



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
REMOTE MEETING
HICKORY CREEK TOWN HALL
1-888-475-4499 MEETING ID: 859 0904 5386
MONDAY, MARCH 29, 2021, 6:00 PM**

AGENDA

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

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. Please submit a [Public Comment Form](#) at least five minutes prior to the meeting.

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.](#) February 2021 Financial Statements
- [2.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas ("TOWN") responding to the application of Atmos Energy Corporation - MidTex Division, to increase rates under the Gas Reliability Infrastructure Program; suspending the effective date of this rate application for forty- five days; authorizing the Town to continue to participate in a coalition of cities known as the "Atmos Texas Municipalities."
- [3.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. for an environmental review..
- [4.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. for the TCEQ MS4 Permit Annual Report.
- [5.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek authorizing the Mayor of the Town of Hickory Creek, Texas to execute a contract for Increased Law Enforcement for Lewisville Lake lying within Hickory Creek, Texas by and between the Town of Hickory Creek and U.S. Army Corp of Engineers, Fort Worth District.
- [6.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal cooperation agreement for Shared Governance Communications and Dispatch Services System between the Town of Hickory Creek Police Department and Denton County.
- [7.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas establishing the Town's legislative agenda and priorities for the 87th Session of the Texas Legislature to include special called sessions and the interim.
- [8.](#) 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 by and between the Town of Hickory Creek, Texas and Analisa Griffiths concerning on-site sewage facility services.
- [9.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Town Administrator of the Town of Hickory Creek, Texas to execute an agreement for the purchase of untreated water by and between the Town of Hickory Creek and the City of Dallas.

Regular Agenda

- [10.](#) Conduct a public hearing regarding an ordinance of the Town of Hickory Creek, Texas amending the Town's Code of Ordinances, Chapter 14: Zoning, Article XIII: C-1 Commercial District; Section 3 (2), Building Regulations to alter the opacity requirement within the district and consider and act on an ordinance for the same.

11. Conduct a public hearing regarding a request from Studio 2547 on behalf of Shirley Mae Goldfield, Richard Goldfield, Brian Goldfield and Susan Goldfield to designate the zoning as PD Planned Development on a 24.31 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in the Denton County, Texas, and being part of a called 36.253 acre tract of land described as “Tract 1” and part of a called 3.2515 acre tract of land described as “Tract 2” in Executor’s Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Instrument Number 2019-36351 of the Official Public Records of Denton County, Texas and consider and act on an ordinance for the same. The property is located in the 3400 block of FM 2181.
12. Consider and act on a preliminary plat of Hickory Creek Multi-Family, Lot 1 and Lot 2, Block 1: being 24.344 acres in the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The property is located in the 3400 block of FM 2181.
13. Consider and act on a minor replat of Country Oaks Estates Addition, Block A, Lots 6A, 6C and 6D, bring 5.01 acres out of the S. Linthicum Survey, Abstract #1600 in the Town of Hickory Creek, Denton County, Texas. The property is located in the 200 block of Noble Oak Court.
14. Consider and act on a final plat of Lennon Creek Addition, being a 28.456 acre tract located in the M.E.P. & P.R.R Company Survey, Abstract No. 915 and H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The property is located in the 3700 block of Parkridge Drive.
15. Consider and act on a final plat for Sycamore Cove Addition, being 32.43 acres in the John Maloney Survey, Abstract No. 819, Town of Hickory Creek, Denton County, Texas. The property is located in the 1200 block of Sycamore Bend Road south of Maynard Road.
16. 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 to amend and extend a contract by and between the Town of Hickory Creek, Texas and Watertoyz, LLC; and providing an effective date.
17. Consider and act on bids submitted for FY 2021 Capital Outlay Project BID# 2021-02.
18. Consider and act on bids submitted for Shorehaven Drainage BID# 2021-03.
19. 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 and an effective date and a term of said franchise, providing for written acceptance of this franchise.
20. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to accept a voluntary petition for annexation of 10.044 acres of real property located in the J. Ramsey Survey, Abstract No. 1075, Denton County, Texas.

21. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, setting a date, time and place for a public hearing on the proposed annexation of a 10.044 acres of certain property located in the J. Ramsey Survey, Abstract No. 1075, Denton County, Texas by the Town of Hickory Creek, Texas and authorizing and directing the Mayor to publish notice of said public hearing.

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 March 26, 2021 at 9:45 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek
Balance Sheet
As of February 28, 2021

	<u>Feb 28, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,244.99
BOA - Drug Forfeiture	1,950.76
BOA - Drug Seizure	5,286.15
BOA - General Fund	274,281.33
BOA - Parks and Recreation	139,855.52
BOA - Payroll	260.00
BOA - Police State Training	5,183.31
Logic 2020 CO's	4,005,068.16
Logic Animal Shelter Facility	9,577.36
Logic Harbor Ln-Sycamore Bend	80,367.04
Logic Investment Fund	6,398,950.76
Logic Turbeville Road	94,866.64
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Total Checking/Savings	11,034,892.02
Accounts Receivable	
Municipal Court Payments	13,981.54
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Total Accounts Receivable	13,981.54
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Total Current Assets	11,048,873.56
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TOTAL ASSETS	11,048,873.56
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LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
February 2021

	<u>Feb 21</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	125,212.43
4004 M&O Penalties & Interest	602.24
4006 Delinquent M&O	44.92
4008 I&S Debt Service	76,744.74
4010 I&S Penalties & Interest	235.13
4012 Delinquent I&S	30.95
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Total Ad Valorem Tax Revenue	202,870.41
Building Department Revenue	
4102 Building Permits	59,168.20
4104 Certificate of Occupancy	2,090.00
4106 Contractor Registration	750.00
4108 Preliminary/Final Plat	650.00
4112 Health Inspections	920.00
4132 Alarm Permit Fees	75.00
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Total Building Department Revenue	63,653.20
Franchise Fee Revenue	
4212 Republic Services	4,936.93
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Total Franchise Fee Revenue	4,936.93
Interest Revenue	
4302 Animal Shelter Interest	1.54
4308 Drug Forfeiture Interest	0.07
4310 Drug Seizure Interest	0.20
4314 Logic Investment Interest	797.39
4322 Logic Turbeville Road	7.33
4326 PD State Training Interest	0.20
4328 Logic Harbor/Sycamore Bend	6.21
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Total Interest Revenue	812.94
Miscellaneous Revenue	
4502 Animal Adoption & Impound	-30.00
4508 Annual Park Passes	720.00
4510 Arrowhead Park Fees	260.00
4530 Other Receivables	18,444.83
4534 PD State Training	1,184.79
4536 Point Vista Park Fees	95.00
4550 Sycamore Bend Fees	615.00
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Total Miscellaneous Revenue	21,289.62
Municipal Court Revenue	
4602 Building Security Fund	1,551.90
4604 Citations	46,816.99
4606 Court Technology Fund	1,296.35
4608 Jury Fund	30.50
4610 Truancy Fund	1,525.40

Town of Hickory Creek
Profit & Loss
February 2021

	<u>Feb 21</u>
4612 State Court Costs	30,934.56
4614 Child Safety Fee	150.00
Total Municipal Court Revenue	<u>82,305.70</u>
Sales Tax Revenue	
4702 Sales Tax General Fund	157,215.97
4706 Sales Tax 4B Corporation	52,405.33
4708 Sales Tax Mixed Beverage	2,197.65
Total Sales Tax Revenue	<u>211,818.95</u>
Total Income	<u>587,687.75</u>
Gross Profit	587,687.75
Expense	
Capital Outlay	
5010 Street Maintenance	305.20
5026 Fleet Purchase/Replacement	10,487.00
5030 Sycamore Bend Construction	-39,255.00
Total Capital Outlay	<u>-28,462.80</u>
Debt Service	
5110 2015 Refunding Bond Series	54,775.00
5112 2015 C.O. Series	58,075.00
Total Debt Service	<u>112,850.00</u>
General Government	
5206 Computer Hardware/Software	282.50
5208 Copier Rental	348.24
5212 EDC Tax Payment	52,405.33
5216 Volunteer/Staff Events	124.20
5218 General Communications	2,091.28
5222 Office Supplies & Equip.	306.17
5224 Postage	50.16
5228 Town Council/Board Expense	206.87
Total General Government	<u>55,814.75</u>
Municipal Court	
5318 Merchant Fees/Credit Cards	821.44
5322 Office Supplies/Equipment	7.48
5332 Warrants Collected	-456.07
Total Municipal Court	<u>372.85</u>
Parks and Recreation	
5408 Tanglewood Park	2,120.10
Total Parks and Recreation	<u>2,120.10</u>
Parks Corps of Engineer	
5432 Arrowhead	113.15
5434 Harbor Grove	33.32

Town of Hickory Creek
Profit & Loss
February 2021

	<u>Feb 21</u>
5436 Point Vista	86.21
5438 Sycamore Bend	2,878.15
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Total Parks Corps of Engineer	3,110.83
Personnel	
5502 Administration Wages	24,906.48
5504 Municipal Court Wages	9,011.48
5506 Police Wages	60,120.22
5507 Police Overtime Wages	143.33
5508 Public Works Wages	15,182.21
5509 Public Works Overtime Wage	28.53
5510 Health Insurance	18,591.99
5514 Payroll Expense	1,963.68
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Total Personnel	129,947.92
Police Department	
5606 Auto Maintenance & Repair	642.53
5612 Computer Hardware/Software	233.84
5618 Dues & Memberships	30.00
5626 Office Supplies/Equipment	16.31
5636 Uniforms	92.43
5640 Training & Education	150.00
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Total Police Department	1,165.11
Public Works Department	
5708 Animal Control Vet Fees	589.62
5714 Auto Maintenance/Repair	7,226.50
5716 Beautification	340.79
5728 Equipment Supplies	45.17
5732 Office Supplies/Equipment	45.00
5742 Uniforms	68.28
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Total Public Works Department	8,315.36
Services	
5804 Attorney Fees	1,825.00
5806 Audit	13,500.00
5818 Inspections	20,877.00
5822 Legal Notices/Advertising	598.40
5824 Library Services	140.00
5826 Municipal Judge	1,020.00
5828 Printing	287.04
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Total Services	38,247.44
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	2,035.55
5904 Electric	2,771.09
5906 Gas	312.57
5908 Street Lighting	3,236.85
5910 Telephone	8,554.24
5912 Water	623.45
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Town of Hickory Creek
Profit & Loss
February 2021

	<u>Feb 21</u>
Total Utilities & Maintenance	<u>17,533.75</u>
Total Expense	<u>341,015.31</u>
Net Ordinary Income	<u>246,672.44</u>
Net Income	<u><u>246,672.44</u></u>

Budget vs. Actual Year to Date 41.66%

	Oct '20 - Feb 21	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,243,078.75	1,312,360.00	94.7%
4004 M&O Penalties & Interest	759.79	4,500.00	16.9%
4006 Delinquent M&O	1,540.37	5,000.00	30.8%
4008 I&S Debt Service	761,899.22	804,368.00	94.7%
4010 I&S Penalties & Interest	357.41	2,500.00	14.3%
4012 Delinquent I&S	517.99	4,000.00	12.9%
Total Ad Valorem Tax Revenue	2,008,153.53	2,132,728.00	94.2%
Building Department Revenue			
4102 Building Permits	939,172.50	350,000.00	268.3%
4104 Certificate of Occupancy	18,075.00	500.00	3,615.0%
4106 Contractor Registration	5,150.00	5,000.00	103.0%
4108 Preliminary/Final Plat	4,250.00	0.00	100.0%
4110 Prelim/Final Site Plan	1,200.00	0.00	100.0%
4112 Health Inspections	9,660.00	10,000.00	96.6%
4122 Septic Permits	1,700.00	0.00	100.0%
4124 Sign Permits	145.00	1,600.00	9.1%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	1,000.00	500.00	200.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	450.00	1,200.00	37.5%
Total Building Department Revenue	980,802.50	369,075.00	265.7%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	40,500.00	0.0%
4204 Charter Communications	10,051.62	39,000.00	25.8%
4206 CenturyLink	160.38	1,500.00	10.7%
4208 CoServ	2,357.01	4,200.00	56.1%
4210 Oncor Electric	153,153.00	138,000.00	111.0%
4212 Republic Services	21,018.34	44,500.00	47.2%
Total Franchise Fee Revenue	186,740.35	267,700.00	69.8%
Interest Revenue			
4302 Animal Shelter Interest	9.81	0.00	100.0%
4308 Drug Forfeiture Interest	0.39	0.00	100.0%
4310 Drug Seizure Interest	0.71	0.00	100.0%
4314 Logic Investment Interest	4,345.84	45,600.00	9.5%
4320 Logic Street/Road Improv.	17.99	1,100.00	1.6%
4322 Logic Turbeville Road	86.96	950.00	9.2%
4326 PD State Training Interest	1.07	0.00	100.0%
4328 Logic Harbor/Sycamore Bend	29.82	0.00	100.0%
Total Interest Revenue	4,492.59	47,650.00	9.4%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	41,500.00	0.0%
Total Interlocal Revenue	0.00	41,500.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	4,047.45	8,600.00	47.1%
4506 Animal Shelter Donations	1,466.13	500.00	293.2%
4508 Annual Park Passes	4,022.60	20,000.00	20.1%
4510 Arrowhead Park Fees	7,257.00	22,000.00	33.0%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	36,500.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	3,904.00	0.00	100.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	224,210.00	0.0%
4526 Mineral Rights	0.00	0.00	0.0%
4530 Other Receivables	223,727.48	48,000.00	466.1%
4534 PD State Training	1,184.79	0.00	100.0%
4536 Point Vista Park Fees	2,640.75	6,500.00	40.6%
4546 Street Bond Proceeds	0.00	650,000.00	0.0%
4550 Sycamore Bend Fees	10,068.00	15,000.00	67.1%
4554 Building Security Fund Res	0.00	5,000.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	3,500.00	0.00	100.0%
4560 2020 CO Proceeds	0.00	0.00	0.0%
Total Miscellaneous Revenue	261,848.20	1,082,238.00	24.2%
Municipal Court Revenue			

Budget vs. Actual Year to Date 41.66%

	Oct '20 - Feb 21	Budget	% of Budget
4602 Building Security Fund	6,160.59	9,270.00	66.5%
4604 Citations	175,954.24	450,000.00	39.1%
4606 Court Technology Fund	4,877.63	12,115.00	40.3%
4608 Jury Fund	118.40	150.00	78.9%
4610 Truancy Fund	5,923.15	5,000.00	118.5%
4612 State Court Costs	117,655.21	208,000.00	56.6%
4614 Child Safety Fee	400.00	750.00	53.3%
Total Municipal Court Revenue	311,089.22	685,285.00	45.4%
Sales Tax Revenue			
4702 Sales Tax General Fund	627,826.80	1,237,500.00	50.7%
4706 Sales Tax 4B Corporation	209,275.61	412,500.00	50.7%
4708 Sales Tax Mixed Beverage	9,752.69	7,000.00	139.3%
Total Sales Tax Revenue	846,855.10	1,657,000.00	51.1%
Total Income	4,599,981.49	6,283,176.00	73.2%
Gross Profit	4,599,981.49	6,283,176.00	73.2%
Expense			
Capital Outlay			
5010 Street Maintenance	11,229.78	25,000.00	44.9%
5012 Streets & Road Improvement	19,402.73	650,000.00	3.0%
5020 Main Street Reconstruction	0.00	0.00	0.0%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Purchase/Replacement	10,487.00	52,000.00	20.2%
5030 Sycamore Bend Construction	100,347.50	0.00	100.0%
Total Capital Outlay	155,104.12	727,000.00	21.3%
Debt Service			
5106 2012 Refunding Bond Series	0.00	267,258.00	0.0%
5110 2015 Refunding Bond Series	54,775.00	314,550.00	17.4%
5112 2015 C.O. Series	58,075.00	276,150.00	21.0%
5114 2020 C.O. Series	27,137.50	207,575.00	13.1%
Total Debt Service	139,987.50	1,065,533.00	13.1%
General Government			
5202 Bank Service Charges	15.00	50.00	30.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	13,768.83	108,000.00	12.7%
5208 Copier Rental	1,343.20	2,500.00	53.7%
5210 Dues & Memberships	496.90	2,000.00	24.8%
5212 EDC Tax Payment	209,275.61	412,500.00	50.7%
5214 Election Expenses	0.00	12,500.00	0.0%
5216 Volunteer/Staff Events	3,132.40	6,500.00	48.2%
5218 General Communications	5,257.18	16,000.00	32.9%
5222 Office Supplies & Equip.	1,656.56	2,500.00	66.3%
5224 Postage	2,509.52	4,000.00	62.7%
5226 Community Cause	20.00	3,000.00	0.7%
5228 Town Council/Board Expense	246.87	5,500.00	4.5%
5230 Training & Education	75.00	1,500.00	5.0%
5232 Travel Expense	0.00	1,500.00	0.0%
5234 Staff Uniforms	975.92	950.00	102.7%
Total General Government	238,772.99	579,300.00	41.2%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	3,086.90	9,270.00	33.3%
5312 Court Technology	7,145.97	12,115.00	59.0%
5314 Dues & Memberships	0.00	200.00	0.0%
5318 Merchant Fees/Credit Cards	-57.84	0.00	100.0%
5322 Office Supplies/Equipment	487.45	1,200.00	40.6%
5324 State Court Costs	142,981.44	245,000.00	58.4%
5326 Training & Education	55.00	500.00	11.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-2,276.60	0.00	100.0%
Total Municipal Court	151,422.32	268,860.00	56.3%
Parks and Recreation			
5402 Events	0.00	1,000.00	0.0%
5408 Tanglewood Park	2,812.44	1,500.00	187.5%
5412 KHCB	275.00	500.00	55.0%
5414 Tree City USA	0.00	1,500.00	0.0%

Budget vs. Actual Year to Date 41.66%

October 2020 through February 2021

	Oct '20 - Feb 21	Budget	% of Budget
5416 Town Hall Park	0.00	0.00	0.0%
Total Parks and Recreation	3,099.60	4,500.00	68.9%
Parks Corps of Engineer			
5432 Arrowhead	4,560.92	60,000.00	7.6%
5434 Harbor Grove	302.19	15,000.00	2.0%
5436 Point Vista	3,040.87	5,000.00	60.8%
5438 Sycamore Bend	10,876.35	20,000.00	54.4%
Total Parks Corps of Engineer	18,780.33	100,000.00	18.8%
Personnel			
5502 Administration Wages	136,953.42	314,055.00	43.6%
5504 Municipal Court Wages	49,395.65	122,640.00	40.3%
5506 Police Wages	325,630.60	797,635.00	40.8%
5507 Police Overtime Wages	2,195.87	8,000.00	27.4%
5508 Public Works Wages	83,237.67	205,748.00	40.5%
5509 Public Works Overtime Wage	442.84	1,600.00	27.7%
5510 Health Insurance	94,409.16	227,370.00	41.5%
5512 Longevity	11,796.00	12,225.00	96.5%
5514 Payroll Expense	9,494.61	20,000.00	47.5%
5516 Employment Exams	105.00	2,500.00	4.2%
5518 Retirement (TMRS)	74,355.79	191,225.00	38.9%
5520 Unemployment (TWC)	220.27	3,600.00	6.1%
5522 Workman's Compensation	22,636.00	25,500.00	88.8%
Total Personnel	810,872.88	1,932,098.00	42.0%
Police Department			
5602 Auto Gas & Oil	7,253.79	20,000.00	36.3%
5606 Auto Maintenance & Repair	8,627.61	25,000.00	34.5%
5610 Books & Subscriptions	330.00	500.00	66.0%
5612 Computer Hardware/Software	12,739.48	45,000.00	28.3%
5614 Crime Lab Analysis	2,296.99	2,000.00	114.8%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	30.00	500.00	6.0%
5626 Office Supplies/Equipment	1,401.00	1,800.00	77.8%
5630 Personnel Equipment	22,693.94	25,000.00	90.8%
5634 Travel Expense	1,009.87	3,000.00	33.7%
5636 Uniforms	2,610.77	6,000.00	43.5%
5640 Training & Education	915.00	7,500.00	12.2%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	368.27	1,000.00	36.8%
5648 K9 Unit	1,919.79	1,500.00	128.0%
Total Police Department	62,196.51	139,300.00	44.6%
Public Works Department			
5702 Animal Control Donation	0.00	500.00	0.0%
5704 Animal Control Equipment	111.42	600.00	18.6%
5706 Animal Control Supplies	185.48	1,000.00	18.5%
5708 Animal Control Vet Fees	1,684.78	7,500.00	22.5%
5710 Auto Gas & Oil	3,715.23	9,500.00	39.1%
5714 Auto Maintenance/Repair	11,986.82	5,000.00	239.7%
5716 Beautification	2,854.24	95,000.00	3.0%
5718 Computer Hardware/Software	0.00	1,000.00	0.0%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	4,795.62	5,000.00	95.9%
5724 Equipment Maintenance	903.30	6,000.00	15.1%
5726 Equipment Rental	0.00	4,500.00	0.0%
5728 Equipment Supplies	3,112.51	6,500.00	47.9%
5732 Office Supplies/Equipment	358.11	500.00	71.6%
5734 Radios	1,518.90	3,800.00	40.0%
5738 Training	600.00	800.00	75.0%
5740 Travel Expense	0.00	1,000.00	0.0%
5742 Uniforms	551.28	2,600.00	21.2%
5748 Landscaping Services	16,276.74	140,000.00	11.6%
Total Public Works Department	48,654.43	291,150.00	16.7%
Services			
5802 Appraisal District	6,166.19	12,400.00	49.7%
5804 Attorney Fees	6,032.50	60,000.00	10.1%
5806 Audit	13,500.00	14,500.00	93.1%
5808 Codification	1,586.47	2,400.00	66.1%
5812 Document Management	0.00	600.00	0.0%
5814 Engineering	42,746.27	115,000.00	37.2%
5816 General Insurance	35,426.64	34,681.00	102.2%
5818 Inspections	115,969.00	56,000.00	207.1%

Town of Hickory Creek
Budget vs. Actual Year to Date 41.66%
October 2020 through February 2021

	<u>Oct '20 - Feb 21</u>	<u>Budget</u>	<u>% of Budget</u>
5820 Fire Service	306,816.50	615,000.00	49.9%
5822 Legal Notices/Advertising	1,053.90	2,500.00	42.2%
5824 Library Services	478.15	500.00	95.6%
5826 Municipal Judge	5,100.00	13,000.00	39.2%
5828 Printing	591.71	1,500.00	39.4%
5830 Tax Collection	2,488.00	3,000.00	82.9%
5832 Computer Technical Support	63,537.00	41,750.00	152.2%
5838 DCCAC	0.00	2,172.00	0.0%
5840 Denton County Dispatch	0.00	29,632.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	100.00	0.0%
Total Services	<u>601,492.33</u>	<u>1,004,935.00</u>	<u>59.9%</u>
Special Events			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	2,356.24	6,000.00	39.3%
Total Special Events	<u>2,356.24</u>	<u>13,000.00</u>	<u>18.1%</u>
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	19,829.76	65,000.00	30.5%
5904 Electric	10,870.36	20,000.00	54.4%
5906 Gas	895.30	1,500.00	59.7%
5908 Street Lighting	16,201.36	33,000.00	49.1%
5910 Telephone	16,516.05	28,000.00	59.0%
5912 Water	3,631.56	10,000.00	36.3%
Total Utilities & Maintenance	<u>67,944.39</u>	<u>157,500.00</u>	<u>43.1%</u>
Total Expense	<u>2,300,683.64</u>	<u>6,283,176.00</u>	<u>36.6%</u>
Net Ordinary Income	<u>2,299,297.85</u>	<u>0.00</u>	<u>100.0%</u>
Net Income	<u><u>2,299,297.85</u></u>	<u><u>0.00</u></u>	<u><u>100.0%</u></u>

7:58 AM
03/23/21
Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
February 2021

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5026 Fleet Purchase/Replacement				
Bill	02/12/2021	Invoi...	Applied Concepts	10,487.00
	Total 5026 Fleet Purchase/Replacement			10,487.00
	Total Capital Outlay			10,487.00
Debt Service				
5110 2015 Refunding Bond Series				
Check	02/08/2021		US Bank	54,775.00
	Total 5110 2015 Refunding Bond Series			54,775.00
5112 2015 C.O. Series				
Check	02/08/2021		US Bank	58,075.00
	Total 5112 2015 C.O. Series			58,075.00
	Total Debt Service			112,850.00
General Government				
5212 EDC Tax Payment				
Check	02/10/2021	4066	Hickory Creek Economic Development	52,405.33
	Total 5212 EDC Tax Payment			52,405.33
5218 General Communications				
Bill	02/26/2021	Invoi...	Nieman Printing, Inc.	1,816.66
	Total 5218 General Communications			1,816.66
	Total General Government			54,221.99
Municipal Court				
5318 Merchant Fees/Credit Cards				
Check	02/02/2021		MERCHANT SERVICE DESMERCH FEE	1,128.31
	Total 5318 Merchant Fees/Credit Cards			1,128.31
5332 Warrants Collected				
Bill	02/12/2021	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	1,259.07
Bill	02/12/2021	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	1,314.40
	Total 5332 Warrants Collected			2,573.47
	Total Municipal Court			3,701.78
Parks and Recreation				
5408 Tanglewood Park				
Bill	02/12/2021	Invoi...	D & D Commercial Landscape Management	2,000.00
	Total 5408 Tanglewood Park			2,000.00
	Total Parks and Recreation			2,000.00
Parks Corps of Engineer				
5438 Sycamore Bend				
Bill	02/12/2021	Cont...	Texas First Rentals LLC	1,984.39
	Total 5438 Sycamore Bend			1,984.39
	Total Parks Corps of Engineer			1,984.39
Public Works Department				
5714 Auto Maintenance/Repair				
Bill	02/12/2021	R.O....	Christian Brothers Automotive	1,241.70
Bill	02/12/2021	R.O....	Christian Brothers Automotive	1,247.00
Bill	02/12/2021	Invoi...	Bill Utter Ford, Inc.	2,892.00

7:58 AM
 03/23/21
 Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
 February 2021

Type	Date	Num	Name	Amount
			Total 5714 Auto Maintenance/Repair	5,380.70
			Total Public Works Department	5,380.70
Services				
5804 Attorney Fees				
Bill	02/12/2021	Acc...	Hayes, Berry, White & Vanzant	1,825.00
			Total 5804 Attorney Fees	1,825.00
5806 Audit				
Bill	02/12/2021	Acc...	Hankins, Eastup, Deaton, Tonn & Seay	13,500.00
			Total 5806 Audit	13,500.00
5818 Inspections				
Bill	02/12/2021	Invoi...	Vaughn Inspections Plus, LLC	20,877.00
			Total 5818 Inspections	20,877.00
5826 Municipal Judge				
Check	02/01/2021	Debit	Alfons Kyle Knapp	1,020.00
			Total 5826 Municipal Judge	1,020.00
			Total Services	37,222.00
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Bill	02/12/2021	Invoi...	Wilson McLain Plumbing	1,139.68
			Total 5902 Bldg Maintenance/Supplies	1,139.68
5904 Electric				
Check	02/12/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,538.51
			Total 5904 Electric	2,538.51
5908 Street Lighting				
Check	02/12/2021	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,082.73
			Total 5908 Street Lighting	3,082.73
5910 Telephone				
Check	02/01/2021	Debit	CenturyLink	1,326.91
Check	02/11/2021	Debit	MICROSOFT 6041 DESEDI PAYMNT	5,280.00
			Total 5910 Telephone	6,606.91
			Total Utilities & Maintenance	13,367.83
			Total Expense	241,215.69
			Net Ordinary Income	-241,215.69
			Net Income	-241,215.69



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 02/01/2021 - 02/28/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1007%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 2/26/21 WAS 1.000121.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,004,758.89
02/26/2021	MONTHLY POSTING	9999888	309.27	4,005,068.16
	ENDING BALANCE			4,005,068.16

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,004,758.89
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	309.27
ENDING BALANCE	4,005,068.16
AVERAGE BALANCE	4,004,758.89

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	747.73



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 02/01/2021 - 02/28/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1007%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 2/26/21 WAS 1.000121.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,576.56
02/26/2021	MONTHLY POSTING	9999888	0.80	9,577.36
	ENDING BALANCE			9,577.36

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	9,576.56
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	0.80
ENDING BALANCE	9,577.36
AVERAGE BALANCE	9,576.56

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	1.86



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 02/01/2021 - 02/28/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1007%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 2/26/21 WAS 1.000121.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			5,898,198.25
02/03/2021	ACH DEPOSIT	6125586	300,000.00	6,198,198.25
02/03/2021	TRANSFER FROM 1668276005	67538	19.58	6,198,217.83
02/03/2021	TRANSFER FROM 1668276014	6125650	47,636.00	6,245,853.83
02/03/2021	TRANSFER TO 1668276010	6125649	34,541.99 -	6,211,311.84
02/04/2021	TRANSFER FROM 1668276014	67538	0.80	6,211,312.64
02/08/2021	WIRE WITHDRAWAL	6125797	54,775.00 -	6,156,537.64
02/08/2021	WIRE WITHDRAWAL	6125798	58,075.00 -	6,098,462.64
02/09/2021	ACH DEPOSIT	6125789	300,000.00	6,398,462.64
02/26/2021	MONTHLY POSTING	9999888	487.84	6,398,950.48
02/26/2021	INT PAID FROM 1668276014	789	0.28	6,398,950.76
	ENDING BALANCE			6,398,950.76

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	5,898,198.25
TOTAL DEPOSITS	647,656.66
TOTAL WITHDRAWALS	147,391.99
TOTAL INTEREST	487.84
ENDING BALANCE	6,398,950.76
AVERAGE BALANCE	6,318,595.51



MONTHLY STATEMENT OF ACCOUNT (continued)

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 02/01/2021 - 02/28/2021

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	997,665.66	174,529.49	1,118.69



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 02/01/2021 - 02/28/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1007%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 2/26/21 WAS 1.000121.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			80,360.83
02/26/2021	MONTHLY POSTING	9999888	6.21	80,367.04
	ENDING BALANCE			80,367.04

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	80,360.83
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6.21
ENDING BALANCE	80,367.04
AVERAGE BALANCE	80,360.83

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	15.03



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 02/01/2021 - 02/28/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1007%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 54 DAYS AND THE NET ASSET VALUE FOR 2/26/21 WAS 1.000121.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			94,859.31
02/26/2021	MONTHLY POSTING	9999888	7.33	94,866.64
	ENDING BALANCE			94,866.64

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	94,859.31
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	7.33
ENDING BALANCE	94,866.64
AVERAGE BALANCE	94,859.31

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	17.72

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0329-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ("TOWN") RESPONDING TO THE APPLICATION OF ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE TOWN TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about February 26, 2021 Atmos Energy Corporation – MidTex Division (“Atmos Energy”) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”), which if approved, results in an increase in the monthly customer charges as follows:

Rate Schedule	Current Customer Charge	Proposed 2021 Interim Rate Adjustment (Based on 2020 Data)	Adjusted Customer Charge	Increase Per Bill
Rate R – Residential Sales	\$26.45 per customer per month	\$4.55 per customer per month	\$31.00 per customer per month	\$4.55
Rate C – Commercial Sales	\$66.80 per customer per month	\$14.52 per customer per month	\$81.32 per customer per month	\$14.52
Rate I (Industrial) & Rate T (Transportation)	\$1,201.73 per customer per month	\$262.44 per customer per month	\$1,464.17 per customer per month	\$262.44

WHEREAS, Atmos Energy’s application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy’s revenue of about \$111.5 million, of which ATM’s portion is about \$11.11 million; and

WHEREAS, the Town has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, the application to increase rates by Atmos Energy is complex; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the Town can assure itself that the data and calculations in Atmos Energy's rate application are correctly done and are in conformity with section 104.301 of the Gas Utility Regulatory Act; and

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The Town suspends the requested effective date by Atmos Energy for forty-five days pursuant to the authority granted the City under Section 104.301 of the Gas Utility Regulatory Act to allow the City to review the data and calculations that provide the basis for Atmos Energy's proposed increase in rates.

Section 3. The Town shall continue to act jointly with other cities that are part of a coalition of cities known as the Atmos Texas Municipalities ("ATM").

Section 4. The Town authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with Atmos Energy's application to increase rates.

Section 5. To the extent Atmos Energy's application to increase rates under section 104.301 of the Gas Utility Regulatory Act ("GURA") is considered a ratemaking proceeding, Atmos Energy is ordered to reimburse the City's reasonable rate case expenses incurred in response to Atmos Energy's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. A copy of this resolution shall be sent to Mr. Christopher A. Felan, Vice President, Rates & Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4524 Burnet Road, Austin, Texas 78756.

Section 7. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 29th day of March, 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

ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM FOR 45 DAYS, AND AUTHORIZE THE CITY’S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES"

ATMOS TEXAS MUNICIPALITIES

The City is a member of the Atmos Texas Municipalities (“ATM”). The ATM group was organized by a number of municipalities served by Atmos Energy Corporation – MidTex Division (“Atmos Energy”) and has been represented by the law firm of Herrera Law & Associates, PLLC to assist in reviewing applications to change rates submitted by Atmos Energy.

“GRIP” RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between general rate cases. This section of GURA is commonly referred to as the “GRIP” statute, that is, the “Gas Reliability Infrastructure Program.”

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between general rate cases by applying for an interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility’s filings to ensure compliance with the GRIP statute and the Railroad Commission’s rules, and that it is within the Railroad Commission’s authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

ATMOS ENERGY’S “GRIP” APPLICATION

On or about February 26, 2021 Atmos Energy filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”). Atmos Energy’s application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2021 Interim Rate Adjustment (Based on 2020 Data)**	Adjusted Customer Charge	Increase Per Bill
Rate R – Residential Sales	\$26.45 per customer per month	\$4.55 per customer per month	\$31.00 per customer per month	\$4.55
Rate C – Commercial Sales	\$66.80 per customer per month	\$14.52 per customer per month	\$81.32 per customer per month	\$14.52
Rate I (Industrial) & Rate T (Transportation)	\$1,201.73 per customer per month	\$262.44 per customer per month	\$1,464.17 per customer per month	\$262.44

** *Note that Atmos Energy refers to its filing as its interim rate adjustment for the year 2020. This is because, though filed in 2021, the increase in rates is based on data for the calendar year 2020.*

Atmos Energy’s application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy’s revenue of about \$111.50 million, of which ATM’s portion is about \$11.11 million. Atmos Energy proposed an effective date of April 27, 2021.

REVIEW AND ACTION RECOMMENDED

In light of the Texas Supreme Court’s opinion, the City’s ability to review and effectuate a change in Atmos Energy’s requested increase is limited. Nonetheless, it is recommended that the City suspend Atmos Energy’s proposed effective date of April 27, 2021 for forty-five days as allowed by state law, so that the City may evaluate whether the data and calculations in Atmos Energy’s rate application are correctly done.

Therefore, ATM’s Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending Atmos Energy’s proposed effective date for 45 days. Assuming a proposed effective date of April 27, 2021 Atmos Energy’s proposed effective date is suspended until June 11, 2021.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0329-__**

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

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

WHEREAS, the Town Council has been presented with a Work Order Authorization Agreement for professional engineering services for an environmental review, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 29th day of March, 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

**Town of Hickory Creek
 Work Order Authorization Agreement
 For
 Professional Engineering Services with Halff Associates, Inc.**

**Historical Land Use Review
 FY 2021
 Work Order Authorization No. 2
 March 25, 2021**

Scope of Work:	Halff Associates will assist the Town by providing environmental services to perform land use review on approximately 9.1 acres of Town-owned property on Hidden Hills Road. See Attachment "A" for details of scope.
Deliverables:	See Attachment "A"
Items Furnished by Town:	See Attachment "A"

Fees:	<p><u>Fee Summary</u></p> <p>Total for Tasks 1, 2, and 3 (see Attachment "A" <u>\$1,900.00</u></p> <p>Total Fee: \$1,900.00</p> <p>This is a <u>Lump Sum</u> fee and will be billed monthly based on percent of the work completed. Direct costs (copies, mileage, etc.) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1 (1.0 for mileage).</p>
--------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services**, dated March 12, 2012, between Halff Associates and the Town of Hickory Creek. Halff Associates will bill the above described services under AVO 35638.002.


**Town of Hickory Creek
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

Submitted:

HALFF ASSOCIATES, INC.

Approved:

TOWN OF HICKORY CREEK, TEXAS

By: 
Signature

David A. Burkett
Printed Name

Transportation Team Leader
Title

March 25, 2021
Date

By: _____
Signature

Printed Name

Title

Date



March 25, 2021
AVO P37638.002

Mr. John Smith
Town Administrator
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065-7633

Re: Historical Land Use Review for ±9.1 Acres of Land Consisting of Properties 62195, 62311, 62329, and 155074, Located on Hidden Hills Road, Hickory Creek, Texas

Dear Mr.:

Halff Associates, Inc. (Halff) is pleased to submit this proposal for environmental services to perform historical land use review on the property referenced above (Property or Site). The Town of Hickory Creek has requested assistance in determining the potential for environmental concerns on four Hickory Creek-owned parcels of land. A preliminary review of publicly available aerial images identified stockpiled material on the Property. The purpose of the historical land use review is to identify potential uses of the Site that may pose environmental concerns for the Property. A brief report will be provided following the completion of the historical land use review. The work will be performed in accordance with the following tasks:

Historic Land Use Review

- TASK 1:** Review selected, commercially available aerial photography of the Site and adjacent area, noting past stockpile areas and any visible abnormalities during Site or area development, which may indicate potential environmental concerns. This will involve examining at least six photographs taken at approximately 10-year intervals, depending on availability of photography for the Property location.
- TASK 2:** Review standard physical setting sources (e.g. U.S. Geological Survey topographic maps) in an effort to determine general geologic, hydrogeologic, and topographic characteristics of the Site and to aid in developing the history of the Site.
- TASK 3:** A brief report will be prepared summarizing the work performed and will include a summary of the aerial photograph review, a site map indicating any identified potential areas of concern, and conclusions and recommendations.

The total lump sum fee for the work described in the tasks outlined above is **\$1,900** and will take approximately three weeks to complete. It has been assumed that regulatory file searches and a Site visit will not be required.



Mr. John Smith
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, TX
March 25, 2021
Page 2

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you. This proposal is valid for a period of 30 days. The project will be completed in accordance with the Professional Services Agreement between Halff and the Town of Hickory Creek. Halff Associates would also benefit from a site map or boundary survey, and any previous geotechnical (soils) or environmental studies, if available. These materials can be returned to you immediately upon completion of the assessment, if necessary.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

Halff Associates is a multi-disciplinary engineering firm providing a wide range of services including civil and environmental engineering, planning, and surveying. If we can furnish additional information, please feel free to call me at (214) 346-6368.

Thank you for your consideration of Halff Associates.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Lee Beeson".

Lee Beeson, P.G.
Senior Geologist

Authorized by: _____

Date: _____

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0329-__**

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

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

WHEREAS, the Town Council has been presented with a Work Order Authorization Agreement for professional engineering services for the TCEQ MS4 Permit Annual Report (Year 1) (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 29th day of March, 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

**Town of Hickory Creek
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

**TCEQ MS4 Permit Annual Report (Year 2)
FY 2021 Work Order Authorization
February 25, 2021**

Scope of Work:	<p>Halff Associates will assist the Town in preparing and submitting the Year 2 Annual Report in accordance with TCEQ MS4 storm water rules and regulations referred to in draft TPDES General Permit No. TXR040000.</p> <p><u>Year 2 Annual Report</u></p> <ol style="list-style-type: none"> 1. Gather information from the Town staff. 2. Prepare checklist and timeline for following year SWMP implementation. 3. Prepare and submit Annual Report for submittal to TCEQ. 4. This task includes one (1) revision to the Annual Report to be submitted to TCEQ. <p><u>Scope Exclusions:</u></p> <ol style="list-style-type: none"> 1. Implementation of the SWMP activities. Town Staff shall implement the SWMP activities and goals.
Deliverables:	<ol style="list-style-type: none"> 1. Year 2 Annual Report (One revision and re-submittal to TCEQ)
Items Furnished by Town:	<ol style="list-style-type: none"> 1. Documentation of 2020 activities conducted in support of SWMP, to be provided by March 5, 2021.
Schedule:	<p>Complete by the permit deadline (March 31, 2021).</p>

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0329-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A CONTRACT FOR INCREASED LAW ENFORCEMENT FOR LEWISVILLE LAKE LYING WITHIN HICKORY CREEK, TEXAS BY AND BETWEEN THE TOWN OF HICKORY CREEK AND THE U.S. CORPS OF ENGINEERS, FORT WORTH DISTRICT.

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

WHEREAS, the Town Council has been presented with a proposed contract for Increased Law Enforcement for Lewisville Lake lying within Hickory Creek, Texas (hereinafter the “Contract”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Contract, 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 Contract 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 29th day of March, 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



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT
P.O. BOX 17300
FORT WORTH, TX 76102-0300

CESWF-CT

25 January 2021

Chief Carey Dunn
Hickory Creek Police Department
1075 Reagan Ave.
Hickory Creek, TX 75065

Dear Chief Dunn,

Attached is Solicitation No. W9126G21Q0014 for the requirement of police services for the project, FY21 Contract for Increased Law Enforcement for that part of Lewisville Lake lying within Hickory Creek, Texas. Request you submit a price quote for performing the work and services outlined in the Performance Work Statement (PWS). Your quote shall be filled in on the Bid Sheet found in the Solicitation. The quote must be received on or before **12:00 P.M. CST, on Monday, 1 March 2021**. Please submit your quote via email to Matthew S. Dickson, matthew.s.dickson@usace.army.mil

You are advised this letter shall NOT be construed as authority to proceed with any work or to incur any obligations chargeable to the Government in response to this solicitation. If you have any questions regarding this request, please contact Matthew S. Dickson, Contract Specialist at 817-886-1110.

The quote will be used for contract award if determined to be fair and reasonable. By submitting a quote, you agree that the proposed price is final and will accept contract award unilaterally, provided that the contract is for the exact amount of the quote.

Only a warranted Contracting Officer or Administrative Contracting Officer, acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer or ACO attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

Sincerely,

Matthew S. Dickson

Matthew S. Dickson
Contract Specialist

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 44		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G21Q0014		6. SOLICITATION ISSUE DATE 25-Jan-2021	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MATTHEW S DICKSON			b. TELEPHONE NUMBER (No Collect Calls) 817 886 1110		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 01 Mar 2021	
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300 TEL: FAX: (817) 886-6403		CODE W9126G	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 922120 SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING			
					14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED			
			TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--------------------------------------------------------	-----------	---------------------------------------------------------------------

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 30-APR-2021 TO 12-SEP-2021	N/A	N/A FOB: Destination	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY21 Increased Law Enforcement FFP FY21 Contract for Increased Law Enforcement (CILE) at for that part of Lewisville Lake lying within Hickory Creek for the purposes of enforcement of State and local criminal and civil laws. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement. FOB: Destination PSC CD: R499	1	Job		

\$47,323.36

NET AMT

Bid Schedule
Lewisville Lake, Hickory Creek Police Department Increased Law Enforcement

Period of Performance (30 April 2021 thru 12 September 2021)

Description	Quantity	U/M	Rate	Total
Estimated Labor Cost/Hour	<u>496</u>	Hours	<u>\$78.41</u>	<u>\$38,891.36</u>
Estimated Vehicle Cost/Mile	<u>6,200</u>	Miles	<u>\$1.36</u>	<u>\$8,432.00</u>
Total Contract Cost				<u>\$47,323.36</u>
Chargeable Hourly Rate (Vehicle & Labor) (Total Contract Cost/Scheduled Patrol Hours)				<u>\$95.41</u>

Estimated Labor Quantity = Scheduled Patrol Hours

Estimated Labor Rate = Total Labor Costs (Officers, Admin, Supervisory, etc)

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Hickory Creek Police Department Lewisville Lake 2021

1. **GENERAL:** This is a non-personal services contract to provide increased law enforcement services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. Scope: Hickory Creek Police Department (Contractor) agrees to provide a specific level of increased law enforcement services for that part of Lewisville Lake lying within town of Hickory Creek for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of Hickory Creek, Westlake and Oakland Parks (Appendix E). The contractor shall accomplish enforcement of state and local laws, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. This contract does not include or reimburse for services and patrol activities in any other areas on Corps property currently administered, operated or maintained by town of Hickory Creek.

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 30 April, 2021 through 12 September 2021, for a total of 496 patrol hours, further specified in Appendices A,B, and C to this PWS. Effective start date is 30 April, 2021 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted on Fridays, Saturdays and Sundays, as well as when a Federal holidays (see Appendices A,B and C)

1.4 General Information

1.4.1 Quality Control (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Appendix D). The summary will be completed daily and submitted at the close of each month to the Corps of Engineers representative listed in paragraph 1.4.11 of this plan. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal holidays falling during the contract period, namely, Memorial Day, Independence Day and Labor Day (see Appendices A,B and C).

1.4.4 Hours of Operation: [Not applicable]

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Hickory Creek Town Limits specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representative for emergency or unanticipated law enforcement assistance will be considered non-reimbursable.

1.4.6 Type of Contract: The government will award a firm fixed price contract

1.4.7 Security Requirements: This contract does not require Contractor personnel to have access to or enter secured government facilities such as dam outlet structures, powerhouses, etc. Contractor personnel shall follow locally-established security policies and procedures such as key control and security of lock combinations.

1.4.7.1 General Protection/Security Policy and Procedures:

1.4.7.1.1 All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

1.4.7.1.2 Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.4.7.3 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51. The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be provided in writing to the Lake Security Officer. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer.

- (a) The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

1.4.8 Special Qualifications: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission of Law Enforcement Officer

Standards and Education. TCLEOSE standards meet or exceed E-verify and background check requirements established by the Department of Homeland Security. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract.

1.4.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Quality Assurance(QA) Point of Contact(POC), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.10 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the Quality Assurance Point of Contact (POC) designated in Paragraph 1.4.11

1.4.11 Contractor Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the Quality Assurance POC: Rob Jordan, Lake Manager, Lewisville Lake; Alternate: Joshua Houghtaling, Park Ranger, Lewisville Lake. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.12 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms and personal identification normally worn by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Invoicing: Invoice for contract services performed; includes billing start/end dates, hours worked, total charges. Weekly recap of Police activity. Invoices shall be submitted to the Corps QA POC and Finance and Accounting on or before the 5th of every month for services rendered the previous month. Invoices can be sent via Mail, Fax, or Email.

1.4.14 Contractor Travel (Not applicable):

1.4.15 Data Rights (Not applicable)

1.4.16 Organizational Conflict of Interest: (Not applicable)

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General (If applicable): The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract

1.6.2 Equipment: The Contractor shall provide all patrol vehicles required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall

be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

2.0 MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation for all participating contract personnel will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas. (see sec. 1.2)	The contractor provided visible and verifiable presence and actions in the designated areas at the specified days and times. (see sec. 1.4.12)	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government. (see sec. 1.4.11)	Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QA POC, as will Law Enforcement Park Logs signed by Officers serving under this contract to ensure accuracy prior to authorizing payment. (see sec. 1.4.2)

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges.	Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month.	Two copies of invoice, submitted to Corps QA POC, one submitted to USACE Finance Center	Hard Copy or FAX	1. US Army Corps of Engineers Lewisville Lake 1801 N. Mill Street, Lewisville, TX 75057 ATTN: Rob Jordan/Sallie Wilson FAX:469-645-9101 2. USACE Finance Center Attn: CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005 FAX:901/874-8533
Daily Enforcement Action Summaries	Submit to USACE Lewisville Lake ATTN: Rob Jordan/Joshua Houghtaling			(see sec. 1.4.2 & 1.4.13)

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE
2021

DAY OF WEEK	TIME	HOURS	VEHICLES	OFFICERS
FRIDAY	1430-2300	8	1	1
SATURDAY	1430-2300	8	1	1
SUNDAY	1430-2300	8	1	1
JULY 4th (Sunday)	1530-0000	8	1	1
HOLIDAYS on Mondays (includes Memorial Day, Labor Day)	1100-1930	8	1	1

NOTE: Deviations from the above schedules may be required to allow for unforeseen situations that may arise during the Contract period. Any deviations shall be mutually agreed upon in advance by both the Corps and the Contractor and in no event will the total man-hours specified in the Contract be exceeded.

Contract begins on 30 April, 2021 with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through 12 September, 2021 to complete the agreement. Only select Federal Holidays as noted will be included in this agreement.

PERFORMANCE WORK STATEMENT

APPENDIX B

2021

HOURS BY MONTH

Hours: Fridays, Saturdays, Sundays and Holidays 8 hours each

April: 8hrs x **1** = **8**

May: 8 hrs x **15** = **120**
(includes Memorial Day)

June: 8 hrs x **12** = **96**

July: 8 hrs x **14** = **112**
(includes Independence Day)

August 8 hrs x **13** = **104**

September 8 hours x **7** = **56**
(includes Labor Day)

Total Hours = **496**

PERFORMANCE WORK STATEMENT

APPENDIX C

2021

SCHEDULE OF DAYS WORKED BY MONTH

62 Days total

April: 30 = **1 day**

MAY: 1-2, 7-19, 14-16, 21-23, 28-31 (includes Memorial Day) = **15 days**

JUNE: 4-6, 11-13, 18-20, 25-27 = **12 days**

JULY: 2-4 (includes Independence Day), 9-11, 16-18, 23-25, 30-31 = **14 days**

AUGUST: 1, 6-8, 13-15, 20-22, 27-29 = **13 days**

SEPTEMBER: 3-6 (includes Labor Day), 10-12 = **7 days**

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	JUN 2020
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 922120.
- (2) The small business size standard is .
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Items.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision --

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ___.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (___) is, (___) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (___) is, (___) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (___) is, (___) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern

participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (____) has, (____) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (____) has, (____) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (____) has developed and has on file, (____) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (____) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
____	____
____	____
____	____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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---	---

[List as necessary]

(4) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---	---
---	---
---	---

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---	---
---	---
---	---

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [___] Are, [___] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [___] Have, [___] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

(___) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: .

(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse

gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity

for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (OCT 2020)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor MAY include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **DFARS** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in

accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting

pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-- Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019)

(a) Definitions. As used in this clause--

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)

(a) Definitions. As used in this provision -

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela".

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means -

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror -

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5227
Daniel W. Simms	Division of	Revision No.: 12
Director	Wage Determinations	Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Collin Dallas Denton Ellis Hunt Kaufman Rockwall

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.60
01012 - Accounting Clerk II		18.64
01013 - Accounting Clerk III		20.84
01020 - Administrative Assistant		29.11
01035 - Court Reporter		20.54
01041 - Customer Service Representative I		14.02
01042 - Customer Service Representative II		15.77
01043 - Customer Service Representative III		17.21
01051 - Data Entry Operator I		14.39
01052 - Data Entry Operator II		15.70
01060 - Dispatcher Motor Vehicle		21.36
01070 - Document Preparation Clerk		15.89
01090 - Duplicating Machine Operator		15.89
01111 - General Clerk I		13.63
01112 - General Clerk II		14.87
01113 - General Clerk III		16.69
01120 - Housing Referral Assistant		22.46
01141 - Messenger Courier		14.29
01191 - Order Clerk I		16.47
01192 - Order Clerk II		17.96
01261 - Personnel Assistant (Employment) I		16.99
01262 - Personnel Assistant (Employment) II		19.01
01263 - Personnel Assistant (Employment) III		21.19
01270 - Production Control Clerk		23.27
01290 - Rental Clerk		15.30
01300 - Scheduler Maintenance		18.01
01311 - Secretary I		18.01
01312 - Secretary II		20.14

01313	- Secretary III	22.46
01320	- Service Order Dispatcher	17.47
01410	- Supply Technician	29.11
01420	- Survey Worker	17.29
01460	- Switchboard Operator/Receptionist	14.27
01531	- Travel Clerk I	15.19
01532	- Travel Clerk II	16.37
01533	- Travel Clerk III	17.52
01611	- Word Processor I	15.15
01612	- Word Processor II	17.01
01613	- Word Processor III	19.02
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer Fiberglass	22.70
05010	- Automotive Electrician	23.04
05040	- Automotive Glass Installer	20.93
05070	- Automotive Worker	22.02
05110	- Mobile Equipment Servicer	18.52
05130	- Motor Equipment Metal Mechanic	22.16
05160	- Motor Equipment Metal Worker	20.93
05190	- Motor Vehicle Mechanic	22.99
05220	- Motor Vehicle Mechanic Helper	17.27
05250	- Motor Vehicle Upholstery Worker	19.82
05280	- Motor Vehicle Wrecker	20.93
05310	- Painter Automotive	24.22
05340	- Radiator Repair Specialist	20.93
05370	- Tire Repairer	13.78
05400	- Transmission Repair Specialist	22.16
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.15
07041	- Cook I	12.89
07042	- Cook II	14.81
07070	- Dishwasher	10.52
07130	- Food Service Worker	11.32
07210	- Meat Cutter	13.34
07260	- Waiter/Waitress	10.03
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.54
09040	- Furniture Handler	10.24
09080	- Furniture Refinisher	15.32
09090	- Furniture Refinisher Helper	12.02
09110	- Furniture Repairer Minor	13.78
09130	- Upholsterer	16.57
11000	- General Services And Support Occupations	
11030	- Cleaner Vehicles	11.77
11060	- Elevator Operator	11.77
11090	- Gardener	19.56
11122	- Housekeeping Aide	12.12
11150	- Janitor	12.12
11210	- Laborer Grounds Maintenance	14.56
11240	- Maid or Houseman	11.19
11260	- Pruner	12.87
11270	- Tractor Operator	17.89
11330	- Trail Maintenance Worker	14.56
11360	- Window Cleaner	13.72
12000	- Health Occupations	
12010	- Ambulance Driver	20.65
12011	- Breath Alcohol Technician	21.21
12012	- Certified Occupational Therapist Assistant	35.61
12015	- Certified Physical Therapist Assistant	35.12
12020	- Dental Assistant	20.20
12025	- Dental Hygienist	39.40
12030	- EKG Technician	30.40
12035	- Electroneurodiagnostic Technologist	30.40

12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	18.96
12072 - Licensed Practical Nurse II	21.21
12073 - Licensed Practical Nurse III	23.64
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	25.58
12160 - Medical Record Clerk	18.40
12190 - Medical Record Technician	20.58
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	39.84
12221 - Nursing Assistant I	12.72
12222 - Nursing Assistant II	14.30
12223 - Nursing Assistant III	15.60
12224 - Nursing Assistant IV	17.51
12235 - Optical Dispenser	19.50
12236 - Optical Technician	16.25
12250 - Pharmacy Technician	16.82
12280 - Phlebotomist	16.83
12305 - Radiologic Technologist	29.53
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	26.27
12320 - Substance Abuse Treatment Counselor	22.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	16.29
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	18.15
13072 - Photographer II	20.31
13073 - Photographer III	25.16
13074 - Photographer IV	30.77
13075 - Photographer V	37.24
13090 - Technical Order Library Clerk	17.28
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.34
14042 - Computer Operator II	20.50
14043 - Computer Operator III	22.87
14044 - Computer Operator IV	27.14
14045 - Computer Operator V	30.04
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.34

14160 - Personal Computer Support Technician	27.14
14170 - System Support Specialist	39.80
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	41.90
15030 - Air Crew Training Devices Instructor (Pilot)	46.09
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	34.30
15070 - Flight Instructor (Pilot)	46.09
15080 - Graphic Artist	25.28
15085 - Maintenance Test Pilot Fixed Jet/Prop	45.10
15086 - Maintenance Test Pilot Rotary Wing	45.10
15088 - Non-Maintenance Test/Co-Pilot	45.10
15090 - Technical Instructor	26.98
15095 - Technical Instructor/Course Developer	33.00
15110 - Test Proctor	21.78
15120 - Tutor	21.78
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.59
16030 - Counter Attendant	10.59
16040 - Dry Cleaner	13.60
16070 - Finisher Flatwork Machine	10.59
16090 - Presser Hand	10.59
16110 - Presser Machine Drycleaning	10.59
16130 - Presser Machine Shirts	10.59
16160 - Presser Machine Wearing Apparel Laundry	10.59
16190 - Sewing Machine Operator	14.43
16220 - Tailor	15.51
16250 - Washer Machine	11.64
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.10
19040 - Tool And Die Maker	25.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.95
21030 - Material Coordinator	23.27
21040 - Material Expediter	23.27
21050 - Material Handling Laborer	14.38
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	16.95
21110 - Shipping Packer	16.13
21130 - Shipping/Receiving Clerk	16.13
21140 - Store Worker I	12.54
21150 - Stock Clerk	18.18
21210 - Tools And Parts Attendant	16.95
21410 - Warehouse Specialist	16.95
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	38.23
23019 - Aircraft Logs and Records Technician	31.02
23021 - Aircraft Mechanic I	36.48
23022 - Aircraft Mechanic II	38.23
23023 - Aircraft Mechanic III	40.02
23040 - Aircraft Mechanic Helper	26.15
23050 - Aircraft Painter	34.57
23060 - Aircraft Servicer	31.02
23070 - Aircraft Survival Flight Equipment Technician	34.57
23080 - Aircraft Worker	32.80
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	32.80
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	36.48
23110 - Appliance Mechanic	19.52
23120 - Bicycle Repairer	18.50
23125 - Cable Splicer	27.55

23130 - Carpenter Maintenance	18.47
23140 - Carpet Layer	19.04
23160 - Electrician Maintenance	23.75
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	29.34
23260 - Fabric Worker	24.43
23290 - Fire Alarm System Mechanic	22.28
23310 - Fire Extinguisher Repairer	18.50
23311 - Fuel Distribution System Mechanic	21.32
23312 - Fuel Distribution System Operator	16.71
23370 - General Maintenance Worker	19.40
23380 - Ground Support Equipment Mechanic	36.48
23381 - Ground Support Equipment Servicer	31.02
23382 - Ground Support Equipment Worker	32.80
23391 - Gunsmith I	18.50
23392 - Gunsmith II	21.25
23393 - Gunsmith III	23.60
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.55
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.63
23430 - Heavy Equipment Mechanic	24.71
23440 - Heavy Equipment Operator	19.87
23460 - Instrument Mechanic	25.41
23465 - Laboratory/Shelter Mechanic	22.40
23470 - Laborer	14.38
23510 - Locksmith	22.46
23530 - Machinery Maintenance Mechanic	25.26
23550 - Machinist Maintenance	20.24
23580 - Maintenance Trades Helper	16.17
23591 - Metrology Technician I	25.41
23592 - Metrology Technician II	26.64
23593 - Metrology Technician III	27.88
23640 - Millwright	24.70
23710 - Office Appliance Repairer	18.66
23760 - Painter Maintenance	17.32
23790 - Pipefitter Maintenance	26.55
23810 - Plumber Maintenance	25.20
23820 - Pneudraulic Systems Mechanic	23.60
23850 - Rigger	26.09
23870 - Scale Mechanic	21.25
23890 - Sheet-Metal Worker Maintenance	20.11
23910 - Small Engine Mechanic	19.51
23931 - Telecommunications Mechanic I	27.34
23932 - Telecommunications Mechanic II	28.64
23950 - Telephone Lineman	23.54
23960 - Welder Combination Maintenance	18.96
23965 - Well Driller	21.63
23970 - Woodcraft Worker	23.60
23980 - Woodworker	18.50
24000 - Personal Needs Occupations	
24550 - Case Manager	18.06
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	9.75
24620 - Family Readiness And Support Services Coordinator	18.06
24630 - Homemaker	18.06
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.73
25040 - Sewage Plant Operator	20.18
25070 - Stationary Engineer	27.73

25190 - Ventilation Equipment Tender	19.37
25210 - Water Treatment Plant Operator	20.18
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.64
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	23.01
27010 - Court Security Officer	25.65
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	23.01
27070 - Firefighter	28.28
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	31.05
27132 - Police Officer II	34.51
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.21
28042 - Carnival Equipment Repairer	15.54
28043 - Carnival Worker	10.22
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	18.53
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.86
29020 - Hatch Tender	25.86
29030 - Line Handler	25.86
29041 - Stevedore I	24.46
29042 - Stevedore II	27.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	43.00
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.64
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	32.64
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.42
30051 - Cryogenic Technician I	26.83
30052 - Cryogenic Technician II	29.63
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30095 - Evidence Control Specialist	24.23
30210 - Laboratory Technician	25.44
30221 - Latent Fingerprint Technician I	26.76
30222 - Latent Fingerprint Technician II	29.57
30240 - Mathematical Technician	30.53
30361 - Paralegal/Legal Assistant I	19.49
30362 - Paralegal/Legal Assistant II	24.15
30363 - Paralegal/Legal Assistant III	29.54
30364 - Paralegal/Legal Assistant IV	35.74
30375 - Petroleum Supply Specialist	29.63

30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	29.63
30461 - Technical Writer I	25.69
30462 - Technical Writer II	31.42
30463 - Technical Writer III	38.01
30491 - Unexploded Ordnance (UXO) Technician I	27.32
30492 - Unexploded Ordnance (UXO) Technician II	33.06
30493 - Unexploded Ordnance (UXO) Technician III	39.62
30494 - Unexploded (UXO) Safety Escort	27.32
30495 - Unexploded (UXO) Sweep Personnel	27.32
30501 - Weather Forecaster I	26.83
30502 - Weather Forecaster II	32.63
30620 - Weather Observer Combined Upper Air Or	(see 2) 24.97
Surface Programs	
30621 - Weather Observer Senior	(see 2) 25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.06
31020 - Bus Aide	14.54
31030 - Bus Driver	21.23
31043 - Driver Courier	16.94
31260 - Parking and Lot Attendant	10.60
31290 - Shuttle Bus Driver	18.53
31310 - Taxi Driver	12.70
31361 - Truckdriver Light	18.53
31362 - Truckdriver Medium	20.13
31363 - Truckdriver Heavy	22.14
31364 - Truckdriver Tractor-Trailer	22.14
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.12
99030 - Cashier	10.77
99050 - Desk Clerk	11.33
99095 - Embalmer	24.05
99130 - Flight Follower	27.32
99251 - Laboratory Animal Caretaker I	13.18
99252 - Laboratory Animal Caretaker II	14.42
99260 - Marketing Analyst	36.10
99310 - Mortician	24.42
99410 - Pest Controller	22.97
99510 - Photofinishing Worker	14.89
99710 - Recycling Laborer	19.52
99711 - Recycling Specialist	23.99
99730 - Refuse Collector	17.25
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	10.80
99830 - Survey Party Chief	26.65
99831 - Surveying Aide	15.97
99832 - Surveying Technician	20.46
99840 - Vending Machine Attendant	15.50
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	15.46

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1

2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per

week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

- 6) Each affected employee shall be furnished by the contractor with a written copy

of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b) (2) (iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c) (1))."

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0329-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT FOR SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM BY AND BETWEEN THE TOWN OF HICKORY CREEK POLICE DEPARTMENT AND DENTON COUNTY, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System for the Hickory Creek Police Department (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 29th day of March, 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

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on *Exhibit "A"*.
- 5.2. The Agency shall complete *Exhibit "A"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services,

or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "B"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Hickory Creek Police Department
Contact Person	Chief Carey Dunn
Address	1075 Ronald Reagan Ave.
City, State, Zip	Hickory Creek, TX 75065
Telephone	940-497-3520
Email	carey.dunn@hickorycreek-tx.gov

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Lynn C. Clark, Mayor

Town of Hickory Creek

1075 Ronald Reagan Ave.

Hickory Creek, TX 75065

940-497-2528

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Carey Dunn, Chief of Police

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

2021-22 Budget Year Denton County Sheriff's Office Communications Agreement Agency Payment Worksheet

Agency:	Hickory Creek Police Department
Payment Contact Person:	Chief Dunn and/or Kristi K. Rogers, Town Secretary/Accounting
Phone Number:	940-497-2528
Email:	carey.dunn@hickorycreek-tx.gov or Kristi.rogers@hickorycreek-tx.gov
Address:	1075 Ronald Reagan Ave.
City, State, Zip	Hickory Creek, TX 75065
AGENCY TOTAL AMOUNT DUE	\$30,808.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

Payment Plan Options

Agency MUST
Select One
Payment Option

1	One Annual Payment (100%)
2	Two Payments (50%)
3	Four Payments (25%)
4	Twelve Monthly Payments
5	Other Payment Option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2021-2022

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Town of Hickory Creek Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

Signature: _____

By: Tracy Murphree

By: Lynn C. Clark

Title: Denton County Sheriff

Title: Town of Hickory Creek Mayor

Date: _____

Date: _____

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0329-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ESTABLISHING THE TOWN'S LEGISLATIVE AGENDA AND PRIORITIES FOR THE 87TH SESSION OF THE TEXAS LEGISLATURE TO INCLUDE SPECIAL CALLED SESSIONS AND THE INTERIM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, beginning November 9, 2020, state legislators began filing legislation that could impact Town operations, finances, and our citizens; and

WHEREAS, on January 12, 2021, the Texas Legislature convened for a 140-day session to consider legislation; and

WHEREAS, it is anticipated that many legislative issues affecting local government will be considered; and

WHEREAS, Town staff has prepared the recommended 2021 Legislative Agenda attached hereto as Exhibit "A" for review by the Town Council; and

WHEREAS, the Town Council is of the opinion that such 2021 Legislative Agenda is in the best interest of the Town and the Shady Shores community, is consistent with the mission and vision of the Town, should be adopted, and should be forwarded for consideration by the Legislature.

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

Section 1: The 2021 Legislative Agenda that is attached hereto as Exhibit "A" is hereby adopted and approved.

Section 2: The Mayor, Town Administrator or his designee are authorized to communicate with legislators or state officials to discuss the Town's position and legislative priorities.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 29th day of March, 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

Exhibit A

Town of Hickory Creek 2021 Legislative Agenda

The 2021 Legislative Agenda is a guide for Town of Hickory Creek (“Town”) positions and priorities.

The purpose of the Town’s legislative efforts is to protect the Town’s interests by advocating for what is in the best interest of the Hickory Creek community. Many significant decisions affecting Texas cities are made by the Texas Legislature therefore, the Town of Hickory Creek should have a voice on proposed legislation.

Town of Hickory Creek Top Priorities

As the level of government closest to our citizens the Town bears the primary responsibility for ensuring health and safety, for providing daily services, and for the provision of capital infrastructure. As a general policy, the Town of Hickory Creek seeks to preserve its authority to responsibly govern the Town, its citizens, and its property.

The Town will oppose bills that will provide for state preemption of municipal authority in general or specifically erode Hickory Creek’s authority to govern locally.

Fiscal Management

The Town of Hickory Creek is committed to financial accountability and transparency through prudent financial policies and fiscal practices. Municipal revenue is made up of sources such as property taxes, sales taxes, right-of-way revenues, service fees, and court fines. The Town seeks to maintain a predictable level of revenue and oppose state mandates that do not allow the Town to provide a stable source of funding to meet the needs of the residents as approved by Town Council.

The Town supports any legislation that results in greater public fiscal transparency; or is viewed as advancing the Town's Comprehensive Plan or the Town's Strategic Goals; or that improves the health, safety, and welfare of its residents; or that reduces the cost of governing the Town.

The Town opposes the imposition of any state mandates that do not provide for a commensurate level of compensation.

The Town supports legislation that would cap the administrative fee the State Comptroller may assess for the administration of sales tax revenue.

The Town supports clean-up legislation for SB2 that would clarify the calculation of disputed property tax values and legislation.

The Town opposes legislation that will limit the Town’s ability to be a strong fiscal steward of the resources entrusted to it by Town of Hickory Creek residents.

The Town opposes legislation that would impose additional revenue caps of any type including implementing further reductions to the voter-approval rate, mandatory tax rate ratification elections, reduced petition requirements, or limitations on overall expenditures to maintain local control.

The Town opposes legislation that would impose new property or sales tax exemptions that would substantially erode the Town’s tax base and erode the ability to issue debt.

The Town supports Town-related bills that would maintain a competitive advantage for the Town of Hickory Creek or that would: provide fairness and equity in the application of sales and use taxes for goods and services.

The Town opposes any legislation that would impose additional state fees or costs on municipal court convictions or require municipal courts to collect fine revenue for the state.

The Town supports any legislation that provides funding for Library Resource Sharing.

The Town supports any legislation authorizing a council-option city homestead exemption expressed as a percentage or flat dollar amount.

The Town supports any legislation providing additional funding through the Municipal Court Building and Security Fund and the Municipal Court Technology Fund.

Transportation

The Town of Hickory Creek is committed to being accessible by a variety of modes of transportation. The Town is working to become a connected community by improving its major thoroughfares for connectivity to adjacent Lake Cities communities

The Town supports legislation that ensures adequate funding of statewide and regional efforts to maintain and improve multimodal transportation systems.

The Town supports legislation that discontinues diversion of transportation revenue to non-transportation purposes.

The Town supports legislation that amends state law to help cities fund transportation projects or provide cities with additional funding options and resources.

Economic Vibrancy

The Town opposes any legislation that attempts to limit the type of incentives available to the Town or that would limit any use of economic and other incentives by the Town.

The Town supports legislation that would continue, maintain, protect, and/or enhance the utilization of state and local funds for economic and community development funds including the Texas Enterprise Fund, Chapter 312 Tax Code, Skills Development Fund, Tax Increment Financing, Section 380 Agreements, and other economic development tools that enable Texas to compete for projects.

The Town supports economic development bills that create jobs that benefit the region.

Public Safety

Town of Hickory Creek is committed to providing a Police Department and contracted Fire Services for residents who deserve to be in a safe and secure community.

The Town supports legislation such as state funding that enhances the ability for local public safety to protect and serve their community, using the latest in technology and transparent, community policing policies.

The Town supports legislation that increases existing or creates new grant program funding that provides financial assistance to local governmental law enforcement agencies for public safety resources, including legislation that supports the use and the purchase of body cameras and associated data storage cost.

The Town supports legislation that allows a Town to lower the prima facie speed limit from 30 to 25 miles per hour without the need for a traffic study.

Land Use and Development

Cities regulate private real property through a variety of ways such as zoning and platting and prohibition of specific nuisances. The specific regulation varies based on the individual needs of the community. The Town of Hickory Creek has been working to make itself a unique destination with high quality homes and services.

The Town opposes any legislation that would preempt local regulatory authority related to land-use and zoning, local amendments to model building codes, local building permit fees, and eminent domain.

The Town opposes any legislation that further erodes municipal authority over the rights-of-way or erode municipal authority to collect reasonable compensation for the use of rights-of-way.

The Town supports legislation that would beneficially amend H.B. 3167, the subdivision platting shot clock bill.

The Town supports legislation that makes beneficial amendments to H.B. 2439, the building materials bill.

The Town supports any legislation authorizing a city to annex across a road to bring a voluntarily-requested area into the city limits.

Environment

The Town of Hickory Creek promotes a high quality of life for residents and visitors through its commitment to the environment.

The Town supports legislation for Constitutional dedication of Sporting Goods' Sales Tax.

General

The Town opposes any legislation that attempts to limit or prohibit the authority of Town officials to use municipal funds to communicate with legislators; or limit or prohibit the authority of the Texas Municipal League to use any revenue, however derived, to communicate with legislators.

The Town supports legislation that modifies state law to developing plans and resources needed for greater broad band connectivity to enhance access to public education, healthcare, employment, news, and information.

The Town supports legislation that modernizes the Texas Universal Fund through revenue sources that ensure long-term sustainability for the provision of broadband services.

The Town supports legislation that would allow cities the option of using either an official newspaper or a website for the publication of legal notices.

The Town opposes any legislation that would eliminate any of the current uniform election dates.

The Town opposes any legislation that would require preclearance of Town ballot propositions by a state agency.

The Town opposes requiring candidates for city office to declare party affiliation in order to run for office.

The Town supports any legislation allowing a city official to submit a request for an attorney general letter ruling under the Public Information Act by email at no charge.

The Town supports any legislation promoting increased flexibility under the Texas Open Meetings Act, including flexibility for public participation, so long as the legislation doesn't mandate any new costs on local governments.

The Town supports any legislation requiring equitable treatment of local governments by preventing a state official or state agency from placing additional restrictions on a city's use of federal funds from future stimulus legislation related to a health pandemic, in contravention of congressional intent.

The Town supports any legislation requiring counties to share timely information on health emergencies with cities.

The Town supports any legislation making confidential and not subject to disclosure under the Public Information Act certain information related to a city's cybersecurity technology.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0329-__**

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 ANALISA GRIFFITH CONCERNING ON SITE SEWAGE FACILITY INSPECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Analisa Griffith (hereinafter the “Agreement”) to provide on-site sewage facility and services outlined in 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 29th day of March, 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

AGREEMENT FOR ON-SITE SEWAGE FACILITY INSPECTION SERVICES

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by Analisa Griffith (hereinafter referred to as “DESIGNATED REPRESENTATIVE”) and the Town of HICKORY CREEK, Texas, a municipal corporation, (hereinafter referred to as “HICKORY CREEK” or the “Town”).

RECITALS:

WHEREAS, The Town of HICKORY CREEK is desirous of providing its residents and businesses with ON-SITE SEWAGE FACILITY (OSSF) INSPECTION SERVICES; and

WHEREAS, Designated Representative being a Registered Sanitarian, in good standing, with the Texas Department of Health/Texas Department of Licensing; as well as, a Designated Representative, in good standing, with the Texas Commission on Environmental Quality (TCEQ) and is desirous of providing OSSF INSPECTION SERVICES to HICKORY CREEK; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide services at the highest level possible to HICKORY CREEK in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term:** This Agreement shall be for a term of twelve (12) months, commencing on _____, 2021, and ending September 30, 2021, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of HICKORY CREEK.

Section 3. **Scope of Services:** Designated Representative hereby agrees to provide HICKORY CREEK the following services:

- a. **General Services:** Designated Representative and/or assigns will simplify procedure, avoid delay, save expense, and facilitate the local administration and local enforcement of the OSSF provisions of Town of HICKORY CREEK Code of Ordinances duly approved by TCEQ, as-well the on-site sewage facility rules and regulations of the TCEQ; review all on-site sewage facility permit applications for compliance with TCEQ rules; issue Authorizations to Construct; conduct residential and commercial on-site sewage facility inspections, conduct OSSF enforcement in accordance with applicable TCEQ rules.
- b. **Reports:** Designated Representative and/or assigns will prepare and submit a basic monthly report and itemized invoice to the Town Administrator of HICKORY CREEK summarizing all general and special services activity within the Town limits from the previous thirty day period.
- c. **Special Services:** Designated Representative and/or assigns will investigate complaints; confer with contractors, builders, system designers, installers, state agencies and the general public; enforce the provisions of the Town of HICKORY CREEK on-site sewage facility ordinance through inspection, written compliance notification, and citation; testify in municipal court as necessary; assist by providing technical guidance with monthly TCEQ reports; assist with TCEQ administrative field audits; assist with ordinance review; review subdivision and development plans; and attend meetings when applicable.
- d. **Equipment and Availability:** Designated Representative will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles, tools and mobile telephones. Designated Representative will be available for general and special services during and after the normal business hours of Town Hall to best promote agreeable administration of the TCEQ OSSF rules.
- e. **Licenses and Registrations:** Designated Representative and/or assigns will remain in good standing with the TCEQ and the Texas Department of Health. Designated Representative and/or assigns will keep current, at all times, the Designated Representative status with the TCEQ and the Registered Sanitarian status with the Texas Department of Health. Designated Representative and/or assigns will comply with all the educational requirements of the TCEQ and the Texas Department of Health.

Section 4. **HICKORY CREEK's Obligations:** HICKORY CREEK agrees to perform the following:

- a. Make payment to Designated Representative on a monthly basis and, upon receipt of a monthly report, in accordance with the following fee schedule:
 1. On-site Sewage Facility Plan Review: One hundred dollars and no cents (\$100) per each review.
 2. On-site Sewage Facility Final Inspections: Two hundred dollars and no cents (\$200) per inspection.
 3. On-site Sewage Facility Re-Inspection: Two hundred fifty dollars and no cents (\$250).
 4. On-Site Sewage Facility Complaints (Complaints shall come through the Town or from TCEQ): Two hundred and fifty dollars and no cents (\$250) per complaint investigation.
 5. Administrative duties resulting from OSSF enforcement, as well as, State OSSF program Audits/Reviews: Twenty-five dollars per hour (\$25).
 6. Subdivision Review (For conformance with 30 TAC 285 OSSF Regulations): Two hundred and fifty dollars and no cents (\$250).
 7. Development Plan Review (For conformance with 30 TAC 285 OSSF Regulations): Two hundred and fifty dollars and no cents (\$250).
 8. Plat/Re-plat Review (For conformance with 30 TAC 285 OSSF Regulations): Two hundred and fifty dollars and no cents (\$250).
 9. Building Permit Review (Pool, Shed, Barn, Cabana, Retaining Walls or other surface improvements that may impact an OSSF, including excavation or fill): One hundred dollars and no cents (\$100) per each review.
 10. Water Well Permit Review: One hundred dollars and no cents (\$100) per each review.
 11. Ordinance Review: Two hundred dollars and no cents (\$200) per each review.
- b. Provide clerical support and any administrative costs associated On-site Sewage Facility administration, including but not limited to permit forms, reports, certified and regular mail, records retention, printing, notices and publications, and correspondence.

Section 5. **Revenues Retained:** HICKORY CREEK shall retain all fees, fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the Town's boundary.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, Designated Representative will be compensated for all services performed to the termination date, which will be the date one month (30 days) after the date of the written notice of termination, together with any payments then due and as authorized by this Agreement.
- b. If HICKORY CREEK fails to make payment to Designated Representative within five (5) working days after the submission date of the monthly report for any invoiced amounts, Designated Representative, at his discretion, may suspend service until payment is received. If it becomes necessary for Designated Representative to suspend services to HICKORY CREEK for nonpayment of the invoiced amounts, Designated Representative will identify a date that services will be suspended and submit written notice to the Town.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

Hickory Creek Town Hall
1075 Ronald Reagan Ave
Hickory Creek, TX 75065

Section 8. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 9. **Supervision/Certifications/Licenses:** At all times during the term of this Agreement, all assigns shall be under supervision and control of Designated Representative. In addition, Designated Representative and all assigns must be certified, registered, or licensed in their respective areas of expertise to carry out their duties. The costs associated with maintaining certifications, registrations and licenses along with the costs of any required continuing education classes shall be at the sole expense of Designated Representative.

Section 10. **Performance:** Both parties mutually agree that Designated Representative is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Designated Representative in no way are to be considered employees of HICKORY CREEK.

Section 11. **Indemnification:** Designated Representative agrees to hold harmless, save and indemnify the Town of HICKORY CREEK and its Officers and staff for any and all claims for damages, personal injury and/or death that any be asserted against HICKORY CREEK arising from Designated Representative negligence or its performance hereunder, save and except intentional acts of gross negligence by HICKORY CREEK. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these

parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2021, in duplicate originals.

TOWN OF HICKORY CREEK

By: Mayor

By:

Attest:

Attest:

By: Town Administrator
(Seal)

Witness

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0329-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE TOWN ADMINISTRATOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF UNTREATED WATER BY AND BETWEEN THE TOWN OF HICKORY CREEK AND THE CITY OF DALLAS, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and the City of Dallas (hereinafter the “Agreement”), to purchase untreated water from the City of Dallas, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Town Administrator shall be authorized to execute 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 Town Administrator 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 29th day of March, 2021.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**TOWN OF HICKORY CREEK
UNTREATED WATER PURCHASE CONTRACT**

WHEREAS, the Town of Hickory Creek, a Texas municipal corporation, legally authorized to do business in the State of Texas, (hereinafter called “Purchaser”), desires to purchase from the City of Dallas, a Texas municipal corporation, (hereinafter called “Dallas”) untreated water for the purpose of irrigating and maintaining Purchaser’s landscaping and medians within town limits located along Lewisville Lake within Denton County; and

WHEREAS, said water will be taken from diversion points located along Lewisville Lake, in Denton County, Texas in amounts hereinafter specified; and

WHEREAS, Dallas, pursuant to Certificates of Adjudication Nos. 08-2456 (Lewisville Lake) is entitled to appropriate the water of Lewisville Lake; and

WHEREAS, the diversion and use of the water by Purchaser from Lewisville Lake will affect the water rights of Dallas in Lewisville Lake; and

WHEREAS, the water so diverted will be used for irrigation purposes; and

WHEREAS, Purchaser currently purchases untreated water from Dallas, and Dallas currently sells untreated water to Purchaser pursuant to a June 27, 2018, Untreated Water Purchase Contract, which, by its terms, expired on June 26, 2021; and

WHEREAS, the parties desire to enter into this Untreated Water Purchase Contract ("Contract") allowing Purchaser to purchase untreated water at the Dallas ordinance rate in effect on the execution date of this Contract, and as may thereafter be changed from time to time in the manner set out herein below, in accordance with applicable regulations and procedures established by the Texas Commission on Environmental Quality (“TCEQ”) and the Texas Water Development Board (“TWDB”); and,

WHEREAS, the effectiveness of this Contract is dependent upon compliance with the applicable rules of the TCEQ and the TWDB.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions given by each party, Dallas and Purchaser agree as follows:

1. **CONTRACT ADMINISTRATION.**

This Contract shall be administered on behalf of Dallas by its Director of Water Utilities, or the Director’s designated representative (hereinafter called “Director”), and on behalf of Purchaser by its authorized official or designated representative.

2. AVAILABILITY AND DIVERSION POINT.

A. Dallas agrees to sell untreated water to Purchaser for irrigation uses, as outlined below, when available, and when not otherwise needed by Dallas for storage, diversion or use for authorized purposes in Lewisville Lake. The sale of untreated water to meet the requirements of Purchaser is subject to and limited by the available system supply (as determined by the Director). Sales, however, shall not be unreasonably withheld. Purchaser shall divert water only at diversion points as described in Exhibit A, attached hereto and fully incorporated herein for all purposes as if copied word for word.

B. Purchaser may, in the future, request additional diversion points and/or quantities of water under this Contract. Such additional requests may be granted with the approval of Dallas' Director of Water Utilities and when so approved, shall be deemed to be made a part of this Contract, thereby amending Section 4 and Exhibit A of this Contract.

C. Exhibit A satisfies the requirement in current TCEQ rule contained in 30 Texas Administrative Code, Section 295.101(b) for inclusion of a vicinity map in the water purchase contract.

3. WATER YEAR.

The term "Water Year" means the period described by applicable ordinance of the City of Dallas, as may be amended from time to time. Currently, the Water Year begins on June 1 and ends on May 31.

4. MINIMUM/MAXIMUM PURCHASE.

Purchaser agrees to pay for, as billed, the minimum quantity of water as stated below, notwithstanding that a lesser amount may actually be taken. Should greater amounts than the minimum be taken, payment shall be as indicated in Section 9 of this Contract. Purchaser shall not, in any Water Year, take more than the maximum quantity of water stated below unless authorized by the Director as allowed under Section 2.B of this Contract. Any unauthorized quantity taken above the maximum quantity shall be considered an unauthorized diversion by the Purchaser, and the Contract is subject to termination under Section 13.C; however, Purchaser shall remain liable for the charges for the quantity taken in excess of the maximum allowed quantity.

Minimum Usage	Maximum Usage
3,000 Gallons	10,000 Gallons

5. RATES.

Purchaser shall pay Dallas for untreated water taken under this Contract at the current regular rate for untreated water sales as specified by Dallas ordinance, as same may be amended from time to time, and shall pay all other applicable charges for untreated water as may be adopted from time to time by ordinance of the Dallas City Council.

6. MEASUREMENT OF CONSUMPTION.

A. Adequate metering facilities, as approved by the Director, will be provided by the Purchaser at the diversion point(s). Payments are due monthly, in accordance with the provisions of Sections 9 and 10, for all metered consumption. The Director shall have the right to test the meter and to bill on estimated quantities if the meter is found to be inaccurate. If the meter is discovered to be malfunctioning, the amount of water that has passed through such meter will be estimated for each day that the meter has not been functioning correctly. The last correctly measured monthly consumption will be used as a basis for calculating the amount of water taken during the time such meter has not been functioning correctly. Purchaser shall maintain daily pumping logs to provide an alternate manner for estimating billings. Purchaser has a maximum of sixty (60) days to have any faulty meter repaired or replaced. Upon completion, Purchaser is required to contact the Director for approval of any new or repaired meter.

B. Purchaser shall maintain a daily pumping log that includes the dates that water was diverted from the raw water supply, meter reads, the total amount of gallons diverted along with the pump start and end times for each of those days. The daily pumping log must be provided to DWU Wholesale Services Division on a monthly basis, or more frequently as requested by Dallas. Director may terminate this contract in Director's sole discretion if Purchaser fails to properly maintain the daily pumping logs.

7. METERING AND PUMPING FACILITIES.

A. Purchaser shall be required to provide pumping and metering equipment and facilities as outlined in Exhibit A. Ownership and maintenance responsibility for the meters, pumps and facilities housing meters and pumps shall be with Purchaser. Purchaser shall maintain meters, pumps and motors and facilities to the satisfaction of the Director.

B. Purchaser shall furnish, install, operate, and maintain measuring equipment to quantify the amount of water diverted and used by Purchaser under this Contract. All measuring equipment (meters and devices) must be of standard types for measuring within generally accepted standards of accuracy as established by the American Water Works Association. Purchaser shall employ a professional meter testing firm, acceptable to Dallas, to test such meters tri-annually and shall invite representatives of Dallas to observe such tests.

C. Plans and specifications for proposed or additional intake facilities, pumping facilities and metering equipment and facilities shall be submitted to the Director by Purchaser for written approval prior to purchase or letting of contracts. Purchaser agrees that Dallas has the right to make periodic inspections during the construction phase of the metering facilities. Final

approval of completed metering facilities is subject to the mutual agreement of Purchaser and Dallas.

D. Upon termination of this Contract, Purchaser shall, at Purchaser's expense, remove any and all diversion facilities and restore diversion points to conditions approved by Dallas. Should Purchaser fail to remove all diversion facilities, Dallas may, but is not obligated to, remove the diversion facilities, restore the diversion points, and assess the Purchaser for the costs of said removal.

8. WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS AND CURTAILMENT.

A. Purchaser shall institute landscape irrigation practices which ensure water is used in a manner that prevents waste, conserves water resources for their most beneficial and vital uses, and protects the public health. Purchaser must comply with Dallas' water conservation and drought contingency plan measures and implement a water conservation plan or water conservation measures using the applicable elements of TCEQ regulations in 30 Texas Administrative Code Chapter 288, as amended, and titled, "Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements." Purchaser must adopt water conservation and drought management strategies at least as strict as those strategies of Dallas. Purchaser acknowledges that Dallas has provided a copy of its current Water Conservation Plan and Drought Contingency Plan, and has advised Purchaser regarding the location of updates of those plans.

B. Purchaser agrees that during periods of water shortages Dallas may, in accordance with its drought contingency plan as approved by the TCEQ, reasonably restrict Purchaser's withdrawals of untreated water when such water is needed for Dallas' municipal purposes. No restrictions will be imposed on Purchaser unless Dallas has imposed restrictions on withdrawals as to all similarly situated users. In the event withdrawals are restricted, untreated water shall be allocated to Purchaser on a pro rata basis. Written notice of temporary curtailment will be provided to the Purchaser. If a curtailment is imposed or sales discontinued for a period exceeding fifteen (15) days in any given Water Year, the minimum quantity to be purchased under this Contract will be prorated downward in proportion to the duration of the curtailment or discontinued service, unless at the time Purchaser has actually taken the minimum quantity specified in this Contract.

9. PAYMENT.

A. Billings will be calculated on the actual quantities of water taken by Purchaser. Monthly billings shall be provided to the Purchaser and payment is due upon receipt of statement.

B. Purchaser agrees to pay Dallas for the minimum quantity specified in Section 4, whether or not Purchaser has actually taken the minimum quantity by the end of the Water Year. Purchaser shall also be responsible for the payment of all water taken above the minimum quantity at the rates specified in Section 5 of this Contract.

C. In addition to remedies set forth in Section 13 of this Contract, Purchaser shall also be responsible for the payment of all water taken above the maximum quantity at the rates specified in Section 5 of this Contract.

10. DEFAULT IN PAYMENTS.

All amounts due and owing to Dallas by Purchaser shall, if not paid when due, accrue interest in accordance with the provisions of Section 2-1.1(b) of the Dallas City Code, as amended. If any money due and owing by Purchaser to Dallas is placed with an attorney for collection, Purchaser shall pay to Dallas, in addition to all other payments provided for by this Contract, including interest, Dallas' collection expenses, including court costs and attorneys' fees.

11. TERM.

A. The term of this Contract shall commence as of June 27, 2021 and shall remain in effect for a term of three (3) years. This Contract may be extended by the Director for four additional three-year terms, provided, however, that the total term of the Contract, including extensions, does not exceed fifteen (15) years or June 26, 2036.

B. If Purchaser desires to extend the original term of the contract, Purchaser shall request, in writing, such extension at least 90 days in advance of each scheduled expiration date.

12. INSPECTION AND METER READING.

Authorized Dallas employees shall have the right of reasonable ingress and egress on Purchaser's property and facilities during business hours to observe pumping operations, review pumping records, read meters, and to verify that untreated water is being used for the purposes and in the manner prescribed in this Contract.

13. DEFAULT – TERMINATION.

A. Dallas, acting through the Director, shall have the right to terminate this Contract upon non-payment of the charges set out in this Contract for any period exceeding sixty (60) days. Dallas, however, shall provide notice of intent to terminate under this Subsection at least ten (10) days prior to the proposed effective date of termination, in order for Purchaser to tender payment and thereby cure a default as to non-payment under this Contract.

B. Dallas, acting through the Director, shall have the right to terminate this Contract if it is found that pumping logs are not adequately maintained, that the meter is being bypassed, or that any water pumped by Purchaser is being resold or used for unauthorized purposes without notice to Dallas and Dallas' written consent. In addition, if the Contract is terminated under this Subsection, Dallas shall be entitled to payment for the maximum quantity of water for that Water Year in which the default under this subsection occurs.

C. Dallas, acting through the Director, shall have the right to terminate this Contract if Purchaser knowingly takes untreated water in excess of the maximum amount prescribed for the

Water Year in question. If the Contract is terminated under this Subsection, Dallas shall be entitled to payment for the maximum quantity of water for that Water Year in which the default occurred, and payment for the diverted untreated water in excess of the maximum amount prescribed for that Water Year.

D. In addition to the foregoing, Dallas, acting through the Director, may terminate this Contract for noncompliance with any other contractual condition upon thirty (30) days advance written notice to Purchaser of its intent to terminate; provided, however, that if Purchaser cures the condition of contractual noncompliance within the thirty-day period, Dallas, acting through the Director and at the Director's sole option, may continue this Contract.

E. After the first full Water Year of performance, this Contract may be terminated by Purchaser upon thirty (30) days written notification to Dallas. In addition, after the first full Water Year of performance, this Contract may be terminated by Dallas upon thirty (30) days written notification to Purchaser.

F. The remedies set forth in this section shall not be considered exclusive, and Dallas retains all other rights and remedies available at law and in equity in the event of any breach by Purchaser of any of the terms or provisions of this Contract.

14. NO REPRESENTATIONS OR WARRANTIES; FORCE MAJEURE.

A. PURCHASER AGREES TO TAKE WATER DELIVERED BY DALLAS "AS IS." DALLAS MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CHARACTER, QUALITY OR AVAILABILITY OF THE WATER TO BE TAKEN AND PURCHASER AGREES TO ASSUME ALL SUCH RISKS, ACCEPTING SAID WATER, IF AVAILABLE, IN THE SAME STATE AS IT IS PUMPED OR RELEASED FROM THE DESIGNATED DIVERSION POINT(S). DALLAS ALSO DOES NOT MAKE ANY REPRESENTATION THAT THE WATER WILL BE SUITABLE FOR THE PURPOSES FOR WHICH PURCHASER DESIRES TO USE IT.

B. DALLAS SHALL NOT BE LIABLE IN ANY EVENT FOR THE INABILITY OF DALLAS TO PERFORM ANY OBLIGATION UNDER THIS CONTRACT FOR REASONS BEYOND ITS CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD OR NATURAL DISASTER, WAR, DROUGHT, TERRORISM, FIRE, PUBLIC UTILITY POWER OUTAGE, OR THE RULES, REGULATIONS, OR ORDERS OF COURTS OR OF GOVERNMENTAL AGENCIES.

15. RIGHTS AND TITLE; NO RESALE.

Purchaser agrees that it shall acquire no rights or title to the use or reuse of water other than those rights explicitly set forth in this Contract. Purchaser shall not resell water taken under this Contract.

16. ASSIGNMENT.

Purchaser shall not sell, assign, transfer or convey its interest in this Contract, in whole or in part, without the prior written consent of the Director.

17. PROTECTION OF WATERSHED.

Purchaser agrees that water diverted under the Contract shall not be treated or altered by chemical or other means so as to be harmful to the Dallas water supply in the event of runoff, overflow or other release. Any chemical treatment of the water by the Purchaser shall be approved in advance by Dallas, which approval shall not be unreasonably withheld.

18. EASEMENTS, PERMITS AND FEES.

A. In agreeing to accept delivery of water under this Contract, Purchaser warrants and represents that Purchaser's diversion and use of water is in compliance with all applicable laws and regulations, including, but not limited to, all applicable laws of the State of Texas, applicable rules, regulations, permits and orders of the TCEQ and TWDB, Federal law (including but not limited to environmental and water quality laws, rules, orders, and regulations), and the Charter and ordinances of the City of Dallas, as same may hereafter be amended. This Contract's effectiveness is dependent upon Dallas and Purchaser's compliance with 30 Texas Administrative Code, Section 295.101 and 30 Texas Administrative Code, Chapter 297, Subchapter J (relating to Water Supply Contracts and Amendments), as amended.

B. Purchaser shall obtain any easements or rights-of-way necessary for any water lines or facilities that may be required to implement the terms and conditions of this Contract.

C. Purchaser is responsible for the acquisition of the appropriate water right permit from the TCEQ and any additional permits and for the payment of any regulatory or other fees required in connection with this Contract, including, but not limited to, permits, licenses, approvals or regulatory or other fees that may be required by TCEQ or TWDB. Should Purchaser be required to obtain a water right permit, Purchaser shall provide Dallas with a copy of said permit and Dallas, upon receipt, is authorized to include the permit as a part of Exhibit B of this Contract.

D. In the event Purchaser is required to obtain any water right permit, amendment or other approval from the State of Texas, Purchaser shall include in all applications for permits or approvals, a request that all permits and approvals issued contain a reference to this Contract and that Purchaser's permit to impound or divert untreated water is contingent upon the continued effectiveness of Purchaser's Contract with Dallas.

E. Purchaser agrees to coordinate permit submittals with Dallas if both Purchaser and Dallas are required to obtain permits or amendments to permits.

F. Purchaser shall not commence construction of impoundments or diversion facilities prior to obtaining all permits and approvals required from the State of Texas. Purchaser shall divert water under this contract only pursuant to such permit, or amendment to any existing permit that

TCEQ or TWDB may issue to Purchaser relating to the diversion of water, applicable regulations of TCEQ and TWDB, and the terms of this Contract.

19. OTHER CHARGES.

In the event any sales or use taxes, assessments or charges of any similar nature are imposed on diverting, storing, delivering, gathering, impounding, taking, selling, using, or consuming the water received by Purchaser from Dallas, the amount of the tax, assessment, or charge shall be borne by Purchaser, in addition to all other charges, and whenever Dallas is required to pay, collect, or remit any tax, assessment, or charge on water received by Purchaser, then Purchaser shall promptly pay or reimburse Dallas for the tax, assessment or charge in the manner directed by Dallas.

20. NOTICES.

Any notice, payment, statement, or demand required to be given under this Contract shall be deemed to have been sufficiently given to either party for all purposes hereof if mailed by certified mail, postage prepaid, addressed as follows:

TO DALLAS:

Director
Dallas Water Utilities
Dallas City Hall
1500 Marilla – Room 4AN
Dallas, Texas 75201

TO PURCHASER:

John Smith
Town Administrator
Town of Hickory Creek
1075 Ronald Reagan Ave.
Hickory Creek, Texas 75065

Or to such other respective address as the parties may designate from time to time in writing in accordance with this notice provision. Purchaser must provide written notice including contact information to Dallas within thirty (30) days of any pertinent staffing changes.

21. NOTICE OF CONTRACT CLAIM.

This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against Dallas. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract for all purposes as if written word for word in this Contract. Purchaser shall comply with the requirements of this ordinance as a precondition of any claim relating to this Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

22. CONFLICT OF INTEREST.

The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

“CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED --

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer’s or employee’s office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

(b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.”

23. GIFT TO PUBLIC SERVANT.

Dallas may terminate this Contract immediately if Purchaser has offered, or agreed to confer any benefit upon a Dallas employee or official that the Dallas employee or official is prohibited by law from accepting.

For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, Dallas may require Purchaser to remove any officer or employee of Purchaser from the administration of this Contract or any role in the performance of this Contract who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a Dallas employee or official.

24. VENUE.

The parties agree that this Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.

25. GOVERNING LAW.

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or any other state.

26. SEVERABILITY; LEGAL CONSTRUCTION.

A. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

B. The parties acknowledge that this Contract is an “arms length” agreement, entered into by Dallas and Purchaser freely, without duress, coercion or any undue influence. No presumption will apply in favor of either party in the interpretation of this Contract or in the resolution of any ambiguity of any provision of this Contract.

27. COUNTERPARTS.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

28. CAPTIONS.

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

29. APPLICABLE LAWS.

This Contract may be subject to review and approval by TCEQ or TWDB. Purchaser shall comply with all terms, conditions and provisions of the term permit to be obtained from the State of Texas, as amended, so long as same may remain in effect. In the event of any final judgment finding any violation or violations of the laws, rules, regulations, or orders described above, Purchaser shall be strictly liable for any damages caused to the property of Dallas, including but not limited to Dallas’ interest in Lake Ray Roberts and Lewisville Lake water, as a result of such violation or violations.

30. NO THIRD PARTY BENEFICIARIES.

Dallas and Purchaser enter into this Contract solely for the benefit of themselves and agree that nothing in this Contract shall be construed to confer any right, privilege or benefit on any person or entity other than Dallas and Purchaser.

31. SUCCESSORS AND ASSIGNS.

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

32. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS.

This Contract embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

33. AUTHORIZATION TO ACT.

By their signatures below, the representatives of Dallas and Purchaser state that they are authorized to enter into this Contract. Dallas and Purchaser will each provide documentation that this Contract has been authorized by its respective governing body.

[Remainder of this page intentionally left blank. Signatures appear on the following page.]

EXECUTED as of the ____ day of _____, 2021, on behalf of Dallas by its City Manager, duly authorized by Administrative Action No. 21-_____ and approved as to form by its City Attorney; and on behalf of Purchaser by its duly authorized officials.

APPROVED AS TO FORM:

CITY OF DALLAS

CHRISTOPHER J. CASO
City Attorney

T. C. BROADNAX
City Manager

BY _____
Assistant City Attorney

BY _____
Assistant City Manager

ATTEST:

PURCHASER:
Town Administrator
Town of Hickory Creek, A Texas
Municipal Corporation

BY _____

BY _____
John Smith
Town Administrator

EXHIBIT A

DESCRIPTION OF PUMPING AND METERING EQUIPMENT AND FACILITIES AND LOCATION OF DIVERSION POINTS

Description of Pumping Equipment

Town of Hickory Creek will use a Wylie portable water truck, with a capacity of 1600 gallons, to siphon water from Lewisville Lake.

Description of Metering Equipment

Attached to the Wylie portable water truck is a 4" Flanged Water Meter, with the capability of 20 GPM.

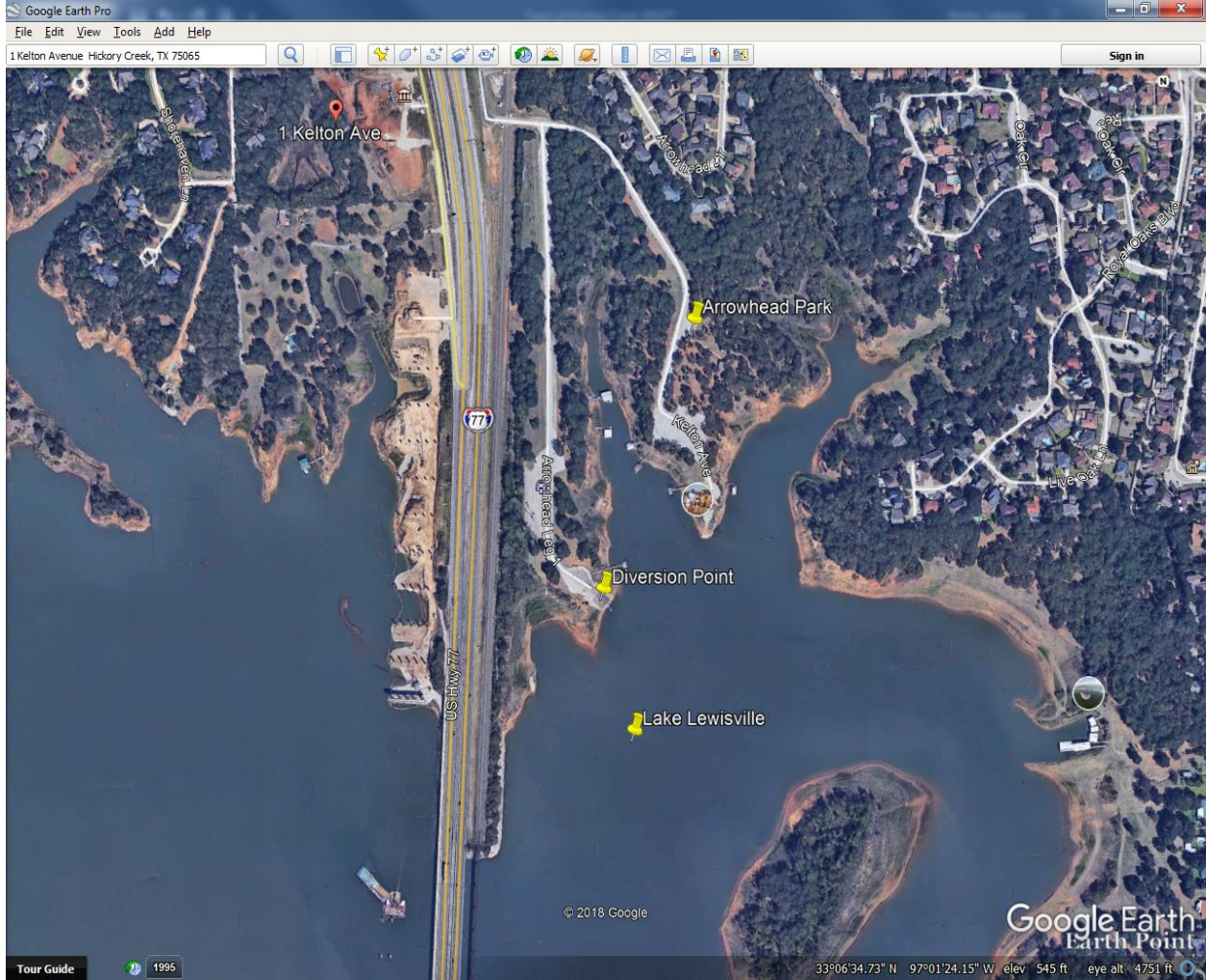
Ownership

The pumping and metering equipment and facilities are owned, operated, and maintained by Purchaser.

Future Facilities

Should pumping equipment, metering equipment and facilities and delivery points be agreed upon in the future, this Exhibit will be revised to recognize these facilities. Revisions to this Exhibit in order to add, delete, or modify pumping equipment, metering equipment and facilities and delivery points do not require city council approval.

LOCATION OF DIVERSION POINT





Town of Hickory Creek
Untreated Water Purchase Contract
Exhibit A



Town of Hickory Creek
Untreated Water Purchase Contract
Exhibit A



Town of Hickory Creek
Untreated Water Purchase Contract
Exhibit A



Town of Hickory Creek
Untreated Water Purchase Contract
Exhibit A

EXHIBIT B

SPECIAL CONDITIONS

Conditions for Purchaser's Utilization of Diversion Point

Purchaser shall maintain a daily pumping log that includes the dates the pump was in operation, meter reads, total amount of gallons diverted along with the pump start and end times for those days. The log must be provided to DWU Wholesale Services Division on a monthly basis, or as requested by Dallas.

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2021-03-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING CHAPTER 14 ZONING, ARTICLE XIII C-1 COMMERCIAL DISTRICT, SECTION 3 BUILDING REGULATIONS; AMENDING CHAPTER 14 ZONING; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek, 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 the Texas Constitution and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town Council is empowered under section 51.012 of the Local Government Code to adopt ordinances necessary for the government, interest, welfare, or good order of the municipality; and

WHEREAS, the Town Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order of the Town.

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

SECTION 1.
INCORPORATION OF PREMISES

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

SECTION 2.
FINDINGS

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas and necessary for the government, interest, welfare, and good order of the Town.

SECTION 3.
AMENDMENTS

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 14: Zoning, Article XIII C-1 Commercial District, Section 3 Building Regulations subsection (2) is hereby amended to read:

“All commercial areas adjacent to residential areas shall be separated from the residential area by the erection of a sight barrier fence which must be a minimum of eight feet in height, fully opaque, and constructed of 100 percent masonry materials.”

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

SECTION 4.
CUMULATIVE REPEALER CLAUSE

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

SECTION 5.
SAVINGS CLAUSE

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

SECTION 6.
SEVERABILITY

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

SECTION 7.
PENALTY

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

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a

misdemeanor and upon conviction thereof shall be fined, except as otherwise provided herein, in a sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 8.
PUBLICATION CLAUSE

The Town Secretary of the Town of Hickory Creek is hereby directed to publish in the Official newspaper of the Town of Hickory Creek, the Caption, Penalty Clause, and Effective Date clause of this Ordinance for two (2) days as required by Section 52.011 of the Texas Local Government Code.

SECTION 9.
ENGROSSMENT AND ENROLLMENT

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

SECTION 10.
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 29th day of March, 2021.

Lynn Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2021-03-_____

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING ON A CERTAIN TRACT OF LAND DESCRIBED AS 24.31 ACRES LOCATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220 IN DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN, TO DESIGNATE THE PROPERTY AS A PLANNED DEVELOPMENT (PD) ZONING DISTRICT; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE PLANNED DEVELOPMENT ZONING DISTRICT FOR THE SUBJECT PROPERTY; PROVIDING A CONCEPT PLAN; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SAVINGS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE CITY OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner/representative of a tract of land (the “Land”), described as a 24.31 acre tract of land located in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas and being more specifically described in Exhibit “A” attached hereto and incorporated herein, has applied for a zoning change to PD (Planned Development); and

WHEREAS, such application further requested an amendment to the official Zoning District Map of the City in accordance with the zoning ordinance of the City (the “Zoning Ordinance”); and

WHEREAS, all legal notices, requirements and conditions having been complied with, the case to rezone the Land came before the Planning and Zoning Commission; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the Town has forwarded to the Town Council its recommendation regarding the adoption of the amendment to the Comprehensive Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before Town Council at which the Town Council considered, among other things, the character of the land and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the Town, and does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the Town Council has determined that there is a necessity and need for the change in zoning and that the proposed change is consistent with the Comprehensive Land Use Plan.

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

SECTION 1.
INCORPORATION OF PREMISES

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

SECTION 2.
FINDINGS

After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the Town Council has concluded that the adoption of this Ordinance is in the best interests of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

SECTION 3.
REZONING

The zoning ordinance of the Town of Hickory Creek, Texas, the same being the Town's Comprehensive Zoning Ordinance, is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed:

- A. The zoning on the Land, more particularly described in Exhibit "A", attached hereto and incorporated herein, is hereby designated PD (Planned Development) for use in accordance with the requirements of this Ordinance and all other applicable ordinances, rules, and regulations of the Town. Requirements of this Ordinance are more specifically described and set forth in Exhibits "B" and "C", which are attached hereto and incorporated herein for all purposes and shall apply to the "PD" Planned Development unless otherwise specified in such Exhibits.
 1. Concept Plan. A planned concept plan for the Land, and all parts thereof, is attached hereto as Exhibit "B", "Planned Concept" and incorporated herein as if copied in its entirety. Such Planned Concept shall be adhered to in carrying out the development of the land in accordance with this Ordinance, and compliance with each and every part of such plan shall constitute a condition precedent to the issuance of any building permit for the land in this Planned Development District.

2. Development Standards. The development standards for this Planned Development are attached hereto as Exhibit “C”, “Development Standards”, and are incorporated herein as if copied in their entirety. Such standards and regulations include, but are not limited to, building standards, parking requirements, landscape standards, sign standards, and lighting standards. Such Development Standards shall be adhered to in carrying out the development of the land in accordance with this Ordinance and shall individually and collectively constitute conditions precedent to the granting of any Certificate of Occupancy for all structures within this Planned Development.

SECTION 4.
APPLICABLE REGULATIONS

In all respects the Land shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town including but not limited to the Town’s subdivision ordinance, building codes, requirements concerning preliminary and final site plans, and landscape plans. It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as outlined by this Ordinance.

SECTION 5.
NO VESTED INTEREST

No developer or property owner shall acquire any vested interest in this Ordinance, the Planned Development District or in any other specific regulations contained herein. Any provision of this Ordinance may be repealed by the Town Council

SECTION 6.
ZONING MAP

The Town Secretary is hereby directed to mark and indicate on the official Zoning District Map of the Town the zoning change herein made.

SECTION 7.
CUMULATIVE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance.

SECTION 8.
SAVINGS

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

SECTION 9.
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 10.
PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

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

SECTION 11.
PUBLICATION

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

SECTION 12.
ENGROSSMENT AND ENROLLMENT

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

SECTION 13.
EFFECTIVE DATE.

This Ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this 29th day of March, 2021.

Lynn Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

Exhibit A
Legal Description

BEING a 24.31 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in the Denton County, Texas, and being part of a called 36.253 acre tract of land described as "Tract 1" and part of a called 3.2515 acre tract of land described as "Tract 2" in Executor's Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Instrument Number 2019-36351 of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at the southwest corner of a called 0.7892 acre tract of land described in deed to State of Texas, recorded in Instrument Number 2010-103394, O.P.R.D.C.T., on the west line of said 36.253 acre tract, the east line of a called 30 acre tract of land described in deed to Lennon II Family Limited Partnership, recorded in County Clerk's Number 96-0042656, O.P.R.D.C.T. and on the south right-of-way line of Swisher Road (also known as F.M. 2181, variable width right-of-way), from which a found "TXDOT" monument bears South degrees 53 minutes 18 seconds East, a distance of 0.39 of a foot;

THENCE South 01 degree 44 minutes 29 seconds East, with the west line of said 36.253 acre tract and the east line of said 30 acre tract, a distance of 482.07 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE over and across said 36.253 acre tract, the following bearings and distances:

South 89 degrees 23 minutes 35 seconds East, departing the west line of said 36.253 acre tract and the east line of said 30 acre tract, a distance of 365.86 feet to a 1/2-inch set iron rod with cap for corner;

North 00 degree 22 minutes 12 seconds West, a distance of 174.85 feet to a 1/2-inch set iron rod with cap for corner;

North 89 degrees 23 minutes 35 seconds East, a distance of 962.95 feet to a 1/2-inch set iron rod with cap for corner on the east line of said 36.253 acre tract and the west line of the remainder of a called 14.45 acre tract of land described in deed to W.J. Atkins, recorded in Volume 608, Page 564, of the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE South 00 degree 26 minutes 06 seconds East, with the east line of said 36.253 acre tract, a distance of 531.24 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 01 degree 15 minutes 44 seconds East, with the east line of said 36.253 acre tract, a distance of 199.72 feet to a 1/2-inch found iron rod with cap stamped "COLEMAN" for an "ell" corner of said 36.253 acre tract and the northeast corner of a called 1.209 acre tract of land described in deed to Lake Cities Municipal Utility Authority, recorded in Instrument Number 2015-120360, O.P.R.D.C.T.;

THENCE South 89 degrees 48 minutes 42 seconds West, with the south line of said 36.253 acre tract and the north line of said 1.209 acre tract, a distance of 239.94 feet to a set "X" cut for an "ell" corner of said 36.253 acre tract and the northwest corner of said 1.209 acre tract;

THENCE over and across said 36.253 acre tract, the following bearings and distances:

North 00 degree 11 minutes 18 seconds West, a distance of 184.61 feet to a 1/2-inch set iron rod with cap for corner;

North 90 degrees 00 minutes 00 seconds West, a distance of 250.00 feet to a 1/2-inch set iron rod with cap for corner;

South 00 degree 11 minutes 18 seconds East, passing at a distance of 426.85 feet to the south line of said 36.253 acre tract and the north line of said 3.2515 acre tract, and continuing over and across said 3.2515 acre tract, a distance of 486.85 feet to a 1/2-inch set iron rod with cap for corner on the south line of said 3.2515 acre tract and the north line of a called 38.8755 acre tract of land described in deed to KSW Holding Hickory Creek, LP, recorded in Instrument Number 2018-111193, O.P.R.D.C.T.;

THENCE with the south line of said 3.2515 acre tract and the north line of said 38.8755 acre tract, the following bearings and distances:

South 89 degrees 49 minutes 08 seconds West, a distance of 309.94 feet to a 1/2-inch found iron rod with cap stamped "RPLS 1890" for the point of curvature of a tangent circular curve to the right, having a radius of 460.00 feet whose chord bears North 71 degrees 50 minutes 16 seconds West, a distance of 289.53 feet;

Westerly, with said curve, through a central angle of 36 degrees 41 minutes 11 seconds, an arc distance of 294.54 feet to a 1/2-inch set iron rod with cap for the point of reverse curvature of a tangent circular curve to the left, having a radius of 400.00 feet whose chord bears North 72 degrees 27 minutes 49 seconds West, a distance of 260.05 feet;

Westerly, with said curve, through a central angle of 37 degrees 56 minutes 18 seconds, an arc distance of 264.86 feet to a 1/2-inch found iron rod with cap for corner;

South 88 degrees 34 minutes 02 seconds West, a distance of 1.31 feet to a 1/2-inch set iron rod with cap for the northwest corner of said 38.8755 acre tract and the northeast corner of Lot 8, Block F of Steeplechase North Addition Phase 1, an addition to the Town of Hickory Creek, Denton County, Texas, recorded in Instrument Number 2013-91, O.P.R.D.C.T.;

THENCE North 00 degrees 00 minutes 27 seconds West, departing the south line of said 3.2515 acre tract and over and across said 3.2515 acre tract, a distance of 30.00 feet to a found monument for the southeast corner of a called 3.086 acre tract of land described in deed to Town of Hickory Creek, recorded in Instrument Number 2018-39882, O.P.R.D.C.T.;

THENCE North 00 degrees 30 minutes 58 seconds West, with west line of said 3.2515 acre tract and the east line of said 3.086 acre tract, passing at a distance of 30.01 feet to the common southwest corner of said 36.253 acre tract and an "ell" corner of said 3.2515 acre tract, and continuing with the west line of said 36.253 acre tract and the east line of said 3.086 acre tract, passing at a distance of 100.01 feet to the northeast corner of said 3.086 acre tract and on the east line of a called 10 acre tract of land described in deed to Lennon II Family Limited Partnership, recorded in County Clerk's File Number 96-0042657, O.P.R.D.C.T., and continuing with the west line of said 36.253 acre tract and the east line of said 10 acre tract, for a total distance of 322.31 feet to a 1/2-inch set iron rod with cap for the northeast corner of said 10 acre tract and the southeast corner of a called 30 acre tract of land described in deed to Lennon II Family Limited Partnership, recorded in County Clerk's File Number 96-0042656, O.P.R.D.C.T.;

THENCE North 01 degree 44 minutes 29 seconds West, with west line of said 36.253 acre tract and the east line of said 30 acre tract, a distance of 325.26 feet to the POINT OF BEGINNING AND CONTAINING 24.31 acres (1,059,040 square feet) of land, more or less.

Exhibit B Concept Plan

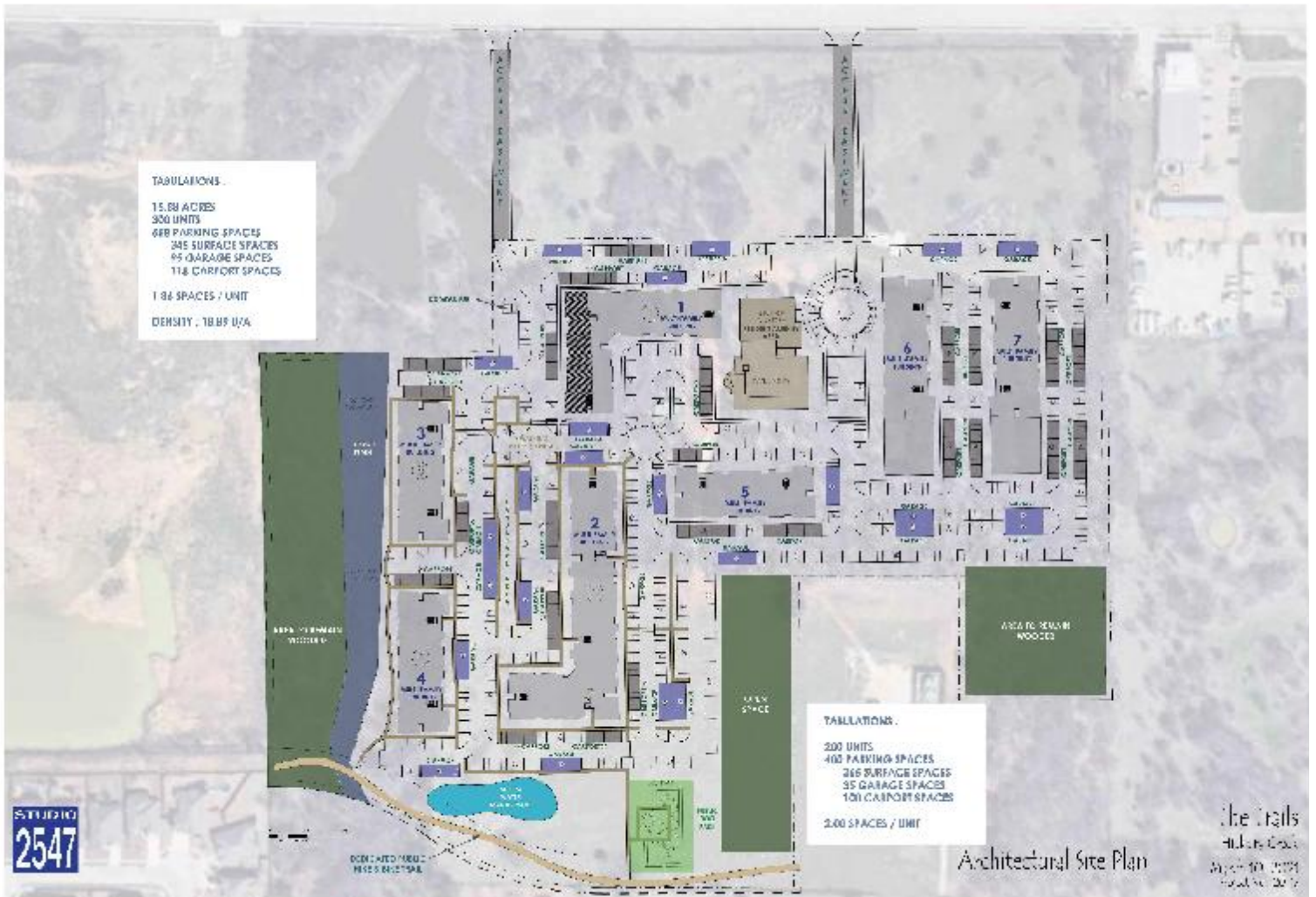


Exhibit C
Planned Development Standards

1. The base zoning applicable to the Property shall be MF-1 Apartment District. All the development and use standards applicable to that designation shall apply to the Property, unless specifically altered herein.
2. Each multifamily building over 3 stories must be serviced by an elevator.
3. Parking improvements shall be provided at the rate 1 parking space per bedroom.
4. All buildings constructed on the Property must not exceed 4 stories.
5. Entry to the Property shall be gated.
6. A perimeter fence must be installed around the portion of the Property upon which a building is constructed. Fences bordering non- residential properties must meet the town's sight barrier fence requirements for a C 2 district. Fences bordering residential, open space or any other uses, must meet 3.06.005 of the Town's Code of Ordinances, except the only allowed material shall be wrought iron.
7. A ten (10) foot interior landscape buffer is required along all boundary lines. In the event ten (10) feet adjacent to any boundary line remains undisturbed by development, this requirement shall not apply.
8. All disturbed, unpaved areas shall be fully sodded or covered with landscaping materials, such as ground cover. For clarity, this provision shall exclude natural areas undisturbed by development on the Property.
9. All planted landscape areas shall be irrigated by a fully automated irrigation system.
10. Garbage collection area shall be fully screened by solid masonry screening with a minimum of six (6) feet in height and designed with a gate constructed of durable material. A single location for garbage collection shall be permitted so long as the Property is served by a valet trash service.
11. Building façades shall be constructed of the following materials with a minimum of 80% coverage: stone (including manufactured veneers), brick, brick veneer, cementitious products, architectural metal panels or other similar building materials. No vinyl siding shall be used. Masonry is defined as brick, pre-cast concrete, stone, stucco (must be at least one inch thick installed over metal lathe), cementitious lap siding, or waterproof masonry painted concrete blocks.
12. The following shall be prohibited within the Project:
 - a. Open storage, with the exception of architecturally-treated covered storage for outdoor sporting equipment (e.g., kayaks and canoes); and
 - b. Parking of boats, campers, trailers, and other recreational vehicles, except and unless these are within enclosed garages.
13. Multi-family buildings and the common area facilities shall have flat roofs with parapets.

14. The following minimum bedroom unit densities shall apply to all multifamily buildings constructed on the Property:
- a. 60% single bedroom units
 - b. 25% two bedroom units
 - c. 5% three bedroom units
15. All multifamily structures will be a minimum of 300' from the well head and tanks located on the Property.



March 15, 2021
AVO 37638.200

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

**RE: Hickory Creek Multi-Family Preliminary Plat
1st Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received a Preliminary Plat application for Hickory Creek Multi-Family on February 1, 2021. The surveyor is Crowley Surveying. The developer is KJE Engineering.

Halff has reviewed the Preliminary Plat and offers the following comments.

1. Please include Owner information on the plat.
2. Please verify Town's preference for naming Blocks. Is the preference for alphabetic (Block A) naming or numerical (Block 1)?
3. Adjacent lots and property lines should be shown with dashed lines instead of solid.
4. Show Town Limits lines where applicable.
5. Does the Town have any interest in abandoning any right-of-way along southern border to match width on either end?
6. No setback lines are shown. Assuming MF-1 Apartment District zoning, according to Town ordinances, a 30-foot front, rear, and side yard setback is required.
7. A Preliminary Storm Water Management Plan was not submitted. Review and evaluation of drainage is necessary to ensure adequate flood control measures and easements are in place.
8. Please show the limits of the 100-year floodplain for the unnamed tributary on the western end of the property. This stream will require a drainage easement and erosion control setback meeting the requirements of the Engineering Design Manual.
9. Please show any existing utilities within or adjacent to the site.

Sincerely,

HALFF ASSOCIATES, INC.
TBPELS Engineering Firm No. 312

A handwritten signature in blue ink that reads "Lee Williams".

Lee Williams, PE
Town Engineer for the Town of Hickory Creek

C: Kristi Rogers – Town Secretary
John Smith – Town Administrator
Jeffrey McSpedden – Public Works Director

I (we), the undersigned, owner(s) of the land shown on this plat within the area described by metes and bounds as follows:
 All that certain 24,344 acre tract of land situated in the H.H. Swisher Survey, Abstract Number 1220, Denton County, Texas and being part of "Tract 1" and part of "Tract 2" as described in an Executor's Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Document Number 2019-36351 of the Official Public Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rebar with cap stamped "RPLS 6484" set for a west corner in said "Tract 1", in the east line of a called 30 acre tract described in a Warranty Deed to Lennon II Family Limited Partnership, recorded in Document Number 99-042650 of said Official Public Records, from which a TxDOT aluminum disk found for the northwest corner of said "Tract 1" and in the south right-of-way line of Swisher Road (FM2181), a variable width right-of-way bears North 01°23'13" West, a distance of 482.07 feet;

THENCE over and across said "Tract 1" the following courses and distances:

North 89°23'49" East, a distance of 368.57 feet to a 1/2 inch iron rebar with cap stamped "Half" found for corner;

North 00°19'46" West, a distance of 174.73 feet to a 1/2 inch iron rebar with cap stamped "Half" found for corner;

North 89°23'28" East, a distance of 962.73 feet to a 1/2 inch iron rebar with cap stamped "Half" found for corner in the east line of said "Tract 1" and the west line of the remainder of a called 14.45 acre tract of land described in a Warranty Deed to V.L., Alexis, recorded in Volume 808, Page 654 of the Deed Records of said county, from which a TxDOT aluminum disk found for the northeast corner of said "Tract 1" bears North 00°27'04" West, a distance of 300.27 feet;

THENCE South 00°27'13" East, with said east line of "Tract 1" and said west line of the remainder of the 14.45 acre tract, passing at a distance of 162.34 feet, the southwest corner of the remainder of said 14.45 acre tract and the northwest corner of the Alloway at Hickory Creek, an addition to the Town of Hickory Creek, recorded in Document Number 2020-076 of the Plat Records of said County, continuing with said east line of "Tract 1" and the west line of said addition, in all a total distance of 531.29 feet to a 3 inch aluminum disk stamped "Survey Marker" found for corner;

THENCE South 01°15'37" East, continuing with said east line of "Tract 1" and the west line of said addition, a distance of 198.52 feet to a 1/2 inch iron rebar with cap stamped "Coleman RPLS 4001" found for the northeast corner of a called 1,209 acre tract of land described in a Warranty Deed to Lake Cities Municipal Utility Authority, recorded in Document Number 2015-120350 of said Official Public Records;

THENCE South 89°49'00" West, with the north line of said 1,209 acre tract, a distance of 239.94 feet to a 1/2 inch iron rebar with cap stamped "Coleman RPLS 4001" found for the northwest corner of said 1,209 acre tract;

THENCE over and across said "Tract 1" the following courses and distances:

North 00°11'00" West, passing at a distance of 76.69 feet, a 1/2 inch iron rebar with cap stamped "Half" found for corner;

South 89°59'38" West, a distance of 250.12 feet to a 1/2 inch iron rebar with cap stamped "Half" found for corner;

South 00°11'40" East, passing at a distance of 426.97 feet to the south line of said "Tract 1" and the north line of said "Tract 2";

in all a total distance of 480.00 feet to a 1/2 inch iron rebar with cap stamped "Half" found for corner in the south line of said "Tract 2" and in the north line of a called 38,875 acre tract described in a Warranty Deed to KSW Holding Hickory Creek, LP, recorded in Document Number 2019-111193 of said Official Public Records;

THENCE with the south line of said "Tract 2" and said north line of the 38,875 acre tract, the following courses and distances:

South 89°49'15" West, a distance of 306.87 feet to a 5/8 inch iron rebar with cap stamped "RPLS 1890" found for the beginning of a tangent curve to the right, concave northeasterly, with a radius of 459.59 feet and a chord which bears North 71°50'09" West, a distance of 288.53 feet;

With said curve to the right, through a central angle of 36°41'12" and an arc distance of 284.53 feet to a 1/2 inch iron rebar with cap stamped "Half" found for the beginning of a tangent reverse curve to the left, concave southwesterly, with a radius of 400.00 feet and a chord which bears North 72°25'58" West, a distance of 259.89 feet;

With said curve to the left, through a central angle of 37°54'50" and an arc distance of 264.69 feet to a 1/2 inch iron rebar with cap stamped "Half" found for a point of tangency;

South 88°34'57" West, a distance of 1,16 feet to a 1/2 inch iron rebar with cap stamped "RPLS 6484" set for the southwest corner of said "Tract 2", the northwest corner of said 38,875 acre tract, the northeast corner of Sleepchase North Addition, Phase I, an addition to the Town of Hickory Creek, recorded in Document Number 2019-91 of the Plat Records of said county and the southeast corner of a called 0.9123 acre right-of-way to the Town of Hickory Creek, recorded in Document Number 2020-07275 of said Official Public Records;

THENCE North 00°16'05" West, with the west line of said "Tract 2" and the east line of said 0.9123 acre tract, passing at a distance of 20.86 feet, a 3 inch aluminum disk found for the northeast corner of said 0.9123 acre tract and the southeast corner of a called 3,086 acre right-of-way to the Town of Hickory Creek, recorded in Document Number 2018-039682 of said Official Public Records, continuing with said west line of "Tract 2" and the east line of said 3,086 acre tract, in all a total distance of 60.00 feet to a 1/2 inch iron rebar with cap stamped "Half" found for the northwest corner of said "Tract 2" and the southwest corner of said "Tract 1";

THENCE North 01°27'53" West, with the west line of said "Tract 1" and the east line of said 3,086 acre tract, passing at a distance of 69.51 feet, a 1/2 inch iron rebar with cap stamped "Half" found for the northeast corner of said 3,086 acre tract and the southeast corner of the remainder of a called 10.14 acre tract described in a Warranty Deed to Lennon II Family Limited Partnership, recorded in Document Number 99-042657 of said Official Public Records, continuing with said west line of "Tract 1" and the east line of the remainder of said 10.14 acre tract, in all a total distance of 270.50 feet to a 1/2 inch iron rebar with cap stamped "RPLS 6484" set for the northeast corner of the remainder of said 10.14 acre tract and the southeast corner of said 30 acre tract;

THENCE North 01°23'13" West, with said west line of "Tract 1" and said east line of the 30 acre tract, a distance of 346.93 feet to the **POINT OF BEGINNING** and containing 24,344 acres (1,050,441 square feet) of land.

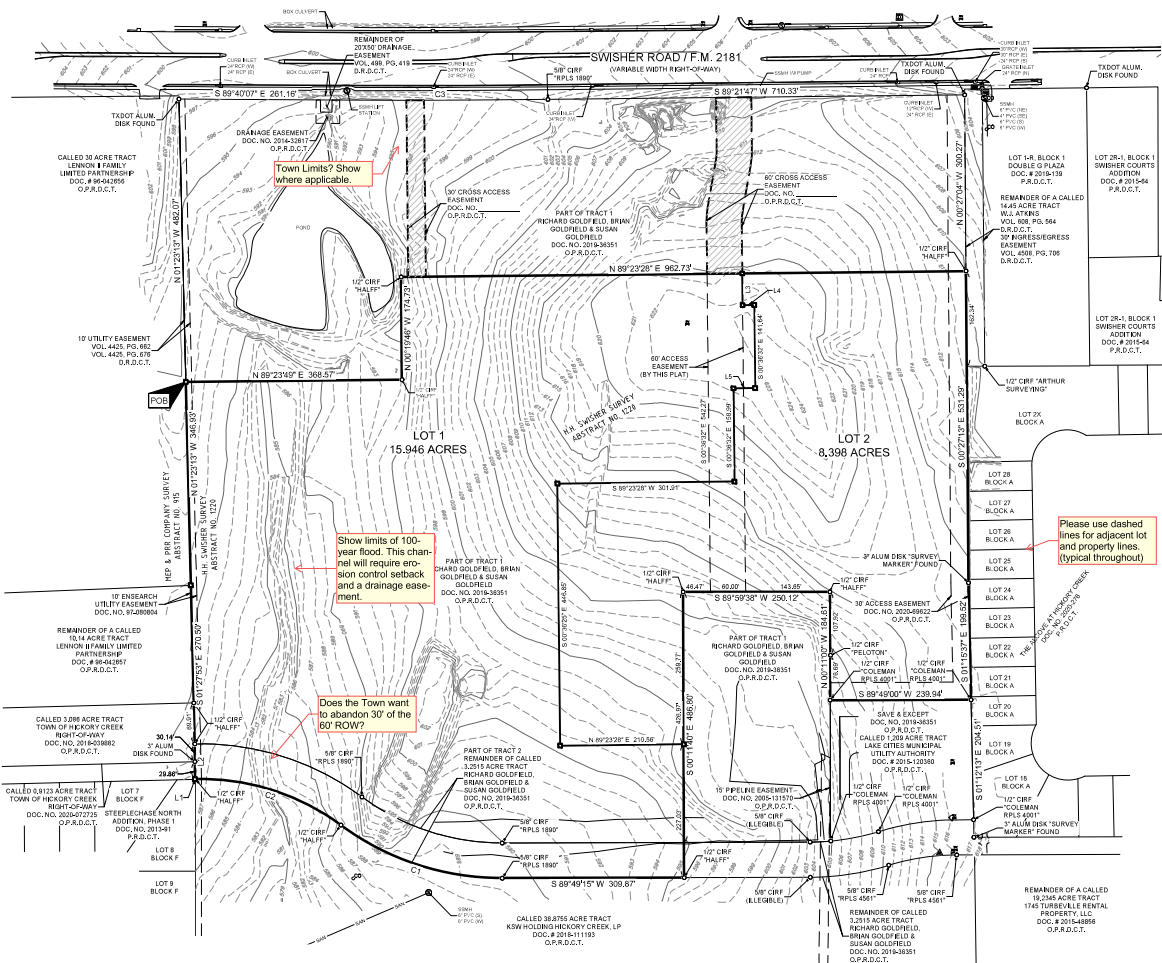
Owner _____ Date _____

STATE OF TEXAS §
 COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to be 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 considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 2021.

NOTARY PUBLIC: _____ County, Texas



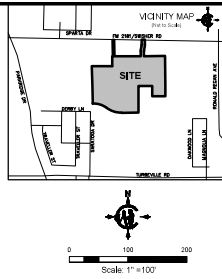
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	368°45'78"	1.16'
L2	N00°06'09" W	60.00'
L3	S00°06'32" E	54.07'
L4	N89°23'28" E	20.00'
L5	S89°23'28" W	37.00'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	294.53'	459.59'	36°41'12"	N71°50'09" W	288.53'
C2	264.69'	400.00'	37°54'50"	N72°25'58" W	259.89'
C3	347.78'	2298.31'	0°56'00"	N89°23'28" E	347.78'

STATE OF TEXAS §
 COUNTY OF DENTON §
 CERTIFICATE OF SURVEYOR

I, Anthony Ray Crowley, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Anthony Ray Crowley _____ Date _____
 Registered Professional Land Surveyor No. 6484



- LEGEND**
- REF = IRON REBAR FOUND (AS NOTED)
 - CRFB = IRON REBAR W/ CAP FOUND (AS NOTED)
 - CS = IRON REBAR W/ ALUMINUM CAP STAMPED "RPLS 6484" SET (OR AS NOTED)
 - D.R.C.T. = DEED RECORDS DENTON COUNTY, TEXAS
 - O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
 - P.L.R.C.D.C.T. = PLAT RECORDS DENTON COUNTY, TEXAS
 - = PROPERTY LINE
 - - - = EASEMENT LINE
 - = WATER METER
 - = SANITARY SEWER LINE
 - = WATER VALVE
 - = FIRE HYDRANT
 - = GRATE BULLET
 - = SANITARY SEWER MANHOLE
 - = CLEANOUT
 - = STORM SEWER MANHOLE

- SURVEYOR'S NOTES**
- Bearings and distances are based on the U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4302).
 - The subject property lies within Zone A of the Flood Insurance Risk Map for Commercial and Non-Residential Structures bearing an effective date of June 18, 2020 and is not in a special flood hazard area. No field survey was performed to determine this Zone. Zone "X" denotes areas determined to be outside the 0.2% annual flood recurrence.

RECOMMENDED FOR APPROVAL:

Chairman, Planning and Zoning Commission _____ Date _____
 Town of Hickory Creek, Texas

APPROVED FOR PREPARATION OF FINAL PLAT:

Mayor _____ Date _____
 Town of Hickory Creek, Texas

PRELIMINARY PLAT
HICKORY CREEK MULTI-FAMILY
LOT 1 AND LOT 2, BLOCK 1
24,344 ACRES
H.H. SWISHER SURVEY, ABSTRACT NO. 1220
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS

Date: November 2020	Drawn: LJS	Checked: ARC	Scale: 1"=100'	Sheet: 1 of 1
Owner info?	Developer: KJE Engineering 500 Moseley Road Cross Roads, TX 76227 (840) 357-4955 www.kje-us.com	Surveyor: ANTHONY RAY CROWLEY R.P.L.S. NO. 6484 CROWLEY SURVEYING FRN 10194203 1121 DALLAS DR., STE. 6 DENTON, TX 76205 (469) 850-CPLS(9737) acrowley@cmwsurveying.com		

I (we), the undersigned, owner(s) of the land shown on this plat within the area described by metes and bounds as follows:
 All that certain 24.344 acre tract of land situated in the H.H. Swisher Survey, Abstract Number 1220, Denton County, Texas and being part of "Tract 1" and part of "Tract 2" as described in an Executor's Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Document Number 2019-36351 of the Official Public Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rebar with cap stamped "RPLS 6484" set for a west corner in said "Tract 1", in the east line of a called 30 acre tract described in a Warranty Deed to Lennon II Family Limited Partnership, recorded in Document Number 96-042656 of said Official Public Records, from which a TXDOT aluminum disk found for the northwest corner of said "Tract 1" and in the south right-of-way line of Swisher Road (FM2181), a variable width right-of-way bears North 01°23'13" West, a distance of 482.07 feet;

THENCE over and across said "Tract 1" the following courses and distances:
 North 89°23'49" East, a distance of 368.57 feet to a 1/2 inch iron rebar with cap stamped "Half" found for corner;
 North 00°19'46" East, a distance of 174.73 feet to a 1/2 inch iron rebar with cap stamped "Half" found for corner;
 North 89°23'28" East, a distance of 962.73 feet to a 1/2 inch iron rebar with cap stamped "Half" found for corner in the east line of said "Tract 1" and the west line of the remainder of a called 14.45 acre tract of land described in a Warranty Deed to W.J. Albin, recorded in Volume 608, Page 554 of the Deed Records of said county, from which a TXDOT aluminum disk found for the northeast corner of said "Tract 1" bears North 00°27'04" West, a distance of 300.27 feet;

THENCE South 00°27'13" East, with said east line of "Tract 1" and said west line of the remainder of the 14.45 acre tract, passing at a distance of 162.34 feet, the southwest corner of the remainder of said 14.45 acre tract and the northwest corner of the Alocove at Hickory Creek, an addition to the Town of Hickory Creek, recorded in Document Number 2020-276 of the Plat Records of said County, continuing with said east line of "Tract 1" and the west line of said addition, in all a total distance of 531.29 feet to a 3 inch aluminum disk stamped "Survey Marker" found for corner;

THENCE South 01°15'37" East, continuing with said east line of "Tract 1" and the west line of said addition, a distance of 199.52 feet to a 1/2 inch iron rebar with cap stamped "Coleman RPLS 4001" found for the northeast corner of a called 1.209 acre tract of land described in a Warranty Deed to Lake Cities Municipal Utility Authority, recorded in Document Number 2015-103603 of said Official Public Records;

THENCE South 89°49'00" West, with the north line of said 1.209 acre tract, a distance of 239.94 feet to a 1/2 inch iron rebar with cap stamped "Coleman RPLS 4001" found for the northwest corner of said 1.209 acre tract;

THENCE over and across said "Tract 1" the following courses and distances:
 North 00°11'00" West, passing at a distance of 76.69 feet, a 1/2 inch iron rebar with cap stamped "Half" found for corner; in all a total distance of 184.61 feet to a 1/2 inch iron rebar with cap stamped "Half" found for corner;
 South 89°59'38" West, a distance of 250.12 feet to a 1/2 inch iron rebar with cap stamped "Half" found for corner;
 South 00°11'40" East, passing at a distance of 426.97 feet to the south line of said "Tract 1" and the north line of said "Tract 2", in all a total distance of 486.06 feet to a 1/2 inch iron rebar with cap stamped "Half" found for corner in the south line of said "Tract 2" and in the north line of a called 38.8755 acre tract described in a Warranty Deed to KSW Holding Hickory Creek, LP, recorded in Document Number 2018-111193 of said Official Public Records;

THENCE with the south line of said "Tract 2" and said north line of the 38.8755 acre tract, the following courses and distances:
 South 89°49'15" West, a distance of 309.87 feet to a 5/8 inch iron rebar with cap stamped "RPLS 1890" found for the beginning of a tangent curve to the right, concave northeasterly, with a radius of 459.96 feet and a chord which bears North 71°50'09" West, a distance of 289.53 feet;

With said curve to the right, through a central angle of 36°41'12" and an arc distance of 294.53 feet to a 1/2 inch iron rebar with cap stamped "Half" found for the beginning of a tangent reverse curve to the left, concave southwesterly, with a radius of 400.00 feet and a chord which bears North 72°26'58" West, a distance of 259.89 feet;

With said curve to the left, through a central angle of 37°54'50" and an arc distance of 264.69 feet to a 1/2 inch iron rebar with cap stamped "Half" found for a point of tangency;

South 89°34'57" West, a distance of 1.16 feet to a 1/2 inch iron rebar with cap stamped "RPLS 6484" set for the southwest corner of said "Tract 2", the northwest corner of said 38.8755 acre tract, the northeast corner of Steepchase North Addition, Phase I, an addition to the Town of Hickory Creek, recorded in Document Number 2013-911 of the Plat Records of said county and the southeast corner of a called 0.9123 acre tract of land in the Town of Hickory Creek, recorded in Document Number 2020-072725 of said Official Public Records;

THENCE North 00°16'05" West, with the west line of said "Tract 2" and the east line of said 0.9123 acre tract, passing at a distance of 29.86 feet, a 3/4 inch aluminum disk found for the northeast corner of said 0.9123 acre tract and the southeast corner of a called 3.086 acre right-of-way to the Town of Hickory Creek, recorded in Document Number 2018-039882 of said Official Public Records, continuing with said west line of "Tract 2" and the east line of said 3.086 acre tract, in all a total distance of 60.00 feet to a 1/2 inch iron rebar with cap stamped "Half" found for the northwest corner of said "Tract 2" and the southwest corner of said "Tract 1";

THENCE North 01°27'53" West, with the west line of said "Tract 1" and the east line of said 3.086 acre tract, passing at a distance of 69.91 feet, a 1/2 inch iron rebar with cap stamped "Half" found for the northeast corner of said 3.086 acre tract and the southeast corner of the remainder of a called 10.14 acre tract described in a Warranty Deed to Lennon II Family Limited Partnership, recorded in Document Number 96-042657 of said Official Public Records, continuing with said west line of "Tract 1" and the east line of the remainder of said 10.14 acre tract, in all a total distance of 270.50 feet to a 1/2 inch iron rebar with cap stamped "RPLS 6484" set for the northeast corner of the remainder of said 10.14 acre tract and the southeast corner of said 30 acre tract;

THENCE North 01°23'13" West, with said west line of "Tract 1" and said east line of the 30 acre tract, a distance of 346.93 feet to the **POINT OF BEGINNING** and containing 24.344 acres (1,060,441 square feet) of land.

Owner _____ Date _____

STATE OF TEXAS §
 COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to be 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 considerations therein stated.

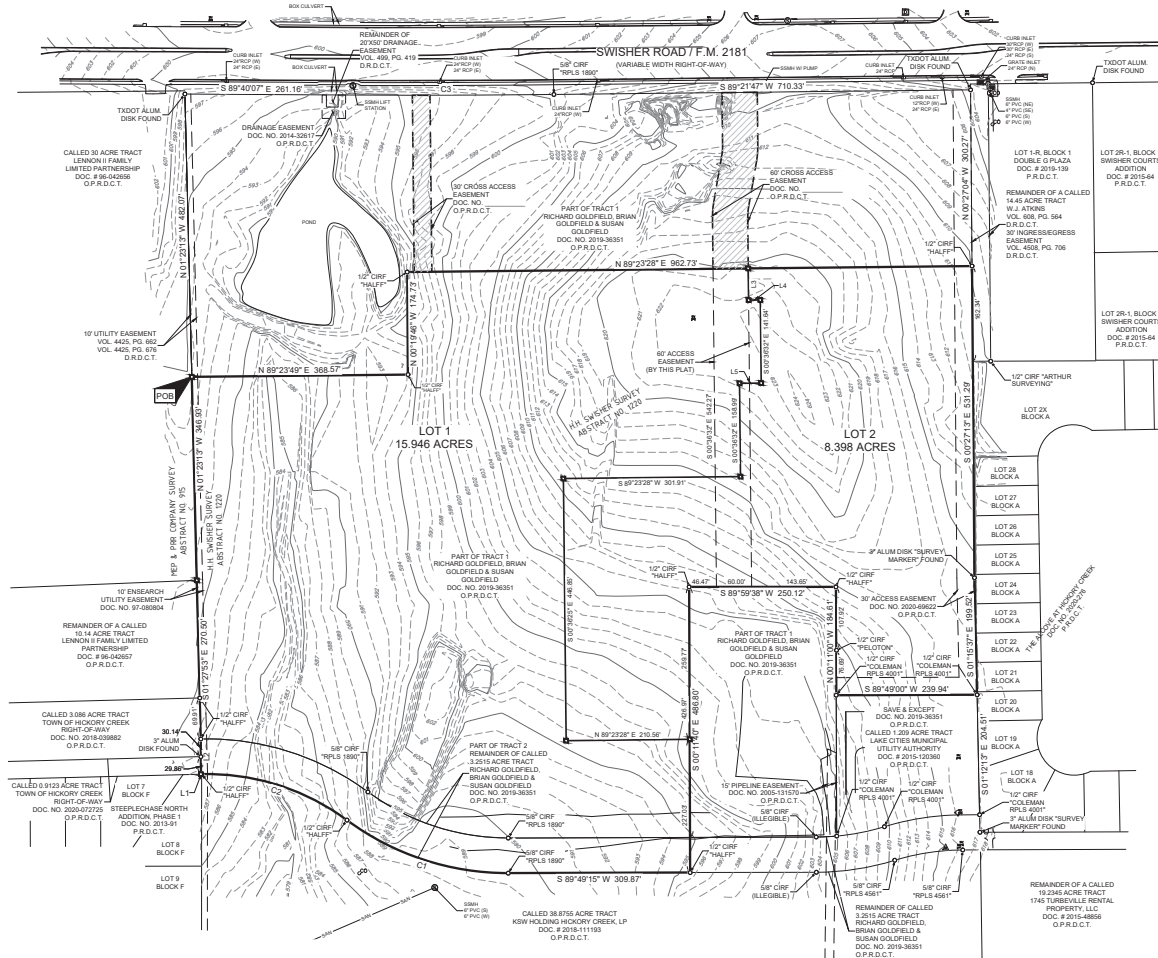
Given under my hand and seal of office this _____ day of _____, 2021.

NOTARY PUBLIC _____
 County, Texas

STATE OF TEXAS §
 COUNTY OF DENTON §
 CERTIFICATE OF SURVEYOR

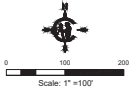
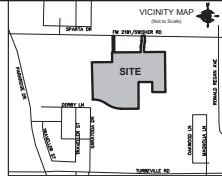
That I, Anthony Ray Crowley, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Anthony Ray Crowley _____ Date _____
 Registered Professional Land Surveyor No. 6484



LINE #	BEARING	DISTANCE
L1	368°54'57"W	1.16'
L2	N00°16'05"W	60.00'
L3	S00°36'52"E	54.00'
L4	N89°23'28"E	20.00'
L5	S89°23'28"W	37.00'

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	294.53'	459.96'	36°41'12"	N71°50'09"W	289.53'
C2	264.69'	400.00'	37°54'50"	N72°26'58"W	259.89'
C3	367.78'	22986.31'	0°50'09"	N89°52'23"E	367.78'



- LEGEND**
- IRF = IRON REBAR FOUND (AS NOTED)
 - CRB = 1/2" IRON REBAR W/ CAP FOUND (AS NOTED)
 - D.R.D.C.T. = DEED RECORDS DENTON COUNTY, TEXAS
 - O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
 - P.R.D.C.T. = PLAT RECORDS DENTON COUNTY, TEXAS
 - PROPERTY LINE
 - EASEMENT LINE
 - SANITARY SEWER LINE
 - WATER METER
 - WATER VALVE
 - FIRE HYDRANT
 - GRATE INLET
 - SANITARY SEWER MANHOLE
 - CLEANOUT
 - STORM SEWER MANHOLE

- SURVEYOR'S NOTES**
- Bearings and distances are based on the U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4302).
 - The subject property lies within Zone X of the Flood Insurance Rate Map for Community Panel of Map Number 4302020304 bearing an effective date of June 19, 2020 and is not in a special flood hazard area. No field survey was performed to determine the Zone. Zone "X" denotes areas determined to be outside the 0.2% annual chance floodplain.

RECOMMENDED FOR APPROVAL:
 Chairman, Planning and Zoning Commission _____ Date _____
 Town of Hickory Creek, Texas

APPROVED FOR PREPARATION OF FINAL PLAT:
 Mayor _____ Date _____
 Town of Hickory Creek, Texas

PRELIMINARY PLAT
HICKORY CREEK MULTI-FAMILY
LOT 1 AND LOT 2, BLOCK 1
24.344 ACRES
H.H. SWISHER SURVEY, ABSTRACT NO. 1220
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS

Date: November 2020 | Drawn: L.J.G. | Checked: ARC | Scale: 1"=100' | Sheet: 1 of 1

Owner: _____ Developer: ANTHONY RAY CROWLEY
 R.P.L.S. NO. 6484
 KJE Engineering 500 Moseley Road
 Cross Roads, TX 76227
 (840) 387-0805 www.kje-us.com

ANTHONY RAY CROWLEY
 R.P.L.S. NO. 6484
 CROWLEY SURVEYING
 FRN 10194203
 1121 DALLAS DR., STE. 6
 DENTON, TX 76205
 (469) 850-CPLS(2757)
 acrowley@crowleysurveying.com



March 11, 2021
AVO 37638.200

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

**RE: Country Oak Estates Addition – Minor Replat, Lots 6A, 6C & 6D, Block A
2nd Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received an application for a Minor Replat of Lots 6A, 6C & 6D of Block A of the Country Oaks Estates Addition on February 26, 2021. A response and revised plat were submitted on March 11, 2021. The purpose of the replat is to create three lots from one previously platted lot. The surveyor is KAZ Surveying, Inc., and the owner is Randy R. Wahl.

Halff reviewed the Minor Replat and offers the following comments.

1. Please correct the year of approval in the approval block.
2nd Review: Addressed.
2. Include the month and year of the replat in the title block.
2nd Review: Addressed.
3. Include “Block A” in the title block to specify the lots being replatted.
2nd Review: Addressed.
4. Add any missing abbreviations, patterns, or line styles in the legend as necessary, namely “E.E.”, “U.E.”, and the hatch pattern.
2nd Review: Addressed.
5. Per Article VIII, Section 4.3 of Town ordinance, “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.” Lots 6C and 6D do not meet this requirement and are not located in a Planned Development District. These two lots have no street frontage and are accessible only by access easement.
2nd Review: Halff Associates has reviewed the plat for conformity to existing ordinances and engineering design guidelines as adopted by the Town Council. Lots 6C and 6D do not meet the requirements of the ordinance. The ordinance places the decision to provide an exception on the P&Z Commission and Council through use of a Planned Development District.
6. Per the Town’s Engineering Design Manual, easements across lots on rear or side lot lines shall be at least 15 feet. There are several utility easements less than 15 feet wide adjacent to lot lines. (See markup.)
2nd Review: The owner’s response indicates all easements are intended to be private, but the plat does not make that clear. If all easements are private, please label in the legend as such. It should be noted that easements serving more than one property should be public. In any case,

however, if the width of the proposed easements is satisfactory to the individual utility agencies that would have facilities located in them, they can be less than 15 feet as shown in the plat.

7. Please label all easements that are adjacent to the boundary. (See markup.)
2nd Review: Addressed.
8. Is there an easement east of the drainage easement on the adjacent lot south of the subject property? If so, label the easement. If it is a building line, please remove.
9. 2nd Review: Addressed.
10. Do the two easements labeled E.E. extend east? (See markup.)
2nd Review: Addressed.
11. Does the utility easement on the north end of Lot 6D extend north? (See markup.)
2nd Review: Addressed.
12. In the detail:
 - a. What is the block in the northwest corner of Lot 6A? (See markup.)
 - b. What is the 10.0' label defining? (See markup.)
 - c. What is the area defined as 7.0' wide? Is it a utility easement? (See markup.)
 - d. What is the dashed line near the northern end? (See markup.)2nd Review: Addressed.
13. What is the dashed line in Lot 6A? (See markup.) If it is to separate the Homestead from the remainder of the lot, what is the purpose?
2nd Review: Addressed.
14. Per SF-3 zoning, the minimum width of the lot at the building line shall be 80 feet. Lot 6C measures approximately 53 feet at the building line. (See markup.)
2nd Review: Assuming the lot is facing east (since the access drive is on that side and there is no street), the front of the lot is approximately 65 feet wide at the building line as shown on the revised plat.
15. What do the hatch patterns represent? (See markup.)
2nd Review: Addressed.
16. Please check the 15-foot building line on Lot 6A. (See markup.)
2nd Review: Addressed.
17. For single family homes, there should be a fire hydrant within 500 feet of the structure. Lot 6D will be located more than 500 feet from the hydrant located at the end of Noble Oak Court, and hose lay length appears to be more than 600 feet. Will there be a fire hydrant located to serve Lot 6D? It is recommended the fire department review the plat for access to proposed lots.
2nd Review: No further comment.



Ms. Chris Chaudoir
Town of Hickory Creek
March 11, 2021
Page 3

Sincerely,

HALFF ASSOCIATES, INC.
TBPELS Engineering Firm No. 312

A handwritten signature in blue ink that reads "Lee Williams".

Lee Williams, PE
Town Engineer for the Town of Hickory Creek

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



LAKE CITIES FIRE DEPARTMENT



Proudly serving Hickory Creek, Shady Shores, Lake Dallas and Corinth

David Rodriguez
Assistant Fire Marshal

**Nobel Oak Court
Hickory Creek, TX 75065**

Site Review

2018 IFC and Amendments

Fire Hydrants

1. **Amendment Chapter 5- 507.5.1 Where required.** Where a portion of the facility or building hereafter constructed or moved in or within the jurisdiction is more than 300 feet from a fire hydrant on a fire apparatus access road, as measured in an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the Fire Marshal. A minimum of one fire hydrant shall be located within 100ft of the fire department connection and on the same side of the roadway as the facility or building. **As properties develop, fire hydrants shall be located at all intersecting streets and at the minimum spacing indicated in table 507.5.1.** There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed in Table 507.5.1

2. **Table 507.5.1**

OCCUPANCY	SPRINKLERED	NOT SPRINKLERED
Residential (1 & 2 Family)	500 feet	500 feet
Residential (Multi Family)	400 feet	300 feet
All Other	500 feet	300 feet

3. **Amendment 503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

4. **Amendment 503.2.3 Surface.** Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

5. **Chapter 5- 503.2.5 Dead Ends.** Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.

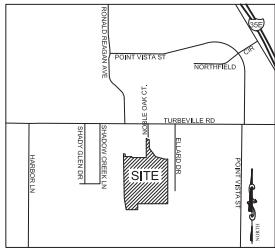
IFC Chapter 2 definitions for

Fire Apparatus Access Road- A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane and access roadway.

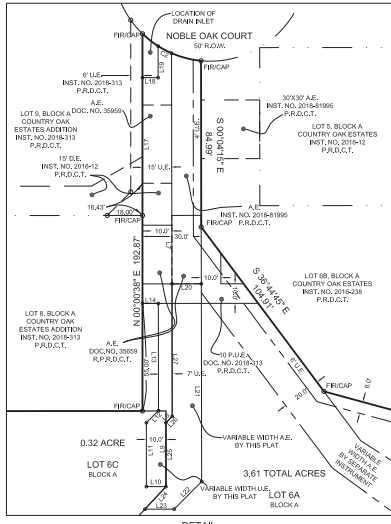
Building- Any structure utilized or intended for supporting or sheltering any occupancy.

A handwritten signature in black ink, appearing to read 'David Rodriguez', written over a horizontal line.

David Rodriguez
Assistant Fire Marshal
Lake Cities Fire Department



- GENERAL NOTES:**
- ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.
 - FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE TOWN OF HICKORY CREEK, COMMUNITY NUMBER 481150 EFFECTIVE DATE 4/4/2011 AND THAT MAP INDICATES AS SCALED THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOOD (500-YEAR) AS SHOWN ON PANEL 535 G OF SAND MAP.
 - THE PURPOSE OF THIS REPLAT IS TO CREATE 3 LOTS FROM 1 PREVIOUSLY PLATTED LOT.
 - NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND/OR WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 - BERNINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.

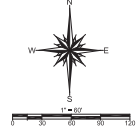
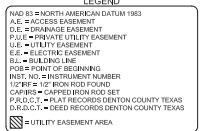


LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88° 35' 42" E	16.52'
L2	S 01° 02' 40" E	27.77'
L3	EAST	65.68'
L4	S 05° 54' 01" E	10.22'
L5	N 88° 35' 42" E	30.07'
L6	S 00° 03' 00" E	60.00'
L7	S 00° 05' 56" E	185.70'
L8	S 45° 00' 00" W	4.52'
L9	S 00° 01' 19" W	32.69'
L10	N 89° 38' 41" W	30.07'
L11	N 00° 01' 12" E	32.69'
L12	N 45° 00' 00" E	8.76'
L13	N 00° 35' 58" W	54.89'
L14	S 89° 57' 04" W	3.00'
L17	N 00° 00' 38" E	115.43'
L18	S 89° 59' 22" E	8.00'
L19	N 00° 00' 19" E	68.30'
L20	N 89° 56' 36" E	15.07'
L21	S 00° 05' 56" E	101.14'
L22	S 45° 00' 00" W	19.89'
L23	WEST	14.52'
L24	N 42° 38' 22" E	15.72'
L25	N 00° 01' 19" E	32.69'
L26	N 45° 00' 00" E	4.52'
L27	N 00° 09' 39" W	67.81'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	33.56'	32.93'	S 65° 12' 38" E	38° 27' 05.97"
C2	50.00'	7.76'	7.75'	S 62° 06' 23" E	8° 53' 28"



SURVEYOR:
KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TEXAS 76205
PHONE: (840) 382-3446
TPI'S # FIRM # 100002100

OWNER:
RANDY R. WAHL
1688 TURBEVILLE ROAD
HICKORY CREEK, TX 75665
PHONE: (817) 781-9797

OWNER'S CERTIFICATION

**STATE OF TEXAS
DENTON COUNTY**

WHEREAS, RANDY R. WAHL, is the owner of all that certain lot, tract or parcel of land lying and being situated in the Town of Hickory Creek, Denton County, Texas and being all of Lot 6A, Country Oak Estates Addition, an addition to the Town of Hickory Creek, Denton County, Texas, according to the plat recorded in Instrument 2018-313, Plat Records, Denton County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a capped iron rod found at the most Easterly Northeast corner of Lot 9, of said Block A, and also being in the South line of Noble Oak Court;

THENCE along said South line and along a curve to the left whose long chord bears, South 65 degrees 12 minutes 38 seconds East, 32.93 feet and whose radius is 50.00 feet and an arc length of 33.56 feet to a capped iron rod found at the most Northerly Northeast corner of said Lot 6A;

THENCE South 00 degrees 04 minutes 15 seconds East, 84.99 feet to a capped iron rod found;

THENCE South 36 degrees 44 minutes 49 seconds East, 104.91 feet to a capped iron rod found;

THENCE South 74 degrees 47 minutes 59 seconds East, 94.96 feet to a capped iron rod found;

THENCE North 89 degrees 58 minutes 38 seconds East, 300.02 feet to a capped iron rod found at the most Easterly Northeast corner of said Lot 6A and also being the Southeast corner of Lot 6B, of said Country Oak Estates Revised;

THENCE South 00 degrees 03 minutes 11 seconds East, 446.12 feet to a capped iron rod found from found;

THENCE South 89 degrees 58 minutes 13 seconds East, 300.01 feet to a capped iron rod found;

THENCE South 00 degrees 03 minutes 06 seconds East, 60.00 feet to a capped iron rod found;

THENCE North 89 degrees 58 minutes 13 seconds East, 115.52 feet to a capped iron rod found at the Southwest corner of said Lot 6A;

THENCE North 09 degrees 29 minutes 53 seconds West, 116.43 feet to a capped iron rod found;

THENCE North 01 degrees 02 minutes 02 seconds West, 443.79 feet to a capped iron rod found;

THENCE North 89 degrees 55 minutes 42 seconds East, 163.22 feet to a capped iron rod found;

THENCE South 01 degree 02 minutes 49 seconds East, 27.77 feet to a capped iron rod set stamped "KAZ" at the Southwest corner of Lot 6, of said Block A;

THENCE East, 65.68 feet to a capped iron rod set stamped "KAZ";

THENCE South 05 degrees 54 minutes 01 second East, 10.05 feet to a capped iron rod found;

THENCE North 89 degrees 56 minutes 56 seconds East, 144.20 feet to a capped iron rod found;

THENCE North 00 degrees 00 minutes 38 seconds East, passing a capped iron rod found, at 100.00 feet, continuing for a total distance of 192.87 feet to the POINT OF BEGINNING and containing 5.01 acres of land, more or less.

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS,

THAT RANDY R. WAHL, DOES HEREBY ADOPT THIS REPLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS LOT 6A, 6C, & 6D, BLOCK A, COUNTRY OAK ESTATES ADDITION OF THE REPLAT OF LOT 6A, BLOCK A, COUNTRY OAK ESTATES ADDITION, AN ADDITION IN THE TOWN OF HICKORY CREEK, TEXAS AND DO HEREBY DEDICATE TO PUBLIC USE FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

RANDY R. WAHL _____ DATE _____

**STATE OF TEXAS
COUNTY OF DENTON**

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED RANDY R. WAHL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
DENTON COUNTY

CERTIFICATE OF SURVEY

**STATE OF TEXAS
COUNTY OF DENTON**

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS.

Kenneth A. Zollinger, R.L.S., # 5312 _____ DATE _____

**STATE OF TEXAS
COUNTY OF DENTON**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Kenneth A. Zollinger, 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES _____

RECOMMENDED FOR APPROVAL

CHAIRPERSON, PLANNING AND ZONING COMMISSION _____ DATE _____

TOWN OF HICKORY CREEK, TEXAS

APPROVED FOR PREPARATION OF FINAL REPLAT

MAYOR, TOWN OF HICKORY CREEK, TEXAS _____ DATE _____

THE UNDERSIGNED, THE TOWN SECRETARY OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING REPLAT OF THE COUNTRY OAK ESTATES ADDITION TO THE TOWN OF HICKORY CREEK WAS SUBMITTED TO THE TOWN COUNCIL, ON THE _____ DAY OF _____, 2021, AND THE COUNCIL, BY FORMAL ACTION, THEN AND THERE ACCEPTED THE DEDICATION OF STREETS, ALLEYS, PARKS, EASEMENTS, PUBLIC PLACES, AND WATER AND SEWER LINES, AS SHOWN AND SET FORTH IN THE UPON SAID PLAT AND SAID COUNCIL FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS/HER NAME AS HEREINABOVE SUBSCRIBED.

WITNESS MY HAND THIS _____ DAY OF _____, 2021

TOWN SECRETARY
TOWN OF HICKORY CREEK, TEXAS

MINOR REPLAT
LOT 6A, 6C, & 6D, BLOCK A
COUNTRY OAK ESTATES ADDITION
BEING 5.01 ACRES OUT OF THE
S. LINTHUM SURVEY, ABSTRACT # 1600
IN THE TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS
DATE OF PLAT: MARCH OF 2021

1720 WESTMINSTER
DENTON, TX 76205
(840) 382-3446
JOB NUMBER: 17002338P
DRAWING: 11M1_T&L
DATE: 05-11-2021
P&L'S
KENNETH A. ZOLLINGER



March 12, 2021
AVO 37638.200

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

**RE: Lennon Creek Final Plat
2nd Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received a Final Plat application for Lennon Creek on March 4, 2021. A revised plat was submitted March 11, 2021. The surveyor is Herbert S. Beasley Land Surveyors, L.P. The engineer is Welch Engineering, Inc. The owner is Trendmaker Homes DFW, LLC.

Halff has reviewed the Final Plat and offers the following comments. Please note the reviews of the Downstream Assessment and Construction Plans are ongoing. Changes to the Final Plat may still be necessary as a result of those reviews.

1. Please submit a letter fully outlining changes from the approved Preliminary Plat.
2nd Review: Response noted.
2. Plat should be drawn on 24" x 36" sheets.
2nd Review: Addressed.
3. Blocks are named with numbers. Verify the Town's preference for letters versus numbers.
2nd Review: Addressed.
4. Please change all "City of Hickory Creek" references to "Town of Hickory Creek."
2nd Review: Addressed.
5. In the Title Block,
 - a. Please remove the file name.
 - b. Include the date of the plat. Month and year will suffice.
 - c. We suggest clipping background lines around the title block for clarity.*2nd Review: Addressed.*
6. Please show proposed easements within Final Plat boundary.
 - a. Block 2, Lots 2X and 4X should have a drainage easement.
 - b. Block 2, Lot 3X should have a water and sewer easement.
 - c. Block 3, Lot 1X should have a drainage easement.*2nd Review: Addressed.*
7. We have an open comment in the Downstream Assessment review regarding the need for an erosion setback along a proposed retaining wall on the west side of Block 3, Lot 1X. Will this affect the boundaries of Lots 1-4? (See markup.)
2nd Review: Response noted.
8. Please use additional labels to clarify proposed offsite easements on the northwest side of the property. (See markup).
2nd Review: Addressed.
9. There is a Temporary Construction Easement belonging to the City of Corinth shown in the southwest corner of the property, presumably for the construction of Parkridge Drive. Verify this easement is still in place. (See markup.)

- 2nd Review: Addressed.
10. Please indicate the minimum building setbacks. Front yard setbacks are shown, but side and rear yard setbacks are not depicted.
2nd Review: Addressed.
11. Please indicate the bearings and lengths of north-south lot lines in Block 5.
2nd Review: Addressed.
12. Corner clips at the intersections with Parkridge Drive should be 25' x 25' per the Engineering Design Manual. Parkridge Drive is a collector road per the Town's Master Thoroughfare Plan.
2nd Review: Addressed.
13. On Sheet 2 please add the title, "Owner's Dedication" above the metes and bounds description of the property.
2nd Review: Addressed.
14. Please provide a written response to comments with the next submittal.
2nd Review: Submitted.

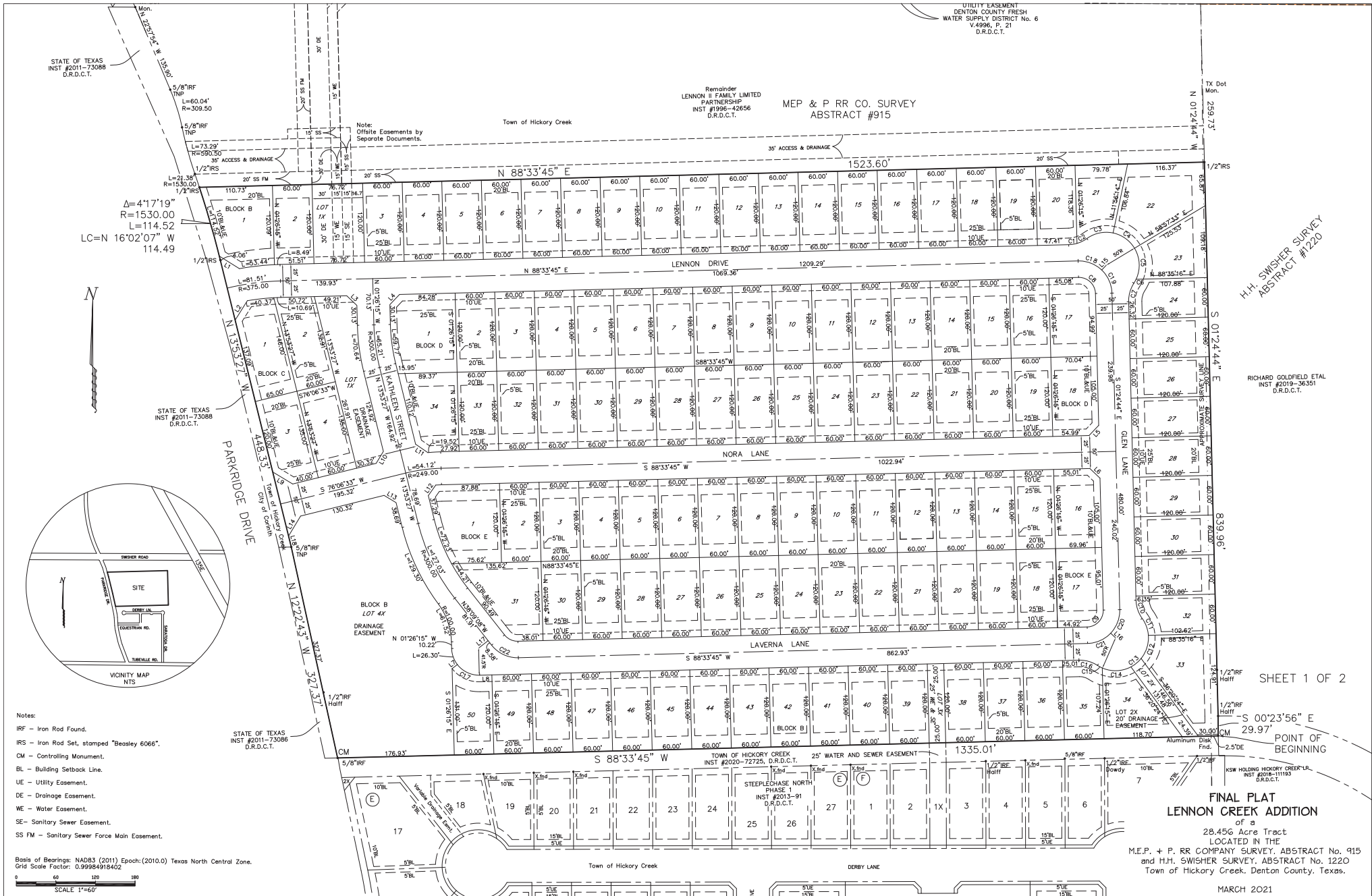
Sincerely,

HALFF ASSOCIATES, INC.
TBPELS Engineering Firm No. 312



Lee Williams, PE
Town Engineer for the Town of Hickory Creek

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



UTILITY EASEMENT
DENTON COUNTY FRESH
WATER SUPPLY DISTRICT No. 6
V.4996, P. 21
D.R.D.C.T.

Remainder
LENNON II FAMILY LIMITED
PARTNERSHIP
INST #1996-42656
D.R.D.C.T.

MEP & P RR CO. SURVEY
ABSTRACT #915

Town of Hickory Creek

Note:
Office Easements by
Separate Documents.

N 88°33'45" E 1523.60'

N 88°33'45" E 1209.29'

S 88°33'45" W 1022.94'

S 88°33'45" W 862.93'

S 88°33'45" W 1335.01'

H.H. SWISHER SURVEY
ABSTRACT #1220

RICHARD GOLDFIELD ETAL
INST #2019-36351
D.R.D.C.T.

SHEET 1 OF 2

FINAL PLAT
LENNON CREEK ADDITION

of a
28.456 Acre Tract
LOCATED IN THE
M.E.P. + P. RR COMPANY SURVEY, ABSTRACT No. 915
and H.H. SWISHER SURVEY, ABSTRACT No. 1220
Town of Hickory Creek, Denton County, Texas.

MARCH 2021

- Notes:
- IRF - Iron Rod Found.
 - IRS - Iron Rod Set, stamped "Beasley 6066".
 - CM - Controlling Monument.
 - BL - Building Setback Line.
 - UE - Utility Easement.
 - DE - Drainage Easement.
 - WE - Water Easement.
 - SE - Sanitary Sewer Easement.
 - SS FM - Sanitary Sewer Force Main Easement.

Basis of Bearings: NAD83 (2011) Epoch:(2010.0) Texas North Central Zone.
Grid Scale Factor: 0.99984918402



S 00°23'56" E
29.97'
POINT OF BEGINNING

CM 29.97'

1/2" IRF Half

1/2" IRF Half

1/2" IRF Half

1/2" IRF Half

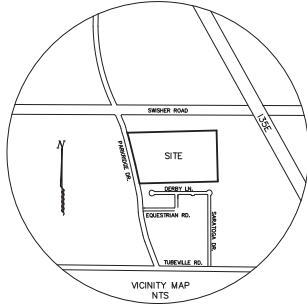
1/2" IRF Half

1/2" IRF Half

1/2" IRF Half

1/2" IRF Half

1/2" IRF Half



RECOMMENDED FOR APPROVAL

Chairman, Planning and Zoning Commission _____ Date _____
Town of Hickory Creek, Texas

Approved and Accepted _____

Mayor, Town of Hickory Creek, Texas _____ Date _____

The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the LENNON CREEK ADDITION to the Town of Hickory Creek was submitted to the town council on the _____ day of _____, 2021, and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and said council further authorized the Mayor to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D., 2021.

Town Secretary, Town of Hickory Creek, Texas _____

CERTIFICATION OF SURVEY:
I, Dick S. Jones, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat represents a survey made by me or under my direct supervision and that all monuments shown herein actually exist and that their location, size and material are correctly shown.

Preliminary, this document shall not be used as a final survey document. It is recorded for any purpose and shall not be used as a final survey document.

DICK S. JONES
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5524



Michael A. Fairchild, General Manager _____ Date _____
Lake Cities Municipality Utility Authority

OWNER'S DEDICATION

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, TRENDMAKER HOMES DFW, LLC, a Texas limited liability company, acting by and through the undersigned, its duly authorized agent, is the sole owner of all that certain parcel, or lot of land located in the M.E.P. & P. RR Company Survey, Abstract No. 915 and the H.H. Swisher Survey, Abstract No. 1220, County of Denton, Texas, being the tract of land described in the deed to TRENDMAKER HOMES DFW, LLC, a Texas limited liability company, recorded in County Clerk's Instrument No. 2020-200666, Deed Records, Denton County Texas being more particularly described as follows:

BEGINNING at an aluminum disk found at the southeast corner of said Trendmaker tract, said aluminum disk being an ell corner of a tract of land described in the deed to Alan H. and Shirley Goldfield, recorded in instrument No.2013-57560, Deed Records, Denton County, Texas and being the northeast corner of a tract of land described in the deed to The Town of Hickory Creek, recorded in instrument No.2020-72725, Deed Records, Denton County, Texas;

THENCE S88°33'45"W, along the common line of said Trendmaker and Hickory Creek tracts, a distance of 1,335.01 feet to a 5/8" iron rod found at the southwest corner of said Trendmaker tract and being the northwest corner of said Hickory Creek tract, said iron rod being the southeast corner of a tract of land described in the deed to the State of Texas (State 1), recorded in instrument No. 2011-73086, Deed Records, Denton County, Texas;

THENCE N12°22'43"W, along said State 1 east line, at 101.78 feet passing a 1/2" iron rod stamped "Half" found at the common corner of said State 1 and Trendmaker tracts, in all a distance of 327.37 feet to a 5/8" iron rod stamped "THP" found, said iron rod being the southeast corner of a tract of land described in the deed to the State of Texas (State 2), recorded in instrument No. 2011-73088, Deed Records, Denton County, Texas;

THENCE N13°53'27"W, along the east line of said State 2 tract, a distance of 448.33 feet to a 1/2" iron rod stamped "Beasley RPLS 6066" set at the beginning of a curve to the left;

THENCE northerly along said curve and said east line, 114.52 feet, having a radius of 1,530.00 feet, a central angle of 04°17'19" and a chord bearing N16°02'08"W, 114.49 feet to a 1/2" iron rod stamped "Beasley RPLS 6066" set at the northwest corner of said Trendmaker tract;

THENCE N88°33'45"E, along the north line of said Trendmaker tract, a distance of 1,523.60 feet to a 1/2" iron rod stamped "Beasley RPLS 6066" set at the northeast corner of said Trendmaker tract any lying in the west line of said Goldfield tract;

THENCE S01°24'44"E, along the east line of said Trendmaker tract, at 769.91 feet passing a 1/2" iron rod stamped "Half" found, in all a distance of 839.96 feet to a 1/2" iron rod stamped "Half" found;

THENCE S00°23'56"E, continuing along said east line, a distance of 30.05 feet to the point of beginning, containing 28.4586 acres of land.

The bearings recited herein are oriented to NAD83 Texas North Central Zone.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, TRENDMAKER HOMES DFW, LLC, a Texas limited liability company, acting by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the herein above described real property as LOTS 1-50, 1X, 2X, 3X and 4X, BLOCK B, LOTS 1-4 and 1X, BLOCK C, LOTS 1-34, BLOCK D and LOTS 1-31, BLOCK E, LENNON CREEK ADDITION, an addition to the Town of Hickory Creek, Denton County, Texas, and do hereby dedicate all streets, alleys, parks and playgrounds to the Town of Hickory Creek for public use forever, signed and acknowledged before a notary public, by the owner and lien holder of the land, and a complete and accurate description of the land subdivided and the streets dedicated.

WITNESS MY HAND AT Fort Worth, Tarrant County, Texas, this the _____ day of _____, 2021.

TRENDMAKER HOMES DFW, LLC, a Texas limited liability company

By: Bruce French,
Vice-President of Land Acquisition & Development

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Bruce French, Vice-President of Land Acquisition & Development, TRENDMAKER HOMES DFW, LLC, a Texas limited liability company, 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 on the _____ day of _____, 2021.

NOTARY PUBLIC DENTON COUNTY, TEXAS _____

LINE	BEARING	LENGTH
L1	S58°00'31"E	35.91
L2	N32°07'58"E	34.72
L3	S46°26'10"E	21.21
L4	S43°33'45"W	21.21
L5	N43°34'30"E	21.22
L6	S46°26'30"E	21.21
L7	S52°15'09"W	10.00
L8	N88°33'45"E	18.50
L9	N58°33'27"W	35.36
L10	N31°06'33"E	21.21
L11	N54°41'56"W	22.43
L12	N37°20'08"E	19.62
L13	S58°33'27"E	21.21
L14	S31°06'33"W	35.36
L15	N43°34'30"E	10.00
L16	S46°26'30"E	10.00
L17	S51°50'52"W	17.54
L18	N13°53'27"W	17.18

Curve	Delta	Radius	Length	Chord-Dir	Chord
C1	14°53'04"	49.00	12.73	N81°07'13"E	12.69
C2	19°37'16"	49.00	16.78	N63°52'03"E	16.70
C3	47°52'50"	50.00	41.78	S77°39'50"W	40.58
C4	47°01'16"	50.00	41.03	N54°33'06"W	39.89
C5	56°14'28"	50.00	49.08	N02°58'14"W	47.13
C6	7°53'36"	50.00	6.89	N29°08'48"E	6.88
C7	34°30'21"	49.00	29.51	S15°50'26"W	29.07
C8	90°01'30"	25.00	39.28	N46°25'30"W	35.36
C9	89°58'30"	25.00	39.26	N43°34'30"E	35.35
C10	34°31'29"	49.00	29.53	S18°40'29"E	29.08
C11	31°42'36"	50.00	27.67	N20°04'56"W	27.32
C12	43°07'58"	50.00	37.64	N17°20'22"E	36.76
C13	23°06'38"	50.00	20.17	N50°27'39"E	20.03
C14	51°31'54"	50.00	44.97	N87°46'55"E	43.47
C15	9°32'22"	50.00	8.32	S61°40'57"E	8.32
C16	34°31'29"	49.00	29.53	N74°00'30"W	29.08
C17	53°41'24"	41.50	38.89	S64°35'33"E	37.48
C18	46°00'45"	50.00	39.28	N68°35'52"W	38.28
C19	44°00'45"	50.00	39.28	N33°50'07"W	38.28
C20	44°59'15"	50.00	39.26	N21°34'53"E	38.26
C21	44°59'15"	50.00	39.26	N66°04'08"E	38.26
C22	53°17'07"	50.00	46.50	S64°47'41"E	44.84

HERBERT S. BEASLEY
REGISTERED PROFESSIONAL SURVEYORS
LAND SURVEYORS L.P.
• LAND - TOPOGRAPHIC
• CONSTRUCTION SURVEYING
FIRM NO. 10094900
METRO 817-429-0194
FAX 817-446-5488
hasbeasley@msn.com

SURVEYOR:
HERBERT S. BEASLEY LAND SURVEYORS L.P.
P.O. BOX 8873
FORT WORTH, TEXAS, 76124
PH: (817) 429-0194
EMAIL: hasbeasley@msn.com
CONTACT: DICK JONES

OWNER & DEVELOPER:
TRENDMAKER HOMES DFW, LLC,
4835 LYNDON B. JOHNSON FRWY, STE 700
DALLAS TEXAS 75244
PH: (469) 680-9024
EMAIL: BruceFrench@trendmakerhomes.com
CONTACT: BRUCE FRENCH

ENGINEER:
WELCH ENGINEERING, INC.
1308 NORWOOD DRIVE, STE 200
BEDFORD, TEXAS, 76022
PH: (817) 253-3682
EMAIL: twelch@welch.com
CONTACT: TOME WELCH

FLOOD STATEMENT:
The subject property is not graphically depicted in the 100 year flood zone A, AE, AH, AO, AR, A99, V, VE, or X (other flood areas), according to the Federal Emergency Management Agency Flood Insurance Rate Map of Denton County, Texas and Incorporated areas, Map No.4812100393 H, Community-Panel No. 481150 0393 H, revised June 19, 2020. The property being located in Zone X (Areas determined to be outside the 0.2% annual chance flood plain), according to said map.

FINAL PLAT
LENNON CREEK ADDITION
of a
28.456 Acre Tract
LOCATED IN THE
M.E.P. + P. RR COMPANY SURVEY, ABSTRACT NO. 915
and H.H. SWISHER SURVEY, ABSTRACT NO. 1220
Town of Hickory Creek, Denton County, Texas.



March 25, 2021
AVO 37638.200

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

**RE: Sycamore Cove Final Plat
5th Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received a Final Plat application for Sycamore Cove on November 23, 2020. A revised Final Plat was submitted on December 30, 2020, and a second revision was submitted on March 15, 2021. A final revised submittal was received on March 16, 2021, and a revision was received March 25, 2021. The surveyor is Adams Surveying Company, LLC. The engineer is Kimley-Horn and Associates, Inc. The owner is Sycamore Cove-Hickory Creek, L.P.

Halff has reviewed the Final Plat and offers the following comments. Please note the reviews of the drainage study and Construction Plans are ongoing. Changes to the Final Plat may still be necessary as a result of those reviews.

1. Please submit a letter fully outlining changes from the approved Preliminary Plat.
2nd Review: Addressed.
2. Please show the ultimate 100-year water surface elevation and floodplain and floodway boundaries.
2nd Review: Addressed.
3. Please indicate the minimum building setbacks.
2nd Review: Not addressed. Please include building setbacks.
3rd Review: Still not fully addressed. Missing side and rear setbacks. Please indicate these setbacks as defined in the approved Planned Development for this site.
4th Review: Setbacks added to plat, but additional labels needed to clarify. This is especially true in the cul-de-sacs and knuckles where rear setback is reduced 5 feet.
5th Review: Addressed.
4. Depict the boundaries of the existing US Army Corps of Engineers (USACE) Flowage Easements.
2nd Review: The 537' contour was added to the northern flowage easement area, but not shown for the southern part. Please show the entire flowage easement and label as approximate boundary of USACE Flowage Easement.
3rd Review: Addressed.
5. Please confirm all boundary bearings and dimensions are correct. Bearings are slightly different than those shown on the Preliminary Plat.
2nd Review: Addressed.
6. On the northern boundary at the intersection with Sycamore Bend Road, please include a Right-of-Way (ROW) dedication for Hidden Hills Drive (see markup).
2nd Review: Addressed.
7. The east-west street labeled Sycamore Court should be Boland Lane per Preliminary Plat and submitted construction plans.
2nd Review: Addressed.
8. Correct the stray point on Block B Lot 11 along Fontenac Lane (see markup).

- 2nd Review: Addressed.
9. The northeast corner outside the 60-foot ROW dedication should be HOA Lot 12X.
2nd Review: Addressed.
10. Please dimension the ROW dedication for Sycamore Bend Road (see markup).
2nd Review: Addressed.
11. Correct the spelling and label for Prescriptive ROW for existing Sycamore Bend Road.
2nd Review: Addressed.
12. Drainage easements cannot overlap the existing USACE Flowage Easement. The proposed Drainage Easements should adjoin the USACE Flowage Easements.
2nd Review: Addressed.
3rd Review: A drainage easement is shown overlapping the USACE Flowage Easement. Please correct per previous comments.
4th Review: Drainage Easement on HOA Lot 11X still overlapping the USACE Flowage Easement. Please correct.
5th Review: Addressed.
13. Drainage Easements should be located on HOA X Lots per previous review comments for the Preliminary Plat. This applies to 15-foot-wide Drainage Easements in Block F and Block A.
2nd Review: HOA Lots were added, but there should still be a drainage easement shown. The easement is for the Town to maintain access to drainage features. The easement will overlap the HOA Lot. Also, a new drainage easement was added between Lots 3 and 4 in Block F and between Lots 3 and 4 in Block D. It looks like this is a mistake, but please verify.
3rd Review: Per discussion with developer's engineer, the drainage easements are intended and are for emergency overflow. Since they do not have infrastructure associated with them, they do not necessarily need to be in an HOA lot. This comment has been addressed.
14. For the pond, please ensure the proposed Drainage Easement covers the 100-year water surface area plus a 1-foot free board.
2nd Review: Easement has been enlarged. Will need to be verified upon acceptance of drainage study, which is ongoing.
15. The 25-foot Utility Easement adjacent to Lot 6x in Block D should extend across Lot 6X to the Saranac Drive ROW.
2nd Review: Addressed.
16. Adjoining subdivision lots should be shown with dashed lines.
2nd Review: Addressed.
3rd Review: Lot lines of adjoining subdivisions shown with solid lines. Please address.
4th Review: Not addressed.
5th Review: Addressed.
17. Why is the Carrizo Oil and Gas easement on the western boundary shown as "approximate?" Verify its location and correct the label to indicate it is a pipeline easement.
2nd Review: Addressed.
18. In the southwest corner please verify the dimension of HOA Lot 32X (see markup).
2nd Review: Addressed.
19. Please move the Approval Block to avoid overlap.
2nd Review: Addressed.
20. The Owner listed on the Plat is different than the Owner listed in the application.
2nd Review: Addressed.
21. The North Arrow is oriented incorrectly.
2nd Review: Addressed.
22. The graphic scale indicates a scale of 1"=50', but the drawing is at a scale of 1"=100'. Please correct.
2nd Review: Addressed.

4th Review: Scale is now incorrect. The plat layout was split into two sheets and scale was changed to 1"=50'. Please revise the graphic scale on the sheets.

5th Review: Addressed.

23. Correct the table of Lots in the title block to match lots shown in the plat.

2nd Review: Addressed.

24. Verify the areas shown in the title block and correct the values for square feet and acres and update accordingly.

2nd Review: Not addressed. Values are still incorrect.

3rd Review: Addressed.

25. There is a discrepancy in the depth of Lots 5-8 in Block A. It looks like the HOA Lot 32X was changed. Please address the discrepancy. (See markup.)

5th Review: Upon speaking with the developer's engineer, it is my understanding the reduction in the depth of Lots 5-8 was for the footing of the planned retaining wall. However, the approved Planned Development for the development requires the minimum lot depth shall not be less than 130 feet at the average distance between the front and rear lot lines.

26. Similarly, Lots 7-10 of Block F have been reduced from a minimum depth of 130 feet to 125 feet due to the need for an HOA Lot to facilitate drainage. Also, the rear setbacks for Lots 6 and 7 have been reduced from the minimum 15 feet to 10 feet.

Sincerely,

HALFF ASSOCIATES, INC.

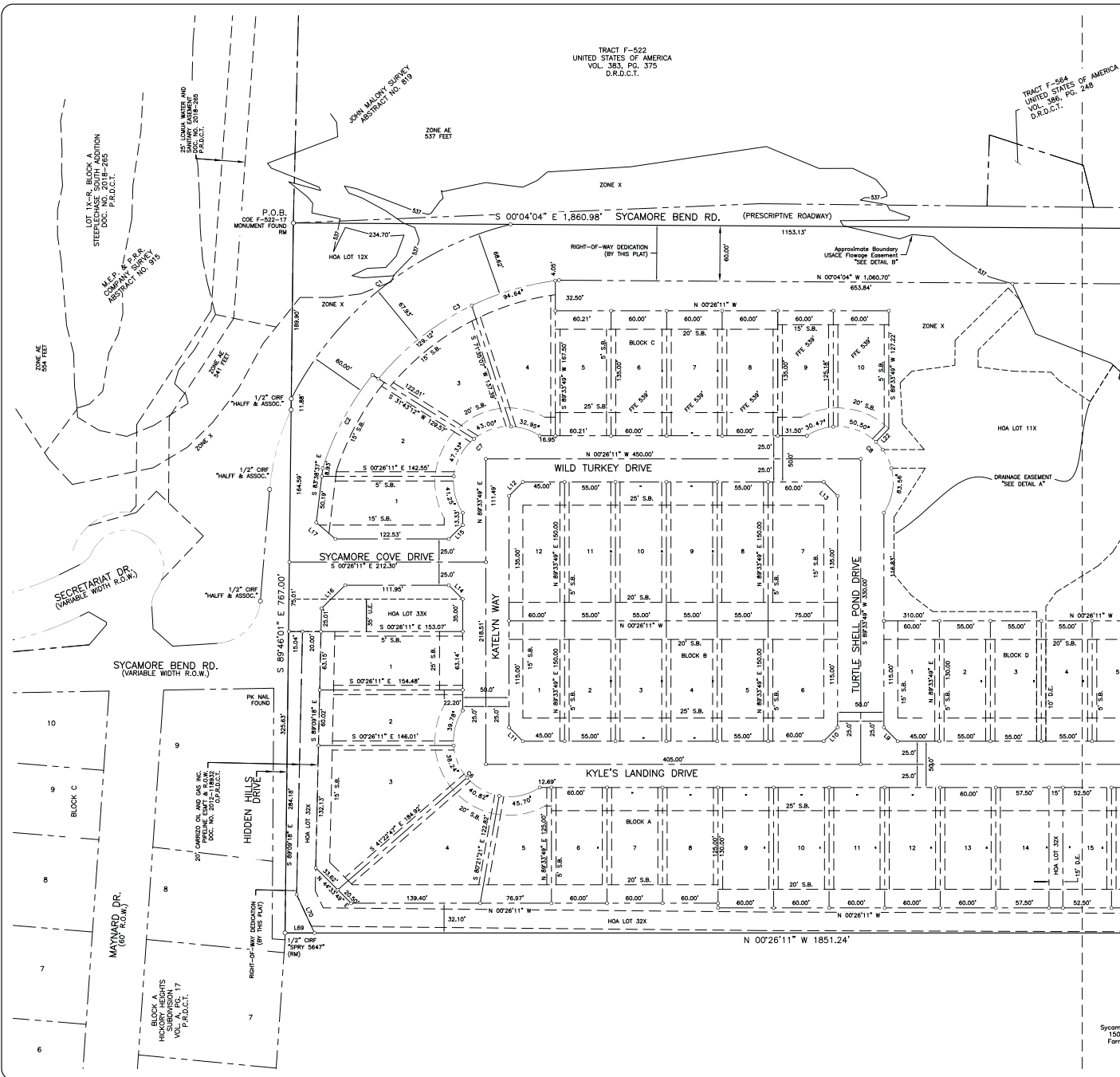
TBPELS Engineering Firm No. 312



Lee Williams, PE

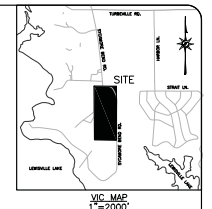
Town Engineer for the Town of Hickory Creek

C: Kristi Rogers – Town Secretary
John Smith – Town Administrator
Jeffrey McSpedden – Public Works Director



TRACT F-522
UNITED STATES OF AMERICA
VOL. 383, PG. 375
O.R.D.C.T.

TRACT F-584
UNITED STATES OF AMERICA
VOL. 386, PG. 248
O.R.D.C.T.



LEGEND

- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
- D.R.D.C.T. = DEED RECORDS DENTON COUNTY, TEXAS
- P.R.D.C.T. = PLAT RECORDS DENTON COUNTY, TEXAS
- DOC. NO. = DOCUMENT NUMBER
- VOL. = VOLUME
- PG. = PAGE
- R.O.W. = RIGHT-OF-WAY
- CIRF = CURBED IRON ROD FOUND
- IRF = IRON ROD FOUND
- COE MON. = ARMY CORPUS OF ENGINEERS MONUMENT
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- ESMT. = EASEMENT
- RM = REFERENCE MONUMENT
- S.B. = SETBACK

FLOOD STATEMENT

According to Map No. 48121C0535G, dated April 18, 2011 of the FEMA National Flood Insurance Program Flood Insurance Rate Map of Denton County, Texas, this property is located within Zone "X" and Zone "AE". Zone "X" is defined as areas determined to be outside the 0.2% annual chance floodplain. Zone "AE" is defined as areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. This flood statement does not imply that the property and the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	365.10	312.10	302.68	S 38°50'39" E	048°58'42"
C2	865.27	227.82	222.30	S 29°02'18" E	043°51'58"
C3	297.57	227.82	222.30	S 29°02'18" E	043°51'58"
C4	260.00	220.00	188.48	S 45°16'17" W	056°31'50"
C5	60.00	164.53	117.61	S 42°28'11" W	150°06'53"
C6	60.00	164.53	117.61	S 42°28'11" W	150°06'53"

LINE	BEARING	DISTANCE
L1	S 42°28'11" W	21.19
L2	S 42°28'11" W	21.21
L3	S 42°28'11" W	21.21
L4	S 42°28'11" W	21.21
L5	S 42°28'11" W	21.21
L6	S 42°28'11" W	21.21
L7	S 42°28'11" W	21.21
L8	S 42°28'11" W	21.21
L9	S 42°28'11" W	21.21
L10	S 42°28'11" W	21.21
L11	S 42°28'11" W	21.21
L12	S 42°28'11" W	21.21
L13	S 42°28'11" W	21.21
L14	S 42°28'11" W	21.21
L15	S 42°28'11" W	21.21
L16	S 42°28'11" W	21.21
L17	S 42°28'11" W	21.21
L18	S 42°28'11" W	21.21
L19	S 42°28'11" W	21.21
L20	S 42°28'11" W	21.21
L21	S 42°28'11" W	21.21
L22	S 42°28'11" W	21.21
L23	S 42°28'11" W	21.21
L24	S 42°28'11" W	21.21
L25	S 42°28'11" W	21.21
L26	S 42°28'11" W	21.21
L27	S 42°28'11" W	21.21
L28	S 42°28'11" W	21.21
L29	S 42°28'11" W	21.21
L30	S 42°28'11" W	21.21
L31	S 42°28'11" W	21.21
L32	S 42°28'11" W	21.21
L33	S 42°28'11" W	21.21
L34	S 42°28'11" W	21.21
L35	S 42°28'11" W	21.21
L36	S 42°28'11" W	21.21

LINE	BEARING	DISTANCE
L37	S 42°28'11" W	21.21
L38	S 42°28'11" W	21.21
L39	S 42°28'11" W	21.21
L40	S 42°28'11" W	21.21
L41	S 42°28'11" W	21.21
L42	S 42°28'11" W	21.21
L43	S 42°28'11" W	21.21
L44	S 42°28'11" W	21.21
L45	S 42°28'11" W	21.21
L46	S 42°28'11" W	21.21
L47	S 42°28'11" W	21.21
L48	S 42°28'11" W	21.21
L49	S 42°28'11" W	21.21
L50	S 42°28'11" W	21.21
L51	S 42°28'11" W	21.21
L52	S 42°28'11" W	21.21
L53	S 42°28'11" W	21.21
L54	S 42°28'11" W	21.21
L55	S 42°28'11" W	21.21
L56	S 42°28'11" W	21.21
L57	S 42°28'11" W	21.21
L58	S 42°28'11" W	21.21
L59	S 42°28'11" W	21.21
L60	S 42°28'11" W	21.21
L61	S 42°28'11" W	21.21
L62	S 42°28'11" W	21.21
L63	S 42°28'11" W	21.21
L64	S 42°28'11" W	21.21
L65	S 42°28'11" W	21.21
L66	S 42°28'11" W	21.21
L67	S 42°28'11" W	21.21
L68	S 42°28'11" W	21.21
L69	S 42°28'11" W	21.21
L70	S 42°28'11" W	21.21
L71	S 42°28'11" W	21.21
L72	S 42°28'11" W	21.21

LINE	BEARING	DISTANCE
L73	S 42°28'11" W	21.21
L74	S 42°28'11" W	21.21
L75	S 42°28'11" W	21.21
L76	S 42°28'11" W	21.21
L77	S 42°28'11" W	21.21
L78	S 42°28'11" W	21.21
L79	S 42°28'11" W	21.21
L80	S 42°28'11" W	21.21
L81	S 42°28'11" W	21.21
L82	S 42°28'11" W	21.21
L83	S 42°28'11" W	21.21
L84	S 42°28'11" W	21.21
L85	S 42°28'11" W	21.21
L86	S 42°28'11" W	21.21
L87	S 42°28'11" W	21.21
L88	S 42°28'11" W	21.21
L89	S 42°28'11" W	21.21
L90	S 42°28'11" W	21.21
L91	S 42°28'11" W	21.21
L92	S 42°28'11" W	21.21
L93	S 42°28'11" W	21.21
L94	S 42°28'11" W	21.21
L95	S 42°28'11" W	21.21
L96	S 42°28'11" W	21.21
L97	S 42°28'11" W	21.21
L98	S 42°28'11" W	21.21
L99	S 42°28'11" W	21.21
L100	S 42°28'11" W	21.21
L101	S 42°28'11" W	21.21
L102	S 42°28'11" W	21.21
L103	S 42°28'11" W	21.21
L104	S 42°28'11" W	21.21
L105	S 42°28'11" W	21.21
L106	S 42°28'11" W	21.21
L107	S 42°28'11" W	21.21
L108	S 42°28'11" W	21.21

LINE	BEARING	DISTANCE
L109	S 42°28'11" W	21.21
L110	S 42°28'11" W	21.21
L111	S 42°28'11" W	21.21
L112	S 42°28'11" W	21.21
L113	S 42°28'11" W	21.21
L114	S 42°28'11" W	21.21
L115	S 42°28'11" W	21.21
L116	S 42°28'11" W	21.21
L117	S 42°28'11" W	21.21
L118	S 42°28'11" W	21.21
L119	S 42°28'11" W	21.21
L120	S 42°28'11" W	21.21
L121	S 42°28'11" W	21.21
L122	S 42°28'11" W	21.21
L123	S 42°28'11" W	21.21
L124	S 42°28'11" W	21.21
L125	S 42°28'11" W	21.21
L126	S 42°28'11" W	21.21
L127	S 42°28'11" W	21.21
L128	S 42°28'11" W	21.21
L129	S 42°28'11" W	21.21
L130	S 42°28'11" W	21.21
L131	S 42°28'11" W	21.21
L132	S 42°28'11" W	21.21
L133	S 42°28'11" W	21.21
L134	S 42°28'11" W	21.21
L135	S 42°28'11" W	21.21
L136	S 42°28'11" W	21.21
L137	S 42°28'11" W	21.21
L138	S 42°28'11" W	21.21
L139	S 42°28'11" W	21.21
L140	S 42°28'11" W	21.21
L141	S 42°28'11" W	21.21
L142	S 42°28'11" W	21.21
L143	S 42°28'11" W	21.21
L144	S 42°28'11" W	21.21
L145	S 42°28'11" W	21.21
L146	S 42°28'11" W	21.21

FINAL PLAT

SYCAMORE COVE
LOTS 1-31, 32X, 33X, BLOCK A
LOTS 1-10, 12X, BLOCK C
LOTS 1-30, 6X, BLOCK D
LOTS 1-10, 11X, BLOCK F

GROSS AREA: 1,412,496 SQ. FT. / 32.426 ACRES
ROW DEDICATION: 340,252 SQ. FT. / 7.811 ACRES
NET AREA: 1,072,244 SQ. FT. / 24.615 ACRES

JOHN MALONY SURVEY,
TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

PAGE 1 OF 3
MARCH 25, 2021

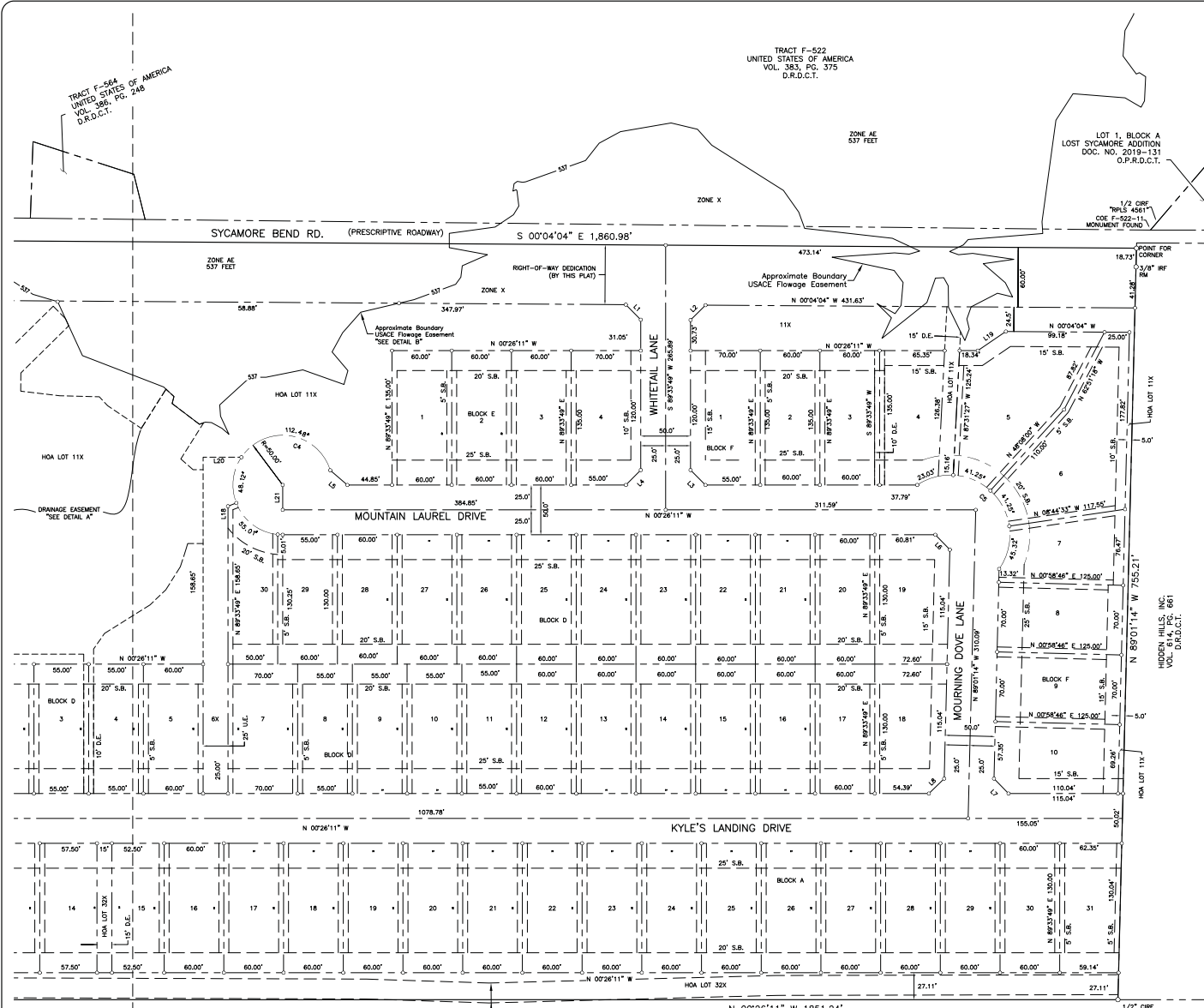


OWNER
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Contact: Jason Gates
Phone: _____

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Contact: Thomas Frisvold, P.E.
Phone: 972-335-3580

SURVEYOR
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TRACT F-522
UNITED STATES OF AMERICA
VOL. 383, PG. 375
D.R.D.C.T.

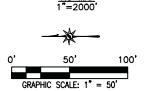
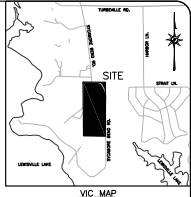
TRACT F-564
UNITED STATES OF AMERICA
VOL. 388, PG. 348
D.R.D.C.T.

LEGEND

- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
- D.R.D.C.T. = DEED RECORDS DENTON COUNTY, TEXAS
- P.R.D.C.T. = PLAT RECORDS DENTON COUNTY, TEXAS
- DOC. NO. = DOCUMENT NUMBER
- VOL. = VOLUME
- PAGE = PAGE
- R.O.W. = RIGHT-OF-WAY
- CRF = CAPPED IRON ROD FOUND
- IRF = IRON ROD FOUND
- COSE MON. = ARMY CORPUS OF ENGINEERS MONUMENT
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- ESMT. = EASEMENT
- RM = REFERENCE MONUMENT
- S.B. = SETBACK

FLOOD STATEMENT

According to Map No. 48121003350, dated April 18, 2011 of the FEMA National Flood Insurance Program Flood Insurance Rate Map of Denton County, Texas, this property is located within Zone "X" and Zone "AE". Zone "X" is defined as areas determined to be outside the 0.2% annual chance floodplain. Zone "AE" is defined as areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. This flood statement does not imply that the property and the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	365.10	312.10	302.68	S 39°03'30" E	048°58'42"
C2	114.38	114.38	114.10	S 89°53'45" E	031°33'15"
C3	297.57	227.82	222.30	S 29°02'18" E	043°51'58"
C4	260.00	220.00	188.48	S 45°16'17" E	059°28'52"
C5	60.00	164.53	117.61	S 44°33'49" E	157°06'53"
C6	60.00	164.53	117.61	S 44°33'49" E	157°06'53"

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 42°15'08" W	21.19	L31	N 42°00'00" W	67.50	L61	S 04°32'57" E	19.83	L110	S 49°00'04" E	29.04
L2	S 44°33'49" W	21.21	L32	N 90°00'00" W	18.28	L62	S 04°01'20" E	16.17	L111	S 13°30'24" E	33.89
L3	N 00°04'04" W	431.63	L33	S 44°33'49" W	39.29	L63	N 79°22'58" W	24.42	L112	S 03°21'54" E	44.21
L4	N 40°10'26" E	22.70	L34	S 07°06'22" W	39.87	L64	N 47°29'08" W	16.47	L113	S 54°00'33" E	8.83
L5	N 02°16'11" W	20.00	L35	S 44°33'49" W	15.15	L65	S 03°21'54" E	20.00	L114	S 03°15'11" E	11.20
L6	S 49°18'17" W	20.80	L36	S 37°31'48" W	40.80	L66	N 26°08'27" W	18.06	L115	S 24°04'24" E	22.87
L7	N 44°33'49" E	21.21	L37	S 49°18'17" W	49.69	L67	S 05°11'59" E	11.30	L116	N 10°00'00" E	39.20
L8	N 44°33'49" E	21.21	L38	S 44°33'49" W	7.36	L68	S 04°33'49" E	33.35	L117	N 89°49'24" E	27.87
L9	N 02°26'11" W	20.00	L39	S 44°33'49" W	18.34	L69	S 07°35'17" W	16.00	L118	N 16°52'02" W	10.89
L10	N 44°33'49" E	21.21	L40	S 02°26'11" E	10.07	L70	N 70°06'20" E	14.57	L119	N 04°33'58" E	63.04
L11	S 45°02'11" E	21.21	L41	N 02°26'11" W	15.46	L71	S 22°07'48" E	8.00	L120	N 04°33'58" E	63.04
L12	S 44°33'49" W	21.21	L42	N 02°26'11" W	6.19	L72	S 12°37'50" E	59.16	L121	S 11°36'14" E	63.80
L13	S 45°02'11" E	21.21	L43	N 72°49'00" W	18.32	L73	S 19°28'08" E	14.61	L122	S 11°36'14" E	63.80
L14	S 44°33'49" W	21.21	L44	S 28°08'59" W	27.51	L74	S 05°33'30" E	22.87	L123	S 28°08'25" W	23.10
L15	S 45°02'11" E	21.21	L45	N 44°33'49" W	21.21	L75	S 36°30'20" W	27.33	L124	N 54°15'44" W	10.31
L16	S 44°33'49" W	21.21	L46	S 44°33'49" W	18.34	L76	S 32°45'26" W	47.38	L125	N 28°49'07" E	20.72
L17	S 07°16'26" W	22.23	L47	N 44°33'49" W	18.29	L77	S 16°04'14" W	25.89	L126	N 28°49'07" E	20.72
L18	S 21°39'20" E	9.00	L48	S 44°33'49" W	18.29	L78	S 44°33'49" E	59.64	L127	S 07°16'26" W	22.78
L19	N 44°33'49" E	21.21	L49	N 44°33'49" W	20.00	L79	S 44°33'49" E	82.69	L128	S 07°16'26" W	22.78
L20	S 02°26'11" W	20.00	L50	S 44°33'49" W	34.42	L80	S 44°33'49" E	111.13	L129	S 07°16'26" W	22.78
L21	N 44°33'49" E	21.21	L51	S 44°33'49" W	34.42	L81	N 70°02'00" W	7.27	L130	S 07°16'26" W	22.78
L22	N 44°33'49" E	21.21	L52	S 20°21'18" W	4.50	L82	S 36°04'47" E	34.29	L131	S 07°16'26" W	22.78
L23	N 44°33'49" E	21.21	L53	N 02°26'11" W	12.14	L83	S 07°16'26" W	22.78	L132	S 07°16'26" W	22.78
L24	N 44°33'49" E	21.21	L54	N 02°26'11" W	11.04	L84	S 07°16'26" W	22.78	L133	S 07°16'26" W	22.78
L25	N 44°33'49" E	21.21	L55	N 02°26'11" W	11.04	L85	S 07°16'26" W	22.78	L134	S 07°16'26" W	22.78
L26	N 44°33'49" E	21.21	L56	N 02°26'11" W	11.04	L86	S 07°16'26" W	22.78	L135	S 07°16'26" W	22.78
L27	N 44°33'49" E	21.21	L57	N 02°26'11" W	11.04	L87	S 07°16'26" W	22.78	L136	S 07°16'26" W	22.78
L28	N 44°33'49" E	21.21	L58	N 02°26'11" W	11.04	L88	S 07°16'26" W	22.78	L137	S 07°16'26" W	22.78
L29	N 44°33'49" E	21.21	L59	N 02°26'11" W	11.04	L89	S 07°16'26" W	22.78	L138	S 07°16'26" W	22.78
L30	N 44°33'49" E	21.21	L60	N 02°26'11" W	11.04	L90	S 07°16'26" W	22.78	L139	S 07°16'26" W	22.78
L31	N 44°33'49" E	21.21	L61	N 02°26'11" W	11.04	L91	S 07°16'26" W	22.78	L140	S 07°16'26" W	22.78
L32	N 44°33'49" E	21.21	L62	N 02°26'11" W	11.04	L92	S 07°16'26" W	22.78	L141	S 07°16'26" W	22.78
L33	N 44°33'49" E	21.21	L63	N 02°26'11" W	11.04	L93	S 07°16'26" W	22.78	L142	S 07°16'26" W	22.78
L34	N 44°33'49" E	21.21	L64	N 02°26'11" W	11.04	L94	S 07°16'26" W	22.78	L143	S 07°16'26" W	22.78
L35	N 44°33'49" E	21.21	L65	N 02°26'11" W	11.04	L95	S 07°16'26" W	22.78	L144	S 07°16'26" W	22.78
L36	N 44°33'49" E	21.21	L66	N 02°26'11" W	11.04	L96	S 07°16'26" W	22.78	L145	S 07°16'26" W	22.78

FINAL PLAT

SYCAMORE COVE
LOTS 1-31, 32X, 33X, BLOCK A
LOTS 1-10, 12X, 11X, BLOCK C
LOTS 1-30, 6X, BLOCK D
LOTS 1-10, 11X, BLOCK E
LOTS 1-10, 11X, BLOCK F

GROSS AREA: 1,412,496 SQ. FT. / 32,426 ACRES
ROW DEDICATION: 300,252 SQ. FT. / 7,811 ACRES
NET AREA: 1,072,244 SQ. FT. / 24,615 ACRES

JOHN MALONEY SURVEY,
ABSTRACT NO. 819
TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

PAGE 2 OF 3
MARCH 25, 2021

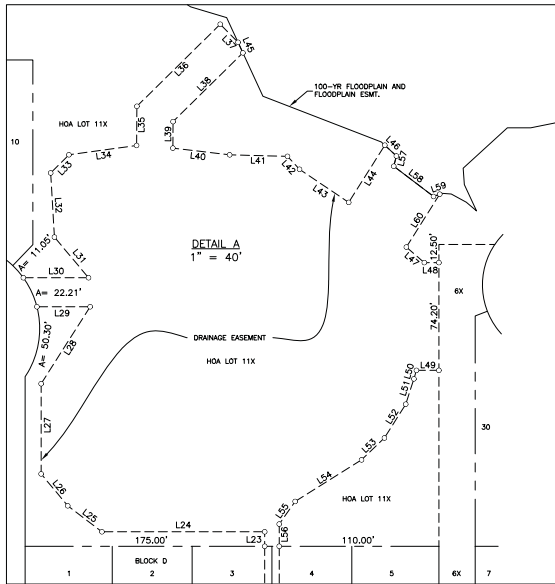


OWNER
Sycamore Cove-Hickory Creek L.P.
1501 L&J Freeway, Suite 300
Farmers Branch, Texas 75234
Contact: Jason Gates
Phone: _____

ENGINEER
Kinley-Horn and Associates, Inc.
6180 Warren Parkway, Suite 210
Frisco, Texas 75034
Contact: Thomas Frisvold, P.E.
Phone: 972-335-3580

SURVEYOR
Adams Surveying Company, LLC
1475 Richardson Drive, Suite 255
Richardson, Texas 75080.
Contact: Paul Hubert
Phone: (469) 317-0250

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TPLS Firm Registration No. 1017750



OWNER'S CERTIFICATE

STATE OF TEXAS §
 COUNTY OF DENTON §

WHEREAS, Sycamore Cove-Hickory Creek, L.P. is the owner of a 32.426-acre tract of land located in the John Malony Survey, Abstract No. 819, Hickory Creek, Denton County Texas, being all of that parcel described in Special Warranty Deed to Sycamore Cove-Hickory Creek, L.P., as recorded in Document Number 2020-128176, Official Public Records Denton County Texas (OPRDCI), and being more particularly described as follows:

BEGINNING at a found Army Corps of Engineers Concrete Monument stamped "7-522-17", being in the south line of Lot 1X, Block A, Steeplechase South Addition, an addition to the Town of Hickory Creek, as recorded in Document Number 2018-265, Plat Records Denton County, Texas (P.R.D.C.T.), and being the northwest corner of that tract described in General Warranty Deed to the United States of America as recorded in Volume 383, Page 375, Deed Records Denton County, Texas, for the northeast corner of said 32.426 acres;

THENCE South 00 degrees 04 minutes 04 seconds East with the east line of said 32.426 acres, the west line of Sycamore Bend Drive, a prescriptive roadway, a distance of 1,860 feet to a point for corner, being in the north line of that tract described in Warranty Deed with Vendor's Lien to Hidden Hills, Inc. as recorded in Volume 614, Page 661, Deed Records Denton County, Texas (D.R.D.C.T.);

THENCE North 89 degrees 01 minute 14 seconds West, with said north line of Hidden Hills, Inc. tract, passing a found 3/8-inch iron rod at a distance of 18.73 feet, continuing a total of 755.21 feet to a found 1/2-inch iron rod with cap stamped "SPRY 5647", being in the west line of that tract described in Special Warranty Deed to Hidden Hills, Inc. as recorded in Volume 2091, Page 951, D.R.D.C.T.;

THENCE North 00 degrees 26 minutes 11 seconds West, with the east line of said Hidden Hills, Inc. a distance of 1,851.24 feet to a found 1/2-inch iron rod with cap stamped "SPRY 5647";

THENCE South 89 degrees 46 minutes 01 seconds East, a distance of 767.00 feet to the POINT OF BEGINNING and containing 32.426 acres more or less.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I, _____, do hereby adopt this plat as Sycamore Cove, an Addition to the Town of Hickory Creek, Denton County, Texas, and do hereby dedicate to the public use and benefit forever the streets and alleys shown thereon for all public purposes including but not limited to all street purposes and the right of the Town of Hickory Creek and its assigns to lay, install, operate, repair, replace and remove and reconstruct any and all public utilities including but not limited to water lines, sanitary sewer lines, drainage and storm sewer lines and canals, gas lines, telephone poles and lines, electrical power lines and appurtenances. The right to establish grades on said dedicated streets and alleys is hereby granted to the Town of Hickory Creek and all claims for damages which may arise by reason of changing the present surface of said streets to conform to said grades are hereby waived.

The easements shown on the plat are hereby granted and dedicated and reserved for the mutual use and accommodation of the Town of Hickory Creek and all public utilities desiring to use or using the same for public sewer lines, water lines and appurtenances, drainage and storm sewer canals and lines, gas lines, telephone poles and lines, electrical power lines and appurtenances. All and any public utility and the Town of Hickory Creek shall have the right to remove and keep removed all or part of any residence, building, fences, trees, shrubs or other improvements, growths or obstructions which may in any way endanger or interfere with the construction, maintenance, operation or efficiency of the respective utility in, on or under said easement strips. The Town of Hickory Creek and all public utilities shall at all times have the full right of ingress and egress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of the respective systems without the necessity at any time of procuring the permission of anyone.

I do further dedicate to the public use forever all parks, squares, parkways, and all other public uses and dedication shown on the face of this plat.

All lots in the subdivision shall be subject to the building lines shown on this plat, and the minimum building setback lines in all Town of Hickory Creek Ordinances.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

Name Title _____

BEFORE ME, the undersigned, a Notary Public In and for said County and State, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, and that he executed the same as the act of such _____ for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

NOTARY PUBLIC IN AND FOR DALLAS COUNTY, TEXAS

My Commission Expires: _____

SURVEYOR'S CERTIFICATION

This is to declare that I, Paul Hubert, a Registered Professional Land Surveyor for the State of Texas, have performed, for this plat, an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction or supervision.

Paul Hubert
 Registered Professional Land Surveyor #1942

STATE OF TEXAS §
 COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, and that he executed the same as the act of such _____ for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

NOTARY PUBLIC IN AND FOR DALLAS COUNTY, TEXAS

My Commission Expires: _____

The undersigned, the Town Secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the Sycamore Cove subdivision or addition to the Town of Hickory Creek was submitted to the town council on the _____ of _____, 2021, and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and said council further authorized the Mayor to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D., 2021.

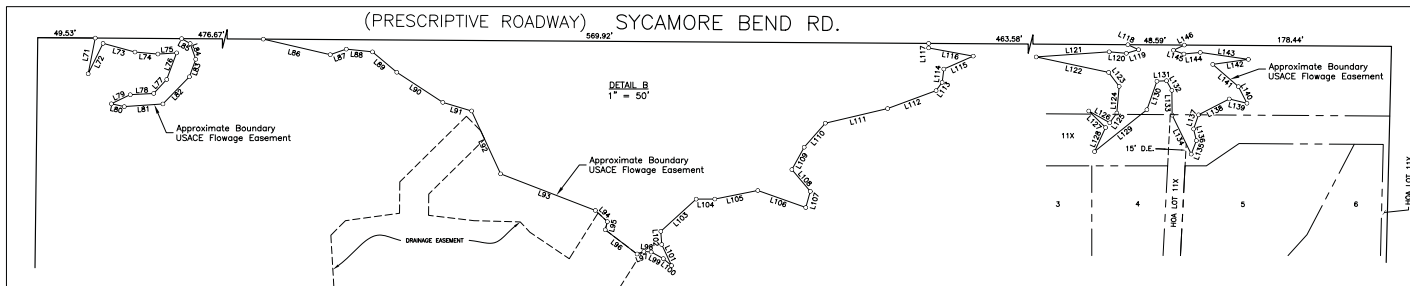
Town Secretary
 Town of Hickory Creek, Texas

Recommended for Approval _____

Chairman, Planning and Zoning Commission Date
 Town of Hickory Creek, Texas

Approved For Preparation of Final Plat _____

Mayor, Town of Hickory Creek, Texas Date _____



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 44°44'55" W	21.33	L23	N 89°33'49" E	10.00	L45	S 64°52'05" W	7.96	L67	S 82°29'52" W	27.33	L111	S 1°29'47" E	25.00	L133	S 89°53'36" W	21.33
L2	N 42°15'08" W	11.18	L24	N 02°28'11" N	119.14	L46	S 42°34'26" W	10.89	L68	INTERNATIONALLY DELETED		L112	S 29°24'59" E	63.04	L134	S 43°29'19" W	37.39
L3	S 42°33'49" W	21.33	L25	N 36°48'55" E	29.95	L47	S 42°30'25" W	16.34	L69	N 02°28'11" W	31.82	L113	S 24°06'53" E	8.81	L135	S 67°30'59" W	12.44
L4	N 42°15'08" W	11.18	L26	N 49°43'00" E	29.83	L48	S 02°28'11" W	10.00	L70	N 64°34'56" E	45.78	L114	S 82°21'51" E	11.57	L136	N 76°00'00" W	10.34
L5	N 42°15'08" E	22.70	L27	N 89°33'49" E	62.12	L49	N 02°28'11" W	15.48	L71	N 79°13'04" W	31.35	L115	S 24°10'43" E	27.87	L137	S 71°10'43" W	12.89
L6	S 42°15'08" W	20.89	L28	N 02°28'11" W	62.85	L50	N 73°54'04" E	6.15	L72	S 44°21'06" E	29.15	L116	N 10°00'10" E	20.03	L138	S 22°42'44" W	28.79
L7	S 42°15'08" W	20.89	L29	N 02°28'11" W	36.67	L51	N 72°34'58" W	18.32	L73	S 14°22'27" W	28.42	L117	N 89°40'42" E	3.87	L139	S 13°14'41" W	15.67
L8	N 42°33'49" E	21.33	L30	N 02°28'11" W	44.92	L52	S 62°52'40" W	27.21	L74	S 44°21'06" E	19.41	L118	N 42°28'19" W	16.98	L140	N 42°28'19" W	29.27
L9	N 42°33'49" E	21.33	L31	N 44°31'48" E	35.51	L53	N 44°30'59" E	21.84	L75	S 04°01'23" E	16.17	L119	N 16°55'02" W	10.98	L141	N 42°28'19" W	29.27
L10	N 42°33'49" E	21.33	L32	N 86°12'26" W	44.92	L54	N 32°59'25" W	53.82	L76	N 70°01'57" W	24.42	L120	N 04°31'55" E	14.77	L142	S 08°22'05" W	31.01
L11	N 42°33'49" E	21.33	L33	S 42°15'08" W	17.75	L55	N 35°11'15" W	19.09	L77	N 42°27'08" E	16.43	L121	N 07°48'55" E	41.87	L143	N 07°48'55" E	41.87
L12	S 42°33'49" E	21.33	L34	S 08°18'31" E	47.00	L56	S 89°33'49" W	15.99	L78	N 02°28'11" W	20.20	L122	S 11°36'14" W	63.80	L144	N 02°28'11" W	14.16
L13	S 42°33'49" E	21.33	L35	N 82°00'00" E	22.00	L57	N 79°20'06" W	7.22	L79	N 82°00'00" E	16.06	L123	N 82°00'00" E	16.06	L145	N 13°20'00" E	9.05
L14	S 42°33'49" E	21.33	L36	S 42°00'00" W	80.56	L58	S 36°48'42" W	34.42	L80	S 11°59'22" W	11.39	L124	N 89°28'22" W	23.10	L146	S 25°57'59" E	10.39
L15	S 42°33'49" E	21.33	L37	N 42°00'00" W	12.41	L59	S 02°11'48" E	4.55	L81	S 02°11'48" E	33.50	L125	N 04°00'00" E	33.50			
L16	S 42°33'49" E	21.33	L38	N 42°00'00" W	67.50	L60	N 58°10'51" W	43.08	L82	S 48°12'08" E	32.89	L126	N 28°49'07" E	20.75			
L17	S 42°33'49" E	21.33	L39	N 92°00'00" E	18.28	L61	S 70°51'05" W	16.00	L83	S 70°51'05" W	16.00	L127	N 04°00'00" E	20.24			
L18	S 42°33'49" E	21.33	L40	S 06°18'24" W	39.39	L62	N 12°02'00" E	14.37	L84	N 70°08'20" W	14.37	L128	N 65°45'03" W	22.78			
L19	N 42°33'49" E	21.33	L41	S 01°28'11" W	39.87	L63	N 29°14'49" E	8.29	L85	N 29°14'49" E	8.29	L129	S 39°33'24" W	34.48			
L20	S 02°28'11" W	36.54	L42	S 46°48'45" E	12.16	L64	S 12°47'39" W	59.16	L86	S 12°47'39" W	59.16	L130	S 12°47'39" W	59.16			
L21	N 89°33'49" E	25.00	L43	S 33°31'48" W	40.85	L65	S 19°29'08" E	14.41	L87	S 19°29'08" E	14.41	L131	S 03°16'15" E	8.30			
L22	N 42°30'25" W	20.00	L44	S 34°10'51" E	49.00	L66	S 02°32'33" W	22.67	L88	S 02°32'33" W	22.67	L132	S 86°41'09" W	8.42			

FINAL PLAT

SYCAMORE COVE
 LOTS 1-31, 32X, 33X, BLOCK A
 LOTS 1-10, 12X, 11X, BLOCK C
 LOTS 1-30, 6X, BLOCK D
 LOTS 1-4, BLOCK E
 LOTS 1-10, 11X, BLOCK F

ROSS AREA: 1,412,496 SQ. FT. / 32,426 ACRES
 ROW DEDICATION: 340,252 SQ. FT. / 7,811 ACRES
 NET AREA: 1,072,244 SQ. FT. / 24,615 ACRES

JOHN MALONY SURVEY,
 ABSTRACT NO. 819
 TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

PAGE 3 OF 3
 MARCH 25, 2021



OWNER
 Sycamore Cove-Hickory Creek L.P.
 1501 LBJ Freeway, Suite 300
 Farmers Branch, Texas 75234
 Contact: Thomas Fritsch, P.E.
 Phone: _____

ENGINEER
 Kinley-Hern and Associates, Inc.
 1975 Richardson Drive, 255
 Frisco, Texas 75034
 Contact: Paul Hubert
 Phone: 972-335-3580

SURVEYOR
 Adams Surveying Company, LLC.
 1975 Richardson Drive, 255
 Frisco, Texas 75034
 Contact: Paul Hubert
 Phone: (469) 317-0250

BP/L5 Firm Registration No. 10177500

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0329-__**

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 TO AMEND AND EXTEND A CONTRACT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND WATERTOYZ, LLC; 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 to Amend and Extend by and between the Town of Hickory Creek, Texas and WaterToyz, LLC (hereinafter the "Agreement") for the use of the Town’s public property to access Lake Lewisville and certain economic development matters, 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 29th day of March 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

AGREEMENT TO AMEND AND EXTEND

THIS AGREEMENT TO AMEND AND EXTEND is by and between the Town of Hickory Creek (“Town”) and Watertoyz, LLC (“Watertoyz”) (collectively the “Parties”), to extend the Original Agreement, as defined below.

WITNESSETH

WHEREAS, the Town is a Type A general law municipality, duly incorporated under the laws and Constitution of the State of Texas; and

WHEREAS, the Town entered into an original agreement (the “Original Agreement”) with Watertoyz on May 21, 2019;

WHEREAS, the Town and Watertoyz amended the Original Agreement on April 27, 2020, and on July 27, 2020 (the “Amendments”);

WHEREAS, the Parties now desire to amend the Original Agreement and Amendments as follows:

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and for other good and valuable consideration described herein, the Parties agree that:

1. Original Agreement and Amendments shall be extended to May 21, 2022.
2. All other provisions of the Original Agreement and Amendments not in conflict with this Agreement to Amend and Extend are hereby ratified.

IN WITNESS WHEREOF, the Parties enter into this Agreement on the 29th day of March, 2021.

Watertoyz, LLC

Gabriel G. Angeri, Managing Member

TOWN OF HICKORY CREEK

Lynn C. Clark, Mayor



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

March 25, 2021
AVO 037638.121

Mr. John Smith
Town Administrator
Town of Hickory Creek
1070 Ronald Reagan Ave
Hickory Creek, TX 75065

Re: Town of Hickory Creek FY 2021 Capital Outlay Project – Bid # 2021-02

Dear Mr. Smith:

Bids were opened on the above-referenced project on Monday, March 22, 2021, at the Town of Hickory Creek. Six (6) bids were received, and they ranged from a total high bid of \$484,150.00 to a total low bid of \$319,108.50. Don Smith Concrete, LLC was the apparent low bidder. During the bid tabulation preparation, it was discovered that Don Smith excluded Bid Item 18 – “Additional Sawcut, Remove, and Replace 4-inch Thick, 3,600 PSI Portland Cement” from their bid total. Rectification of this exclusion changes Don Smith’s low bid to \$321,268.50, which does not change the bid outcome.

Halff Associates contacted Patrick Neismith with Rockwall County on March 24, 2021 concerning Don Smith’s performance on their “Chisholm Trail Paving Improvements” Project. Mr. Neismith mentioned that he was impressed with Don Smith’s performance. He stated that Don Smith was able to execute the project on time and with no change orders. He emphasized the fact that, if a problem presented itself, Don Smith acknowledged and resolved it in a timely manner.

Halff Associates contacted Greg Saunders with the City of Cleburne on March 24, 2021 concerning Don Smith’s performance on their “43rd Year Crowley Paving Improvements” Project. Mr. Saunders mentioned that, even though the project occurred 3 years ago, he remembers the extraordinary job performed by Don Smith. He stated that the project “went very well from all aspects.” Mr. Saunders stated that, as it is the case in all project, problems presented themselves, but Don Smith was able to identify and correct them in a timely manner.

Halff Associates contacted Josh Brockett with the City of Cleburne on March 24, 2021 concerning Don Smith’s performance on their “Concrete Sidewalk and Culvert Crossings” Project. Mr. Brockett mentioned that Don Smith was cooperative when it came to change orders pertaining the project. He stated that Don Smith worked well with approximately a dozen residents surrounding the project area without any conflicts.

All three references contacted agreed on the fact that Don Smith Concrete, LLC works well with residents and business owners, assures that safety is the number one priority on site, and aims to finish scope of work on or ahead of time.

In relation to bidding requirements Don Smith appears to have submitted the following documents and bonds necessary for consideration:



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

- A Bid Bond backed by Insurers Indemnity Company in the appropriate 5% amount
- A notarized and signed Proposal Form acknowledging all addendums. (Please note that mathematical errors were discovered and rectified in our certified bid tabulations. These mathematical errors did not negatively impact the low bidder selection.)
- A signed Vendor Compliance to State Law form
- A signed Contractor Compliance to Texas Sales Tax Code

The following documents were excluded from the bid package but are not required for bid consideration:

- A signed and notarized Form TCG 2270
- A Completed TEC 1295
- A Performance Bond
- A Payment Bond
- A Maintenance Bond
- A Certificate of Insurance

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

Please call me at (817) 764-7441 if you have any questions or comments.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Lee T. Williams".

Lee Williams, P.E.

Town of Hickory Creek
Public Works
Bid Tabulations
Capital Outlay Project
BID DATE: March 22, 2021

Bidder			Don Smith Concrete, LLC	Lukas Group, LLC	HSQ Construction, LLC	GROD Construction, LLC	Urban Infraconstruction, LLC	New World Contracting, LLC								
Address			PO Box 1613 Midlothian, TX 76065	8004 White Stallion Trl McKinney, TX 75070	PO Box 250771 Plano, TX 75025	889 E. Rock Island Avenue Boyd, TX 76023	2512 Gravel Dr Fort Worth, TX 76118	11127 Shady Trail, Suite 104 Dallas, TX 75229								
Guarantee: BB-Bid Bond CC-Cashiers Chk CTC-Cert Chk			BB Yes	BB Yes	BB Yes	BB Yes	BB Yes	BB Yes								
Addenda Acknowledged			Yes	Yes	Yes	Yes	Yes	Yes								
Director of Public Works: Jeffrey McSpedden																
Bidlist Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value	
Section I- Base Construction																
1	Mobilization and General Site Preparation	LS	1	\$15,298.50	\$15,298.50	\$14,000.00	\$14,000.00	\$15,650.00	\$15,650.00	\$17,000.00	\$17,000.00	\$12,500.00	\$12,500.00	\$23,000.00	\$23,000.00	
2	Barricades, Warning, and Detour Signs, and Traffic Handling	MO	7	\$500.00	\$3,500.00	\$2,500.00	\$17,500.00	\$3,200.00	\$22,400.00	\$2,500.00	\$17,500.00	\$3,000.00	\$21,000.00	\$19,000.00	\$133,000.00	
3	Sawcut, Remove and Replace Existing Concrete Curb and Gutter	LF	308	\$40.00	\$12,320.00	\$45.00	\$13,860.00	\$70.00	\$21,560.00	\$51.00	\$15,708.00	\$105.00	\$32,340.00	\$75.00	\$23,100.00	
4	Sawcut, Remove, and Replace 7-inch Thick, 4,000 PSI Portland Cement Concrete	SY	1,121	\$130.00	\$145,730.00	\$105.00	\$117,705.00	\$75.00	\$84,075.00	\$100.00	\$112,100.00	\$121.00	\$135,641.00	\$100.00	\$112,100.00	
5	Sawcut, Remove, and Replace 8-inch Thick, 4,000 PSI Portland Cement Concrete	SY	274	\$135.00	\$36,990.00	\$130.00	\$35,620.00	\$80.00	\$21,920.00	\$122.00	\$33,428.00	\$121.00	\$33,154.00	\$105.00	\$28,770.00	
6	Sawcut, Remove, and Replace 4-inch Thick, 3,600 PSI Portland Cement Concrete	SY	252	\$85.00	\$21,420.00	\$82.00	\$20,664.00	\$65.00	\$16,380.00	\$105.00	\$26,460.00	\$225.00	\$56,700.00	\$110.00	\$27,720.00	
7	4-inch Thick, 3,600 PSI Portland Cement Concrete Sidewalk	SY	110	\$72.00	\$7,920.00	\$65.00	\$7,150.00	\$60.00	\$6,600.00	\$61.00	\$6,710.00	\$70.00	\$7,700.00	\$92.00	\$10,120.00	
8	4-inch Thick, 3,600 PSI Portland Cement Concrete Barrier Free Curb Ramp (Type 7)	EA	2	\$5,000.00	\$10,000.00	\$3,300.00	\$6,600.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00	\$2,160.00	\$4,320.00	
9	Adjust Existing Manhole to Grade	EA	1	\$515.00	\$515.00	\$2,200.00	\$2,200.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$2,415.00	\$2,415.00	
10	Adjust Existing Water Meter to Grade	EA	1	\$515.00	\$515.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$955.00	\$955.00	
11	Adjust Existing Fire Hydrant to Grade	EA	1	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$1,630.00	\$1,630.00	
12	Remove and Relocate Exist Fire Hydrant and Gate Valve	EA	1	\$8,000.00	\$8,000.00	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00	\$5,140.00	\$5,140.00	
13	Pavement Markings - Point Vista Road	LS	1	\$11,000.00	\$11,000.00	\$13,000.00	\$13,000.00	\$30,000.00	\$30,000.00	\$21,000.00	\$21,000.00	\$30,000.00	\$30,000.00	\$21,215.00	\$21,215.00	
14	Pavement Markings - Ronald Reagan Avenue	LS	1	\$13,000.00	\$13,000.00	\$9,000.00	\$9,000.00	\$25,000.00	\$25,000.00	\$19,000.00	\$19,000.00	\$20,000.00	\$20,000.00	\$19,705.00	\$19,705.00	
15	Pavement Marking - Turbevile Road	LS	1	\$20,000.00	\$20,000.00	\$37,000.00	\$37,000.00	\$61,000.00	\$61,000.00	\$55,000.00	\$55,000.00	\$50,000.00	\$50,000.00	\$48,560.00	\$48,560.00	
16	Additional Sawcut, Remove And Replace Existing Concrete Curb And Gutter	LF	100	\$30.00	\$3,000.00	\$45.00	\$4,500.00	\$70.00	\$7,000.00	\$51.00	\$5,100.00	\$105.00	\$10,500.00	\$75.00	\$7,500.00	
17	Additional Sawcut, Remove, and Replace 4,000 PSI Portland Cement Concrete	SY	100	\$64.00	\$6,400.00	\$130.00	\$13,000.00	\$80.00	\$8,000.00	\$110.00	\$11,000.00	\$121.00	\$12,100.00	\$105.00	\$10,500.00	
18	Additional Sawcut, Remove, and Replace 4-inch Thick, 3,600 PSI Portland Cement	SY	40	\$54.00	\$2,160.00	\$82.00	\$3,280.00	\$65.00	\$2,600.00	\$73.00	\$2,920.00	\$225.00	\$9,000.00	\$110.00	\$4,400.00	
Subtotal- Section 1 Base Construction				\$321,268.50		\$326,779.00		\$333,685.00		\$354,726.00		\$446,535.00		\$484,150.00		
Bid Summary																
TOTAL Section I- Base Construction				\$321,268.50		\$326,779.00		\$333,685.00		\$354,726.00		\$446,535.00		\$484,150.00		

Totals which differ from those presented in the original documents due to mathematical errors. Bid totals shown here have corrected those errors in favor of the correct mathematical computations with the unit prices governing. These errors do not negatively impact or change the bid outcome.

Town of Hickory Creek - Capital Outlay Project

Bid Opening: Monday, March 22, 2021

Town of Hickory Creek Public Works Director: Jeffrey McSpedden
 Half Associates, Inc. Project Manager: Jacob Hays, P.E.

Low Bidder

BID SUMMARY

	Don Smith Concrete, LLC	Lukas Group, LLC	HSQ Construction, LLC	GROD Construction, LLC	Urban Infraconstruction, LLC	New World Contracting, LLC
BASE BID	\$321,268.50	\$326,779.00	\$333,685.00	\$354,726.00	\$446,535.00	\$484,150.00
Bid Bond?	Yes	Yes	Yes	Yes	Yes	Yes
Addenda Acknowledged?	Yes	Yes	Yes	Yes	Yes	Yes

Bids Certified by:



Lee Williams, PE

Totals which differ from those presented in the original documents due to mathematical errors. Bid totals shown here have corrected those errors in favor of the correct mathematical computations with the unit prices governing. These errors do not negatively impact or change the bid outcome.



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

March 25, 2021
AVO 037638.120

Mr. John Smith
Town Administrator
Town of Hickory Creek
1070 Ronald Reagan Ave
Hickory Creek, TX 75065

Re: Town of Hickory Creek Shorehaven Drainage Project – Bid # 2021-03

Dear Mr. Smith:

Bids were opened on the above-referenced project on Monday, March 22, 2021, at the Town of Hickory Creek. Four (4) bids were received, and they ranged from a total high bid of \$260,000.00 to a total low bid of \$209,873.00. Capko Concrete Structure, LLC was the apparent low bidder for both the base and alternate bid and their base bid was the lowest of both options.

Halff Associates contacted Cody Richter with McKinney National Airport on March 23, 2021 concerning Capko's performance on their McKinney National Airport Drainage Improvements and Mass Channel Grading Project. Mr. Richter stated that Capko finished on time with minor issues that were identified, conveyed to the appropriate parties, and resolved immediately. Mr. Richter also mentioned that safety was evidently the number one priority for Capko Concrete Structures, LLC.

Halff Associates contacted Steven Cherry with the City of Richardson on March 23, 2021 concerning Capko's performance on their "North Yale Boulevard" Project. Mr. Cherry mentioned that Capko's performance was above average and experienced no problems throughout the duration of the project. Mr. Cherry stated that Capko delivered the project on time and with no change order requests. The conversation culminated with Mr. Cherry explaining that he was pleased with the final results and that they would be happy to work with Capko again.

Halff Associates contacted Reggie Johnson with the City of Irving on March 23, 2021 concerning Capko's performance on their "Kiwwest Debris Interceptors" Project. Mr. Johnson mentioned that Capko's performance was outstanding. He also mentioned that, throughout the duration of the project, Capko diligently worked with the project engineer and suggested ideas that eventually led to the early completion of the project.

All three references contacted agreed that Capko Concrete Structures, LLC works well with residents and business owners, assures that safety is the number one priority on site, and aims to finish the scope of work on or ahead of time.

In relation to bidding requirements Capko appears to have submitted the following documents and bonds necessary for consideration:

- A Bid Bond backed by Endurance American Insurance Company in the appropriate 5% amount
- A notarized and signed Proposal Form acknowledging all addendums with no mathematical errors in the bid value(s)



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

- A signed Vendor Compliance to State Law form
- A signed Contractor Compliance to Texas Sales Tax Code
- A signed and notarized Form TCG 2270

The following documents were excluded from the bid package but are not required for bid consideration:

- A Completed TEC 1295
- A Performance Bond
- A Payment Bond
- A Maintenance Bond
- A Certificate of Insurance

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

Please call me at (817) 764-7441 if you have any questions or comments.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Lee Williams". The signature is fluid and cursive, with a large initial "L" and "W".

Lee Williams, P.E.

Town of Hickory Creek
Public Works
Bid Tabulations
Shore Haven Drainage
BID DATE: March 22, 2021

Bidder				Capko Concrete Structures, LLC		HSQ Construction, LLC		GROD Construction, LLC		New World Contracting, LLC	
Address				PO Box 426 Azle, TX 76098 BB Yes		PO Box 250771 Plano, TX 75025 BB Yes		8890 E. Rock Island Avenue Boyd, TX 76023 BB Yes		11127 Shady Trail, Suite 104 Dallas, TX 75229 BB Yes	
Guarantee: BB-Bid Bond CC-Cashiers Chk CTC-Cert Chk Addenda Acknowledged Director of Public Works: Jeffrey McSpedden											
Bidlist Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value
Section I- Base Construction											
1	Site Preparation and Mobilization	LS	1	\$25,000.00	\$25,000.00	\$10,100.00	\$10,100.00	\$37,000.00	\$37,000.00	\$24,994.00	\$24,994.00
2	Construction Staking	LS	1	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$30,000.00	\$30,000.00
3	Locate All Existing Utilities on Site	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,600.00	\$2,600.00	\$15,000.00	\$15,000.00
4	Utility Marker Relocation	Ea	2	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00	\$550.00	\$1,100.00	\$1,000.00	\$2,000.00
5	Traffic Control	LS	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00
6	Removing Inlet	Ea	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$700.00	\$700.00	\$1,500.00	\$1,500.00
7	Removing Storm Drain Pipe (Variable Size)	LF	211	\$40.00	\$8,440.00	\$40.00	\$8,440.00	\$30.00	\$6,330.00	\$30.00	\$6,330.00
8	Earthwork	LS	1	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00	\$29,849.50	\$29,849.50
9	Full Depth Concrete Pavement Removal and Repair	SY	6	\$850.00	\$5,100.00	\$300.00	\$1,800.00	\$250.00	\$1,500.00	\$250.00	\$1,500.00
10	Trench Safety	LF	206	\$3.00	\$618.00	\$2.00	\$412.00	\$3.00	\$618.00	\$3.00	\$618.00
11	42 Inch Class III RCP	LF	142	\$270.00	\$38,340.00	\$360.00	\$51,120.00	\$275.00	\$39,050.00	\$250.00	\$35,500.00
12	42 Inch Class III RCP (Radius Pipe)	LF	64	\$280.00	\$17,920.00	\$360.00	\$23,040.00	\$300.00	\$19,200.00	\$250.00	\$16,000.00
13	Class C Concrete Collar	Ea	2	\$3,000.00	\$6,000.00	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00
14	12" Rock Rip Rap	CY	44	\$250.00	\$11,000.00	\$500.00	\$22,000.00	\$380.00	\$16,720.00	\$125.00	\$5,500.00
15	5" Concrete Riprap	CY	22	\$700.00	\$15,400.00	\$800.00	\$17,600.00	\$750.00	\$16,500.00	\$650.00	\$14,300.00
16	SWPPP	LS	1	\$9,000.00	\$9,000.00	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00	\$34,000.00	\$34,000.00
17	Block Sodding	SY	863	\$10.00	\$8,630.00	\$8.00	\$6,904.00	\$8.00	\$6,904.00	\$10.00	\$8,630.00
18	4" Topsoil	SY	863	\$10.00	\$8,630.00	\$4.00	\$3,452.00	\$7.00	\$6,041.00	\$8.00	\$6,904.00
19	Soil Retention Blanket (Various Classes and Types)	SY	759	\$5.00	\$3,795.00	\$15.00	\$11,385.00	\$10.00	\$7,590.00	\$5.50	\$4,174.50
20	Utility Relocation Allowance	Dol	5,000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
Subtotal- Section 1 Base Construction				\$209,873.00		\$212,153.00		\$236,853.00		\$260,000.00	
Section II: Alternate 1											
ALT-1	Site Preparation and Mobilization	LS	1	\$25,000.00	\$25,000.00	\$10,900.00	\$10,900.00	\$32,000.00	\$32,000.00	\$24,700.50	\$24,700.50
ALT-2	Construction Staking	LS	1	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$11,500.00	\$11,500.00
ALT-3	Locate All Existing Utilities on Site	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$15,000.00	\$15,000.00
4	Utility Marker Relocation	Ea	2	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00	\$550.00	\$1,100.00	\$1,000.00	\$2,000.00
5	Traffic Control	LS	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00
6	Removing Inlet	Ea	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$700.00	\$700.00	\$1,500.00	\$1,500.00
7	Removing Storm Drain Pipe (Variable Size)	LF	211	\$40.00	\$8,440.00	\$40.00	\$8,440.00	\$30.00	\$6,330.00	\$30.00	\$6,330.00
ALT-8	Earthwork	LS	1	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00	\$29,849.50	\$29,849.50
9	Full Depth Concrete Pavement Removal and Repair	SY	6	\$850.00	\$5,100.00	\$300.00	\$1,800.00	\$250.00	\$1,500.00	\$250.00	\$1,500.00
10	Trench Safety	LF	206	\$3.00	\$618.00	\$2.00	\$412.00	\$3.00	\$618.00	\$3.00	\$618.00
11	42 Inch Class III RCP	LF	142	\$270.00	\$38,340.00	\$360.00	\$51,120.00	\$275.00	\$39,050.00	\$250.00	\$35,500.00
12	42 Inch Class III RCP (Radius Pipe)	LF	64	\$280.00	\$17,920.00	\$360.00	\$23,040.00	\$300.00	\$19,200.00	\$250.00	\$16,000.00
13	Class C Concrete Collar	Ea	2	\$3,000.00	\$6,000.00	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00
14	12" Rock Rip Rap	CY	44	\$250.00	\$11,000.00	\$500.00	\$22,000.00	\$380.00	\$16,720.00	\$125.00	\$5,500.00
ALT-15	5" Concrete Riprap	CY	52	\$700.00	\$36,400.00	\$800.00	\$41,600.00	\$760.00	\$39,520.00	\$650.00	\$33,800.00
ALT-16	SWPPP	LS	1	\$9,000.00	\$9,000.00	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00	\$34,000.00	\$34,000.00
ALT-17	Block Sodding	SY	579	\$10.00	\$5,790.00	\$8.00	\$4,632.00	\$9.00	\$5,211.00	\$10.00	\$5,790.00
ALT-18	4" Topsoil	SY	579	\$10.00	\$5,790.00	\$4.00	\$2,316.00	\$8.00	\$4,632.00	\$8.00	\$4,632.00
ALT-19	Soil Retention Blanket (Various Classes and Types)	SY	488	\$5.00	\$2,440.00	\$15.00	\$7,320.00	\$10.00	\$4,880.00	\$5.50	\$2,684.00
20	Utility Relocation Allowance	Dol	5,000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
Subtotal-Section II- Alternate 1				\$223,838.00		\$229,480.00		\$239,161.00		\$254,104.00	
Bid Summary											
TOTAL Section I- Base Construction				\$209,873.00		\$212,153.00		\$236,853.00		\$260,000.00	
TOTAL Section II: Alternate 1				\$223,838.00		\$229,480.00		\$239,161.00		\$254,104.00	

Totals which differ from those presented in the original documents due to mathematical errors. Bid totals shown here have corrected those errors in favor of the correct mathematical computations with the unit prices governing. These errors do not negatively impact or change the bid outcome.

Town of Hickory Creek - Shore Haven Drainage

Bid Opening: Monday, March 22, 2021

Town of Hickory Creek Public Works Director: Jeffrey McSpedden
 Half Associates, Inc. Project Manager: Jacob Hays, P.E.

Low Bidder

BID SUMMARY

	Capko Concrete Structures, LLC	HSQ Construction, LLC	GROD Construction, LLC	New World Contracting, LLC
BASE BID	\$209,873.00	\$212,153.00	\$236,853.00	\$260,000.00
ALTERNATIVE 1	\$223,838.00	\$229,480.00	\$239,161.00	\$254,104.00
Bid Bond?	Yes	Yes	Yes	Yes
Addenda Acknowledged?	Yes	Yes	Yes	Yes

Bids Certified by:  _____
 Lee Williams, PE

Totals which differ from those presented in the original documents due to mathematical errors. Bid totals shown here have corrected those errors in favor of the correct mathematical computations with the unit prices governing. These errors do not negatively impact or change the bid outcome.

**TOWN OF HICKROY CREEK, TEXAS
ORDINANCE NO. 2021-03-_____**

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 home rule 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 four percent (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. If the Town is not permitted by applicable law to maintain such confidentiality, the Town shall notify the Cooperative of such fact at the time the Town requests any such information from the Cooperative or, in all other events, prior to receiving such information from the Cooperative. 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 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
RESOLUTION NO. 2021-0329-__**

**A RESOLUTION OF THE TOWN OF HICKORY CREEK, TEXAS,
HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY
CREEK, TEXAS, TO ACCEPT A VOLUNTARY PETITION FOR
ANNEXATION OF 10.044 ACRES OF REAL PROPERTY LOCATED IN
THE J. RAMSEY SURVEY, ABSTRACT NO.1075, DENTON COUNTY,
TEXAS AND PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, the Town Council has been presented with a Voluntary Annexation Petition (hereinafter “Petition”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, having been executed by the landowner the territory described in the Petition requesting that the Town extend its present municipal limits so as to include said territory; and

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

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

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

Section 1: That the Mayor of the Town of Hickory Creek, Texas, hereby approves the Annexation Petition of 10.044 acres of real property located in the J. Ramsey Survey, Abstract No. 1075, and more particularly described in the attached Exhibit "A", on behalf of the Town of Hickory Creek, Texas.

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 29th day of March, 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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0329-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF 10.044 ACRES OF CERTAIN PROPERTY LOCATED IN THE J. RAMSEY SURVEY, ABSTRACT NO. 1075, DENTON COUNTY, TEXAS BY THE TOWN OF HICKORY CREEK, TEXAS AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SAID PUBLIC HEARING AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: On the 26th day of April, 2021, at 6:00 p.m., in the Town Council Chamber of the Town Hall of the Town of Hickory Creek, Texas, the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the Town of Hickory Creek, Texas of the real property described on Exhibit A, which is incorporated herein for all purposes.

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 29th day of March, 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