarily to permit the moving of a house, building or other bulky structure. The reasonable expense of such temporary removal, raising or lowering shall be paid by the benefitted person or persons and Cooperative may require such payment in advance. Cooperative shall be given not less than forty-eight (48) hours advance notice in writing to arrange for such temporary removal, raising or lowering.

L. Nothing contained in this Ordinance shall be construed to require any pole attachments for electric light or power wires or electrical facilities or systems not provided by Cooperative, or any non-electric wires, facilities or systems, to be attached to Cooperative's poles or other physical plant. If the Town or any other person or entity desires pole attachments for any such electric or non-electric wires, facilities or systems not provided by Cooperative, then a further separate, non-contingent agreement shall be prerequisite to such attachments or such use of any

trench space. Nothing herein shall prohibit Cooperative from requiring reasonable, non-discriminatory terms and from charging just compensation pursuant to a pole attachment or joint use agreement; however, any pole attachment or joint use agreement with a third party shall not be enforceable by the Town.

M. In areas of the Town where the Town finds that the Public Rights-of-Way will not readily accommodate further facilities, the Town may require Cooperative to share trench space with the Town or any other person authorized to use such Public Rights-of-Way for the placement of its cables or ducts. Ducts, cables, or wires not owned by Cooperative shall be placed in trenches in compliance with applicable safety and construction standards in a manner that does not interfere with Cooperative's ducts, conduit, cables or wires. Nothing herein shall prohibit Cooperative from requiring reasonable, non-discriminatory terms and from charging just compensation for the use of its facilities or trench space; however, any such agreement with a third party shall not be enforceable by the Town.

N. The Cooperative shall hold itself ready to furnish, subject to Section 4(L) above, such space as may be required from time to time by the Town upon the poles now owned or hereafter erected by the Cooperative in the Town for the use of the Town's police, fire alarm, communications, and traffic signal systems (for purposes of this Section hereafter referred to as "Town Systems"); provided that such Town use and placement shall be in compliance with applicable safety and construction standards and shall not interfere with Cooperative's System. The location on the poles of the Town Systems shall be determined on specific applications for space, at the time the applications are received from the Town, and will be allotted in accordance with the National Electrical Safety Code. In its wire construction on Cooperative's poles, the Town shall comply with the applicable suggestions, standards and requirements of the National Electrical Safety Code and such construction shall not interfere with or cause damage to the Cooperative's System.

O. Town shall not sell, lease or otherwise make available any rights granted by Cooperative to Town to use Cooperative's facilities to any third party. Such rights are provided solely for the non-commercial, governmental use by the Town.

SECTION 5. RELOCATION OF FACILITIES.

A. The Town reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Cooperative.

B. The Town also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and other public improvements. Upon request by Town, Cooperative shall relocate, remove, or alter its facilities at its expense whenever such relocation, removal, or alteration is made necessary by Public Right-of-Way or other public improvements, provided that the Town shall provide Cooperative with at least thirty (30) days prior written notice and shall specify and provide a new location for such facilities within the Public Rights-of-Way. If Cooperative believes that the cost is excessive to relocate, remove, or alter its facilities per the Town request, Cooperative shall have the opportunity to present alternative proposals for the Town's consideration. Town may request that Cooperative relocate existing overhead facilities underground when Cooperative is required to relocate facilities under this Section 5(B), provided that the Town or property developer shall (a) bear the cost differential between overhead and underground construction and facilities and (b) specify and provide, in compliance with the Cooperative's reasonable specifications and requirements, a new location for such facilities.

C. When Cooperative is required by Town to remove or relocate its poles, towers, conduits, cables, and other facilities to accommodate Public Right-of-Way improvements, and Cooperative is eligible under Federal, State, County, Town or other local agencies or programs for reimbursement of costs and expenses incurred by Cooperative as a result of such removal or relocation and such reimbursement is required to be handled through Town, the Cooperative's costs and expenses shall be included in any application by Town for reimbursement, if Cooperative submits its cost and expense documentation to Town prior to the filing of the application. Town shall provide reasonable notice to Cooperative of the deadline for Cooperative to submit documentation of the costs and expenses of such removal or relocation to Town.

D. If a Public Right-of-Way in which Cooperative has facilities is proposed to be vacated, eliminated, discontinued, or closed, Cooperative shall be notified of same at least sixty (60) days prior to such event, and all rights of Cooperative under this Ordinance to use same shall terminate, provided that a reasonable alternate route within the Public Right-of-Way is available for relocation of such facilities. Cooperative shall, as soon as reasonably possible, remove the Electric Distribution System from such Public Right-of-Way unless Cooperative obtains any necessary easements from the affected property owner to use the former Public Right-of-Way, or a court orders the provision of such easements. Where reasonably possible and to the extent consistent with the treatment of other utility facilities in the former Public Right-of-Way, Town shall reserve easements for Cooperative to continue to use the former Public Right-of-Way. Cooperative shall bear the cost of any removal or relocation of the Electric Distribution System

unless the vacation, elimination, discontinuance or closure is primarily for the benefit of a private party, in which case the private party shall bear such costs.

E. If the Town requires the Cooperative to adapt or conform its facilities, or in any manner to alter, relocate, or change its property to enable any other entity to use, or use with greater convenience, said Public Rights-of-Way, the Cooperative shall not be bound to make such changes until such other entity shall have undertaken, with good and sufficient bond, to reimburse the Cooperative for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Cooperative's property or facilities.

SECTION 6. LIABILITY INSURANCE.

Cooperative shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of the Franchise granted herein, insurance in the amounts, types and coverages set forth below. Such insurance may be in the form of self-insurance to the extent not precluded by applicable law or by obtaining insurance, as follows:

- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of not less than five million dollars (\$5,000,000) per occurrence and not less than ten million dollars (\$10,000,000) aggregate. To the extent that coverage is maintained on a claims made form, the minimum limits are not less than ten million dollars (\$10,000,000) per occurrence and not less than twenty million dollars (\$20,000,000) aggregate. This coverage shall include the following:
 - 1. Products/completed operations to be maintained for the warranty period specified in Section 4(G), provided however that no bond shall be required.
 - 2. Personal and advertising injury.
 - 3. Contractual liability.
 - 4. Explosion, collapse, or underground (XCU) hazards.
- B. Automobile liability coverage with a minimum policy limit of not less than one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
- C. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Cooperative must provide the Town with a waiver of subrogation for workers' compensation claims.
- D. Cooperative must name the Town, which includes all authorities, commissions, divisions, and departments, as well as elected and appointed officials, agents, and volunteers, as additional insureds under the coverage required herein, except

workers' compensation coverage. The certificate of insurance must state that the Town is an additional insured.

- E. Cooperative will require its contractors and subcontractors performing work within the Public Rights-of-Way to maintain, at their sole cost and expense, commercial general or excess liability on an occurrence or claims made form with minimum limits of not less than one million dollars (\$1,000,000) per occurrence and not less than two million dollars (\$2,000,000) aggregate. Such insurance shall be required under the same conditions as specified herein for Cooperative. Cooperative will maintain at all times, and will provide to Town upon request, proof of its contractors' and subcontractors' compliance with this requirement.
- F. The Cooperative will provide proof of insurance in accordance with this Ordinance within thirty (30) days of the effective date hereof and annually thereafter. Cooperative will not be required to furnish separate proof when applying for permits.
- G. All policies shall be endorsed to read: "THIS POLICY WILL NOT BE CANCELLED OR NON-RENEWED WITHOUT 30 DAYS ADVANCE WRITTEN NOTICE TO THE TOWN EXCEPT WHEN THIS POLICY IS BEING CANCELLED FOR NONPAYMENT OF PREMIUM, IN WHICH CASE TEN (10) DAYS ADVANCE WRITTEN NOTICE IS REQUIRED.

SECTION 7. NON-EXCLUSIVE FRANCHISE.

The Franchise granted herein is not exclusive, and nothing herein contained shall be construed so as to prevent the Town from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

SECTION 8. COMPENSATION TO THE TOWN.

A. In consideration of the grant of said right, privilege and franchise by the Town and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, Cooperative shall pay to the Town a franchise fee as set forth herein ("Franchise Fee").

- 1. The Franchise Fee shall be in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the Town may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the Town is authorized to levy

and impose upon real and personal property, sales and use taxes, and special assessments for public improvements.

2. The Franchise Fee on Gross Revenues shall be paid quarterly, within forty-five (45) days after the end of each calendar quarter (*i.e.*, by May 15, August 15, November 15, and February 15 of each year of this Franchise term).
3. Quarterly payments shall be a sum equal to ~~five~~four percent (~~5~~4%) of Gross Revenues received by Cooperative for the immediately preceding calendar quarter.
4. Payments shall continue in like manner for any extension of the Franchise granted herein as provided in Section 12 hereof.

B. With each payment of compensation required by Section 8(A), Cooperative shall furnish to the Town a statement, executed by an authorized officer of Cooperative or designee, in sufficient detail to show how each component of the payment described herein was arrived at and how the amount paid to the Town was determined for the pertinent quarter.

C. If either party discovers that Cooperative has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual agreement between the Town and Cooperative and the Town shall be paid by Cooperative within thirty (30) calendar days of such determination or such additional time as mutually agreed to by the Town and Cooperative. Any overpayment to the Town through error or otherwise will, at the sole option of the Town, either be refunded or offset against the next payment due from Cooperative. Acceptance by the Town of any payment due under this Section shall not be deemed to be a waiver by the Town of any breach of this Ordinance, nor shall the acceptance by the Town of any such payments preclude the Town from later establishing that a larger amount was actually due or from collecting any balance due to the Town.

D. Interest on late payments and underpayments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with Texas Utilities Code § 183.003, as amended, for the time period involved.

E. No taxes, fees, or other payments by Cooperative to the Town, including, but not limited to, ad valorem taxes, shall reduce the Franchise Fees payable to the Town hereunder, except as agreed to in writing by the Town.

F. Within thirty (30) days after the effective date of this Ordinance, the Town shall provide Cooperative (at the notice address specified in Section 17) with maps clearly showing the location of the boundaries of the Town. Within thirty (30) days after Town annexes property into, or disannexes property from, the territory of Town, Town shall provide Cooperative (at the notice

address specified in Section 17) with maps clearly showing the location of the boundaries of such annexed or disannexed property. Within sixty (60) days, or such additional time as mutually agreed to by the Town and Cooperative, after Cooperative's receipt by certified mail of (i) written notice from the Town that the Town has annexed territory into the Town and (ii) maps showing clearly the areas annexed, the Cooperative shall revise its accounting records to include the annexed territory, and Cooperative's customers therein, within the Town. After such time period, each kilowatt hour of electricity delivered by Cooperative to each retail customer whose consuming facility's point of delivery is located within such annexed area shall be included in the calculation of the amount described in Section 8(A) above.

G. Cooperative is hereby authorized to surcharge to customers within the Town all or any portion of the Franchise Fee that is the subject of this Ordinance. All bills for service rendered within the Town may be adjusted so as to recover the Franchise Fee that is the subject of this Ordinance, less any percentage that is recovered by Cooperative through base rates or other charges.

SECTION 9. ACCOUNTING MATTERS.

A. Cooperative shall maintain the fiscal records and supporting documentation for Gross Revenues and the payment of Franchise Fees associated with this Ordinance for not less than five years.

B. Cooperative shall provide Town and any of its duly authorized representatives access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written material, and other papers belonging to or in use by Cooperative pertaining to the Franchise Fee payable under this Ordinance (the "Records") during the Cooperative's regular business hours and at the Cooperative's principal offices upon receipt of thirty (30) days written notice from Town. Town's access to the Records will be limited to information needed to verify that, within the two (2) year period prior to such access to the Records, Cooperative is and has been complying with the terms of this Ordinance with respect to the payment of Franchise Fees. Town may conduct an audit or other inquiry in relation to a Franchise Fee payment made by Cooperative or may pursue a cause of action in relation to Cooperative's payment of any Franchise Fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than two (2) years before the commencement of such audit, inquiry, or pursuit of a cause of action. If such an examination reveals that Cooperative has underpaid the Franchise Fee to Town, then upon receipt of written notification from Town regarding the existence of such underpayment, Cooperative shall undertake a review of Town's claim and, if said underpayment is confirmed, remit the amount of underpayment to Town, including any interest calculated in

accordance with Section 8(D). The cost of the audit shall be borne by Town unless the Cooperative is finally determined to have underpaid the Franchise Fee by five percent (5%) or more, in which case the reasonable costs of the audit shall be immediately reimbursed to the Town by Cooperative. The rights to access the Records shall terminate two (2) year(s) after the termination or expiration of this Ordinance.

SECTION 10. RIGHT OF RENEGOTIATION.

A. Should either Cooperative or the Town have cause to believe that a change in circumstances relating to the terms of the Franchise granted herein may exist, it may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place. If the Cooperative elects to participate in customer choice (*i.e.*, retail competition), it shall notify the Town within thirty (30) days of the Cooperative's election to so participate.

B. Should either party hereto determine that based on a change in circumstances, it is in such party's best interest to renegotiate all or some of the provisions of this Ordinance, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment of this Ordinance as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the Town and Cooperative agree to a change in a provision of this Ordinance, the change shall become effective upon passage of an ordinance by the Town in accordance with the Town Charter and acceptance of the ordinance by Cooperative.

SECTION 11. TRANSFER AND ASSIGNMENT.

The Franchise granted herein shall not be assigned or transferred without the written consent of the Town, which consent shall not be unreasonably withheld, provided, however, that Cooperative may assign its rights under this Ordinance to a parent, subsidiary, affiliate or successor entity without such consent, so long as (i) such parent, subsidiary, affiliate or successor assumes all obligations of Cooperative hereunder, and (ii) is bound to the same extent as Cooperative hereunder. Cooperative shall give the Town sixty (60) days prior written notice of any assignment to a parent, subsidiary, affiliate or successor entity. Any required consent shall be expressed by an ordinance that fully recites the terms and conditions, if any, upon which such consent is given. Any assignment or transfer effected prior to the Town's approval thereof, if required, shall authorize the Town to treat such assignment or transfer as an Uncured Event of

Default and immediately implement the provisions of Section 13, including the right to terminate the Franchise granted herein.

SECTION 12. TERM.

This Ordinance shall become effective on the Effective Date and shall expire on December 31 of the calendar year in which the tenth (10th) anniversary of the Effective Date occurs; provided that, unless written notice of non-renewal is given by either party hereto to the other not less than six (6) months before the expiration of the Franchise granted herein, it shall be automatically renewed for an additional period of one (1) year from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than six (6) months before the expiration of any such renewal period.

SECTION 13. DEFAULT, REMEDIES AND TERMINATION.

A. Events of Default. The occurrence, at any time during the term of the Franchise granted herein, of any one or more of the following events, shall constitute an Event of Default by Cooperative under this Ordinance:

1. The failure of Cooperative to pay the Franchise Fee on or before the due dates specified herein.
2. Cooperative's breach or violation of any of the terms, covenants, representations or warranties contained herein or Cooperative's failure to perform any material obligation contained herein.

B. Uncured Events of Default.

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to Town or a third party, Cooperative shall have thirty (30) calendar days after receipt of written notice from Town of an occurrence of such Event of Default (or such longer time as the Town may specify in such notice) to cure same before Town may exercise any of its rights or remedies pursuant to Section 13(C).
2. Upon the occurrence of an Event of Default by Cooperative which cannot be cured by the immediate payment of money to Town or a third party, Cooperative shall have sixty (60) calendar days (or such additional time as may be agreed to by the Town) after receipt of written notice from Town of an occurrence of such Event of Default to cure same before Town may exercise any of its rights or remedies pursuant to Section 13(C).
3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall,

without additional notice, become an Uncured Event of Default, which shall entitle Town to exercise the remedies pursuant to Section 13(C).

C. Remedies. Upon receipt of a notice of an alleged Uncured Event of Default as described in Section 13(B), which notice shall specify the alleged failure with reasonable particularity, the Cooperative shall, within the time periods specified in Section 13(B) or such longer period of time as the Town may specify in such notice, either cure such alleged failure or, in a written response to the Town, either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming or the Town determines that an unexcused Uncured Event of Default has occurred, Town shall be entitled to exercise any and all of the following cumulative remedies;

1. The commencement of an action against Cooperative at law for monetary damages.
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, which as a matter of equity, are specifically enforceable.
3. The termination of the Franchise granted herein.

D. Remedies Not Exclusive. The rights and remedies of Town and Cooperative set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. Town and Cooperative understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by Town of any one or more of such remedies shall not preclude the exercise by Town, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Ordinance, Town shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Ordinance.

E. Termination. The Franchise granted herein may be terminated only in accordance with the provisions of Section 13(C). Town shall notify Cooperative in writing at least thirty (30) business days in advance of the Town Council meeting at which the questions of termination shall be considered, and Cooperative shall have the right to appear before the Town Council in person or by counsel and raise any objections or defenses Cooperative may have that are relevant to the proposed forfeiture or termination. The final decision of the Town Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Cooperative of the Town Council's decision terminating the Franchise granted herein, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the

termination becomes final and unappealable. If no appeal is filed, the effective date of such termination shall be the thirtieth (30th) day following the date of the final termination decision of the Town Council. Until the termination becomes effective the provisions of the Franchise granted herein shall remain in effect for all purposes.

F. The failure of the Town to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the Town unless said waiver or relinquishment is in writing and signed by the Town.

SECTION 14. PUBLIC INFORMATION.

If the Cooperative provides confidential or proprietary information to the Town, the Cooperative shall be solely responsible for identifying such information with markings calculated to bring the Town's attention to the proprietary or confidential nature of the information, provided it is expressly understood and agreed that all maps and all information concerning Franchise Fee calculation and payments and audit information furnished by or on behalf of the Cooperative to the Town or its auditors or consultants shall be deemed strictly confidential and subject to the Town's agreement in the next sentence. The Town agrees to maintain the confidentiality of any information obtained from Cooperative so designated to the fullest extent allowed by law. Town shall not be liable to Cooperative for the release of any information the Town is required to release by law. Town shall provide notice to Cooperative of any request for release of information designated as confidential or proprietary prior to releasing the information so as to allow Cooperative adequate time to pursue available remedies for protection. If the Town receives a request under the Texas Public Information Act that includes information designated by Cooperative as proprietary or confidential, Town will notify the Texas Attorney General of the asserted proprietary or confidential nature of the document(s). The Town also will provide Cooperative with a copy of such notification to the Texas Attorney General, and thereafter Cooperative is responsible for establishing that an exception under the Texas Public Information Act allows the Town to withhold the information.

SECTION 15. PUBLIC PURPOSE.

All of the provisions contained in this Ordinance are hereby declared to be for a public purpose, and are in the interests of the health, safety, and welfare of the general public.

SECTION 16. SEVERABILITY; ORDINANCE CONTROLLING.

If any provision, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the parties in adopting this Ordinance that no provision hereof shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to that end, all provisions of this Ordinance are declared to be severable. Both the Cooperative and the Town expressly recognize that this Ordinance creates a binding and enforceable contract between them, which contract may not be amended without written consent of both the Cooperative and the Town. Should any inconsistency or conflict exist between the provisions of this Ordinance and the Town's charter or another ordinance or ordinances, then the provisions of this Ordinance shall control to the extent of such inconsistency or conflict to the extent not prohibited by law.

SECTION 17. NOTICE.

Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is deemed served and received by the other party as provided above, the last address of such party designated for notice shall remain such party's address for notice.

TOWN

Town of Hickory Creek, Texas
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065
Attention: Town Secretary

COOPERATIVE

Denton County Electric Cooperative, Inc.,
d/b/a CoServ Electric
7701 S. Stemmons Freeway
Corinth, Texas 76210-1842
Attention: President

SECTION 18. ACCEPTANCE.

In order to accept the Franchise granted herein, Cooperative must file with the Town Secretary its written acceptance of this Ordinance within sixty (60) days after the Town provides written notice to Cooperative of this Ordinance's final passage and approval by Town (the "Town Adoption Notice"). Cooperative shall reimburse Town for publication expenses incurred by Town

ORDINANCE 2021-05-_____

in connection with Town publishing this Ordinance for purposes of public notification of the accepted Franchise to the extent that such expenses do not exceed the cost to publish the caption of this Ordinance in accordance with Section 52.013(a) of the Texas Local Government Code,

Upon Cooperative's written acceptance of the terms of this Ordinance, all claims of Town and Cooperative under any prior franchise ordinance or other agreement between the parties that were or could have been made by either party shall be forever waived and extinguished.

SECTION 19. FUTURE AMENDMENTS.

This Ordinance may be amended only by an ordinance adopted by the Town and accepted by the Cooperative in writing.

SECTION 20. ORDINANCE PASSED AT PUBLIC MEETING.

It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

SECTION 21. EFFECTIVE DATE.

Upon the filing of Cooperative's written acceptance of the Franchise granted herein, this Ordinance shall become effective as of the first day of the calendar month that is not less than sixty (60) days after the final adoption of this Ordinance by the Town.

SECTION 22. REPEAL.

This Ordinance shall supersede any and all other franchises granted by the Town to Cooperative, its predecessors and assigns.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF _____, 2021.

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

TOWN ATTORNEY

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2021-05-_____

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, ALLOWING FOR THE INCLUSION OF AREA RECEIVING LONGSTANDING TREATMENT AS PART OF THE MUNICIPALITY PURSUANT TO SECTION 41.003 OF THE TEXAS LOCAL GOVERNMENT CODE BY MAKING AN UNCONTESTABLE FINDING THAT ALL TERRITORY INCLUDED WITHIN THE TOWN OF HICKORY CREEK FOR THE PRECEDING TWENTY YEARS IS PART OF THE TOWN OF HICKORY CREEK, TEXAS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE IS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 41.003 provides an irrebuttable presumption that an area is a part of the municipality for all purposes and may not be contested for any cause, so long as certain conditions, enumerated in Texas Local Government Section 41.003(b), have been met; and

WHEREAS, the records of the Town indicate that the area designated in the attached Exhibit "A" has been a part of the Town for at least the preceding twenty years; and

WHEREAS, the Town has provided municipal services, including police protection, to the area and has treated the area as part of the Town during the preceding twenty years; and

WHEREAS, there has not been a final judicial determination during the preceding twenty years that the area is outside the boundaries of the Town; and

WHEREAS, there is no pending lawsuit that challenges the inclusion of the area as part of the Town.

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

SECTION 1.

That the findings herein are adopted. The Town Council hereby makes the following findings that on the date of adoption of this ordinance:

- a) Town records indicate the area designated in the attached Exhibit "A" has been a part of the Town of Hickory Creek for at least the preceding twenty years; and

- b) The Town of Hickory Creek has provided municipal services, including police protection, to the area designated in the attached Exhibit “A” and has treated the area as part of the Town during the preceding twenty years; and
- c) There has not been a final judicial determination during the preceding twenty years that the area designated in the attached Exhibit “A” is outside the boundaries of the Town of Hickory Creek; and
- d) There is no pending lawsuit that challenges the inclusion of the area designated in the attached Exhibit “A” as part of the Town of Hickory Creek.

SECTION 2.

That the requirements of state law for inclusion of the area designated in Exhibit “A” have been met and the inclusion as a part of the Town of Hickory Creek for all purposes of the area designated in Exhibit “A” is not contestable. The attached Exhibit “A” is hereby adopted and incorporated as part of this ordinance.

SECTION 3.

That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4.

If any section, paragraph, sentence, clause, phrase or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

SECTION 5.

It is hereby found and determined that the meeting at which this ordinance was passed was open to the public, as required by Section 551.001, *et seq.*, of the Texas Government Code, and that advance public notice of the time, place and purpose of said meetings was given.

SECTION 6.

This ordinance shall take effect immediately upon its first and only reading and passage.

PASSED AND APPROVED the ____ day of _____, 2021, at a regular meeting of the Town Council of the Town of Hickory Creek, Texas, by a vote of ____ yeses and ____ noes.

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

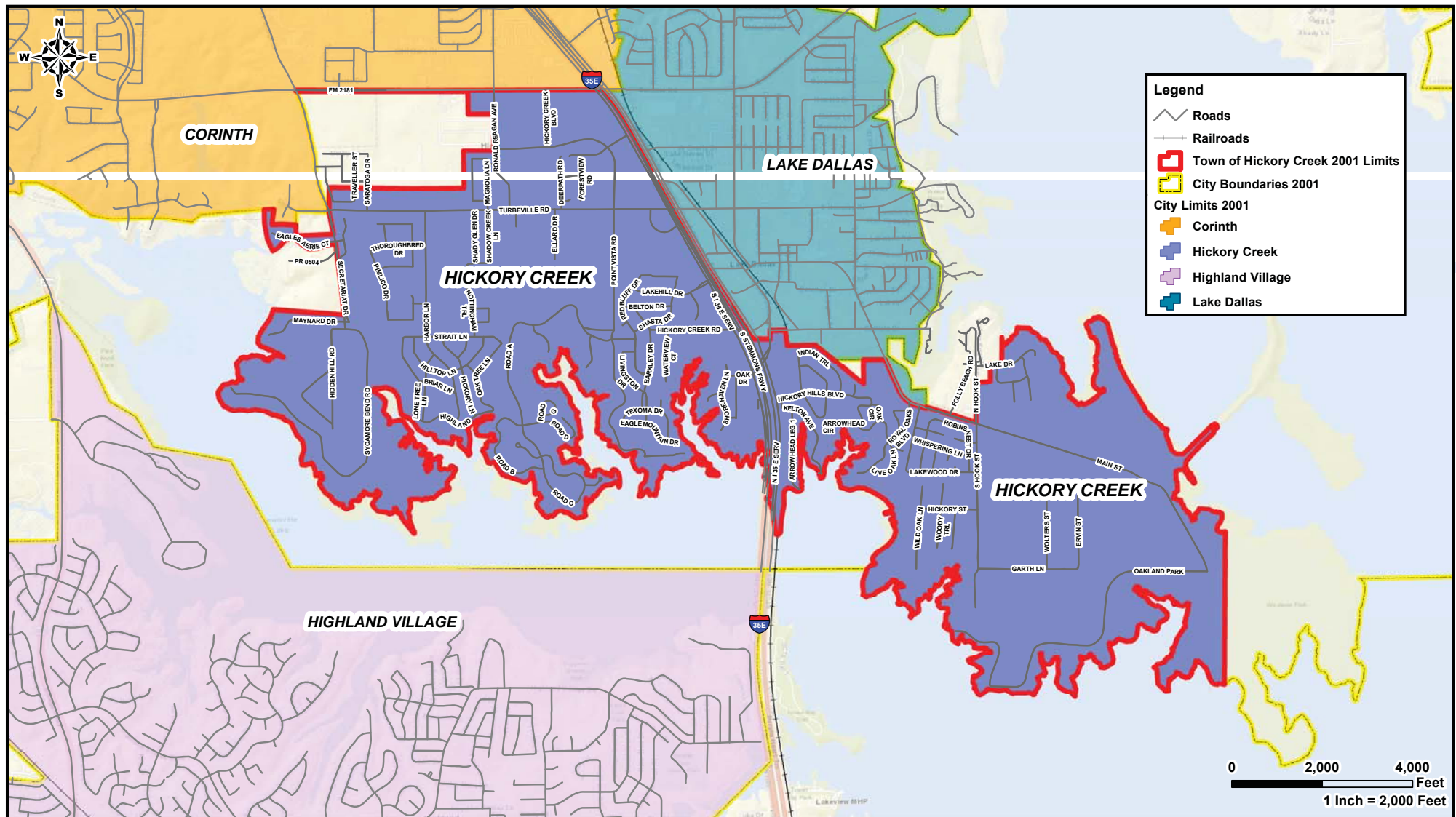
ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek

APPROVED AS TO FORM:

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

Exhibit A



TOWN OF HICKORY CREEK 2001 LIMITS



**1075 Ronald Reagan Avenue
Hickory Creek, TX 75065
Main: 940-497-2528
Fax: 940-497-3531**

Hickory Creek Economic Development Corporation
2021-2022 Budget Proposal
May 20, 2021

	2020-2021 Budget	2021-2022 Budget
Ordinary Income/Expense		
Income		
3002 Sales Tax Collections	412,500.00	225,000.00
3004 Logic Interest	20,000.00	2,000.00
3006 Reserve Funds	74,150.00	0.00
3008 Mineral Royalties	0.00	0.00
3010 Responsive Education Lease	12,000.00	12,000.00
Total Income	518,650.00	239,000.00
Expense		
Debt Service		
5002 Infrastructure Improvement		
5004 Land Acquistions		
5006 Ronald Reagan Avenue	46,000.00	46,000.00
Total Debt Service	46,000.00	46,000.00
Expense		
4002 Administrative	10,800.00	10,800.00
4004 Attorney	7,500.00	7,500.00
4006 Audit	2,000.00	2,000.00
4008 Bank Service Charges	100.00	100.00
4010 Dues & Subscriptions	500.00	500.00
4012 Engineering	5,000.00	2,500.00
4014 Marketing	44,450.00	22,500.00
4018 Park Improvements	350,000.00	50,000.00
4022 Professional Service	0.00	15,000.00
4024 Public Notices/Advertising	300.00	100.00
4028 Training	2,500.00	2,500.00
4030 Travel Expense	2,500.00	0.00
4032 Infrastructure Improvement	20,000.00	10,000.00
4034 Land Holding Cost	2,000.00	2,000.00
4036 Land Acquistions	0.00	0.00
4038 Incentives	25,000.00	67,500.00
Total Expense	472,650.00	193,000.00
Total Expense	518,650.00	239,000.00
Net Ordinary Income	0.00	0.00
Net Income	0.00	0.00

FOR INFORMATION ONLY	
Prior Years Excess Marketing	
2003-2004	No Marketing
2004-2005	No Marketing
2005-2006	No Marketing
2006-2007	24,235.40
2007-2008	24,367.40
2008-2009	15,112.18
2009-2010	27,193.03
2010-2011	14,344.26
2011-2012	4,498.19
2012-2013	23,946.00
2013-2014	28,915.05
2014-2015	22,654.02
2015-2016	27,060.02
2016-2017	19,799.43
2017-2018	21,125.00
2018-2019	13,881.49
2019-2020	27,828.38
Total Excess Marketing	294,959.85

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0524-__**

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 ONCOR ELECTRIC DELIVERY COMPANY LLC, CONCERNING STREET LIGHTING AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement concerning street lighting , hereinafter the “Agreement”; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 24th day of May 24, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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



AGENDA INFORMATION SHEET

MEETING DATE: May 24, 2021

AGENDA ITEM: Interview for various boards and commissions.

SUMMARY: The following would like to be considered for appointment.

Jan Bowman
Emily Day
Patrick Dover
David Gilmore
Calin Giuroiu
Joey Hernandez
Jaycee Holston
Dustin Jensen
David Jones
Mandy Larkin
Don Rowell
Dinah Stults
Alex Valderrey
Nick Wohr



May 14, 2021
AVO 37638.200

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

**RE: The Farm at Heaven on Hook – Minor Plat
3rd Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received a Minor Plat application for The Farm at Heaven on Hook (formerly proposed as Heaven on Hook) on March 18, 2021. A revised plat was submitted May 3, 2021, and a final submittal was received on May 14, 2021. The surveyor is Windrose Land Services. The owner/developer is L.D. Vinson and Wife, Bonnie L. Brown.

Halff has reviewed the Final Replat and recommends approval contingent up addressing comment number 5.

1. For the Vicinity Map, please use a grayscale map that includes a larger area of Town and is clearer to read.
2nd Review: Addressed.
2. Please format the approval block in accordance with Town Ordinance and correct the name of the subdivision.
2nd Review: Addressed.
3. Please label as Final Plat in the Title Block.
2nd Review: Addressed.
4. Per Town Ordinance Article VIII, Section 4(3), "Each residential lot shall face onto a public street. Minimum street frontage per lot shall be thirty (30) feet, except as approved by the Planning and Zoning Commission and Town Council in a Planned Development District." Lot 1 has no public street frontage.
2nd Review: Addressed. Plat changed to have three lots with greater than 100 feet of frontage for each lot.
5. Include required building line setbacks in accordance with zoning.
2nd Review: Addressed. Note 5 under Surveyor's Notes does not apply since all of Lots 1 and 2, and most of Lot 3 are within Town limits. Please remove note.
3rd Review: Please remove Note 5 under Surveyor's Notes.
6. The northeast corner of the property is described as a "point in barn." Aerial imagery indicates there may be two building encroachments on the eastern boundary of Lot 1. Please show permanent structures to remain, with dimensions.
2nd Review: Northeast corner and callout have been revised, but the encroachment appears to remain. Confirm this is acceptable and show permanent structures to remain.
3rd Review: Town staff's recommendation is to allow the plat, but the issue must be resolved before any building permits can be issued.
7. The minimum residential driveway width is 15 feet according to the Town's Engineering Design Manual. Therefore, the access easement would need to be at least 15 feet in width.



Ms. Chris Chaudoir
Town of Hickory Creek
May 14, 2021
Page 2

2nd Review: Addressed. Plat changed to no longer require access easement. Easement removed from plat.

Sincerely,

HALFF ASSOCIATES, INC.

TBPELS Engineering Firm No. 312

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

Lee Williams, PE

Town Engineer for the Town of Hickory Creek

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

Attachment: Final Plat Markups



SURVEYOR'S NOTES:

- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Feet) with a combined scale factor of 1.000150630.
- This property lies within Zone "X" Unshaded of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 81211C8554, dated April 18, 2011, via scaled map location and graphic plotting.
- Notice: Setting a portion of this address by metes and bounds is a violation of City subdivision ordinance and state planning statutes and is subject to fines and withholding of utilities and building certificates.
- The purpose of this plat is to create 3 lots out of two tracts of land.
- Property is located in Hickory Creek ETJ and will follow all of Denton County regulations per setback requirements.

VICINITY MAP NOT TO SCALE



STATE OF TEXAS §
COUNTY OF DENTON §
This is to certify that I, Mark N. Peoples, a Registered Professional Land Surveyor of the State of Texas, have plotted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELEASABLE AS A FINAL SURVEY DOCUMENT DATED 4/2/2021

Mark N. Peoples, R.P.L.S.
No. 6443

STATE OF TEXAS §
COUNTY OF DENTON §
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark N. Peoples, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public in and for the State of Texas

OWNERS CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS L.D. Vinson Jr. and Wife, Bonnie L. Brown are the owners of a 2.002 acre tract of land situated in the J. Ramsey Survey, Abstract Number 1075, being all of "Tract 1" and "Tract 2" described to L.D. Vinson Jr. and Wife, Bonnie L. Brown by Warranty Deed recorded in Instrument Number 2015-11522, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows: (Bearings and Distances are based on the State Coordinate System, Texas North Central Zone 4202) North American Datum of 1983 (NAD83) (U.S. Feet) with a combined scale factor of 1.000150630;

BEGINNING at a 2 inch pipe found for the northwest corner of said Tract 2, same being the southwest corner of a tract of land described to Brian Manually and Wife Deborah Salaman by deed recorded in Instrument Number 2006-126270, Deed Records, Denton County, Texas and lying on the east right-of-way line of North Hook Street (called a 50 foot right-of-way as shown in Instrument Number 2012-21, Plat Records, Denton County, Texas);

THENCE North 87 degrees 53 minutes 15 seconds East, departing the east right-of-way line of said North Hook Street, with the south line of said Manually and Salaman tract, and continuing with the south line of a tract of land described to Brian Manually by deed recorded in Instrument Number 2013-116863, Deed Records, Denton County, Texas, a total distance of 278.57 feet to a 1/2 inch rebar capped "ASC" found for the northeast corner of said Tract 2 same being the southeast corner of said second referenced Manually tract and lying on the west line of Lot 5, Block 1 of Meadow Lake Subdivision, in addition to the Town of Hickory Creek, is recorded as Call at A, Page 194, Plat Records, Denton County, Texas;

THENCE South 60 degrees 29 minutes 19 seconds East, with the west line of said Lot 5, a distance of 43.85 feet to a 1/2 inch rebar found for the southwest corner of said Lot 5, same being the northwest corner of "Tract 3" of said deed described to L.D. Vinson Jr. and Wife, Bonnie L. Brown;

THENCE South 60 degrees 28 minutes 19 seconds West, with the west line of said "Tract 3" a distance of 271.10 feet to a 1/2 inch rebar capped "ASC" found for the southeast corner of said "Tract 1", same being the northeast corner of a tract of land described to Jeffrey Lewis and Christopher Lewis by deed recorded in Instrument Number 2016-23933, Deed Records, Denton County, Texas;

THENCE South 87 degrees 47 minutes 40 seconds West, departing the west line of said "Tract 3" with the north line of said Lewis tract, a distance of 276.44 feet to a 1/2 inch rebar capped "ASC" found for the northwest corner of said Lewis tract, same being the southeast corner of said "Tract 1" and lying on the east right-of-way line of said North Hook Street;

THENCE North 60 degrees 04 minutes 40 seconds West, with the east right-of-way line of said North Hook Street, a distance of 314.50 feet to THE POINT OF BEGINNING and containing 86,891 square feet or 1.995 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT L.D. Vinson Jr. and Wife, Bonnie L. Brown, being duly authorized, do hereby adopt this plat designating the hereto above described property as **The Farm at Heaven on Hook**, in addition to the Town of Hickory Creek, Denton County, Texas and do hereby dedicate to the public use forever, the streets and alleys shown hereon, and do hereby dedicate the easement strips shown on this plat for mutual use and accommodation of the Town of Hickory Creek and all other public utilities desiring to use, or using same. No buildings, fences, trees, shrubs, signs, or other improvements shall be constructed, placed upon, over, or across the easement strips on said plat. The Town of Hickory Creek and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of the easement strips, and the Town of Hickory Creek and any public utility shall at all times have the right to ingress and egress to and from and upon said any of said easement strips for the purpose of constructing, reconstructing, inspecting, repairing, maintaining and adding to or removing all or part of its respective system with the necessity at any time of procuring the permission of anyone. A Market easement of five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes, street lights) is hereby granted to the Town of Hickory Creek for the purpose of constructing, reconstructing, inspecting, maintaining the above named appurtenances.

We do further dedicate, subject to the exceptions and reservations set forth hereinbefore, to the public use forever, all public open spaces shown on the face of the plat.

All lots in the subdivision shall be sold and developed subject to the building lines shown on the plat.

Witness, my hand this _____ day of _____, 202__.

L.D. Vinson Jr.

Date

Bonnie L. Brown

Date

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bonnie L. Brown, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public in and for the State of Texas

RECOMMENDED FOR APPROVAL:	
Chairman, Planning and Zoning Commission	Date
Town of Hickory Creek, Texas	
Approved and Accepted	Date
Mayor, Town of Hickory Creek, Texas	
The undersigned, the town secretary of Hickory Creek, Texas, hereby certifies that the foregoing Final Plat of The Farm at Heaven on Hook subdivision or addition to the Town of Hickory Creek was submitted to the Town Council on the _____ day of _____, 20__ and the council, by formal act or resolution, has accepted the dedication of streets, alleys, public easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and does hereby authorize the Mayor to see the acceptance thereof by signing his/her name as herein above subscribed.	
Witness my hand this _____ day of _____, 20__.	
Town Secretary, Town of Hickory Creek, Texas.	



WINDROSE
LAND SURVEYING 1 PLATING

220 ELM STREET, SUITE 200 | LUBBOCK, TX 79407 | 817.214.2724
FIRM REGISTRATION NO. 10174331 | WINDROSESERVICE.COM

DESIGNED BY: G.L.C. DATE: 01/16/2021 CHECKED BY: M.P. JOB NO.: D5864

OWNER/DEVELOPER
L.D. Vinson Jr. and Wife, Bonnie L. Brown
2983 Tacoma Drive
Hickory Creek, Texas 76065

Point of Contact
Gregory Callahan
872-370-5671
gregory.callahan@windrosecorp.com
Last Revision Date: 05/03/2021

FINAL PLAT
THE FARM AT
HEAVEN ON HOOK
LOTS 1, 2, and 3, BLOCK 1
Being 1.995 Acres
Situated in the J. Ramsey Survey,
Abstract Number 1075
Town of Hickory Creek,
Denton County, Texas

- 2021 -

LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DENTON, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- ROW RIGHT OF WAY
- RS 1/2 INCH CAPPED REBAR STAMPED "WINDROSE" SET
- C.M. CONTROLLING MONUMENT

FOR DENTON COUNTY USE ONLY
FOR DENTON COUNTY USE ONLY

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0524-__**

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 24th day of May, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

INTERLOCAL COOPERATION AGREEMENT FOR CONSULTING SERVICES TO IDENTIFY BROADBAND SERVICE PROVIDERS FOR THE CITY OF CORINTH, THE CITY OF LAKE DALLAS, THE TOWN OF HICKORY CREEK AND THE TOWN OF SHADY SHORES

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

RECITALS

WHEREAS, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which the LAKE CITIES agree to jointly engage a consultant to identify potential broadband service providers in order to select a broadband provider to enter into a Public Private Partnership with LAKE CITIES MEMBERS; and

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

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

WHEREAS, LAKE CITIES have conducted a broadband study through Connected Nation and now desire to engage the services of a consultant to assist with identifying a broadband service provider, a project that each could undertake individually as a governmental function; and

WHEREAS, LAKE CITIES desire to jointly participate in this Agreement to engage the services of a consultant to assist them with the selection of a broadband service provider for the Lake Cities region and have determined it appropriate to authorize CORINTH to enter into an agreement with Marketplace.city ("Consultant") to perform the study and provide the services set forth in Exhibit "A" hereto (the "Consultant Proposal") and pursuant to this Agreement; and

WHEREAS, the scope of the study to be performed by Consultant will be in accordance with the terms of this Agreement, including without limitation, Section 2 hereof, and the scope outlined in the Consultant Proposal, Exhibit "A" hereto, such scope having been agreed upon by and each LAKE CITIES MEMBER; and

WHEREAS, the City Councils of each LAKE CITIES MEMBER has found that this Agreement and the services to be provided are valid governmental functions, will be paid by current revenues legally available to each LAKE CITIES MEMBER, and that the payments made hereunder fairly compensate for the services provided hereunder.

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

1. **Term/Termination.** This Agreement shall be effective upon execution by all of the LAKE CITIES with the effective date being the date of signature of the last LAKE CITIES MEMBER to sign (“the Effective Date”). The term of this Agreement shall be for a period of twelve (12) months following the Effective Date. Any LAKE CITIES MEMBER may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other LAKE CITIES MEMBERS. A LAKE CITIES MEMBER who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated to pay its portion of the costs for services provided pursuant to the Consultant Agreement (defined in Section 2) through the effective date of such termination.

2. **Scope of Work/Obligations/CORINTH as Liaison.**

(a) By execution of this Agreement, each LAKE CITIES MEMBER hereby requests and authorizes CORINTH to negotiate and enter into an agreement with Consultant to identify service providers to enter into a Public Private Partnership for Broadband Technical Services and perform the tasks enumerated in Contractor’s Proposal, **Exhibit “A”** (the “Services”) for the LAKE CITIES in order to allow LAKE CITIES to enter into a Public Private Partnership agreement with a qualified provider (the “Project”). The Consultant Proposal and the Services provided thereunder are set forth in detail in **Exhibit “A”**, a substantial copy of which is attached hereto and incorporated herein, The LAKE CITIES hereby authorize CORINTH to negotiate and execute a contract with Consultant consistent with the Consultant’s Proposal and the terms of this Agreement (“Consultant Agreement”). Upon execution of the Consultant Agreement by Corinth, a copy of the executed Consultant Agreement shall replace and supersede the Consultant Proposal as Exhibit “A” hereto and shall be incorporated herein by reference.

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Consultant and CORINTH in the performance of the various Project components for the purpose of identifying qualified broadband service providers. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Consultant and the LAKE CITIES. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the Consultant Agreement.

3. **Consideration.** Each agree that their cross promises set forth in Section 2 serve as valid consideration and fairly compensate the Parties for services provided.

4. **Authorization.** The undersigned officers and/or agents of the LAKE CITIES represent and certify that this Agreement has been approved by their respective governing body and that each is a duly authorized official and possesses the requisite authority to execute this Agreement on behalf of its governing body.

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

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

CORINTH

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

LAKE DALLAS

Mike Wilson, Interim City Manager
212 Main Street
Lake Dallas, TX 75065
Telephone: (940) 497-2226

HICKORY CREEK

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

SHADY SHORES

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____ 2021, in duplicate originals.

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

BY:

Bob Hart, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

Date

APPROVED AS TO FORM:

Patricia Adams, City Attorney

Date

Bill Heidemann, Corinth Mayor

Date

CITY/GOVT ENTITY OF SHADY SHORES, TEXAS

Cindy Aughinbaugh, Shady Shores Mayor

Date

ATTEST:

Wendy Withers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF HICKORY CREEK, TEXAS

Lynn Clark, Hickory Creek Mayor

Date

ATTEST:

Kristi Rogers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF LAKE DALLAS, TEXAS

Michael Barnhart, Lake Dallas Mayor

Date

ATTEST:

Cody Delcambre, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT “A”
COPY OF MARKETPLACE.CITY MEMORANDUM OF UNDERSTANDING (MOU)



500 West Madison, Suite 1000, Chicago, Illinois 60661

Name: City of _____ Date: _____
Address: _____

RE: Memorandum of Understanding Regarding Vendors Selected by the City Through Marketplace.city Clearbox Process

In connection with, and as a condition of, granting the City of _____ (hereinafter "the City") access to our Clearbox Process and website, <https://marketplace.city> (together with all of the various information available thereon or otherwise provided/made available by us, the "**Website**"), and, we ask that the City execute and return this Memorandum of Understanding ("**MOU**").

The purpose of this MOU is to outline certain expectations in connection with the City's use of the Clearbox Process. As you know, we currently grant free access to the Website and all services, including the ClearBox Process, to governmental bodies and their agents like the City. Instead we rely solely on the fees that we receive from our listed vendors. The components of service Marketplace.city will provide is described in Appendix A.

To ensure that we are able to continue to provide users like the City with free access to the Website and associated services, in the event that after reviewing the information provide by Marketplace through the Clearbox Process, whether via the Website or otherwise, as a part of this agreement, the City finds a vendor (hereinafter "Vendor"), the City agrees to require each such Vendor to first pay the appropriate administration fee directly to Marketplace, which shall be the sum of 7% of the Vendor's total contract value. In order to facilitate this, the City agrees to let Marketplace know of each such agreement reached with a Vendor and to further:

- ask such Vendor to register with/through our Website prior to entering into the subject agreement with such Vendor; and
- cause the following provision to be substantively made a part of the subject agreement between the City and the Vendor:

The parties acknowledge that: (a) the services provided by MARKETPLACE.CITY INC., an Illinois corporation ("**Marketplace**"), were integral in facilitating the relationship between the parties in connection with this agreement; (b) for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Marketplace has fully earned, and is entitled to, a fee in an amount equal to seven percent (7%) of the gross purchase price of all goods/services purchased from [Vendor Name] pursuant to this agreement (such fee, the "**Marketplace Fee**") to be paid directly by [Vendor Name]; (c) the Marketplace Fee will apply only to this contract and any contracts piggybacked and/or referenced by other government agencies,

not existing contracts or future contracts with [Vendor Name] (d) contemporaneously with the execution and delivery of each order of goods/services pursuant to this agreement, [Vendor Name] will pay the applicable Marketplace Fee, directly to (or otherwise at the direction of) Marketplace upon receipt of payment for this contract

For the avoidance of doubt, this MOU is intended to be a fully binding agreement between the parties. In the event that the City fails to adhere to the above agreement, its access to the Website will be immediately terminated and we reserve the right to take any and all other actions available to us under applicable law.

This MOU will immediately terminate within two (2) year from the date hereof, provided that Marketplace may request that the City extend this MOU and/or enter into a new MOU if the City is still using the Website at that time.

If the above terms and conditions are acceptable, please indicate your acceptance by execute this MOU where indicated below and have it returned to me. Should you have any questions regarding this MOU please feel free to contact me directly at (201) 253-7191.

MARKETPLACE.CITY INC.

By: _____ Date: _____

Print Name: _____ Chris Foreman _____ Title: _____ CEO _____

CITY: _____

By: _____ Date: _____

Print Name: _____ Title: _____

Appendix A

This appendix outlines the services provided by Marketplace.city to the *City* for its Clearbox process. The process diagram is shown below

Our Clearbox Process



When the *City* and Marketplace.city use this process to research and source smart city, information technology and technology enabled products and services they will:

City has:

- Unlimited use of the process for their initiatives
- Access to all other Marketplace.city Clearbox solutions and content
- Ability to make procurement choice upon completion
- Ability to choose not to use the process at their discretion to issue RFP or other vehicle (no lock in)
- The right to audit the process by conducting parallel research and sourcing methods using internal and/or external resources to determine the validity of the process
- The ability to share any existing or future city contracts to be put into the Clearbox structure and process

Marketplace.city will:

- Complete Clearbox Process, up to the vendor decision point, for requests within two (2) month of receiving complete scope
- Be available reviews of content and output

- Make the process available to all City departments & teams
- Work to provide a mutually agreed upon presentation format
- Provide backup materials relating to contracts and pricing where they are available
- Use all reasonable means to include local vendors and work with the City to reach those vendors
- Provide reporting to City and regular and request intervals on status and outcomes from the process
- Work with the City to use cooperative purchasing language in contracts initiated by vendors
- Publish and share City contracts on Marketplace.city website to be used by other government agencies, where applicable

The City is the full discretion to enter into the Clearbox Process and can use any procurement method at their disposal to complete the process.

Appendix B

Below outlines the sample financial arrangement for a contract using the Clearbox process for the City.

The City uses Marketplace.city's Clearbox process for Project A. Project A results in the City entering into a contract with Company X with a value of \$150,000. Marketplace.city fees paid by the vendor:

City Contract Value	\$150,000
Marketplace.city Admin %	7%
Marketplace.city Admin Fee	\$10,500

Marketplace.city is paid \$10,500, by Company X upon receipt of payment from the City. If Company X is paid in multiple installments, payments to Marketplace.city are due upon receipt of each installment. If the City cancels the contract with Company X, Marketplace.city would only be paid by Company X 7% of the fees that Company X has received before cancellation, if any.

Proposed Next Steps for The Lake Cities ISP/Broadband Project

Per our 5/10 discussion, below are the proposed steps for the Lake Cities ISP and Broadband Project and Marketplace.city (MPC). Date range is estimate and can be shortened/length based on the groups need. Finalized timeline can be completed with discussion with the cities/stakeholder on required deadlines and internal steps.

The timeline can be relatively fast because our process does not need every technical detail to be solved before getting information from vendors. That may limit the pool and potentially unknowingly limits to a subset of vendors.

#	Step	Date/Date Range
1	MPC to Draft Scope Document/Opportunity Overview for stakeholder review	5/10 – 5/21
2	Review Scope Document and Discussion Vendor Outreach Option	5/24- 5/28
3	MPC to Finalize Scope Document, Vendor Questionnaire and Outreach Document. Will work with Cities + technology resources/consultant to incorporate all known. Note this could be longer if technical resources need to create or update materials	5/31 – 6/16
4	Final Review of materials and outreach plan	6/17- 6/18
5	Vendor Outreach (through agreed upon process)	6/21 – 7/16
6	MPC Analysis of response	7/19 – 7/23
7	Stakeholder review of vendor data	7/26- 7/30
8	Vendor Meetings	8/2 – 8/20
9	Vendor Scoring/Rating/Final Evaluation- Stakeholders with MPC support	8/23 – 9/3
10	Vendor Selection/Recommendation	9/3
11	Contracting/Partnering	TBD

Assumptions

- Assumed Cities/MPC would lay out the background, goals and parameters for success (bounds of a public/private partnership), capital to be committed etc.) in Step 1-3
- Vendors would respond with:
 - o Proposed solution
 - o Proposed structure of P3
 - o Proposed Financing
 - o Timeline and Milestones of Implementation
- Vendor Meetings would be used to evaluate 3-5 best fit vendors for capabilities, experience, and approach and partnering model

- Single partner (or consortium) would be selected to negotiate final public/private partnership given specific details.

Value of this Model for this Project

- Can evaluate provider, technology, P3 approach simultaneously and not be fixed on one of those to evaluate the others.
- Allows to evaluate emerging technology and P3 models.
- No upfront cost to Marketplace.city
- Transparency - Decision Packet is "Council Ready" and show the full set of solutions evaluate as well as process.
- Resources – Marketplace.city will create all documentation and analysis of vendors in side-by-side format savings resource time.
- Competitiveness – Vendors through the process know it is competitive and bring their best pricing forward on first outreach.

The Playground, Shade and Surfacing Depot, LLC

Proposal



200 N. Rufe Snow Drive, Suite 209

Keller, TX 76248

(817) 585-4636

sales@playgroundshadeandsurfacing.com

INVOICE NO.

DATE March 24, 2021

CUSTOMER ID

EXPIRATION DATE April 23, 2021

BILL TO: Hickory Creek

Attn: John Smith

1 Kelton Ave.

Hickory Creek, TX 75065

Office: (940) 497-2528

Cell:

Email: john.smith@hickorycreek-tx.gov

SHIP TO:

(If Different)

OPTION #2

BUYBOARD 592-19

TEAM MEMBER	JOB	PAYMENT TERMS	DUE DATE
Shane Jefferys	Play Environment	TBD	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Playground Environment for 2-12 years & 6-23 months	\$ 67,070.00	67,070.00
	Project includes the following per the attached drawing and rendering: B307847R2		
	2-5 Age Play Super Structure w/ (1) 14' x 14' integrated shade system & 6-23 mo. Structure		
	Includes standard installation through soil of columns disposing of footer spoils onsite		
	or in customer provided dumpster. Price assumes good access, level ground & excludes excavation of any rock, concrete or other materials below grade. Site to be construction ready.		
	Play Structure Components Include:		
	Powder Coated Steel posts w/ ltd. Lifetime Warranty on support posts & fastening system,		
	20 yr. ltd on alum. Post caps, 15 yr. ltd on rails, loops & rungs & further warranties on all others parts.		
	Mfg. warranty details will be provided. Mfg. has 50 yrs. Experience & is ISO 9001 & IPEMA Member		
	Artificial Turf Playground Surfacing. Area to be approximately ~1,247 s.f.		
	Scope of Work to include the following:		
	• Base prep as needed by removing existing soil around playground as needed up to 4"		
	• Install up to 5 inches rock as needed & compact		
	• Install Poly Nail strip around perimeter		
	• Install fabric underlayment for sub-base & play pad to provide a 8' Critical Fall Height for surfacing.		
	• Install synthetic grass per manufacturers specification & secure all seams and perimeter		
	• Install Granufill infill 12/20 material at ~3-4/lbs per square foot		
	• Clean up and remove any debris from installation		
	Includes a 2 year Install Warranty and up to 15 year turf MFG. Ltd. Warranty.		
	Surfacing System Testing Data for Licensing and Records to be provided at time of sale.		
	Note: In compliance with ADA Accessibility Standards, an accessible path must be available. Customer to have any irrigation system turned off prior to install & any irrigation capping or redirection is the responsibility of customer. Repair of landscaping and/or sod after construction is the responsibility of the Customer. Must be able to access w/ Bobcat equipment.		
	Excludes sales tax which if required will be added		
	Excludes permitting or fees which should not be required		

SUBTOTAL	\$ 67,070.00
FREIGHT ESTIMATE*	\$2,807.00
8.25%SALES TAX (if applicable)	
TOTAL	\$ 69,877.00

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!

To accept this proposal, sign here and return with payment:

Date: _____

This quotation is subject to policies and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Any approved returns subject to a 30% restocking fee. Credit Cards subject to a 3% fee

Pricing: F.O.B. factory, firm for 30 days from date of quotation

Shipment: Orders generally ship within 4-8 weeks after receipt & acceptance of your order, color selections, approved submittals & receipt of payment. Custom orders may be longer.

***Freight charges:** We make every effort to provide accurate freight prices, however, these are estimates and add'l charges may apply.

Taxes: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Receipt of goods IF Self-Installed: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment. **Driver WILL NOT unload trailer and a fork lift may be needed to unload equipment depending on size of order.**

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Customer is responsible for all permits should they be required. Customer will be financially responsible for additional cost for Permits, Engineer Stamped Drawings, etc. if required for permitting. Customer responsible for proper drainage of site. Unless otherwise noted, all trash & pallets disposed onsite in customer provided dumpster. Security of site or materials is not provided.

Installation: Shall be by a Certified Installer. Customer shall be responsible for scheduling coordination and site preparation. Pricing assumes level grade less than 2% slope & allow installation equipment access min. 7'W. Purchaser shall be responsible for additional costs to repair, replace or relocate unknown conditions such as buried utilities, tree stumps, bedrock, lines such as irrigation, drainage, sewer or other slow moving utilities or any concealed materials or conditions that may result in additional labor or material costs. Unless otherwise noted, footer spoils spread onsite. Repair of landscaping and/or sod after construction is the responsibility of the Customer. Customer to have any irrigation system turned off prior to install & any irrigation capping or redirection is responsibility of customer. For shade & shelter, footing designs based on 1500PSF soil bearing pressure. Unless otherwise specified, water & electricity to be provided by Customer.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein. 8-24-2020

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!



Henderson®
Providing Playground Fun

Model No. B307847R2

ARROWHEAD PARK

OPTION #2



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ARROWHEAD PARK

OPTION #2



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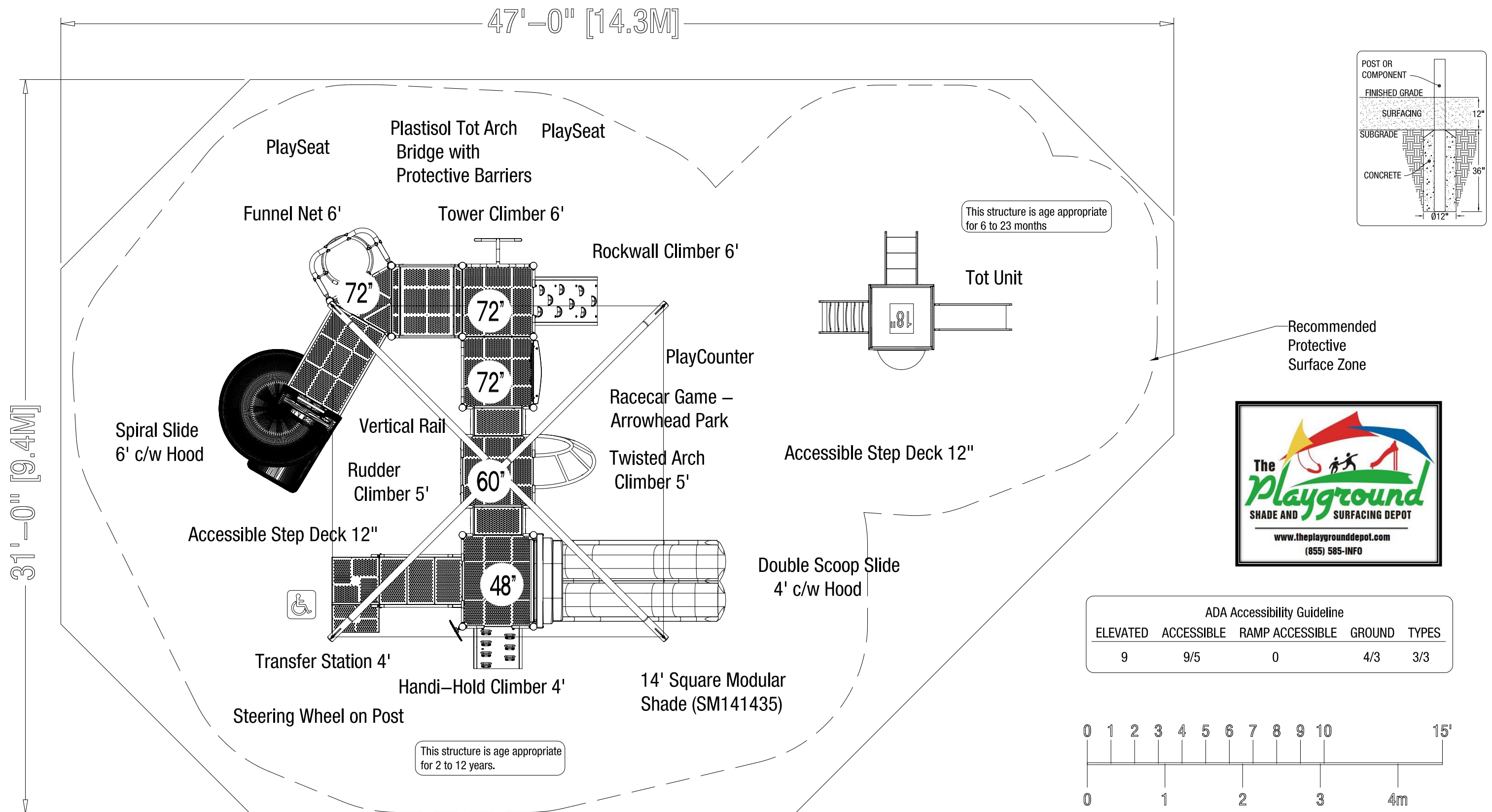
ARROWHEAD PARK

OPTION #2



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Model No. B307847R2

The Playground Shade & Surfacing Depot

Arrowhead Park

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OPTION #2

Salesperson | A.C.
Drawn By | R.H.
Date Drawn | March 12, 2021
Revised By | R.H.
Revision Date | March 23, 2021

Product Line | Playsteel FIT
Standard Compliance | ASTM F 1487, CPSC
Best User Age | See Note
Protective Surfacing Type | Artificial Grass
Accessibility | ADA Compliant
Number of Children | 34
Fall Height | 6'

Border Area | 1,247 sq/ft
Border Perimeter | 134'
Installation Type | Inground

WARNING: All play equipment shall have a protective surfacing zone that consists of an obstacle free soft resilient surfacing, as specified for each type of equipment and at depths to meet the critical fall heights as specified by the CAN/CSA Z614, ASTM F1487 and the U.S. Consumer Product Safety Commission.



AGENDA INFORMATION SHEET

MEETING DATE: May 24, 2021

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

SUMMARY: Places 1, 3 and 5 will be appointed for a two-year term expiring June 2023.
Alternate 1 will be appointed for a two-year term expiring June 2023.



AGENDA INFORMATION SHEET

MEETING DATE: May 24, 2021

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

SUMMARY: Places 1, 3, 5 and 7 will be appointed for a two-year term expiring June 2023.



AGENDA INFORMATION SHEET

MEETING DATE: May 24, 2021

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

SUMMARY: Places 1, 3, 5 and 7 will be appointed for a two-year term expiring June 2023.



LAKE CITIES CHAMBER OF COMMERCE

Corinth • Hickory Creek • Lake Dallas • Shady Shores

I Want to be a Leader – How do I Apply?

Lake Cities Chamber Leadership will begin in September with a team-building course and end in May with a graduation of the participants. The class will meet most months on the 1st Tuesday from 8:30 AM – 4:30 PM. Cost to participate is \$750. Participation is open to all citizens residing and/or doing business in the Lake Cities (Corinth, Hickory Creek, Lake Dallas, Shady Shores). Participation is limited to 20 participants for the 2021-2022 class.

SESSIONS SCHEDULE

September – Orientation reception with **overview on Monday evening**. Reconvene on Tuesday for Team Building.

October – State Government (trip to Austin) – See how state government works, up close. Visit with Representatives and Senators, tour the State Capitol, visit the Bob Bullock Museum and the Governor's Mansion. **2 Day visit with OVERNIGHT STAY**

November – Social Services -Learn how the non-profit sector helps connect and support our community.

December – County Government – Meet our County Judge and Commissioners. Attend a County Commissioners court. Learn how decisions are made that affect each of us and our families.

January – City Government – Learn about our four Lake Cities, their roots, what's going on today and what they anticipate for their future. Hear how your local government responds to you. Visit with the Mayors, explore public services such as police and fire.

February – Education – Our workforce pipeline is critical to our economic future. Hear directly from representatives of our higher education institutions and visit campuses.

March – Utilities – Power Up! Learn how our homes and businesses are heated and cooled, how our water is delivered to each resident and how Broadband is evolving.

April – Transportation – Infrastructure is one of our most important assets. Hear about roads and rail and the critical impact they have on our cultural and economic development.

May – Graduation luncheon at **noon on WEDNESDAY, May 11, 2022**

Lake Cities Chamber of Commerce 3101 Garrison Road, Corinth, TX 76210 940-497-3097



LAKE CITIES CHAMBER OF COMMERCE

Corinth • Hickory Creek • Lake Dallas • Shady Shores

APPLY ONLINE

2021-2022 LAKE CITIES CHAMBER LEADER APPLICATION

DEADLINE MAY 31, 2021

CONTACT INFORMATION

Full Name _____

Preferred Name for Name Badge (*if different*) _____

Date of Birth _____ Phone _____

Address _____

Email _____

Emergency Contact _____ Phone _____

List any food allergies or diet restrictions _____

How long have you lived and/or worked in the Lake Cities area? _____

RECOMMENDED BY

Name _____ Phone _____

Company _____ Position _____

Name _____ Phone _____

Company _____ Position _____

EMPLOYMENT

Name of employer: _____

Position/Title: _____

Address: _____

Phone: _____ Email: _____

CIVIC/COMMUNITY ACTIVITIES - List any civic, community, political, professional, religious, athletic or other activities with which you are currently or have recently been involved.

RECOGNITIONS – Awards/Honors

PLEASE ANSWER THE FOLLOWING QUESTIONS IN THREE TO FOUR SENTENCES:

Describe how you demonstrated leadership in one of your Civic/Community Activities

What do you consider your greatest career achievement to date?

What do you consider your most important contribution to the community?

In your opinion, what are the most pressing problems facing the Lake Cities area today?

What would you propose in order to address one of these problems?

How did you become aware of the Lake Cities Leadership Program?

How do you hope to benefit from being a participant?

What will you contribute to the Program as one of its participants?

PLEASE NOTE THE FOLLOWING:

TIME COMMITMENT - In order to accomplish the Lake Cities Leadership Program's objectives, the full participation of each individual is essential. This Program commences in September 2021 with an orientation reception and **mandatory** Team Building Day and ends in May with a graduation ceremony. Participants meet once each month for one-day sessions along with a **mandatory** overnight, two-day visit to the State Capitol and Legislature in Austin. Participants are also required to work with their class on a Community Service Project (additional time commitments will be required in order to fulfill the Community Service Project)

By signing below, you indicate that you are fully aware of the time commitment that will be required as a participant, that the attendance at the opening retreat as well as the Austin session are **mandatory** and that if you miss more than **two** of the remaining sessions, for any reason, you will be automatically dropped from the program with no portion of the tuition refunded. **Tuition and Sponsorships are non-refundable and non-transferable.**

Applicant's Signature _____ Date _____

