NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, FEBRUARY 27, 2023, 6:00 PM

AGENDA

Call to Order

Roll Call

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

Invocation

Presentation of Awards

1. Ceremonial Oath of Office and Presentation of Badge to Officer Sean Gabriel.

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

2. January 2023 Financial Statements

3. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek declaring unopposed candidates in the May 6, 2023, general town election; providing for declaration of office; providing for cancellation.

4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for purchase of unimproved property by and between the Town of Hickory Creek and Thousand Hills Church.

5. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek and Pavlov Media, Inc. concerning the use of Town property for development and location of broadband infrastructure.

6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an amendment to an agreement for professional services by between the Town of Hickory Creek and Halff Associates, Inc.

7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek authorizing the Mayor of the Town of Hickory Creek, Texas to execute a contract for Increased Law Enforcement for Lewisville Lake lying within Hickory Creek, Texas by and between the Town of Hickory Creek and U.S. Army Corp of Engineers, Fort Worth District.

8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a master application and fee schedule; and providing an effective date.

9. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an equipment lease agreement by and between the Town of Hickory Cree and NDS Leasing.

Regular Agenda

10. Consider and act on a site and landscape plan for The Learning Experience, located at 120 Baize Boulevard and legally described as Adams Cliffs, Lot 1, Town of Hickory Creek, Denton County, Texas.

11. Consider and act on a final plat for the Reserve at Hickory Creek, Block A, Lots 1-20, 21X; Block B, Lots 1-15, 16X; Block C, Lots 1-12, 13X; Block D, Lots 1-12, 13X; Block E, Lots 1-12, 13X; Block F, Lots1-14, 15X; Block G, Lots 1-12, 13X; Block H, Lots 1-12, 13X; Block I, Lots 1-12, 13X; Block J, Lots 1-12, 13X; Block K, Lots 1-12, 13X; Block L, Lot 1X; Block M, Lots 1-20, 21X; Block N, Lots 1-20, 21X; Block O, Lots 1-20, 21X; Block P, Lots 1-20, 21X; Block Q, Lot 1X: 18.8530 acres, 225 residential lots, 17 open space lots, situated in the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

12. Consider and act on a site and landscape plan for the Reserve at Hickory Creek, Block A, Lots 1-20, 21X; Block B, Lots 1-15, 16X; Block C, Lots 1-12, 13X; Block D, Lots 1-12, 13X; Block E, Lots 1-12, 13X; Block F, Lots1-14, 15X; Block G, Lots 1-12, 13X; Block H, Lots 1-12, 13X; Block I, Lots 1-12, 13X; Block J, Lots 1-12, 13X; Block K, Lots 1-12, 13X; Block L, Lot 1X; Block M, Lots 1-20, 21X; Block N, Lots 1-20, 21X; Block O, Lots 1-20, 21X; Block P, Lots 1-20, 21X; Block Q, Lot 1X: 18.8530 acres, 225 residential lots, 17 open space lots, situated in the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

13. Consider and act on bids submitted for BID# 2023-01, 2023 Sidewalk Extension.

14. Consider and act on a resolution of the Town Council for the Town of Hickory Creek Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement concerning issuance of a license to use the Town's boat ramp and dock to WaterToyz, LLC.

15. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas establishing the Town's legislative agenda and priorities for the 88th Session of the Texas Legislature to include special called sessions and the interim.

16. Consider and act on a resolution of the Town Council of the Town of Hickory Creek hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an amendment to a municipal maintenance agreement by and between the Town of Hickory Creek and TxDOT.

17. Consider and act on approval of the Hickory Creek Police Department Annual Racial Profiling Report for 2022.

18. Consider and act on allocating funds to purchase a vehicle for the police department.

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.

Section 551.087

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

19. Amendment to Chapter 380 Economic Development Agreement with KSW Holding Hickory Creek, L.P.

Reconvene into Open Session

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

Regular Agenda (Cont'd)

21. Consider and act on a final plat for The Olana at Hickory Creek, Lot 1, Block 1: being 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

22. Consider and act on a site and landscape plan for The Olana at Hickory Creek, Lot 1, Block 1: being 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas.

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 February 22, 2023 at 4:30 p.m.

Kristi Rogers, Town Secretary
Town of Hickory Creek

Town of Hickory Creek
Balance Sheet
As of January 31, 2023

	Jan 31, 23
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	23,777.23
BOA - Drug Forfeiture	5,153.00
BOA - Drug Seizure	3,937.68
BOA - General Fund	431,539.91
BOA - Parks and Recreation	81,424.83
BOA - Payroll	53,999.93
BOA - Police State Training	5,187.62
Logic 2020 CO's	1,640,598.10
Logic Animal Shelter Facility	9,785.90
Logic Coronavirus Recovery Fund	716,866.71
Logic Harbor Ln-Sycamore Bend	82,116.81
Logic Investment Fund	8,219,021.83
Logic Turbeville Road	96,932.10
Total Checking/Savings	11,370,341.65
Accounts Receivable	
Municipal Court Payments	9,793.94
Total Accounts Receivable	9,793.94
Total Current Assets	11,380,135.59
TOTAL ASSETS	**11,380,135.59**
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
January 2023

	Jan 23	
Ordinary Income/Expense		
Income		
Ad Valorem Tax Revenue		
4002 M&O	342,783.34	
4004 M&O Penalties & Interest	34.72	
4006 Delinquent M&O	-30.55	
4008 I&S Debt Service	182,218.17	
4012 Delinquent I&S	-18.79	
Total Ad Valorem Tax Revenue		524,986.89
Building Department Revenue		
4102 Building Permits	36,784.50	
4104 Certificate of Occupancy	750.00	
4106 Contractor Registration	375.00	
4128 Variance Fee	500.00	
4132 Alarm Permit Fees	75.00	
Total Building Department Revenue		38,484.50
Franchise Fee Revenue		
4212 Republic Services	4,636.30	
Total Franchise Fee Revenue		4,636.30
Interest Revenue		
4330 General Fund Interest	1.30	
4332 Investment Interest	41,308.07	
Total Interest Revenue		41,309.37
Miscellaneous Revenue		
4502 Animal Adoption & Impound	479.50	
4508 Annual Park Passes	1,525.00	
4510 Arrowhead Park Fees	842.00	
4526 Mineral Rights	126.85	
4530 Other Receivables	6,182.87	
4536 Point Vista Park Fees	556.00	
4558 Harbor Lane/Sycamore Bend	1,750.00	
Total Miscellaneous Revenue		11,462.22
Municipal Court Revenue		
4602 Building Security Fund	1,148.09	
4604 Citations	37,936.19	
4606 Court Technology Fund	964.98	
4608 Jury Fund	22.34	
4610 Truancy Fund	1,116.24	
4612 State Court Costs	19,456.37	
Total Municipal Court Revenue		60,644.21
Sales Tax Revenue		
4702 Sales Tax General Fund	168,154.98	
4706 Sales Tax 4B Corporation	24,022.14	
4708 Sales Tax Mixed Beverage	2,992.31	
Total Sales Tax Revenue		195,169.43
Total Income		876,692.92
Gross Profit		876,692.92
Expense		
Capital Outlay		
5022 Parks and Rec Improvements	118,995.00	
5026 Fleet Vehicles	4,018.51	
5030 Sycamore Bend Construction	-314,688.53	
5032 Broadband Initiative	136,625.00	

Town of Hickory Creek
Profit & Loss
January 2023

	Jan 23	
Total Capital Outlay		-55,050.02
General Government		
5202 Bank Service Charges	15.00	
5204 Books & Subscriptions	257.72	
5206 Computer Hardware/Software	750.60	
5208 Copier Rental	341.01	
5210 Dues & Memberships	100.00	
5212 EDC Tax Payment	24,023.14	
5216 Volunteer/Staff Events	51.72	
5218 General Communications	471.00	
5222 Office Supplies & Equip.	79.55	
5224 Postage	335.66	
5228 Town Council/Board Expense	80.00	
5234 Staff Uniforms	-31.49	
Total General Government		26,473.91
Municipal Court		
5312 Court Technology	196.80	
5318 Merchant Fees/Credit Cards	602.76	
5322 Office Supplies/Equipment	22.00	
5324 State Court Costs	53,841.16	
5332 Warrants Collected	-1,761.29	
Total Municipal Court		52,901.43
Parks and Recreation		
5408 Tanglewood Park	42.77	
5414 Tree City USA	100.00	
Total Parks and Recreation		142.77
Parks Corps of Engineer		
5432 Arrowhead	1,143.98	
5434 Harbor Grove	81.93	
5436 Point Vista	1,131.14	
5438 Sycamore Bend	5,608.53	
Total Parks Corps of Engineer		7,965.58
Personnel		
5502 Administration Wages	37,608.28	
5506 Police Wages	80,006.67	
5507 Police Overtime Wages	2,748.41	
5508 Public Works Wages	20,334.18	
5509 Public Works Overtime Wage	141.23	
5510 Health Insurance	25,290.01	
5514 Payroll Expense	2,082.44	
5520 Unemployment (TWC)	27.17	
Total Personnel		168,238.39
Police Department		
5602 Auto Gas & Oil	3,231.81	
5606 Auto Maintenance & Repair	4,226.51	
5612 Computer Hardware/Software	20,462.78	
5614 Crime Lab Analysis	419.27	
5626 Office Supplies/Equipment	94.75	
5630 Personnel Equipment	1,074.28	
5636 Uniforms	742.11	
Total Police Department		30,251.51
Public Works Department		
5706 Animal Control Supplies	23.34	
5708 Animal Control Vet Fees	597.43	
5710 Auto Gas & Oil	1,459.32	
5714 Auto Maintenance/Repair	801.38	
5720 Dues & Memberships	100.00	

Town of Hickory Creek
Profit & Loss
January 2023

	Jan 23	
5724 Equipment Maintenance	-79.99	
5728 Equipment Supplies	771.07	
5734 Communications	352.96	
5742 Uniforms	47.75	
Total Public Works Department		4,073.26
Services		
5814 Engineering	22,742.55	
5818 Inspections	4,355.00	
5824 Library Services	110.90	
5828 Printing	979.08	
Total Services		28,187.53
Special Events		
6012 Special Events	37.30	
Total Special Events		37.30
Utilities & Maintenance		
5902 Bldg Maintenance/Supplies	11,022.25	
5904 Electric	2,434.61	
5906 Gas	299.49	
5908 Street Lighting	3,377.17	
5910 Telephone	2,566.62	
5912 Water	1,295.60	
Total Utilities & Maintenance		20,995.74
Total Expense		284,217.40
Net Ordinary Income		592,475.52
Net Income		**592,475.52**

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2022 through January 2023

	Oct '22 - Jan 23	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,298,254.53	1,573,408.00	82.5%
4004 M&O Penalties & Interest	338.74	2,500.00	13.5%
4006 Delinquent M&O	1,941.73	1,000.00	194.2%
4008 I&S Debt Service	690,547.62	836,400.00	82.6%
4010 I&S Penalties & Interest	136.65	1,500.00	9.1%
4012 Delinquent I&S	621.94	500.00	124.4%
Total Ad Valorem Tax Revenue	1,991,841.21	2,415,308.00	82.5%
Building Department Revenue			
4102 Building Permits	241,790.60	550,000.00	44.0%
4104 Certificate of Occupancy	5,000.00	20,000.00	25.0%
4106 Contractor Registration	2,100.00	5,500.00	38.2%
4108 Preliminary/Final Plat	1,700.00	0.00	100.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	4,140.00	10,000.00	41.4%
4122 Septic Permits	0.00	2,200.00	0.0%
4124 Sign Permits	0.00	1,000.00	0.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	3,075.00	1,500.00	205.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	150.00	500.00	30.0%
Total Building Department Revenue	257,955.60	590,975.00	43.6%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	65,000.00	0.0%
4204 Charter Communications	10,394.25	36,500.00	28.5%
4206 CenturyLink	0.00	0.00	0.0%
4208 CoServ	2,363.38	4,700.00	50.3%
4210 Oncor Electric	142,363.40	138,000.00	103.2%
4212 Republic Services	18,745.64	48,000.00	39.1%
Total Franchise Fee Revenue	173,866.67	292,200.00	59.5%
Interest Revenue			
4330 General Fund Interest	4.99	25.00	20.0%
4332 Investment Interest	126,682.52	10,500.00	1,206.5%
Total Interest Revenue	126,687.51	10,525.00	1,203.7%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	51,000.00	0.0%
Total Interlocal Revenue	0.00	51,000.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	3,648.40	6,200.00	58.8%
4506 Animal Shelter Donations	870.00	1,500.00	58.0%
4508 Annual Park Passes	1,950.00	10,000.00	19.5%
4510 Arrowhead Park Fees	4,893.00	36,000.00	13.6%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	532.97	1,000.00	53.3%
4530 Other Receivables	99,556.82	50,000.00	199.1%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	2,886.00	10,000.00	28.9%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	0.00	0.00	0.0%
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	5,250.00	8,750.00	60.0%
4560 2020 CO Proceeds	0.00	3,000,000.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2022 through January 2023

	Oct '22 - Jan 23	Budget	% of Budget	
4562 Coronavirus Local Recovery	0.00	595,240.00	0.0%	
4564 Task Force Forfeiture	0.00	0.00	0.0%	
Total Miscellaneous Revenue	119,617.19	3,718,840.00		3.2%
Municipal Court Revenue				
4602 Building Security Fund	4,317.67	18,023.00	24.0%	
4604 Citations	141,145.90	550,000.00	25.7%	
4606 Court Technology Fund	3,620.46	15,963.00	22.7%	
4608 Jury Fund	84.34	200.00	42.2%	
4610 Truancy Fund	4,087.00	0.00	100.0%	
4612 State Court Costs	73,706.10	311,060.00	23.7%	
4614 Child Safety Fee	0.00	800.00	0.0%	
Total Municipal Court Revenue	226,961.47	896,046.00		25.3%
Sales Tax Revenue				
4702 Sales Tax General Fund	686,520.16	1,872,500.00	36.7%	
4706 Sales Tax 4B Corporation	98,074.31	267,500.00	36.7%	
4708 Sales Tax Mixed Beverage	12,110.87	30,000.00	40.4%	
Total Sales Tax Revenue	796,705.34	2,170,000.00		36.7%
Total Income	3,693,634.99	10,144,894.00		36.4%
Gross Profit	3,693,634.99	10,144,894.00		36.4%
Expense				
Capital Outlay				
5010 Street Maintenance	390.54	25,000.00	1.6%	
5012 Streets & Road Improvement	20,880.80	700,000.00	3.0%	
5022 Parks and Rec Improvements	118,995.00	500,000.00	23.8%	
5024 Public Safety Improvements	0.00	500,000.00	0.0%	
5026 Fleet Vehicles	55,575.82	110,000.00	50.5%	
5030 Sycamore Bend Construction	-278,615.81	1,300,000.00	-21.4%	
5032 Broadband Initiative	137,120.00	595,240.00	23.0%	
Total Capital Outlay	54,346.35	3,730,240.00		1.5%
Debt Service				
5106 2012 Refunding Bond Series	501.25	81,648.00	0.6%	
5110 2015 Refunding Bond Series	501.25	307,650.00	0.2%	
5112 2015 C.O. Series	1,001.25	276,800.00	0.4%	
5114 2020 C.O. Series	501.25	251,950.00	0.2%	
Total Debt Service	2,505.00	918,048.00		0.3%
General Government				
5202 Bank Service Charges	60.00	200.00	30.0%	
5204 Books & Subscriptions	464.72	150.00	309.8%	
5206 Computer Hardware/Software	13,127.99	50,000.00	26.3%	
5208 Copier Rental	1,447.97	4,200.00	34.5%	
5210 Dues & Memberships	699.00	3,000.00	23.3%	
5212 EDC Tax Payment	98,078.31	267,500.00	36.7%	
5214 Election Expenses	14,908.19	10,500.00	142.0%	
5216 Volunteer/Staff Events	2,398.69	10,500.00	22.8%	
5218 General Communications	10,420.88	32,000.00	32.6%	
5222 Office Supplies & Equip.	1,135.16	5,000.00	22.7%	
5224 Postage	2,633.34	5,800.00	45.4%	
5226 Community Cause	56.24	3,000.00	1.9%	
5228 Town Council/Board Expense	1,542.33	9,000.00	17.1%	
5230 Training & Education	75.00	1,500.00	5.0%	
5232 Travel Expense	686.19	1,500.00	45.7%	
5234 Staff Uniforms	794.09	500.00	158.8%	
Total General Government	148,528.10	404,350.00		36.7%
Municipal Court				
5302 Books & Subscriptions	0.00	75.00	0.0%	
5304 Building Security	0.00	18,023.00	0.0%	

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2022 through January 2023

	Oct '22 - Jan 23	Budget	% of Budget	
5312 Court Technology	6,409.55	15,963.00	40.2%	
5314 Dues & Memberships	0.00	12.00	0.0%	
5318 Merchant Fees/Credit Cards	1,667.40	0.00	100.0%	
5322 Office Supplies/Equipment	-39.36	1,200.00	-3.3%	
5324 State Court Costs	136,924.22	311,060.00	44.0%	
5326 Training & Education	0.00	100.00	0.0%	
5328 Travel Expense	0.00	500.00	0.0%	
5332 Warrants Collected	-1,560.88	0.00	100.0%	
Total Municipal Court	143,400.93	346,933.00		41.3%
Parks and Recreation				
5402 Events	0.00	2,000.00	0.0%	
5408 Tanglewood Park	3,024.92	2,000.00	151.2%	
5412 KHCB	0.00	500.00	0.0%	
5414 Tree City USA	228.13	500.00	45.6%	
5416 Town Hall Park	0.00	0.00	0.0%	
Total Parks and Recreation	3,253.05	5,000.00		65.1%
Parks Corps of Engineer				
5432 Arrowhead	20,782.54	21,750.00	95.6%	
5434 Harbor Grove	621.50	5,000.00	12.4%	
5436 Point Vista	2,926.03	7,500.00	39.0%	
5438 Sycamore Bend	8,680.64	21,750.00	39.9%	
Total Parks Corps of Engineer	33,010.71	56,000.00		58.9%
Personnel				
5502 Administration Wages	153,261.39	497,988.00	30.8%	
5506 Police Wages	324,748.55	1,109,152.00	29.3%	
5507 Police Overtime Wages	6,902.29	15,000.00	46.0%	
5508 Public Works Wages	38,887.34	216,968.00	17.9%	
5509 Public Works Overtime Wage	272.90	2,500.00	10.9%	
5510 Health Insurance	83,328.43	282,730.00	29.5%	
5512 Longevity	14,265.00	14,600.00	97.7%	
5514 Payroll Expense	8,534.09	22,000.00	38.8%	
5516 Employment Exams	1,005.00	2,500.00	40.2%	
5518 Retirement (TMRS)	94,894.52	278,222.00	34.1%	
5520 Unemployment (TWC)	6.65	2,500.00	0.3%	
5522 Workman's Compensation	38,765.14	38,500.00	100.7%	
Total Personnel	764,871.30	2,482,660.00		30.8%
Police Department				
5602 Auto Gas & Oil	14,292.43	35,000.00	40.8%	
5606 Auto Maintenance & Repair	12,847.56	25,000.00	51.4%	
5610 Books & Subscriptions	202.00	750.00	26.9%	
5612 Computer Hardware/Software	35,319.01	40,000.00	88.3%	
5614 Crime Lab Analysis	1,914.69	3,500.00	54.7%	
5616 Drug Forfeiture	0.00	0.00	0.0%	
5618 Dues & Memberships	190.00	500.00	38.0%	
5626 Office Supplies/Equipment	1,338.17	1,800.00	74.3%	
5630 Personnel Equipment	43,784.11	35,000.00	125.1%	
5634 Travel Expense	0.00	2,500.00	0.0%	
5636 Uniforms	4,207.76	10,000.00	42.1%	
5640 Training & Education	990.00	8,500.00	11.6%	
5644 Citizens on Patrol	0.00	500.00	0.0%	
5646 Community Outreach	619.92	4,000.00	15.5%	
5648 K9 Unit	11,334.02	5,000.00	226.7%	
5650 Task Force Forfeiture	0.00	15,000.00	0.0%	
Total Police Department	127,039.67	187,050.00		67.9%
Public Works Department				
5702 Animal Control Donation	0.00	1,500.00	0.0%	
5704 Animal Control Equipment	-250.00	500.00	-50.0%	
5706 Animal Control Supplies	-234.46	900.00	-26.1%	
5708 Animal Control Vet Fees	-954.88	12,500.00	-7.6%	

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2022 through January 2023

	Oct '22 - Jan 23	Budget	% of Budget
5710 Auto Gas & Oil	2,333.46	20,000.00	11.7%
5714 Auto Maintenance/Repair	6,666.16	7,000.00	95.2%
5716 Beautification	-357.21	45,000.00	-0.8%
5718 Computer Hardware/Software	0.00	1,000.00	0.0%
5720 Dues & Memberships	100.00	350.00	28.6%
5722 Equipment	0.00	5,000.00	0.0%
5724 Equipment Maintenance	1,579.28	6,000.00	26.3%
5726 Equipment Rental	0.00	1,500.00	0.0%
5728 Equipment Supplies	1,305.62	5,000.00	26.1%
5732 Office Supplies/Equipment	372.08	500.00	74.4%
5734 Communications	1,540.89	3,800.00	40.5%
5738 Training	300.00	800.00	37.5%
5740 Travel Expense	2,266.10	1,000.00	226.6%
5742 Uniforms	1,187.57	2,500.00	47.5%
5748 Landscaping Services	7,751.36	90,000.00	8.6%
Total Public Works Department	23,605.97	204,850.00	11.5%
Services			
5802 Appraisal District	3,471.26	15,375.00	22.6%
5804 Attorney Fees	13,669.35	60,000.00	22.8%
5806 Audit	0.00	14,000.00	0.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	58,306.44	175,000.00	33.3%
5816 General Insurance	43,717.80	44,000.00	99.4%
5818 Inspections	18,370.00	75,000.00	24.5%
5820 Fire Service	485,346.00	970,692.00	50.0%
5822 Legal Notices/Advertising	2,508.70	2,500.00	100.3%
5824 Library Services	395.40	850.00	46.5%
5826 Municipal Judge	4,600.00	13,800.00	33.3%
5828 Printing	1,834.30	1,500.00	122.3%
5830 Tax Collection	2,851.00	2,700.00	105.6%
5832 Computer Technical Support	42,081.20	42,082.00	100.0%
5838 DCCAC	0.00	3,400.00	0.0%
5840 Denton County Dispatch	0.00	29,383.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	0.00	200.00	0.0%
Total Services	677,151.45	1,453,432.00	46.6%
Special Events			
6012 Special Events	1,788.35	30,000.00	6.0%
Total Special Events	1,788.35	30,000.00	6.0%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	48,592.64	207,381.00	23.4%
5904 Electric	8,630.59	27,000.00	32.0%
5906 Gas	844.54	1,950.00	43.3%
5908 Street Lighting	13,519.27	40,000.00	33.8%
5910 Telephone	10,302.69	35,000.00	29.4%
5912 Water	6,818.34	15,000.00	45.5%
Total Utilities & Maintenance	88,708.07	326,331.00	27.2%
Total Expense	2,068,208.95	10,144,894.00	20.4%
Net Ordinary Income	1,625,426.04	0.00	100.0%
Net Income	**1,625,426.04**	**0.00**	**100.0%**

Town of Hickory Creek
Expenditures over $1,000.00
January 2023

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5022 Parks and Rec Improvements				
Check	01/20/2023	4559	Whirlix Design Inc	118,995.00
Total 5022 Parks and Rec Improvements				118,995.00
5026 Fleet Vehicles				
Bill	01/20/2023	Invoice...	Priority Public Safety	3,896.97
Total 5026 Fleet Vehicles				3,896.97
5030 Sycamore Bend Construction				
Deposit	01/04/2023		Deposit	-558,875.35
Check	01/09/2023		McMahon Contracting L.P.	244,186.82
Total 5030 Sycamore Bend Construction				-314,688.53
Total Capital Outlay				-191,796.56
General Government				
5212 EDC Tax Payment				
Check	01/17/2023		Hickory Creek Economic Development	24,022.14
Total 5212 EDC Tax Payment				24,022.14
Total General Government				24,022.14
Municipal Court				
5324 State Court Costs				
Check	01/26/2023	Debit	State Comptroller	53,841.16
Total 5324 State Court Costs				53,841.16
Total Municipal Court				53,841.16
Parks Corps of Engineer				
5438 Sycamore Bend				
Check	01/10/2023	Debit	White Cap	1,794.27
Check	01/19/2023	Debit	White Cap	2,714.16
Total 5438 Sycamore Bend				4,508.43
Total Parks Corps of Engineer				4,508.43
Personnel				
5510 Health Insurance				
Check	01/05/2023	Debit	TML Health Benefits Pool	22,708.64
Check	01/18/2023	4558	Renaissance Life & Health Insurance	2,436.74
Total 5510 Health Insurance				25,145.38
Total Personnel				25,145.38
Police Department				
5602 Auto Gas & Oil				
Check	01/20/2023	Debit	WEX Bank	3,169.26
Total 5602 Auto Gas & Oil				3,169.26
5606 Auto Maintenance & Repair				
Bill	01/20/2023	R.O.# ...	Christian Brothers Automotive	2,304.16
Total 5606 Auto Maintenance & Repair				2,304.16
5612 Computer Hardware/Software				
Bill	01/09/2023	Invoice...	Structured Technology Solutions	3,505.37
Bill	01/20/2023	Invoice...	Denton County Auditor	16,418.92
Total 5612 Computer Hardware/Software				19,924.29

Town of Hickory Creek
Expenditures over $1,000.00
January 2023

Type	Date	Num	Name	Amount
Total Police Department				25,397.71
Public Works Department				
5710 Auto Gas & Oil				
Check	01/20/2023	Debit	WEX Bank	1,459.32
Total 5710 Auto Gas & Oil				1,459.32
Total Public Works Department				1,459.32
Services				
5814 Engineering				
Bill	01/02/2023	Invoice...	Halff Associates, Inc.	4,225.27
Bill	01/02/2023	Invoice...	Halff Associates, Inc.	9,465.09
Bill	01/22/2023	Invoice...	Halff Associates, Inc.	7,515.87
Bill	01/22/2023	Invoice...	Halff Associates, Inc.	1,536.32
Total 5814 Engineering				22,742.55
5818 Inspections				
Bill	01/20/2023	Invoice...	Build by I-Codes	3,160.00
Total 5818 Inspections				3,160.00
Total Services				25,902.55
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Bill	01/02/2023	Invoice...	Sewer Surgeon	1,500.00
Bill	01/09/2023	Invoice...	Denton Electric, Inc.	6,450.81
Total 5902 Bldg Maintenance/Supplies				7,950.81
5904 Electric				
Check	01/23/2023	Debit	Hudson Energy Services, LLC	2,434.61
Total 5904 Electric				2,434.61
5908 Street Lighting				
Check	01/23/2023	Debit	Hudson Energy Services, LLC	3,178.66
Total 5908 Street Lighting				3,178.66
5910 Telephone				
Check	01/30/2023	Debit	Lumen-CenturyLink	1,325.33
Total 5910 Telephone				1,325.33
Total Utilities & Maintenance				14,889.41
Total Expense				-16,630.46
Net Ordinary Income				16,630.46
Net Income				**16,630.46**

LOGIC

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: 01/01/2023 - 01/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5538%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 18 DAYS AND THE NET ASSET VALUE FOR 1/31/23 WAS 1.000171.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			1,878,223.72
01/09/2023	WIRE WITHDRAWAL	6147215	244,186.82 -	1,634,036.90
01/31/2023	MONTHLY POSTING	9999888	6,561.20	1,640,598.10
	ENDING BALANCE			1,640,598.10

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	1,878,223.72
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	244,186.82
TOTAL INTEREST	6,561.20
ENDING BALANCE	1,640,598.10
AVERAGE BALANCE	1,697,052.85

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	244,186.82	6,561.20

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442

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LOGIC

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: 01/01/2023 - 01/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5538%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 18 DAYS AND THE NET ASSET VALUE FOR 1/31/23 WAS 1.000171.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,748.18
01/31/2023	MONTHLY POSTING	9999888	37.72	9,785.90
	ENDING BALANCE			9,785.90

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,748.18
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	37.72
ENDING BALANCE	9,785.90
AVERAGE BALANCE	9,748.18

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	37.72

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442

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LOGIC

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: 01/01/2023 - 01/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5538%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 18 DAYS AND THE NET ASSET VALUE FOR 1/31/23 WAS 1.000171.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			850,061.75
01/11/2023	ACH WITHDRAWAL	6147236	136,125.00 -	713,936.75
01/31/2023	MONTHLY POSTING	9999888	2,929.96	716,866.71
	ENDING BALANCE			716,866.71

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	850,061.75
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	136,125.00
TOTAL INTEREST	2,929.96
ENDING BALANCE	716,866.71
AVERAGE BALANCE	757,848.04

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	136,125.00	2,929.96

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442

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LOGIC

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: 01/01/2023 - 01/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5538%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 18 DAYS AND THE NET ASSET VALUE FOR 1/31/23 WAS 1.000171.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			81,800.51
01/31/2023	MONTHLY POSTING	9999888	316.30	82,116.81
	ENDING BALANCE			82,116.81

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	81,800.51
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	316.30
ENDING BALANCE	82,116.81
AVERAGE BALANCE	81,800.51

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	316.30

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442

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LOGIC

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: 01/01/2023 - 01/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5538%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 18 DAYS AND THE NET ASSET VALUE FOR 1/31/23 WAS 1.000171.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			7,337,932.27
01/06/2023	ACH DEPOSIT	6147082	800,000.00	8,137,932.27
01/13/2023	ACH DEPOSIT	6147331	50,000.00	8,187,932.27
01/31/2023	MONTHLY POSTING	9999888	31,089.56	8,219,021.83
	ENDING BALANCE			8,219,021.83

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	7,337,932.27
TOTAL DEPOSITS	850,000.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	31,089.56
ENDING BALANCE	8,219,021.83
AVERAGE BALANCE	8,039,545.17

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	850,000.00	0.00	31,089.56

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442

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LOGIC

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: 01/01/2023 - 01/31/2023

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5538%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 18 DAYS AND THE NET ASSET VALUE FOR 1/31/23 WAS 1.000171.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			96,558.77
01/31/2023	MONTHLY POSTING	9999888	373.33	96,932.10
	ENDING BALANCE			96,932.10

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	96,558.77
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	373.33
ENDING BALANCE	96,932.10
AVERAGE BALANCE	96,558.77

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	373.33

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442

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TOWN OF HICKORY CREEK
ORDINANCE NO. 2023-02-____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK DECLARING UNOPPOSED CANDIDATES IN THE MAY 6, 2023 GENERAL TOWN ELECTION; PROVIDING FOR DECLARATION OF OFFICE; PROVIDING FOR CANCELLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the general election for the Town of Hickory Creek, as set forth by the Texas Election Code, was called to be held on May 6, 2023 for the purpose of electing Town Council members to fill the following terms on the Town of Hickory Creek Town Council, Place 1, Place 3 and Place 5; each term being for a period of two years.; and

WHEREAS, the Town Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office, a copy of which is attached hereto as Exhibit A; and

WHEREAS, under these circumstances, Chapter 2, Subchapter C of the Texas Election Code, authorizes the Town Council to declare the candidates elected to office and cancel the election.

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

SECTION 1
DECLARATION OF OFFICE

The following candidates, who are unopposed in the May 7, 2022 general town election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

Randy Gibbons	Council Place 1
Chris Gordon	Council Place 3
Ian Theodore	Council Place 5

SECTION 2
CANCELLATION

The May 6, 2023 General Town Election is canceled, and the Town Secretary is directed to cause a copy of the Order attached hereto as Exhibit B to be posted on Election Day at each polling place that would have been used in the election.

SECTION 3
SEVERABILITY

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

SECTION 4
NECESSARY ACTIONS

The Mayor, Town Secretary and Town Attorney are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code in carrying out the cancellation of the May 6, 2023 election.

SECTION 5
EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and approval.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of February, 2023.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

AW12-1
Prescribed by Secretary of State
Section 2.051 – 2.053, Texas Election Code
2/14

CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 6, 2023

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 6 de mayo de 2023

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) *Cargo(s)*	**Candidate(s)** *Candidato(s)*
Council Place 1 Concejal, Lugar 1	Randy Gibbons
Council Place 3 Concejal, Lugar 3	Chris Gordon
Council Place 5 Concejal, Lugar 5	Ian Theodore

Kut K. Rog
Signature *(Firma)*

Kristi K. Rogers
Printed name *(Nombre en letra de molde)*

Town Secretary
Title *(Puesto)*

February 22, 2023
Date of signing *(Fecha de firma)*

TOWN OF HICKORY CREEK 1963 SEAL
(Seal) *(sello)*

See reverse side for instructions
(Instrucciones en el reverso)

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The Town of Hickory Creek **hereby cancels the election scheduled to be held on**
(official name of governing body)
May 6,2023 **in accordance with Section 2.053(a) of the Texas**
(date on which election was scheduled to be held)
Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El Municipalidad de Hickory Creek ***por la presente cancela la elección que, de lo contrario,***
(nombre oficial de la entidad gobernante)
se hubiera celebrado el 6 de mayo de 2023 ***de conformidad, con***
(fecha en que se hubiera celebrado la elección)
la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Candidate ***(Candidato)***	**Office Sought** ***(Cargo al que presenta candidatura)***
Randy Gibbons	Council Place 1 *(Concejal,Lugar 1)*
Chris Gordon	Council Place 3 (*Concejal,Lugar 3)*
Ian Theodore	Council Place 5 (*Concejal Lugar 5*)

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

_____
Mayor ***(Alcalde)***

_____
Secretary ***(Secretario)***

February 27, 2023
Date of adoption ***(Fecha de adopción)***

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0227-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT FOR PURCHASE OF UNIMPROVED PROPERTY BY AND BETWEEN THE TOWN OF HICKORY CREEK AND THOUSAND HILLS CHURCH AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with an Unimproved Property Contract for the purchase of unimproved real property (hereinafter the "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of February, 2023.

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

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0227-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND PAVLOV MEDIA INC. CONCERNING USE OF TOWN PROPERTY FOR DEVELOPMENT AND LOCATION OF BROADBAND INFRASTRUCTURE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement with Pavlov Media Inc. (hereinafter the "Agreement") for the location and use of Town property for the development and location of certain broadband infrastructure improvements according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

Section 2: This Resolution shall take effect upon the Town's acquisition of the real property described in Exhibit A to the Agreement, and after its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of February, 2023.

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

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

After Recording, Return to:
Town of Hickory Creek, Texas
1075 Ronald Reagan
Hickory Creek, Texas 75065

STATE OF TEXAS	**§**	**PUBLIC PROPERTY PREMISES USE LICENSE**
	§	**AND**
COUNTY OF DENTON	**§**	**HOLD HARMLESS AGREEMENT**

THIS PUBLIC PROPERTY PREMISES USE LICENSE AND HOLD HARMLESS AGREEMENT (the "Agreement") is made by and between the Town of Hickory Creek, Texas, (hereinafter called **"Town"**), a Texas General Law Municipality, and Pavlov Media, Inc. ("**Licensee**"), a Delaware corporation with its principal place of business at 601 N. Country Fair Drive, Champaign, Illinois 61821. Town and Licensee are hereafter collectively referred to as "**the Parties**" and individually as "**Party**."

WHEREAS, Town is the owner of public property Premises described in Ex. A (the "**Licensed Premises**"); and

WHEREAS, Licensee is a party to the DARK FIBER LEASE AND NETWORK OPERATION AGREEMENT dated August 31, 2022, **(**the" **Fiber Agreement")** by and among Pavlov, Corinth, TX, Hickory Creek, TX and Shady Shores, TX, for the construction and operation of a Fiber Optic Ring, as described in that Agreement; which includes sheltered equipment facilities know as Huts, (hereafter the "**Private Improvements**") and for which Pavlov and the Town have agreed that use of Town Licensed Premises described in Ex A for a Hut location is in the best interest of the Town and its residents;

WHEREAS, Town has reviewed Licensee's request and recommends approval of the location of the Private Improvements within the Licensed Premises subject to the provisions of this Agreement.

NOW THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Town, Town hereby grants to Licensee a non-exclusive license (the "**License**") authorizing construction, maintenance, repair, replacement, and removal of the Private Improvements within the Licensed Premises (collectively the "**Licensed Purpose**"), subject to the following:

1. The term of this Agreement (the "**Term**") is the same as the term of the Fiber Agreement, provided, however, this Agreement may be terminated as provided herein, and is terminated should the Fiber Agreement be terminated. The monthly license fee payable by Licensee to the Town is $700 per month, due on the 1st day of each month of the Term. Payments may be made quarterly on notice and agreement by the Town. Payments received more than 7 days after the due date are subject to a $50.00 late payment fee, and ten percent interest. Either (1) failure to pay within 30 days of the due date or (2) any termination or default by Licensee of the Fiber Agreement constitutes a material breach of this Agreement and may result in termination of the Agreement at the option of the Town.

2. **Licensee agrees to promptly defend, indemnify and hold Town harmless from and against all damages, costs, losses, and expenses, including reasonable attorneys' fees that may result directly from (1) the construction, placement, operation and/or existence of the Private Improvements within the Licensed Premises or (2) the acts or omissions of Licensee, its officers, directors, employees, agents, contractors, subcontractors, tenants, partners, or members, including for:**

(a) the repair, replacement, or restoration of Town's Licensed Premises, equipment, materials, structures and facilities which are damaged, destroyed or rendered defective as a result of the acts or omissions of Licensee, its officers, directors, employees, agents, contractors, subcontractors, tenants, partners, or members; and

(b) any and all claims, demands, suits, causes of action, and judgments for (i) damage to or loss of the Licensed Premises of any person (including, but not limited to Licensee, its agents, officers, employees, contractors, subcontractors tenants, partners, or members, Town's agents, officers, and employees, and third parties); and/or (ii) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to the agents, officers and employees of Licensee, Licensee's contractors or subcontractors, and third parties), arising out of, incident to, concerning or resulting from the negligent or willful act or omissions of Licensee, its agents, employees, officers, contractors and/or subcontractors, in the performance of activities pursuant to this Agreement.

These indemnity obligations shall not apply to the extent of any liability resulting from the sole negligence or willful misconduct of Town, its officers, employees, agents, contractors, or subcontractors. The provisions of this section are solely for the benefit of Town and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

3. During the Term of this Agreement, Licensee agrees to maintain in full force and effect the insurance and the provisions for the insurance required in the Fiber Agreement, which shall specifically include both the Licensed Premises, and the use and operations of the Private Improvements.

Notwithstanding the above limits, the amount of insurance coverage set forth herein to be purchased by Licensee shall at all times be not less than twice the amount of the maximum liability for Town per occurrence as set forth in the Texas Tort Claims Act, as amended (Tex. Civ. Prac. & Rem. Code §101.001, et. seq. as amended or succeeded). Such insurance shall be endorsed to (i) name Town as an additional insured, (ii) provide for a waiver of subrogation in favor of Town, and (iii) provide for notice to be sent to Town not less than thirty (30) days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of the cancellation or non-renewal of coverage or reduction of limits below the required minimums. In the event any insurance policy required to be carried by or on behalf of Licensee pursuant to this Agreement is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to Town on the earliest possible date, but in no event less than ten (10) calendar days prior to the effective date of such cancellation. A certificate of insurance in a form that complies with applicable law indicating the above coverage and endorsements are in effect shall be provided to Town prior to Licensee commencing work to locate the Private Improvements in the Licensed Premises

4. Unless Licensee's insurance also covers Licensee's contractors, prior to commencing any work within the Licensed Premises relating to the construction, repair, or maintenance of the Private Improvements, Licensee's contractors must comply with the provisions of Section 3, above, to the same extent as Licensee.

5. Licensee acknowledges and agrees that Licensee is not released by Town from the responsibility or liability for damage to the Town's Licensed Premises or facilities located within the Town property that may result from the construction, placement, operation and/or existence of the Private Improvements within the Licensed Premises.

6. If Town determines, in its sole discretion and upon reasonable engineering standards, that in order for Town to repair, replace, maintain, or alter the Town's Licensed Premises or facilities located on, over, or beneath the Private Improvements, including the widening of any street or relocation of related curbs and/or sidewalks, and that as a result of Town's determination it is reasonably necessary for Licensee to alter, relocate, or remove all or any portion of the Private Improvements within or from the Licensed Premises to another area within or outside of the Licensed Area, then Town shall give written notice of such determination to Licensee, including which portion(s) of the Private Improvements Town has determined must be altered, relocated and/or removed. Licensee shall solely bear the cost of repairing, replacing, or otherwise reconstructing any portion of the Private Improvements that Town has determined needs to be relocated, altered, or removed from the Licensed Area. Notwithstanding anything in this Section 6 to the contrary, Licensee shall have the right, at the sole cost of Licensee, to demolish and remove the Private Improvements in lieu of relocating, altering or removing the Private Improvements. Upon the relocation, alteration or removal of the Private Improvements such that no part of the Private Improvements remains in the Licensed Premises, or upon the demolition and removal of the Private Improvements from the Licensed Premises, this Agreement shall terminate.

7. If Town determines, in its sole discretion and upon reasonable engineering standards, that the Private Improvements pose a hazard to the public or may interfere or impede traffic safety in any way, the Private Improvements, at the sole cost of Licensee, must be modified or relocated upon written notice from Town; provided, however, Licensee shall have the right, at the sole cost of Licensee, to demolish and remove the Private Improvements in lieu of modifying or relocating the Private Improvements. Upon the modification or relocation of the Private Improvements such that no part of the Private Improvements remains in the Licensed Premises, or upon the demolition and removal of the Private Improvements from the Licensed Premises, this Agreement shall terminate. Town shall not be required to compensate Licensee in any manner or amount if the Private Improvements must be removed in whole or in part as the result of the operation of this Section 7.

8. The Private Improvements shall be designed substantially as set forth in Exhibit "B," attached hereto and incorporated herein by reference (the "**Concept Drawings**"). No other private improvements, permanent or temporary, shall be allowed within the Licensed Premises unless written permission from Town is granted to Licensee, such permission not to be unreasonably withheld, conditioned or delayed.

9. Prior to commencement of construction of the Private Improvements within the Licensed Premises, Licensee shall deliver to Town for review and approval the plans and specifications for the Private Improvements, which shall be substantially consistent with the Concept Drawings, the approval of which shall not be unreasonably withheld, delayed, or denied by Town (such plans and specifications, once approved, being the "**Approved Plans**"). If Town fails to respond to such written request for approval of the plans and specifications within thirty (30) days of its receipt thereof, such plans and specifications shall be deemed to be Approved Plans after the lapse of such thirty (30)-day period. The Private Improvements shall be constructed in accordance with the Approved Plans as amended from time to time with the prior written approval of Town. In the event Licensee desires to modify or replace the Private Improvements, Licensee shall comply with this Section 9 with respect to obtaining the prior approval of the plans and specifications for such modified or replaced Private Improvements.

10. It is understood that by execution and granting of the License, Town does not impair or relinquish Town's right to use the Licensed Premises for any other purpose that does not interfere with the Private Improvements, nor shall use of the Licensed Premises by Licensee under this Agreement ever be construed as abandonment by Town of the Licensed Premises. Licensee understands, acknowledges, and agrees that Town does not by this Agreement grant or convey any real Licensed Premises interest in the Licensed Premises but merely consents to such use by Licensee to the extent Town's authority and title permits. Licensee understands, acknowledges, and agrees that the Town will not provide electricity, water, or any other utility service to the Licensed Premises, but rather Licensee shall be responsible for all charges or costs for utility services that it uses.

11. This Agreement and the License shall terminate upon the removal of the Private Improvements by Licensee from the Licensed Premises for more than six (6) consecutive months, unless sooner terminated pursuant to the provisions of this Agreement.

12. Notwithstanding the grant of the License to Licensee to use the Licensed Premises as provided in this Agreement, Licensee shall continue to be obligated to comply with any law, regulation, or ordinance governing construction and the placement of the Private Improvements within the Licensed Premises. To the extent that any provisions of any conflict between this Agreement and any law, regulation, or ordinance governing construction and the placement of the Private Improvements within the Licensed Premises, the more stringent requirement shall control.

13. This Agreement shall be binding upon Licensee and Licensee's successors and assigns.

14. This Agreement constitutes the sole and only agreement between the Parties relating to the subject matter contained herein and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

15. Licensee may not assign this Agreement in whole or in part without the prior written consent of Town; provided, however, assignment of this Agreement to a successor in ownership of fee simple title to the Licensee's Licensed Premises shall not require Town's consent. In the event of an assignment of this Agreement authorized by this Section 15, such assignment shall not be effective as to Town, and the assignor of this Agreement shall not be released from any liability or obligations under this Agreement, unless and until the assignee has agreed in writing to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement and a copy of such assignment agreement has been delivered to Town.

16. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in a state court of competent jurisdiction in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

17. This Agreement may be amended only by the mutual written agreement of the Parties.

18. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or on the date when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the Parties at the address set forth below. Either Party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

If intended for Licensee, to:
Pavlov Media, Inc
Attn: Glenn Meyer
601 N. Country Fair Drive
Champaign, Illinois 61821

In intended for Town to:

Town of Hickory Creek, Texas
Attn: Town Administrator
1075 Ronald Reagan
Hickory Creek, Texas 75065

With Copies to:

Law Office of Dorwin L. Sargent III, PLLC
Attn: Dorwin L. Sargent, III
624 W. University #127
Denton, Texas 76201

19. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

20. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of Town under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, Town does not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to Town against claims arising in the exercise of governmental powers and functions.

21. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

(signatures on following page)

Town's Signature Page

SIGNED AND AGREED this _____ day of _____ 2023.

_____
Town of Hickory Creek, Texas

By: _____
Lynn C. Clark, Mayor

ATTEST:

_____
Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

_____
Dorwin L. Sargent III, Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me, the undersigned authority, this 27th day of February 2023, by Lynn C. Clark, Mayor, Hickory Creek, Texas, a Texas general law municipality, for and on behalf of said municipality**.**

_____
Notary Public, State of Texas

My Commission Expires: _____

Licensee's Signature Page

SIGNED AND AGREED this _____ day of _____ 2023.

LICENSEE:

Pavlov Media, Inc.

By: _____ _____
Print name: Glenn Meyer Date
Title: _____

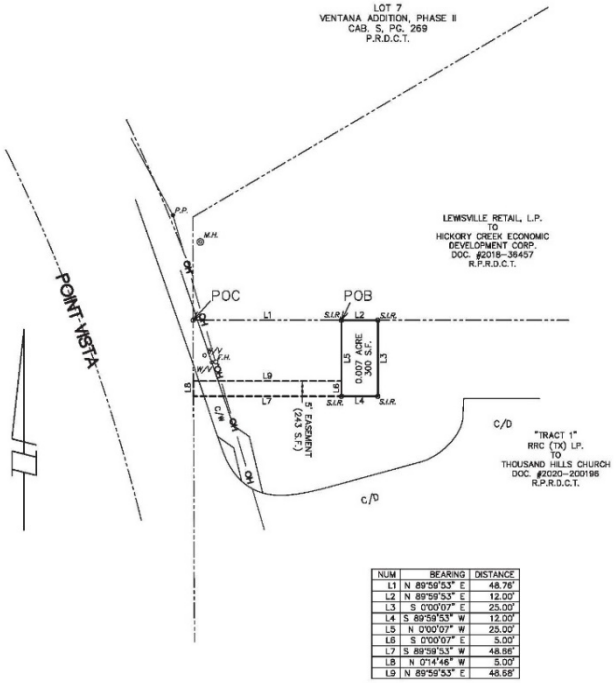
STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, on the _____ day of _____ 2023, by Glen Meyer, the _____ of Pavlov Media, Inc, a Delaware corporation, for and on behalf of said company.

_____
Notary Public, State of _____

My Commission expires: _____

EXHIBIT “A”
Description of Licensed Premises



NUM	BEARING	DISTANCE
L1	N 89°59'53" E	48.76'
L2	N 89°59'53" E	12.00'
L3	S 0°00'07" E	25.00'
L4	S 89°59'53" W	12.00'
L5	N 0°00'07" W	25.00'
L6	S 0°00'07" E	5.00'
L7	S 89°59'53" W	48.68'
L8	N 0°14'46" W	5.00'
L9	N 89°59'53" E	48.68'

FIELD NOTES
0.007 ACRE (300 S.F.)

BEING all that certain lot, tract, or parcel of land situated in the J. Simmons Survey Abstract Number 1163 in the Town of Hickory Creek, Denton County, Texas, being a part of that certain “Tract 1” of land conveyed by deed from RRC (TX), LP to Thousand Hills Church recorded under Document Number 2020-200196, Real Property Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at an “X” in concrete for corner at the northwest corner of said Thousand Hills Church tract near the east line of Point Vista Road, a public roadway, said point being the southwest corner of that certain tract of land conveyed by deed from Lewisville Retail, L.P. to Hickory Creek Economic Development Corporation, recorded under Document Number 2018-36457, Real Property Records, Denton County, Texas;

THENCE N 89° 59' 53" E, 48.76 feet with the south line of said Hickory Creek Economic Development Corporation tract and the north line of said Thousand Hills Church tract to a capped iron rod marked RPLS 4561 set for PLACE OF BEGINNING;

THENCE N 89° 59' 53" E, 12.00 feet with said south line of said Hickory Creek Economic Development Corporation tract and the north line of said Thousand Hills Church tract to capped iron rod marked RPLS 4561 set for corner;

THENCE S 00° 00' 07" E, 25.00 feet to a capped iron rod marked RPLS 4561 set for corner;

THENCE S 89° 59' 53" W, 12.00 feet to a capped iron rod marked RPLS 4561 set for corner;

THENCE N 00° 00' 07" W, 25.00 feet to the PLACE OF BEGINNING and containing 0.007 acre or 300 square feet of land.

FIELD NOTES
5' EASEMENT
0.006 ACRE (243 S.F.)

BEING all that certain lot, tract, or parcel of land situated in the J. Simmons Survey Abstract Number 1163 in the Town of Hickory Creek, Denton County, Texas, being a part of that certain “Tract 1” of land conveyed by deed from RRC (TX), LP to Thousand Hills Church recorded under Document Number 2020-200196, Real Property Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at an “X” in concrete for corner at the northwest corner of said Thousand Hills Church tract near the east line of Point Vista Road, a public roadway, said point being the southwest corner of that certain tract of land conveyed by deed from Lewisville Retail, L.P. to Hickory Creek Economic Development Corporation, recorded under Document Number 2018-36457, Real Property Records, Denton County, Texas;

THENCE N 89° 59' 53" E, 48.76 feet with the south line of said Hickory Creek Economic Development Corporation tract and the north line of said Thousand Hills Church tract to a capped iron rod marked RPLS 4561 set for corner;

THENCE S 00° 00' 07" E, 20.00 feet to a point for PLACE OF BEGINNING;

THENCE S 00° 00' 07" E, 5.00 feet to a capped iron rod marked RPLS 4561 set for corner;

THENCE S 89° 59' 53" W, 48.86 feet to a point for corner in the west line of said Thousand Hills Church tract in said Point Vista Road;

THENCE N 00° 14' 46" W, 5.00 feet said west line of said Thousand Hills Church tract to a point for corner in said Point Vista Road;

THENCE N 89° 59' 53" E, 48.68 feet to the PLACE OF BEGINNING and containing 0.006 acre or 243 square feet of land.

THE FOLLOWING EASEMENT IS BLANKET AND DOES NOT VISIBLY AFFECT SUBJECT PROPERTY:
I–35 & TURBEVILLE PARTNERS, L.P. AND
RAVE REVIEWS HICKORY CREEK I, L.P. VOL. 4889, PAGE 192

Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983, as determined from GPS observations.

TO THE LIENHOLDERS AND/OR THE OWNERS AND/OR PURCHASERS, THOUSAND HILL CHURCH, TOWN OF HICKORY CREEK, FREEDOM TITLE AND TITLE RESOURCES GUARANTY COMPANY OF THE PREMISES SURVEYED:
I hereby certify that on the 16th day of November, 2022, this survey was made on the ground as per the field notes shown on this survey and is true, correct and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way and of all rights-of-way easements and other matters of record of which I have knowledge or have been advised, whether or not of record, affecting the property. Except as shown on the survey, there are no encroachments upon the subject property by improvements on adjacent property, there are no encroachments on adjacent property, streets or alleys by any improvements on the subject property and there are no conflicts or protrusions.
I further certify that no portion of subject property lies within a special flood hazard area according to the FLOOD INSURANCE RATE MAP for Denton County and Incorporated Area, Map Number 48121C0393H, dated June 19, 2020. (Subject property lies in Zone X).

Jerald D. Yensan, Professional Land Surveyor
Texas R.P.L.S. No. 4561

SURVEY PLAT
0.007 ACRE (300 S.F.) IN THE
J. SIMMONS SURVEY A-1163
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

PURCHASER: TOWN OF HICKORY CREEK

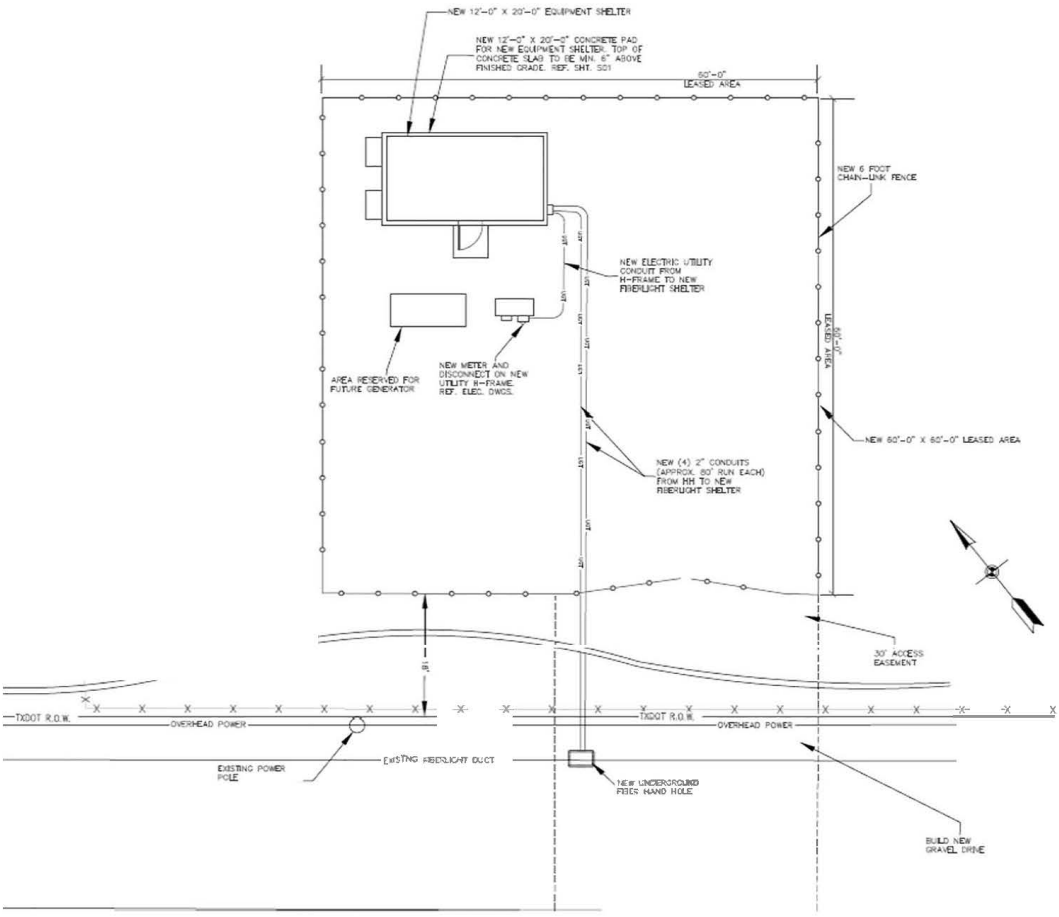
LANDMARK SURVEYORS, LLC.
TX FIRM REGISTRATION NO. 10098600

4238 I-35 NORTH
DENTON, TEXAS 76207
(940) 382-4016
FAX (940) 387-8781

B.L. = BUILDING LINE
C/P = CONCRETE PATIO/PORCH
C/S = SANITARY SEWER CLEANOUT
C/W = CONCRETE SIDEWALK
E/B = ELECTRIC BOX
F.I.R. = YOUND IRON ROD
G/M = GAS LINE MARKER
P.P. = POWER POLE
S/P. = SERVICE POLE
STM MH=STORM SEWER MANHOLE
W/S = WOOD DECK
W/V = WATER VALVE
FENCE ----x----
CATV = CABLE TV BOX
C/D = CONCRETE DRIVE
C/P = CONCRETE PATIO/PORCH
D.E. = DRAINAGE EASEMENT
E/M = ELECTRIC METER
FOC = FIBER OPTIC CABLE
L/P = LIGHT POLE
S.I.R = SET CAPPED 1/2" RPLS 4561 IRON ROD
SSMH = SANITARY SEWER MANHOLE
TEL. PED. = TELEPHONE BOX
W/M = WATER METER
U.E. = UTILITY EASEMENT
OVERHEAD POWER LINE ——OH——

DRAWN BY: BTH
SCALE: 1"=20'
FREEDOM TITLE G.F. NO. 230672608PM-LM
DATE: 16 NOVEMBER, 2022 JOB NO: 220670

EXHIBIT "B"
Concept Drawing of the Private Improvements



TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0227-__

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

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

WHEREAS, the Town Council has been presented with a an amendment to a Work Order Authorization Agreement for professional engineering services for the Denton County Bond Street work (hereinafter the "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of February, 2023.

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

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0227-__

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of February, 2023.

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

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER	PAGE 1 OF 47

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W9126G23Q0010	08-Feb-2023

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	DAISY CIARLARIELLO	817-886-6592	10:00 AM 09 Mar 2023

9. ISSUED BY CODE W9126G

US ARMY CORPS OF ENGINEERS FORT WORTH
819 TAYLOR ST, CT OFC RM 2A17
FORT WORTH TX 76102-0300

TEL:
FAX: (817) 886-6403

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

- [ ] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] HUBZONE SMALL BUSINESS
- [ ] EDWOSB
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] 8(A)

NAICS: 922120

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE 967431

LEWISVILLE PROJECT OFC
ROB JORDAN
1801 N MILL STREET
LEWISVILLE TX 75057-3153
TEL: (469)645-9107 FAX: (469)645-9101

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)* TEL: EMAIL:	31c. DATE SIGNED

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY23 Increased Law Enforcement FFP The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract. FOB: Destination PSC CD: R499				
				NET AMT	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 14-MAY-2023 TO 12-SEP-2023	N/A	LEWISVILLE PROJECT OFC ROB JORDAN 1801 N MILL STREET LEWISVILLE TX 75057-3153 (469)645-9107 FOB: Destination	967431

CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES
LEWISVILLE LAKE 2023
HICKORY CREEK POLICE DEPARTMENT

COST PROPOSAL

LABOR COST:

Salary Analysis for 2023 lake patrol based on average overtime rates of all patrolmen and sergeants projected to perform work on this contract, 472 hours.

Average Overtime Rate Salary	$ _____per hour
Total Number of Contract hours	472 Hours
TOTAL Labor Cost per Overtime Hour	**$** _____

VEHICLE COST:

Average number of contract mileage	_____ miles
2023 GSA reimbursement rate	$.56 per mile
TOTAL Vehicle Cost	**$**_____

CONTRACT SUMMARY:

Labor Cost per Man-Hour	**$**_____
Vehicle Cost	**$**_____
TOTAL COST/HOUR	**$**_____
TOTAL CONTRACT PRICE	**$**_____

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Hickory Creek Police Department
Lewisville Lake
2023

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

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

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

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 29 April 2023 (Saturday) through 10 September 2023 (Sunday), for a total of 504 patrol hours, further specified in Appendices A, B, and C to this PWS. Effective start date is 29 April 2023 (Saturday) **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 Appendices A, B and C)

1.4 General Information

1.4.1 Quality Control (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Appendix D). The summary will be completed daily and submitted at the close of the 1st and 15th of each month to the Corps of Engineers representative listed in paragraph 1.4.11 of this plan. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

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

1.4.4 Hours of Operation: [Not applicable]

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

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

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

1.4.7.1 General Protection/Security Policy and Procedures:

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

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

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

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

1.4.8 Special Qualifications: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission of Law Enforcement Officer Standards and Education. TCLEOSE standards meet or exceed E-verify and background check requirements established by the Department of Homeland Security. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract.

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

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

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

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

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

1.4.14 Contractor Travel (Not applicable):

1.4.15 Data Rights (Not applicable)

1.4.16 Organizational Conflict of Interest: (Not applicable)

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

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

1.6.2 Equipment: The Contractor shall provide all patrol vehicles required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

2.0 MISCELLANEOUS PROVISIONS:

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

TECHNICAL EXHIBIT 1

Performance Requirements Summary

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

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas. (see sec. 1.2)	The contractor provided visible and verifiable presence and actions in the designated areas at the specified days and times. (See sec. 1.3 & 1.4)	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government. (see sec. 1.4.11)	Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QA POC, as will Law Enforcement Park Logs signed by Officers serving under this contract to ensure accuracy prior to authorizing payment. (see sec. 1.4.2)

TECHNICAL EXHIBIT 2

Deliverables Schedule Summary

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
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	Hard Copy or FAX	1.US Army Corps of Engineers Lewisville Lake 1801 N. Mill Street, Lewisville, TX 75057 ATTN: Rob Jordan/Sallie Wilson FAX:469-645-9101 2. USACE Finance Center Attn: CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005 FAX:901/874-8533
Daily Enforcement Action Summaries	Submit to USACE Lewisville Lake on **1st and 15th of every month contract services are performed**. ATTN: Rob Jordan/ Dax Hall Dax.p.hall@usace.army.mil			(see sec. 1.4.2 & 1.4.13) Dax Hall Email: **Dax.p.hall@usace.army.mil**

APPENDIX A

PERFORMANCE WORK STATEMENT (PWS)

PATROL SCHEDULE

FY 2023

DAY OF WEEK	TIME	HOURS	VEHICLES	OFFICERS
FRIDAY	1430-2300	8	1	1
SATURDAY	1430-2300	8	1	1
SUNDAY	1430-2300	8	1	1
JULY 4th (Tuesday)	**1430-2300**	**8**	**1**	**1**
HOLIDAYS on Mondays (Includes Memorial Day, Independence Day, Labor Day and Juneteenth)	**1130-2000**	**8**	**1**	**1**

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

Contract begins on 29 April, 2023 (Saturday) with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through 10 September, 2023 (Sunday) to complete the agreement. Only select Federal Holidays as noted will be included in this agreement.

APPENDIX B

PERFORMANCE WORK STATEMENT (PWS)

HOURS BY MONTH

FY 2023

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

April: 8 hrs x **2** = **16**

May: 8 hrs x **13** = **104**
(includes Memorial Day)

June: 8 hrs x **14** = **112**
(includes Juneteenth)

July: 8 hrs x **16** = **128**
(includes Independence Day)

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

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

Total Hours = 512

APPENDIX C

PERFORMANCE WORK STATEMENT (PWS)

SCHEDULE OF DAYS WORKED BY MONTH

FY 2023

(64 Days Total)

April: 29**,** 30 = **2 days**

MAY: 5-7, 12-14, 19-21, 26-29 (Includes Memorial Day) = **13 days**

JUNE: 2-4, 9-11, 16-19, 23-25, 30 (Includes Juneteenth) = **14 days**

JULY: 1-4 (Includes Independence Day), 7-9, 14-16, 21-23, 28-30= **16 days**

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

SEPTEMBER: 1-4 (Includes Labor Day), 8-10= **7 days**

TOTAL : 64 DAYS

APPENDIX D

Hickory Creek Police Department Law Enforcement Log

***** For all arrests, citations, warnings and evictions include details *****

Officer Name/Number:_____ Date:_____

Location	Time Arrived	Time Departed	Notes

***** For all arrests, citations, warnings and evictions include details *****

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 922120.

(2) The small business size standard is .

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

( ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

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

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

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

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

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

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $92,319, the provision with its Alternate II applies.

(C) If the acquisition value is $92,319 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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

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

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

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

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

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

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

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

"Small business concern"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [___] is, [___] is not a small business concern; or

(ii) It [___] is, [___] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___]

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [___] is, [___] is not a service-disabled veteran-owned small business concern; or

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .]

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

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

___

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

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

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

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

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

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

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

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

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

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

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

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
___	___	___
___	___	___
___	___	___

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
___
___
___

[List as necessary]

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

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

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

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

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

Line Item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
___	___	___
___	___	___
___	___	___

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.
___
___
___

[List as necessary]

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

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.
___
___
___

[List as necessary]

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

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

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

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

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin
___	___
___	___
___	___

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

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

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

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

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

(2) (___) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: ----------.

(___) TIN has been applied for.

(___) TIN is not required because:

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

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

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

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

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

(___) Corporate entity (tax-exempt);

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

(___) Foreign government;

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

(___) Other ----------.

(5) Common parent.

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

(___) Name and TIN of common parent:

Name - ___ .
TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ___ .

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

(i) It [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [___] does, [___] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-6.

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (NOV 2016) of 52.219-9.

____ (iii) Alternate II (NOV 2016) of 52.219-9.

____ (iv) Alternate III (JUN 2020) of 52.219-9.

____ (v) Alternate IV (SEP 2021) of 52.219-9.

____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of 52.219-13.

____ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

____ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

____ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

____ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

____ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

____ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

____ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

____ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

____ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (JUN 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

____ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I [Reserved].

____ (iii) Alternate II (DEC 2022) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

_____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

_____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).

(xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Cyber incident reporting requirement.

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

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

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

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

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber

incidents. For information on obtaining a DoD-approved medium assurance certificate, see https://public.cyber.mil/eca/.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

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

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

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

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

(2) Require subcontractors to--

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

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

(End of clause)

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

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

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

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

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

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

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means--

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

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

(d) Reporting.

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

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

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

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

(a) Definitions. As used in this provision -

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

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

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

Person means -

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

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

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

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

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

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

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

(End of provision)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Daniel W. Simms
Director

Division of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5227
Revision No.: 19
Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.15 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 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders
is available at www.dol.gov/whd/govcontracts.

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.91
01012 - Accounting Clerk II		20.09
01013 - Accounting Clerk III		22.48
01020 - Administrative Assistant		30.16
01035 - Court Reporter		24.85
01041 - Customer Service Representative I		14.56***
01042 - Customer Service Representative II		15.89***
01043 - Customer Service Representative III		17.83
01051 - Data Entry Operator I		15.34***
01052 - Data Entry Operator II		16.74
01060 - Dispatcher, Motor Vehicle		21.36
01070 - Document Preparation Clerk		17.59
01090 - Duplicating Machine Operator		17.59
01111 - General Clerk I		14.07***
01112 - General Clerk II		15.35***
01113 - General Clerk III		17.23

01120 - Housing Referral Assistant	22.61
01141 - Messenger Courier	15.72***
01191 - Order Clerk I	16.47
01192 - Order Clerk II	17.96
01261 - Personnel Assistant (Employment) I	18.12
01262 - Personnel Assistant (Employment) II	20.27
01263 - Personnel Assistant (Employment) III	22.60
01270 - Production Control Clerk	24.46
01290 - Rental Clerk	15.30***
01300 - Scheduler, Maintenance	18.13
01311 - Secretary I	18.13
01312 - Secretary II	20.28
01313 - Secretary III	22.61
01320 - Service Order Dispatcher	17.86
01410 - Supply Technician	30.16
01420 - Survey Worker	17.70
01460 - Switchboard Operator/Receptionist	15.15***
01531 - Travel Clerk I	17.18
01532 - Travel Clerk II	18.47
01533 - Travel Clerk III	19.82
01611 - Word Processor I	16.67
01612 - Word Processor II	18.71
01613 - Word Processor III	20.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.76
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.88
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter, Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	14.44***
05400 - Transmission Repair Specialist	22.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.99***
07041 - Cook I	13.94***
07042 - Cook II	16.01***
07070 - Dishwasher	11.57***
07130 - Food Service Worker	12.89***
07210 - Meat Cutter	13.60***
07260 - Waiter/Waitress	10.19***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.86
09040 - Furniture Handler	10.61***
09080 - Furniture Refinisher	16.85
09090 - Furniture Refinisher Helper	13.04***
09110 - Furniture Repairer, Minor	15.16***
09130 - Upholsterer	16.57
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.95***
11060 - Elevator Operator	13.31***
11090 - Gardener	22.18
11122 - Housekeeping Aide	13.49***
11150 - Janitor	13.49***
11210 - Laborer, Grounds Maintenance	16.51
11240 - Maid or Houseman	12.68***
11260 - Pruner	14.59***

11270 - Tractor Operator	20.29
11330 - Trail Maintenance Worker	16.51
11360 - Window Cleaner	15.26***
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	22.11
12012 - Certified Occupational Therapist Assistant	37.42
12015 - Certified Physical Therapist Assistant	36.98
12020 - Dental Assistant	20.87
12025 - Dental Hygienist	40.23
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	19.76
12072 - Licensed Practical Nurse II	22.11
12073 - Licensed Practical Nurse III	24.65
12100 - Medical Assistant	17.79
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	20.05
12190 - Medical Record Technician	22.43
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	43.82
12221 - Nursing Assistant I	12.89***
12222 - Nursing Assistant II	14.48***
12223 - Nursing Assistant III	15.80***
12224 - Nursing Assistant IV	17.75
12235 - Optical Dispenser	19.50
12236 - Optical Technician	16.72
12250 - Pharmacy Technician	17.84
12280 - Phlebotomist	17.79
12305 - Radiologic Technologist	30.27
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II, Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III, Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	27.40
12320 - Substance Abuse Treatment Counselor	23.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33***
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	17.58
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
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	17.84
13110 - Video Teleconference Technician	22.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	22.19

14042 - Computer Operator II		24.81
14043 - Computer Operator III		27.68
14044 - Computer Operator IV		32.84
14045 - Computer Operator V		36.34
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		22.19
14160 - Personal Computer Support Technician		32.84
14170 - System Support Specialist		42.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.04
15020 - Aircrew Training Devices Instructor (Rated)		41.90
15030 - Air Crew Training Devices Instructor (Pilot)		48.41
15050 - Computer Based Training Specialist / Instructor		35.04
15060 - Educational Technologist		36.68
15070 - Flight Instructor (Pilot)		48.41
15080 - Graphic Artist		25.79
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.41
15086 - Maintenance Test Pilot, Rotary Wing		48.41
15088 - Non-Maintenance Test/Co-Pilot		48.41
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		11.05***
16030 - Counter Attendant		11.05***
16040 - Dry Cleaner		14.20***
16070 - Finisher, Flatwork, Machine		11.05***
16090 - Presser, Hand		11.05***
16110 - Presser, Machine, Drycleaning		11.05***
16130 - Presser, Machine, Shirts		11.05***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.05***
16190 - Sewing Machine Operator		15.05***
16220 - Tailor		16.19***
16250 - Washer, Machine		12.15***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.10
19040 - Tool And Die Maker		25.34
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.03
21030 - Material Coordinator		24.46
21040 - Material Expediter		24.46
21050 - Material Handling Laborer		14.93***
21071 - Order Filler		16.03***
21080 - Production Line Worker (Food Processing)		18.03
21110 - Shipping Packer		17.59
21130 - Shipping/Receiving Clerk		17.59
21140 - Store Worker I		13.03***
21150 - Stock Clerk		18.88
21210 - Tools And Parts Attendant		18.03
21410 - Warehouse Specialist		18.03
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		39.23
23019 - Aircraft Logs and Records Technician		31.86
23021 - Aircraft Mechanic I		37.41
23022 - Aircraft Mechanic II		39.23
23023 - Aircraft Mechanic III		41.04

23040 - Aircraft Mechanic Helper	26.84
23050 - Aircraft, Painter	35.52
23060 - Aircraft Servicer	31.86
23070 - Aircraft Survival Flight Equipment Technician	35.52
23080 - Aircraft Worker	33.70
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.70
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	37.41
23110 - Appliance Mechanic	21.51
23120 - Bicycle Repairer	20.03
23125 - Cable Splicer	30.31
23130 - Carpenter, Maintenance	21.31
23140 - Carpet Layer	19.04
23160 - Electrician, Maintenance	23.75
23181 - Electronics Technician Maintenance I	26.71
23182 - Electronics Technician Maintenance II	28.15
23183 - Electronics Technician Maintenance III	29.65
23260 - Fabric Worker	26.87
23290 - Fire Alarm System Mechanic	23.76
23310 - Fire Extinguisher Repairer	20.03
23311 - Fuel Distribution System Mechanic	22.56
23312 - Fuel Distribution System Operator	17.69
23370 - General Maintenance Worker	19.91
23380 - Ground Support Equipment Mechanic	37.41
23381 - Ground Support Equipment Servicer	31.86
23382 - Ground Support Equipment Worker	33.70
23391 - Gunsmith I	20.03
23392 - Gunsmith II	23.01
23393 - Gunsmith III	25.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.53
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.67
23430 - Heavy Equipment Mechanic	28.14
23440 - Heavy Equipment Operator	22.58
23460 - Instrument Mechanic	27.95
23465 - Laboratory/Shelter Mechanic	24.25
23470 - Laborer	14.93***
23510 - Locksmith	23.89
23530 - Machinery Maintenance Mechanic	25.75
23550 - Machinist, Maintenance	22.70
23580 - Maintenance Trades Helper	16.50
23591 - Metrology Technician I	27.95
23592 - Metrology Technician II	29.30
23593 - Metrology Technician III	30.67
23640 - Millwright	27.21
23710 - Office Appliance Repairer	19.70
23760 - Painter, Maintenance	18.11
23790 - Pipefitter, Maintenance	26.55
23810 - Plumber, Maintenance	25.20
23820 - Pneudraulic Systems Mechanic	25.54
23850 - Rigger	26.09
23870 - Scale Mechanic	23.01
23890 - Sheet-Metal Worker, Maintenance	23.02
23910 - Small Engine Mechanic	20.45
23931 - Telecommunications Mechanic I	29.53
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	25.89
23960 - Welder, Combination, Maintenance	22.42
23965 - Well Driller	22.66
23970 - Woodcraft Worker	25.54
23980 - Woodworker	20.03

24000 - Personal Needs Occupations	
24550 - Case Manager	18.31
24570 - Child Care Attendant	11.76***
24580 - Child Care Center Clerk	14.66***
24610 - Chore Aide	11.04***
24620 - Family Readiness And Support Services Coordinator	18.31
24630 - Homemaker	18.31
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.73
25040 - Sewage Plant Operator	22.35
25070 - Stationary Engineer	27.73
25190 - Ventilation Equipment Tender	19.37
25210 - Water Treatment Plant Operator	22.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.33
27007 - Baggage Inspector	14.34***
27008 - Corrections Officer	24.04
27010 - Court Security Officer	26.82
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	24.04
27070 - Firefighter	29.61
27101 - Guard I	14.34***
27102 - Guard II	16.92
27131 - Police Officer I	33.25
27132 - Police Officer II	36.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.13***
28042 - Carnival Equipment Repairer	16.53
28043 - Carnival Worker	10.88***
28210 - Gate Attendant/Gate Tender	15.60***
28310 - Lifeguard	11.19***
28350 - Park Attendant (Aide)	17.45
28510 - Recreation Aide/Health Facility Attendant	12.73***
28515 - Recreation Specialist	21.27
28630 - Sports Official	13.89***
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.04
29020 - Hatch Tender	29.04
29030 - Line Handler	29.04
29041 - Stevedore I	27.45
29042 - Stevedore II	30.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.62
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.78
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	33.88
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.42
30051 - Cryogenic Technician I	29.26
30052 - Cryogenic Technician II	32.32
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40

30086 - Engineering Technician VI		40.41
30090 - Environmental Technician		25.52
30095 - Evidence Control Specialist		26.42
30210 - Laboratory Technician		25.44
30221 - Latent Fingerprint Technician I		26.76
30222 - Latent Fingerprint Technician II		29.57
30240 - Mathematical Technician		33.58
30361 - Paralegal/Legal Assistant I		19.49
30362 - Paralegal/Legal Assistant II		24.15
30363 - Paralegal/Legal Assistant III		29.54
30364 - Paralegal/Legal Assistant IV		35.74
30375 - Petroleum Supply Specialist		32.32
30390 - Photo-Optics Technician		27.75
30395 - Radiation Control Technician		32.32
30461 - Technical Writer I		25.69
30462 - Technical Writer II		31.42
30463 - Technical Writer III		38.01
30491 - Unexploded Ordnance (UXO) Technician I		28.36
30492 - Unexploded Ordnance (UXO) Technician II		34.32
30493 - Unexploded Ordnance (UXO) Technician III		41.13
30494 - Unexploded (UXO) Safety Escort		28.36
30495 - Unexploded (UXO) Sweep Personnel		28.36
30501 - Weather Forecaster I		29.26
30502 - Weather Forecaster II		35.59
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.97
30621 - Weather Observer, Senior	(see 2)	26.42
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		34.32
31020 - Bus Aide		14.95***
31030 - Bus Driver		21.81
31043 - Driver Courier		17.15
31260 - Parking and Lot Attendant		10.91***
31290 - Shuttle Bus Driver		18.53
31310 - Taxi Driver		13.24***
31361 - Truckdriver, Light		18.75
31362 - Truckdriver, Medium		20.37
31363 - Truckdriver, Heavy		23.34
31364 - Truckdriver, Tractor-Trailer		23.34
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		16.73
99030 - Cashier		11.33***
99050 - Desk Clerk		12.89***
99095 - Embalmer		24.05
99130 - Flight Follower		28.36
99251 - Laboratory Animal Caretaker I		13.62***
99252 - Laboratory Animal Caretaker II		14.89***
99260 - Marketing Analyst		37.40
99310 - Mortician		26.46
99410 - Pest Controller		23.68
99510 - Photofinishing Worker		14.89***
99710 - Recycling Laborer		20.02
99711 - Recycling Specialist		24.59
99730 - Refuse Collector		17.69
99810 - Sales Clerk		13.65***
99820 - School Crossing Guard		12.69***
99830 - Survey Party Chief		29.37
99831 - Surveying Aide		17.60
99832 - Surveying Technician		22.55
99840 - Vending Machine Attendant		17.05
99841 - Vending Machine Repairer		20.93
99842 - Vending Machine Repairer Helper		17.01

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20 per hour) or 13658 ($12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.80 per hour, up to 40 hours per week, or $192.00 per week or $832.00 per month

HEALTH & WELFARE EO 13706: $4.41 per hour, up to 40 hours per week, or $176.40 per week, or $764.40 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))."

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0227-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY ADOPTING A MASTER APPLICATION AND FEE SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek (the ATown@), 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 consolidate and amend the existing fee schedules of the Town related to Animal Control Fees, Alarm Related Fees, Business Related Fees, Parks and Recreation Fees, Commercial Building Fees, Development Fees, Residential Building Fees, and Right of Way Management Fees; and

WHEREAS, those fees are listed in the *Master Application and Fee Schedule* attached hereto as Exhibit A.

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

Section 1: The Town Council finds that the fees listed in the *Master Application and Fee Schedule* attached hereto as Exhibit A are hereby adopted.

Section 2. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of February, 2023.

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

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

TOWN OF HICKORY CREEK MASTER APPLICATION AND FEE SCHEDULE

Adopted February 27, 2023

ADMINISTRATIVE MISCELLANEOUS FEES

Type:		Fee
Beer and Wine Retailer Off-Premises Sales Permit		$30
Credit Card Processing Fee		3%
Motorized Cart Permit	Two Year Permit	$25
Newsletter Advertising	1/10 page per issue 1/8 page per issue 1/5 page per issue 1/4 page per issue	$20 $25 $40 $50
Police Report		$6
Public Information Request	Charges to recover costs associated with public information requests shall be assessed in accordance per the Texas Administrative Code, Title 1, Part 3, Chapter 70, Rule 70.3, Charges for Providing Copies of Public Information	
Returned Check Fee		$50
Town Hall Facility Rental Fee		$50 per hour

ANIMAL CONTROL FEES

Adoption	Cat Dog	$120 $150
Animals in Excess	Per animal in addition to Annual Registration Fee	$10
Annual Registration		No Charge
Holding	In addition to Impoundment Fee	$20 Daily
Impoundment	1st Impoundment 2nd Impoundment 3rd Impoundment	$25 $50 $75
Owner Release	Hickory Creek Residents Only	$250
Quarantine	In addition to Impoundment Fee	$20 Daily

ALARM RELATED FEES

Residential Permit	One-time Annual	No Charge No Charge
Commercial Permit	Annual	$75
False Alarm Penalty	1 -3 per alarm call within 12 months 4-5 6-7 8	No Charge $50 $75 $100

BUSINESS RELATED FEES

Type:		Fee
Commercial Use of Boat Ramps and Boat Docks	Annual Use Fee per vessel or four jet skis Annual Use Fee per vessel or Four jet skis Second and Subsequent	$10,000 $5,000
Commercial Use of Boat Ramps for Fishing Charters	Annual Use Fee Annual Launch Fee per trailer	$1,250 $500
Oil and Gas Well	Application Fee Notification Letters Yearly Inspection Fee	$10,000 $6 per letter $3,000
Overweight Vehicle exceeding 15,000 lbs.	Daily Permit Monthly Permit Yearly Permit	$125 per vehicle $300 per vehicle $2,000 per vehicle
Short Term Rental Permit	Annual	$1,500
Solicitor's Permit	 Each additional person	$75 $25
Towing Service Permit		$15
Towing Service Maximum Fee	Car weighing up to 10,000 lbs. Car weighing more than 10,000 but less than 25,000 lbs. Car weighing more than 25,000 lbs. per unit with a total maximum	$255 $357 $459 $918

PARKS AND RECREATION FEES

Boat Ramp	Daily Use Pass Hickory Creek Resident Annual Pass Hickory Creek Resident Annual Pass Second and Subsequent Non-Resident Annual Pass	$10 $0 $100 $100
Camp Site		$20 Daily
Day Use	Vehicle Fee Hickory Creek Resident Annual Pass Hickory Creek Resident Annual Pass Third and Subsequent Non-Resident Annual Pass	$5 $0 $25 $25
Pavilion	Rental Fee Cleaning Fee	$75 $50 (Refundable)

COMMERCIAL BUILDING FEE SCHEDULE

Permit fees for any project valued in excess of $5,000 will be assessed according to the building permit fee table. Permit fees are valid 180 days from issue date.

Commercial Permit Type:	Method of Calculation	Min. Fee
Appeals to Board of Adjustment	Flat Fee	$500
Continuance requested by applicant after public notice publication	Flat Fee	$100
Certificate of Occupancy	Flat Fee	$500
Attached Concrete	Flat Fee	$225
Freestanding Concrete	Flat Fee	$200
Contractor Registration (Electricians, HVAC/R and Plumbers exempt from fee only)	Flat Fee	$75
Drainage Permit	Flat Fee	$250
Excavation		
Paved Area	Flat Fee	$500
No Pavement	Flat Fee	$50
Fence (new or replacement of more than 50%)	Flat Fee	$150
Food Establishment Permit	Annual Additional Inspection	$460 $125
Irrigation Permit	Flat Fee	$500
Inspections Electrical, plumbing or mechanical, etc. All additional reinspections, or red tags, each. (Fee due before next inspection may be scheduled.	Flat Fee Flat Fee	$125 $75
Removal	Flat Fee	$500
Occasional Sale or Event	Flat Fee	$50
Signs		
Non-Illuminated	Flat Fee	$50
Illuminated	Flat Fee	$150
Temporary Construction and Sales	Flat Fee	$100
Temporary Banner or Sales	Flat Fee	$50
Special Use Permit	Flat Fee	$500
Temporary Construction or Sales Building, or Material Storage Area	Flat Fee, each	$100
Temporary Merchandise Storage Container Each	Flat Fee	$50 per month
Water Well	Flat Fee	$300
Unpermitted Work Fee	Underlying Permit Fee x 2	$200

COMMERCIAL BUILDING FEE TABLE

Total Project Valuation:	Fee:
5,001.00 to 25,000.00	$125.00 for the first $5,000 plus 15.00 for each additional $1,000, or fraction thereof, to and including 25,000
$25,001.00 to $50,000.00	$425.00 for the first $25,000 plus $11.00 for each additional $1,000, or fraction thereof, to and including $50,000
$50,001.00 to $100,000.00	$700.00 for the first $50,000 plus $7.50 for each additional $1,000, or fraction thereof to and including $100,000
$100,001.00 to $500,000.00	$1075.00 for the first $100,000 plus $6.25 for each additional $1,000, or fraction thereof to and including $500,000
$500,001.00 to $1,000,000.00	$3575.00 for the first $500,000 plus $5.25 for each additional $1,000 or fraction thereof, to and including $1,000,000
$1,000,000.00 and up	$6200.00 for the first $1,000,000 plus $3.50 for each additional $1,000, or fraction thereof.
Plan Review Fee	65% of Building Permit Fee
Plan Revision Fee	Flat Fee $250

DEVELOPMENT FEE SCHEDULE

Site Plans and Platting:	Method of Calculation	Min. Fee
Predevelopment Conference	20% of Projected Value Maximum Fee	$150 $2000
Preliminary, Final Plat or Replat	Flat Fee	$850
Site and Landscape Plan Review Residential Development Multi-Family Non-Residential Development	Base Fee Per Lot Per Unit Per Acre	$1500 $50 $25 $200
Engineering Review Fees Third and Subsequent Reviews	Percentage of Actual Cost	120%
Infrastructure Inspection Fee	% of Certified Construction Costs	2%
Landscaping Fees Residential Development Non-Residential Development	 Per Lot or Unit Per Acre	 $25 $150
Zoning Changes	Base Fee Per Acre Maximum Fee	$600 $50 $3000
Protected Tree Removal, Vacant Lot With Replacement Without Replacement Maximum per lot	 Per Tree Per Tree Flat Fee	 $100 $250 $1500

RESIDENTIAL BUILDING FEE SCHEDULE

Permits are valid for 180 days from issue date.

Residential Permit Type:	Method of Calculation	Min. Fee
New Residential	$3.50 per square foot under roof	$1,000
Multi-Family	$2.25 per square foot under roof	$1,000
Altered Residential	$2.60 per altered square foot under roof	$125
Altered Multi-Family	$1.75 per altered square foot under roof	$125
Plan Revision Fee	$2.00 per square foot under roof	$200
Accessory Building, unattached, no utilities, less than 30 inches above grade		
Under 120 sq. ft.	Flat Fee	$60
120 to 200 sq. ft.	Flat Fee	$120
Accessory Building, attached or unattached, with utilities, under 200 square feet or 30 inches above grade	$1.50 per square foot under roof	$200
Outdoor Living Structure under 30 inches above grade and without utilities.	$1.00 per square foot	$200
Outdoor Living Structure over 30” above grade or with utilities.	$1.00 per square foot	$225
Appeals to Board of Adjustment	Flat Fee	$500
Continuance requested by applicant after public notice publication	$2.00 per letter	$75
Certificate of Occupancy, Single Family Dwelling	Flat Fee	$250
Attached Concrete	Flat Fee	$225
Freestanding Concrete	Flat Fee	$200
Foundation Repair	Flat Fee	$200
Contractor Registration (Electricians, HVAC/R and Plumbers exempt from fee only)	Flat Fee	$75
Removal	Flat Fee	$150
Drainage Permit	Flat Fee	$100
Mechanical Permit (HVAC)	Flat Fee	$300
Mechanical Permit (Plumbing, Electrical, Etc.)	Flat Fee	$150
All additional, reinspections, or red tags, unless noted otherwise, each.	Flat Fee	$100

Residential Permit Type:	Method of Calculation	Min. Fee
(Fee due before next inspection may be scheduled)		
Fence (new or replacement of more than 50%)	Flat Fee	$50
Expired Permit Re-Issue	Underlying Permit Fee x .5	
Subdivision Perimeter Permit	$1.00 per linear foot	$150
Irrigation Permit	Flat Fee	$250
Occasional (Private Garage) Sale	Flat Fee	$0
Retaining Wall Permit, under 4 feet	Flat Fee	$100
Retaining Wall Permit, over 4 feet	Flat Fee	$125
Roofing Permit	Flat Fee	$150
Septic System, New	Flat Fee	$425
Repair to existing system	Flat Fee	$150
Inspections for substantiated complaints	Flat Fee	$150
Inspections for unsubstantiated complaints	Flat Fee	$0
Solar Permit	Flat Fee	$300
Spa Permit	Flat Fee	$200
In-Ground Pool Permit	Flat Fee	$850
Above-Ground Pool Permit	Flat Fee	$200
Decking	Flat Fee	$150
Unpermitted Work Fee	Underlying Permit Fee x 2	
Denied Plan Review (every 3rd subsequent)	Flat Fee	$150

RIGHT OF WAY MANGEMENT FEES

Streets, Sidewalks and Other Public Places

Right-of- Way Type:	Method of Calculation	Min. Fee
Application Fee	Flat Fee	$100
Expedited Application Fee	Flat Fee	$250
Saturday Inspection Fee: each Saturday	Flat Fee	$200
Permit Expiration; each permit for incomplete work on expiration date if not extended	Flat Fee	$30
Electronic maps submittal fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2 hour minimum)	$80 per hour	$160
Registration; per user; per year	Flat Fee	$50
Inspection Fee	$1/LF or $150/day of anticipated construction time, whichever is greater	
Small Cell Application Fee (This penalty shall not exceed and is capped by statutory limits.	1-5 Network Nodes Each Additional Network Node Per Pole	$500 $250 $1000
Small Cell User Fee (This penalty shall not exceed and is capped by statutory limits.	Each Network Node; Annually Per Pole; Per Year Per Pole	$250 $20 for town pole attachment

Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (Per day)			
		31-75 days	79-90 days	90-100 days	>100 days
Sidewalk	Per sq. foot	$0.0026	$0.0052	$0.0078	$0.0104
Driveway	Per each	$39.00	$78.00	$117.00	$156.00

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0227-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN EQUIPMENT LEASE AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND NDS LEASING, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Equipment Lease for a multifunction printer and maintenance service (hereinafter the "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of February, 2023.

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

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

February 15, 2023
AVO 37638.200

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

RE: The Learning Experience – Site, Landscape, Construction Plans
3rd Review

Dear Ms. Chaudoir:

Halff Associates received a request from the Town of Hickory Creek to review Site, Landscape, and Construction Plans for The Learning Experience on January 13, 2023. The surveyor/engineer is McAdams. The owner/applicant is Cornelius Center Investors.

2nd Review Submittal Received: February 10, 2023
3rd Review Submittal Received: February 14, 2023

Halff has reviewed the Site, Landscape, and Construction Plans and offers the following comments.

General

1. The site is located within Lot 1, Block A of the Adams Cliff Addition. The plat and overall drainage plan for the development was approved in the second half of 2018.
2. Site and Construction plans must be on 22" x 34" sheets for half size reduction to 11" x 17".
   2nd Review: Addressed.
3. Update the legend to reflect symbols and line styles used on the sheet. E.g., the pavement patterns are not defined in the legend.
   2nd Review: Addressed.

Site Plan

1. The Site Plan sheet must include a Vicinity Map.
   2nd Review: Addressed.
2. In the Site Data Table, include the number required by zoning. Indicate the basis of required parking. The most applicable comparable use is elementary school, which requires one space per classroom plus 4 spaces per 1,000 square feet of the largest assembly space such as gym, auditorium, etc.
   2nd Review: Addressed.
3. Please include the zoning for all adjacent properties.
   2nd Review: Addressed.
4. Dimension the distance between the proposed driveways and the distance from each driveway to the nearest driveway or street.
   2nd Review: Addressed.
5. Include the size and height of the proposed monument sign.
   2nd Review: Addressed.
6. Dimension the throat widths of the driveways.
   2nd Review: Addressed.
7. Dimension the overall length and width of the building.

HALFF ASSOCIATES, INC.
4000 FOSSIL CREEK BOULEVARD
FORT WORTH, TX 76137-2720
TEL (817) 847-1422
FAX (817) 232-9784
WWW.HALFF.COM

2nd Review: Addressed.

8. What type of fence/wall is existing and remaining on the southern boundary? Demonstrate that it meets the screening requirements of C-1 zoning adjacent to residential (8-foot tall solid masonry).
   2nd Review: Applicant notes the adjacent land, while zoned residential, is used for a gas well site and therefore intends to keep the existing chain link fence in place, rather than constructing a solid fence. The governing ordinance (Chapter 14, Article VIII, Section 3(2)) states, "All commercial areas adjacent to residential areas shall be separated from the residential area by the erection of a sight barrier fence which must be a minimum of eight feet in height, fully opaque, and constructed of 100 percent masonry materials." While the adjacent land is currently used for a gas well site, the zoning of the land is SF-3, making it a residential area. It is my opinion the ordinance requires the solid masonry screening fence, and any variance from that requirement would have to be appealed to the Board of Adjustment.
   3rd Review: Addressed.
9. Include sizes and types of inlets and storm drain.
   2nd Review: Addressed.
10. Include the height and screening material for the dumpster enclosure.
    2nd Review: Addressed.
11. Delete the callout for "Furnish & Install: 1-Loading Zone and 2-ADA." Appears to be inadvertent and covering the acreage and lot number.
    2nd Review: Addressed.
12. Include a standard note about the site not being located within a FEMA flood plain.
    2nd Review: Note was added, but please include reference to the applicable map. Use a note similar to the example provided here:

    SUBJECT PROPERTY IS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR DALLAS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48121C0535 G, COMMUNITY–PANEL NO. 484450 0535 G, EFFECTIVE DATE: APRIL 18, 2011. ALL OF THE SUBJECT PROPERTY IS SHOWN TO BE LOCATED IN "ZONE X" ON SAID MAP. RELEVANT ZONES ARE DEFINED ON SAID MAP AS FOLLOWS:

    "ZONE X" – OTHER AREAS: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

    3rd Review: Addressed.
13. The Site Plan should include a title block in the lower right corner to include the subdivision name with block and lot number, area in acres, survey name and abstract, town and county, and preparation date.
    2nd Review: Applicant notes the information is provided in the right-hand title block. This is acceptable.

Landscape Plan

1. Please also cite the requirements for screening defined in 10.02.005(a)(1) and the requirement for 15% of the site to be landscaped, as defined in 10.02.004(b)(1). Demonstrate compliance for both.
   2nd Review: Addressed.

Construction Plans

Title Sheet

1. In the approval block, include a line for the Town Engineer and Public Works Director.
   2nd Review: Addressed.

Paving and Dimensional Control Plan

2. Dimension the driveway throat widths.
   2nd Review: Addressed.

Drainage Area Maps and Grading Plan

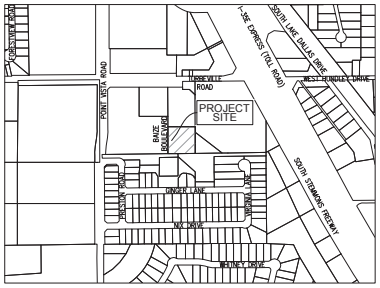
3. Correct C value and Time of Concentration to reflect existing undeveloped conditions.
   2nd Review: Addressed.
4. Provide grading for a swale at the top of the proposed retaining wall along the eastern boundary to collect and carry runoff to the south instead of falling over the face of the wall to the eastern property.
   2nd Review: Addressed.
5. Add and area inlet and grade to provide positive drainage in the southeast corner, and connect the inlet to the storm drain system. Area B.3 is shown to sheet flow south, but this would be concentrated flow along the eastern boundary. Also, the overall drainage plan for this development shows this area draining to the storm drain system, and not flowing to the neighboring property.
   2nd Review: Addressed.
6. Include the sizes of storm drain pipes and inlets.
   2nd Review: Addressed.

Sincerely,

HALFF ASSOCIATES, INC.
TBPELS Engineering Firm No. 312

Lee Williams, PE
Consulting Engineer for the Town of Hickory Creek

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



Vicinity Map 1"=600'

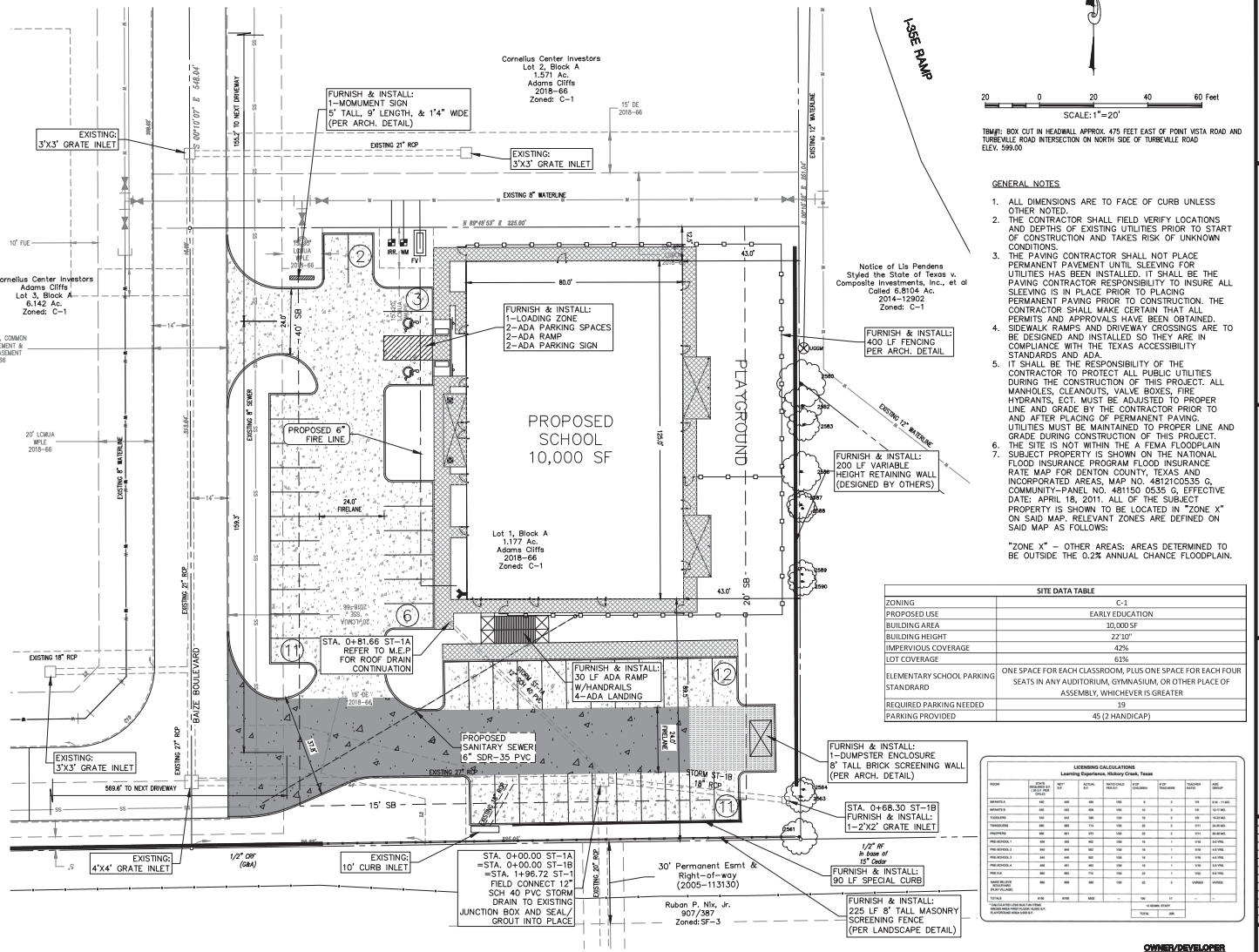
LEGEND

ABBREVIATIONS:

CRF	Capped Rebar Found	FG	Finished Grade
CRS	Capped Rebar Set	FF	Finished Floor
CP	Control Point	FP	Finished Pad
Mon.	Monument	FL	Flowline
BM	Benchmark	UE	Utility Easement
Ex TC	Existing Top of Curb	DE	Drainage Easement
Ex TP	Existing Top of Pavement	BL	Building Line
TC	Top of Curb	R.O.W.	Right-of-Way
G	Gutter	DR	Deed Records
PG	Proposed Grade	PR	Plat Records
TP	Grade at Top of Pavement	PAE	Pedestrian Access Easement
TA	Grade at Top of Asphalt	SB	Setback line
TW	Grade at Top of Wall	WLE	Waterline Easement
BW	Grade at Bottom of Wall	MAE	Mutual Access Easement
RW	Grade at Retaining Wall		
TG	Grade at Top of Grade		

LINES & SYMBOLS:

Existing:		Proposed:
500 501	Contours	500
	Asphalt Pavement	
	Wood Fence	
	Chain Link Fence	
	Wire Fence	
	Masonry Wall	
	Centerline of Creek, Swale, or Waterway	
W	Waterline	W
SS	Sanitary Sewer	SS
	Storm Sewer	
	Overhead Power	
E	Buried Power	E
G	Gas Line	G
FH	Fire Hydrant	
WV	Water Valve	
WM	Water Meter	
SSMH	Sanitary Sewer Manhole	
GW	Guy Wire	
LP	Light Pole	
PP	Power Pole	
	Tree	
	Benchmark	
	Sidewalk Hatch	
	Parking Hatch	
	Fire Lane Hatch	
	Loading & Dumpster Areas Hatch	



TBM#1: BOX CUT IN HEADWALL APPROX. 475 FEET EAST OF POINT VISTA ROAD AND TURBEVILLE ROAD INTERSECTION ON NORTH SIDE OF TURBEVILLE ROAD ELEV. 599.00

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHER NOTED.
2. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND TAKES RISK OF UNKNOWN CONDITIONS.
3. THE PAVING CONTRACTOR SHALL NOT PLACE PERMANENT PAVEMENT UNTIL SLEEVING FOR UTILITIES HAS BEEN INSTALLED. IT SHALL BE THE PAVING CONTRACTOR RESPONSIBILITY TO INSURE ALL SLEEVING IS IN PLACE PRIOR TO PLACING PERMANENT PAVING PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL PERMITS AND APPROVALS HAVE BEEN OBTAINED.
4. SIDEWALK RAMPS AND DRIVEWAY CROSSINGS ARE TO BE DESIGNED AND INSTALLED SO THEY ARE IN COMPLIANCE WITH THE TEXAS ACCESSIBILITY STANDARDS AND ADA.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ECT. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.
6. THE SITE IS NOT WITHIN THE A FEMA FLOODPLAIN
7. SUBJECT PROPERTY IS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48121C0535 G, COMMUNITY-PANEL NO. 481150 0535 G, EFFECTIVE DATE: APRIL 18, 2011. ALL OF THE SUBJECT PROPERTY IS SHOWN TO BE LOCATED IN "ZONE X" ON SAID MAP. RELEVANT ZONES ARE DEFINED ON SAID MAP AS FOLLOWS:

"ZONE X" – OTHER AREAS: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SITE DATA TABLE	
ZONING	C-1
PROPOSED USE	EARLY EDUCATION
BUILDING AREA	10,000 SF
BUILDING HEIGHT	22'10"
IMPERVIOUS COVERAGE	42%
LOT COVERAGE	61%
ELEMENTARY SCHOOL PARKING STANDRARD	ONE SPACE FOR EACH CLASSROOM, PLUS ONE SPACE FOR EACH FOUR SEATS IN ANY AUDITORIUM, GYMNASIUM, OR OTHER PLACE OF ASSEMBLY, WHICHEVER IS GREATER
REQUIRED PARKING NEEDED	19
PARKING PROVIDED	45 (2 HANDICAP)

LICENSING CALCULATIONS
Learning Experience, Hickory Creek, Texas

ROOM	GROSS SQUARE FEET (SEE NOTE 1)	REFT SQ. FT.	ACTUAL SQ.FT.	RATIO CHILD PER S.F.	# OF CHILDREN	# OF TEACHERS	TEACHER RATIO	AGE GROUP
INFANTS A	440	440	484	1:50	8	2	1:4	6 W. - 11 MO.
INFANTS B	880	880	968	1:50	16	2	1:8	12-17 MO.
TODDLERS	990	990	1089	1:50	18	2	1:9	18-23 MO.
TWOS/ZERS	990	990	1144	1:50	22	2	1:11	24-35 MO.
PRESYRTS	990	990	973	1:50	20	2	1:11	30-35 MO.
PRE-SCHOOL 1	440	440	462	1:50	16	1	1:16	3.4 YRS.
PRE-SCHOOL 2	540	540	562	1:50	16	1	1:16	4.5 YRS.
PRE-SCHOOL 3	540	540	562	1:50	16	1	1:16	4.5 YRS.
PRE-SCHOOL 4	440	440	462	1:50	16	1	1:16	3.4 YRS.
PRE-K'S	880	880	918	1:50	20	1	1:20	4.5 YRS.
HANDICAPPED/OFF SITE (PUPPY PLUSES)	880	880	880	1:50	22	2	VARIES	VARIES
TOTALS	8140	8140	8402	--	180	17	--	--

*CALCULATED USING 50 SF/CHILD PER TDHS
**CALCULATED USING 100 SF/CHILD PER ICC, PLUMBING AND MECHANICAL CODES

# ADMIN. STAFF	
TOTAL	205

OWNER/DEVELOPER
CORNELIUS CENTER INVESTORS
PO BOX 907
LAKE DALLAS, TX 75065
Ph. 214-869-0788
Contact: JOHN MALLOY

The John R. McAdams Company, Inc.
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Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
940.442.1100
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

THE LEARNING EXPERIENCE

THE LEARNING EXPERIENCE
ADAMS CLIFF ADDITION
Lot 1, Block A
1.177 Acres
BEING IN THE
S.O. MCCARROLL SURVEY, ABSTRACT NO. 859
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

SITE PLAN

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
G&A I MCADAMS,
TBPE: 1798
JUSTIN L. LANSDOWNE, P.E. #121990
DATE 2/14/2023

Drawn By: SDP
Date: 12/28/2018
Scale: 1"=20'
Revisions:
05/18/2018
09/12/2018
01/12/2023
02/10/2023
02/14/2023

17107B

C3

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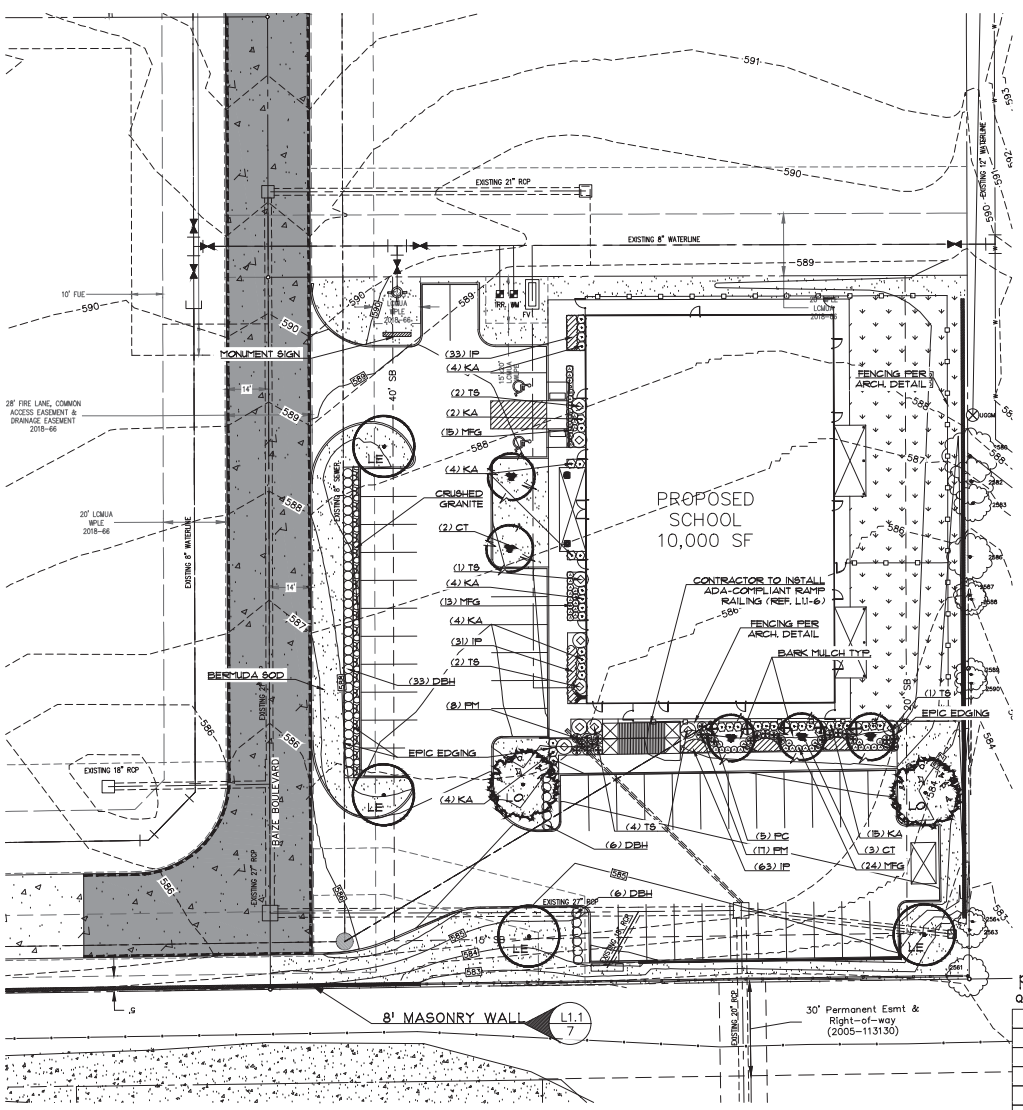

LEGEND

- EXISTING TREE
- (LO) LIVE OAK — *Quercus virginiana*
- (LE) LACEBARK ELM — *Ulmus parvifolia*
- (CT) CHASTE TREE — *Vitex agnus-castus*
- (TS) TEXAS SAGE — *Leucophyllum frutescens*
- (PC) POCOMOKE CRAPE MYRTLE — *Lagerstroemia indica 'Pocomoke'*
- (DBH) DWARF BURFORD HOLLY — *Ilex cornuta 'Dwarf Burford'*
- (PM) PINK MUHLY — *Muhlenbergia capillaris*
- (KA) KALEIDOSCOPE ABELIA — *Abelia x grandiflora 'Kaleidoscope'*
- (MFG) MEXICAN FEATHER GRASS — *Nassella tenuissima*
- (IP) ICE PLANT — *Delosperma cooperi*
- BERMUDA SOD
- CRUSHED GRANITE
- SYNTHETIC TURF (OWNER APPROVED)

NORTH

20 0 20 40 60 Feet

SCALE: 1"=20'

PLANT LIST

QUANT.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
2	LIVE OAK	Quercus virginiana	3" cal.	10'-12'	Per Plan	Single Trunk
4	LACEBARK ELM	Ulmus parvifolia	3" cal.	10'-12'	Per Plan	Single Trunk
5	CHASTE TREE	Vitex agnus-castus	30gal.	5'-7'	Per Plan	Full
10	TEXAS SAGE	Leucophyllum frutescens	5gal.	30"	Per Plan	Full
45	DWARF BURFORD HOLLY	Ilex cornuta 'Nana'	5gal.	30"	3'-0"	Full
5	POCOMOKE CRAPE MYRTLE	Lagerstroemia indica 'Pocomoke'	5gal.	24"	Per Plan	Full
38	KALEIDOSCOPE ABELIA	Abelia x grandiflora 'Kaleidoscope'	3gal.	24"	3'-0"	Full
25	PINK MUHLY	Muhlenbergia capillaris	3gal.	24"	3'-0"	Full
52	MEXICAN FEATHER GRASS	Nassella tenuissima	3gal.	18"	2'-0"	Full
127	ICE PLANT	Delosperma cooperi	1 gal.	6"	12"	Full

OWNER/DEVELOPER
CORNELIUS CENTER INVESTORS
PO BOX 967
LAKE DALLAS, TX 75065
Ph. 214-289-0788
Contact: JOHN MALLOY

Town of Hickory Creek
LANDSCAPE REQUIREMENTS COMPLIANCE

PARKING LOT LANDSCAPING:
One canopy tree shall be provided for every fifteen parking spaces, and one shrub will be required for every five parking spaces.

Required: 45 new parking spaces (divided by) 15 = 3 (3" caliper) trees
Provided: 6 (3" caliper) trees
Required: 45 new parking spaces (divided by) 5 = 9 shrubs
Provided: 33 shrubs

Parking Lot Screening and Landscaping:
Any parling lot or portion thereof that is visible from the public right-of-way and contains ten parking spaces or more shall provide perimeter screening with shrub screening witha minimum mature height of 36 inches or greater, and spaced no more than 24 inches apart, edge to edge.

Required: Parking screening with evergreen shrubs.
Provided: Continuous screening with evergreen shrubs along all visible parking

Vehicular Surface Areas:
Interior landscaping requirements shall be met by providing one tree per 4,500 square feet of vehicular surface area, and one shrub per 1,500 square feet of vehicular surface area.

Required: 17,965 sq. ft. VSA (divided by) 4,500 = 4 (3" caliper) trees
Provided: 6 (3" caliper) trees
Required: 17,965 sq. ft. VSA (divided by) 1,500 = 12 shrubs
Provided: 33 shrubs

Lot Landscaping:
The trees or planting areas used to comply with the parking lot screening and landscaping requirements may also be used to demonstrate compliance with the ten trees per acre standard and the 15 percent planting area lot requirements.

Required: 1.177 ac = 51,270 sf
51,270 sf x 0.15 = 769 sf planting area
10 trees
Provided: 1,184 sf planting area
11 trees

*All landscape shall be 100% watered by underground automatic irrigation system.
Irrigation system shall have a freeze sensor. Contractor to ensure that all existing irrigation is operable, restored and meets all of TCEQ requirements. Any new irrigation will be added to existing system if applicable.

LANDSCAPE NOTES:
1) Contractor shall stake out tree locations and bed configuration for approval approval by owner prior to installation.
2) Contractor is responsible for verifying location of all underground utilities prior to construction.
3) It is the responsibility of the contractor to advise the owners representative of any condition found on site which prohibits installation as shown on these plans
4) All shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch
5) Landscape edging shall be located as noted on plan.
6) Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
7) Multi trunk and ornamental trees will be allowed in the city's right of way with staff approval only. Must be outside any visibility triangles.
8) A visibility triangle must be provided at all intersections as required by the thoroughfare standards code. Trees will have a minimum clear trunk branching height of nine feet.
9) All plant material shall be maintained in a healthy and growing condition,and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
10) Landscape areas shall be kept free of trash, litter and weeds.
11) An automatic irrigation system shall be provided to maintain all landscape areas. Over spray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system. Impact fees must be paid to the development services department for separate irrigation meters prior to any permit release.
12) Irrigation Controller to have a Rain and Freeze Stat.
13) All landscape is to be greater than 8 feet from all underground utilities.
14) All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the city. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
972. 491. 1010
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

THE LEARNING EXPERIENCE

McADAMS

THE LEARNING EXPERIENCE
ADAMS CLIFF ADDITION
Lot 1, Block A
1.177 Acres
Being in the
S.Q. MCCARROLL SURVEY, ABSTRACT NO. 868
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

REGISTERED LANDSCAPE ARCHITECT — NOAH A. STEWARD — STATE OF TEXAS

2/14/2023

Drawn By: YC
Date: 12/28/2018
Scale: 1" = 20'
Revisions:
05/18/2018
09/07/2018
10/31/2019
11/15/2019
02/14/2023

17107B

L1.0

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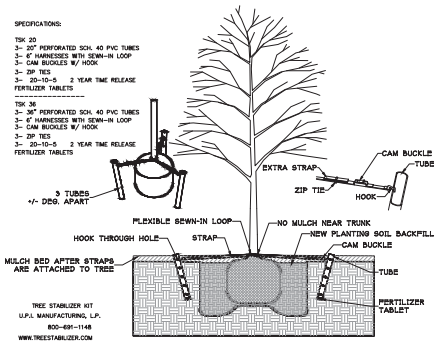
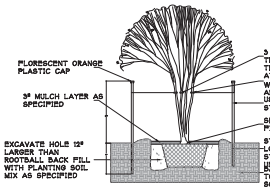
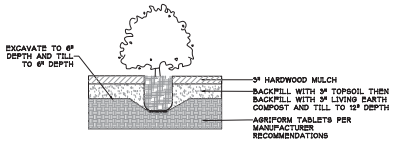


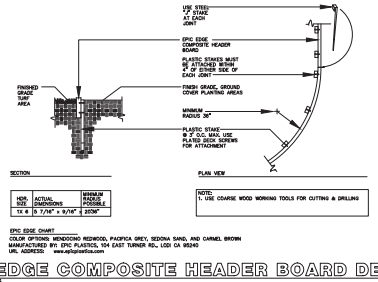
1. TREE STAKING
NOT TO SCALE



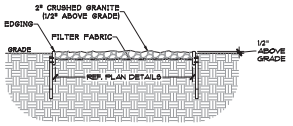
2. MULTI TRUNK TREE STAKING
NOT TO SCALE



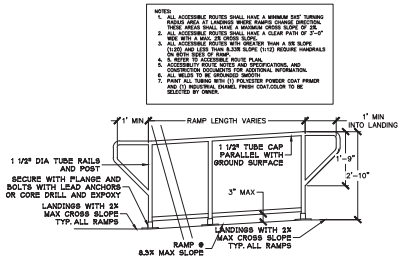
3. SHRUB DETAIL
NOT TO SCALE



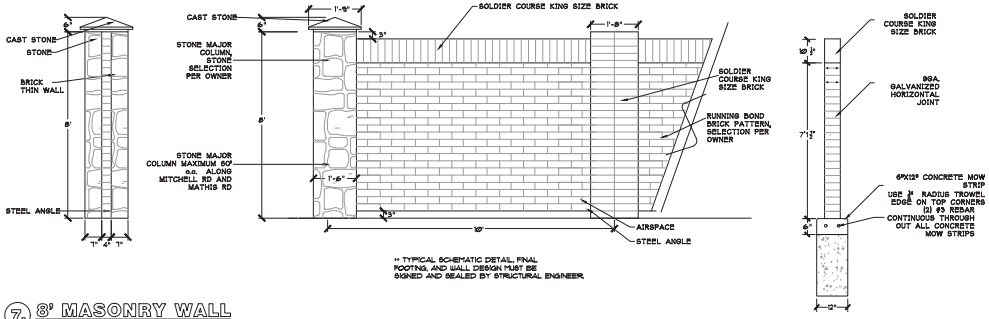
4. EPIC EDGE COMPOSITE HEADER BOARD DETAIL #210
NOT TO SCALE



5. CRUSHED GRANITE MULCH
3/4" = 1'



6. TUBE STEEL HANDRAIL AT RAMP
1/2" = 1'



7. 8' MASONRY WALL
1/2"=1'

OWNER/DEVELOPER
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S.O. MCCARROLL SURVEY, ABSTRACT NO. 958
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

LANDSCAPE DETAILS

REGISTERED LANDSCAPE ARCHITECT
JOHN A. STEWART
STATE OF TEXAS
2/14/2023

Drawn By: LD
Date: 12/28/2018
Scale:
Revisions:
05/18/2018
11/15/2019 – SIGNED
01/12/2023
02/10/2023
02/14/2023

17107B

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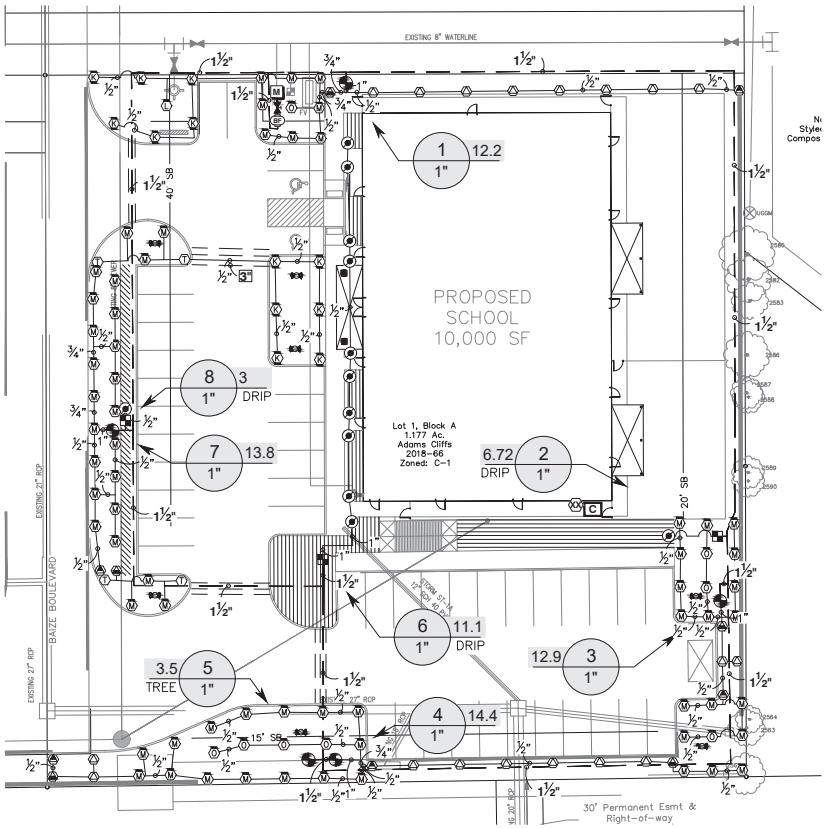


IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
T	Hunter MP Corner PROS-04-PRS40-CV Turf Rotator, 4" (10.16cm) pop-up with factory installed check valve, pressure regulated to 40 psi (2.76 bar), MP Rotator nozzle. T=Turquoise adj arc 45-105 on PRS40 body.	4	40
LST RST SST	Hunter MP Strip PROS-04-PRS40-CV Turf Rotator, 4" (10.16 cm) pop-up with factory installed check valve, pressure regulated to 40 psi (2.76 bar), MP Rotator nozzle on PRS40 body. LST=Ivory left strip, SST=Brown side strip, RST=Copper right strip.	28	40
M M M	Hunter MP1000 PROS-04-PRS40-CV Turf Rotator, 4" (10.16 cm) pop-up with check valve, pressure regulated to 40 psi (2.76 bar), MP Rotator nozzle on PRS40 body. M=Maroon adj arc 90 to 210, L=Light Blue 210 to 270 arc, O=Olive 360 arc.	74	40
M M M	Hunter MP2000 PROS-04-PRS40-CV Turf Rotator, 4" (10.16 cm) pop-up with factory installed check valve, pressure regulated to 40 psi (2.76 bar), MP Rotator nozzle on PRS40 body. K=Black adj arc 90-210, G=Green adj arc 210-270, R=Red 360 arc.	12	40
25 50 10 20	Hunter PCB Flood Bubbler, 1/2" FIPT.	7	30

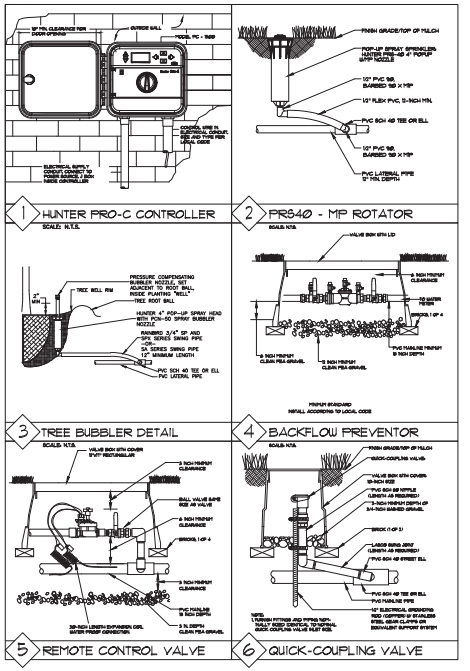
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Hunter PCZ-101-25 Drip Control Valve Kit. 1" PGV globe valve with 1" HY100 filter system. Pressure Regulation: 25psi. Flow range: 0.5 GPM to 15 GPM. 150 mesh stainless steel screen.	3
	Pipe Transition Point in Drip Box Pipe transition point from PVC lateral to drip tubing with riser in 6" (150mm) drip box.	12
	Area to Receive Dripline Rain Bird XFS-CV-06-12 XFS-CV On-Surface Landscape Dripline with a Heavy-Duty 4.3 psi Check Valve. 0.6 GPH emitters at 12" O.C. Dripline laterals spaced at 12" apart, with emitters offset for triangular pattern. Specify XF insert fittings. Available Only in California	2,085 l.f.

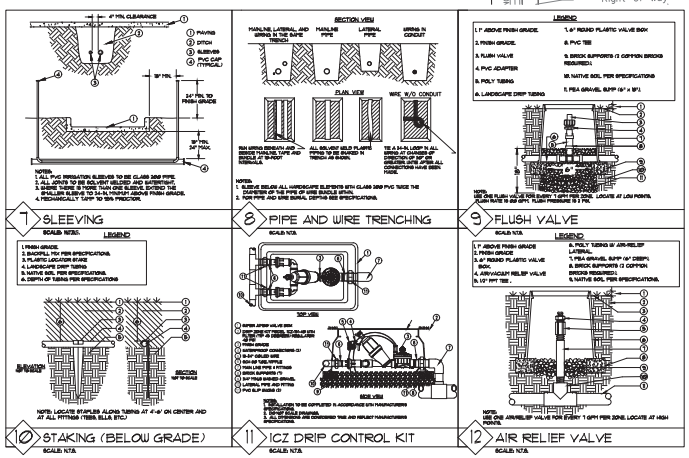
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration.	5
	LASCO Fittings TUBV-SC 1", 1-1/2", 2", and 3" Plastic Full Block True Union Ball Valve. Shut Off/Isolation Valve to Eliminate Water Hammer. Install same size as mainline.	1
BF	Febco 850 1" Double Check Backflow prevention, 1/2" to 2"	1
C	Hunter PC-400 with (02) PCM-300 Light Commercial & Residential Controller, 10-station expanded module controller, 120 VAC, Outdoor model	1
WS	Hunter MWS-FR Weather Station with rain sensor, wind sensor and freeze sensor, 120 VAC, 5 amp. 5 year warranty.	1
	Irrigation Lateral Line: PVC Class 200 SDR 21	1,542 l.f.
	Irrigation Mainline: PVC Class 200 SDR 21	908.4 l.f.
	Pipe Sleeve: PVC Schedule 40	124.9 l.f.

Valve Callout
Valve Number
Valve Flow
Valve Size

OWNER/DEVELOPER
CORNELIUS CENTER INVESTORS
PO BOX 987
LAKE DALLAS, TX 75065
Ph. 214-566-0788
Contact: JOHN MALLOY

NORTH
20 0 20 40 60 Feet
SCALE: 1"=20'





INSTALLATION NOTES

1. Coordinate irrigation installation with Landscape Architect and site conditions to provide complete coverage with minimum over spray. The Irrigation Contractor shall make minor adjustments to ensure proper coverage at no additional cost to the Owner.
2. Confirm static water pressure of 65 PSI at least 7 days before beginning work. If static pressure is less than stated above, do not proceed until directed by the Landscape Architect.
3. The Irrigation Contractor will secure all required permits and pay all associated fees unless otherwise noted. All local codes shall prevail over any discrepancies herein.
4. Lateral pipe shall be installed at a minimum depth of 12 inches. Mainline pipe and wires shall be installed at a minimum depth of 18 inches. ALL IRRIGATION LINES SHOWN ON THIS PLAN ARE SCHEMATIC.
5. Unsleeved pipes may be shown under pavements for graphic clarity only. Install in adjacent landscape.
6. Contractor to provide complete electric power and shall coordinate with utility provider.
7. 24 volt valve wire shall be a minimum of #14 gauge, UF Approved for direct burial, single conductor "irrigation wire.' Wire splices shall be encased in a waterproof underground direct burial connection. All field splices shall be located in a round valve box of sufficient size to allow inspection. Common wire shall be #12, looped along mainline loop route. PROPER GROUNDING IS REQUIRED PER MANUFACTURER'S SPECIFICATIONS.
8. Valve boxes shall be installed flush with grade, supported by bricks, with 3 inches of clean pea gravel located below the valve. USE ARMOR ACCESS BOX #181704 AND PURPLE LIDS FOR QUICK COUPLING VALVES UNLESS OTHERWISE ISSUED. D.C.V.A.s shall be boxed according to local codes.
9. All nozzles are to have pressure compensating screens installed according to manufacturer's specifications.
10. All spray heads shall be connected with a swing pipe or SA series swing pipe with a 12" minimum length.
11. Contractor is responsible for the integrity of the installation and hydraulics of the irrigation system.
12. Contractor is to contact appropriate authorities and locate all utilities prior to construction.
13. All heads to be 6" from concrete edge. All rotors to be 18" from building.
14. All tree bubblers and heads should be on separate zones.
15. Licensed Irrigation Contractor to install all valves and mainline within the property line.
16. Must have Licensed Irrigator on site at all times during irrigation installation.
17. CONTRACTOR TO COORDINATE POWER AND PROVIDE ENCLOSURES FOR ALL RPZ DEVICES. Heat tape to be provided.
18. All Irrigation in landscape beds is to be installed with drip unless otherwise noted.
19. All Irrigation on slopes up to 10' elevation change should be installed with a check valve for all spray heads on down stream side of slope.
20. All pipe must be installed according to manufacturer's specification and/or Title 30, Chapter 344.77 (e) of the TCEQ Rules and Regulations for Landscape Irrigation.
21. All wire must be installed according to manufacturer's specifications and/or Title 30, Chapter 344.77 (e) of the TCEQ Rules and Regulations for Landscape Irrigation.
22. Irrigation Contractor must present the Owner with a written statement of guarantee for materials and labor furnished in the installation of the irrigation system and shall honor the warranty, as indicated in Title 30, Chapter 344.96 in the TCEQ Rules and Regulations. A COLOR IRRIGATION ZONING MAP SHALL BE PROVIDED TO THE OWNER.
23. Irrigation Contractor must notify the Irrigation Designer of Major Revisions to this plan prior to installation.
24. CONTRACTOR IS TO RETAIN THE INTEGRITY OF EXISTING IRRIGATION SYSTEMS AND CONTACT G&A | MCADAMS IF FIELD CONDITIONS DIFFER FROM THE DRAWINGS.
25. CONTRACTOR IS TO ENSURE THAT THE APPROPRIATE SIZES AND QUANTITIES OF IRRIGATION SLEEVING ARE PROVIDED.
26. ALL IRRIGATION INSTALLATION SHALL COMPLY WITH ALL STATE OF TEXAS REQUIREMENTS AS PER TCEQ CHAPTER 344 LANDSCAPE IRRIGATION 30 TAC SPECIFICALLY, BUT NOT LIMITED TO 344.62.

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
817.337.7717
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

THE LEARNING EXPERIENCE

THE LEARNING EXPERIENCE
ADAMS CLIFF ADDITION
Lot 1, Block A
1.177 Acres
Being a
SO. MCCARROLL SURVEY, ABSTRACT NO. 958
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

IRRIGATION PLAN

REGISTERED LANDSCAPE ARCHITECT JOHN A. STEWARD 2504 STATE OF TEXAS
2/14/2023

Drawn By: YC
Date: 12/28/2018
Scale: 1" =20'
Revisions:
05/18/2018
09/12/2018
12/23/2019
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02/14/2023

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LANDSCAPE SPECIFICATIONS

PART I - GENERAL CONDITIONS

QUALITY ASSURANCE
- A. Comply with applicable Federal, state, county and local regulations governing landscape materials and work.
- B. Employ only experienced personnel familiar with required work. Provide adequate supervision by qualified foreman.
- C. Substitutions: Do not make substitutions of tree and shrub materials. If required landscape material is not obtainable, submit proof of nonavailability to owner's representative, together with proposal for use of equivalent material.
- D. Provide quantity, size, genus, species and variety of trees, shrubs, and groundcover indicated and scheduled for landscape work and complying with applicable requirements of ANSI Z60.1. "American Standard for Nursery Stock".
- E. Measurements: Take caliper measurements 6" above ground for trees. Measure main body of tree or shrub for height and spread dimensions, do not measure from branch or root tip-to-tip.
- F. Intent of Drawings and Specifications: It is the intent of the drawings and specifications to provide planting with plants in vigorous growth, ready for owner's use. Any items not specifically shown in the drawing or called for in the specifications, but normally required to conform with such intent, are to be considered as part of the work.

JOB CONDITIONS
- A. Timing Coordination with Irrigation System: The underground irritation system must be installed and fully operational prior to commencement of planting operations. Report potential conflicts with the irrigation system to the owner's representative.
- B. In order to minimize conflict, secure location of all underground utility lines and other structures.

LANDSCAPE WARRANTY
- A. Upon written acceptance following "Substantial Completion Inspection", warranty trees, shrubs, groundcover and turf for a period of one year, against defects including death and unsatisfactory growth, but excepting defects resulting from neglect by owner, abuse or damage by others, or unusual phenomena or incidents which are beyond landscape installer's control.
- B. At the end of the warranty period, or any time during the warranty period, all dead plants, and all plants not in a healthy thriving growing condition, as determined by owner's representative, shall be replaced as soon as weather conditions permit at no cost to owner.
- C. Damage to lawns or planting during the replacement shall be repaired without cost to owner.

PART II - PRODUCTS:

GENERAL
- A. Provide nursery grown trees, shrubs and groundcover, except as otherwise indicated, grown in a recognized nursery in accordance with good horticultural practice, with healthy root systems developed by transplanting or root pruning.
- B. Provide only healthy stock to be free of disease, insects, eggs, larvae, and defects such as knots, sunscald, injuries, abrasions, or disfigurement.
- C. Provide trees, shrubs, and groundcover of the sizes indicated in planting lists, on designs and in accordance with dimensional relationship requirements of ANSI Z60.1 for kind and type of plant material required.

BALLED AND BURLAPPED STOCK
- A. Where indicated to be balled and burlapped, provide trees and shrubs dug with a firm, natural ball of earth in which they are grown.
- B. Provide ball size of not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required. Increase ball size or modify ratio of depth to diameter as required to encompass fibrous and feeding root system necessary for full recovery of trees and shrubs subject to unusual or non-typical conditions of growth, soil conditions or horticultural practice.

CONTAINER GROWN STOCK
- A. Where specified as acceptable, provide healthy, vigorous, well-rooted trees or shrubs established in container in which they are sold.
- B. Established container stock is defined as a tree or shrub transplanted into container and grown in container for a length of time sufficient to develop new fibrous roots, so that root mass will retain its shape and hold together when removed from container.
- C. Use rigid container that will hold ball shape and protect root mass during shipping. Provide trees and shrubs established in containers of not less than minimum sizes recommended by ANSI Z60.1 for kind, type and size of plant material required.

SOIL UPGRADE
- A. Composted Soil Conditioner: As provided by Living Earth, or approved equal, either in bag or bulk condition. Approved equal must be in writing with attached spec. sheet and soil analysis.
- B. Topsoil:

-Natural, fertile, friable soil, possessing characteristics of representative productive soils in the vicinity.
-Obtain topsoil from natural, well drained areas. Topsoil shall not be stripped, collected or deposited while wet.
-Topsoil shall be free of growth of reproductive parts of noxious weeds, and free of subsoil, stones, stumps, roots or similar substances.

MULCH
Double shredded hardwood mulch free of sticks, dirt and other debris.

STEEL EDGING
Use 1/8" thick, 4" wide, in 10' or 16' sections, with integrated stakes. Factory finished in green. As manufactured by Ryerson Steel Products, or approved equal. Separate all bed and grass edges.

PART 3 - EXECUTION:

EXCAVATION
- A. Excavate pits and beds with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard sub soil in bottom of excavation.
- B. Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as back fill unless otherwise indicated.
- C. If rock, underground construction, or other obstructions are encountered for planting trees or shrubs, notify owner's representative. New locations may be selected by representative.

SHRUB INSTALLATION
- A. Bed preparation: Excavate bed area to 6" depth. Then till bed area to 6" depth. Back fill with 3" approved topsoil and then back fill with 3" Living Earth Compost. Roto-till thoroughly until a homogeneous mixture is achieved to a full depth of 12". Note: Living Earth "Ready Mix" may be substituted for topsoil and Compost. Install at 6" depth. Till to 12" depth.
- B. Carefully insert plants into prepared soil beds at slightly above finished grade. When all plants are in place, rake the entire area smooth. Water and allow to soak away. After settlement, add soil necessary to finish grade and water again.
- C. Top dress with 3" double shredded hardwood mulch

TREES
- A. Excavate tree pits a minimum of 3" deeper than the root ball. Minimum diameter of these pits shall be one foot greater than the ball, container, or spread of roots.
- B. Set balled and burlapped stock on layer of compacted soil, plumb and in center of pit with top of ball at same elevation as adjacent finished landscape grades. Do not use stock if ball is cracked or broken before or during planting operation.
- C. When set, place additional back fill around base and side of ball, and work each layer to settle back fill and eliminate voids and air pockets. When excavations is approximately 2/3 full, water thoroughly before placing remainder of back fill. Repeat watering until no more water is absorbed. Water again, after placing final layer of back fill and mounded soil tree ring. Cover entire mounded soil tree ring with 3" of hardwood mulch.
- D. Trees outside bed areas will be back filled with 50% native soil and 50% top soil thoroughly mixed.

PRUNING
- A. Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice.
- B. Prune trees to retain required height and spread. Unless otherwise directed by owner's representative, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any.
- C. Prune shrubs to retain natural character. The required shrub size indicated on the design is the size the plant is to be upon completion of the pruning process.

STAKING
Tree staking method and need is as per landscape contractor. Lack of specified staking method or requirement in no way relieves the contractor of full plant warranty.

SODDING
- A. General: Equipment necessary for the proper preparation of the ground surface and for handling and placing all required materials shall be on hand, in good condition, and shall be approved before the work is started.
- B. Tillage: The areas to be sodded shall be thoroughly tilled adding and 20-10-5 fertilizer at the rate of 1 lb./100 sq. ft. to a depth of al least 4 inches by plowing, discing, harrowing, or other approved methods until the condition of the soil is acceptable to the owner's representative. The work shall be performed only during periods when beneficial results are likely to be obtained.
- C. Final grading: Prior to sodding, the surface shall be raked and cleared of all stones, stumps, or other objects larger than 1/2" in diameter.
- D. Watering: Contractor shall water sod immediately after transplanting. As sodding is completed in any one section, the entire area shall be rolled. It shall then be thoroughly watered to a depth sufficient that the underside of the new sod pad and the upper 4 inches of topsoil are thoroughly wet.

CLEAN UP
- A. Remove all debris resulting from each stage of landscape operations at the time it occurs and dispose of such debris off of the owner's property.
- B. Leave all affected pavements and walks in "broom clean" condition, washing if necessary, after each landscape maintenance operation.

IRRIGATION SPECIFICATIONS

PART 1 - GENERAL

SCOPE OF WORK
Provide a complete and operating lawn sprinkler installation as shown on the plans including, but not limited to, the following items:
- A. Pipe and fittings.
- B. Sprinkler heads.
- C. Control system and connection to electrical supply.
- D. Trenching, installation of system, connection to water source, testing, and backfilling.

GENERAL CONDITIONS SPECIFICALLY FOR LANDSCAPE IRRIGATION
- A. The Contractor will flag the location of all heads, electric valves, quick coupler valves, gate valves, automatic controllers, backflow preventors, etc., prior to construction for the representative's approval. The Contractor shall report to the representative any deviations between the irrigation plan, specifications, and the site. Failure to do so prior to the installation of the equipment (which subsequently requires replacement or relocation of the equipment) will result in the work being done at the Contractor's expense.
- B. All local, municipal and state laws, ordinances, codes and regulations relating to, or governing of any portion of this work are hereby incorporated into and made a part of these specifications and will be carried out by the Contractor. The Contractor must have a valid license, as issued by the Texas Board of Irrigators, must carry sufficient insurance coverage, and must be active in irrigation installation for a minimum of 5 years.
- C. Any permits needed for construction of the work included in this contract, which is required by any legally constituted authority having jurisdiction, shall be obtained by the Contractor. The Contractor shall pay for all costs in connection with any inspections or examinations required by these authorities. The representative will be notified when these inspections are required. Any necessary work needed to be done by the Contractor as a result of these inspections will be performed at the Contractor's expense. Copies of all permits and inspections reports shall be forwarded to the representative.

GUARANTEE AND MAINTENANCE
Material and workmanship shall be fully guaranteed for one year after the date of Substantial Completion Inspection; replacement of defective material or repair of work shall be done at no expense to the owner during the first year, except for repairs or replacements necessitated by damage of any kind not of the Contractor's making. Any reimbursement for repairs must have prior approval of the representative.

SUBSTITUTIONS
The sprinkler system has been designed according to the operating characteristics of the specified equipment. Therefore, no substitutions of equipment will be allowed except with written approval.

PART 2 - PRODUCTS

POLYVINYL CHLORIDE PIPE
Polyvinyl chloride pipe (hereinafter referred to as PVC pipe) shall have been manufactured in accordance with the Product Standards as follows: Product Standard PS-22-70 shall apply and be the governing authority as applicable to main line piping and shall be SDR-21 (Class 200) specification. 2 1/2" and smaller main line and lateral line piping will be solvent weld joints.

PIPE FITTINGS
2 1/2" and smaller pipe fittings shall be PVC Schedule 40, as manufactured by the Lasco Company, or equal. All PVC fittings shall be of the same material as the PVC pipe specified and shall be compatible with the PVC pipe furnished. Only solvent recommended by the manufacturer of the PVC pipe and the manufacturer of the PVC fittings shall be used.

WIRE
All valve wiring shall be 14 gauge copper single-conductor wire with 4/64" vinyl insulation as approved for direct underground burial in 30 volt AC or less service by the National Electrical Code. Where valve wired from two or more controllers are in the same ditch, wired are to be color coded. This color coding to be noted on record drawings.

EXPANSION COILS
Expansion coils, which are to consist of approximately 10 wraps of wire around 1" pipe, will be provided on each wire approximately every 100 feet. Wires are to be bundled and taped together every 10 feet. Provide expansion coil at each electric valve inside the valve box.

WIRE SPLICES
All wire splices shall be made with a mechanical connector and waterproofed according to the manufacturer's specification. The wire splice shall be Spear's "Dry Splice," 3M "Scotch Lock," or 3M DBY wire splice. All wire splices shall be in valve boxes, and no directly buried or underground splices will be accepted.

PART 3 - EXECUTION

INSTALLATION, GENERAL
- A. Before installation is started, the Contractor shall place a flag where each sprinkler head, quick coupler valve, and electric valves are to be located in accordance with the plans. The flagging shall be approved by the representative before the installation is started. Should a discrepancy in the plans become apparent at this time, such discrepancy shall be pointed out to the representative. Work must not proceed until the representative approves any design changes made necessary by such discrepancy. Should such changes create extra cost to the Contractor, approval for extra compensation shall be obtained in writing from the representative before commencing work. Should such changes create a savings in cost to the Contractor, a written reduction in the contact price shall be approved by the representative in writing before commencing work.
- B. The Contractor is cautioned to provide adequate protection to those using the site. Provide barricades as necessary.
- C. All material shall be installed in strict accordance to the manufacturer's installation specifications that shall be considered a supplement to these specifications.
- D. Piping layout indicated is diagrammatic only. Route piping to avoid plants and structures. Provide full and complete coverage.
- E. Review layout requirements with other effected work. Coordinate locations of sleeves (under paving) to accommodate system.

EXCAVATION, BACKFILL, AND PROTECTION OF PLANT MATERIALS
All excavation in this contact shall be unclassified and is to include earth, loose rock, rock, or any combination thereof, in wet or dry state. All trenches shall be backfilled with the material removed, except that no rock or debris that can damage the pipe shall be used as backfill. In this case, the special backfill specifications shall take precedence over this general specification (see 3.07). All trench backfill shall be water settled and compacted in order to prevent after settling. Use only the minimum amount of water necessary to settle ditches. Flooding of ditches without compaction will not be permitted.
All trenches and adjoining areas shall be hand raked to finish grade. Remove rocks, excess dirt, and debris form the site.

PIPE INSTALLATION
- A. Main Line Piping: Pipe shall be installed in a 4" wide (minimum) trench with a minimum of 18" of cover.
- B. Lateral Piping: All PVC lateral line piping shall be solvent weld type. Install in 4" wide (minimum) trench deep enough to allow for installation of sprinkler heads and valves, but in no case with less that 12" of cover for rotary and/or spray zone laterals.
- C. PVC Pipe Installation
  All lumber, rubbish, and large rocks (over 2" diameter) shall be removed from the trenches. Pipe shall have a firm uniformed bearing for the entire length of each pipe line to prevent uneven settlement. Wedging or blocking of pipe will not be permitted. Pad the trenches with sand if the trench is rocky. Never lay PVC pipe when there is water in the trench. Never lay PVC pipe when the temperature is 32 degrees F. or below. Maximum 2 pipes per trench, with 1" horizontal clearance between pipes.
- D. PVC Pipe and Fitting Assembly
  Contractor shall use only the solvent supplied and recommended by the manufacturer of the PVC pipe to be installed on this project site to make any solvent welded joints. The pipe and fittings shall be thoroughly cleaned of dirt, dust and moisture before applying solvent. PVC pipe and fittings shall be cleaned with PVC primer or sanded with plumber's cloth before solvent welding. The Contractor shall make solvent welds with a non-synthetic bristly brush. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded. Teflon tape will be used on threads.

AUTOMATIC CONTROLLER
Automatic controller shall be supplied in accordance with the materials list and shall be located as shown on the plan. Contractor shall provide service into the controllers as part of this contract.

ELECTRIC VALVES
Electric remote valves shall be supplied in accordance with the specifications and sized according to the plan. Valves shall be installed in a level position. Valves shall be installed deep enough so that there will be at lest 10" of cover over the valve. Manufacturer's specifications and installation instructions for the valve supplied shall become a part of these specifications. A plastic valve box (with extension if necessary) shall be installed over the valve with the stem centered in the box to enable flow adjustment to be easily operated. A green plastic top shall be installed on the valve box flush with the final grade. Place 6" of gravel under each valve before installing valve box.

HEAD INSTALLATION
Important: Backfill shall be specially tamped under the head flange and around the head for a distance of one foot by a suitable means, after trench backfill has dried from water settling. The purpose is to eliminate loose heads in the ground that would move when run over with mowers thereby creating a possible source of damage. All sprinkler heads shall be located 4" from back of vehicular curb and checked for proper operation and proper alignment for direction of throw. Rotary Heads: All rotary heads shall be installed 4" from back of vehicular curb using a full swing join with schedule 40 PVC threaded fittings and Schedule 80 PVC nipples. The top of the head shall be no more than 1/4" above finished grade. Adjust partial circle arcs as required to complete coverage.

FINAL CLEAN-UP
Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work, his surplus and discarded materials, temporary structures and discarded materials and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed form the site of the work shall be disposed at locations satisfactory to the representative.

SYSTEM DEMONSTRATION
Instruct owner's personnel in operation and maintenance of system, including adjusting of sprinkler heads. Use operation and maintenance material as basis for demonstration.

OWNER/DEVELOPER
CORNELIUS CENTER INVESTORS
PO BOX 967
LAKE DALLAS, TX 75065
Ph. 214-869-0788
Contact: JOHN MALLOY

THE LEARNING EXPERIENCE

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ADAMS CLIFF ADDITION
Lot 1, Block A
1.177 Acres
in the
S.O. MCCARROLL SURVEY, ABSTRACT NO. 958
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

LANDSCAPE AND IRRIGATION SPECIFICATIONS

REGISTERED LANDSCAPE ARCHITECT
RON A. STEWART
STATE OF TEXAS
2/14/2023

Drawn By: JP
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February 21, 2023
AVO 37638.200

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

RE: The Reserve at Hickory Creek – Final Plat, Site and Landscape Plans
3rd Review

Dear Ms. Chaudoir:

Halff Associates received a request from the Town of Hickory Creek to review a Final Plat application for The Reserve at Hickory Creek on January 18, 2023. The written comments contained in this letter reflect the revised plat. The surveyor/engineer is Kimley-Horn and Associates, Inc. The owner/applicant is Market Space Capital.

2nd Review Submittal Received: February 15, 2023 (including Site and Landscape Plans)
3rd Review Submittal Received: February 20, 2023

Halff has reviewed the Final Plat, Site and Landscape Plans and offers the following comments. Please note the Drainage Study and Construction Plans are under review by separate letter, and acceptance of the Final Plat should be contingent upon acceptance of the Drainage Study. Review comments from the Construction Plans should be reflected in the Final Plat.

Refer to the markup for all comments.

Final Plat

1. Please note the proposed detention ponds will require a Stormwater Facilities Maintenance Agreement (to also include the retaining walls). This will not be executed until acceptance of Construction Plans.
   2nd Review: Applicant has acknowledged and an example is included herewith.
2. Label the dimension and purpose of all easements.
   2nd Review: Addressed.
3. A floodplain easement will be required to encompass the fully developed 100-year water surface elevation plus one foot of freeboard or 10 feet of horizontal distance, whichever is greater.
   2nd Review: Addressed.
4. The planned detention ponds will require an emergency spillway encompassed by a drainage easement that directs overflow either to the stream or to ROW.
   2nd Review: Drainage easement was added to cover the storm drain line and outfall but does not extend to cover the channel to the ROW line. The drainage easement must extend to the ROW line.
   3rd Review: Addressed.
5. The location and width of sidewalks are required. Sidewalks are required to connect each lot to a public sidewalk within ROW or easement. Sidewalk easements must cover the sidewalk plus 2 feet each side.
   2nd Review: Note added to the plat to designate sidewalk easements across all open space lots.
6. Modify the approval block to reflect the Final Plat approval block in accordance with Town ordinance.

HALFF ASSOCIATES, INC.
4000 FOSSIL CREEK BOULEVARD
FORT WORTH, TX 76137-2720
TEL (817) 847-1422
FAX (817) 232-9784
WWW.HALFF.COM

2nd Review: Please modify the approval block for Final Plat. The approval block shown is still for Preliminary Plat.
3rd Review: Addressed.

7. Include note about building setback lines not being shown because there is no minimum setback in the Planned Development zoning. Refer to the ordinance number.
   2nd Review: Note added. Please add a reference to Resolution No. 2022-0801.
   3rd Review: Addressed.
8. Check all dimensions of ROW for accuracy and consistency. Some dimensions don't match what is shown in the construction plans.
   2nd Review: Addressed.
9. All streets must be named in the Final Plat per Town Subdivision Ordinance. Please name "Street H."
   2nd Review: Addressed.
10. Please rename "Summer Shore Loop" to something more distinguishable from Summer Shore Road. These are too similar, and Summer Shore Loop is not a loop road.
    2nd Review: Addressed.
11. Summer Sky, Golden Oak, Golder Valley, and Golden Grove should be Mews.
    2nd Review: Addressed.
12. Summer Lake Mews shows a 29-foot ROW. The minimum is 30 feet.
    2nd Review: Addressed.
13. Provide the finished floor elevations for all lots surrounding the detention pond.
    2nd Review: Addressed.
14. Provide the name and dimensions of "Alley A-1."
    2nd Review: Addressed.

Site Plan

1. No additional comments.

Landscape Plan

1. Show and label fences, screening walls, etc.
   3rd Review: Addressed.
2. Please include an irrigation plan.
   3rd Review: Addressed.
3. Please include the tree survey as part of the landscape plan.
   3rd Review: Addressed.
4. Show or note that for single-family lots, and prior to any occupancy of the dwelling, a minimum of one (1) tree with a minimum caliper of three (3) inches, measured at a point six (6) feet above ground level shall be required for all lots and shall be located within the front of the lot, or nearby common area. Trees may be ornamental or shade tree.
   3rd Review: Addressed.
5. Please include Notes 2 through 7 and the Fencing and Lot Notes from the approved Preliminary Landscape Plan. See below.
   3rd Review: Addressed.

NOTES:

1. THE CLOUDED AREAS DESIGNATE TREES TO BE REMOVED, TREES ALONG PROPERTY LINES ARE APPROXIMATE.
2. FENCING, SCREENING, PARKS, OPEN SPACE IMPROVEMENTS, AND TRAILS SHALL BE CONSISTENT WITH THE DEVELOPMENT AGREEMENT.
3. THERE IS NOT FLOODPLAIN ON SITE PER FEMA PANEL NO. 48121C0535G WITH THE EFFECTIVE DATE OF 4/18/2011.
4. ALL EXISTING TREES ONSITE ARE PROPOSED TO BE REMOVED & MITIGATED FOR BY THE DEVELOPER/OWNER. SPECIES, SIZE, & HEALTH SHOWN ON SHEET 2 OF THE LANDSCAPE PLAN.
5. OPEN SPACE HATCHING SHOWN ON SITE SHALL BE LANDSCAPED & IRRIGATED PER THE TOWN STANDARDS. FINAL MATERIALS TO BE SELECTED DURING THE CONSTRUCTION PLAN REVIEW PROCESS
6. SINGLE FAMILY LOTS, AND PRIOR TO ANY OCCUPANCY OF THE DWELLING, A MINIMUM OF ONE (1) TREE WITH A MINIMUM CALIPER OF THREE (3) INCHES, MEASURED AT A POINT SIX (6) FEET ABIOVE GROUND LEVEL SHALL BE REQUIRED FOR ALL LOTS AND SHALL BE LOCATED WITHIN THE FRONT OF THE LOT, OR NEARBY COMMON AREA. THERE MAY BE ORNAMENTAL TREE OR SHADE.
7. ALL PROPOSED FENCING SHALL BE ALONG THE COMMON PROPOSED LINE. THE LINES ARE SHOWN OFFSET FROM THE PROPOSED LINE FOR VISUAL PURPOSES.

FENCING AND LOT NOTES:

FENCING FOR THE CHILDREN'S PLAYGROUND CAN BE WROUGHT IRON

FENCING FOR NORTHERN DETENTION POND SHALL BE WROUGHT IRON

THE WESTERN PROPERTY LINE SHALL BE 8 FOOT TALL BOARD ON BOARD WOOD FENCING

THE EXISTING FENCING ALONG THE NORTHERN, EASTERN, AND SOUTHERN PROPERTY LINES SHALL REMAIN WITH MINOR MODIFICATIONS DUE TO THE PROPOSED DRIVEWAY CONNECTIONS.

ALL REAR YARD RESIDENTIAL LOT FENCING SHALL BE A MINIMUM OF 6 FOOT BOARD ON BOARD WOOD FENCING WITH A MAXIMUM HEIGHT BEING 8 FEET.

ALL FRONT YARD RESIDENTIAL LOT FENCING THAT FACES AN OPEN SPACE SHALL BE 5 FOOT ORNAMENTAL METAL FENCING.

ALL PROPOSED RESIDENTIAL STRUCTURES SHALL BE 100% MASONRY WITH REAR ENTRY GARAGE ACCESS FROM A DEDICATED PUBLIC STREET OR ALLEY.

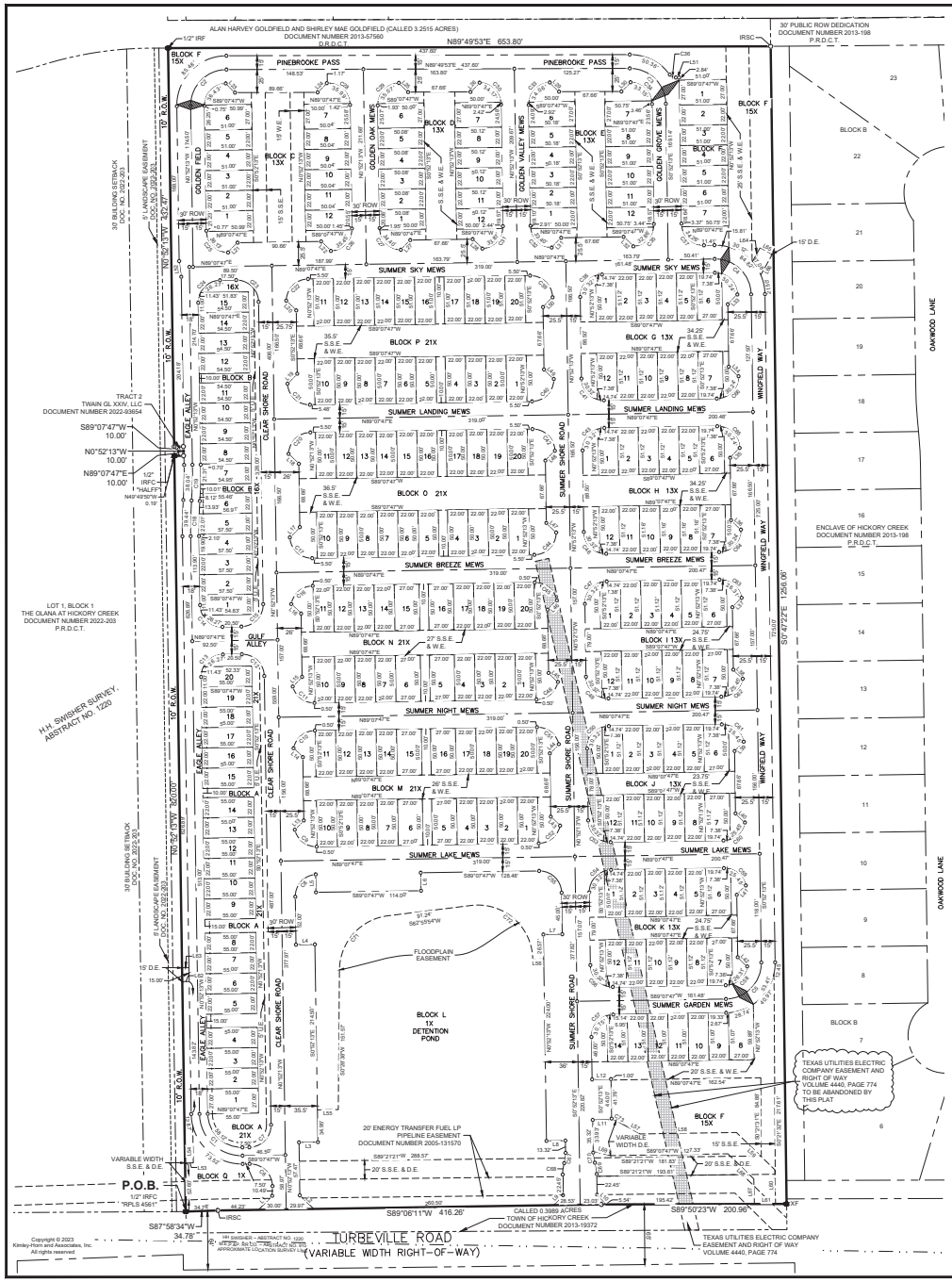
ALL OPEN SPACE LOTS SHALL BE LANDSCAPED PER THE DEVELOPMENT AGREEMENT AND TOWN ORDINANCES

Sincerely,

HALFF ASSOCIATES, INC.
TBPELS Engineering Firm No. 312

Lee Williams, PE
Consulting Engineer for the Town of Hickory Creek

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



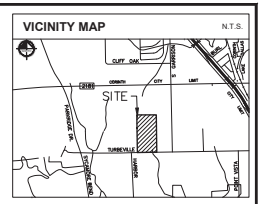
LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N44°06'59"E	21.22'	L20	S45°52'13"E	15.18'	L39	S44°07'47"W	14.15'	L58	N89°07'47"E	104.44'
L2	S45°51'25"E	21.18'	L21	N44°07'47"E	14.81'	L40	S45°52'13"E	14.15'	L59	S45°49'51"E	58.02'
L3	S89°07'47"W	20.50'	L22	S45°52'13"E	14.81'	L41	N44°07'47"E	14.15'	L60	S01°18'04"E	37.13'
L4	N89°07'47"E	20.50'	L23	S45°10'07"E	14.12'	L42	N45°52'13"W	14.38'	L61	S89°50'23"W	23.00'
L5	N00°52'13"W	19.45'	L24	N44°49'53"E	14.14'	L43	N45°52'13"W	14.03'	L62	N90°00'00"W	7.50'
L6	S00°52'13"E	19.50'	L25	S45°10'07"E	14.08'	L44	N44°07'47"E	14.03'	L63	S90°00'00"E	7.50'
L7	N89°07'47"E	20.50'	L26	N44°49'53"E	14.12'	L45	N45°52'13"W	14.03'	L64	N29°07'47"E	17.55'
L8	S89°07'47"W	20.50'	L27	N44°07'47"E	14.73'	L46	N44°07'47"E	14.27'	L65	S60°52'13"E	15.00'
L9	S42°22'32"W	14.63'	L28	S45°52'13"E	14.79'	L47	N45°52'13"W	14.85'	L66	S29°07'47"W	25.57'
L10	S44°06'59"E	14.68'	L29	N45°10'07"W	14.11'	L48	N44°07'47"E	14.85'	L67	N01°18'04"W	27.25'
L11	S89°07'47"W	20.50'	L30	S44°49'53"W	14.10'	L49	S45°52'13"E	14.85'	L68	N45°49'51"W	39.06'
L12	N89°07'47"E	20.50'	L31	N44°07'47"E	14.79'	L50	S44°07'47"W	14.85'	L69	N75°52'13"W	19.49'
L13	S44°07'47"W	14.03'	L32	S45°52'13"E	14.79'	L51	N90°00'00"E	3.76'			
L14	S45°52'13"E	14.03'	L33	S44°07'47"W	14.85'	L52	N07°34'18"W	17.14'			
L15	S44°07'47"W	14.53'	L34	S45°52'13"E	14.85'	L53	S88°14'14"W	9.00'			
L16	S45°52'13"E	14.92'	L35	S44°07'47"W	14.85'	L54	N00°52'13"W	40.20'			
L17	S44°07'47"W	15.52'	L36	S45°52'13"E	14.85'	L55	S89°07'47"W	22.64'			
L18	S45°52'13"E	15.52'	L37	S44°07'47"W	14.38'	L56	S89°07'47"W	11.90'			
L19	S44°07'47"W	15.16'	L38	S45°52'13"E	14.15'	L57	S60°52'13"E	21.11'			

CURVE TABLE						CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	46.00'	72.26'	S45°52'13"E	65.05'	C37	89°50'08"	24.00'	37.63'	S45°57'09"E	33.89'
C2	90°42'06"	39.00'	61.74'	S44°28'50"W	55.49'	C38	90°00'00"	24.00'	37.70'	S44°07'47"W	33.94'
C3	89°17'54"	39.00'	60.78'	N45°31'10"W	54.82'	C39	89°48'47"	24.00'	37.62'	N45°57'50"W	33.89'
C4	90°00'00"	39.00'	61.26'	N45°52'13"W	55.15'	C40	89°48'47"	24.00'	37.62'	N44°13'23"E	33.89'
C5	90°00'00"	39.00'	61.26'	N44°07'47"E	55.15'	C41	90°00'00"	24.00'	37.70'	S45°52'13"E	33.94'
C6	90°00'00"	24.50'	38.48'	N45°52'13"W	34.65'	C42	90°00'03"	23.96'	37.64'	N45°51'51"W	33.89'
C7	90°00'00"	24.00'	37.70'	N44°07'47"E	33.94'	C43	90°00'00"	24.00'	37.70'	S44°07'47"W	33.94'
C8	86°25'00"	24.00'	36.20'	S42°20'17"W	32.86'	C44	89°48'46"	24.00'	37.62'	N44°13'24"E	33.89'
C9	77°22'11"	24.00'	32.41'	S52°11'08"E	30.00'	C45	79°23'30"	24.00'	33.26'	N51°10'28"W	30.66'
C10	77°22'11"	24.00'	32.41'	S50°26'41"W	30.00'	C46	90°00'00"	24.00'	37.70'	S45°52'13"E	33.94'
C11	75°52'58"	24.00'	31.79'	S52°55'44"E	29.51'	C47	90°00'00"	24.00'	37.70'	S44°07'47"W	33.94'
C12	90°00'00"	24.00'	37.70'	N45°52'13"W	33.94'	C48	77°22'11"	24.00'	32.41'	N50°26'41"E	30.00'
C13	90°00'00"	24.00'	37.70'	S44°07'47"W	33.94'	C49	90°00'00"	24.00'	37.70'	S45°52'13"E	33.94'
C14	90°00'00"	24.00'	37.70'	S45°52'13"E	33.94'	C50	90°00'00"	24.00'	37.70'	S44°07'47"W	33.94'
C15	90°00'00"	24.00'	37.70'	N44°07'47"E	33.94'	C51	77°22'11"	24.00'	32.41'	N52°11'08"W	30.00'
C16	78°52'54"	24.00'	33.04'	S49°41'20"W	30.49'	C52	77°22'11"	24.00'	32.41'	N50°26'41"E	30.00'
C17	87°28'47"	24.00'	36.64'	S47°07'50"E	33.19'	C53	90°00'00"	24.00'	37.70'	S45°52'13"E	33.94'
C18	4°26'21"	500.00'	38.74'	S01°20'57"W	38.73'	C54	90°00'00"	24.00'	37.70'	S44°07'47"W	33.94'
C19	4°26'21"	500.00'	38.74'	N01°20'57"E	38.73'	C55	90°02'11"	24.00'	37.71'	N45°53'19"W	33.95'
C20	87°28'47"	24.00'	36.64'	S45°23'23"W	33.19'	C56	90°00'00"	24.00'	37.70'	S45°52'13"E	33.94'
C21	88°05'23"	24.00'	36.90'	S46°49'32"E	33.37'	C57	90°00'00"	24.00'	37.70'	S44°07'47"W	33.94'
C22	88°03'17"	24.00'	36.88'	S45°06'08"W	33.36'	C58	80°25'15"	24.00'	33.69'	N48°55'09"E	30.99'
C23	90°00'00"	24.00'	37.70'	N45°52'13"W	33.94'	C59	78°22'29"	24.00'	32.83'	N51°40'59"W	30.33'
C24	90°00'00"	24.00'	37.70'	S44°07'47"W	33.94'	C60	78°22'29"	24.00'	32.83'	N49°56'32"E	30.33'
C25	88°04'52"	24.00'	36.90'	S44°54'39"E	33.37'	C61	78°22'29"	24.00'	32.83'	N51°40'59"W	30.33'
C26	88°04'52"	24.00'	36.90'	N43°10'13"E	33.37'	C62	78°22'29"	24.00'	32.83'	N49°56'32"E	30.33'
C27	86°46'41"	24.00'	36.35'	S44°15'34"E	32.97'	C63	80°25'15"	24.00'	33.69'	N50°39'36"W	30.99'
C28	89°17'54"	24.00'	37.41'	N45°31'10"W	33.73'	C64	89°48'47"	24.00'	37.62'	N44°13'23"E	33.89'
C29	88°20'05"	24.00'	37.00'	S43°17'49"W	33.44'	C65	89°48'46"	24.00'	37.62'	N45°57'50"W	33.89'
C30	87°21'12"	24.00'	36.59'	N44°32'49"W	33.15'	C66	89°48'47"	24.00'	37.62'	N44°13'23"E	33.89'
C31	86°40'07"	24.00'	36.30'	N42°27'50"E	32.94'	C67	17°00'39"	38.00'	11.28'	N07°38'06"E	11.24'
C32	86°40'07"	24.00'	36.30'	S44°12'17"E	32.94'	C68	17°00'39"	42.00'	12.47'	S07°38'06"W	12.42'
C33	88°16'48"	24.00'	36.98'	S43°16'11"W	33.43'	C69	17°00'39"	42.00'	12.47'	N09°22'33"W	12.42'
C34	87°23'21"	24.00'	36.61'	N44°33'54"W	33.16'	C70	17°00'39"	38.00'	11.28'	S09°22'33"E	11.24'
C35	86°40'07"	24.00'	36.30'	N42°27'50"E	32.94'	C71	82°27'16"	59.60'	85.77'	S41°42'16"W	78.56'
C36	54°08'06"	7.99'	7.55'	S63°46'30"E	7.27'	C72	96°11'52"	59.60'	100.07'	N48°58'09"W	88.72'

Notes :

1. All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
2. All HOA lots are to be owned and maintained by the Homeowner's Association.
3. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utility and building permits.
4. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998493927.
5. According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0393H, dated June 19, 2020 & Map No. 48121C0535G, dated April 18, 2011 for Hickory Creek, Denton County, Texas and incorporated areas, the property is within ZONE X (UNSHADED) defined as "Areas determined to be outside the 0.2% annual chance floodplain" If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
6. Building Setback lines will not be shown because there is no minimum setback in the Planned Development Zoning according to Resolution No. 2022-0801
7. All lots adjacent to Floodplain must meet the Minimum Finished Floor Elevation of 586.90' : Block A, Lots 1-10; Block F, Lot 14; Block K, Lots 1 & 12; Block M, Lots 1-10;
8. All Open Space lots to be Sidewalk Easements

VICINITY MAP N.T.S.



NORTH

GRAPHIC SCALE IN FEET
60 0 30 60 120
1" = 60' @ 24X36

LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = CAPPED IRON ROD FOUND
B.L. = BUILDING LINE
D.E. = DRAINAGE EASEMENT
S.S.E. = SANITARY SEWER EASEMENT
U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT
VOL. = VOLUME
XF = CUT "X" FOUND
PG. = PAGE
R.O.W. = RIGHT OF WAY
D.R.D.C.T. = DEED RECORDS DENTON COUNTY, TEXAS
P.R.D.C.T. = PLAT RECORDS DENTON COUNTY, TEXAS

= STREET NAME CHANGE

= EXISTING TXU EASEMENT TO BE ABANDONED BY THIS PLAT

LINE TYPE LEGEND

BOUNDARY LINE
EASEMENT LINE
LOT LINE
ADJOINER LINE
BUILDING SETBACK
ALIGNMENT LINE

FINAL PLAT
RESERVE AT HICKORY CREEK

BLOCK A, LOTS 1-20, 21X; BLOCK B, LOTS 1-15, 16X; BLOCK C, LOTS 1-12, 13X; BLOCK D, LOTS 1-12, 13X; BLOCK E, LOTS 1-12, 13X; BLOCK F, LOTS 1-14, 15X; BLOCK G, LOTS 1-12, 13X; BLOCK H, LOTS 1-12, 13X; BLOCK I, LOTS 1-12, 13X; BLOCK J, LOTS 1-12, 13X; BLOCK K, LOTS 1-12, 13X; BLOCK L, LOT 1X; BLOCK M, LOTS 1-20, 21X; BLOCK N, LOTS 1-20, 21X; BLOCK O, LOTS 1-20, 21X; BLOCK P, LOTS 1-20, 21X; BLOCK Q, LOT 1X

18.8530 ACRES
225 RESIDENTIAL LOTS
17 OPEN SPACE LOTS

SITUATED IN THE
H.H. SWISHER SURVEY,
ABSTRACT NO. 1220
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS

Kimley»Horn
400 North Oklahoma Dr., Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
FIRM # 10194503
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SPA	KHA	Feb. 2023	063256500	1 OF 2

APPLICANT:
Kimley-Horn and Associates, Inc.
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009
Phone: 469-501-2200
Contact : Anthony Loeffel, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOC. INC.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
Contact: Daniel Arthur, R.P.L.S.
Email: daniel.arthur@kimley-horn.com

OWNER/DEVELOPER:
MARKETSPACE CAPITAL, LLC
1900 Southwest Freeway, Suite 201
Houston, TX 77074
Tel. No. (281) 776-9784
Contact: Taylor Stinnett
Email:

DRAWING FILE: C:\USERS\TAYLOR.STINNETT\DESKTOP\RESERVE AT HICKORY CREEK\RESERVE AT HICKORY CREEK_FP.DWG PLOTTED BY: TAYLOR.STINNETT LAST SAVED BY: TAYLOR.STINNETT PLOT DATE: 3/10/2023 9:19 AM

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS Reserve at Hickory Creek, LLC is the owner of a tract of land situated in the H.H. Swisher Survey, Abstract Number 1220, Town of Hickory Creek, Denton County, Texas, and being all of that called 18.786 acre tract of land described in deed to Reserve at Hickory Creek LLC, according to the document filed of record in Document Number 2021-133395, Deed Records Denton County, Texas (D.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "RPLS 4561" found in the north line of Turbeville Road, a variable width right-of-way, for the southeast corner of Lot 1, Block 1, The Olana at Hickory Creek, an addition to the Town of Hickory Creek according to the plat filed of record in Document Number 2022-203, (D.R.D.C.T.) same being the common southwest corner of this tract;

THENCE with the east line of said Lot 1, Block 1, same being common with the west line of this tract the following five (5) courses and distances:

North 0°52'13" West, a distance of 820.00 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner;

North 89°07'47" East, a distance of 10.00 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner;

North 0°52'13" West, a distance of 10.00 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner;

South 89°07'47" West, a distance of 10.00 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner;

North 0°52'13" West, a distance of 432.47 feet to a 1/2" iron rod found in the south line of that tract of land conveyed to Alan Harvey Goldfield & Shirley Mae Goldfield according to the document filed of record in Document Number 2013-57560 (D.R.D.C.T.), for the northeast corner of said Lot 1, Block 1, same being the northwest corner of this tract;

THENCE North 89°49'53" East, with the north line of said 18.786 acre tract, a distance of 653.80 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the northwest corner of Enclave of Hickory Creek, an addition to the Town of Hickory Creek according to the plat filed of record in Document Number 2013-198 Plat Records Denton County, Texas and being the common northeast corner of this tract;

THENCE South 0°47'22" East, with the west line of said Enclave of Hickory Creek, same being common with the east line of this tract, a distance of 1256.06 feet to an "X" cut in concrete, set at the base of a wall, in the north line of the above-mentioned Turbeville Road for the southeast corner of this tract;

THENCE with said north line the following three (3) courses and distances:

South 89°50'23" West, a distance of 200.96 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner;

South 89°06'11" West, a distance of 416.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner;

South 87°58'34" West, a distance of 34.78 feet to the **POINT OF BEGINNING** and containing 821,237 square feet or 18.8530 acres of land.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **RESERVE AT HICKORY CREEK, LLC.,** acting by and through their duly authorized agents, do hereby adopt this plat, designating the herein described property as **RESERVE AT HICKORY CREEK**, an addition to the Town of Hickory Creek, Denton County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and floodway management areas shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility).

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Hickory Creek.

WITNESS, my hand at _____, Texas, this the ___ day of _____, 2023.

RESERVE AT HICKORY CREEK, LP.

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, 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 therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

THAT I, Daniel Arthur, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the Town of Hickory Creek, Texas.

Dated this the _____ day of _____, 20____.

_____
DANIEL ARTHUR
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5933
KIMLEY-HORN AND ASSOCIATES, INC.
400 NORTH OKLAHOMA DRIVE, SUITE 105
CELINA, TEXAS 75009
PH. 469-501-2200
daniel.arthur@kimley-horn.com

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

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Daniel Arthur, 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 therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

RECOMMENDED FOR APPROVAL

_____ _____
Chairman, Planning and Zoning Commission — Date
Town of Hickory Creek, Texas

APPROVED AND ACCEPTED

_____ _____
Mayor, Town of Hickory Creek, Texas — Date

The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the Reserve at Hickory Creek subdivision or addition to the Town of Hickory Creek was submitted to the town council on the _____ of _____ 2023, 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.

_____ _____
Town Secretary — Date
Town of Hickory Creek, Texas

FINAL PLAT
RESERVE AT HICKORY CREEK

BLOCK A, LOTS 1-20, 21X; BLOCK B, LOTS 1-15, 16X; BLOCK C, LOTS 1-12, 13X; BLOCK D, LOTS 1-12, 13X; BLOCK E, LOTS 1-12, 13X; BLOCK F, LOTS 1-14, 15X; BLOCK G, LOTS 1-12, 13X; BLOCK H, LOTS 1-12, 13X; BLOCK I, LOTS 1-12, 13X; BLOCK J, LOTS 1-12, 13X; BLOCK K, LOTS 1-12, 13X; BLOCK L, LOT 1X; BLOCK M, LOTS 1-20, 21X; BLOCK N, LOTS 1-20, 21X; BLOCK O, LOTS 1-20, 21X; BLOCK P, LOTS 1-20, 21X; BLOCK Q, LOT 1X

18.8530 ACRES
225 RESIDENTIAL LOTS
17 OPEN SPACE LOTS

SITUATED IN THE
H.H. SWISHER SURVEY,
ABSTRACT NO. 1220
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS

Kimley»Horn
400 North Oklahoma Dr., Suite 105
Celina, Texas 75009
FIRM # 10194503
Tel. No. (469) 501-2200
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	SPA	KHA	Feb. 2023	063256500	2 OF 2

APPLICANT:
Kimley-Horn and Associates, Inc.
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009
Phone: 469-501-2200
Contact : Anthony Loeffel, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOC. INC.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
Contact: Daniel Arthur, R.P.L.S.
Email: daniel.arthur@kimley-horn.com

OWNER/DEVELOPER:
MARKETSPACE CAPITAL, LLC
9100 Southwest Freeway,
Suite 201
Houston, TX 77074
Tel. No. (281) 776-9784
Contact: Taylor Stinnett
Email:

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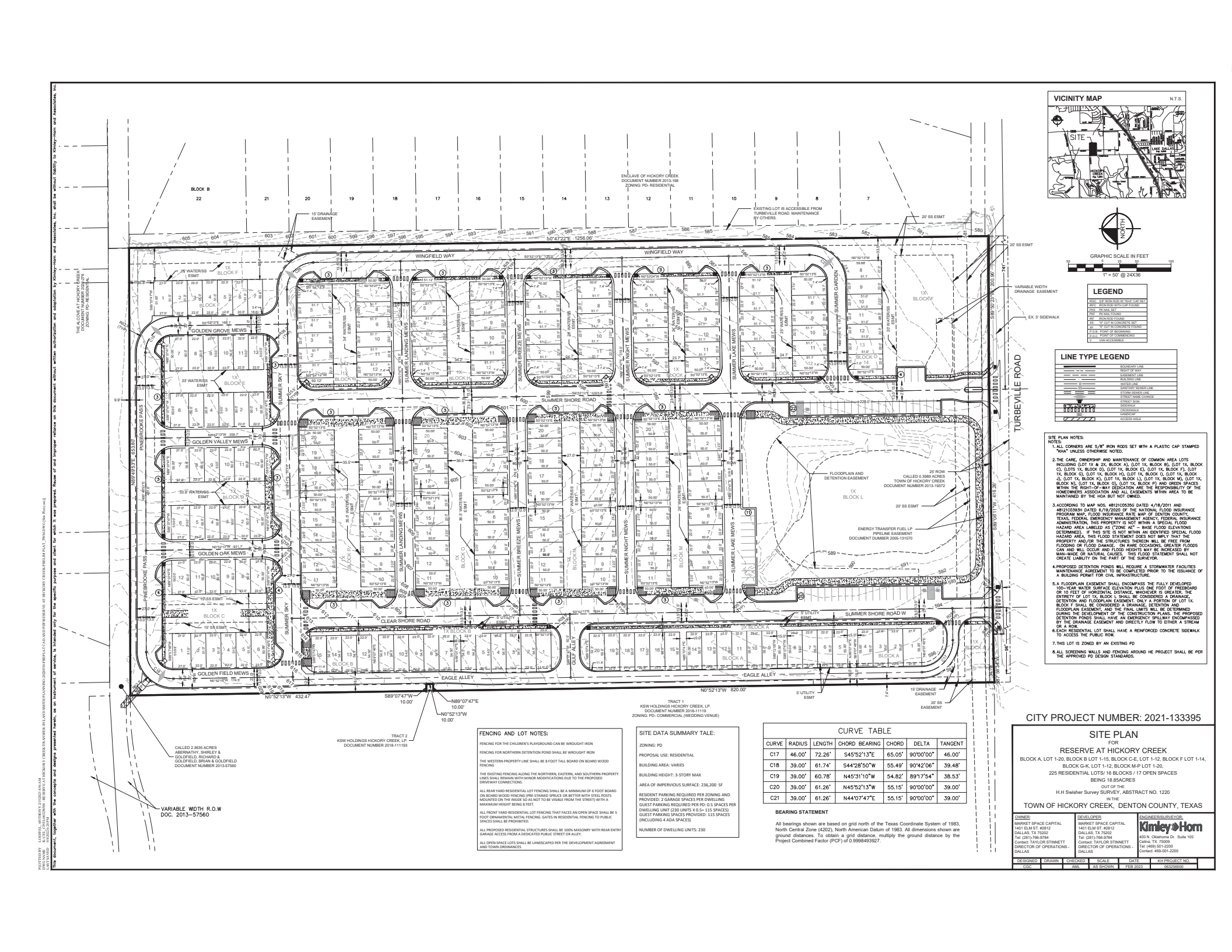
Kimley-Horn and Associates, Inc.
All rights reserved

DWG NAME: C:\CIVIL_SURVEY\063256500\DESIGN\FINAL PLAT\063256500 FINAL PLAT.DWG PLOTTED BY: ALAN, W DATE/TIME: 3/13/2023 9:19:39 AM



LEGEND	
REBC	5/8" IRON ROD W/ "KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
PKS	PK NAIL SET
PKF	PK NAIL FOUND
IRS	IRON ROD FOUND
XS	"X" CUT IN CONCRETE SET
XF	"X" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
V	VAN ACCESSIBLE

LINE TYPE LEGEND
BOUNDARY LINE
RIGHT OF WAY
EASEMENT LINE
BUILDING LINE
WATER LINE
SANITARY SEWER LINE
STORM SEWER LINE
STREET NAME CHANGE
STREET SIGN
SIDEWALK
CROSSWALK
HANDICAP
ACCESS AISLE

FENCING AND LOT NOTES:

FENCING FOR THE CHILDREN'S PLAYGROUND CAN BE WROUGHT IRON

FENCING FOR NORTHERN DETENTION POND SHALL BE WROUGHT IRON

THE WESTERN PROPERTY LINE SHALL BE 8 FOOT TALL BOARD ON BOARD WOOD FENCING

THE EXISTING FENCING ALONG THE NORTHERN, EASTERN, AND SOUTHERN PROPERTY LINES SHALL REMAIN WITH MINOR MODIFICATIONS DUE TO THE PROPOSED DRIVEWAY CONNECTIONS.

ALL REAR YARD RESIDENTIAL LOT FENCING SHALL BE A MINIMUM OF 6 FOOT BOARD ON BOARD WOOD FENCING (PRE-STAINED SPRUCE OR BETTER WITH STEEL POSTS MOUNTED ON THE INSIDE SO AS NOT TO BE VISIBLE FROM THE STREET) WITH A MAXIMUM HEIGHT BEING 8 FEET.

ALL FRONT YARD RESIDENTIAL LOT FENCING THAT FACES AN OPEN SPACE SHALL BE 5 FOOT ORNAMENTAL METAL FENCING. GATES IN RESIDENTIAL FENCING TO PUBLIC SPACES SHALL BE PROHIBITED.

ALL PROPOSED RESIDENTIAL STRUCTURES SHALL BE 100% MASONRY WITH REAR ENTRY GARAGE ACCESS FROM A DEDICATED PUBLIC STREET OR ALLEY.

ALL OPEN SPACE LOTS SHALL BE LANDSCAPED PER THE DEVELOPMENT AGREEMENT AND TOWN ORDINANCES

SITE DATA SUMMARY TALE:

ZONING: PD

PROPOSAL USE: RESIDENTIAL

BUILDING AREA: VARIES

BUILDING HEIGHT: 3-STORY MAX

AREA OF IMPERVIOUS SURFACE: 236,200 SF

RESIDENT PARKING REQUIRED PER ZONING AND PROVIDED: 2 GARAGE SPACES PER DWELLING GUEST PARKING REQUIRED PER PD: 0.5 SPACES PER DWELLING UNIT (230 UNITS X 0.5= 115 SPACES) GUEST PARKING SPACES PROVIDED: 115 SPACES (INCLUDING 4 ADA SPACES)

NUMBER OF DWELLING UNITS: 230

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C17	46.00'	72.26'	S45°52'13"E	65.05'	90°00'00"	46.00'
C18	39.00'	61.74'	S44°28'50"W	55.49'	90°42'06"	39.48'
C19	39.00'	60.78'	N45°31'10"W	54.82'	89°17'54"	38.53'
C20	39.00'	61.26'	N45°52'13"W	55.15'	90°00'00"	39.00'
C21	39.00'	61.26'	N44°07'47"E	55.15'	90°00'00"	39.00'

BEARING STATEMENT

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202). North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998493927.

CITY PROJECT NUMBER: 2021-133395

SITE PLAN

FOR

RESERVE AT HICKORY CREEK

BLOCK A, LOT 1-20, BLOCK B LOT 1-15, BLOCK C-E, LOT 1-12, BLOCK F LOT 1-14, BLOCK G-K, LOT 1-12, BLOCK M-P LOT 1-20,

225 RESIDENTIAL LOTS/ 16 BLOCKS / 17 OPEN SPACES

BEING 18.85ACRES

OUT OF THE

H.H Swisher Survey SURVEY, ABSTRACT NO. 1220

IN THE

TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

OWNER:
MARKET SPACE CAPITAL
1401 ELM ST. #2812
DALLAS, TX 75202
Tel: (281)-766-9784
Contact: TAYLOR STINNETT
DIRECTOR OF OPERATIONS - DALLAS

DEVELOPER
MARKET SPACE CAPITAL
1401 ELM ST. #2812
DALLAS, TX 75202
Tel: (281)-766-9784
Contact: TAYLOR STINNETT
DIRECTOR OF OPERATIONS - DALLAS

ENGINEER/SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2200
Contact: 469-501-2200

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
CGC		AML	AS SHOWN	FEB 2023	063256600

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. and be without liability to Kimley-Horn and Associates, Inc.

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DWG NAME: K:\CEL_CIVIL\063256600 - RESERVE AT HICKORY CREEK\CIVIL\SITE PLAN\063256600-RESERVE AT HICKORY CREEK-PLAN SHEET.DWG

RESERVE AT HICKORY CREEK
AMENITIES AND PLANTING LAYOUT

DENTON COUNTY, TEXAS

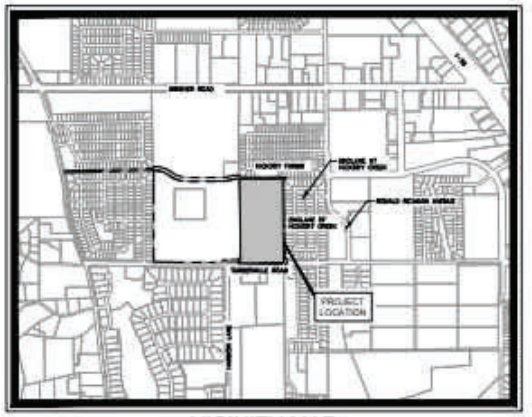
Landscape Architect:

GREENSCAPE ASSOCIATES

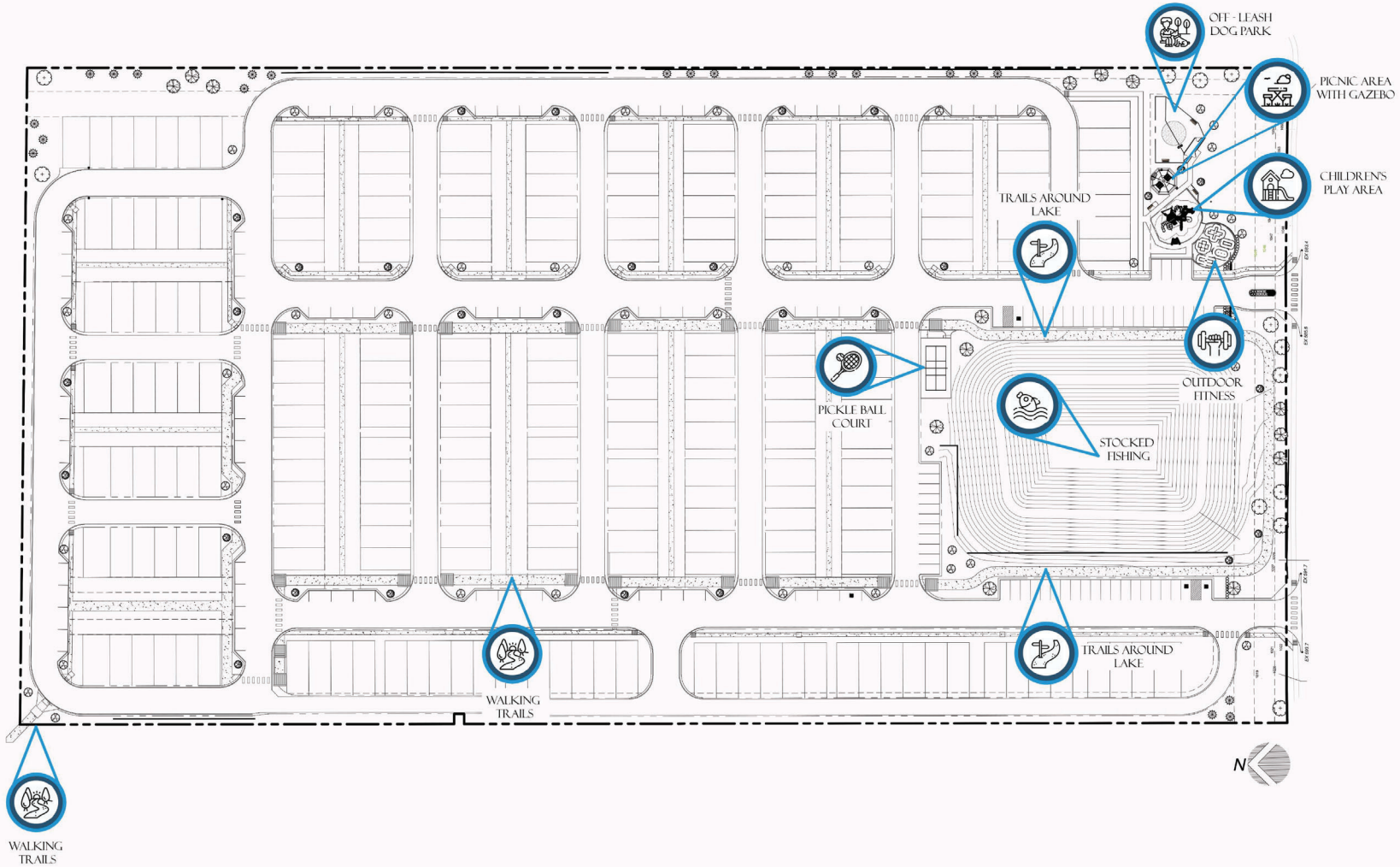
P.O. Box 751
Rosenberg, Texas 77471
tel: 281.341.9975.
fax: 281.341.5419
www.greenscapeassociates.com

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
INSERT	AMENITIES LAYOUT
L1.00-L1.02	HARDSCAPE LAYOUT
L1.03-L1.05	HARDSCAPE DETAILS
L2.00-L2.01	EXISTING TREE SURVEY
L2.02-L2.05	PLANTING PLAN & DETAILS
L2.06	MATERIAL EXAMPLES
L3.01-L3.04	IRRIGATION PLANS



VICINITY MAP



THE RESERVE AT HICKORY CREEK AMENITY PLAN

SCALE 1"= 50'-0"

HICKORY CREEK TX

SITE LEGEND

CONCRETE DETAILS

1 — 1.1 4', 5', 10' Wide Concrete Walk -ref plan for wide (tie in flush and even w/ ex parking curb) RE: A-E/L1.03

SINGLE-FAMILY TREE NOTE:

1) PRIOR TO OCCUPANCY OF ALL SINGLE FAMILY DWELLINGS A MINIMUM OF ONE (1) TREE WITH A MINIMUM OF THREE (3) INCH CALIPER MEASURED AT SIX (6) FEET ABOVE GROUND IS REQUIRED FOR ALL LOTS. IT SHALL BE LOCATED WITHIN THE FRONT OF THE LOT, OR NEARBY COMMON AREA. TREES MAY BE ORNAMENTAL OR SHADE TREES

WALK LAYOUT & NOTES:

1) THESE PLANS INDICATE APPROXIMATE LOCATIONS OF THE CONCRETE WALKS. CONTRACTOR IS TO STAKE CENTERLINE OF PROPOSED WALKS USING 1"x2"x18" STAKES AT SPECIFIED ON CENTERS FOR APPROVAL PRIOR TO ANY CONSTRUCTION PROCEDURE. OWNER AND LANDSCAPE ARCHITECT SHALL MAKE FINAL APPROVAL AND/OR LAYOUT OF WALK IN THE FIELD PRIOR TO PLACEMENT OF FORMS BY CONTRACTOR.

2) FINISH ELEVATION OF WALK SYSTEM IS TO FOLLOW EXISTING CONTOURS OF SURROUNDING AREA UNLESS OTHERWISE NOTED. SET ELEVATIONS OF WALKS FOR POSITIVE DRAINAGE. THE WALK SYSTEM IS NOT TO IMPEDE EXISTING SURFACE DRAINAGE IN ANY MANNER.

3) CONTRACTOR'S WALKS AND WHEELCHAIR RAMP WORK SHALL MEET THE TITLE III PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT FOR PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES. SIDEWALK RUNNING SLOPES NOT TO EXCEED 1:20, CROSS SLOPES NOT TO EXCEED 1:50.

4) CONTRACTOR SHALL USE FIBERGLASS OR THIN WOOD FORMS TO CREATE SMOOTH AND UNIFORM CURVES ON MEANDERING SIDEWALKS UNLESS OTHERWISE APPROVED BY LANDSCAPE ARCHITECT.

5) CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 3000 PSI. CONCRETE AND REINFORCING SHALL MEET ALL OTHER APPLICABLE CRITERIA AS PER DETAIL3.00 & NOTES.

6) CONTRACTOR TO TIE ALL SIDEWALKS INTO EXISTING WALKS WITH A SMOOTH TRANSITION AND TO MATCH EXISTING WALKS IN COLOR AND FINISH. DOWEL INTO EXISTING WALK BY INSTALLING 12" LONG, #5 REBAR DOWEL3.00, AT 12" O.C. DRILL INTO EXISTING CONCRETE WALK AND EPOXY #5 REBAR IN PLACE.

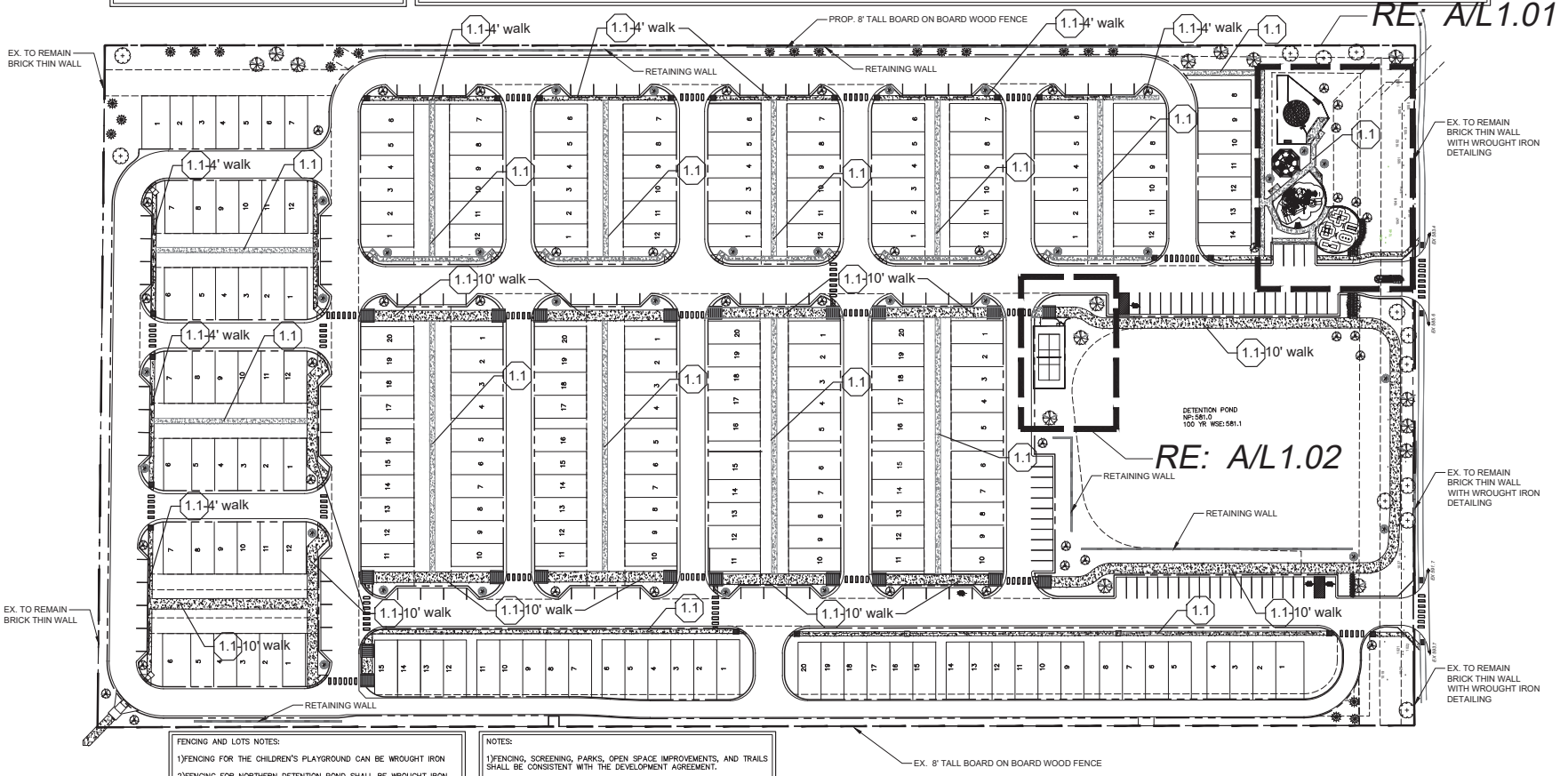
7) CONSTRUCTION JOINT LAYOUT AT WALK INTERSECTIONS HAS BEEN SHOWN DIAGRAMMATICALLY ON PLANS AND SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO POURING. WALKS SHALL BE POURED IN SECTIONS WITH NO CORNERS LESS THAN 45 DEGREES TO AVOID FUTURE CRACKING.

8) ALL UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO DIGGING.

9) NOTE: CONTRACTOR IS RESPONSIBLE FOR PROTECTING HIS WORK FROM VANDALISM OR GRAFFITI PRIOR TO CURING. CONTRACTOR SHALL REPLACE AS NECESSARY ANY SECTIONS OF DAMAGED WALK AT NO ADDITIONAL COST TO THE OWNER.

10) ALL RUTS, DEPRESSIONS AND OTHER DAMAGE TO EXISTING GRADE AS A RESULT OF WALK CONSTRUCTION IS TO BE FILLED, REGRADED AND RE-SEEDED BY CONTRACTOR TO SATISFACTION OF LANDSCAPE ARCHITECT.

11) ANY DAMAGE TO EXISTING IRRIGATION SYSTEM IS TO BE REPAIRED (USING SAME TYPE OF EXISTING IRRIGATION PRODUCT) BY CONTRACTOR TO SATISFACTION OF THE LANDSCAPE ARCHITECT.



FENCING AND LOTS NOTES:

1) FENCING FOR THE CHILDREN'S PLAYGROUND CAN BE WROUGHT IRON

2) FENCING FOR NORTHERN DETENTION POND SHALL BE WROUGHT IRON

3) THE WESTERN PROPERTY LINE SHALL BE 8' TALL BOARD ON BOARD WOOD FENCING

4) THE EXISTING FENCING ALONG THE NORTHERN, EASTERN, AND SOUTHERN PROPERTY LINES SHALL REMAIN WITH MINOR MODIFICATIONS DUE TO THE PROPOSED DRIVEWAY CONNECTIONS

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7) ALL PROPOSED RESIDENTIAL STRUCTURES SHALL BE 100% MASONRY WITH REAR ENTRY GARAGE ACCESS FROM A DEDICATED PUBLIC STREET OR ALLEY

8) ALL OPEN SPACE LOTS SHALL BE LANDSCAPED PER THE DEVELOPMENT AGREEMENT AND TOWN ORDINANCES

NOTES:

1) FENCING, SCREENING, PARKS, OPEN SPACE IMPROVEMENTS, AND TRAILS SHALL BE CONSISTENT WITH THE DEVELOPMENT AGREEMENT.

2) THERE IS NOT FLOODPLAIN ON SITE PER FEMA PANEL NO. 48121C0535G WITH THE EFFECTIVE DATE OF 4/18/2011

3) ALL EXISTING TREES ONSITE ARE PROPOSED TO BE REMOVED AND MITIGATED FOR BY THE DEVELOPER/OWNER SPECIES, SIZE, & HEALTH SHOWN ON SHEET 2 OF LANDSCAPE PLAN.

4) OPEN SPACE HATCHING SHOWN ON SITE SHALL BE LANDSCAPE & IRRIGATED PER THE TOWN STANDARDS. FINAL MATERIALS TO BE SELECTED DURING THE CONSTRUCTION PLAN REVIEW PROCESS.

5) ALL PROPOSED FENCING SHALL BE ALONG THE COMMON PROPOSED LINE. THE LINES ARE SHOWN OFFSET FROM THE PROPOSED LINE FOR VISUAL PURPOSES.

A — Landscape Plan
Scale: 1" =50'

N

RESERVE AT HICKORY CREEK
Town of Hickory Creek
Denton County, Texas

GREENSCAPE ASSOCIATES
P.O. Box 751
Rosenberg, Texas 77471
tel: 281.341.4775
fax: 281.341.3414
www.greenscapeassociates.com

2-10-23

CopyRight, 2023
GreenScape Associates, LLC
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Project #:
Date: 2.10.23
Drawn:
Checked:

Revisions:

Sheet:
L1.00
Hardscape Layout

SITE LEGEND

1 CONCRETE DETAILS

- 1.1 5' Wide Concrete Walk - (tie in flush and even w/ ex parking curb) RE: A-E/L1.03
- 1.2 Conc Walk w/ Play Curb RE: H/L1.03
- 1.3 1' Conc Play Curb RE: H/L1.03
- 1.4 Conc Walk w/ Bench at Playcurb RE: G/L1.03
- 1.5 ADA Ramp RE: F/L1.03
- 1.6 DECOMPOSED GRANITE W/CURB RE: I/L1.03

2 SITE FURNITURE and FENCING

- 2.1 Trash Receptacle - RE: A/L1.04
- 2.2 Bench - RE: B/L1.04
- 2.3 Table - RE: C/L1.04
- 2.4 4' Steel Fence - RE: D/L1.04
- 2.5 6' Steel Fence and Gate - RE: D-E/L1.04
- 2.6 Dog Waste Station - G/L1.04

3 EQUIPMENT

- 3.1 Burke Playground NU-3191 - RE: A/L1.05
- 3.2 Octagon Shade Pavilion RE: B/L1.05
- 3.3 Hip Flex - RE: F/L1.04
- 3.4 Body Pull Up- RE: F/L1.04
- 3.5 Heel Flex - RE: F/L1.04
- 3.6 Leg Flex - RE: F/L1.04
- 3.7 Arm Walk- RE: F/L1.04
- 3.8 Pickle Ball Court - RE:I/J1.03

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general construction notes:

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5) CONTRACTOR SHALL NOTIFY OWNER AND LANDSCAPE ARCHITECT 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.

6) ANY CONFLICTING INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OR IT WILL BE ASSUMED THE CONTRACTOR HAS INCORPORATED THE COSTLIEST ITEM.

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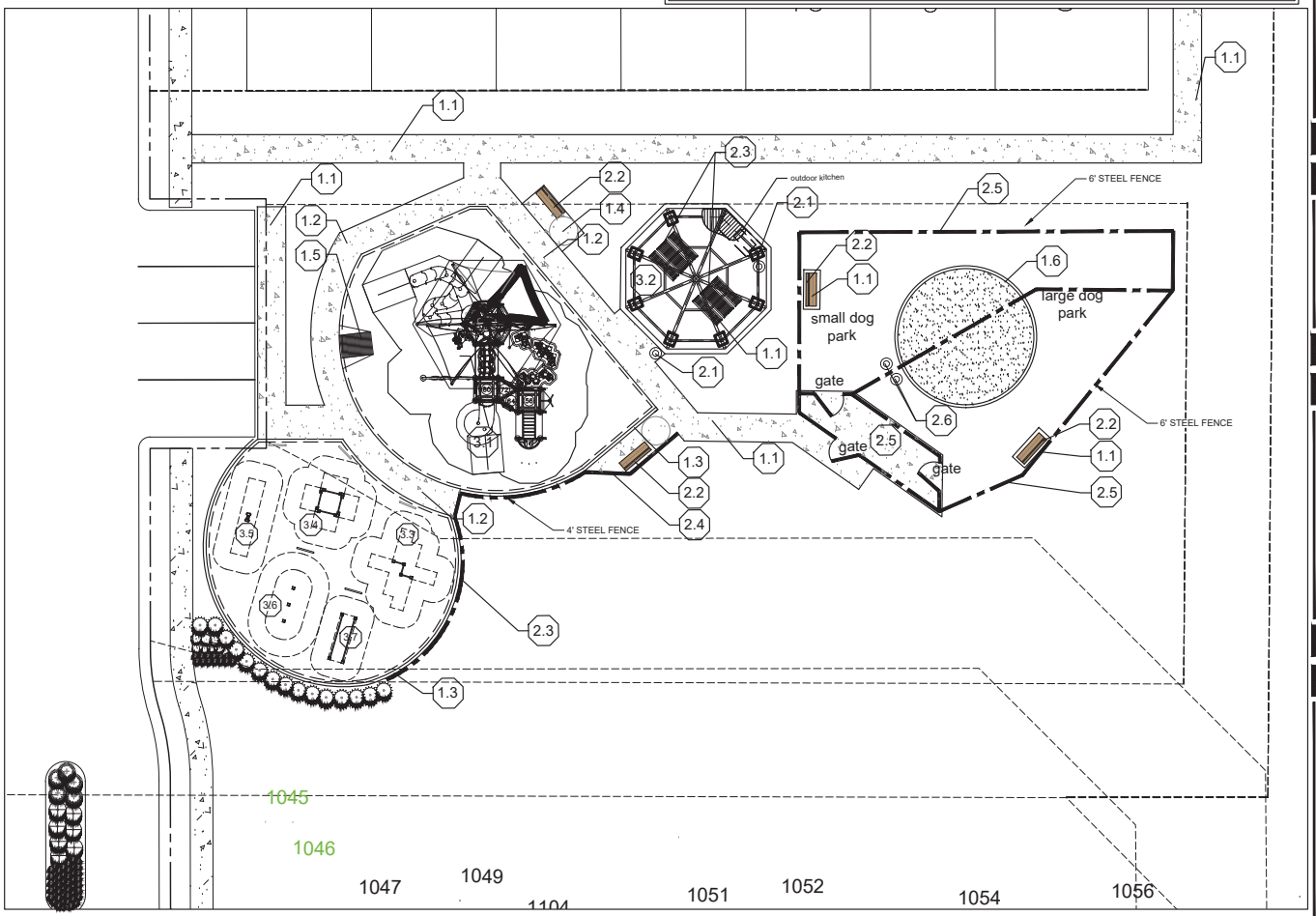

A Landscape Plan
Scale: 1" =10'

N

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Town of Hickory Creek
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REGISTERED LANDSCAPE ARCHITECT
BRETT E. LEGRAND
2269
STATE OF TEXAS
2-10-23

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Project #:
Date: 2.10.23
Drawn:
Checked:

Revisions:

Sheet:
L1.01
Hardscape Layout

SITE LEGEND

1 CONCRETE DETAILS

- 1.1 5' Wide Concrete Walk - (tie in flush and even w/ ex parking curb) RE: A-E/L1.03
- 1.2 Conc Walk w/ Play Curb RE: H/L1.03
- 1.3 1' Conc Play Curb RE: H/L1.03
- 1.4 Conc Walk w/ Bench at Playcurb RE: G/L1.03
- 1.5 ADA Ramp RE: F/L1.03
- 1.6 DECOMPOSED GRANITE W/CURB RE: I/L1.03

2 SITE FURNITURE and FENCING

- 2.1 Trash Receptacle - RE: A/L1.04
- 2.2 Bench - RE: B/L1.04
- 2.3 Table - RE: C/L1.04
- 2.4 4' Steel Fence - RE: D/L1.04
- 2.5 6' Steel Fence and Gate - RE: D-E/L1.04
- 2.6 Dog Waste Station - G/L1.04

3 EQUIPMENT

- 3.1 Burke Playground NU-3191 - RE: A/L1.05
- 3.2 Octagon Shade Pavilion RE: B/L1.05
- 3.3 Hip Flex - RE: F/L1.04
- 3.4 Body Pull Up- RE: F/L1.04
- 3.5 Heel Flex - RE: F/L1.04
- 3.6 Leg Flex - RE: F/L1.04
- 3.7 Arm Walk- RE: F/L1.04
- 3.8 Pickle Ball Court - RE:I/J1.03

FENCING AND LOTS NOTES:

1)FENCING FOR THE CHILDREN'S PLAYGROUND CAN BE WROUGHT IRON

2)FENCING FOR NORTHERN DETENTION POND SHALL BE WROUGHT IRON

3)THE WESTERN PROPERTY LINE SHALL BE 8' TALL BOARD ON BOARD WOOD FENCING

4)THE EXISTING FENCING ALONG THE NORTHERN, EASTERN, AND SOUTHERN PROPERTY LINES SHALL REMAIN WITH MINOR MODIFICATIONS DUE TO THE PROPOSED DRIVEWAY CONNECTIONS

5)ALL REAR YARD RESIDENTIAL LOT FENCING SHALL BE A MINIMUM OF 6 FOOT BOARD ON BOARD WOOD FENCING WITH A MINIMUM HEIGHT BEING 8 FEET

6)ALL FRONT YARD RESIDENTIAL LOT FENCING THAT FACES AN OPEN SPACE SHALL BE 5 FOOT ORNAMENTAL METAL FENCING

7)ALL PROPOSED RESIDENTIAL STRUCTURES SHALL BE 100% MASONRY WITH REAR ENTRY GARAGE ACCESS FROM A DEDICATED PUBLIC STREET OR ALLEY

8)ALL OPEN SPACE LOTS SHALL BE LANDSCAPED PER THE DEVELOPMENT AGREEMENT AND TOWN ORDINANCES

NOTES:

1)FENCING, SCREENING, PARKS, OPEN SPACE IMPROVEMENTS, AND TRAILS SHALL BE CONSISTENT WITH THE DEVELOPMENT AGREEMENT.

2)THERE IS NOT FLOODPLAIN ON SITE PER FEMA PANEL NO. 48121C0535G WITH THE EFFECTIVE DATE OF 4/18/2011

3) ALL EXISTING TREES ONSITE ARE PROPOSED TO BE REMOVED AND MITIGATED FOR BY THE DEVELOPER/OWNER SPECIES, SIZE, & HEALTH SHOWN ON SHEET 2 OF LANDSCAPE PLAN.

4) OPEN SPACE HATCHING SHOWN ON SITE SHALL BE LANDSCAPE & IRRIGATED PER THE TOWN STANDARDS. FINAL MATERIALS TO BE SELECTED DURING THE CONSTRUCTION PLAN REVIEW PROCESS.

5) ALL PROPOSED FENCING SHALL BE ALONG THE COMMON PROPOSED LINE. THE LINES ARE SHOWN OFFSET FROM THE PROPOSED LINE FOR VISUAL PURPOSES.

WALK LAYOUT & NOTES:

1) THESE PLANS INDICATE APPROXIMATE LOCATIONS OF THE CONCRETE WALKS. CONTRACTOR IS TO STAKE CENTERLINE OF PROPOSED WALKS USING 1"x2"x18" STAKES AT SPECIFIED ON CENTERS FOR APPROVAL PRIOR TO ANY CONSTRUCTION PROCEDURE. OWNER AND LANDSCAPE ARCHITECT SHALL MAKE FINAL APPROVAL AND/OR LAYOUT OF WALK IN THE FIELD PRIOR TO PLACEMENT OF FORMS BY CONTRACTOR.

2) FINISH ELEVATION OF WALK SYSTEM IS TO FOLLOW EXISTING CONTOURS OF SURROUNDING AREA UNLESS OTHERWISE NOTED. SET ELEVATIONS OF WALKS FOR POSITIVE DRAINAGE. THE WALK SYSTEM IS NOT TO IMPEDE EXISTING SURFACE DRAINAGE IN ANY MANNER.

3) CONTRACTOR'S WALKS AND WHEELCHAIR RAMP WORK SHALL MEET THE TITLE III PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT FOR PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES. SIDEWALK RUNNING SLOPES NOT TO EXCEED 1:20, CROSS SLOPES NOT TO EXCEED 1:50.

4) CONTRACTOR SHALL USE FIBERGLASS OR THIN WOOD FORMS TO CREATE SMOOTH AND UNIFORM CURVES ON MEANDERING SIDEWALKS UNLESS OTHERWISE APPROVED BY LANDSCAPE ARCHITECT.

5) CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 3000 PSI. CONCRETE AND REINFORCING SHALL MEET ALL OTHER APPLICABLE CRITERIA AS PER DETAIL3.00 & NOTES.

6) CONTRACTOR TO TIE ALL SIDEWALKS INTO EXISTING WALKS WITH A SMOOTH TRANSITION AND TO MATCH EXISTING WALKS IN COLOR AND FINISH. DOWEL INTO EXISTING WALK BY INSTALLING 12" LONG, #5 REBAR DOWEL3.00, AT 12" O.C. DRILL INTO EXISTING CONCRETE WALK AND EPOXY #5 REBAR IN PLACE.

7) CONSTRUCTION JOINT LAYOUT AT WALK INTERSECTIONS HAS BEEN SHOWN DIAGRAMMATICALLY ON PLANS AND SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO POURING. WALKS SHALL BE POURED IN SECTIONS WITH NO CORNERS LESS THAN 45 DEGREES TO AVOID FUTURE CRACKING.

8) ALL UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO DIGGING.

9) NOTE: CONTRACTOR IS RESPONSIBLE FOR PROTECTING HIS WORK FROM VANDALISM OR GRAFFITI PRIOR TO CURING. CONTRACTOR SHALL REPLACE AS NECESSARY ANY SECTIONS OF DAMAGED WALK AT NO ADDITIONAL COST TO THE OWNER.

10) ALL RUTS, DEPRESSIONS AND OTHER DAMAGE TO EXISTING GRADE AS A RESULT OF WALK CONSTRUCTION IS TO BE FILLED, REGRADED AND RE-SEEDED BY CONTRACTOR TO SATISFACTION OF LANDSCAPE ARCHITECT.

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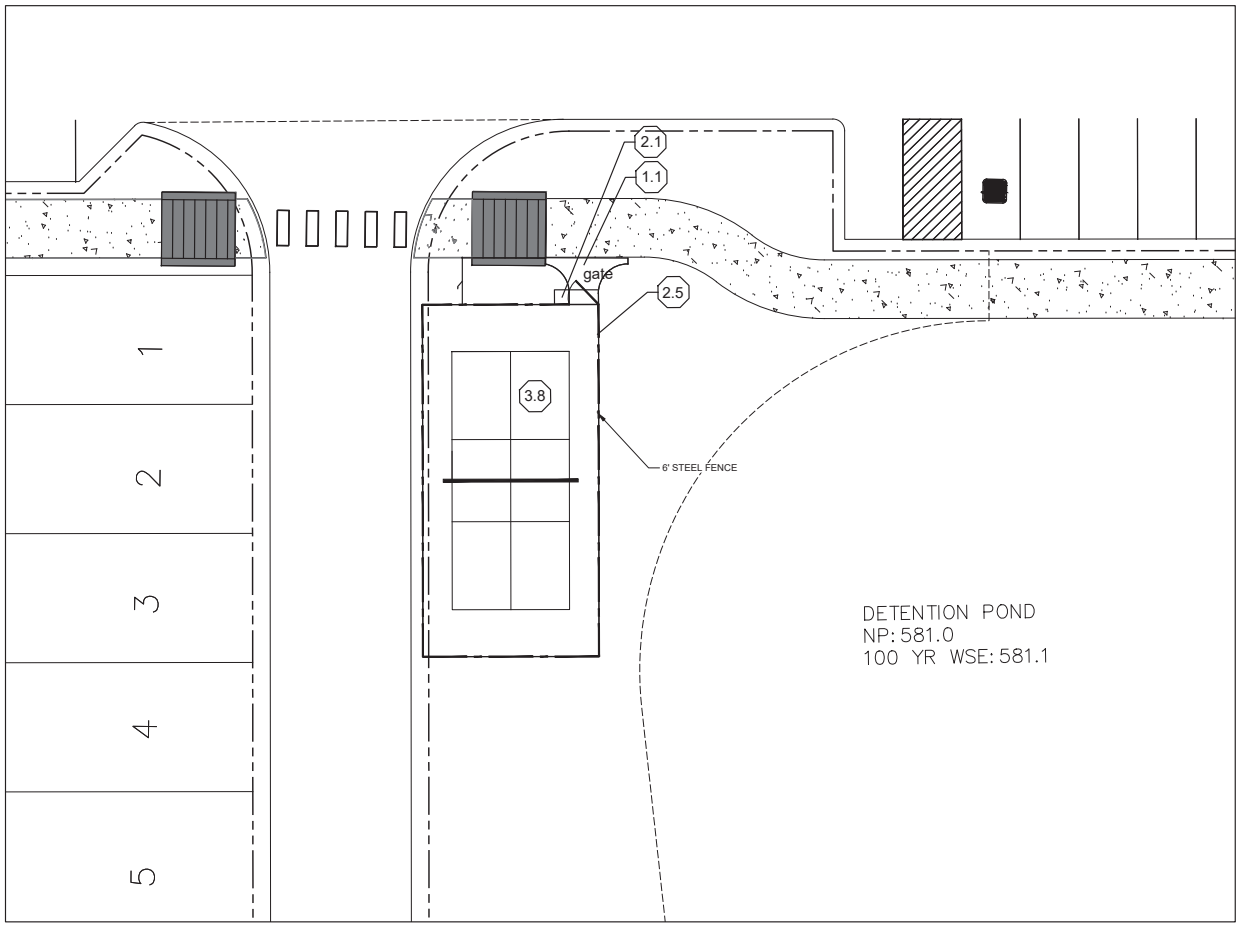

A Landscape Plan
Scale: 1" =10'

N

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BRETT E. LEBEAU REGISTERED LANDSCAPE ARCHITECT 2390 STATE OF TEXAS

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Project #:
Date: 2.10.23
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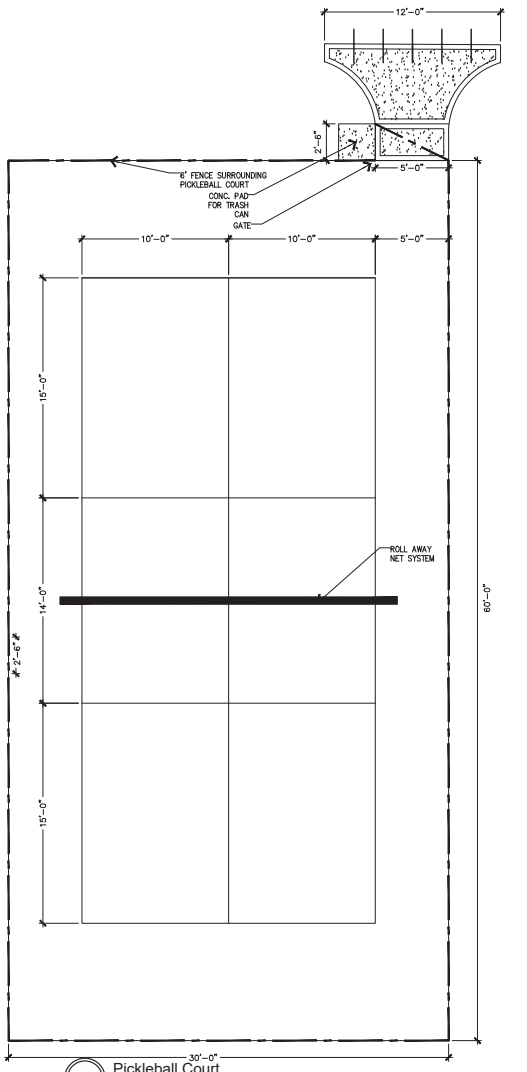
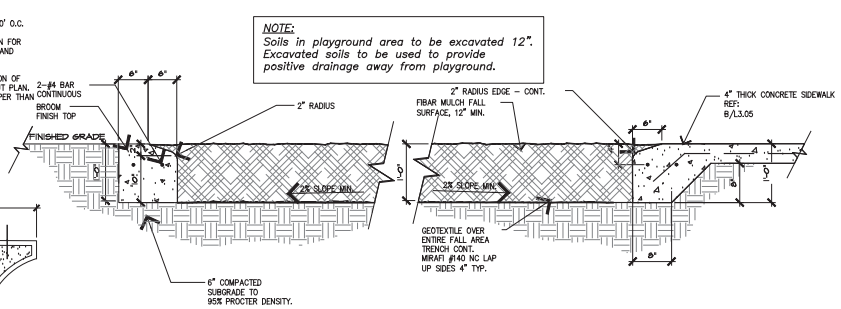
Revisions:

Sheet:
L1.02
Hardscape Layout



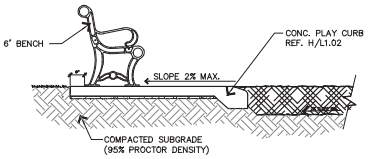
J Pickleball Court
SCALE: 1/4" = 1' - 0"

NOTE:
1. EXPANSION JOINTS @ 30' O.C. MIN.
2. REFER TO LAYOUT PLAN FOR LOCATION OF DRAINLINES AND FLOW LINE.
3. SLOPE PERF. DRAIN CONTINUOUSLY IN DIRECTION OF ARROWS NOTED ON LAYOUT PLAN. GRAVEL BED MAY BE DEEPER THAN 4" IN SOME LOCATIONS.

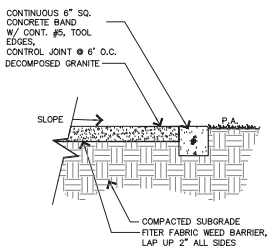


NOTE:
Soils in playground area to be excavated 12". Excavated soils to be used to provide positive drainage away from playground.

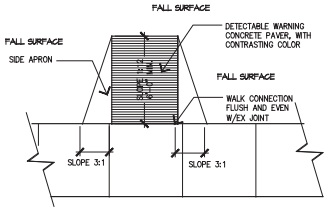
H Fall Surface at Playground
SCALE: 1" = 1' - 0"



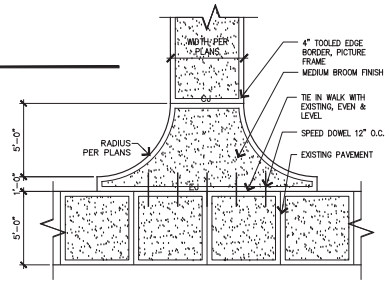
G Concrete Pad w/ bench at Play Curb
SCALE: 1/2" = 1' - 0"



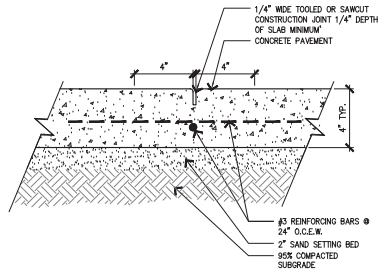
I Conc. Band at Dog Park
SCALE: 1/2" = 1' - 0"



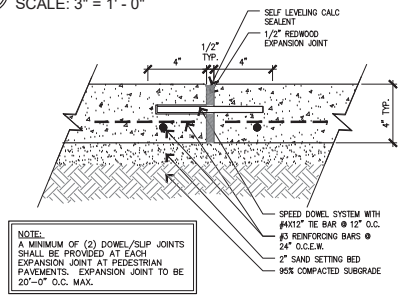
F A.D.A. RAMP AT PLAYGROUND
SCALE: 1/4" = 1' - 0"



E Walk Connection at Ex. Walk
SCALE: 1/4" = 1' - 0"

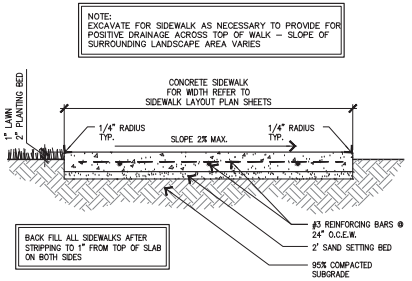


D Control Joint
SCALE: 3" = 1' - 0"

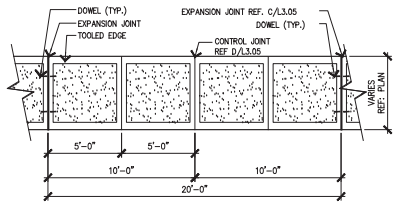


NOTE:
A MINIMUM OF (2) DOWEL/SLIP JOINTS SHALL BE PROVIDED AT EACH EXPANSION JOINT AT PEDESTRIAN PAVEMENTS. EXPANSION JOINT TO BE 20'-0" O.C. MAX.

C Expansion Joint
SCALE: 3" = 1' - 0"



B Concrete Walk
SCALE: 1" = 1' - 0"



A Walk Joint Layout
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Hardscape Details

DOGWASTEDEPOT
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G Dog Waste Station
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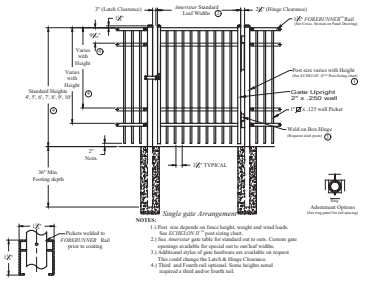
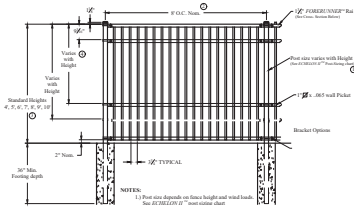
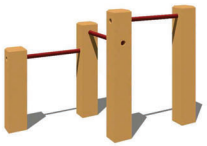


E AMERISTAR STEEL FENCE GATE REF. PLAN FOR HEIGHT
SCALE: N.T.S.



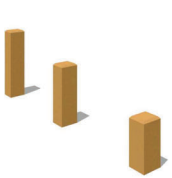
D AMERISTAR STEEL FENCE REF. PLAN FOR HEIGHT
SCALE: N.T.S.



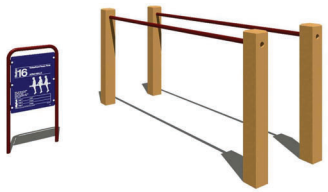
HIP FLEX

BODY PULL UP

HEEL FLEX



LEG FLEX



ARM WALK

F Workout Stations
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MANUFACTURER – Workout Stations
TimberForm Fitness Route
Hip Flex Model No. 5117 Timberform Station 17
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C Table
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MANUFACTURER – TABLE
ULINE
H–2561 6' RECTANGLE TABLE
Recycled Plastic, Cedar
Permanent Mount

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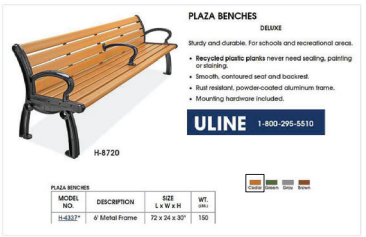

B Bench
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RESERVE AT HICKORY CREEK
Town of Hickory Creek
Denton County, Texas

GREENSCAPE ASSOCIATES
P.O. Box 751
Rosenberg, Texas 77471
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fax: 281.341.5419
www.greenscapeassociates.com

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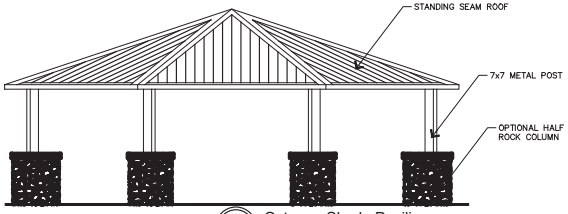

B Octagon Shade Pavilion
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B Octagon Shade Pavilion
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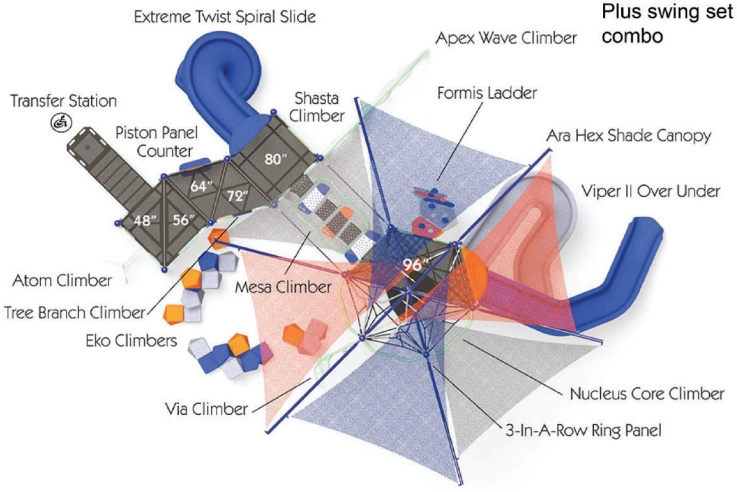

A Burke Playground NU-3191
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RESERVE AT HICKORY CREEK
Town of Hickory Creek
Denton County, Texas

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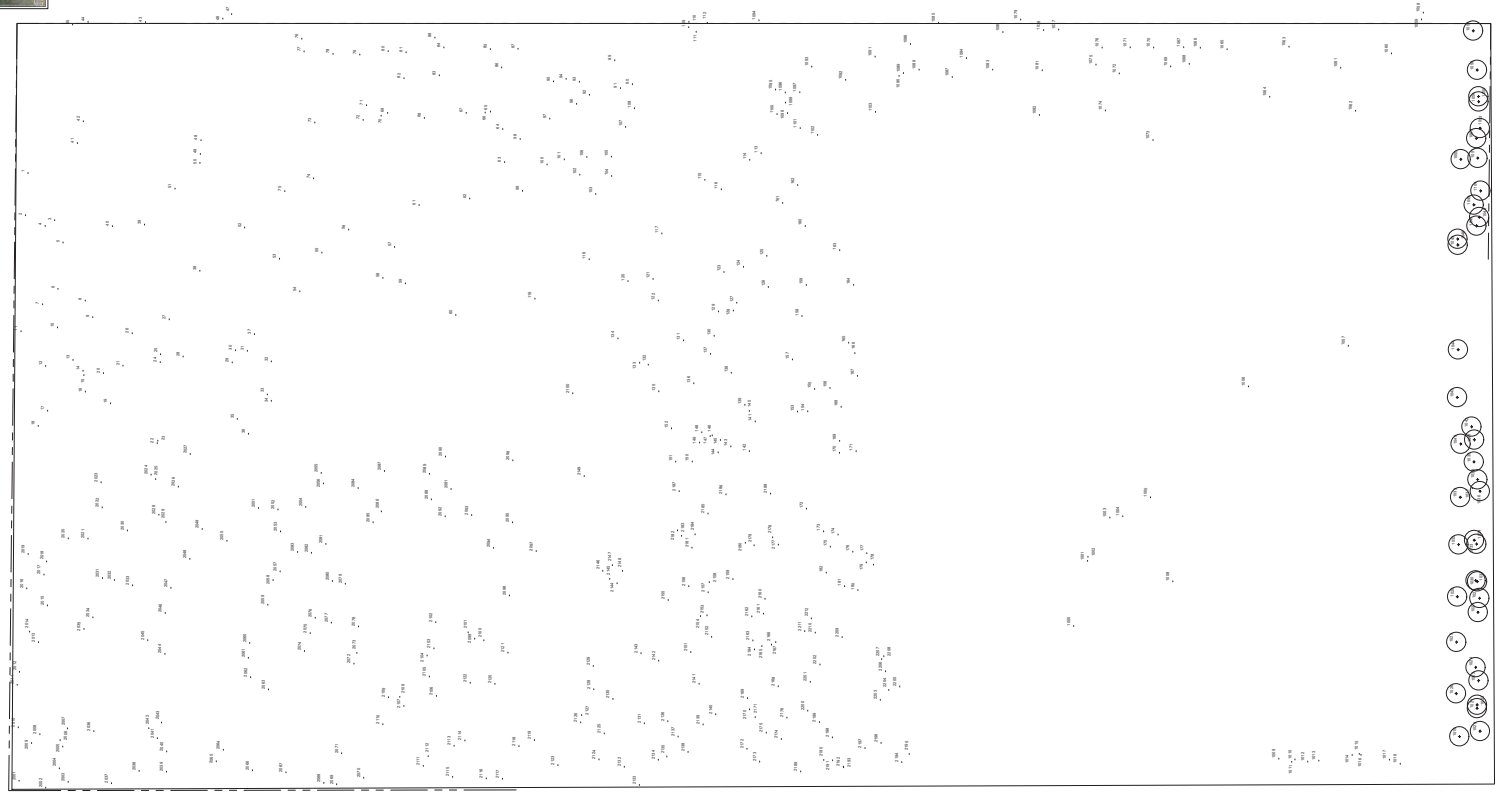

A ExsitignTree Survey
Scale: 1" =50'

N

RESERVE AT HICKORY CREEK
Town of Hickory Creek
Denton County, Texas

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Tree Survey

RESERVE AT HICKORY CREEK
Town of Hickory Creek
Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
1	7.0	southern magnolia	No	Healthy	7095736.96	2412367.32
2	9.1	cedar elm	No	Healthy	7095738.711	2412331.345
3	6.8	southern magnolia	No	Healthy	7095713.816	2412327.421
4	6.3	eastern red cedar	No	Healthy	7095721.831	2412322.382
5	6.1	southern magnolia	No	Healthy	7095706.445	2412308.482
6	18.0	post oak	No	Healthy	7095710.292	2412268.954
7	20.0	post oak	No	Healthy	7095723.273	2412255.641
8	19.1	post oak	No	Healthy	7095686.963	2412259.177
9	16.4	post oak	No	Healthy	7095680.387	2412245.1
10	15.6	post oak	No	Healthy	7095710.368	2412236.133
11	22.3	post oak	No	Healthy	7095741.382	2412232.417
12	17.5	post oak	No	Healthy	7095719.997	2412203.043
13	21.5	post oak	No	Healthy	7095696.762	2412208.518
14	14.1	post oak	No	Healthy	7095688.142	2412199.445
15	19.9	post oak	No	Healthy	7095687.352	2412195.664
16	12.2	post oak	No	Healthy	7095685.941	2412181.653
17	28.6	post oak	Yes	Healthy	7095717.915	2412164.983
18	12.4	post oak	No	Healthy	7095725.78	2412151.953
19	19.9	post oak	Yes	Healthy	7095664.361	2412171.857
20	14.7	post oak	No	Healthy	7095670.758	2412197.565
21	17.5	post oak	No	Healthy	7095654.091	2412204.104
22	18.6	post oak	No	Healthy	7095624.172	2412138.396
23	10.3	eastern red cedar	Yes	Healthy	7095623.717	2412140.517
24	17.0	post oak	No	Healthy	7095622.375	2412207.432
25	21.9	post oak	No	Healthy	7095622.232	2412214.245
26	17.4	post oak	No	Healthy	7095646.631	2412231.802
27	21.0	post oak	No	Damaged	7095615.203	2412244.008
28	17.6	post oak	No	Healthy	7095602.961	2412212.488
29	18.0	post oak	No	Healthy	7095561.117	2412207.977
30	27.5	post oak	No	Healthy	7095558.466	2412218.334
31	19.9	post oak	No	Healthy	7095548.249	2412218.011
32	18.2	post oak	No	Healthy	7095527.743	2412209.222
33	21.8	post oak	No	Healthy	7095530.83	2412181.004
34	16.0	post oak	No	Healthy	7095527.347	2412175.681
35	19.8	post oak	No	Healthy	7095556.166	2412159.908
36	26.3	post oak	Yes	Healthy	7095546.466	2412147.376
37	20.2	post oak	No	Healthy	7095542.414	2412232.285
38	21.2	Chinese elm	No	Healthy	7095589.56	2412285.793

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
39	19.6	post oak	No	Damaged	7095637.166	2412324.534
40	16.9	post oak	No	Healthy	7095664.519	2412322.842
41	22.4	post oak	No	Damaged	7095695.15	2412393.293
42	21.1	post oak	No	Healthy	7095690.364	2412412.026
43	18.5	blackjack oak	No	Healthy	7095638.301	2412497.004
44	7.5	blackjack oak	No	Healthy	7095687.316	2412496.762
45	10.5	post oak	No	Healthy	7095700.388	2412494.303
46	11.9	cedar elm	Yes	Healthy	7095572.496	2412500.836
47	21.3	sugarberry	Yes	Healthy	7095565.017	2412504.769
48	22.0	post oak	No	Damaged	7095589.903	2412397.007
49	24.5	post oak	No	Healthy	7095590.343	2412385.214
50	15.8	post oak	No	Healthy	7095590.521	2412377.634
51	21.1	post oak	No	Healthy	7095611.582	2412355.53
52	11.7	Chinese elm	No	Healthy	7095551.81	2412323.028
53	15.7	Chinese elm	No	Healthy	7095521.778	2412296.755
54	11.6	Chinese elm	No	Healthy	7095504.1	2412269.14
55	14.5	Chinese elm	No	Damaged	7095485.766	2412302.48
56	11.2	Chinese elm	No	Healthy	7095463.175	2412322.34
57	16.0	Chinese elm	No	Healthy	7095423.785	2412307.945
58	19.4	Chinese elm	No	Healthy	7095433.539	2412281.49
59	12.2	Chinese elm	No	Healthy	7095414.303	2412277.022
60	18.8	Chinese elm	No	Healthy	7095370.999	2412250.612
61	11.2	live oak	No	Healthy	7095403.387	2412343.9
62	11.9	post oak	No	Damaged	7095360.33	2412349.995
63	22.8	post oak	No	Healthy	7095330.953	2412381.343
64	14.3	post oak	No	Healthy	7095332.857	2412409.477
65	17.5	post oak	No	Healthy	7095343.492	2412424.293
66	23.7	post oak	No	Healthy	7095347.968	2412423.373
67	23.7	post oak	No	Healthy	7095364.159	2412422.923
68	7.7	live oak	No	Healthy	7095399.795	2412418.226
69	21.6	post oak	No	Healthy	7095431.124	2412422.056
70	18.3	post oak	No	Healthy	7095436.593	2412419.671
71	8.5	eastern red cedar	No	Healthy	7095449.166	2412428.481
72	21.5	post oak	No	Damaged	7095451.893	2412415.911
73	24.9	post oak	No	Healthy	7095493.018	2412413.21
74	11.9	Chinese elm	Yes	Damaged	7095493.568	2412365.608
75	15.6	Chinese elm	Yes	Damaged	7095517.964	2412354.392
76	12.3	post oak	No	Healthy	7095504.96	2412484.49

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
77	15.3	Chinese elm	Yes	Healthy	7095502.908	2412473.714
78	11.8	Chinese elm	Yes	Healthy	7095478.27	2412471.884
79	10.6	Chinese elm	Yes	Healthy	7095455.369	2412471.588
80	22.4	Chinese elm	Yes	Healthy	7095431.27	2412474.738
81	8.7	live oak	No	Healthy	7095415.963	2412473.942
82	16.5	Chinese elm	Yes	Healthy	7095417.516	2412451.836
83	9.1	Chinese elm	Yes	Healthy	7095387.46	2412454.672
84	12.4	Chinese elm	Yes	Healthy	7095383.83	2412478.489
85	6.1	live oak	No	Healthy	7095344.23	2412477.546
86	6.6	live oak	No	Healthy	7095334.354	2412461.925
87	6.9	live oak	No	Healthy	7095320.622	2412478.013
88	6.0	American elm	No	Healthy	7095391.53	2412486.762
89	22.4	post oak	No	Healthy	7095238.093	2412469.201
90	24.1	post oak	No	Healthy	7095222.801	2412448.988
91	15.4	post oak	No	Damaged	7095232.975	2412445.561
92	20.6	post oak	No	Healthy	7095259.309	2412439.604
93	18.2	post oak	No	Healthy	7095267.952	2412450.547
94	18.5	post oak	No	Healthy	7095279.297	2412452.933
95	18.2	post oak	No	Healthy	7095290.08	2412450.63
96	22.0	post oak	No	Healthy	7095270.192	2412431.729
97	21.4	post oak	No	Healthy	7095292.823	2412418.839
98	15.3	post oak	No	Healthy	7095317.912	2412401.157
99	16.4	post oak	No	Healthy	7095315.385	2412357.044
100	26.9	post oak	No	Healthy	7095294.71	2412379.724
101	19.4	post oak	No	Healthy	7095280.16	2412384.279
102	22.5	post oak	No	Healthy	7095266.753	2412371.405
103	25.0	post oak	No	Healthy	7095252.933	2412355.063
104	18.2	post oak	No	Healthy	7095239.578	2412370.588
105	23.1	post oak	No	Healthy	7095240.012	2412387.084
106	17.0	post oak	No	Healthy	7095260.868	2412386.571
107	18.5	post oak	No	Healthy	7095228.089	2412412.57
108	19.9	post oak	No	Healthy	7095220.771	2412428.562
109	19.9	post oak	No	Healthy	7095175.385	2412498.133
110	20.7	post oak	No	Healthy	7095175.222	2412502.693
111	20.6	post oak	No	Healthy	7095169.005	2412494.324
112	6.1	sugarberry	No	Healthy	7095159.598	2412502.055
113	9.3	post oak	No	Healthy	7095112.386	2412391.582
114	20.7	post oak	No	Healthy	7095122.047	2412385.81

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
115	21.3	post oak	No	Healthy	7095160.134	2412368.216
116	24.7	post oak	No	Healthy	7095146.008	2412360.307
117	11.1	live oak	Yes	Healthy	7095196.24	2412322.107
118	11.2	live oak	No	Damaged	7095257.849	2412299.335
119	12.2	live oak	No	Healthy	7095303.779	2412265.323
120	21.0	post oak	No	Healthy	7095224.564	2412281.156
121	20.9	post oak	No	Healthy	7095203.308	2412283.278
122	32.1	post oak	No	Healthy	7095198.575	2412264.99
123	23.7	post oak	No	Healthy	7095142.912	2412289.9
124	18.8	post oak	No	Healthy	7095126.354	2412294.492
125	20.7	post oak	No	Healthy	7095106.514	2412304.11
126	15.8	post oak	No	Healthy	7095104.929	2412277.525
127	18.3	post oak	No	Healthy	7095131.709	2412263.86
128	16.8	post oak	No	Healthy	7095134.541	2412257.129
129	13.4	post oak	No	Healthy	7095147.223	2412256.222
130	16.4	post oak	No	Healthy	7095150.626	2412235.402
131	22.6	post oak	No	Healthy	7095176.672	2412231.249
132	16.5	post oak	No	Healthy	7095206.511	2412210.224
133	17.0	post oak	No	Healthy	7095213.896	2412211.791
134	19.7	post oak	No	Healthy	7095232.624	2412232.275
135	16.9	post oak	No	Healthy	7095197.261	2412187.539
136	24.8	post oak	Yes	Healthy	7095167.527	2412194.716
137	13.5	post oak	No	Healthy	7095153.644	2412219.988
138	16.6	post oak	No	Healthy	7095135.679	2412204.135
139	9.6	sugarberry	Yes	Healthy	7095123.819	2412176.887
140	14.9	post oak	No	Healthy	7095119.979	2412171.726
141	14.8	post oak	No	Damaged	7095114.794	2412162.897
142	14.2	post oak	No	Healthy	7095119.462	2412137.494
143	14.8	post oak	No	Healthy	7095135.31	2412141.257
144	12.1	post oak	No	Healthy	7095146.021	2412136.048
145	14.9	post oak	No	Healthy	7095144.226	2412146.651
146	13.9	post oak	No	Healthy	7095151.3	2412150.487
147	12.0	post oak	No	Healthy	7095153.055	2412149.891
148	12.0	post oak	No	Healthy	7095160.157	2412153.099
149	9.5	post oak	No	Healthy	7095161.991	2412144.342
150	7.8	post oak	No	Healthy	7095168.052	2412128.09
151	20.2	post oak	No	Healthy	7095182.136	2412127.847
152	19.2	post oak	No	Healthy	7095186.044	2412156.131

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
153	17.5	pos oak	No	Healthy	7095078.906	2412171.656
154	16.5	pos oak	No	Healthy	7095070.129	2412171.969
155	9.4	pos oak	No	Healthy	7095064.453	2412191.079
156	12.8	pos oak	No	Healthy	7095051.371	2412192.121
157	23.2	pos oak	No	Healthy	7095083.617	2412216.087
158	16.6	pos oak	No	Healthy	7095075.988	2412253.123
159	6.3	Shumard's oak	No	Healthy	7095072.681	2412279.68
160	27.5	pos oak	No	Healthy	7095074.074	2412329.855
161	17.2	pos oak	No	Healthy	7095093.544	2412349.326
162	22.5	pos oak	No	Healthy	7095080.947	2412364.737
163	21.9	pos oak	No	Healthy	7095044.522	2412309.561
164	22.6	pos oak	No	Healthy	7095032.279	2412280.234
165	26.7	pos oak	Yes	Healthy	7095035.908	2412230.888
166	11.4	pos oak	No	Healthy	7095030.555	2412222.082
167	20.8	pos oak	No	Healthy	7095028.176	2412202.723
168	29.4	pos oak	Yes	Healthy	7095041.668	2412176.162
169	18.1	pos oak	No	Healthy	7095042.656	2412147.102
170	17.1	pos oak	No	Healthy	7095042.627	2412136.92
171	9.8	pos oak	No	Healthy	7095028.511	2412138.529
172	19.0	pos oak	No	Healthy	7095070.294	2412089.049
173	15.5	pos oak	Yes	Healthy	7095055.472	2412069.898
174	21.7	pos oak	No	Healthy	7095043.054	2412067.267
175	12.7	pos oak	No	Healthy	7095049.537	2412056.909
176	21.4	pos oak	No	Healthy	7095030.368	2412052.804
177	19.2	pos oak	No	Healthy	7095018.39	2412051.685
178	16.6	pos oak	No	Healthy	7095012.527	2412041.974
179	18.1	pos oak	No	Healthy	7095018.824	2412043.813
180	17.7	pos oak	No	Healthy	7095025.609	2412020.117
181	18.3	pos oak	No	Healthy	7095037.013	2412023.332
182	13.4	pos oak	No	Healthy	7095052.811	2412034.75
1000	24.5	pos oak	No	Healthy	7094841.348	2411991.605
1001	25.0	pos oak	No	Healthy	7094830.181	2412047.297
1002	11.4	easern red cedar	No	Healthy	7094829.925	2412050.819
1003	31.3	pos oak	No	Healthy	7094811.627	2412084.457
1004	7.7	easern red cedar	No	Healthy	7094800.632	2412085.699
1005	8.3	easern red cedar	No	Healthy	7094777.105	2412102.159
1006	28.7	American elm	Yes	Healthy	7094694.858	2412197.58
1007	29.3	cedar elm	Yes	Healthy	7094610.106	2412233.234

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
1008	27.1	post oak	No	Healthy	7094757.316	2412030.717
1009	8.8	gum bumelia	No	Healthy	7094665.258	2411880.707
1010	12.8	sugarberry	No	Healthy	7094651.465	2411880.19
1011	6.6	gum bumelia	No	Healthy	7094654.208	2411878.082
1012	7.3	sugarberry	No	Healthy	7094640.55	2411878.459
1013	9.4	sugarberry	No	Healthy	7094631.156	2411879.414
1014	15.8	eastern red cedar	No	Healthy	7094602.751	2411884.575
1015	11.9	sugarberry	No	Healthy	7094596.701	2411885.548
1016	8.4	eastern red cedar	No	Healthy	7094595.264	2411884.709
1017	14.4	sugarberry	No	Healthy	7094570.977	2411880.943
1018	9.0	sugarberry	No	Healthy	7094561.707	2411877.536
1019	7.5	eastern red cedar	No	Healthy	7094511.315	2411900.961
1020	9.2	eastern red cedar	No	Healthy	7094494.138	2411905.585
1021	9.1	eastern red cedar	No	Healthy	7094496.862	2411925.333
1022	8.6	eastern red cedar	No	Healthy	7094496.883	2411927.999
1023	11.6	eastern red cedar	No	Healthy	7094496.006	2411948.374
1024	7.9	eastern red cedar	No	Healthy	7094498.387	2411959.802
1025	7.2	live oak	No	Healthy	7094515.084	2411981.27
1026	6.6	live oak	No	Damaged	7094514.33	2411937.224
1027	8.9	eastern red cedar	Yes	Healthy	7094496.921	2412006.851
1028	7.2	live oak	No	Healthy	7094514.744	2412019.933
1029	8.8	eastern red cedar	Yes	Healthy	7094495.918	2412018.915
1030	8.0	eastern red cedar	Yes	Healthy	7094497.971	2412033.107
1031	8.5	eastern red cedar	No	Healthy	7094499.291	2412034.029
1032	6.8	live oak	No	Healthy	7094514.313	2412064.312
1033	9.6	eastern red cedar	No	Healthy	7094498.861	2412065.11
1034	10.9	eastern red cedar	Yes	Healthy	7094500.865	2412068.483
1035	6.5	live oak	No	Healthy	7094513.231	2412104.897
1036	9.5	eastern red cedar	No	Healthy	7094496.162	2412110.035
1037	6.6	eastern red cedar	No	Healthy	7094502.969	2412112.954
1038	6.6	eastern red cedar	No	Healthy	7094498.569	2412120.153
1039	7.5	eastern red cedar	No	Healthy	7094501.82	2412135.125
1040	6.6	live oak	No	Healthy	7094513.468	2412150.062
1041	6.8	eastern red cedar	No	Healthy	7094501.613	2412153.631
1042	6.3	eastern red cedar	No	Healthy	7094504.241	2412164.934
1043	7.2	live oak	No	Damaged	7094516.844	2412189.815
1044	7.4	live oak	No	Healthy	7094516.584	2412230.615
1045	26.1	post oak	No	Healthy	7094517.913	2412319.741

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
1046	7.1	eastern red cedar	No	Healthy	7094517.905	2412324.564
1047	23.0	post oak	No	Healthy	7094502.287	2412336.256
1048	27.0	post oak	No	Healthy	7094499.693	2412343.668
1049	10.9	eastern red cedar	No	Healthy	7094504.417	2412354.21
1050	6.0	live oak	No	Damaged	7094516.054	2412392.675
1051	8.5	eastern red cedar	No	Healthy	7094501.59	2412394.141
1052	6.1	eastern red cedar	No	Healthy	7094503.246	2412410.82
1053	9.3	eastern red cedar	No	Healthy	7094500.002	2412419.435
1054	8.7	eastern red cedar	No	Healthy	7094501.536	2412441.994
1055	7.6	eastern red cedar	No	Healthy	7094501.867	2412446.469
1056	6.9	eastern red cedar	No	Healthy	7094503.068	2412469.014
1057	8.6	sugarberry	No	Healthy	7094506.847	2412502.322
1058	15.8	cedar elm	No	Healthy	7094549.472	2412517.87
1059	29.7	cedar elm	No	Healthy	7094550.898	2412512.029
1060	34.2	pecan	No	Healthy	7094576.235	2412482.819
1061	6.2	live oak	No	Healthy	7094619.366	2412470.037
1062	6.3	live oak	No	Healthy	7094606.199	2412433.529
1063	7.2	live oak	Yes	Healthy	7094663.648	2412487.512
1064	6.9	live oak	No	Healthy	7094679.548	2412444.598
1065	9.0	live oak	No	Healthy	7094716.374	2412484.644
1066	7.8	live oak	Yes	Healthy	7094739.146	2412485.735
1067	7.0	live oak	No	Healthy	7094753.362	2412485.991
1068	7.7	live oak	No	Healthy	7094748.482	2412471.865
1069	8.0	live oak	No	Healthy	7094764.258	2412469.493
1070	8.8	live oak	No	Healthy	7094778.937	2412485.44
1071	7.1	live oak	No	Healthy	7094798.949	2412485.343
1072	10.9	live oak	Yes	Healthy	7094807.972	2412463.006
1073	7.5	Shumard's oak	No	Damaged	7094778.607	2412406.622
1074	6.3	live oak	No	Damaged	7094819.439	2412431.318
1075	8.2	live oak	No	Healthy	7094827.935	2412470.263
1076	7.5	live oak	No	Healthy	7094822.824	2412484.942
1077	21.1	post oak	No	Healthy	7094860.037	2412499.802
1078	26.4	post oak	No	Healthy	7094872.928	2412499.191
1079	8.0	cedar elm	No	Healthy	7094892.508	2412507.956
1080	21.5	post oak	No	Healthy	7094907.606	2412497.114
1081	7.0	live oak	No	Healthy	7094873.68	2412464.907
1082	6.0	Shumard's oak	No	Damaged	7094875.649	2412426.833
1083	11.4	live oak	Yes	Healthy	7094915.892	2412465.006

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
1084	8.9	live oak	Yes	Healthy	7094938.392	2412474.554
1085	25.7	cedar elm	No	Healthy	7094962.515	2412504.432
1086	29.8	cedar elm	Yes	Healthy	7094986.274	2412485.991
1087	9.2	live oak	Yes	Healthy	7094950.299	2412458.349
1088	17.5	post oak	No	Healthy	7094978.609	2412464.286
1089	18.8	post oak	No	Healthy	7094991.899	2412461.206
1090	6.3	eastern red cedar	No	Healthy	7094995.632	2412458.757
1091	20.2	post oak	No	Healthy	7095016.212	2412474.946
1092	23.2	post oak	No	Healthy	7095041.13	2412454.852
1093	15.9	post oak	No	Damaged	7095070.118	2412465.797
1094	18.2	cedar elm	No	Healthy	7095115.577	2412504.681
1095	18.4	post oak	No	Healthy	7095100.72	2412445.822
1096	6.2	eastern red cedar	No	Healthy	7095092.468	2412443.413
1097	14.8	post oak	No	Healthy	7095080.066	2412443.811
1098	26.3	post oak	No	Healthy	7095090.35	2412425.933
1099	8.5	eastern red cedar	Yes	Healthy	7095092.187	2412434.846
1100	8.4	eastern red cedar	No	Healthy	7095099.252	2412424.977
1101	18.4	post oak	No	Healthy	7095079.384	2412413.258
1102	17.0	post oak	No	Healthy	7095064.449	2412407.639
1103	8.2	live oak	Yes	Healthy	7095015.388	2412427.869
1104	23.0	post oak	No	Healthy	7094499.01	2412366.031
2001	19.3	post oak	Yes	Healthy	7095738.619	2411849.355
2002	21.6	post oak	Yes	Healthy	7095715.771	2411843.755
2003	9.2	post oak	No	Healthy	7095696.753	2411848.933
2004	17.0	post oak	No	Healthy	7095704.406	2411860.303
2005	12.8	post oak	No	Healthy	7095701.674	2411878.921
2006	8.3	sugarberry	No	Healthy	7095703.987	2411884.356
2007	6.8	sugarberry	No	Healthy	7095697.904	2411894.388
2008	17.6	post oak	No	Healthy	7095721.306	2411889.258
2009	16.4	post oak	No	Damaged	7095728.264	2411881.675
2010	11.9	post oak	No	Healthy	7095739.755	2411894.952
2011	15.0	post oak	No	Healthy	7095741.1	2411931.189
2012	6.1	eastern red cedar	No	Healthy	7095739.38	2411942.202
2013	23.6	post oak	No	Healthy	7095723.425	2411967.667
2014	14.8	post oak	No	Healthy	7095731.1	2411976.526
2015	17.0	post oak	No	Healthy	7095716.183	2411999.029
2016	17.4	post oak	No	Healthy	7095733.896	2412013.344
2017	15.0	post oak	No	Healthy	7095719.402	2412025.335

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
2018	17.6	post oak	No	Healthy	7095717.231	2412036.552
2019	16.5	post oak	No	Healthy	7095733.114	2412042.652
2020	16.1	post oak	No	Healthy	7095699.116	2412056.423
2021	18.2	post oak	No	Healthy	7095682.248	2412056.417
2022	17.2	post oak	No	Healthy	7095670.454	2412083.159
2023	11.3	post oak	Yes	Healthy	7095671.659	2412104.474
2024	14.8	post oak	No	Healthy	7095629.112	2412111.557
2025	16.9	post oak	No	Healthy	7095625.147	2412107.754
2026	12.3	post oak	No	Healthy	7095605.808	2412101.547
2027	18.2	post oak	No	Healthy	7095595.897	2412129.461
2028	14.2	post oak	No	Healthy	7095622.112	2412077.468
2029	15.9	post oak	No	Healthy	7095616.014	2412071.262
2030	18.7	post oak	No	Healthy	7095648.739	2412063.694
2031	15.2	post oak	No	Healthy	7095669.547	2412022.947
2032	14.3	post oak	No	Healthy	7095659.35	2412021.416
2033	18.6	post oak	Yes	Healthy	7095643.76	2412017.063
2034	14.8	post oak	No	Healthy	7095677.268	2411989.311
2035	14.0	post oak	No	Healthy	7095684.769	2411979.382
2036	8.6	post oak	No	Healthy	7095675.368	2411892.397
2037	10.4	post oak	No	Healthy	7095659.833	2411848.2
2038	22.8	post oak	No	Healthy	7095636.398	2411858.948
2039	12.9	post oak	No	Healthy	7095613.038	2411858.611
2040	14.5	post oak	No	Healthy	7095613.077	2411875.852
2041	15.5	post oak	No	Healthy	7095621.177	2411887.071
2042	15.6	post oak	No	Healthy	7095628.501	2411895.397
2043	16.6	post oak	No	Healthy	7095617.78	2411900.353
2044	12.0	post oak	No	Healthy	7095615.55	2411958.983
2045	16.1	post oak	No	Healthy	7095630.327	2411970.461
2046	17.1	post oak	No	Healthy	7095615.64	2411993.771
2047	16.7	post oak	No	Healthy	7095611.089	2412015.222
2048	19.1	post oak	No	Healthy	7095595.259	2412040.073
2049	15.1	post oak	No	Healthy	7095585.011	2412065.705
2050	14.4	post oak	No	Healthy	7095563.828	2412055.907
2051	21.1	post oak	Yes	Healthy	7095537.306	2412084.161
2052	16.8	post oak	No	Healthy	7095520.654	2412083.119
2053	17.0	post oak	No	Healthy	7095518.257	2412064.38
2054	13.0	post oak	No	Healthy	7095496.99	2412085.606
2055	17.3	post oak	No	Healthy	7095484.175	2412114.615

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
2056	21.1	post oak	No	Healthy	7095482.175	2412105.748
2057	13.0	post oak	No	Healthy	7095518.197	2412030.357
2058	13.5	post oak	No	Healthy	7095524.068	2412022.819
2059	15.6	post oak	No	Healthy	7095528.352	2412001.878
2060	16.0	post oak	No	Healthy	7095543.375	2411969.041
2061	19.3	post oak	No	Healthy	7095544.391	2411956.44
2062	7.2	post oak	No	Healthy	7095542.288	2411939.876
2063	6.6	post oak	No	Healthy	7095526.949	2411929.656
2064	26.3	post oak	Yes	Healthy	7095564.846	2411877.797
2065	23.3	post oak	Yes	Healthy	7095570.685	2411867.927
2066	11.6	post oak	Yes	Healthy	7095539.78	2411860.588
2067	15.5	post oak	No	Healthy	7095511.204	2411859.174
2068	11.9	post oak	No	Healthy	7095478.848	2411850.548
2069	15.4	post oak	No	Healthy	7095467.89	2411849.469
2070	15.6	post oak	No	Healthy	7095444.894	2411855.319
2071	14.2	post oak	No	Healthy	7095463.958	2411875.935
2072	22.1	post oak	Yes	Healthy	7095454.401	2411952.518
2073	18.0	post oak	No	Healthy	7095451.995	2411961.686
2074	16.1	post oak	No	Healthy	7095496.554	2411962.761
2075	11.6	post oak	No	Healthy	7095491.873	2411978.048
2076	12.0	post oak	No	Healthy	7095487.801	2411991.174
2077	17.3	post oak	No	Healthy	7095473.991	2411987.158
2078	18.6	post oak	No	Healthy	7095450.791	2411984.173
2079	17.8	post oak	No	Healthy	7095462.448	2412020.469
2080	14.6	post oak	No	Healthy	7095473.492	2412022.691
2081	22.1	post oak	No	Healthy	7095479.456	2412054.163
2082	11.9	post oak	No	Healthy	7095491.672	2412046.467
2083	12.9	post oak	No	Healthy	7095503.495	2412047.094
2084	14.2	post oak	No	Healthy	7095452.484	2412102.205
2085	19.0	post oak	Yes	Healthy	7095439.425	2412073.058
2086	24.4	post oak	No	Healthy	7095432.543	2412082.514
2087	15.7	post oak	No	Healthy	7095430.234	2412116.919
2088	18.8	post oak	No	Healthy	7095390.001	2412093.21
2089	13.5	post oak	No	Healthy	7095391.81	2412114.998
2090	20.6	post oak	No	Healthy	7095378.417	2412129.918
2091	20.0	post oak	No	Healthy	7095373.322	2412102.307
2092	20.0	post oak	No	Healthy	7095378.05	2412078.931
2093	18.5	post oak	No	Healthy	7095355.506	2412080.228

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
2094	17.6	post oak	No	Healthy	7095336.506	2412052.518
2095	22.9	post oak	No	Healthy	7095320.657	2412074.464
2096	10.3	post oak	No	Healthy	7095320.951	2412127.281
2097	24.2	post oak	Yes	Healthy	7095300.133	2412050.194
2098	17.7	post oak	No	Healthy	7095322.54	2412012.123
2099	17.5	post oak	No	Healthy	7095351.673	2411974.981
2100	6.5	sugarberry	No	Healthy	7095343.83	2411973.602
2101	6.1	sugarberry	No	Healthy	7095357.34	2411980.197
2102	25.8	post oak	No	Healthy	7095384.986	2411988.612
2103	16.2	post oak	No	Healthy	7095386.367	2411966.289
2104	14.4	post oak	No	Healthy	7095392.11	2411960.16
2105	17.5	post oak	No	Healthy	7095390.011	2411942.282
2106	15.3	post oak	No	Healthy	7095383.823	2411925.808
2107	16.5	post oak	No	Healthy	7095411.364	2411916.952
2108	12.6	post oak	No	Healthy	7095414.916	2411924.592
2109	13.4	post oak	No	Healthy	7095424.488	2411924.156
2110	21.6	post oak	Yes	Healthy	7095429.072	2411901.105
2111	16.1	post oak	No	Healthy	7095394.307	2411866.058
2112	25.8	post oak	Yes	Damaged	7095390.202	2411874.332
2113	12.6	post oak	No	Healthy	7095368.214	2411883.507
2114	15.0	post oak	No	Healthy	7095359.052	2411888.137
2115	15.0	post oak	No	Healthy	7095369.134	2411857.018
2116	16.2	post oak	No	Damaged	7095340.519	2411856.02
2117	16.8	post oak	No	Healthy	7095326.624	2411855.779
2118	18.9	post oak	No	Healthy	7095312.893	2411883.804
2119	13.6	post oak	No	Healthy	7095299.796	2411889.157
2120	12.3	honey mesquite	No	Healthy	7095333.977	2411936.649
2121	17.3	post oak	No	Damaged	7095323.262	2411963.418
2122	21.1	post oak	No	Healthy	7095355.063	2411937.298
2123	20.9	post oak	No	Damaged	7095279.54	2411868.042
2124	19.0	post oak	No	Healthy	7095244.596	2411873.246
2125	14.2	post oak	No	Damaged	7095240.352	2411895.5
2126	18.0	post oak	No	Healthy	7095260.571	2411904.699
2127	15.8	post oak	No	Healthy	7095259.767	2411910.947
2128	15.3	post oak	No	Healthy	7095249.713	2411933.015
2129	17.0	post oak	No	Healthy	7095250.342	2411952.864
2130	16.7	post oak	No	Healthy	7095233.285	2411925.006
2131	15.5	post oak	No	Healthy	7095206.287	2411904.561

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
2132	15.3	post oak	No	Damaged	7095222.911	2411867.31
2133	13.0	post oak	No	Healthy	7095209.9	2411851.957
2134	14.5	post oak	No	Healthy	7095194.003	2411873.571
2135	19.4	post oak	No	Healthy	7095186.771	2411876.471
2136	14.5	post oak	No	Healthy	7095186.334	2411906.554
2137	14.6	post oak	No	Healthy	7095177.431	2411893.575
2138	13.7	post oak	No	Healthy	7095168.735	2411880.586
2139	16.0	post oak	No	Healthy	7095156.202	2411904.124
2140	12.0	cedar elm	No	Healthy	7095145.562	2411912.954
2141	12.7	post oak	No	Healthy	7095160.043	2411938.764
2142	17.2	post oak	No	Healthy	7095194.7	2411958.037
2143	14.2	post oak	No	Healthy	7095209.813	2411964.153
2144	13.5	post oak	No	Healthy	7095230.911	2412023.595
2145	14.1	post oak	No	Healthy	7095237.175	2412027.277
2146	15.7	post oak	No	Healthy	7095243.235	2412034.035
2147	21.2	post oak	No	Healthy	7095235.113	2412038.997
2148	17.2	post oak	No	Healthy	7095226.367	2412034.113
2149	18.0	post oak	No	Healthy	7095260.001	2412114.619
2150	21.3	post oak	No	Healthy	7095270.585	2412185.044
2151	18.3	post oak	No	Healthy	7095167.389	2411965.678
2152	14.1	post oak	No	Healthy	7095149.845	2411978.855
2153	18.2	post oak	No	Healthy	7095153.986	2411997.185
2154	10.2	post oak	No	Healthy	7095159.448	2411996.384
2155	21.9	post oak	Yes	Healthy	7095187.144	2412009.837
2156	8.2	eastern red cedar	Yes	Healthy	7095169.775	2412021.771
2157	15.7	post oak	No	Healthy	7095153.258	2412016.793
2158	17.8	post oak	No	Healthy	7095152.376	2412025.465
2159	17.2	post oak	No	Healthy	7095132.263	2412028.297
2160	16.9	post oak	No	Healthy	7095104.677	2412011.838
2161	14.4	post oak	No	Healthy	7095105.844	2411999.11
2162	15.1	post oak	No	Healthy	7095115.774	2411996.722
2163	8.4	post oak	No	Healthy	7095114.633	2411976.165
2164	15.8	post oak	No	Healthy	7095113.173	2411968.553
2165	11.5	post oak	No	Healthy	7095106.911	2411971.48
2166	9.3	post oak	No	Healthy	7095098.711	2411972.78
2167	11.6	post oak	No	Healthy	7095095.121	2411974.994
2168	16.1	post oak	No	Healthy	7095092.544	2411937.412
2169	15.2	post oak	No	Healthy	7095118.591	2411926.959

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
2170	6.7	eastern red cedar	No	Healthy	7095116.763	2411917.394
2171	18.3	post oak	Yes	Healthy	7095111.895	2411910.908
2172	7.7	eastern red cedar	No	Healthy	7095118.515	2411883.833
2173	12.7	post oak	No	Healthy	7095107.625	2411873.002
2174	14.5	post oak	No	Healthy	7095089.415	2411892.474
2175	8.5	sugarberry	No	Healthy	7095102.303	2411897.781
2176	14.8	post oak	Yes	Healthy	7095084.832	2411910.815
2177	10.3	post oak	No	Healthy	7095093.831	2412058.101
2178	14.0	post oak	No	Healthy	7095098.838	2412064.334
2179	17.8	post oak	No	Healthy	7095114.541	2412057.244
2180	15.0	post oak	No	Healthy	7095122.02	2412059.352
2181	12.5	post oak	No	Healthy	7095167.425	2412054.663
2182	10.8	post oak	No	Healthy	7095179.954	2412069.269
2183	16.7	post oak	No	Healthy	7095176.392	2412064.652
2184	13.0	post oak	No	Healthy	7095164.939	2412066.015
2185	14.0	sugarberry	No	Healthy	7095154.145	2412083.941
2186	17.1	post oak	No	Damaged	7095138.983	2412100.452
2187	22.7	sugarberry	Yes	Healthy	7095178.929	2412102.708
2188	22.6	post oak	No	Healthy	7095100.992	2412101.542
2189	11.4	sugarberry	Yes	Healthy	7095072.597	2411865.04
2190	12.6	post oak	No	Healthy	7095053.055	2411875.108
2191	9.8	post oak	No	Healthy	7095045.437	2411874.819
2192	13.6	post oak	No	Healthy	7095036.302	2411869.577
2193	14.2	post oak	No	Healthy	7095036.003	2411869.058
2194	12.8	post oak	No	Healthy	7094986.48	2411874.019
2195	19.8	post oak	No	Healthy	7094980.278	2411880.964
2196	13.7	post oak	No	Healthy	7095004.34	2411890.153
2197	13.4	post oak	No	Healthy	7095017.982	2411885.548
2198	14.0	post oak	No	Healthy	7095045.874	2411894.427
2199	13.5	post oak	No	Healthy	7095057.176	2411907.268
2200	13.6	post oak	Yes	Healthy	7095067.148	2411916.94
2201	13.0	post oak	No	Healthy	7095065.328	2411941.532
2202	24.6	post oak	Yes	Healthy	7095057.217	2411956.401
2203	16.3	post oak	No	Healthy	7095005.435	2411926.901
2204	13.7	post oak	No	Healthy	7094998.31	2411935.32
2205	22.1	post oak	No	Healthy	7094989.025	2411938.39
2206	13.2	post oak	No	Healthy	7095001.261	2411951.295
2207	15.5	post oak	No	Healthy	7095004.696	2411961.53

Tree Number	Diameter at Breast Height (Inches)	Species	Multiple Trunks	General Condition	Northing	Easting
2208	13.5	post oak	No	Healthy	7095002.909	2411964.051
2209	16.7	post oak	No	Healthy	7095038.531	2411979.929
2210	16.4	post oak	No	Damaged	7095061.551	2411983.498
2211	13.4	post oak	No	Healthy	7095070.519	2411984.649
2212	16.2	post oak	No	Healthy	7095065.024	2411995.582

CITY PROJECT NUMBER: 2021-133395

PRELIMINARY LANDSCAPE PLAN
FOR
RESERVE AT HICKORY CREEK
BLOCK A, LOT 1-20, BLOCK B LOT 1-15, BLOCK C-E, LOT 1-12, BLOCK F LOT 1-15,
BLOCK G-K, LOT 1-12, BLOCK L LOT 1-5, BLOCK M-P LOT 1-20,
230 RESIDENTIAL LOTS/ 16 BLOCKS / 17 OPEN SPACES
BEING 18.85ACRES
OUT OF THE
H.H Swisher Survey SURVEY, ABSTRACT NO. 1220
IN THE
TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

OWNER:
MARKET SPACE CAPITAL
1401 ELM ST. #2812
DALLAS, TX 75202
Tel: (281)-766-9784
Contact: TAYLOR STINNETT
DIRECTOR OF OPERATIONS - DALLAS

DEVELOPER:
MARKET SPACE CAPITAL
1401 ELM ST. #2812
DALLAS, TX 75202
Tel: (281)-766-9784
Contact: TAYLOR STINNETT
DIRECTOR OF OPERATIONS - DALLAS

ENGINEER/SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2200
Contact: 469-501-2200

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	2 OF 2
XXX		XXX	AS SHOWN	AUGUST 2022	PROJECT NUMBER	

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Tree Survey

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LAST SAVED 8/12/2022 12:35 PM

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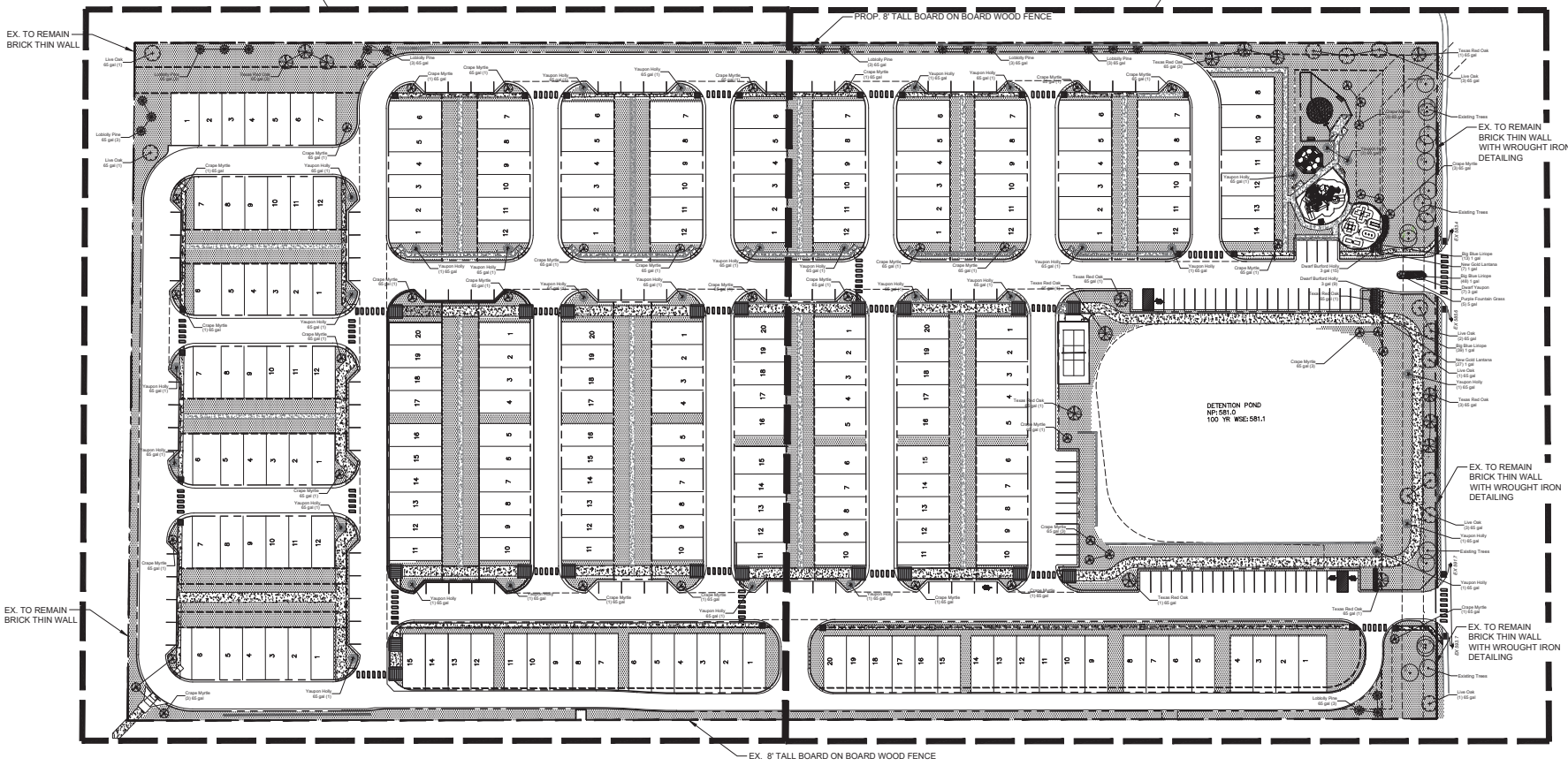
RE: A/L2.03

RE: A/L2.02



A Landscape Plan
Scale: 1" =50'

N

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Denton County, Texas

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SINGLE-FAMILY TREE NOTE:

1) PRIOR TO OCCUPANCY OF ALL SINGLE FAMILY DWELLINGS A MINIMUM OF ONE (1) TREE WITH A MINIMUM OF THREE (3) INCH CALIPER MEASURED AT SIX (6) FEET ABOVE GROUND IS REQUIRED FOR ALL LOTS. IT SHALL BE LOCATED WITHIN THE FRONT OF THE LOT, OR NEARBY COMMON AREA. TREES MAY BE ORNAMENTAL OR SHADE TREES

FENCING AND LOTS NOTES:

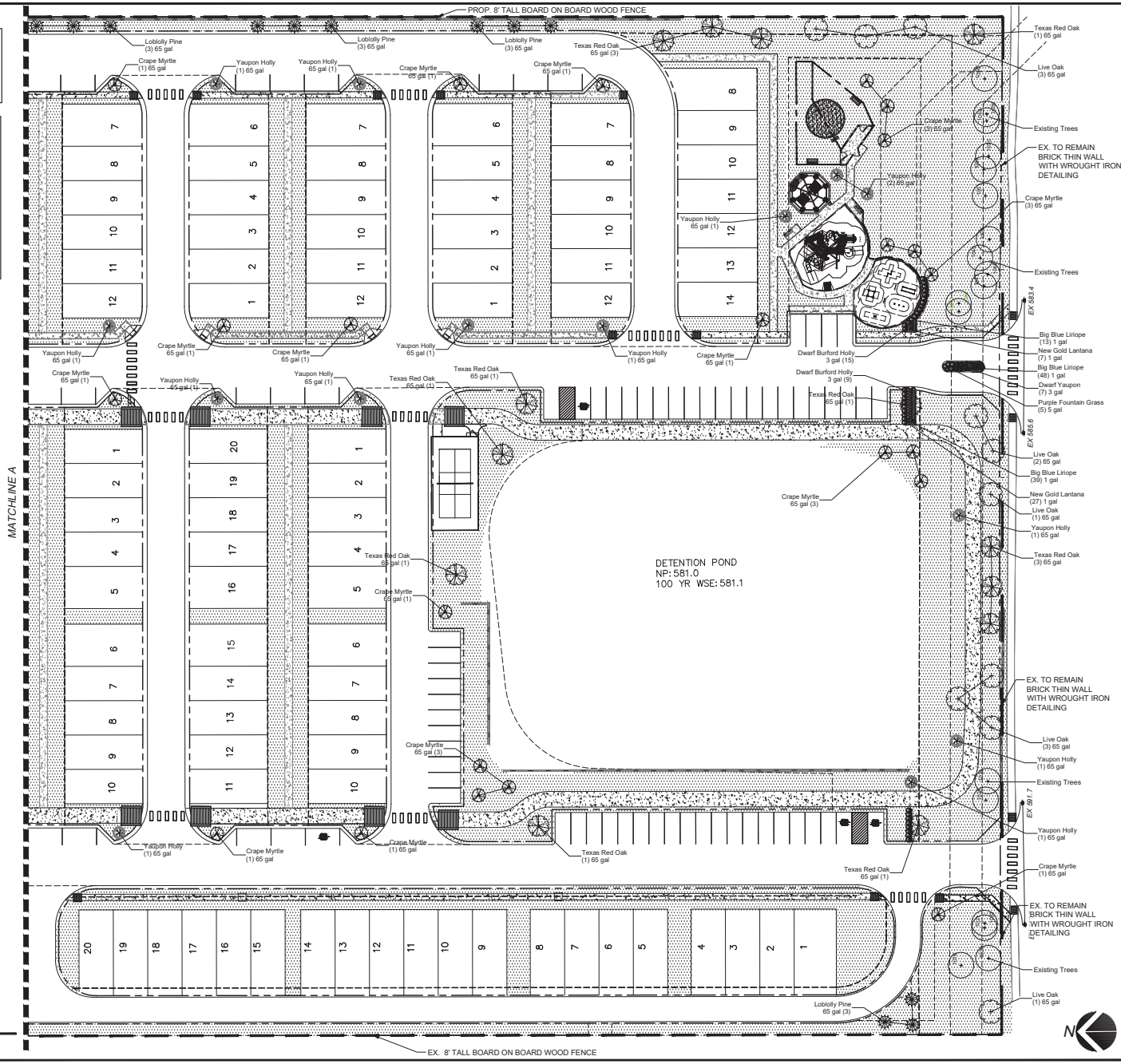
1)FENCING, SCREENING, PARKS, OPEN SPACE IMPROVEMENTS, AND TRAILS SHALL BE CONSISTENT WITH THE DEVELOPMENT AGREEMENT.

2)THERE IS NOT FLOODPLAIN ON SITE PER FEMA PANEL NO. 48121C0535G WITH THE EFFECTIVE DATE OF 4/18/2011

3) ALL EXISTING TREES ONSITE ARE PROPOSED TO BE REMOVED AND MITIGATED FOR BY THE DEVELOPER/OWNER SPECIES, SIZE, & HEALTH SHOWN ON SHEET 2 OF LANDSCAPE PLAN.

4) OPEN SPACE HATCHING SHOWN ON SITE SHALL BE LANDSCAPE & IRRIGATED PER THE TOWN STANDARDS. FINAL MATERIALS TO BE SELECTED DURING THE CONSTRUCTION PLAN REVIEW PROCESS.

5) ALL PROPOSED FENCING SHALL BE ALONG THE COMMON PROPOSED LINE. THE LINES ARE SHOWN OFFSET FROM THE PROPOSED LINE FOR VISUAL PURPOSES.



A Landscape Plan
Scale: 1" = 30'

RESERVE AT HICKORY CREEK
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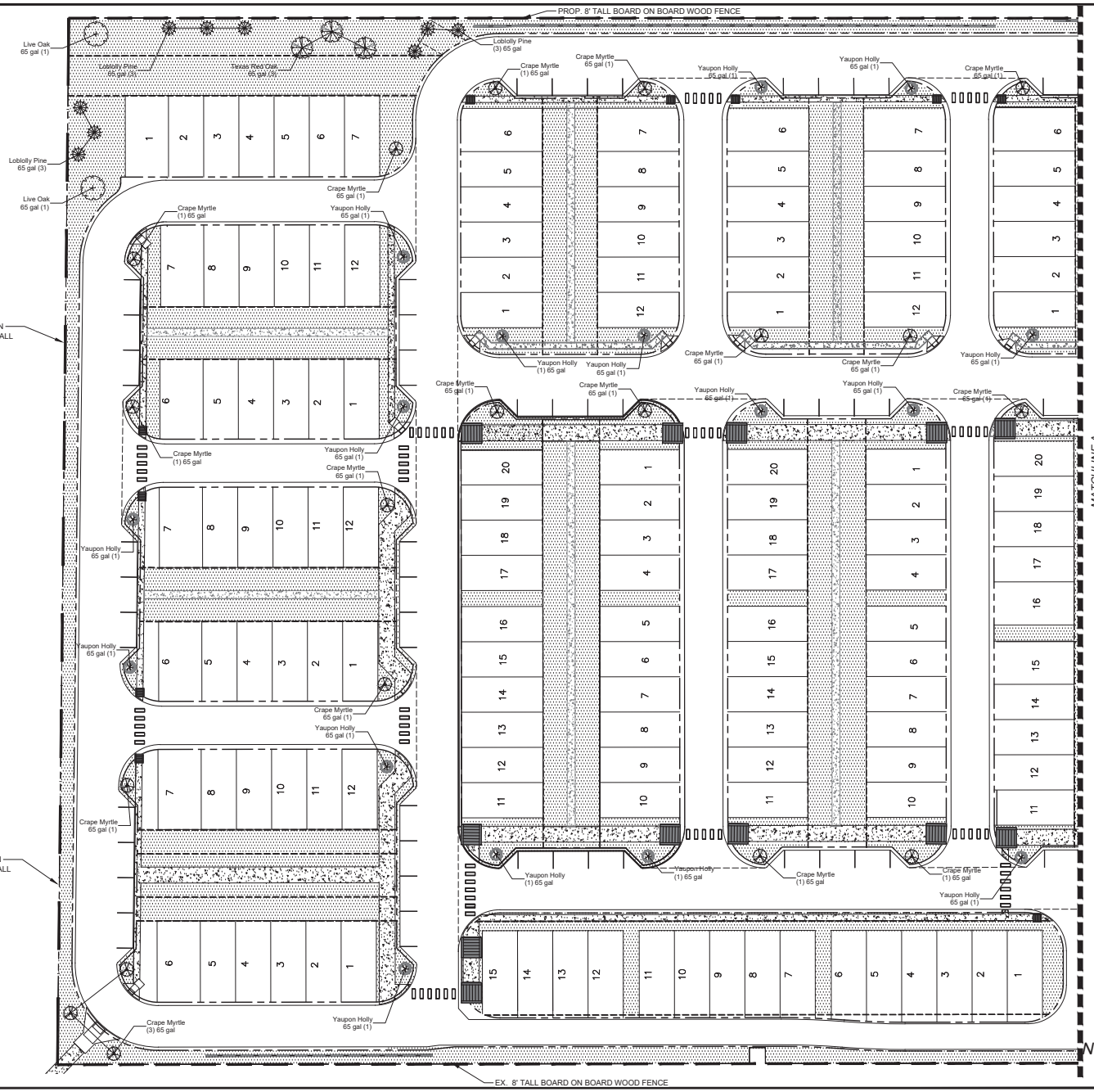

A Landscape Plan
Scale: 1" = 30'

RESERVE AT HICKORY CREEK
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Denton County, Texas

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LANDSCAPE NOTES

GENERAL

1. Contractor shall obtain all required permits prior to starting construction.
2. Contractor shall comply with all applicable codes, laws, and regulations required by any authorities having jurisdiction over project site.
3. All underground utilitiy locations shall be verified by Contractor prior to any site excavation.
4. The Contractor shall verify all material measurements and plant quantites.
5. Contractor to attend pre-installation meeting and participate in an installation meeting with Owner's Representative.

MATERIALS

1. TOPSOIL
   Provide topsoil which is fertile, friable, natural loam, surface soil, free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 2 inches in any dimension and other extraneous or toxic matter harmful to plant growth.

2. PLANTING BEDS
   a. All Planting bed areas shall be prepared with 6" depth planting mix consisting of: 50% topsoil, 25% compost, 25% sand (not bank sand); 6" planting mix shall be tilled into existing soil.
   b. All planting beds shall have continuous shovel-cut bed edge when steel edge is not specified.

3. PLANT MATERIAL
   a. Planting shall be of normal growth, free of disease, insects, insect eggs and larva, and have strong root systems. Plant material shall be typical for variety and species and conform to size specified in plant list.
   b. All plant material shall meet or exceed the size specified in the plant list.

4. MULCH
   All mulch shall be shredded hardwood mulch.

5. TREE STAKING
   a. Hose shall be 2 ply reinforced rubber hose.
   b. Wire shall be no.10 or 12 gauge twisted taunt with one wire per hose.
   c. Stakes shall be metal.

PLANT INSTALLATION

1. Excavation for container trees shall be twice the width of the container (with angled sides) and the depth shall be the container depth.
2. Set plants at the same relationship to finish grade as they bore to the ground from which they were in their container.
3. Utilities, rock, tree roots, or obstructions encountered in site inspection or excavation of tree or shrub pits shall be brought to the attention of the Owner. Proceed with work after alternate planting locations have been designated or approved by the Owner's Representative.
4. When plant pits have been backfilled approximately $\frac{2}{3}$ full with soil mixture, water thoroughly before installing remaining soil, allowing soil to settle. After water has been absorbed, fill pit with soil mix.
5. Form an earth saucer around the perimeter of plant pits.
6. Water all plant material immediately after planting.
7. Mulch all plant material 2"-3" deep after planting.
8. When staking plants, plants shall stand plumb after staking and all trees shall be staked within 24 hours of planting. Stakes shall be driven into ground outside of excavated hole.

GRASS PLANTING

SURFACE PREPARATION
1. Clean all areas of weeds and debris prior to any soil preparation or grading work.
2. Remove all core plugs, debris, roots, rocks, clods, and construction debris and dispose off site.

SOLID SOD:
1. See plant list for type of sod to be used.
2. Add 1" minimum, or as-needed, of final grade material as a setting bed for sod.
3. Sod areas to be graded to achieve proper final elevations and allowing smooth drainage.
4. Grades to be approved before sodding.
5. Lay sod in rows with staggered joints. Butt sections tightly without overlapping or leaving gaps between sections. Joints to be sand filled.
6. Roll sodded areas in two directions perpendicular to each other.
7. Repair and re-roll areas with lump, depressions, or other irregularities.
8. Water sodded areas immediately after planting to provide minimum of four (4) inches of penetration into soil below sod.

CLEANUP

1. The site shall be kept as clean as possible at all times.
2. As planting operations proceed, all rope, wire, empty containers, rocks, clods and any other debris shall not be allowed to accumulate and should be removed daily.
3. After planting operations are complete, all paved surfaces shall be swept and washed if necessary.

MAINTENANCE

1. Contractor shall begin maintenance upon starting any portion of work and shall continue 60 days beyond Substantial Completion.
2. Maintenance of all new planting shall consist of watering, weeding, mulching, tightening and repairing guys, resetting plants to proper grades or upright position, and keeping plants free of insects and disease.
3. New lawn maintenance shall consist of mowing, watering, weeding, repairing all erosion, and reseeding as necessary to establish a uniform stand of the specified grass.

WARRANTY

1. Contractor shall warrant that all trees, shrubs, and groundcover planted under this contract will remain healthy and alive for one (1) year after Substantial Completion.

SINGLE–FAMILY TREE NOTE:

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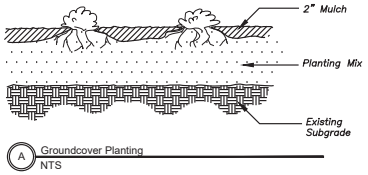
PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	QTY
	Ilex vomitoria / Yaupon Holly	65 gal	3"Cal	30
	Lagerstroemia indica / Crape Myrtle	65 gal	3"Cal	42
	Pinus taeda / Loblolly Pine	65 gal	3"Cal	21
	Quercus texana / Texas Red Oak	65 gal	3"Cal	16
	Quercus virginiana / Live Oak	65 gal	3"Cal	12

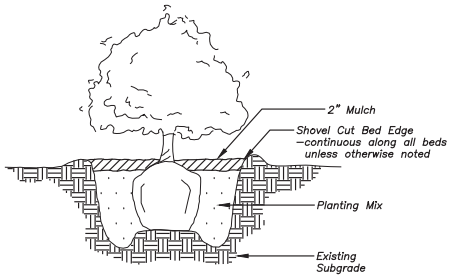
SHRUBS	BOTANICAL / COMMON NAME	SIZE	HT.	QTY
	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly	3 gal		32
	Ilex vomitoria `Nana` / Dwarf Yaupon	3 gal		7
	Lantana x `New Gold` / New Gold Lantana	1 gal		34
	Liriope muscari `Big Blue` / Big Blue Liriope	1 gal		100
	Pennisetum setaceum `Rubrum` / Purple Fountain Grass	5 gal		5

Existing Tree

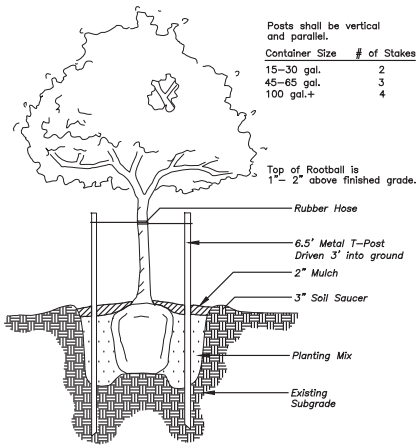
Common Bermuda Solid Sod



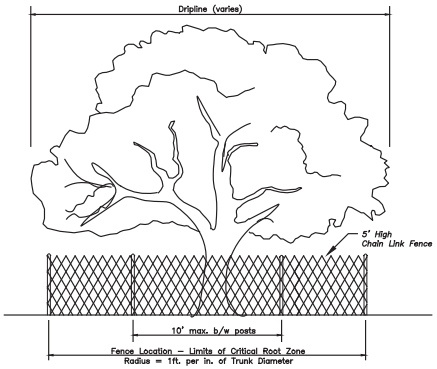
A Groundcover Planting
NTS



B Shrub Planting
NTS



C Tree Planting
NTS



D Tree Protection Fence
NTS

Tree Requirements:

Site = 18.9 acres. 10 trees required per acre

19 x 10 = 190 trees

Tree credits: 71

190 - 71 = 119 trees required PROVIDED: 121

EXISTING TREE CREDITS

#	Caliper Size	Species	Credit
1019	7"	Eastern Red Cedar	3
1020	9"	Eastern Red Cedar	3
1021	9"	Eastern Red Cedar	3
1022	8"	Eastern Red Cedar	3
1027	9"	Eastern Red Cedar	3
1029	9"	Eastern Red Cedar	3
1045	26"	Post Oak	8
1046	7"	Eastern Red Cedar	3
1047	23"	Post Oak	6
1048	27"	Post Oak	8
1049	10"	Eastern Red Cedar	4
1051	8"	Eastern Red Cedar	3
1052	6"	Eastern Red Cedar	3
1053	9	Eastern Red Cedar	3
1054	8"	Eastern Red Cedar	3
1055	8"	Eastern Red Cedar	3
1056	7"	Eastern Red Cedar	3
1104	23"	Post Oak	6

TOTAL CREDITS 71

RESERVE AT HICKORY CREEK
Town of Hickory Creek
Denton County, Texas

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BRENT E. LEBRUN 5210 REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

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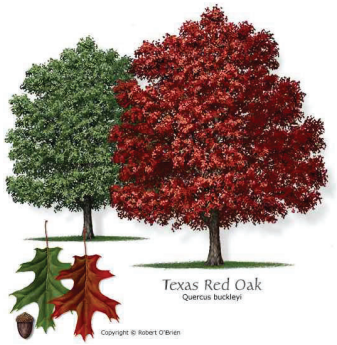
YAUPON HOLLY TREE

CREPE MYRTLE

LOBLOLLY PINE



TEXAS RED OAK

LIVE OAK

BIG BLUE LIRIOPE

DWARF BURFORD HOLLY

PURPLE FOUNTIAN GRASS

DWARF YAUPON

LANTANA

RESERVE AT HICKORY CREEK
Town of Hickory Creek
Denton County, Texas

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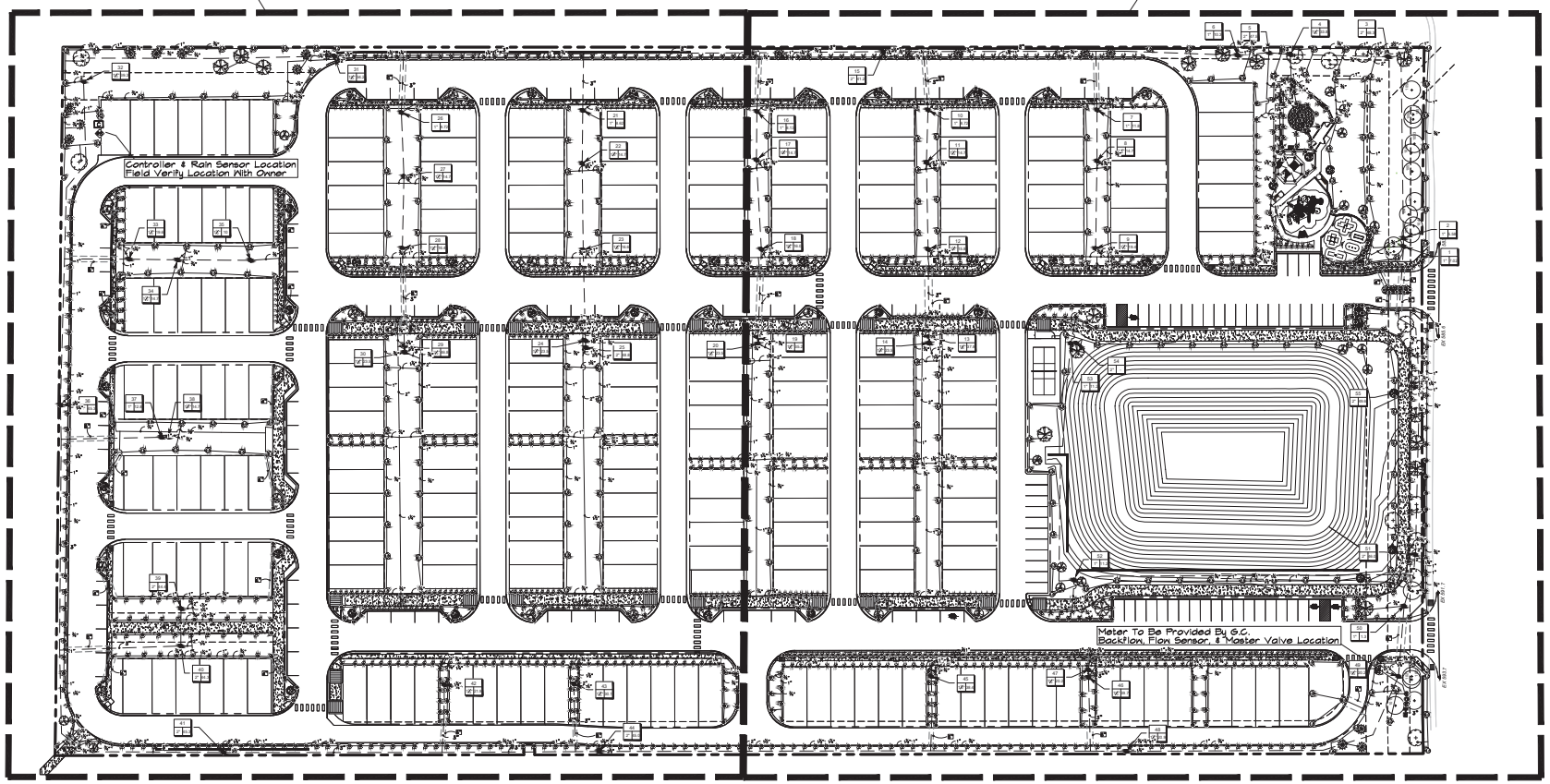
RE: A/L3.03

RE: A/L3.02



A Irrigation Plan
Scale: 1" =50'

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RESERVE AT HICKORY CREEK
Town of Hickory Creek
Denton County, Texas

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STATE OF TEXAS
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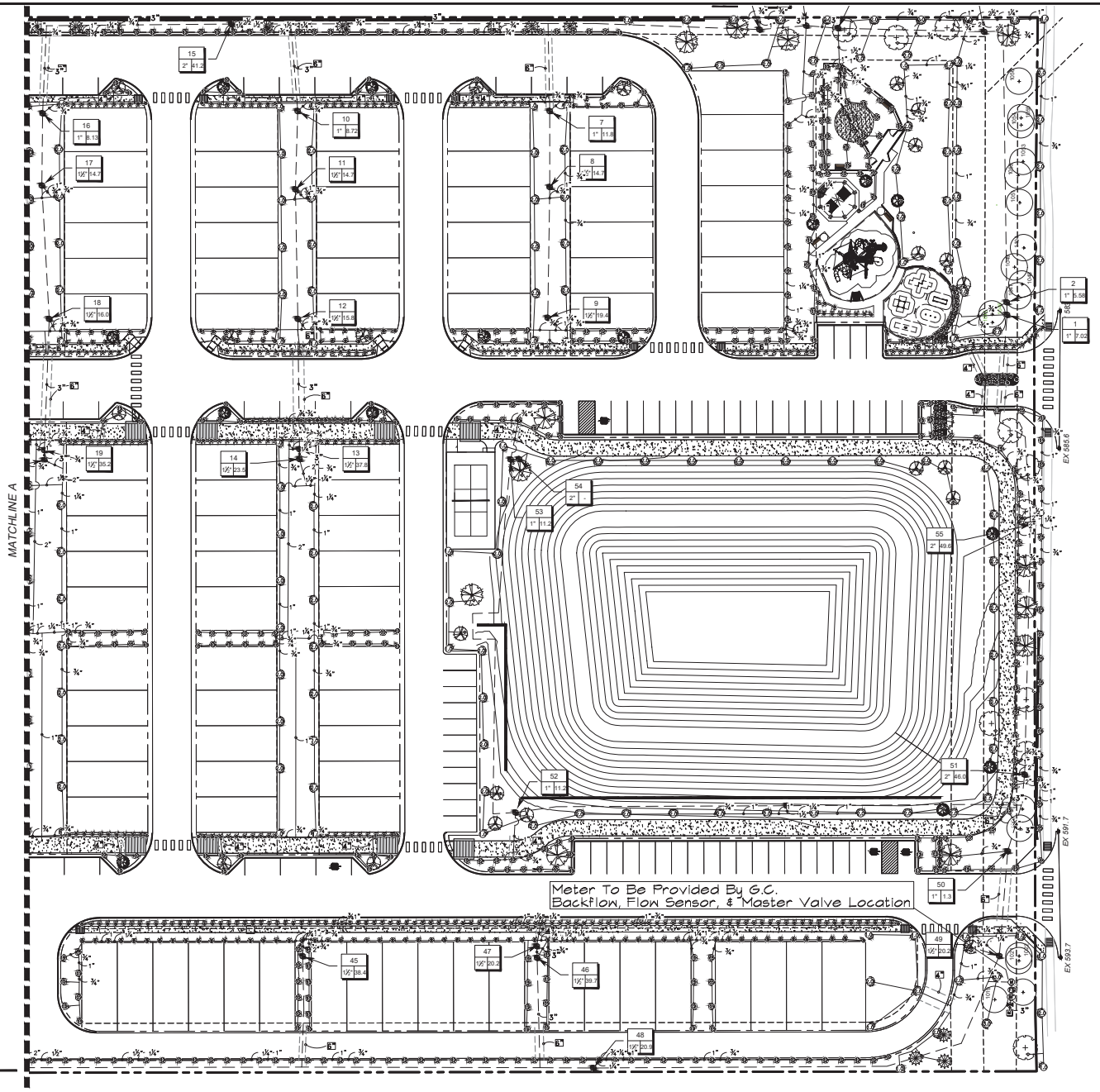

A Irrigation Plan
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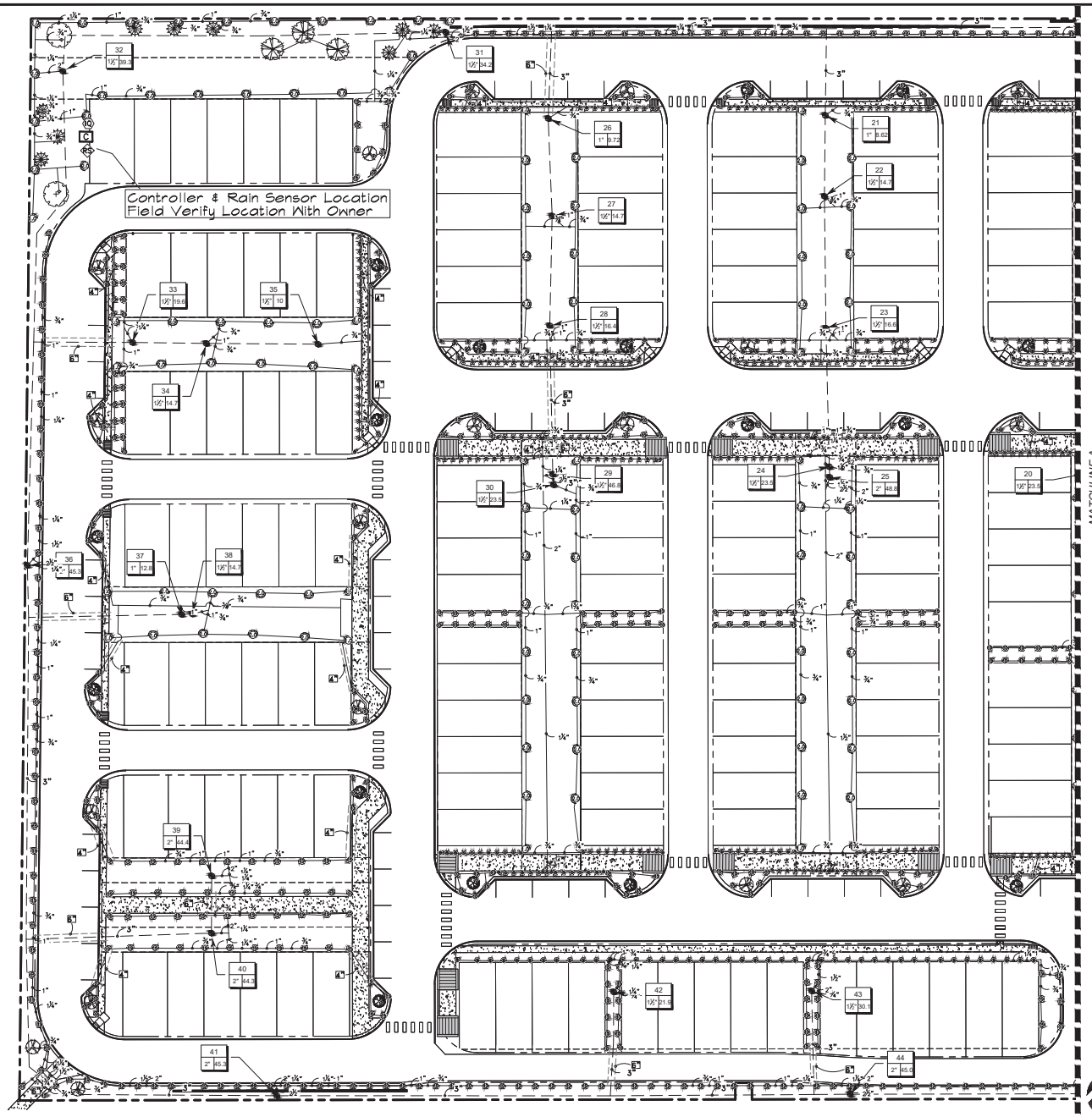

A Irrigation Plan
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STATE OF TEXAS
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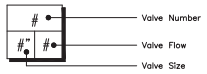
IRRIGATION SCHEDULE

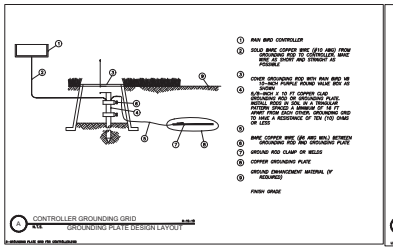
SYMBOL	MANUFACTURER/MODEL	QTY
5H 5Q 5F	Rain Bird 1804 5 Series MPR	654
8H 8Q 8T 8F	Rain Bird 1804 8 Series MPR	221
10H 10Q 10T 10F	Rain Bird 1804 10 Series MPR	635
12H 12Q 12T 12F	Rain Bird 1804 12 Series MPR	6
15H 15Q 15T 15F	Rain Bird 1804 15 Series MPR	200
1401 1402 1404 1408	Rain Bird 1804-1400 Flood	120

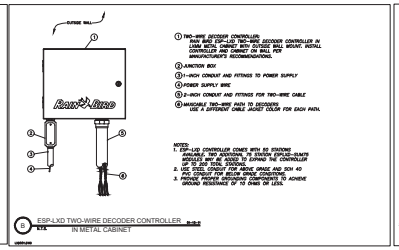
SYMBOL	MANUFACTURER/MODEL	QTY
1.0	Rain Bird 5004-PC-LA 1.0	71
2.0	Rain Bird 5004-PC-LA 2.0	200
3.0	Rain Bird 5004-PC-LA 3.0	2

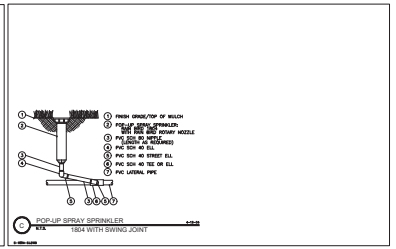
SYMBOL	MANUFACTURER/MODEL	QTY
	Rain Bird PEB 1-1/2"	32
	Rain Bird PEB 1"	12
	Rain Bird PEB 2"	12
	Shut Off Valve	1
M	Rain Bird 300-BPES Globe 3"	1
BF	Febco 765 2"	1
C	Rain Bird ESPLXIVM	1
IQ	Rain Bird IQ4G-USA	1
RS	Rain Bird WR2-RFC	1
FS	Rain Bird FS-300-P	1
M	Water Meter 2"	1
	Irrigation Lateral Line: PVC Class 200 SDR 21	50.0 l.f.
	Irrigation Lateral Line: PVC Class 200 SDR 21 3/4"	18,690 l.f.
	Irrigation Lateral Line: PVC Class 200 SDR 21 1"	3,193 l.f.
	Irrigation Lateral Line: PVC Class 200 SDR 21 1 1/4"	1,948 l.f.
	Irrigation Lateral Line: PVC Class 200 SDR 21 1 1/2"	514.4 l.f.
	Irrigation Lateral Line: PVC Class 200 SDR 21 2"	860.0 l.f.
	Irrigation Lateral Line: PVC Class 200 SDR 21 2 1/2"	123.5 l.f.
	Irrigation Mainline: PVC Schedule 40 3"	6,272 l.f.
	Pipe Sleeve: PVC Schedule 40 4"	525.7 l.f.
	Pipe Sleeve: PVC Schedule 40 6"	727.7 l.f.

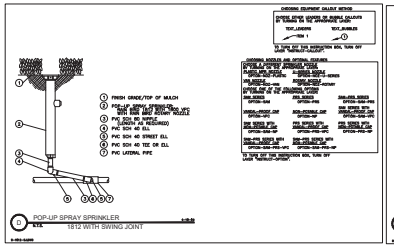
Valve Callout

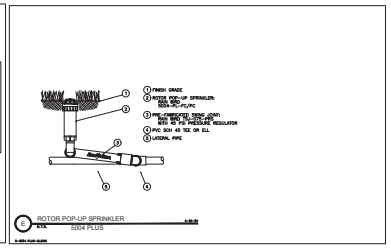


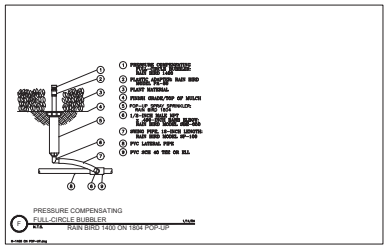


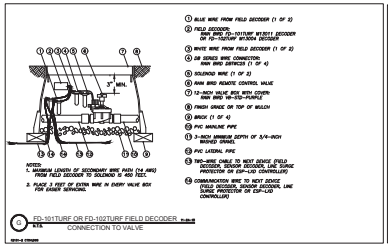


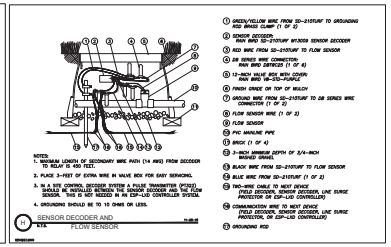












IRRIGATION SPECIFICATIONS

1. IRRIGATION POINT OF CONNECTION SHALL BE CAPABLE OF DELIVERING A VARIABLE FLOW RATE OF 100 GPM (2 VALVES TO RUN AT A TIME) AT A CONSTANT PRESSURE OF 70 PSI DOWNSTREAM OF BACKFLOW PREVENTION DEVICE POINT OF CONNECTION SHELL BE ABLE TO MAINTAIN THE MAXIMUM FLOW RATE AND PRESSURE FOR THE DURATION OF AN IRRIGATION CYCLE. CONTRACTOR SHALL VERIFY THESE PARAMETERS PRIOR TO CONSTRUCTION, AND NOTIFY OWNER'S REPRESENTATIVE AND IRRIGATION CONSULTANT IF THEY CANNOT BE MET. BOOSTER PUMP REQUIRED TO BE BASED ON SITE PRESSURE.
2. IF THE POINT OF CONNECTION EXCEEDS THE ABOVE PRESSURE REQUIREMENTS, A PRESSURE REGULATOR SHALL BE INSTALLED AT THE OWNER'S EXPENSE. PRESSURE REGULATOR SHALL BE SET AT THE PRESSURE RECOMMENED ABOVE.
3. AN PVB TYPE BACKFLOW PREVENTION DEVICE SHALL BE INSTALLED IN A MANNER SATISFYING LOCAL CODES AND MANUFACTURER'S RECOMMENDATIONS.
4. POWER FOR THE IRRIGATION CONTROLLER, PUMP AND OTHER ELECTRICAL COMPONENTS SHALL BE PROVIDED BY OTHER. CONTRACTOR SHALL VERIFY POWER AVAILABLE MEETS THIS REQUIREMENTS OF THE COMPONENT'S MANUFACTURER. IF POWER AVAILABLE IS INADQUATE, CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
5. IRRIGATION SYSTEM IS DISPLAYED SCHEMATIC IN NATURE. MINOR FIELD ADJUSTMENTS MAY BE NECESSARY TO ACCOMMODATE FOR LANDSCAPING CHANGES, PLANTING BEDS OR OTHER OBSTRUCTIONS. THESE ADJUSTMENTS MAY BE MADE ONLY AFTER NOTIFYING THE OWNER'S REPRESENTATIVE.
6. SOME IRRIGATION COMPONENTS AND PIPING ARE SHOWN IN HARDSCAPE AREAS AND OUTSIDE OF PROPERTY LINES TO IMPROVE ON THE READABILITY OF THE IRRIGATION PLAN. ALL COMPONENTS AND PIPING SHALL BE INSTALLED INSIDE OF THE PROPERTY LINES AND OUTSIDE OF HARDSCAPE AREAS.
7. MAINLINE, LATERALS AND CONTROL WIRES SHALL BE INSTALLED INSIDE THE SAME TRENCH WHENEVER POSSIBLE..
8. SYSTEM TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
9. CONTROLER SHALL BE GROUNDED PER MANUFACTURER'S SPECIFICATIONS.
10. ALL CONTROLLER/VALVE WIRE SHALL BE 2-wire.
11. ALL FIELD WIRE ABOVE GRADE OR WITHIN STRUCTURE TO BE INSTALLED IN CONDUIT PER LOCAL CODE.
12. ALL UNDERGROUND SPLICES TO UTILIZE 3M DBY, OR KING WATER PROOF SPLICE KITS, DEPENDING ON NUMBER AND SIZE OF WIRES. ALL SPLICES SHALL BE MADE INSIDE A VALVE BOX.
13. DEPTH OF IRRIGATION PIPING;18" ON MAINLINE; 12" ON LATERALS.
14. SLEEVING UNDER PAVED AREAS SHALL BE INSTALLED AT A DEPTH OF 24".
15. CONTRACTOR TO PROVIDE GREEN METAL BACKFLOW SECURITY CAGE ON CONCRETE PAD.
16. CONTRACTOR TO VERIFY ALL QUANTITIES PROVIDED
17. CONTRACTOR TO FOLLOW MANUFACTURER RECOMMENDATIONS FOR GROUNDING AND LIGHTENING ARRESTORS

RESERVE AT HICKORY CREEK
Town of Hickory Creek
Denton County, Texas

GREENSCAPE ASSOCIATES
P.O. Box 751
Roseberg, Texas 77471
tel: 281.341.4475
fax: 281.341.5419
www.greenscapeassociates.com

STATE OF TEXAS
ZACHARY THOMPSON
LI0025478
LICENSED IRRIGATOR
2/10/23

CopyRight, 2023
GreenScape Associates, LLC
All Rights Reserved

Project #:
Date: 2.10.23
Drawn:
Checked:

Revisions:

Sheet:
L3.04
Irrigation Details

halff

February 22, 2023
AVO 037638.003

Mr. John Smith
Town Administrator
Town of Hickory Creek
1075 Ronald Reagan Ave.
Hickory Creek, TX 75065

Re: 2023 Sidewalk Extension – Quick Set Concrete, Inc. References

Dear Mr. Smith:

Bids for the 2023 Sidewalk Extension project were opened on Thursday, February 16, 2023, at the Town of Hickory Creek. Bids were received from Twelve (12) different bidders and ranged from a high bid of $660,323.80 to a low bid of $394,158.00. Quick Set Concrete, Inc. (Quick Set) was the low bidder. The Town of Hickory Creek (Town) asked Halff Associates, Inc. (Halff) to review the qualifications and references of the apparent low bidder. Halff personnel reached out to six (6) municipality references that had similar project scope, scale and contract price to the 2023 Sidewalk Extension project and received responses back from the City of Dallas, City of Colleyville, and the Town of Flower Mound about their projects performed by Quick Set, the quality of the construction services, working relationship and overall satisfaction.

In a conversation with Francisco De Villa, a contracted consultant project manager with the City of Dallas, Halff personnel inquired about Quick Set's performance on the Wagging Tail Dog Park and the Brownwood Park projects. The project scopes involved park renovations, parking lot expansion, concrete sidewalk improvements and landscaping improvements. When asked about the overall approval of work completed by Quick Set, Mr. De Villa mentioned that they are a good contractor and that he has had no issues with any of their work. Mr. De Villa stated that "they were not very familiar with City of Dallas standards and could have read City specifications better, but otherwise did a fine job." He stated that there are no outstanding problems or conflicts with the Contractor and they performed satisfactory work. He also stated that they have had change orders, but they were warranted by the City. Mr. De Villa mentioned his only concern was their preparedness for their projects, though he stated they did a great job on the sidewalk installation and he would recommend Quick Set for sidewalk improvements.

Halff personnel also spoke with Corey Lawson, who works at the City of Colleyville as a Construction Manager. Mr. Lawson discussed Quick Set's performance on their 2021 Sidewalk Connectivity project. The project scope consisted of sidewalk extensions and connections at multiple locations throughout the City, including erosion control. When asked about the overall approval of their work, Mr. Lawson mentioned that Quick Set has done good work for the City and that they

were always very responsive throughout construction. Mr. Lawson stated they had no problems or unresolved conflicts with the Contractor and that the Contractor did not request any change orders. Mr. Lawson confirmed that given the chance to work with Quick Set on a future project with the City, he would absolutely recommend working with them.

Finally, Halff spoke with Brennon Peltier, Park Development Manager at the Town of Flower Mound, about Quick Set's performance on their Grand Park project. The project scope consisted of playground and pavilion renovations, concrete trail improvements, grading and earthwork, and sod landscaping improvements. When asked about the overall approval of the work completed, Mr. Peltier stated they did a good job and that he did not have any problems or conflicts with Quick Set. Mr. Peltier mentioned on this project that the landscaping subcontractor did request change orders, but that Quick Set never did. Mr. Peltier stated that Quick Set was very responsive throughout the project and "any issues that arose they were very quick to correct them." Mr. Peltier did say that they are a smaller contractor and are likely best suited to smaller scope projects, but that he would not hesitate to award them a sidewalk project in the future.

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

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

Sincerely,

HALFF

Kevin Gronwaldt, P.E.

Attachment

Town of Hickory Creek - 2023 Sidewalk Extension

Bid Opening: February 16, 2023

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

Low Bidder

BID SUMMARY

	Quick Set Concrete	Don Smith Concrete, LLC.	Capko Concrete
TOTAL BASE BID	**$394,158.00**	**$462,058.00**	**$477,652.22**
Addenda	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
	GRod Construction LLC.	**2L Construction, LLC.**	**Ratliff Hardscape**
BASE BID	**$467,063.00**	**$523,305.00**	**$437,889.00**
Addenda	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
	Greeniverse Construction	**Wesson Construction Services, LLC.**	**Texas Standard Construction, Ltd.**
BASE BID	**$451,023.63**	**$420,725.00**	**$660,323.80**
Addenda	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
	Yoko Excavating LLC	**Garret Shields Infrastruction LLC.**	**Black Rock Construction**
BASE BID	**$429,214.00**	**$395,890.00**	**$511,281.00**
Addenda	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes

Bids Certified by: _____

Kevin J. Gronwaldt, PE

2023 SIDEWALK EXTENSION BID OPENS: 10:00 A.M., THURSDAY, FEBRUARY 16TH, 2023				COMPANY Quick Set Concrete 3971 Summit Ridge Corinth, TX 76210		COMPANY Don Smith Concrete LLC. P.O. Box 1613 Midlothian, TX 76065		COMPANY Capko Concrete P.O. Box 426 Azle, TX 76098		COMPANY GRod Construction LLC. 698E. Rock Island Ave Boyd, TX 76023		COMPANY 2L Construction, LLC P.O. Box 397 Rhome, TX 76078		COMPANY Ratliff Hardscape 1740 Midway Road Lewisville, TX 75056		COMPANY Greenlverse Construction 1011W Hundley Dr. Hickory Creek, TX 75065		COMPANY Wesson Construction Services, LLC 3833 E. Loop 820 S Fort Worth, TX 76119		COMPANY Texas Standard Construction, Ltd. 6611 W. Ledbetter Dr. Dallas, TX 75236		COMPANY Yoko Excavating LLC 2608 N Main St STE B282 Belton, TX 76513		COMPANY Garret Shields Infrastructure LLC 1117 E. Walnut Street Garland, TX 75040		COMPANY Black Rock Construction 1475 Heritage Pkwy #113 Mansfield, TX 76063	
ITEM #	DESCRIPTION	U/M	QTY	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $
Base Bid - Sycamore Bend Park Gate to STA 36+00.00 - Section I - Paving and Drainage																											
1	Mobilization and General Site Preparation (5% max)	LS	1	14,500.00	14,500.00	15,000.00	15,000.00	23,000.00	23,000.00	30,000.00	30,000.00	26,000.00	26,000.00	17,205.00	17,205.00	20,718.08	20,718.08	35,000.00	35,000.00	24,750.00	24,750.00	20,438.00	20,438.00	20,000.00	20,000.00	25,000.00	25,000.00
2	Joint Stormwater Pollution Prevention Plan	LS	1	5,000.00	5,000.00	1,500.00	1,500.00	2,000.00	2,000.00	3,600.00	3,600.00	4,000.00	4,000.00	15,625.00	15,625.00	23,810.33	23,810.33	5,000.00	5,000.00	7,250.00	7,250.00	1,750.00	1,750.00	5,000.00	5,000.00	4,500.00	4,500.00
3	Project Signs	EA	2	950.00	1,900.00	500.00	1,000.00	500.00	1,000.00	600.00	1,200.00	1,000.00	2,000.00	1,000.00	2,000.00	1,360.59	2,721.18	1,000.00	2,000.00	695.00	1,390.00	750.00	1,500.00	500.00	1,000.00	12,750.00	25,500.00
4	Traffic Control	LS	1	6,500.00	6,500.00	7,500.00	7,500.00	5,000.00	5,000.00	10,000.00	10,000.00	18,000.00	18,000.00	21,875.00	21,875.00	12,369.00	12,369.00	10,000.00	10,000.00	53,495.00	53,495.00	12,000.00	12,000.00	5,000.00	5,000.00	13,275.00	13,275.00
5	Erosion Control	LS	1	5,000.00	5,000.00	6,500.00	6,500.00	6,000.00	6,000.00	4,000.00	4,000.00	10,000.00	10,000.00	12,500.00	12,500.00	4,329.15	4,329.15	10,000.00	10,000.00	36,000.00	36,000.00	2,500.00	2,500.00	5,000.00	5,000.00	6,075.00	6,075.00
6	4-inch Thick Topsoil and Sodding	SY	1,200	17.00	20,400.00	18.00	21,600.00	18.00	21,600.00	14.00	16,800.00	20.00	24,000.00	21.00	25,200.00	35.07	42,084.00	16.00	19,200.00	19.40	23,280.00	21.00	25,200.00	10.00	12,000.00	20.00	24,000.00
7	Remove and Dispose of Concrete Pavement and Flatwork	SF	515	6.50	3,347.50	3.00	1,545.00	6.00	3,090.00	35.00	18,025.00	4.00	2,060.00	6.50	3,347.50	8.66	4,459.90	25.00	12,875.00	7.15	3,682.25	2.00	1,030.00	10.00	5,150.00	10.00	5,150.00
8	Remove and Dispose of Asphalt Pavement	SF	263	6.50	1,709.50	3.00	789.00	7.00	1,841.00	6.00	1,578.00	5.00	1,315.00	5.00	1,315.00	8.66	2,277.58	38.00	9,994.00	1.00	263.00	2.50	657.50	10.00	2,630.00	5.00	1,315.00
9	Tree Removal (Greater than 12")	EA	2	3,500.00	7,000.00	2,000.00	4,000.00	4,000.00	8,000.00	1,200.00	2,400.00	3,000.00	6,000.00	1,250.00	2,500.00	1,855.35	3,710.70	3,000.00	6,000.00	5,495.00	10,990.00	750.00	1,500.00	500.00	1,000.00	2,200.00	4,400.00
10	6-inch Thick, 3,600 PSI Reinforced Concrete Driveway Pavement	SY	86	89.00	7,654.00	99.00	8,514.00	104.00	8,944.00	120.00	10,320.00	135.00	11,610.00	94.00	8,084.00	199.15	17,126.90	100.00	8,600.00	206.85	17,789.10	117.00	10,062.00	100.00	8,600.00	125.00	10,750.00
11	TxDOT PR-11 Pedestrian Rail	LF	38	395.00	15,010.00	250.00	9,500.00	194.00	7,372.00	350.00	13,300.00	300.00	11,400.00	293.75	11,162.50	181.83	6,909.54	200.00	7,600.00	274.00	10,412.00	275.00	10,450.00	200.00	7,600.00	140.00	5,320.00
12	12-inch Thick Rock Riprap	SY	44	47.00	2,068.00	100.00	4,400.00	140.00	6,160.00	250.00	11,000.00	80.00	3,520.00	87.50	3,850.00	142.25	6,259.00	300.00	13,200.00	310.00	13,640.00	70.00	3,080.00	100.00	4,400.00	200.00	8,800.00
13	Concrete Curb (Type II)	LF	43	38.00	1,634.00	35.00	1,505.00	48.00	2,064.00	60.00	2,580.00	20.00	860.00	36.00	1,548.00	37.11	1,595.73	100.00	4,300.00	42.60	1,831.80	25.00	1,075.00	40.00	1,720.00	75.00	3,225.00
14	Concrete Curb and Gutter (Type II)	LF	67	42.00	2,814.00	35.00	2,345.00	48.00	3,216.00	60.00	4,020.00	40.00	2,680.00	62.00	4,154.00	43.30	2,901.10	100.00	6,700.00	71.35	4,780.45	30.00	2,010.00	40.00	2,680.00	95.00	6,365.00
15	4-inch Thick, 3,600 psi Reinforced Concrete Sidewalk	SY	2,466	81.00	199,746.00	120.00	295,920.00	102.67	253,184.22	90.00	221,940.00	110.00	271,260.00	71.00	175,086.00	76.07	187,588.62	66.00	162,756.00	128.95	317,990.70	95.25	234,886.50	85.00	209,610.00	103.50	255,231.00
16	4-inch Thick, 3,600 PSI Portland Cement Concrete Barrier Free Curb Ramp (Type 1)	EA	3	1,750.00	5,250.00	2,000.00	6,000.00	4,000.00	12,000.00	2,000.00	6,000.00	2,400.00	7,200.00	2,315.00	6,945.00	2,473.80	7,421.40	2,500.00	7,500.00	3,619.00	10,857.00	1,000.00	3,000.00	3,000.00	9,000.00	3,250.00	9,750.00
17	4-inch Thick, 3,600 PSI Portland Cement Concrete Barrier Free Curb Ramp (Type 2)	EA	2	1,750.00	3,500.00	2,000.00	4,000.00	4,100.00	8,200.00	2,000.00	4,000.00	2,800.00	5,600.00	2,312.50	4,625.00	2,844.87	5,689.74	2,500.00	5,000.00	3,619.00	7,238.00	1,500.00	3,000.00	3,000.00	6,000.00	3,750.00	7,500.00
18	Retaining Wall with Integral Sidewalk	SF	525	65.00	34,125.00	30.00	15,750.00	76.00	39,900.00	72.00	37,800.00	80.00	42,000.00	79.00	41,475.00	53.19	27,924.75	60.00	31,500.00	86.70	45,517.50	75.00	39,375.00	100.00	52,500.00	45.00	23,625.00
19	Concrete Scupper	EA	4	4,500.00	18,000.00	3,500.00	14,000.00	5,000.00	20,000.00	5,000.00	20,000.00	7,500.00	30,000.00	7,223.00	28,892.00	4,947.60	19,790.40	4,000.00	16,000.00	1,962.00	7,848.00	1,500.00	6,000.00	500.00	2,000.00	5,625.00	22,500.00
20	Adjust Water Valve to Grade	EA	1	500.00	500.00	100.00	100.00	1,000.00	1,000.00	500.00	500.00	600.00	600.00	3,750.00	3,750.00	1,546.13	1,546.13	2,500.00	2,500.00	1,038.00	1,038.00	1,000.00	1,000.00	500.00	500.00	2,000.00	2,000.00
21	Adjust Sanitary Sewer Manhole to Grade	EA	1	1,500.00	1,500.00	590.00	590.00	2,000.00	2,000.00	3,500.00	3,500.00	1,000.00	1,000.00	3,125.00	3,125.00	3,092.25	3,092.25	2,500.00	2,500.00	769.00	769.00	1,500.00	1,500.00	500.00	500.00	3,500.00	3,500.00
22	Air Release Adjustment	EA	1	500.00	500.00		-	1,000.00	1,000.00	3,500.00	3,500.00	1,200.00	1,200.00	3,750.00	3,750.00	4,329.15	4,329.15	2,500.00	2,500.00	495.00	495.00	1,000.00	1,000.00	1,000.00	1,000.00	3,500.00	3,500.00
23	Landscape Adjustments	LS	1	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
24	Irrigation Repair	LS	1	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
25	Pavement Markings & Signage	LS	1	6,500.00	6,500.00	10,000.00	10,000.00	11,081.00	11,081.00	11,000.00	11,000.00	11,000.00	11,000.00	9,875.00	9,875.00	12,369.00	12,369.00	10,000.00	10,000.00	29,017.00	29,017.00	16,200.00	16,200.00	3,000.00	3,000.00	10,000.00	10,000.00
26	Construction Contingency	LS	1	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Subtotal - Base Bid - 2023 Sidewalk Extenstion					394,158.00		462,058.00		477,652.22		467,063.00		523,305.00		437,889.00		451,023.63		420,725.00		660,323.80		429,214.00		395,890.00		511,281.00
	BID PROPOSAL SUMMARY																										
	Total Base Bid				394,158.00		462,058.00		477,652.22		467,063.00		523,305.00		437,889.00		451,023.63		420,725.00		660,323.80		429,214.00		395,890.00		511,281.00
	Materials Incorporated into Work				216,786.90		160,000.00		218,826.11		233,531.50		210,000.00		175,155.60		200,000.00		100,000.00		193,800.00		78,179.00		144,918.00		204,513.00
	Materials Not Incorporated into Work				137,955.30						-		5,000.00		-		51,000.00		20,725.00		1,055.00		38,528.00		-		306,768.00
	Other, Labor, Etc.				39,415.80		302,058.00		258,826.11		233,531.50		308,305.00		262,733.40		200,023.63		300,000.00		465,468.80		312,507.00		250,972.00		-
	Total				394,158.00		462,058.00		477,652.22		467,063.00		523,305.00		437,889.00		451,023.63		420,725.00		660,323.80		429,214.00		395,890.00		511,281.00
	ADDENDA RECEIVED? YES/NO				YES		YES		YES		YES		YES		YES		YES		YES		YES		YES		YES		YES
	BID BOND RECEIVED? YES/NO				YES		YES		YES		YES		YES		YES		YES		YES		YES		YES		YES		YES

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0227-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT CONCERNING ISSUANCE OF LICENSE TO WATERTOYZ, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement with Watertoyz, LLC (hereinafter the "Agreement") for the issuance of a license to use the Town's park according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Town Council finds that

(1) the existing volume of use of the boat ramp and dock will support the anticipated use under the license contemplated by the Agreement;
(2) the applicant for a license has a demonstrable record of safety, compliance with applicable legal requirements, and adequate staffing capacity to ensure safe and compliant operation under the license;
(3) the applicant has adequate insurance for its operations under the license; and
(4) the issuance of the license will not adversely impact the use of the boat ramp and dock by residents of the Town; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th of February, 2023.

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

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this the 1st day of March, 2023, by and between the **Town of Hickory Creek**, a Texas Type-A municipality (the "Town") and **WATERTOYZ, LLC**, a Texas Limited Liability Company operating with EIN #82-5039899 ("Operator;" and collectively the "Parties").

WITNESSETH:

WHEREAS, Operator seeks to utilize certain park land within the Town, which is under the control and supervision of the Town (the "Property") for purposes consistent with its historical use as a park; and

WHEREAS, the Town desires to enter into an Agreement with Operator in the interest of promoting use of the Town's parks, utilization of the Town's parks and recreation assets, ancillary benefits to local business and economic development for the community at large to enjoy the use of the Town's public property and access to Lake Lewisville; and

WHEREAS, this Agreement provides for the operation of Operator's rental watercrafts only to customers with prior paid reservations; and

WHEREAS, no other business operations, transactions or solicitation of business is allowed; and

WHEREAS, the Town may revoke this permit without notice to Operator in the event Operator violates any provision of this Agreement.

I.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, said recitals being true, binding, and hereby incorporated, and for other good and valuable consideration described herein, the Parties agree that Operator shall:

1.1 Obtain a permit related to the commercial use of boat ramps and docks and payment of any applicable fees in the amount of $15,000.00for a maximum of 4 vessels 4 jet skis.

1.2 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 as an additional insured (the "Coverage").

1.3 Maintain the Coverage for the duration of the Term.

1.4 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.

1.5 Provide 24-hour emergency contact information to the Town.

1.6 WaterToyz, LLC. shall be allowed to conduct operations in Arrowhead Park only.

1.7 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.

1.8 Dry dock all rental equipment at bank. There shall be no staging at courtesy dock before rental client's arrival.

1.9 Tie to courtesy dock for no more than fifteen (15) minutes to load customers' personal supplies.

1.10 Communicate any and all operations instructions to clients while dry docked or during the initial rental transaction.

1.11 Not set up business operations in the park or on its grounds, other than the storage and delivery of rental equipment described above.

1.12 Not allow more than one piece of rental equipment to be tied to courtesy dock at any given time.

1.13 Not distribute passes to individuals, but instead require each individual vehicle to purchase a day use or annual pass.

1.14 Space between 30 to 60 minutes from the end of a rental to beginning of new rental.

1.15 Comply with all provisions of the Town of Hickory Creek's Code of Ordinances, and other rules or regulations adopted by the Town.

II.
Term

This Agreement shall commence on the date executed by each of the parties hereto and shall terminate at 11:59 PM on October 31, 2023.

III.
Governmental Immunity

3.1 If Operator violates any of the above-referenced obligations, the Town may, upon providing written notice thereof and reasonable time to resolve any breach, revoke the permit granted herein without further notice.

3.2 The Town is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, Town does not consent to suit, or waive its governmental immunity or the limitations as to damages under the Texas Tort Claims Act.

IV.
General Provisions

4.1 **Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

4.2 **Choice of Law and Venue**. This Agreement has been made under and shall be governed

by the laws of the State of Texas. Performance and all maters related thereto shall be in Denton County, Texas, United States of America.

4.3 **Authority to enter into Agreement.** Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Operator represents that he or she is authorized to sign on behalf of Operator and Agrees to provide proof of such authorized to the Town upon request.

4.4 **Agreement read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

4.5 **Notice.** All notices and documents required herein shall be sent and provided to the Parties at the contact information listed below.

OPERATOR: 388 Crockett Dr. Lewisville, Texas
75057 Attn.: Gabriel G. Angeli
214-923-0710 (cell)
watertoyztx@gmail.com

TOWN: Office of the Town Administrator
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

With copies to: Law Office of Dorwin Sargent III, PLLC
ATTN: Dorwin L. Sargent, III
624 W. University Dr., #127
Denton, Texas 76201

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The Parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

4.6 **Indemnity. A. TO THE FULLEST EXTENT PERMITTED BY LAW, OPERATOR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN AND TOWN'S SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

(i) THIS AGREEMENT;

(ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT;

(iii) OPERATOR'S OCCUPATION AND USE OF THE PREMISES;

(iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY OPERATOR; OR

(v) ANY ACT OR OMISSION OF OPERATOR OR OPERATOR'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE.

B. Upon written notice from Town, Operator agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this Agreement for which Operator has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Operator shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

IN WITNESS, WHEREOF, the Parties enter into this Agreement on the 1st day of March, 2023.

[signature page to follow]

WATERTOYZ, LLC

By: _____
Gabriel G. Angeli, Managing Member

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, a Notary Public in and for the State of Texas, on this day, personally appeared Gabriel G. Angeli, proved to me through his Texas Driver License _____ be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity so stated, and has express authority to do so.

Given under my hand and seal of office this_____day of _____, 2023.

_____
Notary Public, State of Texas

TOWN OF HICKORY CREEK, TEXAS

_____
By: Lynn C. Clark, Mayor
Town of Hickory Creek

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, a Notary Public in and for the State of Texas, on this day, personally appeared Lynn C. Clark, 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 _____, 2023.

_____
Notary Public, State of Texas

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0227-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ESTABLISHING THE TOWN'S LEGISLATIVE AGENDA AND PRIORITIES FOR THE 88TH SESSION OF THE TEXAS LEGISLATURE TO INCLUDE SPECIAL CALLED SESSIONS AND THE INTERIM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 10, 2023, the Texas Legislature convened for a 140-day session to consider legislation; and

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

WHEREAS, Town staff has prepared the recommended 2023 Legislative Agenda attached hereto as Exhibit "A" for review by the Town Council; and

WHEREAS, the Town Council is of the opinion that such 2023 Legislative Agenda is in the best interest of the Town and the Hickory Creek community, is consistent with the mission and vision of the Town, should be adopted, and should be forwarded for consideration by the Legislature.

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

Section 1: The 2023 Legislative Agenda that is attached hereto as Exhibit "A" is hereby adopted and approved.

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of February, 2023.

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

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

Exhibit A

Town of Hickory Creek 2021 Legislative Agenda

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

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

Town of Hickory Creek Top Priorities

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

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

Supported Legislative Items

The Town supports legislation that would:

1. make beneficial amendments to the equity appraisal statute; close the "dark store" theory of appraisal loophole; and require mandatory disclosure of real estate sales prices.

2. authorize a council-option city homestead exemption expressed as a percentage or flat-dollar amount.

3. convert the sales tax reallocation process from a ministerial process into a more formalized and transparent administrative process.

4. authorize a city council to opt-in to requiring residential fire sprinklers in newly constructed single-family dwellings.

5. make beneficial amendments to H.B. 3167 (2019), the subdivision platting shot clock bill.

6. allow for greater flexibility by cities to fund local transportation projects; amend or otherwise modify state law to help cities fund transportation projects; or provide cities with additional funding options and resources to address transportation needs that the state and federal governments fail to address.

7. provide additional funding to the Texas Department of Transportation for equitable transportation projects that would benefit cities and provide local, state, and federal transportation funding of transportation infrastructure, including rail.

8. allow a city to lower the prima facie speed limit from 30 to 25 miles per hour without the need for a traffic study.

9. provide greater authority to the Texas Department of Transportation to improve city railroad

crossings and install signal lights where there are safety concerns.

10. establish that expenditures of Community Development Block Grant funds by cities are a governmental function.

11. require city consent before the Texas Commission on Environmental Quality (TCEQ) is authorized to issue a standard permit for a rock crushing operation, cement crushing operation, or any similar activity that may be authorized under a standard air permit from TCEQ within the corporate limits or ETJ of a city. Alternatively, or in addition, such legislation may: (a) authorize a city to restrict, prevent, or regulate the locating of such activities in the city's corporate limits or ETJ in other manners, such as imposing minimum distance from such operations and schools, hospitals, churches, and residences; (b) require TCEQ to provide notice of applications for standard permits to cities for activities proposed in the city's corporate limits or ETJ and require TCEQ to address any and all comments received from the City as required by Sec. 382.112 of the Texas Health & Safety Code; or (c) prohibit TCEQ from issuing a standard permit for activities proposed in the city's corporate limits or ETJ unless the city verifies that the proposed in the city's corporate limits or ETJ unless the city verifies that the proposed activity is authorized under the city's zoning ordinance or comprehensive plan to locate at the proposed location.

12. provide consistency and uniformity in the compliance deadlines and fees for compliance dismissals of Class "C" misdemeanors.

13. rectify the wording of Texas Government Code Section 29.013 to eliminate the requirement that a city secretary notify the Office of Court Administration of elected or appointed mayors or municipal court clerks.

14. protect from disclosure the list of applicants for a mail in ballot up until the time ballots are sent for those applications, regardless of whether a request is made for the applications.

15. allow for the expenditure of municipal hotel occupancy for construction of improvements in municipal parks and trails/sidewalks that connect parks, lodging establishments, and other tourist attractions, and related public facilities.

16. require equitable treatment of local governments by preventing a state official or state agency from placing additional restrictions on a city's use of federal funds from future stimulus legislation related to a health pandemic, in contravention of congressional intent.

17. require counties to share timely information on health emergencies with cities.

18. treat broadband service similar to other critical utility infrastructure to ensure statewide availability, equity, and affordability for citizens and businesses.

19. modernize the Texas Universal Fund through revenue sources that ensure long-term sustainability for the provision of broadband services.

20. require the State of Texas to create a state regulatory process for oil and gas and CO2 pipeline routing that:

i. enables affected communities and landowners to provide input prior to establishment and publication of routes.

ii. provides for negotiation on routes when municipalities believe that substantial threats to economic development, natural resources, or standard of living are potential outcomes.

iii. intrastate pipelines will comply with environmental and economic impact study standards, including the participation of local governmental entities and public participation.

iv. pipeline operators shall have in place performance bonds like those the state has in its own contracts.

21. increase existing or create new grant program funding that provides financial assistance to local governmental public safety agencies for public safety resources, including legislation that supports the use and the purchase of body cameras and associated data storage costs.

22. harden the state's electric grid against blackouts, especially those caused by extreme weather events.

23. mitigate the cost and liabilities of the outage event caused by Winter Storm Uri from being passed on to cities and city residents.

24. provide stabilization and funding for the electric grid in response to increased demand.

25. ensure that each city gets at least one vote on appraisal district board members.

26. strengthen current law as it relates to catalytic convertor theft and prevention, including increasing penalties for auto repair facilities and individual sellers who resell or are in possession of stolen catalytic converters.

27. promote increased flexibility under the Texas Open Meetings Act, including flexibility for public participation, so long as the legislation doesn't mandate any new costs on local governments.

28. give cities more input in the municipal utility district development process within the city limits and ETJ, including legislation that promotes additional transparency in the process for cities and city residents.

29. raise the threshold for the ¾ super majority requirements triggered by the opposition of landowners close to proposed zoning changes from 20% of property ownership interest within the notification area, to 50%.

30. add safeguards to the formation of new municipal utility districts (MUDs) through the Texas Commission on Environmental Quality process, limit MUDs administrative costs, require MUDs to meet in the cities they tax from, coordinate with local cities or counties on MUD board elections, and provide additional financial information to citizens in an open and transparent manner.

31. allow for competitive procurement of the professional services enumerated in the Professional Services Procurement Act by home rule and general law municipalities.

32. allow for the expansion and preservation of diverse, affordable housing in cities, including additional appropriations.

33. allow a city official to submit a request for an attorney general letter ruling under the Public

Information Act by email at no charge.

34. make beneficial amendments to H.B. 2439 (2019), the building materials bill.

35. amend Sec. 52.095, Election Code, related to the requirement that cities are only able to assign a letter of the alphabet to the measure that corresponds to its order on the ballot.

36. eliminate reauthorization provisions for the collection and use of street maintenance sales and use tax.

37. authorize cities to reimburse themselves from sales and use tax collections for actual election costs required for tax implementation.

38. clarify that cities may use street maintenance sales tax revenue for all streets and sidewalks in the city.

39. allow cities alternate methods for publications of legal notices.

40. promote pay as you go financing for capital projects by authorizing a dedicated property tax rate that is classified similarly to the debt service tax rate in property tax rate calculations.

41. allow cities to remove themselves from an emergency services district (ESD) if the city is capable of providing services to the area; (2) expressly authorize ESDs to expand into a city's corporate limits or ETJ only with city council approval; and (3) require an ESD to enter into a sales and use tax sharing agreement with a city when a city annexes territory located in an ESD and, should negotiations fail, enter into binding arbitration and/or mediation.

42. increase the competitive bidding threshold to account for increased costs to cities.

Opposed Legislative Items

The Town opposes legislation that would:

1. negatively expand appraisal caps but take no position on legislation that would authorize a council-option reduction in the current ten-percent cap on annual appraisal growth.

2. impose new property tax or sales tax exemptions that substantially erode the tax base.

3. limit or eliminate the current flexibility of the Major Events Reimbursement Program as a tool for cities to attract or host major events and conventions.

4. limit the type of incentives available to the city or that would limit any use of incentives by a city.

5. further erode local control as it pertains to retirement issues.

6. substantively change or expand the scope of the current disease presumption law, unless doing so is supported by reputable, independent scientific research.

7. require candidates for city office to declare party affiliation in order to run for office.

8. eliminate any of the current uniform election dates.

9. impose additional state fees or costs on municipal court convictions or require municipal courts to collect fine revenue for the state.

10. restrict city authority to draft ballot propositions in such a way that reflects the full fiscal impact of the proposition.

11. require preclearance of city ballot propositions by a state agency.

12. erode city solid waste franchise fee authority.

13. erode municipal authority in any way, impose an unfunded mandate, or otherwise be detrimental to cities, especially legislation that would:

a. provide for state preemption of municipal authority in general.

b. impose further revenue and/or tax caps of any type.

c. erode the ability of a city to issue debt.

d. erode municipal authority related to development matters, including with respect to the following issues: (1) annexation, (2) eminent domain, (3) zoning, (4) regulatory takings, (5) building codes, (6) tree preservation, (7) short-term rentals, and (8) the extraterritorial jurisdiction (ETJ).

e. erode the authority of a city to be adequately compensated for the use of its rights-of-way and/or erode municipal authority over the management and control of rights-of-way, including by state or federal rules or federal legislation.

f. limit or prohibit the authority of city officials to use municipal funds to communicate with legislators; or limit or prohibit the authority of the Texas Municipal League to use any revenue, however derived, to communicate with legislators.

g. abolish the concept of the ETJ.

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2023-0227-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AMENDMENT TO A MUNICIPAL MAINTENANCE AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND TXDOT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with an Amendment to a Municipal Maintenance Agreement for right of way maintenance services (hereinafter the "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of February, 2023.

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

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT

WHEREAS, on the 31th, 1994, the Texas Department of Transportation, the "State", and the City of Hickory Creek, the "City" entered into a Municipal Maintenance Agreement intended to cover and provide for State participate in the maintenance of state routes within the City; and

WHEREAS, the State, under the aforementioned Agreement, provides mowing and litter clean up maintenance of certain state highways and roadways within the City, including **I35E (South Stemmons Freeway)**; and

WHEREAS, the State, conducts this mowing and litter clean up maintenance through its contractors; and

WHEREAS, the City desires to perform additional mowing and litter clean up maintenance on the aforementioned state routes, and

WHEREAS, the City and the State agree to amend the existing Municipal Maintenance Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

State's Responsibilities

2. Reimburse the City for mowing and litter clean up within the right-of-way on controlled access highways. Reimbursement excludes the area from the back of curb to the right-of-way and highways under construction,

Reimbursement shall be limited to 3 mowing cycles per year (in approximately May, June, and August) The rate of reimbursement for mowing shall be **$80.00/acre** for the first year. Subsequent year reimbursement increases will be based on the Consumer Price Index (CPI) or the City contract amount per acre, whichever is less.

Reimbursement may be further limited if the State adopts a statewide policy reducing the number of mowing cycles to less than three per year.

Reimbursement shall be limited to up to 12 litter cycles per year. The rate of reimbursement for litter shall be **$21.30/acre** for the term of this agreement year.

Reimbursement may be further limited if the State adopts a statewide policy reducing the number of litter cycles.

At the end of the third year, the State will re-evaluate the current prices for both mowing and litter clean up and enter into a new agreement with the City.

If there is a State policy change to further reduce the State's mowing or litter cycles, the State shall notify the City, in writing, within sixty (60) days of this change. If the State fails to notify the City as required under this paragraph, the State shall be responsible for payments to the City in accordance with the previously agreed upon reimbursement schedule.

City's Responsibilities (Controlled Access)

1. Mow the entire right-of-way at locations presented in Attachment A.
2. Perform litter clean up at the locations presented in Attachment A.
3. Submit invoices and cancelled checks for mowing and litter clean up cycles at intervals as established above. Submit the amount of litter picked up in cubic yards per track per cycle.
4. Reimbursement will not be made for portions of the roadway under construction or if it is taken off the state system.

The City agrees that for mowing and litter clean up, if performed by employees of the City, the City shall show proof of self-insurance. If mowing and/or litter clean-up is performed by a contractor(s) selected by the City through its selection process; the City shall require the contractor(s) to have in place, insurance as evidenced by the State's Certificate of Insurance form. The city will also require any contractor(s) to agree to indemnify and save harmless the state form all claims and liability due the contractor(s) materials or activities of itself, its agent, or employees, performed under the agreement with the city that are caused or may result from error, omission, or negligent act. Prior to any mowing or litter clean up by the City, such evidence of self-insurance or certificate of insurance shall be provided to the State.

Termination

This Amendment is expressly made subject to the rights granted to TxDOT to terminate this Amendment without cause upon notice and to the rights granted to The City to terminate this Amendment without cause upon notice after three (3) years and upon the exercise of any such right by either party, this Amendment will terminate. TxDOT or the City may terminate this Amendment upon notice at any time for a violation of the terms of this Amendment. The termination of this Amendment does not affect any other provisions of the existing Municipal Maintenance Agreement between the parties. If the City has entered into a contract with a third party to perform any services under this Amendment, this Amendment will continue in effect until the current term of the contract has expired.

Should the City request to terminate without cause within the term of this agreement, submit notification by June 1. Notification will not relieve the City of fulfilling the agreement with the final clean up mowing being performed in approximately November.

In all other respects, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

CITY OF HICKORY CREEK

_____

_____

Date

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs hereto approved and authorized by the Texas Transportation Commission.

THE STATE OF TEXAS

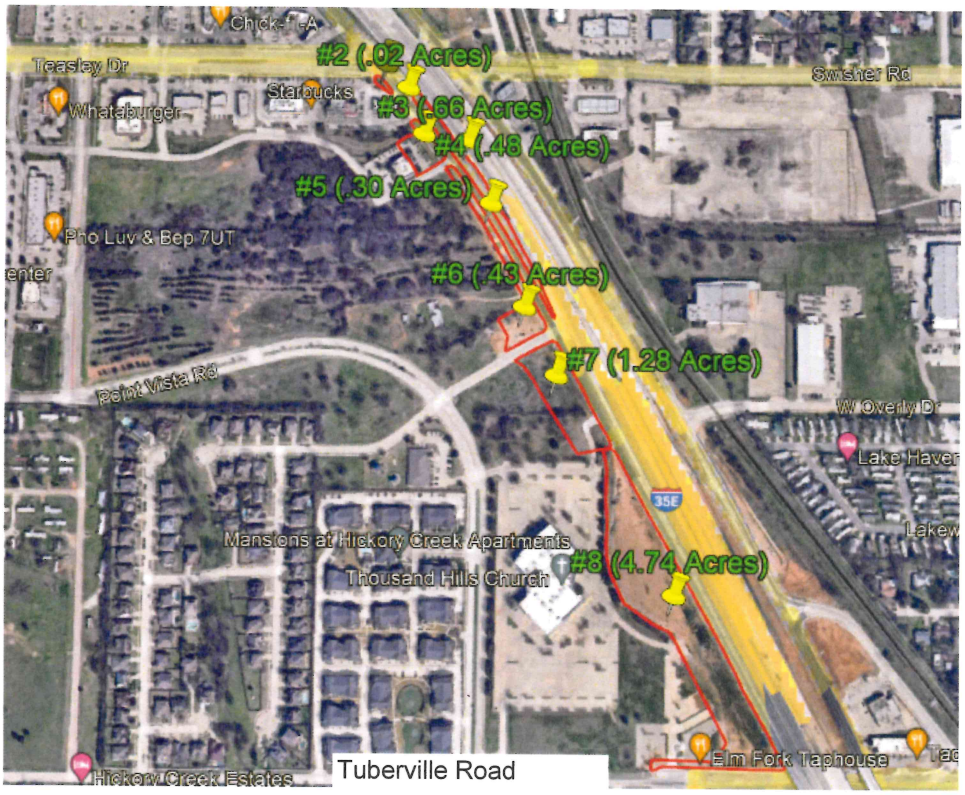
By: _____

_____

Date

Reference #	Actual Acres	Rounded acres
1	0.04	0.5
2	0.02	0.5
3	0.66	1
4	0.48	0.5
5	0.3	0.5
6	0.43	0.5
7	1.28	1.5
8	4.74	5
9	6.8	7
10	5.6	5.5
11	0.32	0.5
12	1.34	1.5
13	0.2	0.5
14	1.16	1
15	1.14	1
16	0.75	1
17	0	0
18	0	0
19	0.85	1
20	0.38	0.5
21	0.2	0.5
22	1.25	1
23	0	0
Total	27.94	31

ATTACHMENT A



Tuberville Road

ATTACHMENT A

Hickory Creek, TX PD **Jan 1, 2022 - Dec 31, 2022**

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

01.Total Traffic Stops	
	4,241
	4,241

02. Location of Stop		
	0.02%	1
CITY STREET	33.84%	1,435
COUNTY ROAD	0.97%	41
PRIVATE PROPERTY OR OTHER	1.01%	43
STATE HIGHWAY	27.26%	1,156
US HIGHWAY	36.90%	1,565
Total	**100.00%**	**4,241**

03. Was Race Known Prior to Stop?		
N	97.97%	4,155
Y	2.03%	86
Total	**100.00%**	**4,241**

04. Race or Ethnicity		
ALASKA NATIVE/AMERICAN INDIAN	1.04%	44
ASIAN/PACIFIC ISLANDER	5.56%	236
BLACK	20.82%	883
HISPANIC/LATINO	14.85%	630
L	0.02%	1
WHITE	57.70%	2,447
Total	**100.00%**	**4,241**

05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.35%	5

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

05. Gender			
FEMALE	ASIAN/PACIFIC ISLANDER	3.18%	45
	BLACK	25.09%	355
	HISPANIC/LATINO	10.18%	144
	WHITE	61.20%	866
		100.00%	**1,415**
MALE	ALASKA NATIVE/AMERICAN INDIAN	1.38%	39
	ASIAN/PACIFIC ISLANDER	6.76%	191
	BLACK	18.68%	528
	HISPANIC/LATINO	17.20%	486
	L	0.04%	1
	WHITE	55.94%	1,581
		100.00%	**2,826**
Total			**4,241**

06. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	1.12%	36
	ASIAN/PACIFIC ISLANDER	6.16%	198
	BLACK	21.40%	688
	HISPANIC/LATINO	13.41%	431
	WHITE	57.92%	1,862
		100.00%	**3,215**
PRE EXISTING KNOWLEDGE	BLACK	27.27%	3
	HISPANIC/LATINO	18.18%	2
	WHITE	54.55%	6
		100.00%	**11**
SAME AS OFFENSE	L	100.00%	1

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Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

06. Reason for Stop?			
		100.00%	1
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.82%	6
	ASIAN/PACIFIC ISLANDER	3.84%	28
	BLACK	18.08%	132
	HISPANIC/LATINO	23.29%	170
	WHITE	53.97%	394
		100.00%	730
VIOLATION OF LAW	ALASKA NATIVE/AMERICAN INDIAN	0.70%	2
	ASIAN/PACIFIC ISLANDER	3.52%	10
	BLACK	21.13%	60
	HISPANIC/LATINO	9.51%	27
	WHITE	65.14%	185
		100.00%	284
Total			**4,241**

07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	1.07%	44
	ASIAN/PACIFIC ISLANDER	5.69%	234
	BLACK	20.35%	836
	HISPANIC/LATINO	14.46%	594
	L	0.02%	1
	WHITE	58.41%	2,400
		100.00%	4,109
Y	ASIAN/PACIFIC ISLANDER	1.52%	2
	BLACK	35.61%	47
	HISPANIC/LATINO	27.27%	36

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Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

07. Was a Search Conducted?			
Y	WHITE	35.61%	47
		100.00%	**132**
Total			**4,241**

08. Reason for Search?			
CONSENT	BLACK	16.00%	4
	HISPANIC/LATINO	40.00%	10
	WHITE	44.00%	11
		100.00%	**25**
CONTRABAND IN PLAIN VIEW	HISPANIC/LATINO	100.00%	1
		100.00%	**1**
INCIDENT TO ARREST	BLACK	33.33%	1
	HISPANIC/LATINO	33.33%	1
	WHITE	33.33%	1
		100.00%	**3**
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	1.07%	44
	ASIAN/PACIFIC ISLANDER	5.69%	234
	BLACK	20.35%	836
	HISPANIC/LATINO	14.46%	594
	L	0.02%	1
	WHITE	58.41%	2,400
		100.00%	**4,109**
PROBABLE CAUSE	ASIAN/PACIFIC ISLANDER	1.94%	2
	BLACK	40.78%	42
	HISPANIC/LATINO	23.30%	24
	WHITE	33.98%	35
		100.00%	**103**

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Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

08. Reason for Search?			
Total			**4,241**

09. Was Contraband Discovered?			
N	BLACK	30.77%	8
	HISPANIC/ LATINO	34.62%	9
	WHITE	34.62%	9
		100.00%	**26**
Y	ASIAN/ PACIFIC ISLANDER	1.89%	2
	BLACK	36.79%	39
	HISPANIC/ LATINO	25.47%	27
	WHITE	35.85%	38
		100.00%	**106**
Total			**132**

10. Description of Contraband			
ALCOHOL	ASIAN/PACIFIC ISLANDER	5.88%	1
	BLACK	11.76%	2
	HISPANIC/LATINO	35.29%	6
	WHITE	47.06%	8
		100.00%	**17**
DRUGS	BLACK	47.50%	38
	HISPANIC/LATINO	20.00%	16
	WHITE	32.50%	26
		100.00%	**80**
OTHER	ASIAN/PACIFIC ISLANDER	18.18%	2

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Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

10. Description of Contraband			
OTHER	BLACK	9.09%	1
	HISPANIC/LATINO	36.36%	4
	WHITE	36.36%	4
		100.00%	**11**
WEAPONS	BLACK	40.00%	2
	HISPANIC/LATINO	20.00%	1
	WHITE	40.00%	2
		100.00%	**5**
Total			**113**

11. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	1.07%	30
	ASIAN/PACIFIC ISLANDER	6.15%	173
	BLACK	20.92%	589
	HISPANIC/LATINO	17.37%	489
	L	0.04%	1
	WHITE	54.46%	1,533
		100.00%	**2,815**
CITATION AND ARREST	BLACK	40.00%	2
	HISPANIC/LATINO	20.00%	1
	WHITE	40.00%	2
		100.00%	**5**
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.99%	14
	ASIAN/PACIFIC ISLANDER	4.43%	63
	BLACK	20.55%	292
	HISPANIC/LATINO	9.85%	140

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Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

11. Result of the Stop			
WRITTEN WARNING	WHITE	64.18%	912
		100.00%	**1,421**
Total			**4,241**

12. Arrest Based On			
OUTSTANDING WARRANT	BLACK	50.00%	1
	HISPANIC/LATINO	50.00%	1
		100.00%	**2**
VIOLATION OF PENAL CODE	BLACK	33.33%	1
	WHITE	66.67%	2
		100.00%	**3**
Total			**5**

13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	1.04%	44
	ASIAN/PACIFIC ISLANDER	5.57%	236
	BLACK	20.83%	883
	HISPANIC/LATINO	14.86%	630
	L	0.02%	1
	WHITE	57.69%	2,446
		100.00%	**4,240**
Y	WHITE	100.00%	1
		100.00%	**1**
Total			**4,241**

Was Arrest Due to Contraband Found?			
N	BLACK	40.00%	2
	HISPANIC/LATINO	20.00%	1

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Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

Was Arrest Due to Contraband Found?			
N	WHITE	40.00%	2
		100.00%	**5**
Total			**5**

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Racial Profiling Report | Full

Agency Name: HICKORY CREEK POLICE DEPT.
Reporting Date: 02/21/2023
TCOLE Agency Number: 121206

Chief Administrator: CAREY W. DUNN

Agency Contact Information:
Phone: (940) 497-2528
Email: carey.dunn@hickorycreek-tx.gov

Mailing Address:
1075 RONALD REAGAN AVE
HICKORY CREEK, TX 75065-7633

This Agency filed a full report

HICKORY CREEK POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the HICKORY CREEK POLICE DEPT. from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the HICKORY CREEK POLICE DEPT. if the individual believes that a peace officer employed by the HICKORY CREEK POLICE DEPT. has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the HICKORY CREEK POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the HICKORY CREEK POLICE DEPT. policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HICKORY CREEK POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Carey W. Dunn
Chief of Police

Date: 02/21/2023

Total stops: 4241

Street address or approximate location of the stop	
City street	1435
US highway	1565
County road	41
State highway	1156
Private property or other	44
Was race or ethnicity known prior to stop?	
Yes	86
No	4155
Race / Ethnicity	
Alaska Native / American Indian	44
Asian / Pacific Islander	236
Black	883
White	2448
Hispanic / Latino	630
Gender	
Female	**1415**
Alaska Native / American Indian	5
Asian / Pacific Islander	45
Black	355
White	866
Hispanic / Latino	144
Male	**2826**
Alaska Native / American Indian	39
Asian / Pacific Islander	191
Black	528
White	1582
Hispanic / Latino	486
Reason for stop?	
Violation of law	**284**
Alaska Native / American Indian	2
Asian / Pacific Islander	10
Black	60
White	185

Hispanic / Latino	27
Preexisting knowledge	**11**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	6
Hispanic / Latino	2
Moving traffic violation	**3216**
Alaska Native / American Indian	36
Asian / Pacific Islander	198
Black	688
White	1863
Hispanic / Latino	431
Vehicle traffic violation	**730**
Alaska Native / American Indian	6
Asian / Pacific Islander	28
Black	132
White	394
Hispanic / Latino	170

Was a search conducted?

Yes	**132**
Alaska Native / American Indian	2
Asian / Pacific Islander	0
Black	47
White	47
Hispanic / Latino	36
No	**4109**
Alaska Native / American Indian	44
Asian / Pacific Islander	234
Black	836
White	2401
Hispanic / Latino	594

Reason for Search?

Consent	**25**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	11

Hispanic / Latino	10
Contraband	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Probable	**103**
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	42
White	35
Hispanic / Latino	24
Inventory	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	**3**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	1

Was Contraband discovered?

		Did the finding result in arrest? (total should equal previous column)	
Yes	**106**		
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	2	Yes 0	No 0
Black	39	Yes 0	No 0
White	38	Yes 0	No 0
Hispanic / Latino	27	Yes 0	No 0
No	**26**		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	8		
White	9		
Hispanic / Latino	9		

Description of contraband	
Drugs	**80**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	38
White	26
Hispanic / Latino	16
Weapons	**5**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	2
Hispanic / Latino	1
Currency	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	**17**
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	8
Hispanic / Latino	6
Stolen property	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	**11**
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	1
White	4
Hispanic / Latino	4
Result of the stop	
Verbal warning	**0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	**1421**
Alaska Native / American Indian	14
Asian / Pacific Islander	63
Black	292
White	912
Hispanic / Latino	140
Citation	**2815**
Alaska Native / American Indian	30
Asian / Pacific Islander	173
Black	589
White	1534
Hispanic / Latino	489
Written warning and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	**5**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	2
Hispanic / Latino	1
Arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Arrest based on

Violation of Penal Code	**3**
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	1
White	2
Hispanic / Latino	0
Violation of Traffic Law	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	**2**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	1

Was physical force resulting in bodily injury used during stop?

Yes	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	**4240**
Alaska Native / American Indian	44
Asian / Pacific Islander	236
Black	883
White	2445
Hispanic / Latino	630

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☒
Use Department's submitted analysis	☐

Optional Narrative

N/A

Submitted electronically to the

The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

HICKORY CREEK POLICE DEPT.

01. Total Traffic Stops:	4241	
02. Location of Stop:		
a. City Street	1435	33.84%
b. US Highway	1565	36.90%
c. County Road	41	0.97%
d. State Highway	1156	27.26%
e. Private Property or Other	44	1.04%
03. Was Race known prior to Stop:		
a. NO	4155	97.97%
b. YES	86	2.03%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	44	1.04%
b. Asian/ Pacific Islander	236	5.56%
c. Black	883	20.82%
d. White	2448	57.72%
e. Hispanic/ Latino	630	14.85%
05. Gender:		
a. Female	1415	33.36%
i. Alaska/ Native American/ Indian	5	0.12%
ii. Asian/ Pacific Islander	45	1.06%
iii. Black	355	8.37%
iv. White	866	20.42%
v. Hispanic/ Latino	144	3.40%
b. Male	2826	66.64%
i. Alaska/ Native American/ Indian	39	0.92%
ii. Asian/ Pacific Islander	191	4.50%
iii. Black	528	12.45%
iv. White	1582	37.30%
v. Hispanic/ Latino	486	11.46%
06. Reason for Stop:		
a. Violation of Law	284	6.70%
i. Alaska/ Native American/ Indian	2	0.70%
ii. Asian/ Pacific Islander	10	3.52%

Racial Profiling Analysis Report

iii. Black	60	21.13%
iv. White	185	65.14%
v. Hispanic/ Latino	27	9.51%
b. Pre-Existing Knowledge	11	0.26%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	27.27%
iv. White	6	54.55%
v. Hispanic/ Latino	2	18.18%
c. Moving Traffic Violation	3216	75.83%
i. Alaska/ Native American/ Indian	36	1.12%
ii. Asian/ Pacific Islander	198	6.16%
iii. Black	688	21.39%
iv. White	1863	57.93%
v. Hispanic/ Latino	431	13.40%
d. Vehicle Traffic Violation	730	17.21%
i. Alaska/ Native American/ Indian	6	0.82%
ii. Asian/ Pacific Islander	28	3.84%
iii. Black	132	18.08%
iv. White	394	53.97%
v. Hispanic/ Latino	170	23.29%
07. Was a Search Conducted:		
a. NO	4109	96.89%
i. Alaska/ Native American/ Indian	44	1.07%
ii. Asian/ Pacific Islander	234	5.69%
iii. Black	836	20.35%
iv. White	2401	58.43%
v. Hispanic/ Latino	594	14.46%
b. YES	132	3.11%
i. Alaska/ Native American/ Indian	2	1.52%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	47	35.61%
iv. White	47	35.61%
v. Hispanic/ Latino	36	27.27%
08. Reason for Search:		
a. Consent	25	0.59%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	16.00%
iv. White	11	44.00%
v. Hispanic/ Latino	10	40.00%
b. Contraband in Plain View	1	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Probable Cause	103	2.43%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	2	1.94%
iii. Black	42	40.78%
iv. White	35	33.98%
v. Hispanic/ Latino	24	23.30%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	3	0.07%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	33.33%
iv. White	1	33.33%
v. Hispanic/ Latino	1	33.33%
09. Was Contraband Discovered:		
YES	106	2.50%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	2	1.89%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	39	36.79%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	38	35.85%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	27	25.47%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	26	0.61%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	8	30.77%
iv. White	9	34.62%
v. Hispanic/ Latino	9	34.62%
10. Description of Contraband:		
a. Drugs	80	1.89%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	38	47.50%
iv. White	26	32.50%
v. Hispanic/ Latino	16	20.00%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	5	0.12%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	40.00%
iv. White	2	40.00%
v. Hispanic/ Latino	1	20.00%
d. Alcohol	17	0.40%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	5.88%
iii. Black	2	11.76%
iv. White	8	47.06%

Racial Profiling Analysis Report

v. Hispanic/ Latino	6	35.29%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	11	0.26%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	2	18.18%
iii. Black	1	9.09%
iv. White	4	36.36%
v. Hispanic/ Latino	4	36.36%
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	1421	33.51%
i. Alaska/ Native American/ Indian	14	0.99%
ii. Asian/ Pacific Islander	63	4.43%
iii. Black	292	20.55%
iv. White	912	64.18%
v. Hispanic/ Latino	140	9.85%
c. Citation	2815	66.38%
i. Alaska/ Native American/ Indian	30	1.07%
ii. Asian/ Pacific Islander	173	6.15%
iii. Black	589	20.92%
iv. White	1534	54.49%
v. Hispanic/ Latino	489	17.37%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	5	0.12%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	40.00%
iv. White	2	40.00%
v. Hispanic/ Latino	1	20.00%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

12. Arrest Based On:		
a. Violation of Penal Code	3	0.07%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	33.33%
iv. White	2	66.67%
v. Hispanic/ Latino	0	0.00%
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	2	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	50.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:		
a. NO	4240	99.98%
i. Alaska/ Native American/ Indian	44	1.04%
ii. Asian/ Pacific Islander	236	5.57%
iii. Black	883	20.83%
iv. White	2445	57.67%
v. Hispanic/ Latino	630	14.86%
b. YES	1	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received:	0

REPORT DATE COMPILED 02/21/2023

January 16, 2023
AVO 37638.200

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

RE: The Olana – Final Plat
3rd Review – Revision to Previously Approved Plat

Dear Ms. Chaudoir:

Halff Associates received a request from the Town of Hickory Creek to review a revised Final Plat for The Olana at Hickory Creek on December 22, 2022. The plat was previously approved in May 2022. The surveyor and engineer/applicant is Kimley-Horn and Associates, Inc. The owner is KSW Holding Hickory Creek LP.

Halff has reviewed the Final Plat and no additional comments. Please note the Drainage Study and Civil Construction Plans are under review by separate letter and may require minor revisions to the Final Plat.

Final Plat

1. No comments.

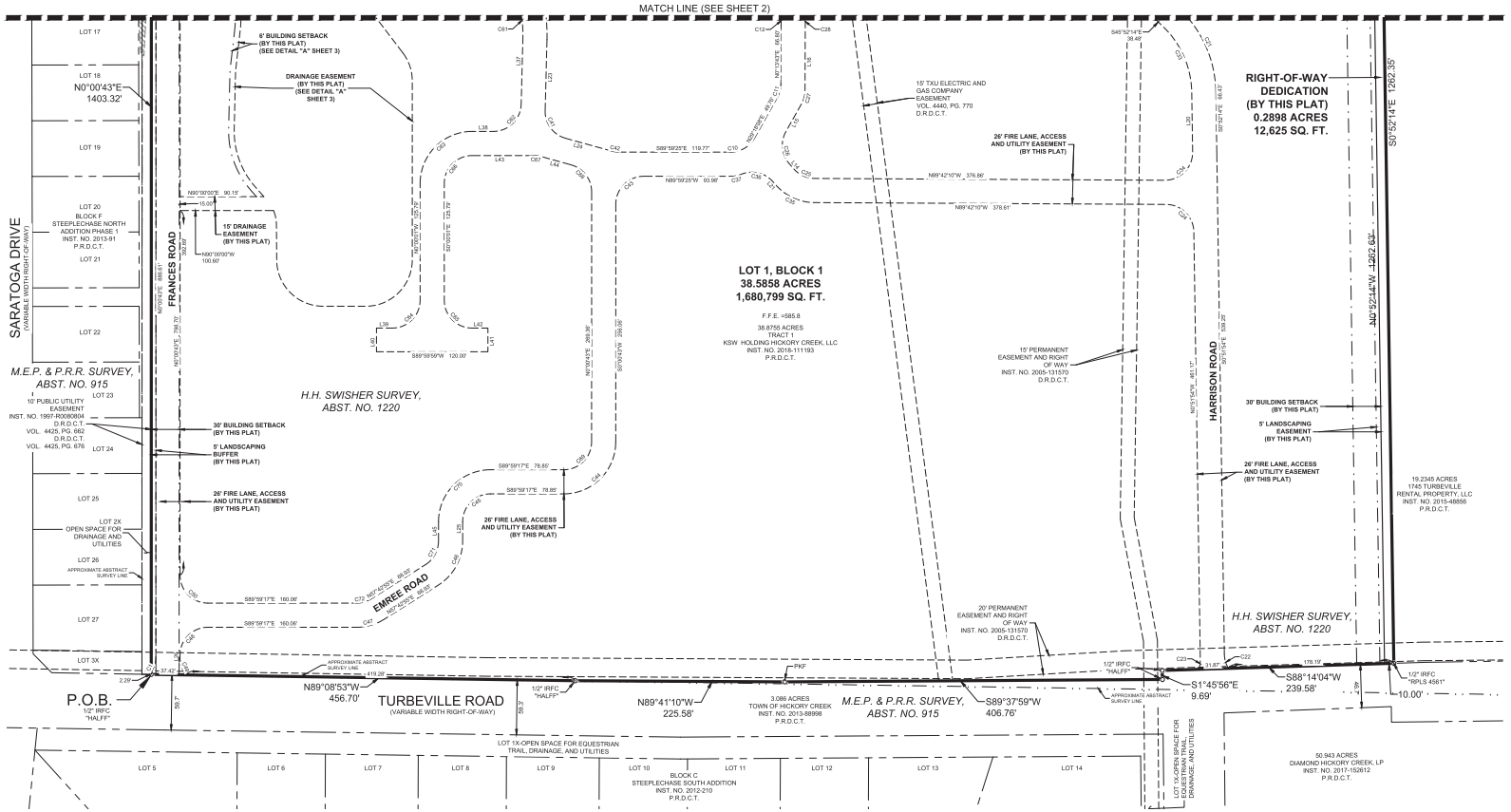
Sincerely,

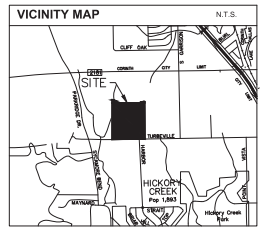
HALFF ASSOCIATES, INC.
TBPELS Engineering Firm No. 312

Lee T. Williams, PE
Town Engineer for the Town of Hickory Creek

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

HALFF ASSOCIATES, INC.
4000 FOSSIL CREEK BOULEVARD
FORT WORTH, TX 76137-2720
TEL (817) 847-1422
FAX (817) 232-9784
WWW.HALFF.COM





LINE TYPE LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- BUILDING LINE
- WATER LINE
- SANITARY SEWER LINE
- STORM SEWER LINE
- UNDERGROUND GAS LINE
- OVERHEAD UTILITY LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND TELEPHONE LINE
- FENCE
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S89°59'17"E	37.59'	L28	S14°08'25"E	14.45'
L2	S14°08'25"E	14.45'	L29	S12°18'48"W	45.04'
L3	S12°18'48"W	21.37'	L30	S00°13'52"E	47.79'
L4	S20°56'25"W	12.15'	L31	N89°46'08"E	3.18'
L5	S00°13'52"E	47.18'	L32	N15°03'17"E	31.03'
L6	S89°46'08"W	5.34'	L33	N14°26'31"E	30.24'
L7	S15°03'17"W	47.47'	L34	N02°40'46"E	42.04'
L8	S14°26'31"W	32.41'	L35	N25°33'25"W	28.88'
L9	S00°26'52"W	25.97'	L36	N11°01'56"W	0.21'
L10	S25°33'25"E	44.62'	L37	N01°29'43"E	70.28'
L11	N00°00'13"W	16.67'	L38	N89°59'59"E	22.83'
L12	N00°52'14"W	17.00'	L39	N89°59'59"E	17.00'
L13	N00°52'14"W	17.00'	L40	N00°00'01"W	25.50'
L14	N41°26'56"W	7.58'	L41	S00°00'01"E	25.50'
L15	N29°18'08"E	34.23'	L42	N89°59'59"E	17.00'
L16	N00°13'43"E	73.55'	L43	S89°59'59"W	66.47'
L17	N04°59'42"E	63.68'	L44	N74°28'15"W	33.48'
L18	N00°00'13"W	16.67'	L45	N00°00'43"E	20.87'
L20	S00°52'14"E	64.30'	L47	N90°00'00"W	7.16'
L21	N41°26'56"W	4.93'	L52	N00°00'00"E	55.24'
L22	S11°01'56"E	0.24'			
L23	S01°29'43"W	76.50'			
L24	N74°28'15"W	51.63'			
L25	N00°00'43"E	20.87'			
L26	N00°00'43"E	2.78'			
L27	S89°59'17"E	37.59'			

CURVE TABLE						CURVE TABLE						CURVE TABLE						CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	33°33'26"	30.00'	17.57'	N16°47'26"E	17.32'	C26	70°45'04"	30.00'	37.05'	N06°04'24"W	34.74'	C53	26°17'34"	30.00'	13.77'	N76°60'30"W	13.65'	C89	32°40'26"	26.00'	14.83'	S73°40'30"W	14.63'
C2	45°00'00"	124.00'	97.39'	S22°30'43"W	94.91'	C27	29°04'25"	30.00'	15.22'	N14°45'56"E	15.06'	C54	49°33'17"	30.00'	25.95'	N38°55'04"W	25.15'	C90	17°06'20"	56.00'	16.72'	S48°47'07"W	16.66'
C3	45°00'00"	124.00'	97.39'	S67°30'43"W	94.91'	C28	4°45'59"	30.00'	2.50'	N02°36'42"E	2.49'	C55	26°27'13"	33.00'	15.24'	N00°54'49"W	15.10'	C91	5°15'45"	94.00'	8.63'	S42°51'50"W	8.63'
C4	26°17'34"	56.00'	25.70'	N76°50'30"W	25.47'	C29	4°59'55"	56.00'	4.89'	N02°29'44"E	4.88'	C56	12°32'40"	56.00'	12.26'	S06°02'28"W	12.24'	C92	17°45'50"	156.00'	48.37'	S36°36'48"W	48.17'
C5	49°33'17"	56.00'	48.43'	N38°55'04"W	46.94'	C30	89°07'59"	148.00'	230.24'	N44°33'46"E	207.71'	C57	21°35'10"	30.00'	11.30'	N04°15'42"E	11.24'	C93	26°09'26"	56.00'	25.57'	S14°39'10"W	25.34'
C6	26°27'13"	59.00'	27.24'	N00°54'49"W	27.00'	C31	91°41'56"	30.00'	48.01'	S45°01'16"E	43.05'	C58	11°45'45"	48.00'	9.85'	S08°33'39"W	9.84'	C94	10°29'53"	206.59'	37.85'	S06°49'23"W	37.79'
C7	8°37'37"	56.00'	8.43'	N16°37'36"E	8.42'	C32	46°41'56"	124.00'	101.07'	S22°31'16"E	98.29'	C59	28°14'11"	56.00'	27.60'	S11°26'19"E	27.32'	C95	21°33'35"	180.07'	67.76'	S02°09'17"W	67.36'
C8	21°10'17"	30.00'	11.09'	S10°21'16"W	11.02'	C33	45°00'00"	100.00'	78.54'	N23°22'14"W	76.54'	C60	14°27'04"	83.00'	20.93'	N18°19'53"W	20.88'	C96	10°28'36"	436.09'	79.73'	S02°49'43"E	79.62'
C9	13°59'40"	30.00'	7.33'	S07°20'42"W	7.31'	C34	91°10'04"	30.00'	47.74'	S44°42'48"W	42.86'	C61	12°27'28"	160.00'	34.79'	N04°44'02"W	34.72'	C97	3°47'19"	94.00'	6.22'	S04°37'02"W	6.21'
C10	60°42'26"	30.00'	31.79'	N59°39'22"E	30.32'	C35	48°15'14"	56.00'	47.16'	N65°34'33"W	45.78'	C62	88°30'17"	30.00'	46.34'	N45°44'51"E	41.87'	C98	5°11'20"	106.00'	9.60'	S03°55'01"W	9.60'
C11	29°04'25"	30.00'	15.22'	N14°45'56"E	15.06'	C36	70°41'55"	30.00'	37.02'	N76°47'53"W	34.71'	C63	89°59'59"	56.00'	87.96'	S45°00'00"W	79.20'	C99	42°33'56"	96.00'	71.32'	S19°57'37"E	69.69'
C12	4°45'59"	56.00'	4.66'	N02°36'42"E	4.66'	C37	22°09'25"	30.00'	11.60'	S78°56'52"W	11.53'	C64	90°00'00"	30.00'	47.12'	N44°59'59"E	42.43'						
C13	4°59'55"	30.00'	2.62'	N02°29'44"E	2.62'	C38	26°00'16"	30.00'	13.62'	S12°33'16"E	13.50'	C65	90°00'00"	30.00'	47.12'	S45°00'01"E	42.43'						
C14	74°29'07"	174.00'	226.20'	N37°14'21"E	210.61'	C39	14°27'38"	109.00'	27.51'	N18°19'36"W	27.44'	C66	89°59'59"	30.00'	47.12'	S45°00'00"W	42.43'						
C15	88°18'04"	30.00'	46.23'	N44°58'44"E	41.79'	C40	12°27'47"	186.00'	40.46'	N04°44'11"W	40.38'	C67	15°31'45"	30.00'	8.13'	N82°14'08"W	8.11'						
C16	91°41'56"	30.00'	48.01'	S45°01'16"E	43.05'	C41	75°57'58"	30.00'	39.78'	S36°29'16"E	36.93'	C68	74°28'58"	30.00'	39.00'	N37°13'46"W	36.31'						
C17	89°59'56"	30.00'	47.12'	N44°07'44"E	42.43'	C42	15°31'10"	30.00'	8.13'	S82°13'50"E	8.10'	C69	90°00'00"	30.00'	47.12'	N45°00'43"E	42.43'						
C18	90°00'00"	30.00'	47.12'	N45°52'14"W	42.43'	C43	89°59'52"	30.00'	47.12'	S45°00'39"W	42.43'	C70	90°00'00"	56.00'	87.96'	S45°00'43"E	79.20'						
C19	88°18'04"	30.00'	46.23'	S44°58'44"W	41.79'	C44	90°00'00"	56.00'	87.96'	N45°00'43"E	79.20'	C71	57°42'12"	30.00'	30.21'	N28°51'49"E	28.95'						
C20	46°41'56"	98.00'	79.87'	S22°31'16"E	77.68'	C45	90°00'00"	30.00'	47.12'	S45°00'43"W	42.43'	C73	11°56'47"	100.00'	20.91'	N06°28'06"E	20.87'						
C21	45°00'00"	126.00'	98.96'	S23°22'14"E	96.44'	C46	57°42'12"	56.00'	56.40'	N28°51'49"E	54.04'	C74	77°30'05"	25.00'	33.82'	N39°13'45"E	31.30'						
C22	30°33'52"	30.00'	16.00'	S16°08'50"E	15.81'	C47	32°17'48"	56.00'	31.57'	N73°51'49"E	31.15'	C75	37°22'55"	50.00'	32.62'	S18°41'28"E	32.05'						
C23	19°20'43"	30.00'	10.13'	N08°48'28"E	10.08'	C49	38°12'13"	30.00'	20.00'	S19°05'23"E	19.63'	C76	90°00'00"	50.00'	78.54'	S45°00'00"W	70.71'						
C24	88°56'16"	30.00'	46.52'	N45°17'02"W	41.99'	C51	45°00'00"	98.00'	76.97'	S22°30'43"W	75.01'	C77	89°36'12"	50.00'	78.19'	N45°11'54"W	70.47'						
C25	46°15'14"	30.00'	25.27'	N65°34'33"W	24.53'	C52	45°00'00"	98.00'	76.97'	S67°30'43"W	75.01'	C78	22°28'33"	40.00'	15.69'	N11°38'04"W	15.59'						

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0393H for Hickory Creek, Denton County, Texas and incorporated areas, dated June 19, 2020 & Map No. 48121C0535G for Hickory Creek, Denton County, Texas and incorporated areas, dated April 18, 2011 & LOMR 14-06-4263P effective October 28, 2015 this property is located within

ZONE X (UNSHADED) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

ZONE X (SHADED) defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood"

ZONE AE defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (Base Flood Elevations determined)"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

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OWNER:
KSW HOLDING HICKORY CREEK LP
1851 TURBEVILLE ROAD
HICKORY CREEK, TEXAS 75065
PHONE: 469-664-0120

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
CONTACT: J. ANDY DOBBS
PHONE: 972-770-1300

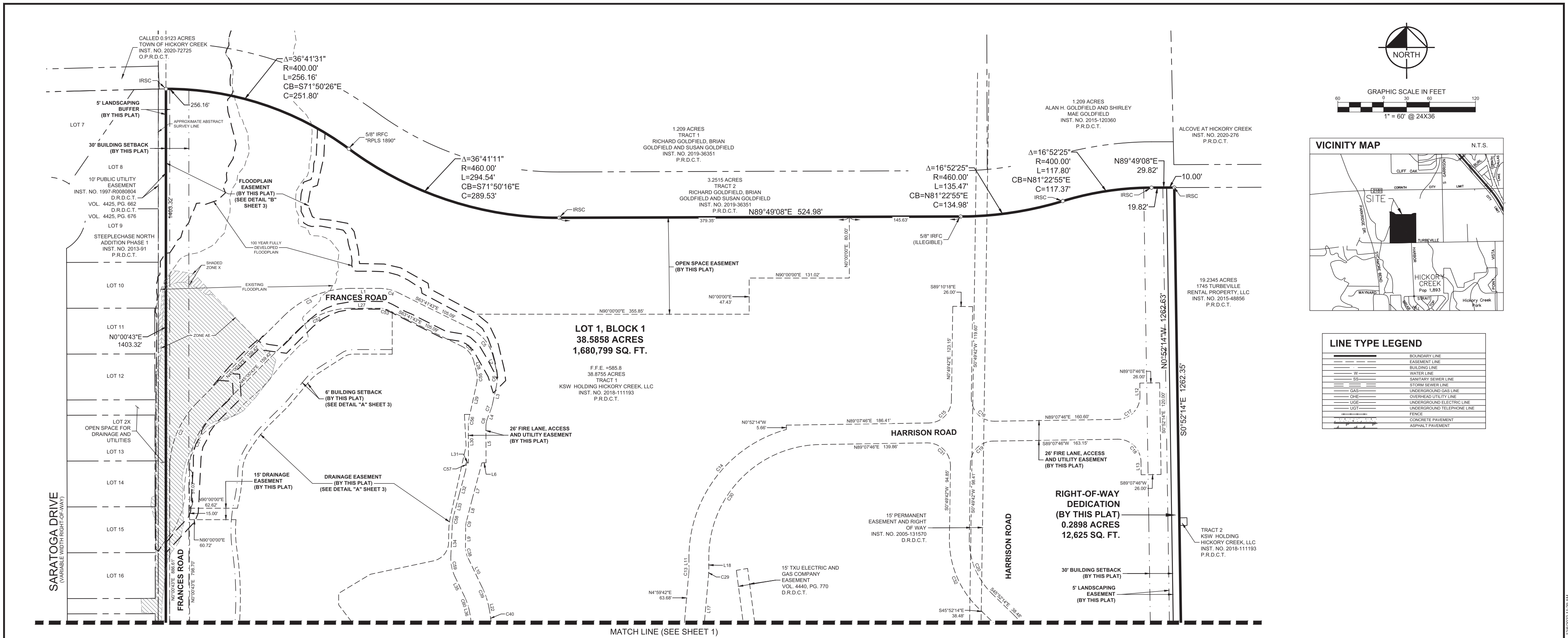
ENGINEER/APPLICANT:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
CONTACT: NEDA HOSSEINY, P.E.
PHONE: 972-731-2197

FINAL PLAT
THE OLANA AT HICKORY CREEK
LOT 1, BLOCK 1
38.5858 ACRES
H.H. SWISHER SURVEY, ABSTRACT NO. 1220
TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240
Tel. No. (972) 770-1300
FIRM # 10115500
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CM	JAD	Dec. 2022	063217800	1 OF 3

DWG NAME: C:\KH_SHARE\HICKORY\063217800-THE OLANA\HICKORY CREEK\DWG\063217800 - OLANA HICKORY CREEK_FP.DWG PLOTTED BY: BOOTH, PENNY 12/6/2022 11:32 AM LAST SAVED: 12/6/2022 11:29 AM



LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°59'17"E	37.59'
L2	S14°08'25"E	14.45'
L3	S12°18'48"W	21.37'
L4	S20°56'25"W	12.15'
L5	S00°13'52"E	47.18'
L6	S89°46'08"W	5.34'
L7	S15°03'17"W	47.47'
L8	S14°26'31"W	32.41'
L9	S00°26'52"W	25.97'
L10	S25°33'25"E	44.62'
L11	N00°00'13"W	16.67'
L12	N00°52'14"W	17.00'
L13	N00°52'14"W	17.00'
L14	N41°26'56"W	7.58'
L15	N29°18'08"E	34.23'
L16	N00°13'43"E	73.55'
L17	N04°59'42"E	63.68'
L18	N00°00'13"W	16.67'
L20	S00°52'14"E	64.30'
L21	N41°26'56"W	4.93'
L22	S11°01'56"E	0.24'
L23	S01°29'43"W	76.50'
L24	N74°28'15"W	51.63'
L25	N00°00'43"E	20.87'
L26	N00°00'43"E	2.78'
L27	S89°59'17"E	37.59'

LINE TABLE		
NO.	BEARING	LENGTH
L28	S14°08'25"E	14.45'
L29	S12°18'48"W	45.04'
L30	S00°13'52"E	47.79'
L31	N89°46'08"E	3.18'
L32	N15°03'17"E	31.03'
L33	N14°26'31"E	30.24'
L34	N02°40'46"E	42.04'
L35	N25°33'25"W	28.88'
L36	N11°01'56"W	0.21'
L37	N01°29'43"E	70.28'
L38	N89°59'59"E	22.83'
L39	N89°59'59"E	17.00'
L40	N00°00'01"W	25.50'
L41	S00°00'01"E	25.50'
L42	N89°59'59"E	17.00'
L43	S89°59'59"W	66.47'
L44	N74°28'15"W	33.48'
L45	N00°00'43"E	20.87'
L47	N90°00'00"W	7.16'
L52	N00°00'00"E	55.24'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	33°33'26"	30.00'	17.57'	N16°47'26"E	17.32'
C2	45°00'00"	124.00'	97.39'	S22°30'43"W	94.91'
C3	45°00'00"	124.00'	97.39'	S67°30'43"W	94.91'
C4	26°17'34"	56.00'	25.70'	N76°50'30"W	25.47'
C5	49°33'17"	56.00'	48.43'	N38°55'04"W	46.94'
C6	26°27'13"	59.00'	27.24'	N00°54'49"W	27.00'
C7	8°37'37"	56.00'	8.43'	N16°37'36"E	8.42'
C8	21°10'17"	30.00'	11.09'	S10°21'16"W	11.02'
C9	13°59'40"	30.00'	7.33'	S07°26'42"W	7.31'
C10	60°42'26"	30.00'	31.79'	N59°39'22"E	30.32'
C11	29°04'25"	30.00'	15.22'	N14°45'56"E	15.06'
C12	4°45'59"	56.00'	4.66'	N02°36'42"E	4.66'
C13	4°59'55"	30.00'	2.62'	N02°29'44"E	2.62'
C14	74°29'07"	174.00'	226.20'	N37°14'21"E	210.61'
C15	88°18'04"	30.00'	46.23'	N44°58'44"E	41.79'
C16	91°41'56"	30.00'	48.01'	S45°01'16"E	43.05'
C17	89°59'56"	30.00'	47.12'	N44°07'44"E	42.43'
C18	90°00'00"	30.00'	47.12'	N45°52'14"W	42.43'
C19	88°18'04"	30.00'	46.23'	S44°58'44"W	41.79'
C20	46°41'56"	98.00'	79.87'	S22°31'16"E	77.68'
C21	45°00'00"	126.00'	98.96'	S23°22'14"E	96.44'
C22	30°33'52"	30.00'	16.00'	S16°08'50"E	15.81'
C23	19°20'43"	30.00'	10.13'	N08°48'28"E	10.08'
C24	88°50'16"	30.00'	46.52'	N45°17'02"W	41.99'
C25	48°15'14"	30.00'	25.27'	N65°34'33"W	24.53'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C26	70°45'04"	30.00'	37.05'	N06°04'24"W	34.74'
C27	29°04'25"	30.00'	15.22'	N14°45'56"E	15.06'
C28	4°45'59"	30.00'	2.50'	N02°36'42"E	2.49'
C29	4°59'55"	56.00'	4.89'	N02°29'44"E	4.88'
C30	89°07'59"	148.00'	230.24'	N44°33'46"E	207.71'
C31	91°41'56"	30.00'	48.01'	S45°01'16"E	43.05'
C32	46°41'56"	124.00'	101.07'	S22°31'16"E	98.29'
C33	45°00'00"	100.00'	78.54'	N23°22'14"W	76.54'
C34	91°10'04"	30.00'	47.74'	S44°42'48"W	42.86'
C35	48°15'14"	56.00'	47.16'	N65°34'33"W	45.78'
C36	70°41'55"	30.00'	37.02'	N76°47'53"W	34.71'
C37	22°09'25"	30.00'	11.60'	S78°55'52"W	11.53'
C38	26°00'16"	30.00'	13.62'	S12°33'16"E	13.50'
C39	14°27'38"	109.00'	27.51'	N18°19'36"W	27.44'
C40	12°27'47"	186.00'	40.46'	N04°44'11"W	40.38'
C41	75°57'58"	30.00'	39.78'	S36°29'16"E	36.93'
C42	15°31'10"	30.00'	8.13'	S82°13'50"E	8.10'
C43	89°59'52"	30.00'	47.12'	S45°00'39"W	42.43'
C44	90°00'00"	56.00'	87.96'	N45°00'43"E	79.20'
C45	90°00'00"	30.00'	47.12'	S45°00'43"W	42.43'
C46	57°42'12"	56.00'	56.40'	N28°51'49"E	54.04'
C47	32°17'48"	56.00'	31.57'	N73°51'49"E	31.15'
C49	38°12'13"	30.00'	20.00'	S19°05'23"E	19.63'
C51	45°00'00"	98.00'	76.97'	S22°30'43"W	75.01'
C52	45°00'00"	98.00'	76.97'	S67°30'43"W	75.01'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C53	26°17'34"	30.00'	13.77'	N76°50'30"W	13.65'
C54	49°33'17"	30.00'	25.95'	N38°55'04"W	25.15'
C55	26°27'13"	33.00'	15.24'	N00°54'49"W	15.10'
C56	12°32'40"	56.00'	12.26'	S06°02'28"W	12.24'
C57	21°35'10"	30.00'	11.30'	N04°15'42"E	11.24'
C58	11°45'45"	48.00'	9.85'	S08°33'39"W	9.84'
C59	28°14'11"	56.00'	27.60'	S11°26'19"E	27.32'
C60	14°27'04"	83.00'	20.93'	N18°19'53"W	20.88'
C61	12°27'28"	160.00'	34.79'	N04°44'02"W	34.72'
C62	88°30'17"	30.00'	46.34'	N45°44'51"E	41.87'
C63	89°59'59"	56.00'	87.96'	S45°00'00"W	79.20'
C64	90°00'00"	30.00'	47.12'	N44°59'59"E	42.43'
C65	90°00'00"	30.00'	47.12'	S45°00'01"E	42.43'
C66	89°59'59"	30.00'	47.12'	S45°00'00"W	42.43'
C67	15°31'45"	30.00'	8.13'	N82°14'08"W	8.11'
C68	74°28'58"	30.00'	39.00'	N37°13'46"W	36.31'
C69	90°00'00"	30.00'	47.12'	N45°00'43"E	42.43'
C70	90°00'00"	56.00'	87.96'	S45°00'43"W	79.20'
C71	57°42'12"	30.00'	30.21'	N28°51'49"E	28.95'
C73	11°58'47"	100.00'	20.91'	N06°28'06"E	20.87'
C74	77°30'05"	25.00'	33.82'	N39°13'45"E	31.30'
C75	37°22'55"	50.00'	32.62'	S18°41'28"E	32.05'
C76	90°00'00"	50.00'	78.54'	S45°00'00"W	70.71'
C77	89°36'12"	50.00'	78.19'	N45°11'54"W	70.47'
C78	22°28'33"	40.00'	15.69'	N11°38'04"W	15.59'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C89	32°40'26"	26.00'	14.83'	S73°40'30"W	14.63'
C90	17°06'20"	56.00'	16.72'	S48°47'07"W	16.66'
C91	5°15'45"	94.00'	8.63'	S42°51'50"W	8.63'
C92	17°45'50"	156.00'	48.37'	S36°36'48"W	48.17'
C93	26°09'26"	56.00'	25.57'	S14°39'10"W	25.34'
C94	10°29'53"	206.55'	37.85'	S06°49'23"W	37.79'
C95	21°33'35"	180.07'	67.76'	S02°09'17"W	67.36'
C96	10°28'36"	436.05'	79.73'	S02°49'43"E	79.62'
C97	3°47'19"	94.00'	6.22'	S04°37'02"W	6.21'
C98	5°11'20"	106.00'	9.60'	S03°55'01"W	9.60'
C99	42°33'56"	96.00'	71.32'	S19°57'37"E	69.69'

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0393H for Hickory Creek, Denton County, Texas and incorporated areas, dated June 19, 2020 & Map No. 48121C0535G for Hickory Creek, Denton County, Texas and incorporated areas, dated April 18, 2011 & LOMR 14-06-4263P effective October 28, 2015 this property is located within

ZONE X (UNSHADED) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

ZONE X (SHADED) defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood"

ZONE AE defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (Base Flood Elevations determined)"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

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Kimley-Horn and Associates, Inc.
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OWNER:
KSW HOLDING HICKORY CREEK LP
1851 TURBEVILLE ROAD
HICKORY CREEK, TEXAS 75065
PHONE: 469-664-0120

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
CONTACT: J. ANDY DOBBS
PHONE: 972-770-1300

ENGINEER/APPLICANT:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
CONTACT: NEDA HOSSEINY, P.E.
PHONE: 972-731-2197

FINAL PLAT
THE OLANA AT HICKORY CREEK
LOT 1, BLOCK 1
38.5858 ACRES
H.H. SWISHER SURVEY, ABSTRACT NO. 1220
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CM	JAD	Dec. 2022	063217800	2 OF 3

PROPERTY DESCRIPTION:

WHEREAS, KSW HOLDING HICKORY CREEK, LP. is the owner of a tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas; and being all of a called 38.8755 acre tract of land described as Tract 1 in General Warranty Deed with Vendor's Lien to KSW Holding Hickory Creek, LP recorded in Instrument No. 2018-111193 of the Public Records of Denton County, Texas; and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with "HALFF" cap found in the north right-of-way line of Turbeville Road (variable width right-of-way), being the southeast corner of Lot 2X, Block F of Steeplechase North Addition, Phase 1 an addition to Denton County, Texas according to the plat recorded in Document No. 2013-91 of the Official Records of Denton County, Texas and the southwest corner of said Tract 1;

THENCE with the east line of said Lot 2X, Block F, North 00°00'43" East, a distance of 1,403.32 feet to a 5/8" iron rod with red "KHA" cap set in the south line of a called 32.515 acre tract of land described as Tract 2 in Executor's Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield recorded in Instrument No. 2019-36351 of said Public Records and being the northeast corner of said Lot 2X, Block F and the beginning of a non-tangent curve to the right, having a central angle of 36°41'31", a radius of 400.00 feet, a chord bearing and distance of South 71°50'26" East, a distance of 251.80 feet;

THENCE with the said south line of the Goldfield tract, the following courses and distances:

In a southeasterly direction, with said non-tangent curve to the right, an arc distance of 256.16 feet to a 5/8" iron rod with "RPLS 1890" cap found for the beginning of a reverse curve to the left, having a central angle of 36°41'11", a radius of 460.00 feet, a chord bearing and distance of South 71°50'16" East, a distance of 289.53 feet;

In a southeasterly direction, with said reverse curve to the right, an arc distance of 294.54 feet to a 5/8" iron rod with red "KHA" cap set for corner;

North 89°49'08" East, a distance of 524.98 feet to a 5/8" iron rod with cap (illegible) found for the beginning of a curve to the left, having a central angle of 16°52'25", a radius of 460.00 feet, a chord bearing and distance of North 81°22'55" East, a distance of 134.98 feet;

In a easterly direction, with said curve to the left, an arc distance of 135.47 feet to a 5/8" iron rod with red "KHA" cap set for the beginning of a reverse curve to the right, having a central angle of 16°52'25", a radius of 400.00 feet, a chord bearing and distance of North 81°22'55" East, a distance of 117.37 feet;

In a easterly direction, with said reverse curve to the right, an arc distance of 117.80 feet to a 5/8" iron rod with red "KHA" cap set;

North 89°49'08" East, a distance of 29.82 feet to a 5/8" iron rod with red "KHA" cap set for the northeast corner of said Tract 1 and the northwest corner of a called 19.2345 acre tract of land described in Special Warranty Deed with Vendor's Lien to 1745 Turbeville Rental Property, LLC recorded in Instrument No. 2015-48856 of said Public Records;

THENCE with the east line of said Tract 1 and west line of said called 19.2345 acre tract, South 00°52'14" East, a distance of 1262.63 feet to a 1/2" iron rod with "RPLS 4561" cap found in the said north right-of-way line of Turberville Road;

THENCE with the said north right-of-way line of Turberville Road, the following courses and distances:

South 88°14'04" West, a distance of 249.58 feet to a 1/2" iron rod with "HALFF" cap found for corner;

South 01°45'56" East, a distance of 9.69 feet to a 1/2" iron rod with "RPLS 4561" cap found for corner;

South 89°37'59" West, a distance of 406.76 feet to a PK nail found for corner;

North 89°41'10" West, a distance of 225.58 feet to a 1/2" iron rod with "HALFF" cap found for corner;

North 89°08'53" West, a distance of 456.70 feet to the **POINT OF BEGINNING** and containing 38.8756 acres or 1,693,424 square feet.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **KSW HOLDING HICKORY CREEK, LP.**, acting by and through their duly authorized agents, do hereby adopt this plat, designating the herein described property as **THE OLANA AT HICKORY CREEK**, an addition to the Town of Hickory Creek, Denton County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and floodway management areas shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility).

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Hickory Creek.

WITNESS, my hand at _____, Texas, this the ___ day of _____, 2022.

KSW HOLDING HICKORY CREEK, LP.

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, 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 therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

THAT I, J. Andy Dobbs, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the Town of Hickory Creek, Texas.

Dated this the _____ day of _____, 20____.

_____
J. Andy Dobbs
Registered Professional Land Surveyor No. 6196
Kimley-Horn and Associates, Inc.
13455 Noel Road,
Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
(972) 770-1300
andy.dobbs@kimley-horn.com

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

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared J. Andy Dobbs, 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 therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

RECOMMENDED FOR APPROVAL

_____ _____
Chairman, Planning and Zoning Commission — Date
Town of Hickory Creek, Texas

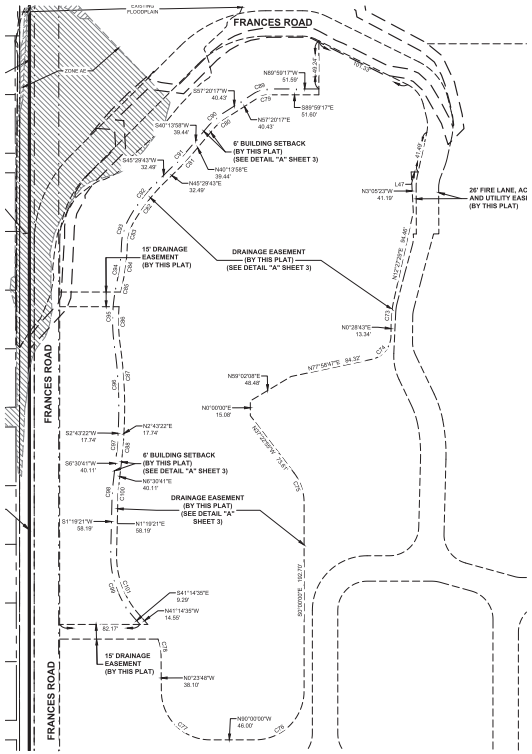
APPROVED FOR PREPARATION OF FINAL PLAT

_____ _____
Mayor, Town of Hickory Creek, Texas — Date

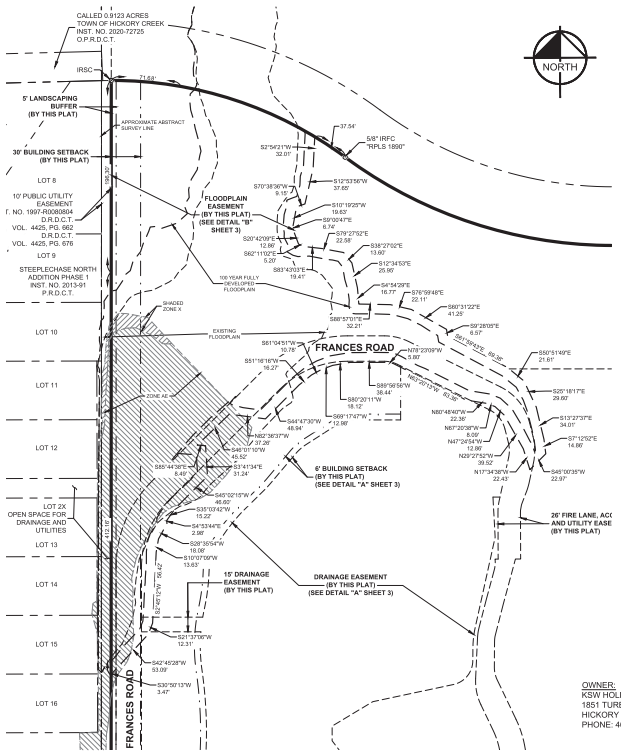
The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the The Olana at Hickory Creek subdivision or addition to the Town of Hickory Creek was submitted to the town council on the _____ of _____, 2022, and the council, by formal action, 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.

_____ _____
Town Secretary — Date
Town of Hickory Creek, Texas

DETAIL "A" SCALE: 1"=60'



DETAIL "B" SCALE: 1"=60'



FINAL PLAT
THE OLANA AT HICKORY CREEK
LOT 1, BLOCK 1
38.5858 ACRES
H.H. SWISHER SURVEY, ABSTRACT NO. 1220
TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS

OWNER:
KSW HOLDING HICKORY CREEK LP
1851 TURBEVILLE ROAD
HICKORY CREEK, TEXAS 75065
PHONE: 469-664-0120

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
CONTACT: J. ANDY DOBBS
PHONE: 972-770-1300

ENGINEER/APPLICANT:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
CONTACT: NEDA HOSSEINY, P.E.
PHONE: 972-731-2197

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 — Tel. No. (972) 770-1300 — FIRM # 10115500 — Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	CM	JAD	Dec. 2022	063217800	3 OF 3

DWG NAME: K:\DAL_SURVEY\063217800-THE OLANA\HICKORY CREEK\DWG\063217800 - OLANA HICKORY CREEK_FP.DWG PLOTTED BY: BOOTH, PENNY 12/8/2022 11:39 AM LAST SAVED: 12/8/2022 11:39 AM

January 16, 2023
AVO 37638.200

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

RE: The Olana – Revised Site Plan
3rd Review

Dear Ms. Chaudoir:

Halff Associates received a request from the Town of Hickory Creek to review a revised Site Plan for The Olana at Hickory Creek on November 21, 2022. This is a revision to the Site Plan approved by Planning & Zoning in May 2022. The surveyor and engineer/applicant is Kimley-Horn and Associates, Inc. The owner is KSW Holding Hickory Creek LP.

2nd Review Submittal Received: December 6, 2022
3rd Review Submittal Received: December 22, 2022

Halff has reviewed the revised Site Plan and offers the following comments. Please note the Drainage Study is under ongoing review by separate letter.

Refer to the markup for all comments.

Key Changes from Approved Site and Landscape Plan

- Addition of 15 parking spaces in the boutique and bakery area.
- Showing a 10-foot-tall screen wall on the eastern boundary adjacent to the dedication for the future hike and bike trail.
- Changes to the layout of the fire lane, parking, and dumpster in the boutique and bakery area.
- Minor changes to the layout of the fire lane, parking, pond, and villas near the hotel.
- Additional trees being removed.

Comments on the Site Plan

1. Please indicate the radii in all corners and curves along the fire lane.
   2nd Review: Addressed.
2. Please update the Site Data Table to make the total number of spaces easier to follow (see markup). Also update the notes to reflect the changes in the number of spaces provided.
   2nd Review: Upon further review of the parking required and provided, there are some issues with the number and placement of ADA spaces that should be addressed. There are three distinct parking areas with ADA spaces and accessible routes for those spaces. Therefore, the parking plan should provide the required ADA spaces for each area, rather than sum up the entire site and provide spaces for the sum. For example, if the two provided ADA spaces near the tennis court are intended to cover the bakery and boutique, there should be an accessible route to those buildings' accessible entrances. The hotel area's 116 provided spaces would require 5 ADA spaces. It's not reasonable to expect the ADA spaces provided for the venue to serve as ADA spaces for the hotel. Please revise

HALFF ASSOCIATES, INC.
4000 FOSSIL CREEK BOULEVARD
FORT WORTH, TX 76137-2720
TEL (817) 847-1422
FAX (817) 232-9784
WWW.HALFF.COM

the plan to provide ADA spaces for each parking area, with accessible routes, according to state and federal requirements for accessibility. Additionally, please update the site data table to clearly show each parking area's required parking spaces, provided parking spaces, and how many of those are ADA. Refer to the markup for more information.
3rd Review: Addressed.

3. Please add dimensions for the bakery barn and boutique buildings, delete errant label, and adjust labels near the pond to reflect adjustments to linework (see markup).
2nd Review: Addressed.

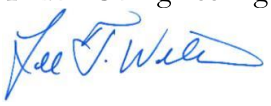
Comments on the Landscape Plan

1. The Landscape Plan is missing Sheet LP 1.06, and Sheet LP 1.00 is duplicated.
3rd Review: Addressed.
2. The Site Plan refers to the Landscape Plan for details on the 10-foot-tall screen wall to be constructed along the eastern boundary. However, the screen wall is not shown in the Landscape Plan.
3rd Review: Addressed.
3. The Tree Preservation Schedule has more trees being removed than in the previously approved plan. Additionally, many trees listed as exempt from mitigation would actually be considered protected and required to be mitigated. Although hackberry and callery pear trees are not a protected species, any tree greater than 12 inches in diameter is considered protected. Section 10.02.003(b) defines protected trees as such: "Protected tree(s) means any tree found listed in section 10.02.006(d)(1) that has a DBH of six inches or greater and any tree of any species of having a DBH greater than 12 inches." My calculation with these changes results in total mitigation inches of 5,926.50, which is 898.35 more inches than in the previously approved plan. 460.95 inches of that total 898.35-inch increase are from trees mislabeled as exempt.
3rd Review: Addressed.
4. The Existing Tree Credits sheet has some errors that need to be addressed. The result of the corrections does not bring the plan out of compliance with Section 10.02.004(a) regarding the number of trees per acre, but the tables should be corrected. Refer to the markup.
    a. The trees highlighted in red are located outside the boundary of this site and cannot be used for credits toward tree preservation. They represent 206 credits that should not be listed.
    b. Per Town ordinance [Sec. 10.02.004(d)], "Preservation of existing trees may be used to receive credit toward meeting the tree standard of ten trees per acre, if the trees are healthy and without substantial damage or defect." Several of the trees listed for tree credits are described as "declining." If a "declining" condition is justification to consider a tree exempt from mitigation, it should also exempt it from being used for tree credits. This represents 23 tree credits (not including the trees highlighted in red).
    c. The requirement is to maintain at least 10 trees per acre, which would equate to 389 trees. Removing the 206 credits for trees outside the boundary and 23 credits for declining trees leaves 407 credits. The tables should be updated and checked for accuracy.

    3rd Review: Addressed.
5. Please update Sheet LP 2.02 to reflect changes to the mitigation tables, and rename the sheet to "Required Tree Mitigation" or something similar. This sheet is listing the required mitigation for the trees proposed to be removed.
3rd Review: Addressed.

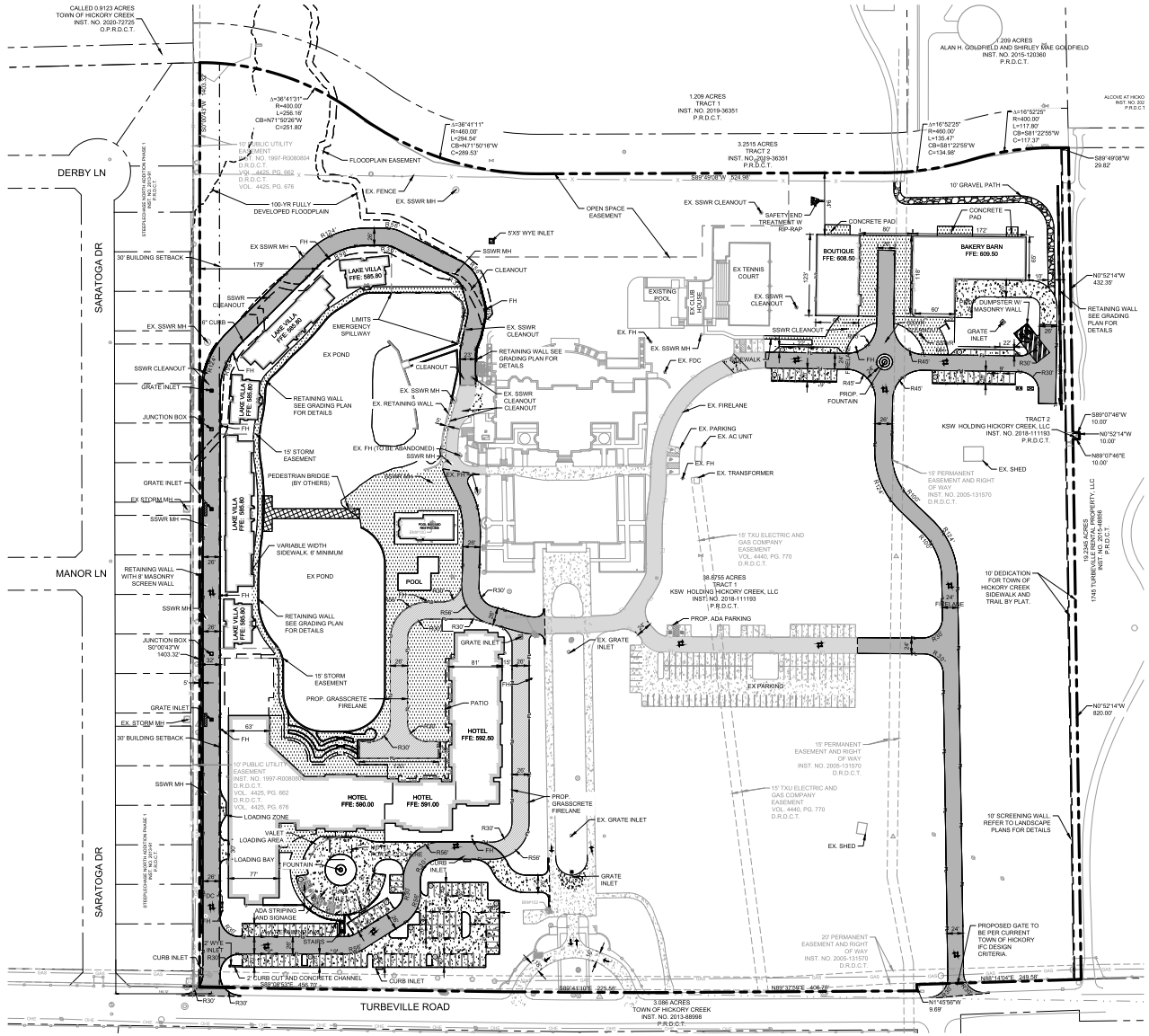
Sincerely,

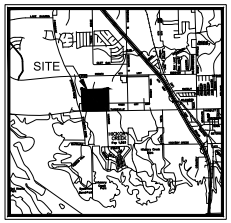
HALFF ASSOCIATES, INC.
TBPELS Engineering Firm No. 312



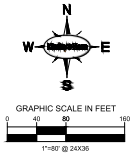
Lee T. Williams, PE
Town Engineer for the Town of Hickory Creek

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





VICINITY MAP



SITE DATA TABLE

NOTES:

ACREAGE:	38.88 ACRES
ZONING:	PD
USE:	MIXED
PARKING:	
TOTAL REQUIRED:	442
REQUIRED ADA:	6
VENUE (15P/3 GUESTS): 300 GUESTS	100
HOTEL/VILLAS (1 SP/ ROOM) : 110 SUITES	110
BOUTIQUE RETAIL (1SP/200 SF) 10,922 SF	54
BOUTIQUE OFFICE (1SP/200 SF): 4,414 SF	22
BAKERY RETAIL (1SP/200 SF): 16,289 SF	82
BAKERY OFFICE (1SP/200 SF): 12,831	64
BAKERY STORAGE (1SP/1000 SF): 10,012	10
TOTAL PROVIDED:	273 (1)
HOTEL:	108
VENUE:	(11,(2)
BOUTIQUE:	15
BAKERY:	18
ADA:	5
EXISTING (INCLUDING ADA):	127
EXISTING ADA:	7
BUILDINGS:	
BAKERY BARN FOOTPRINT:	15,000 SF
BAKERY BARN HEIGHT:	33'-0" (2 - STORY)
BOUTIQUE FOOTPRINT:	8,000 SF
BOUTIQUE HEIGHT:	33'-0" (2-STORY)
HOTEL FOOTPRINT:	64,645 SF
HOTEL HEIGHT:	42'-0"
LAKE VILLAS FOOTPRINT:	2,900 (EACH)
LAKE VILLAS HEIGHT: 6 TOTAL	30'-0" (EACH) (1-STORY)
EXISTING IMPERVIOUS AREA:	170,559 SF
PROP. IMPERVIOUS AREA:	347,541 SF

NOTES:
(1) PER THE APPROVED PD, EXISTING PARKING TO BE USED FOR VENUE, BAKERY, OFFICE, AND BOUTIQUE. AN ADDITIONAL 33 PARKING SPACES PROVIDED FOR BAKERY AND BOUTIQUE.
(2) ADDITIONAL 113 PROPOSED PARKING STALLS LOCATED S/W SIDE OF PROPERTY FOR HOTEL.

PARKING TABLE

Building	Standard	ADA	Total
Hotel	108	5	113
Venue	118	5	123
Bakery & Boutique	35	2	37
Total	261	12	273

LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- PROPOSED FIRE LANE SEE DETAILS SHEET FOR MARKING.
- EXISTING FIRELANE
- PROPOSED GRASSCRETE FIRELANE
- PROPOSED LIGHT DUTY PAVEMENT
- EXISTING LIGHT DUTY PAVEMENT
- HEAVY DUTY PAVEMENT (DUMPSTER)
- PROPOSED PEDESTRIAN SIDEWALK AND HARDSCAPE PER LANDSCAPE DETAIL
- GRAVEL PATH
- PEDESTRIAN BRIDGE (BY OTHERS)
- PROPOSED FIRE HYDRANT (FH)
- PROPOSED FIRE DEPARTMENT CONNECTION
- BARRIER FREE RAMP (BFR)
- PROPOSED TRANSFORMER LOCATION
- NUMBER OF PARKING SPACES PER ROW
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING GAS MANHOLE
- EXISTING US GAS MARKER
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING UG TELEPHONE MARKER
- EXISTING ELECTRIC MANHOLE
- EXISTING ELECTRIC METER
- EXISTING SIGN
- EXISTING TREE

SITE NOTES

1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING FOOT PRINT DIMENSIONS.
2. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND FINAL GEOTECH REPORT FOR BUILDING SUB GRADE PREPARATION REQUIREMENTS.
3. COORDINATE INFORMATION FOR RETAINING WALLS ARE LOCATED AT THE FACE OF THE EXPOSED WALL AT GROUND SURFACE ELEVATIONS.
4. ALL DIMENSIONS ARE FROM THE FACE OF CURB , FACE OF BUILDING, OR PROPERTY LINE UNLESS NOTED OTHERWISE.
5. ALL CURB RADII ARE 2' UNLESS NOTED OTHERWISE.
6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR CARPORT AND DUMPSTER ENCLOSURE CONSTRUCTION SPECIFICATIONS.
7. CONTRACTOR SHALL REFER TO M.E.P. AND LANDSCAPE PLANS FOR CONDUIT PLACEMENT PRIOR TO PAVING.
8. RETAINING WALL MATERIAL AND TYPE SHALL BE APPROVED BY THE OWNER.

SITE PLAN
OLANA HICKORY CREEK
LOT 1, BLOCK 1

TOTAL ACREAGE: 38.88 ACRES
CITY OF HICKORY CREEK, TEXAS
DENTON COUNTY
CITY PROJECT NO. XXX
SUBMITTED DECEMBER 16, 2022

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

OWNER:
KSW HOLDING HICKORY CREEK, LP
2602 LILLIAN MILLER PKWY
DENTON, TX 76210
CONTACT: KEITH WALTERS
PH: 940-390-9051

ARCHITECT:
DUNCAN & MILLER DESIGN
1203 DRAGON STREET
DALLAS, TX 75207
CONTACT: TYLER DUNCAN
PH: 214-748-5944

DATE PREPARED: 12/06/2022

NO.	REVISIONS	DATE

Kimley»Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
(972) 770-1300
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
Kimley»Horn
Engineer: NEDA M. HOSSEINY
P.E. No. 126707
Date: 12/16/2022

SCALE: AS SHOWN
DESIGNED BY: NMH
DRAWN BY: PRS
CHECKED BY: NMH

SITE PLAN

THE OLANA AT HICKORY CREEK
1851 TURBEVILLE RD. HICKORY CREEK, TX

DATE 12/16/2022
PROJECT NO. 063217800
SHEET NUMBER C-100

Plotted By:Schwartz, Peyton Date:December 16, 2022 03:19:54pm File Path:K:\Vri_civil\063217800-olana hickory creek\CAD\Phase II\plansheets\C-Site – Phase II.dwg
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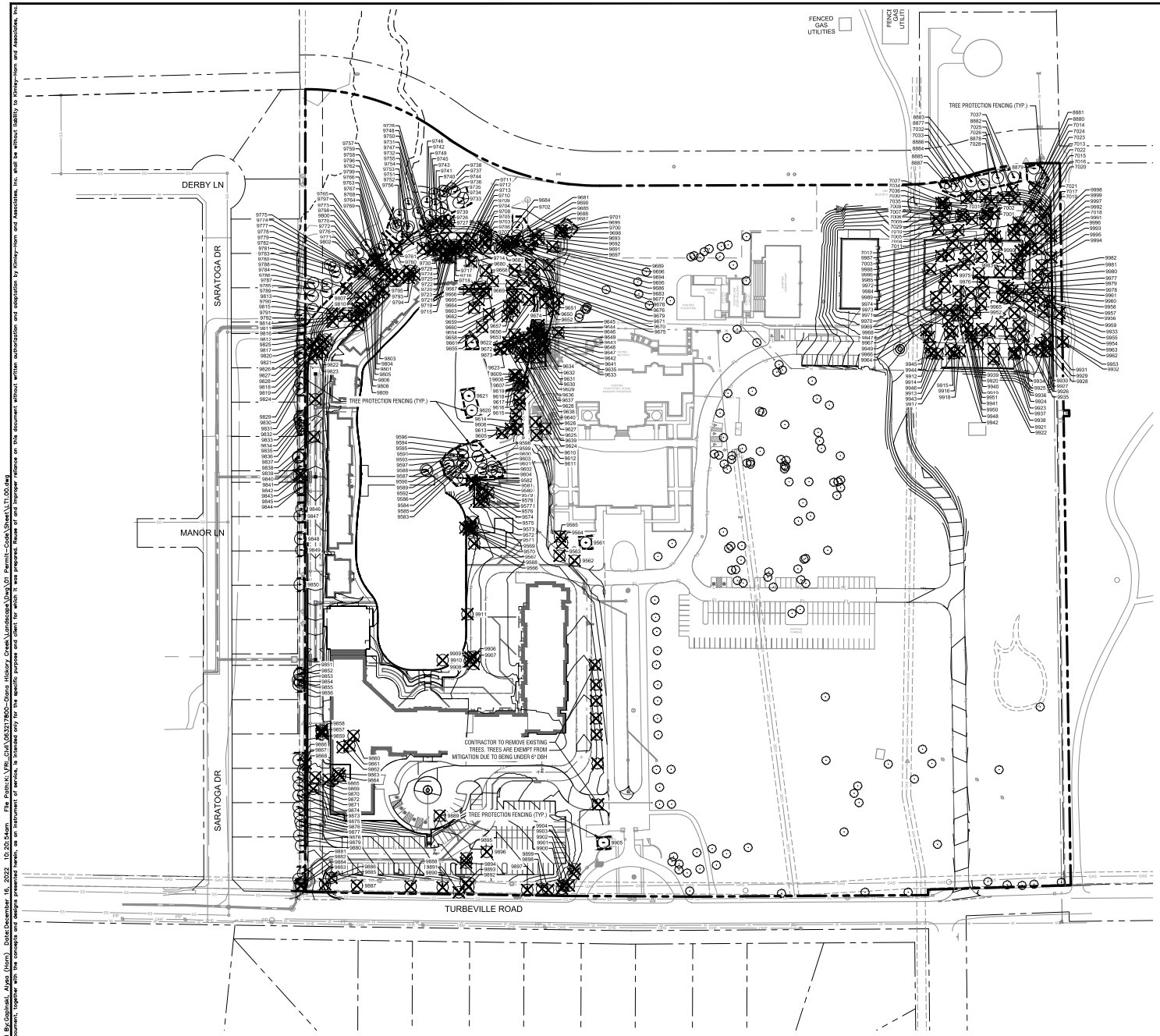


LEGEND

- TREES TO REMAIN
- TREES TO BE REMOVED
- EXISTING PHASE 1 TREE TO REMAIN
- UNPROTECTED PHASE 1 TREE TO BE REMOVED
- TREE PROTECTION FENCE

TREE PRESERVATION AND REMOVAL NOTES

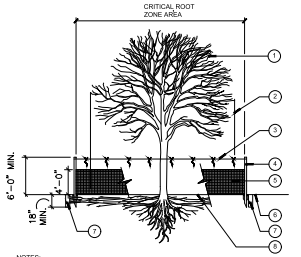
1. CONTRACTOR SHALL COORDINATE WITH ISA CERTIFIED ARBORIST AND PROPERTY OWNERS TO VERIFY OBJECTIVES PRIOR TO COMMENCING ANY PRUNING OR TREE REMOVAL ACTIVITIES.

2. ALL CREW MEMBERS SHOULD BE WEARING THE APPROPRIATE SAFETY GEAR; HARD HATS, EYE PROTECTION, APPROVED BOOTS, HEARING PROTECTION, CHAIN SAW CHAPS FOR GROUNDWORK.

3. ANY TREES REMOVED, AND ALL TREE MATERIALS REMOVED SHALL BE REMOVED FROM THE PROPERTY AT THE CONTRACTOR'S EXPENSE.

4. ALL TRASH AND DEBRIS FROM ANY CONSTRUCTION RELATED ACTIVITIES SHALL BE REMOVED FROM THE SITE AT THE CONTRACTORS EXPENSE, FOLLOWING COMPLETION OF THE PROJECT.

5. ANY DAMAGE TO THE EXISTING LANDSCAPE, PAVEMENT, BUILDING, OR ANY OTHER SITE FEATURES SHALL BE REPLACED BY THE CONTRACTOR AND/OR RESTORED TO PRE-CONSTRUCTION CONDITION.



NOTES:
1. PERFORM ROOT PRUNING ON ALL EXISTING TREES TO REMAIN WHERE CONSTRUCTION ACTIVITY FALLS WITHIN DRIP LINE OF EXISTING TREES.
2. ROOT PRUNING METHOD: 2 MONTHS MIN. PRIOR TO EXCAVATION & CONSTRUCTION ACTIVITIES, HAND CUT ROOTS BY DIGGING A 18"-24" DEEP x 8" WIDE TRENCH ALONG THE OUTSIDE PERIMETER OF EXISTING TREE(S) ADJACENT TO CONSTRUCTION AREAS. MAXIMIZE PRUNING TRENCH DISTANCE FROM TRUNK TO THE FULLEST EXTENT POSSIBLE, W/ THE ROOT PRUNING LINE PLACED @ THE EDGE OF CONSTRUCTION LIMITS.

TREE PROTECTION DETAIL

N.T.S.

1. EXISTING TREE(S) TO REMAIN.
2. DRIPLINE OF EXISTING TREE (TYP)
3. CONTINUOUS NYLON TIE STRING TIED TO STAKE TOPS W/ 2' TUNDRA WEIGHT ORANGE STREAMERS @ 3' O.C.
4. 8' METAL T-STAKES: 8' O.C. MIN., DRIVEN 2' INTO GROUND AT (OR OUTSIDE) TREE DRIPLINE
5. 4' MIN. HEIGHT ORANGE PLASTIC FENCING INSTALLED PER MANF. RECOMMENDATIONS (TYP). SUPPLEMENT W/ SILT FENCE FABRIC @ PRUNING TRENCH AS REQ'D.
6. EXISTING GRADE TO BE DISTURBED.
7. ROOT PRUNING TRENCH 12" OUTSIDE FENCE - SEE NOTES.
8. EXISTING GRADE TO REMAIN.

I, KENZIE PORTER, BEING A LANDSCAPE ARCHITECT ATTEST THAT THE IDENTIFICATION AND SIZE OF TREES IDENTIFIED ON THIS SURVEY ARE CORRECT AND THAT ALL PROTECTED TREES HAVE BEEN SHOWN.

SIGNATURE:

DATE: 12/16/2022

NORTH

GRAPHIC SCALE IN FEET
0 40 80 160

NO.	REVISIONS	DATE

Kimley»Horn
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13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700
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PHONE: 972 770 1300
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TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
KENZIE L. PORTER
P.L.A. No. 3128 Date 12/16/2022

SCALE: AS SHOWN
DESIGNED BY: ALG
DRAWN BY: ALG
CHECKED BY: KLP

TREE PRESERVATION PLAN

THE OLANA MANSION

DENTON COUNTY, TEXAS

DATE: NOVEMBER 2022

PROJECT NO. 063217800

SHEET NUMBER: LT 1.01

Plotted By:Gopbaki, Arjun (Horn) Date:December 16, 2022 - 10:20:54am File Path:K:\FBL_Civil\063217800--Olano Hickory Creek\Landscape\Dwg\01 Permit--Code\Sheet\LT1.00.dwg
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TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES
7001	13.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.7
7002	14.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.15
7003	6.0	Blackjack Oak	*Quercus marilandica*	Declining	Single	Remove	Exempt
7004	13.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.85
7005	20.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	30.75
7006	8.2	Blackjack Oak	*Quercus marilandica*	Healthy	Multi	Remove	12.3
7007	15.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	23.4
7008	14.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.9
7009	14.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.3
7010	18.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	27
7011	20.4	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	30.6
7012	11.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	17.4
7013	14.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21
7014	8.4	Post Oak	*Quercus stellata*	Declining	Single	Remove	Exempt
7015	10.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.15
7016	15.9	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	23.85
7017	17.3	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	25.95
7018	7.8	Winged Elm	*Ulmus alata*	Healthy	Single	Remove	11.7
7019	6.2	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9.3
7020	12.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18
7021	14.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.35
7022	17.9	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	26.85
7023	19.7	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	29.55
7024	12.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.05
7025	9.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	13.65
7026	12.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.2
7027	12.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.05
7028	12.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.6
7029	13.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.95
7030	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
7031	12.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.45
7032	12.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.6
7033	12.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.2
7034	11.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.55
7035	20.3	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	30.45
7036	14.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.15
7037	8.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remain	0
8877	14.8	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
8878	18.3	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
8879	6.2	Black Hickory	*Carya texana*	Declining	Single	Remain	0
8880	13.8	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
8881	10.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	15.9
8882	8.4	Black Hickory	*Carya texana*	Healthy	Single	Remove	12.6
8883	14.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
8884	15.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
8885	15.3	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
8886	7.2	Eastern Redcedar	*Juniperus virginiana*	Declining	Forked	Remain	0
8887	17.9	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9561	21.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9562	25.5	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	38.25
9563	15.9	Callery Pear	*Pyrus calleryana*	Healthy	Forked	Remove	23.85
9564	14.3	Callery Pear	*Pyrus calleryana*	Healthy	Forked	Remove	21.45
9565	17.4	Callery Pear	*Pyrus calleryana*	Healthy	Forked	Remove	26.1
9566	25.8	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	38.7
9567	7.8	Eastern Redcedar	*Juniperus virginiana*	Healthy	Forked	Remove	11.7
9568	7.6	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	11.4
9569	15.5	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	23.25
9570	26.5	Slippery Elm	*Ulmus rubra*	Healthy	Multi	Remove	39.75
9571	6.0	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	9
9572	12.1	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	18.15
9573	13.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.95
9574	9.7	Black Hickory	*Carya texana*	Declining	Single	Remove	Exempt
9575	8.0	Black Hickory	*Carya texana*	Declining	Single	Remove	Exempt
9576	9.2	Black Hickory	*Carya texana*	Healthy	Single	Remove	13.8
9577	7.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	10.65
9578	10.1	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	15.15
9579	9.9	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	14.85
9580	7.1	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	10.65
9581	15.7	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remain	0
9582	19.8	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9583	22.2	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9584	21.8	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9585	8.2	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	0
9586	7.3	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	0
9587	10.8	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9588	6.5	Gum Bumelia	*Sideroxylon lanuginosum*	Healthy	Single	Remain	0
9589	6.4	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9590	10.5	Black Hickory	*Carya texana*	Healthy	Single	Remain	0
9591	7.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9592	6.0	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9593	10.5	Hackberry	*Celtis laevigata*	Hazard	Single	Remain	0
9594	9.1	Eastern Redcedar	*Juniperus virginiana*	Healthy	Forked	Remain	0
9595	9.0	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	0
9596	8.4	Black Hickory	*Carya texana*	Healthy	Single	Remain	0
9597	7.7	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	0
9598	11.2	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9599	6.8	Black Hickory	*Carya texana*	Healthy	Single	Remain	0
9600	6.7	Black Hickory	*Carya texana*	Healthy	Single	Remain	0
9601	11.8	Blackjack Oak	*Quercus marilandica*	Healthy	Multi	Remain	0
9602	11.6	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9603	8.4	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9604	18.5	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remain	0
9605	32.5	Black Willow	*Salix nigra*	Healthy	Multi	Remove	48.75
9606	9.0	Black Willow	*Salix nigra*	Healthy	Single	Remove	Exempt
9607	12.6	Slippery Elm	*Ulmus rubra*	Hazard	Forked	Remove	Exempt
9608	14.6	Slippery Elm	*Ulmus rubra*	Hazard	Multi	Remove	Exempt
9609	6.3	Chinese Tallow	*Sapium sebiferum*	Declining	Multi	Remove	Exempt
9610	13.8	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	20.7
9611	16.2	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	24.3

TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES
9612	17.1	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	25.65
9613	14.1	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	21.15
9614	13.8	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	20.7
9615	11.2	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	16.8
9616	9.3	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	13.95
9617	13.2	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	19.8
9618	13.1	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	19.65
9619	13.0	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	19.5
9620	11.6	Cedar Elm	*Ulmus crassifolia*	Hazard	Single	Remain	0
9621	33.6	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	0
9622	15.2	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9623	14.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.15
9624	10.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.9
9625	13.4	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	20.1
9626	9.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	13.65
9627	7.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	11.4
9628	9.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	13.5
9629	12.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.3
9630	9.8	Blackjack Oak	*Quercus marilandica*	Declining	Single	Remove	Exempt
9631	9.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	14.1
9632	14.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.6
9633	6.0	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	9
9634	6.7	Callery Pear	*Pyrus calleryana*	Hazard	Single	Remove	Exempt
9635	7.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	10.5
9636	10.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.15
9637	11.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.1
9638	16.8	Blackjack Oak	*Quercus marilandica*	Healthy	Multi	Remove	25.2
9639	18.1	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	27.15
9640	11.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.4
9641	8.4	Post Oak	*Quercus stellata*	Declining	Single	Remove	Exempt
9642	6.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	9.75
9643	8.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	12.3
9644	8.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	12.45
9645	8.6	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	12.9
9646	6.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	9
9647	9.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	14.55
9648	7.2	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	10.8
9649	12.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.15
9650	12.2	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	18.3
9651	11.2	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	16.8
9652	10.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.6
9653	8.7	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	13.05
9654	10.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.9
9655	7.9	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	11.85
9656	13.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.8
9657	14.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.45
9658	10.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.6
9659	15.5	Pecan	*Carya illinoinensis*	Healthy	Multi	Remove	23.25
9660	17.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	25.8
9661	6.2	Callery Pear	*Pyrus calleryana*	Healthy	Multi	Remove	Exempt
9662	7.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	11.1
9663	8.0	Honey Locust	*Gleditsia triacanthos*	Healthy	Multi	Remove	Exempt
9664	10.0	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	15
9665	10.2	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	15.3
9666	7.0	Slippery Elm	*Ulmus rubra*	Declining	Single	Remove	Exempt
9667	7.1	Cedar Elm	*Ulmus crassifolia*	Hazard	Forked	Remove	Exempt
9668	12.4	Eastern Redcedar	*Juniperus virginiana*	Healthy	Forked	Remove	18.6
9669	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9670	12.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18
9671	9.4	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	14.1
9672	6.2	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	9.3
9673	14.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21
9674	7.8	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	11.7
9675	13.0	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	19.5
9676	22.9	Blackjack Oak	*Quercus marilandica*	Healthy	Multi	Remove	34.35
9677	13.5	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	20.25
9678	11.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.55
9679	12.1	Pecan	*Carya illinoinensis*	Healthy	Single	Remove	18.15
9680	11.9	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	17.85
9681	14.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.35
9682	11.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.7
9683	15.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.95
9684	18.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	27.75
9685	12.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	19.2
9686	17.5	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	26.25
9687	6.4	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	9.6
9688	7.1	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9689	8.9	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9690	14.5	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9691	6.6	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9692	8.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9693	12.6	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	18.9
9694	12.6	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9695	11.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.65
9696	8.8	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9697	33.5	Post Oak	*Quercus stellata*	Healthy	Forked	Remove	50.25
9698	14.3	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	21.45
9699	16.6	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	24.9
9700	8.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9701	14.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9702	12.4	Pecan	*Carya illinoinensis*	Healthy	Multi	Remain	0
9703	13.5	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	20.25
9704	7.8	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	11.7
9705	21.2	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	31.8
9706	13.8	Eastern Redcedar	*Juniperus virginiana*	Declining	Single	Remove	Exempt
9707	17.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	26.1
9708	7.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9709	10.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.05
9710	7.9	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt

TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES
9711	9.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9712	18.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	27.75
9713	12.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.45
9714	8.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	12.3
9715	15.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	23.25
9716	25.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	38.85
9717	6.0	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9718	17.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	26.85
9719	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9720	11.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.55
9721	6.3	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9722	20.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	30.9
9723	8.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	12.6
9724	9.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	14.55
9725	14.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.45
9726	7.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9727	16.7	Cedar Elm	*Ulmus crassifolia*	Declining	Forked	Remove	Exempt
9728	6.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9.9
9729	15.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	23.25
9730	11.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.25
9731	7.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9732	13.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	20.55
9733	16.9	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remain	0
9734	16.5	Blackjack Oak	*Quercus marilandica*	Healthy	Multi	Remain	0
9735	7.7	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remain	0
9736	8.8	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remain	0
9737	9.1	Hackberry	*Celtis laevigata*	Declining	Single	Remain	0
9738	10.5	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9739	17.9	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9740	10.3	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	15.45
9741	6.9	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	10.35
9742	8.2	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9743	7.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9744	7.1	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9745	10.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9746	9.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9747	9.0	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9748	19.3	Cedar Elm	*Ulmus crassifolia*	Declining	Multi	Remain	0
9749	12.6	Cedar Elm	*Ulmus crassifolia*	Declining	Single	Remove	Exempt
9750	17.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	25.65
9751	12.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.6
9752	15.2	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9753	8.8	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remain	0
9754	7.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9755	7.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9756	7.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9757	14.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9758	13.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9759	17.6	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9760	19.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	29.85
9761	6.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	9.6
9762	18.0	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9763	16.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	24.6
9764	10.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.15
9765	13.7	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	20.55
9766	12.3	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9767	10.5	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9768	18.0	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9769	7.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9770	6.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9771	8.4	Cedar Elm	*Ulmus crassifolia*	Declining	Multi	Remain	0
9772	15.5	Post Oak	*Quercus stellata*	Hazard	Single	Remain	0
9773	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9774	6.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9.6
9775	11.5	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	17.25
9776	6.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9777	6.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9778	7.2	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9779	12.4	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9780	13.8	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9781	12.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9782	26.8	Post Oak	*Quercus stellata*	Healthy	Multi	Remain	0
9783	27.2	Post Oak	*Quercus stellata*	Declining	Forked	Remain	0
9784	7.0	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9785	6.6	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9786	12.9	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9787	13.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9788	12.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	18.6
9789	6.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9790	6.0	Black Willow	*Salix nigra*	Healthy	Single	Remain	0
9791	10.4	Black Willow	*Salix nigra*	Healthy	Single	Remain	0
9792	8.4	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	0
9793	9.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	14.1
9794	7.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	10.65
9795	6.2	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9.3
9796	7.3	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	10.95
9797	12.8	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	19.2
9798	7.9	Hackberry	*Celtis laevigata*	Declining	Single	Remove	Exempt
9799	6.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	9
9800	6.5	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9.75
9801	6.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9
9802	6.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9803	11.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.95
9804	17.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	25.5
9805	13.7	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	20.55
9806	10.9	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	16.35
9807	8.2	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	12.3
9808	7.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9809	8.3	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt

No. | REVISIONS | DATE

Kimley»Horn

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P.L.A. KENZIE L. PORTER
L.A. No. 3128 Date 12/16/2022

SCALE AS SHOWN
DESIGNED BY ALG
DRAWN BY ALG
CHECKED BY KLP

TREE PRESERVATION TABLE

THE OLANA MANSION
DENTON COUNTY, TEXAS

DATE
NOVEMBER 2022
PROJECT NO.
063217800
SHEET NUMBER
LT 1.02

Plotted By: Gapinski, Alysa (Horn) Date: December 16, 2022 10:20:57am File Path: K:\FRI_Civil\063217800-Olana Hickory Creek\Landscape\Dwg\01 Permit-Code\Sheet\LT1.00.dwg
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TAG #	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES
9810	7.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	10.5
9811	8.9	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	Exempt
9812	9.9	Callery Pear	*Pyrus calleryana*	Healthy	Single	Remove	Exempt
9813	10.3	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9814	14.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	21.9
9815	9.6	Cedar Elm	*Ulmus crassifolia*	Declining	Single	Remove	Exempt
9816	6.3	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	9.45
9817	10.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	15.6
9818	9.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	14.4
9819	12.3	Cedar Elm	*Ulmus crassifolia*	Healthy	Forked	Remove	18.45
9820	9.5	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	14.25
9821	10.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.2
9822	7.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	11.55
9823	6.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9
9824	7.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	10.5
9825	12.5	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9826	14.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9827	6.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9828	8.0	Black Willow	*Salix nigra*	Healthy	Multi	Remain	0
9829	10.0	Black Willow	*Salix nigra*	Healthy	Single	Remain	0
9830	7.2	Hackberry	*Celtis laevigata*	Declining	Single	Remain	0
9831	7.8	Honey Locust	*Gleditsia triacanthos*	Healthy	Single	Remain	0
9832	8.4	Live Oak	*Quercus virginiana*	Healthy	Forked	Remove	12.6
9833	6.7	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	0
9834	6.0	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9835	7.6	Post Oak	*Quercus stellata*	Healthy	Forked	Remain	0
9836	9.5	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9837	9.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9838	9.2	Live Oak	*Quercus virginiana*	Healthy	Multi	Remove	13.8
9839	13.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9840	7.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9841	10.7	Post Oak	*Quercus stellata*	Declining	Single	Remain	0
9842	9.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	13.65
9843	10.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.6
9844	9.2	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9845	8.0	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9846	7.6	Post Oak	*Quercus stellata*	Healthy	Single	Remain	0
9847	6.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9848	6.3	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9849	8.7	Honey Locust	*Gleditsia triacanthos*	Healthy	Single	Remain	0
9850	10.7	Cedar Elm	*Ulmus crassifolia*	Declining	Multi	Remain	0
9851	9.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9852	17.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remain	0
9853	13.3	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remain	0
9854	11.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9855	12.5	Cedar Elm	*Ulmus crassifolia*	Healthy	Forked	Remain	0
9856	20.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remain	0
9857	7.0	Mesquite	*Prosopis glandulosa*	Healthy	Forked	Remove	10.5
9858	9.0	Mesquite	*Prosopis glandulosa*	Healthy	Forked	Remove	13.5
9859	6.0	Mesquite	*Prosopis glandulosa*	Healthy	Forked	Remove	9
9860	20.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	30.75
9861	10.7	Mesquite	*Prosopis glandulosa*	Healthy	Multi	Remove	16.05
9862	11.3	Mesquite	*Prosopis glandulosa*	Declining	Multi	Remove	Exempt
9863	7.8	Mesquite	*Prosopis glandulosa*	Hazard	Forked	Remove	Exempt
9864	9.7	Mesquite	*Prosopis glandulosa*	Healthy	Multi	Remove	14.55
9865	10.1	Mesquite	*Prosopis glandulosa*	Healthy	Multi	Remove	15.15
9866	7.6	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remain	0
9867	6.3	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	9.45
9868	38.5	Post Oak	*Quercus stellata*	Declining	Single	Remain	0
9869	9.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	13.65
9870	7.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9871	6.7	Mexican Plum	*Prunus mexicana*	Healthy	Single	Remain	0
9872	11.5	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	17.25
9873	6.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9874	31.1	Post Oak	*Quercus stellata*	Healthy	Forked	Remain	0
9875	8.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9876	9.3	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9877	6.1	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9878	10.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9879	9.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9880	14.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	0
9881	27.6	Slippery Elm	*Ulmus rubra*	Healthy	Multi	Remain	0
9882	14.9	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	0
9883	9.9	Hackberry	*Celtis laevigata*	Declining	Single	Remove	14.85
9884	7.2	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	10.8
9885	20.6	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	30.9
9886	12.5	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	18.75
9887	13.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	20.55
9888	13.8	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	20.7
9889	15.0	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	22.5
9890	15.2	Eastern Redcedar	*Juniperus virginiana*	Healthy	Multi	Remove	22.8
9891	6.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9892	10.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.6
9893	22.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	34.2
9894	23.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	35.1
9895	20.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	30.75
9896	13.1	Callery Pear	*Pyrus calleryana*	Healthy	Forked	Remove	19.65
9897	16.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	25.05
9898	14.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	22.2
9899	13.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	20.1
9900	17.2	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	25.8
9901	10.8	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	16.2
9902	13.9	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	20.85
9903	9.2	Eastern Redbud	*Cercis canadensis*	Healthy	Single	Remove	13.8
9904	10.1	Eastern Redbud	*Cercis canadensis*	Healthy	Forked	Remove	15.15
9905	14.1	Pecan	*Carya illinoinensis*	Healthy	Forked	Remain	0
9906	25.6	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	38.4
9907	30.4	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	45.6
9908	8.5	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	12.75
9909	43.0	Slippery Elm	*Ulmus rubra*	Healthy	Forked	Remove	64.5
9910	8.0	Pecan	*Carya illinoinensis*	Healthy	Forked	Remove	12
9911	25.7	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	38.55
9912	13.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.65
9913	15.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.5
9914	14.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21
9915	12.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.45
9916	6.6	White Ash	*Fraxinus americana*	Healthy	Single	Remove	Exempt
9917	16.6	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	24.9
9918	14.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21
9919	13.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.95
9920	11.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.25
9921	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9922	11.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.85
9923	11.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.25
9924	12.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.6
9925	12.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.9
9926	13.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.95
9927	12.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18
9928	10.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.2
9929	12.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.3
9930	11.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.7
9931	22.5	Post Oak	*Quercus stellata*	Healthy	Forked	Remove	33.75
9932	12.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.75
9933	14.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.35
9934	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9935	14.4	Post Oak	*Quercus stellata*	Healthy	Forked	Remove	21.6
9936	14.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.75
9937	12.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.9
9938	11.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.85
9939	11.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.95
9940	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9941	12.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.9
9942	14.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.45
9943	16.7	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	25.05
9944	19.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	28.8
9945	18.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	27.15
9946	13.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.85
9947	16.4	Post Oak	*Quercus stellata*	Declining	Single	Remove	Exempt
9948	11.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.55
9949	12.5	Post Oak	*Quercus stellata*	Hazard	Single	Remove	Exempt
9950	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9951	7.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	10.65
9952	13.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.65
9953	20.6	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	30.9
9954	8.2	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	12.3
9955	6.2	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	Exempt
9956	6.0	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9957	18.1	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	27.15
9958	6.0	Winged Elm	*Ulmus alata*	Healthy	Single	Remove	9
9959	12.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.45
9960	10.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.75
9961	11.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.95
9962	10.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.3
9963	9.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	14.4
9964	24.6	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	36.9
9965	12.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.35
9966	11.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.8
9967	14.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.3
9968	11.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.55
9969	18.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	27.45
9970	14.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.2
9971	14.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.45
9972	19.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	28.8
9973	17.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	26.4
9974	14.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21
9975	18.1	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	27.15
9976	13.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.5
9977	13.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.8
9978	13.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.95
9979	6.9	Winged Elm	*Ulmus alata*	Healthy	Single	Remove	10.35
9980	12.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.9
9981	12.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.05
9982	8.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	12.9
9983	12.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.05
9984	16.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	24.15
9985	18.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	27.75
9986	6.0	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	9
9987	14.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.05
9988	12.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.9
9989	12.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.35
9990	7.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	10.5
9991	12.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.75
9992	13.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.95
9993	11.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.1
9994	6.3	Winged Elm	*Ulmus alata*	Healthy	Single	Remove	9.45
9995	7.2	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	10.8
9996	9.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	14.55
9997	12.6	Post Oak	*Quercus stellata*	Hazard	Single	Remove	Exempt
9998	10.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15
9999	11.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.65
						TOTAL MITIGATION INCHES	**5,956.05**

No.	REVISIONS	DATE

Kimley-Horn
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13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

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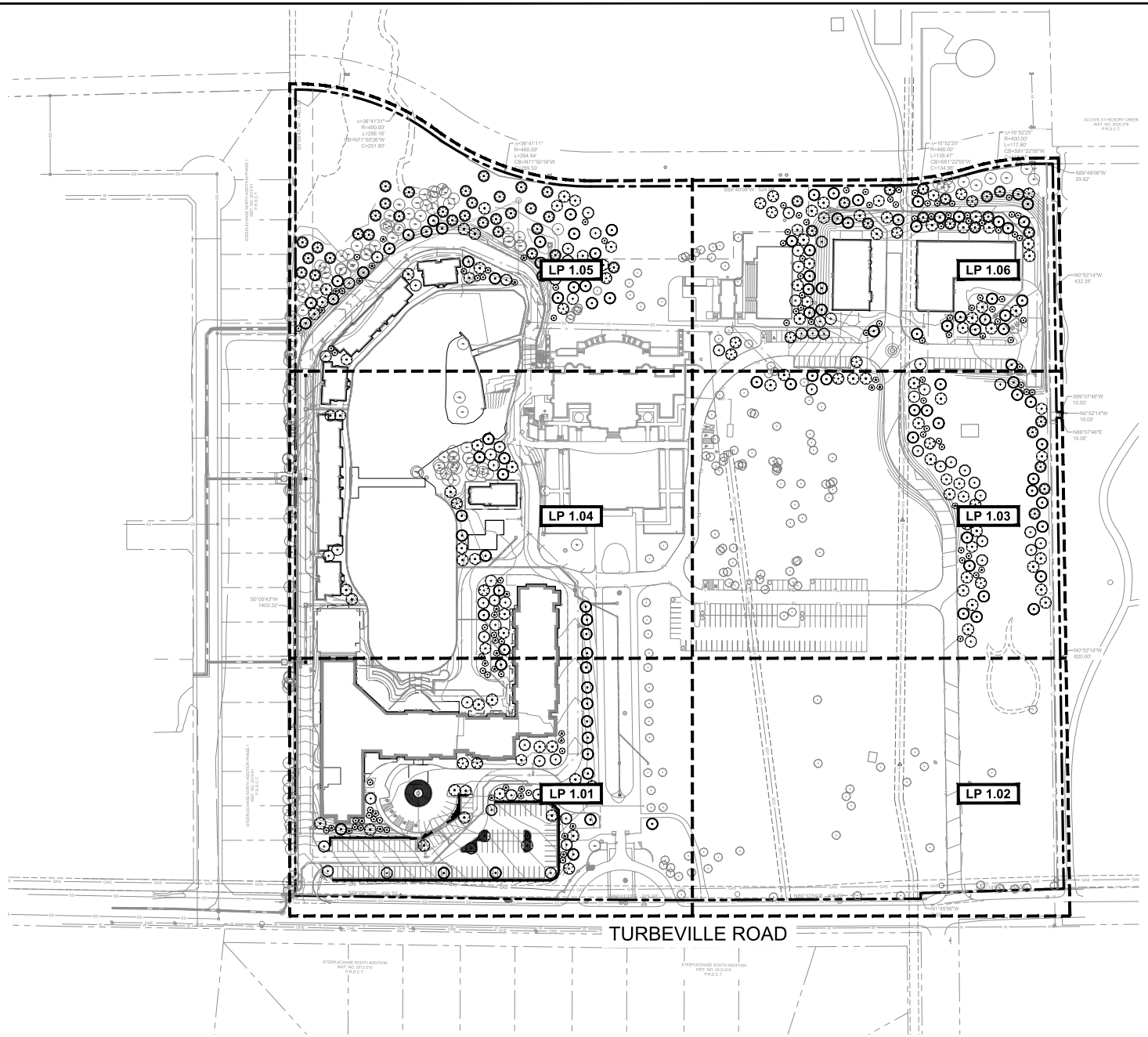
Kimley-Horn
P.L.A. KENZIE L. PORTER
L.A. No. 3128 Date 12/16/2022

SCALE AS SHOWN
DESIGNED BY ALG
DRAWN BY ALG
CHECKED BY KLP

TREE PRESERVATION TABLE

THE OLANA MANSION
DENTON COUNTY, TEXAS

DATE NOVEMBER 2022
PROJECT NO. 063217800
SHEET NUMBER
LT 1.03



PLANTING NOTES

1. ALL PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL MEET ALL STANDARDS AS STATED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
2. NO SUBSTITUTIONS IN PLANT MATERIALS SHALL BE MADE WITHOUT WRITTEN AUTHORIZATION FROM OWNER OR LANDSCAPE ARCHITECT. IN THE EVENT OF DISCREPANCIES BETWEEN THE DRAWING AND THE PLANT LIST, THE DRAWING SHALL PREVAIL.
3. LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES INCURRED BY HIS WORK.
4. REFERENCE IRRIGATION PLAN FOR BED IRRIGATION INFORMATION.
5. STAKING AND GUYING ALTERNATIVES: METHODS INDICATED IN DRAWING DETAILS ARE PREFERRED. CONTRACTOR MAY SUGGEST ALTERNATE METHODS, ASSUMING FULL RESPONSIBILITY FOR THEIR IMPLEMENTATION. CONTRACTOR SHALL REPLACE, PLANT, OR UPRIGHT ANY TREES BLOWN OVER OR DAMAGED DUE TO INADEQUATE STAKING AT NO ADDITIONAL COST TO THE OWNER.
6. PLANTS MASSED IN BEDS SHALL BE ARRANGED USING TRIANGULAR SPACING.
7. PROVIDE A STEEL EDGE OR CONCRETE MOW STRIP BETWEEN ALL PLANTING BEDS AND LAWN AREAS. REFERENCE SITE PLAN.
8. ALL PLANTING BEDS TO BE TOP DRESSED WITH A MINIMUM OF 3" SHREDDED HARDWOOD MULCH, UNLESS OTHERWISE SPECIFIED.
9. PROVIDE GRASS SEEDING OR LAY BERMUDA SOD FOR PROPOSED LAWN AREAS TO ALL EDGES OF PAVEMENT AND/ OR LIMITS OF DISTURBANCE OUTSIDE R.O.W. OR PROPOSED LANDSCAPE EASEMENT. PROVIDE IRRIGATION AS NECESSARY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING UNTIL FINAL ACCEPTANCE. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THE WORK SHALL INCLUDE, BUT NOT TO BE LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT DIES SHALL BE REPLACED WITH THE PLANT MATERIAL OF SIMILAR SIZE AND VARIETY.
11. CONTRACTOR SHALL WARRANTY PLANT MATERIAL TO REMAIN ALIVE AND HEALTHY FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE. WARRANTY SHALL NOT INCLUDE DAMAGE FOR LOSS OF PLANT MATERIAL DUE TO NATURAL CAUSES, ACTS OF VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
12. ALL DISTURBED AREAS WITHIN LIMITS OF CONSTRUCTION NOT CALLED TO BE SODDED, SHALL BE REESTABLISHED WITH BERMUDA SOD AND IRRIGATED.
13. ALL LANDSCAPE BEDS TO HAVE TOPSOIL/BEDDING MIX THAT MEETS LANDSCAPE SPECIFICATIONS. INSTALL TO DEPTHS, PER PLANTING DETAILS (12" DEPTH MIN.) FINISHED GRADES OF PLANTING BEDS TO BE 2" BELOW FINISHED GRADE OF ADJACENT PAVING OR AS SHOWN ON GRADING PLAN.
14. ALL SOD AREAS TO RECEIVE 4" DEPTH (MIN) TOPSOIL PRIOR TO INSTALLATION. TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, pH RANGE OF 5.5-7.4, AND FREE OF TRASH, DEBRIS, STONES, WEEDS, AND TWIGS/BRANCHES.
15. ALL DISTURBED AREAS IN R.O.W. TO BE RE-ESTABLISHED WITH BERMUDA SEED OR SOD AND IRRIGATED UNLESS OTHERWISE SHOWN ON PLANS.
16. ALL TREES TO BE PLACED A MINIMUM OF 4' FROM ANY UTILITY.

NORTH

GRAPHIC SCALE IN FEET
0 40 80 160

NO.	REVISIONS	DATE

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Kimley»Horn
KENDELL PORTER
P.L.A. No. 3128 Date 12/16/2022

SCALE: AS SHOWN
DESIGNED BY: ALG
DRAWN BY: ALG
CHECKED BY: KLP

OVERALL LANDSCAPE PLAN

THE OLANA MANSION

DENTON COUNTY, TEXAS

DATE
NOVEMBER 2022

PROJECT NO.
063217800

SHEET NUMBER
LP 1.00

Plotted By:Gopbaki, Arjeo (Horn) Date:December 16, 2022 10:21:16am File Path:K:\FW_Civil\063217800--Olana Hickory Creek\Landscape\Dwg\01 Permit--Code\Sheet\LP1.00.dwg
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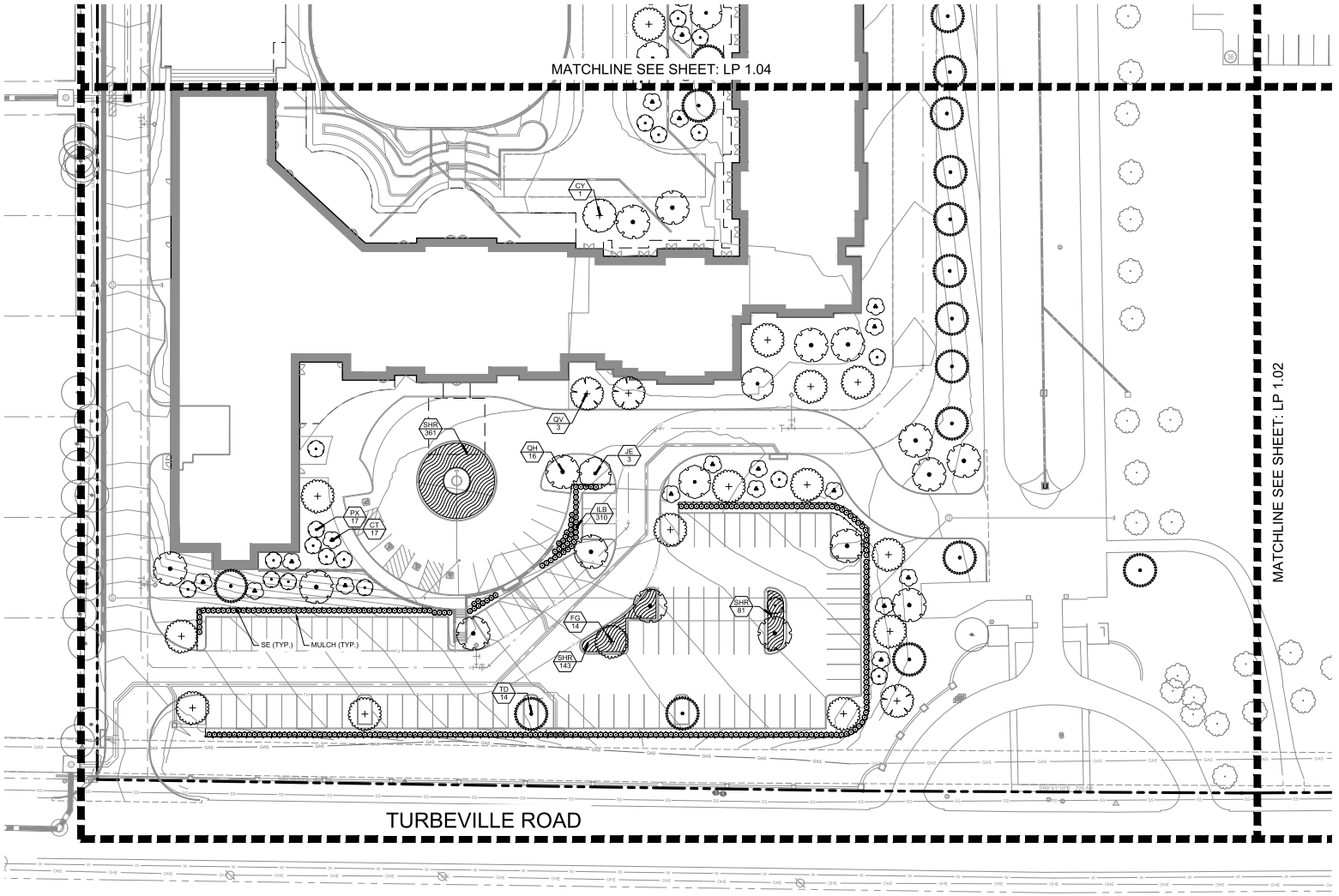
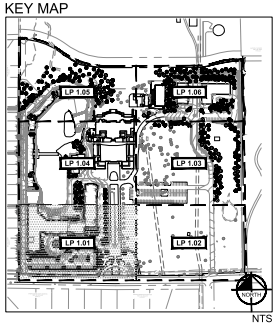


KEY MAP



NTS

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
	CY	20	Black Hickory
	FG	46	Green Ash
	JE	32	Eastern Red Cedar
	PL	52	Loblolly Pine
	QH	66	Chinkapin Oak
	QV	24	Southern Live Oak
	TD	108	Bald Cypress

ORNAMENTAL TREE	CODE	QTY	COMMON NAME
	CT	34	Eastern Redbud
	PX	99	Mexican Plum

SHRUBS	CODE	QTY	COMMON NAME
	ILB	310	Dwarf Burford Holly

GROUND COVERS	CODE	QTY	COMMON NAME
	SHR	585	Shrubs and Ground Cover

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD, NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISIONS	DATE

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Kimley»Horn
P.L.A. KENDELL PORTER
L.A. No. 2328 Date 12/16/2022

SCALE: AS SHOWN
DESIGNED BY: ALG
DRAWN BY: ALG
CHECKED BY: KLP

PLANTING PLAN

THE OLANA MANSION

DENTON COUNTY, TEXAS

DATE
NOVEMBER 2022

PROJECT NO.
063217800

SHEET NUMBER
LP 1.01

Plotted By:Gajdeski, Alyea (Horn) Date:December 16, 2022 10:21:33am File Path:K:\FBL_Dal\063217800--Olana Hickory Creek\Landscape\Dwg\01 Permit--Code\Sheet\LP1.00.dwg
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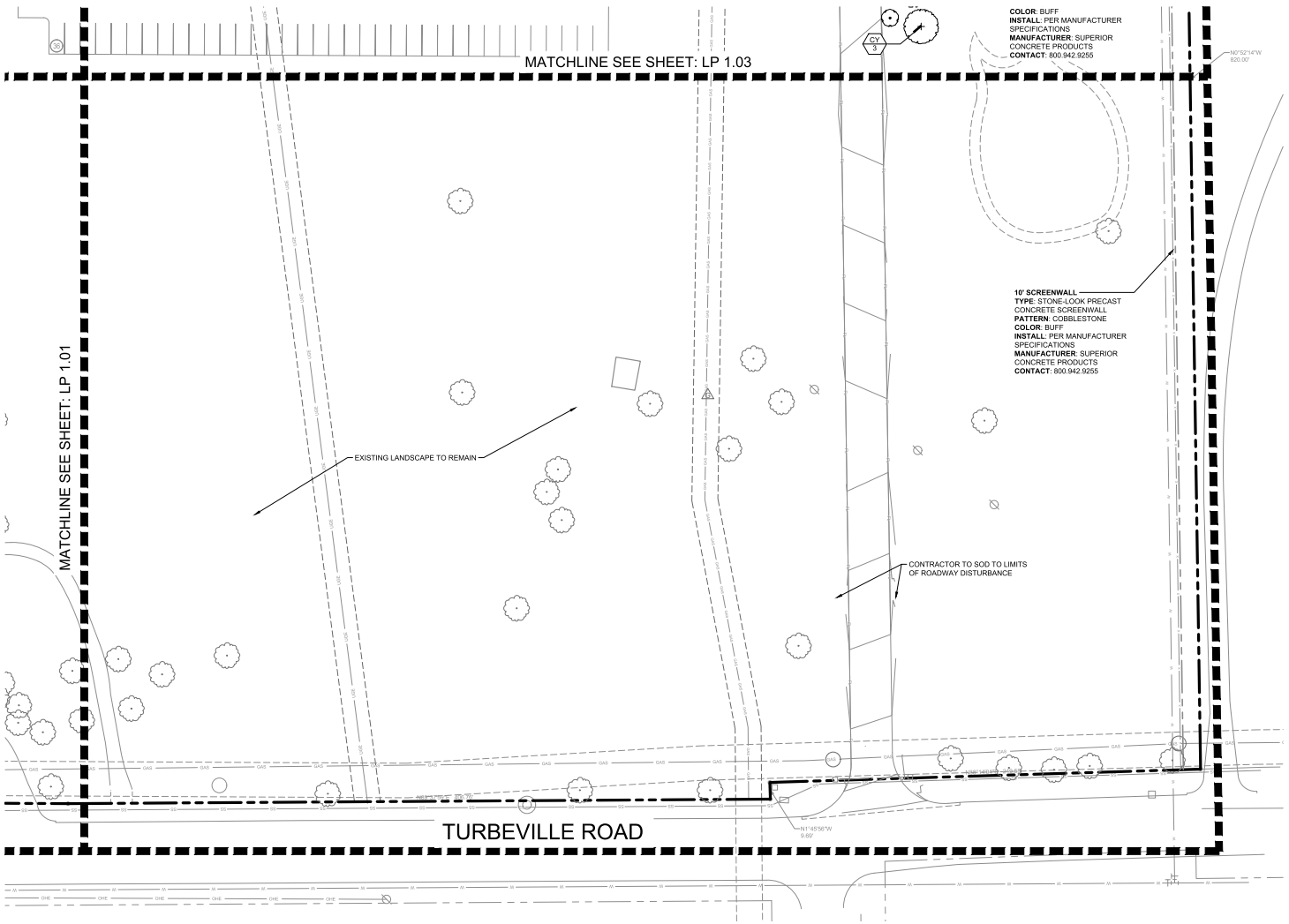
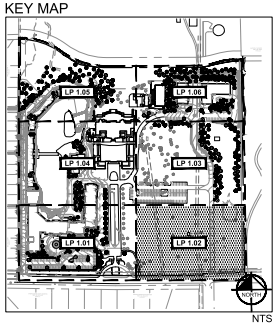


KEY MAP



NTS

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
	CY	20	Black Hickory
	FG	46	Green Ash
	JE	32	Eastern Red Cedar
	PL	52	Loblolly Pine
	QH	66	Chinkapin Oak
	QV	24	Southern Live Oak
	TD	108	Bald Cypress

ORNAMENTAL TREE	CODE	QTY	COMMON NAME
	CT	34	Eastern Redbud
	PX	99	Mexican Plum

SHRUBS	CODE	QTY	COMMON NAME
	ILB	310	Dwarf Burford Holly

GROUND COVERS	CODE	QTY	COMMON NAME
	SHR	585	Shrubs and Ground Cover

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD, NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISIONS	DATE

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Kimley»Horn
KENDELL PORTER
P.L.A. No. 3128 Date 12/16/2022

SCALE: AS SHOWN
DESIGNED BY: ALG
DRAWN BY: ALG
CHECKED BY: KLP

PLANTING PLAN

THE OLANA MANSION
DENTON COUNTY, TEXAS

DATE
NOVEMBER 2022
PROJECT NO.
063217800
SHEET NUMBER
LP 1.02

Plotted By:Gajdaski, Alyea (Horn) Date:December 16, 2022 10:21:51am File Path:K:\FW_Civil\063217800--Olana Hickory Creek\Landscape\Dwg\01 Permit--Civil\Sheet\LP1.00.dwg
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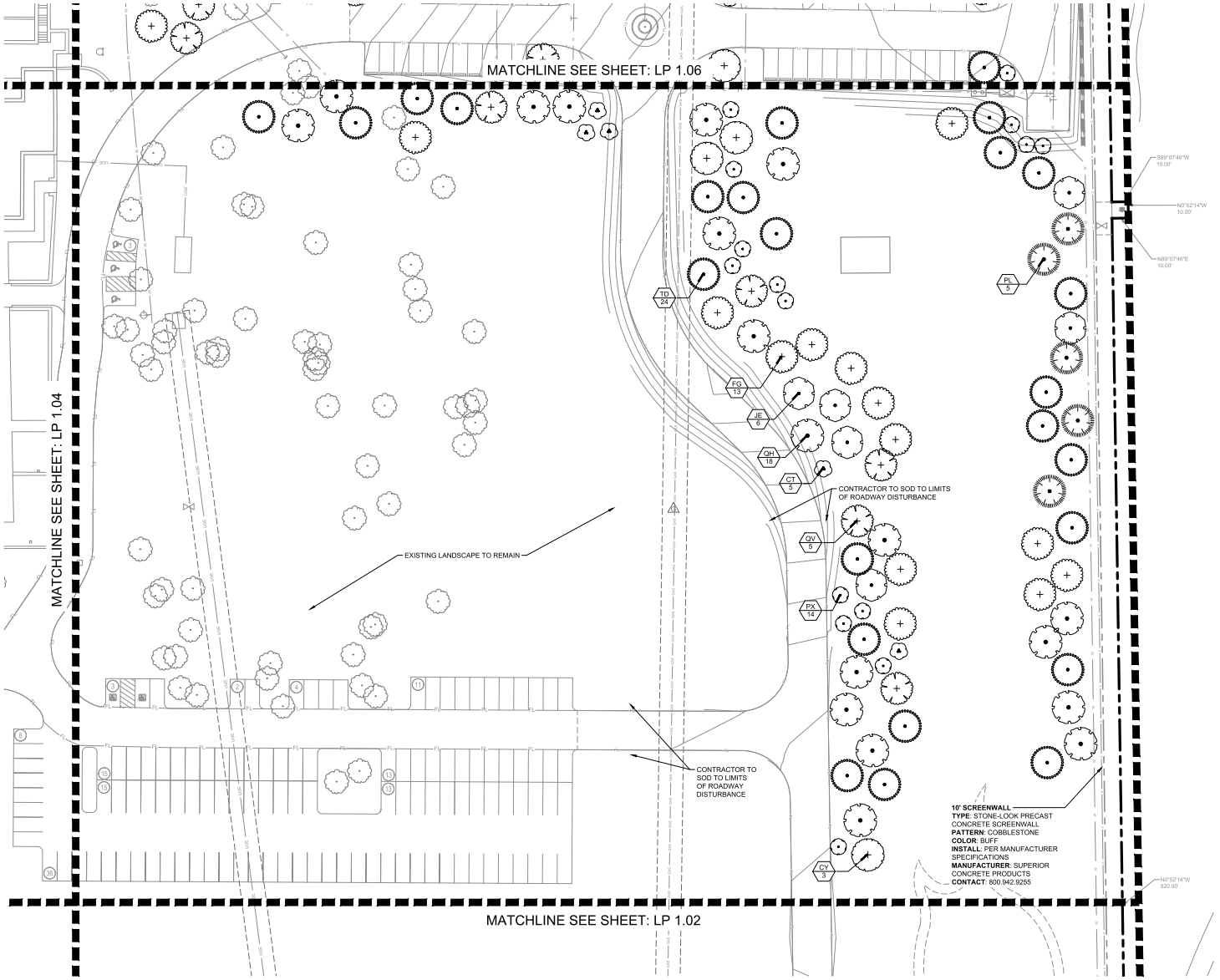
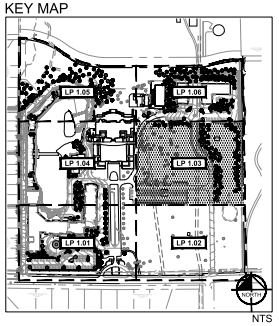


KEY MAP



NTS

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
	CY	20	Black Hickory
	FG	46	Green Ash
	JE	32	Eastern Red Cedar
	PL	52	Loblolly Pine
	QH	66	Chinkapin Oak
	QV	24	Southern Live Oak
	TD	108	Bald Cypress
ORNAMENTAL TREE	**CODE**	**QTY**	**COMMON NAME**
	CT	34	Eastern Redbud
	PX	99	Mexican Plum
SHRUBS	**CODE**	**QTY**	**COMMON NAME**
	ILB	310	Dwarf Burford Holly
GROUND COVERS	**CODE**	**QTY**	**COMMON NAME**
	SHR	585	Shrubs and Ground Cover

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD, NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISIONS	DATE

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KENDELL PORTER
P.L.A. No. 3128 Date 12/16/2022

SCALE: AS SHOWN
DESIGNED BY: ALG
DRAWN BY: ALG
CHECKED BY: KLP

PLANTING PLAN

THE OLANA MANSION

DENTON COUNTY, TEXAS

DATE
NOVEMBER 2022

PROJECT NO.
063217800

SHEET NUMBER
LP 1.03

Plotted By:Gopinath, Arjun (Horn) Date:December 16, 2022 10:23:06am File Path:K:\FBL_Dal\063217800--Olana Hickory Creek\Landscape\Dwg\01 Permit--Code\Sheet\LP1.00.dwg
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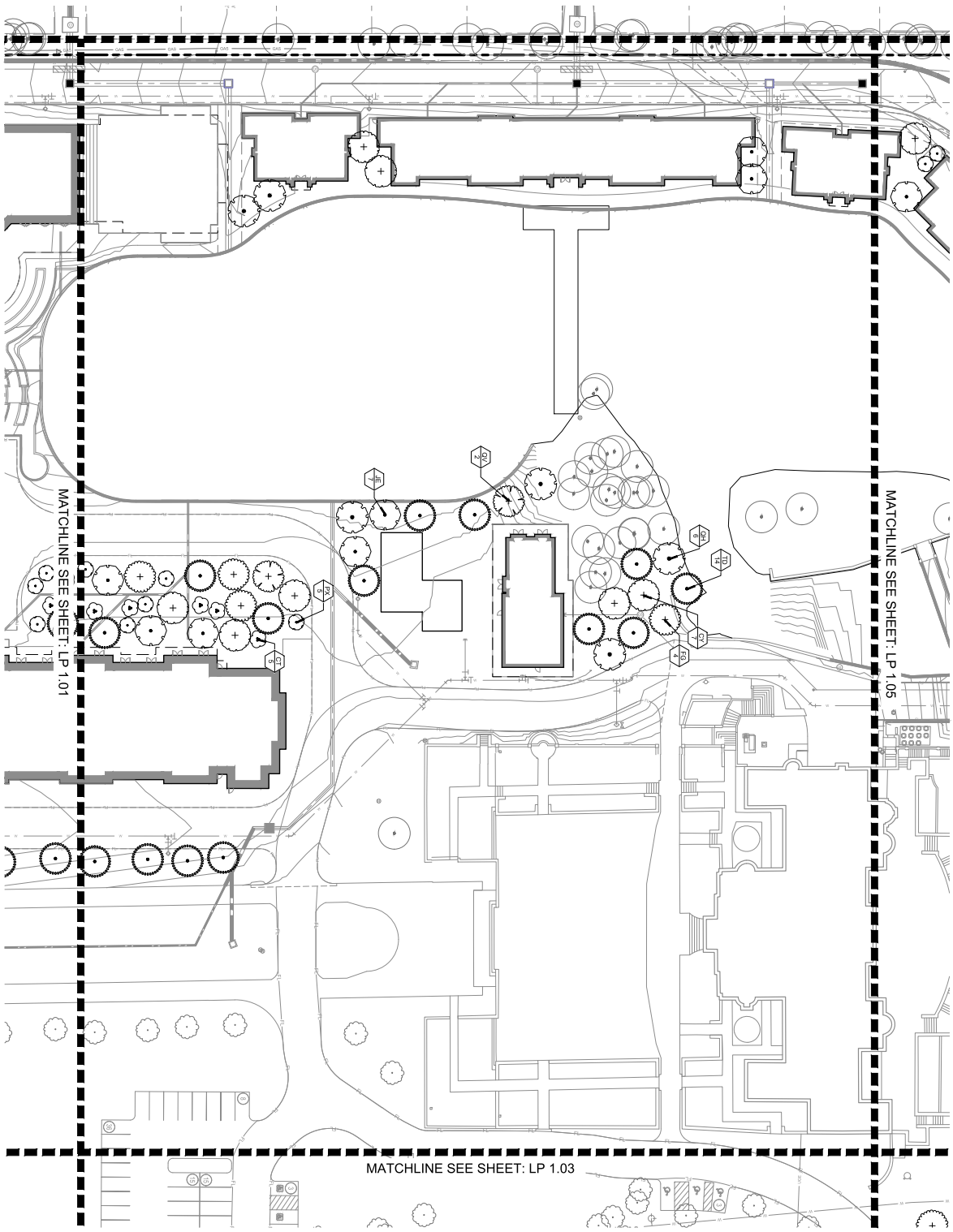


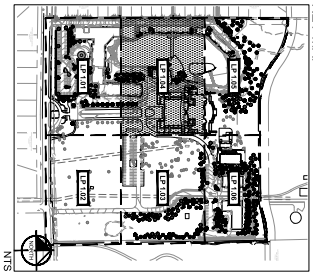
PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
	CY	20	Black Hickory
	FG	46	Green Ash
	JE	32	Eastern Red Cedar
	PL	52	Loblolly Pine
	QH	66	Chinkapin Oak
	QV	24	Southern Live Oak
ORNAMENTAL TREES	CODE	QTY	COMMON NAME
	TD	108	Bald Cypress
	CT	34	Eastern Redbud
	PX	89	Mexican Plum
SHRUBS	CODE	QTY	COMMON NAME
	ILB	310	Dwarf Burford Holly
GROUND COVERS	CODE	QTY	COMMON NAME
	SHR	585	Shrubs and Ground Cover

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE EVENT OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD, NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.

KEY MAP



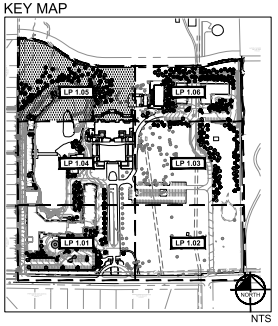
GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

LP 1.04	SHEET NUMBER	DATE: NOVEMBER 2022 PROJECT NO: 063217800	THE OLANA MANSION DENTON COUNTY, TEXAS	PLANTING PLAN	SCALE: AS SHOWN DESIGNED BY: ALG DRAWN BY: ALG CHECKED BY: KLP	PRELIMINARY Not for construction or permit purposes Kimley»Horn Alysa L. Gaplnski Texas 128324 12/16/2022	Kimley»Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700 DALLAS, TEXAS 75240 PHONE: 972-770-1300 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928

No.	REVISIONS	DATE

KEY MAP



NTS

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
	CY	20	Black Hickory
	FG	46	Green Ash
	JE	32	Eastern Red Cedar
	PL	52	Loblolly Pine
	QH	66	Chinkapin Oak
	QV	24	Southern Live Oak
	TD	108	Bald Cypress
ORNAMENTAL TREE	**CODE**	**QTY**	**COMMON NAME**
	CT	34	Eastern Redbud
	PX	99	Mexican Plum
SHRUBS	**CODE**	**QTY**	**COMMON NAME**
	ILB	310	Dwarf Burford Holly
GROUND COVERS	**CODE**	**QTY**	**COMMON NAME**
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NORTH

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0 15 30 60

No.	REVISIONS	DATE

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R.A. No. _____ Date 12/16/2022

SCALE: AS SHOWN
DESIGNED BY: ALG
DRAWN BY: ALG
CHECKED BY: KLP

PLANTING PLAN

THE OLANA MANSION
DENTON COUNTY, TEXAS

DATE
NOVEMBER 2022
PROJECT NO.
063217800
SHEET NUMBER
LP 1.05

Plotted By:Gopibabi, Aluru (Horn) Date:December 16, 2022 10:23:40am File Path:K:\FBL_Civil\063217800--Olana Hickory Creek\Landscape\Dwg\01 Permit--Code\Sheet\LP1.00.dwg
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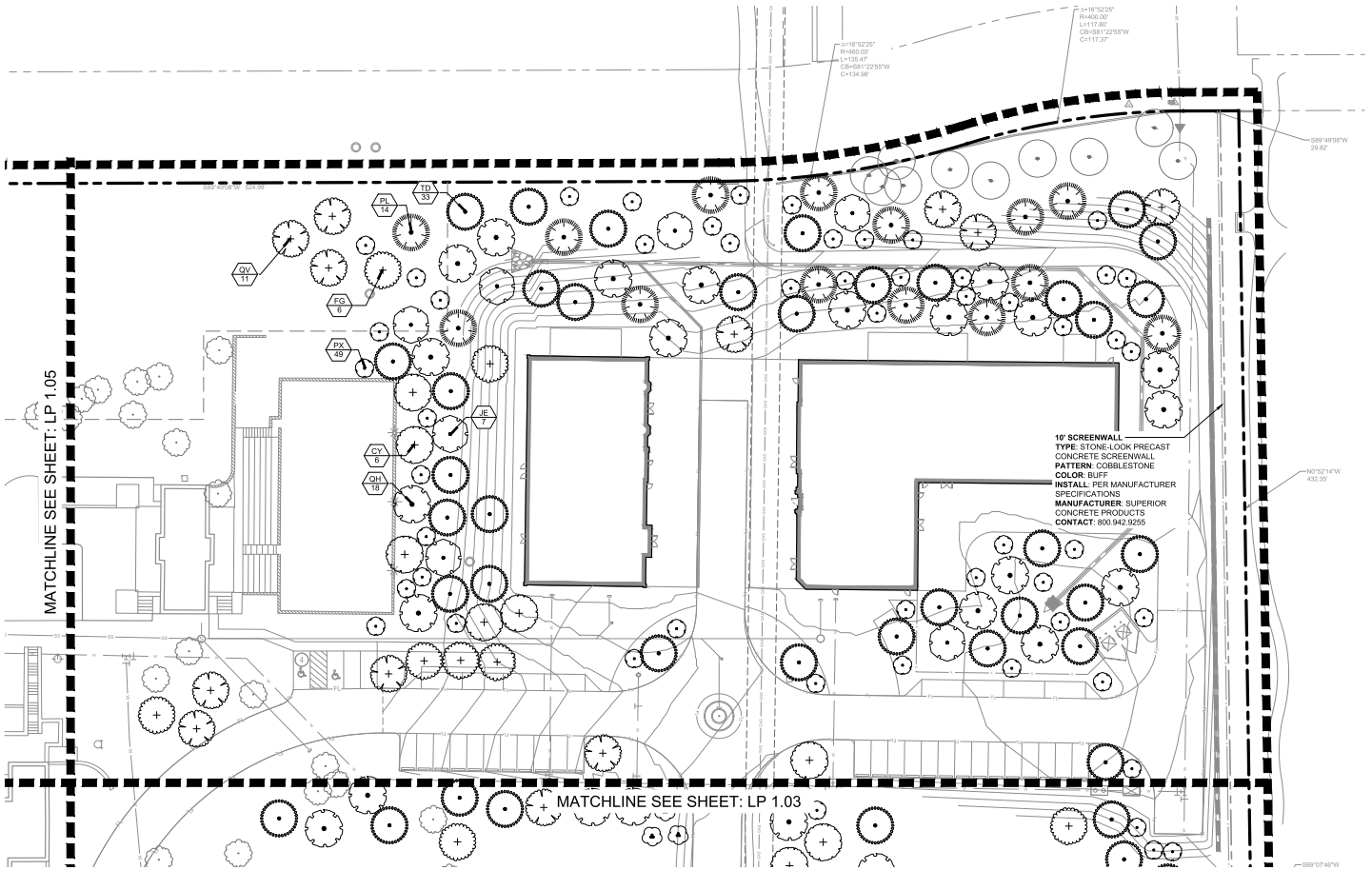
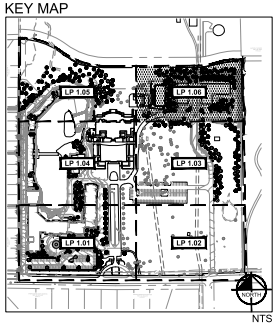


KEY MAP



NTS

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
	CY	20	Black Hickory
	FG	46	Green Ash
	JE	32	Eastern Red Cedar
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	QV	24	Southern Live Oak
	TD	108	Bald Cypress
ORNAMENTAL TREE	**CODE**	**QTY**	**COMMON NAME**
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	PX	99	Mexican Plum
SHRUBS	**CODE**	**QTY**	**COMMON NAME**
	ILB	310	Dwarf Burford Holly
GROUND COVERS	**CODE**	**QTY**	**COMMON NAME**
	SHR	585	Shrubs and Ground Cover

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NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISIONS	DATE

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Kimley»Horn
P.L.A. No. 3128 Date 12/16/2022
KENDELL PORTER

SCALE: AS SHOWN
DESIGNED BY: ALG
DRAWN BY: ALG
CHECKED BY: KLP

THE OLANA MANSION
DENTON COUNTY, TEXAS

PLANTING PLAN

DATE: NOVEMBER 2022
PROJECT NO.: 063217800
SHEET NUMBER: LP 1.06

Plotted By:Gopikali, Arjun (Horn) Date:December 16, 2022 10:23:59am File Path:K:\FBL_Dal\063217800--Olano Hickory Creek\Landscape\Dwg\01 Permit--Code\Sheet\LP1.00.dwg
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TAG #	DBH	COMMON NAME	SCIENTIFC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	TREE CREDITS
7037	8.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remain	3
8877	14.8	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
8878	18.3	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
8879	6.2	Black Hickory	*Carya texana*	Declining	Single	Remain	0
8880	13.8	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
8883	14.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
8884	15.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
8885	15.3	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
8886	7.2	Eastern Redcedar	*Juniperus virginiana*	Declining	Forked	Remain	0
8887	17.9	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9561	21.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9581	15.7	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remain	6
9582	19.8	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9583	22.2	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9584	21.8	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9585	8.2	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	3
9586	7.3	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	3
9587	10.8	Post Oak	*Quercus stellata*	Healthy	Single	Remain	4
9588	6.5	Gum Bumelia	*Sideroxylon lanuginosum*	Healthy	Single	Remain	3
9589	6.4	Post Oak	*Quercus stellata*	Healthy	Single	Remain	3
9590	10.5	Black Hickory	*Carya texana*	Healthy	Single	Remain	4
9591	7.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	3
9592	6.0	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	3
9593	10.5	Hackberry	*Celtis laevigata*	Hazard	Single	Remain	0
9594	9.1	Eastern Redcedar	*Juniperus virginiana*	Healthy	Forked	Remain	4
9595	9.0	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	4
9596	8.4	Black Hickory	*Carya texana*	Healthy	Single	Remain	3
9597	7.7	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	3
9598	11.2	Post Oak	*Quercus stellata*	Healthy	Single	Remain	4
9599	6.8	Black Hickory	*Carya texana*	Healthy	Single	Remain	3
9600	6.7	Black Hickory	*Carya texana*	Healthy	Single	Remain	3
9601	11.8	Blackjack Oak	*Quercus marilandica*	Healthy	Multi	Remain	4
9602	11.6	Post Oak	*Quercus stellata*	Healthy	Single	Remain	4
9603	8.4	Post Oak	*Quercus stellata*	Healthy	Single	Remain	3
9604	18.5	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remain	6
9620	11.6	Cedar Elm	*Ulmus crassifolia*	Hazard	Single	Remain	0
9621	33.6	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	8
9622	15.2	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9688	7.1	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	3
9689	8.9	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	3
9690	14.5	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	6
9691	6.6	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	3
9692	8.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	3
9693	12.6	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	6
9694	12.6	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9696	8.8	Post Oak	*Quercus stellata*	Healthy	Single	Remain	3
9697	33.5	Post Oak	*Quercus stellata*	Healthy	Forked	Remain	8
9698	14.3	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	6
9699	16.6	Hackberry	*Celtis laevigata*	Healthy	Multi	Remain	6
9700	8.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	3
9701	14.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	6
9702	12.4	Pecan	*Carya illinoinensis*	Healthy	Multi	Remain	6
9733	16.9	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remain	6
9734	16.5	Blackjack Oak	*Quercus marilandica*	Healthy	Multi	Remain	6
9735	7.7	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remain	3
9736	8.8	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remain	3
9737	9.1	Hackberry	*Celtis laevigata*	Declining	Single	Remain	0
9738	10.5	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	4
9739	17.9	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9742	8.2	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	3
9743	7.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	3
9744	7.1	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	3
9745	10.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	4
9746	9.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	4
9747	9.0	Post Oak	*Quercus stellata*	Healthy	Single	Remain	4
9748	19.3	Cedar Elm	*Ulmus crassifolia*	Declining	Multi	Remain	0
9752	15.2	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9753	8.8	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remain	3
9754	7.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	3
9755	7.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	3
9756	7.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	3
9757	14.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	6
9758	13.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	6
9759	17.6	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9762	18.0	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9766	12.3	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9767	10.5	Post Oak	*Quercus stellata*	Healthy	Single	Remain	4
9768	18.0	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9769	7.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	3
9770	6.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	3
9771	8.4	Cedar Elm	*Ulmus crassifolia*	Declining	Multi	Remain	0
9772	15.5	Post Oak	*Quercus stellata*	Hazard	Single	Remain	0
9776	6.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	3
9777	6.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	3
9778	7.2	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	3
9779	12.4	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9780	13.8	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	6
9781	12.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9782	26.8	Post Oak	*Quercus stellata*	Healthy	Multi	Remain	8
9783	27.2	Post Oak	*Quercus stellata*	Declining	Forked	Remain	0
9784	7.0	Post Oak	*Quercus stellata*	Healthy	Single	Remain	3
9785	6.6	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	3
9786	12.9	Post Oak	*Quercus stellata*	Healthy	Single	Remain	6
9787	13.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	6
9789	6.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	3
9790	6.0	Black Willow	*Salix nigra*	Healthy	Single	Remain	3
9791	10.4	Black Willow	*Salix nigra*	Healthy	Single	Remain	OFF-SITE
9792	8.4	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	OFF-SITE

TAG #	DBH	COMMON NAME	SCIENTIFC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	TREE CREDITS
9825	12.5	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	OFF-SITE
9826	14.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	OFF-SITE
9827	6.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	OFF-SITE
9828	8.0	Black Willow	*Salix nigra*	Healthy	Multi	Remain	OFF-SITE
9829	10.0	Black Willow	*Salix nigra*	Healthy	Single	Remain	OFF-SITE
9830	7.2	Hackberry	*Celtis laevigata*	Declining	Single	Remain	OFF-SITE
9831	7.8	Honey Locust	*Gleditsia triacanthos*	Healthy	Single	Remain	OFF-SITE
9833	6.7	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remain	OFF-SITE
9834	6.0	Post Oak	*Quercus stellata*	Healthy	Single	Remain	OFF-SITE
9835	7.6	Post Oak	*Quercus stellata*	Healthy	Forked	Remain	OFF-SITE
9836	9.5	Post Oak	*Quercus stellata*	Healthy	Single	Remain	OFF-SITE
9837	9.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	OFF-SITE
9839	13.1	Post Oak	*Quercus stellata*	Healthy	Single	Remain	OFF-SITE
9840	7.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	OFF-SITE
9841	10.7	Post Oak	*Quercus stellata*	Declining	Single	Remain	OFF-SITE
9844	9.2	Post Oak	*Quercus stellata*	Healthy	Single	Remain	OFF-SITE
9845	8.0	Post Oak	*Quercus stellata*	Healthy	Single	Remain	OFF-SITE
9846	7.6	Post Oak	*Quercus stellata*	Healthy	Single	Remain	OFF-SITE
9847	6.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	OFF-SITE
9848	6.3	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	OFF-SITE
9849	8.7	Honey Locust	*Gleditsia triacanthos*	Healthy	Single	Remain	OFF-SITE
9850	10.7	Cedar Elm	*Ulmus crassifolia*	Declining	Multi	Remain	OFF-SITE
9851	9.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	OFF-SITE
9852	17.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remain	OFF-SITE
9853	13.3	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remain	OFF-SITE
9854	11.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	OFF-SITE
9855	12.5	Cedar Elm	*Ulmus crassifolia*	Healthy	Forked	Remain	OFF-SITE
9856	20.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remain	OFF-SITE
9866	7.6	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remain	OFF-SITE
9868	38.5	Post Oak	*Quercus stellata*	Declining	Single	Remain	OFF-SITE
9870	7.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	OFF-SITE
9871	6.7	Mexican Plum	*Prunus mexicana*	Healthy	Single	Remain	OFF-SITE
9873	6.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	OFF-SITE
9874	31.1	Post Oak	*Quercus stellata*	Healthy	Forked	Remain	OFF-SITE
9875	8.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	OFF-SITE
9876	9.3	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	OFF-SITE
9877	6.1	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	OFF-SITE
9878	10.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	OFF-SITE
9879	9.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	OFF-SITE
9880	14.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remain	OFF-SITE
9881	27.6	Slippery Elm	*Ulmus rubra*	Healthy	Multi	Remain	OFF-SITE
9882	14.9	Hackberry	*Celtis laevigata*	Healthy	Single	Remain	OFF-SITE
9905	14.1	Pecan	*Carya illinoinensis*	Healthy	Forked	Remain	6
					TOTAL TREE CREDITS EARNED		402

811 Know what's **below.** **Call** before you dig.

Plotted By:Gopinath, Arjun (Horn) Date:December 16, 2022 10:23:02am File Path:K:\FRI_Dal\063217800--Olana Hickory Creek\Landscape\Dwg\03 Permit--Code\Sheet\LP3.00.dwg
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NO.	REVISIONS	DATE

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L.A. No. 2128 Date 12/16/2022

SCALE: AS SHOWN
DESIGNED BY ALG
DRAWN BY ALG
CHECKED BY KLP

EXISTING TREE CREDIT TABLE

THE OLANA MANSION
DENTON COUNTY, TEXAS

DATE
NOVEMBER 2022
PROJECT NO.
063217800
SHEET NUMBER
LP 2.01

TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES
7001	13.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.7
7002	14.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.15
7003	6.0	Blackjack Oak	*Quercus marilandica*	Declining	Single	Remove	Exempt
7004	13.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.85
7005	20.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	30.75
7006	8.2	Blackjack Oak	*Quercus marilandica*	Healthy	Multi	Remove	12.3
7007	15.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	23.4
7008	14.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.9
7009	14.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.3
7010	18.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	27
7011	20.4	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	30.6
7012	11.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	17.4
7013	14.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21
7014	8.4	Post Oak	*Quercus stellata*	Declining	Single	Remove	Exempt
7015	10.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.15
7016	15.9	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	23.85
7017	17.3	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	25.95
7018	7.8	Winged Elm	*Ulmus alata*	Healthy	Single	Remove	11.7
7019	6.2	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9.3
7020	12.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18
7021	14.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.35
7022	17.9	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	26.85
7023	19.7	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	29.55
7024	12.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.05
7025	9.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	13.65
7026	12.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.2
7027	12.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.05
7028	12.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.6
7029	13.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.95
7030	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
7031	12.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.45
7032	12.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.6
7033	12.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.2
7034	11.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.55
7035	20.3	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	30.45
7036	14.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.15
8881	10.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	15.9
8882	8.4	Black Hickory	*Carya texana*	Healthy	Single	Remove	12.6
9562	25.5	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	38.25
9563	15.9	Callery Pear	*Pyrus calleryana*	Healthy	Forked	Remove	23.85
9564	14.3	Callery Pear	*Pyrus calleryana*	Healthy	Forked	Remove	21.45
9565	17.4	Callery Pear	*Pyrus calleryana*	Healthy	Forked	Remove	26.1
9566	25.8	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	38.7
9567	7.8	Eastern Redcedar	*Juniperus virginiana*	Healthy	Forked	Remove	11.7
9568	7.6	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	11.4
9569	15.5	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	23.25
9570	26.5	Slippery Elm	*Ulmus rubra*	Healthy	Multi	Remove	39.75
9571	6.0	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	9
9572	12.1	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	18.15
9573	13.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.95
9574	9.7	Black Hickory	*Carya texana*	Declining	Single	Remove	Exempt
9575	8.0	Black Hickory	*Carya texana*	Declining	Single	Remove	Exempt
9576	9.2	Black Hickory	*Carya texana*	Healthy	Single	Remove	13.8
9577	7.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	10.65
9578	10.1	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	15.15
9579	9.9	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	14.85
9580	7.1	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	10.65
9605	32.5	Black Willow	*Salix nigra*	Healthy	Multi	Remove	48.75
9606	9.0	Black Willow	*Salix nigra*	Healthy	Single	Remove	Exempt
9607	12.6	Slippery Elm	*Ulmus rubra*	Hazard	Forked	Remove	Exempt
9608	14.6	Slippery Elm	*Ulmus rubra*	Hazard	Multi	Remove	Exempt
9609	6.3	Chinese Tallow	*Sapium sebiferum*	Declining	Multi	Remove	Exempt
9610	13.8	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	20.7
9611	16.2	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	24.3
9612	17.1	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	25.65
9613	14.1	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	21.15
9614	13.8	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	20.7
9615	11.2	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	16.8
9616	9.3	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	13.95
9617	13.2	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	19.8
9618	13.1	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	19.65
9619	13.0	Crape Myrtle	*Lagerstroemia indica*	Healthy	Multi	Remove	19.5
9623	14.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.15
9624	10.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.9
9625	13.4	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	20.1
9626	9.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	13.65
9627	7.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	11.4
9628	9.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	13.5
9629	12.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.3
9630	9.8	Blackjack Oak	*Quercus marilandica*	Declining	Single	Remove	Exempt
9631	9.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	14.1
9632	14.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.6
9633	6.0	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	9
9634	6.7	Callery Pear	*Pyrus calleryana*	Hazard	Single	Remove	Exempt
9635	7.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	10.5
9636	10.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.15
9637	11.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.1
9638	16.8	Blackjack Oak	*Quercus marilandica*	Healthy	Multi	Remove	25.2
9639	18.1	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	27.15
9640	11.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.4
9641	8.4	Post Oak	*Quercus stellata*	Declining	Single	Remove	Exempt
9642	6.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	9.75
9643	8.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	12.3
9644	8.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	12.45
9645	8.6	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	12.9
9646	6.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	9
9647	9.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	14.55
9648	7.2	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	10.8

TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES
9649	12.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.15
9650	12.2	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	18.3
9651	11.2	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	16.8
9652	10.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.6
9653	8.7	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	13.05
9654	10.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.9
9655	7.9	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	11.85
9656	13.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.8
9657	14.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.45
9658	10.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.6
9659	15.5	Pecan	*Carya illinoinensis*	Healthy	Multi	Remove	23.25
9660	17.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	25.8
9661	6.2	Callery Pear	*Pyrus calleryana*	Healthy	Multi	Remove	Exempt
9662	7.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	11.1
9663	8.0	Honey Locust	*Gleditsia triacanthos*	Healthy	Multi	Remove	Exempt
9664	10.0	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	15
9665	10.2	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	15.3
9666	7.0	Slippery Elm	*Ulmus rubra*	Declining	Single	Remove	Exempt
9667	7.1	Cedar Elm	*Ulmus crassifolia*	Hazard	Forked	Remove	Exempt
9668	12.4	Eastern Redcedar	*Juniperus virginiana*	Healthy	Forked	Remove	18.6
9669	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9670	12.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18
9671	9.4	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	14.1
9672	6.2	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	9.3
9673	14.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21
9674	7.8	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	11.7
9675	13.0	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	19.5
9676	22.9	Blackjack Oak	*Quercus marilandica*	Healthy	Multi	Remove	34.35
9677	13.5	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	20.25
9678	11.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.55
9679	12.1	Pecan	*Carya illinoinensis*	Healthy	Single	Remove	18.15
9680	11.9	Blackjack Oak	*Quercus marilandica*	Healthy	Single	Remove	17.85
9681	14.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.35
9682	11.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.7
9683	15.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.95
9684	18.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	27.75
9685	12.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	19.2
9686	17.5	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	26.25
9687	6.4	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	9.6
9691	6.6	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9693	12.6	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	18.9
9695	11.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.65
9697	33.5	Post Oak	*Quercus stellata*	Healthy	Forked	Remove	50.25
9698	14.3	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	21.45
9699	16.6	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	24.9
9700	8.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9703	13.5	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	20.25
9704	7.8	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	11.7
9705	21.2	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	31.8
9706	13.8	Eastern Redcedar	*Juniperus virginiana*	Declining	Single	Remove	Exempt
9707	17.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	26.1
9708	7.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9709	10.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.05
9710	7.9	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9711	9.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9712	18.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	27.75
9713	12.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.45
9714	8.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	12.3
9715	15.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	23.25
9716	25.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	38.85
9717	6.0	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9718	17.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	26.85
9719	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9720	11.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.55
9721	6.3	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9722	20.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	30.9
9723	8.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	12.6
9724	9.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	14.55
9725	14.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.45
9726	7.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9727	16.7	Cedar Elm	*Ulmus crassifolia*	Declining	Forked	Remove	Exempt
9728	6.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9.9
9729	15.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	23.25
9730	11.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.25
9731	7.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9732	13.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	20.55
9740	10.3	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	15.45
9741	6.9	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	10.35
9749	12.6	Cedar Elm	*Ulmus crassifolia*	Declining	Single	Remove	Exempt
9750	17.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	25.65
9751	12.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.6
9760	19.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	29.85
9761	6.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	9.6
9763	16.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	24.6
9764	10.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.15
9765	13.7	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	20.55
9773	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9774	6.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9.6
9775	11.5	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	17.25
9788	12.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	18.6
9793	9.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	14.1
9794	7.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	10.65
9795	6.2	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9.3
9796	7.3	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	10.95
9797	12.8	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	19.2
9798	7.9	Hackberry	*Celtis laevigata*	Declining	Single	Remove	Exempt
9799	6.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	9
9800	6.5	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9.75
9801	6.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9

TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES
9802	6.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9803	11.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.95
9804	17.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	25.5
9805	13.7	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	20.55
9806	10.9	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	16.35
9807	8.2	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	12.3
9808	7.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9809	8.3	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9810	7.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	10.5
9811	8.9	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	Exempt
9812	9.9	Callery Pear	*Pyrus calleryana*	Healthy	Single	Remove	Exempt
9813	10.3	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9814	14.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	21.9
9815	9.6	Cedar Elm	*Ulmus crassifolia*	Declining	Single	Remove	Exempt
9816	6.3	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	9.45
9817	10.4	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	15.6
9818	9.6	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	14.4
9819	12.3	Cedar Elm	*Ulmus crassifolia*	Healthy	Forked	Remove	18.45
9820	9.5	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	14.25
9821	10.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.2
9822	7.7	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	11.55
9823	6.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	9
9824	7.0	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	10.5
9832	8.4	Live Oak	*Quercus virginiana*	Healthy	Forked	Remove	12.6
9838	9.2	Live Oak	*Quercus virginiana*	Healthy	Multi	Remove	13.8
9842	9.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	13.65
9843	10.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.6
9857	7.0	Mesquite	*Prosopis glandulosa*	Healthy	Forked	Remove	10.5
9858	9.0	Mesquite	*Prosopis glandulosa*	Healthy	Forked	Remove	13.5
9859	6.0	Mesquite	*Prosopis glandulosa*	Healthy	Forked	Remove	9
9860	20.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	30.75
9861	10.7	Mesquite	*Prosopis glandulosa*	Healthy	Multi	Remove	16.05
9862	11.3	Mesquite	*Prosopis glandulosa*	Declining	Multi	Remove	Exempt
9863	7.8	Mesquite	*Prosopis glandulosa*	Hazard	Forked	Remove	Exempt
9864	9.7	Mesquite	*Prosopis glandulosa*	Healthy	Multi	Remove	14.55
9865	10.1	Mesquite	*Prosopis glandulosa*	Healthy	Multi	Remove	15.15
9867	6.3	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	9.45
9869	9.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	13.65
9872	11.5	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	17.25
9883	9.9	Hackberry	*Celtis laevigata*	Declining	Single	Remove	14.85
9884	7.2	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	10.8
9885	20.6	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	30.9
9886	12.5	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	18.75
9887	13.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	20.55
9888	13.8	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	20.7
9889	15.0	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	22.5
9890	15.2	Eastern Redcedar	*Juniperus virginiana*	Healthy	Multi	Remove	22.8
9891	6.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9892	10.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.6
9893	22.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	34.2
9894	23.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	35.1
9895	20.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	30.75
9896	13.1	Callery Pear	*Pyrus calleryana*	Healthy	Forked	Remove	19.65
9897	16.7	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	25.05
9898	14.8	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	22.2
9899	13.4	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	20.1
9900	17.2	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	25.8
9901	10.8	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	16.2
9902	13.9	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	20.85
9903	9.2	Eastern Redbud	*Cercis canadensis*	Healthy	Single	Remove	13.8
9904	10.1	Eastern Redbud	*Cercis canadensis*	Healthy	Forked	Remove	15.15
9906	25.6	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	38.4
9907	30.4	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	45.6
9908	8.5	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	12.75
9909	43.0	Slippery Elm	*Ulmus rubra*	Healthy	Forked	Remove	64.5
9910	8.0	Pecan	*Carya illinoinensis*	Healthy	Forked	Remove	12
9911	25.7	Slippery Elm	*Ulmus rubra*	Healthy	Single	Remove	38.55
9912	13.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.65
9913	15.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.5
9914	14.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21
9915	12.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.45
9916	6.6	White Ash	*Fraxinus americana*	Healthy	Single	Remove	Exempt
9917	16.6	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	24.9
9918	14.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21
9919	13.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.95
9920	11.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.25
9921	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9922	11.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.85
9923	11.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.25
9924	12.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.6
9925	12.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.9
9926	13.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.95
9927	12.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18
9928	10.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.2
9929	12.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.3
9930	11.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.7
9931	22.5	Post Oak	*Quercus stellata*	Healthy	Forked	Remove	33.75
9932	12.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.75
9933	14.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.35
9934	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9935	14.4	Post Oak	*Quercus stellata*	Healthy	Forked	Remove	21.6
9936	14.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.75
9937	12.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.9
9938	11.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.85
9939	11.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.95
9940	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9941	12.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.9
9942	14.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.45
9943	16.7	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	25.05

TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	MULTIPLE-STEMMED	STATUS	MITIGATION INCHES
9944	19.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	28.8
9945	18.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	27.15
9946	13.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.85
9947	16.4	Post Oak	*Quercus stellata*	Declining	Single	Remove	Exempt
9948	11.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.55
9949	12.5	Post Oak	*Quercus stellata*	Hazard	Single	Remove	Exempt
9950	13.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	20.1
9951	7.1	Cedar Elm	*Ulmus crassifolia*	Healthy	Multi	Remove	10.65
9952	13.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.65
9953	20.6	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	30.9
9954	8.2	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	12.3
9955	6.2	Hackberry	*Celtis laevigata*	Healthy	Multi	Remove	Exempt
9956	6.0	Hackberry	*Celtis laevigata*	Healthy	Single	Remove	Exempt
9957	18.1	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	27.15
9958	6.0	Winged Elm	*Ulmus alata*	Healthy	Single	Remove	9
9959	12.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.45
9960	10.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.75
9961	11.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.95
9962	10.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15.3
9963	9.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	14.4
9964	24.6	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	36.9
9965	12.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.35
9966	11.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.8
9967	14.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.3
9968	11.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.55
9969	18.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	27.45
9970	14.8	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.2
9971	14.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21.45
9972	19.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	28.8
9973	17.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	26.4
9974	14.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	21
9975	18.1	Post Oak	*Quercus stellata*	Healthy	Multi	Remove	27.15
9976	13.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.5
9977	13.2	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.8
9978	13.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.95
9979	6.9	Winged Elm	*Ulmus alata*	Healthy	Single	Remove	10.35
9980	12.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.9
9981	12.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.05
9982	8.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	12.9
9983	12.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.05
9984	16.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	24.15
9985	18.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	27.75
9986	6.0	Eastern Redcedar	*Juniperus virginiana*	Healthy	Single	Remove	9
9987	14.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	22.05
9988	12.6	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.9
9989	12.9	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.35
9990	7.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	10.5
9991	12.5	Post Oak	*Quercus stellata*	Healthy	Single	Remove	18.75
9992	13.3	Post Oak	*Quercus stellata*	Healthy	Single	Remove	19.95
9993	11.4	Post Oak	*Quercus stellata*	Healthy	Single	Remove	17.1
9994	6.3	Winged Elm	*Ulmus alata*	Healthy	Single	Remove	9.45
9995	7.2	Cedar Elm	*Ulmus crassifolia*	Healthy	Single	Remove	10.8
9996	9.7	Post Oak	*Quercus stellata*	Healthy	Single	Remove	14.55
9997	12.6	Post Oak	*Quercus stellata*	Hazard	Single	Remove	Exempt
9998	10.0	Post Oak	*Quercus stellata*	Healthy	Single	Remove	15
9999	11.1	Post Oak	*Quercus stellata*	Healthy	Single	Remove	16.65
						TOTAL MITIGATION INCHES	**5,956.05**

Know what's **below.**
Call before you dig.

Plotted By: Gapinski, Alysa (Horn) Date: December 16, 2022 10:23:05am File Path: K:\FRI_Civil\063217800-Olana Hickory Creek\Landscape\Dwg\01 Permit-Code\Sheet\LP3.00.dwg
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No.	REVISIONS	DATE

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TEXAS REGISTERED ENGINEERING FIRM F-928

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Kimley»Horn
P.L.A. KENZIE L. PORTER
L.A. No. 3128 Date 12/16/2022

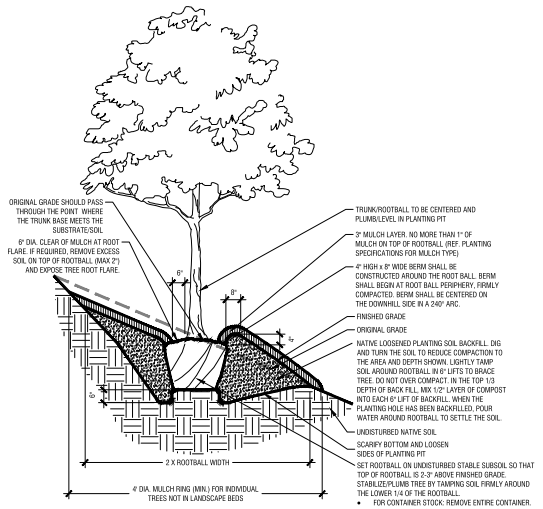
SCALE AS SHOWN
DESIGNED BY ALG
DRAWN BY ALG
CHECKED BY KLP

REQUIRED TREE MITIGATION TABLE

THE OLANA MANSION
DENTON COUNTY, TEXAS

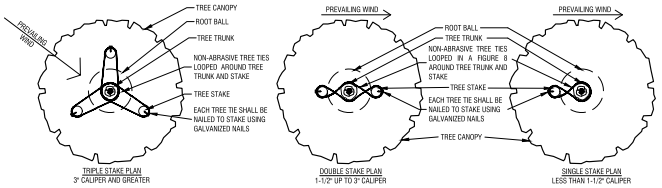
DATE
NOVEMBER 2022
PROJECT NO.
063217800
SHEET NUMBER
LP 2.02

NOTES:
1. REF. PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. REF. TREE STAKING DETAIL THIS SHEET.

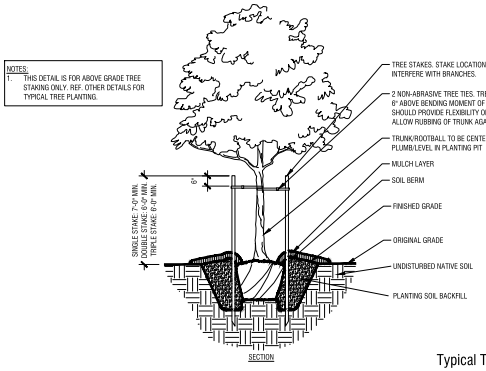


Tree Planting On 5-25% Slopes (20:1 to 4:1 Slopes) **D**

Scale: NTS

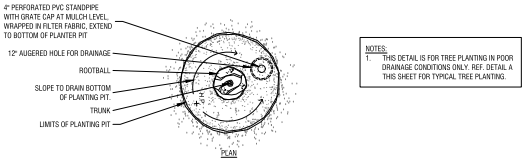


NOTES:
1. THIS DETAIL IS FOR ABOVE GRADE TREE STAKING ONLY. REF. OTHER DETAILS FOR TYPICAL TREE PLANTING.

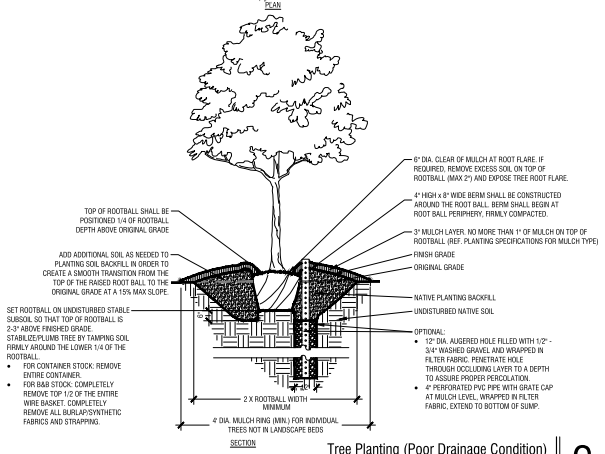


Typical Tree Staking **B**

Scale: NTS

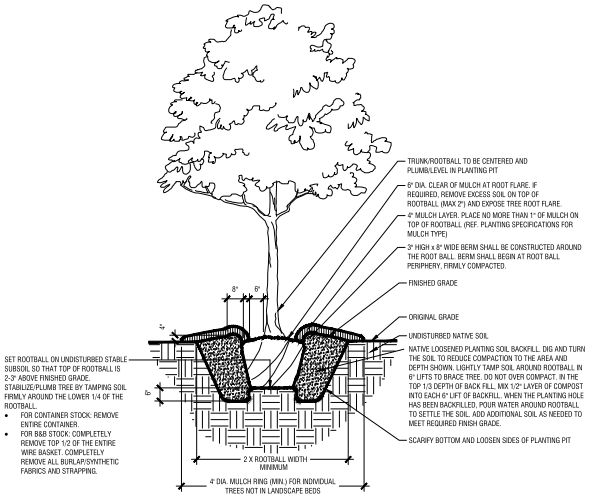


NOTES:
1. THIS DETAIL IS FOR TREE PLANTING IN POOR DRAINAGE CONDITIONS ONLY. REF. DETAIL A THIS SHEET FOR TYPICAL TREE PLANTING.



Tree Planting (Poor Drainage Condition) **C**

Scale: NTS



Typical Tree Planting (Up to 3" Caliper) **A**

Scale: NTS

Know what's **below.** **Call** before you dig.

Plotted By:Gopikali, Aiyas (Horn) Date:December 16, 2022, 10:23:19am File Path:K:\FBL_Dal\063217800--Olana Hickory Creek\Landscape\Dwg\01 Permit--Code\Sheet\LP1.00.dwg
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NO.	REVISIONS	DATE

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Kimley»Horn
KENDELL PORTER
P.E. No. 2129 Date 12/16/2022

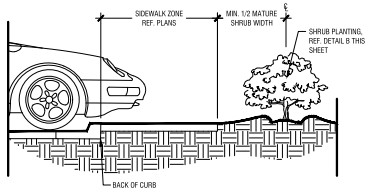
SCALE: AS SHOWN
DESIGNED BY ALG
DRAWN BY ALG
CHECKED BY KLP

PLANTING DETAILS

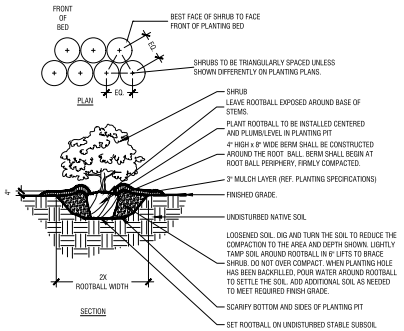
THE OLANA MANSION
DENTON COUNTY, TEXAS

DATE
NOVEMBER 2022
PROJECT NO.
063217800
SHEET NUMBER
LP 2.03

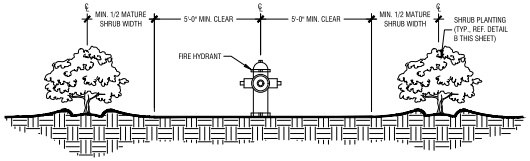
NOTES:
1. REF. PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. REF. PLANTING SCHEDULE AND PLANTING PLANS FOR SPACING/LAYOUT
3. WHEN SHRUBS ARE MASSED TOGETHER WITH GROUNDCOVER BEDS, ALL SOIL IN BED TO BE AMENDED. (REF. PLANTING SPECIFICATIONS)



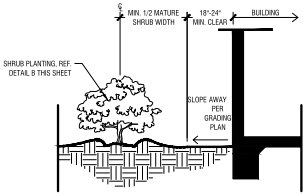
Shrub Planting at Sidewalk — Scale: NTS — F



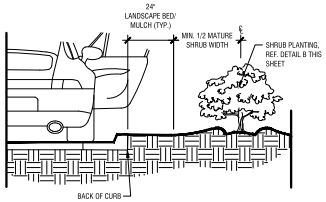
Typical Shrub Planting — Scale: NTS — B

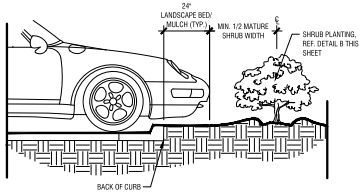


Shrub Planting at Fire Hydrant — Scale: NTS — E

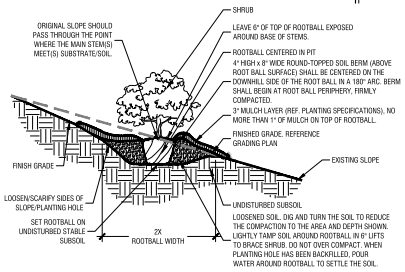


Shrub Planting at Building Edge — Scale: NTS — D

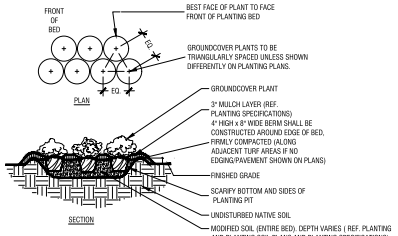




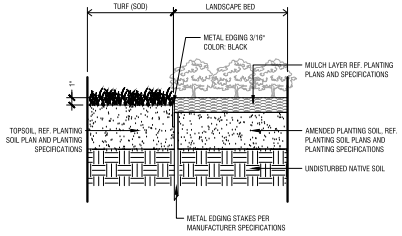
Shrub Planting at Curb — Scale: NTS — G



Shrub Planting On 5-50% (20:1 TO 2:1) Slope — Scale: NTS — C



Typical Groundcover Planting — Scale: NTS — A



METAL EDGING (AT TURF & LANDSCAPE BED) — Scale: 1 1/2" = 1'-0" — H

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NO.	REVISIONS	DATE

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Kimley»Horn
P.E.A. KENDELL PORTER
P.E. No. 3128 Date 12/16/2022

SCALE: AS SHOWN
DESIGNED BY ALG
DRAWN BY ALG
CHECKED BY KLP

PLANTING DETAILS

THE OLANA MANSION
DENTON COUNTY, TEXAS

DATE: NOVEMBER 2022
PROJECT NO. 063217800
SHEET NUMBER: LP 2.04

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HICKORY CREEK LANDSCAPE CODES AND ORDINANCES

	REQUIRED	PROVIDED
10.02.004. REQUIREMENTS GENERALLY		
(a) TREE REQUIREMENTS		
TEN TREES PER ACRE (EXISTING TREES COUNT)		
# ACRES x 10 = # TREES 38.88 ACRES x 10 = 388.8 TREES	389 TREES	143 EXISTING TREES (402 TREE CREDITS) 481 MITIGATION TREES
PLANTED TREES MUST HAVE MIN. 3" DBH (~4" CALIPER)		
(b) LAND REQUIREMENTS		
MINIMUM 15% PLANTING AREA OF GROSS LOT AREA		
# LOT SF x 0.15 = # PLANTING SF 1,693,627.53 LOT SF x 0.15 = 254,044.13 PLANTING SF	254,044.13 PLANTING SF	YES
(c) STREET TREES (EASEMENT TREES)		
CAN BE USED TO HELP SATISFY TEN TREES PER ACRE REQ. (a)	389 TREES MIN.	MET WITH EXISTING TREE CREDITS
(d) TREE CREDITS		
MAINTAIN AT LEAST 10 TREES PER ACRE	389 EXISTING TREE CREDITS	402 EXISTING TREE CREDITS
10.02.005. LANDSCAPING, SCREENING, AND BUFFER YARDS		
(a) PARKING LOT SCREENING AND LANDSCAPING		
(1) PERIMETER SCREENING		
PARKING VISIBLE FROM PUBLIC ROW AND CONTAINS 10 SPACES OR MORE SHALL PROVIDE A MINIMUM MATURE HEIGHT OF 36" SCREENING SHRUB (18" MIN AT TIME OF PLANTING)	YES	YES
(2) INTERIOR LANDSCAPING		
1 CANOPY TREE PER 15 PARKING SPACES 258 PARKING SPACESS / 15 = 17.2 TREES	18 TREES	MET WITH EXISTING TREE CREDITS
ALL ISLANDS, PENINSULAS, MEIDANS, OR ADJACENT GREEN AREAS MUST BE PERMANENTLY PLANTED WITH TREES, SHRUBS, OR GROUND COVER	YES	YES
(b) OUTDOOR STORAGE AREA SCREENING		
ANY OUTDOOR STORAGE AREA TO BE SCREENED FROM PUBLIC ROW WITH PLANTS 6' IN HEIGHT SPACED NO MORE THAN 18" APART EDGE TO EDGE	YES	YES
(c) BUFFER YARDS		
10' WIDE BUFFER YARD BETWEEN RESIDENTIAL AND MULTIFAMILY	YES	YES
FENCING AND PLANTING MATERIALS CAN BE USED AS THE BUFFER	YES	YES
MITIGATION		
348 4" CALIPER TREES PROPOSED x 4 = 1,392 INCHES 133 3" CALIPER TREES PROPOSED x 3 = 399 INCHES 1,791 PROPOSED INCHES TOTAL	5,956.05 INCHES	1,791.00 INCHES PROPOSED 4,165.05 INCHES PAID INTO FUND

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
	CY	20	Carya texana / Black Hickory	4" cal, 14` ht, 6` spr	Full, Straight, Single Leader
	FG	46	Fraxinus pennsylvanica / Green Ash	4" cal, 14` ht, 6` spr	Full, Straight, Single Leader
	JE	32	Juniperus virginiana / Eastern Red Cedar	4" cal, 14` ht, 6` spr	Full, Straight, Single Leader
	PL	52	Pinus taeda / Loblolly Pine	4" cal, 12` ht, 4` spr	Full, Straight, Single Leader
	QH	66	Quercus muehlenbergii / Chinkapin Oak	4" cal, 14` ht, 6` spr	Full, Straight, Single Leader
	QV	24	Quercus virginiana / Southern Live Oak	4" cal, 16` ht, 6` spr	Full, Straight, Single Leader
	TD	108	Taxodium distichum / Bald Cypress	4" cal, 14` ht, 6` spr	Full, Straight, Single Leader
ORNAMENTAL TREE	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**SPECIFICATIONS**	**REMARKS**
	CT	34	Cercis canadensis / Eastern Redbud	3" cal, 10` ht, 5` spr	Full, Single Leader
	PX	99	Prunus mexicana / Mexican Plum	3" cal, 10` ht, 5` spr	Full, Single Leader
SHRUBS	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**SPECIFICATIONS**	**REMARKS**
	ILB	310	Ilex cornuta `Burfordii nana` / Dwarf Burford Holly	24" ht, 24" spr, 36" oc	Full
GROUND COVERS	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**SPECIFICATIONS**	**REMARKS**
	SHR	585	Shrubs and Ground Cover / Shrubs and Ground Cover	-	Full, 3 Gallon Minimum. To be selected from City plant list.

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD, NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT. TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/ OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PER CENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

D. MATERIALS

1. GENERAL

SAMPLES OF MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL OF SAMPLES, DELIVERY OF MATERIALS MAY BEGIN.

MATERIALS	SAMPLES
MULCH	ONE (1) CUBIC FOOT
TOPSOIL	ONE (1) CUBIC YARD
PLANTS	ONE (1) OF EACH VARIETY

2. PLANT MATERIALS

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS AS STATED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERYMEN. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. TOPSOIL

1. ASTM D5268, NATURAL, FRIABLE, FERTILE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY THAT PRODUCES HEAVY GROWTH. TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 7.4 PERCENT, FREE FROM SUBSOIL, OBJECTIONABLE WEEDS, LITTER, SODS, STIFF CLAY, STONES LARGER THAN 1-INCH IN DIAMETER, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH OR HINDER PLANTING OPERATIONS. TOP SOIL SHALL CONTAIN A MINIMUM OF THREE PERCENT ORGANIC MATERIAL.
2. SALVAGED OR EXISTING TOPSOIL: REUSE SUITABLE TOPSOIL STOCKPILED ON-SITE OR EXISTING TOPSOIL UNDISTURBED BY GRADING OR EXCAVATION OPERATIONS. CLEAN TOPSOIL OF ROOTS, PLANTS, SOD, STONES, CLAY LUMPS, AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.
3. VERIFY AMOUNT OF SUITABLE TOPSOIL STOCKPILED IF ANY, AND SUPPLY ADDITIONAL IMPORTED TOPSOIL AS NEEDED. FOUR (4) INCHES OF TOPSOIL TO BE PROVIDED FOR ALL TURF AREAS. TWENTY FOUR (24) INCHES OF TOPSOIL TO BE PROVIDED FOR ALL PLANTING AREAS WITHIN INTERIOR LANDSCAPE ISLANDS AND FOUNDATION PLANTINGS. FOR ALL OTHER PLANTING AREAS, TWELVE (12) INCHES OF TOPSOIL MINIMUM TO BE PROVIDED.
4. IMPORTED TOPSOIL: SUPPLEMENT SALVAGED TOPSOIL WITH IMPORTED TOPSOIL FROM OFF-SITE SOURCES WHEN EXISTING QUANTITIES ARE INSUFFICIENT.
5. OBTAIN TOPSOIL DISPLACED FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT LEAST 6 INCHES DEEP; DO NOT OBTAIN FROM AGRICULTURAL LAND, BOGS, OR MARSHES.
6. VERIFY BORROW AND DISPOSAL SITES ARE PERMITTED AS REQUIRED BY STATE AND LOCAL REGULATIONS. OBTAIN WRITTEN CONFIRMATION THAT PERMITS ARE CURRENT AND ACTIVE.
7. OBTAIN PERMITS REQUIRED BY STATE AND LOCAL REGULATIONS FOR TRANSPORTING TOPSOIL. PERMITS SHALL BE CURRENT AND ACTIVE.
8. AMEND EXISTING AND IMPORTED TOPSOIL AS INDICATED BELOW.
   a. ORGANIC SOIL AMENDMENTS
      1. MANURE: WELL-ROTTED, UNLEACHED, STABLE OR CATTLE MANURE CONTAINING NOT MORE THAN 25 PERCENT BY VOLUME OF STRAW, SAWDUST, OR OTHER BEDDING MATERIALS; FREE OF TOXIC SUBSTANCES, STONES, STICKS, SOIL, WEED SEED, AND MATERIAL HARMFUL TO PLANT GROWTH.
      2. BACK TO NATURE COTTON BURR COMPOST OR APPROVED EQUIVALENT.
      3. COMPOST: DECOMPOSED ORGANIC MATERIAL INCLUDING LEAF LITTER, MANURE, SAWDUST, PLANT TRIMMINGS AND/OR HAY, MIXED WITH SOIL.
      4. PECAN HULLS: COMPOSTED PECAN HULLS FOR LOCAL SOURCE.
      5. BIOSOLIDS: USE GRADE 1 CONTAINING LOWER PATHOGEN LEVELS.
      6. WORM CASTINGS: EARTHWORMS.
   b. INORGANIC SOIL AMENDMENTS
      1. LIME: ASTM C602, CLASS O AGRICULTURAL LIMESTONE CONTAINING A MINIMUM OF 80 PERCENT CALCIUM CARBONATE EQUIVALENT WITH A MINIMUM OF 95 PERCENT PASSING NO. 8 SIEVE AND MINIMUM OF 55 PERCENT PASSING NO. 60 SIEVE.
      2. SULFUR: GRANULAR, BIODEGRADABLE, CONTAINING A MINIMUM OF 90 PERCENT SULFUR, WITH A MINIMUM OF 99 PERCENT PASSING NO. 6 SIEVE AND A MAXIMUM OF 10 PERCENT PASSING NO. 40 SIEVE.
      3. IRON SULFATE: GRANULATED FERROUS SULFATE CONTAINING A MINIMUM OF 20 PERCENT IRON AND 10 PERCENT SULFUR.
      4. AGRICULTURAL GYPSUM: FINELY GROUND, CONTAINING A MINIMUM OF 90 PERCENT CALCIUM SULFATE.
      5. SAND: CLEAN, WASHED, NATURAL OR MANUFACTURED, FREE OF TOXIC MATERIALS.
   c. PLANTING SOIL MIX
      1. PLANTING MIX MAY BE PROVIDED BY LIVING EARTH OR MINICK MATERIALS OR APPROVED EQUAL.
      2. PLANTING MEDIUM CONTAINING 75 PERCENT SPECIFIED TOPSOIL MIXED WITH 15 PERCENT ORGANIC SOIL AMENDMENTS AND 10 PERCENT SHARP WASHED SAND. INSTALL TO DEPTHS, PER PLANTING DETAILS (12" MIN.) FINISHED GRADES OF PLANTING BEDS TO BE 2" BELOW FINISHED GRADE OF ADJACENT PAVING OR AS SHOWN ON GRADING PLAN.
      2. SOD/SEED AREA TOPSOIL
      ALL SOD AREAS TO RECEIVE 4" DEPTH (MIN) TOPSOIL PRIOR TO INSTALLATION. TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, WITH 25% (MIN.) ORGANIC MATERIAL, AND FREE OF TRASH, DEBRIS, STONES, WEEDS, AND TWIGS/BRANCHES. THE PARTICLE SIZES SHALL BE SUCH THAT 98.5% OF THE TOPSOIL WILL PASS THROUGH A 1/2 INCH SCREEN, AND 99% MORE SHALL PASS THROUGH A 3/4 INCH SCREEN. TOPSOIL SHALL BE REVIEWED/APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR TO SUBMIT SAMPLES IN 1 GAL (MIN.) CONTAINER.

I. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

J. COMMERCIAL FERTILIZER

COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.

FIFTY PERCENT (50%) OF THE NITROGEN SHALL BE DERIVED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:

1. SHRUBS AND TREES - MILORGANITE, OR APPROVED EQUAL
2. ANNUALS AND GROUNDCOVERS - OSMOCOTE/SIERRA BLEND 14-14-14
3. SOD - 8-8-8 FERTILIZER

IN ADDITION TO SURFACE APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24-10-5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT A DEPTH OF ROOT BALL AT THE RATE AS SPECIFIED BY MANUFACTURER.

K. MULCH

MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF 3 INCHES. SEE PLANT LIST FOR TYPE OF MATERIAL AND GRADE.

L. DIGGING AND HANDLING

1. PROTECT ROOTS OR BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKAGE AND DRYING OUT DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTI-TRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITHIN THE MINIMUM SPREAD SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB- BASES.

M. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE OWNER AND LANDSCAPE ARCHITECT.

N. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

O. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY REESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

P. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE BIDDERS TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSIONS OF BIDS. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE

Q. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE LANDSCAPE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS.

R. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OR OWNER. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

3. SUBGRADE EXCAVATION: SITE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". SITE CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY SITE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, LANDSCAPE CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT OR OWNER.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SECTION H). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION H OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING PIT SHALL RECEIVE 21-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:

- TWO (2) TABLETS PER 1 GAL. PLANT
- THREE (3) TABLETS PER 3 GAL. PLANT
- FOUR (4) TABLETS PER 10 GAL. PLANT
- LARGER MATERIAL - TWO (2) TABLETS PER 1/2" OF TRUNK CALIPER

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.

11. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

12. PRUNING: EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE PLANT AS SHOWN ON THE DRAWINGS. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT.

13. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. TILL INTO TOP 4" THE PLANTING SOIL MIX AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

14. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE LANDSCAPE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING OF THEIR INTENTIONS AND AGREE TO HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT ANY TREES FALL DOWN AND DAMAGE PERSON OR PROPERTY.

15. MULCHING: PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER AND VINE BED AND TREE PIT.

16. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

S. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE WHOLE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT OF ROLLING SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH THAT IS UP TO THE REQUIRED GRADE.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. APPLY FERTILIZER AT RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING APPROVED MECHANICAL SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE (3) INCHES. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

A. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

B. THE SOD SHALL BE CERTIFIED TO MEET THE STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

C. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A FOUR INCH MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND AS APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN.

D. DURING DELIVERY, PRIOR TO AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

5. SEEDING

A. PROVIDE FRESH, CLEAN, NEW CROP LAWN SEED MIXTURE. FURNISH TO OWNER DEALERS GUARANTEED STATEMENT OF COMPOSITION OF MIXTURE AND PERCENTAGE OF PURITY AND GERMINATION OF EACH VARIETY.

B. SEED MIXTURE: PROVIDE SEED OF GRASS SPECIES AND VARIETIES, PROPORTIONS BY WEIGHT AND MINIMUM PERCENTAGES OF PURITY, GERMINATION, AND MAXIMUM PERCENTAGE OF WEED SEED. SEED MIXTURES VARY BY REGION AND SEASON AND SHALL COMPLY WITH STATE DO AND LOCAL SOIL CONSERVATION SERVICE STANDARDS FOR LAWN TURF.

C. DO NOT PERFORM SEEDING IN WINDY CONDITIONS.

D. SEEDING SHALL BE DISPERSED IN 2 DIRECTIONS AT RIGHT ANGLES TO EACH OTHER.

E. PERMANENTLY SEED AND MULCH CUT AND FILL SLOPES AS CONSTRUCTION PROCEEDS TO EXTENT CONSIDERED DESIRABLE AND PRACTICAL. IN THE EVENT IT IS NOT PRACTICAL TO SEED AREAS, SLOPES SHALL BE STABILIZED WITH STRAW MULCH AND TACKIFIER, BONDED FIBER MATRIX, NETTING, BLANKETS OR OTHER MEANS TO REDUCE THE EROSIVE POTENTIAL OF THE AREA.

F. SEED LAWN AREAS BY SOWING EVENLY WITH APPROVED MECHANICAL SEEDER AT RATE OF MINIMUM OF 6 POUNDS PER 1,000 SQUARE FEET. AMOUNT WILL VARY BASED ON VARIETY AND/OR SPECIES. CULTI-PACKER OR APPROVED SIMILAR EQUIPMENT MAY BE USED TO COVER SEED AND TO FORM SEEDBED IN ONE OPERATION. IN AREAS INACCESSIBLE TO CUTI-PACKER, LIGHTLY RAKE SEEDED GROUND WITH FLEXIBLE RAKES AD ROLL WITH WATER BALLAST ROLLER. AFTER ROLLING, MULCH WITH STRAW MULCH AT THE RATE OF 2 TONS PER ACRE.

G. SURFACE LAYER OF SOIL FOR SEEDED AREAS SHALL BE KEPT MOIST DURING GERMINATION PERIOD. WATER SEEDED AREAS TWICE FIRST WEEK TO MINIMUM DEPTH OF 6 INCHES WITH FINE SPRAY AND ONCE PER WEEK THEREAFTER AS NECESSARY TO SUPPLEMENT NATURAL RAIN TO EQUIVALENT OF 6 INCHES DEPTH.

H. CONTRACTOR TO REAPPLY SEED AS NECESSARY IN ORDER TO GET ALL SEEDED AREAS ESTABLISHED AS INTENDED.

6. LAWN MAINTENANCE:

A. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

B. WATER EVERY DAY FOR TEN (10) SUCCESSIVE DAYS, THEN WATER THREE (3) TIMES PER WEEK (AT EVEN INTERVALS) FOR TWO (2) ADDITIONAL WEEKS. ALL WATERING SHALL BE OF SUFFICIENT QUANTITY TO WET OR RESTORE WATER TO DEPTH OF FOUR (4) INCHES. CONTRACTOR TO DETERMINE IF SITE IS IN A DROUGHT RESTRICTION AREA AND MUST FOLLOW CITY/ COUNTY PROTOCOL IF ANY ARE IN PLACE.

T. CLEAN-UP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

U. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

V. MAINTENANCE (ALTERNATE BID ITEM)

1. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST PER MONTH BASIS.

W. GUARANTEE

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER.

2. THE LIFE AND SATISFACTORY CONDITION OF ALL OTHER PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF 90 CALENDAR DAYS, COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER.

3. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE GUARANTEE PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING", AT NO ADDITIONAL COST TO THE OWNER.

4. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTH PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

X. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE GUARANTEE PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR GUARANTEE (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

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L.A. No. 3128 Date 12/16/2022

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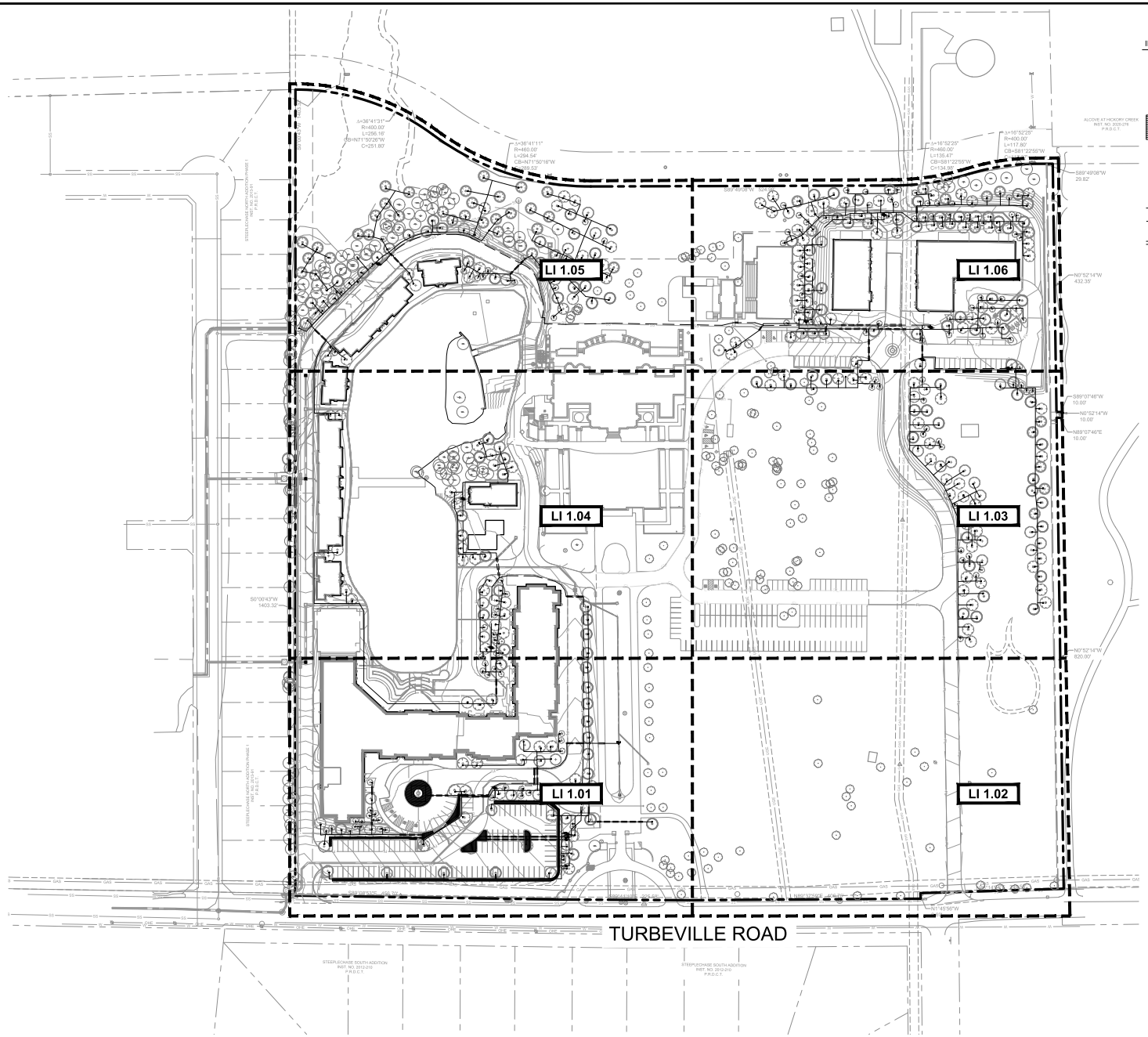
PLANTING SPECIFICATIONS

THE OLANA MANSION
DENTON COUNTY, TEXAS

DATE NOVEMBER 2022
PROJECT NO. 063217800
SHEET NUMBER LP 2.05



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IRRIGATION PLAN

THE OLANA MANSION

DENTON COUNTY, TEXAS

DATE: NOVEMBER 2022
PROJECT NO.: 063217800
SHEET NUMBER: LI 1.00

Plotted By:Gaplnski, Alysa (Horn) Date:December 16, 2022 12:03:48pm File Path:K:\FRI_Civil\063217800-Olana Hickory Creek\Landscape\Dwg\01 Permit-Code\Sheet\LI 1.00.dwg
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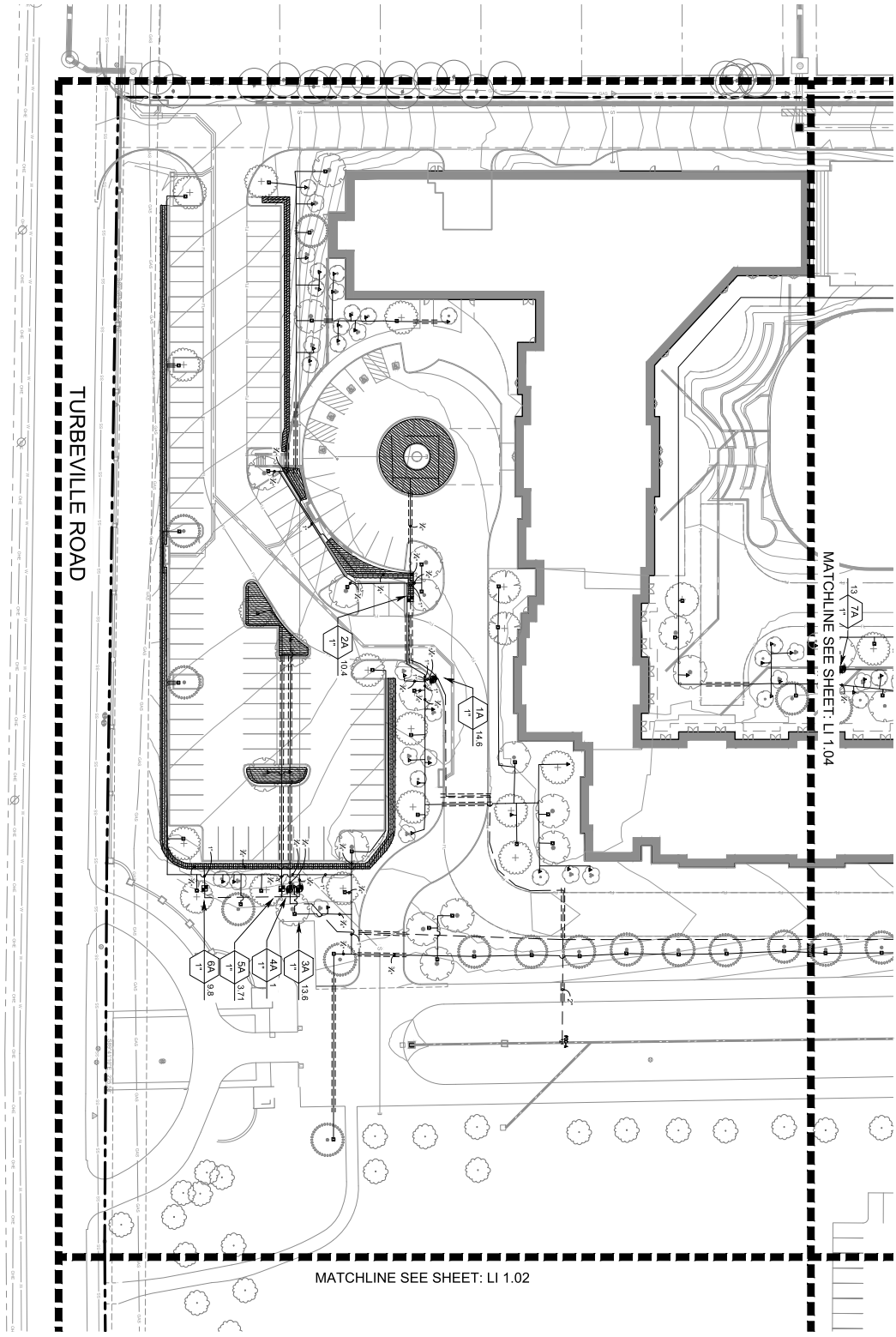

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DATE NOVEMBER 2022

PROJECT NO. 063217800

THE OLANA MANSION

DENTON COUNTY, TEXAS

IRRIGATION PLAN

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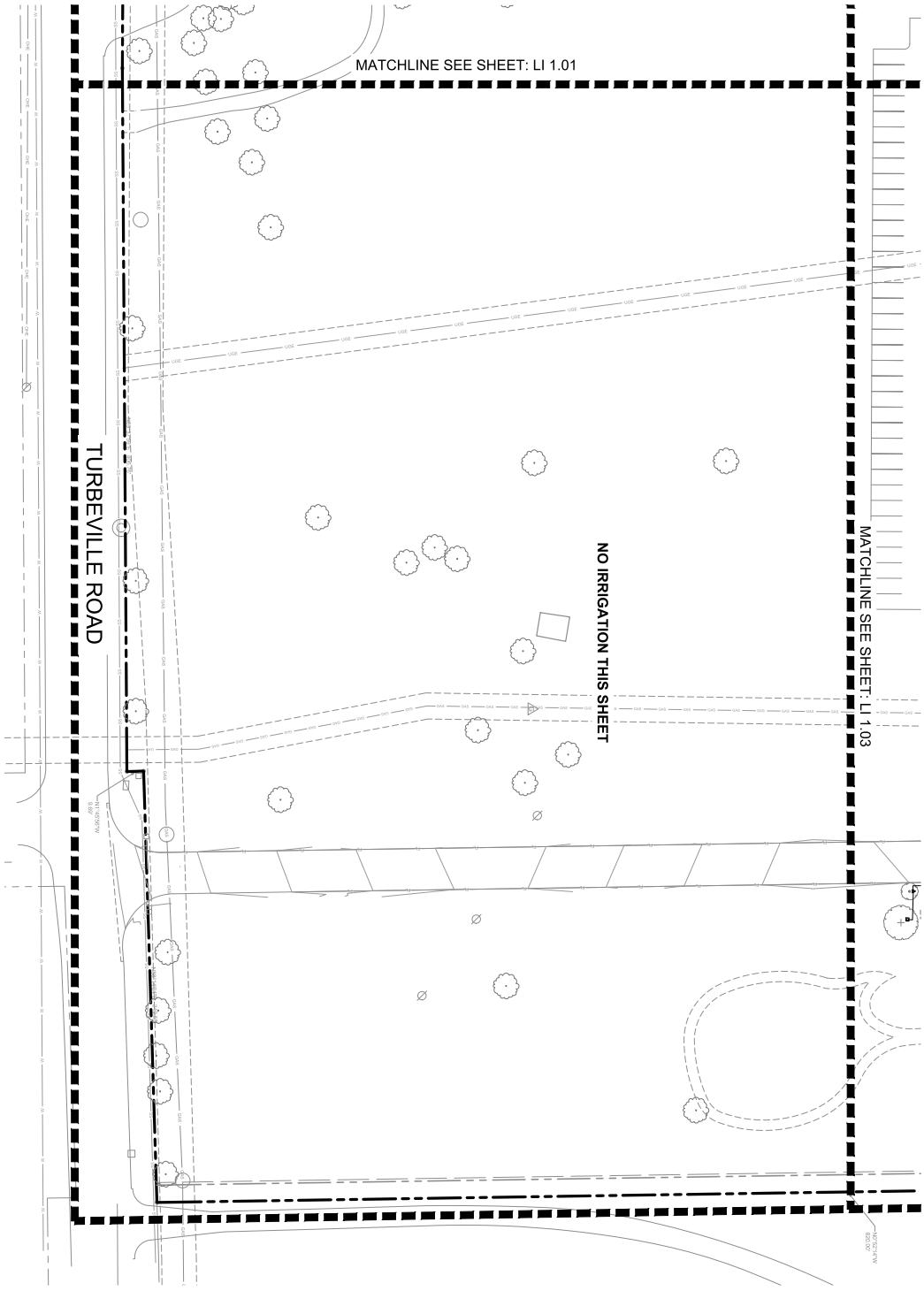

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DENTON COUNTY, TEXAS

IRRIGATION PLAN

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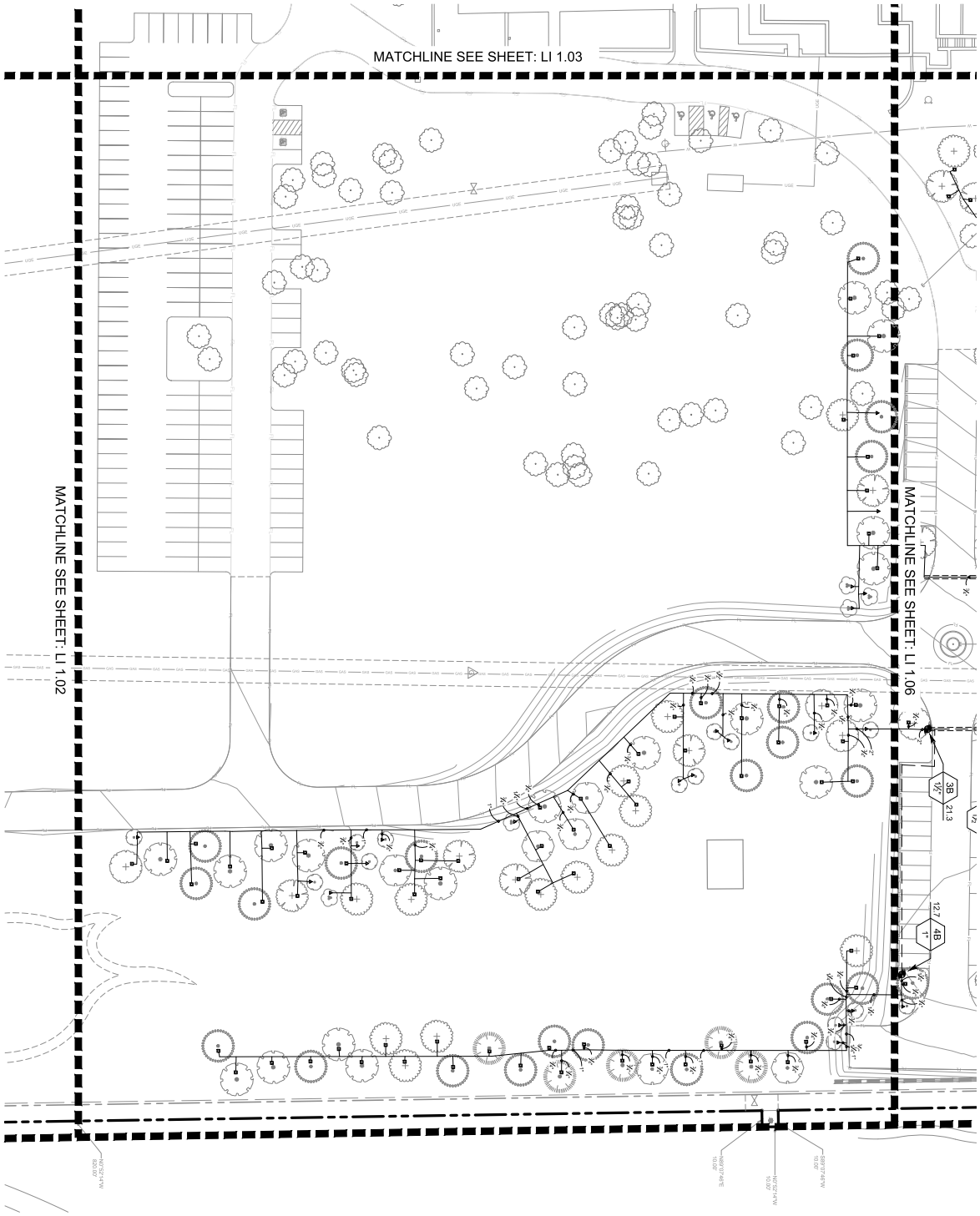

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NOVEMBER 2022
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DENTON COUNTY, TEXAS

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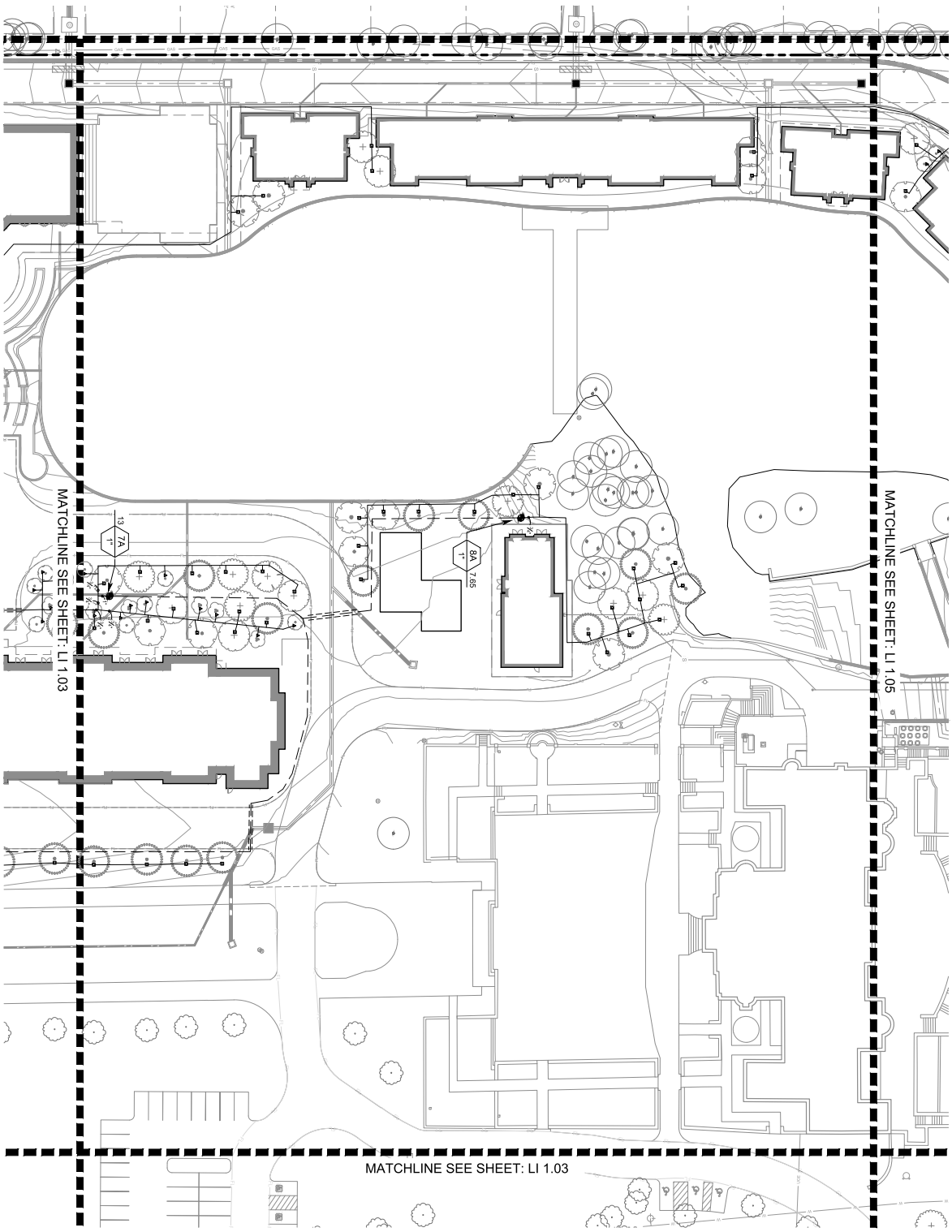

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DENTON COUNTY, TEXAS

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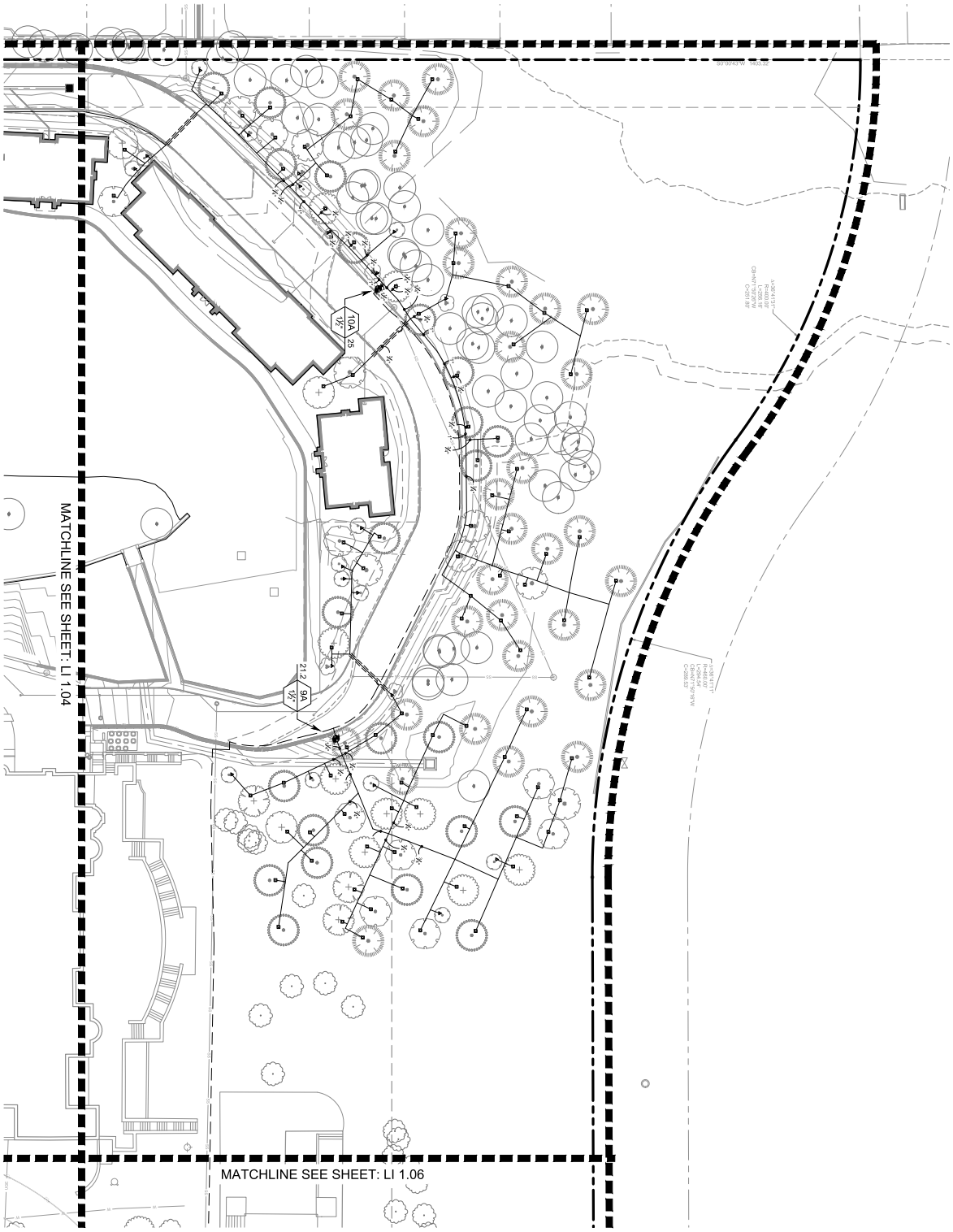

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THE OLANA MANSION
DENTON COUNTY, TEXAS

IRRIGATION PLAN

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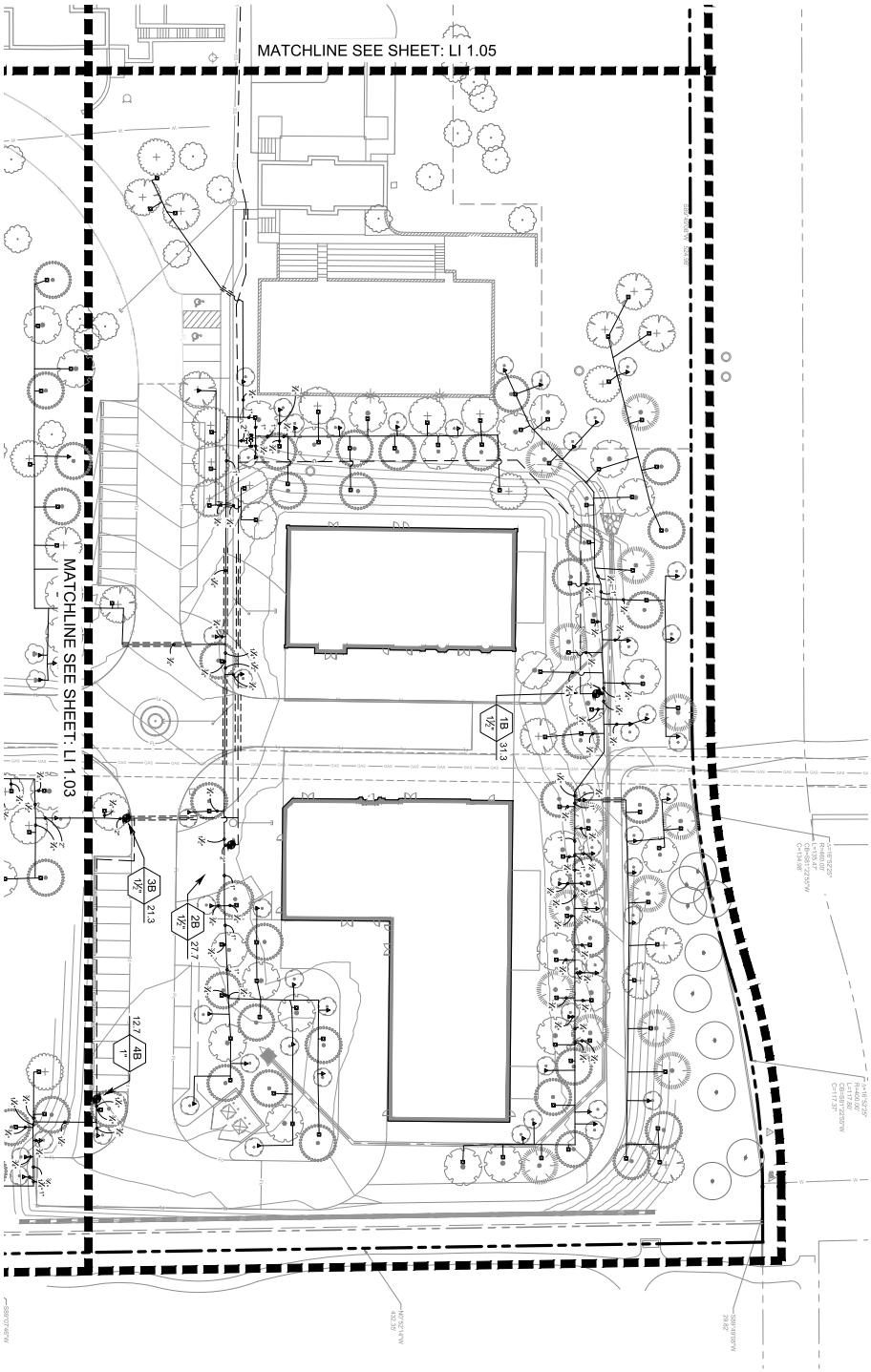

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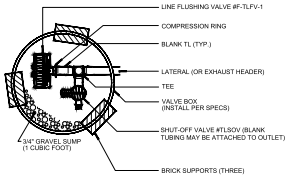

Line Flushing Valve (W/ Shut-off Valve) K

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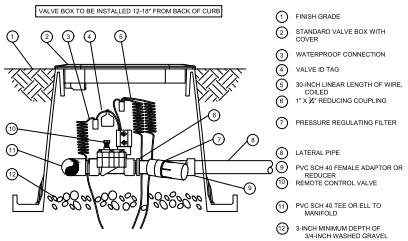

Drip Control Zone Kit H

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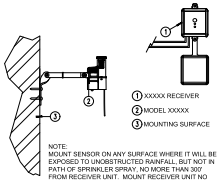
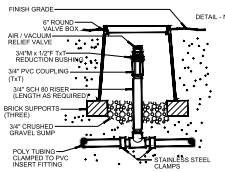


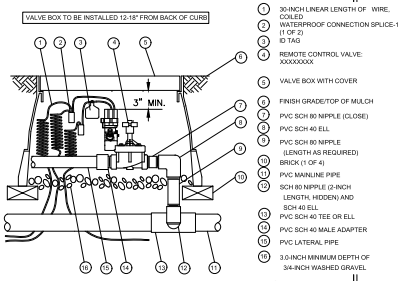
Wireless Rain/Freeze Sensor D

Scale: N.T.S.



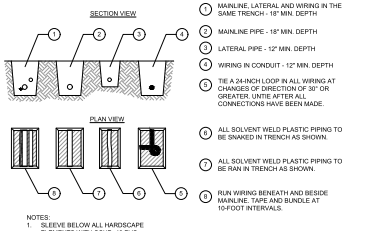
Air/Vacuum Relief (Plumbed to Poly) J

Scale: N.T.S.



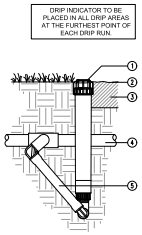
Electric Remote Control Valve G

Scale: N.T.S.



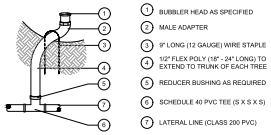
Pipe and Wire Trenching C

Scale: N.T.S.



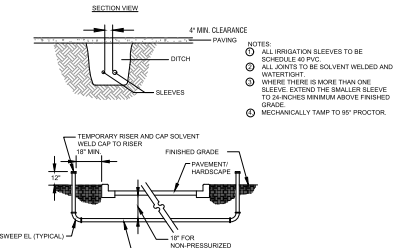
ECO INDICATOR - SWING JOINT M

Scale: N.T.S.



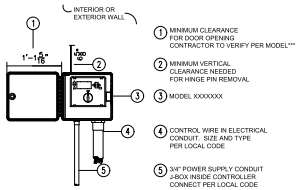
Bubbler Assembly F

Scale: N.T.S.



Sleeve Detail B

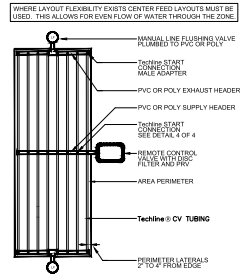
Scale: N.T.S.



NOTE
MOUNT CONTROLLER WITH LCD SCREEN AT EYE LEVEL.
CONTROLLER SHALL BE HARD-WIRED TO GROUNDED 110 or 220 VAC SOURCE.

Controller L

Scale: N.T.S.

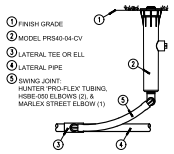


ALL BARBED FITTINGS TO UTILIZE EITHER STAINLESS STEEL HOSE CLAMPS, STEEL CRIMP, OR COMPRESSION RING.

TECHLINE CV-MAXIMUM LENGTH OF A SINGLE LATERAL (FEET)												
TECHLINE DRIPPER SPACING	12"				18"				24"			
DRIPPER FLOW RATE (GPH)	0.26	0.4	0.6	0.9	0.26	0.4	0.6	0.9	0.6	0.9		
INLET PRESSURE (PSI)												
20	331	242	190	144	468	344	270	204	342	260		
25	413	302	238	180	584	429	336	257	430	326		
35	518	380	299	227	737	540	426	323	542	412		
45	594	436	343	260	845	620	489	371	622	472		
55	655	480	378	287	932	684	539	410	686	522		
60	681	580	393	298	969	713	561	426	716	544		

Techline CV Center Feed Layout I

Scale: N.T.S.



MP Rotator Sprinkler E

Scale: N.T.S.

PVC PIPE SIZE	SOLVENT WELD SCH. 40 FITTINGS	BELL AND GASKET FITTINGS	SOCKETED PIPE
1/2"	2"	--	2"
3/4"	2"	--	2"
1"	2 1/2"	--	2 1/2"
1 1/4"	3"	--	3"
1 1/2"	3"	3"	3"
2"	4"	4"	4"
2 1/2"	6"	6"	6"
3"	6"	6"	6"
4"	8"	8"	8"

Sleeve Schedule A

Scale: N.T.S.

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TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
KENDELL PORTER
Lic. No. 136727 Date 12/16/2022

NO.	REVISIONS	DATE

SCALE: AS SHOWN
DESIGNED BY ALG
DRAWN BY ALG
CHECKED BY KLP

IRRIGATION DETAILS

THE OLANA MANSION
DENTON COUNTY, TEXAS

DATE
NOVEMBER 2022
PROJECT NO.
063217800
SHEET NUMBER
LI 3.01

Plotted By:Gajdaski, Alyea (Horn) Date:December 16, 2022 11:47:38am File Path:K:\FBL_Dal\063217800-Olana Hickory Creek\Landscape\Dwg\01 Permit--Code\Sheet\LI 3.00.dwg
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Plotted By: Gapinski, Alysa (Horn) Date: December 16, 2022 11:47:57am File Path: K:\FRI_Civil\063217800-Olana Hickory Creek\Landscape\Dwg\01 Permit-Code\Sheet\LI 3.00.dwg
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GENERAL IRRIGATION SPECIFICATIONS AND NOTES

A. EXTENT:

INCLUDES FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT FOR THE PROPER INSTALLATION OF THE IRRIGATION SYSTEM. THE WORK INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING: (1) TRENCHING AND BACKFILL, (2) AUTOMATICALLY CONTROLLED LOW VOLUME IRRIGATION SYSTEM, (3) TEST ALL SYSTEMS AND MAKE OPERATIVE, (4) "AS-BUILT" DRAWINGS.

B. GENERAL:

1. PERMITS AND FEES: OBTAIN ALL PERMITS AND PAY REQUIRED FEES TO ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE WORK. INSPECTIONS REQUIRED BY LOCAL ORDINANCES DURING THE COURSE OF CONSTRUCTION SHALL BE ARRANGED AS REQUIRED. ON COMPLETION OF THE WORK, SATISFACTORY EVIDENCE SHALL BE FURNISHED TO THE OWNER'S CONSTRUCTION REPRESENTATIVE TO SHOW THAT ALL WORK HAS BEEN INSTALLED IN ACCORDANCE WITH THE STATE AND LOCAL BUILDING/ PLUMBING CODE AND ALL OTHER CODE REQUIREMENTS.

2. APPROVAL: WHEREVER THE TERMS "APPROVE" OR "APPROVED" ARE USED IN THE SPECIFICATIONS, THEY SHALL MEAN THE APPROVAL OF THE OWNER'S CONSTRUCTION REPRESENTATIVE IN WRITING.

3. BEFORE ANY WORK IS STARTED, A CONFERENCE SHALL BE HELD BETWEEN THE CONTRACTOR AND THE OWNER'S CONSTRUCTION REPRESENTATIVE CONCERNING THE WORK UNDER THIS CONTRACT.

4. COORDINATION: COORDINATE AND COOPERATE WITH OTHER CONTRACTORS TO ENABLE THE WORK TO PROCEED AS RAPIDLY AND EFFICIENTLY AS POSSIBLE

5. INSPECTION OF SITE:

A. CONTRACTOR SHALL ACQUAINT THEMSELVES WITH ALL SITE CONDITIONS. SUBMISSION OF THEIR PROPOSAL SHALL BE CONSIDERED EVIDENCE THAT THE EXAMINATION HAS BEEN CONDUCTED. SHOULD UTILITIES NOT SHOWN ON THE PLANS BE FOUND DURING EXCAVATIONS, CONTRACTOR SHALL PROMPTLY NOTIFY THE OWNER'S CONSTRUCTION REPRESENTATIVE FOR INSTRUCTIONS AS TO FURTHER ACTION. FAILURE TO DO SO WILL MAKE CONTRACTOR LIABLE FOR ANY AND ALL DAMAGE THERETO ARISING FROM HIS OPERATIONS SUBSEQUENT TO DISCOVERY OF SUCH UTILITIES NOT SHOWN IN PLANS.

B. CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS IN THE LAYOUT AS MAY BE REQUIRED TO CONNECT TO EXISTING STUBOUTS, SHOULD SUCH STUBS NOT BE LOCATED EXACTLY AS SHOWN, AND AS MAY BE REQUIRED TO WORK AROUND EXISTING WORK AT NO INCREASE IN COST TO THE OWNER'S CONSTRUCTION REPRESENTATIVE.

6. PROTECTION OF EXISTING PLANTS AND SITE CONDITIONS: THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT SITE CONDITIONS TO REMAIN. SHOULD DAMAGE BE INCURRED, THE CONTRACTOR SHALL REPAIR THE DAMAGE TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

7. THE OWNER RESERVES THE RIGHT TO SUBSTITUTE, ADD, OR DELETE ANY MATERIAL OR WORK AS THE WORK PROGRESSES. ADJUSTMENTS TO THE CONTRACT PRICE SHALL BE NEGOTIATED IF DEEMED NECESSARY BY THE OWNER ON A PER DIEM BASIS.

8. THE OWNER RESERVES THE RIGHT TO REJECT MATERIAL OR WORK WHICH DOES NOT CONFORM TO THE CONTRACT DOCUMENTS. REJECTED WORK SHALL BE REMOVED OR CORRECTED AT THE EARLIEST TIME POSSIBLE.

9. WORK SCHEDULE: WITHIN 10 DAYS AFTER AWARD OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT TO THE OWNER A WORK SCHEDULE.

10. "AS-BUILT" IRRIGATION DRAWINGS: PREPARE AN "AS-BUILT" DRAWING ON A FULL-SIZE PLAN SET WHICH SHALL SHOW DEVIATIONS FROM THE BID DOCUMENTS MADE DURING CONSTRUCTION AFFECTING THE MAIN LINE PIPE, CONTROLLER LOCATIONS, REMOTE CONTROL VALVES AND QUICK COUPLING VALVES. THE DRAWINGS SHALL ALSO INDICATE AND SHOW APPROVED SUBSTITUTIONS OF SIZE, MATERIAL AND MANUFACTURERS NAME AND CATALOG NAME AND CATALOG NUMBER. THE DRAWINGS SHALL BE DELIVERED TO THE TENANT'S CONSTRUCTION REPRESENTATIVE BEFORE FINAL ACCEPTANCE OF WORK

11. FINAL ACCEPTANCE: FINAL ACCEPTANCE OF THE WORK MAY BE OBTAINED FROM THE OWNER'S CONSTRUCTION REPRESENTATIVE UPON THE SATISFACTORY COMPLETION OF ALL WORK.

12. GUARANTEE: ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF ACCEPTANCE AGAINST ALL DEFECTS IN MATERIAL, EQUIPMENT AND WORKMANSHIP. GUARANTEE SHALL ALSO COVER REPAIR OF DAMAGE TO ANY PART OF THE PREMISES RESULTING FROM LEAKS OR OTHER DEFECTS IN MATERIAL, EQUIPMENT AND WORKMANSHIP TO THE SATISFACTION OF THE TENANT'S CONSTRUCTION REPRESENTATIVE. REPAIRS, IF REQUIRED, SHALL BE DONE PROMPTLY AT NO COST TO THE OWNER.

13. A LAMINATED PLAN (8 1/2 X 11) SHOWING THE DIFFERENT IRRIGATION ZONES IN COLOR, PREPARED BY THE IRRIGATION CONTRACTOR, SHALL BE POSTED IN THE MECHANICAL ROOM OR WITHIN CONTROLLER CABINET.

C. MATERIALS:

1. GENERAL: ALL MATERIALS THROUGHOUT THE SYSTEM SHALL BE NEW AND IN PERFECT CONDITION.

2. PLASTIC PIPING: ALL MAIN LINES AND LATERAL LINES SHALL BE CLASS 200 POLYVINYL CHLORIDE (PVC) PIPE AND SHALL COMPLY WITH ONE OF THE FOLLOWING STANDARDS: ASTM D 1785, ASTM D-2241, AWWA C-900, OR AWWA C-905. SDR-PR PIPE SHALL HAVE A MINIMUM WALL THICKNESS AS REQUIRED BY SDR-26. PVC GASKETS FITTINGS SHALL CONFORMING TO ASTM D 3139. GASKETS SHALL CONFORM TO ASTM F 477. SOLVENT-WELD PVC FITTINGS SHALL MEET THE REQUIREMENTS OF SCHEDULE 40 AS SET FORTH IN ASTM D 2466. THREADED PVC PIPE FITTINGS SHALL MEET THE REQUIREMENTS OF SCHEDULE 40 AS SET FORTH IN ASTM D 2464. CONFORMING TO ASTM D-1784 AND D-2241

3. PLASTIC FITTINGS: ALL SOLVENT-WELD PVC FITTINGS SHALL MEET THE REQUIREMENTS OF SCHEDULE 40 AS SET FORTH IN ASTM D 2466. SCHEDULE 40 SOLVENT-WELD, POLYVINYL CHLORIDE (PVC) STANDARD WEIGHT AS MANUFACTURED BY SLOANE, LASCO, OR APPROVED EQUAL.

4. SOLVENT CEMENT: PVC CEMENT SHALL MEET ASTM D 2564 AND PVC CLEANER-TYPE SHALL MEET ASTM F 656.

5. SPRINKLER HEAD RISERS: SCHEDULE 40 PVC FOR RISERS. PIPE SHALL BE CUT WITH A STANDARD PIPE CUTTING TOOL WITH SHARP CUTTERS. REAM ONLY TO FULL DIAMETER OF PIPE AND CLEAN ALL ROUGH EDGES OR BURRS. CUT ALL THREADS ACCURATELY WITH SHARP DIES. NOT MORE THAN THREE(3) FULL THREADS SHALL SHOW BEYOND FITTINGS WHEN PIPE IS MADE UP. ASSEMBLIES SHALL BE AS DETAILED.

6. AUTOMATIC CONTROLLER: SEE LEGEND

7. REMOTE CONTROL VALVES: SEE LEGEND

8. CONTROL WIRING: CONVENTIONAL SYSTEMS TO USE 24 VOLT SOLID UL APPROVED FOR DIRECT BURIAL IN GROUND. MINIMUM WIRE SIZE: 14 GAUGE. ALL SPLICES SHALL BE MADE WITHIN VALVE BOX. TWO-WIRE SYSTEMS TO UTILIZE CONTROL WIRING PER MANUFACTURER STANDARDS.

9. SLEEVES FOR CONTROL WIRING: UNDER ALL WALKS AND PAVED AREAS AND WHERE INDICATED ON DRAWINGS. MINIMUM PVC SCHEDULE 40 PLASTIC PIPE.

10. SPRINKLER HEADS/ DRIP LINE: SEE LEGEND

11. QUICK COUPLING VALVES: SHALL BE NOTED ON DRAWINGS.

D. WORKMANSHIP:

1. LAY OUT WORK AS ACCURATELY AS POSSIBLE TO THE DRAWINGS. THE DRAWINGS, THOUGH CAREFULLY DRAWN, ARE GENERALLY DIAGRAMMATIC TO THE EXTENT THAT SWING JOINTS, OFFSETS, AND ALL FITTINGS ARE NOT SHOWN.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULL AND COMPLETE COVERAGE OF ALL IRRIGATED AREAS AND SHALL MAKE ANY NECESSARY MINOR ADJUSTMENTS AT NO ADDITIONAL COST TO THE OWNER'S CONSTRUCTION REPRESENTATIVE.

3. ANY MAJOR REVISIONS TO THE IRRIGATION SYSTEM MUST BE SUBMITTED AND ANSWERED IN WRITTEN FORM, ALONG WITH ANY CHANGE IN CONTRACT PRICE.

E. INSTALLATION:

1. EXCAVATION AND TRENCHING:

A. PERFORM ALL EXCAVATIONS AS REQUIRED FOR THE INSTALLATION OF THE WORK INCLUDING UNDER THIS SECTION, INCLUDING SHORING OF EARTH BANKS TO PREVENT CAVE-INS. RESTORE ALL SURFACES, EXISTING UNDERGROUND INSTALLATIONS, ETC., DAMAGED OR CUT AS A RESULT OF THE EXCAVATIONS TO AND IN A MANNER APPROVED BY THE OWNER.

B. TRENCHES SHALL BE MADE WIDE ENOUGH TO ALLOW A MINIMUM OF 6 INCHES BETWEEN PARALLEL PIPE LINES. TRENCHES FOR PIPE LINES SHALL BE MADE OF SUFFICIENT DEPTHS TO PROVIDE THE MINIMUM COVER FROM FINISH GRADE AS FOLLOWS:

1) 24" MINIMUM BELOW BOTTOM PAVEMENT PER SLEEVING INSTALLATION DETAIL FOR MAIN LINE.18" MINIMUM FOR NON-PRESSURIZED LATERALS.

2) MINIMUM COVER OVER IRRIGATION LINES TO HEADS/ DRIPLINE EXCEPT VEHICLE TRAFFIC AREAS ARE AS FOLLOWS:

12" COVER OVER LATERALS
18" COVER OVER MAINLINE

C. MAINTAIN ALL WARNING SIGNS, SHORING, BARRICADES, FLARES AND RED LANTERNS AS REQUIRED BY THE SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY AND LOCAL ORDINANCES.

2. PIPE LINE ASSEMBLY:

A. INSTALL REMOTE CONTROL VALVES WHERE SHOWN AND GROUP TOGETHER WHERE PRACTICAL, PLACE NO CLOSER THAN 12-18 INCHES TO WALK EDGES, WALLS, AND OTHER PAVEMENTS. PLACE A MINIMUM OF 24" FROM BUILDINGS.

B. PLASTIC PIPE AND FITTINGS SHALL BE SOLVENT WELDED USING SOLVENTS AND METHODS RECOMMENDED BY MANUFACTURER OF THE PIPE, EXCEPT WHERE SCREWED CONNECTIONS ARE REQUIRED. PIPE AND FITTINGS SHALL BE THOROUGHLY CLEANED OF DIRT, DUST AND MOISTURE BEFORE APPLYING SOLVENT WITH A NON-SYNTHETIC BRISTLE BRUSH.

C. PIPE MAY BE ASSEMBLED AND WELDED ON THE SURFACE. SNAKE PIPE FROM SIDE TO SIDE OF TRENCH BOTTOM TO ALLOW FOR EXPANSION AND CONTRACTION.

D. MAKE ALL CONNECTIONS BETWEEN PLASTIC PIPE AND METAL VALVES OR STEEL PIPE WITH THREADED FITTINGS USING PLASTIC MALE ADAPTERS.

E. JOINTS:
1. PIPE SIZES 2 1/2 INCH OR SMALLER SHALL HAVE BELL AND SOCKET JOINTS.
2. PIPE SIZES LARGER THAN 2 1/2 INCH SHALL HAVE SNAP CONNECTIONS WITH RUBBER GASKET JOINTS.
3. THRUST BLOCKING SHALL BE REQUIRED WHEN PIPE SIZE IS 4" OR GREATER.

3. SPRINKLER HEADS/ DRIPLINE:

A. INSTALL ALL SPRINKLERS/ DRIPLINE AS DETAILED ON DRAWINGS.

B. DO NOT SCALE PLANS FOR EXACT HEAD LOCATION.

4. CLOSING OF PIPE AND FLUSHING LINES:

A. CAP OR PLUG ALL OPENINGS AS SOON AS LINES HAVE BEEN INSTALLED TO PREVENT THE ENTRANCE OF MATERIALS THAT WOULD OBSTRUCT THE PIPE. LEAVE IN PLACE UNTIL REMOVAL IS NECESSARY FOR COMPLETION OF INSTALLATION.

B. THOROUGHLY FLUSH OUT ALL WATER LINES BEFORE INSTALLING HEADS, DRIPLINE, VALVES AND OTHER HYDRANTS.

C. TEST IN ACCORDANCE WITH PARAGRAPH ON HYDROSTATIC TESTS.

D. UPON COMPLETION OF THE TESTING, THE CONTRACTOR SHALL COMPLETE ASSEMBLY AND ADJUST SPRINKLER HEADS FOR PROPER DISTRIBUTION.

5. INSPECTIONS:

A. SPRINKLER/ DRIPLINE LAYOUT AND SPACING INSPECTION: VERIFICATION THAT THE IRRIGATION DESIGN IS ACCURATELY INSTALLED IN THE FIELD. IT WILL ALSO PROVIDE FOR ALTERATION OR MODIFICATION OF THE SYSTEM TO MEET FIELD CONDITIONS. SPACING SHOULD BE WITHIN 5% OF THE DESIGN SPACING.

B. PIPE INSTALLATION DEPTH INSPECTION: ALL PIPES IN THE SYSTEM SHALL BE INSTALLED TO DEPTHS AS PREVIOUSLY DESCRIBED IN SECTION 'E' OF THESE SPECIFICATIONS.

C. OPEN TRENCH INSPECTION: THE TRENCH AND ALL JOINTS AND EVERY TRANSITION IN PIPE SIZE, WILL BE OPEN WHERE OPEN TRENCH INSPECTION IS REQUIRED.

D. INSPECTIONS WILL BE PERFORMED THROUGHOUT THE DURATION OF THE INSTALLATION. INSPECTION MAY BE MADE BY THE GOVERNING AGENCY/ OWNER TO ENSURE COMPLIANCE WITH DESIGN INTENT, SPECIFICATIONS, AND THE IRRIGATION CODES.

6. HYDROSTATIC TESTS:

A. REQUEST THE PRESENCE OF THE OWNER AND/OR OWNERS REPRESENTATIVE IN WRITING AT LEAST 48 HOURS IN ADVANCE OF TESTING.

B. TESTING TO BE ACCOMPLISHED AT THE EXPENSE OF THE CONTRACTOR AND IN THE PRESENCE OF THE OWNER.

C. CENTER LOAD PIPING WITH SMALL AMOUNT OF BACKFILL TO PREVENT ARCHING OR SLIPPING UNDER PRESSURE.

D. APPLYING A CONTINUOUS AND STATIC WATER PRESSURE OF 125 PSI WHEN WELDED PLASTIC JOINTS HAVE CURED AT LEAST 3 HOURS AND WITH THE RISERS CAPPED AS FOLLOWS:

1) MAIN LINES AND SUBMAINS TO BE TESTED FOR 2 HOURS.
2) NO PRESSURE LOSS IS ALLOWED FOR SOLVENT WELD MAINLINE/ PIPE.

E. FOR PVC AND O-RING GASKET PIPE THE ALLOWABLE LEAKAGE SHALL NOT EXCEED THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FOLLOWING FORMULA:

$$L = NPD^{1/2} / 1{,}850$$

IN WHICH: L=ALLOWABLE LEAKAGE, IN GALLONS PER HOUR
N=NUMBER OF JOINTS
D=PIPE DIAMETER IN INCHES
P=AVERAGE TEST PRESSURE IN PSI GAUGE

F. REPAIR LEAKS RESULTING FROM TESTS.

7. AUTOMATIC CONTROLLERS:

A. CONNECT REMOTE CONTROL VALVES TO CONTROLLER IN A CLOCKWISE SEQUENCE TO CORRESPOND WITH STATION SETTING BEGINNING WITH STATIONS 1, 2, 3, ETC.

8. AUTOMATIC CONTROL WIRING:

A. INSTALL CONTROL WIRING, SPRINKLER MAINS AND LATERALS IN COMMON TRENCHES WHEREVER POSSIBLE.

B. INSTALL CONTROL WIRES AT LEAST 18" BELOW FINISHED GRADE AND SNAKE WIRE SIDE TO SIDE IN TRENCH BELOW MAIN LINE. EXPANSION CURLS SHALL BE PROVIDED WITHIN THREE (3') FEET OF EACH WIRE CONNECTION TO SOLENOID AND AT LEAST EVERY THREE HUNDRED (300') FEET IN LENGTH. (EXPANSION CURLS ARE FORMED BY WRAPPING AT LEAST FIVE (5) TURNS OF WIRE AROUND A ROD OR PIPE 1" OR MORE IN DIAMETER, THEN WITHDRAWING THE ROD).

C. CONTROL WIRE SPLICES WILL BE ALLOWED ONLY RUNS OVER 1000 FT. CONNECTIONS SHALL BE IN VALVE BOX AND LOCATION TO BE SHOWN ON AS-BUILT PLANS.

D. ALL WIRING PASSING UNDER EXISTING OR FUTURE PAVING, CONSTRUCTION, ETC., SHALL BE ENCASED IN PLASTIC OR GALVANIZED STEEL CONDUIT EXTENDING AT LEAST 24" BEYOND EDGES OF PAVING OR CONSTRUCTION.

E. CONTRACTOR SHALL RUN TWO SPARE WIRES IN EACH DIRECTION FROM CONTROLLER TO FARTHEST VALVE TO SERVE AS BACKUP WIRES.

9. BACKFILL AND COMPACTING:

A. AFTER SYSTEM IS OPERATING AND REQUIRED TESTS AND INSPECTIONS HAVE BEEN MADE, BACKFILL EXCAVATIONS AND TRENCHES WITH CLEAN SOIL, FREE OF RUBBISH. INITIAL BACKFILL MATERIAL TO 6 INCHES ABOVE THE TOP OF PIPE SHALL BE FREE OF ROCKS OR STONES LARGER THAN ONE INCH IN DIAMETER FINAL BACKFILL MATERIAL SHALL BE FREE OF ROCKS OR STONES LARGER THAN 3 INCHES IN DIAMETER.

B. BACKFILL FOR ALL TRENCHES, REGARDLESS OF THE TYPE OF PIPE COVERED, SHALL BE COMPACTED TO MINIMUM 90% DENSITY.

C. COMPACT TRENCHES IN AREAS TO BE PLANTED BY THOROUGHLY FLOODING THE BACKFILL. JETTING PROCESS MAY BE USED IN THOSE AREAS.

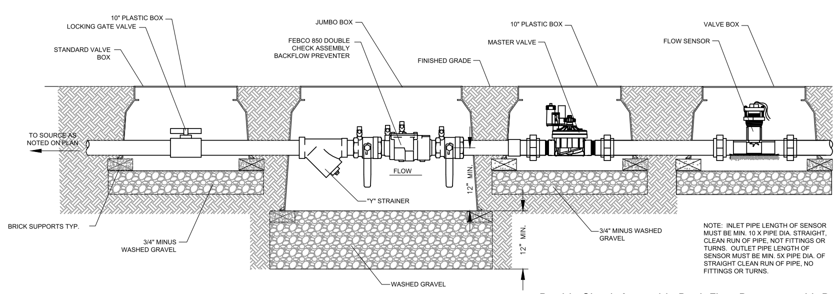
D. DRESS OFF ALL AREAS TO FINISH GRADES.

10. PROTECTIVE RADIUS OF EXISTING TREES:

A. AN AUGER IS TO BE USED TO TUNNEL UNDER EXISTING TREES IF IRRIGATION IS INSTALLED WITHIN THE PROTECTIVE RADIUS OF EXISTING TREES AND ONLY IF THERE IS NO OTHER OPTION OR TO DO SO CREATES AN UNREASONABLE HARDSHIP.

F. CLEAN-UP:

1. REMOVE FROM THE SITE ALL DEBRIS RESULTING FROM WORK OF THIS SECTION.



Double Check Assembly Back Flow Preventer with Point of Connection

Scale: N.T.S.

A

No.	REVISIONS	DATE

Kimley»Horn
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Kimley»Horn
L.I. KENZIE L. PORTER
L.I. No. 0026724 Date 12/16/2022

SCALE AS SHOWN
DESIGNED BY ALG
DRAWN BY ALG
CHECKED BY KLP

IRRIGATION DETAILS AND SPECIFICATIONS

THE OLANA MANSION
DENTON COUNTY, TEXAS

DATE
NOVEMBER 2022

PROJECT NO.
063217800

SHEET NUMBER
LI 3.02