



**NOTICE OF  
SPECIAL MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, MAY 11, 2026, 6:00 PM**

**AGENDA**

**Call to Order**

**Roll Call**

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

**Invocation**

**Presentation of Awards**

1. 2025 Business of the Year
2. 2026 Female Athlete of the Year
3. 2026 Male Athlete of the Year
4. 2026 Scholar of the Year
5. August Pruitt

**Proclamations**

6. National Police Week

**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 on both agenda and non-agenda items. 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 total for any and all items being presented. Public Comment 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.

## **Informational Item**

7. Update and discussion regarding Town of Hickory Creek v. Ronald Furtick

## **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.

8. March 2026 Council Meeting Minutes
9. March 2026 Financial Statements
10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, designating Chick-fil-A the 2025 Business of the Year.
11. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, designating Gwen McIntosh as the 2025 Citizen of the Year.
12. Consider and act on a resolution designating Karly Linneman as the 2026 Female Athlete of the Year.
13. Consider and act on a resolution designating Brayden Bragg as the 2026 Male Athlete of the Year.
14. Consider and act on a resolution designating Teresa Carruth as the 2026 Lake Dallas High School Scholar of the Year.
15. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and Fried Ribs and More LLC concerning leased premises for food truck.
16. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and Groovy Chicken & Waffles concerning leased premises for food truck.
17. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and Pans and Platters Corp. concerning leased premises for food truck.
18. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and Tacos Los Canelos concerning leased premises for food truck.
19. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and Wood Chopper S.W.A.G. LLC, concerning leased premises for food truck.
20. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas reappointing a presiding judge and an associate judge for Municipal Court of Record No. 1.

- [21.](#) Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Cynthia Burkett for municipal judge services.
- [22.](#) Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Kristen Homyk for municipal judge services.
- [23.](#) Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and between the Town of Hickory Creek and Kyocera Document Solutions concerning an equipment lease.
- [24.](#) Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute Amendment No.1 to an Interlocal Cooperative Agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning Carlisle Drive project.
- [25.](#) Consider and act on authorizing the Town Manager of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Texas Power Inspections concerning inspection services and the corresponding charges.
- [26.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and the U.S. Army Corps of Engineers, Fort Worth District, concerning increased law enforcement for Lewisville Lake lying within Hickory Creek, Texas.
- [27.](#) Consider and act on reappointments to the Arts and Culture Board.
- [28.](#) Consider and act on reappointments to Board of Adjustments.
- [29.](#) Consider and act on appointments to the Code of Ethics Board.
- [30.](#) Consider and act on reappointments to the Planning and Zoning Commission.
- [31.](#) Consider and act on reappointments to the Parks and Recreation Board.

### **Regular Agenda**

- [32.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, canvassing returns and declaring results of a General Election held May 2, 2026, for the purpose of electing a Mayor and Councilmembers to Place 2, and Place 4.
33. Presentation of Certificates of Election and Administration of Oaths of Office to candidates elected.
- [34.](#) Conduct a public hearing regarding an ordinance for the issuance of a Special Use Permit requested by Take 5 properties SPV LLC. on behalf of Victory at Hickory Creek, LLC to allow oil change, windshield wiper, air filter services and other ancillary fluid exchanges at 3080 FM 2181, otherwise known as Lennon II Addition, Blk A, Lot 2A, Town of Hickory Creek, Denton County, Texas and consider and act for the same.
- [35.](#) Consider and act on a final plat of Lots 2A & 2B, Block A, Lennon II Addition, being 1.258 acres out of the M.E.P. and P.R.R. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas, Denton County, Texas. The property is located in the 3080 block of FM 2181.

- [36.](#) Consider and act on a site and landscape plan for lot 2B, Block A, Lennon II Addition, being 0.644 acres out of the M.E.P. and P.R.R. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3080 block of FM 2181.
- [37.](#) Consider and act on a final plat of 104 Carlisle-Hickory Creek Addition Lot 1, Block A, being 3.164 acres of land situated in the Lowry Cobb Survey, Abstract No. 284, Town of Hickory Creek, Denton County, Texas. The property is located in the 700 block of S. Lake Dallas Drive.
- [38.](#) Consider and act on authorizing the Mayor of the Town of Hickory Creek, to execute an agreement for professional consulting services regarding 1930 Turbeville Road Town Property Project between the Town of Hickory Creek and Dunaway Associates, LLC.
- [39.](#) Consider and act on authorizing the Town Manager of the Town of Hickory Creek, Texas to execute a lease agreement by and between the Town of Hickory Creek, Texas and Responsive Education Solutions, a Texas 501(3) (c) non-profit corporation concerning utilizing land and amenities located at 1050 Ronald Reagan Avenue.
- [40.](#) Consider and act on authorizing the Town Manager of the Town of Hickory Creek, Texas, to execute a concessionaire agreement between the Town of Hickory Creek, Texas and JmaH WaterToyz, LLC.
- [41.](#) Consider and act on bids submitted for BID# 2026-02, Denton County Bond Streets - Phase 2.
42. Consider and act on appointment of Mayor Pro Tem.
43. Discussion regarding the 250th Anniversary of the United States of America.
- [44.](#) Discuss, consider, and act regarding Complaint filed pursuant to Article 1.05, Division 2 of the Code of Ordinances.

### **Executive Session**

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

### **Section 551.071**

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

45. Town of Hickory Creek, Texas v. Ronald Furtick, Ecclesiastical Equity, LP, and 1500 Turbeville Road, Hickory Creek, Texas, 75065.

### **Reconvene into Open Session**

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

### **Future Agenda Items**

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

### **Adjournment**

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on May 5, 2026 at 2:00 p.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

# Proclamation

by the

## Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Town of Hickory Creek Police Department; and
- WHEREAS,** since the first recorded death in 1786, there are currently more than 24,500 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and
- WHEREAS,** the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and
- WHEREAS,** 363 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 109 officers killed in 2025 and 254 officers killed in previous years; and
- WHEREAS,** the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 38<sup>th</sup> Candlelight Vigil, on the evening of May 13, 2026; and
- WHEREAS,** the Candlelight Vigil is part of National Police Week, which will be observed this year on May 11<sup>th</sup> – 16<sup>th</sup>; and
- WHEREAS,** May 15<sup>th</sup> is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

**NOW, THEREFORE,** I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim May 11<sup>th</sup> – May 16<sup>th</sup>, 2026 as National Police Week in the Town of Hickory Creek, and hereby publicly salute the service of law enforcement officers in our community and in communities across the nation.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 11<sup>th</sup> day of May, 2026.

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Lynn C. Clark, Mayor

ATTEST:

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Kristi K. Rogers, Town Secretary

**REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, MARCH 23, 2026**

**MINUTES**

**Call to Order**

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

**Roll Call**

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Nick Wohr

Councilmember Chris Gordon

Councilmember Ian Theodore arrived at 6:04 p.m.

Also in attendance:

John M. Smith, Jr., Town Manager

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Jeffrey McSpedden, Director of Public Works

Kaitlen Cerney, Town Attorney

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

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

**Invocation**

Councilmember Gibbons gave the invocation.

**Presentation of Awards**

1. Jim Zehetner

Mayor Clark presented an award to Jim Zehetner, honoring him for 20 years of service to the Town of Hickory Creek.

**Items of Community Interest**

The following safety update from Atmos Energy was read by Mayor Clark. The safety of Atmos Energy customers and communities is our highest priority. On March 22, Atmos Energy technicians identified a natural gas release on Lakewood Drive in Hickory Creek, and repairs to this portion of the system have been completed. Atmos Energy has taken multiple steps to confirm the safety of the system in the area.

The Parks and Recreation Board will hold a grand opening and ribbon cutting on April 20, 2026 at 6:30 p.m. for Maizy's Backyard Dog Park.

## **Town of Hickory Creek**

**March 23, 2026**

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Town of Hickory Creek will participate in the Operation Shore to Shore Clean Up on May 16, 2026 from 9:00 a.m. until 12:00 p.m. in Oakland Park.

### **Public Comment**

Ron Furtick, 1500 Turbeville Road, stated the ongoing legal dispute between himself and the town, is a “war” initiated by the current administration. He alleged the town’s attorneys made false claims in the initial filings and criticized what he characterized as a lack of strategic planning behind the lawsuit. He objects to the town’s requirements that he install new wastewater infrastructure, roads, parking, and storm drainage systems, arguing that those improvements would effectively modernize and permanently preserve the trailer park rather than support economic development. He stated residents would prefer redevelopment of the property into a walkable area with restaurants, retail, and office space that could generate jobs and increase sales tax revenue so property taxes will not increase. He is running for mayor and with voter support, the lawsuit could be settled, ending the war to begin building a future together. If voters support the current administration, he will comply with the requirements, upgrade the property, and operate it as a long-term income-generating trailer park.

Gloria Homans Furtick, 1500 Turbeville Road, stated that although she applied for permits to complete the sewer and electrical systems, the approvals had not been granted, and the Town is issuing daily fines for non-completion. She referenced sworn testimony from the Town’s Code Compliance Officer indicating the fines were directed by the Town Manager and stated that her husband was allegedly facing enforcement not applied to others. Their contractors are confused regarding the delays and suggested the situation may reflect unfair or targeted treatment. She also expressed concerns about the Town’s lack of development compared to nearby communities and stated dissatisfaction with the Town’s current direction and leadership.

Sharon Komorous, 305 Pimlico Drive, stated the need for transparency and community engagement in planning for the future use of the Olana Stables property. She expressed concerns about noise, lighting, parking, and maintaining low-impact use near residential areas. She requested consideration of fencing and landscaping to protect privacy and prevent public access through neighborhoods. She also noted concerns about spillover parking and stated that pond access within her community should remain limited to residents. She questioned the need for additional park space given nearby existing parks and asked for information on future community involvement in the planning process.

### **Consent Agenda**

2. February 2026 Council Meeting Minutes
3. February 2026 Financial Statements
4. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Chapter 7, Municipal Court, by the addition of new subsection 7.01001 (C).

## **Town of Hickory Creek**

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5. 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;" 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.
6. Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute Amendment No.1 to an Interlocal Cooperative Agreement between the Town of Hickory Creek, Texas and Denton County, Texas concerning roadway projects.
7. Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for Continuing Disclosure Services between the Town of Hickory Creek, Texas and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.

Motion made by Councilmember Gordon to approve consent agenda items 2-7, Seconded by Councilmember Theodore.

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

### **Regular Agenda**

8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, authorizing and approving the lease agreement by and between the Hickory Creek Economic Development Corporation, and Eric D. Ruth for a 0.503-acre tract of land.

John Smith, Town Manager and Eric Ruth, E. Ruth's Fine Catering, provided an overview of the food truck park concept and answered questions from the Town Council.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, authorizing and approving the lease agreement by and between the Hickory Creek Economic Development Corporation, and Eric D. Ruth for a 0.503-acre tract of land for no more than six trucks at any one time, Seconded by Mayor Pro Tem Kenney.

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

9. Consider and act on authorizing the Town Manager of the Town of Hickory Creek, Texas, to execute a concessionaire agreement between the Town of Hickory Creek, Texas and JmaH WaterToyz, LLC.

Motion made by Councilmember Theodore to table agenda item 9 until the next council meeting, Seconded by Councilmember Wohr.

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

**Town of Hickory Creek**

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10. Consider and act on authorizing the Mayor of the Town of Hickory Creek, to execute an agreement for professional consulting services regarding 1930 Turbeville Road Town Property Project between the Town of Hickory Creek and Dunaway Associates, LLC.

Elizabeth McIlrath Jarrell, Dunaway Associates, presented two options regarding the site and answered questions from the Town Council.

Motion made by Councilmember Theodore to table agenda item 10 until the next council meeting, Seconded by Councilmember Wohr.

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

11. Consider and act on bids submitted for BID# 2026-01, Leisure Center - Phase 1.

John Smith, Town Manager, and Jeffrey McSpedden, Director of Public Works provided an overview of the bids submitted and answered questions from the Town Council.

Motion made by Mayor Pro Tem Kenney to award BID# 2026-01, Leisure Center – Phase 1 to Warren Development not to exceed \$2,000,000.00, Seconded by Councilmember Gibbons.

Voting Yea: Mayor Pro Tem Kenney, Councilmember Gibbons, Councilmember Wohr, Councilmember Gordon.

Voting Abstaining: Councilmember Theodore. Motion passed.

12. Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement for professional services regarding Oakland Park - Phase I ESA between the Town of Hickory Creek and Halff Associates, Inc.

Motion made by Councilmember Gordon to authorize the Mayor to execute an agreement for professional services regarding Oakland Park - Phase I ESA between the Town of Hickory Creek and Halff Associates, Inc. with a do not exceed amount of \$10,700.00, Seconded by Councilmember Theodore.

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

13. Consider and act on authorizing the Town Manager of the Town of Hickory Creek, to execute a proposal from Holbrook Asphalt Co. to install "HA5" High Density Mineral Bond to streets within Harbor Grove Estates and Harmony Lane.

Motion made by Mayor Pro Tem Kenney to approve the proposal from Holbrook Asphalt Co. not to exceed \$160,000.00 to install "HA5" High Density Mineral Bond to streets within Harbor Grove Estates and Harmony Lane, Seconded by Councilmember Gibbons.

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

14. Consider and act on the 2025 Business of the Year.

Motion made by Mayor Pro Tem Kenney to nominate Chick-fil-A for the 2025 Business of the Year for Hickory Creek, Seconded by Councilmember Wohr.

**Town of Hickory Creek**

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

15. Consider and act on the 2025 Citizen of the Year.

Motion made by Councilmember Gordon nominate Gwen Grimsley-McIntosh for the 2025 Citizen of the Year, Seconded by Councilmember Theodore.

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

16. Discussion regarding naming future town facilities located at 1050 Ronald Reagan Avenue and 1930 Turbeville Road.

Discussion was held regarding naming future town facilities located at 1050 Ronald Reagan Avenue and 1930 Turbeville Road.

17. Receive update from John Smith, Town Manager, regarding the Pratt Nature Preserve & Observatory and discuss same.

John Smith, Town Manager, updated the Town Council on the Observatory. The telescope will be mounted soon, with a potential ribbon-cutting planned for June.

**Executive Session**

In accordance with Texas Government Code, Chapter 551, the Town Council convened into executive session at 8:55 p.m. to discuss the following matters.

**Section 551.071**

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

18. Town of Hickory Creek, Texas v. Ronald Furtick, Ecclesiastical Equity, LP, and 1500 Turbeville Road, Hickory Creek, Texas, 75065.

**Reconvene into Open Session**

The Town Council reconvened into open session at 9:17 p.m.

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

No action taken.

**Future Agenda Items**

The following item was requested: update regarding animal services interlocal.

**Town of Hickory Creek**

**March 23, 2026**

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**Adjournment**

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

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

The meeting did then stand adjourned at 9:18 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

## Town of Hickory Creek

## Balance Sheet

As of March 31, 2026

	<u>Mar 31, 26</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Bank OZK - General Fund	4,050.37
BOA - Animal Shelter Fund	28,724.62
BOA - Drug Forfeiture	155,268.52
BOA - Drug Seizure	1,543.62
BOA - General Fund	60,112.51
BOA - Parks and Recreation	251,651.25
BOA - Payroll	510.00
BOA - Police State Training	5,194.26
Logic 2020 CO's	974.78
Logic Animal Shelter Facility	11,411.44
Logic Coronavirus Recovery Fund	56,128.78
Logic Harbor Ln-Sycamore Bend	95,757.92
Logic Investment Fund	7,700,735.09
Logic Turbeville Road	113,034.26
<b>Total Checking/Savings</b>	<u>8,485,097.42</u>
<b>Accounts Receivable</b>	
Municipal Court Payments	23,828.90
<b>Total Accounts Receivable</b>	<u>23,828.90</u>
<b>Total Current Assets</b>	<u>8,508,926.32</u>
<b>TOTAL ASSETS</b>	<u><b>8,508,926.32</b></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00

Town of Hickory Creek  
Profit & Loss  
March 2026

	<u>Mar 26</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	23,154.46
4004 M&O Penalties & Interest	1,486.64
4006 Delinquent M&O	-1,830.27
4008 I&S Debt Service	10,242.36
4010 I&S Penalties & Interest	631.58
4012 Delinquent I&S	-869.62
Total Ad Valorem Tax Revenue	32,815.15
Building Department Revenue	
4102 Building Permits	33,185.60
4104 Certificate of Occupancy	1,250.00
4106 Contractor Registration	375.00
4112 Health Inspections	460.00
4122 Septic Permits	500.00
4124 Sign Permits	850.00
4128 Variance Fee	750.00
Total Building Department Revenue	37,370.60
Franchise Fee Revenue	
4220 Solid Waste	5,850.45
Total Franchise Fee Revenue	5,850.45
Interest Revenue	
4330 General Fund Interest	6.11
4332 Investment Interest	26,023.71
Total Interest Revenue	26,029.82
Miscellaneous Revenue	
4502 Animal Adoption & Impound	547.00
4506 Animal Shelter Donations	52.00
4508 Annual Park Passes	817.68
4510 Arrowhead Park Fees	2,735.00
4518 Drug Forfeiture	20,280.00
4520 Drug Seizure	1,531.94
4526 Mineral Rights	346.74
4530 Other Receivables	589.80
4534 PD State Training	2,875.12
4536 Point Vista Park Fees	360.00
4550 Sycamore Bend Fees	2,260.00
4568 Opiod Settlements	1,275.20
Total Miscellaneous Revenue	33,670.48
Municipal Court Revenue	
4602 Building Security Fund	30.93
4604 Citations	93,335.03
4606 Court Technology Fund	41.24
4608 Jury Fund	50.71
4610 Truancy Fund	2,574.42
4612 State Court Costs	41,049.30
4614 Child Safety Fee	75.00
4616 CBSTF	4,583.31
Total Municipal Court Revenue	141,739.94
Sales Tax Revenue	
4702 Sales Tax General Fund	186,353.92
4706 Sales Tax 4B Corporation	26,621.99
4708 Sales Tax Mixed Beverage	2,756.56
Total Sales Tax Revenue	215,732.47
Total Income	493,208.91
Gross Profit	493,208.91
Expense	
Capital Outlay	

**Town of Hickory Creek**  
**Profit & Loss**  
**March 2026**

	<u>Mar 26</u>
5010 Street Maintenance	503.52
5022 Parks and Rec Improvements	27,713.10
5032 Denton County TRIP22	-210,728.12
<b>Total Capital Outlay</b>	<u>-182,511.50</u>
<b>Debt Service</b>	
5114 2020 C.O. Series	550.00
<b>Total Debt Service</b>	<u>550.00</u>
<b>General Government</b>	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	3,890.08
5208 Copier Rental	392.19
5210 Dues & Memberships	450.00
5212 EDC Tax Payment	26,621.99
5216 Volunteer/Staff Events	372.68
5218 General Communications	471.00
5222 Office Supplies & Equip.	194.21
5224 Postage	1,003.00
5228 Town Council/Board Expense	176.72
<b>Total General Government</b>	<u>33,586.87</u>
<b>Municipal Court</b>	
5312 Court Technology	43.84
5318 Merchant Fees/Credit Cards	-909.39
5322 Office Supplies/Equipment	439.30
5328 Travel Expense	14.50
5332 Warrants Collected	-4,984.44
<b>Total Municipal Court</b>	<u>-5,396.19</u>
<b>Parks and Recreation</b>	
5408 Tanglewood Park	49.35
<b>Total Parks and Recreation</b>	<u>49.35</u>
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	367.30
5434 Harbor Grove	26.99
5436 Point Vista	303.43
5438 Sycamore Bend	247.47
<b>Total Parks Corps of Engineer</b>	<u>945.19</u>
<b>Personnel</b>	
5502 Administration Wages	35,132.15
5504 Municipal Court Wages	9,064.44
5506 Police Wages	120,831.64
5507 Police Overtime Wages	5,896.00
5508 Public Works Wages	21,338.41
5509 Public Works Overtime Wage	295.88
5510 Health Insurance	29,088.13
5514 Payroll Expense	2,871.64
5518 Retirement (TMRS)	29,712.78
5522 Workman's Compensation	2,641.00
<b>Total Personnel</b>	<u>256,872.07</u>
<b>Police Department</b>	
5602 Auto Gas & Oil	4,359.39
5606 Auto Maintenance & Repair	3,654.33
5612 Computer Hardware/Software	2,209.74
5614 Crime Lab Analysis	230.00
5616 Drug Forfeiture	-11,088.00
5626 Office Supplies/Equipment	283.63
5630 Personnel Equipment	430.47
5636 Uniforms	2,179.91
5640 Training & Education	2,178.28
5648 K9 Unit	4,149.31
5650 Task Force Forfeiture	150.00

**Town of Hickory Creek**  
**Profit & Loss**  
**March 2026**

	<b>Mar 26</b>
<b>Total Police Department</b>	8,737.06
<b>Public Works Department</b>	
5706 Animal Control Supplies	389.30
5708 Animal Control Vet Fees	191.99
5710 Auto Gas & Oil	1,901.53
5714 Auto Maintenance/Repair	4,339.65
5724 Equipment Maintenance	348.46
5726 Equipment Rental	924.04
5728 Equipment Supplies	39.63
5732 Office Supplies/Equipment	105.23
5734 Communications	599.26
5738 Training	150.00
5742 Uniforms	179.32
<b>Total Public Works Department</b>	9,168.41
<b>Services</b>	
5802 Appraisal District	4,816.26
5804 Attorney Fees	98,844.70
5818 Inspections	4,502.00
5820 Fire Service	242,674.00
5822 Legal Notices/Advertising	668.72
5824 Library Services	210.90
5826 Municipal Judge	1,160.00
5828 Printing	266.93
<b>Total Services</b>	353,143.51
<b>Utilities &amp; Maintenance</b>	
5902 Bldg Maintenance/Supplies	13,182.73
5904 Electric	3,704.91
5906 Gas	582.40
5908 Street Lighting	4,270.37
5910 Telecom	411.59
5912 Water	5,529.14
<b>Total Utilities &amp; Maintenance</b>	27,681.14
<b>Total Expense</b>	502,825.91
<b>Net Ordinary Income</b>	-9,617.00
<b>Net Income</b>	-9,617.00

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 49.98%**  
**October 2025 through March 2026**

	Oct '25 - Mar ...	Budget	% of Bu...
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	1,859,912.98	1,907,287.00	97.5%
4004 M&O Penalties & Interest	2,604.57	4,500.00	57.9%
4006 Delinquent M&O	-338.02	1,000.00	-33.8%
4008 I&S Debt Service	814,983.35	843,692.00	96.6%
4010 I&S Penalties & Interest	1,105.94	3,000.00	36.9%
4012 Delinquent I&S	7,605.91	500.00	1,521.2%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,685,874.73</b>	<b>2,759,979.00</b>	<b>97.3%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	82,568.96	195,000.00	42.3%
4104 Certificate of Occupancy	4,000.00	3,000.00	133.3%
4106 Contractor Registration	2,328.00	3,500.00	66.5%
4108 Preliminary/Final Plat	4,250.00	0.00	100.0%
4110 Prelim/Final Site Plan	5,100.00	0.00	100.0%
4112 Health Inspections	9,200.00	11,960.00	76.9%
4122 Septic Permits	500.00	500.00	100.0%
4124 Sign Permits	1,450.00	2,250.00	64.4%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	3,500.00	1,500.00	233.3%
4130 Vendor Fee	275.00	325.00	84.6%
4132 Alarm Permit Fees	300.00	300.00	100.0%
<b>Total Building Department Revenue</b>	<b>113,471.96</b>	<b>218,535.00</b>	<b>51.9%</b>
<b>Franchise Fee Revenue</b>			
4214 Electric	171,148.03	175,000.00	97.8%
4216 Gas	0.00	95,000.00	0.0%
4218 Telecom	10,719.24	23,500.00	45.6%
4220 Solid Waste	36,370.45	65,000.00	56.0%
<b>Total Franchise Fee Revenue</b>	<b>218,237.72</b>	<b>358,500.00</b>	<b>60.9%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	33.56	25.00	134.2%
4332 Investment Interest	162,244.80	200,000.00	81.1%
<b>Total Interest Revenue</b>	<b>162,278.36</b>	<b>200,025.00</b>	<b>81.1%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	0.00	64,215.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>64,215.00</b>	<b>0.0%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	2,012.00	4,000.00	50.3%
4506 Animal Shelter Donations	14,646.77	2,000.00	732.3%
4508 Annual Park Passes	8,459.90	55,000.00	15.4%
4510 Arrowhead Park Fees	11,815.00	50,000.00	23.6%
4512 Beer & Wine Permit	0.00	150.00	0.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	6,271.66	0.00	100.0%
4520 Drug Seizure	1,531.94	0.00	100.0%
4524 Fund Balance Reserve	0.00	3,815,000.00	0.0%
4526 Mineral Rights	457.94	0.00	100.0%
4530 Other Receivables	-11,502.21	50,000.00	-23.0%
4534 PD State Training	2,875.12	0.00	100.0%
4536 Point Vista Park Fees	2,855.00	8,000.00	35.7%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	11,324.00	42,000.00	27.0%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
4564 Task Force Forfeiture	12,966.86	0.00	100.0%
4566 Interlocal Agreements	4,020.56	213,680.00	1.9%
4568 Opioid Settlements	1,275.20	0.00	100.0%
<b>Total Miscellaneous Revenue</b>	<b>69,009.74</b>	<b>4,239,830.00</b>	<b>1.6%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	1,264.57	0.00	100.0%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 49.98%**  
**October 2025 through March 2026**

05/05/26

Accrual Basis

	Oct '25 - Mar ...	Budget	% of Bu...
4604 Citations	403,093.94	675,000.00	59.7%
4606 Court Technology Fund	178.24	0.00	100.0%
4608 Jury Fund	384.60	200.00	192.3%
4610 Truancy Fund	11,673.39	0.00	100.0%
4612 State Court Costs	198,516.89	381,780.00	52.0%
4614 Child Safety Fee	1,038.57	800.00	129.8%
4616 CBSTF	22,591.84	41,715.00	54.2%
<b>Total Municipal Court Revenue</b>	<b>638,742.04</b>	<b>1,099,495.00</b>	<b>58.1%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	1,303,194.13	2,387,897.00	54.6%
4706 Sales Tax 4B Corporation	186,170.60	341,128.00	54.6%
4708 Sales Tax Mixed Beverage	20,262.99	38,000.00	53.3%
4710 Hotel Occupancy Tax	3,776.65	5,000.00	75.5%
Sales Tax Revenue - Other	0.00	0.00	0.0%
<b>Total Sales Tax Revenue</b>	<b>1,513,404.37</b>	<b>2,772,025.00</b>	<b>54.6%</b>
<b>Total Income</b>	<b>5,401,018.92</b>	<b>11,712,604.00</b>	<b>46.1%</b>
<b>Gross Profit</b>	<b>5,401,018.92</b>	<b>11,712,604.00</b>	<b>46.1%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	2,963.36	25,000.00	11.9%
5012 Streets & Road Improvement	-2,587.66	650,000.00	-0.4%
5022 Parks and Rec Improvements	2,042,226.37	2,498,844.00	81.7%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Vehicles	65,219.91	90,000.00	72.5%
5030 Broadband Initiative	0.00	0.00	0.0%
5030 Sycamore Bend Construction	0.00	0.00	0.0%
5032 Denton County TRIP22	1,958,830.71	550,000.00	356.2%
<b>Total Capital Outlay</b>	<b>4,066,652.69</b>	<b>3,813,844.00</b>	<b>106.6%</b>
<b>Debt Service</b>			
5110 2015 Refunding Bond Series	37,500.00	311,218.00	12.0%
5112 2015 C.O. Series	44,500.00	275,218.00	16.2%
5114 2020 C.O. Series	46,075.00	257,268.00	17.9%
<b>Total Debt Service</b>	<b>128,075.00</b>	<b>843,704.00</b>	<b>15.2%</b>
<b>General Government</b>			
5202 Bank Service Charges	90.00	200.00	45.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	19,556.74	60,000.00	32.6%
5208 Copier Rental	1,952.65	3,600.00	54.2%
5210 Dues & Memberships	1,334.35	3,800.00	35.1%
5212 EDC Tax Payment	186,179.20	341,128.00	54.6%
5214 Election Expenses	0.00	20,000.00	0.0%
5216 Volunteer/Staff Events	6,633.90	12,000.00	55.3%
5218 General Communications	20,180.39	32,000.00	63.1%
5222 Office Supplies & Equip.	897.71	3,000.00	29.9%
5224 Postage	3,786.31	5,000.00	75.7%
5226 Community Cause	1,400.00	3,500.00	40.0%
5228 Town Council/Board Expense	1,577.88	7,500.00	21.0%
5230 Training & Education	1,290.00	2,500.00	51.6%
5232 Travel Expense	616.66	2,500.00	24.7%
5234 Staff Uniforms	701.00	700.00	100.1%
5236 Transfer to Reserve	0.00	0.00	0.0%
<b>Total General Government</b>	<b>246,196.79</b>	<b>497,728.00</b>	<b>49.5%</b>
<b>Municipal Court</b>			
5302 Books & Subscriptions	-818.00	100.00	-818.0%
5304 Building Security	7,113.32	0.00	100.0%
5306 CBSTF	0.00	41,715.00	0.0%
5312 Court Technology	7,652.86	0.00	100.0%
5314 Dues & Memberships	75.00	200.00	37.5%
5318 Merchant Fees/Credit Cards	2,913.00	5,000.00	58.3%
5322 Office Supplies/Equipment	447.59	750.00	59.7%
5324 State Court Costs	167,650.60	381,780.00	43.9%
5326 Training & Education	350.00	1,000.00	35.0%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 49.98%**  
**October 2025 through March 2026**

	Oct '25 - Mar ...	Budget	% of Bu...
5328 Travel Expense	14.50	1,000.00	1.5%
5332 Warrants Collected	-1,533.21	2,500.00	-61.3%
<b>Total Municipal Court</b>	<b>183,865.66</b>	<b>434,045.00</b>	<b>42.4%</b>
<b>Parks and Recreation</b>			
5402 Events	195.00	1,500.00	13.0%
5408 Tanglewood Park	3,111.78	5,000.00	62.2%
5412 KHCB	0.00	500.00	0.0%
5414 Tree City USA	139.50	500.00	27.9%
5416 Town Hall Park	0.00	1,500.00	0.0%
<b>Total Parks and Recreation</b>	<b>3,446.28</b>	<b>9,000.00</b>	<b>38.3%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	6,156.32	20,000.00	30.8%
5434 Harbor Grove	503.24	4,500.00	11.2%
5436 Point Vista	3,801.59	12,000.00	31.7%
5438 Sycamore Bend	3,633.39	118,500.00	3.1%
<b>Total Parks Corps of Engineer</b>	<b>14,094.54</b>	<b>155,000.00</b>	<b>9.1%</b>
<b>Personnel</b>			
5502 Administration Wages	215,414.83	428,372.00	50.3%
5504 Municipal Court Wages	59,137.95	118,010.00	50.1%
5506 Police Wages	813,187.76	1,656,025.00	49.1%
5507 Police Overtime Wages	43,293.95	48,000.00	90.2%
5508 Public Works Wages	151,100.93	306,518.00	49.3%
5509 Public Works Overtime Wage	1,836.28	6,000.00	30.6%
5510 Health Insurance	165,690.74	330,590.00	50.1%
5512 Longevity	16,680.00	16,680.00	100.0%
5514 Payroll Expense	20,652.70	32,000.00	64.5%
5516 Employment Exams	1,635.00	2,500.00	65.4%
5518 Retirement (TMRS)	195,925.69	384,978.00	50.9%
5520 Unemployment (TWC)	112.40	3,500.00	3.2%
5522 Workman's Compensation	47,408.00	48,378.00	98.0%
5524 Contract Employment	5,670.00	30,000.00	18.9%
<b>Total Personnel</b>	<b>1,737,746.23</b>	<b>3,411,551.00</b>	<b>50.9%</b>
<b>Police Department</b>			
5602 Auto Gas & Oil	29,562.22	50,000.00	59.1%
5606 Auto Maintenance & Repair	51,032.74	65,000.00	78.5%
5610 Books & Subscriptions	512.28	600.00	85.4%
5612 Computer Hardware/Software	58,555.63	75,000.00	78.1%
5614 Crime Lab Analysis	3,752.60	4,000.00	93.8%
5616 Drug Forfeiture	-8,894.26	0.00	100.0%
5618 Dues & Memberships	651.60	500.00	130.3%
5626 Office Supplies/Equipment	1,034.97	2,000.00	51.7%
5630 Personnel Equipment	22,857.61	20,000.00	114.3%
5634 Travel Expense	1,224.75	1,500.00	81.7%
5636 Uniforms	8,971.50	12,000.00	74.8%
5640 Training & Education	17,578.63	15,000.00	117.2%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	293.25	1,500.00	19.6%
5648 K9 Unit	5,127.25	3,500.00	146.5%
5650 Task Force Forfeiture	850.00	0.00	100.0%
<b>Total Police Department</b>	<b>193,110.77</b>	<b>251,100.00</b>	<b>76.9%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	0.00	2,000.00	0.0%
5704 Animal Control Equipment	457.78	2,000.00	22.9%
5706 Animal Control Supplies	2,430.56	5,000.00	48.6%
5708 Animal Control Vet Fees	11,731.99	18,500.00	63.4%
5710 Auto Gas & Oil	10,482.76	20,000.00	52.4%
5714 Auto Maintenance/Repair	13,651.90	15,000.00	91.0%
5716 Beautification	49,711.53	216,102.00	23.0%
5718 Computer Hardware/Software	840.24	3,500.00	24.0%
5720 Dues & Memberships	35.00	450.00	7.8%
5722 Equipment	-575.02	2,500.00	-23.0%
5724 Equipment Maintenance	6,212.34	20,000.00	31.1%
5726 Equipment Rental	5,260.08	500.00	1,052.0%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 49.98%**  
**October 2025 through March 2026**

	Oct '25 - Mar ...	Budget	% of Bu...
5728 Equipment Supplies	2,650.45	5,000.00	53.0%
5732 Office Supplies/Equipment	251.39	1,500.00	16.8%
5734 Communications	1,799.49	4,500.00	40.0%
5738 Training	885.00	850.00	104.1%
5740 Travel Expense	1,324.00	2,000.00	66.2%
5742 Uniforms	1,218.85	2,500.00	48.8%
5748 Landscaping Services	11,458.60	90,000.00	12.7%
<b>Total Public Works Department</b>	<b>119,826.94</b>	<b>411,902.00</b>	<b>29.1%</b>
<b>Services</b>			
5802 Appraisal District	9,632.52	19,220.00	50.1%
5804 Attorney Fees	191,659.73	150,000.00	127.8%
5806 Audit	18,500.00	17,500.00	105.7%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	34,786.02	150,000.00	23.2%
5816 General Insurance	66,157.24	65,000.00	101.8%
5818 Inspections	16,348.00	42,000.00	38.9%
5820 Fire Service	728,020.00	970,692.00	75.0%
5822 Legal Notices/Advertising	2,697.56	4,000.00	67.4%
5824 Library Services	768.10	1,200.00	64.0%
5826 Municipal Judge	6,947.00	15,000.00	46.3%
5828 Printing	1,095.09	2,500.00	43.8%
5830 Tax Collection	3,938.13	4,000.00	98.5%
5832 Computer Technical Support	49,581.49	46,000.00	107.8%
5838 DCCAC	2,400.00	2,400.00	100.0%
5840 Denton County Dispatch	0.00	40,382.00	0.0%
5842 Denton County MHMR	0.00	3,200.00	0.0%
5846 Span Transit Services	0.00	10,000.00	0.0%
5848 Recording Fees	0.00	500.00	0.0%
<b>Total Services</b>	<b>1,132,530.88</b>	<b>1,546,344.00</b>	<b>73.2%</b>
<b>Special Events</b>			
6012 Special Events	18,076.34	25,000.00	72.3%
<b>Total Special Events</b>	<b>18,076.34</b>	<b>25,000.00</b>	<b>72.3%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	67,056.01	200,586.00	33.4%
5904 Electric	17,509.31	25,000.00	70.0%
5906 Gas	2,455.71	3,000.00	81.9%
5908 Street Lighting	25,440.34	42,000.00	60.6%
5910 Telecom	12,909.40	17,800.00	72.5%
5912 Water	12,676.13	25,000.00	50.7%
<b>Total Utilities &amp; Maintenance</b>	<b>138,046.90</b>	<b>313,386.00</b>	<b>44.1%</b>
<b>Total Expense</b>	<b>7,981,669.02</b>	<b>11,712,604.00</b>	<b>68.1%</b>
<b>Net Ordinary Income</b>	<b>-2,580,650.10</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>-2,580,650.10</b>	<b>0.00</b>	<b>100.0%</b>

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**March 2026**

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5022 Parks and Rec Improvements</b>				
Check	03/05/2026	ACH	Half Associates, Inc.	6,263.53
Check	03/05/2026	ACH	Coca Construction, LLC.	6,300.00
Bill	03/05/2026	Inv #...	Dog On It Parks	12,260.70
Check	03/10/2026		Central North Construction LLC	2,601.00
Total 5022 Parks and Rec Improvements				27,425.23
Total Capital Outlay				27,425.23
<b>General Government</b>				
<b>5206 Computer Hardware/Software</b>				
Check	03/17/2026	Debit	Intuit Quickbooks	3,486.73
Total 5206 Computer Hardware/Software				3,486.73
<b>5212 EDC Tax Payment</b>				
Check	03/17/2026		Hickory Creek Economic Develop...	26,621.99
Total 5212 EDC Tax Payment				26,621.99
<b>5224 Postage</b>				
Check	03/31/2026		Quadient Finance USA, Inc	1,003.00
Total 5224 Postage				1,003.00
Total General Government				31,111.72
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	03/05/2026		MetLife	2,841.94
Check	03/20/2026		Cigna	25,989.71
Total 5510 Health Insurance				28,831.65
<b>5518 Retirement (TMRS)</b>				
Check	03/13/2026		TMRS	29,712.78
Total 5518 Retirement (TMRS)				29,712.78
<b>5522 Workman's Compensation</b>				
Check	03/30/2026	Debit	TMLIRP	2,636.00
Total 5522 Workman's Compensation				2,636.00
Total Personnel				61,180.43
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	03/23/2026	Debit	Wright Express	4,359.39
Total 5602 Auto Gas & Oil				4,359.39
<b>5616 Drug Forfeiture</b>				
Deposit	03/30/2026		Deposit	-11,088.00
Total 5616 Drug Forfeiture				-11,088.00
<b>5640 Training &amp; Education</b>				
Bill	03/13/2026	Inv #...	City of Lewisville	1,343.43
Total 5640 Training & Education				1,343.43
<b>5648 K9 Unit</b>				
Check	03/03/2026	Debit	VCA Dallas Animal Specialty Hos...	3,625.60
Total 5648 K9 Unit				3,625.60
Total Police Department				-1,759.58
<b>Public Works Department</b>				
<b>5710 Auto Gas &amp; Oil</b>				
Check	03/23/2026	Debit	Wright Express	1,901.53

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**March 2026**

Type	Date	Num	Name	Amount
			Total 5710 Auto Gas & Oil	1,901.53
			<b>5714 Auto Maintenance/Repair</b>	
Bill	03/17/2026	Inv #...	Christian Brothers Automotive	2,072.12
			Total 5714 Auto Maintenance/Repair	2,072.12
			Total Public Works Department	3,973.65
			<b>Services</b>	
			<b>5802 Appraisal District</b>	
Bill	03/05/2026	Inv #...	Denton Central Appraisal District	4,816.26
			Total 5802 Appraisal District	4,816.26
			<b>5804 Attorney Fees</b>	
Bill	03/30/2026	Marc...	Boyle & Lowry, LLP	53,218.92
Bill	03/31/2026	Febr...	Boyle & Lowry, LLP	45,024.78
			Total 5804 Attorney Fees	98,243.70
			<b>5818 Inspections</b>	
Check	03/11/2026	ACH	Texas Power Inspections	3,750.00
			Total 5818 Inspections	3,750.00
			<b>5820 Fire Service</b>	
Check	03/19/2026	Debit	City of Corinth	242,673.00
			Total 5820 Fire Service	242,673.00
			<b>5826 Municipal Judge</b>	
Check	03/04/2026	ACH	The Law Office of Cynthia Burkett	1,050.00
			Total 5826 Municipal Judge	1,050.00
			Total Services	350,532.96
			<b>Utilities &amp; Maintenance</b>	
			<b>5902 Bldg Maintenance/Supplies</b>	
Check	03/05/2026	6918	David Mashburn	4,500.00
Bill	03/05/2026	Inv #...	National Business Furniture, LLC	1,109.20
Bill	03/25/2026	Inv #...	Merit Services	3,720.51
			Total 5902 Bldg Maintenance/Supplies	9,329.71
			<b>5904 Electric</b>	
Check	03/23/2026	Debit	Hudson Energy Services, LLC	3,704.91
			Total 5904 Electric	3,704.91
			<b>5908 Street Lighting</b>	
Check	03/23/2026	Debit	Hudson Energy Services, LLC	4,046.04
			Total 5908 Street Lighting	4,046.04
			<b>5912 Water</b>	
Bill	03/10/2026	Invoi...	Central North Construction LLC	4,240.88
			Total 5912 Water	4,240.88
			Total Utilities & Maintenance	21,321.54
			Total Expense	493,785.95
			Net Ordinary Income	-493,785.95
			<b>Net Income</b>	<b>-493,785.95</b>



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:** 03/01/2026 - 03/31/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.7875%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 3/31/26 WAS 0.999816.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			971.68
03/31/2026	MONTHLY POSTING	9999888	3.10	974.78
	ENDING BALANCE			974.78

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	971.68
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3.10
ENDING BALANCE	974.78
AVERAGE BALANCE	971.68

**ACTIVITY SUMMARY (YEAR-TO-DATE)**

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	9.04



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:** 03/01/2026 - 03/31/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.7875%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 3/31/26 WAS 0.999816.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			11,374.87
03/31/2026	MONTHLY POSTING	9999888	36.57	11,411.44
	ENDING BALANCE			11,411.44

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	11,374.87
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	36.57
ENDING BALANCE	11,411.44
AVERAGE BALANCE	11,374.87

**ACTIVITY SUMMARY (YEAR-TO-DATE)**

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	106.75



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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276016

**ACCOUNT NAME:** CORONAVIRUS LOCAL RECOVERY FUNDS

**STATEMENT PERIOD:** 03/01/2026 - 03/31/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.7875%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 3/31/26 WAS 0.999816.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			55,948.81
03/31/2026	MONTHLY POSTING	9999888	179.97	56,128.78
	ENDING BALANCE			56,128.78

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	55,948.81
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	179.97
ENDING BALANCE	56,128.78
AVERAGE BALANCE	55,948.81

**ACTIVITY SUMMARY (YEAR-TO-DATE)**

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	0.00	525.32



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:** 03/01/2026 - 03/31/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.7875%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 3/31/26 WAS 0.999816.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			95,450.89
03/31/2026	MONTHLY POSTING	9999888	307.03	95,757.92
	ENDING BALANCE			95,757.92

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	95,450.89
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	307.03
ENDING BALANCE	95,757.92
AVERAGE BALANCE	95,450.89

**ACTIVITY SUMMARY (YEAR-TO-DATE)**

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	896.17



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:** 03/01/2026 - 03/31/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.7875%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 3/31/26 WAS 0.999816.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			7,727,359.27
03/05/2026	ACH WITHDRAWAL	6191788	150,000.00 -	7,577,359.27
03/10/2026	WIRE WITHDRAWAL	6192098	2,601.00 -	7,574,758.27
03/19/2026	ACH DEPOSIT	6192347	600,000.00	8,174,758.27
03/30/2026	WIRE WITHDRAWAL	6192862	499,157.82 -	7,675,600.45
03/31/2026	MONTHLY POSTING	9999888	25,134.64	7,700,735.09
	ENDING BALANCE			7,700,735.09

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	7,727,359.27
TOTAL DEPOSITS	600,000.00
TOTAL WITHDRAWALS	651,758.82
TOTAL INTEREST	25,134.64
ENDING BALANCE	7,700,735.09
AVERAGE BALANCE	7,814,277.41

**ACTIVITY SUMMARY (YEAR-TO-DATE)**

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,675,000.00	1,557,687.83	69,992.53



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:** 03/01/2026 - 03/31/2026

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 3.7875%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 51 DAYS AND THE NET ASSET VALUE FOR 3/31/26 WAS 0.999816.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
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	BEGINNING BALANCE			112,671.86
03/31/2026	MONTHLY POSTING	9999888	362.40	113,034.26
	ENDING BALANCE			113,034.26

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	112,671.86
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	362.40
ENDING BALANCE	113,034.26
AVERAGE BALANCE	112,671.86

**ACTIVITY SUMMARY (YEAR-TO-DATE)**

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,057.82

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2026-0511-1**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, DESIGNATING THE 2025 BUSINESS OF THE YEAR AWARD.**

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

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE 2025 BUSINESS OF THE YEAR AWARD BE GIVEN TO CHICK-FIL-A.**

**PASSED AND APPROVED** by the Hickory Creek Town Council this 11<sup>th</sup> day of May, 2026.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Kristi Rogers, Town Secretary  
Town of Hickory Creek

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2026-0511-2**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, DESIGNATING THE 2025 CITIZEN OF THE YEAR AWARD.**

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE 2025 CITIZEN OF THE YEAR AWARD BE GIVEN TO GWEN MCINTOSH.**

**PASSED AND APPROVED** by the Hickory Creek Town Council this 11<sup>th</sup> day of May, 2026.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2026-0511-3**

**A RESOLUTION DESIGNATING THE FEMALE ATHLETE OF THE YEAR**

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

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

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

**WHEREAS**, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school athlete who has shown exceptional sportsmanship during the year to receive the distinguished honor of being formally recognized as **FEMALE ATHLETE OF THE YEAR FOR 2026**.

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

**PASSED AND APPROVED** by the Hickory Creek Town Council this 11<sup>th</sup> day of May, 2026.

**APPROVED:**

\_\_\_\_\_  
Lynn C. Clark, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2026-0511-4**

**A RESOLUTION DESIGNATING THE MALE ATHLETE OF THE YEAR**

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

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

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

**WHEREAS**, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school student who has shown exceptional sportsmanship during the year to receive the distinguished honor of being formally recognized as **MALE ATHLETE OF THE YEAR FOR 2026**.

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

**PASSED AND APPROVED** by the Hickory Creek Town Council this 11<sup>th</sup> day of May, 2026.

**APPROVED:**

\_\_\_\_\_  
Lynn C. Clark, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2026-0511-5**

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

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

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

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

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

**WHEREAS**, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school student who has shown excellence in areas of academics and leadership to receive the distinguished honor of being formally recognized as **LAKE DALLAS HIGH SCHOOL SCHOLAR OF THE YEAR FOR 2026**.

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

**PASSED AND APPROVED** by the Hickory Creek Town Council this 11<sup>th</sup> day of May, 2026.

**APPROVED:**

\_\_\_\_\_  
Lynn C. Clark, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary

**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2026-0511-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND FRIED RIBS AND MORE LLC CONCERNING LEASED PREMISES FOR FOOD TRUCK; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council desires to ratify an agreement between the Town of Hickory Creek, Texas and Fried Ribs and More LLC concerning leased premises for food truck; and

**WHEREAS**, all prerequisites for the approval of this Resolution have been met, including but not limited to the open meetings act; and

**WHEREAS**, the Town Council deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

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

**Section 1:** All matters stating hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**Section 2:** The Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and Fried Ribs and More LLC effective May 2, 2026, and attached hereto as Exhibit A.

**Section 3:** The resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 11<sup>th</sup> day of May, 2026.

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

## Lease Agreement

This Lease Agreement (hereinafter referred to as the “Lease”) is made and effective May 2, 2026, by and between the **TOWN OF HICKORY CREEK, TEXAS**, a Texas general-law municipality (hereinafter referred to as the “Landlord”) whose address for the purposes of this Lease is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065, and **FRIED RIBS AND MORE LLC** (hereinafter referred to as “Tenant”), whose address for the purposes of this Lease is 2436 Deer Run, Lewisville, Texas, 75067. Landlord has agreed to and hereby leases, demises and lets to Tenant, and Tenant has agreed to and hereby leases and takes from Landlord and the Leased Premises for the term hereinafter stated and subject to all of the provisions, covenants and conditions of this Lease.

### Section 1. Leased Premises.

1.1 Landlord is the owner of land and improvements consisting of an approximately 0.503 acre tract of land consisting of a **Part of Lot 5 , Block A of the IHOP Addition, and addition to the Town of Hickory Creek, Denton County, Texas**, as described and depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes (hereinafter referred to as “Leased Premises”). Landlord desires to lease a portion of the Leased Premises to Tenant, and Tenant desires to lease a portion of the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

### Section 2. Use of Leased Premises.

2.1 Landlord agrees to lease a portion of the Leased Premises to Tenant on a non-exclusive and space-available basis to locate and operate Tenant’s food truck. The portion of the Leased Premises being leased to Tenant consists of a marked and paved parking stall. Tenant agrees to use this portion of the Leased Premises to locate and operate a food truck. Further, Tenant agrees not to use or permit the use any of the Leased Premises for any purpose which is illegal or which, in Landlord’s sole opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Leased Premises.

2.2 Tenant will maintain the Leased Premises in a clean and healthful condition, and shall comply with all laws, orders, ordinances, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the Leased Premises during the use of the Leased Premises for public events.

2.3 Tenant shall adhere to the following requirements for the operation of its food truck.

- a. No food truck, their merchandise, advertising or seating shall obscure traffic visibility.
- b. No food truck operating under this Lease shall be allowed to sell or service food on any public streets, sidewalk or other public right of way unless approved in writing by the Landlord as part of a town sponsored special event.
- c. Food trucks and their associated equipment shall not operate in driveways, or fire lanes.

- d. A food truck may utilize outside seating consisting of a portable table and a maximum seating capacity of eight (8), within no more than one (1) additional parking space.
- e. All food trucks shall be equipped with a self-closing lidded, trash receptable. The trash receptable must be placed outside next to the food truck for use by the patrons of the Tenant. The area around the food truck shall be kept clean and free of litter, garbage, and debris within a designated space.
- f. All food trucks must be maintained in good working order, kept clean, and present a well-maintained appearance. The exterior of the food truck shall be free from patently offensive language, images, or materials that can be deemed inappropriate for public display.

**Section 3. Term.**

3.1 Subject to all of the terms and conditions set forth herein, or in any appendix hereto, the term of this Lease shall be for a period from **May 2, 2026** (the “Commencement Date”), and end at 11:59 p.m. on the date one (1) year from the Commencement Date, which is **May 1, 2027** (the “Termination Date”) or on such earlier date as this Lease may terminate as provided herein. Upon the expiration of the initial one (1) year term, this Lease may be renewed annually by mutual agreement of the parties.

**Section 4. Rent and Security Deposit.**

4.1 Tenant agrees to pay to Landlord or whomever the Landlord designates in writing, at the Landlord’s offices located at 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065, for the account of Landlord rent for said Leased Premises at the rate of:

\$ 750 per month for the Term of this Lease.

One (1) such monthly installment shall be due and payable thirty (30) days after the Effective Date of this Lease and monthly thereafter.

**Section 5. Possession of Leased Premises.**

5.1 Tenant acknowledges that Tenant has inspected the Leased Premises, and on the basis of such inspection Tenant accepts the Leased Premises, and the improvements situated thereon, as suitable for the purposes for which the same are leased, in their present condition.

**Section 6. Maintenance of Leased Premises.**

6.1 Tenant Accepts Leased Premises As Is. By taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises “**AS IS**”.

6.2 Tenant’s Maintenance of Leased Premises. Tenant shall keep the Leased Premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements,

including replacement and restoration as is required for that purpose, the Leased Premises and every part thereof and any and all appurtenances thereto wherever located. The Tenant will be responsible for the annual maintenance items and heavy upkeep of the Leased Premises, including, periodic repair of gravel beds, tree pruning, and the upkeep of the public plaza.

6.3 Landlord's Maintenance of Leased Premises. Landlord shall assist in keeping the Leased Premises clean and free of trash, and debris. In addition, the Landlord will maintain the mowing and insect control for the Leased Premises.

6.4 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 7. Utilities.**

7.1 The Tenant will not pay or cause to be paid all charges for electricity used for the Leased Premises, if any.

**Section 8. Signage.**

8.1 Tenant shall have the right to erect signs on any portion of the Leased Premises subject to applicable laws, ordinances, and regulations.

**Section 9. Alterations.**

9.1 All alterations and improvements to the Leased Premise shall be at the Tenant's sole expense, and subject to Landlord's prior approval (which will not be unreasonably withheld, conditioned or delayed by Landlord). Landlord shall have the right to inspect the improvements installed on the Leased Premises upon reasonable prior notice during normal business hours. All improvements made to the Leased Premise shall remain with the Leased Premise at the end of this Lease, and shall become the property of the Landlord.

9.2 In the event Tenant desires to make alterations or improvements to the Leased Premises, Tenant must comply with the requirements of Section 2252.909 of the Texas Government Code (as added by Tex. H.B. 2518 (2023)).

**Section 10. Liabilities.**

10.1 Landlord shall not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Leased Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subtenants, agents, invitees, licensees or concessionaires or any other person entering the Leased Premises under express or implied invitation of Tenant, or arising out of the use of the Leased Premises by Tenant, and the conduct of Tenant's business, or arising out of any breach or default by Tenant in the performance of Tenant's obligations under this Lease; and Tenant hereby agrees to indemnify and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury. Tenant shall not be liable for any injury or damage caused by the negligence or misconduct of Landlord, or Landlord's employees or agents, and

Landlord agrees to indemnify and hold Tenant harmless from any loss, expense or damage arising out of such damage or injury.

**Section 11. Damage to Leased Premises.**

11.1 Any insurance which may be carried by Landlord or Tenant against loss or damage to the Leased Premises shall be for the sole benefit of the party carrying such insurance under its sole control, and it is understood that Landlord shall in no event be obligated to carry insurance of Tenant's contents.

**Section 12. Late Fee.**

12.1 In the event any rental is not received within ten (10) days it is agreed that Tenant will pay a late fee of ten percent (10%) of the yearly rental amount. Tenant shall pay \$50.00 for each returned check.

**Section 13. Events of Default.**

13.1 The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay an installment of rent or any other obligation hereunder involving the payment of money on the date that same is due, and such failure shall continue for a period of sixty (60) days.
- (b) Tenant shall fail to comply with any term, provision, or covenant of this Lease other than as described in subsection (a) above, and shall not cure or make documented reasonable effort to cure in a form acceptable to the Landlord, such failure within sixty (60) days after written notice thereof to Tenant.
- (c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or make an assignment for the benefit of creditors.
- (d) A receiver or Trustee shall be appointed for the Leased Premise or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

**Section 14. Effects of Event of Default.**

14.1 Upon the occurrence of any of the Events of Default listed in this Lease, the Landlord shall have the option to pursue any one or more of the following remedies without any prior notice or demand.

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord. If Tenant fails to surrender the Leased Premises, Landlord may, without prejudice to any other remedy which it may have for

possession of the Leased Premises or Rent in arrears, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim damages. Tenant shall pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of termination, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise.

- (b) Enter upon and take possession of the Leased Premises, by force if necessary, without terminating this Lease and without being liable for prosecution or for any claim for damages, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof. Landlord may re-let the Leased Premises and receive the rent therefor. Tenant agrees to pay to Landlord yearly or on demand from time to time any deficiency that may arise by reason of any such re-letting. In determining the amount of the deficiency, the professional service fees, attorneys' fees, court costs, remodeling expenses, and all other costs of re-letting shall be subtracted from the amount of rent received under the reletting.
- (c) Enter upon the Leased Premises, by force if necessary, without terminating this Lease and without being liable for prosecution for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise.
- (d) No re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of that intention is given to Tenant.

#### **Section 15. Holding Over.**

15.1 Should Tenant hold over the Leased Premises, or any part thereof, after the expiration of this Lease term, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy at will only, at a rental equal to the greater of the fair market value of such rental property or the rental paid for the last year of the Lease term (including any extensions thereto) plus fifty percent (50%) of such amount.

#### **Section 16. Insurance.**

16.1 During the Lease Term, Landlord and Tenant will maintain their respective insurance coverages.

#### **Section 17. Condemnation.**

17.1 If the whole of the Leased Premises or access thereto should be taken under the power of eminent domain or condemnation, or a sale made under threat thereof, then this Lease shall cease as of the date of the taking without further liability upon either Landlord or Tenant. If only a

portion of the Leased Premises or access thereto is taken under the power of eminent domain or condemnation, or sale made under the threat thereof, and the portion remaining will not in the reasonable opinion of the Tenant, be adequate for Tenant's continued use, Tenant shall have the option to terminate this Lease by giving Landlord notice thereof within thirty (30) days after the date of the taking. If this Lease is not so terminated, Landlord shall promptly restore the portion remaining to an integral unit resembling as much as possible the Leased Premises prior to the taking. Any and all proceeds resulting from a taking in whole or part of the Leased Premises under the power of eminent domain or condemnation, or sale under threat thereof, shall be paid directly to Landlord and shall be Landlord's property. **Section 18. Taxes.**

18.1 Tenant shall be liable for any taxes levied or assessed against the Leased Premises, if any. Tenant shall be liable for all taxes levied or assessed against any personal property, furniture or fixtures placed by Tenant in the Leased Premises.

18.2 If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Leased Premises, Landlord elects to pay the taxes based upon the increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

#### **Section 19. Special Provisions.**

(1) The Lease shall be subject to the Landlord's Town Council approval.

#### **Section 20. Miscellaneous Provisions.**

20.1 **Amendments.** This Lease constitutes the entire understanding and agreement of the parties as to the matters set forth in this Lease. No alteration of or amendment to this Lease shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.2 **Applicable Law and Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Lease shall lie in the state district and county courts of Denton County, Texas.

20.3 **Assignment.** Tenant shall not assign this Lease or sublet the Leased Premises, or any part thereof without the consent of the Landlord in writing.

20.4 **Attorney's Fees.** In the event either party defaults in the performance of any of the terms of this Lease the other party agrees to pay the prevailing party's reasonable attorneys' fees.

20.5 **Caption Headings.** Caption headings in this Lease are for convenience purposes only and are not to be used to interpret or define the provisions of the Lease.

20.6 **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document.

20.7 **Force Majeure.** Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the reasonable control of Landlord. Nor shall Landlord be liable for any damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises which is not attributable to Landlord's negligence.

20.8 **Language.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

20.9 **Liability.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Leased Premises, and Landlord shall not be personally liable for any deficiency.

20.10 **Notices.** All notices required to be given under this Lease shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown in this Lease. Any party may change its address for notices under this Lease by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

20.11 **Right of Entry and Inspection.** Tenant agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Leased Premises at all reasonable hours (and in emergencies at all times) to inspect the same, or clean, or make repairs or alterations or additions, or to show the Leased Premises to prospective purchasers, mortgage lenders, tenants or insurers, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

20.12 **Severability.** If a court of competent jurisdiction finds any provision of this Lease to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Lease in all other respects shall remain valid and enforceable.

20.13 **Successors.** The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representative except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including but not limited to any notices required to be delivered by Landlord to Tenant hereunder may at Landlord's option be exercised or performed by Landlord's agent or attorney.

20.14 **Time is of the Essence.** Time is of the essence in the performance of this Lease.

20.15 **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**[The Remainder of this Page Intentionally Left Blank]**

EXECUTED ON THIS THE 29<sup>th</sup> DAY OF April, 2026.

**LANDLORD:**

**TOWN OF HICKORY CREEK, TEXAS,**  
A Texas general-law municipality,

By: Lynn C. Clark  
Lynn Clark, Mayor

Date Signed: 4/29/2026

**ATTEST:**

Kristi Rogers  
Kristi Rogers, Town Secretary



**TENANT:**

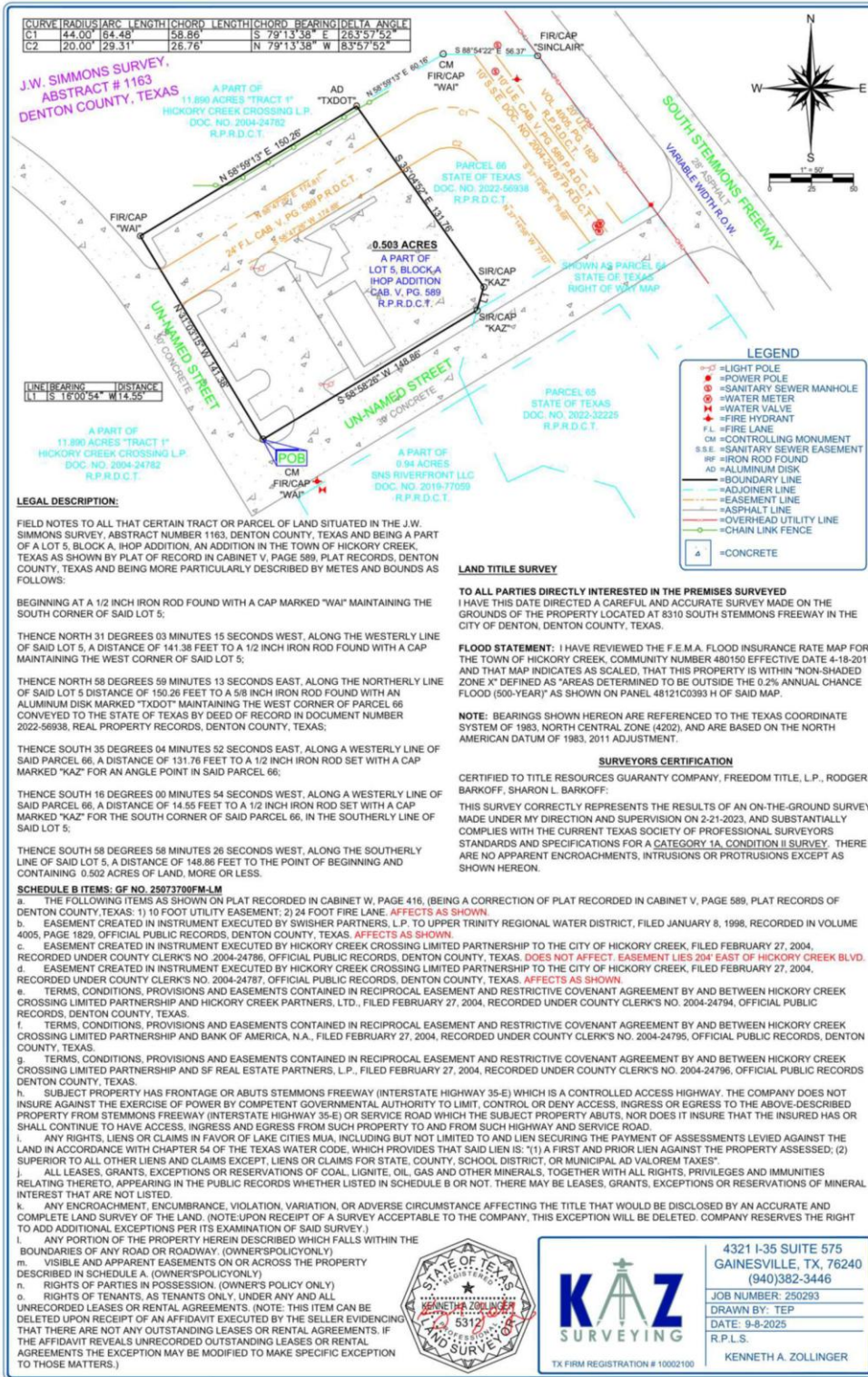
**FRIED RIBS AND MORE LLC**

By: Mims, Darwin  
Darwin Mims, Owner/Operator

Date Signed: 4 May 2026

# Exhibit A

[Leased Premises]



**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2026-0511-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND GROOVY CHICKEN & WAFFLES CONCERNING LEASED PREMISES FOR FOOD TRUCK; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council desires to ratify an agreement between the Town of Hickory Creek, Texas and Groovy Chicken & Waffles concerning leased premises for food truck; and

**WHEREAS**, all prerequisites for the approval of this Resolution have been met, including but not limited to the open meetings act; and

**WHEREAS**, the Town Council deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

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

**Section 1:** All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**Section 2:** The Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and Groovy Chicken & Waffles effective May 2, 2026, and attached hereto as Exhibit A.

**Section 3:** The resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 11<sup>th</sup> day of May, 2026.

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

ATTEST:

\_\_\_\_\_  
Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

## Lease Agreement

This Lease Agreement (hereinafter referred to as the “Lease”) is made and effective May 2, 2026, by and between the **TOWN OF HICKORY CREEK, TEXAS**, a Texas general-law municipality (hereinafter referred to as the “Landlord”) whose address for the purposes of this Lease is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065, and **GROOVY CHICKEN & WAFFLES** (hereinafter referred to as “Tenant”), whose address for the purposes of this Lease is 305 DeerRun Drive, Sanger, Texas 76266. Landlord has agreed to and hereby leases, demises and lets to Tenant, and Tenant has agreed to and hereby leases and takes from Landlord and the Leased Premises for the term hereinafter stated and subject to all of the provisions, covenants and conditions of this Lease.

### Section 1. Leased Premises.

1.1 Landlord is the owner of land and improvements consisting of an approximately 0.503 acre tract of land consisting of a **Part of Lot 5, Block A of the IHOP Addition, and addition to the Town of Hickory Creek, Denton County, Texas**, as described and depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes (hereinafter referred to as “Leased Premises”). Landlord desires to lease a portion of the Leased Premises to Tenant, and Tenant desires to lease a portion of the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

### Section 2. Use of Leased Premises.

2.1 Landlord agrees to lease a portion of the Leased Premises to Tenant on a non-exclusive and space-available basis to locate and operate Tenant’s food truck. The portion of the Leased Premises being leased to Tenant consists of a marked and paved parking stall. Tenant Agrees to use this portion of the Leased Premises to located and operate a food truck. Further, Tenant agrees not to use or permit the use any of the Leased Premises for any purpose which is illegal or which, in Landlord’s sole opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Leased Premises.

2.2 Tenant will maintain the Leased Premises in a clean and healthful condition, and shall comply with all laws, orders, ordinances, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the Leased Premises during the use of the Leased Premises for public events.

2.3 Tenant shall adhere to the following requirements for the operation of its food truck.

- a. No food truck, their merchandise, advertising or seating shall obscure traffic visibility.
- b. No food truck operating under this Lease shall be allowed to sell or service food on any public streets, sidewalk or other public right of way unless approved in writing by the Landlord as part of a town sponsored special event.
- c. Food trucks and their associated equipment shall not operate in driveways, or fire lanes.

- d. A food truck may utilize outside seating consisting of a portable table and a maximum seating capacity of eight (8), within no more than one (1) additional parking space.
- e. All food trucks shall be equipped with a self-closing lidded, trash receptable. The trash receptable must be placed outside next to the food truck for use by the patrons of the Tenant. The area around the food truck shall be kept clean and free of litter, garbage, and debris within a designated space.
- f. All food trucks must be maintained in good working order, kept clean, and present a well-maintained appearance. The exterior of the food truck shall be free from patently offensive language, images, or materials that can be deemed inappropriate for public display.

**Section 3. Term.**

3.1 Subject to all of the terms and conditions set forth herein, or in any appendix hereto, the term of this Lease shall be for a period from **May 2, 2026** (the “Commencement Date”), and end at 11:59 p.m. on the date one (1) year from the Commencement Date, which is **May 1, 2027** (the “Termination Date”) or on such earlier date as this Lease may terminate as provided herein. Upon the expiration of the initial one (1) year term, this Lease may be renewed annually by mutual agreement of the parties.

**Section 4. Rent and Security Deposit.**

4.1 Tenant agrees to pay to Landlord or whomever the Landlord designates in writing, at the Landlord’s offices located at 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065, for the account of Landlord rent for said Leased Premises at the rate of:

\$ 750 per month for the Term of this Lease.

One (1) such monthly installment shall be due and payable thirty (30) days after the Effective Date of this Lease and monthly thereafter.

**Section 5. Possession of Leased Premises.**

5.1 Tenant acknowledges that Tenant has inspected the Leased Premises, and on the basis of such inspection Tenant accepts the Leased Premises, and the improvements situated thereon, as suitable for the purposes for which the same are leased, in their present condition.

**Section 6. Maintenance of Leased Premises.**

6.1 Tenant Accepts Leased Premises As Is. By taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises “AS IS”.

6.2 Tenant’s Maintenance of Leased Premises. Tenant shall keep the Leased Premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement and restoration as is required for that purpose, the Leased Premises and

every part thereof and any and all appurtenances thereto wherever located. The Tenant will be responsible for the annual maintenance items and heavy upkeep of the Leased Premises, including, periodic repair of gravel beds, tree pruning, and the upkeep of the public plaza.

6.3 Landlord's Maintenance of Leased Premises. Landlord shall assist in keeping the Leased Premises clean and free of trash, and debris. In addition, the Landlord will maintain the mowing and insect control for the Leased Premises.

6.4 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 7. Utilities.**

7.1 The Tenant will not pay or cause to be paid all charges for electricity used for the Leased Premises, if any.

**Section 8. Signage.**

8.1 Tenant shall have the right to erect signs on any portion of the Leased Premises subject to applicable laws, ordinances, and regulations.

**Section 9. Alterations.**

9.1 All alterations and improvements to the Leased Premise shall be at the Tenant's sole expense, and subject to Landlord's prior approval (which will not be unreasonably withheld, conditioned or delayed by Landlord). Landlord shall have the right to inspect the improvements installed on the Leased Premises upon reasonable prior notice during normal business hours. All improvements made to the Leased Premise shall remain with the Leased Premise at the end of this Lease, and shall become the property of the Landlord.

9.2 In the event Tenant desires to make alterations or improvements to the Leased Premises, Tenant must comply with the requirements of Section 2252.909 of the Texas Government Code (as added by Tex. H.B. 2518 (2023)).

**Section 10. Liabilities.**

10.1 Landlord shall not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Leased Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subtenants, agents, invitees, licensees or concessionaires or any other person entering the Leased Premises under express or implied invitation of Tenant, or arising out of the use of the Leased Premises by Tenant, and the conduct of Tenant's business, or arising out of any breach or default by Tenant in the performance of Tenant's obligations under this Lease; and Tenant hereby agrees to indemnify and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury. Tenant shall not be liable for any injury or damage caused by the negligence or misconduct of Landlord, or Landlord's employees or agents, and

Landlord agrees to indemnify and hold Tenant harmless from any loss, expense or damage arising out of such damage or injury.

### **Section 11. Damage to Leased Premises.**

11.1 Any insurance which may be carried by Landlord or Tenant against loss or damage to the Leased Premises shall be for the sole benefit of the party carrying such insurance under its sole control, and it is understood that Landlord shall in no event be obligated to carry insurance of Tenant's contents.

### **Section 12. Late Fee.**

12.1 In the event any rental is not received within ten (10) days it is agreed that Tenant will pay a late fee of ten percent (10%) of the yearly rental amount. Tenant shall pay \$50.00 for each returned check.

### **Section 13. Events of Default.**

13.1 The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay an installment of rent or any other obligation hereunder involving the payment of money on the date that same is due, and such failure shall continue for a period of sixty (60) days.
- (b) Tenant shall fail to comply with any term, provision, or covenant of this Lease other than as described in subsection (a) above, and shall not cure or make documented reasonable effort to cure in a form acceptable to the Landlord, such failure within sixty (60) days after written notice thereof to Tenant.
- (c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or make an assignment for the benefit of creditors.
- (d) A receiver or Trustee shall be appointed for the Leased Premise or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

### **Section 14. Effects of Event of Default.**

14.1 Upon the occurrence of any of the Events of Default listed in this Lease, the Landlord shall have the option to pursue any one or more of the following remedies without any prior notice or demand.

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord. If Tenant fails to surrender the Leased Premises, Landlord may, without prejudice to any other remedy which it may have for

possession of the Leased Premises or Rent in arrears, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim damages. Tenant shall pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of termination, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise.

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(1) The Lease shall be subject to the Landlord's Town Council approval.

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20.15 **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**[The Remainder of this Page Intentionally Left Blank]**

EXECUTED ON THIS THE 29<sup>th</sup> DAY OF April, 2026.

**LANDLORD:**

**TOWN OF HICKORY CREEK, TEXAS,**  
A Texas general-law municipality,

By: Lynn C. Clark  
Lynn Clark, Mayor  
Date Signed: 4/29/2026

**ATTEST:**

Kristi Rogers  
Kristi Rogers, Town Secretary



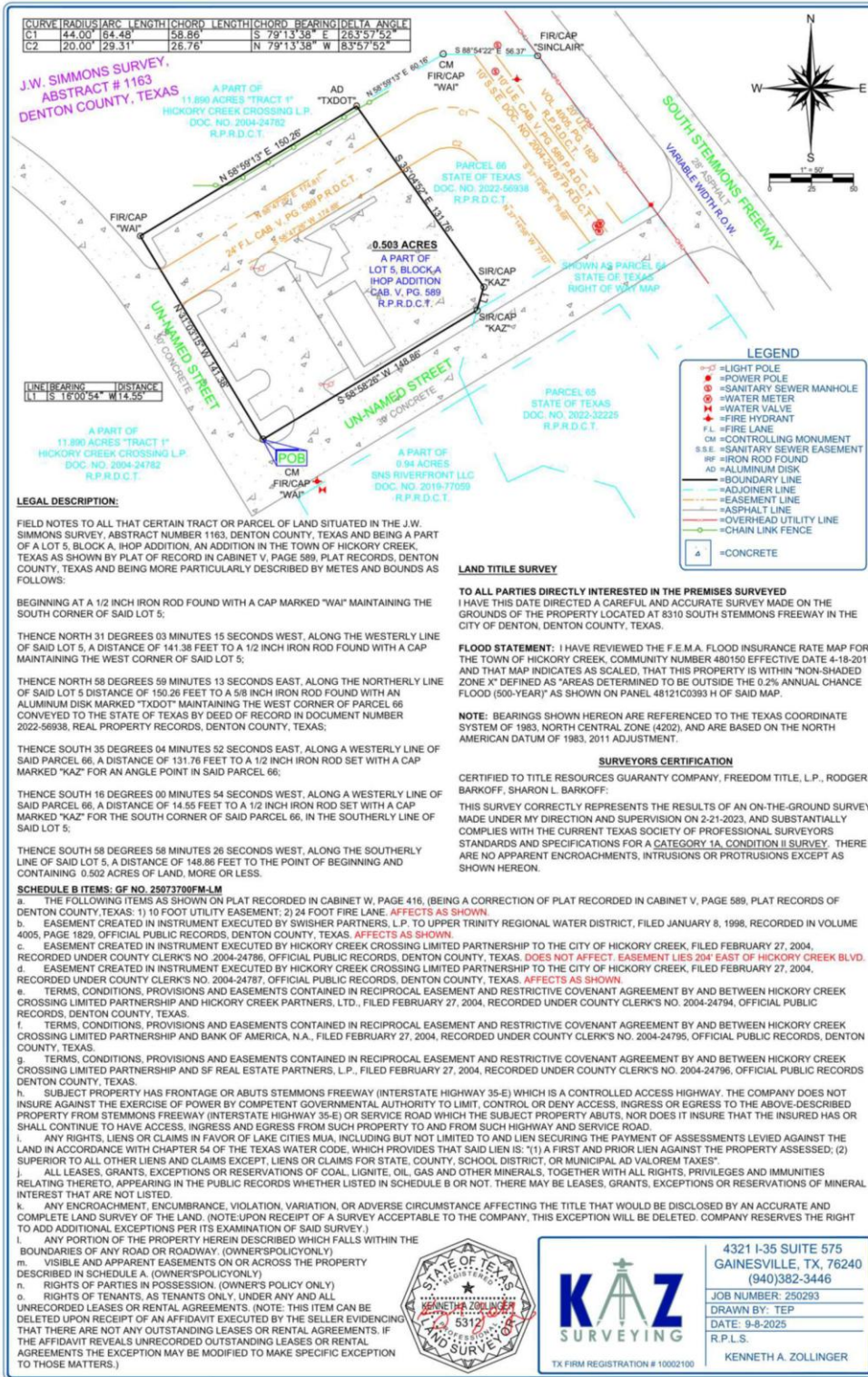
**TENANT:**

**GROOVY CHICKEN & WAFFLES**

By: Latoya Lawrence  
Latoya Lawrence, Owner/Operator  
Date Signed: 4/20/2026

# Exhibit A

[Leased Premises]



**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2026-0511-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND PANS AND PLATTERS CORP. CONCERNING LEASED PREMISES FOR FOOD TRUCK; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council desires to ratify an agreement between the Town of Hickory Creek, Texas and Pans and Platters Corp. concerning leased premises for food truck; and

**WHEREAS**, all prerequisites for the approval of this Resolution have been met, including but not limited to the open meetings act; and

**WHEREAS**, the Town Council deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

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

**Section 1:** All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**Section 2:** The Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and Pans and Platters Corp. effective May 2, 2026, and attached hereto as Exhibit A.

**Section 3:** The resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 11<sup>th</sup> day of May, 2026.

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

ATTEST:

\_\_\_\_\_  
Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

|

## Lease Agreement

This Lease Agreement (hereinafter referred to as the “Lease”) is made and effective May 2, 2026, by and between the **TOWN OF HICKORY CREEK, TEXAS**, a Texas general-law municipality (hereinafter referred to as the “Landlord”) whose address for the purposes of this Lease is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065, and **PANS & PLATTERS, CORP. S.W.A.G. LLC** (hereinafter referred to as “Tenant”), whose address for the purposes of this Lease is 1817 Marble Cove Lane, Denton, Texas, 76201. Landlord has agreed to and hereby leases, demises and lets to Tenant, and Tenant has agreed to and hereby leases and takes from Landlord and the Leased Premises for the term hereinafter stated and subject to all of the provisions, covenants and conditions of this Lease.

### Section 1. Leased Premises.

1.1 Landlord is the owner of land and improvements consisting of an approximately 0.503 acre tract of land consisting of a **Part of Lot 5 , Block A of the IHOP Addition, and addition to the Town of Hickory Creek, Denton County, Texas**, as described and depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes (hereinafter referred to as “Leased Premises”). Landlord desires to lease a portion of the Leased Premises to Tenant, and Tenant desires to lease a portion of the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

### Section 2. Use of Leased Premises.

2.1 Landlord agrees to lease a portion of the Leased Premises to Tenant on a non-exclusive and space-available basis locate and operate Tenant’s food truck. The portion of the Leased Premises being leased to Tenant consists of a marked and paved parking stall. Tenant agrees to use this portion of the Leased Premises to located and operate a food truck. Further, Tenant agrees not to use any or permit the use of the Leased Premises for any purpose which is illegal or which, in Landlord’s sole opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Leased Premises.

2.2 Tenant will maintain the Leased Premises in a clean and healthful condition, and shall comply with all laws, orders, ordinances, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the Leased Premises during the use of the Leased Premises for public events.

2.3 Tenant shall adhere to the following requirements for the operation of its food truck.

- a. No food truck, their merchandise, advertising or seating shall obscure traffic visibility.
- b. No food truck operating under this Lease shall be allowed to sell or service food on any public streets, sidewalk or other public right of way unless approved in writing by the Landlord as part of a town sponsored special event.
- c. Food trucks and their associated equipment shall not operate in driveways, or fire lanes.

- d. A food truck may utilize outside seating consisting of a portable table and a maximum seating capacity of eight (8), within no more than one (1) additional parking space.
- e. All food trucks shall be equipped with a self-closing lidded, trash receptable. The trash receptable must be placed outside next to the food truck for use by the patrons of the Tenant. The area around the food truck shall be kept clean and free of litter, garbage, and debris within a designated space.
- f. All food trucks must be maintained in a good working order, kept clean, and present a well-maintained appearance. The exterior of the food truck shall be free from patently offensive language, images, or materials that can be deemed inappropriate for public display.

**Section 3. Term.**

3.1 Subject to all of the terms and conditions set forth herein, or in any appendix hereto, the term of this Lease shall be for a period from **May 2, 2026** (the “Commencement Date”), and end at 11:59 p.m. on the date one (1) year from the Commencement Date, which is **May 1, 2027** (the “Termination Date”) or on such earlier date as this Lease may terminate as provided herein. Upon the expiration of the initial one (1) year term, this Lease may be renewed annually by mutual agreement of the parties.

**Section 4. Rent and Security Deposit.**

4.1 Tenant agrees to pay to Landlord or whomever the Landlord designates in writing, at the Landlord’s offices located at 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065, for the account of Landlord rent for said Leased Premises at the rate of:

\$ 750 per month for the Term of this Lease.

One (1) such monthly installment shall be due and payable thirty (30) days after the Effective Date of this Lease and monthly thereafter.

**Section 5. Possession of Leased Premises.**

5.1 Tenant acknowledges that Tenant has inspected the Leased Premises, and on the basis of such inspection Tenant accepts the Leased Premises, and the improvements situated thereon, as suitable for the purposes for which the same are leased, in their present condition.

**Section 6. Maintenance of Leased Premises.**

6.1 Tenant Accepts Leased Premises As Is. By taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises “AS IS”.

6.2 Tenant’s Maintenance of Leased Premises. Tenant shall keep the Leased Premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement and restoration as is required for that purpose, the Leased Premises and

every part thereof and any and all appurtenances thereto wherever located. The Tenant will be responsible for the annual maintenance items and heavy upkeep of the Leased Premises, including, periodic repair of gravel beds, tree pruning, and the upkeep of the public plaza.

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**Section 10. Liabilities.**

10.1 Landlord shall not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Leased Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subtenants, agents, invitees, licensees or concessionaires or any other person entering the Leased Premises under express or implied invitation of Tenant, or arising out of the use of the Leased Premises by Tenant, and the conduct of Tenant's business, or arising out of any breach or default by Tenant in the performance of Tenant's obligations under this Lease; and Tenant hereby agrees to indemnify and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury. Tenant shall not be liable for any injury or damage caused by the negligence or misconduct of Landlord, or Landlord's employees or agents, and

Landlord agrees to indemnify and hold Tenant harmless from any loss, expense or damage arising out of such damage or injury.

**Section 11. Damage to Leased Premises.**

11.1 Any insurance which may be carried by Landlord or Tenant against loss or damage to the Leased Premises shall be for the sole benefit of the party carrying such insurance under its sole control, and it is understood that Landlord shall in no event be obligated to carry insurance of Tenant's contents.

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12.1 In the event any rental is not received within ten (10) days it is agreed that Tenant will pay a late fee of ten percent (10%) of the yearly rental amount. Tenant shall pay \$50.00 for each returned check.

**Section 13. Events of Default.**

13.1 The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay an installment of rent or any other obligation hereunder involving the payment of money on the date that same is due, and such failure shall continue for a period of sixty (60) days.
- (b) Tenant shall fail to comply with any term, provision, or covenant of this Lease other than as described in subsection (a) above, and shall not cure or make documented reasonable effort to cure in a form acceptable to the Landlord, such failure within sixty (60) days after written notice thereof to Tenant.
- (c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or make an assignment for the benefit of creditors.
- (d) A receiver or Trustee shall be appointed for the Leased Premise or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

**Section 14. Effects of Event of Default.**

14.1 Upon the occurrence of any of the Events of Default listed in this Lease, the Landlord shall have the option to pursue any one or more of the following remedies without any prior notice or demand.

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord. If Tenant fails to surrender the Leased Premises, Landlord may, without prejudice to any other remedy which it may have for

possession of the Leased Premises or Rent in arrears, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim damages. Tenant shall pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of termination, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise.

- (b) Enter upon and take possession of the Leased Premises, by force if necessary, without terminating this Lease and without being liable for prosecution or for any claim for damages, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof. Landlord may re-let the Leased Premises and receive the rent therefor. Tenant agrees to pay to Landlord yearly or on demand from time to time any deficiency that may arise by reason of any such re-letting. In determining the amount of the deficiency, the professional service fees, attorneys' fees, court costs, remodeling expenses, and all other costs of re-letting shall be subtracted from the amount of rent received under the reletting.
- (c) Enter upon the Leased Premises, by force if necessary, without terminating this Lease and without being liable for prosecution for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise.
- (d) No re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of that intention is given to Tenant.

#### **Section 15. Holding Over.**

15.1 Should Tenant hold over the Leased Premises, or any part thereof, after the expiration of this Lease term, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy at will only, at a rental equal to the greater of the fair market value of such rental property or the rental paid for the last year of the Lease term (including any extensions thereto) plus fifty percent (50%) of such amount.

#### **Section 16. Insurance.**

16.1 During the Lease Term, Landlord and Tenant will maintain their respective insurance coverages.

#### **Section 17. Condemnation.**

17.1 If the whole of the Leased Premises or access thereto should be taken under the power of eminent domain or condemnation, or a sale made under threat thereof, then this Lease shall cease as of the date of the taking without further liability upon either Landlord or Tenant. If only a

portion of the Leased Premises or access thereto is taken under the power of eminent domain or condemnation, or sale made under the threat thereof, and the portion remaining will not in the reasonable opinion of the Tenant, be adequate for Tenant's continued use, Tenant shall have the option to terminate this Lease by giving Landlord notice thereof within thirty (30) days after the date of the taking. If this Lease is not so terminated, Landlord shall promptly restore the portion remaining to an integral unit resembling as much as possible the Leased Premises prior to the taking. Any and all proceeds resulting from a taking in whole or part of the Leased Premises under the power of eminent domain or condemnation, or sale under threat thereof, shall be paid directly to Landlord and shall be Landlord's property. **Section 18. Taxes.**

18.1 Tenant shall be liable for any taxes levied or assessed against the Leased Premises, if any. Tenant shall be liable for all taxes levied or assessed against any personal property, furniture or fixtures placed by Tenant in the Leased Premises.

18.2 If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Leased Premises, Landlord elects to pay the taxes based upon the increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

#### **Section 19. Special Provisions.**

(1) The Lease shall be subject to the Landlord's Town Council approval.

#### **Section 20. Miscellaneous Provisions.**

20.1 **Amendments.** This Lease constitutes the entire understanding and agreement of the parties as to the matters set forth in this Lease. No alteration of or amendment to this Lease shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.2 **Applicable Law and Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Lease shall lie in the state district and county courts of Denton County, Texas.

20.3 **Assignment.** Tenant shall not assign this Lease or sublet the Leased Premises, or any part thereof without the consent of the Landlord in writing.

20.4 **Attorney's Fees.** In the event either party defaults in the performance of any of the terms of this Lease the other party agrees to pay the prevailing party's reasonable attorneys' fees.

20.5 **Caption Headings.** Caption headings in this Lease are for convenience purposes only and are not to be used to interpret or define the provisions of the Lease.

20.6 **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document.

20.7 **Force Majeure.** Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the reasonable control of Landlord. Nor shall Landlord be liable for any damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises which is not attributable to Landlord's negligence.

20.8 **Language.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

20.9 **Liability.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Leased Premises, and Landlord shall not be personally liable for any deficiency.

20.10 **Notices.** All notices required to be given under this Lease shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown in this Lease. Any party may change its address for notices under this Lease by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

20.11 **Right of Entry and Inspection.** Tenant agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Leased Premises at all reasonable hours (and in emergencies at all times) to inspect the same, or clean, or make repairs or alterations or additions, or to show the Leased Premises to prospective purchasers, mortgage lenders, tenants or insurers, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

20.12 **Severability.** If a court of competent jurisdiction finds any provision of this Lease to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Lease in all other respects shall remain valid and enforceable.

20.13 **Successors.** The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representative except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including but not limited to any notices required to be delivered by Landlord to Tenant hereunder may at Landlord's option be exercised or performed by Landlord's agent or attorney.

20.14 **Time is of the Essence.** Time is of the essence in the performance of this Lease.

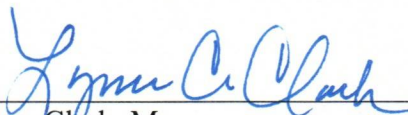
20.15 **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**[The Remainder of this Page Intentionally Left Blank]**

EXECUTED ON THIS THE 5<sup>th</sup> DAY OF May, 2026.


**LANDLORD:**

**TOWN OF HICKORY CREEK, TEXAS,**  
A Texas general-law municipality,

By:   
Lynn Clark, Mayor

Date Signed: 5-5-2026

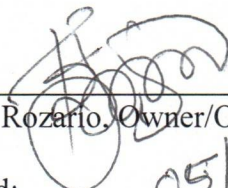
**ATTEST:**

  
Kristi Rogers, Town Secretary



**TENANT:**

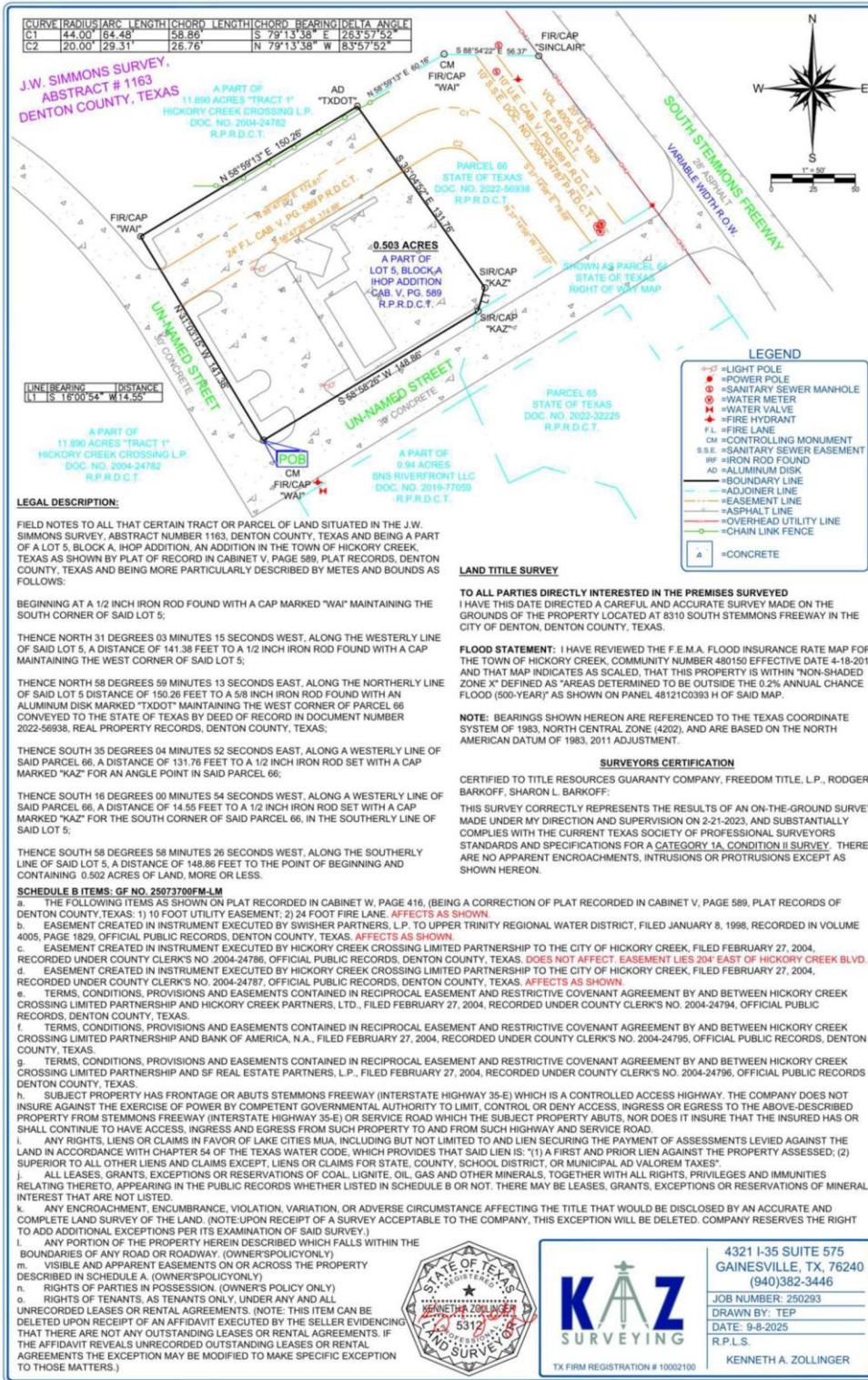
**PANS & PLATTERS, CORP.**

By:   
Julian Rozario, Owner/Operator

Date Signed: 05/04/26

# Exhibit A

[Leased Premises]



**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2026-0511-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND TACOS LOS CANELOS CONCERNING LEASED PREMISES FOR FOOD TRUCK; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council desires to ratify an agreement between the Town of Hickory Creek, Texas and Tacos Los Canelos concerning leased premises for food truck; and

**WHEREAS**, all prerequisites for the approval of this Resolution have been met, including but not limited to the open meetings act; and

**WHEREAS**, the Town Council deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

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

**Section 1:** All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**Section 2:** The Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and Tacos Los Canelos effective May 2, 2026, and attached hereto as Exhibit A.

**Section 3:** The resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 11<sup>th</sup> day of May, 2026.

---

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

## Lease Agreement

This Lease Agreement (hereinafter referred to as the “Lease”) is made and effective May 2, 2026, by and between the **TOWN OF HICKORY CREEK, TEXAS**, a Texas general-law municipality (hereinafter referred to as the “Landlord”) whose address for the purposes of this Lease is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065, and **TACOS LOS CANELOS** (hereinafter referred to as “Tenant”), whose address for the purposes of this Lease is 3307 Timberview Drive, Corinth, Texas 76210. Landlord has agreed to and hereby leases, demises and lets to Tenant, and Tenant has agreed to and hereby leases and takes from Landlord and the Leased Premises for the term hereinafter stated and subject to all of the provisions, covenants and conditions of this Lease.

### Section 1. Leased Premises.

1.1 Landlord is the owner of land and improvements consisting of an approximately 0.503 acre tract of land consisting of a **Part of Lot 5, Block A of the IHOP Addition, and addition to the Town of Hickory Creek, Denton County, Texas**, as described and depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes (hereinafter referred to as “Leased Premises”). Landlord desires to lease a portion of the Leased Premises to Tenant, and Tenant desires to lease a portion of the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

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- (b) Tenant shall fail to comply with any term, provision, or covenant of this Lease other than as described in subsection (a) above, and shall not cure or make documented reasonable effort to cure in a form acceptable to the Landlord, such failure within sixty (60) days after written notice thereof to Tenant.
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- (d) A receiver or Trustee shall be appointed for the Leased Premise or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

**Section 14. Effects of Event of Default.**

14.1 Upon the occurrence of any of the Events of Default listed in this Lease, the Landlord shall have the option to pursue any one or more of the following remedies without any prior notice or demand.

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord. If Tenant fails to surrender the Leased Premises, Landlord may, without prejudice to any other remedy which it may have for

possession of the Leased Premises or Rent in arrears, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim damages. Tenant shall pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of termination, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise.

- (b) Enter upon and take possession of the Leased Premises, by force if necessary, without terminating this Lease and without being liable for prosecution or for any claim for damages, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof. Landlord may re-let the Leased Premises and receive the rent therefor. Tenant agrees to pay to Landlord yearly or on demand from time to time any deficiency that may arise by reason of any such re-letting. In determining the amount of the deficiency, the professional service fees, attorneys' fees, court costs, remodeling expenses, and all other costs of re-letting shall be subtracted from the amount of rent received under the reletting.
- (c) Enter upon the Leased Premises, by force if necessary, without terminating this Lease and without being liable for prosecution for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise.
- (d) No re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of that intention is given to Tenant.

#### **Section 15. Holding Over.**

15.1 Should Tenant hold over the Leased Premises, or any part thereof, after the expiration of this Lease term, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy at will only, at a rental equal to the greater of the fair market value of such rental property or the rental paid for the last year of the Lease term (including any extensions thereto) plus fifty percent (50%) of such amount.

#### **Section 16. Insurance.**

16.1 During the Lease Term, Landlord and Tenant will maintain their respective insurance coverages.

#### **Section 17. Condemnation.**

17.1 If the whole of the Leased Premises or access thereto should be taken under the power of eminent domain or condemnation, or a sale made under threat thereof, then this Lease shall cease as of the date of the taking without further liability upon either Landlord or Tenant. If only a

portion of the Leased Premises or access thereto is taken under the power of eminent domain or condemnation, or sale made under the threat thereof, and the portion remaining will not in the reasonable opinion of the Tenant, be adequate for Tenant's continued use, Tenant shall have the option to terminate this Lease by giving Landlord notice thereof within thirty (30) days after the date of the taking. If this Lease is not so terminated, Landlord shall promptly restore the portion remaining to an integral unit resembling as much as possible the Leased Premises prior to the taking. Any and all proceeds resulting from a taking in whole or part of the Leased Premises under the power of eminent domain or condemnation, or sale under threat thereof, shall be paid directly to Landlord and shall be Landlord's property.

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18.1 Tenant shall be liable for any taxes levied or assessed against the Leased Premises, if any. Tenant shall be liable for all taxes levied or assessed against any personal property, furniture or fixtures placed by Tenant in the Leased Premises.

18.2 If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Leased Premises, Landlord elects to pay the taxes based upon the increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

#### **Section 19. Special Provisions.**

(1) The Lease shall be subject to the Landlord's Town Council approval.

#### **Section 20. Miscellaneous Provisions.**

20.1 **Amendments.** This Lease constitutes the entire understanding and agreement of the parties as to the matters set forth in this Lease. No alteration of or amendment to this Lease shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.2 **Applicable Law and Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Lease shall lie in the state district and county courts of Denton County, Texas.

20.3 **Assignment.** Tenant shall not assign this Lease or sublet the Leased Premises, or any part thereof without the consent of the Landlord in writing.

20.4 **Attorney's Fees.** In the event either party defaults in the performance of any of the terms of this Lease the other party agrees to pay the prevailing party's reasonable attorneys' fees.

20.5 **Caption Headings.** Caption headings in this Lease are for convenience purposes only and are not to be used to interpret or define the provisions of the Lease.

20.6 **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document.

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20.8 **Language.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

20.9 **Liability.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Leased Premises, and Landlord shall not be personally liable for any deficiency.

20.10 **Notices.** All notices required to be given under this Lease shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown in this Lease. Any party may change its address for notices under this Lease by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

20.11 **Right of Entry and Inspection.** Tenant agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Leased Premises at all reasonable hours (and in emergencies at all times) to inspect the same, or clean, or make repairs or alterations or additions, or to show the Leased Premises to prospective purchasers, mortgage lenders, tenants or insurers, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

20.12 **Severability.** If a court of competent jurisdiction finds any provision of this Lease to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Lease in all other respects shall remain valid and enforceable.

20.13 **Successors.** The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representative except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including but not limited to any notices required to be delivered by Landlord to Tenant hereunder may at Landlord's option be exercised or performed by Landlord's agent or attorney.

20.14 **Time is of the Essence.** Time is of the essence in the performance of this Lease.

20.15 **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**[The Remainder of this Page Intentionally Left Blank]**

EXECUTED ON THIS THE 29<sup>th</sup> DAY OF April, 2026.

**LANDLORD:**

**TOWN OF HICKORY CREEK, TEXAS,**  
A Texas general-law municipality,

By: Lynn C. Clark  
Lynn Clark, Mayor  
Date Signed: 4/29/2026

**ATTEST:**

Kristi Rogers  
Kristi Rogers, Town Secretary



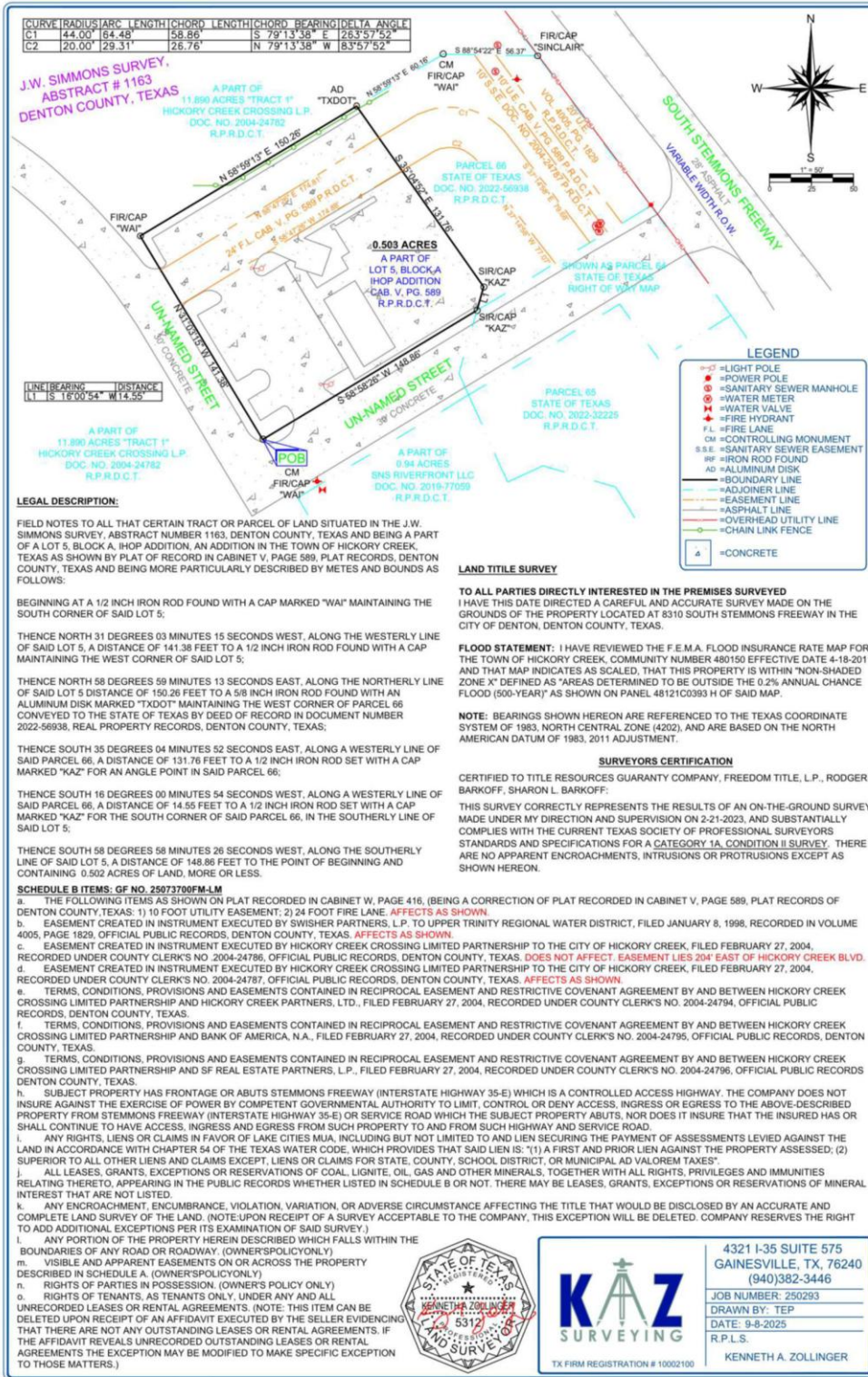
**TENANT:**

**TACOS LOS CANELOS**

By: Cynthia Munor  
Cynthia Munor, Owner/Operator  
Date Signed: 5/5/20

# Exhibit A

[Leased Premises]



**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2026-0511-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND WOOD CHOPPER SWAG LLC CONCERNING LEASED PREMISES FOR FOOD TRUCK; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council desires to ratify an agreement between the Town of Hickory Creek, Texas and Wood Chopper S.W.A.G LLC concerning leased premises for food truck; and

**WHEREAS**, all prerequisites for the approval of this Resolution have been met, including but not limited to the open meetings act; and

**WHEREAS**, the Town Council deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

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

**Section 1:** All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**Section 2:** The Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and Wood Chopper S.W.A.G. LLC effective May 2, 2026, and attached hereto as Exhibit A.

**Section 3:** The resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 11<sup>th</sup> day of May, 2026.

---

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

## Lease Agreement

This Lease Agreement (hereinafter referred to as the “Lease”) is made and effective May 2, 2026, by and between the **TOWN OF HICKORY CREEK, TEXAS**, a Texas general-law municipality (hereinafter referred to as the “Landlord”) whose address for the purposes of this Lease is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065, and **Wood Chopper S.W.A.G. LLC** (hereinafter referred to as “Tenant”), whose address for the purposes of this Lease is 2021 Club View Circle, Corinth, Texas, 76210. Landlord has agreed to and hereby leases, demises and lets to Tenant, and Tenant has agreed to and hereby leases and takes from Landlord and the Leased Premises for the term hereinafter stated and subject to all of the provisions, covenants and conditions of this Lease.

### Section 1. Leased Premises.

1.1 Landlord is the owner of land and improvements consisting of an approximately 0.503 acre tract of land consisting of a **Part of Lot 5 , Block A of the IHOP Addition, and addition to the Town of Hickory Creek, Denton County, Texas**, as described and depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes (hereinafter referred to as “Leased Premises”). Landlord desires to lease a portion of the Leased Premises to Tenant, and Tenant desires to lease a portion of the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

### Section 2. Use of Leased Premises.

2.1 Landlord agrees to lease a portion of the Leased Premises to Tenant on a non-exclusive and space-available basis to locate and operate Tenant’s food truck. The portion of the Leased Premises being leased to Tenant consists of a marked and paved parking stall. Tenant agrees to use this portion of the Leased Premises to locate and operate a food truck. Further, Tenant agrees not to use or permit the use any of the Leased Premises for any purpose which is illegal or which, in Landlord’s sole opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Leased Premises.

2.2 Tenant will maintain the Leased Premises in a clean and healthful condition, and shall comply with all laws, orders, ordinances, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the Leased Premises during the use of the Leased Premises for public events.

2.3 Tenant shall adhere to the following requirements for the operation of its food truck.

- a. No food truck, their merchandise, advertising or seating shall obscure traffic visibility.
- b. No food truck operating under this Lease shall be allowed to sell or service food on any public streets, sidewalk or other public right of way unless approved in writing by the Landlord as part of a town sponsored special event.
- c. Food trucks and their associated equipment shall not operate in driveways, or fire lanes.

- d. A food truck may utilized outside seating consisting of a portable table and a maximum seating capacity of eight (8), within no more than one (1) additional parking space.
- e. All food trucks shall be equipped with a self-closing lidded, trash receptable. The trash receptable must be placed outside next to the food truck for use by the patrons of the Tenant. The area around the food truck shall be kept clean and free of litter, garbage, and debris within a designated space.
- f. All food trucks must be maintained in a good working order, kept clean, and present a well-maintained appearance. The exterior of the food truck shall be free from patently offensive language, images, or materials that can be deemed inappropriate for public display.

**Section 3. Term.**

3.1 Subject to all of the terms and conditions set forth herein, or in any appendix hereto, the term of this Lease shall be for a period from **May 2, 2026** (the “Commencement Date”), and end at 11:59 p.m. on the date one (1) year from the Commencement Date, which is **May 1, 2027** (the “Termination Date”) or on such earlier date as this Lease may terminate as provided herein. Upon the expiration of the initial one (1) year term, this Lease may be renewed annually by mutual agreement of the parties.

**Section 4. Rent and Security Deposit.**

4.1 Tenant agrees to pay to Landlord or whomever the Landlord designates in writing, at the Landlord’s offices located at 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065, for the account of Landlord rent for said Leased Premises at the rate of:

\$ 750 per month for the Term of this Lease.

One (1) such monthly installment shall be due and payable thirty (30) days after the Effective Date of this Lease and monthly thereafter.

**Section 5. Possession of Leased Premises.**

5.1 Tenant acknowledges that Tenant has inspected the Leased Premises, and on the basis of such inspection Tenant accepts the Leased Premises, and the improvements situated thereon, as suitable for the purposes for which the same are leased, in their present condition.

**Section 6. Maintenance of Leased Premises.**

6.1 Tenant Accepts Leased Premises As Is. By taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises “AS IS”.

6.2 Tenant’s Maintenance of Leased Premises. Tenant shall keep the Leased Premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement and restoration as is required for that purpose, the Leased Premises and

every part thereof and any and all appurtenances thereto wherever located. The Tenant will be responsible for the annual maintenance items and heavy upkeep of the Leased Premises, including, periodic repair of gravel beds, tree pruning, and the upkeep of the public plaza.

6.3 Landlord's Maintenance of Leased Premises. Landlord shall assist in keeping the Leased Premises clean and free of trash, and debris. In addition, the Landlord will maintain the mowing and insect control for the Leased Premises.

6.4 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 7. Utilities.**

7.1 The Tenant will not pay or cause to be paid all charges for electricity used for the Leased Premises, if any.

**Section 8. Signage.**

8.1 Tenant shall have the right to erect signs on any portion of the Leased Premises subject to applicable laws, ordinances, and regulations.

**Section 9. Alterations.**

9.1 All alterations and improvements to the Leased Premise shall be at the Tenant's sole expense, and subject to Landlord's prior approval (which will not be unreasonably withheld, conditioned or delayed by Landlord). Landlord shall have the right to inspect the improvements installed on the Leased Premises upon reasonable prior notice during normal business hours. All improvements made to the Leased Premise shall remain with the Leased Premise at the end of this Lease, and shall become the property of the Landlord.

9.2 In the event Tenant desires to make alterations or improvements to the Leased Premises, Tenant must comply with the requirements of Section 2252.909 of the Texas Government Code (as added by Tex. H.B. 2518 (2023)).

**Section 10. Liabilities.**

10.1 Landlord shall not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Leased Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subtenants, agents, invitees, licensees or concessionaires or any other person entering the Leased Premises under express or implied invitation of Tenant, or arising out of the use of the Leased Premises by Tenant, and the conduct of Tenant's business, or arising out of any breach or default by Tenant in the performance of Tenant's obligations under this Lease; and Tenant hereby agrees to indemnify and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury. Tenant shall not be liable for any injury or damage caused by the negligence or misconduct of Landlord, or Landlord's employees or agents, and

Landlord agrees to indemnify and hold Tenant harmless from any loss, expense or damage arising out of such damage or injury.

**Section 11. Damage to Leased Premises.**

11.1 Any insurance which may be carried by Landlord or Tenant against loss or damage to the Leased Premises shall be for the sole benefit of the party carrying such insurance under its sole control, and it is understood that Landlord shall in no event be obligated to carry insurance of Tenant's contents.

**Section 12. Late Fee.**

12.1 In the event any rental is not received within ten (10) days it is agreed that Tenant will pay a late fee of ten percent (10%) of the yearly rental amount. Tenant shall pay \$50.00 for each returned check.

**Section 13. Events of Default.**

13.1 The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay an installment of rent or any other obligation hereunder involving the payment of money on the date that same is due, and such failure shall continue for a period of sixty (60) days.
- (b) Tenant shall fail to comply with any term, provision, or covenant of this Lease other than as described in subsection (a) above, and shall not cure or make documented reasonable effort to cure in a form acceptable to the Landlord, such failure within sixty (60) days after written notice thereof to Tenant.
- (c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or make an assignment for the benefit of creditors.
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**[The Remainder of this Page Intentionally Left Blank]**

EXECUTED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

**LANDLORD:**

**TOWN OF HICKORY CREEK, TEXAS,**  
A Texas general-law municipality,

By: \_\_\_\_\_  
Lynn Clark, Mayor

Date Signed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kristi Rogers, Town Secretary

**TENANT:**

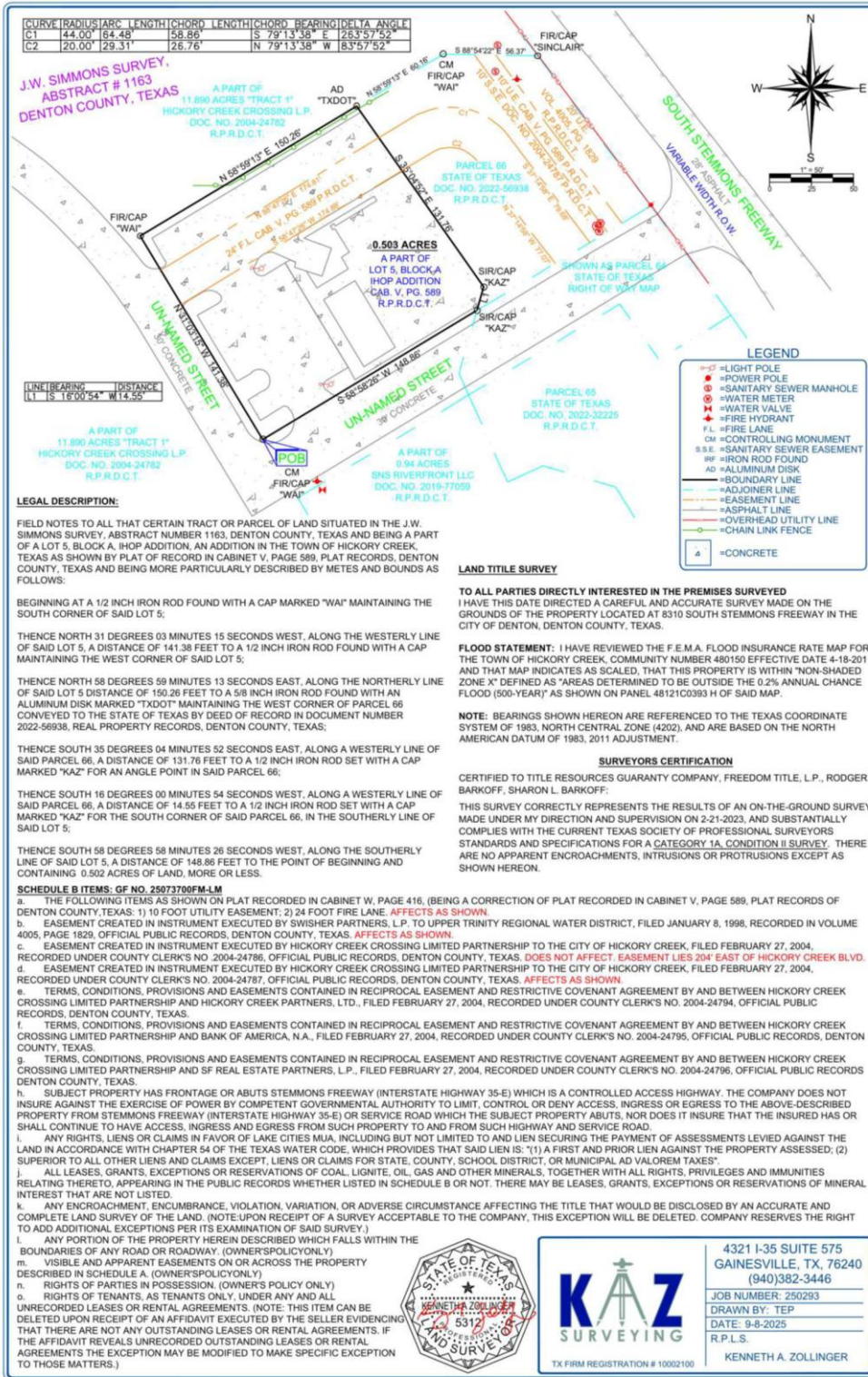
**Wood Chopper S.W.A.G. LLC**

By: \_\_\_\_\_  
Lisa Bettles, Owner/Operator

Date Signed: \_\_\_\_\_

# Exhibit A

[Leased Premises]



**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2026-05-\_\_\_**

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

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

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

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

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

**WHEREAS**, all prerequisites for the adoption of this Ordinance have been met including but not limited to the open meetings act; and

**WHEREAS**, the Town Council deems the adoption of this Ordinance to be in the best interests of the health, safety, and welfare of the public.

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

**SECTION 1  
INCORPORATION OF PREMISES**

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

**SECTION 2  
FINDINGS**

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

**SECTION 3**  
**APPOINTMENT**

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

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

**SECTION 4**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 5**  
**EFFECTIVE DATE**

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 11<sup>th</sup> day of May, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Matthew C.G. Boyle, Town Attorney  
Town of Hickory Creek, Texas

STATE OF TEXAS §

COUNTY OF DENTON §

**AGREEMENT**

This Agreement ("Agreement"), is made and entered into effective May 11, 2026 (the "Effective Date") by and between the Town of Hickory Creek, Texas, a Texas municipal corporation, hereinafter called "Town" and Cynthia Burkett, hereinafter called "Judge" both of whom agree as follows:

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

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

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

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

**SECTION 1. DUTIES.**

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

**SECTION 2. TERM.**

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

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

### SECTION 3. SEPARATION.

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

### SECTION 4. COMPENSATION.

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

### SECTION 5. PERFORMANCE EVALUATION.

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

### SECTION 6. BONDING.

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

SECTION 7. GENERAL PROVISIONS.

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

SECTION 8. APPROPRIATIONS.

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

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

**TOWN OF HICKORY CREEK**

\_\_\_\_\_  
Lynn C. Clark, Mayor

\_\_\_\_\_  
Cynthia Burkett, Presiding Judge

**ATTEST:**

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Matthew C.G. Boyle, Town Attorney

STATE OF TEXAS §

COUNTY OF DENTON §

**AGREEMENT**

This Agreement ("Agreement"), is made and entered into effective May 11, 2026 (the "Effective Date") by and between the Town of Hickory Creek, Texas, a Texas municipal corporation, hereinafter called "Town" and Kristen Leigh Homyk of Peace & Associates, PLLC, , hereinafter called "Judge" both of whom agree as follows:

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

WHEREAS, Judge desires to accept reappointment as Associate Judge and continue her duties as Associate Judge of Hickory Creek Municipal Court of Record No. 1; and

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

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

**SECTION 1. DUTIES.**

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

**SECTION 2. TERM.**

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

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

### SECTION 3. SEPARATION.

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

### SECTION 4. COMPENSATION.

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

### SECTION 5. PERFORMANCE EVALUATION.

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

### SECTION 6. BONDING.

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

SECTION 7. GENERAL PROVISIONS.

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

SECTION 8. APPROPRIATIONS.

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

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

**TOWN OF HICKORY CREEK**

\_\_\_\_\_  
Lynn C. Clark, Mayor

\_\_\_\_\_  
Kristen Homyk, Associate Judge

**ATTEST:**

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary

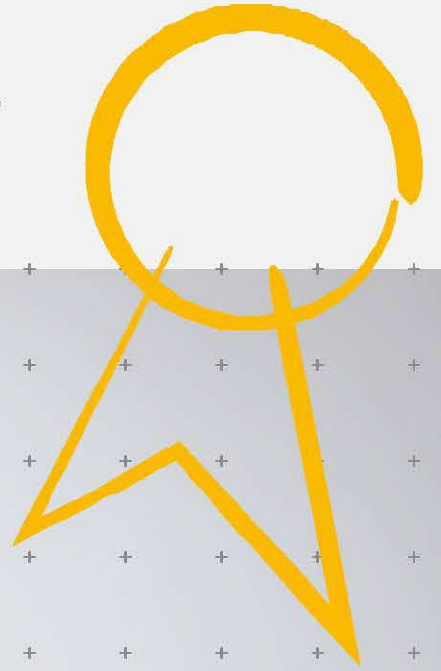
**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Matthew C.G. Boyle, Town Attorney



# Innovative solutions for today and tomorrow

Future-proof your business with Kyocera's technology.



**May 4, 2026**

Dear Kristi,

Thank you for considering KYOCERA Document Solutions to help you in your upcoming technology decision. Based on our discussion, we have prepared the following proposal for your approval.

When selecting a solution, there are many variables you need to consider: the company, the features of the product, the quality of the product, the financing available, the cost to obtain the solution, and the service support you will receive. Each company or individual has their own criteria when making a long-term decision, but we feel that we can offer you a complete solution to your needs.

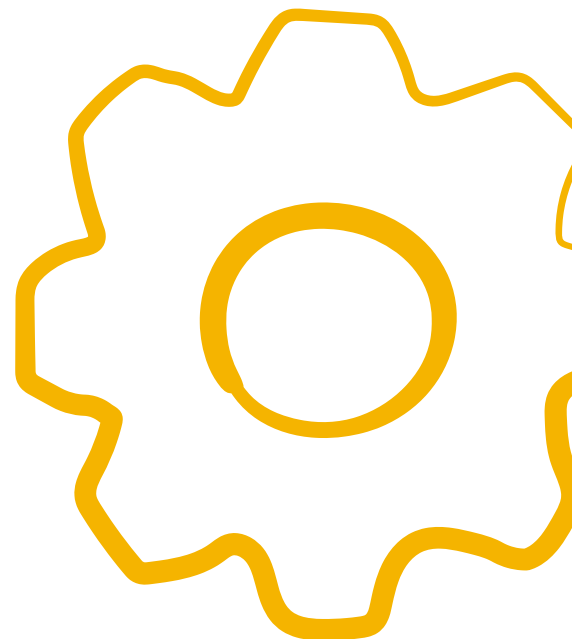
KYOCERA has been in business since 1959. We are a highly diversified global technology company. Our resources are strong and enable us to be the leader in handling large relationships in our market.

To continue to grow as we have over the past 57 years, we need to have complete client satisfaction. Our Performance Assurance Guarantee and ongoing quarterly reviews ensure your satisfaction both now and in the future.

I appreciate the opportunity to propose a solution for Town of Hickory Creek. I look forward to implementing our programs and solutions for you.

Sincerely,

Malcom Chakery  
Kyocera Document Solutions  
Senior Account Executive  
Call/Text: 817.723.1300  
Email: [malcom.chakery@da.kyocera.com](mailto:malcom.chakery@da.kyocera.com)



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@KyoceraUSA



KYOCERA Document  
Solutions America



kyocera\_usa



@KyoceraAmericas



KYOCERA Document  
Solutions America



# About Kyocera

Where global technology and local expert insights meet.

The clue is in the name. At Kyocera Document Solutions, documents are everything. Digital or physical, **documents are the lifeblood of day-to-day business.**

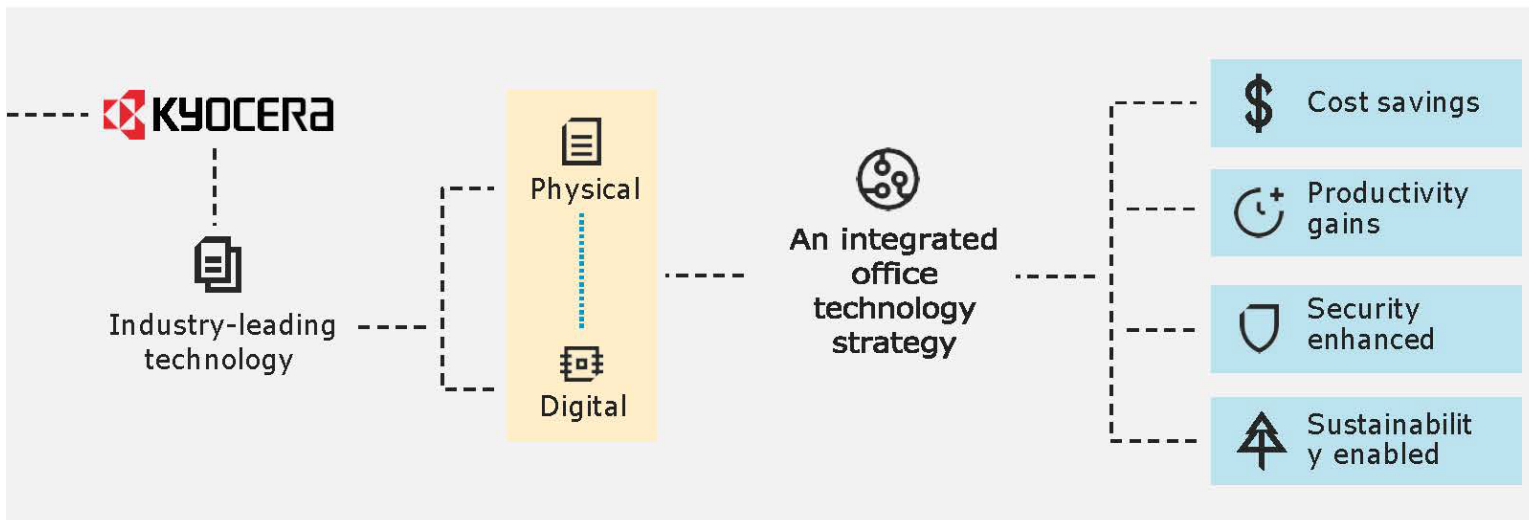


Technological infrastructure has become core to how organizations are thinking about their workforce's productivity and efficiency.

Economist Intelligence x Kyocera

The challenge of managing both print and digital documents has created new obstacles for organizations. For those who are unprepared, we can see that:

- 💰 Document management costs rise.
- ↓ Productivity levels drop.
- ⚠️ Security risks increase.
- 😞 Employee morale plummets.



## Let's future proof your business today.

Award-winning devices

Access control security

Remote device monitoring

Color print optimization

More information



# The best of continuous innovation

At Kyocera Document Solutions, we believe that those who stand still are already falling behind. As our founder Dr. Kazuo Inamori once said, **"No matter how large our company may become, we must remain visionary, passionate pioneers."**

As an organization we have stayed true to this philosophy since our foundation in 1959 in Kyoto, Japan.

An average of **2,000 new patents** each year.

In the United States, Kyocera has **two separate R&D centers**.

**Technology now extends** to electronic devices, semiconductor components, communications and beyond.

Document solutions now include **desktop and floor devices, production printers, and content management software**.



At Kyocera, we're always anticipating what the customer needs next and giving it to them before they have to ask.

**Frank Zupa**

Senior Vice President, Operations



# Who we are

At Kyocera, we pride ourselves in being a great company to do business with, a status that would not be possible without our people:

**1,400**  
employees

**10**  
subsidiaries

In 2023, Kyocera celebrated 50 years in proud partnership with American businesses. Since 1973 we've proven ourselves as a trusted partner, an organization that brings together world-class talent with truly brilliant technology to meet the needs of a changing business world.



At Kyocera, customers can count on a partner who is dedicated to putting customer needs first every time.

## Frank Zupa

Senior Vice President, Operations

Highly trained professionals, our service technicians are some of the very best in the business. But don't just take our word for it, Kyocera Document Solutions America, Inc. was named:



**Best Technical Service Provider**  
at The Cannata Report's 2023  
Frank Awards

With **100% support available on all Kyocera hardware and software** and an average **hotline hold time of two minutes**, our technician team is on hand to provide the service you need, when you need it.

Furthermore, with **Kyocera Fleet Services (KFS)**, Kyocera professionals can monitor device performance remotely, addressing potential issues before they affect your workflows. They demonstrate that prevention is, indeed, better than cure.



In 2024, Kyocera was crowned with the BLI 2024 A3 Line of the Year Award, the BLI 2024-2026 Most Color Consistent A3 Brand Award, and ten BLI 2024 Pick Awards by Keypoint Intelligence. In addition, we have a proven pedigree in document security. Our Evolution Series, exemplified by our TASKalfa 3554ci, has received the prestigious Keypoint Intelligence Security Validation Testing



At the end of 2023, **Kyocera Document Solutions America, Inc. was named a Great Place to Work for a third consecutive year.** As shown in recent years, these high levels of employee satisfaction will continue to translate into new levels of innovation and business excellence, resulting in even better products and services

More information



# About Kyocera Document Solutions Southwest

## Offering comprehensive solutions to modern companies

My team and I pride ourselves on offering the most contemporary and efficient solutions to companies in the Southwest.

Combining our expertise and customer-centric philosophy, we offer document management solutions and devoted service to help you maintain a competitive edge in the modern digital business landscape.

We can't wait to hear from you.

Our team at Kyocera Document Solutions Southwest are here to help you to put knowledge to work!

Providing printers, MFPs, IT Solutions and more in the Southwest, our regional office has decades of experience in giving you the local expertise you need.

If you print in the Southwest or need help in optimizing your way of handling documents, reach out today. We'll share how we can help local Texas organizations to become more efficient.



### Printers

Devices for all your printing needs.



### IT Solutions

For software that can optimize the way you operate.



### MPS

Managed Print Services to give you the complete package.



### Consultancy

You have an issue? We can help!



*David Coffman – President, KDS Southwest*

## Who we work with in the Southwest

"Kyocera came in and not only gave us a great price, but the customer service has been outstanding. They are always quick to respond and no matter what we need they are quick to provide. We are extremely grateful for Kyocera!"

Terri Clark, Specification Rubber Products, Inc.

# Sustainable success

Even before sustainability became a prominent consideration, it was one of Kyocera's core values. The environment has been a key consideration when developing technology since 1992 with the launch of the ECOSYS FS-1500.

Based on the principles of **ECONomy**, **ECOlogy** and **SYSTEM** solutions, these robust yet versatile devices are able to support demanding workloads without a drop in quality.

Today, more than **30 years later**, the ECOSYS brand of desktop printers is **known worldwide** as a guarantee of quality, reliability, and, of course, sustainability.

More information



Low energy consumption

Reduced electricity bills



Long life parts

Reduced downtime for parts replacement



Optimized dimensions

Made to fit even the most compact workspaces



Toner-only replacement

Not having to replace our drum when toner runs out reduces waste



# Why Kyocera?

Proud of our past, ready for our future.



## A complete A4 portfolio

Our portfolio of 20+ A4 MFP and printers is the most complete A4 lineup in the industry.



## Outstanding A3 technology

Kyocera's TASKalfa range of floor devices are some of the most renowned in the business.



## Three-tier color printing

Optimize your color usage for maximum impact at a reduced cost.



## Human-centric approach

We strive to do the right thing as human beings and put people and the planet first.



## Sustainability

With our ECOSYS devices, energy efficiency meets cartridge-free technology for lower TCO.



## Inkjet production printing

Our new inkjet technologies are just another example of our continuous innovation in action.



## Integrated software solutions

Accelerate digital transformation while optimizing your entire print environment.



## Organizational strength

The acquisition of companies such as DataBank enables Kyocera to strengthen in areas such as ECM.



## Trusted partners

Kyocera is now in its sixth decade as a proud partner of American businesses across the country.



## Our vision

Through simplicity and customer-centricity, our goal is to become the easiest company to do business with.

# Software Solutions

## Kyocera Cloud Print and Scan

Kyocera Cloud Print and Scan is Kyocera's native cloud print management tool that enables businesses to manage print environment costs and maintain the security of released jobs. KCPS increases the flexibility and features of a customer's print environment and removes the costs of on-site servers by managing their Kyocera devices in the cloud.



By moving a print server to the cloud, customers reduce the costs associated with having an on-premises server while also providing their business with the perfect solution when it comes to increased document security and management of print costs. Thanks to the embedded Print&Follow™ function, the documents sent to the MFP will remain in the system and can be securely printed from any device at any time. In a nutshell, this is one ready-made solution to drive productivity, enhance security, minimize workflow waste, and reduce costs.

## Kyocera Cloud Information Manager

This ECM software solution is designed to help small- and medium-sized businesses simplify document management and access for mobile workers.

KCIM provides businesses secure access to their documents through a web browser or the mobile app, providing full document access and the ability to upload and process files from anywhere. The platform also includes a "one click indexing" feature to simplify the labeling of documents and highlighting of keywords while enabling administrators to add user permissions for optimal security.

The KCIM platform supports various types of digital documents, and thanks to the intuitive and easy to use functions of the web browser interface, the uploading and finding of documents is a fast, secure and simple process.



# Kyocera Fleet Services

Total control for minimal downtime and new levels of business growth.

Underpinned by cutting-edge technology, Kyocera Fleet Services is designed to maximize your resources and optimize your print fleet to make sure you have the devices you need for your usage.

It allows our experts to conduct remote diagnostics and view real-time information to understand the performance of your devices. This secure cloud-based solution enables you to drive organizational efficiency through your usage of print.

Here are just some ways in which Kyocera Fleet Services can boost your business:

- + Reduced downtime thanks to remote service, creating a more positive user experience.
- + Your devices are consistently configured by Kyocera or your service provider with the latest software updates that can be completed remotely during off-peak hours.
- + Your IT department can focus on essential business, while Kyocera Fleet Services take care of your print needs from afar.
- + Rapid, contactless service means that any issues can be fixed quickly and without any inconvenience to your staff.



More information



# Proposal & Investment Plan

**Kyocera.**  
A total document  
solutions provider  
for your office.



The contents of this proposal are confidential trade secret information and intended for the use of Town of Hickory Creek only. The contents herein may not be reproduced without the specific written permission of KYOCERA Document Solutions. This is a proposal only and informative in nature. Actual contract terms and conditions, as well as final pricing, may change, and will be submitted upon your request.

Pricing in this proposal expires 10 days after May 4, 2026.

**FOR:** KRISTI ROGERS

**BY:** MALCOM CHAKERY

**DATE:** 5/4/26

# Proposed Solution

- + **(1) TASKalfa MZ5001ci**
- + Print/Copy/Scan in B/W and color
- + Best in class reliability
- + Premium service direct from the manufacturer



## **TASKalfa MZ5001ci**

With integrated cloud solutions, industry-leading reliability, and AI capabilities, Kyocera's A3 MFPs ensure optimal performance.

- 50ppm Color print, copy, scan and optional fax in one device
- Cloud-ready solutions simplify digital transformation
- AI features boost scanning efficiency
- Consistent color performance for professional results
- Durable components ensure industry leading uptime
- Government-level security and modern authentication for securing sensitive data

# Proposed Financials For:

Kyocera devices are best in class when it comes to security, reliability, and ease of use. Color or Monochrome, Desktop or Standing, our devices will help you control costs, increase productivity, and drive growth while minimizing risk. We are proud to propose the following device(s) for you:

QTY	MODEL	DESCRIPTION
1	TASKalfa MZ5001ci	50ppm Color and B/W print, copy, scan and fax

Please see attached brochure or specification sheet for more details.

## Lease Options

MONTHLY PAYMENT	LEASE TERM
\$266.22	36 Month
\$220.52	48 Month
\$194.75	60 Month

The Kyocera Service Plan also includes:

- + All parts, labor, toner, and service calls.
- + 4-hour response time in the metro area and next-day service for out-of-town customers.
- + The following volumes and overage prices:

<b>1000</b>	<b>Mono</b> copies per month	<b>.0089</b>	<u>per copy</u> for additional mono copies billed monthly
<b>Tiered Color</b>	<b>Color</b> copies per month	<b>Tiered Color</b>	<u>per copy</u> for additional color copies billed monthly

<u>New Tiered Color Rates</u>	<u>Current Tiered Color Rates</u>	
T1: .0174 Quantity: 700	Current Rate: .0350	<b>50% Savings</b>
T2: .0335 Quantity: 400	Current Rate: .0660	<b>49% Savings</b>
T3: .0456 Quantity: 200	Current Rate: .0840	<b>45% Savings</b>

We have right sized your maintenance agreement so you should not receive any overages.

**Current Lease Invoice: \$295.94**  
**New Price: \$194.75 (60 Month Lease)**  
**Savings: \$101.19 per month or \$6,071.14 over the term of the 60-month lease.**

# Performance Assurance



## Up-Time Assurance

With superior Kyocera device quality and support infrastructure, KYOCERA Document Solutions Southwest, LLC. guarantee 95% equipment uptime. If your uptime is less than guaranteed, the problem equipment will be replaced at “no cost” with a “like model” of similar volume and capabilities. Guaranteed uptime will be measured over two consecutive quarters. Downtime calculations begin at the time KYOCERA Document Solutions Southwest, LLC. receives the service call and continues until the service call is completed by a KDS Southwest technician and the equipment is deemed operational. Up-Time Assurance applies only to equipment that has been purchased/leased from, and continuously maintained by KYOCERA Document Solutions Southwest, LLC. This guarantee will be effective for 3 years after original installation or the end of the initial finance term, whichever is greater.



## Loaner Assurance

In the unlikely event that we are unable to repair your equipment within 48 hours, we will expedite a loaner of similar capabilities at “no cost”. The loaner unit will remain in place until we are able to repair and return your original device. Loaner Assurance applies only to equipment that has been purchased/leased from, and continuously maintained by KYOCERA Document Solutions Southwest, LLC. This guarantee will be effective for the term of your initial finance term, up to 63 months or effective for three years for a purchase.



## Obsolescence Assurance

Technology is ever evolving. As new products are introduced into the marketplace, old products are discontinued, and parts/supplies can become obsolete. This can be a concern when making long-term technology investments. If your equipment cannot be repaired to factory specs, or it's no longer cost effective to do so, KDS Southwest will replace the equipment at no added cost, with a “like model” of similar volume, capability, and features. Obsolescence Assurance applies only to Equipment that has been purchased/leased from, and continuously maintained by KYOCERA Document Solutions Southwest, LLC. This guarantee will be effective for 3 years after original installation or the end of the initial finance term, whichever is greater.



## Emergency Response

When you contact our Service Department, a certified service technician will attempt to respond to your emergency service call at your location within (4) business hours. In no event will our average response time, measured over ninety days, exceed four (4) business hours.



## Recognized Business Hours

Monday through Friday from 8:00 a.m. until 5:00 p.m. excluding published KYOCERA Document Solutions Southwest, LLC. holidays. An annual list of KDS Southwest holidays will be provided upon request.



## Device Relocations

If a move of the equipment is necessary, the Customer shall contact KYOCERA Document Solutions Southwest, LLC Service Dept to request a transportation estimate or otherwise report a new location a minimum of 30 days in advance of the move date. Contract covered equipment may only be moved to a new location within the service boundaries of KYOCERA Document Solutions Southwest, LLC. If the equipment is moved within the service boundaries of KYOCERA Document Solutions Southwest, LLC, no additional charge per impression will be added. If equipment moves out of our local boundaries it will be subject to different support rates, and we will facilitate setting up local support with another Kyocera direct operation or with our network of independent Kyocera-authorized partners across the United States.

[More information](#)



Kyocera Document Solutions has championed innovative technology since 1934. We enable our customers to turn information into knowledge, excel at learning and surpass others. With professional expertise and a culture of empathetic partnership, we help organizations put knowledge to work to drive change.

**KDS Southwest**  
2825 West Story Road  
Irving, TX 75038  
Tel: 469-574-0041  
Fax: 469-574-0039



[kyoceradocumentsolutions.us](https://www.kyoceradocumentsolutions.us)

THE STATE OF TEXAS §  
  §  
COUNTY OF DENTON §

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN  
DENTON COUNTY, TEXAS, AND THE TOWN OF HICKORY CREEK, TEXAS**

**THIS AMENDMENT** to the Interlocal Cooperation Agreement is made and entered into by and between Denton County, Texas, hereinafter “the County”; and the Town of Hickory Creek, Texas, hereinafter “the Town.” The County and the Town are collectively referred to herein as “the Parties.” On July 9, 2024, the Parties entered into an Interlocal Cooperation Agreement under Denton County Commissioners Court Order Number 24-0548, hereinafter “the original Agreement,” for the purpose of providing engineering, right-of-way acquisition, utility relocations, inspections, and construction for Carlisle Drive from South Lake Dallas Drive to Main Street, at a total estimated project cost of THREE MILLION ONE HUNDRED EIGHTY-SIX THOUSAND AND NO/100 DOLLARS (\$3,186,000.00).

**WHEREAS**, under the terms of the original Agreement, the County and Town agreed that the County would contribute an initial amount which shall not exceed FIVE HUNDRED NINETY-THREE THOUSAND AND NO/100 DOLLARS (\$593,000.00) toward satisfactory completion of the Project, with the intent to increase County contribution upon issuance of additional bond funds; and

**WHEREAS**, in accordance with Texas Government Code Section 791.011 (d)(3), each Party is paying for the performance of the functions herein from current revenues available to that Party; and

**WHEREAS**, the Parties to the original Agreement now intend to amend the original Agreement, in order to reflect an increase in the financial contribution of the County toward satisfactory completion of the Project, which shall be memorialized in this document as Amendment No. 1 to the original Agreement between the County and the Town;

**NOW, THEREFORE**, the County and the Town for the mutual covenants and agreements contained in the original Agreement and as contained herein, and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to amend Section II, Section III, and Section IV of the original Agreement to reflect the increase in the County’s contribution toward satisfactory completion of the Project. All other terms and

conditions of the original Agreement are hereby affirmed by the Parties. The amended portions of the original Agreement are as follows:

**AMENDED SECTION II**

The County and the Town hereby agree that Amendment No. 1 will amend the original Agreement to decrease the County contribution toward satisfactory completion of the Project from FIVE HUNDRED NINETY-THREE THOUSAND AND NO/100 DOLLARS (\$593,000.00) to an amount which shall not exceed TWO HUNDRED FORTY-THREE THOUSAND SIX HUNDRED SIXTY AND NO/100 DOLLARS (\$243,660.00), toward satisfactory completion of the Project. The County and the Town hereby agree that Amendment No. 1 will also amend the original Agreement to revise project phase to remove right-of-way acquisition, utility relocations, inspections, and construction and will consist only of engineering.

**AMENDED SECTION III**

The County and the Town hereby agree that Amendment No. 1 will amend the original Agreement to decrease the County contribution toward satisfactory completion of the Project from FIVE HUNDRED NINETY-THREE THOUSAND AND NO/100 DOLLARS (\$593,000.00) to an amount which shall not exceed TWO HUNDRED FORTY-THREE THOUSAND SIX HUNDRED SIXTY AND NO/100 DOLLARS (\$243,660.00), for an decreased County contribution toward satisfactory completion of the Project of THREE HUNDRED FORTY-NINE THOUSAND THREE HUNDRED FORTY AND NO/100 DOLLARS (\$349,340.00).

**AMENDED SECTION IV**

The County and the Town hereby agree that Amendment No. 1 will amend the original Agreement to request that the Town timely provide the County with all invoices and requested documentation in an amount which shall not exceed TWO HUNDRED FORTY-THREE THOUSAND SIX HUNDRED SIXTY AND NO/100 DOLLARS (\$243,660.00).

This Amendment to the original Agreement shall replace and supersede Section II, Section III, and Section IV of the original Agreement between the Parties. **All other provisions of the original Agreement shall remain in full force and effect unless modified by subsequent written amendment signed by both of the Parties to the original Agreement.**

This Agreement may be executed in multiple counterparts, attached to the original Agreement, and shall collectively constitute an Amendment to the original Agreement. All other terms and conditions of the original Agreement are hereby affirmed by the Parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**DENTON COUNTY, TEXAS**  
1 Courthouse Drive, Suite 3100  
Denton, Texas 76209

**TOWN OF HICKORY CREEK, TEXAS**  
1075 Ronald Reagan Avenue  
Hickory Creek, Texas 75065

By: \_\_\_\_\_  
Honorable Andy Eads  
Denton County Judge  
Acting by and on behalf of the authority  
of the Denton County Commissioners Court

By: \_\_\_\_\_  
Honorable Lynn Clark  
Mayor of the Town of Hickory Creek, Texas  
Acting by and on behalf of the authority  
of the Town of Hickory Creek, Texas

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Denton County Clerk

By: \_\_\_\_\_  
Town Secretary

**COUNTY AUDITOR'S CERTIFICATE**

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

\_\_\_\_\_  
Denton County Auditor

**APPROVAL OF**  
**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN**  
**DENTON COUNTY, TEXAS, AND THE TOWN OF HICKORY CREEK, TEXAS**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, hereby agrees to amend Section II, Section III, and Section IV of the Interlocal Cooperation Agreement, which was approved on July 9, 2024, under Denton County Commissioners Court Order Number 24-0548.

Amendment No. 1 will amend the original Agreement to decrease funding by the County toward satisfactory completion of the Project in the amount of THREE HUNDRED FORTY-NINE THOUSAND THREE HUNDRED FORTY AND NO/100 DOLLARS (\$349,340.00). The scope of the Project shall be revised to provide engineering of Carlisle Drive from South Lake Dallas Drive to Main Street. The total decreased Denton County commitment toward satisfactory completion of the Project shall be in an amount which shall not exceed TWO HUNDRED FORTY-THREE THOUSAND SIX HUNDRED SIXTY AND NO/100 DOLLARS (\$243,660.00).

**All other provisions of the original Agreement shall remain in full force and effect unless modified by subsequent written amendment signed by both of the Parties to the original Agreement.**

Denton County, Texas, hereby gives its specific written approval of the Parties prior to beginning the Project in satisfaction of the requirements of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

By vote on this date, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Presiding Officer of the Denton  
County Commissioners Court

# TEXAS POWER INSPECTIONS

## Plan Review & Inspections

### Town of Hickory Creek Building Inspection Services Proposals

**W. Scott Leavelle:**

**Title**- Building Official

Master Electrician- TDLR# 73310

TSBPE Plumbing Inspector# I-2430

8 International Code Council Certifications- # 5046024

ICC Building Plans Examiner

ICC Commercial Building Inspector

ICC Mechanical Inspector- Commercial & Residential

ICC Electrical Inspector- Commercial & Residential

ICC Plumbing Inspector- Commercial & Residential

\*Former Owner and Operator of Big Bear Electric: wired over 500 homes and remodels from 1992 to 2017. Homes range from 2,000 to 14,000 sq. ft.

Commercial Installations: Fire Stations, JPS Hospital, Dr. Offices, Schools, Grocery stores, Office buildings, Theatres, and more.

\*Former Owner and Operator of Triple Crown Custom Homes: Built over 50 Custom homes ranging from 3,000 to 7,000 sq. ft.

\*Developer of a residential subdivision from land acquisition to (8) 1 acre lots ready to build with all utilities. Southlake, TX. Subdivision name, Autumn Creek.

\*Building Inspector for Flower Mound and Grapevine TX for a combined 14 years.

\*Former Assistant Building Official for Grapevine, TX.

\*Inspected: State of the art High school stadiums, Gaylord Texan Hotel, Main Street Train Station Hotel, Marinas, Fire Stations, Schools, Historical Districts, 300,000 sq.ft. Warehouses, Everything in Grapevine.

Plan Review all Residential and Commercial projects in Grapevine for all buildings listed above.

Shannon Gonzales: Building Inspector 5 ICC Certifications #9630198

Residential Combination

Residential Electrical

Residential Mechanical

Residential Plumbing

Residential Building

Texas State Board of Plumbing Examiners- Plumbing Inspector TSBPE# I-4191

**Our Availability: Anytime during business hours**

Monday Through Friday 8:00am to 5:00pm




Residential Courtesy Walk Thru	\$120
Commercial Inspections:	\$85 per Inspection
(The Number of Commercial Inspections is an estimate prior to issuing permit to assist the permit clerk in determining Value)	
Pre-Construction Meetings:	\$125 (1 hour)
Re-Inspection Fee:	\$50
Plan Review:	
New Home:	\$225
Residential Remodel:	\$85
Residential Addition:	\$85
Swimming Pools:	\$85
Residential Detached Buildings:	\$85
Generators:	\$55
Solar Panels:	\$55
Signs:	\$55
Fence:	\$40
Irrigation:	\$40
Commercial Projects:	\$125 per hour (2 hr Min)

An estimate will be given prior to any commercial plan review.

This Agreement will begin starting June 1<sup>st</sup>, 2026. The rate for these inspections is good for 1 year.

To agree to the rates and terms listed in this agreement please sign below.  
Agreement terms is one year from the start date.

Town of Hickory Creek \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name of Signee \_\_\_\_\_

Texas Power Inspections \_\_\_\_\_  
 \_\_\_\_\_ Date: 4-9-26  
(W. Scott Leavelle)

Texas Power Inspections  
302 W. Neale St.  
Trenton TX 75490

**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2026-0511-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND THE U.S. ARMY CORP OF ENGINEERS, FORT WORTH DISTRICT CONCERNING INCREASED LAW ENFORCEMENT FOR LEWISVILLE LAKE LYING WITHIN HICKORY CREEK, 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; and

**WHEREAS**, the Town Council desires to ratify an agreement between the Town of Hickory Creek, Texas and the U.S. Army Corp of Engineers, Fort Worth District concerning Increased Law Enforcement for Lewisville Lake lying within Hickory Creek, Texas; and

**WHEREAS**, all prerequisites for the approval of this Resolution have been met, including but not limited to the open meetings act; and

**WHEREAS**, the Town Council deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

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

**Section 1:** All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**Section 2:** The Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and the U.S. Army Corp of Engineers, Fort Worth District effective April 23, 2026, and attached hereto as Exhibit A.

**Section 3:** The resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 11<sup>th</sup> day of May, 2026.

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

ATTEST:

\_\_\_\_\_  
Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas



## Continuation of Supplies or Services and Prices/Costs

### Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	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 in Lewisville Lake lying within the town of Hickory Creek as defined in this Performance Work Statement (PWS) except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in this contract.				
0001AA	Funding Only: CLIN 0001 HICKORY CREEK INCREASED LAW ENFORCEMENT POP 27-APR-26- 08-SEP-26; Pricing Arrangement: Firm Fixed Price ACRN: AA PR Number: W45XMA60371077PR Line Item Number: 0001	496	Hours	USD 122.90	Firm Price USD 60,958.40 Funded Amount USD 60,958.40
0001AB	Funding Only: CLIN 0002 HICKORY CREEK INCREASED LAW ENFORCEMENT Vehicle POP 24-APR-26 - 07-SEP-26; Pricing Arrangement: Firm Fixed Price ACRN: AA PR Number: W45XMA60371077PR Line Item Number: 0002	496	Hours	USD 30.66	Firm Price USD 15,207.36 Funded Amount USD 15,207.36

## Continuation of Description

### Requirements

The Contractor shall perform increased law enforcement services in Lewisville Lake lying within town of Hickory Creek.

0001

North American Industry Classification System (NAICS) : 922120

0001AA

Product Service Code : S211

0001AB

Product Service Code : S211

## Continuation of Inspection and Acceptance

### Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: The government will designate, in writing, a Quality Assurance Representative (QAR) to perform Quality Assurance Inspections, invoice reviews, and perform general contract oversight, and complete other contract services tasks as necessary. The written designation will be issued to the Contractor at the pre-work conference.</p> <p>DoDAAC: 967431 CountryCode: USA</p> <p>ARMY CORPS OF ENGINEERS CIVIL WORKS LEWISVILLE PROJECT OFC, 1801 N MILL STREET LEWISVILLE, TX 75067 UNITED STATES</p> <p>Kenneth D. Myers</p>
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## Continuation of Deliveries or Performance

0001AA	<p><b>Quantity</b> 496 Hours</p> <p><b>Address and POC</b></p> <p><b>Period of Performance</b> From 24 Apr 2026 To 07 Sep 2026</p>
0001AB	<p><b>Quantity</b> 496 Hours</p> <p><b>Address and POC</b></p> <p><b>Period of Performance</b> From 24 Apr 2026 To 07 Sep 2026</p>

**Continuation of Accounting and Appropriation Data**

ACRN	LOA	Total Amount		
AA	^^NA^096^^X^3123^000^^254^D^NA^^^^0000 ^8736^096412^2455^M2R0J00^2964J6^2964J6^ 2540^W45XMA60371077^009740^	USD 76,165.76		
Line Item		R/MIPR - PR Line Item#	CIN	Amount
SLIN (Separately Identified) 0001AA		W45XMA60371077 - 0001		USD 60,958.40
SLIN (Separately Identified) 0001AB		W45XMA60371077 - 0002		USD 15,207.36

## Contract Clauses

### FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-00038)	2026-02		

Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Feb 2026) (Deviation 2026-00038)

(a) Definition. As used in this clause-

Commercially available off-the-shelf (COTS) item

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that-

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.212-4                      Terms and Conditions-                      2026-02  
Commercial Products and  
Commercial Services. (Deviation)

Terms and Conditions-Commercial Products and Commercial Services (Feb 2026) (Deviation)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) 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.

(c) 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.

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

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. 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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) 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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) 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;

(D) Contractor point of contact; and

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

(5) 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 FAR part

33 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 FAR part 32).

(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 termination for cause.

(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 for interest credits prescribed in FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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 under this contract 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) 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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) 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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(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 (s)(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.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) 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)

52.222-41            Service Contract Labor            2026-02  
                         Standards. (Deviation)

Service Contract Labor Standards (Feb 2026) (Deviation)

(a) Definitions. As used in this clause-

Contractor, when this clause is used in any subcontract, must be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor must be paid not less than the minimum monetary wages and must be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor must classify any class of service employee which is not listed therein 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) 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. Such conformed class of employees must be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure must be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor must submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer must review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division must be transmitted to the Contracting Officer who must promptly notify the Contractor of the action taken. Each affected employee must be furnished by the Contractor with a written copy of such determination or it must be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor must advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract must in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause must be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division must make a final determination of conformed classification, wage rate, and/or fringe benefits which must be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract must be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart

D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor contracts. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1 b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and /or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination must be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination must be

effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor under this contract must notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or must post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) must be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) Safe and sanitary working conditions. The Contractor or subcontractor must not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor must comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute must make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A

copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor must also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, must take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor must unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments must be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The Contracting Officer must withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor must report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report must be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements must be reported promptly after negotiation thereof.

(n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor must furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list must also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer must turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Representation.

(1) By entering into this contract, the Contractor (and officials thereof) represents that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship and Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program must be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed.

The wage rates paid apprentices must not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification must not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit must not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)



contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, ( 41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, must apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, ( 29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, must apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but must not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor must notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is

extended in writing by the Contracting Officer. The Contractor must promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice must contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates must be modified in writing. The Contractor must continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative must have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (Deviation)	2026-02
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Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Feb 2026)  
(Deviation)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with-

(1) An increased or decreased wage determination applied to this contract by operation of law;

or

(2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it must not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor must notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor must promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice must contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates must be modified in writing. The Contractor must continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative must, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(End of clause)

52.222-50	Combating Trafficking in Persons. (Deviation)	2026-02
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Combating Trafficking in Persons (Feb 2026) (Deviation)

(a) Definitions. As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent

contractor, authorized to act on behalf of the organization.

Coercion means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item -

- (1) Means any item of supply (including construction material) that is-
  - (i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-
  - (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
  - (ii) Advertising;
  - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
  - (iv) Processing applications and petitions;
  - (v) Acquiring visas, including any associated fees;
  - (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
  - (vii) Accessing the job opportunity, including required medical examinations and immunizations;

background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

- (C) Recruiters;
- (D) Staffing firms (including private employment and placement firms);
- (E) Subsidiaries/affiliates of the employer;
- (F) Any agent or employee of such entities; and
- (G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor must, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees

the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and

referral actions.

(i) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-62          Paid Sick Leave Under Executive          2026-02  
Order 13706. (Deviation)

Paid Sick Leave Under Executive Order 13706 (Feb 2026) (Deviation)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)-

Child, "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

Employee -

(1)

(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13.

Parent, "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706.

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor must-

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer must, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including-

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.

(h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

(i) Recordkeeping.

(1) The Contractor must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor must make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

- (iii) The rate or rates of wages paid (including all pay and benefits provided).
  - (iv) The number of daily and weekly hours worked.
  - (v) Any deductions made.
  - (vi) The total wages paid (including all pay and benefits provided) each pay period.
  - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
  - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
  - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to E.O. 13706).
  - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
  - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
  - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
  - (xiii) The relevant contract.
  - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
  - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)

(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor must keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor must permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, must be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and

/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor must not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and must maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor must not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor must not discharge or in any other manner discriminate against any employee for-

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.

(k) Notice. The Contractor must notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract must not be subject to the general disputes clause of the contract. Such disputes must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving. 2024-05

### Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)

(a) Definitions. As used in this clause-

"Driving"-

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to-

(1) Adopt and enforce policies that ban text messaging while driving-

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
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Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government

can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of clause)

52.233-3	Protest after Award. (Deviation) (Alternate I)	2026-02	Alternate I	2026-02
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Alternate I (Feb 2026) (Deviation). As prescribed in 33.107(b), substitute in paragraph (a)(2) the words "the Termination clause of this contract" for the words "the Default, or the Termination for Convenience of the Government clause of this contract." In paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both."

52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	2026-02
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Applicable Law for Breach of Contract Claim (Feb 2026) (Deviation)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

**DFARS Clauses Incorporated by Full Text**

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		

REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. "Covered DoD official," as used in this clause, means an individual that-

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served-

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S. C. 2105(c).

(End of clause)

252.203-7002 Requirement to Inform 2022-12  
Employees of Whistleblower  
Rights.

## REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

(DEC 2022)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 4701, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

252.204-7004 Antiterrorism Awareness Training 2023-01  
for Contractors.

## ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023)

(a) Definition. As used in this clause-

"Military installation" means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) Training. Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT

Standards, Level I antiterrorism awareness training shall be completed-

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) Additional information. Information and guidance pertaining to DoD antiterrorism awareness training is available at <https://jko.jten.mil/> or as otherwise identified in the performance work statement.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial products and commercial services, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

(End of clause)

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
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## SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)

(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-Other Than Commercial Products and Commercial Services, 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 <https://csrc.nist.gov/publications/sp800>) 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](mailto: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/documents-templates/>) 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 products or commercial services, 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)

252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime. 2023-01

## PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)

(a) Definitions. As used in this clause-

"Agency or instrumentality of the government of Venezuela" means an agency or instrumentality of a foreign state as defined in 28 U.S.C. 1603(b), with each reference in section 1603(b) 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 paragraph (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), DoD is 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 U.S. 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) The Contractor shall-

(1) 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 U.S. Government; or

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

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial products.

(End of clause)

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
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#### ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause-

"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include-

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include-

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include-

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the

Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

"Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

"Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order. .

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7010 Levies on Contract Payments. 2006-12

#### LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide-

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including-

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

## Addendum to Contract Clauses

### FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		

Prohibition on Contracting with Inverted Domestic Corporations (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

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).

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.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.213-4            Terms and Conditions-Simplified            2026-02  
                         Acquisitions (Noncommercial).  
                         (Deviation 2026-O0038)

Terms and Conditions-Simplified Acquisitions (Noncommercial) (Feb 2026) (Deviation 2026-O0038)

(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 period of 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) 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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(c) 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 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.

(d) 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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.

(e) 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.

(End of clause)

### Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

(End of clause)

### DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		

### PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JAN 2023)

(a) Definitions. As used in this clause-

"Detainee" means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

"Interrogation of detainees" means a systematic process of formally and officially questioning a

detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial services, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

## List of Contract Documents, Exhibits, or Attachments

Miscellaneous text in this section has been added to:

The attachments listed in this Section are incorporated by reference and made part of this contract with the same force and effect as if included in full text.

\*\*\* END OF NARRATIVE \*\*\*

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	WD_2015-5227_Rev27_03Dec2025_B04	Wage Determination		30 Mar 2026			Attachment	No
0002	PWS_ILE_Hickory Creek_A02	Performance Work Statement		30 Mar 2026			Attachment	No
0003	Price Sheet_ILE_Hickory Creek_A02	Price Sheet		30 Mar 2026			Attachment	No

"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
Daniel W. Simms Director		Wage Determination No.: 2015-5227 Revision No.: 27 Date Of Last Revision: 12/03/2025

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		19.73
01012 - Accounting Clerk II		22.14
01013 - Accounting Clerk III		24.77
01020 - Administrative Assistant		37.35
01035 - Court Reporter		27.34
01041 - Customer Service Representative I		16.61
01042 - Customer Service Representative II		18.12
01043 - Customer Service Representative III		20.34
01051 - Data Entry Operator I		17.44
01052 - Data Entry Operator II		19.03
01060 - Dispatcher, Motor Vehicle		22.57
01070 - Document Preparation Clerk		18.70
01090 - Duplicating Machine Operator		18.70
01111 - General Clerk I		16.40
01112 - General Clerk II		17.90
01113 - General Clerk III		20.09
01120 - Housing Referral Assistant		24.98
01141 - Messenger Courier		18.20
01191 - Order Clerk I		19.31
01192 - Order Clerk II		21.07
01261 - Personnel Assistant (Employment) I		19.75
01262 - Personnel Assistant (Employment) II		22.09
01263 - Personnel Assistant (Employment) III		24.62
01270 - Production Control Clerk		26.43
01290 - Rental Clerk		17.40
01300 - Scheduler, Maintenance		20.03

01311 - Secretary I	20.03
01312 - Secretary II	22.41
01313 - Secretary III	24.98
01320 - Service Order Dispatcher	20.18
01410 - Supply Technician	37.35
01420 - Survey Worker	21.67
01460 - Switchboard Operator/Receptionist	17.54
01531 - Travel Clerk I	21.10
01532 - Travel Clerk II	23.67
01533 - Travel Clerk III	26.35
01611 - Word Processor I	18.10
01612 - Word Processor II	20.32
01613 - Word Processor III	22.73
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.94
05010 - Automotive Electrician	24.33
05040 - Automotive Glass Installer	23.07
05070 - Automotive Worker	23.07
05110 - Mobile Equipment Servicer	20.09
05130 - Motor Equipment Metal Mechanic	25.62
05160 - Motor Equipment Metal Worker	23.07
05190 - Motor Vehicle Mechanic	25.62
05220 - Motor Vehicle Mechanic Helper	18.35
05250 - Motor Vehicle Upholstery Worker	21.81
05280 - Motor Vehicle Wrecker	23.07
05310 - Painter, Automotive	24.33
05340 - Radiator Repair Specialist	23.07
05370 - Tire Repairer	17.87
05400 - Transmission Repair Specialist	25.62
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.14
07041 - Cook I	17.13
07042 - Cook II	19.68
07070 - Dishwasher	14.82
07130 - Food Service Worker	14.54
07210 - Meat Cutter	17.60
07260 - Waiter/Waitress	12.96
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.46
09040 - Furniture Handler	12.67
09080 - Furniture Refinisher	20.62
09090 - Furniture Refinisher Helper	15.56
09110 - Furniture Repairer, Minor	18.49
09130 - Upholsterer	18.68
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.23
11060 - Elevator Operator	16.61
11090 - Gardener	24.30
11122 - Housekeeping Aide	16.61

11150 - Janitor	16.61
11210 - Laborer, Grounds Maintenance	18.08
11240 - Maid or Houseman	15.21
11260 - Pruner	15.97
11270 - Tractor Operator	22.20
11330 - Trail Maintenance Worker	18.08
11360 - Window Cleaner	18.81
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	26.71
12012 - Certified Occupational Therapist Assistant	38.45
12015 - Certified Physical Therapist Assistant	37.56
12020 - Dental Assistant	22.52
12025 - Dental Hygienist	44.25
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	23.88
12072 - Licensed Practical Nurse II	26.71
12073 - Licensed Practical Nurse III	29.77
12100 - Medical Assistant	19.31
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	21.64
12190 - Medical Record Technician	24.21
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	49.62
12221 - Nursing Assistant I	14.59
12222 - Nursing Assistant II	16.42
12223 - Nursing Assistant III	17.92
12224 - Nursing Assistant IV	20.11
12235 - Optical Dispenser	19.50
12236 - Optical Technician	18.01
12250 - Pharmacy Technician	21.78
12280 - Phlebotomist	21.45
12305 - Radiologic Technologist	38.14
12311 - Registered Nurse I	29.38
12312 - Registered Nurse II	35.93
12313 - Registered Nurse II, Specialist	35.93
12314 - Registered Nurse III	43.47
12315 - Registered Nurse III, Anesthetist	43.47
12316 - Registered Nurse IV	52.12
12317 - Scheduler (Drug and Alcohol Testing)	33.09
12320 - Substance Abuse Treatment Counselor	27.74
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.72
13012 - Exhibits Specialist II	28.14
13013 - Exhibits Specialist III	34.41
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91

13043 - Illustrator III	36.88
13047 - Librarian	33.40
13050 - Library Aide/Clerk	15.50
13054 - Library Information Technology Systems Administrator	30.16
13058 - Library Technician	18.71
13061 - Media Specialist I	21.77
13062 - Media Specialist II	24.35
13063 - Media Specialist III	27.13
13071 - Photographer I	19.31
13072 - Photographer II	21.60
13073 - Photographer III	26.75
13074 - Photographer IV	32.73
13075 - Photographer V	39.61
13090 - Technical Order Library Clerk	19.46
13110 - Video Teleconference Technician	24.44
14000 - Information Technology Occupations	
14041 - Computer Operator I	24.21
14042 - Computer Operator II	27.07
14043 - Computer Operator III	30.19
14044 - Computer Operator IV	33.55
14045 - Computer Operator V	37.15
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	24.21
14160 - Personal Computer Support Technician	33.55
14170 - System Support Specialist	42.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	38.79
15020 - Aircrew Training Devices Instructor (Rated)	46.93
15030 - Air Crew Training Devices Instructor (Pilot)	56.27
15050 - Computer Based Training Specialist / Instructor	38.79
15060 - Educational Technologist	37.48
15070 - Flight Instructor (Pilot)	56.27
15080 - Graphic Artist	30.51
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	56.27
15086 - Maintenance Test Pilot, Rotary Wing	56.27
15088 - Non-Maintenance Test/Co-Pilot	56.27
15090 - Technical Instructor	27.43
15095 - Technical Instructor/Course Developer	33.55
15110 - Test Proctor	22.14
15120 - Tutor	22.14
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.53

16030 - Counter Attendant	12.53
16040 - Dry Cleaner	16.10
16070 - Finisher, Flatwork, Machine	12.53
16090 - Presser, Hand	12.53
16110 - Presser, Machine, Drycleaning	12.53
16130 - Presser, Machine, Shirts	12.53
16160 - Presser, Machine, Wearing Apparel, Laundry	12.53
16190 - Sewing Machine Operator	17.07
16220 - Tailor	18.34
16250 - Washer, Machine	13.77
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.48
19040 - Tool And Die Maker	29.58
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.79
21030 - Material Coordinator	26.43
21040 - Material Expediter	26.43
21050 - Material Handling Laborer	18.41
21071 - Order Filler	17.46
21080 - Production Line Worker (Food Processing)	22.79
21110 - Shipping Packer	19.41
21130 - Shipping/Receiving Clerk	19.41
21140 - Store Worker I	14.64
21150 - Stock Clerk	21.22
21210 - Tools And Parts Attendant	22.79
21410 - Warehouse Specialist	22.79
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	44.48
23019 - Aircraft Logs and Records Technician	36.13
23021 - Aircraft Mechanic I	42.44
23022 - Aircraft Mechanic II	44.48
23023 - Aircraft Mechanic III	46.54
23040 - Aircraft Mechanic Helper	30.41
23050 - Aircraft, Painter	40.30
23060 - Aircraft Servicer	36.13
23070 - Aircraft Survival Flight Equipment Technician	40.30
23080 - Aircraft Worker	38.22
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	38.22
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	42.44
23110 - Appliance Mechanic	23.07
23120 - Bicycle Repairer	20.03
23125 - Cable Splicer	37.43
23130 - Carpenter, Maintenance	23.28
23140 - Carpet Layer	22.33
23160 - Electrician, Maintenance	27.77
23181 - Electronics Technician Maintenance I	29.74
23182 - Electronics Technician Maintenance II	31.36

23183 - Electronics Technician Maintenance III	33.03
23260 - Fabric Worker	26.87
23290 - Fire Alarm System Mechanic	24.37
23310 - Fire Extinguisher Repairer	22.75
23311 - Fuel Distribution System Mechanic	24.16
23312 - Fuel Distribution System Operator	18.94
23370 - General Maintenance Worker	22.49
23380 - Ground Support Equipment Mechanic	42.44
23381 - Ground Support Equipment Servicer	36.13
23382 - Ground Support Equipment Worker	38.22
23391 - Gunsmith I	22.75
23392 - Gunsmith II	26.13
23393 - Gunsmith III	29.01
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.73
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.06
23430 - Heavy Equipment Mechanic	29.88
23440 - Heavy Equipment Operator	24.08
23460 - Instrument Mechanic	27.95
23465 - Laboratory/Shelter Mechanic	27.55
23470 - Laborer	18.41
23510 - Locksmith	23.89
23530 - Machinery Maintenance Mechanic	30.23
23550 - Machinist, Maintenance	27.59
23580 - Maintenance Trades Helper	18.78
23591 - Metrology Technician I	27.95
23592 - Metrology Technician II	29.30
23593 - Metrology Technician III	30.67
23640 - Millwright	30.29
23710 - Office Appliance Repairer	22.10
23760 - Painter, Maintenance	21.42
23790 - Pipefitter, Maintenance	30.56
23810 - Plumber, Maintenance	29.02
23820 - Pneudraulic Systems Mechanic	29.01
23850 - Rigger	26.44
23870 - Scale Mechanic	26.13
23890 - Sheet-Metal Worker, Maintenance	27.32
23910 - Small Engine Mechanic	24.18
23931 - Telecommunications Mechanic I	29.53
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	31.33
23960 - Welder, Combination, Maintenance	23.70
23965 - Well Driller	27.31
23970 - Woodcraft Worker	29.01
23980 - Woodworker	22.75
24000 - Personal Needs Occupations	
24550 - Case Manager	22.16
24570 - Child Care Attendant	14.31

24580 - Child Care Center Clerk	17.84
24610 - Chore Aide	12.14
24620 - Family Readiness And Support Services Coordinator	22.16
24630 - Homemaker	22.16
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	34.68
25040 - Sewage Plant Operator	24.66
25070 - Stationary Engineer	34.68
25190 - Ventilation Equipment Tender	24.85
25210 - Water Treatment Plant Operator	24.66
27000 - Protective Service Occupations	
27004 - Alarm Monitor	26.12
27007 - Baggage Inspector	16.41
27008 - Corrections Officer	28.02
27010 - Court Security Officer	29.74
27030 - Detection Dog Handler	18.61
27040 - Detention Officer	28.02
27070 - Firefighter	31.46
27101 - Guard I	16.41
27102 - Guard II	18.61
27131 - Police Officer I	39.56
27132 - Police Officer II	43.97
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.90
28042 - Carnival Equipment Repairer	20.68
28043 - Carnival Worker	13.59
28210 - Gate Attendant/Gate Tender	18.43
28310 - Lifeguard	13.98
28350 - Park Attendant (Aide)	20.62
28510 - Recreation Aide/Health Facility Attendant	15.05
28515 - Recreation Specialist	25.54
28630 - Sports Official	16.42
28690 - Swimming Pool Operator	23.76
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	34.00
29020 - Hatch Tender	34.00
29030 - Line Handler	34.00
29041 - Stevedore I	32.14
29042 - Stevedore II	35.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	50.09
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	34.53
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	38.03
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	31.93

30051 - Cryogenic Technician I	30.30
30052 - Cryogenic Technician II	33.46
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	19.32
30082 - Engineering Technician II	21.67
30083 - Engineering Technician III	24.23
30084 - Engineering Technician IV	30.03
30085 - Engineering Technician V	36.74
30086 - Engineering Technician VI	44.45
30090 - Environmental Technician	25.52
30095 - Evidence Control Specialist	27.36
30210 - Laboratory Technician	29.42
30221 - Latent Fingerprint Technician I	28.73
30222 - Latent Fingerprint Technician II	31.74
30240 - Mathematical Technician	33.58
30361 - Paralegal/Legal Assistant I	23.64
30362 - Paralegal/Legal Assistant II	29.28
30363 - Paralegal/Legal Assistant III	35.81
30364 - Paralegal/Legal Assistant IV	43.33
30375 - Petroleum Supply Specialist	33.46
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	33.46
30461 - Technical Writer I	31.09
30462 - Technical Writer II	38.02
30463 - Technical Writer III	45.99
30491 - Unexploded Ordnance (UXO) Technician I	31.83
30492 - Unexploded Ordnance (UXO) Technician II	38.52
30493 - Unexploded Ordnance (UXO) Technician III	46.16
30494 - Unexploded (UXO) Safety Escort	31.83
30495 - Unexploded (UXO) Sweep Personnel	31.83
30501 - Weather Forecaster I	30.30
30502 - Weather Forecaster II	36.85
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.97
30621 - Weather Observer, Senior	(see 2) 27.36
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	38.52
31020 - Bus Aide	18.10
31030 - Bus Driver	26.39
31043 - Driver Courier	19.61
31260 - Parking and Lot Attendant	14.52
31290 - Shuttle Bus Driver	18.53
31310 - Taxi Driver	13.24
31361 - Truckdriver, Light	21.46
31362 - Truckdriver, Medium	23.30
31363 - Truckdriver, Heavy	27.51

31364 - Truckdriver, Tractor-Trailer	27.51
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	18.78
99030 - Cashier	14.03
99050 - Desk Clerk	15.22
99095 - Embalmer	26.70
99130 - Flight Follower	31.83
99251 - Laboratory Animal Caretaker I	16.42
99252 - Laboratory Animal Caretaker II	17.97
99260 - Marketing Analyst	37.40
99310 - Mortician	26.46
99410 - Pest Controller	23.68
99510 - Photofinishing Worker	16.40
99710 - Recycling Laborer	25.54
99711 - Recycling Specialist	31.37
99730 - Refuse Collector	22.57
99810 - Sales Clerk	15.30
99820 - School Crossing Guard	15.93
99830 - Survey Party Chief	31.25
99831 - Surveying Aide	18.73
99832 - Surveying Technician	24.00
99840 - Vending Machine Attendant	17.37
99841 - Vending Machine Repairer	21.84
99842 - Vending Machine Repairer Helper	17.37

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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](http://www.dol.gov/whd/govcontracts).

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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))."

## PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Hickory Creek Police Department  
Lewisville Lake  
2026

### Part 1 General Information

**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 Hickory Creek Police Department (Contractor) who, in turn is responsible to the U.S. Army Corps of Engineers, Lewisville Lake

**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 (PWS) except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in this contract.

**1.2 Background:** Increased Law enforcement contracts are needed to help improve safety and protection of the people enjoying USACE administered land, as USACE personnel are not able to provide heightened security due to not having arrest powers and legal authority to do so.

**1.3 Scope:** The Contractor shall provide non-personal service(s). 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 and Westlake Parks. 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. The contractor shall provide visible and verifiable presence and actions in the designated areas at the specified days and times. 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.

1.3.1 Contractor shall provide described services on certain days of the week from 24 April 2026 (Friday) through 7 September 2026 (Monday), for a total of 496 patrol hours, further specified in Attachments 1, 2, and 3 to this PWS. Effective start date is 24 April 2026 (Friday) 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 any Federal holidays (see Attachments 1,2 and 3)

1.3.2 Officer Check-in: Officers scheduled to work patrol must verbally check-in with dispatch or use other pre-determined means to notify on-duty USACE Park Rangers of their unit number and presence. Means of check-in will be specified and agreed upon during pre-work conference.

1.3.3 Monthly Schedule: Within five (5) calendar days of the start of each month, the Contractor will provide the Government Quality Assurance Representative (QAR) the name and unit number of each officer who will be performing scheduled work for the following month under this contract.

1.3.4 Scheduling Conflicts/Deviations: If the Contractor cannot provide services on days specified in Attachment 4 Patrol Schedule, the Contractor must notify the Government QAR at least 24 hours in advance. If an officer must leave during their scheduled shift, on duty USACE Park Rangers must be notified. In the event of an unforeseen circumstance which prevents an officer from serving all or part of a shift, the incomplete hours would not be billable to the Government. Any schedule deviations shall be mutually agreed upon and coordinated in advance by the Lake Manager or their representative and the Contractor and in no event will the total man-hours specified in the contract be exceeded.

1.3.5 Daily Enforcement Action Summary: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format, Attachment 4 Daily Enforcement Action Summary, and submit it to the Government QAR at the close of each month with the invoice.

#### **1.4 Objectives:**

1.4.1 The objective of this contract is to provide increased law enforcement services for Corps administered land in the town of Hickory Creek. This will allow users of our recreational areas to feel safe and will help prevent any incidents.

#### **1.5 General Information:**

**1.5.1 Quality Control Plan (QCP):** RESERVED

**1.5.1.1** RESERVED

**1.5.1.2** RESERVED

**1.5.2 Quality Assurance:** The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP).

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, the frequency of surveillance, and the acceptable quality levels (performance thresholds).

The government will designate, in writing, a Quality Assurance Representative (QAR) to perform Quality Assurance Inspections, invoice reviews, and perform general contract oversight, and complete other contract services tasks as necessary. The written designation will be issued to the Contractor at the pre-work conference.

**1.5.3 Recognized Holidays:** The following provides information on recognized holidays for the purpose of the PWS. If submittal of any documentation (e.g. deliverables, submittals, etc.) deadlines fall on a holiday, the closest work day prior to the holiday will apply as the deadline for submittal. Contractor shall perform services on Federal holidays where contract performance is specified.

**1.5.3.1 U.S. Holidays:** Work shall be performed on U.S. federally recognized holidays occurring during the normal workweek unless otherwise directed by the Contracting Officer. When a U.S. holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively. Federally recognized holidays are:

New Year's Day January 1 <sup>st</sup>	M. L. King Memorial Day 3 <sup>rd</sup> Mon. in Jan
Presidents Day 3 <sup>rd</sup> Monday in February	Memorial Day last Monday in May
Juneteenth June 19 <sup>th</sup>	Independence Day July 4 <sup>th</sup>
Labor Day 1 <sup>st</sup> Monday in September	Columbus Day 2 <sup>nd</sup> Monday in October
Veteran's Day November 11 <sup>th</sup>	Thanksgiving 4 <sup>th</sup> Thurs. in November
Christmas Day December 25 <sup>th</sup>	

**1.5.3.2 Host Nation Holidays: N/A**

**1.5.4 Operating Hours:** The Government facility office hours, facility operating hours, and the Contractor support hour requirements often coincide, however, they may differ. Please refer to the following.

**1.5.4.1 Government Facility Office Hours:** Government facility office hours are 8:00AM to 4:30PM, Monday through Friday except U.S. Holidays identified in paragraph 1.5.3.1 above or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

**1.5.4.2 Government Facility Operating Hours:** The Government facility operating hours occur between the hours of 0600-1000 for Westlake Park and 24/7 for Hickory Creek Campground. The Government facility is open for operations during the recognized U.S. Holidays identified in paragraph 1.6.3.1 above. The Government facility may close due to local or national emergencies, administrative closings, or similar

Government directed facility closings and will be communicated by the Contracting Officer to the Contractor.

**1.5.4.3 Contractor Support Hours:** The Contractor shall provide support between the hours of 1430-2300, Friday through Sunday, and 1130-2000 on holidays that do not fall on the weekend. The Government facility is open for operations during the recognized U.S. Holidays identified in paragraph 1.6.3.1 above. The Government facility may close due to local or national emergencies, administrative closings, or similar Government directed facility closings and will be communicated by the Contracting Officer to the Contractor. The Contractor shall maintain an adequate workforce at all times, for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.

**1.5.4.3.1 Contractor Work Plan:** RESERVED

**1.5.5 Training Holidays:** RESERVED

**1.5.6 Place of Performance:** The work to be performed under this contract will be performed at Corps administered lands in Hickory Creek Town Limits.

**1.6 Security Requirements:** The following information is provided on security related matters. 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.

**1.6.1 Security Program:** RESERVED *Covered through OPSEC review*

**1.6.2 Personnel Security Clearance Requirements:** *Reserved*

**1.6.3 Installation Access:** RESERVED

**1.6.3.1 Installation Pass Log:** RESERVED

**1.6.3.2 Individual Termination or Expiration of Employment:** RESERVED

**1.6.3.3 Contract Termination or Cancellation:** RESERVED

**1.6.3.4 Common Access Cards (CAC) and CAC Log:** RESERVED

**1.6.4 Background Checks:** RESERVED

**1.6.4.1 U.S. Citizen:** RESERVED

**1.6.4.2 Local Nationals and Third Country Nationals: RESERVED**

**1.6.5 Physical Security: RESERVED**

**1.6.6 Operations Security (OPSEC) Requirements: RESERVED**

**1.7 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.

**1.7.1** 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.

**1.8 Post Award Conference/Periodic Progress Meetings:** The Contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The Contracting Officer, Park Ranger, and/or other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the government will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall 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.

**1.8.1** The Contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings that relate to the functions and services herein as required by the Government to provide effective communication and impart necessary information. The Contract Manager or designated representative shall attend meetings as requested by the Government. Meeting attendees shall at times include Contractor managerial, supervisory, and other personnel knowledgeable of the subject matter. Meetings may start or end outside of regular duty hours.

**1.9 Contracting Officer's Representative (COR): RESERVED**

**1.10 Key Personnel:** Within ten days of award the contractor shall provide a point of contact responsible for the performance of the work and a point of contact responsible for any modifications of the contract.

**1.11 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.

**1.11.1 RESERVED**

**1.11.2 Contractor Identification Badges:** RESERVED

**1.12 Contractor Travel:** RESERVED

**1.13 Other Direct Costs (ODCs):** RESERVED

**1.14 Data Rights:** RESERVED

**1.15 Non-Disclosure Requirements:** RESERVED

**1.17 Protection of Government and Contract Information:** Per Public Use Notice of Limitations stated by Defense imagery Management operations Center and contained at [www.dimoc.mil/resources/limitations/](http://www.dimoc.mil/resources/limitations/), the Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any hard copy or digital marketing tools to include its company website.

**1.18 Non-Disclosure Statements:** RESERVED

**1.19 Organizational Conflict of Interest (OCI):** RESERVED

**1.20 Phase In /Phase Out Period:** RESERVED

**1.21 Safety:** RESERVED

**1.21.1 Safety Laws and Regulations:** RESERVED

**1.21.1.1 RESERVED**

**1.21.1.2 RESERVED**

**1.22 Environmental Compliance:** The following provides information on Environmental Compliance.

**1.22.1 Environmental Compliance Plan and Program:** RESERVED

**1.23 Required Training:** 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 designated Corps representative the name of each officer who will be performing scheduled work under this contract.

**1.23.1 Anti-Terrorism (AT) Level I Training:** RESERVED

**1.23.2 OPSEC Training:** RESERVED

**1.23.3 iWATCH Training:** RESERVED

**1.23.4 Information Assurance (IA) Training:** RESERVED

**1.23.5 Personally Identifiable Information (PII):** RESERVED

**1.24 Notice to Proceed:** The notice to proceed will be provided as indicated below.

*The effective date of contract will constitute the date of notice to proceed*

*A notice to proceed letter will be issued*

*The date of the letter transmitting the contract will constitute the date of the notice to proceed*

**1.25 Government Property and Services:** RESERVED

## **PART 2 DEFINITIONS & ACRONYMS**

### **2. Definitions and Acronyms**

**2.1 Definitions:** Although not inclusive of every term used within this PWS, the following provides a list of definitions used throughout this PWS and commonly used in the acquisition field.

**Contracting Officer** – means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

**Contracting Officer's Representative (COR)** – As defined in DFARS 202.101, means an individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. DoD Instruction (DoDI) 5000.72, Part II Definitions states the following when defining a COR: “Defined in subpart 202.101 of Reference (f). Any individual delegated responsibilities pursuant to subpart 1.602-2 of Reference (e), regardless of local terminology, must be certified in accordance with this instruction. For example, local terminology can be COR, Contracting Officer’s technical

representative, technical point of contact, technical representative, alternate COR, administrative COR, assistant COR, line item manager, task order manager, quality assurance personnel, quality assurance evaluator, or COR management.” In addition, Army Regulation 70-13, Chapter 2, paragraph 2-2g, states, in part, the following when providing other surveillance support personnel to assist the COR when needed, “...These other surveillance support personnel may serve as on-site representatives of the COR in performance of actual contract surveillance if they meet all COR requirements and have been appointed by the Contracting Officer as alternate CORs.”

**Contractor** – means a supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

**Contractor-acquired Property** - means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract and to which the Government has title.

**Day** – means, unless otherwise specified, a calendar day.

**Defective Service** – means a service output that does not meet the standard of performance associated with the Performance Work Statement.

**Deliverable** – means anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

**Government-furnished Property** – As reflected in FAR 52.245-1, Government-furnished Property “means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract

**Government Property** - means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

**Property Administrator** - means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

**High Level Objective (HLO)** – means a key overarching result-based objective for a project necessary to achieve the project’s vision. HLOs are similar to Level 2 in a Work Breakdown Structure. Each HLO may contain several statements to flesh out the areas necessary to meet the objective.

**Physical Security** – means that part of security concerned with physical measures designed to safeguard personnel; to prevent unauthorized access to equipment, installations, material, and documents; and to safeguard against espionage, sabotage, damage, and theft.

**Quality Assurance** – (or Government contract quality assurance) means the various functions, including, inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

**Quality Assurance Surveillance Plan (QASP)** – means the key Government-developed surveillance process document, and is applied to Performance-Based Service Contracting (PBSC). The QASP is used for managing Contractor performance assessment by ensuring that systematic quality assurance methods validate that Contractor quality control efforts are timely, effective, and are delivering the results specified in the contract or task order. The QASP directly corresponds to the performance objectives and standards (i.e., quality, quantity, timeliness) specified in the Performance Work Statement (PWS). It provides specific details on how the Government will survey, observe, test, sample, evaluate, and document Contractor performance results to determine if the Contractor has met the required standards for each objective in the PWS. The QASP, with very few if any exceptions, is an internal to Government document.

**Quality Control** – means all necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

**Statement** – means the specific results-based activities required to satisfy HLOs. A statement contains a result, the context of the statement, and the required action(s). Statements focus on “what” is to be accomplished; however they are not prescriptive in describing “how” the outcome is to be achieved. Each HLO may have several statements to flesh out the areas necessary to meet the objective. Statements are similar to Level 3 in a Work Breakdown Structure.

**Subcontractor** – means one that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

**Work Day** - The number of hours per day the Contractor provides services in accordance with the contract.

**Work Week** - Monday through Friday, unless otherwise specified.

**2.2 Acronyms:** Although not inclusive of every term used within this PWS, or that may be included in an acquisition, the following provides a list of acronyms commonly used in the acquisition field.

ACOR	Alternate Contracting Officer's Representative
AE	Army in Europe
AFARS	Army Federal Acquisition Regulation Supplement
AHA	Activity Hazard Analysis
AOR	Area of Responsibility
AR	Army Regulation
AT	Anti-terrorism
ATCTS	Army Training Certification Tracking System
CAC	Common Access Card
CCE	Contracting Center of Excellence
CFE	Conventional Forces Europe
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DoD	Department of Defense
FAR	Federal Acquisition Regulation
FRG	Federal Republic of Germany
GFP	Government Furnished Property
HLO	High Level Objective
HIPAA	Health Insurance Portability and Accountability Act of 1996
IA	Information Awareness
IAC	Installation Access Control
IACO	Installation Access Control Office
ID	Identification
IGCE	Independent Government Cost Estimate
IT	Information Technology
JTR	Joint Travel Regulation
JPAS	Joint Personnel Adjudication System
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OPSEC	Operations Security
PA	Property Administrator
PII	Personally Identifiable Information

PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RA	Requiring Activity
RCO	Regional Contracting Office
SIGE	Safety and Health Protection Plan
TE	Technical Exhibit
USACE	United States Army Corps of Engineers
USAG	United States Army Garrison
USAREUR	United States Army Europe
UOM	Unit of Measure

**PART 3  
GOVERNMENT PROPERTY (GP) AND SERVICES**

- 3. Government Property and Services: RESERVED**
- 3.1 Services: RESERVED**
- 3.2 Facilities: RESERVED**
- 3.3 Utilities: RESERVED**
- 3.4 Equipment: RESERVED**
- 3.5 Special Tooling and Test Equipment: RESERVED**
- 3.6 Materials: RESERVED**
- 3.7 Training: RESERVED**
- 3.8 Common Access Cards (CAC): RESERVED**

**PART 4**  
**CONTRACTOR FURNISHED ITEMS AND SERVICES**

**4. Contractor Furnished Property and Services**

**4.1 General:** The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract

**4.2 Secret Facility Clearance:** RESERVED

**4.3 Materials:** RESERVED

**4.4 Vehicles and 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.

**4.5 Background Checks):** RESERVED

## **PART 5 SPECIFIC TASKS**

**5.1 Basic Services:** The Contractor shall provide services for Lewisville Lake project office, by patrolling corps administered land in the town of Hickory Creek, to help increase safety and protection of all visitors to the resource and to provide a law enforcement presence. These areas involved are Hickory Creek and Westlake Parks

**5.2 Tasks:** Tasks consist of the following:

### **5.2.1 Patrol**

5.2.1.1 Work Order Reception: Contractor shall patrol the parks on established dates and times

(a) STD: The contractor shall patrol in a manner of conduct befitting a law enforcement officer that shows an increased law enforcement presence at the parks

AQL: 100% Compliant

### **5.3 Service Contract Reporting**

**5.3.1 System for Award Management (SAM) Service Contract Report (SCR):**  
RESERVED

## **PART 6 APPLICABLE PUBLICATIONS**

**6. Applicable Publications (Current Editions):** The following publications, manuals, regulations, etc. are mentioned in this PWS and are listed below.

- 6.1.1 Department Of Defense Contract Security Classification Specification (DD Form 254)
- 6.1.2 Department of Defense Security Agreement (DD Form 441)
- 6.1.3 National Industrial Security Program Operating Manual (DoD 5220.22-M)
- 6.1.4 Installation Access Control (AE Reg 190-16)
- 6.1.5 The Army Physical Security Program (AR 190-13)
- 6.1.6 Contractor Identification (AE Reg 27-715)
- 6.1.7 U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)
- 6.1.8 Information Assurance Workforce Improvement Program (DoD 8570-M)
- 6.1.9 Information Assurance Training Certification and Workforce Management Directive (DoDD 8570.01)
- 6.1.10 Information Assurance (AR 25-2)
- 6.1.11 Electromagnetic Compatibility Directive (2004/108/EC)
- 6.1.12 Policies and Procedures for Property Accountability (AR 735-5)
- 6.1.13

**PART 7**  
**ATTACHMENT AND TECHNICAL EXHIBIT LISTING**

**7. Attachment and Technical Exhibit List**

**7.1 Technical Exhibit A** – Performance Requirements Summary

**7.2 Technical Exhibit B** – Deliverables Schedule

**7.3 Attachment 1** – Patrol Schedule

**7.4 Attachment 2** – Hours by month

**7.5 Attachment 3** – Schedule of days worked by month

**7.6 Attachment 4** - Hickory Creek Police Department Daily Enforcement Action Summary

**TECHNICAL EXHIBIT A**  
**Performance Requirements Summary (PRS)**

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANCE THRESHOLD ACCEPTABLE QUALITY LEVELS (AQLs)	METHOD OF SURVEILLANCE
<p><b>PRS#1 - PWS para 1.3</b> 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.</p>	<p>The contractor shall provide visible and verifiable presence and actions in the designated areas at the specified days and times.</p>	<p>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.</p>	<p>Periodic Surveillance: 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</p>
<p><b>PRS #2 - Service Contract Reporting (SCR)</b>  <b>PWS 5.3 and CLIN XXXX</b></p>	<p>The Contractor shall completely fill in all the information in the format using the following web address <a href="http://www.sam.gov">www.sam.gov</a> The contractor shall provide the estimated total cost (if any) incurred to comply with this</p>	<p>Zero Deviation from Standard</p>	<p>100% Inspection</p>

	<p>reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. If contract period of performance ends prior to September 30, the contractor has 30 days from end date of the contract to complete the SCR requirement.</p>		
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**TECHNICAL EXHIBIT B**

## 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 5th 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	<b>Hard Copy or FAX</b>	<p>1. US Army Corps of Engineers Lewisville Lake 1801 N. Mill Street, Lewisville, TX 75057 ATTN: Kenneth Myers/Tim Moore FAX: 469-645-9101</p> <p>2. USACE Finance Center Attn: CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005 FAX: 901/874-8533</p>
Daily Enforcement Action Summaries (paragraph 1.3.5)	Submit to USACE Lewisville Lake at the end of every month contract services are performed.	One	Email	ATTN: Kenneth Myers/ Sean Carey Sean.m.carey@usace.army.mil

### ATTACHMENT 1 PERFORMANCE WORK STATEMENT (PWS)

PATROL SCHEDULE

FY 2026

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
<b>JUNETEENTH (Friday)</b>	<b>1430-2300</b>	<b>8</b>	<b>1</b>	<b>1</b>
<b>JULY 4<sup>th</sup> (Saturday)</b>	<b>1430-2300</b>	<b>8</b>	<b>1</b>	<b>1</b>
<b>HOLIDAYS (Includes Memorial Day and Labor Day)</b>	<b>1130-2000</b>	<b>8</b>	<b>1</b>	<b>1</b>

**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 24 April, 2026 (Friday) with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through 7 September, 2026 (Monday) to complete the agreement. Only select Federal Holidays as noted will be included in this agreement.

**ATTACHMENT 2  
PERFORMANCE WORK STATEMENT (PWS)**

**HOURS BY MONTH**

FY 2026

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

---

**April:            8 hrs x 3 = 24**

**May:            8 hrs x 16 = 128**  
**(Includes Memorial Day)**

**June:            8 hrs x 12 = 96**  
**(Includes Juneteenth)**

**July:            8 hrs x 13 = 104**  
**(Includes Independence Day)**

**August:        8 hrs x 14 = 112**

**September: 8 hours x 4 = 32**  
**(Includes Labor Day)**

---

**Total Hours =        496**

**ATTACHMENT 3  
PERFORMANCE WORK STATEMENT (PWS)**

**SCHEDULE OF DAYS WORKED BY MONTH**

**FY 2026**

**(62 Days Total)**

**April: 24, 25, 26 = 3 days**

**MAY: 1-3, 8-10, 15-17, 22-25(Includes Memorial Day), 29-31 = 16 days**

**JUNE: 5-7, 12-14, 19-21(Includes Juneteenth), 26-28 = 12 days**

**JULY: 3-5 (Includes Independence Day), 10-12, 17-19, 24-26, 31= 13 days**

**AUGUST: 1-2, 7-9, 14-16, 21-23, 28-30 = 14 days**

**SEPTEMBER: 4-7 (Includes Labor Day) = 4 days**

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**TOTAL: 62 DAYS**

**ATTACHMENT 4**  
**Hickory Creek Police Department Daily Enforcement Action Summary**  
**\*\*\* For all arrests, citations, warnings, and evictions include details \*\*\***

OfficerName/Number: \_\_\_\_\_ Date: \_\_\_\_\_

Location	Time Arrived	Time Departed	Notes

**\*\*\* For all arrests, citations, warnings, and evictions include details \*\*\***

## Price Sheet

### *Lewisville Lake- Hickory Creek Increased Law Enforcement*

Period of Performance (24 April 2026 thru 7 September 2026)

Description	Quantity	U/M	Rate	<b>Total</b>
<i>Estimated Labor Cost/Hour</i>	496	<u>Hours</u>	122.90	\$60,958.40
<i>Estimated Vehicle Cost/Hour</i>	496	<u>Hours</u>	30.66	\$15,207.36
<b><u>Total Contract Cost</u></b>				\$76,165.76
<b><u>Chargeable Hourly Rate (Vehicle &amp; Labor)</u></b>				\$153.56
<b><u>(Total Contract Cost + Scheduled Patrol Hours)</u></b>				\$76,165.76

**Estimated Labor Quantity = Scheduled Patrol Hours**

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



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** May 11, 2026

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

**SUMMARY:** Places 2, 4, and 6 will be appointed for a two-year term expiring June 2028.

The following members wish to be reappointed:

Place 2 - Mary Alsmiller

Place 4 - Brandi Bollack

Place 6 – Lisa Reynolds



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** May 11, 2026

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

**SUMMARY:** Positions 2, 4 and Alternate 2 will be appointed for a two-year term expiring June 2028.

The following members wish to be reappointed:

Position 2 – Larry Crawford

Position 4 - Brian Engle

Alternate 2 – Joseph Conner



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** May 11, 2026

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

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



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** May 11, 2026

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

**SUMMARY:** Places 2, 4 and 6 will be appointed for a two-year term expiring June 2028.

The following members wish to be reappointed:

Place 2 – Tony Martinez

Place 4 - Bill Nippert

Place 6 – Tim May



## **AGENDA INFORMATION SHEET**

**MEETING DATE:** May 11, 2026

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

**SUMMARY:** Places 2, 4 and 6 will be appointed for a two-year term expiring June 2028.

The following members wish to be reappointed:

Place 2 – Todd Asaad

Place 4 - Kyle Knop

Place 6 – Gwen Grimsley-McIntosh

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2026-0511-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 2, 2026, FOR THE PURPOSE OF ELECTING A MAYOR AND COUNCILMEMBERS TO PLACE 2 AND PLACE 4 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Hickory Creek, Texas (the “Town”), caused to be published in accordance with the laws of the State of Texas, notice of election held May 2, 2026, for the election of a Mayor and councilmembers to Place 2 and Place 4;

**WHEREAS**, the appropriate authority of the Town caused to be posted and published, in accordance with applicable laws, notice of said election;

**WHEREAS**, said election was duly and legally held on May 2, 2026, in the Town and in conformity with the election laws of the State of Texas, and the results of said election have been certified and returned by the proper judge and clerks thereof;

**WHEREAS**, the Town Council has considered the returns of said election held May 2, 2026, and pursuant to state law, the Town Council shall canvass and declare the official results;

**WHEREAS**, the Town Council has prepared a tabulation stating for each candidate the total number of votes received;

**WHEREAS**, the election returns, duly and legally made, showed that there were a total of \_\_\_ valid and legal votes cast at said election; and that each of the candidates in said election received the following votes:

**Mayor**

Candidate	Absentee Voting	Early Voting	Election Day	Total
Lynn Clark				
Ron Furtick				

**Councilmember Place 2**

Candidate	Absentee Voting	Early Voting	Election Day	Total
Nicolas Wohr				

**Councilmember Place 4**

Candidate	Absentee Voting	Early Voting	Election Day	Total
Don Ford				
Ron Furtick				

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

**Section 1**

It is officially found and determined that said Election was duly ordered, that proper notice thereof was duly given, that proper Election officers were duly appointed prior to said Election, that said Election was duly and lawfully held, that due returns of the result of said Election have been made and delivered, and that this Town Council has duly canvassed said returns, all in accordance with law and the Ordinance calling said Election.

**Section 2**

It is further found and determined that the results of the election as canvassed and tabulated reflect the expressed desires of the resident, qualified electors of the Town and that the above canvass is hereby approved.

**Section 3**

The duly elected members of the Town Council of the Town of Hickory Creek, Texas, elected on May 2, 2026, Mayor and Councilmember Place 2 and Councilmember Place 4, subject to the taking of the oaths as provide by the laws of the State of Texas, are as follows:

Mayor  
Councilmember Place 2  
Councilmember Place 4

Lynn Clark  
Nicolas Wohr  
Paul Kenney

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 11<sup>th</sup> day of May, 2026.

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

ATTEST:

\_\_\_\_\_  
Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas



## AGENDA INFORMATION SHEET

**MEETING DATE:** May 11, 2026

**AGENDA ITEM:** Conduct a public hearing regarding an ordinance for the issuance of a Special Use Permit requested by Take 5 properties SPV LLC. on behalf of Victory at Hickory Creek, LLC to allow oil change, windshield wiper, air filter services and other ancillary fluid exchanges at 3080 FM 2181, otherwise known as Lennon II Addition, Blk A, Lot 2A, Town of Hickory Creek, Denton County, Texas and consider and act for the same.

**AGENDA ITEM  
SUMMARY:**

Take 5 Properties LLC is requesting a Special Use Permit for Lot 2A to allow oil change, windshield wiper, air filter services and other ancillary fluid exchanges. The property is zoned PD Planned Development with all standards applicable to the C-1 Commercial District.

Date	Request	Meeting	Result
07/24/24	Preliminary Plat	Planning and Zoning	Approval recommended
08/05/24	Preliminary Plat	Town Council	Approved
09/15/25	Zoning Change Request for Lot 2A and 8	Town Council	Denied
05/05/26	Final Plat	Planning and Zoning	Approval recommended pending Half comments
05/5/56	Special Use Permit	Planning and Zoning	Approved

**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2026-05-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF HICKORY CREEK, TEXAS, GRANTING A SPECIAL USE PERMIT TO ALLOW OIL CHANGE, WINDSHIELD WIPER, AIR FILTER SERVICES AND OTHER ANCILLARY FLUID EXCHANGES AT 3080 FM 2181, A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS LENNON II ADDITION, BLK A, LOT 2A, TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN AS PROVIDED FOR HEREIN; PROVIDING A CUMULATIVE 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 TOWN 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 Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, Title 7, Chapter 211.003 of the Texas Local Government Code empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

**WHEREAS**, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of the Town, and after considering the information submitted at that public hearing and all other relevant information and materials, the Planning and Zoning Commission of the Town has forwarded to the Town Council its favorable recommendation regarding the approval of the application for Special Use Permit as set forth in this Ordinance; and

**WHEREAS**, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of this Town, and after considering the information submitted at that public hearing and all other relevant information and materials, the Town Council finds that such Special Use Permit should be granted; and

**WHEREAS**, the Town Council deems the adoption of this ordinance in the best interests of the health, safety, and welfare of the public; and

**WHEREAS**, all constitutional and statutory requirements and prerequisites for the approval of this ordinance have been met, including but not limited to Chapter 211 of the Local Government Code and the Open Meetings Act.

**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 interest of the Town of Hickory Creek, Texas, and of the public health, safety, and welfare.

**SECTION 3**  
**SPECIAL USE PERMIT**

The Special Use Permit is issued to allow oil change, windshield wiper, air filter services and other ancillary fluid exchanges at 3080 FM 2181, otherwise known as Lennon II Addition, Blk A, Lot 2A, Town of Hickory Creek, Denton County, Texas. If the above-described Special Use Permit is revoked for any reason, the applicant must re-submit an Application for Special Use Permit and obtain approval for same. Furthermore, that the Special Use Permit approved herein shall be issued pursuant to the existing terms, fees, and conditions for Special Use Permits issued by the City of Hickory Creek, Texas.

**SECTION 4**  
**APPLICABLE REGULATIONS**

Except as otherwise provided in this Ordinance, the Property 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 comprehensive site plans, landscape plans, and tree preservation.

**SECTION 5**  
**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 6**  
**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 7**  
**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 8**  
**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 9**  
**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 10**  
**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 of this Ordinance in the minutes of the Town Council and by filing this Ordinance in the ordinance records of the Town.

**SECTION 11**  
**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 11<sup>th</sup> day of May, 2026.

---

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

ATTEST:

---

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

APPROVED AS TO FORM:

---

Matthew C.G. Boyle, Town Attorney  
Town of Hickory Creek, Texas

Harvey Lusk/ HTeaO Hickory Creek #395  
Teasley Dr and Parkridge Dr.  
Hickory Creek, TX 75065  
469.682.8784 | Store395@hteao.com

2 March, 2026

Town of Hickory Creek  
Attn: Planning & Zoning Commission (and/or City Council)  
1075 Ronald Reagan Ave.  
Hickory Creek, TX 75065

**Re: Letter of Support – SUP Zoning Request for Take 5 Automotive Use (Adjacent to Proposed HTeaO)**

Dear Chair and Members of the Commission (and City Council):

I am the Tenant and Franchisee for HTeaO that is being developed within the Victory at Hickory Creek development. I am writing to express my support for the Special Use Permit (SUP) request for a Take 5 automotive use on Lot 2A, which is adjacent to the property we are developing for a future HTeaO on Lot 2B.

From our perspective as the adjacent Tenant, the proposed Take 5 use is compatible with the surrounding commercial area and can complement nearby retail and service uses. The Take 5 model is typically characterized by quick in-and-out service, limited on-site vehicle storage, and operations that are generally well-managed and contained within the site. Since this has the appropriate site design and operating conditions, we believe the use can coexist successfully next to the planned HTeaO.

We also believe this SUP can contribute positively to the corridor by adding a convenient service option that supports local customers and helps strengthen the overall commercial node. Both uses—quick-service beverage/retail and quick-service automotive—are commonly found in modern mixed commercial developments and can operate side-by-side when circulation, buffering, and access are thoughtfully designed.

As the adjacent development, we will coordinate and support each other between both projects on items such as:

- **Shared driveway/access planning (if applicable)** to minimize conflicts and improve traffic flow

- **Cross-access and internal circulation (if planned/allowed)** to enhance safety and reduce turning movements
- **Lighting orientation and photometrics** to prevent spillover impacts
- **Signage placement and visibility** to maintain clean, safe ingress/egress

Based on the above, we respectfully request the City approve the SUP for the Take 5 automotive use. We appreciate the City's consideration and are available if you have any questions or would like to discuss coordination between the two adjacent projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'H. Lusk, Jr.', written in a cursive style.

Harvey Lusk, Jr.  
Managing Partner  
HTeaO Hickory Creek #395

**SK DENTON LLC DBA  
SMOOTHIE KING**  
1601 BRINKER RD #105  
DENTON, TX 76208

04/09/2026

Town of Hickory Creek  
Attn: Planning & Zoning Commission (and/or City Council)  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065

**Re: Letter of Support – SUP Zoning Request for Take 5 Automotive Use (Adjacent to Proposed Retail 1)**

Dear Chair and Members of the Commission (and City Council):

I am the Tenant and Franchisee for Smoothie King that is being developed within the Victory at Hickory Creek development. I am writing to express my support for the Special Use Permit (SUP) request for a Take 5 automotive use on Lot 2A, which is adjacent to the property we are developing for a future Smoothie King in the Multi-Tenant Retail Building 1.

From our perspective as the adjacent Tenant, the proposed Take 5 use is compatible with the surrounding commercial area and can complement nearby retail and service uses. The Take 5 model is typically characterized by quick in-and-out service, limited on-site vehicle storage, and operations that are generally well-managed and contained within the site. Since this has the appropriate site design and operating conditions, we believe the use can coexist successfully adjacent to the planned Smoothie King.

We also believe this SUP can contribute positively to the corridor by adding a convenient service option that supports local customers and helps strengthen the overall commercial node. Both uses—quick-service beverage/retail and quick-service automotive—are commonly found in modern mixed commercial developments and can operate side-by-side when circulation, buffering, and access are thoughtfully designed.

Based on the above, we respectfully request the City approve the SUP for the Take 5 automotive use. We appreciate the City's consideration and are available if you have any questions or would like to discuss coordination between the two projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'Faizan Wastani', with a stylized flourish at the end.

Faizan Wastani  
CEO / Owner  
Multi-unit Franchisee Smoothie King  
SK DENTON LLC

Mandy Ristic / OM Group  
200 S Frontage Rd, Suite 310  
Burr Ridge, IL 60527  
248-842-6160 | Mandy@theomgroup.net

April 30th, 20226

Town of Hickory Creek  
Attn: Planning & Zoning Commission (and/or City Council)  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065

**Re: Letter of Support – SUP Zoning Request for Take 5 Automotive Use (Adjacent to Proposed Retail 1)**

Dear Chair and Members of the Commission (and City Council):

I am the Tenant and Franchisee for Dunkin' that is being developed within the Victory at Hickory Creek development. I am writing to express my support for the Special Use Permit (SUP) request for a Take 5 automotive use on Lot 2A, which is adjacent to the property we are developing for a future Dunkin' in the Multi-Tenant Retail Building 1.

From our perspective as the adjacent Tenant, the proposed Take 5 use is compatible with the surrounding commercial area and can complement nearby retail and service uses. The Take 5 model is typically characterized by quick in-and-out service, limited on-site vehicle storage, and operations that are generally well-managed and contained within the site. Since this has the appropriate site design and operating conditions, we believe the use can coexist successfully adjacent to the planned Dunkin'.

We also believe this SUP can contribute positively to the corridor by adding a convenient service option that supports local customers and helps strengthen the overall commercial node. Both uses—quick-service beverage/retail and quick-service automotive—are commonly found in modern mixed commercial developments and can operate side-by-side when circulation, buffering, and access are thoughtfully designed.

Based on the above, we respectfully request the City approve the SUP for the Take 5 automotive use. We appreciate the City's consideration and are available if you have any questions or would like to discuss coordination between the two projects.

Sincerely,

*Mandy Ristic*

Mandy Ristic  
Franchisee/Operating Partner  
OM Group

Thomas Kincaid, owner of TK Borgar LLC DBA Wayback Burgers  
3100 FM 2181 Ste 125  
Hickory Creek TX 75065  
940-594-0113 thomasrekincaid@gmail.com

4/10/2026

Town of Hickory Creek  
Attn: Planning & Zoning Commission (and/or City Council)  
1075 Ronald Reagan Ave  
Hickory Creek, TX 75065

**Letter of Support – SUP Zoning Request for Take 5 Automotive Use (Adjacent to Proposed Retail 1)**

Dear Chair and Members of the Commission (and City Council):

I am the Tenant and Franchisee for Wayback Burgers that is being developed within the Victory at Hickory Creek development. I am writing to express my support for the Special Use Permit (SUP) request for a Take 5 automotive use on Lot 2A, which is adjacent to the property we are developing in the Multi-Tenant Retail Building 1.

From our perspective as the adjacent Tenant, the proposed Take 5 use is compatible with the surrounding commercial area and can complement nearby retail and service uses. The Take 5 model is typically characterized by quick in-and-out service, limited on-site vehicle storage, and operations that are generally well-managed and contained within the site. Since this has the appropriate site design and operating conditions, we believe the use can coexist successfully adjacent to the planned Wayback Burgers and their neighbors.

We also believe this SUP can contribute positively to the corridor by adding a convenient service option that supports local customers and helps strengthen the overall commercial node. Both uses—quick-service beverage/retail and quick-service automotive—are commonly found in modern mixed commercial developments and can operate side-by-side when circulation, buffering, and access are thoughtfully designed.

Based on the above, we respectfully request the City approve the SUP for the Take 5 automotive use. We appreciate the City's consideration and are available if you have any questions or would like to discuss coordination between the two projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Kincaid', written in a cursive style.

Thomas Kincaid

Owner

TK Borgar LLC DBA Wayback Burgers



## AGENDA INFORMATION SHEET

**MEETING DATE:** May 11, 2026

**AGENDA ITEM:** Consider and act on a final plat of Lots 2A & 2B, Block A, Lennon II Addition, being 1.258 acres out of the M.E.P. and P.R.R. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas, Denton County, Texas. The property is located in the 3080 block of FM 2181.

**AGENDA ITEM  
SUMMARY:**

Lot 2 of the preliminary plat approved 08/05/2024 is proposed to be divided into Lots 2A & 2B.

Halff recommends approval contingent on comments being addressed.

Date	Request	Meeting	Result
07/24/24	Preliminary Plat	Planning and Zoning	Approval recommended
08/05/24	Preliminary Plat	Town Council	Approved
5/5/56	Final Plat	Planning and Zoning	Approval recommended pending Halff comments



April 28, 2026  
AVO 37638.200

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

**Re: HTeaO Store #395 – 3080 FM 2181 (Lot 2B, Block A – Lennon II Addition)  
Final Plat  
1<sup>st</sup> Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Final Plat application for HTeaO located at 3080 FM 2181, Lot 2B, Block A Lennon II Addition on April 1, 2026, with corrected submittals received on April 13, 2026. The surveyor is Traverse Land Surveying, LLC and the engineer is Excel Engineering, LLC. The owner is Victory Real Estate Group.

**Halff has reviewed the Final Plat recommends Town Council approval contingent upon addressing the following comments provided below. Please note the Stormwater Management Plan and Drainage/Downstream Assessment is under review by separate letter, and acceptance of Site Plan and Landscape Plan should be contingent upon acceptance of a Preliminary Stormwater Management Plan.**

#### **General**

1. Refer to Town checklist markup for additional comments.
2. Refer to attached markups for all additional comments.
3. Please revise all callouts/labels of “City” to “Town” throughout.
4. Please address comments and markups on the attached markups and provide response letter and annotated responses on plans.

#### **Preliminary Plat**

1. Preliminary Plat was approved on July 25, 2024.

#### **Final Plat**

1. Please provide property information for the western Lot 1
2. Please provide basis for alterations from the approved preliminary plat and confirm replat will not be required by the Town.
3. With the subdivision of this lot by this plat, please verify there is no intention of lot-to-lot drainage occurring. All of Lot 2B drainage must be conveyed to a drainage system without any pass-through conveyance to Lot 2A, and vice versa.

*The comments provided herein are based on available information provided to Halff by the Town of Hickory Creek and the private development owner/engineer and are a 3rd party review of the plat/plans. The review provided is in conformance with the Town of Hickory Creek's set standards and guidelines on engineering design and ordinances at the time of the review. The Surveyor or Engineer of Record for the applicable project/design, not Halff as the 3rd party reviewer, is ultimately responsible for the plat/plans and impacts before, during and after construction.*

Sincerely,

**HALFF**

TBPELS Engineering Firm No. 312

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

Kevin Gronwaldt, PE, LGPP  
Consulting Engineer for the Town of Hickory Creek

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

Attachment: Development Application  
Final Plat markup  
Town Checklist markup



**Town of Hickory Creek Community Development Services**  
**Development Application**  
(Incomplete applications will be rejected)

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Amending Plat:        | <input type="checkbox"/> Variance           | <input checked="" type="checkbox"/> Site Plan:  | <input type="checkbox"/> Other (Specify): _____ |
| <input type="checkbox"/> Preliminary Plat      | <input type="checkbox"/> Zoning Change      | <input checked="" type="checkbox"/> Preliminary | _____   |
| <input checked="" type="checkbox"/> Final Plat | <input type="checkbox"/> Special Use Permit | <input checked="" type="checkbox"/> Final       | _____   |
| <input type="checkbox"/> Replat                |   | <input type="checkbox"/> Landscaping Plan       | _____   |

**PROJECT INFORMATION (Please complete each field)**

Residential                       Commercial                       ETJ

Project Name: Htea0 Store 395 Parcel(s) Tax ID (required) 62461

Project Address: 3080 FM 2181, Hickory Creek, TX Total Acres: \_\_\_\_\_

Brief Description of Project: Drive Through Beverage Shop

Existing Zoning: C-1 # Existing Lots: \_\_\_\_\_ # Existing Units: 0

Proposed Zoning: C-1 # Proposed Lots: \_\_\_\_\_ # Proposed Units: 1

**APPLICANT / CONTACT INFORMATION**

Name: Harvey Lusk Company: L3 SweetX Tea LLC

Address: 105 Northfield Circle City, State: Hickory Creek, TX Zip: 75065

Phone: 469-682-8784 Cell #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: hluskjr@gmail.com

**PROPERTY OWNER INFORMATION**

Name: Tony Ramji Company: victory Real Estate Group

Address: 600 S Sherman St. Suite 108 City, State: Richardson, TX Zip: 75081

Phone: (214) 718-0707 Cell #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: ~~Tony@vg-re.com~~ LegalNotices@vg-re.com

- Developer                       Engineer                       Surveyor

Name: Jason Daye, P.E. Company: Excel Engineering, LLC

Address: 100 Camelot Dr City, State: Fond du Lac, WI Zip: 54935

Phone: 920-322-1687 Cell #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: jason.d@excelengineer.com

By signing this application, Town of Hickory Creek staff or the town's designee is granted access to your property to perform work related to your application. I waive the statutory Time Limits in accordance with Section 212.009 of the Texas Local Government Code. All applicable fees must be paid to the Town of Hickory Creek at the time this application is submitted. I understand the requirements and have read them thoroughly and my statements are true and correct. All submissions must be made a minimum of 21 days prior to the scheduled Planning and Zoning Commission meeting.

Applicant's Signature

Owner's Signature (notarized)

Date 3/23/26



- 17. Location, size and type of all existing utilities within or adjacent to the site. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 18. Existing Street names adjacent to the site Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 19. Number each proposed lot and block. Provide the proposed number of lots. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 20. Existing two (2) foot interval contours, or LiDAR imagery, referenced to NAD. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 21. Proposed streets, alleys, drainage ways, parks, open spaces, easements, other public areas and other rights-of-way within the subdivision. Dimensions of all easements and rights-of-way. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 22. Dimensions for all lots. Gross acreage for all non-residential lots. Approximate acreage for areas in residential use. Approximate acreage of streets, parks, and other non-residential uses. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 23. Front building setback lines, side and rear building setback lines per Town Ordinances. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 24. Preliminary drainage study meeting the requirements of the Engineering Design Manual shall be submitted with the Preliminary Plat. (Checklist in App. C) Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 25. Preliminary Plat approval block as described by the Subdivision Regulation Ordinance. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 26. Where the Preliminary Plat is part of a larger area owned by the Applicant that will be subsequently subdivided, provide a layout of the larger area showing the tentative layout of streets, blocks, drainage, water, sewerage, and other improvements for the larger area. Yes \_\_\_ No \_\_\_ N/A \_\_\_

**FINAL PLAT CHECKLIST**

- 1. Final plats shall be placed on maximum 24" x 36" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. Yes X No \_\_\_ N/A \_\_\_
- 2. Title or name of the subdivision preceded by the words "Final Plat" Yes X No \_\_\_ N/A \_\_\_
- 3. Name address and telephone number of the owner, developer, survey, and/or engineer. Yes X No \_\_\_ N/A \_\_\_
- 4. Vicinity map and key map if multiple sheets are needed. Yes X No \_\_\_ N/A \_\_\_
- 5. Date, written and graphic scale, and north arrow. Yes X No \_\_\_ N/A \_\_\_
- 6. Boundary line of subdivision drawn with a heavy line and with bearings, dimensions and curve data. Yes X No \_\_\_ N/A \_\_\_

7. Names of adjoining subdivisions with lots and blocks shown with dashed lines and/or property owners of record for all contiguous unplatted properties. [Missing Lot 1](#) Yes  No  N/A
8. Town limits, if applicable. Yes  No  N/A
9. Existing Street names adjacent to the site Yes  No  N/A
10. Proposed streets, alleys, drainageways, parks, open spaces, easements, other public areas and other rights-of-way within the subdivision including dimensions, bearings and curve data. Yes  No  N/A
11. Location, dimension, description and recording information for all existing rights-of-way, railroad rights-of-way, easements or other public ways on or adjacent to the property being platted. Yes  No  N/A
12. Location and description of all permanent monuments and control points Yes  No  N/A
13. Final Storm Water Management Plan meeting the requirements of the Engineering Design Manual shall be submitted with the Preliminary Plat. (Checklist in App. C) [Pending Review](#) Yes  No  N/A
14. Floodways / Floodplains (FEMA):
- a. Show the ultimate 100-year water surface elevation. Yes  No  N/A
  - b. Show floodplain and floodway boundaries. Yes  No  N/A
  - c. Drainage Floodway easement limits Yes  No  N/A
  - d. Minimum fill and floor elevations specified. Yes  No  N/A
15. Lake Flowage Easement Boundary (537' contour) Yes  No  N/A
16. Minimum building setback lines per Town Ordinances. Yes  No  N/A
17. Lot and block numbers. Yes  No  N/A
18. Approval block in the form prescribed by the Subdivision Regulations Ordinance. Yes  No  N/A
19. Abutting property owner names and recording information. [Missing Lot 1 information](#) Yes  No  N/A
20. Gross acreage of the land being subdivided Yes  No  N/A
27. Added the note for buildings within 1,000 feet from existing oil or gas well as described by the Subdivision Regulation Ordinance. Yes  No  N/A
21. Owner's certificate of deed or dedication with the following: Yes  No  N/A

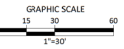
- a. Metes and bounds description. Yes  No  N/A
  - b. Representation that dedicators own the property. Yes  No  N/A
  - c. Dedication statement. Yes  No  N/A
  - d. Reference and identification or name of final plat. Yes  No  N/A
  - e. Surveyor certification in the form prescribed by the Subdivision Regulation Ordinance. Yes  No  N/A
22. Certificate showing all taxes have been paid. Yes  No  N/A
23. A letter fully outlining and alterations from the approved Preliminary Plat. [Provide basis in Plat Notes](#) Yes  No  N/A

**SITE AND LANDSCAPING PLAN** – Each Engineering Site Plan shall include:

- 1. Site and landscaping plans shall be placed on maximum 22" x 34" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. Yes  No  N/A
- 2. Title block in lower right hand corner including:
  - a. Subdivision name with lot and block number. Yes  No  N/A
  - b. Area in acres. Yes  No  N/A
  - c. Metes and bounds description including survey name and abstract number. Yes  No  N/A
  - d. Town and County. Yes  No  N/A
  - e. Preparation Date. Yes  No  N/A
- 3. Name, address and telephone number of the owner, developer, and surveyor/engineer. Yes  No  N/A
- 4. Vicinity map and key map, if multiple sheets are needed. Yes  No  N/A
- 5. Written scale, graphic scale and north arrow. Yes  No  N/A
- 6. Approximate distance to the nearest street. Yes  No  N/A
- 7. Site boundaries, dimensions, lot lines and lot areas. Yes  No  N/A
- 8. Legend. Yes  No  N/A
- 9. Site data summary table including:
  - a. Zoning. Yes  No  N/A
  - b. Proposed use. Yes  No  N/A
  - c. Building area (gross square footage). Yes  No  N/A
  - d. Building height (feet and inches). Yes  No  N/A



VICINITY MAP NOT TO SCALE

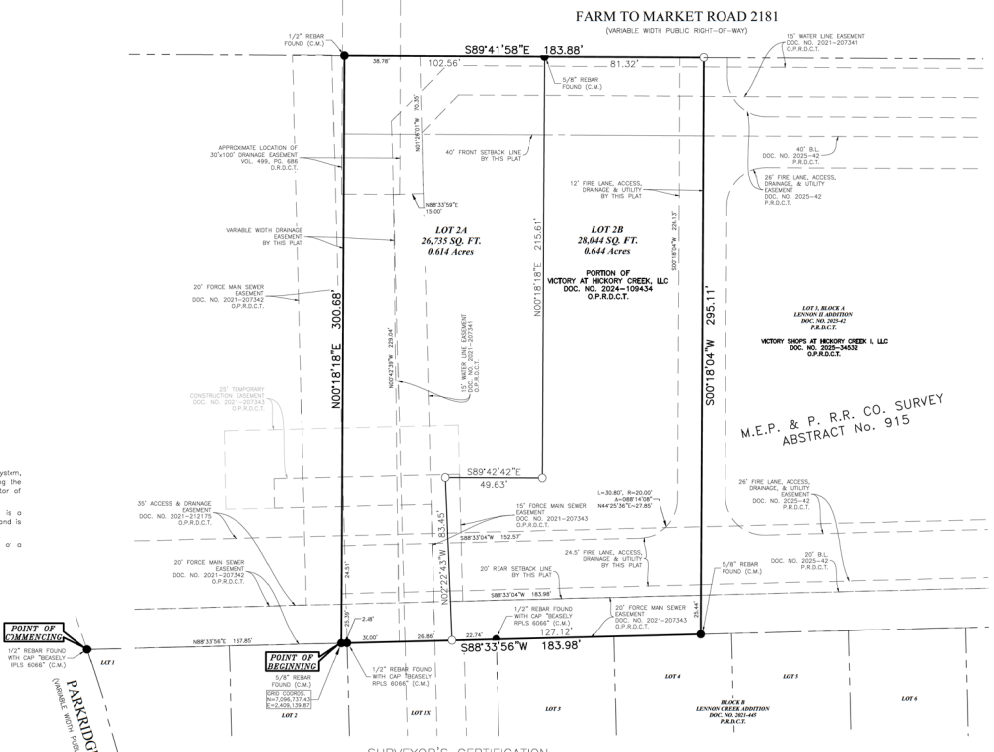


GENERAL NOTES

- 1. The Basis of Bearings is from the Texas State Plane Coordinate System, NAD83, North Central Zone is derived from GPS Observations using the Altimet RTK Network and adjusted to surface using a scale factor of 1.00015065.
2. Notice: Setting a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of licenses and building certificates.
3. The purpose of this plat is to create two (2) recorded lots out of a tract of land.

LEGEND

- C.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
R.O.W. RIGHT-OF-WAY
C.M. CONTROLLING MONUMENT
SQ. FT. SQUARE FEET
D.C. DOCUMENT NUMBER
FOUND MONUMENT (AS NOTED)
1/2" REBAR FOUND WITH CAP 'RESEALY' I.P.S. 6066" (C.W.)
1/2" REBAR FOUND WITH CAP 'RESEALY' I.P.S. 6066" (C.W.)
SUBJECT PROPERTY
PROPERTY LINE
EASEMENT LINE



SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS: That I, David F. McCullough, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision.

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

David F. McCullough REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 4023 DATE: \_\_\_\_\_

STATE OF TEXAS COUNTY OF DENTON

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David F. McCullough, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Notary Public in and for the State of Texas

FLOOD STATEMENT

According to the Flood Insurance Rate Map, Community Panel No. 48121C0393H, dated June 19, 2020 by graphic platting only, this property appears to be within Zone "X", areas determined to be outside the 0.2% annual chance floodplain. This statement does not imply that the property one/or its structures thereon will be free from flooding or flood damage. In rare occasions, greater floods can and will occur and flood heights may be increased by man-made causes. This statement shall not create liability on the part of the surveyor.

FARM TO MARKET ROAD 2181 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

STATE OF TEXAS COUNTY OF DENTON

WHEREAS VICTORY SHOPS AT HICKORY CREEK, LLC are the owners of a 1.258 acre tract of land situated in the M.E.P. & P. R.R. Co. Survey, Abstract Number 915, Town of Hickory Creek, Denton County, Texas, and being a portion of a tract of land described by Victory at Hickory Creek, LLC, by the Deed recorded in Document Number 2024-109434, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" inch rebar found with cap stamped 'RESEALY RPLS 6066' for the southwest corner of the portion of said Victory at Hickory Creek, LLC tract and the northwest corner of Lot 1, Block B, Lennon Creek Addition, an addition to the Town of Hickory Creek, Denton County, Texas according to the plat recorded in Document Number 2021-445, O.P.R.D.C.T., and being on the easterly right-of-way line of Parkway Drive (a variable width right-of-way);

THENCE North 88 degrees 33 minutes 56 seconds West, along the south line of said Victory at Hickory Creek tract and the north line of said Lennon Creek Addition, a distance of 167.85 feet to a 5/8" inch rebar found for the POINT OF BEGINNING;

THENCE North 00 degrees 18 minutes 18 seconds East, departing the south line of said Victory at Hickory Creek tract and the north line of said Lennon Creek Addition, over and across said Victory at Hickory Creek tract, a distance of 300.68 feet to a 1/2" inch rebar found on the north line of said Victory at Hickory Creek tract, and being on the southerly right-of-way line of Farm to Market Road 2181 (a variable width right-of-way);

THENCE South 89 degrees 41 minutes 58 seconds East, along the north line of said Victory at Hickory Creek tract and the southerly right-of-way line of said Farm to Market Road 2181, a distance of 183.98 feet to a 5/8" inch rebar with cap stamped 'TRAVERSE I.C. PROP COR' set;

THENCE South 00 degrees 18 minutes 04 seconds West, departing the north line of said Victory at Hickory Creek tract and the southerly right-of-way line of said Farm to Market Road 2181, over and across said Victory at Hickory Creek tract, a distance of 295.11 feet to a 1/8" inch rebar found on the south line of said Victory at Hickory Creek tract and the north line of said Lennon Creek Addition;

THENCE South 88 degrees 33 minutes 56 seconds West, along the south line of said Victory at Hickory Creek tract and the north line of said Lennon Creek Addition, a distance of 183.98 feet to the POINT OF BEGINNING and containing 1.258 acre (54,779 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT VICTORY SHOPS AT HICKORY CREEK, LLC acting herein by and through its duly authorized officer(s), does hereby adopt this plat designating the herein above described property as Lots 2A and 2B, Lennon II Addition, in addition to the Town of Hickory Creek, Texas and hereby certifies, by the Deed recorded in Document Number 2024-109434, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), that the herein above described property is to be a single lot, free of all encumbrances, of streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parking, and trails, and to the public use forever easements for sidewalks, storm drains, utility easements, and other public utilities and facilities, and that the herein above described property is to be used and occupied for the purposes and to implement the requirements of the subdivision regulations and other City codes and so hereby and unreservedly, our heirs, successors and assigns to warrant and to forever defend the title on the land so described. Further, the undersigned covenant and agree that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with all codes and regulations, including, but not limited to, fire lanes, drive aisles, parking spaces, parking, and trails, and to the public use forever easements for sidewalks, storm drains, utility easements, and other public utilities and facilities shall be constructed or placed, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the Town of Hickory Creek. We do warrant that my personal duties be installed on the subject property by the Town of Hickory Creek and public utility entities shall have the right to access and maintain all of said easements without the necessity at any time of procuring permission for anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Hickory Creek, Texas.

Witness, my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature - VICTORY SHOPS AT HICKORY CREEK, LLC Representative

Printed Name \_\_\_\_\_

Title / Date \_\_\_\_\_

STATE OF TEXAS COUNTY OF \_\_\_\_\_

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the State of Texas

CERTIFICATE OF APPROVAL: Approved: City Development Official Date Town of Hickory Creek, Texas Date Witness by hand this day of City Secretary

FINAL PLAT LOTS 2A AND 2B, BLOCK A LENNON II ADDITION

BEING 1.258 ACRES OUT OF THE M.E.P. & P. R.R. CO. SURVEY, ABSTRACT NO. 915 TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS



359 Lake Park Road, Suite 101, Lewisville, Texas 75057, T: 469-764-9321 W: TraverserLandSurveying.com | Texas Firm No. 0194631

Surveying | Construction Staking | Platting Date: 2026-03-25 Sheet No.: TR-40-26

OWNER/DEVELOPER VICTORY SHOPS AT HICKORY CREEK, LLC 2911 Tulle Creek Blvd., STE 700 Dallas, Texas 75219



## AGENDA INFORMATION SHEET

**MEETING DATE:** May 11, 2026

**AGENDA ITEM:** Consider and act on a site and landscape plan for lot 2B, Block A, Lennon II Addition, being 0.644 acres out of the M.E.P. and P.R.R. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3080 block of FM 2181.

**AGENDA ITEM  
SUMMARY:**

Halff recommends approval contingent on comments being addressed.

Date	Request	Meeting	Result
07/24/24	Preliminary Plat	Planning and Zoning	Approval recommended
08/05/24	Preliminary Plat	Town Council	Approved
09/15/25	Zoning Change Request	Town Council	Denied
05/05/26	Final Plat	Planning and Zoning	Approval recommended pending Halff comments
05/5/56	Site and Landscape Plan	Planning and Zoning	Approval recommended pending Halff comments



April 28, 2026  
AVO 37638.200

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

**Re: HTeaO Store #395 – 3080 FM 2181 (Lot 2B, Block A – Lennon II Addition)  
Site Plan and Landscape Plan  
1<sup>st</sup> Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Site Plan and Landscape Plan application for HTeaO located at 3080 FM 2181, Lot 2B, Block A Lennon II Addition on April 1, 2026, with corrected submittals received on April 13, 2026. The surveyor is Traverse Land Surveying, LLC and the engineer is Excel Engineering, LLC. The owner is Victory Real Estate Group.

**Halff has reviewed the Site Plan and Landscape Plan recommends Town Council approval contingent upon addressing the following comments provided below. Please note the Stormwater Management Plan and Drainage/Downstream Assessment is under review by separate letter, and acceptance of Site Plan and Landscape Plan should be contingent upon acceptance of a Preliminary Stormwater Management Plan.**

#### **General**

1. Refer to Town checklist markup for additional comments.
2. Refer to attached markups for all additional comments.
3. Please revise all callouts/labels of “City” to “Town” throughout.
4. Please address comments and markups on the attached markups and provide response letter and annotated responses on plans.

#### **Preliminary Plat**

1. Preliminary Plat was approved on July 25, 2024.

#### **Site Plan**

1. For the Title Block, please include the Addition name with Lot and Block number, Acreage, Survey Name and Abstract, and County as appropriate.
2. Please include the contact information for the Owner/Developer on the Site Plan.
3. Please include the FEMA Floodplain standard note, typically shown on platting.
4. Please show or verify intent for screening wall at the back of the lot given proximity to residential zoning and as required of the other commercial lots on this Block.

5. Please show or verify intent for water line, sewer services, fire hydrants, and drainage on site.
6. Please add a Vicinity Map on the Site Plan.

#### **Landscape Plan**

1. Please show and label all screening walls, fences, retaining walls, headlight screens and service area screens, including heights and types, as needed on the Landscape Plan. Refer to Site Plan comment regarding required masonry screen wall along southern boundary.

*The comments provided herein are based on available information provided to Halff by the Town of Hickory Creek and the private development owner/engineer and are a 3rd party review of the plat/plans. The review provided is in conformance with the Town of Hickory Creek's set standards and guidelines on engineering design and ordinances at the time of the review. The Surveyor or Engineer of Record for the applicable project/design, not Halff as the 3rd party reviewer, is ultimately responsible for the plat/plans and impacts before, during and after construction.*

Sincerely,

**HALFF**

TBPELS Engineering Firm No. 312



Kevin Gronwaldt, PE, LGPP  
Consulting Engineer for the Town of Hickory Creek

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

Attachment: Development Application  
Site and Landscape Plan markups  
Town Checklist markup  
Building and Dumpster Elevations



Town of Hickory Creek Community Development Services

Development Application

(Incomplete applications will be rejected)

- Amending Plat, Preliminary Plat, Final Plat, Replat, Variance, Zoning Change, Special Use Permit, Site Plan (Preliminary, Final), Landscaping Plan, Other (Specify)

PROJECT INFORMATION (Please complete each field)

Project Name: HteaO Store 395, Parcel(s) Tax ID (required) 62461, Project Address: 3080 FM 2181, Hickory Creek, TX, Total Acres: , Brief Description of Project: Drive Through Beverage Shop, Existing Zoning: C-1, # Existing Lots: , # Existing Units: 0, Proposed Zoning: C-1, # Proposed Lots: , # Proposed Units: 1

APPLICANT / CONTACT INFORMATION

Name: Harvey Lusk, Company: L3 SweetX Tea LLC, Address: 105 Northfield Circle, City, State: Hickory Creek, TX, Zip: 75065, Phone: 469-682-8784, Cell #: , Fax: , E-Mail Address: hluskjr@gmail.com

PROPERTY OWNER INFORMATION

Name: Tony Ramji, Company: Victory Real Estate Group, Address: 600 S Sherman St. Suite 108, City, State: Richardson, TX, Zip: 75081, Phone: (214) 718-0707, Cell #: , Fax: , E-Mail Address: Tony@vg-re.com LegalNotices@vg-re.com

- Developer, Engineer, Surveyor

Name: Jason Daye, P.E., Company: Excel Engineering, LLC, Address: 100 Camelot Dr, City, State: Fond du Lac, WI, Zip: 54935, Phone: 920-322-1687, Cell #: , Fax: , E-Mail Address: jason.d@excelengineer.com

By signing this application, Town of Hickory Creek staff or the town's designee is granted access to your property to perform work related to your application. I waive the statutory Time Limits in accordance with Section 212.009 of the Texas Local Government Code. All applicable fees must be paid to the Town of Hickory Creek at the time this application is submitted. I understand the requirements and have read them thoroughly and my statements are true and correct. All submissions must be made a minimum of 21 days prior to the scheduled Planning and Zoning Commission meeting.

Applicant's Signature [Signature], Owner's Signature (notarized) [Signature], Date 3/23/26

Missing  
Vicinity Map

Add acreage  
to title block

Revise street  
label to mark  
as FM 2181  
given the site  
address

Missing Information on:  
-Water Lines  
-Sewer Services  
-Fire Hydrants  
-Storm Drain  
Or provide clarification

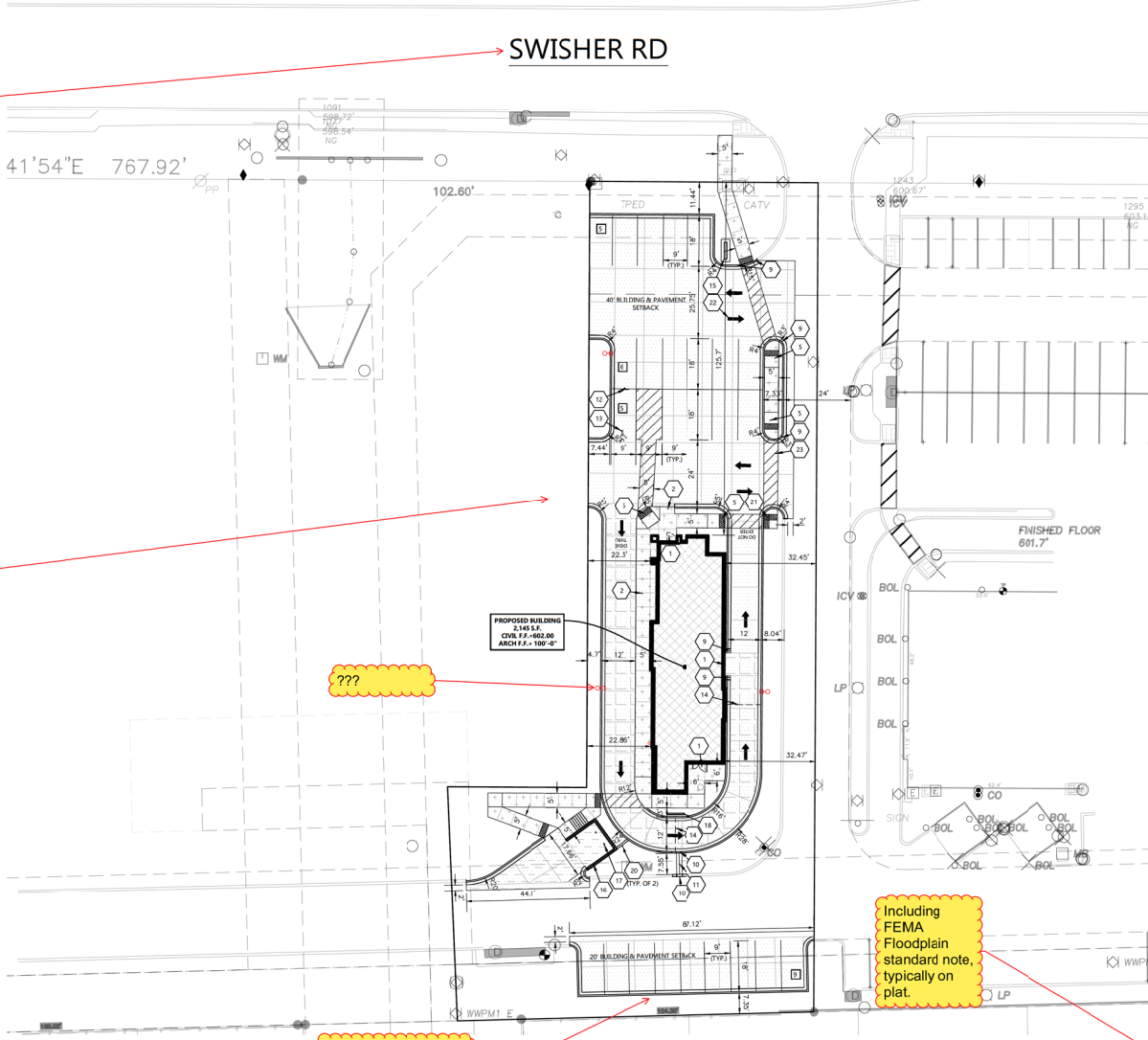
???

Including  
FEMA  
Floodplain  
standard note,  
typically on  
plat.

Missing:  
-Lot and Block  
number of  
addition  
-Survey Name  
and Abstract  
-County

Will require site  
barrier/screening wall  
same as other lots  
along this  
neighborhooc

Missing  
contact  
information for  
Owner/  
Developer



**GENERAL NOTES:**  
• LOT LINES TO BE CREATED BY FINAL PLAT BY OTHERS. PRIOR TO CONSTRUCTION CONTRACTOR TO OBTAIN PERMISSION FROM ADJACENT PROPERTY OWNERS FOR ANY NECESSARY OFF-SITE WORK.

**SITE INFORMATION:**

PROPERTY AREA: 28,046 SQ. (654 ACRES)  
 EXISTING ZONING: C-1 COMMERCIAL DISTRICT  
 PROPOSED ZONING: C-1 COMMERCIAL DISTRICT  
 PROPOSED USE: QUICK SERVICE RESTAURANT WITH DRIVE THRU  
 AREA OF SITE DISTURBANCE: 21,096 S.F. (0.48 ACRES)

**SETBACKS:**  
 BUILDING: FRONT(NORTH) = 40'  
 SIDE(EAST/WEST) = 0'  
 REAR(SOUTH) = 20'  
 PAVEMENT: FRONT(NORTH) = 40'  
 SIDE(EAST/WEST) = 0'  
 REAR(SOUTH) = 20'

PROPOSED BUILDING HEIGHT: 21.5 (MAX. HEIGHT ALLOWED: 30')  
 PARKING REQUIRED: 1 SPACE PER 200 S.F. (11 SPACES REQ.)  
 PARKING PROVIDED: 25 SPACES (1 H.C. ACCESSIBLE)  
 HANDICAP STALLS REQUIRED: 1. HANDICAP STALLS PROVIDED: 1  
 LANDSCAPE REQUIREMENTS: MIN. LANDSCAPE SURFACE RATIO: 15% (20.8% PROVIDED)

**EXISTING SITE DATA**

	AREA (AC)	AREA (SF)	RATIO
BUILDING FLOOR AREA	0.00	0	0.0%
PAVEMENT (ASP. & CONC)	0.20	8,502	30.3%
TOTAL IMPERVIOUS	0.20	8,502	30.3%
LANDSCAPE/ OPEN SPACE	0.45	19,544	69.7%
PROJECT SITE	0.64	28,046	100.0%

**PROPOSED SITE DATA**

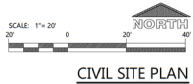
	AREA (AC)	AREA (SF)	RATIO
BUILDING FLOOR AREA	0.05	2,145	7.6%
PAVEMENT (ASP. & CONC)	0.46	20,075	71.6%
TOTAL IMPERVIOUS	0.51	22,220	79.2%
LANDSCAPE/ OPEN SPACE	0.13	5,826	20.8%
PROJECT SITE	0.64	28,046	100.0%

**KEYNOTES**

- CONCRETE STOOP (SEE STRUCTURAL PLANS FOR DETAILS)
- RAISED WALK (SEE DETAILS)
- CURB RAMP (SEE DETAILS)
- CURB TAPER (SEE DETAILS)
- CURB CUT (SEE DETAILS)
- CONCRETE FILLUM (SEE DETAILS)
- HANDICAP SIGN PER STATE CODE (SEE DETAILS)
- HANDICAP STALLS & STRIPPING PER STATE CODES
- COORDINATE LOOP INSTALLATION AND FINAL LOCATIONS WITH FRANCHISEE
- MONUMENT SIGN (DETAILS, FINAL LOCATION, & APPROVAL BY SIGN VENDOR)
- DUMPSTER ENCLOSURE (SEE ARCH PLANS FOR DETAILS)
- 6" CONCRETE BOLLARDS (TYP) (SEE ARCH PLANS FOR DETAILS)
- MENU BOARD & SPEAKER POST (DETAILS, FINAL LOCATION, AND APPROVAL BY SIGN VENDOR)
- 5' LONG BLOCK RETAINING WALL (DETAILS BY SUPPLIER)
- DETECTABLE WARNING PLATE PER STATE CODE
- TRAFFIC FLOW ARROWS (TYP, COLOR TO MATCH PARKING STALL STRIPING)
- PAINT STRIPING (TYP, COLOR TO MATCH PARKING STALL STRIPING)

**LEGEND:**

HATCH	PAVEMENT SECTION
[Pattern]	SIDEWALK CONCRETE
[Pattern]	LIGHT DUTY CONCRETE
[Pattern]	HEAVY DUTY CONCRETE
[Pattern]	DUMPSTER PAD/ APRON CONCRETE
[Pattern]	18" CURB & GUTTER (SEE DETAILS)



**EXCEL**  
TX REG # F-10167  
Always a Better Plan  
100 Camelot Drive  
Fond du Lac, WI 54905  
920-926-9800  
excelengineer.com

**PROJECT INFORMATION**

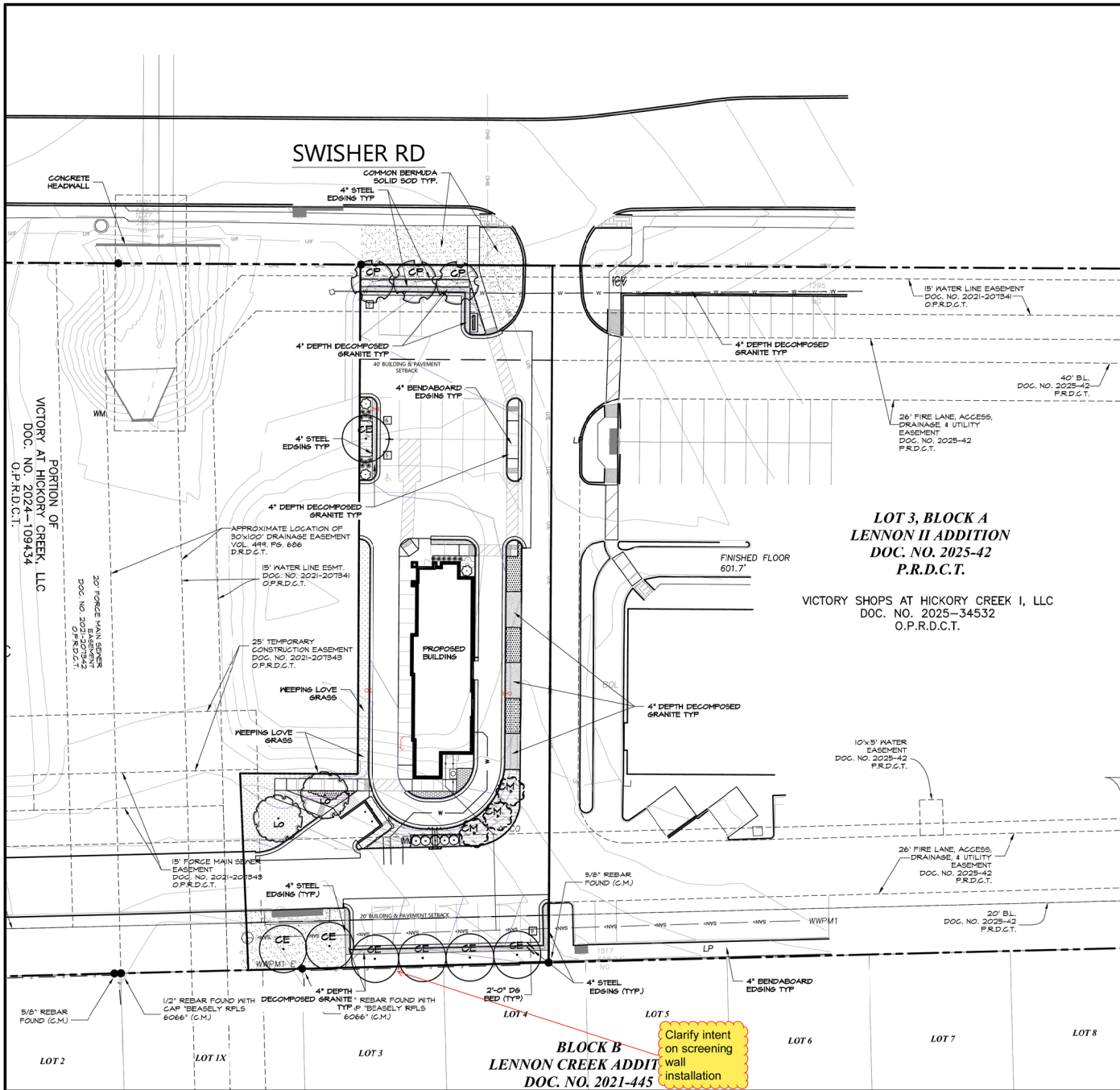
PROPOSED BUILDING FOR:  
**SWEETX TEA LLC - HTEAO #395**  
 3080 FM 2181 • HICKORY CREEK, TX 75065

PROFESSIONAL SEAL

**SHEET DATES**  
 ISSUED FOR CONSTRUCTION  
 IFC MAR. 31, 2026

**JOB NUMBER**  
 260035700

**SHEET NUMBER**  
**C1.1**



**LANDSCAPE LEGEND**

- LIVE OAK / QUERCUS VIRGINIANA (8" CALIPER)
- CHINESE PISTACHE / PISTACIA CHINENSIS (8" CALIPER)
- CEDAR ELM / ULMUS CRASSIFOLIA (8" CALIPER, MIN. 6' HEIGHT)
- MULTI-TRUNK 'RED ROCKET' GRAPEMYRTLE / LAURUSTROBILIA INDICA 'RED ROCKET' (2" CALIPER, MIN. 6' HEIGHT)
- DWARF BURFORD HOLLY / ILEX CORNUTA 'BURFORDI NANA' (10 GALLON)
- TEKAS SAGE / LEUCOPHYLLUM FRUTESCENS (7 SALLON)
- INDIAN HAWTHORNE / RAMPHOLEPIS INDICA (7 SALLON)
- COLOR GUARD YUCCA / YUCCA FILAMENTOSA 'COLOR GUARD' (8 SALLON)
- 'PURPLE PIXIE' FRINSE FLOWER / LOROPETALUM CHINENSE 'PURPLE PIXIE' (8 SALLON, PLANTS SPACED 36" O.C.)
- SEASONAL COLOR 'TBD' 4' POTS AT 8' O.C.
- MEXICAN FEATHER GRASS / STIPA TENNISIMMA (1 GALLON, PLANTS SPACED 18" O.C.)
- DWARF FOUNTAIN GRASS / PENNISTEM ALOPREGIROIDES 'HAILEY' (1 GALLON, PLANTS SPACED 24" O.C.)
- KEEPINGS LOVE GRASS / ERAGROSTIS CURVULA HYDRMULGH
- COMMON BERMUDA GRASS SOLID SOD (MINIMUM 100% COVERAGE)
- 4" DEPTH DECOMPOSED GRANITE

**IRRIGATION**

1. ALL LANDSCAPE AREAS WILL INCLUDE AN UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM.
2. ALL PROPOSED TREES WILL BE EQUIPPED WITH BUBBLERS. ALL TREE BUBBLERS WILL BE ON A SEPARATE, INDEPENDENT VALVE.
3. ALL LANDSCAPE AREAS LESS THAN 4'-0" IN WIDTH WILL BE ON INDEPENDENT ZONES.
4. IRRIGATION CONTROLLER WILL BE EQUIPPED WITH A RAIN / FREEZE SENSOR.

**STUDIO DESIGN GROUP**  
 Studio 13 Design Group, P.L.L.C.  
 116 W. Main Street  
 Littlefield, Texas 79707  
 409-432-1900  
 TRAE Firm #08843

**\*\*WARNING\*\***  
 EXISTING UNDERGROUND UTILITIES. FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION OR EXCAVATION.

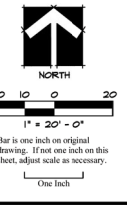
**ACCESSIBILITY GENERAL NOTES**

1. ALL ACCESSIBLE ROUTES AND RAMPS SHALL CONFORM TO THE TEXAS ACCESSIBILITY STANDARDS (T.A.S.).
2. PUBLIC ACCESSIBLE ROUTES SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:20 AND CROSS SLOPE GREATER THAN 1:80.
3. RAMPS SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:12 AND A CROSS SLOPE GREATER THAN 1:50.
4. HANDRAILS WILL BE REQUIRED IF RAMP IS LONGER THAN 72 INCHES WITH A MAXIMUM RUNNING SLOPE OF 1:12.

**EXCEL**  
 Always a Better Plan  
 100 Camelot Drive  
 Fond du Lac, WI 54935  
 920-925-8800  
 excelengineer.com

**PROJECT INFORMATION**

PROPOSED BUILDING FOR:  
**SWEETX TEA LLC - HTEAO #395**  
 3080 FM 2181 • HICKORY CREEK, TX 75065



<b>JOB NUMBER</b>	1
<b>SHEET NUMBER</b>	LS1.00

Clarify intent on screening wall installation

**BLOCK B  
 LENNON CREEK ADDITION  
 DOC. NO. 2021-445**

- a. Metes and bounds description. Yes \_\_\_ No \_\_\_ N/A \_\_\_
  - b. Representation that dedicators own the property. Yes \_\_\_ No \_\_\_ N/A \_\_\_
  - c. Dedication statement. Yes \_\_\_ No \_\_\_ N/A \_\_\_
  - d. Reference and identification or name of final plat. Yes \_\_\_ No \_\_\_ N/A \_\_\_
  - e. Surveyor certification in the form prescribed by the Subdivision Regulation Ordinance. Yes \_\_\_ No \_\_\_ N/A \_\_\_
22. Certificate showing all taxes have been paid. Yes \_\_\_ No \_\_\_ N/A \_\_\_
23. A letter fully outlining and alterations from the approved Preliminary Plat. Yes \_\_\_ No \_\_\_ N/A \_\_\_

**SITE AND LANDSCAPING PLAN** – Each Engineering Site Plan shall include:

- 1. Site and landscaping plans shall be placed on maximum 22" x 34" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. Yes X No \_\_\_ N/A \_\_\_
- 2. Title block in lower right hand corner including:
  - a. Subdivision name with lot and block number. Yes \_\_\_ No X N/A \_\_\_
  - b. Area in acres. [On Site Table, not on title Block](#) Yes \_\_\_ No X N/A \_\_\_
  - c. Metes and bounds description including survey name and abstract number. Yes \_\_\_ No X N/A \_\_\_
  - d. Town and County. [Town shown, not County](#) Yes \_\_\_ No X N/A \_\_\_
  - e. Preparation Date. Yes X No \_\_\_ N/A \_\_\_
- 3. Name, address and telephone number of the owner, developer, and surveyor/engineer. [Missing owner/developer](#) Yes \_\_\_ No X N/A \_\_\_
- 4. Vicinity map and key map, if multiple sheets are needed. Yes \_\_\_ No X N/A \_\_\_
- 5. Written scale, graphic scale and north arrow. Yes X No \_\_\_ N/A \_\_\_
- 6. Approximate distance to the nearest street. Yes X No \_\_\_ N/A \_\_\_
- 7. Site boundaries, dimensions, lot lines and lot areas. Yes X No \_\_\_ N/A \_\_\_
- 8. Legend. Yes X No \_\_\_ N/A \_\_\_
- 9. Site data summary table including:
  - a. Zoning. Yes X No \_\_\_ N/A \_\_\_
  - b. Proposed use. Yes X No \_\_\_ N/A \_\_\_
  - c. Building area (gross square footage). Yes X No \_\_\_ N/A \_\_\_
  - d. Building height (feet and inches). Yes X No \_\_\_ N/A \_\_\_

- e. Area of impervious surface. Yes  No  N/A
- f. Total Parking: Required and provided. Yes  No  N/A
- g. Number of handicap parking spaces. Yes  No  N/A
- h. Number of dwelling units and number of bedrooms (multifamily). Yes  No  N/A
10. Existing improvements within 75' of the subject property. Yes  No  N/A
11. Land use, zoning, subdivision name, recording information and adjacent owners. [Missing addition name, recording information, and no adjacent owner labels](#) Yes  No  N/A
12. Building locations, sizes, and dimensions. Yes  No  N/A
13. Distance between buildings on the same lot. Yes  No  N/A
14. Building lines and setbacks. Yes  No  N/A
15. Dimensions of all drive lanes and traffic flow arrows. Yes  No  N/A
16. FEMA floodplains with elevations, and minimum finished floor elevations (include the floodplain note shown on the final plat). Yes  No  N/A
17. Lake Flowage Easement Boundary (537' contour) Yes  No  N/A
18. Public streets, private drives, and fire lanes with pavement widths and include rights-of-way, median openings, turn lanes, existing driveways, adjacent existing driveways with dimensions, radii, and surface. Yes  No  N/A
19. Distances between existing and proposed driveways. Yes  No  N/A
20. Loading and unloading areas. Yes  No  N/A
21. Ramps, crosswalks, sidewalks and barrier-free ramps with dimensions. Yes  No  N/A
22. Locations of dumpsters and trash compactors with height and material of screening. Yes  No  N/A
23. For Commercial areas adjacent to or abutting residential areas, show location, height and material of sight barrier wall to be along all areas of area adjacency. Wall to be fully opaque, minimum 8-feet in height, and made of 100% masonry materials. Yes  No  N/A
24. Size, location, dimensions and details of all signs and exterior lighting of signs, including type of standards, locations and radius of light and intensity of foot-candles. All signage are subject to approval by the Building Inspections Department. Yes  No  N/A
25. Location and sizes of existing and proposed water and sewer mains. Yes  No  N/A
26. Location of existing and proposed fire hydrants. Yes  No  N/A

27. Location and sizes of existing and proposed storm drains, culverts, inlets and other drainage features on or adjacent to the site. Yes \_\_\_ No X N/A \_\_\_
28. Locations, widths, and types of existing and proposed easements. Yes \_\_\_ No X N/A \_\_\_
29. For work within TxDOT Right-of-Way, provide proof of TxDOT permit or letter of approval for improvements installation from TxDOT. Yes \_\_\_ No \_\_\_ N/A X
30. Provide an elevation of all four sides of the building including materials, colors and dimensions at an architectural scale of 1"=20'. Yes X No \_\_\_ N/A \_\_\_
31. Landscape plan provided on separate sheet to show the following:
- a. Minimum % Landscape coverage per Town Ordinances  
Landscaped Area % provided on Site Plan Yes X No \_\_\_ N/A \_\_\_
  - b. Natural features including tree masses and anticipated tree loss. Yes \_\_\_ No \_\_\_ N/A X
  - c. Floodplains, drainageways and creeks. Yes X No \_\_\_ N/A \_\_\_
  - d. Screening walls and fences, retaining walls, headlight screens, and service area screens including height and type of construction. Need to include intent for screening wall at back of lot Yes \_\_\_ No X N/A \_\_\_
  - e. Existing and preserved trees including location, size, and species. Provide Tree Mitigation calculations and proposed plantings. Yes \_\_\_ No \_\_\_ N/A X
  - f. Landscaping materials including location and size. Yes X No \_\_\_ N/A \_\_\_
  - g. Proposed plant materials. Yes X No \_\_\_ N/A \_\_\_
  - h. Note to indicate type and placement of irrigation system. Yes X No \_\_\_ N/A \_\_\_
32. 2" x 3" blank box in lower right corner for Town use. Yes X No \_\_\_ N/A \_\_\_
33. Additional information as requested to clarify the proposed development. Yes X No \_\_\_ N/A \_\_\_

**SITE CONSTRUCTION PLAN** – Site Construction Plan shall include:

**COVER SHEET** \* - The cover sheet shall include:

- 1. Project title, type of project and date of plans. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 2. Location map. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 3. Disposal site for excess excavation and staging area clearly labeled. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 4. Index of Sheets (if not included on its own sheet). Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 5. Approval blocks for Town including Town Engineer and Director of Public Works. Approval block for LCMUA, in a format approved by LCMUA Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 6. Professional Engineer’s seal, signature and date. Yes \_\_\_ No \_\_\_ N/A \_\_\_

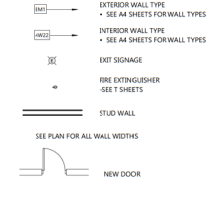
**FLOOR PLAN KEYNOTES**

- 1 ALIGN PER PLAN
- 2 FLOOR DRAIN & FLOOR SINKS. SEE PLUMBING.
- 3 PRE-FINISHED METAL DOWNPOUT
- 4 ELECTRICAL PANELS. SEE ELECTRICAL
- 5 ELECTRICAL SWITCHGEAR. SEE ELECTRICAL
- 6 GAS METER. SEE MECHANICAL
- 7 HOSE BIB. SEE PLUMBING
- 8 BOOSTER PUMP FOR FILTERED WATER SYSTEM. SEE ELECTRICAL AND PLUMBING
- 9 WATER FILTRATION SYSTEM. SEE PLUMBING
- 10 WALK-IN COOLER (WIC) DOOR PROVIDED BY THE WIC VENDOR. CONTRACTOR SHALL COORDINATE THE DOOR HEIGHT, OPENING SIZE AND ELECTRICAL REQUIREMENTS OF ANY WIC WITH THE WIC VENDOR. NOTE: WIC DOOR SHALL HAVE MINIMUM CLEAR OPENING DIMENSIONS OF 48" W X 84" H, MEASURED FROM THE FACE OF THE DOOR AND IN THE STOP WITH THE DOOR OPEN 90 DEGREES. IF ANY GLAZING IS PROVIDED IN THE DOOR, IT SHALL BE SAFETY GLAZING. THE DOOR SHALL INCLUDE LEVER HARDWARE THAT COMPLIES WITH THE REQUIREMENTS.
- 11 SURFACE MOUNTED POST AROUND THE COOLER.
- 12 MOP SINK. SEE PLUMBING.
- 13 PRE-FABRICATED METAL CANOPY, REF. EXTERIOR FINISH SCHEDULE.
- 14 WATER HEATER ON SHELF ABOVE MOP SINK. HOLDRITE PLATFORM OR SHIP W/ OR EQUAL. SEE PLUMBING.
- 15 DIGITAL MENU BOARDS. CONTRACTOR SHALL ROUGH-IN ELECTRICAL POWER, AND DATA IF APPLICABLE, VERIFY AND COORDINATE EXACT REQUIREMENTS AND LOCATION WITH FRANCHISEE.

**GENERAL NOTES**

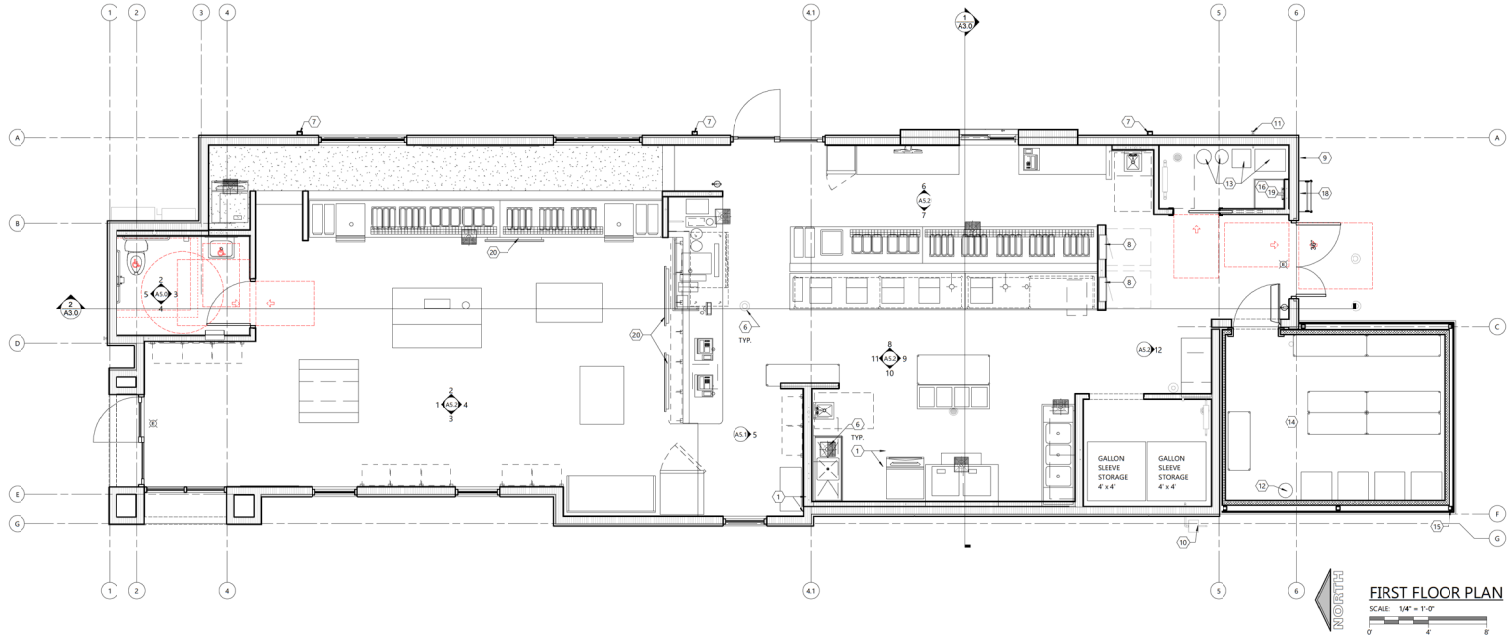
- NOT ALL INFILL OF OPENINGS AND PATCHING ARE SHOWN. INFILL ALL WALL OPENINGS TO MATCH EXISTING WALL CONSTRUCTION. PATCH TO MATCH ADJACENT SURFACES AND FINISH. WIPES, PIPES, CONDUIT, DUCTWORK, RECEPTACLES, SWITCHES, ETC. ARE REMOVED.
- SEE SPECIFICATIONS FOR WORK BY OWNER. WORK BY OWNER SHOWN ON PLANS IS SUBJECT TO CHANGE. CONTRACTOR TO COORDINATE SPECIFIC INSTALLATION REQUIREMENTS WITH OWNER/OWNER'S VENDOR.
- LOCATE ALL DOORS IN METAL STUD 4" FROM ADJACENT WALL UNLESS NOTED OTHERWISE.
- INSTALL WOOD BLOCKING FOR OWNER AND CONTRACTOR PROVIDED FURNISHINGS, EQUIPMENT AND WINDOW TREATMENTS. VERIFY LOCATIONS.
- INSTALL GYPSUM BOARD CONTROL JOINT WITH 1/4" V REVEAL IN ANY WALL GREATER THAN 8' IN LENGTH. POSITION ABOVE JAMB OF WALL OPENING.
- COMPLETELY CONCEAL ALL SPRAY FOAM AT INTERIOR SIDE OF EXTERIOR WALLS WITH GYPSUM BOARD 3/8" INTUMESCENT COATING (CODE REQUIRED) THERMAL BARRIER.
- CLEAN, REPAIR, TAP AND SAND SMOOTH ALL GYPSUM BOARD WALLS AS NECESSARY TO ENSURE PROPER PREPARATION FOR NEW FINISHES. ALL OUTSIDE CORNERS SHALL RECEIVE METAL CORNER BEADS AND SHALL BE PREPARED FOR THE SPECIFIED FINISH. SEE FINISH SCHEDULE.
- BUTYLS UNAPPLIED GYP BOARD JOINTS IN BUILDING AND UNEVEN WALLS WILL NOT BE ACCEPTED. FULL HEIGHT GYP BOARD SHEETS SHALL BE UTILIZED FOR FULL HEIGHT CONSTRUCTION. CEILING BOARD SHALL BE PROVIDED IN ALL WET AREAS. WET AREAS SHALL INCLUDE ALL RESTROOMS AND ON ALL WALLS WITH A SINK OR WITH MILLWORK INCLUDING A SINK.
- ALL NON-BEARING INTERIOR PARTITIONS TO BE DESIGNED BY FRAMING CONTRACTOR FOR A LATERAL LIVE LOAD OF 5 PSF AND A DEFLECTION OF L/240. GYP BOARD PARTITIONS TO BE INSTALLED PER OGP/SP ASSOCIATED STANDARDS.
- ALL JUNCTURES BETWEEN WALLS AND FLOORS SHALL BE COVERED AND SEALED.
- CONTRACTOR SHALL PROVIDE SEALANT AT ALL JOINTS AND INTERFACES OF COUNTERTOPS, EQUIPMENT & WALLS. EXPOSED SCREW HEADS AND BOLTS ARE NOT PERMITTED.

**SYMBOLS LEGEND**



**SALES & SERVICE COUNTERS**

IN RETAIL STORES WHERE COUNTERS HAVE CASH REGISTERS AND ARE PROVIDED FOR SALES OR DISTRIBUTION OF GOODS OR SERVICES TO THE PUBLIC, AT LEAST ONE OF EACH TYPE SHALL HAVE A PORTION OF THE COUNTER WHICH IS AT LEAST 36" IN LENGTH WITH A MAXIMUM HEIGHT OF 36" ABOVE THE FINISH FLOOR. COUNTER SHALL BE ON AN ACCESSIBLE ROUTE COMPLYING WITH A.D.A. GUIDELINE 4.8.



**FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"  
0 4 8  
**ARCHITECTURAL FIRST FLOOR PLAN**

**EXCEL**  
Always a Better Plan  
100 Camelsot Drive  
Fond du Lac, WI 54955  
920-926-0800  
excel@excel.com  
EXCEL ENGINEERING, INC.  
TX FIRM # 10567

**PROJECT INFORMATION**

PROPOSED BUILDING FOR:  
**SWEETX TEA LLC - HTEAO #395**  
3080 FM 2181 • HICKORY CREEK, TX 75065

PROFESSIONAL SEAL

**PRELIMINARY DATES**

MAR. 23, 2026

**JOB NUMBER**  
260035700

**SHEET NUMBER**  
**A1.2**

**NOT FOR CONSTRUCTION**

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PROFESSIONAL SEAL

**PRELIMINARY DATES**

MAR. 23, 2026

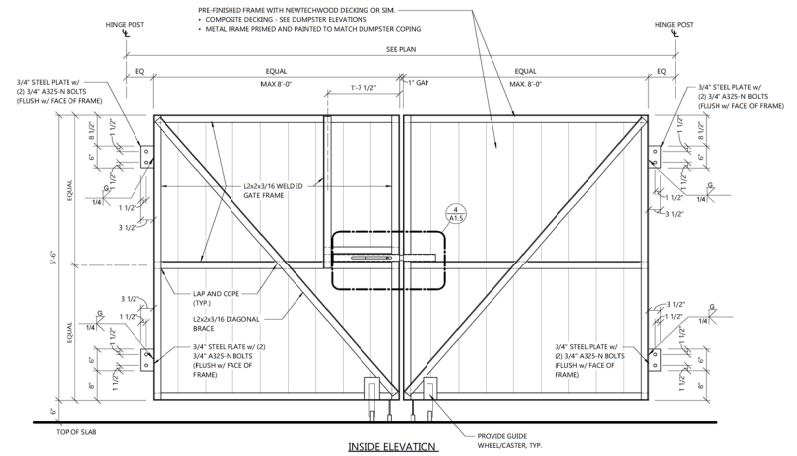
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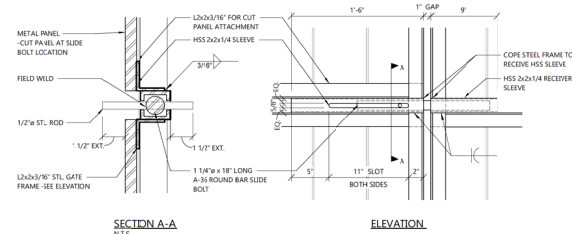
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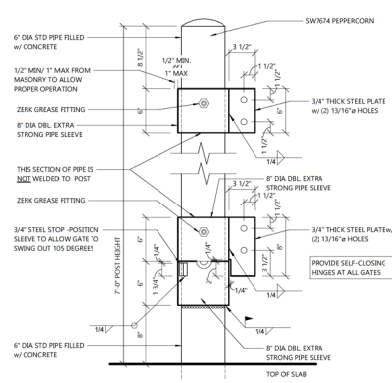
**NOT FOR CONSTRUCTION**



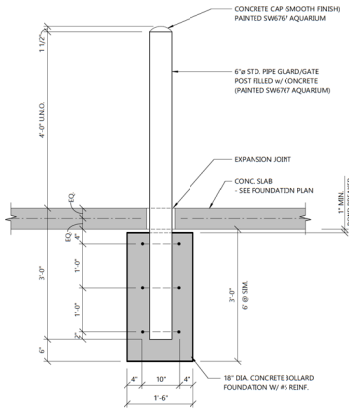
3 DUMPSTER GATE ELEVATION  
SCALE: 3/4" = 1'-0"



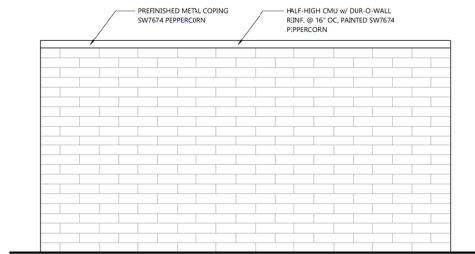
4 GATE SLIDE BOLT  
SCALE: 1 1/2" = 1'-0"



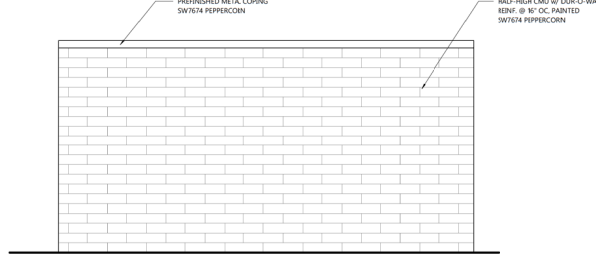
2 GATE HINGE DETAIL  
SCALE: 1 1/2" = 1'-0"



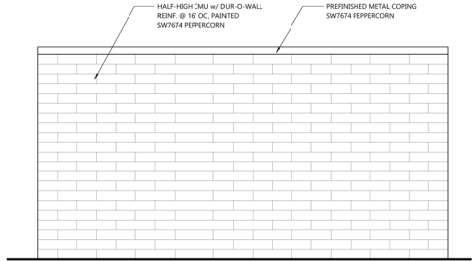
1 BOLLARD DETAIL  
SCALE: 3/4" = 1'-0"



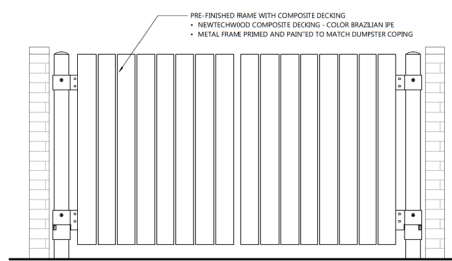
1 RIGHT ELEVATION  
A1.4 SCALE: 1/2" = 1'-0"



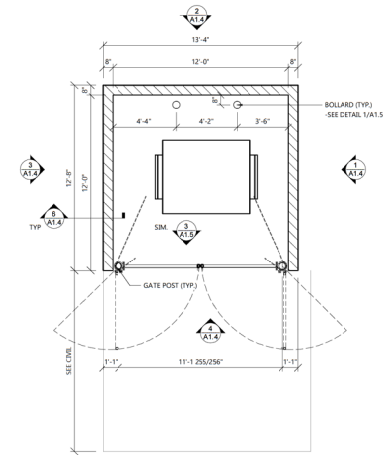
2 BACK ELEVATION  
A1.4 SCALE: 1/2" = 1'-0"



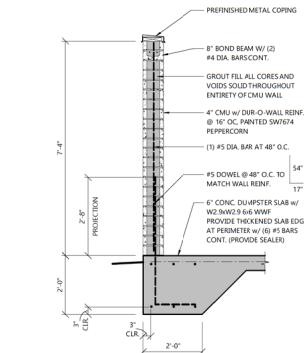
3 LEFT ELEVATION  
A1.4 SCALE: 1/2" = 1'-0"



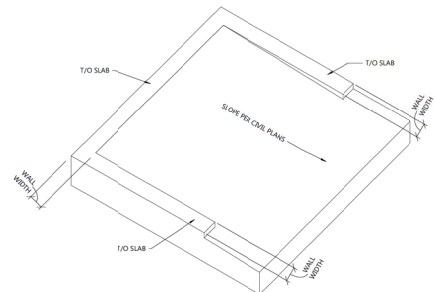
4 FRONT ELEVATIONS  
A1.4 SCALE: 1/2" = 1'-0"



5 DUMPSTER PLAN  
A1.4 SCALE: 1/4" = 1'-0"



6 DUMPSTER WALL SECTION  
A1.4 SCALE: 1/2" = 1'-0"



7 DUMPSTER PAD DETAIL  
A1.4 SCALE: 1/2" = 1'-0"



**GENERAL NOTES**

- SEE WALL SECTIONS FOR EXTERIOR WALL CONSTRUCTION
- REFERENCE EXTERIOR ELEVATIONS FOR VENER CONTROL JOINTS. SEE STRUCTURAL PLANS FOR ONLY CONTROL JOINT LOCATIONS. VENER CONTROL JOINTS AND CMU CONTROL JOINTS ARE NOT REQUIRED TO ALIGN.
- METAL FLASHING AND CLOSURE SHALL BE COLORED SW7002 "DOWNY"

**EXTERIOR MATERIAL KEY**

- EXTERIOR INSULATION & FINISH SYSTEM**  
MANUF: DRYVIT  
COLOR: "BRITE WHITE" (ALT: SHERWIN WILLIAMS SW 7002 "DOWNY")  
TEXTURE: FINE PEBBLE FINISH
- EXTERIOR INSULATION & FINISH SYSTEM**  
MANUF: DRYVIT  
COLOR: "SHUDE" (ALT: SHERWIN WILLIAMS SW 7038 "TOWN TAUPE")  
TEXTURE: FINE PEBBLE FINISH
- EXTERIOR INSULATION FINISH SYSTEM**  
MANUF: DRYVIT  
COLOR: IRON ORE (SW 7065)  
TEXTURE: FINE PEBBLE FINISH
- PRE-FABRICATED METAL CANOPIES**  
MANUF: HAMEGSLY METAL WORKS  
PROFILE: HTEAO STANDARD CANOPY  
COLOR: IRON ORE (SW7065) POWDER COATING
- METAL TRIM CANOPY LADDER/DOWNSPOUT**  
COLOR: DARK BRONZE
- EXTERIOR METAL DOOR & DOOR FRAME**  
COLOR: SW 7002 "DOWNY"
- CEDAR PLANK FENCE COOLER ENCLOSURE**  
WOOD TYPE: CEDAR  
CLEAR SEALER: SHERWIN WILLIAMS - EXTERIOR SEALER
- COMPOSITE WOOD SIDING**  
MANUF: NEWTECHWOOD - ALL WEATHER SIDING  
PROFILE: TONGUE & GROOVE US09 (SIZE: 5 1/2" x 1/2")  
COLOR: AN EQUAL MIX OF THE FOLLOWING:
  - SHOU SUGI BAN JAPANESE CHARRED WOOD (SS)
  - SPANISH WALNUT (SN)
  - ARGENTINIAN SILVER GRAY (S)
  - BRAZILIAN IR (B)
  - PERUVIAN TEAK (TK)
  - TRIM BRAZILIAN PE (P)



**COMPOSITE WOOD SIDING**  
RANGE OR REFERENCE ONLY - CONTRACTOR TO SUBMIT PROPOSED COMPOSITE PATTERN TO CONSTRUCTION MANAGER AND FRANCHISE PARTNER FOR APPROVAL.

**ENLARGED PLAN KEYNOTES**

WE-1 RETURN WALL INSTALL HORIZONTALLY PER SCHEDULE.

WE-2 MURAL SIGNS PROVIDED BY VENDOR.

THIS IS SHOWN FOR GRAPHICAL REPRESENTATION ONLY. ACTUAL AIRWORK WILL BE DESIGNED SPECIFICALLY FOR THIS LOCATION.

GC TO INSTALL A COMBINATION OF FULL AND STAGGERED PLANK TO MATCH REFERENCE PHOTO ON SCHEDULE APPEARANCE.

**SIGN SCHEDULE**

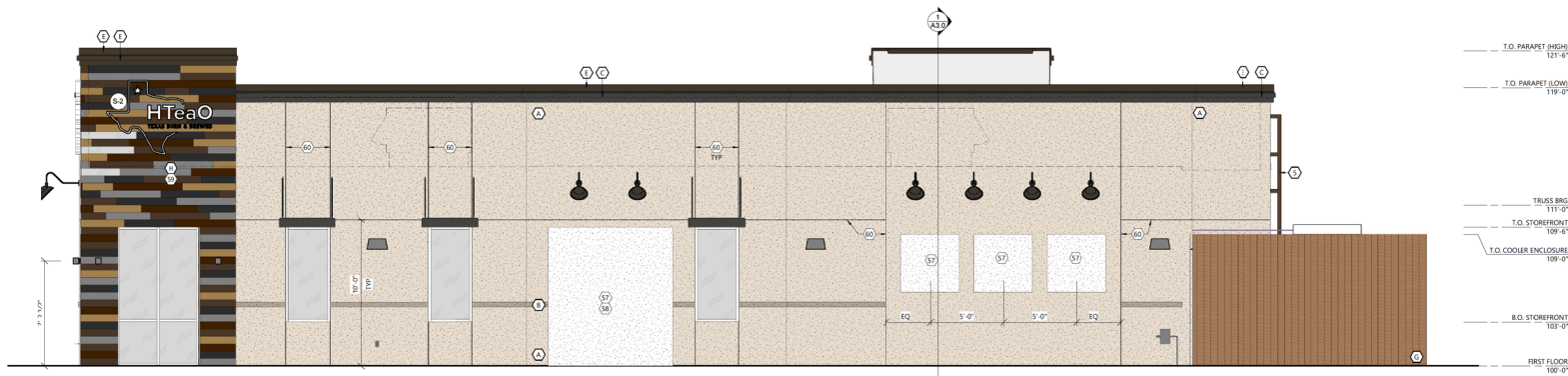
S-1 LOCATION: DRIVE THRU SIDE FACADE EXTERIOR SIGNAGE  
SIZE: 7'-10" LENGTH X 5'-3 1/2" HEIGHT

S-2 LOCATION: FRONT FACADE EXTERIOR SIGNAGE  
SIZE: 9'-0" LENGTH X 6'-4" HEIGHT

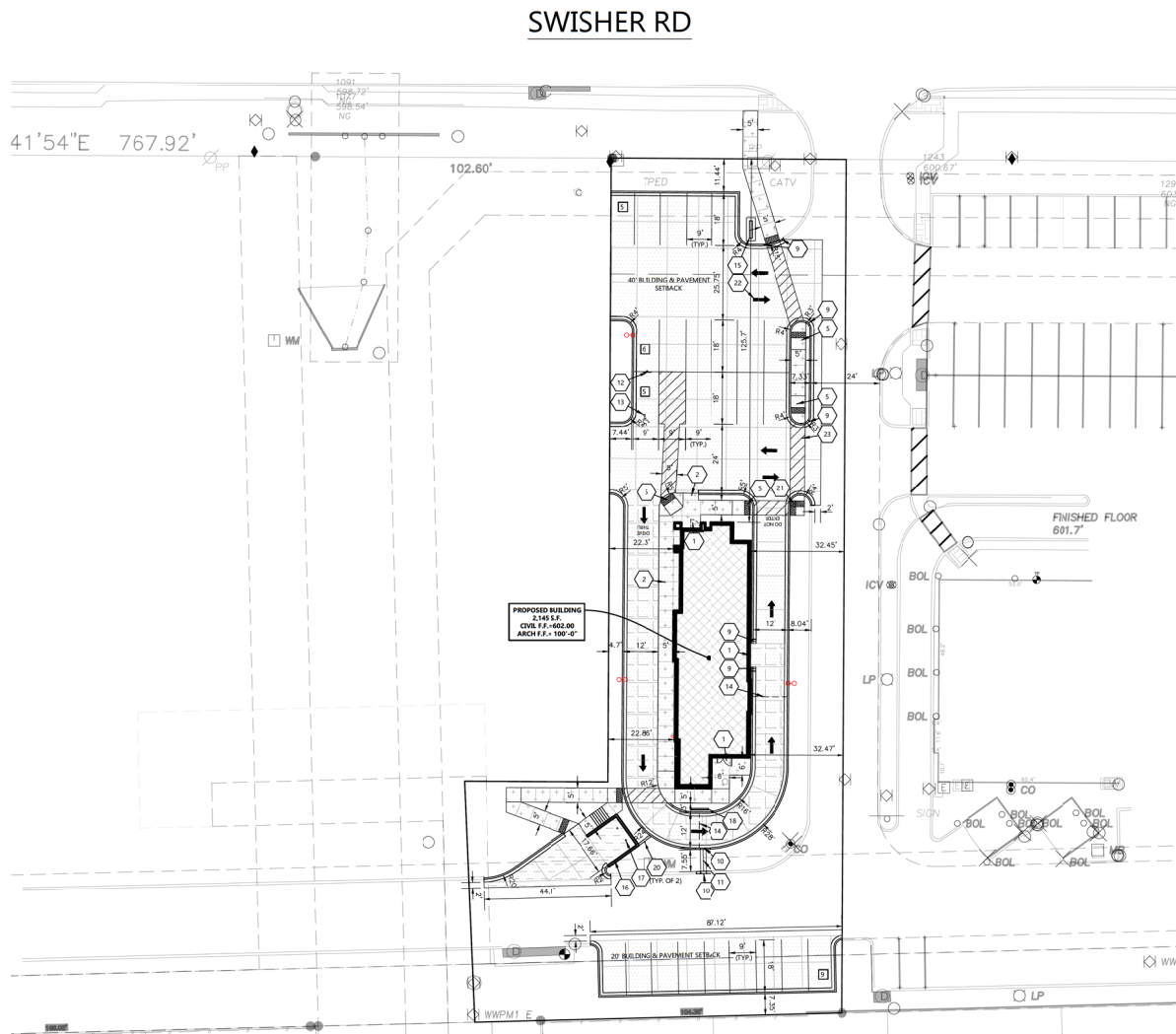
**NOTE:** SIGNAGE SHOWN IS FOR REFERENCE ONLY - SIGN SELECTION BY OWNER - SIGN PERMITTING & INSTALLATION BY SIGN VENDOR



**2 WEST ELEVATION**  
SCALE: 1/4" = 1'-0"



**1 SOUTH ELEVATION**  
SCALE: 1/4" = 1'-0"



**SWISHER RD**

PROPOSED BUILDING  
2,145 S.F.  
CIVIL F.F. = 602.00  
ARCH F.F. = 100'-0"

**GENERAL NOTES:**  
• LCT LINES TO BE CREATED BY FINAL PLAT BY OTHERS. PRIOR TO CONSTRUCTION CONTRACTOR TO OBTAIN PERMISSION FROM ADJACENT PROPERTY OWNERS FOR ANY NECESSARY OFF-SITE WORK.

**SITE INFORMATION:**  
PROPERTY AREA: 28,046 S.F. (0.64 ACRES)  
EXISTING ZONING: C-1 COMMERCIAL DISTRICT  
PROPOSED ZONING: C-1 COMMERCIAL DISTRICT  
PROPOSED USE: QUICK SERVE RESTAURANT WITH DRIVE THRU  
AREA OF SITE DISTURBANCE: 21,096 S.F. (0.48 ACRES)  
SETBACKS:  
BUILDING: FRONT(NORTH) = 40'  
SIDE(EAST)WEST = 0'  
REAR(SOUTH) = 20'  
PAVEMENT: FRONT(NORTH) = 40'  
SIDE(EAST)WEST = 0'  
REAR(SOUTH) = 20'  
PROPOSED BUILDING HEIGHT: 21.5 (MAX. HEIGHT ALLOWED: 30')  
PARKING REQUIRED: 1 SPACE PER 200 S.F. (11 SPACES REQ.)  
PARKING PROVIDED: 25 SPACES (1 H.C. ACCESSIBLE)  
HANDICAP STALLS REQUIRED: 1. HANDICAP STALLS PROVIDED: 1  
LANDSCAPE REQUIREMENTS: MIN. LANDSCAPE SURFACE RATIO: 15% (20.8% PROVIDED)

**EXISTING SITE DATA**

	AREA (AC)	AREA (SF)	RATIO
BUILDING FLOOR AREA	0.00	0	0.0%
PAVEMENT (ASPH. & CONC)	0.20	8,502	30.3%
TOTAL IMPERVIOUS	0.20	8,502	30.3%
LANDSCAPE/ OPEN SPACE	0.45	19,544	69.7%
PROJECT SITE	0.64	28,046	100.0%

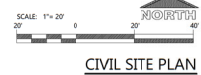
**PROPOSED SITE DATA**

	AREA (AC)	AREA (SF)	RATIO
BUILDING FLOOR AREA	0.05	2,145	7.6%
PAVEMENT (ASPH. & CONC)	0.46	20,075	71.6%
TOTAL IMPERVIOUS	0.51	22,220	79.2%
LANDSCAPE/ OPEN SPACE	0.13	5,826	20.8%
PROJECT SITE	0.64	28,046	100.0%

- KEYNOTES**
- 1 CONCRETE STOOP (SEE STRUCTURAL PLANS FOR DETAILS)
  - 2 RAISED WALK (SEE DETAIL)
  - 5 CURB RAMP (SEE DETAIL)
  - 9 CURB TAPER (SEE DETAIL)
  - 10 CURB CUT (SEE DETAIL)
  - 11 CONCRETE FULM (SEE DETAIL)
  - 12 HANDICAP SIGN PER STATE CODE (SEE DETAIL)
  - 13 HANDICAP STALL & STRIPING PER STATE CODES
  - 14 COORDINATE LOOP INSTALLATION AND FINAL LOCATIONS WITH FRANCHISEE
  - 15 MONUMENT SIGN (DETAILS, FINAL LOCATION, & APPROVAL BY SIGN VENDOR)
  - 16 DUMPSTER ENCLOSURE (SEE ARCH PLANS FOR DETAILS)
  - 17 6" CONCRETE BOLLARDS (TYP) (SEE ARCH PLANS FOR DETAILS)
  - 18 MENU BOARD & SPEAKER POST (DETAILS, FINAL LOCATION, AND APPROVAL BY SIGN VENDOR)
  - 20 5' LONG BLOCK RETAINING WALL (DETAILS BY SUPPLIER)
  - 21 DETECTABLE WARNING PLATE PER STATE CODE
  - 22 TRAFFIC FLOW ARROWS (TYP, COLOR TO MATCH PARKING STALL STRIPING)
  - 23 PAINT STRIPING (TYP, COLOR TO MATCH PARKING STALL STRIPING)

**LEGEND:**

HATCH	PAVEMENT SECTION
[Pattern]	SIDEWALK CONCRETE
[Pattern]	LIGHT DUTY CONCRETE
[Pattern]	HEAVY DUTY CONCRETE
[Pattern]	DUMPSTER PAD/ APRON CONCRETE
[Pattern]	18" CURB & GUTTER (SEE DETAIL)



**PROJECT INFORMATION**

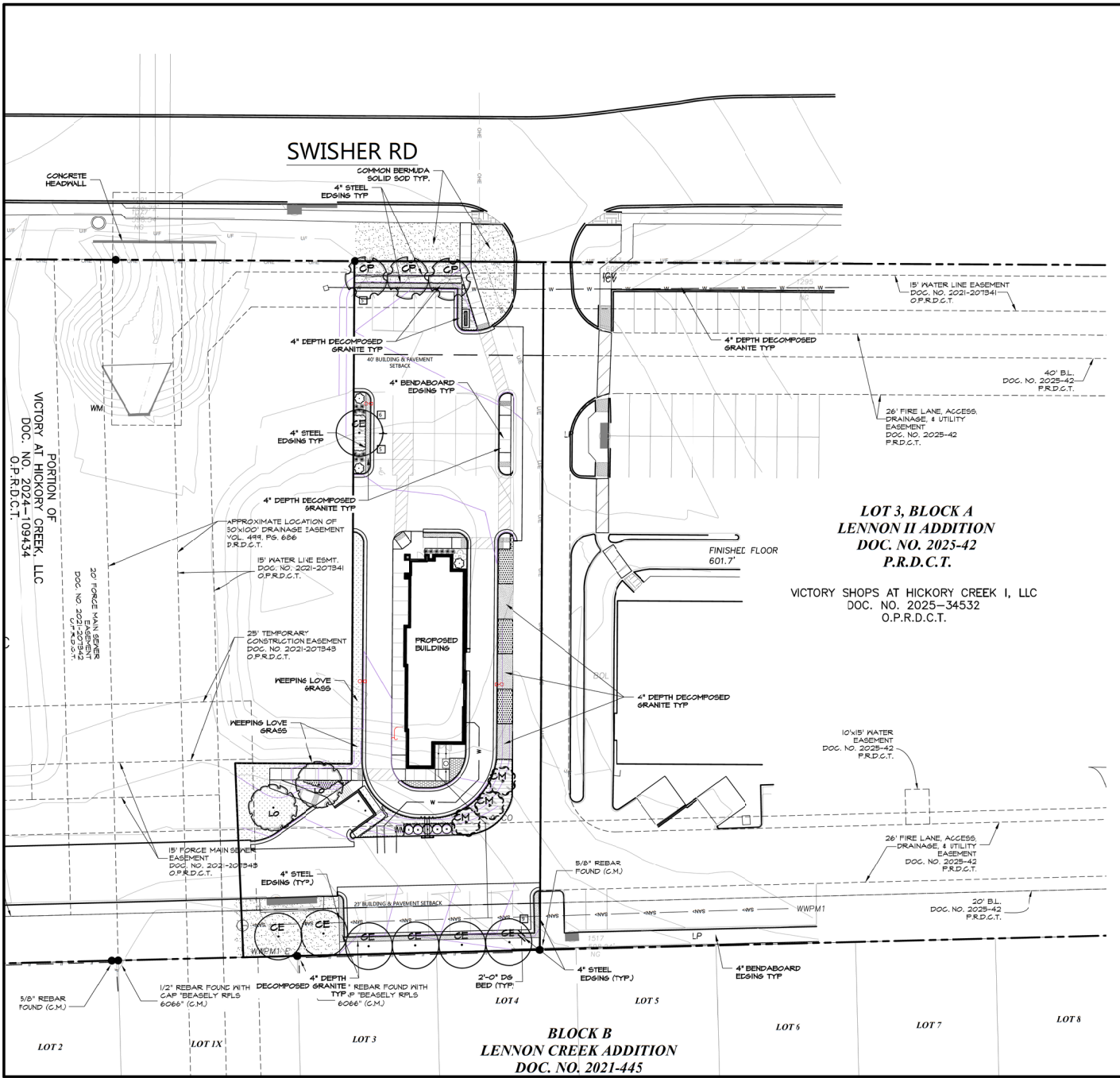
PROPOSED BUILDING FOR:  
**SWEETX TEA LLC - HTEAO #395**  
3080 FM 2181 • HICKORY CREEK, TX 75065

PROFESSIONAL SEAL

**SHEET DATES**  
ISSUED FOR CONSTRUCTION  
IFC MAR. 31, 2026

**JOB NUMBER**  
260035700

**SHEET NUMBER**  
**C1.1**



**LANDSCAPE LEGEND**

- LIVE OAK / QUERCUS VIRGINIANA (8" CALIPER)
- CHINESE PISTACHE / PISTACIA CHINENSIS (8" CALIPER)
- CEDAR ELM / ULMUS CRASSIFOLIA (8" CALIPER, MIN. 8' HEIGHT)
- MULTI-TRUNK RED ROCKET GRAPEMYRTLE / LAURUSTROKIA INDICA RED ROCKET (2" CALIPER, MIN. 6' HEIGHT)
- DWARF BURFORD HOLLY / ILEX CORNUTA BURFORDIANA (10 GALLON)
- TEXAS SAGE / LEUCOPHYLLUM FRUTESCENS (7 GALLON)
- INDIAN HAWTHORNE / RAPHIDOLEPIS INDICA (7 GALLON)
- COLOR GUARD YUCCA / YUCCA FILAMENTOSA COLOR GUARD (8 GALLON)
- PURPLE PIXIE FRINGE FLOWER / LOROPETALUM CHINENSE PURPLE PIXIE (8 GALLON, PLANTS SPACED 36" O.C.)
- SEASONAL COLOR BED (4" POTS AT 8" O.C.)
- MEXICAN FEATHER GRASS / STIPA TENNISIMMA (1 GALLON, PLANTS SPACED 18" O.C.)
- DWARF FOUNTAIN GRASS / PENNISTEMUM ALOPECUROIDES HAMELII (1 GALLON, PLANTS SPACED 24" O.C.)
- KEEPING LOVE GRASS / ERAGROSTIS CURVULA HYDROMULCH
- COMMON BERMDA GRASS SOLID SOD (MINIMUM 100% COVERAGE)
- 4" DEPTH DECOMPOSED GRANITE

**IRRIGATION**

1. ALL LANDSCAPE AREAS WILL INCLUDE AN UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM.
2. ALL PROPOSED TREES WILL BE EQUIPPED WITH BUBBLERS. ALL TREE BUBBLERS WILL BE ON A SEPARATE INDEPENDENT VALVE.
3. ALL LANDSCAPE AREAS LESS THAN 4'-0" IN WIDTH WILL BE ON INDEPENDENT ZONES.
4. IRRIGATION CONTROLLER WILL BE EQUIPPED WITH A RAIN / FREEZE SENSOR.

**STUDIO DESIGN GROUP**  
 Studio 13 Design Group, P.L.L.C.  
 116 W. Main Street  
 Lewisville, Texas 75057  
 469-432-1900  
 TRAC Firm #08843

**\*\*WARNING\*\***  
 EXISTS UNDERGROUND UTILITIES. FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION OR EXCAVATION.

**ACCESSIBILITY GENERAL NOTES**

1. ALL ACCESSIBLE ROUTES AND RAMPS SHALL CONFORM TO THE TEXAS ACCESSIBILITY STANDARDS (T.A.S.)
2. PUBLIC ACCESSIBLE ROUTES SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:20 AND CROSS SLOPE GREATER THAN 1:50.
3. RAMPS SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 1:12 AND A CROSS SLOPE GREATER THAN 1:50.
4. HANDRAILS WILL BE REQUIRED IF RAMP IS LONGER THAN 72 INCHES WITH A MAXIMUM RUNNING SLOPE OF 1:12.

**EXCEL**  
 Always a Better Plan  
 100 Camelot Drive  
 Fonic du Lac, WI 54955  
 800-825-8800  
 excelengineer.com

**PROJECT INFORMATION**

PROPOSED BUILDING FOR:  
**SWEETX TEA LLC - HTEAO #395**  
 3080 FM 2181 • HICKORY CREEK, TX 75065

**STUDIO DESIGN GROUP**  
 March 30, 2024

**NORTH**

1" = 20' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

**JOB NUMBER**  
1

**SHEET NUMBER**  
LS1.00

**LANDSCAPE NOTES:**

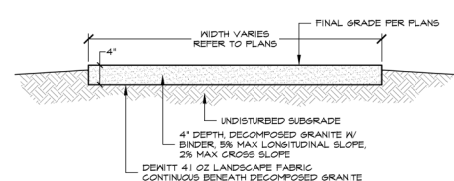
1. A TREE PERMIT IS REQUIRED FOR ALL REMOVAL OF ALL TREES, PROTECTED AND UNPROTECTED.
2. PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO THE LATEST EDITION OF THE TEXAS NURSERY & LANDSCAPE ASSOCIATION (TNA) SPECIFICATIONS, GRADES AND STANDARDS.
3. ALL PLANT SUBSTITUTIONS ARE SUBJECT TO CITY OF HICKORY CREEK APPROVAL AND MUST BE SPECIFIED ON THE APPROVED LANDSCAPE PLAN.
4. GROUND COVERS USED IN LIEU OF TURF GRASS MUST PROVIDE COMPLETE COVERAGE WITHIN ONE (1) YEAR OF PLANTING AND MAINTAIN ADEQUATE COVERAGE AS APPROVED BY THE CITY OF HICKORY CREEK.
5. TREES MUST BE PLANTED FOUR FEET (4') OR GREATER FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS AND/OR OTHER STRUCTURES. THE CITY OF HICKORY CREEK HAS FINAL APPROVAL FOR ALL TREE PLACEMENTS.
6. TREE PITS SHALL HAVE ROUGHENED SIDES AND BE TWO TO THREE TIMES DEEPER THAN THE ROOT BALL OF THE TREE IN ORDER TO FACILITATE HEALTHY ROOT GROWTH.
7. TREES SHALL NOT BE PLANTED DEEPER THAN THE BASE OF THE TRUNK FLARE.
8. THE TREE PIT SHALL BE BACKFILLED WITH NATIVE TOPSOIL FREE OF ROCK AND OTHER DEBRIS.
9. BURLAP, TWINE AND NINE BASKETS SHALL BE LOOSELY AND PULLED BACK FROM THE TRUNK OF TREE AS MUCH AS POSSIBLE.
10. TREES SHALL NOT BE WATERED TO EXCESS THAT RESULTS IN SOIL SATURATION. IF SOIL BECOMES SATURATED, THE WATERING SCHEDULE SHALL BE ADJUSTED TO ALLOW FOR DRAINAGE AND ABSORPTION OF THE EXCESS WATER.
11. A 3" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 4" FROM THE TRUNK OF THE TREE.
12. NO PERSONS OR ENTITY MAY USE IMPROPER OR MALICIOUS MAINTENANCE OR PRUNING TECHNIQUES WHICH WOULD LIKELY LEAD TO THE DEATH OF THE TREE. IMPROPER OR MALICIOUS TECHNIQUES INCLUDE, BUT ARE NOT LIMITED TO, TOPPING OR OTHER UNUSUAL TRIMMING OF TREES, TRIMMING TREES WITH A BACKSIC, OR USE OF FIRE OR POISON TO CAUSE THE DEATH OF A TREE.
13. ALL BEDS TO HAVE 3" OF COMPOSTED SOIL, LIVING EARTH TECHNOLOGY OR APPROVED EQUAL TO A DEPTH OF 8" MINIMUM.
14. ALL FINISH BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3 INCHES OF HARDWOOD OR OTHER MULCH.
15. TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7 FEET. TREES OVERHANGING PUBLIC STREET PAVEMENT DRIVE AISLES AND FIRE LANES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 14 FEET.
16. A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS. SHRUBS ARE NOT TO EXCEED 30 INCHES IN HEIGHT. TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7 FEET AT TIME OF PLANTING.
17. TREES PLANTED ON A SLOPE SHALL HAVE THE SOIL 5" IN AT THE AVERAGE GRADE OF SLOPE.
18. NO SHRUBS SHALL BE PERMITTED WITHIN AREAS LESS THAN 3 FEET IN WIDTH. ALL BEDS LESS THAN 3 FEET IN WIDTH SHALL BE GRASS, GROUNDCOVER OR SOME TYPE OF FIXED PAVING.
19. THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, AND OTHER ACTIVITIES NECESSARY FOR THE MAINTENANCE OF LANDSCAPED AREAS.
20. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY WITHIN 30 DAYS UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY OF HICKORY CREEK.
21. LANDSCAPE AND OPEN AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
22. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO IRRIGATE ALL LANDSCAPE AREAS. OVERSPRAY ON STREETS AND WALKS IS PROHIBITED. A PERMIT FROM THE BUILDING INSPECTION DEPARTMENT IS REQUIRED FOR EACH IRRIGATION SYSTEM.
23. NO PLANT MATERIAL SHALL BE ALLOWED TO ENCRASH ON RIGHT-OF-WAY, SIDEWALKS OR EASEMENTS TO THE EXTENT THAT THE VISION OR ROUTE OF TRAVEL FOR VEHICULAR, PEDESTRIAN, OR BICYCLE TRAFFIC IS IMPEDED.
24. NO PLANTING AREAS SHALL EXCEED 5:1 SLOPE. 3" HORIZONTAL TO 1" VERTICAL.
25. EARTHEN BERMS SHALL NOT INCLUDE CONSTRUCTION DEBRIS. CONTRACTOR MUST CORRECT SLIPPAGE OR DAMAGE TO THE SMOOTH FINISH GRADE OF THE BERM PRIOR TO ACCEPTANCE.
26. ALL WALKWAYS SHALL MEET A.D.A. AND T.A.S. REQUIREMENTS.
27. CONTACT CITY OF HICKORY CREEK'S PLANNING DEPARTMENT AT FOR LANDSCAPE INSPECTION. NOTE LANDSCAPE INSTALLATION MUST COMPLY WITH APPROVED LANDSCAPE PLANS PRIOR FINAL ACCEPTANCE BY THE CITY OF HICKORY CREEK AND/OR OBTAINING A CERTIFICATE OF OCCUPANCY.
28. FINAL INSPECTION AND APPROVAL OF SCREENING WALLS, IRRIGATION AND LANDSCAPE IS SUBJECT TO ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO MANKINDS, VALVES, WATER METERS, CLEANOUTS AND OTHER APPURTENANCES TO BE ACCESSIBLE, ADJUSTED TO GRADE AND TO THE CITY OF HICKORY CREEK'S PUBLIC WORKS DEPARTMENT STANDARDS.
29. PRIOR TO CALLING FOR A LANDSCAPE INSPECTION CONTRACTOR IS RESPONSIBLE FOR MARKING ALL MANHOLES, VALVES, WATER METERS, CLEANOUTS AND OTHER UTILITY APPURTENANCES WITH FLAGGING FOR FIELD VERIFICATION BY THE PUBLIC WORKS DEPARTMENT.

**PLANT LIST**

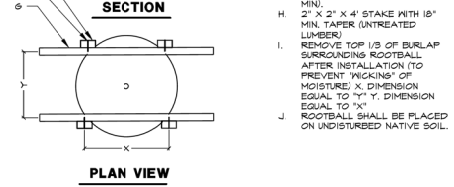
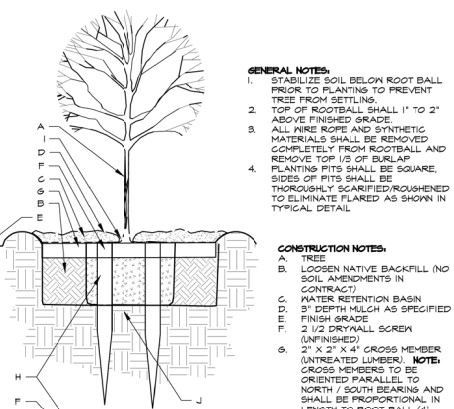
SYMBOL	COMMON/BOTANICAL NAME	SIZE	SPACING	QUANTITY	REMARKS
LO	LIVE OAK / QUERCUS VIRGINIANA	3" CALIPER	AS SHOWN	2	6" MINIMUM SPREAD; MINIMUM 12' HEIGHT; FULL ROUNDED HEAD 6" MINIMUM BRANCHING HEIGHT; NURSERY GROWN PROVIDED 16 - 18" HEIGHT SHRUBS
CP	CHINESE PISTACHIA / PISTACIA CHINENSIS	3" CALIPER	AS SHOWN	3	6" MINIMUM SPREAD; MINIMUM 12' HEIGHT; FULL ROUNDED HEAD 6" MINIMUM BRANCHING HEIGHT; NURSERY GROWN
CE	CEDAR ELM / ULMUS CRASSIFOLIA	3" CALIPER	AS SHOWN	7	6" MINIMUM SPREAD; MINIMUM 12' HEIGHT; FULL ROUNDED HEAD 6" MINIMUM BRANCHING HEIGHT; NURSERY GROWN
CM	MULTI-TRUNK RED ROCKET GRAPENUT / LASERSTROEMIA INDICA RED ROCKET	2" CALIPER	AS SHOWN	4	5' MINIMUM SPREAD; MINIMUM 8' HEIGHT; 2" MIN. CAL.; FULL HEAD NURSERY GROWN
	DWARF BURFORD HOLLY / ILEX CORNUTA BURFORDI NANA	10 GALLON	AS SHOWN	27	FULL PLANTS
	TEXAS SAGE / LEUCOPHYLLUM FRUTESCENS	7 GALLON	AS SHOWN	3	FULL PLANTS
	INDIAN HAWTHORN / RHAPHOLEPIS INDICA	7 GALLON	AS SHOWN	13	FULL PLANTS
	COLOR GUARD YUCCA / YUCCA FILAMENTOSA 'COLOR GUARD'	3 GALLON	AS SHOWN	10	FULL PLANTS
	PURPLE PIXIE FRINSE FLOER / LOROPETALUM CHINENSE PURPLE PIXIE	3 GALLON	AS SHOWN	7	FULL PLANTS
	SEASONAL COLOR	4" POTS	8" O.C.	246	FULL PLANTS
	MEXICAN FEATHER GRASS / STIPA TENUISSIMA	1 GALLON	18" O.C.	168	FULL PLANTS
	DWARF FOUNTAIN GRASS / PENNINGTON ALPESGRASS HAMELI	1 GALLON	24" O.C.	20	FULL PLANTS
	KEEPS LOVE GRASS / ERAGROSTIS CURVULA	SOLID SOD		1,268	SQUARE FEET MINIMUM 100% COVERAGE
	COMMON BERBERDA GRASS SOLID SOD	SOLID SOD		1,660	SQUARE FEET MINIMUM 100% COVERAGE
	DECOMPOSED GRANITE	4" DEPTH		768	SQUARE FEET REFER TO DETAIL 4/L2
	BENDBOARD EDGING	4" HEIGHT		240	LINEAR FEET REFER TO DETAIL 5/L2

**LANDSCAPE PROVIDED**

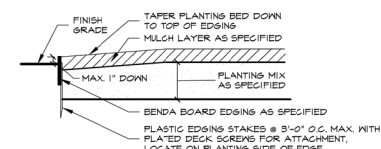
- STREET BUFFER**  
 A. 1-1/2' HEIGHT SHRUB / 4 LF  
 46 LF / 4 LF = 12 - 12" HEIGHT SHRUBS REQUIRED, PROVIDED 16 - 18" HEIGHT SHRUBS
- PARKING LOT**  
 B. 1 - 3" CALIPER SHADE TREE / 15 PARKING SPACES  
 25 PARKING SPACES / 15 SPACES = 2 - 3" CALIPER SHADE TREES PROVIDED, 12 - 3" CALIPER SHADE TREES  
 1 - 3 GAL SHRUBS / 5 PARKING SPACES  
 25 / 5 SPACES = 5 - 3 GAL SHRUBS PROVIDED, 15 - 3 GAL SHRUBS
- C. 1 - 3" CALIPER SHADE TREE / 4500 SF OF VEHICULAR SURFACE AREA  
 16300 SF / 4500 SF = 4 - 3" CALIPER SHADE TREES PROVIDED, 12 - 3" CALIPER SHADE TREES  
 1 - 3 GAL SHRUBS / 1500 SF OF VEHICULAR SURFACE AREA  
 16300 / 1500 SF = 12 - 3 GAL SHRUBS PROVIDED, 15 - 3 GAL SHRUBS
- STORAGE AREA SCREENING**  
 D. 1-1/2' HEIGHT SHRUB / 3 LF  
 26 LF / 3 LF = 9 - 12" HEIGHT SHRUBS REQUIRED, PROVIDED, 11 - 18" HEIGHT SHRUBS



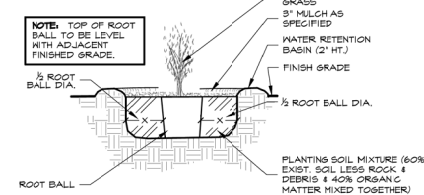
**4 DECOMPOSED GRANITE**  
 L2 SECTION SCALE: 1" = 1'-0"



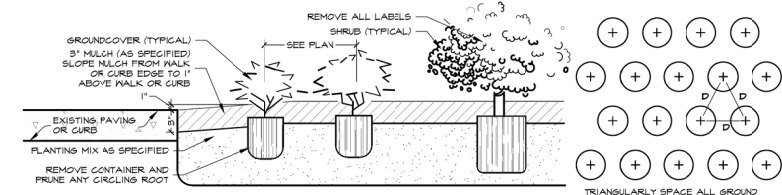
**5 TREE PLANTING**  
 L2 NOT TO SCALE



**3 TYPICAL BED EDGING DETAIL**  
 L2 NOT TO SCALE



**1 POCKET PLANTING ORNAMENTAL GRASS DETAIL**  
 L2 NOT TO SCALE



**2 SHRUB AND GROUNDCOVER PLANTING DETAIL**  
 L2 NOT TO SCALE

**EXCEL**  
 Always a Better Plan  
 100 Cammett Drive  
 Fonc du Lac, WI 54955  
 800-805-9800  
 excelengineer.com

**PROPOSED BUILDING FOR:**  
**SWEETX TEA LLC - HTEAO #395**  
 3080 FM 2181 • HICKORY CREEK, TX 75065

SEAL OF THE CITY OF HICKORY CREEK, TEXAS  
 MARCH 30, 2026

**↑ NORTH**  
 20 10 0 20  
 1" = 20' - 0"  
 Use a six inch on original drawing. If not one inch on this sheet, adjust scale as necessary.  
 One Inch

**JOB NUMBER**  
 1

**SHEET NUMBER**

**LS1.01**

Printed by: Stateline Plot Date: 3/20/2026 11:56 AM



## AGENDA INFORMATION SHEET

**MEETING DATE:** May 11, 2026

**AGENDA ITEM:** Consider and act on a final plat of 104 Carlisle-Hickory Creek Addition Lot 1, Block A, being 3.164 acres of land situated in the Lowry Cobb Survey, Abstract No. 284, Town of Hickory Creek, Denton County, Texas. The property is located in the 700 block of S. Lake Dallas Drive.

**AGENDA ITEM  
SUMMARY:**

Three (3) unplatted vacant lots at the corner of Lake Dallas Drive and Carlisle Drive, legally described as A0284A Cobb, Tracts 55, 58, 1.621 acres, A0284A Cobb, Tract 56, 1.2436 acres, and A0284A Cobb, Tract 57(pt), .4468 acres, are being platted into one (1) commercial lot. Zoning is C-1 with a Special Use Permit for sales and service of automobiles and watercraft approved June 24, 2024.

Halff recommends approval contingent on acceptance of the Stormwater Management Plan and the Drainage Study/Downstream Assessment.

Date	Request	Meeting	Result
06/18/24	Special Use Permit	Planning and Zoning	Approval recommended
06/24/24	Special Use Permit	Town Council	Approved
01/20/26	Preliminary Plat	Planning and Zoning	Approval recommended pending Halff comments
01/20/26	Site & Landscape Plan	Planning and Zoning	Tabled by Applicant
01/29/26	Preliminary Plat	Town Council	Approved
02/17/26	Site & Landscape Plan	Planning and Zoning	Approval recommended pending Halff comments and compliance with SUP
2/23/26	Site & Landscape Plan	Town Council	Approved
5/5/26	Final Plat	Planning and Zoning	Approval recommended pending Halff comments



April 17, 2026  
AVO 37638.200

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

**Re: 104 Carlisle Drive (Lot 1, Block A – Hickory Creek Addition)  
Final Plat  
2<sup>nd</sup> Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Final Plat application for 104 Carlisle Drive, Lot 1, Block A Hickory Creek Addition on March 16, 2026. The surveyor is Eagle Surveying, LLC and the engineer is KJ Environmental. The owner is Blackbear DurCo, LLC.

2<sup>nd</sup> Submittal Received: April 13, 2026

**Halff has reviewed the Final Plat and recommends Town Council approval of the Final Plat. Please note the Preliminary Plat, Site Plan and Landscape Plane were approved as of February 23, 2026. Please also note the Drainage Study/Downstream Assessment was reviewed and comments provided by separate letter on April 7, 2026 and is pending approval. Acceptance of Final Plat should be contingent upon acceptance of the Stormwater Management Plan and Drainage Study/Downstream Assessment.**

### **General**

1. Refer to attached Town checklist markups for additional comments.  
1<sup>st</sup> Review Response: Revised  
2<sup>nd</sup> Review: All markups/comments addressed.
2. Refer to attached plat markup for all additional comments.  
1<sup>st</sup> Review Response: Revised  
2<sup>nd</sup> Review: All markups/comments addressed.
3. Please revise “City” to “Town” for all mentions of Hickory Creek throughout plat descriptions and labels.  
1<sup>st</sup> Review Response: Revised  
2<sup>nd</sup> Review: Town now shown.
4. Please address comments and markups on the attached markups and provide annotated responses.  
1<sup>st</sup> Review Response: Revised  
2<sup>nd</sup> Review: Response Letter and Annotated Markups provided.

### **Final Plat**

1. Please revise minimum building setback lines for side lot to 10 feet per Town Zoning Ordinance requirements and zoning designation for corner C-1 lots. (Chapter 14, Article XIII, Section 4.2.a)  
**1<sup>st</sup> Review Response:** Revised  
**2<sup>nd</sup> Review:** Building Setback Line has been updated, comment addressed.
2. Please coordinate with Lake Cities Municipal Utility Authority (LCMUA) on the inclusion of future, by separate instrument, water and wastewater easements proposed on the northeast corner of the property, as needed.  
**1<sup>st</sup> Review Response:** Revised  
**2<sup>nd</sup> Review:** LCMUA easements included, comment addressed.

*The comments provided herein are based on available information provided to Halff by the Town of Hickory Creek and the private development owner/engineer and are a 3rd party review of the plat/plans. The review provided is in conformance with the Town of Hickory Creek's set standards and guidelines on engineering design and ordinances at the time of the review. The Surveyor or Engineer of Record for the applicable project/design, not Halff as the 3rd party reviewer, is ultimately responsible for the plat/plans and impacts before, during and after construction.*

Sincerely,

### **HALFF**

TBPELS Engineering Firm No. 312



Kevin Gronwaldt, PE, LGPP  
Consulting Engineer for the Town of Hickory Creek

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

Attachment: Town Checklist markup  
Comment Response Letter and Annotated Markups  
Final Plat



**TOWN OF HICKORY CREEK  
ENGINEERING DESIGN MANUAL**

**CHECKLISTS**

Please make sure the plans you are submitting are in accordance with this checklist. The following checklist will be used during the Plan Review.

**Plat Application:**                     Preliminary Plat     Preliminary Replat  
    Final Plat                     Final Replat

**Engineering Plan:**                     Preliminary     Final

**Site Construction Plan:**             Preliminary     Final     Post Construction

**Storm Water Management:**     Conceptual     Preliminary     Final

**Project Information**

A. Name of Development: Hickory Creek Addition (Lot 1,Block A)    B. Date: 4/13/2026

C. Location of Development: 104 Carlisle Drive

D. Type of Development: Commercial - Flex Office/Warehouse

E. Total area (acres): 3.164

F. Proposed Land Uses (zoning designations): C-1

G. Anticipated project schedule: N/A

H. Name of Owner: Blackbear DurCo, LLC

I. Owner Telephone No.: 972-741-7206    J. FAX No.: \_\_\_\_\_

K. Owner Contact Name: Paul Bosco Jr.

L. Owner Address: 4509 Mahogany Lane, Copper Canyon, TX 75077

M. Owner Email Address: \_\_\_\_\_

N. Engineer/Surveyor's Name: E: Kevin Ware - S: Michael Fedchak

O. Engineer/Surveyor's Email Address: \_\_\_\_\_

P. Engineer/Surveyor Firm: E: KJ Environmental - S: Eagle Surveying, LLC

- 18. Number each proposed lot and block. Provide the proposed number of lots. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 19. Existing two (2) foot interval contours referenced to NAD. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 20. Proposed streets, alleys, drainage ways, parks, open spaces, easements, other public areas and other rights-of-way within the subdivision. Dimensions of all easements and rights-of-way. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 21. Dimensions for all lots. Gross acreage for all non-residential lots. Approximate acreage for areas in residential use. Approximate acreage of streets, parks, and other non-residential uses. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 22. Front building setback lines, side and rear building setback lines. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 23. Preliminary Storm Water Management Plan meeting the requirements of the Engineering Design Manual shall be submitted with the Preliminary Plat. (Checklist in App. C) Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 24. Preliminary Plat approval block as described by the Subdivision Regulation Ordinance. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 25. Where the Preliminary Plat is part of a larger area owned by the Applicant that will be subsequently subdivided, provide a layout of the larger area showing the tentative layout of streets, blocks, drainage, water, sewerage, and other improvements for the larger area. Yes \_\_\_ No \_\_\_ N/A \_\_\_

**FINAL PLAT CHECKLIST**

- 1. Ten (10) Sets of Final Plats submitted to the Town Yes \_\_\_ No \_\_\_ N/A X
- 2. Final plats shall be placed on maximum 24" x 36" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. Yes X No \_\_\_ N/A \_\_\_
- 3. Title or name of the subdivision preceded by the words "Final Plat" Yes X No \_\_\_ N/A \_\_\_
- 4. Name address and telephone number of the owner, applicant, survey, and/or engineer. Yes X No \_\_\_ N/A \_\_\_
- 5. Vicinity map and key map if multiple sheets are needed. Yes X No \_\_\_ N/A \_\_\_
- 6. Date, written and graphic scale, and north arrow. Yes X No \_\_\_ N/A \_\_\_
- 7. Boundary line of subdivision drawn with a heavy line and with bearings, dimensions and curve data. Yes X No \_\_\_ N/A \_\_\_
- 8. Names of adjoining subdivisions with lots and blocks shown with dashed lines and/or property owners of record for all contiguous unplatted properties. Yes X No \_\_\_ N/A \_\_\_

9. Town limits, if applicable. Yes  No  N/A
10. Proposed streets, alleys, drainageways, parks, open spaces, easements, other public areas and other rights-of-way within the subdivision including dimensions, bearings and curve data. Yes  No  N/A
11. Location, dimension, description and recording information for all existing rights-of-way, railroad rights-of-way, easements or other public ways on or adjacent to the property being platted. Yes  No  N/A
12. Location and description of all permanent monuments and control points Yes  No  N/A
13. Final Storm Water Management Plan meeting the requirements of the Engineering Design Manual shall be submitted with the Preliminary Plat. (Checklist in App. C) Yes  No  N/A  **under review, comments provided by separate letter.**
14. Floodways / Floodplains (FEMA):
- a. Show the ultimate 100-year water surface elevation. Yes  No  N/A
  - b. Show floodplain and floodway boundaries. Yes  No  N/A
  - c. Drainage Floodway easement limits Yes  No  N/A
  - d. Minimum fill and floor elevations specified. Yes  No  N/A
15. Minimum building setback lines. Yes  No  N/A
16. Lot and block numbers. Yes  No  N/A
17. Approval block in the form prescribed by the Subdivision Regulations Ordinance. Yes  No  N/A
18. Abutting property owner names and recording information. Yes  No  N/A
19. Gross acreage of the land being subdivided Yes  No  N/A
26. Added the note for buildings within 1,000 feet from existing oil or gas well as described by the Subdivision Regulation Ordinance. Yes  No  N/A
20. Owner's certificate of deed or dedication with the following:
- a. Metes and bounds description. Yes  No  N/A
  - b. Representation that dedicators own the property. Yes  No  N/A
  - c. Dedication statement. Yes  No  N/A
  - d. Reference and identification or name of final plat. Yes  No  N/A
  - e. Surveyor certification in the form prescribed by the Subdivision Regulation Ordinance. Yes  No  N/A

21. Certificate showing all taxes have been paid. Yes  No  N/A
22. A letter fully outlining and alterations from the approved Preliminary Plat. Yes  No  N/A

**ENGINEERING SITE PLAN** – Each Engineering Site Plan shall include:

1. Engineering Site plans shall be placed on maximum 22" x 34" sheets and drawn to a scale of 1" = 100' or 1" = 50' unless approved in advance by the Town. Yes  No  N/A
2. Title block in lower right hand corner including:
- a. Subdivision name with lot and block number. Yes  No  N/A
  - b. Area in acres. Yes  No  N/A
  - c. Metes and bounds description including survey name and abstract number. Yes  No  N/A
  - d. Town and County. Yes  No  N/A
  - e. Preparation Date. Yes  No  N/A
3. Name, address and telephone number of the owner, applicant, and surveyor/engineer. Yes  No  N/A
4. Vicinity map and key map, if multiple sheets are needed. Yes  No  N/A
5. Written scale, graphic scale and north arrow. Yes  No  N/A
6. Approximate distance to the nearest street. Yes  No  N/A
7. Site boundaries, dimensions, lot lines and lot areas. Yes  No  N/A
8. Legend. Yes  No  N/A
9. Site data summary table including:
- a. Zoning. Yes  No  N/A
  - b. Proposed use. Yes  No  N/A
  - c. Building area (gross square footage). Yes  No  N/A
  - d. Building height (feet and inches). Yes  No  N/A
  - e. Area of impervious surface. Yes  No  N/A
  - f. Total Parking: Required and provided. Yes  No  N/A
  - g. Number of handicap parking spaces. Yes  No  N/A
  - h. Number of dwelling units and number of bedrooms (multifamily). Yes  No  N/A



March 30, 2026  
AVO 37638.200

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

**Re: 104 Carlisle Drive (Lot 1, Block A – Hickory Creek Addition)  
Final Plat  
1<sup>st</sup> Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Final Plat application for 104 Carlisle Drive, Lot 1, Block A Hickory Creek Addition on March 16, 2026. The surveyor is Eagle Surveying, LLC and the engineer is KJ Environmental. The owner is Blackbear DurCo, LLC.

**Halff has reviewed the Final Plat and recommends approval of the Final Plat contingent on addressing the following comments below. Please note the Preliminary Plat, Site Plan and Landscape Plane were approved as of February 23, 2026. Please also note the Drainage Study/Downstream Assessment was reviewed and comments provided by separate letter on February 27, 2026 and is pending approval. Acceptance of Final Plat should be contingent upon acceptance of the Stormwater Management Plan and Drainage Study/Downstream Assessment.**

#### **General**

- REVISED 1. Refer to attached Town checklist markups for additional comments.
- REVISED 2. Refer to attached plat markup for all additional comments.
- REVISED 3. Please revise "City" to "Town" for all mentions of Hickory Creek throughout plat descriptions and labels.
- REVISED 4. Please address comments and markups on the attached markups and provide annotated responses.

#### **Final Plat**

- REVISED 1. Please revise minimum building setback lines for side lot to 10 feet per Town Zoning Ordinance requirements and zoning designation for corner C-1 lots. (Chapter 14, Article XIII, Section 4.2.a)
- 2. Please coordinate with Lake Cities Municipal Utility Authority (LCMUA) on the inclusion of future, by separate instrument, water and wastewater easements proposed on the northeast corner of the property, as needed.



Sincerely,

**HALFF**

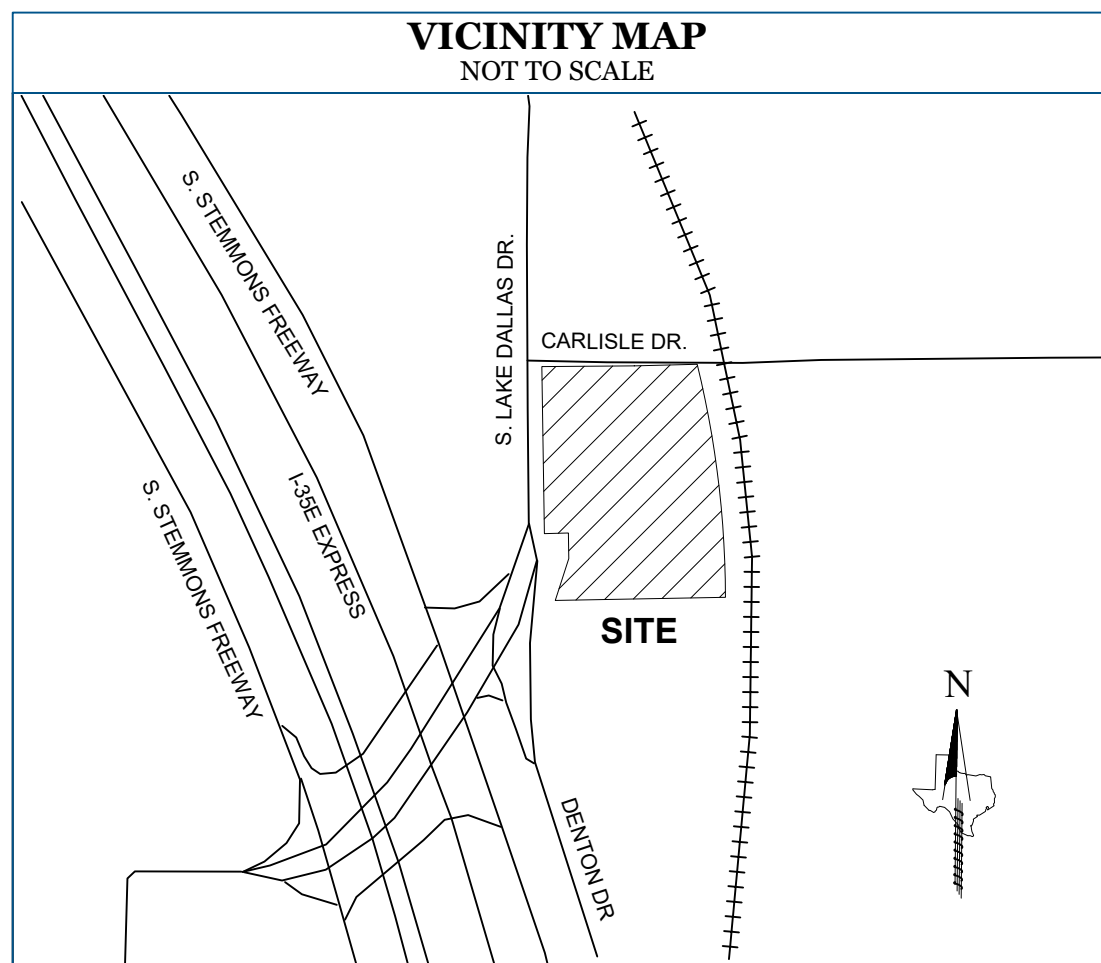
TBPELS Engineering Firm No. 312

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

Kevin Gronwaldt, PE  
Consulting Engineer for the Town of Hickory Creek

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

Attachment: Final Plat markup  
Town Checklist markup



- GENERAL NOTES**
- The purpose of this plat is to create one (1) lot of record from an unplatted tract of land and to dedicate easements.
  - This property is located in **Non-shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 481150 as shown on Map Number 48121C0535G.
  - The bearings and grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
  - 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.
  - Interior property corners, if present, are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.

**TOWN APPROVAL BLOCK**

Recommended for Approval \_\_\_\_\_ Date \_\_\_\_\_

Chairman, Planning & Zoning Commission  
Town of Hickory Creek, Texas

Approved For Preparation of Final Plat \_\_\_\_\_ Date \_\_\_\_\_

Mayor \_\_\_\_\_ Date \_\_\_\_\_  
Town of Hickory Creek, Texas

**TOWN APPROVAL BLOCK**

The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the **104 CARLISLE - HICKORY CREEK ADDITION** to the Town of Hickory Creek was submitted to the town council on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, 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., 20\_\_\_\_.

Town Secretary, Town of Hickory Creek, Texas

**SURVEYOR**  
Eagle Surveying, LLC  
Contact: Michael Fedchak  
222 S. Elm Street, Suite: 200  
Denton, TX 76201  
(940) 222-3009

**OWNER/DEVELOPER**  
Blackbear DurCo, LLC  
Contact: Paul Bosco Jr  
4509 Mahogany Lane  
Copper Canyon, TX 75077  
(972) 741-7206

**ENGINEER**  
KJ Environmental  
Contact: Kevin Ware  
500 Moseley Road  
Cross Roads, TX 76227  
(940) 387-0805

**Eagle Surveying, LLC**  
222 South Elm Street  
Suite: 200  
Denton, TX 76201  
940.222.3009  
www.eaglesurveying.com  
TX Firm # 10194177

**LEGEND**

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- CIRF = CAPPED IRON ROD FOUND
- XCF = "X" CUT FOUND
- ADF = ALUMINUM DISK FOUND
- POB = POINT OF BEGINNING
- SQ. FT. = SQUARE FEET
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- O.R.D.C.T. = OFFICIAL RECORDS, DENTON COUNTY, TEXAS
- = SUBJECT PLAT BOUNDARY
- - - = ADJACENT PROPERTY LINE

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 00°46'49" W	47.95'
L2	S 88°29'58" W	45.22'
L3	N 89°08'01" E	76.42'
L4	N 00°51'59" W	243.83'
L5	N 89°33'08" E	15.00'
L6	S 00°51'59" E	155.92'
L7	N 89°08'01" E	5.00'
L8	S 00°51'59" E	10.00'
L9	S 89°08'01" W	5.00'
L10	S 00°51'59" E	77.17'
L11	N 89°08'01" E	10.00'
L12	S 00°51'59" E	10.00'
L13	S 89°08'01" W	10.00'
L14	S 00°51'59" E	5.63'
L15	S 89°08'01" W	91.42'
L16	N 00°51'59" W	15.00'

**LINE TABLE**

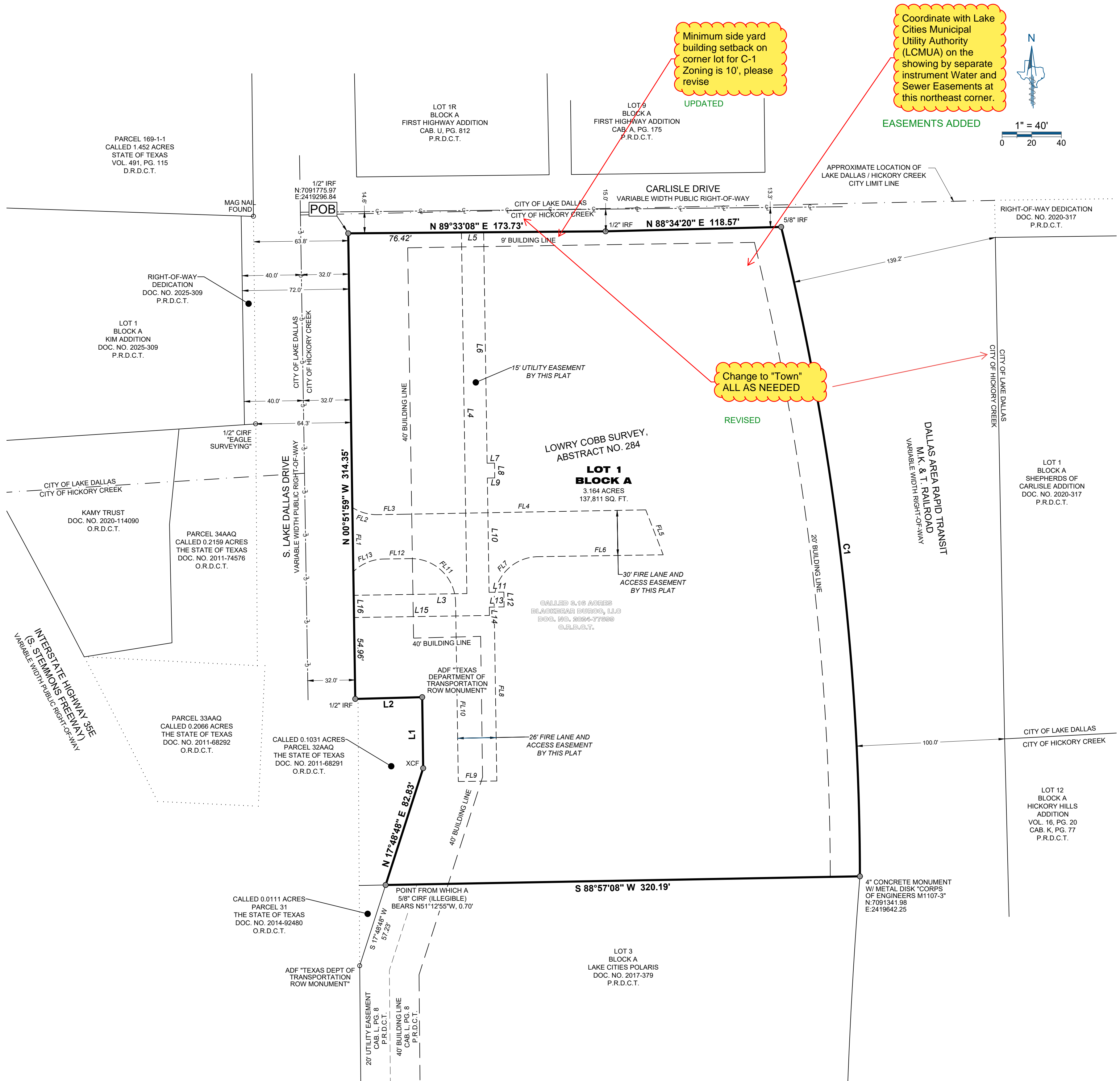
LINE	BEARING	DISTANCE
FL1	N 00°53'38" W	43.34'
FL3	N 89°08'42" E	17.22'
FL4	N 88°57'34" E	164.50'
FL5	S 21°13'39" E	32.53'
FL6	S 89°08'01" W	84.60'
FL8	S 00°51'53" E	121.45'
FL9	S 89°14'29" W	26.00'
FL10	N 00°52'00" W	120.92'
FL12	S 89°08'01" W	18.08'

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
FL2	30.55'	17.31'	32°28'17"	S 73°27'39" E	17.08'
FL7	30.00'	46.67'	89°08'01"	S 44°34'00" W	42.10'
FL11	30.00'	47.15'	90°03'31"	N 45°50'15" W	42.45'
FL13	30.00'	22.76'	43°28'30"	S 67°23'46" W	22.22'

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1860.08'	442.65'	013°38'05"	S 06°54'48" E	441.60'



**OWNER'S CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS, **BLACKBEAR DURCO, LLC**, is the owner of a 3.164 acre tract of land out of the L. Cobb Survey, Abstract No. 284, situated in the Town of Hickory Creek, Denton County, Texas, being all of a called 3.16 acre tract of land conveyed to AWS Boats LLC by deed of record in Document Number 2021-233756 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found at the intersection of the east right-of-way line of S. Lake Dallas Drive and the south right-of-way line of Carlisle Drive, being the northwest corner of said 3.16 acre tract;

**THENCE**, along the south right-of-way line of Carlisle Drive and the common north line of said 3.16 acre tract, the following two (2) courses and distances:

- N89°33'08"E, a distance of 173.73 feet to a 1/2 inch iron rod found;
- N88°34'20"E, a distance of 118.57 feet to a 5/8 inch iron rod found at the intersection of the south right-of-way line of Carlisle Drive and the west M.K. & T. Railroad right-of-way line, being the northeast corner of said 3.16 acre tract;

**THENCE**, along the west M.K. & T. Railroad right-of-way line and the common east line of said 3.16 acre tract, along a non-tangent curve to the right, having a radius of 1,860.08 feet, a chord bearing of S06°54'48"E, a chord length of 441.60 feet, a delta angle of 13°38'05", an arc length of 442.65 feet to a 4 inch square concrete monument with metal disk stamped "CORPS OF ENGINEERS M1107-3" found at the northeast corner of Lot 3, Block A, of Lake Cities Polaris, a subdivision of record in Document Number 2017-179 of the Plat Records of Denton County, Texas, being the southeast corner of said 3.16 acre tract;

**THENCE**, S88°57'08"W, along the north line of said Lot 3 and the common south line of said 3.16 acre tract, a distance of 320.19 feet to a point in the east right-of-way line of S. Lake Dallas Drive, being the northwest corner of said Lot 3, also being the northeast corner of a called Parcel 31 conveyed to The State of Texas by deed of record in Document Number 2014-92480 of said Official Records, also being the southeast corner of a called Parcel 32AAQ conveyed to The State of Texas by deed of record in Document Number 2011-68291 of said Official Records, and being the southwest corner of said 3.16 acre tract, from which a 5/8 inch iron rod with illegible red plastic cap found bears N51°12'55"W, a distance of 0.70 feet;

**THENCE**, along the east right-of-way line of S. Lake Dallas Drive and the common west line of said 3.16 acre tract, the following four (4) courses and distances:

- N17°48'48"E, a distance of 82.83 feet to an "X" cut found;
- N00°46'49"W, a distance of 47.95 feet to a 5/8 inch iron rod with aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT" found;
- S88°29'58"W, a distance of 45.22 feet to a 1/2 inch iron rod found;
- N00°51'59"W, a distance of 314.35 feet to the **POINT OF BEGINNING**, and containing an area of 3.164 acres (137,811 square feet) of land.

**OWNER'S DEDICATION**

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:**

That, **BLACKBEAR DURCO, LLC**, does hereby adopt this plat designating the hereinabove described property as **104 CARLISLE - HICKORY CREEK ADDITION**, an addition to the Town of Hickory Creek, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and easements shown thereon. The streets are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the Town of Hickory Creek. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Hickory Creek's use thereof. The Town of Hickory Creek and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Hickory Creek and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Hickory Creek, Texas

WITNESS, my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER: **BLACKBEAR DURCO, LLC**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
PAUL BOSCO, JR

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, 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 purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

STATE OF TEXAS §  
COUNTY OF DENTON §

THAT I, **CALEB MCCANLIES**, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Development Ordinance of the Town of Hickory Creek, Texas.

**PRELIMINARY**

this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Caleb McCanlies, R.P.L.S. # 7036 \_\_\_\_\_ Date \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF DENTON §

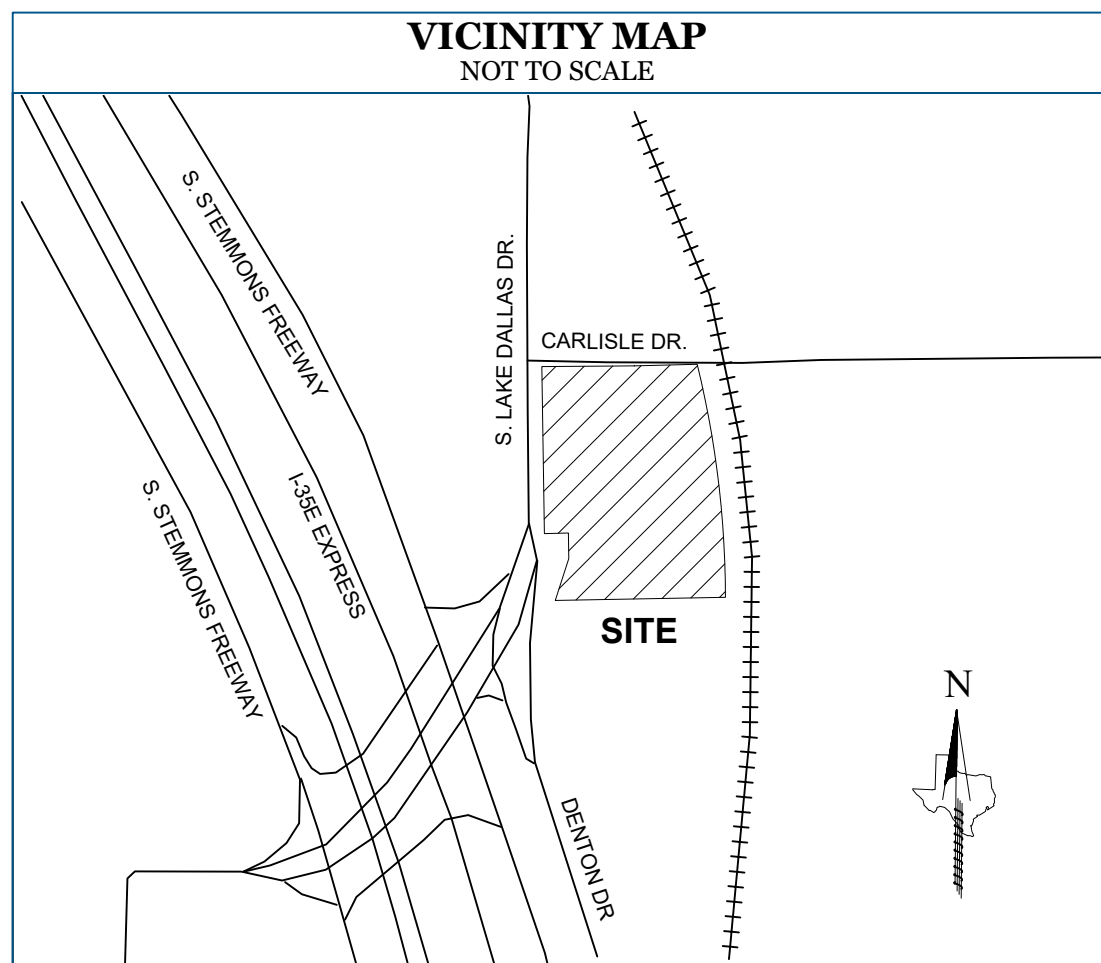
Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **CALEB MCCANLIES**, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas \_\_\_\_\_

**FINAL PLAT**  
**104 CARLISLE - HICKORY CREEK ADDITION**  
LOT 1, BLOCK A

BEING 3.164 ACRES OF LAND SITUATED IN THE LOWRY COBB SURVEY, ABSTRACT NO. 284 TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS



- GENERAL NOTES**
- The purpose of this plat is to create one (1) lot of record from an unplatted tract of land and to dedicate easements.
  - This property is located in **Non-shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 481150 as shown on Map Number 48121C0535G.
  - The bearings and grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
  - 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.
  - Interior property corners, if present, are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.

**TOWN APPROVAL BLOCK**

Recommended for Approval \_\_\_\_\_

Chairman, Planning & Zoning Commission \_\_\_\_\_ Date \_\_\_\_\_  
Town of Hickory Creek, Texas

Approved For Preparation of Final Plat \_\_\_\_\_

Mayor \_\_\_\_\_ Date \_\_\_\_\_  
Town of Hickory Creek, Texas

**TOWN APPROVAL BLOCK**

The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the **104 CARLISLE - HICKORY CREEK ADDITION** to the Town of Hickory Creek was submitted to the town council on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, 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., 20\_\_\_\_.

\_\_\_\_\_  
Town Secretary, Town of Hickory Creek, Texas

**SURVEYOR**  
Eagle Surveying, LLC  
Contact: Michael Fedchak  
222 S. Elm Street, Suite: 200  
Denton, TX 76201  
(940) 222-3009

**OWNER/DEVELOPER**  
Blackbear DurCo, LLC  
Contact: Paul Bosco Jr  
4509 Mahogany Lane  
Copper Canyon, TX 75077  
(972) 741-7206

**ENGINEER**  
KJ Environmental  
Contact: Kevin Ware  
500 Moseley Road  
Cross Roads, TX 76227  
(940) 387-0805

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222 South Elm Street  
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TX Firm # 10194177

**LEGEND**

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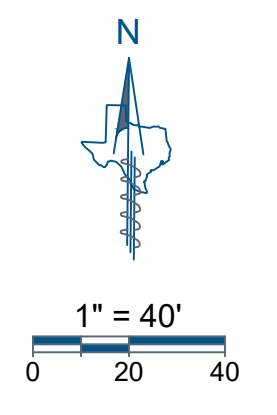
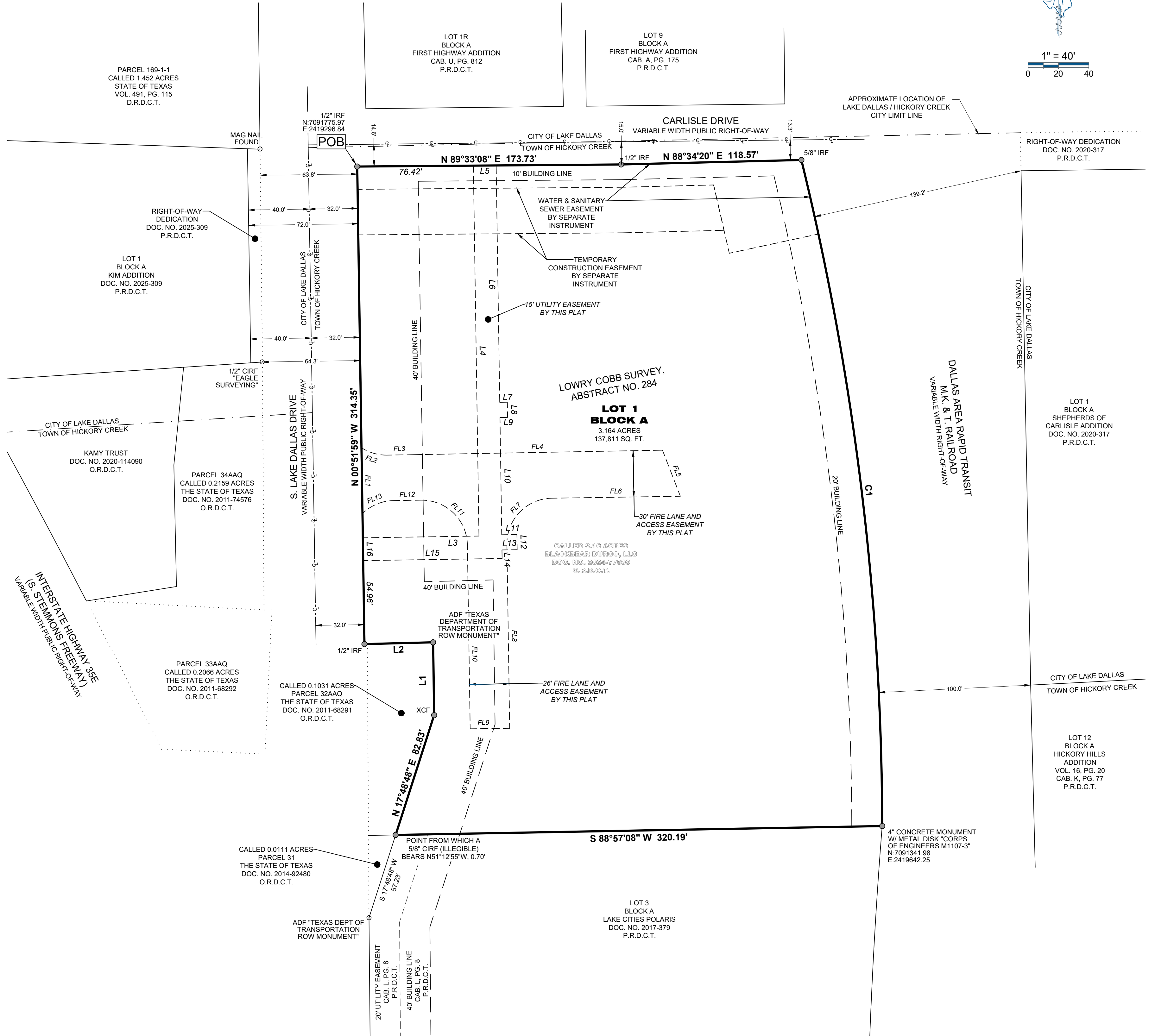
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**BEGINNING** at a 1/2 inch iron rod found at the intersection of the east right-of-way line of S. Lake Dallas Drive and the south right-of-way line of Carlisle Drive, being the northwest corner of said 3.16 acre tract;

**THENCE**, along the south right-of-way line of Carlisle Drive and the common north line of said 3.16 acre tract, the following two (2) courses and distances:

- N89°33'08"E, a distance of 173.73 feet to a 1/2 inch iron rod found;
- N88°34'20"E, a distance of 118.57 feet to a 5/8 inch iron rod found at the intersection of the south right-of-way line of Carlisle Drive and the west M.K. & T. Railroad right-of-way line, being the northeast corner of said 3.16 acre tract;

**THENCE**, along the west M.K. & T. Railroad right-of-way line and the common east line of said 3.16 acre tract, along a non-tangent curve to the right, having a radius of 1,860.08 feet, a chord bearing of S06°54'48"E, a chord length of 441.60 feet, a delta angle of 13°38'05", an arc length of 442.65 feet to a 4 inch square concrete monument with metal disk stamped "CORPS OF ENGINEERS M1107-3" found at the northeast corner of Lot 3, Block A, of Lake Cities Polaris, a subdivision of record in Document Number 2017-179 of the Plat Records of Denton County, Texas, being the southeast corner of said 3.16 acre tract;

**THENCE**, S88°57'08"W, along the north line of said Lot 3 and the common south line of said 3.16 acre tract, a distance of 320.19 feet to a point in the east right-of-way line of S. Lake Dallas Drive, being the northwest corner of said Lot 3, also being the northeast corner of a called Parcel 31 conveyed to The State of Texas by deed of record in Document Number 2014-92480 of said Official Records, also being the southeast corner of a called Parcel 32AAQ conveyed to The State of Texas by deed of record in Document Number 2011-68291 of said Official Records, and being the southwest corner of said 3.16 acre tract, from which a 5/8 inch iron rod with illegible red plastic cap found bears N51°12'55"W, a distance of 0.70 feet;

**THENCE**, along the east right-of-way line of S. Lake Dallas Drive and the common west line of said 3.16 acre tract, the following four (4) courses and distances:

- N17°48'48"E, a distance of 82.83 feet to an "X" cut found;
- N00°46'49"W, a distance of 47.95 feet to a 5/8 inch iron rod with aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT" found;
- S88°29'58"W, a distance of 45.22 feet to a 1/2 inch iron rod found;
- N00°51'59"W, a distance of 314.35 feet to the **POINT OF BEGINNING**, and containing an area of 3.164 acres (137,811 square feet) of land.

**OWNER'S DEDICATION**

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:**

That, **BLACKBEAR DURCO, LLC**, does hereby adopt this plat designating the hereinabove described property as **104 CARLISLE - HICKORY CREEK ADDITION**, an addition to the Town of Hickory Creek, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and easements shown thereon. The streets are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the Town of Hickory Creek. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Hickory Creek's use thereof. The Town of Hickory Creek and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Hickory Creek and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Hickory Creek, Texas

WITNESS, my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER: **BLACKBEAR DURCO, LLC**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
PAUL BOSCO, JR

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, 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 purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

STATE OF TEXAS §  
COUNTY OF DENTON §

THAT I, **CALEB MCCANLIES**, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Development Ordinance of the Town of Hickory Creek, Texas.

**PRELIMINARY**  
this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Caleb McCanlies, R.P.L.S. # 7036 \_\_\_\_\_ Date \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF DENTON §

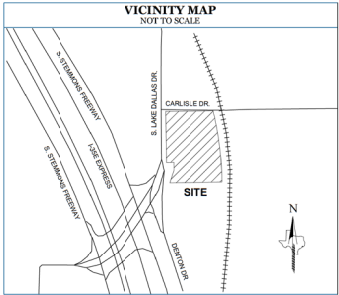
Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **CALEB MCCANLIES**, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas \_\_\_\_\_

FINAL PLAT  
**104 CARLISLE - HICKORY CREEK ADDITION**  
LOT 1, BLOCK A

BEING 3.164 ACRES OF LAND SITUATED IN THE  
LOWRY COBB SURVEY, ABSTRACT NO. 284  
TOWN OF HICKORY CREEK,  
DENTON COUNTY, TEXAS



- GENERAL NOTES**
- The purpose of this plat is to create one (1) lot of record from an unplatted tract of land and to dedicate easements.
  - This property is located in Non-shaded Zone "X" as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 481150 as shown on Map Number 48121 C0535G.
  - The bearings and grid coordinates shown on this plat are based on GPS observations utilizing the AirTran RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
  - 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.
  - Interior property corners, if present, are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.

**TOWN APPROVAL BLOCK**

Recommended for Approval \_\_\_\_\_ Date \_\_\_\_\_

Chairman, Planning & Zoning Commission  
Town of Hickory Creek, Texas

Approved For Preparation of Final Plat \_\_\_\_\_ Date \_\_\_\_\_

Mayor  
Town of Hickory Creek, Texas

**TOWN APPROVAL BLOCK**

The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the 164 CARLISLE - HICKORY CREEK ADDITION to the Town of Hickory Creek was submitted to the town council on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, 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 herein upon said plat, and said council further authorized the Mayor to execute the acceptance thereof by signing his name as hereinafter subscribed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

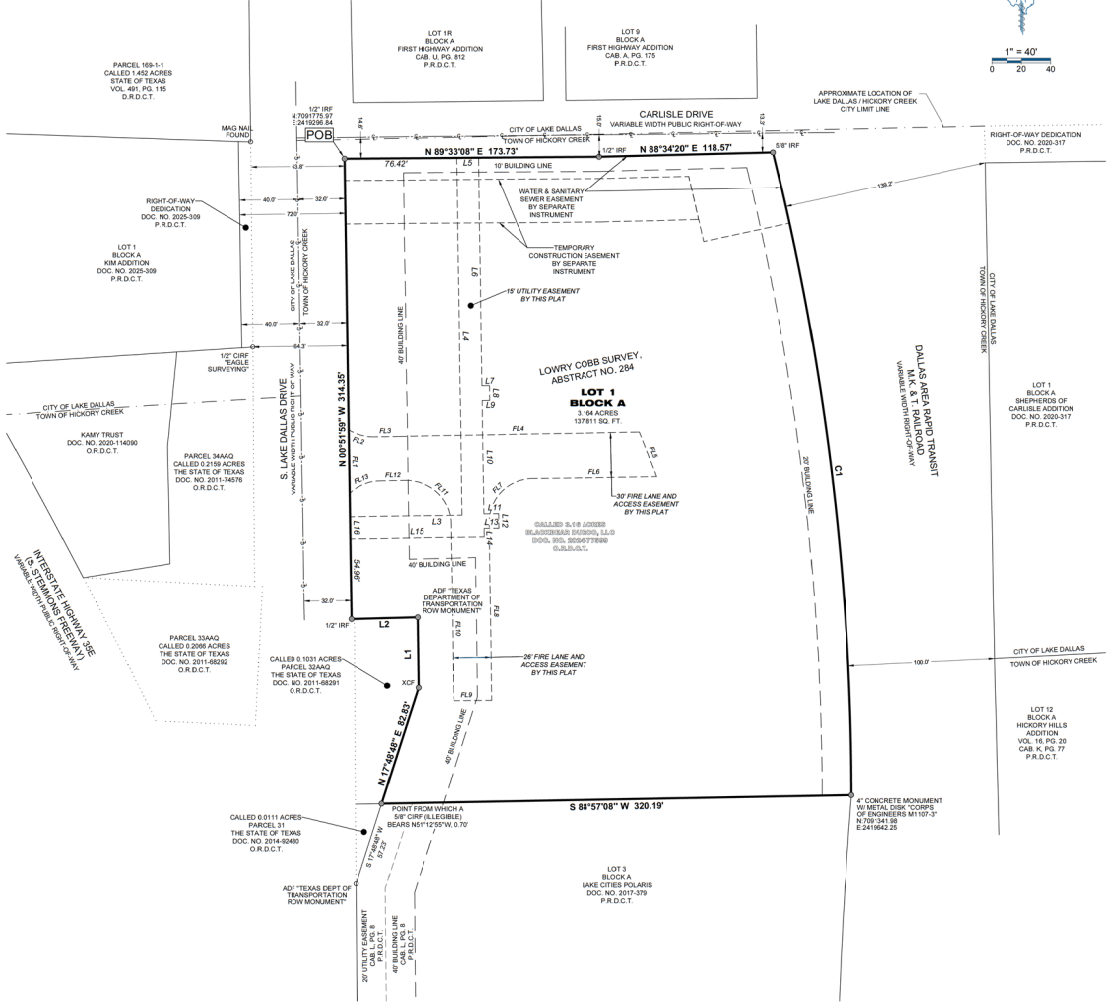
Town Secretary, Town of Hickory Creek, Texas

**SURVEYOR**  
Eagle Surveying, LLC  
Contact: Michael Feschak  
222 S. Elm Street, Suite: 200  
Denton, TX 76201  
(940) 222-3009

**OWNER/DEVELOPER**  
Blackbear Durco, LLC  
Contact: Paul Bosco Jr  
4500 Mabogary Lane  
Copper Canyon, TX 75077  
(972) 441-7206

**ENGINEER**  
EJ Environmental  
Contact: Kevin Ware  
560 Moseley Road  
Cross Roads, TX 76227  
(940) 387-0805

**Eagle Surveying, LLC**  
222 South Elm Street  
Suite: 200  
Denton, TX 76201  
940.222.3009  
www.eaglesurveying.com  
TX Firm # 10194177



**LEGEND**

- IRF = IRON ROD FOUND
- CRF = CAPPED IRON ROD FOUND
- XOF = "X" CUT FOUND
- ADF = ALUMINUM DISK FOUND
- POB = POINT OF BEGINNING
- SO IT = SQUARE FEET
- DOC. NO. = DOCUMENT NUMBER
- PR.D.C.T. = PLAT RECORDS
- L14 = DENOTON COUNTY, TEXAS
- O.R.D.C.T. = OFFICIAL RECORDS, DENOTON COUNTY, TEXAS
- = SUBJECT PLAT BOUNDARY
- - - = ADJACENT PROPERTY LINE

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 00°46'49" W	47.95
L2	S 88°29'58" E	45.22
L3	N 89°08'01" E	76.42
L4	N 00°51'59" W	243.83
L6	N 89°33'05" E	15.07
L8	S 00°51'59" E	10.07
L9	S 89°08'01" W	5.07
L10	S 00°51'59" E	77.17
L11	N 89°08'01" E	10.07
L12	S 00°51'59" E	10.07
L13	S 89°08'01" W	10.07
L14	S 00°51'59" E	5.63
L15	S 89°08'01" W	91.42
L16	N 00°51'59" W	15.07

**LINE TABLE**

LINE	BEARING	DISTANCE
FL1	N 00°53'38" W	43.34
FL3	N 89°08'12" E	17.22
FL4	N 88°57'34" E	164.50
FL5	S 21°13'39" E	32.53
FL6	S 89°08'11" W	84.07
FL8	S 00°51'53" E	121.45
FL9	S 89°14'29" W	26.00
FL10	N 00°52'40" W	120.92
FL12	S 89°08'11" W	18.98

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
FL2	30.65'	17.31'	32°28'17"	S 73°27'39" E	17.08'
FL7	30.00'	46.67'	89°09'01"	S 44°34'00" W	42.10'
FL11	30.00'	7.75'	90°03'31"	N 45°50'15" W	42.40'
FL13	30.00'	22.78'	43°28'30"	S 67°23'46" W	22.22'

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1860.08'	442.65'	013°38'05"	S 06°54'48" E	441.60'



**OWNER'S CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS, BLACKBEAR DURCO, LLC is the owner of a 3.164 acre tract of land out of L.L. Cobb Survey, Tract No. 284, situated in the Town of Hickory Creek, Denton County, Texas, being a portion of a called 3.16 acre tract of land conveyed to said Blackbear Durco, LLC by deed of record in Document Number 2001-233756 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found at the intersection of the east right-of-way line of S. Lake Dallas Drive and the south right-of-way line of Carlisle Drive, being the northwest corner of said 3.16 acre tract;

**THENCE**, along the south right-of-way line of Carlisle Drive and the common north line of said 3.16 acre tract, the following two (2) courses and distances:

- N89°33'08"E, a distance of 173.73 feet to a 1/2 inch iron rod found;
- N88°34'20"E, a distance of 118.57 feet to a 5/8 inch iron rod found at the intersection of the south right-of-way line of Carlisle Drive and the west M.K. & T. Railroad right-of-way line, being the northeast corner of said 3.16 acre tract.

**THENCE**, along the west M.K. & T. Railroad right-of-way line and the common east line of said 3.16 acre tract, along a non-tangent curve to the right, having a radius of 1,860.08 feet, a chord bearing of S06°54'48"E, a chord length of 441.60 feet, a delta angle of 13°38'05", an arc length of 442.65 feet to a 4 inch square concrete monument with metal disk stamped "CORPUS OF ENGINEERS M1107-3" found at the northeast corner of Lot 3, Block A, of the Lake Dallas Addition, a subdivision of record in Document Number 2011-1716 of the Plat Record of Denton County, Texas, being the southeast corner of said 3.16 acre tract.

**THENCE**, S88°57'06"W, along the north line of said Lot 3 and the common south line of said 3.16 acre tract, a distance of 520.19 feet to a point in the east right-of-way line of S. Lake Dallas Drive, being the northwest corner of said Lot 3, also being the northeast corner of a called Parcel 31 covered by The State of Texas by deed of record in Document Number 2014-82480 of said Official Records, also being the southeast corner of a called Parcel 32A40 covered by The State of Texas by deed of record in Document Number 2011-62891 of said Official Records, and being the southwest corner of said 3.16 acre tract, from which a 5/8 inch iron rod with illegible red plastic cap found bears 451°12'55"W, a distance of 0.70 feet;

**THENCE**, along the east right-of-way line of S. Lake Dallas Drive and the common west line of said 3.16 acre tract, the following four (4) courses and distances:

- N17°48'48"E, a distance of 82.83 feet to an "X" out found;
- N00°48'49"W, a distance of 47.95 feet to a 5/8 inch iron rod with aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT" found;
- S88°29'58"W, a distance of 45.22 feet to the POINT OF BEGINNING;
- N00°51'59"W, a distance of 314.35 feet to the POINT OF BEGINNING, and containing an area of 3.164 acres (137,811 square feet) of land.

**OWNER'S DEDICATION**

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, BLACKBEAR DURCO, LLC, do hereby adopt this plat designating the heretofore described property as 164 CARLISLE - HICKORY CREEK ADDITION, an addition to the Town of Hickory Creek, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and easements shown thereon. The streets are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the Town of Hickory Creek. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public and Town of Hickory Creek's use thereof. The Town of Hickory Creek and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Hickory Creek and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, painting, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all planning ordinances, rules, regulations and resolutions of the Town of Hickory Creek, Texas

WITNESS, my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER: BLACKBEAR DURCO, LLC

**CERTIFICATE OF SURVEYOR**

STATE OF TEXAS §  
COUNTY OF DENTON §

Believe me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_ 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 purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

**PRELIMINARY**

This document shall not be recorded for any purpose and shall not be used of view or need upon as a final survey document.

Clare McCanniles, R.P.L.S. # 7036 Date \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF DENTON §

Believe me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared CLARE MCCANNILES, Registered Professional Land Surveyor, 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 purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

**FINAL PLAT**  
**104 CARLISLE - HICKORY CREEK ADDITION**  
**LOT 1, BLOCK A**

BEING 3.164 ACRES OF LAND SITUATED IN THE LOWRY COBB SURVEY, ABSTRACT NO. 284 TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

**PROPOSAL FOR PROFESSIONAL SERVICES  
1930 Turbeville Road Town Property Project**

**Hickory Creek, Texas**

**April 29, 2026**

**I. PROJECT UNDERSTANDING**

Dunaway Associates, L.L.C. ("**Dunaway**") will perform professional consulting services for the Town of Hickory Creek ("**Town**") to develop improvements at the Town Property located at 1930 Turbeville Road in Hickory Creek, Texas. Dunaway will perform a site opportunities evaluation, facilitate community input, and prepare a master development plan with budget projections, and recommend a program for implementation of property improvements.

Dunaway's scope of services includes professional landscape architectural and architectural services. Dunaway understands that the Town has established a project budget of \$700,000 and that a substantial portion of that budget will be directed toward implementation of an initial phase of improvements. The Dunaway team will use this budget as a guide in developing site concepts, architectural improvements, and the overall master plan.

Several initial program items have been provided by Town staff and leaders. They include but are not limited to the summary outline as follows and will serve as a starting point for programming discussions early in the planning process.

Initial Program Items:

- Renovated Recreation Center
- Special Event Spaces
- Central Corral Event Spaces
- Food Truck Amenities
- Outdoor Gathering Spaces
- Equestrian Activities
- Pond Access & Fishing
- Trail Connection to Townwide Network
- Parking
- Other

## **II. SCOPE OF SERVICES**

### **A. ANALYSIS & PROGRAMMING**

1. The Town will provide Dunaway all available information for the current on-site and off-site conditions including, but not limited to the following: GIS files; as-built CAD files, aerial photographs; topographic surveys; easements; boundary surveys; property lines; building locations and layouts; roadways and town property; utility locations; trees and vegetation; hydrology and drainage information; and any existing town property improvements.
2. Based upon the information provided by the Town, Dunaway will prepare an existing conditions base map for use in the planning process. The base map will be comprised of existing features as received from the Town and will serve as the foundation graphic for the Master Development Plan.
3. Dunaway team members, including the architect, will attend one (1) kick-off meeting with Town representatives to introduce team, confirm the project schedule, review the initial program items, and establish the architectural evaluation goals for the existing buildings.
4. While in town for item A.3, the Dunaway will perform one (1) detailed site review with Town representatives, to observe existing interior and exterior conditions, evaluate opportunities and constraints for site development, and assess building renovation needs.

The architect will evaluate existing structures with an emphasis on analyzing the main stable building, anticipating that this be the focus for the initial phase of improvements for the Town. This assessment will include a code compliance study of the main building to identify applicable requirements. A preliminary budget will then be developed to estimate the costs necessary to bring the main stable building into minimum code compliance.

5. Environmental specialists from Dunaway will conduct a field assessment of the proposed site to assess potential aquatic resources. Field staff will use a Global Positioning System (GPS) to map aquatic resources, including wetlands; data collected in the field will be downloaded and prepared for inclusion in Master Planning efforts.

6. Dunaway will conduct one (1) site review with Town representatives to visually evaluate the existing character of the site and adjacent development. The site review will be documented photographically for use in planning studies and work sessions with Town staff. Dunaway will prepare a key map diagram noting the primary opportunities and constraints of the existing site and surrounding areas. This will address possible development zones, and an initial list of program items to present to the public for feedback and input.
7. Dunaway team members, including the architect, will attend one (1) virtual meeting with Town Staff to review the analysis phase findings, discuss building renovation observations, and confirm the potential development areas and initial program for the property.
8. Based on input received from the Town, Dunaway will prepare a 5 to 7 minute long recorded presentation with a brief online survey to obtain citizen input. This presentation will be provided to the Town to post on their website. (NOTE: The Town will be responsible for advertising the public input process). At the conclusion of the survey period, Dunaway will compile and summarize the survey responses for the Town's review.

**Task A Deliverables:**

- Kick-off Meeting Notes in PDF Format
- Recorded Presentation in MP4 format
- Survey Results in PDF format

**B. CONCEPTUAL DEVELOPMENT**

1. Based upon programming input received from the survey results and as approved by the Town, Dunaway will prepare up to two (2) black & white concept diagram alternatives for review with Town staff. For each alternative, the architect will prepare supporting architectural concepts for the building improvements, including plan and elevation sketches.
2. Dunaway team members, including the architect, will attend (1) virtual meeting with the Town staff to review the concept plan alternatives. If requested, Dunaway will prepare and assist staff in a presentation for Town Council to discuss overall conceptual development.

3. Based on input received in B.2, Dunaway will prepare one (1) Consensus Concept Plan, and the architect will assist with refinement of the selected architectural direction of the main stable building. As part of this step, the architect will provide a rough order of magnitude cost for the complete finish-out of the main stable building, second small stable building, and barn.
4. Dunaway team members, including the architect, will attend one (1) virtual meeting with Town staff to review the Consensus Concept Plan for the property.
5. Dunaway will attend one (1) Town Council Meeting to present the Consensus Concept for review and approval.
6. Based upon Town Council feedback, Dunaway will prepare a 5 to 7 minute long recorded presentation with a brief online survey to obtain citizen input. This presentation will be provided to the Town to post on their website. (NOTE: The Town will be responsible for advertising the public input process). At the conclusion of the survey period, Dunaway will compile and summarize the survey responses for the Town's review.

**Task B Deliverables:**

- Concept Plan Alternatives in PDF format
- Consensus Concept Plan in PDF format
- Town Council PowerPoint Presentation in PDF format
- Recorded Presentation in MP4 format
- Survey Results in PDF format

**C. PRELIMINARY MASTER DEVELOPMENT PLAN**

1. Based upon input obtained during the Conceptual Development phase, Dunaway will prepare a Preliminary Master Development Plan exhibit in large color format. The architect will prepare illustrative sketches for the selected architectural program elements to be incorporated into the Preliminary Master Development Plan exhibit.
2. Dunaway will prepare Preliminary Budget Projections for program elements depicted within the Preliminary Master Development Plan, this will include architectural program elements included in the plan.

3. Dunaway team members, including the architect, will attend one (1) virtual meeting with the Town Staff to review the Preliminary Master Development Plan and Preliminary Budget Projections.
4. Dunaway will attend one (1) Town Council Meeting to present the Preliminary Master Development Plan and Preliminary Budget Projections.

**Task C Deliverables:**

- Preliminary Master Development Plan in PDF format
- Preliminary Budget Projections
- Town Council PowerPoint Presentation in PDF format

**D. FINAL MASTER DEVELOPMENT PLAN**

1. Based on input received during the Preliminary Master Development Plan phase, Dunaway will prepare a Final Master Development Plan and one (1) 3D perspective illustration depicting property improvements.
2. Dunaway will prepare Final Budget Projections for program elements depicted within the Final Master Development Plan.
3. Dunaway will prepare a 5 to 7 minute long recorded presentation to present the Final Master Development Plan and illustratives. This presentation will be provided to the Town to Post on their website for public information.
4. If needed, Dunaway will assist Town staff with one (1) final presentation of the Master Development Plan and Budget Projections to Town Council.

**Task D Deliverables:**

- Final Master Development Plan in PDF format
- (1) 3D Perspective Illustration in PDF Format
- Final Budget Projections
- Recorded Presentation in MP4 format

### **III. ASSUMPTIONS**

In preparing this proposal, Dunaway has made the following assumptions:

- A. The Town will provide, as expeditiously as possible, all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Should Dunaway need any additional survey information, the Town will provide this information to Dunaway. All information provided by the Town is assumed by Dunaway to be accurate and complete, unless indicated otherwise by the Town. Any information required to complete this Scope of Services that cannot be readily provided by the Town will remain the responsibility of the Town. All such information shall be provided to Dunaway and any costs associated with acquisition of information will be borne by the Town.
- B. This Scope of Services does not include detailed design services including Schematic Design, Preliminary Design, Design Development, Construction Documentation, Bid Phase Assistance, or Construction Phase Services.
- C. This Scope of Services does not include water permitting related to the following agencies: U.S. Army Corps of Engineers 404 Permitting; Federal Emergency Management Agency (FEMA) map revision preparation and processing; Texas Commission on Environmental Quality (TCEQ) permits or applications.
- D. This Scope of Services does not include permitting assistance with the United States Army Corps of Engineers (USACE). Permit preparation is not typically required during the master plan phase of a project. If any coordination or permitting assistance with the USACE is required as part of this work, Dunaway can provide it as an additional service.
- E. Any services for environmental engineering such as an Environmental Assessment (E.A.) or Environmental Impact Statement (E.I.S.) are not included in this Scope of Services and would be considered additional services.
- F. This Scope of Services does not include any services for geotechnical engineering evaluations of soils testing. The Town will contract separately for geotechnical services as required for the project.
- G. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.
- H. This Scope of Services does not include any Topographic Survey Boundary Survey or Platting Services.

- I. This Scope of Services does not include design or production of any marketing materials to be utilized by the Town for such items as press releases, web postings, brochures, flyers, posters, 3D animations, videos, etc.
- J. The Town will pay for all required governmental processing fees, public notice advertising costs, and printing of bid documents/plans for bidding and construction.
- K. Any opinions of probable construction costs provided by Dunaway will be on a basis of experience and judgment. Dunaway has no control over market conditions or bidding procedures and cannot warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.

**III. COMPENSATION**

Dunaway Associates, L.L.C. proposes to provide the above-described scope of work for a Lump Sum fee of \$98,545 (Ninety-eight thousand five hundred forty-five and 00/100 Dollars) as follows:

**DESIGN SERVICES**

A. Analysis & Programming.....	\$ 27,690
B. Conceptual Development .....	\$ 31,670
C. Preliminary Master Development Plan .....	\$ 23,330
D. Final Master Development Plan .....	\$ 15,855
<b>TOTAL LUMP SUM FEE*</b> .....	<b>\$ 98,545</b>

\* Customary in-house expenses incurred by Dunaway related to performing this Scope of Services are included in the lump sum fee listed above (e.g., in-house copies, mileage, tolls, computer plotting, photography, meals, etc.). Special request expenses for out-of-house services are not included in the lump sum fee listed above and will be billed as a reimbursable expense. These may include, but are not limited to: couriers/deliveries, repro services, multiple print copies, binding, dry mounting, etc.



Proposal for Professional Services  
1930 Turbeville Road Town Property, Hickory Creek, Texas  
Page 9

If this proposal meets with your approval, please sign below and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this project and look forward to its success.

Respectfully submitted,

**DUNAWAY ASSOCIATES, LLC**  
**a Texas limited liability company**

**Agreed & Accepted**  
**TOWN OF HICKORY CREEK**

\_\_\_\_\_  
Elizabeth McIlrath, PLA, ASLA  
Sr Vice President - PLA | Principal

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ashley Lewis, PLA, ASLA  
Project Manager | Associate

Attachment(s): Standard Terms & Conditions

AAL/niz

1930 Turbeville Road Town Property - Master Plan Proposal



# STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein, dated as of April 29, 2026 (the "Effective Date"), is made and entered into by and between Dunaway Associates, LLC and Client.

I. **Basis of Compensation.** Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, LLC's Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

**2026 STANDARD HOURLY BILL RATE SCHEDULE**

STAFF TYPE	HOURLY BILL RATE		
Intern	\$80.00	-	\$90.00
Field Services	\$80.00	-	\$235.00
Technician	\$95.00	-	\$160.00
Administrative	\$110.00	-	\$155.00
Planner	\$120.00	-	\$235.00
GIS	\$120.00	-	\$200.00
Designer	\$125.00	-	\$195.00
Licensed Professional	\$135.00	-	\$305.00
Graduate Engineer	\$145.00	-	\$175.00
Right of Way Agent	\$170.00	-	\$190.00
Project Manager	\$175.00	-	\$260.00
Director	\$215.00	-	\$345.00
Subject Matter Expert	\$275.00	-	\$500.00
Vice President	\$335.00	-	\$495.00

II. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, LLC and Dunaway Associates, LLC's officers, directors, partners, employees, agents and Dunaway Associates, LLC's Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including **but not limited to the negligence, professional errors or omissions**, strict liability or breach of contract, or warranty express or implied, or any legal theory of recovery of Dunaway Associates, LLC or Dunaway Associates, LLC's officers, directors, partners, employees, agents or Dunaway Associates, LLC's Subconsultants or any of them, shall not exceed fifty percent (50%) of the total compensation received by Dunaway Associates, LLC under this Agreement.

III. **Standard of Care.** Dunaway Associates, LLC shall perform the Services for which Dunaway Associates, LLC is expressly hired under the Task Order with the professional skill and care ordinarily provided by competent professional services practicing in the same or similar locality and under the same or similar circumstances and professional license. Dunaway Associates, LLC shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Dunaway Associates, LLC makes no warranty, express or implied, as to its professional services rendered under this agreement.

IV. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential, indirect, special, punitive, or similar damages, whether arising in contract, warranty, tort (including negligence), strict liability, or if incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, LLC, their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use, profit, business, reputation, or financing.

V. **Dunaway as Subconsultant Under Prime Contract.** In the event, Dunaway Associates, LLC is serving as a subconsultant to Client, and the Client is contracted under a "Prime Contract" to another third party or contemplates being contracted through a Prime Contract to a third party; Dunaway Associates, LLC must have ability to review and request edits if applicable to the Prime Contract in advance of the execution of the Prime Contract. Client agrees to coordinate with Dunaway Associates, LLC regarding proposed revisions to the Prime Contract and to endeavor to obtain all reasonable revisions necessary to the Prime Contract. In the event, Client executes or otherwise agrees to the terms incorporated in a Prime Contract prior to Dunaway Associates, LLC review of Prime Contract, Dunaway Associates, LLC nevertheless reserves the right to propose revisions to Prime Contract acceptable to Dunaway Associates, LLC and third party. In the event Client is not willing to allow Dunaway to propose revisions to Prime Agreement, then Client will contract with Dunaway Associates, LLC, under a separate Subconsultant Agreement. Under no circumstances shall Dunaway Associates, LLC be bound by a Prime Contract negotiated by Client that Dunaway Associates, LLC finds objectionable, and Dunaway Associates, LLC shall have the right to terminate this agreement with full compensation for the percent complete of the instruments of service performed at the notice of termination.

VI. **No Duties to Third Parties.** The services to be performed by Dunaway Associates, LLC under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, LLC toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

VII. **Claims Limited to Insurance Coverage.** The Client and Dunaway Associates, LLC waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance, subject to the limitation of liability herein. The Client and Dunaway Associates, LLC each shall require similar waivers from their contractors, subconsultants, and agents.

VIII. **General Contractor Duties and Responsibilities.** Neither the professional activities of Dunaway Associates, LLC, nor the presence of Dunaway Associates, LLC or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, LLC and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, will indemnify, defend and hold harmless, Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants from all third claims arising from or resulting from the General Contractor's performance, duties, and responsibilities

in the Project and Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants **shall be made additional insureds** under the General Contractor's general liability insurance policy.

## IX. Cancellation.

- A. It is understood that this Agreement may be cancelled by either party giving 30 days written notice to the other party.
- B. The Client may cancel this Agreement if Dunaway Associates, LLC breaches or defaults on its obligation under this Agreement, provided the Client has given written notice detailing the breach and Dunaway Associates, LLC has failed to cure, commence to cure, or provide a plan to cure such breach or default within 30 days of receipt by Dunaway Associates, LLC of the initial written notice from the Client.
- C. Payment to Dunaway Associates, LLC in the event of cancellation under this Section shall include payment for all Services rendered and performed up to date of the notice of cancellation plus reasonable costs actually incurred by Dunaway Associates, LLC, including but not limited to reasonable cost(s) to break contractual obligations with subconsultants entered prior to Dunaway Associates, LLC's receipt of the notice of cancellation. Client's payment shall be due based on the method of computation in Section I.

## X. Payment.

- A. Client recognizes that prompt payment of Dunaway Associates, LLC's invoices is an essential aspect of the overall consideration Dunaway Associates, LLC requires for providing service to Client. Client agrees to pay all charges not in good faith dispute within 30 days of date of invoice.
- B. If payment is not received within 90 days from the invoice date, the Client may incur interest on the overdue amount at a rate of 18% annually (1.5% per month), or the maximum rate allowed by law, whichever is lower. Also, Dunaway Associates, LLC shall be entitled to contact the project owner to request and discuss payment on the overdue amount.
- C. If payment is not received within 120 days from the invoice date, a demand letter and a stop work notice may be issued.
- D. Upon execution of the Agreement, Dunaway Associates, LLC shall provide Client with written payment instructions and all necessary forms required by Client to effectuate payments to Dunaway Associates, LLC (the "Payment Information"). Dunaway Associates, LLC shall submit the initial Payment Information to Client by phone, email, certified mail or hand delivery only. If Client receives a request to change such Payment Information, Client agrees that it will not modify or make a change to this Payment Information without oral confirmation and written or verbal confirmation, from Dunaway Associates, LLC's Controller. Client shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Client makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Dunaway Associates, LLC as required under the terms of this Agreement.

- XI. **Cessation of Services.** If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, LLC's invoices within 120 days of invoice date, Dunaway Associates, LLC has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, LLC for cessation of services, **and shall hold harmless, defend and indemnify Dunaway Associates, LLC** from and against any claims for damages, injury or loss stemming from Dunaway Associates, LLC's cessation of service. Client shall also pay Dunaway Associates, LLC for all Services performed up to the date of cessation of services, plus

reasonable costs actually incurred by Dunaway Associates, LLC, including but not limited to reasonable cost(s) to break contractual obligations with subconsultants and the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

## XII. Suspension of Services and Additional Services.

- A. In the event that any professional services contract is paused for more than six months after execution, Dunaway reserves the right to assess a remobilization fee of up to five percent of the total contract fee. Additionally, Dunaway has the right to update the contract's billing rates to the current billing rate schedule for any contract executed nine months after the original proposal date. If the scope of services requires additional services due to the pause or new information impacting the project during the pause and it is not attributable to Dunaway, the Client acknowledges that additional services may be applicable, resulting in additional fees charged by Dunaway.
- B. In the event that the Client requests in writing that Dunaway Associates, LLC provide services in addition to the Services authorized under this Agreement and proposal, Dunaway Associates, LLC shall, subject to acceptance by Dunaway Associates, LLC, provide such additional services as may be authorized in writing by the Client. Dunaway Associates, LLC shall be compensated by the Client for the additional services in accordance with the rates in Section I hereto; provided that Dunaway Associates, LLC shall have the right to modify its rates on an annual basis by providing written notice of the rate changes to the Client, and Section I shall be modified to reflect the new rates for any additional services.
- C. Dunaway Associates, LLC shall be reasonably compensated, in accordance with the rates in Section I, for additional services resulting from substantive changes to the design documents not reflective of precedent design approvals, Client-directed substantive modifications to the construction budget or schedule, or from the actions of other third parties beyond the direct control of Dunaway Associates, LLC.

## XIII. Dispute Resolution.

- A. In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, LLC within 10 days of receipt of the bill in question, and Client and Dunaway Associates, LLC shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, LLC's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section XII.
- B. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Dunaway Associates, LLC agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation as the first method for resolution, unless the parties mutually agree otherwise. The Client and Dunaway Associates, LLC further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

- C. Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth herein, shall be decided by litigation in Court of competent jurisdiction in a venue where the project is located. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE WORK, SERVICES, OR THE PROJECT, AND THE PARTIES HEREBY AGREE TO A BENCH TRIAL.

**XIV. Surveying Regulations.** Land Surveying in the State of Texas is regulated by the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, telephone number (512) 440-7723. Dunaway Associates, LLC Survey Firm Registration #10098100

**XV. Reimbursable Expenses.** Other charges which may apply to the Client's project include:

- A. Expenses included in 2% Project Administration and Expenses Fee: local mileage, town propertying, tolls, internal printing, aerials, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.
- B. All direct non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.
- C. For services not offered as a part of Dunaway Associates, LLC's normal services, the Client may, at their option, contract directly with the third party for such services or through Dunaway Associates, LLC. If such contracts are made through Dunaway Associates, LLC, a service charge of 10% will be added to the gross amount of such contracts.

Dunaway reserves the right to amend this fee policy at any time.

**XVI. Certifications, Guarantees and Warranties.** Dunaway Associates, LLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, LLC cannot ascertain.

**XVII. Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by Dunaway Associates, LLC as a generally accepted business practice, shall not be considered an assignment for the purposes of this Agreement.

**XVIII. Lenders' Requirements.** Dunaway Associates LLC shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of Dunaway Associates LLC, increase Dunaway Associates, LLC contractual or legal obligations or risks, create a fiduciary obligation or an uninsurable risk, or adversely affect the availability or cost of its professional or general liability insurance or otherwise materially change the terms of this Agreement. Dunaway Associates LLC does recognize that Lender Requirements are often a normal course of business for the Owner and Dunaway Associates LLC, will work diligently with the Owner and Lender to reach mutually acceptable language. The Owner is cautioned that the appropriate time to reach mutually acceptable language should be anticipated, and any Lender Requirements should be presented in advance to Dunaway Associates LLC, to resolve prior to deadlines related to this matter.

**XIX. Betterment.** If, due to Dunaway Associates LLC's negligence, a required item or component of the Project is omitted from Dunaway

Associates LLC's construction documents, Dunaway Associates LLC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Dunaway Associates LLC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

## XX. Miscellaneous.

### A. Intellectual Property.

- a. "Background IP" means the property and the legal right therein of either of both Parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, proprietary information, confidential information, data, technical data, software, specifications, plans, drawings, designs, models, prints, art, ideas, concepts, methods, methodology, and other materials, work and any information embodying proprietary data such as technical data and computer software. Both Parties agree to provide the Background IP necessary to complete the objectives of the Project. Both Parties shall retain all rights to their respective Background IP provided for this purpose. Neither party shall assume any rights in the other's party's Background IP provided for this project other than the right to use said Background IP to achieve the objectives of this Project.
- b. The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) ("Work Product") prepared by Dunaway Associates, LLC for this project shall remain the property of Dunaway Associates, LLC and Dunaway Associates, LLC shall retain all common law, statutory and other reserved rights, including the copyright, where applicable. Dunaway Associates, LLC's Work Product is (i) not intended or represented to be suitable for use on the Project unless completed and signed by Dunaway Associates, LLC, (ii) not intended for use or reuse by Client or others for additions or alterations to the Project or any other project without prior written authorization (including completion, verification and adaption) by Dunaway Associates, LLC, (iii) not intended for any such use, reuse or modification without Dunaway Associates, LLC's involvement and will be at Client's and others sole risk and without liability or legal exposure to Dunaway Associates, LLC. In addition to the foregoing, Client shall indemnify, defend, and hold harmless Dunaway Associates, LLC from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use, reuse or modification of Dunaway Associates, LLC's Work Product.

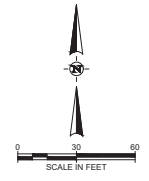
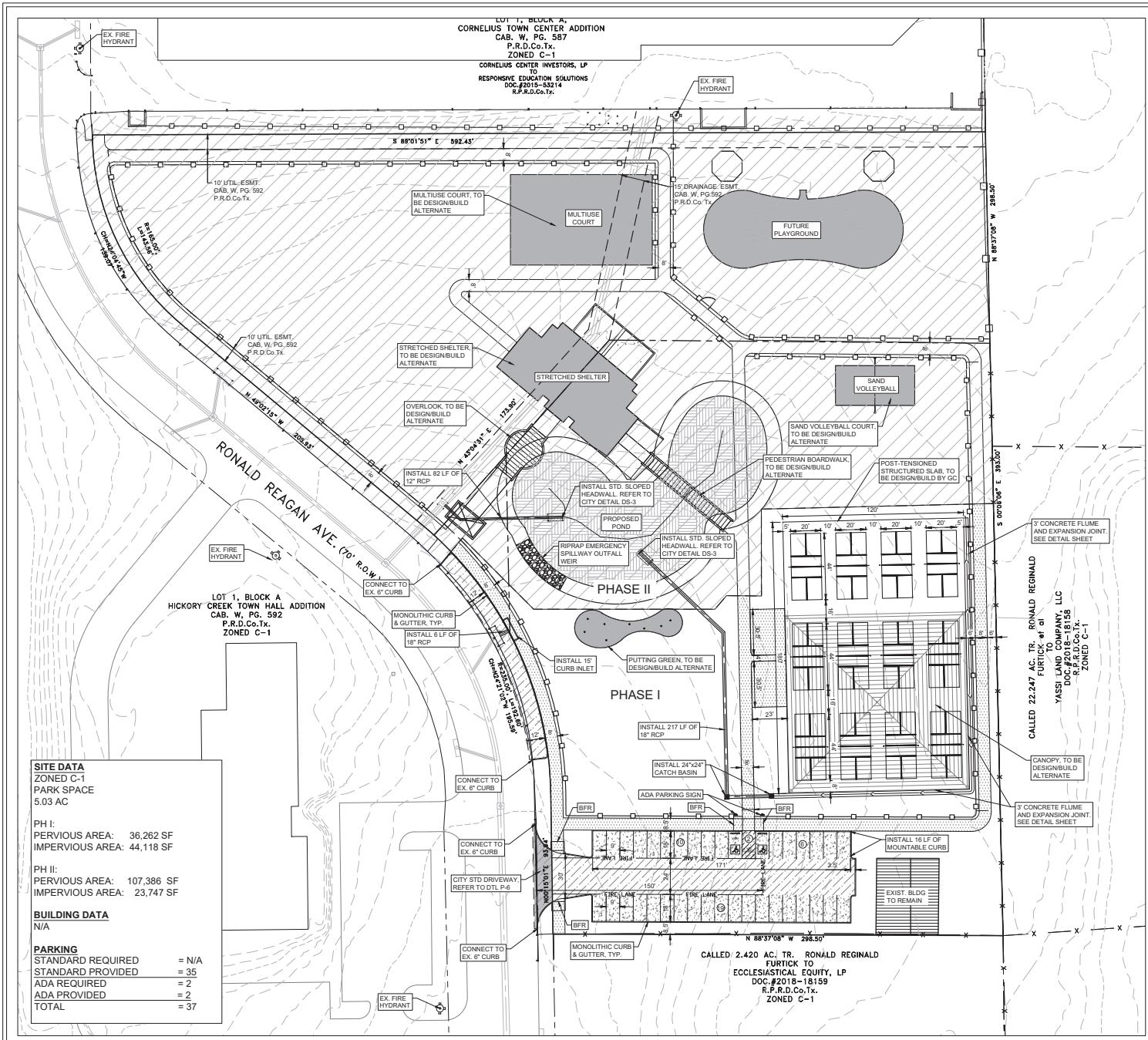
### B. Taxes.

- a. The fee for the applicable services provided under this Agreement are exclusive of any applicable taxes. The Client agrees to pay, in addition to the amounts specified for services in this Agreement, all applicable taxes, that may be imposed by any governmental authority on the services provided. Please see below for a list of the taxable services. Such taxes will be added to the invoices and paid by the Client unless the Client provides Dunaway Associates, LLC with a valid exemption certificate or other documentation acceptable to the relevant taxing authorities.
- b. Taxable Services:
- ALTA/NSPS Land Survey Title
  - As-built Survey

- iii. Boundary Survey
  - iv. Conveyance Plat
  - v. Easement Exhibits/ Metes & Bounds Description
  - vi. Easement Vacation
  - vii. FEMA Elevation Certificate
  - viii. Final Plat
  - ix. Form Board Survey
  - x. Foundation Survey
  - xi. Land Title Survey
  - xii. Re-Plat
  - xiii. Right-of-Way Staking
  - xiv. Right-of-Way Vacation
  - xv. Surveyed Site Plan
  - xvi. Utility Easement
  - xvii. Any boundary related service typically needed if property is being divided, sold, improved, or for new construction in which the document will be signed and stamped by an RPLS
- c. Non-Taxable Services:
- i. Construction Staking/Re-staking
  - ii. Easement Research
  - iii. Operations Site Plans
  - iv. Preliminary Plats
  - v. Subsurface Utility Engineering
  - vi. Topographic Survey
  - vii. Tree Survey
- C. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.
- D. Counterparts. This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.
- E. Governing Law. This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Texas.
- F. Proposal Expiration. The terms stated in the proposal are valid only if executed by both parties within 90 days of the date of the proposal.
- G. Free PubliTown. Dunaway Associates, LLC has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, LLC through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the project.
- H. Force Majeure. Dunaway Associates, LLC shall have no liability for any failure or delay in the Services or any part thereof resulting from force majeure, which shall mean all conditions beyond the reasonable control of Dunaway Associates, LLC which prevent or hinder the carrying out of its obligations hereunder, including but not limited to acts of God or the public enemy, acts of the government of the United States or the individual states, actions or inactions of review authorities, acts of any foreign country, strikes, work stoppages, cyber-attacks, stop work orders issued by governmental authorities, change in law or mandates, lock-outs, disturbances, disorders, riots, civil commotion, malicious damage, war conditions, hostilities, terrorism, blockades, embargoes, boycotts, sabotage, plagues, epidemics, pandemics, public health crisis, earthquakes, landslides, floods, fires, storms, tempests, torrents, named weather event, named storm, and/or conditions caused by the Client or Client's representatives, including suspension in whole or in part of any Project, failure of the Client to provide necessary information in a timely manner or acts of

other consultants or contractors of Client. If any of the Services or work are affected by an event resulting from force majeure, Dunaway Associates, LLC shall be entitled to an equitable adjustment in time, cost, and fee to complete the Services or work.

FILE NAME: A:\6000\6060\6060\LD\CAD\DWG\SITE\DWG\6060.dwg DATE: February 11, 2026, TIME: 3:58 PM USER: #4621



**PROPOSED LEGEND:**

- PHASE II DEVELOPMENT AREA
- 6" THICK, 3500 PSI CONCRETE PAVEMENT WITH #4 BARS @ 18" O.C.E.W. OVER 6" COMPACTED SUBGRADE
- 6" THICK, 3500 PSI CONCRETE PAVEMENT WITH #4 BARS @ 18" O.C.E.W. OVER 6" COMPACTED SUBGRADE
- 4" THICK, 3500 PSI CONCRETE PAVEMENT WITH #3 BARS @ 14" O.C.E.W. OVER 2" SAND CUSHION EMBEDMENT
- PROPOSED FENCE

**EXISTING LEGEND:**

- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- WOOD FENCE
- BARBED WIRE FENCE
- FENCE POST
- WATER METER
- VAULT
- IRRIGATION CONTROL VAULT
- FIRE HYDRANT
- POWER POLE
- LIGHT POLE
- STORM DRAIN MANHOLE
- GAS METER
- ELECTRIC METER
- CURB INLET
- STORM SEWER LINE
- 12" RCP

SITE DATA	
ZONED C-1	
PARK SPACE	5.03 AC
PH I:	
PERVIOUS AREA:	36,262 SF
IMPERVIOUS AREA:	44,118 SF
PH II:	
PERVIOUS AREA:	107,386 SF
IMPERVIOUS AREA:	23,747 SF
BUILDING DATA	
N/A	
PARKING	
STANDARD REQUIRED	= N/A
STANDARD PROVIDED	= 35
ADA REQUIRED	= 2
ADA PROVIDED	= 2
TOTAL	= 37

HICKORY CREEK - LEISURE CENTER - PH I  
 1689 TURBEVILLE RD  
 HICKORY CREEK, TX  
 1075 RONALD REAGAN DR  
 HICKORY CREEK, TX



REVISION NO.	DATE	DESCRIPTION



The seal appearing on this document was authorized by KAYLIE FLYNN, P.E. #15560 on 02-11-2025. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act. The record copy of this drawing is on file at the offices of Half Associates, Inc., 1201 N. Bower Road, Richardson, Texas 75081. TBPE FIRM #F-312.

PROJECT NO:	56598.002
ISSUED:	2/11/2026
DRAWN BY:	CAD
CHECKED BY:	BS
SCALE:	1" = 30'
SHEET TITLE:	OVERALL SITE PLAN

C1.01

## CONCESSION AGREEMENT

**THIS CONCESSION AGREEMENT** (this “**Agreement**”) is entered into by and between the Town of Hickory Creek, Texas, a Type A general law municipality (the “**Town**”) and JmaH WATERTOYZ, LLC, a Texas LLC (the “**Concessionaire**”) (collectively, the “**Parties**” and each, a “**Party**”).

### WITNESSETH:

**WHEREAS** the Secretary of the Army granted to the Town a lease to use and occupy the property identified as Arrowhead Park, as more particularly described in the Lease, for public park and recreational purposes (reference to said Lease being hereby made for all purposes to the same extent as if fully set forth herein); and,

**WHEREAS** the Lease authorizes the Town to enter into concession agreements with third parties to provide needed services to the public, subject to the provisions of the Lease and the approval of the District Engineer, Corps of Engineers, Fort Worth District (the “**District Engineer**”); and,

**WHEREAS**, the Town has determined that the rental of boats (each a “**Boat**”) will enhance the public’s recreational experience; and,

**WHEREAS**, the Concessionaire has been selected by the Town to operate a Boat rental business within a portion of the Town’s leased property (the “**Concession Area**”), as more particularly described in Exhibit “A” attached hereto and made a part hereof.

**NOW, THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties do mutually agree as follows:

**1.0 Incorporation of Recitals.** The foregoing recitals (a) are incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties; (b) are true and correct as of the Effective Date; (c) form the basis upon which the Parties negotiated and entered into this Agreement; (d) are legislative findings of the Town Council, and (e) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

**2.0 Agreement Subject to the Town’s Lease (DACW63-1-15-0593).** It is expressly agreed and understood that all of the terms, conditions, privileges and obligations incorporated in the Lease issued to the Town by the Secretary of the Army are as binding on the Concessionaire as if they were set forth herein. Further, should the Secretary of the Army terminate the Lease issued to the Town, this Agreement immediately terminates.

**3.0 Term.** Subject to the Town’s rights to terminate this Agreement as provided for in Section 9 below, the term of this Agreement is \_\_\_\_\_, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_. This Agreement does not automatically renew and does not grant the Concessionaire any rights in any future years.

**4.0 Commercial Activities.** The Concessionaire is authorized to conduct the rental of Boats (the “Commercial Activities”) only at the Concession Area.

- 4.1 Obtain a permit related to the commercial use of boat ramps and docks and payment of any applicable fees in the amount of \$\_\_\_\_\_ per month/year for a maximum of 3 Boats and 4 jet skis.
- 4.2 Prior to issuance of the permit, provide the Town with a certificate of insurance showing commercial liability insurance coverage with a minimum of \$1 million liability coverage and naming the Town and the U.S. Army Corps of Engineers as additional insureds (the “Coverage”).
- 4.3 Maintain the Coverage for the duration of the Term.
- 4.4 Provide business name, Federal Tax Identification Number, State Tax Identification Number, business address, and business phone numbers to the Town. Any changes to this information must be provided to the Town within 5 business days.
- 4.5 Provide 24-hour emergency contact information to the Town.
- 4.6 Concessionaire shall be allowed to conduct operations in Arrowhead Park only.
- 4.7 Conduct operations during posted park hours only. There shall be no overnight storage of vehicles or equipment in the park, on its grounds, or on adjacent waters.
- 4.8 Tie to courtesy dock for no more than fifteen (15) minutes to load customers’ personal supplies.
- 4.9 Not allow more than one piece of rental equipment to be tied to courtesy dock at any given time.
- 4.10 Not distribute passes to individuals but instead require each individual vehicle to purchase a day use or annual pass.
- 4.11 Comply with all provisions of the Town of Hickory Creek’s Code of Ordinances, and other rules or regulations adopted by the Town.
- 4.12 Comply with the Town’s Lease (DACW63-1-15-0593).

**5.0 [intentionally omitted]**

**6.0 [intentionally omitted]**

**7.0 Compliance with Laws.** The Concessionaire shall comply with all federal, state and local laws and regulations.

**8.0 Transfers, Subleases, Assignments.** The Concessionaire shall not transfer, sublease, or assign this Agreement or privileges thereunder, nor any interest whatsoever in connection with this Agreement without written approval from Town.

**9.0 Termination.** The Concessionaire understands and agrees that this Agreement is an at-will agreement which the Town may terminate at any time, for any reason in its sole discretion, and

with or without cause. Further, the Town has no obligation to provide notice of any default or breach and may terminate this Agreement immediately and without any prior notice. In the event the Town terminates this Agreement, the Concessionaire shall pay the Town for any outstanding fees, as provided in section 6.0 above, generated through the date of termination. The concessionaire waives any right of recovery or action against the Town arising from or relating to this Agreement, including but not limited to any action for any alleged damages in whatever form, whether actual, incidental, or exemplary, or any action seeking declaratory or injunctive relief. Should it be necessary for the Town to enforce this Agreement in a court proceeding, the Town is entitled to recovery of its reasonable and necessary attorneys' fees and costs. The Concessionaire waives any right of recovery for its attorneys' fees and costs provided by or under Texas law.

**10.0 Protection of Government Property.** The Concessionaire shall be responsible for any damages that may be caused to government property by the Commercial Activities.

**11.0 INDEMNIFICATION. IN CONSIDERATION OF THE RIGHTS GRANTED HEREUNDER, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY AFFIRMED, THE CONCESSIONAIRE EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD THE TOWN, ITS OFFICERS, EMPLOYEES, AGENTS, AND LICENSEES (FOR PURPOSES OF THIS PARAGRAPH COLLECTIVELY REFERRED TO AS THE "TOWN") AND THE UNITED STATES FREE AND HARMLESS FROM ANY AND ALL LOSSES, EXPENSES, INCLUDING ATTORNEY'S FEES, DAMAGES, DEMANDS, CLAIMS, JUDGMENTS OR LIABILITY WHATSOEVER, HOWSOEVER CAUSED OR ARISING OUT OF OR IN CONNECTION WITH INJURIES (INCLUDING DEATH) OR DAMAGES TO ANY AND ALL PERSONS AND/OR PROPERTY IN ANY WAY SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH, OR BY REASON OF, THE PERFORMANCE OR FAILURE TO PERFORM ANY ACT BY ANY AGENT, CONTRACTOR OR EMPLOYEE OF THE CONCESSIONAIRE UNDER THE TERMS OF THIS AGREEMENT. THIS INDEMNIFICATION ALSO INCLUDES, COVERS AND RELATES TO, WITHOUT LIMITATION, ANY NEGLIGENT ACT AND/OR OMISSION (WHETHER JOINT, COMPARATIVE, OR CONCURRENT) OF THE CONCESSIONAIRE. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**12.0 Notice.** Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) three (3) days after sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below; (ii) one (1) business day after deposit with a nationally recognized courier service having the ability to track shipping and delivery of notices, including but not limited to, services such as Federal Express or United Parcel Service (UPS); or (iii) on the day actually received if sent by courier or otherwise hand delivered. Any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein.

Notice to the Town shall be sent to:

Town Manager's Office

1075 Ronald Reagan Avenue  
Hickory Creek, Texas 75065

Notice to the Concessionaire shall be sent to:

JmaH WATERTOYZ, LLC.  
ATTN: Joshua Holleman  
29559 Fulshear Lake Trace  
Richmond, Texas 77406

**13.0 [intentionally omitted]**

**14.0 Interpretation.** The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

**15.0 Authority and Enforceability; Binding Effect.** The Concessionaire represents and warrants that this Agreement has been approved by appropriate action of the Concessionaire, and that the individual executing this Agreement on behalf of the Concessionaire has been duly authorized to do so. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

**16.0 Entire Agreement; Severability.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

**17.0 Applicable Law; Venue.** This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Venue for any action to enforce or construe this Agreement shall be Denton County, Texas.

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

**19.0 Immigration Reform and Control Act (8 U.S.C 1324a).** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Concessionaire shall at all times during the term of the Agreement comply with the requirements of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Concessionaire also warrants that it has not had an IRCA violation within the last five (5) years.

**20.0 Protection Of Resident Workers.** The Town actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Concessionaire shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Town reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Concessionaire's expense.

**21.0 Anti-Boycott Verification.** The Concessionaire hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is construed to be a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, but only to the extent such section is applicable, and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing a business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Concessionaire understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Concessionaire and exists to make a profit.

## **22.0 Iran, Sudan and Foreign Terrorist Organizations.**

22.1 The Concessionaire represents that neither it nor any of its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

22.2 The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable federal law and

excludes the Concessionaire and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

22.3 The Concessionaire understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Concessionaire and exists to make a profit.

**23.0 Ethics Disclosure.** The Concessionaire represents that it has completed a Texas Ethics Commission (“TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing a application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in Form 1295. The information contained in the Form 1295 has been provided solely by the Concessionaire and the Town has not verified such information.

**24.0 Other Agreements and Remedies.** Nothing in this Agreement is intended to constitute a waiver by the Town of any remedy the Town may have outside this Agreement against the Concessionaire. The obligations of the Concessionaire hereunder shall be those as a Party hereto and not solely as an owner of the Property. Nothing herein shall be construed, nor is intended, to affect the Town's, the Concessionaire’s rights and duties to perform its obligations under other agreements, regulations and ordinances.

**25.0 No Waiver of Governmental Powers and Immunities.** The Town does not waive or surrender any of its governmental powers, immunities or rights and, notwithstanding any provision in this Agreement, this Agreement does not control, waive, limit or supplant the legislative authority or discretion of the Town Council of the Town.

**26.0 No Third-Party Rights.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give any person or entity other than the Parties any rights, remedies or claims under or by reason of this Agreement, and all covenants, conditions, promises and agreements in this Agreement shall be for the sole and exclusive benefit of the Parties. No person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary.

**27.0 Modification.** This Agreement may only be revised, modified or amended by a written document duly signed by the Town and Concessionaire, unless otherwise specifically provided for herein. Oral revisions, modifications or amendments are not permitted.

**28.0 No Partnership or Joint Venture.** Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership or joint venture between the Parties.

**29.0 Independent Contractor.** The Concessionaire is an independent contractor and not an agent, servant, employee or representative of the Town in the performance of the Commercial Activities. No term or provision herein or act of the Concessionaire shall be construed as changing that status.

**30.0 Non-Discrimination.** The Concessionaire shall not discriminate, directly or indirectly, based on race, color, religion, sex, sexual orientation, gender identity or expression, national

origin, age, disability status, genetics, veteran's status, or any other protected classification under federal or state law in the provision of the Commercial Activities under this Agreement.

**TOWN:**

**Town of Hickory Creek, Texas**

\_\_\_\_\_  
John Smith, Town Manager

Date: \_\_\_\_\_

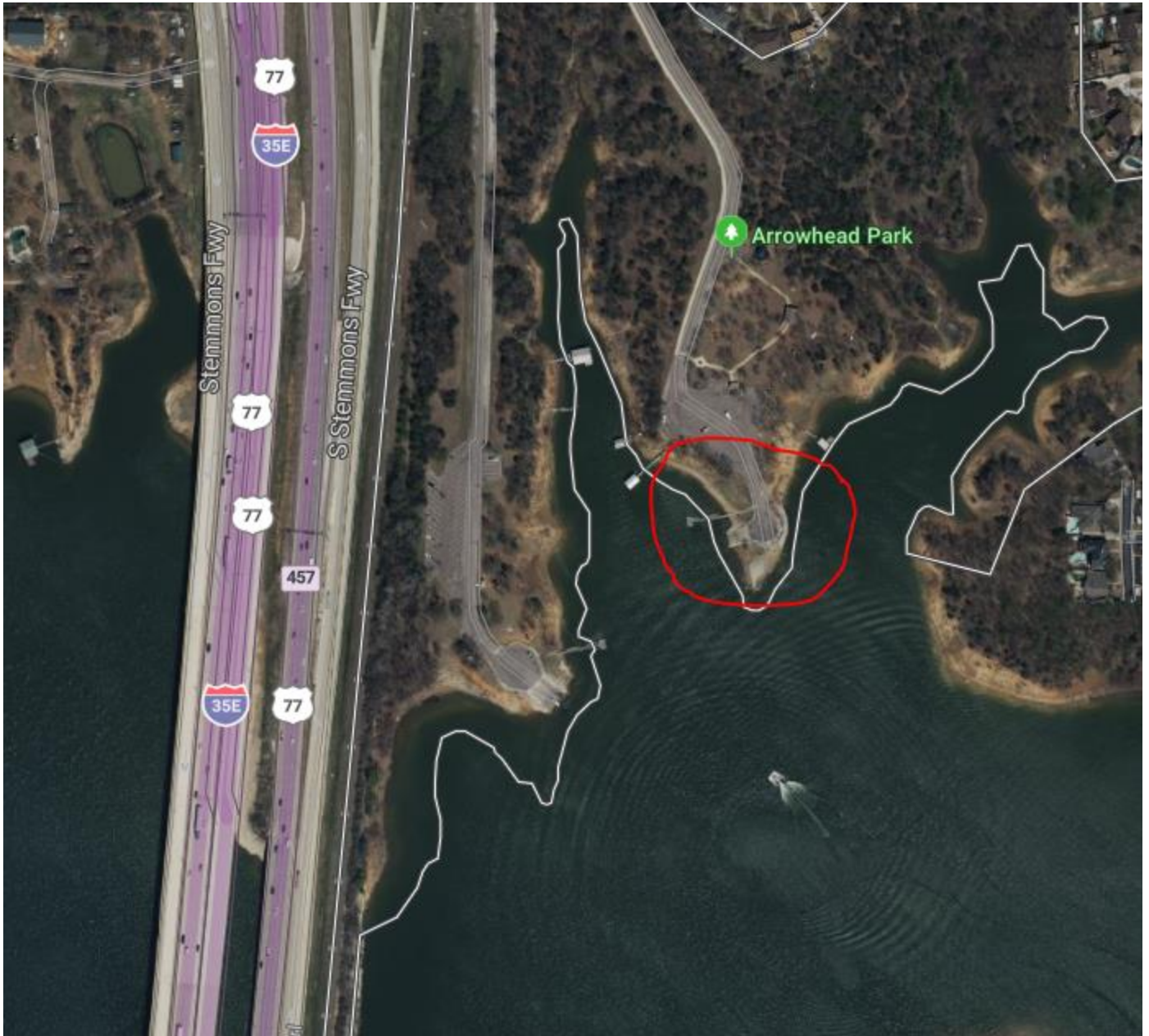
**CONCESSIONAIRE:**

**JmaH WATERTOYZ, LLC.**

\_\_\_\_\_  
Joshua Hollman, Owner

Date: \_\_\_\_\_

**EXHIBIT A**  
**Concession Area**





April 30, 2026

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

Re: Bid No. 2026-02: Denton County Bond Streets - Phase 2 – Low Bidder Referral Letter

Dear Mr. Smith:

Bids for the Denton County Bond Streets - Phase 2 project were opened on Thursday, April 9, 2026, at the Town of Hickory Creek. Bids were received from Ten (10) different bidders and ranged from high bid of \$2,653,841.80 to a low bid at \$2,035,568.00. The lowest, as-read total bid from Castillo Aranda, LLC was found to have significant mathematical errors, and thus that bid has been rejected. Tejas Cutters, LLC (Tejas) was determined to be one of the next lowest bidders at \$2,094,946.35. The Town of Hickory Creek (Town) asked Halff Associates, Inc. (Halff) to review the qualifications and references of this apparent low bidder. In response to this request, Halff personnel reached out to three (3) municipality references that had similar project scope, scale and contract price to the Denton County Bond Streets - Phase 2 project and received a response back from the City of Southlake, City of Keller, and City of Midlothian about Tejas's quality of the construction services, safety compliance and overall satisfaction.

Halff personnel spoke with Josue Hernandez, Civil Engineer for the City of Southlake. Mr. Hernandez discussed Tejas' performance on a paving extension project, and he stated Tejas was very responsive and had no safety concerns. He mentioned Tejas' workmanship on the pavement additions were well executed and were able to communicate effectively with the surrounding properties' irrigation team. Mr. Hernandez did note that Tejas had to tear out a small section of driveway approach due to a staking issue and had to initiate one change order; however, they "were willing to work with the City if any issues arise." He stated that the City of Southlake was happy with their performance and would hire them again.

Halff contacted Rick Hardcopf, Capital Projects Manager for the City of Keller. Mr. Hardcopf discussed Tejas' performance on their Mt. Gilead Pedestrian Trail project, and he stated that Tejas "more than capable of performing the work" and "went above and beyond to try and resolve as many concerns as possible." The project was completed ahead of schedule and there were no safety concerns. He noted that Tejas worked well with the HOA regarding the irrigation system and worked with the City to satisfy their tree preservation guidelines. Mr. Hardcopf highlighted the completion of approximately 1,300 feet of 10-foot concrete trail, 1,300 feet of 6-foot sidewalk, one area inlet, and 600 feet of 18-inch storm drain. He emphasized the work performed on the pavement and drainage structures to be well constructed and stated he would readily hire Tejas again.



Halff personnel spoke with Mike Adams, Director of Engineering and Utilities for the City of Midlothian. Mr. Adams discussed Tejas' performance on the FM 663 Northbound Extension project, so far, they have been very communicative and timely. The scope of the project encompasses the construction of northbound deceleration lanes and the extension of a northbound through lane, along with minor drainage improvements such as extending driveway culverts, relocating the PSET, and ditch regrading. Additionally, the project includes sidewalk demolition and reconstruction and the relocation of two pedestrian poles. He mentioned that the project started recently, but there has been "no concerns or complaints at this time" from the city inspectors.

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

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

Sincerely,

**HALFF**

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

Kevin Gronwaldt, PE, LGPP  
Public Works Team Leader



April 30, 2026

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

Re: Bid No. 2026-02: Denton County Bond Streets - Phase 2 – Low Bidder Referral Letter

Dear Mr. Smith:

Bids for the Denton County Bond Streets - Phase 2 project were opened on Thursday, April 9, 2026, at the Town of Hickory Creek. Bids were received from Ten (10) different bidders and ranged from high total bid of \$2,653,841.80 to a low total bid at \$2,035,568.00. The lowest, as-read total bid from Castillo Aranda, LLC was found to have significant mathematical errors, and thus that bid has been rejected. McMahon Contracting LP (McMahon) was determined to be one of the next lowest bidders at \$2,171,532.00. The Town of Hickory Creek (Town) asked Half Associates, Inc. (Half) to review the qualifications and references of this apparent low bidder. In response to this request, Half personnel reached out to three (3) municipality references that had similar project scope, scale and contract price to the Denton County Bond Streets - Phase 2 project and received a response back from the City of Addison, City of Frisco, and City of Irving about McMahon's quality of the construction services, safety compliance and overall satisfaction. It should be noted that McMahon has completed construction contracts for the Town previously, specifically for the Sycamore Bend Road project and on Denton County Bond Streets Phase 1, preceding this project.

Half personnel spoke with Abdul Abbasi, Capital Improvement Project Manager for the City of Addison. Mr. Abbasi discussed McMahon's performance on a full reconstruction of Jimmy Doolittle Drive, and he stated McMahon "demonstrated a fair overall ability to perform the work." He mentioned McMahon's workmanship on the pavement and drainage were well executed and were willing to make corrections to meet acceptable standards. Mr. Abbasi did note that McMahon finished the project on time and there were no safety concerns. He stated that the City of Addison would hire them again.

Half contacted Tom Pittman, Senior Construction Inspector for the City of Frisco. Mr. Pittman discussed McMahon's performance on their Kings Ridge project, and he stated that McMahon exceeded expectations on their communication and workmanship. The project was completed ahead of schedule and there was no safety concerns as McMahon had a risk management team on-site. He noted that "the City of Frisco had many compliments on the work [being] done by McMahon during all phases of the reconstruction." Mr. Pittman stated that the City of Frisco would work with McMahon again.



Halff personnel spoke with Keith Ghanma, Senior Civil Engineer for the City of Irving. Mr. Ghanma discussed McMahon's performance on the Valley Ranch Parkway Improvements project, and he stated the project was completed on schedule and they had no issues completing the scope of work. He mentioned McMahon's workmanship for pavement and drainage improvements were "completed with deficiencies", but there were no issues post-construction. Mr. Ghanma noted there were no change orders and McMahon worked well with the HOA and City Inspector. When asked if he would rehire this contractor, he stated the City of Irving has used McMahon on multiple projects and they are currently working for the City.

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, past work and reputation of the bidders, Halff has determined that McMahon Contracting LP may be considered the lowest responsible bidder for project award.

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

Sincerely,

**HALFF**

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

Kevin Gronwaldt, PE, LGPP  
Public Works Team Leader

## Ethics Complaint Against : Lynn Clark. 4/5/2026

The Town Administration under the Leadership of Mayor Clark has placed on the Town of Hickory Creeks website in a prominent position with an active access toggle, Information including the Town's pending lawsuit against me, Ronald Furtick and my operating entities. I believe in an effort to besmirch my good reputation and sully my name. Lynn Clark has further allowed the Town's attorney to speak in open session of the Town Council twice and reiterated the allegations which have been made on the website and the lawsuit.

I believe that this is both Liable and Slander because many of the allegations which are made in the lawsuit have already been proven false in sworn testimony by your expert witnesses. In reality Mayor Clark has endorsed character assassination of an opposition political candidate for her own gain. In numerous Facebook posts regarding the upcoming election, someone usually posts a link to the Town's website and then claims that people can find the truth on it. This is an obvious attempt to besmirch my reputation and taint the Jury Pool for the upcoming criminal citations in Municipal Court.

The most grievance violation of Mayor Clark's unethical behavior that it's fundamentally un-American. In the United States we have a presumption of innocence until proven guilty. This is a fundamental right in our country, While not explicitly in the U.S. Constitution, it is deeply rooted in common law, the 5th and 14th amendment due process clauses, and recognized internationally, such as Article 14(2) of the International Covenant on Civil and Political Rights.

The dictionary defines Ethical Behavior as acting in accordance with accepted moral principles, values and codes of conduct that distinguish right from wrong.

Mayor Clark has absolutely violated ethical norms by allowing an unjustified attack on my property and my character, for her obvious political gain.

Ronald Furtick  
Ecclesiastical Equity LP.