



**NOTICE OF  
REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, MARCH 28, 2022, 5:45 PM**

**AGENDA**

**Call to Order**

**Roll Call**

**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.

1. Receive legal advice concerning a public hearing regarding a request from David Palmer on behalf of the Weitzman Group to change the zoning description from C-1 Commercial to Planned Development on an 11.890 acre tract of land in the J.W. Simmons Survey, Abstract No. A1163A in the Town of Hickory Creek, Denton County Texas, and being legally described as part of the following tracts: Tract 34A, Tract 34C, Tract 35A (pt), and Tract 35A (2) and an ordinance for the same. The property is located between the 1000 block of Hickory Creek Boulevard and the 8300 block of Stemmons Freeway.
2. Receive legal advice concerning a preliminary plat of Jefferson Hickory Creek Lots 1 and 2, 13.6211 acres in the J.W. Simmons Survey, Abstract No. 1163, Town of Hickory Creek, Denton County Texas.

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

**Invocation**

**Presentation of Awards**

3. Salvation Army Mayors Red Kettle Challenge
4. Ceremonial Oath of Office and Presentation of Badge to Investigator Matti Loughry
5. Police Department

## **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 salutory 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.

- [6.](#) January 2022 Council Meeting Minutes
- [7.](#) January 2022 Financial Statements
- [8.](#) February 2022 Financial Statements
- [9.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek declaring unopposed candidates in the May 7, 2022, general town election; providing for declaration of office; providing for cancellation.
- [10.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek, Texas and Steeplechase North HOA concerning the purchase of real property.
- [11.](#) 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.
- [12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. for the TCEQ MS4 Permit Annual Report.
- [13.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek, Texas and CloudGavel, LLC. concerning electronic warrant service.

## **Regular Agenda**

- [14.](#) Conduct a public hearing regarding a request from David Palmer on behalf of the Weitzman Group to change the zoning description from C-1 Commercial to Planned Development on an 11.890 acre tract of land in the J.W. Simmons Survey, Abstract No. A1163A in the Town of Hickory Creek, Denton County Texas, and being legally described as part of the following tracts: Tract 34A, Tract 34C, Tract 35A (pt), and Tract 35A (2) and consider and act on an ordinance for the same. The property is located between the 1000 block of Hickory Creek Boulevard and the 8300 block of Stemmons Freeway.
- [15.](#) Consider and act on a preliminary plat of Jefferson Hickory Creek Lots 1 and 2, 13.6211 acres in the J.W. Simmons Survey, Abstract No. 1163, Town of Hickory Creek, Denton County Texas.
- [16.](#) Conduct a public hearing regarding an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 14 Zoning, Article VII SF-1 Residential District, Section 3 Area Regulations; amending Chapter 14 Zoning, Article VIII SF-2 Residential District, Section 3 Area Regulations; amending Chapter 14 Zoning, Article IX SF-3 Residential District, Section 3 Area Regulations; amending Chapter 14 Zoning, Article X TH-1 Townhouse District, Section 3 Area Regulations; amending Chapter 14 Zoning, Article XII.5 GMH Garth Addition Mobile Home Single-Family Residential, Section 2 Area Regulations and consider and act on an ordinance for the same.
- [17.](#) Consider and act on a final plat of Lots 5R-1, 5R-2, 5R-3, 5R-4 and 1X, Ventana Addition, 0.492 acres in the J.W. Simmons Survey, Abstract No. 1163, Town of Hickory Creek, Denton County Texas. The lots are located on Northfield Drive.
- [18.](#) Consider and act on a site and landscape plan for Lots 5R-1, 5R-2, 5R-3, 5R-4 and 1X, Ventana Addition, 0.492 acres in the J.W. Simmons Survey, Abstract No. 1163, Town of Hickory Creek, Denton County Texas. The lots are located on Northfield Drive.
- [19.](#) Consider and act on a resolution of the Town of Hickory Creek, Texas authorizing the issuance of a water well drilling permit for 738 Main Street, Hickory Creek, Texas.
- [20.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 1: General Provisions, Article 1.10, Parks and Recreation; amending Article A2.500, Commercial Use of Boat Ramps; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances.
- [21.](#) 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.
- [22.](#) Consider and act on a preliminary plat of The Olana at Hickory Creek, Lot 1, Block 1, 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The property is located at 1851 Turbeville Road.
- [23.](#) Consider and act on a site and landscape plan for The Olana at Hickory Creek, Lot 1, Block 1, 38.8780 acres, H.H. Swisher Survey, Abstract No. 1220, Town of Hickory Creek, Denton County, Texas. The property is located at 1851 Turbeville Road.
- [24.](#) Consider and act on approval of the Hickory Creek Police Department Annual Racial Profiling Report for 2021.

25. Discussion regarding annual awards.
26. Discussion regarding a park within Glenview Subdivision.

### **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 551.072**

Deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

27. Deliberate the purchase, exchange, lease or value of real property located generally in northwest Hickory Creek.

#### **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.

28. Economic development agreement related to property located at 1851 Turbeville Road.

### **Reconvene into Open Session**

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

### **Future Agenda Items**

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

### **Adjournment**

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



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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on March 23, 2022 at 4:30 p.m.

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

Kristi Rogers, Town Secretary  
Town of Hickory Creek

**REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN, HICKORY CREEK, TEXAS  
MONDAY, JANUARY 24, 2022**

**MINUTES**

**Call to Order**

Mayor Pro Tem Kenney called the meeting to order at 6:00 p.m.

**Roll Call**

The following members were present:

Councilmember Randy Gibbons  
Councilmember Richard DuPree  
Councilmember Chris Gordon  
Mayor Pro Tem Paul Kenney  
Councilmember Ian Theodore

The following member was absent:

Mayor Lynn Clark

Also in attendance:

John M. Smith, Jr., Town Administrator  
Kristi K. Rogers, Town Secretary  
Carey Dunn, Chief of Police  
Trey Sargent, Town Attorney

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

Mayor Pro Tem Kenney led the Pledge of Allegiance to the U.S. and Texas Flags.

**Invocation**

Councilmember Gibbons gave the invocation.

**Presentation of Awards**

1. Salvation Army Mayors Red Kettle Challenge

Salvation Army Mayors Red Kettle Challenge was not presented.

2. Ceremonial Oath of Office and Presentation of Badge to Sergeant William Townsend

Chief Dunn administered an Oath of Office to Sergeant William Townsend. The badge was presented to his wife for pinning.

**Items of Community Interest**

Mardi Gras Celebration will be held on Friday, February 25, 2022 at Lake Dallas City Hall from 5:00 p.m. to 9:00 p.m.

The animal shelter received a generous donation in the amount of \$2,020.

Chief Dunn introduced Officer Rachel Haynes who will serve as a reserve police officer.

A joint council session will be held on January 26, 2022 at 6:00 p.m. with the Town of Hickory Creek, City of Corinth, City of Lake Dallas and Town of Shady Shores regarding broadband services.

### **Public Comment**

There were no speakers for public comment.

### **Consent Agenda**

3. December 2021 Council Meeting Minutes
4. December 2021 Financial Statements
5. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas ordering an election to be held on May 7, 2022 for the purpose of electing a Mayor and Town Council Members to Place 2 and Place 4.

Motion made by Councilmember Gordon to approve consent agenda items 3-5 as presented, Seconded by Councilmember Theodore.

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

### **Regular Agenda**

6. Consider and act on bids submitted for BID# 2022-01, Sycamore Bend Road.

Lee Williams, Halff Engineering, provided comments and answered questions from the town council. Halff Engineering reviewed the qualifications and references of the two apparent low bidders, DDM Construction Corporation and McMahon Contracting, LP. Based on references received regarding the contractors, McMahon Contracting should be awarded the bid.

Motion made by Councilmember Gordon to award BID# 2022-01, Sycamore Bend Road to McMahon Contracting in amount not to exceed \$4,019,000, Seconded by Councilmember DuPree.

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

7. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 1: General Provisions, Article 1.10, Parks and Recreation; Section 1.10.006, Fees for use; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances.

**Town of Hickory Creek**

**January 24, 2022**

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Motion made by Councilmember Theodore to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending Chapter 1: General Provisions, Article 1.10, Parks and Recreation; Section 1.10.006, Fees for Use; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances, Seconded by Councilmember Gordon.

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

8. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, by creating Chapter 15, Short Term Rentals.

Motion made by Councilmember Gordon to approve an ordinance of the Town Council of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, by creating Chapter 15, Short Term Rentals, Seconded by Councilmember Gibbons. Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

9. 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.

Motion made by Councilmember Gibbons to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, adopting a master application and fee schedule, Seconded by Councilmember Theodore.

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

10. Consider and act on an appeal from the decision of the designated representative for a variance of Section 13.03.075 of the Town's Code of Ordinances adopting Title 30 Texas Administrative Code Chapter 285 regarding residential lot sizing. The legal description of the property is Harbor Grove Estates 1 BLK C Lot 15.

Motion made by Councilmember Theodore to approve a variance of Section 13.03.075 of the Town's Code of Ordinances adopting Title 30 Texas Administrative Code Chapter 285 regarding residential lot sizing. The legal description of the property is Harbor Grove Estates 1 BLK C Lot 15, Seconded by Councilmember DuPree.

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

11. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek, Texas, the City of Corinth, the City of Lake Dallas and the Town of Shady Shores, Texas concerning legal services in support of current broadband service provider evaluations.

**Town of Hickory Creek**

**January 24, 2022**

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Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek, Texas, the City of Corinth, the City of Lake Dallas and the Town of Shady Shores, Texas concerning legal services in support of current broadband service provider evaluations, Seconded by Councilmember DuPree.

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

12. Presentation of the 2020-2021 Fiscal Year Audit from Carl Deaton of Hankins, Eastup, Deaton, Tonn & Seay.

Carl Deaton of Hankins, Eastup, Deaton, Tonn & Seay presented the audited financial statements for the fiscal year ending September 30, 2021. The assets and deferred outflows of resources of the Town of Hickory Creek exceeded its liabilities on September 30, 2021 by \$16,485,307. Of this amount \$5,261,624 may be used to meet the government's ongoing obligations to citizens and creditors. The Town's total net position increased by \$1,482,146 during the fiscal year from the results of current year operations. As of September 30, 2021, the Town of Hickory Creek's governmental funds reported combined ending fund balance of \$10,188,364, an increase of \$5,344,124 in comparison with the beginning of the period. Approximately 50 percent of this total amount, \$5,053,252 is available for spending at the government's discretion. At the end of the current period, unassigned fund balance for the general fund was \$5,053,252 or 103.16 percent of total general fund expenditures. The audit is required to include the activity of the Economic Development Corporation, Public Improvement District No. 1, Public Improvement District No. 2 and Hickory Farms Public Improvement District. The EDC total fund balance was \$2,151,253. The Public Improvement District No. 1 total fund balance was \$265,058. The Public Improvement District No. 2 total fund balance was \$452,777. Hickory Farms Public Improvement District total fund balance was \$691,579.

13. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, appointing members of the Building Standards Commission and providing an effective date.

Motion made by Councilmember Gordon to approve a resolution appointing Richard DuPree, Randy Gibbons, Chris Gordon, Paul Kenney and Ian Theodore to the Building Standards commission with a term of six months , Seconded by Councilmember Theodore. Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

14. Discussion and update regarding the Lake Cities Broadband Committee recommendation.

Discussion was held regarding the Lake Cities Broadband Committee recommendation.

15. Discussion regarding annual awards.

Discussion was held regarding annual awards.

**Future Agenda Items**

The following items were requested: interlocal agreement with Lake Cities Municipal Utility Authority, speed limit and traffic control device discussion; sidewalk review; annual awards discussion and public safety update.

**Adjournment**

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

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

The meeting did then stand adjourned at 7:57 p.m.

Approved:

Attest:

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Paul Kenney, Mayor Pro Tem  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

**JOINT WORKSHOP SESSION OF  
THE TOWN COUNCIL WITH CORINTH CITY COUNCIL,  
LAKE DALLAS CITY COUNCIL AND SHADY SHORES TOWN COUNCIL  
CITY OF CORINTH PUBLIC SAFETY BUILDING  
3501 FM 2181, CORINTH, TEXAS 76210  
WEDNESDAY, JANUARY 26, 2022**

**MINUTES**

**Call to Order**

Mayor Clark called the meeting to order for the Town of Hickory Creek at 6:06 p.m.

The following members were present:

Mayor Lynn Clark  
Councilmember Randy Gibbons  
Councilmember Richard DuPree  
Councilmember Chris Gordon  
Mayor Pro Tem Paul Kenney  
Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator  
Kristi K. Rogers, Town Secretary  
Trey Sargent, Town Attorney

**Invocation**

Jeff Dooley, MarketPlace Chaplains, gave the invocation.

**Pledge of Allegiance & Texas Pledge**

Mayor Heidemann, City of Corinth, led the Pledge of Allegiance & Texas Pledge

**Citizens Comments**

There were no speakers for citizens comments.

**Workshop Agenda**

1. Managers of the Lake Cities will review and discuss the history of the broadband project.

Wendy Withers, Shady Shores Town Administrator, provided an overview regarding when the broadband project began and recognized members of the Lake Cities Broadband Committee.

Bob Hart, Corinth City Manager, provided an overview regarding how the strategic plan was developed for broadband in the Lake Cities.

John Smith, Hickory Creek Town Administrator, provided an overview regarding the funding for the broadband project.

Kandace Lesley, Lake Dallas City Manager, provided an overview regarding the opportunity to provide the Lake Cities with a much needed resource.

## **Town of Hickory Creek**

**January 26, 2022**

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2. Introduce the consulting teams: Mighty River, Marketplace.City, and The Kandutsch Law Office.

The following representatives from the consulting teams were introduced; Joe Freddoso, Mighty River, Andrew Watkins, Marketplace.City and Carl Kandutsch, The Kandutsch Law Office.

3. Receive a report and hold a discussion with Mighty River relative to the technical parameters in securing an Internet Service Provider (ISP), including the use of American Rescue Plan Act (ARPA) funds.

Joe Freddoso, Mighty River, provided an overview regarding the technical parameters in securing an Internet Service Provider.

4. Receive a report and hold a discussion with Marketplace.City concerning the Request for Proposal (RFP) process and evaluation.

Andrew Watkins, Marketplace.City provided an overview regarding the Request for Proposal process and evaluation.

5. Receive a report and hold a discussion with The Carl Kandutsch Law Office relative to broadband legal representation.

Carl Kandutsch provided an overview of the legal services provided related to the contract between the Lake Cities and the Internet Service Provider.

6. Receive a recommendation and hold a discussion with the Lake Cities Broadband Committee regarding the recommend ISP.

Councilmember Ian Theodore, Lake Cities Broadband Committee Chairman, stated the broadband committee recommends Pavlov Media as the ISP.

7. Receive a presentation and hold a discussion with the recommended ISP.

Mark Shelden, Vice President for Business Development for Municipalities, Glenn Meyer, President of Finance and Mike O'Linc, President of Construction, representatives from Pavlov Media, provided an overview of the company, services provided and a construction timeline.

8. Receive comments and hold a discussion with Denton County Commission Ron Merchant relative to Denton County's broadband plans and efforts.

Ron Marchant, Denton County Commissioner Precinct 2 and Jody Gonzalez, Denton County Administrator, provided comments to those in attendance.

### **Adjourn Workshop**

Mayor Heidemann, City of Corinth, adjourned the Joint Workshop session at 7:53 p.m.

### **Business Agenda**

Mayor Heidemann, City of Corinth, called the Joint Business Meeting to order at 7:53 p.m.



**Town of Hickory Creek**

**January 26, 2022**

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9. Corinth City Council to consider and act upon authorizing the City Manager to pursue an agreement with the recommended ISP including a franchise agreement for broadband services.

Motion made by Councilmember Garber to authorize the City Manager to work with the consulting team to negotiate and bring forward for council approval a recommended agreement with Pavlov for broadband services, to include a proposed franchise agreement for Corinth. Seconded by Mayor Pro Tern Burke.

Voting Yea: Mayor Pro Tern Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens.

10. Shady Shores Town Council to consider and act upon authorizing the Town Administrator to pursue an agreement with the recommended ISP including a franchise agreement for broadband services.

Tom Newell made a motion to authorize the Town Administrator to negotiate an agreement with the recommended ISP including a franchise agreement for broadband service. Bill Emsoff seconded the motion.

All in Favor - Newell, Emsoff, Nowels, Belton

11. Hickory Creek Town Council to consider and act upon authorizing the Town Administrator to pursue an agreement with the recommended ISP including a franchise agreement for broadband services.

Motion made by Mayor Pro Tern Kenney to authorize the Town Administrator to negotiate an agreement with Pavlov, including a franchise agreement for broadband services, Seconded by Councilmember DuPree.

Voting Yea: Council Member Gibbons, Council Member DuPree, Council Member Gordon, Mayor Pro Tern Kenney, Council Member Theodore. Motion passed unanimously.

12. Lake Dallas City Council to consider and act upon authorizing the City Manager to pursue an agreement with the recommended ISP including a franchise agreement for broadband services.

Motion: authorizing the City Manager to negotiate an agreement with Pavlov including a franchise agreement was made by Councilmember Ray and seconded by Councilmember McClain.

For: Price, Ray, McClain and Bailey. Against: None  
Motion passed 4-0.

**Adjournment**

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

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

The meeting adjourned at 8:00 p.m.

Approved:

Attest:

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Lynn C. Clark, Mayor  
Town of Hickory Creek

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Kristi K. Rogers, Town Secretary  
Town of Hickory Creek

**Town of Hickory Creek**  
**Balance Sheet**  
**As of January 31, 2022**

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	<u>Jan 31, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	22,506.38
BOA - Drug Forfeiture	420.58
BOA - Drug Seizure	3,936.13
BOA - General Fund	747,317.21
BOA - Parks and Recreation	73,467.42
BOA - Payroll	195.44
BOA - Police State Training	5,185.52
Logic 2020 CO's	4,007,355.34
Logic Animal Shelter Facility	9,582.74
Logic Coronavirus Recovery Fund	594,207.58
Logic Harbor Ln-Sycamore Bend	80,412.91
Logic Investment Fund	5,842,189.82
Logic Turbeville Road	94,920.84
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<b>Total Checking/Savings</b>	11,481,697.91
<b>Accounts Receivable</b>	
Municipal Court Payments	10,846.20
	<hr/>
<b>Total Accounts Receivable</b>	10,846.20
	<hr/>
<b>Total Current Assets</b>	11,492,544.11
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<b>TOTAL ASSETS</b>	<b>11,492,544.11</b>
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<b>LIABILITIES &amp; EQUITY</b>	0.00

Town of Hickory Creek  
Profit & Loss  
January 2022

	<u>Jan 22</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Ad Valorem Tax Revenue</b>	
4002 M&O	495,463.25
4004 M&O Penalties & Interest	184.20
4006 Delinquent M&O	543.84
4008 I&S Debt Service	268,848.32
4010 I&S Penalties & Interest	82.84
4012 Delinquent I&S	333.32
<b>Total Ad Valorem Tax Revenue</b>	<u>765,455.77</u>
<b>Building Department Revenue</b>	
4102 Building Permits	101,125.45
4104 Certificate of Occupancy	3,000.00
4106 Contractor Registration	375.00
4112 Health Inspections	1,380.00
4124 Sign Permits	350.00
4132 Alarm Permit Fees	75.00
<b>Total Building Department Revenue</b>	<u>106,305.45</u>
<b>Franchise Fee Revenue</b>	
4208 CoServ	1,135.23
4212 Republic Services	4,168.30
<b>Total Franchise Fee Revenue</b>	<u>5,303.53</u>
<b>Interest Revenue</b>	
4330 General Fund Interest	1.03
4332 Investment Interest	773.41
<b>Total Interest Revenue</b>	<u>774.44</u>
<b>Miscellaneous Revenue</b>	
4502 Animal Adoption & Impound	535.00
4506 Animal Shelter Donations	2,070.00
4508 Annual Park Passes	1,950.45
4510 Arrowhead Park Fees	1,388.00
4530 Other Receivables	31,868.62
4536 Point Vista Park Fees	325.00
4550 Sycamore Bend Fees	1,320.00
4558 Harbor Lane/Sycamore Bend	5,250.00
<b>Total Miscellaneous Revenue</b>	<u>44,707.07</u>
<b>Municipal Court Revenue</b>	
4602 Building Security Fund	1,132.71
4604 Citations	37,366.29
4606 Court Technology Fund	960.21
4608 Jury Fund	21.71
4610 Truancy Fund	1,085.28
4612 State Court Costs	18,778.93
<b>Total Municipal Court Revenue</b>	<u>59,345.13</u>
<b>Sales Tax Revenue</b>	
4702 Sales Tax General Fund	147,233.41
4706 Sales Tax 4B Corporation	21,033.34
4708 Sales Tax Mixed Beverage	2,955.82
<b>Total Sales Tax Revenue</b>	<u>171,222.57</u>
<b>Total Income</b>	<u>1,153,113.96</u>
<b>Gross Profit</b>	1,153,113.96
<b>Expense</b>	
<b>Capital Outlay</b>	
5012 Streets & Road Improvement	10,817.40

**Town of Hickory Creek**  
**Profit & Loss**  
**January 2022**

	<u>Jan 22</u>
5026 Fleet Vehicles	6,554.97
<b>Total Capital Outlay</b>	<b>17,372.37</b>
<b>General Government</b>	
5206 Computer Hardware/Software	272.93
5208 Copier Rental	392.42
5212 EDC Tax Payment	21,034.34
5216 Volunteer/Staff Events	315.07
5218 General Communications	5,276.00
5222 Office Supplies & Equip.	105.47
5224 Postage	1,078.73
5228 Town Council/Board Expense	180.53
5230 Training & Education	510.00
5234 Staff Uniforms	902.73
<b>Total General Government</b>	<b>30,068.22</b>
<b>Municipal Court</b>	
5312 Court Technology	286.60
5318 Merchant Fees/Credit Cards	233.41
5324 State Court Costs	60,173.84
5326 Training & Education	100.00
5332 Warrants Collected	823.50
<b>Total Municipal Court</b>	<b>61,617.35</b>
<b>Parks and Recreation</b>	
5408 Tanglewood Park	74.08
5412 KHCB	175.00
<b>Total Parks and Recreation</b>	<b>249.08</b>
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	1,323.33
5434 Harbor Grove	195.05
5436 Point Vista	1,548.38
5438 Sycamore Bend	2,944.68
<b>Total Parks Corps of Engineer</b>	<b>6,011.44</b>
<b>Personnel</b>	
5502 Administration Wages	36,434.35
5506 Police Wages	72,728.10
5507 Police Overtime Wages	-359.18
5508 Public Works Wages	15,589.19
5509 Public Works Overtime Wage	187.67
5510 Health Insurance	22,080.24
5514 Payroll Expense	1,832.09
5516 Employment Exams	240.40
5518 Retirement (TMRS)	17,865.37
5520 Unemployment (TWC)	414.72
<b>Total Personnel</b>	<b>167,012.95</b>
<b>Police Department</b>	
5602 Auto Gas & Oil	3,151.08
5606 Auto Maintenance & Repair	6,901.62
5612 Computer Hardware/Software	17,748.63
5614 Crime Lab Analysis	218.56
5626 Office Supplies/Equipment	290.02
5630 Personnel Equipment	11,106.42
5634 Travel Expense	0.00
5636 Uniforms	385.91
5640 Training & Education	675.00
5648 K9 Unit	213.25
<b>Total Police Department</b>	<b>40,690.49</b>

**Town of Hickory Creek**  
**Profit & Loss**  
**January 2022**

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	<u>Jan 22</u>
<b>Public Works Department</b>	
5708 Animal Control Vet Fees	275.82
5710 Auto Gas & Oil	1,008.80
5714 Auto Maintenance/Repair	3,401.31
5724 Equipment Maintenance	408.22
5728 Equipment Supplies	178.33
5734 Communications	311.74
5738 Training	50.00
5742 Uniforms	136.72
	<hr/>
<b>Total Public Works Department</b>	5,770.94
<b>Services</b>	
5818 Inspections	5,790.00
5822 Legal Notices/Advertising	289.40
5824 Library Services	80.00
5826 Municipal Judge	1,150.00
5828 Printing	26.62
	<hr/>
<b>Total Services</b>	7,336.02
<b>Utilities &amp; Maintenance</b>	
5902 Bldg Maintenance/Supplies	5,689.97
5904 Electric	1,934.13
5906 Gas	285.11
5908 Street Lighting	3,317.42
5910 Telephone	2,495.17
5912 Water	1,572.52
	<hr/>
<b>Total Utilities &amp; Maintenance</b>	15,294.32
	<hr/>
<b>Total Expense</b>	351,423.18
	<hr/>
<b>Net Ordinary Income</b>	801,690.78
	<hr/>
<b>Net Income</b>	<b>801,690.78</b>

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**

October 2021 through February 2022

	Oct '21 - Feb 22	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	1,411,014.79	1,484,251.00	95.1%
4004 M&O Penalties & Interest	1,417.10	2,500.00	56.7%
4006 Delinquent M&O	999.81	1,000.00	100.0%
4008 I&S Debt Service	767,414.98	805,976.00	95.2%
4010 I&S Penalties & Interest	651.11	1,500.00	43.4%
4012 Delinquent I&S	630.66	500.00	126.1%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,182,128.45</b>	<b>2,295,727.00</b>	<b>95.1%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	350,476.05	750,000.00	46.7%
4104 Certificate of Occupancy	9,500.00	25,000.00	38.0%
4106 Contractor Registration	3,975.00	6,500.00	61.2%
4108 Preliminary/Final Plat	700.00	0.00	100.0%
4110 Prelim/Final Site Plan	600.00	0.00	100.0%
4112 Health Inspections	9,660.00	10,000.00	96.6%
4122 Septic Permits	2,275.00	1,000.00	227.5%
4124 Sign Permits	700.00	1,000.00	70.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	1,500.00	2,000.00	75.0%
4130 Vendor Fee	175.00	75.00	233.3%
4132 Alarm Permit Fees	400.00	500.00	80.0%
<b>Total Building Department Revenue</b>	<b>379,961.05</b>	<b>796,275.00</b>	<b>47.7%</b>
<b>Franchise Fee Revenue</b>			
4202 Atmos Energy	0.00	46,000.00	0.0%
4204 Charter Communications	21,255.95	42,900.00	49.5%
4206 CenturyLink	0.00	1,500.00	0.0%
4208 CoServ	2,621.97	4,700.00	55.8%
4210 Oncor Electric	131,377.45	155,500.00	84.5%
4212 Republic Services	17,078.21	48,000.00	35.6%
<b>Total Franchise Fee Revenue</b>	<b>172,333.58</b>	<b>298,600.00</b>	<b>57.7%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	4.15	100.00	4.2%
4332 Investment Interest	1,950.51	7,500.00	26.0%
<b>Total Interest Revenue</b>	<b>1,954.66</b>	<b>7,600.00</b>	<b>25.7%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	0.00	45,500.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>45,500.00</b>	<b>0.0%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	3,755.00	10,600.00	35.4%
4506 Animal Shelter Donations	2,280.00	1,500.00	152.0%
4508 Annual Park Passes	4,276.20	25,000.00	17.1%
4510 Arrowhead Park Fees	7,253.00	40,000.00	18.1%
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%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	478.48	500.00	95.7%
4530 Other Receivables	172,970.12	152,000.00	113.8%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	3,021.00	12,000.00	25.2%
4546 Street Improv Restricted	0.00	430,000.00	0.0%
4550 Sycamore Bend Fees	9,954.00	30,000.00	33.2%
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	19,250.00	0.00	100.0%
4560 2020 CO Proceeds	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>223,267.80</b>	<b>747,528.00</b>	<b>29.9%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	5,939.00	9,270.00	64.1%
4604 Citations	185,529.10	450,000.00	41.2%
4606 Court Technology Fund	4,985.59	12,115.00	41.2%
4608 Jury Fund	115.15	200.00	57.6%
4610 Truancy Fund	5,756.50	0.00	100.0%
4612 State Court Costs	97,631.81	250,000.00	39.1%
4614 Child Safety Fee	174.16	800.00	21.8%
<b>Total Municipal Court Revenue</b>	<b>300,131.31</b>	<b>722,385.00</b>	<b>41.5%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	807,782.68	1,662,500.00	48.6%
4706 Sales Tax 4B Corporation	115,397.52	237,500.00	48.6%
4708 Sales Tax Mixed Beverage	14,369.21	30,000.00	47.9%
<b>Total Sales Tax Revenue</b>	<b>937,549.41</b>	<b>1,930,000.00</b>	<b>48.6%</b>

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**

October 2021 through February 2022

	Oct '21 - Feb 22	Budget	% of Budget
<b>Total Income</b>	4,197,326.26	6,843,615.00	61.3%
<b>Gross Profit</b>	4,197,326.26	6,843,615.00	61.3%
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	4,859.32	25,000.00	19.4%
5012 Streets & Road Improvement	148,342.41	430,000.00	34.5%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	6,274.50	42,500.00	14.8%
5026 Fleet Vehicles	29,473.67	82,000.00	35.9%
5030 Sycamore Bend Construction	33,745.00	0.00	100.0%
<b>Total Capital Outlay</b>	222,694.90	579,500.00	38.4%
<b>Debt Service</b>			
5106 2012 Refunding Bond Series	3,618.73	267,004.00	1.4%
5110 2015 Refunding Bond Series	400.00	308,400.00	0.1%
5112 2015 C.O. Series	900.00	276,350.00	0.3%
5114 2020 C.O. Series	0.00	204,950.00	0.0%
<b>Total Debt Service</b>	4,918.73	1,056,704.00	0.5%
<b>General Government</b>			
5202 Bank Service Charges	15.00	25.00	60.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	16,297.02	106,222.00	15.3%
5208 Copier Rental	1,808.61	3,000.00	60.3%
5210 Dues & Memberships	1,251.90	3,000.00	41.7%
5212 EDC Tax Payment	115,404.52	237,500.00	48.6%
5214 Election Expenses	0.00	7,500.00	0.0%
5216 Volunteer/Staff Events	3,356.76	10,500.00	32.0%
5218 General Communications	15,522.49	28,000.00	55.4%
5222 Office Supplies & Equip.	1,608.47	5,000.00	32.2%
5224 Postage	2,828.31	5,800.00	48.8%
5226 Community Cause	25,144.09	3,000.00	838.1%
5228 Town Council/Board Expense	3,972.86	3,500.00	113.5%
5230 Training & Education	685.00	1,500.00	45.7%
5232 Travel Expense	0.00	1,500.00	0.0%
5234 Staff Uniforms	925.58	1,000.00	92.6%
<b>Total General Government</b>	188,820.61	417,347.00	45.2%
<b>Municipal Court</b>			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	200.00	9,270.00	2.2%
5312 Court Technology	4,501.75	12,115.00	37.2%
5314 Dues & Memberships	55.00	120.00	45.8%
5318 Merchant Fees/Credit Cards	-179.07	0.00	100.0%
5322 Office Supplies/Equipment	217.66	1,200.00	18.1%
5324 State Court Costs	135,191.31	250,000.00	54.1%
5326 Training & Education	100.00	100.00	100.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-3,574.87	0.00	100.0%
<b>Total Municipal Court</b>	136,511.78	273,380.00	49.9%
<b>Parks and Recreation</b>			
5402 Events	1,320.84	2,000.00	66.0%
5408 Tanglewood Park	480.18	2,000.00	24.0%
5412 KHCB	175.00	500.00	35.0%
5414 Tree City USA	0.00	500.00	0.0%
5416 Town Hall Park	0.00	75,000.00	0.0%
<b>Total Parks and Recreation</b>	1,976.02	80,000.00	2.5%
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	73,758.01	47,250.00	156.1%
5434 Harbor Grove	898.56	5,000.00	18.0%
5436 Point Vista	40,121.74	7,500.00	535.0%
5438 Sycamore Bend	11,144.66	47,250.00	23.6%
<b>Total Parks Corps of Engineer</b>	125,922.97	107,000.00	117.7%
<b>Personnel</b>			
5502 Administration Wages	183,159.85	474,280.00	38.6%
5506 Police Wages	357,679.96	983,721.00	36.4%
5507 Police Overtime Wages	4,663.57	10,000.00	46.6%
5508 Public Works Wages	78,199.94	204,506.00	38.2%
5509 Public Works Overtime Wage	1,326.17	1,200.00	110.5%
5510 Health Insurance	106,886.41	261,200.00	40.9%
5512 Longevity	12,910.00	13,076.00	98.7%
5514 Payroll Expense	9,376.71	22,000.00	42.6%
5516 Employment Exams	840.40	2,500.00	33.6%
5518 Retirement (TMRS)	94,856.06	239,305.00	39.6%
5520 Unemployment (TWC)	867.23	6,048.00	14.3%
5522 Workman's Compensation	31,506.40	27,000.00	116.7%
<b>Total Personnel</b>	882,272.70	2,244,836.00	39.3%
<b>Police Department</b>			
5602 Auto Gas & Oil	11,635.33	22,000.00	52.9%



**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**

October 2021 through February 2022

	Oct '21 - Feb 22	Budget	% of Budget
5606 Auto Maintenance & Repair	20,530.38	15,000.00	136.9%
5610 Books & Subscriptions	575.63	500.00	115.1%
5612 Computer Hardware/Software	32,144.12	35,000.00	91.8%
5614 Crime Lab Analysis	2,316.34	3,000.00	77.2%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	943.43	1,800.00	52.4%
5630 Personnel Equipment	37,833.35	22,000.00	172.0%
5634 Travel Expense	820.82	2,500.00	32.8%
5636 Uniforms	6,315.81	6,000.00	105.3%
5640 Training & Education	4,858.00	7,500.00	64.8%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	15.68	700.00	2.2%
5648 K9 Unit	1,452.04	2,000.00	72.6%
<b>Total Police Department</b>	<b>119,440.93</b>	<b>119,000.00</b>	<b>100.4%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	0.00	1,500.00	0.0%
5704 Animal Control Equipment	0.00	500.00	0.0%
5706 Animal Control Supplies	323.87	900.00	36.0%
5708 Animal Control Vet Fees	7,226.31	6,000.00	120.4%
5710 Auto Gas & Oil	5,668.88	20,000.00	28.3%
5714 Auto Maintenance/Repair	4,572.52	5,000.00	91.5%
5716 Beautification	5.34	25,000.00	0.0%
5718 Computer Hardware/Software	0.00	1,000.00	0.0%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	25,576.58	25,000.00	102.3%
5724 Equipment Maintenance	1,781.48	6,000.00	29.7%
5726 Equipment Rental	0.00	2,500.00	0.0%
5728 Equipment Supplies	2,343.12	5,000.00	46.9%
5732 Office Supplies/Equipment	127.00	500.00	25.4%
5734 Communications	1,586.82	3,800.00	41.8%
5738 Training	150.00	800.00	18.8%
5740 Travel Expense	0.00	1,000.00	0.0%
5742 Uniforms	1,265.29	2,200.00	57.5%
5748 Landscaping Services	9,093.40	110,000.00	8.3%
<b>Total Public Works Department</b>	<b>59,720.61</b>	<b>217,050.00</b>	<b>27.5%</b>
<b>Services</b>			
5802 Appraisal District	3,340.79	12,400.00	26.9%
5804 Attorney Fees	21,841.58	66,000.00	33.1%
5806 Audit	14,000.00	13,500.00	103.7%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	0.00	0.0%
5814 Engineering	24,423.95	145,000.00	16.8%
5816 General Insurance	38,410.12	37,250.00	103.1%
5818 Inspections	18,190.00	108,800.00	16.7%
5820 Fire Service	456,737.50	970,692.00	47.1%
5822 Legal Notices/Advertising	491.70	2,500.00	19.7%
5824 Library Services	566.30	600.00	94.4%
5826 Municipal Judge	5,750.00	13,800.00	41.7%
5828 Printing	704.37	1,500.00	47.0%
5830 Tax Collection	0.00	2,700.00	0.0%
5832 Computer Technical Support	42,081.20	41,525.00	101.3%
5838 DCCAC	0.00	1,000.00	0.0%
5840 Denton County Dispatch	0.00	30,808.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	200.00	100.00	200.0%
<b>Total Services</b>	<b>626,737.51</b>	<b>1,450,375.00</b>	<b>43.2%</b>
<b>Special Events</b>			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	5,832.24	6,000.00	97.2%
6010 Arts and Cultural Events	0.00	5,000.00	0.0%
<b>Total Special Events</b>	<b>5,832.24</b>	<b>18,000.00</b>	<b>32.4%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	114,899.00	168,223.00	68.3%
5904 Electric	8,227.22	27,000.00	30.5%
5906 Gas	1,030.39	1,700.00	60.6%
5908 Street Lighting	13,319.34	38,000.00	35.1%
5910 Telephone	17,065.95	35,000.00	48.8%
5912 Water	8,884.40	10,500.00	84.6%
<b>Total Utilities &amp; Maintenance</b>	<b>163,426.30</b>	<b>280,423.00</b>	<b>58.3%</b>
<b>Total Expense</b>	<b>2,538,275.30</b>	<b>6,843,615.00</b>	<b>37.1%</b>
<b>Net Ordinary Income</b>	<b>1,659,050.96</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>1,659,050.96</b>	<b>0.00</b>	<b>100.0%</b>

## Town of Hickory Creek Expenditures over \$1,000.00

January 2022

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5012 Streets &amp; Road Improvement</b>				
Bill	01/10/2022	Invoice...	All Texas Fence, LLC	10,817.40
	Total 5012 Streets & Road Improvement			10,817.40
<b>5026 Fleet Vehicles</b>				
Check	01/20/2022	Debit	ENTERPRISE FM TR DESDIRECT PAY	4,223.64
	Total 5026 Fleet Vehicles			4,223.64
	Total Capital Outlay			15,041.04
<b>General Government</b>				
<b>5212 EDC Tax Payment</b>				
Check	01/18/2022	Debit	Hickory Creek Economic Development	21,033.34
	Total 5212 EDC Tax Payment			21,033.34
<b>5218 General Communications</b>				
Bill	01/03/2022	Invoice...	GOGov	4,800.00
	Total 5218 General Communications			4,800.00
	Total General Government			25,833.34
<b>Municipal Court</b>				
<b>5324 State Court Costs</b>				
Check	01/20/2022	Debit	State Comptroller	60,173.84
	Total 5324 State Court Costs			60,173.84
	Total Municipal Court			60,173.84
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	01/03/2022	Debit	DearbornLife DESPayment	1,301.89
Check	01/06/2022	Debit	TML0111 DESCONS COLL	19,944.99
	Total 5510 Health Insurance			21,246.88
<b>5518 Retirement (TMRS)</b>				
Check	01/13/2022	Debit	TMRS	17,860.37
	Total 5518 Retirement (TMRS)			17,860.37
	Total Personnel			39,107.25
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	01/27/2022	Debit	WEX INC DESFLEET DEBI	3,151.08
	Total 5602 Auto Gas & Oil			3,151.08
<b>5606 Auto Maintenance &amp; Repair</b>				
Check	01/20/2022	4230	Jack's Paint & Body, Inc.	3,851.79
	Total 5606 Auto Maintenance & Repair			3,851.79
<b>5612 Computer Hardware/Software</b>				
Bill	01/28/2022	Invoice...	Denton County Auditor	16,418.92
	Total 5612 Computer Hardware/Software			16,418.92
<b>5630 Personnel Equipment</b>				
Bill	01/03/2022	Invoice...	GT Distributors	2,039.00
Bill	01/14/2022	Invoice...	Utility Associates, Inc.	8,175.00
	Total 5630 Personnel Equipment			10,214.00
	Total Police Department			33,635.79
<b>Public Works Department</b>				
<b>5710 Auto Gas &amp; Oil</b>				
Check	01/27/2022	Debit	WEX INC DESFLEET DEBI	1,008.80
	Total 5710 Auto Gas & Oil			1,008.80
<b>5714 Auto Maintenance/Repair</b>				
Bill	01/10/2022	R.O.# ...	Christian Brothers Automotive	2,652.12
	Total 5714 Auto Maintenance/Repair			2,652.12
	Total Public Works Department			3,660.92
<b>Services</b>				
<b>5818 Inspections</b>				
Bill	01/10/2022	Invoice...	Build by I-Codes	4,760.00
	Total 5818 Inspections			4,760.00
<b>5826 Municipal Judge</b>				
Check	01/04/2022	Debit	Cynthia Burkett	1,050.00

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03/01/22

Accrual Basis

## Town of Hickory Creek Expenditures over \$1,000.00

January 2022

Type	Date	Num	Name	Amount
			Total 5826 Municipal Judge	1,050.00
			Total Services	5,810.00
			<b>Utilities &amp; Maintenance</b>	
			<b>5902 Bldg Maintenance/Supplies</b>	
Check	01/10/2022	Debit	CHECKCARD 0107 IN *WAREHOUSE EQ	1,773.00
Check	01/31/2022	4238	Amanda Hamm	1,000.00
			Total 5902 Bldg Maintenance/Supplies	2,773.00
			<b>5904 Electric</b>	
Check	01/25/2022	Debit	HUDSON ENERGY SE DESDEBITDEBIT	1,934.13
			Total 5904 Electric	1,934.13
			<b>5908 Street Lighting</b>	
Check	01/25/2022	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,136.62
			Total 5908 Street Lighting	3,136.62
			<b>5910 Telephone</b>	
Check	01/31/2022	Debit	Level 3 Communic DESAUTO PAY	1,323.77
			Total 5910 Telephone	1,323.77
			Total Utilities & Maintenance	9,167.52
			Total Expense	192,429.70
			Net Ordinary Income	-192,429.70
			<b>Net Income</b>	<b>-192,429.70</b>



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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276015

**ACCOUNT NAME:** 2020 CERTIFICATES OF OBLIGATIONS

**STATEMENT PERIOD:** 01/01/2022 - 01/31/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0875%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 1/31/22 WAS 0.999832.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,007,057.49
01/31/2022	MONTHLY POSTING	9999888	297.85	4,007,355.34
	ENDING BALANCE			4,007,355.34

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	4,007,057.49
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	297.85
ENDING BALANCE	4,007,355.34
AVERAGE BALANCE	4,007,057.49

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	297.85



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:** 01/01/2022 - 01/31/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0875%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 1/31/22 WAS 0.999832.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,582.07
01/31/2022	MONTHLY POSTING	9999888	0.67	9,582.74
	ENDING BALANCE			9,582.74

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	9,582.07
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	0.67
ENDING BALANCE	9,582.74
AVERAGE BALANCE	9,582.07

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	0.67



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:** 01/01/2022 - 01/31/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0875%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 1/31/22 WAS 0.999832.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			594,163.44
01/31/2022	MONTHLY POSTING	9999888	44.14	594,207.58
	ENDING BALANCE			594,207.58

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	594,163.44
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	44.14
ENDING BALANCE	594,207.58
AVERAGE BALANCE	594,163.44

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	0.00	44.14



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:** 01/01/2022 - 01/31/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0875%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 1/31/22 WAS 0.999832.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			80,406.94
01/31/2022	MONTHLY POSTING	9999888	5.97	80,412.91
	ENDING BALANCE			80,412.91

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	80,406.94
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	5.97
ENDING BALANCE	80,412.91
AVERAGE BALANCE	80,406.94

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	5.97



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:** 01/01/2022 - 01/31/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0875%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 1/31/22 WAS 0.999832.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,541,772.09
01/05/2022	ACH DEPOSIT	6135191	1,200,000.00	5,741,772.09
01/05/2022	ACH WITHDRAWAL	6135199	150,000.00 -	5,591,772.09
01/12/2022	ACH DEPOSIT	6135465	250,000.00	5,841,772.09
01/31/2022	MONTHLY POSTING	9999888	417.73	5,842,189.82
	ENDING BALANCE			5,842,189.82

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	4,541,772.09
TOTAL DEPOSITS	1,450,000.00
TOTAL WITHDRAWALS	150,000.00
TOTAL INTEREST	417.73
ENDING BALANCE	5,842,189.82
AVERAGE BALANCE	5,617,578.54

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,450,000.00	150,000.00	417.73





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:** 01/01/2022 - 01/31/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0875%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 1/31/22 WAS 0.999832.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			94,913.79
01/31/2022	MONTHLY POSTING	9999888	7.05	94,920.84
	ENDING BALANCE			94,920.84

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	94,913.79
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	7.05
ENDING BALANCE	94,920.84
AVERAGE BALANCE	94,913.79

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	7.05

7:49 AM

03/17/22

Accrual Basis

**Town of Hickory Creek**  
**Balance Sheet**  
As of February 28, 2022

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	<u>Feb 28, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	22,507.07
BOA - Drug Forfeiture	420.59
BOA - Drug Seizure	3,936.25
BOA - General Fund	521,901.40
BOA - Parks and Recreation	40,646.46
BOA - Payroll	250.00
BOA - Police State Training	5,185.68
Logic 2020 CO's	4,007,687.44
Logic Animal Shelter Facility	9,583.52
Logic Coronavirus Recovery Fund	594,256.82
Logic Harbor Ln-Sycamore Bend	80,419.58
Logic Investment Fund	6,232,848.88
Logic Turbeville Road	94,928.71
<b>Total Checking/Savings</b>	<u>11,614,572.40</u>
<b>Accounts Receivable</b>	
Municipal Court Payments	8,698.70
<b>Total Accounts Receivable</b>	<u>8,698.70</u>
<b>Total Current Assets</b>	<u>11,623,271.10</u>
<b>TOTAL ASSETS</b>	<u><u>11,623,271.10</u></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00

Town of Hickory Creek  
Profit & Loss  
February 2022

	<u>Feb 22</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	137,547.65
4004 M&O Penalties & Interest	946.63
4006 Delinquent M&O	385.00
4008 I&S Debt Service	74,689.99
4010 I&S Penalties & Interest	443.44
4012 Delinquent I&S	236.58
Total Ad Valorem Tax Revenue	214,249.29
Building Department Revenue	
4102 Building Permits	120,902.65
4104 Certificate of Occupancy	3,750.00
4106 Contractor Registration	900.00
4122 Septic Permits	425.00
4124 Sign Permits	100.00
4130 Vendor Fee	175.00
Total Building Department Revenue	126,252.65
Franchise Fee Revenue	
4204 Charter Communications	10,889.46
Total Franchise Fee Revenue	10,889.46
Interest Revenue	
4330 General Fund Interest	0.98
4332 Investment Interest	905.72
Total Interest Revenue	906.70
Miscellaneous Revenue	
4502 Animal Adoption & Impound	340.00
4508 Annual Park Passes	1,375.75
4510 Arrowhead Park Fees	1,370.00
4526 Mineral Rights	144.98
4530 Other Receivables	-6,567.66
4534 PD State Training	1,025.45
4536 Point Vista Park Fees	535.00
4550 Sycamore Bend Fees	990.00
4558 Harbor Lane/Sycamore Bend	3,500.00
Total Miscellaneous Revenue	2,713.52
Municipal Court Revenue	
4602 Building Security Fund	1,129.09
4604 Citations	36,320.51
4606 Court Technology Fund	949.63
4608 Jury Fund	21.93
4610 Truancy Fund	1,096.97
4612 State Court Costs	18,462.81
Total Municipal Court Revenue	57,980.94
Sales Tax Revenue	
4702 Sales Tax General Fund	206,141.96
4706 Sales Tax 4B Corporation	29,448.85
4708 Sales Tax Mixed Beverage	3,002.53
Total Sales Tax Revenue	238,593.34
Total Income	651,585.90
Gross Profit	651,585.90
Expense	
Capital Outlay	
5010 Street Maintenance	1,641.98

Town of Hickory Creek  
Profit & Loss  
February 2022

	<u>Feb 22</u>
5012 Streets & Road Improvement	6,093.56
5024 Public Safety Improvements	6,024.50
5026 Fleet Vehicles	5,255.61
5030 Sycamore Bend Construction	22,470.00
<b>Total Capital Outlay</b>	<b>41,485.65</b>
<b>Debt Service</b>	
5106 2012 Refunding Bond Series	3,618.73
5110 2015 Refunding Bond Series	51,700.00
5112 2015 C.O. Series	56,175.00
5114 2020 C.O. Series	52,475.00
<b>Total Debt Service</b>	<b>163,968.73</b>
<b>General Government</b>	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	3,284.93
5208 Copier Rental	345.85
5210 Dues & Memberships	459.00
5212 EDC Tax Payment	29,453.85
5216 Volunteer/Staff Events	432.28
5218 General Communications	5,299.46
5222 Office Supplies & Equip.	690.30
5226 Community Cause	189.94
5228 Town Council/Board Expense	2,010.31
5230 Training & Education	499.00
<b>Total General Government</b>	<b>42,679.92</b>
<b>Municipal Court</b>	
5304 Building Security	200.00
5312 Court Technology	3,227.55
5318 Merchant Fees/Credit Cards	-327.89
5322 Office Supplies/Equipment	32.79
5332 Warrants Collected	-487.20
<b>Total Municipal Court</b>	<b>2,645.25</b>
<b>Parks and Recreation</b>	
5408 Tanglewood Park	45.62
<b>Total Parks and Recreation</b>	<b>45.62</b>
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	268.05
5434 Harbor Grove	116.39
5436 Point Vista	36,949.60
5438 Sycamore Bend	252.39
<b>Total Parks Corps of Engineer</b>	<b>37,586.43</b>
<b>Personnel</b>	
5502 Administration Wages	36,661.56
5506 Police Wages	70,899.71
5507 Police Overtime Wages	1,800.42
5508 Public Works Wages	15,450.54
5509 Public Works Overtime Wage	171.50
5510 Health Insurance	21,348.32
5514 Payroll Expense	1,831.15
5518 Retirement (TMRS)	18,554.63
5522 Workman's Compensation	6,487.00
<b>Total Personnel</b>	<b>173,204.83</b>
<b>Police Department</b>	
5606 Auto Maintenance & Repair	10,040.69
5612 Computer Hardware/Software	729.71
5614 Crime Lab Analysis	254.00

Town of Hickory Creek  
**Profit & Loss**  
February 2022

	<u>Feb 22</u>
5626 Office Supplies/Equipment	231.47
5630 Personnel Equipment	2,082.93
5634 Travel Expense	-21.11
5636 Uniforms	918.45
5640 Training & Education	112.00
5646 Community Outreach	35.00
5648 K9 Unit	308.00
<b>Total Police Department</b>	<b>14,691.14</b>
<b>Public Works Department</b>	
5708 Animal Control Vet Fees	1,329.51
5710 Auto Gas & Oil	701.85
5714 Auto Maintenance/Repair	444.35
5722 Equipment	150.00
5724 Equipment Maintenance	390.98
5728 Equipment Supplies	616.19
5734 Communications	311.74
5742 Uniforms	592.20
<b>Total Public Works Department</b>	<b>4,536.82</b>
<b>Services</b>	
5804 Attorney Fees	10,565.00
5806 Audit	14,000.00
5814 Engineering	8,932.44
5818 Inspections	5,165.00
5822 Legal Notices/Advertising	108.00
5826 Municipal Judge	1,150.00
5828 Printing	233.41
<b>Total Services</b>	<b>40,153.85</b>
<b>Utilities &amp; Maintenance</b>	
5902 Bldg Maintenance/Supplies	4,638.90
5904 Electric	2,461.23
5906 Gas	406.65
5908 Street Lighting	3,317.60
5910 Telephone	7,008.31
5912 Water	985.34
<b>Total Utilities &amp; Maintenance</b>	<b>18,818.03</b>
<b>Total Expense</b>	<b>539,816.27</b>
<b>Net Ordinary Income</b>	<b>111,769.63</b>
<b>Net Income</b>	<b>111,769.63</b>

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**  
**October 2021 through February 2022**

	Oct '21 - Feb 22	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	1,411,915.67	1,484,251.00	95.1%
4004 M&O Penalties & Interest	1,441.18	2,500.00	57.6%
4006 Delinquent M&O	999.81	1,000.00	100.0%
4008 I&S Debt Service	767,901.30	805,976.00	95.3%
4010 I&S Penalties & Interest	718.45	1,500.00	47.9%
4012 Delinquent I&S	630.66	500.00	126.1%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,183,607.07</b>	<b>2,295,727.00</b>	<b>95.1%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	350,476.05	750,000.00	46.7%
4104 Certificate of Occupancy	9,500.00	25,000.00	38.0%
4106 Contractor Registration	3,975.00	6,500.00	61.2%
4108 Preliminary/Final Plat	700.00	0.00	100.0%
4110 Prelim/Final Site Plan	600.00	0.00	100.0%
4112 Health Inspections	9,660.00	10,000.00	96.6%
4122 Septic Permits	2,275.00	1,000.00	227.5%
4124 Sign Permits	700.00	1,000.00	70.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	1,500.00	2,000.00	75.0%
4130 Vendor Fee	175.00	75.00	233.3%
4132 Alarm Permit Fees	400.00	500.00	80.0%
<b>Total Building Department Revenue</b>	<b>379,961.05</b>	<b>796,275.00</b>	<b>47.7%</b>
<b>Franchise Fee Revenue</b>			
4202 Atmos Energy	0.00	46,000.00	0.0%
4204 Charter Communications	21,255.95	42,900.00	49.5%
4206 CenturyLink	0.00	1,500.00	0.0%
4208 CoServ	2,621.97	4,700.00	55.8%
4210 Oncor Electric	131,377.45	155,500.00	84.5%
4212 Republic Services	17,078.21	48,000.00	35.6%
<b>Total Franchise Fee Revenue</b>	<b>172,333.58</b>	<b>298,600.00</b>	<b>57.7%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	5.13	100.00	5.1%
4332 Investment Interest	2,856.23	7,500.00	38.1%
<b>Total Interest Revenue</b>	<b>2,861.36</b>	<b>7,600.00</b>	<b>37.6%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	0.00	45,500.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>45,500.00</b>	<b>0.0%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	3,755.00	10,600.00	35.4%
4506 Animal Shelter Donations	2,280.00	1,500.00	152.0%
4508 Annual Park Passes	4,276.20	25,000.00	17.1%
4510 Arrowhead Park Fees	7,253.00	40,000.00	18.1%
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%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	478.48	500.00	95.7%
4530 Other Receivables	152,967.62	152,000.00	100.6%
4534 PD State Training	1,025.45	0.00	100.0%
4536 Point Vista Park Fees	3,021.00	12,000.00	25.2%
4546 Street Improv Restricted	0.00	430,000.00	0.0%
4550 Sycamore Bend Fees	9,954.00	30,000.00	33.2%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**  
**October 2021 through February 2022**

	Oct '21 - Feb 22	Budget	% of Budget
4558 Harbor Lane/Sycamore Bend	19,250.00	0.00	100.0%
4560 2020 CO Proceeds	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>204,290.75</b>	<b>747,528.00</b>	<b>27.3%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	5,939.00	9,270.00	64.1%
4604 Citations	185,529.10	450,000.00	41.2%
4606 Court Technology Fund	4,985.59	12,115.00	41.2%
4608 Jury Fund	115.15	200.00	57.6%
4610 Truancy Fund	5,756.50	0.00	100.0%
4612 State Court Costs	97,631.81	250,000.00	39.1%
4614 Child Safety Fee	174.16	800.00	21.8%
<b>Total Municipal Court Revenue</b>	<b>300,131.31</b>	<b>722,385.00</b>	<b>41.5%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	807,782.68	1,662,500.00	48.6%
4706 Sales Tax 4B Corporation	115,397.52	237,500.00	48.6%
4708 Sales Tax Mixed Beverage	14,369.21	30,000.00	47.9%
<b>Total Sales Tax Revenue</b>	<b>937,549.41</b>	<b>1,930,000.00</b>	<b>48.6%</b>
<b>Total Income</b>	<b>4,180,734.53</b>	<b>6,843,615.00</b>	<b>61.1%</b>
<b>Gross Profit</b>	<b>4,180,734.53</b>	<b>6,843,615.00</b>	<b>61.1%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	4,859.32	25,000.00	19.4%
5012 Streets & Road Improvement	148,342.41	430,000.00	34.5%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	6,274.50	42,500.00	14.8%
5026 Fleet Vehicles	29,473.67	82,000.00	35.9%
5030 Sycamore Bend Construction	33,745.00	0.00	100.0%
<b>Total Capital Outlay</b>	<b>222,694.90</b>	<b>579,500.00</b>	<b>38.4%</b>
<b>Debt Service</b>			
5106 2012 Refunding Bond Series	3,618.73	267,004.00	1.4%
5110 2015 Refunding Bond Series	52,100.00	308,400.00	16.9%
5112 2015 C.O. Series	56,575.00	276,350.00	20.5%
5114 2020 C.O. Series	52,475.00	204,950.00	25.6%
<b>Total Debt Service</b>	<b>164,768.73</b>	<b>1,056,704.00</b>	<b>15.6%</b>
<b>General Government</b>			
5202 Bank Service Charges	15.00	25.00	60.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	16,297.02	106,222.00	15.3%
5208 Copier Rental	1,808.61	3,000.00	60.3%
5210 Dues & Memberships	1,251.90	3,000.00	41.7%
5212 EDC Tax Payment	115,404.52	237,500.00	48.6%
5214 Election Expenses	0.00	7,500.00	0.0%
5216 Volunteer/Staff Events	3,419.93	10,500.00	32.6%
5218 General Communications	15,522.49	28,000.00	55.4%
5222 Office Supplies & Equip.	2,172.10	5,000.00	43.4%
5224 Postage	2,828.31	5,800.00	48.8%
5226 Community Cause	25,144.09	3,000.00	838.1%
5228 Town Council/Board Expense	3,972.86	3,500.00	113.5%
5230 Training & Education	1,009.00	1,500.00	67.3%
5232 Travel Expense	0.00	1,500.00	0.0%
5234 Staff Uniforms	902.73	1,000.00	90.3%
<b>Total General Government</b>	<b>189,748.56</b>	<b>417,347.00</b>	<b>45.5%</b>
<b>Municipal Court</b>			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	200.00	9,270.00	2.2%

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**  
**October 2021 through February 2022**

	Oct '21 - Feb 22	Budget	% of Budget
5312 Court Technology	4,501.75	12,115.00	37.2%
5314 Dues & Memberships	55.00	120.00	45.8%
5318 Merchant Fees/Credit Cards	-179.07	0.00	100.0%
5322 Office Supplies/Equipment	217.66	1,200.00	18.1%
5324 State Court Costs	135,191.31	250,000.00	54.1%
5326 Training & Education	100.00	100.00	100.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-3,574.87	0.00	100.0%
<b>Total Municipal Court</b>	<b>136,511.78</b>	<b>273,380.00</b>	<b>49.9%</b>
<b>Parks and Recreation</b>			
5402 Events	1,320.84	2,000.00	66.0%
5408 Tanglewood Park	492.63	2,000.00	24.6%
5412 KHCB	175.00	500.00	35.0%
5414 Tree City USA	0.00	500.00	0.0%
5416 Town Hall Park	0.00	75,000.00	0.0%
<b>Total Parks and Recreation</b>	<b>1,988.47</b>	<b>80,000.00</b>	<b>2.5%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	73,791.01	47,250.00	156.2%
5434 Harbor Grove	925.01	5,000.00	18.5%
5436 Point Vista	40,188.61	7,500.00	535.8%
5438 Sycamore Bend	11,212.76	47,250.00	23.7%
<b>Total Parks Corps of Engineer</b>	<b>126,117.39</b>	<b>107,000.00</b>	<b>117.9%</b>
<b>Personnel</b>			
5502 Administration Wages	183,159.85	474,280.00	38.6%
5506 Police Wages	357,679.96	983,721.00	36.4%
5507 Police Overtime Wages	4,663.57	10,000.00	46.6%
5508 Public Works Wages	78,199.94	204,506.00	38.2%
5509 Public Works Overtime Wage	1,326.17	1,200.00	110.5%
5510 Health Insurance	108,289.74	261,200.00	41.5%
5512 Longevity	12,910.00	13,076.00	98.7%
5514 Payroll Expense	9,376.71	22,000.00	42.6%
5516 Employment Exams	840.40	2,500.00	33.6%
5518 Retirement (TMRS)	94,856.06	239,305.00	39.6%
5520 Unemployment (TWC)	867.23	6,048.00	14.3%
5522 Workman's Compensation	31,506.40	27,000.00	116.7%
<b>Total Personnel</b>	<b>883,676.03</b>	<b>2,244,836.00</b>	<b>39.4%</b>
<b>Police Department</b>			
5602 Auto Gas & Oil	11,635.33	22,000.00	52.9%
5606 Auto Maintenance & Repair	20,610.38	15,000.00	137.4%
5610 Books & Subscriptions	575.63	500.00	115.1%
5612 Computer Hardware/Software	32,384.98	35,000.00	92.5%
5614 Crime Lab Analysis	2,316.34	3,000.00	77.2%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	0.00	500.00	0.0%
5626 Office Supplies/Equipment	943.43	1,800.00	52.4%
5630 Personnel Equipment	37,833.35	22,000.00	172.0%
5634 Travel Expense	820.82	2,500.00	32.8%
5636 Uniforms	6,315.81	6,000.00	105.3%
5640 Training & Education	4,935.00	7,500.00	65.8%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	50.68	700.00	7.2%
5648 K9 Unit	1,452.04	2,000.00	72.6%
<b>Total Police Department</b>	<b>119,873.79</b>	<b>119,000.00</b>	<b>100.7%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	0.00	1,500.00	0.0%
5704 Animal Control Equipment	0.00	500.00	0.0%
5706 Animal Control Supplies	323.87	900.00	36.0%
5708 Animal Control Vet Fees	7,226.31	6,000.00	120.4%



**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 41.65%**  
**October 2021 through February 2022**

	Oct '21 - Feb 22	Budget	% of Budget
5710 Auto Gas & Oil	5,668.88	20,000.00	28.3%
5714 Auto Maintenance/Repair	4,572.52	5,000.00	91.5%
5716 Beautification	5.34	25,000.00	0.0%
5718 Computer Hardware/Software	0.00	1,000.00	0.0%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	25,576.58	25,000.00	102.3%
5724 Equipment Maintenance	1,781.48	6,000.00	29.7%
5726 Equipment Rental	0.00	2,500.00	0.0%
5728 Equipment Supplies	2,343.12	5,000.00	46.9%
5732 Office Supplies/Equipment	127.00	500.00	25.4%
5734 Communications	1,586.82	3,800.00	41.8%
5738 Training	150.00	800.00	18.8%
5740 Travel Expense	0.00	1,000.00	0.0%
5742 Uniforms	1,265.29	2,200.00	57.5%
5748 Landscaping Services	9,093.40	110,000.00	8.3%
<b>Total Public Works Department</b>	<b>59,720.61</b>	<b>217,050.00</b>	<b>27.5%</b>
<b>Services</b>			
5802 Appraisal District	3,340.79	12,400.00	26.9%
5804 Attorney Fees	21,841.58	66,000.00	33.1%
5806 Audit	14,000.00	13,500.00	103.7%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	0.00	0.0%
5814 Engineering	24,423.95	145,000.00	16.8%
5816 General Insurance	38,410.12	37,250.00	103.1%
5818 Inspections	18,190.00	108,800.00	16.7%
5820 Fire Service	456,737.50	970,692.00	47.1%
5822 Legal Notices/Advertising	491.70	2,500.00	19.7%
5824 Library Services	536.30	600.00	89.4%
5826 Municipal Judge	5,750.00	13,800.00	41.7%
5828 Printing	704.37	1,500.00	47.0%
5830 Tax Collection	0.00	2,700.00	0.0%
5832 Computer Technical Support	42,081.20	41,525.00	101.3%
5838 DCCAC	0.00	1,000.00	0.0%
5840 Denton County Dispatch	0.00	30,808.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	200.00	100.00	200.0%
<b>Total Services</b>	<b>626,707.51</b>	<b>1,450,375.00</b>	<b>43.2%</b>
<b>Special Events</b>			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	5,832.24	6,000.00	97.2%
6010 Arts and Cultural Events	0.00	5,000.00	0.0%
<b>Total Special Events</b>	<b>5,832.24</b>	<b>18,000.00</b>	<b>32.4%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	114,899.00	168,223.00	68.3%
5904 Electric	10,688.45	27,000.00	39.6%
5906 Gas	1,030.39	1,700.00	60.6%
5908 Street Lighting	16,517.88	38,000.00	43.5%
5910 Telephone	17,171.48	35,000.00	49.1%
5912 Water	8,884.40	10,500.00	84.6%
<b>Total Utilities &amp; Maintenance</b>	<b>169,191.60</b>	<b>280,423.00</b>	<b>60.3%</b>
<b>Total Expense</b>	<b>2,706,831.61</b>	<b>6,843,615.00</b>	<b>39.6%</b>
<b>Net Ordinary Income</b>	<b>1,473,902.92</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>1,473,902.92</b>	<b>0.00</b>	<b>100.0%</b>

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Accrual Basis

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**February 2022**

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
	<b>5012 Streets &amp; Road Improvement</b>			
Bill	02/18/2022	Invoic...	Half Associates, Inc.	6,093.56
	Total 5012 Streets & Road Improvement			6,093.56
	<b>5024 Public Safety Improvements</b>			
Bill	02/15/2022	Invoic...	Applied Concepts	6,024.50
	Total 5024 Public Safety Improvements			6,024.50
	<b>5026 Fleet Vehicles</b>			
Check	02/22/2022	Debit	ENTERPRISE FM TR DESDIRECT PAY	4,354.79
	Total 5026 Fleet Vehicles			4,354.79
	<b>5030 Sycamore Bend Construction</b>			
Bill	02/01/2022	Invoic...	Half Associates, Inc.	3,210.00
Bill	02/18/2022	Invoic...	Half Associates, Inc.	19,260.00
	Total 5030 Sycamore Bend Construction			22,470.00
	Total Capital Outlay			38,942.85
<b>Debt Service</b>				
	<b>5106 2012 Refunding Bond Series</b>			
Check	02/15/2022	4242	PNC Bank, N.A.	3,618.73
	Total 5106 2012 Refunding Bond Series			3,618.73
	<b>5110 2015 Refunding Bond Series</b>			
Check	02/07/2022		US Bank	51,700.00
	Total 5110 2015 Refunding Bond Series			51,700.00
	<b>5112 2015 C.O. Series</b>			
Check	02/07/2022		US Bank	55,675.00
	Total 5112 2015 C.O. Series			55,675.00
	<b>5114 2020 C.O. Series</b>			
Check	02/07/2022		US Bank	52,475.00
	Total 5114 2020 C.O. Series			52,475.00
	Total Debt Service			163,468.73
<b>General Government</b>				
	<b>5206 Computer Hardware/Software</b>			
Check	02/15/2022	4246	City of Corinth	3,012.00
	Total 5206 Computer Hardware/Software			3,012.00
	<b>5212 EDC Tax Payment</b>			
Check	02/15/2022	Debit	Hickory Creek Economic Development	29,448.85
	Total 5212 EDC Tax Payment			29,448.85
	<b>5218 General Communications</b>			
Bill	02/15/2022	Invoic...	DataProse LLC	4,823.46
	Total 5218 General Communications			4,823.46
	<b>5228 Town Council/Board Expense</b>			
Check	02/08/2022	Debit	Kelly Blackall dba Blackall Photography	2,510.31
	Total 5228 Town Council/Board Expense			2,510.31
	Total General Government			39,794.62
<b>Municipal Court</b>				

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**February 2022**

Type	Date	Num	Name	Amount
Bill	02/03/2022	Invoice...	Tyler Technologies	3,170.06
Total 5312 Court Technology				3,170.06
Total Municipal Court				3,170.06
<b>Parks Corps of Engineer</b>				
<b>5436 Point Vista</b>				
Check	02/23/2022	1088	The Playground Shade and Surfacing Depot	36,717.00
Total 5436 Point Vista				36,717.00
Total Parks Corps of Engineer				36,717.00
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	02/01/2022	Debit	DearbornLife DESPayment	1,301.89
Check	02/07/2022	Debit	TML0111 DESCONS COLL	19,944.99
Total 5510 Health Insurance				21,246.88
<b>5518 Retirement (TMRS)</b>				
Check	02/02/2022	Debit	TMRS	18,549.63
Total 5518 Retirement (TMRS)				18,549.63
<b>5522 Workman's Compensation</b>				
Check	02/15/2022	4243	TMLIRP	6,487.00
Total 5522 Workman's Compensation				6,487.00
Total Personnel				46,283.51
<b>Police Department</b>				
<b>5606 Auto Maintenance &amp; Repair</b>				
Bill	02/15/2022	R.O.# ...	Christian Brothers Automotive	1,548.81
Bill	02/15/2022	R.O.# ...	Christian Brothers Automotive	1,463.04
Bill	02/18/2022	R.O.# ...	Christian Brothers Automotive	3,460.67
Total 5606 Auto Maintenance & Repair				6,472.52
Total Police Department				6,472.52
<b>Services</b>				
<b>5804 Attorney Fees</b>				
Check	02/16/2022	4248	Linda Caprice Garcia	1,280.00
Check	02/22/2022		Law Office of Dorwin L. Sargent III, PLLC	9,280.00
Total 5804 Attorney Fees				10,560.00
<b>5806 Audit</b>				
Check	02/15/2022	4241	Hankins, Eastup, Deaton, Tonn & Seay	14,000.00
Total 5806 Audit				14,000.00
<b>5814 Engineering</b>				
Bill	02/18/2022	Invoice...	Half Associates, Inc.	4,252.72
Bill	02/18/2022	Invoice...	Half Associates, Inc.	4,679.72
Total 5814 Engineering				8,932.44
<b>5818 Inspections</b>				
Bill	02/03/2022	Invoice...	Build by I-Codes	2,680.00
Bill	02/18/2022	Invoice...	Larry Finney	2,485.00
Total 5818 Inspections				5,165.00
<b>5826 Municipal Judge</b>				
Check	02/01/2022		Cynthia Burkett	1,050.00
Total 5826 Municipal Judge				1,050.00

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Accrual Basis

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**February 2022**

Type	Date	Num	Name	Amount
Total Services				39,707.44
<b>Utilities &amp; Maintenance</b>				
<b>5902 Bldg Maintenance/Supplies</b>				
Check	02/02/2022	Debit	CHECKCARD 0202 WF* WAYFAIR28239	1,229.19
Total 5902 Bldg Maintenance/Supplies				1,229.19
<b>5904 Electric</b>				
Check	02/23/2022	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,461.23
Total 5904 Electric				2,461.23
<b>5908 Street Lighting</b>				
Check	02/23/2022	Debit	HUDSON ENERGY SE DESDEBITDEBIT	3,136.80
Total 5908 Street Lighting				3,136.80
<b>5910 Telephone</b>				
Check	02/11/2022	Debit	MICROSOFT 6041 DESEDI PAYMNT	6,000.00
Total 5910 Telephone				6,000.00
Total Utilities & Maintenance				12,827.22
Total Expense				387,383.95
Net Ordinary Income				-387,383.95
<b>Net Income</b>				<b>-387,383.95</b>



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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276015

**ACCOUNT NAME:** 2020 CERTIFICATES OF OBLIGATIONS

**STATEMENT PERIOD:** 02/01/2022 - 02/28/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1080%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 2/28/22 WAS 0.999711.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,007,355.34
02/28/2022	MONTHLY POSTING	9999888	332.10	4,007,687.44
	ENDING BALANCE			4,007,687.44

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	4,007,355.34
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	332.10
ENDING BALANCE	4,007,687.44
AVERAGE BALANCE	4,007,355.34

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	0.00	629.95

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





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276007

**ACCOUNT NAME:** ANIMAL SHELTER FACILITY

**STATEMENT PERIOD:** 02/01/2022 - 02/28/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1080%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 2/28/22 WAS 0.999711.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,582.74
02/28/2022	MONTHLY POSTING	9999888	0.78	9,583.52
	ENDING BALANCE			9,583.52

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	9,582.74
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	0.78
ENDING BALANCE	9,583.52
AVERAGE BALANCE	9,582.74

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	1.45

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





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:** 02/01/2022 - 02/28/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1080%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 2/28/22 WAS 0.999711.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			594,207.58
02/28/2022	MONTHLY POSTING	9999888	49.24	594,256.82
	ENDING BALANCE			594,256.82

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	594,207.58
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	49.24
ENDING BALANCE	594,256.82
AVERAGE BALANCE	594,207.58

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	0.00	93.38

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







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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276009

**ACCOUNT NAME:** HARBOR LANE - SYCAMORE BEND

**STATEMENT PERIOD:** 02/01/2022 - 02/28/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1080%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 2/28/22 WAS 0.999711.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			80,412.91
02/28/2022	MONTHLY POSTING	9999888	6.67	80,419.58
	ENDING BALANCE			80,419.58

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	80,412.91
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6.67
ENDING BALANCE	80,419.58
AVERAGE BALANCE	80,412.91

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	12.64







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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276001

**ACCOUNT NAME:** INVESTMENT FUND

**STATEMENT PERIOD:** 02/01/2022 - 02/28/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1080%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 2/28/22 WAS 0.999711.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			5,842,189.82
02/07/2022	WIRE WITHDRAWAL	6136368	51,700.00 -	5,790,489.82
02/07/2022	WIRE WITHDRAWAL	6136369	55,675.00 -	5,734,814.82
02/07/2022	WIRE WITHDRAWAL	6136370	52,475.00 -	5,682,339.82
02/08/2022	ACH DEPOSIT	6136371	550,000.00	6,232,339.82
02/28/2022	MONTHLY POSTING	9999888	509.06	6,232,848.88
	ENDING BALANCE			6,232,848.88

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	5,842,189.82
TOTAL DEPOSITS	550,000.00
TOTAL WITHDRAWALS	159,850.00
TOTAL INTEREST	509.06
ENDING BALANCE	6,232,848.88
AVERAGE BALANCE	6,129,093.39

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	2,000,000.00	309,850.00	926.79

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





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

**MONTHLY STATEMENT OF ACCOUNT**

**ACCOUNT:** 1668276002

**ACCOUNT NAME:** TURBEVILLE RD IMPROVEMENT FUND

**STATEMENT PERIOD:** 02/01/2022 - 02/28/2022

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1080%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 2/28/22 WAS 0.999711.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			94,920.84
02/28/2022	MONTHLY POSTING	9999888	7.87	94,928.71
	ENDING BALANCE			94,928.71

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	94,920.84
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	7.87
ENDING BALANCE	94,928.71
AVERAGE BALANCE	94,920.84

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	14.92

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



**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2022-03-\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK DECLARING UNOPPOSED CANDIDATES IN THE MAY 7, 2022 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 7, 2022 for the purpose of electing Town Council members to fill the following terms on the Town of Hickory Creek Town Council: Mayor, Place 2 and Place 4; 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:

Lynn Clark	Mayor
Richard DuPree	Council Place 2
Paul Kenney	Council Place 4

**SECTION 2  
CANCELLATION**

The May 7, 2022 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 7, 2022 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 28<sup>th</sup> day of March, 2022.

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

Exhibit A

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 7, 2022

*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 7 de mayo de 2022*

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

**Office(s) Cargo(s)**

Lynn Clark  
Richard DuPree  
Paul Kenney

**Candidate(s) Candidato(s)**

Mayor *Alcalde*  
Council Place 2 *Concejal, Lugar 2*  
Council Place 4 *Concejal, Lugar 4*

**Signature (Firma)**

Kristi K. Rogers

**Printed name (Nombre en letra de molde)**

Town Secretary

**Title (Puesto)**

February 23, 2022

**Date of signing (Fecha de firma)**



**(Seal) (sello)**

**See reverse side for instructions**  
*(Instrucciones en el reverso)*

Exhibit B

**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 7, 2022 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 7 de mayo de 2022 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:*

<b>Candidate (Candidato)</b>	<b>Office Sought (Cargo al que presenta candidatura)</b>
Lynn Clark	Mayor (Alcalde)
Richard DuPree	Council Place 2 (Concejal, Lugar 2)
Paul Kenney	Council Place 4 (Concejal Lugar 4)

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)

March 7, 2022  
Date of adoption (Fecha de adopción)

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0328-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND STEEPLECHASE NORTH HOA CONCERNING THE PURCHASE OF REAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a proposed agreement with the Steeplechase North HOA (hereinafter the "Agreement") for the Town’s purchase of certain real property interests, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 28<sup>th</sup> of March, 2022.

\_\_\_\_\_  
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. 2022-0328-\_\_**

**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 28<sup>th</sup> day of March, 2022

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

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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



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

12 January 2021

Chief Carey Dunn  
Hickory Creek P.D.  
1075 Reagan Avenue  
Hickory Creek, Texas 75065  
[carey.dunn@hickorycreek-tx.gov](mailto:carey.dunn@hickorycreek-tx.gov)  
[kristy.rogers@hickorycreek-tx.gov](mailto:kristy.rogers@hickorycreek-tx.gov)

Dear Chief Dunn,

Attached is Solicitation No. W9126G22Q0012 for the requirement of police services for the project, FY22 Contract for Increased Law Enforcement for that part of Lewisville Lake lying within Hickory Creek, Texas. Request you submit a price quote for performing the work and services outlined in the Performance Work Statement (PWS). Your quote shall be filled in on the Bid Sheet found in the Solicitation. The quote must be received on or before **10:00 A.M. CST, on Friday, 11 February 2022**. Please submit your quote via email to Daisy Ciarlariello, [Daisy.Ciarlariello@usace.army.mil](mailto:Daisy.Ciarlariello@usace.army.mil)

You are advised this letter shall NOT be construed as authority to proceed with any work or to incur any obligations chargeable to the Government in response to this solicitation. If you have any questions regarding this request, please contact Daisy Ciarlariello, Contract Specialist at 817-886-6592.

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

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

Sincerely,

*Matthew S. Dickson*

Matthew S. Dickson  
Contracting Officer

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 50		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G22Q0012		6. SOLICITATION ISSUED DATE 12-Jan-2022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DAISY CARLARELLO			b. TELEPHONE NUMBER (No Collect Calls) 817-886-6592		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 11 Feb 2022	
9. ISSUED BY  U.S. ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300  TEL: FAX: (817) 886-6403		CODE W9126G	10. THIS ACQUISITION IS  <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 922120 SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO  LEWISVILLE PROJECT OFC ROB JORDAN 1801 N MILL STREET LEWISVILLE TX 75057-3153 TEL: (469)645-9107 FAX: (469)645-9101		CODE 967431	16. ADMINISTERED BY		CODE			
17a. CONTRACTOR/OFFEROR  CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>		31c. DATE SIGNED		
				TEL: EMAIL:				

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

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

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

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

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

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

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

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

## Section SF 1449 - CONTINUATION SHEET

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	Government	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 29-APR-2022 TO 12-SEP-2022	N/A	LEWISVILLE PROJECT OFC ROB JORDAN 1801 N MILL STREET LEWISVILLE TX 75057-3153 (469)645-9107 FOB: Destination	967431

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY22 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				

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**\$56,533.68**

NET AMT

Bid Schedule

Lewisville Lake, Hickory Creek Police Department Increased Law Enforcement

		Period of Performance (29 April 2022 thru 12 September 2022)				
		Description	Quantity	U/M	Rate	Total
		Estimated Labor Cost/Hour	504	Hours	\$ 94.17	\$ 47,461.68
		Estimated Vehicle Cost/Mile	6,300	Miles	\$ 1.44	\$ 9,072.00
		Total Contract Cost				\$56,533.68
		Chargeable Hourly Rate (Vehicle & Labor)			\$112.17	\$112.17
		(Total Contract Cost/Scheduled Patrol Hours)				
		Estimated Labor Quantity = Scheduled Patrol Hours				
		Estimated Labor Rate = Total Labor Costs (Officers, Admin, Supervisory, etc)				

## PERFORMANCE WORK STATEMENT (PWS)

### Increased Law Enforcement Services, Hickory Creek Police Department Lewisville Lake 2022

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, 2022 through 11 September 2022, for a total of 504 patrol hours, further specified in Appendices A,B, and C to this PWS. Effective start date is 29 April, 2022 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted on Fridays, Saturdays and Sundays, as well as when a Federal holidays (see Appendices A, B and C)

#### 1.4 General Information

1.4.1 Quality Control (Not applicable)

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

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

1.4.4 Hours of Operation: [Not applicable]



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

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

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

1.4.7.1 General Protection/Security Policy and Procedures:

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

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

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

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

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

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

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

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

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

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

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

1.4.14 Contractor Travel (Not applicable):

1.4.15 Data Rights (Not applicable)

1.4.16 Organizational Conflict of Interest: (Not applicable)

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

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

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

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

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

2.0 MISCELLANEOUS PROVISIONS:

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

## TECHNICAL EXHIBIT 1

### Performance Requirements Summary

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

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

**TECHNICAL EXHIBIT 2**

**DELIVERABLES SCHEDULE**

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

**PERFORMANCE WORK STATEMENT**

APPENDIX A

PATROL SCHEDULE  
2022

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

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

Contract begins on 29 April, 2022 with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through 11 September, 2022 to complete the agreement. Only select Federal Holidays as noted will be included in this agreement.



**PERFORMANCE WORK STATEMENT**

APPENDIX C

**2022**

**SCHEDULE OF DAYS WORKED BY MONTH**

63 Days total

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

**MAY:** 1, 6-8, 13-15, 20-22, 27-30 (includes Memorial Day) = **14 days**

**JUNE:** 3-5, 10-12, 17-19, 24-26 = **12 days**

**JULY:** 1-4 (includes Independence Day), 8-10, 15-17, 22-24, 29-31 = **16 days**

**AUGUST:** 5-7, 12-14, 19-21, 26-28 = **12 days**

**SEPTEMBER:** 2-5 (includes Labor Day), 9-11 = **7 days**



**Appendix D**

**Hickory Creek Police Department Law Enforcement Log**

Officer Name and Number:

Date:

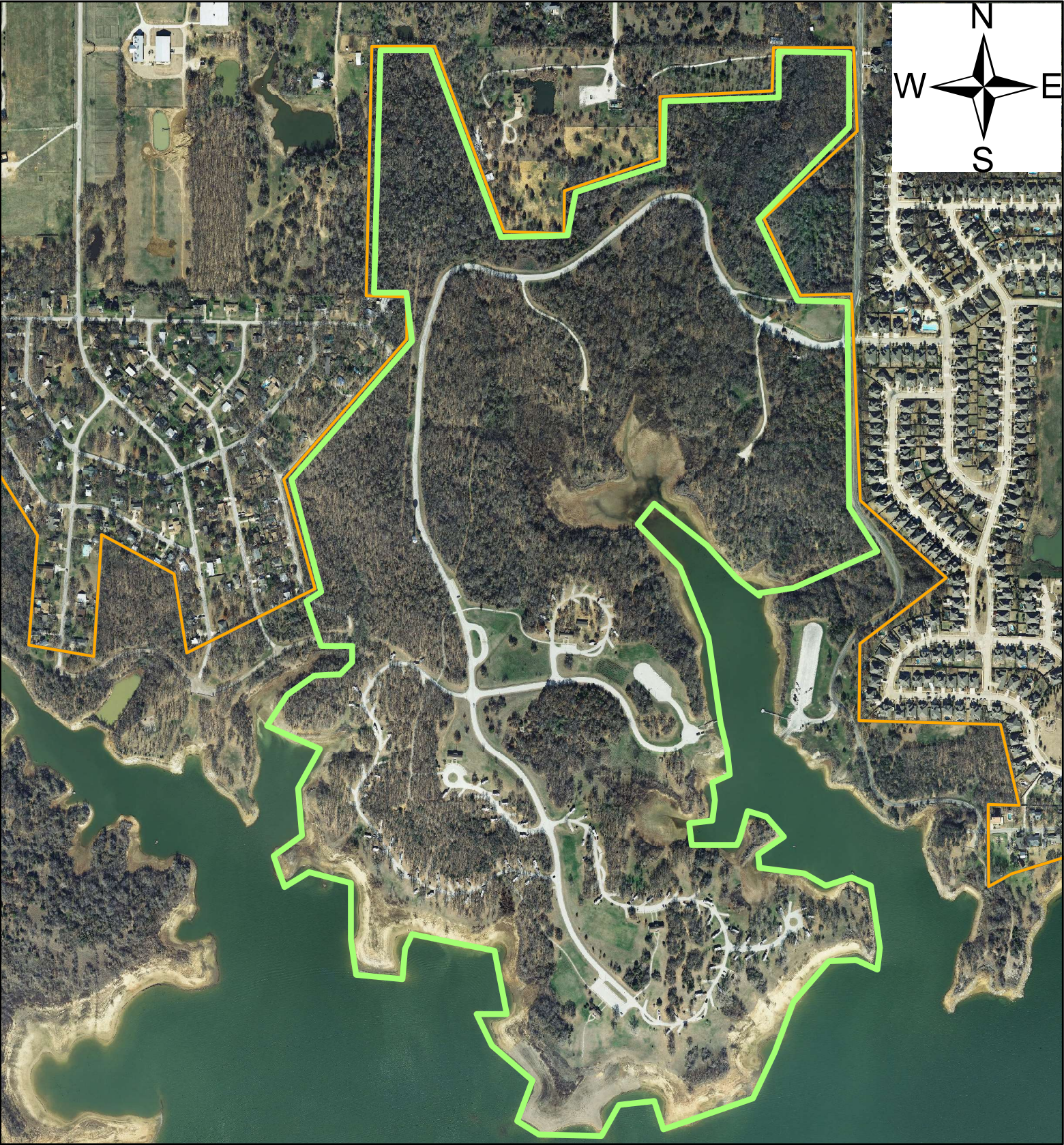
Location	Time Arrived	Time Departed	Notes

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



**Appendix E**  
**(See attached maps)**



# Hickory Creek Park



## Legend

-  Fee Boundary
-  Park Boundary



# Westlake and Oakland Parks



WESTLAKE PARK

OAKLAND PARK

2,100 1,050 0 2,100 Feet



## 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	DEC 2021
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	DEC 2021
52.222-50	Combating Trafficking in Persons	DEC 2021
52.222-55	Minimum Wages Under Executive Order 13658	NOV 2020
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 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	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	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	NOV 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
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 (NOV 2021)

- (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 will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
  - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial 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 I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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



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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

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

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

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

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

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

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

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

(b) Prohibition.

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

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

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

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

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

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

(End of clause)

#### 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

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

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

(c) Representations.

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

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

“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 the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(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 the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial 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 will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

—

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

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

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(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.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

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

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

(i) (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.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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.

Other Foreign End Products:

Line item No.	Country of origin
---	---
---	---
---	---

[List as necessary]

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

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

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

Canadian End Products:

Line item No.
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
—	—
—	—
—	—

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



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

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

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

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

(2) (  ) Outside the United States.

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

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

(2) (  ) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_ ) TIN: -----.

( \_\_\_ ) TIN has been applied for.

( \_\_\_ ) TIN is not required because:

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

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

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

(4) Type of organization.

( \_\_\_ ) Sole proprietorship;

( \_\_\_ ) Partnership;

- ( \_\_\_ ) Corporate entity (not tax-exempt);
- ( \_\_\_ ) Corporate entity (tax-exempt);
- ( \_\_\_ ) Government entity (Federal, State, or local);
- ( \_\_\_ ) Foreign government;
- ( \_\_\_ ) International organization per 26 CFR 1.6049-4;
- ( \_\_\_ ) Other -----.

(5) Common parent.

- ( \_\_\_ ) Offeror is not owned or controlled by a common parent;
- ( \_\_\_ ) Name and TIN of common parent:

Name - \_\_\_ .  
TIN - \_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated

Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

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

Is the immediate owner owned or controlled by another entity:

[  ] Yes or [  ] No.

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

Highest level owner CAGE code: \_\_\_\_\_

Highest level owner legal name: \_\_\_\_\_

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: \_\_\_\_ .

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

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

\_\_\_\_ .

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

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

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

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) 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 (NOV 2021)

(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. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(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 (NOV 2021)

(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. 2402).

\_\_\_ (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 (SEP 2021) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (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 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (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 (SEP 2021) (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 (SEP 2021) (15 U.S.C. 657f).
- \_\_\_\_ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (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 (SEP 2021) (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 (SEP 2021) (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 (JAN 2020) (E.O. 13126).
- \_\_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- \_\_\_\_ (30)(i) 52.222-26, Equal Opportunity (SEPT 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 (NOV 2021). (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) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 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 (JAN 2021) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.

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

\_\_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) 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. 2302 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. 2307(f)).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (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 Under Executive Order 13658 (NOV 2020) (E.O. 13658).

\_\_\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds 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 (NOV 2021) (E. O. 12989).
  - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).
  - (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
  - (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).  
(B) Alternate I (Jan 2017) of [52.224-3](#).
  - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (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](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

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

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

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/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		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5227
Daniel W. Simms	Division of	Revision No.: 15
Director	Wage Determinations	Date Of Last Revision: 10/20/2021

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

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State: Texas

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

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.60
01012 - Accounting Clerk II		18.64
01013 - Accounting Clerk III		20.84
01020 - Administrative Assistant		29.11
01035 - Court Reporter		22.59
01041 - Customer Service Representative I		14.51
01042 - Customer Service Representative II		15.84
01043 - Customer Service Representative III		17.79
01051 - Data Entry Operator I		15.34
01052 - Data Entry Operator II		16.74
01060 - Dispatcher Motor Vehicle		21.36
01070 - Document Preparation Clerk		17.28
01090 - Duplicating Machine Operator		17.28
01111 - General Clerk I		14.03
01112 - General Clerk II		15.31
01113 - General Clerk III		17.20
01120 - Housing Referral Assistant		22.46
01141 - Messenger Courier		14.29
01191 - Order Clerk I		16.47
01192 - Order Clerk II		17.96
01261 - Personnel Assistant (Employment) I		17.63
01262 - Personnel Assistant (Employment) II		19.71
01263 - Personnel Assistant (Employment) III		21.97
01270 - Production Control Clerk		24.46
01290 - Rental Clerk		15.30
01300 - Scheduler Maintenance		18.01
01311 - Secretary I		18.01
01312 - Secretary II		20.14
01313 - Secretary III		22.46
01320 - Service Order Dispatcher		17.47

01410	- Supply Technician	29.11
01420	- Survey Worker	17.29
01460	- Switchboard Operator/Receptionist	15.15
01531	- Travel Clerk I	15.62
01532	- Travel Clerk II	16.79
01533	- Travel Clerk III	18.02
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	22.70
05010	- Automotive Electrician	23.04
05040	- Automotive Glass Installer	20.93
05070	- Automotive Worker	22.02
05110	- Mobile Equipment Servicer	18.52
05130	- Motor Equipment Metal Mechanic	22.88
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	14.12
05400	- Transmission Repair Specialist	22.88
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.15
07041	- Cook I	13.08
07042	- Cook II	15.03
07070	- Dishwasher	10.52
07130	- Food Service Worker	11.72
07210	- Meat Cutter	13.34
07260	- Waiter/Waitress	10.03
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.02
09040	- Furniture Handler	10.24
09080	- Furniture Refinisher	15.32
09090	- Furniture Refinisher Helper	12.02
09110	- Furniture Repairer Minor	13.78
09130	- Upholsterer	16.57
11000	- General Services And Support Occupations	
11030	- Cleaner Vehicles	11.77
11060	- Elevator Operator	12.95
11090	- Gardener	21.03
11122	- Housekeeping Aide	13.28
11150	- Janitor	13.28
11210	- Laborer Grounds Maintenance	15.66
11240	- Maid or Houseman	11.53
11260	- Pruner	13.84
11270	- Tractor Operator	19.24
11330	- Trail Maintenance Worker	15.66
11360	- Window Cleaner	15.03
12000	- Health Occupations	
12010	- Ambulance Driver	20.65
12011	- Breath Alcohol Technician	21.68
12012	- Certified Occupational Therapist Assistant	35.61
12015	- Certified Physical Therapist Assistant	35.12
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	19.39

12072 - Licensed Practical Nurse II	21.68
12073 - Licensed Practical Nurse III	24.17
12100 - Medical Assistant	16.98
12130 - Medical Laboratory Technician	26.50
12160 - Medical Record Clerk	18.67
12190 - Medical Record Technician	20.88
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	39.84
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	17.74
12280 - Phlebotomist	17.56
12305 - Radiologic Technologist	29.53
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	26.86
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	16.29
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	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.17
14042 - Computer Operator II	22.55
14043 - Computer Operator III	25.16
14044 - Computer Operator IV	29.85
14045 - Computer Operator V	33.04
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	20.17
14160 - Personal Computer Support Technician	29.85
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)	47.60
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	34.30
15070 - Flight Instructor (Pilot)	47.60
15080 - Graphic Artist	25.79
15085 - Maintenance Test Pilot Fixed Jet/Prop	47.60
15086 - Maintenance Test Pilot Rotary Wing	47.60
15088 - Non-Maintenance Test/Co-Pilot	47.60
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	10.94
16030 - Counter Attendant	10.94
16040 - Dry Cleaner	14.05
16070 - Finisher Flatwork Machine	10.94
16090 - Presser Hand	10.94
16110 - Presser Machine Drycleaning	10.94
16130 - Presser Machine Shirts	10.94
16160 - Presser Machine Wearing Apparel Laundry	10.94
16190 - Sewing Machine Operator	14.90
16220 - Tailor	16.02
16250 - Washer Machine	12.02
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	17.32
21030 - Material Coordinator	24.46
21040 - Material Expediter	24.46
21050 - Material Handling Laborer	14.93
21071 - Order Filler	14.57
21080 - Production Line Worker (Food Processing)	17.32
21110 - Shipping Packer	16.39
21130 - Shipping/Receiving Clerk	16.39
21140 - Store Worker I	12.67
21150 - Stock Clerk	18.37
21210 - Tools And Parts Attendant	17.32
21410 - Warehouse Specialist	17.32
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	39.14
23019 - Aircraft Logs and Records Technician	31.80
23021 - Aircraft Mechanic I	37.33
23022 - Aircraft Mechanic II	39.14
23023 - Aircraft Mechanic III	40.96
23040 - Aircraft Mechanic Helper	26.78
23050 - Aircraft Painter	35.44
23060 - Aircraft Servicer	31.80
23070 - Aircraft Survival Flight Equipment Technician	35.44
23080 - Aircraft Worker	33.63
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.63
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	37.33
23110 - Appliance Mechanic	19.55
23120 - Bicycle Repairer	19.15
23125 - Cable Splicer	27.55
23130 - Carpenter Maintenance	19.37
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	19.15
23311 - Fuel Distribution System Mechanic	21.32
23312 - Fuel Distribution System Operator	16.71
23370 - General Maintenance Worker	19.91
23380 - Ground Support Equipment Mechanic	37.33
23381 - Ground Support Equipment Servicer	31.80
23382 - Ground Support Equipment Worker	33.63
23391 - Gunsmith I	19.15
23392 - Gunsmith II	22.00
23393 - Gunsmith III	24.42
23410 - Heating Ventilation And Air-Conditioning Mechanic	23.09
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	24.21
23430 - Heavy Equipment Mechanic	26.05
23440 - Heavy Equipment Operator	20.97
23460 - Instrument Mechanic	27.95
23465 - Laboratory/Shelter Mechanic	23.19
23470 - Laborer	14.93
23510 - Locksmith	23.89
23530 - Machinery Maintenance Mechanic	25.75
23550 - Machinist Maintenance	21.29
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	25.87
23710 - Office Appliance Repairer	18.66
23760 - Painter Maintenance	17.81
23790 - Pipefitter Maintenance	26.55
23810 - Plumber Maintenance	25.20
23820 - Pneudraulic Systems Mechanic	24.42
23850 - Rigger	26.09
23870 - Scale Mechanic	22.00
23890 - Sheet-Metal Worker Maintenance	22.12
23910 - Small Engine Mechanic	19.51
23931 - Telecommunications Mechanic I	29.53
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	23.54
23960 - Welder Combination Maintenance	20.38
23965 - Well Driller	21.63
23970 - Woodcraft Worker	24.42
23980 - Woodworker	19.15
24000 - Personal Needs Occupations	
24550 - Case Manager	18.06
24570 - Child Care Attendant	11.76
24580 - Child Care Center Clerk	14.66
24610 - Chore Aide	10.04
24620 - Family Readiness And Support Services Coordinator	18.06
24630 - Homemaker	18.06
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.73
25040 - Sewage Plant Operator	21.18
25070 - Stationary Engineer	27.73
25190 - Ventilation Equipment Tender	19.37
25210 - Water Treatment Plant Operator	21.18

27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.64
27007 - Baggage Inspector	14.10
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	14.10
27102 - Guard II	16.92
27131 - Police Officer I	31.39
27132 - Police Officer II	34.89
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.42
28042 - Carnival Equipment Repairer	15.76
28043 - Carnival Worker	10.37
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	19.34
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.45
29020 - Hatch Tender	28.45
29030 - Line Handler	28.45
29041 - Stevedore I	26.91
29042 - Stevedore II	29.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	43.42
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.95
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	32.97
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.42
30051 - Cryogenic Technician I	26.83
30052 - Cryogenic Technician II	29.63
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	25.52
30095 - Evidence Control Specialist	24.23
30210 - Laboratory Technician	25.44
30221 - Latent Fingerprint Technician I	26.76
30222 - Latent Fingerprint Technician II	29.57
30240 - Mathematical Technician	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	29.63
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	29.63



30461 - Technical Writer I	25.69
30462 - Technical Writer II	31.42
30463 - Technical Writer III	38.01
30491 - Unexploded Ordnance (UXO) Technician I	27.60
30492 - Unexploded Ordnance (UXO) Technician II	33.39
30493 - Unexploded Ordnance (UXO) Technician III	40.02
30494 - Unexploded (UXO) Safety Escort	27.60
30495 - Unexploded (UXO) Sweep Personnel	27.60
30501 - Weather Forecaster I	26.83
30502 - Weather Forecaster II	32.63
30620 - Weather Observer Combined Upper Air Or (see 2)	24.97
Surface Programs	
30621 - Weather Observer Senior (see 2)	25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.39
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	16.28
99030 - Cashier	11.14
99050 - Desk Clerk	11.72
99095 - Embalmer	24.05
99130 - Flight Follower	27.60
99251 - Laboratory Animal Caretaker I	13.18
99252 - Laboratory Animal Caretaker II	14.42
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	11.54
99830 - Survey Party Chief	27.65
99831 - Surveying Aide	16.57
99832 - Surveying Technician	21.23
99840 - Vending Machine Attendant	15.50
99841 - Vending Machine Repairer	19.03
99842 - Vending Machine Repairer Helper	15.46

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 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: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

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

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0328-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND HALFF ASSOCIATES, INC. FOR THE TCEQ MS4 PERMIT ANNUAL REPORT AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council has been presented with a Work Order Authorization Agreement for professional engineering services for the TCEQ MS4 Permit Annual Report (Year 3) (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 28<sup>th</sup> day of March, 2022.

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

ATTEST:

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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**  
**Task Order Authorization Agreement**  
**For**  
**Professional Engineering Services with Halff Associates, Inc.**

**EXHIBIT A**

**MS4 – Year 3 Annual Report**  
**FY 2022 Task Order Authorization**  
**February 10, 2022**

<b>Scope of Work:</b>	<p>Halff’s proposed services will include the annual report for Hickory Creek’s MS4 Storm Water Management Program that will achieve administrative compliance with the General Permit to Discharge under the Texas Pollutant Discharge Elimination System.</p> <p>The tasks outlined in this scope are intended to assist the Town in the preparation of the TCEQ required annual reports on the Storm Water Management Program (SWMP). These reports provide annual updates to the TCEQ in the format required by the MS4 permit. Halff will assist the Town in preparing and submitting the annual reports using the following approach:</p> <ol style="list-style-type: none"> <li>1. <u>Prepare Year 3 Annual Report for January 1, 2021 – December 31, 2021</u> (Permit # – TXR040000) Halff will review the current SWMP and MS4 permit to evaluate all progress towards the Minimum Control Measure (MCM) measurable goals and to identify which measurable goals still need to be completed. Halff will meet with the Town to discuss the previous Year 2 Annual Report, Best Management Practices (BMPs), timeline of activities, program goals, and annual reporting requirements. The primary goal of this meeting will be to discuss progress achieved during reporting Year 3 (2021) towards the measurable goals of each MCM and Best Management Practices (BMP) from the current SWMP.</li> </ol>
<b>Additional Services Available:</b>	None
<b>Deliverables:</b>	<ol style="list-style-type: none"> <li>1. 3 copies of the draft Year 3 Annual Report. Submit 1 hard copy to TCEQ Austin , 1 hard copy to TCEQ field office in Tarrant County, and 1 hard copy to the Town of Hickory Creek</li> <li>2. Electronic deliverables – Year 3 Annual Reports</li> </ol>
<b>Items Furnished by Town:</b>	<ol style="list-style-type: none"> <li>1. Documentation related to recent SWMP progress towards measurable goals, etc. from January 1, 2021 to December 31, 2021</li> </ol>
<b>Schedule:</b>	Complete by the permit deadline (March 31, 2021)
<b>Fees:</b>	<p>Total Fee: <b>\$5,000.00</b></p> <p>This is a (<u>Cost Plus Maximum</u>) Fee and will be billed monthly on an hourly basis. Direct costs (mileage, copies, etc) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1. Services will be billed in accordance with the Rate Schedule and the Unit Pricing Schedule included in the master agreement. The maximum amount of this Task Order will not be</p>



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

**EXHIBIT A**

	exceeded without written authorization from the Town.
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Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis**, dated March 12, 2012, between Halff Associates and the Town of Hickory Creek. Halff Associates will bill the above described services under project number AVO 37638.322.

Submitted:

Approved:

**HALFF ASSOCIATES, INC.**

**TOWN OF HICKORY CREEK, TEXAS**

By: David A. Burkett  
Signature

By: \_\_\_\_\_  
Signature

David A. Burkett  
Printed Name

\_\_\_\_\_  
Printed Name

Transportation Team Leader  
Title

\_\_\_\_\_  
Title

February 10, 2022  
Date

\_\_\_\_\_  
Date

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0328-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND CLOUDGAVEL, LLC CONCERNING ELECTRONIC WARRANT SERVICE; 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 CloudGavel, LLC (hereinafter the "Agreement") for the Town’s access to electronic warrant services, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 28<sup>th</sup> of March, 2022.

---

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

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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



# CloudGavel

SERVES JUSTICE. SAVES TIME.



## CLOUDGAVEL PROPOSAL FOR ELECTRONIC WARRANTS CLOUD BASED SERVICES

Hickory Creek Police Department  
1075 Ronald Reagan Avenue, Hickory Creek, TX 75065  
02-16-22

Submitted by:  
Casey Roussel, President / CCO  
CloudGavel  
504-559-2607  
Casey.roussel@cloudgavel.com



SERVES JUSTICE.  
SAVES TIME.

## OVERVIEW

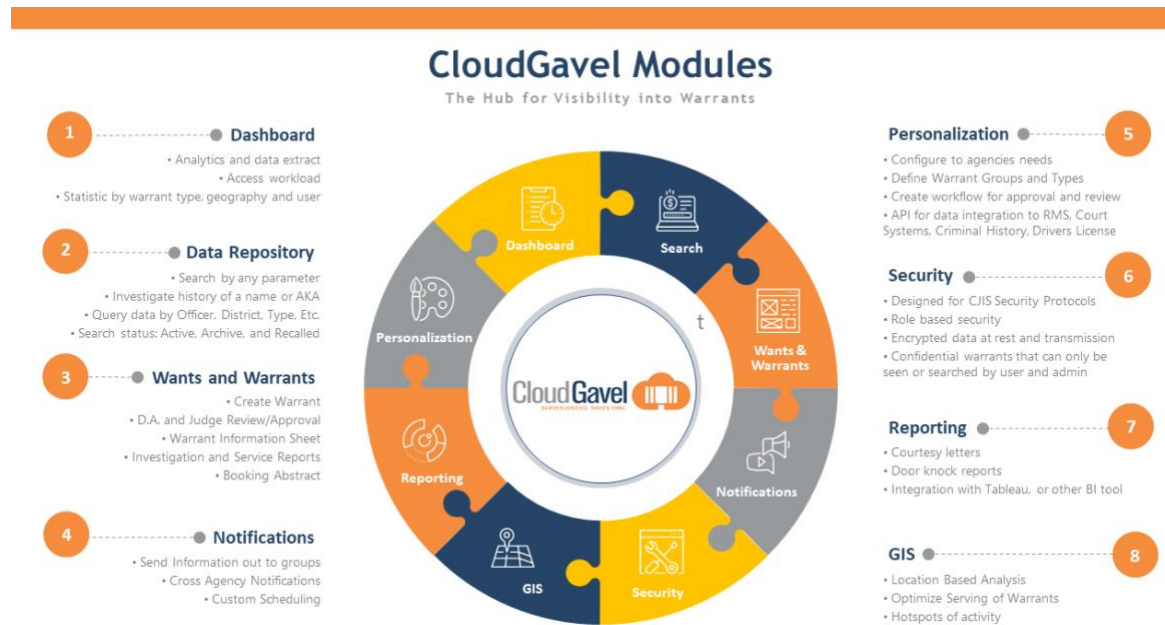
CloudGavel is the global leader in electronic warrants. We are committed to national leadership in training, best practices, awareness and product innovation. Our single focus is to help law enforcement professionals, judges, courts and clerks of court have the best available technology, training and processes available for warrant creation, servicing and archiving.

## CloudGavel SOLUTION

CloudGavel is pleased to submit this proposal for services to support the Hickory Creek Police Department with our cloud based electronic warrants solution. CloudGavel brings speed and efficiency to the Warrant process. The CloudGavel solution is all inclusive and delivers these impressive features:

- **Latest Technology** - Old paper-based systems are being replaced by electronic systems that save time increasing law enforcement effectiveness while cutting costs out of the process. Any internet capable device can prepare and submit warrants to the judge, from anywhere at any time.
- **Common warrant language and forms** – within an agency, within a judicial district, and within a state....consistent and specific forms, workflow and process improves productivity for everybody
- **Economical and Flexible** – solution supports unlimited users in your agency. Simple to set up, administer and use...no hardware or software to install or support. Pricing is population based so the cost scales from smaller to larger agencies. A single agency can participate along with their judge (s), or all agencies in a judicial district or county can participate together as a multi-jurisdiction solution..... regional solutions can easily grow out over time.
- **Tailored for your State and Agency** – CloudGavel at no cost to your agency sets up your unique state forms (arrest, subpoena, etc.) and your statutes, as well as your judges/districts and other location specific data to speed data entry and warrant creation
- **Custom Integrations** – where desired, API's allow integration of CloudGavel with agency RMS systems eliminating duplicate data in many cases and enabling effective information sharing.
- **Enhanced Security** – CJIS compliant hosting environment with highest security protocols hosted on Amazon's government AWS cloud hosting environment – the best quality in the world.

## Industry Leading Warrants Process



CloudGavel simplifies and expedites the warrant approval and issuance process by allowing public safety officers to use any device with secure internet access to log on to our web application and generate a warrant. After the electronic warrant is automatically populated, it is then electronically sent to a judge for review and approval.

## Fast Justice

CloudGavel enables law enforcement officers to act quickly and to ensure the safety of those officers as well as the general public. Law enforcement officers are able to take action as soon as they have probable cause, thereby reducing the possibility that a suspect will be tipped off and flee. If required, a secure video conferencing link between the officer and judge can be utilized. A judge is able to review the warrant and respond from anywhere, eliminating the need to physically be in an office.

## Value

CloudGavel saves countless hours, and even days, of lost time over the course of a year. By maximizing the efficient deployment of police resources, agencies reduce unplanned overtime used to process warrants and file paperwork.



SERVES JUSTICE.  
SAVES TIME.

## Proposal for the Hickory Creek Police Department

We are providing an unlimited use license for all law enforcement officers, courts, and city attorney users for our CloudGavel electronic warrants solution within the City of Hickory Creek, Texas. Users from agencies outside of Hickory Creek, Texas are not permitted.

### Billing and Support

1. At contract signing, the first years' service and billing starts, and payment is due net 30.
2. The Hickory Creek Police Department will pay an annual fee of **\$1,000** for an unlimited use license, which is billed annually. This license allows the Departments within the City of Hickory Creek to add unlimited users and complete an unlimited number of warrants.
3. Client will provide a list of users for CloudGavel to set up initially.
4. CloudGavel supports the electronic Warrants solution with 24 by 7 telephone and email support – support continues for as long as client remains a supported customer. Telephone/email support is backed by a growing library of on-line video tutorials and self-paced learning.
5. This agreement auto-renews annually unless cancelled by either party.

Agreed to and Accepted:  
For CloudGavel, LLC

Casey D. Roussel      02-16-22  
Casey Roussel.      Date  
President / CCO

For Hickory Creek Police Department

\_\_\_\_\_  
NAME:      Date  
TITLE:

**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2022-03-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY CHANGING THE ZONING ON A CERTAIN TRACT OF LAND DESCRIBED AS 11.6191 ACRES LOCATED IN THE J.W. SIMMONS SURVEY, ABSTRACT NO. 1163 IN DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN, TO DESIGNATE THE PROPERTY AS A PLANNED DEVELOPMENT (PD) ZONING DISTRICT; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE PLANNED DEVELOPMENT ZONING DISTRICT FOR THE SUBJECT PROPERTY; PROVIDING A CONCEPT PLAN; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SAVINGS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the owner/representative of a tract of land (the “Land”), described as a 11.6191 acre tract of land located in the J.W. Simmons Survey, Abstract No. 1163 in Denton County, Texas and being more specifically described in Exhibit “A” attached hereto and incorporated herein, has applied for a zoning change to PD (Planned Development); and

**WHEREAS**, such application further requested an amendment to the official Zoning District Map of the Town in accordance with the zoning ordinance of the Town (the “Zoning Ordinance”); and

**WHEREAS**, all legal notices, requirements and conditions having been complied with, the case to rezone the Land came before the Planning and Zoning Commission; and

**WHEREAS**, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the Town has forwarded to the Town Council its recommendation regarding the adoption of the amendment to the Comprehensive Zoning Ordinance as set forth in this Ordinance; and



**WHEREAS**, after complying with all legal notices, requirements, and conditions, a public hearing was held before Town Council at which the Town Council considered, among other things, the character of the land and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the Town, and does hereby find that the rezoning approved hereby accomplishes such objectives; and

**WHEREAS**, the Town Council has determined that there is a necessity and need for the change in zoning and that the proposed change is consistent with the Comprehensive Land Use Plan.

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

**SECTION 1.**  
**INCORPORATION OF PREMISES**

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

**SECTION 2.**  
**FINDINGS**

After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the Town Council has concluded that the adoption of this Ordinance is in the best interests of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

**SECTION 3.**  
**REZONING**

The zoning ordinance of the Town of Hickory Creek, Texas, the same being the Town's Comprehensive Zoning Ordinance, is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed:

- A. The zoning on the Land, more particularly described in Exhibit "A", attached hereto and incorporated herein, is hereby designated PD (Planned Development) for use in accordance with the requirements of this Ordinance and all other applicable ordinances, rules, and regulations of the Town. Requirements of this Ordinance are more specifically described and set forth in Exhibits "B" and "C", which are attached hereto and incorporated herein for all purposes and shall apply to the "PD" Planned Development unless otherwise specified in such Exhibits.
  - 1. Concept Plan. A planned concept plan for the Land, and all parts thereof, is attached hereto as Exhibit "B", "Planned Concept" and incorporated herein as if copied in its entirety. Such Planned Concept shall be adhered to in carrying out the development of the land in accordance with this Ordinance, and compliance with each and every part of such plan shall constitute a condition precedent to the issuance of any building permit for the land in this Planned Development District.

2. Development Standards. The development standards for this Planned Development are attached hereto as Exhibit “C”, “Development Standards”, and are incorporated herein as if copied in their entirety. Such standards and regulations include, but are not limited to, building standards, parking requirements, landscape standards, sign standards, and lighting standards. Such Development Standards shall be adhered to in carrying out the development of the land in accordance with this Ordinance and shall individually and collectively constitute conditions precedent to the granting of any Certificate of Occupancy for all structures within this Planned Development.

**SECTION 4.**  
**APPLICABLE REGULATIONS**

In all respects the Land shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town including but not limited to the Town’s subdivision ordinance, building codes, requirements concerning preliminary and final site plans, and landscape plans. It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as outlined by this Ordinance.

**SECTION 5.**  
**NO VESTED INTEREST**

No developer or property owner shall acquire any vested interest in this Ordinance, the Planned Development District or in any other specific regulations contained herein. Any provision of this Ordinance may be repealed by the Town Council

**SECTION 6.**  
**ZONING MAP**

The Town Secretary is hereby directed to mark and indicate on the official Zoning District Map of the Town the zoning change herein made.

**SECTION 7.**  
**CUMULATIVE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance.

**SECTION 8.**  
**SAVINGS**

All rights and remedies of the Town of Hickory Creek, Texas, are expressly saved as to any and all violations of the provisions of any other Ordinance affecting regulations governing and regulating the zoning of land which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 9.**  
**SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 10.**  
**PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

**SECTION 11.**  
**PUBLICATION**

The Town Secretary of the Town of Hickory Creek is hereby directed to publish the Caption, Penalty and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

**SECTION 12.**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 13.**  
**EFFECTIVE DATE.**

This Ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this 28<sup>th</sup> day of March, 2022.

---

Lynn Clark, Mayor  
Town of Hickory Creek, Texas

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

**Exhibit A**  
**Legal Description**

**BEING** a tract of land situated in the J.W. Simmons Survey, Abstract No. 1163, Town of Hickory Creek, Denton County, Texas and being a portion of a called 11.890 acre tract of land described as "Tract 1" in Special Warranty Deed to Hickory Creek Crossing, LP., recorded in Document Number 2004-24782, Deed Records, Denton County, Texas, and a portion of a called 6.271 acre tract of land described in Special Warranty Deed to Hickory Creek Crossing, L.P., recorded in Document Number 2004-24783 of said Deed Records, and being more particularly described as follows:

**COMMENCING** at an "X" cut in concrete found for the southwest corner of Lot 1R, Block 1, Hickory Creek Market Place Addition, an addition to the Town of Hickory Creek, according to the plat recorded in Document Number 2018-422, Plat Records, Denton County, Texas, and being in the west line of said 6.271 acre tract and the east right-of-way line of Hickory Creek Boulevard (a variable width right-of-way);

**THENCE** departing said east right-of-way line of Hickory Creek Boulevard and with the south line of said Lot 1R, the following courses and distances:

North 89°41'57" East, a distance of 172.03 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the **POINT OF BEGINNING**;

North 89°41'57" East, a distance of 58.58 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southeast corner of said Lot 1R;

**THENCE** with the east line of said Lot 1R, North 0°10'33" West, a distance of 286.05 feet to a 1/2" iron rod with plastic cap stamped "O'NEIL 6570" found for the northeast corner of said Lot 1R in the south right-of-way line of F.M. 2181 (a variable width right-of-way);

**THENCE** with said south right-of-way line of F.M. 2181, North 89°49'27" East, a distance of 80.26 feet to an "X" cut in concrete found for the northwest corner of Lot 2, Block 1, Hickory Creek Market Place Addition, an addition to the Town of Hickory Creek, according to the plat recorded in Cabinet V, Page 787, of said Plat Records;

**THENCE** with the west line of said Lot 2, the following courses and distances:

South 0°09'18" East, a distance of 40.00 feet to an "X" cut in concrete set for corner;

South 89°50'42" West, a distance of 40.00 feet to an "X" cut in concrete set for corner;

South 0°09'18" East, a distance of 193.66 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southwest corner of said Lot 2;

**THENCE** with the south line of said Lot 2, North 89°50'42" East, a distance of 171.45 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southeast corner of said Lot 2;

**THENCE** with the east line of said Lot 2, North 0°09'18" West, a distance of 16.27 feet to a 1/2" iron rod with plastic cap stamped "WAI" found for the southwest corner of Lot 1, Block 1, Kwik Kar Addition, an addition to the Town of Hickory Creek, according to the plat recorded in Cabinet O, Page 73, of said Plat Records;

**THENCE** with the south line of said Lot 1 and the south line of Lot 2, Block 1, of said Kwik Kar Addition, North 89°43'12" East, passing at a distance of 167.10 feet, a 1/2" iron rod with cap found for the southwest corner of Lot 3, Block 1, of said Kwik Kar Addition, continuing along the south line of said Lot 3 for a total distance of 183.07 feet to an "X" cut in concrete set for corner;

**THENCE** continuing with said south line of Lot 3, South 88°51'54" East, passing at a distance of 215.50 feet, a 1/2" iron rod with plastic cap stamped "WAI" found for the southeast corner of said Lot 3 and the southwest corner of the Ronald McDonald Addition, an addition to the Town of Hickory Creek, recorded in Cabinet N, Page 168 of said Plat Records, continuing with the south line of said Ronald McDonald Addition, for a total distance of 569.27 feet to a 1/2" iron rod with cap stamped "WAI" found for the northwest corner of Lot 5, Block 1, International House of Pancakes Addition, an addition to the Town of Hickory Creek, according to the plat recorded in Cabinet W, Page 418 of said Plat Records;

**THENCE** departing said south line of the Ronald McDonald Addition and with the northwest line of said Lot 5, South 58°57'41" West, a distance of 210.17 feet to a 1/2" iron rod with plastic cap stamped "WAI" found for the west corner of said Lot 5;

**THENCE** with the southwest line of said Lot 5, South 31°02'19" East for a distance of 141.35 feet to a 1/2" iron rod with cap stamped "WAI" found for the south corner of said Lot 5;

**THENCE** with the southeast line of said Lot 5, North 58°57'41" East for a distance of 269.79 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the east corner of said Lot 5 in the southwest right-of-way of Interstate Highway 35 East (a variable width right-of-way) and at the beginning of a curve to the right having a central angle of 0°49'29", a radius of 5,579.60 feet, a chord bearing and distance of South 36°05'33" East, 80.31 feet;

**THENCE** with said southwest right-of-way line, in a southeasterly direction, an arc distance of 80.31 feet to a point for the northeast corner of a called 0.94 acre tract of land described in Special Warranty Deed with Vendor's Lien to SNS Riverfront LLC recorded in Document No. 2019-77059 of said Official Records, from which a 1/2" iron rod with cap stamped "CEI" found bears North 75°53'14" East, at a distance of 0.32 feet;

**THENCE** departing said southwest right-of-way of Interstate Highway 35 East with the northwest line of said 0.94 acre tract, the following courses and distances:

South 58°57'41" West for a distance of 50.13 feet to a 1/2" iron rod with plastic cap stamped "WAI" found for corner;

North 35°41'09" West for a distance of 40.13 feet to a point for corner, from which a 1/2" iron rod found bears North 28°56'36" East, at a distance of 0.25 feet;

South 58°57'41" West for a distance of 223.48 feet to a 1/2" iron rod with cap stamped "CEI" found for the west corner of said 0.94 acre tract;

**THENCE**, with the southwest line of said 0.94 acre tract, South 31°02'20" East, passing at a distance of 153.60 feet a 1/2" iron rod found for the south corner of said 0.94 acre tract, continuing over and across said 11.890 acre tract, for a total distance of 240.23 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner in the south line of said 11.890 acre tract and the north line of a tract of land described as "Tract 1" in Special Warranty Deed to Yasi Land Holdings, L.P., recorded in Document Number 2018-16029, Official Public Records, Denton County, Texas;

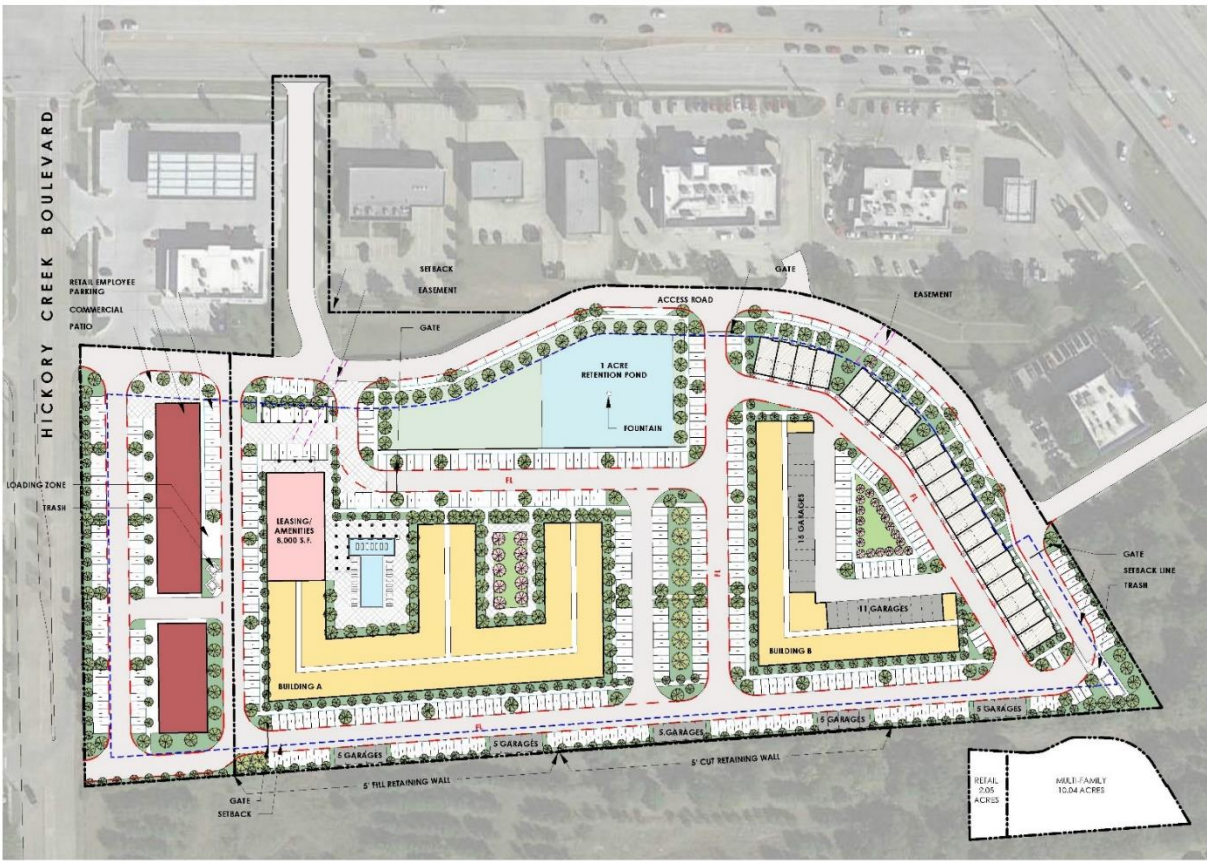
**THENCE** with the north line of said Yasi Land Holdings, L.P. tract, South 85°53'29" West, a distance of 1,050.04 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the corner;

**THENCE** departing said north line of the Yasi Land Holdings, L.P. tract, over and across said called 6.271 acre tract, North 01°26'09" West a distance of 485.78 feet to the **POINT OF BEGINNING** and containing 11.6191 acres or 506,127 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

# Exhibit B

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### TABULATION: OPTION A

- SITE AREA:** 10.81 ACRES
  - MULTIFAMILY SITE: 10.44 AC
  - COMMERCIAL SITE: 2.05 ACRES
  - DETAIL: 39 UNITS/ACRE
  - PAF: 3.4
- MF BUILDING INFORMATION:**
  - 4 STORY WOOD FRAME MULTIFAMILY BUILDINGS WITH TUCK-UNDER GARAGES, TYPE V-A
- MULTIFAMILY:**
  - 317,550 CSF
  - 254,910 NFSF
  - LEASING AREA: 8,000 SF
  - EFFICIENCY: 43%
  - PLANTING: 45,000 SF (12% OF SITE)
  - TOTAL: 274 UNITS @ 925 SF/UNIT
- CARRIAGE HOUSES:**
  - TOTAL - 20 UNITS
- PARKING INFORMATION:**
  - JPI PARKING STANDARD FOR MF:**
    - 1 PARKING SPACE PER BEDROOM
    - 0.25 PARKING SPACES PER UNIT FOR VISITORS
  - ASSUMED UNIT MIX:
    - 60% 1 BR/1U - 150 UNITS = 150 PARKING SPACES
    - 30% 2 BR/1U - 52 UNITS = 104 PARKING SPACES
    - 9% 3 BR/1U - 14 UNITS = 42 PARKING SPACES
    - VISITORS = 29% X 0.25 = 74 PARKING SPACES
    - TOTAL = 440 PARKING SPACES - REQUIRED**
- MULTIFAMILY:**
  - INSIDE GATE PARKING**
    - SURFACE PARKING - 346 PS (71%)
    - GARAGES - 51 PS (11.4%)
  - OUTSIDE GATE PARKING**
    - SURFACE PARKING - 91 PS (18.6%)
  - TOTAL - 488 PS @ 1.77 P/U (100%)
- CARRIAGE HOUSES:**
  - 2 PARKING SPACES/GARAGE
  - TOTAL - 40 PARKING GARAGES**
- COMMERCIAL:**
  - 43 SURFACE PARKING SPACES

### LOCATION MAP



Scale: 1" = 100'-0"

02/22/2022 | SITE PLAN | D1.01 | CITY OF HICKORY CREEK - TX | DA 21006





**Exhibit C**  
***Development Standards***

The regulations set forth in this section of the development standards are for the Planned Development (PD) District for the above referenced tract which is comprised of approximately 11.6191 acres as described in Exhibit A (the “Subject Property”).

1. The base zoning applicable to the Property shall be MF-1 Apartment District. All the development and use standards applicable to that designation shall apply to the Property, unless specifically altered herein.
2. The site plan shall substantially conform to the conceptual site plan provided in Exhibit B.
3. Multiple buildings may be located on a single site provided separation meet fire code requirements. Each multi-family building over 3 stores must have minimum 9-foot ceiling heights, conditioned corridors, and serviced by an elevator. All buildings constructed on the Property must not exceed 4 stories.
4. There are no minimum enclosed storage requirements.
5. Parking improvements shall be provided at the rate 1 parking space per bedroom with an additional 0.25 per unit.
6. The following shall be prohibited with the Project:
  - a. Open storage, with the exception of architecturally treated covered storage for outdoor sporting equipment (e.g. kayaks and canoes); and
  - b. Parking of boats, campers, trailers, and other recreational vehicles, except and unless these are within enclosed garages.
7. The property shall include perimeter fencing which may consist of a combination of the building facade, gates, and wrought iron/masonry fencing. A masonry wall shall not be required between the subdistricts.
8. Standalone garages are permitted within the rear yard setback.
9. Mass grading of the site is permitted as required to develop the site in accordance with the concept plan. All disturbed, unpaved areas shall be fully sodded or covered with landscaping materials, such as ground cover. For clarity this provision shall exclude natural areas undisturbed by development on the Property.
10. All existing trees on-site may be cleared provided the developer contribute \$50,000 to the Town tree fund and plant approximately 350” DBH of replacement trees.
11. All planted landscape areas shall be irrigated by a fully automated irrigation system.

12. Garbage collection area shall be fully screened by solid masonry screening with a minimum of six (6) feet in height and designed with a gate constructed of durable material. A single location for garbage collection shall be permitted so long as the Property is served by a valet trash service.
13. Building facades shall be constructed of the following material with a minimum of 90% coverage: stone (including manufactured veneers), brick, brick veneer, cementitious products, architectural metal panels or other similar building materials. No vinyl siding shall be used. Masonry is defined as brick, pre-cast concrete, stone, stucco (must be ½ inch, fiber reinforced stucco, over paper backed, metal lathe, with scratch coat and finish coat (2 coat system; example: Fastwall by LaHabra), cementous siding, or waterproof masonry painted concrete blocks.
14. The project will have no more than 30 units/acre and the following minimum bedroom unit densities shall apply to the overall multi-family unit mix on the Property:
  - a. A minimum of 65% single bedroom units with minimum 600 SF
  - b. 25% - 30 % two-bedroom units with minimum 950 SF
  - c. 5% - 10% three-bedroom units with minimum 1,250 SF
  - d. 15 – 20 carriage homes
  - e. A minimum 8,000 square feet of leasing/amenity space.
15. Stormwater detention may not utilize retaining walls. A minimum of 1 acre of open space for recreational activities shall be provided. Recreational activities may include active areas such as pools and courtyards and passive areas such as retention ponds.



March 18, 2022  
AVO 37638.200

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

**RE: Jefferson Hickory Creek – Preliminary Plat  
C-1 Zoning Review**

Dear Ms. Chaudoir:

Halff Associates received a request to review a Preliminary Plat application for Jefferson Hickory Creek on January 28, 2022. Subsequent submittals were received March 7 and March 17, 2022. The surveyor/engineer is Kimley-Horn and Associates, Inc. The owner/developer is Jefferson Hickory Creek.

The previous reviews were based on a presumed zoning change from C-1 to PD for the proposed Lot 2, with an accompanying site plan and design package. The Hickory Creek Planning and Zoning Commission did not recommend approval of the proposed PD zoning and site plan at their March 22 meeting. The Preliminary Plat application is still under consideration. Therefore, Halff was asked to review the Preliminary Plat assuming the zoning remains C-1.

The comments noted as “C-1 Zoning Review” are regarding the issue of zoning requirements only and do not represent the changes that may come from the change in site plan needed to meet C-1 zoning.

**Halff has reviewed the Preliminary Plat and offers the following comments.**

**Preliminary Plat**

1. Please depict the Town Limits on the plat.  
*2<sup>nd</sup> Review: Addressed.*
2. Using the Site Plan included in the submitted Design Package, please include the approximate location of known easements, such as the fire lane and access easements, and a drainage easement to encompass the proposed detention pond. These should be adjusted as necessary for the final plat based on the final design plans for the development.  
*2<sup>nd</sup> Review: Addressed.*
3. On the lot remaining C-1 Zoning, please depict the minimum setback lines as described in Town Ordinances.  
*2<sup>nd</sup> Review: Addressed.*  
**C-1 Zoning Review: The front yard for C-1 zoning shall have a minimum depth of 40 feet.**
4. The planned retention pond will require an emergency spillway encompassed by a drainage easement that directs overflow a receiving stream or right-of-way. Please show anticipated location of drainage easement for required spillway.  
*3<sup>rd</sup> Review: Addressed.*
5. The Town’s Engineering Design Manual requires a Traffic Impact Analysis (TIA) for development with more than 500 peak hour vehicle trip generation or more than 5,000 vehicle trip generation per day. Please provide a memo, to be signed and sealed by a licensed professional engineer, assessing the proposed vehicle trip generation for this property. If the analysis of trip generation indicates an increase of greater than the aforementioned thresholds, a full TIA will be required.

3<sup>rd</sup> Review: Addressed. A calculation of anticipated vehicle trip generation was provided. Applicant will provide a memo showing calculations and methodology for determining the project trip generation before moving from preliminary to final plat/development plans review. If the review of the memo results in the need for a TIA, the applicant will be responsible for preparing the TIA for review.

C-1 Zoning Review: With C-1 zoning the usage of the land will be different than the site plan presented. The trip generation projections provided would, therefore, be different for the type of usage allowed with C-1 zoning. Please update the projections when land use is determined.

6. Add label for easement along lot line (see markup).

3<sup>rd</sup> Review: Addressed.

7. Add widths of easements throughout (see markup).

3<sup>rd</sup> Review: Addressed.

8. Correct the radius in the easement in the southeast corner of the plat (see markup).

3<sup>rd</sup> Review: Addressed.

### **Drainage Study**

9. A Drainage Study will be required before review of construction plans or the final plat. The preliminary plat is being reviewed without the benefit of a Drainage Study. Review and acceptance of the Drainage Study review may cause the addition or modification of easements shown in the preliminary plat.

### **Tree Survey**

10. Town Ordinance 10.02.004(a) will require 137 trees be provided on the site (10 trees per acre) or otherwise mitigated by planting trees elsewhere in the town.

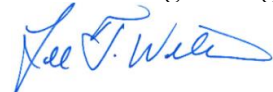
11. Town Ordinance 10.02.004(h) requires mitigation for the removal of protected trees at 1.5 times the caliper width of the removed trees. The required mitigation should be calculated for each tree, then a total sum of the mitigation can be calculated. The result is 5,724 caliper inches of mitigation required based on the information provided.

3<sup>rd</sup> Review: The proposed Planned Development standards include a provision to mitigate tree clearing with 350 caliper inches of tree planting and \$50,000 paid into the Town's tree fund.

Sincerely,

### **HALFF ASSOCIATES, INC.**

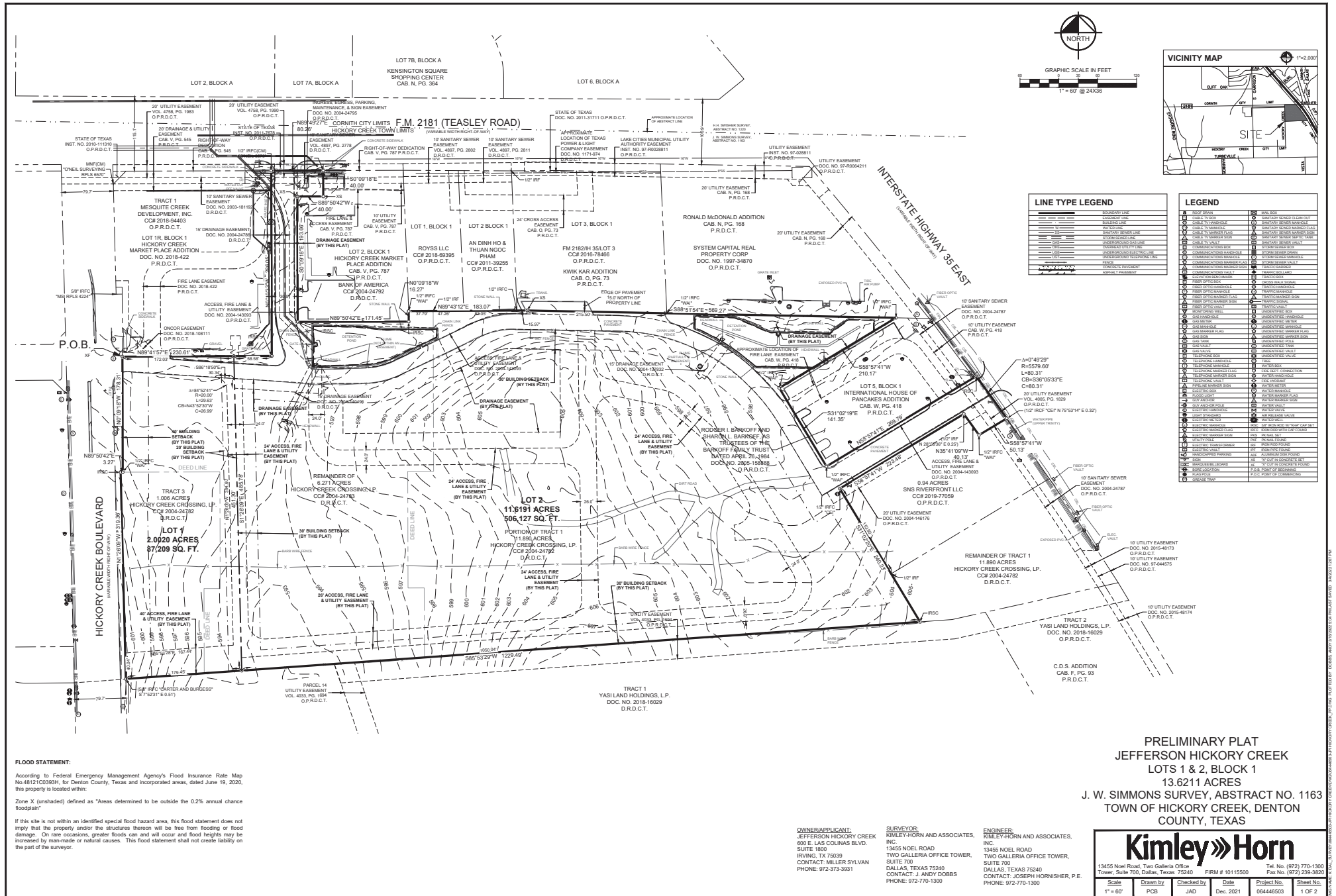
TBPELS Engineering Firm No. 312



Lee Williams, PE

Town Engineer for the Town of Hickory Creek

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



**FLOOD STATEMENT:**  
 According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0393H, for Denton County, Texas and incorporated areas, dated June 19, 2020, this property is located within:  
 Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplains".

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.

**OWNER/APPLICANT:**  
 JEFFERSON HICKORY CREEK, INC.  
 800 E. LAS COLINAS BLVD., SUITE 1800  
 IRVING, TX 75039  
 CONTACT: MILLER SYLVAN  
 PHONE: 972-373-3931

**SURVEYOR:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 13455 NOEL ROAD  
 TWO GALLERIA OFFICE TOWER, SUITE 700  
 DALLAS, TEXAS 75240  
 CONTACT: JOSEPH HORNSHNER, P.E.  
 PHONE: 972-770-1300

**ENGINEER:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 13455 NOEL ROAD  
 TWO GALLERIA OFFICE TOWER, SUITE 700  
 DALLAS, TEXAS 75240  
 CONTACT: JOSEPH HORNSHNER, P.E.  
 PHONE: 972-770-1300

**PRELIMINARY PLAT  
 JEFFERSON HICKORY CREEK  
 LOTS 1 & 2, BLOCK 1  
 13.6211 ACRES  
 J. W. SIMMONS SURVEY, ABSTRACT NO. 1163  
 TOWN OF HICKORY CREEK, DENTON  
 COUNTY, TEXAS**

Scale: 1" = 60'	Drawn by: PCB	Checked by: JAD	Date: Dec 2021	Project No.: 064446503	Sheet No.: 1 OF 2
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13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 | FIRM # 10115500 | Tel. No. (972) 770-1300 | Fax No. (972) 228-3920

**OWNER'S CERTIFICATION**

WHEREAS, JEFFERSON HICKORY CREEK is the owner of a tract of land situated in the J.W. Simmons Survey, Abstract No.1183, Town of Hickory Creek, Denton County, Texas and being a portion of a called 11,890 acres tract of land described as "Tract 1" and all of a called 1,008 acre tract of land described as "Tract 3" in Special Warranty Deed to Hickory Creek Crossing, L.P., recorded in Document Number 2004-04762, Deed Records, Denton County, Texas, and a portion of a called 6,271 acre tract of land described in Special Warranty Deed to Hickory Creek Crossing, L.P., recorded in Document Number 2004-24763 of said Deed Records, and being more particularly described as follows:

**BEGINNING** at an "X" cut in concrete found for the southwest corner of Lot 1R, Block 1, Hickory Creek Market Place Addition, an addition to the Town of Hickory Creek, according to the plat recorded in Document Number 2018-422, Plat Records, Denton County, Texas, and being in the west line of said 6.271 acre tract and the east right-of-way line of Hickory Creek Boulevard (a variable width right-of-way);

**THENCE** departing said east right-of-way line of Hickory Creek Boulevard and with the south line of said Lot 1R, North 89°41'57" East, a distance of 230.61 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southeast corner of said Lot 1R;

**THENCE** with the east line of said Lot 1R, North 0°10'33" West, a distance of 286.05 feet to a 1/2" iron rod with plastic cap stamped "ONEIL 6570" found for the northeast corner of said Lot 1R in the south right-of-way line of F.M. 2181 (a variable width right-of-way);

**THENCE** with said south right-of-way line of F.M. 2181, North 89°49'27" East, a distance of 80.26 feet to an "X" cut in concrete found for the northwest corner of Lot 2, Block 1, Hickory Creek Market Place Addition, an addition to the Town of Hickory Creek, according to the plat recorded in Cabinet V, Page 707, of said Plat Records;

**THENCE** with the west line of said Lot 2, the following courses and distances:

South 0°09'18" East, a distance of 40.00 feet to an "X" cut in concrete set for corner;  
South 89°50'42" West, a distance of 40.00 feet to an "X" cut in concrete set for corner;  
South 0°09'18" East, a distance of 193.68 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southwest corner of said Lot 2;

**THENCE** with the south line of said Lot 2, North 89°50'42" East, a distance of 171.45 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southeast corner of said Lot 2;

**THENCE** with the east line of said Lot 2, North 0°09'18" West, a distance of 18.27 feet to a 1/2" iron rod with plastic cap stamped "WA" found for the southwest corner of Lot 1, Block 1, Kwik Kar Addition, an addition to the Town of Hickory Creek, according to the plat recorded in Cabinet O, Page 73, of said Plat Records;

**THENCE** with the south line of said Lot 1 and the south line of Lot 2, Block 1, of said Kwik Kar Addition, North 89°43'12" East, passing at a distance of 167.10 feet, a 1/2" iron rod with cap found for the southwest corner of Lot 3, Block 1, of said Kwik Kar Addition, continuing along the south line of said Lot 3 for a total distance of 163.07 feet to an "X" cut in concrete set for corner;

**THENCE** continuing with said south line of Lot 3, South 88°51'54" East, passing at a distance of 215.50 feet, a 1/2" iron rod with plastic cap stamped "WA" found for the southeast corner of said Lot 3 and the southwest corner of the Ronald McDonald Addition, an addition to the Town of Hickory Creek, recorded in Cabinet N, Page 168 of said Plat Records, continuing with the south line of said Ronald McDonald Addition, for a total distance of 569.27 feet to a 1/2" iron rod with cap stamped "WA" found for the northwest corner of Lot 5, Block 1, International House of Pancakes Addition, an addition to the Town of Hickory Creek, according to the plat recorded in Cabinet W, Page 418 of said Plat Records;

**THENCE** departing said south line of the Ronald McDonald Addition and with the northwest line of said Lot 5, South 58°57'41" West, a distance of 210.17 feet to a 1/2" iron rod with plastic cap stamped "WA" found for the west corner of said Lot 5;

**THENCE** with the southwest line of said Lot 5, South 31°02'19" East for a distance of 141.35 feet to a 1/2" iron rod with cap stamped "WA" found for the south corner of said Lot 5;

**THENCE** with the southeast line of said Lot 5, North 58°57'41" East for a distance of 289.79 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the east corner of said Lot 5 in the southwest right-of-way of Interstate Highway 35 East (a variable width right-of-way) and at the beginning of a curve to the right having a central angle of 0°49'29", a radius of 5,578.60 feet, a chord bearing and distance of South 58°02'33" East, 60.31 feet;

**THENCE** with said southwest right-of-way line, in a southeasterly direction, an arc distance of 80.31 feet to a point for the northeast corner of a called 0.94 acre tract of land described in Special Warranty Deed with Vendor's Lien to SNS Riverfront LLC recorded in Document No. 2019-7059 of said Official Records, from which a 1/2" iron rod with cap stamped "CEI" found bears North 35°52'14" East, at a distance of 0.32 feet;

**THENCE** departing said southwest right-of-way of Interstate Highway 35 East with the northwest line of said 0.94 acres tract, the following courses and distances:

South 58°57'41" West for a distance of 50.13 feet to a 1/2" iron rod with plastic cap stamped "WA" found for corner;  
North 35°41'09" West for a distance of 40.13 feet to a point for corner, from which a 1/2" iron rod found bears North 28°56'38" East, at a distance of 0.25 feet;  
South 58°57'41" West for a distance of 223.48 feet to a 1/2" iron rod with cap stamped "CEI" found for the west corner of said 0.94 acres tract;

**THENCE**, with the southwest line of said 0.94 acre tract, South 31°02'19" East, passing at a distance of 153.60 feet a 1/2" iron rod found for the south corner of said 0.94 acre tract, continuing over and across said 11,890 acre tract, for a total distance of 240.23 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner in the south line of said 11,890 acre tract and the north line of a tract of land described as "Tract 1" in Special Warranty Deed to Yasi Land Holdings, L.P., recorded in Document Number 2018-16020, Official Public Records, Denton County, Texas;

**THENCE** with the north line of said Yasi Land Holdings, L.P. tract, South 85°53'29" West, a distance of 1,229.49 feet to a to a point for the northwest corner of said Yasi Land Holdings, L.P. tract in said east right-of-way line of Hickory Creek Boulevard, from which a 5/8" iron rod with plastic cap stamped "CARTER AND BURGESS" bears South 7°52'31" East, at a distance of 0.51 feet;

**THENCE** with the east right-of-way of Hickory Creek Boulevard (a variable width right-of-way), the following courses and distances:

North 01°26'09" West for a distance of 319.36 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;  
North 89°02'42" East for a distance of 3.29 feet to a 1/2" iron rod with cap stamped "WA" found for corner;  
North 00°09'18" West a distance of 178.31 feet to the **POINT OF BEGINNING** and containing 13,621.1 acres or 593,336 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

**OWNER'S DEDICATION**

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That, JEFFERSON HICKORY CREEK, acting by and through their duly authorized agents, do hereby adopt this plat, designating the herein described property as JEFFERSON 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 of 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 indicated.

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 \_\_\_\_\_, 2021.

**JEFFERSON HICKORY CREEK**

BY:

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 \_\_\_\_\_, 2021.

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**

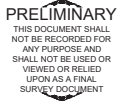
Mayor, Town of Hickory Creek, Texas \_\_\_\_\_ Date \_\_\_\_\_

**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 City of Hickory Creek, Texas.

Dated this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRELIMINARY**  
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELIED ON UNLESS IT IS A FINAL SURVEY DOCUMENT.  
J. Andy Dobbs  
Registered Professional Land Surveyor No. 6198  
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 PLAT**  
**JEFFERSON HICKORY CREEK**  
**LOTS 1 & 2, BLOCK 1**  
**13.6211 ACRES**  
**J. W. SIMMONS SURVEY, ABSTRACT NO. 1163**  
**TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS**

**OWNER/APPLICANT:**  
JEFFERSON HICKORY CREEK  
600 E. LAS COLINAS BLVD.  
SUITE 1800  
IRVING, TX 75039  
CONTACT: MILLER SYLVAN  
PHONE: 972-373-3931

**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:**  
KIMLEY-HORN AND ASSOCIATES, INC.  
13455 NOEL ROAD  
TWO GALLERIA OFFICE TOWER,  
SUITE 700  
DALLAS, TEXAS 75240  
CONTACT: JOSEPH HORNSHISHER, P. E.  
PHONE: 972-770-1300

**Kimley»Horn**  
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240  
FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 238-3820  
Scale: NA Drawn by: PCB Checked by: JAD Date: Mar. 2022 Project No.: 064446503 Sheet No.: 2 OF 2

20210310 10:52:10 AM C:\PROJECTS\2021\1163\1163-1\1163-1.dwg PLOT: 1163-1-PLAT.dwg PLOT: 1163-1-PLAT.dwg

**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2022-03-\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING CHAPTER 14 ZONING, ARTICLE VII SF-1 RESIDENTIAL DISTRICT, SECTION 3 AREA REGULATIONS; AMENDING CHAPTER 14 ZONING, ARTICLE VIII SF-2 RESIDENTIAL DISTRICT, SECTION 3 AREA REGULATIONS; AMENDING CHAPTER 14 ZONING, ARTICLE IX SF-3 RESIDENTIAL DISTRICT, SECTION 3 AREA REGULATIONS; AMENDING CHAPTER 14 ZONING, ARTICLE X TH-1 TOWNHOUSE DISTRICT, SECTION 3 AREA REGULATIONS; AMENDING CHAPTER 14 ZONING, ARTICLE XII.5 GMH GARTH ADDITION MOBILE HOME SINGLE-FAMILY RESIDENTIAL, SECTION 2 AREA REGULATIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AND EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council is empowered under section 51.012 of the Local Government Code to adopt ordinances necessary for the government, interest, welfare, or good order of the municipality, and under Chapter 211 of the Local Government Code to regulate land use within the Town; and

**WHEREAS**, the Town Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order of the Town.

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

**SECTION 1.**  
**INCORPORATION OF PREMISES**

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

**SECTION 2.**  
**FINDINGS**

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas and necessary for the government, interest, welfare, and good order of the Town.

**SECTION 3.**  
**AMENDMENTS**

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 14: Zoning, Article VII SF-1 Residential District, Section 3 Area Regulations, is hereby amended to add a subsection (11) which shall read:

“(11) *Impervious Surface Limit*: The total impervious surface installed upon any front yard or corner side yard shall not exceed 40%.”

3.02 That the Town of Hickory Creek Code of Ordinances, Chapter 14: Zoning, Article VIII SF-2 Residential District, Section 3 Area Regulations is hereby amended to add a subsection (11) which shall read:

“(11) *Impervious Surface Limit*: The total impervious surface installed upon any front yard or corner side yard shall not exceed 40%.”

3.03 That the Town of Hickory Creek Code of Ordinances, Chapter 14: Zoning, Article IX SF-3 Residential District, Section 3 Area Regulations is hereby amended to add a subsection (11) which shall read:

“(11) *Impervious Surface Limit*: The total impervious surface installed upon any front yard or corner side yard shall not exceed 40%.”

3.04 That the Town of Hickory Creek Code of Ordinances, Chapter 14: Zoning, Article X TH-1 Townhouse District, Section 3 Area Regulations is hereby amended to add a subsection (13) which shall read:

“(13) *Impervious Surface Limit*: The total impervious surface installed upon any front yard or corner side yard shall not exceed 40%.”

3.05 That the Town of Hickory Creek Code of Ordinances, Chapter 14: Zoning, Article XII.5 GMH Garth Addition Mobile Home Single-Family Residential District, Section 2 Area Regulations is hereby amended to add a subsection (A) (1) which shall read:

“(1) *Impervious Surface Limit*: The total impervious surface installed upon any front yard or corner side yard shall not exceed 40%.”

3.06 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

**SECTION 4.**  
**CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.



Provided, however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 5.**  
**SAVINGS CLAUSE**

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting utility rates and fees which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 6.**  
**SEVERABILITY**

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

**SECTION 7.**  
**PENALTY**

If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in a court of competent jurisdiction to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined, except as otherwise provided herein, in a sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

**SECTION 8.**  
**PUBLICATION CLAUSE**

The Town Secretary of the Town of Hickory Creek is hereby directed to publish in the Official newspaper of the Town of Hickory Creek, the Caption, Penalty Clause, and Effective Date clause of this Ordinance for two (2) days as required by Section 52.011 of the Texas Local Government Code.

**SECTION 9.**  
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 10.**  
**EFFECTIVE DATE**

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 28<sup>th</sup> day of March, 2022.

---

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



March 15, 2022  
AVO 37638.200

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

**RE: Point Vista & Northfield Drive (Ventana Addition Lot 5) - Replat  
5<sup>th</sup> Review**

Dear Ms. Chaudoir:

Halff Associates received a request to review a Replat application and Construction Plans for Lot 5 in the Ventana Addition, named Point Vista & Northfield Drive, on December 20, 2021. A second submittal was received for review on January 14, 2022. A third review request was received February 3, 2022, and a fourth was received February 11, 2022. A final review was requested March 2, 2022. The surveyor/engineer is The John R. McAdams Company, Inc. The owner/developer is Vantage Landmark Investments, LLC.

**Halff has reviewed the Final Replat and Construction Plans and recommends approval.**

**Final Plat**

1. TH-1 Zoning requires a minimum front yard setback of 20 feet and minimum rear yard setback of 30 feet. The proposed rear yard setback of 10 feet does not meet the minimum requirement.  
2<sup>nd</sup> Review: Not addressed. The Final Plat included is the same as the previous submittal.  
3<sup>rd</sup> Review: Not addressed. The plat still shows a 10 foot rear yard setback.  
4<sup>th</sup> Review: Addressed.
2. Please include Owner's dedication that includes the following:
  - a. Metes and bounds description.
  - b. Representation that dedicators own the property.
  - c. Dedication statement.
  - d. Reference and identification or name of final plat.
  - e. Surveyor certification in the form prescribed by the Subdivision Ordinance.2<sup>nd</sup> Review: Not addressed. The Final Plat included is the same as the previous submittal.  
3<sup>rd</sup> Review: Addressed.
3. Please correct text extending beyond the Owner/Developer identification block. (See markup.)  
2<sup>nd</sup> Review: Not addressed. The Final Plat included is the same as the previous submittal.  
3<sup>rd</sup> Review: Addressed.
4. Please use a solid fill and an arrow on the leader for the Project Site label in the Vicinity Map to help with legibility. (See markup.)  
2<sup>nd</sup> Review: Not addressed. The Final Plat included is the same as the previous submittal.  
3<sup>rd</sup> Review: Not addressed.  
4<sup>th</sup> Review: Addressed.

**Construction Plans**

5. Please add approval blocks for the Town including Town Engineer and Director of Public Works.  
2<sup>nd</sup> Review: Not addressed.  
3<sup>rd</sup> Review: Not addressed.  
4<sup>th</sup> Review: Addressed.

6. Construction plans must be prepared on 22" x 17" sheets allowing for reduction to half size sheets 11" x 17". Please note the plat needs to remain 24" x 36".

2<sup>nd</sup> Review: Not addressed. Applicant noted the Construction Plans would be resized for future submittal.

3<sup>rd</sup> Review: Plans not resized, but because the Town will have limited construction inspection of activities in public right-of-way, the plans can remain 24" x 36" in size.

7. Correct typo in benchmark identification. (See markup on Sheet C1.00)

2<sup>nd</sup> Review: Addressed.

8. Check the plans set for and correct references to City of Highland Village. These were noted in the General Notes on Sheet C4.00 and C5.00 but may occur elsewhere.

2<sup>nd</sup> Review: Not addressed. See Note 4 on Sheet C4.00.

3<sup>rd</sup> Review: Addressed.

### **Paving & Dimensional Control Plan**

9. Please label driveway grades.

2<sup>nd</sup> Review: Comment addressed; however, the maximum grade of a residential driveway is 10% per the Town's Engineering Design Manual.

3<sup>rd</sup> Review: Addressed.

10. Per Town Ordinance Chapter 14, Article X, Section 3(1)(e), TH-1 Zoning does not allow off-street parking in the front yard area.

2<sup>nd</sup> Review: Where is parking provided for the townhouses? Are there garages?

3<sup>rd</sup> Review: Applicant states there is no parking, and that these are only driveways. However, since the driveways are 30 feet long between the sidewalk and garage door, it is possible the driveways can be used for parking. Planning & Zoning should consider whether a 30-foot-long driveway, while not designated for parking, in effect violates the zoning requirement for no off-street parking in the front yard area of a TH-1 district.

4<sup>th</sup> Review: I am leaving this comment open so Planning & Zoning is aware and can consider the issue. The applicant has reduced the driveway to about 25 feet long from the sidewalk to the garage door. While this is shorter than previous versions, it is still long enough for parking vehicles, as the typical vehicle parking area is 18-20 feet long. I have no issue with this from an engineering review; I am only pointing out to ensure Planning & Zoning is aware. The only way to ensure no parking in the front of the townhome lots would be to require rear parking via a shared access in the HOA lot. Since the minimum front yard setback is 20 feet, any driveway in the front would be long enough for vehicles to park in front of the garages.

4<sup>th</sup> Review: Noted by P&Z.

11. Sidewalk rebar must be 14-inches on center each way.

3<sup>rd</sup> Review: Addressed.

12. Please remove the hatching and shading for removal items from this sheet.

3<sup>rd</sup> Review: Addressed.

13. "Connect to Existing Concrete Sidewalk" notes no longer needed.

3<sup>rd</sup> Review: Addressed.

14. Proposed fence along the back of the lots is located in the HOA lot. On the eastern two lots, the fence is located in the drainage easement along the flow line of the swale.

4<sup>th</sup> Review: Addressed.

### **Grading Plan**

15. The proposed plan includes lot-to-lot surface drainage, which is prohibited by the Town's Subdivision Ordinance Article VIII, Section 4(6). Lot runoff must go to open space, right-of-way, or easement.

3<sup>rd</sup> Review: Lot-to-lot drainage has been eliminated except an area of about 0.03 acre (1,300 square feet) in the southwest corner. Currently an area of approximately 0.08 acre drains from the subject property to the southwest onto the adjacent property. Because the proposed grading will reduce the runoff to the adjacent property and the volume of runoff is negligible (0.09 cubic feet per second in the 100-year storm event), I recommend allowing this area to drain to the south as shown in the grading plan.

16. The proposed wooden fences will block and trap runoff. (See markup).

3<sup>rd</sup> Review: Addressed.

17. Turn the swale in Lot 1X to the north and direct runoff from the southern part of the lot to the street. Ensure the swale is within Lot 1X and not straddling the property line.

3<sup>rd</sup> Review: Addressed.

### **Proposed Drainage Area Map**

18. The proposed plan includes lot-to-lot surface drainage, which is prohibited by the Town's Subdivision Ordinance Article VIII, Section 4(6). Lot runoff must go to open space, right-of-way, or easement. The proposed runoff from Lots 1X and 5R-1 to Lots 16 and 17 of Glenview is not allowed.

2<sup>nd</sup> Review: Not addressed. The contours show grading that directs all runoff to the street, but there is still drainage across lots. Also there are proposed solid wooden fences in the path of the concentrated flow. In order for drainage to be allowed from Lot 1X across Lot 5R-1, there would have to be a drainage easement overlaying the swale and no fences would be allowed. See comments on Grading Plan and markup.

3<sup>rd</sup> Review: Addressed. See also review notes on comment number 15.

### **Tree Survey**

19. Existing trees near the center of the existing lot and along the western boundary are not shown in the survey. Please include all trees and proposed plans for them.

2<sup>nd</sup> Review: Comment addressed.

20. Town Ordinance 10.02.004(a) will require 5 trees be provided on the site (0.492 acres at 10 trees per acre) or otherwise mitigated by planting trees elsewhere in the town. The protected 18-caliper-inch pecan tree to be preserved may be used to receive credit for this requirement. The 18-inch pecan equates to six tree credits, which covers the requirement for this site.

21. Town Ordinance 10.02.004(h) requires mitigation for the removal of protected trees at 1.5 times the caliper width of the removed trees. The 18-inch hackberry will require 27 caliper inches of mitigation. The 20-inch hackberry will require 30 caliper inches of mitigation. Total mitigation required is 57 inches. The tree credit for Section 10.02.004(d) is only applicable to the 10 trees per acre requirement. The landscape plan currently shows 39 caliper inches of tree planting via 13 trees at 3-inch diameter. Please increase the caliper inches of mitigation tree planting through either increasing the diameter of proposed trees or the number of proposed trees or pay mitigation of \$250 per caliper inch of the amount short per Town Ordinance.

### **Standard Construction Details**

22. A detail was inadvertently left off the sheet.

3<sup>rd</sup> Review: Addressed.

### **Landscape Plan**

23. Is the proposed fence going to be located on top of the proposed retaining wall?

3<sup>rd</sup> Review: Addressed.



Ms. Chris Chaudoir  
Town of Hickory Creek  
March 15, 2022  
Page 4

Sincerely,

**HALFF ASSOCIATES, INC.**

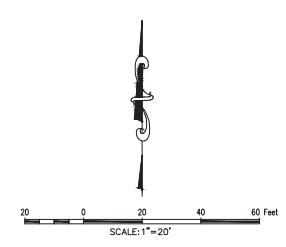
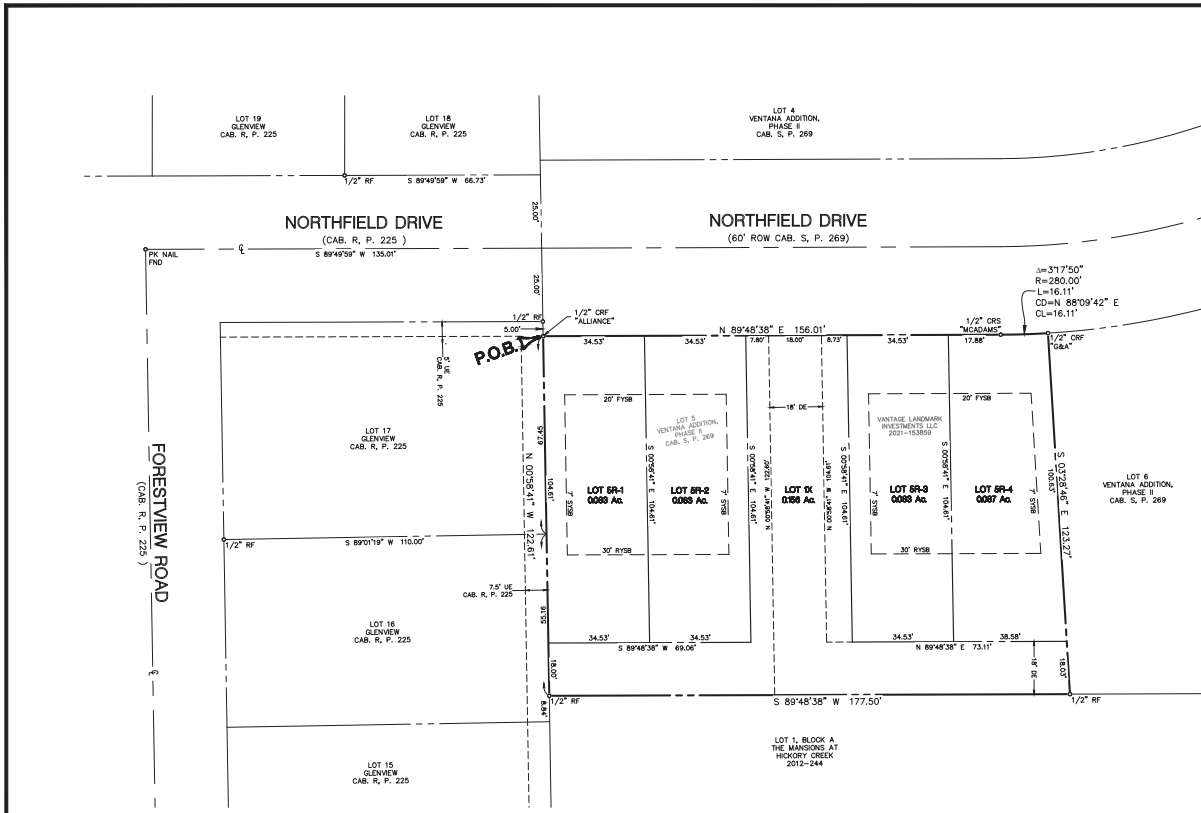
TBPELS Engineering Firm No. 312

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

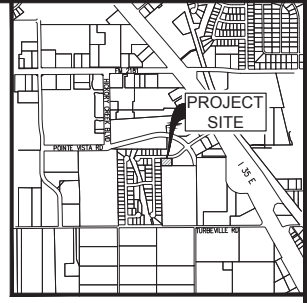
Lee Williams, PE

Town Engineer for the Town of Hickory Creek

C:     Kristi Rogers – Town Secretary  
       John Smith – Town Administrator  
       Jeffrey McSpedden – Town Public Works Director



- LEGEND**
- P.O.B. = POINT OF BEGINNING
  - RF = REBAR FOUND
  - CRF = CAPPED REBAR FOUND
  - FRFB = FRONT YARD SET BACK
  - RYSB = REAR YARD SET BACK
  - UE = UTILITY EASEMENT
  - DE = DRAINAGE EASEMENT



**NOTES:**

- Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
- According to Community/Panel No. 4812100393 H, effective June 19, 2020, of the FLOOD INSURANCE RATE MAP for Denton County, Texas & Incorporated Areas, by graphic plotting only, this property appears to be within Flood Zone "X" (areas of minimal flooding). 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.

- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.

Recommended for Approval

\_\_\_\_\_  
 Chairman, Planning and Zoning Commission  
 Town of Hickory Creek, Texas

Date \_\_\_\_\_

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 VENTANA 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.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2022.

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

**FINAL PLAT**  
**Lots 5R-1, 5R-2, 5R-3, 5R-4, & 1X,**  
**VENTANA ADDITION**  
**0.492 Acres**  
 in the  
**J. W. SIMMONS SURVEY, ABSTRACT NO. 1163**  
**TOWN OF HICKORY CREEK**  
**DENTON COUNTY, TEXAS**

The John R. McAdams Company, Inc.  
 111 Hillside Drive  
 Lewisville, Texas 75057  
 972.436.9712

231 County View Drive  
 Rowlett, Texas 75082  
 940.240.1012  
 TBP# 19162 TPL# 10194440  
 www.dgsom.com  
 www.mcadamsco.com

DRAWN BY: BC DATE: 9/15/2021 SCALE: 1"=20' JOB. No. SIG21001

**OWNER/DEVELOPER**  
**VANTAGE LANDMARK INVESTMENTS, L.L.C.**  
**708 DOVOTE RD**  
**CARROLTON, TX 75009**  
**PH. 972.696.6667**  
**Contract: KENNY POWELL**

**OWNER'S CERTIFICATE AND DEDICATION**

STATE OF TEXAS :  
 COUNTY OF DENTON :

BEING all that certain lot, tract, or parcel of land, situated in the J. W. Simmons Survey, Abstract Number 1163, Town of Hickory Creek, Denton County, Texas, and being all of Lot 5, Ventana Addition, Phase II, an addition to the Town of Hickory Creek, according to the plat thereof, recorded in Cabinet S, Page 269, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found, stamped "ALLIANCE", at the northwest corner of said Lot 5, being the southwest corner of a certain 60-foot right-of-way (ROW) dedication, as recorded in said plat of Ventana Addition, being in the south line of Northfield Drive, and being in the east line of Lot 17, Glenview, an addition to the Town of Hickory Creek, according to the plat thereof, recorded in Cabinet R, Page 225, Plat Records, Denton County, Texas, from which a 1/2" rebar found at the northeast corner thereof, bears N 00°58'41" W, 122.61 feet;

THENCE N 89°48'38" E, with the north line of said Lot 5, and the south line of Northfield drive, a distance of 156.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE northeasterly, with the north line of said Lot 5, and the south line of Northfield drive, with the arc of a curve to the left, having a radius of 280.00 feet, a central angle of 317°50', and an arc length of 16.11 feet, whose chord bears N 89°48'42" E, 16.11 feet, to a 1/2" capped rebar found, stamped "58A" at the northeast corner of said Lot 5, same being the northwest corner of Lot 5, of said Ventana Addition, and being in the south line of Northfield drive;

THENCE S 03°28'46" E, with the east line of said Lot 5, and the west line of said Lot 6, a distance of 123.27 feet to a 1/2" rebar found at the southeast corner of said Lot 5, same being the southwest corner of said Lot 6, and being in the north line of Lot 1, Block A, The Mansions at Hickory Creek, an addition to the Town of Hickory Creek, according to the plat thereof, recorded in Document Number 2012-244, Plat Records, Denton County, Texas;

THENCE S 89°48'38" W, with the south line of said Lot 5, and the north line of said Lot 1 a distance of 177.50 feet to a 1/2" rebar found at the southwest corner of said Lot 5, same being the northeast corner of said Lot 1, and being in the east line of Lot 16, of said Glenview Addition;

THENCE N 00°58'41" W, with the west line of said Lot 5, and the east line of said Lot 16, passing the northeast corner thereof, same being the southeast corner of said Lot 17, continuing a total distance of 122.61 feet to the POINT OF BEGINNING and containing approximately 0.492 acres.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT WE, VANTAGE LANDMARK INVESTMENTS LLC, the undersigned authority, do hereby adopt this plat designating the herein above described property as VENTANA ADDITION, an addition to the Town of Hickory Creek, Denton County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown hereon, and do hereby dedicate the easement strips shown on this plat for mutual use and accommodation of the Town of Hickory Creek and all other public utilities dealing to use, or using same. No buildings, fences, trees, shrubs, signs or other improvements shall be constructed or placed upon, over, or across the easement strips on said plat. The Town of Hickory Creek and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of the easements strips, and the Town of Hickory Creek and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. A blanket easement of five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes, street lights) is hereby granted to the Town of Hickory Creek for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances.

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

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

KENNY POWELL  
 STATE OF TEXAS :  
 COUNTY OF DENTON :

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared KENNY POWELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public  
 State of Texas

**SURVEYOR'S STATEMENT**

I, James Stowell, a Registered Professional Land Surveyor in the State of Texas, have prepared this plat of the above property from an actual survey on the ground, and this plat represents that survey made by me or under my supervision.

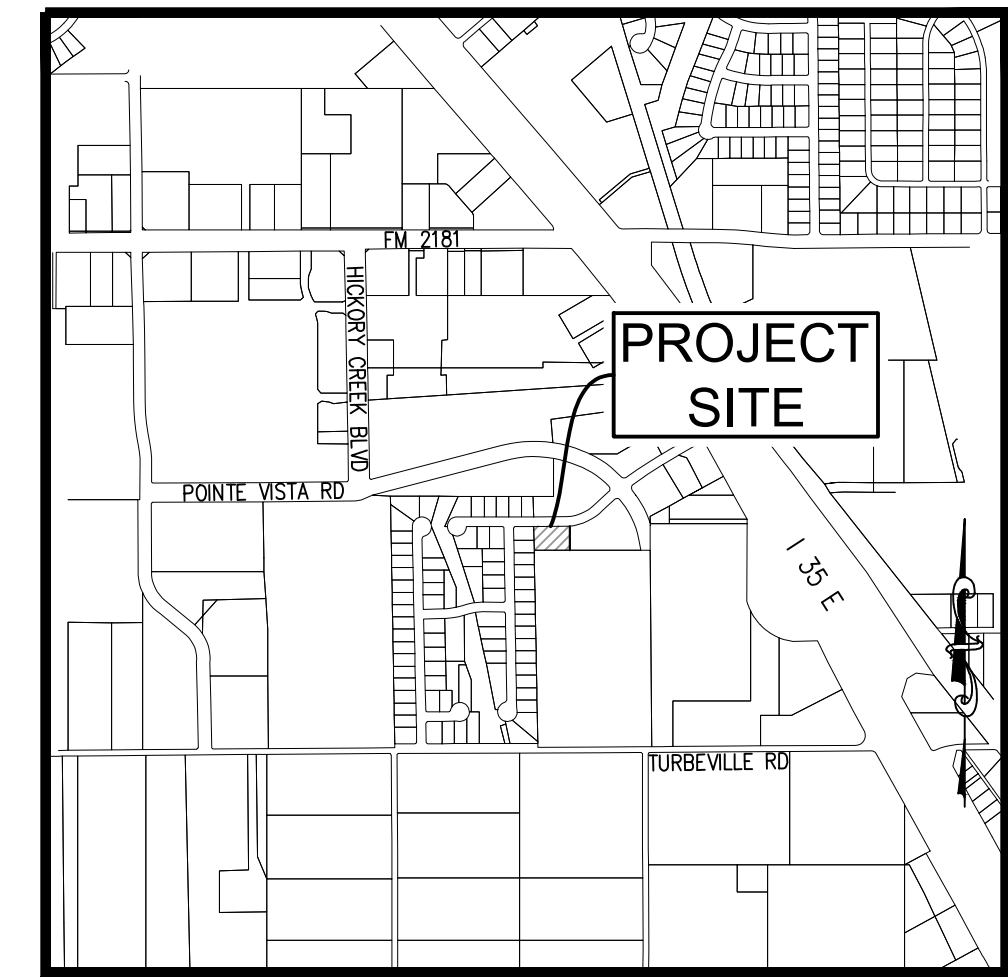
**PRELIMINARY DOCUMENT:**  
**THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**  
**JAMES STOWELL, RPLS 6513 8/8/22**

James Stowell, RPLS  
 Texas Registration No. 6513

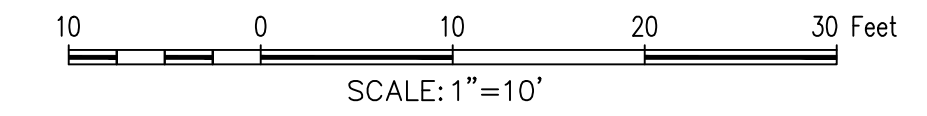
Plat No. 19162 TPL# 10194440 Surveyed and Platted 9/15/2021 by J.R. McAdams, RPLS 972.436.9712



NORTHFIELD DRIVE  
(60' ROW CAB. S. P. 269)



Vicinity Map 1"=1000'



SCALE: 1"=10'  
SET IN A BOX ON THE SOUTH EDGE OF SIDEWALK ALONG THE SOUTHSIDE OF NORTHFIELD DRIVE, BEING APPROXIMATELY 305- FEET FROM THE INTERSECTION OF NORTHFIELD DRIVE AND FORESTVIEW ROAD. ELEVATION: 595.8' N; 7,096,692.28 E; 2,415,761.39

SET IN A BOX ON THE SOUTH CURB LINE OF NORTHFIELD DRIVE, BEING APPROXIMATELY 155- FEET FROM THE INTERSECTION OF NORTHFIELD DRIVE AND FORESTVIEW ROAD. ELEVATION: 589.6' N; 7,096,700.37 E; 2,415,615.07

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTH 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'S RESPONSIBILITY TO INSURE ALL SLEEVING IS IN PLACE PRIOR TO PLACING PERMANENT PAVEMENT PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL PERMITS AND APPROVALS HAVE BEEN OBTAINED.
4. SIDEWALK RAMP 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.
6. REFER TO DETAIL P-6 FOR DRIVEWAY CONNECTION DETAILS

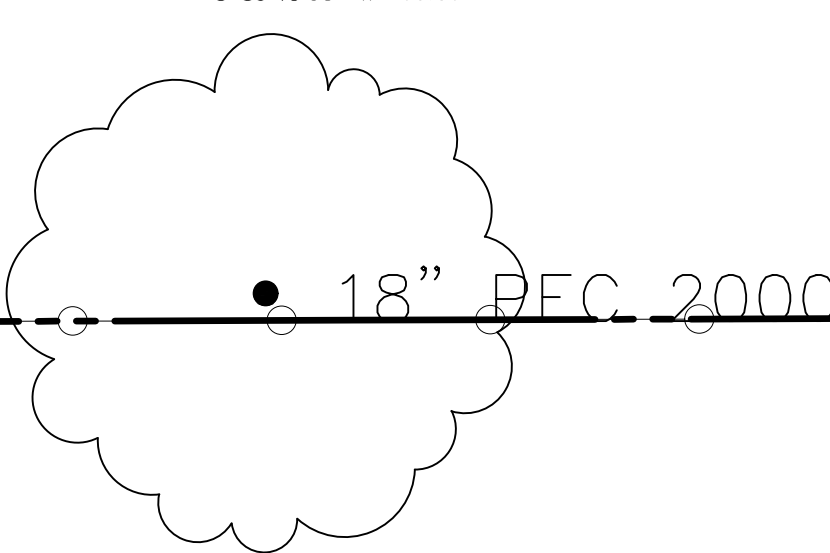
SITE DATA SUMMARY TABLE INCLUDING

ZONING	TH-1
PROPOSED USE	RESIDENTIAL
BUILDING AREA (GROSS SQUARE FOOTAGE)	3,746 SF
BUILDING HEIGHT	29'-11 3/4"
AREA OF IMPERVIOUS SURFACE	34.3 %
TOTAL PARKING: REQUIRED	8
TOTAL PARKING: PROVIDED	8
NUMBER OF HANDICAP PARKING SPACES	0
NUMBER OF DWELLING UNITS AND NUMBER OF BEDROOMS	4 UNITS/3 BEDROOMS PER UNIT

PROPOSED RESIDENCE  
FF=591.92

PROPOSED RESIDENCE  
FF=597.00'  
DROP GARAGE AT 595.30'

N 00°58'41" W 122.61'



LOT 1, BLOCK A  
THE MANSIONS AT  
HICKORY CREEK  
2012-244

POINTE VISTA & NORTHFIELD DRIVE  
Lot 5R-1, 5R-2, 5R-3, 5R-4, & 1X, Block A  
VENTANA ADDITION

0.492 Acres  
J.W. SIMMONS SURVEY, ABSTRACT NO. 163  
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. THE JOHN R. MCADAMS COMPANY, INC. JOSHUA M. BARTON, P.E. #129227 DATE 12/17/2021

Drawn By: AA  
Date: 12/16/2021  
Scale: 1"=10'  
Revisions:  
1/26/2022  
02/03/2022  
02/08/2022

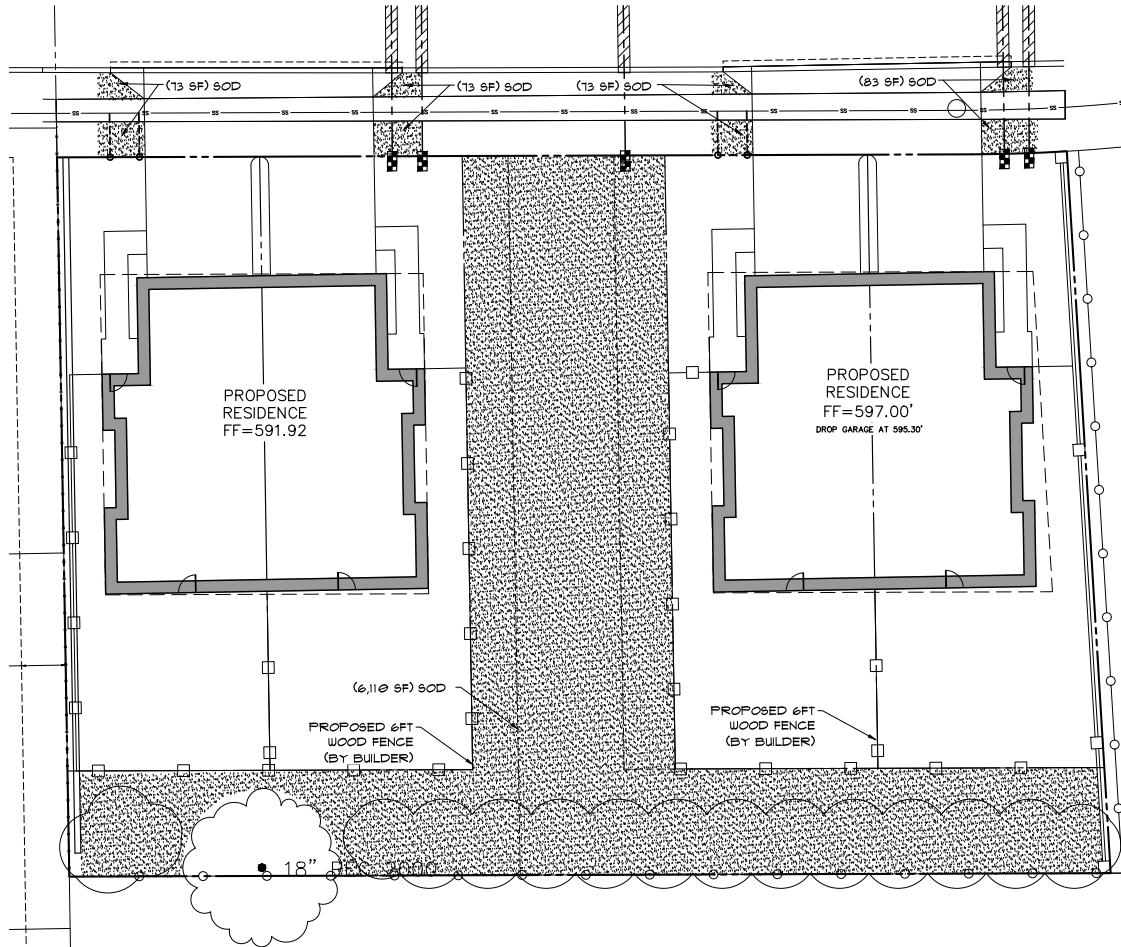
SIG21001

C2.00

OWNER/DEVELOPER  
VANTAGE LANDMARK INVESTMENTS, LLC  
1705 COVOTE RDG  
CARROLLTON, TX 75010  
Ph. (972)978-4847  
Contact: KENNY POWELL

File: W:\Projects\SIG21001\Site\Production\Engineering\PROJ\DWG\SIG21001-01.dwg  
Printed: 1/21/2022 4:12 PM by Connor Marshall. Sheet: 1/21/2022 4:05 PM, by cmarshall





**LANDSCAPE ORDINANCE**  
TOWN OF HICKORY CREEK

Ventana Addition  
Final landscape plans will comply with all Town of Hickory Creek development ordinances and maintained according to town standards. All required landscape is to be 100% watered by an underground irrigation system.

**LANDSCAPE, SCREENING, AND BUFFER YARDS REQUIRED:** (c) Buffer yards.  
(1) Buffer yards shall be required under the following conditions: Multifamily uses shall buffer when adjacent to single-family or attached housing areas.  
(2) Where town code requires the installation of a buffer yard between residential and multifamily land uses, plant materials or fencing may be used to provide the required buffer within the ten feet wide required yard as described.

PROVIDED: Existing screening plants on southern property line.

**PLANT SCHEDULE**

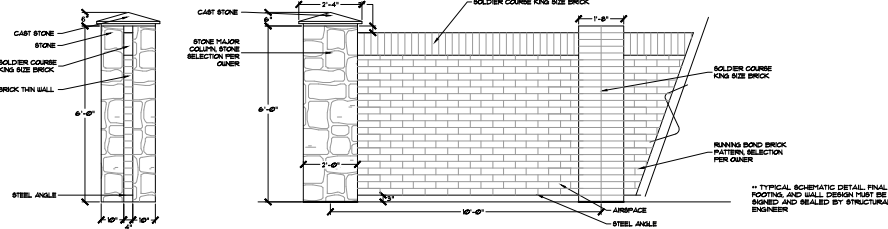
GROUND COVERS	CODE	COMMON / BOTANICAL NAME
	SOD	Bermuda Grass Cynodon dactylon

**PLANT SCHEDULE**

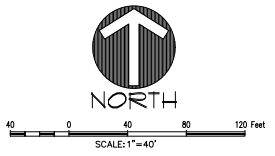
GROUND COVERS	COMMON NAME	BOTANICAL NAME	CONT	SPACING	REMARKS
5,747 sf	Bermuda Grass	Cynodon dactylon	---	---	---

**LANDSCAPE NOTES:**

- Contractor shall stake out tree locations and bed configuration for approval by owner prior to installation.
- Contractor is responsible for verifying location of all underground utilities prior to construction.
- It is the responsibility of the contractor to advise the owner's representative of any condition found on site which prohibits installation as shown on these plans.
- All shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch.
- Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
- 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.
- 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.
- Landscape areas shall be kept free of trash, litter and weeds.
- 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.
- Irrigation Controller to have a Rain and Freeze Stat.
- All landscape is to be greater than 8 feet from all underground utilities.
- 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.



**1. TYPICAL THIN WALL**  
1/2"=1'



The John R. McAdams Group, Inc.  
DBA: JRM (McAdams)  
111 Millie Drive  
Lumberton, NC 27856  
207 County View Drive  
Raleigh, NC 27617  
TEL: 919.487.1012  
WWW.JRMGROUP.COM

**LANDSCAPE PLAN**  
POINTE VISTA & NORTFIELD DRIVE  
VENTANA ADDITION  
Lot 6R-1, 6R-2, 6R-3, 6R-4, & 1x, Block A  
0.482 Acres  
in the  
J.W. SIMMONS SURVEY, ABSTRACT NO. 163  
TOWN OF HICKORY CREEK  
DENTON COUNTY, TEXAS

**PRELIMINARY**  
THIS DOCUMENT IS FOR REVIEW ONLY AND IS NOT INTENDED FOR BIDDING OR PERMIT APPLICATIONS.  
FOR CONSULTING ENGINEER REVIEW ONLY  
DATE: 2/8/2022

Drawn By: JRM  
Date: 1/17/2022  
Scale: 1"=40'  
Revised: 1/26/2022  
02/03/2022  
02/08/2022

**SIG21001**

**OWNER/DEVELOPER**  
VANTAGE LANDMARK INVESTMENTS, L.L.C.  
5700 CORTE RUSH  
CARROLLTON, TX 75006  
PH: 972.975-6647  
Contact: KERRY POWELL

**L2.00**

Plot 2: 02/08/2022 10:58 AM  
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March 3, 2022  
AVO 37638.200

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

**RE: Mack Residence Well Permit (738 Main Street)  
1<sup>st</sup> Review**

Dear Ms. Chaudoir:

Halff Associates received a request to review a permit application for a new water well on a residential property located at 738 Main Street on February 28, 2022. The property owner/permit applicant is Leon Mack.

**Halff reviewed the permit application for conformance with Town ordinances. Comments are below.**

1. The property owner and well driller will be responsible for following all the rules and requirements set forth in Sec. 13.04 of the Hickory Creek Code of Ordinances, as well as applicable rules and regulations of the Lake Cities Municipal Water District (LCMUA) and the Texas Commission on Environmental Quality (TCEQ).

Sincerely,

**HALFF ASSOCIATES, INC.**  
TBPELS Engineering Firm No. 312

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

Lee Williams, PE  
Town Engineer for the Town of Hickory Creek

C: Kristi Rogers – Town Secretary  
John Smith – Town Administrator  
Jeffrey McSpedden – Public Works Director  
Enclosure: Town Ordinances - markup

ARTICLE 13.04. - WATER WELL DRILLING

Sec. 13.04.001. - Penalties.

- (a) Any person, firm or corporation found to be in violation of any provision of this article (with the exception of section 13.04.009) shall be guilty of a misdemeanor and shall be liable to a fine of not more than \$500.00 for each violation. Each day in which a violation shall continue shall constitute a separate offense. The town may seek relief to enjoin such violation.
- (b) Any person, firm or corporation found to be in violation of section 13.04.009, public water supply protection, shall be guilty of a misdemeanor and shall be liable to a fine of not more than \$2,000.00 for each violation. Each day in which a violation shall continue shall constitute a separate offense. The town may seek relief to enjoin such violation.

(Ord. 2010-06-655, § 3.01, 6-15-10)

Sec. 13.04.002. - Permit.

- (a) It shall be unlawful for any person, firm or corporation to commence drilling, boring or digging a water well within the corporate limits of the town without a permit.
- (b) The town may issue a water well permit only on lots containing 30,000 square feet or more, and which are zoned residential or agricultural.
- (c) Private domestic water supply permits will be authorized for drilling, boring or digging of a private water well for a domestic water supply purpose (eg., potable water) on one acre lots within the corporate limits of the town. All existing wells must meet all other health and safety provisions of this article if the well was operated prior to the date of this article.
- (d) No well shall be permitted under this section if the wellhead of the proposed well is within 1,320 feet, measured on a direct line, from the wellhead of a public well connected to the LCMUA's water system.
- (e) Permits authorizing the drilling, boring or digging of a private water well for irrigation purposes within the corporate limits of the town may be issued only if the applicant meets all applicable town, county, LCMUA, and state regulations. A permit may be revoked and the well capped in the event of a violation, in addition to fines for the violation of this article.
- (f) Permits authorizing the drilling, boring or digging of a private water well within the corporate limits of the town shall only be issued by the permit clerk.
- (g) The issuance of a well permit does not indicate that the town makes any representation concerning the likelihood of successful completion of the proposed water well, its quality, utility, duration or length of production.
- (h) The permit clerk shall not issue a well permit until authorized by a resolution entered in the

OK approx. 58,720 SF

OK

LCMUA needs to verify

Purpose is irrigation. Ok as long as well meets all regulations.

minutes of the town.

- (i) Any person, firm or corporation desiring to drill, bore, or dig a water well within the corporate limits of the town, shall file an application with the permit clerk. Four copies of the complete application are required. (Two for the town, one for the town engineer, and one to be provided to LCMUA.)
- (j) The application shall provide the following information for the proposed well and the property on which the proposed water well is to be located:

OK (1) Name and address of the property owner(s);

OK (2) Location of property where proposed well is to be located (street address, block, lot, addition);

domestic irrigation (3) Purpose for which the proposed well would be used;

OK (4) Scaled site plan or plat depicting the dimensions of the lot where such proposed well is to be located including: location of all easements, utility lines, connections or utility appurtenances and the distance from the proposed well to each;

(5) A state-licensed water well driller must be hired to dig the well, and must provide the following information:

Drilled (A) Type of proposed well (dug, drilled bored or driven);

300' (B) Proposed depth of well; Don't see depth listed. Please verify depth

4.5" (1" line) (C) Diameter of well;

(D) Any other information required by the town;

OK (6) Location and exact distance from proposed water well to any septic tanks; sewer lift stations, sewer lines (trunks, collectors, laterals); the closest LCMUA well site; water lines (supply, mains, laterals, service); gas lines (supply, mains, service); underground telephone lines; streets, alleys, thoroughfares; animal or livestock pens, barns or shelters; dump grounds (public or private); creeks or streams; lakes or ponds, and any flood zone area;

10 GPM, 2hp (7) Size and type of pump and casing to be used;

300', grouted to surface (8) Depth of cementing of casing and method of cementing;

44 gallon bladder (9) Manner and site of well water storage tank and description of distribution system;

(10) Any other information requested by the town.

(k) All water wells, whether drilled, bored, cored or constructed, shall be completed by a state licensed water well driller and pump installer in conformance with all the applicable state and local laws rules, regulations, requirements and specifications.

(l) Water wells shall be located so that there will be no measurable pollution or contamination from any source. Water wells shall also be located in accordance with the rules and regulations of the Texas Commission on Environmental Quality (TCEQ) and the state

department of licensing and regulation.

- (m) A completed water well drilling log shall be submitted to the town by the approved state-licensed water well driller and pump installer prior to the completion inspection.
- (n) The applicant shall deposit a fee for a water well permit of \$300.00.
- (o) It shall be unlawful to abandon any water well drilled without first notifying the permit clerk and permanently plugging such well in accordance with the rules and regulations of the TCEQ and department of licensing and regulation.
- (p) After receipt of a complete water well application and filing fee, the permit clerk shall forward copies of the application to LCMUA and the town engineer for review. After receipt of a report on the application from LCMUA and the town engineer, the permit request may be placed on the agenda of the next regularly scheduled meeting of the town council. The council may pass a resolution authorizing the granting of a water well permit or rejecting the permit based on the reports of LCMUA and/or the town engineer, and the council's determination of the effect of the well on the health, safety, and welfare of the citizens of the city. Failure to pass a resolution authorizing the granting of a permit within the sixty-day period after the receipt of a complete water well permit application shall automatically constitute a denial of the application.

(Ord. 2010-06-655, § 3.02, 6-15-10)

Sec. 13.04.003. - Location of well.

Not in floodplain  
No apparent  
pollution sources  
near well

Well location  
appears to be  
more than 50' to  
any sewer line  
and 200' from  
sewer grinder  
pump.

LCMUA to verify

None known

LCMUA to verify

Residential lot,  
No known livestock

- (a) Water wells shall be so located that there will be no danger of pollution from flooding or from unsanitary surroundings, such as privies, sewage, sewage treatment plants, livestock and animal pens, solid waste disposal sites, underground fuel storage tanks, or abandoned and improperly sealed wells.
- (b) No well site which is within 50 feet of a tile or concrete sanitary sewer, or storm sewer, or which is within 150 feet of a sewerage appurtenance, septic tank, septic tank perforate drainfield, absorption bed, evapotranspiration bed, underground fuel storage tank will be acceptable for the development of the water well.
- (c) No well site shall be selected which is within 500 feet of a sewage treatment plant or within 300 feet of a sewage wet well, sewage pumping station, or a drainage ditch which contains industrial waste discharges or the wastes from sewage treatment works.
- (d) No water well shall be located within 500 feet of animal feedlots, solid waste disposal sites, lands on which sewage plant or septic tank sludge is applied, or lands irrigated by sewage plant effluent.
- (e) No water well shall be located within 1,000 feet of an authorized public water well.
- (f) Livestock in pastures will not be allowed within 50 feet of the water well.

(1999 Code, § 11.702)

Sec. 13.04.004. - Aquifer protection. [Well drilling contractor to ensure all requirements are met.](#)

- (a) The premises, materials, tools, and drilling equipment shall be maintained so as to minimize contamination of the underground aquifer during the drilling process.
- (b) Water used in any drilling operation shall be of safe, sanitary quality. Water used in the mixing of drilling fluids or mud shall contain a chlorine residual of at least 0.5 mg/l.
- (c) The casing material used in the construction of wells shall conform to the American Water Works Association standards. The casing shall extend to a point 18 inches above the elevation of the finished floor of the pump room or natural ground surface. The casing shall extend at least to the depth of the shallowest water formation to be developed and deeper, if necessary, in order to eliminate all undesirable water-bearing strata. Well construction materials containing lead are prohibited.
- (d) The space between the casing and drill hole shall be sealed by using sufficient cement under pressure to completely fill and seal the annular space between the casing and drill hole. The well casing shall be cemented in this manner from the top of the shallowest formation to be developed to the earth's surface.
- (e) Safeguards shall be taken to prevent possible contamination of the water or damage by trespassers following the completion of the well and prior to the installation of the well pump and wellhead.
- (f) In all cases, a concrete sealing block extending at least three feet from the well casing in all directions, with a minimum thickness of six inches, and sloped to drain away from the casing at not less than 0.25 inch per foot shall be provided around the wellhead.
- (g) Wellheads and pump bases shall be sealed by the use of gaskets or sealing compounds and properly vented to prevent the possibility of contamination of the well water. A well casing vent shall be provided with the opening screened with 16 mesh or finer corrosion-resistant screen, faced downward, and located and elevated so as to minimize the drawing of contaminants into the well.

(1999 Code, § 11.703)

Sec. 13.04.005. - Records.

- (a) Drilling records and material setting data shall be maintained accurately and copies made available to the town.
- (b) The town shall be furnished a copy of the well material setting data, geological log, sealing information (pressure cementing and surface protection), disinfection information, bacteriological sample results, and chemical analysis report of a representative sample of

water from the well.

(1999 Code, § 11.704)

Sec. 13.04.006. - Abandoned wells.

It shall be unlawful to abandon any water well drilled without first notifying the town secretary and permanently plugging such well in a manner approved by the state commission on environmental quality.

(1999 Code, § 11.705)

Sec. 13.04.007. - Water use.

- (a) It shall be unlawful for any person, firm or corporation to use or permit the use of any water produced for domestic purposes, or to use or operate the well and its related plumbing and water in violation of this article.
- (b) It shall be unlawful for any person, firm or corporation to use or permit the use of any water produced from such well until a certificate of completion has been issued by the permit clerk of the town.
- (c) Prior to any use of a completed permitted well, and at any time thereafter, the town's designated representative shall have the right to inspect the completed well construction.
- (d) The rules set forth in this section are subject to such exceptions created in section 13.04.002.

(Ord. 2010-06-655, § 3.03, 6-15-10)

Sec. 13.04.008. - Utilities connected to well.

No person, firm or corporation having a franchise in the town shall furnish power, water, and/or gas to any water well drilled bored, or dug within the corporate limits of the town unless and until a certificate of completion has been issued for the well by the permit clerk of the town.

(Ord. 2010-06-655, § 3.04, 6-15-10)

Sec. 13.04.009. - Public water supply protection.

- (a) It is required that the LCMUA's water system be protected from any residence or establishment where an actual or potential contamination hazard exists. TCEQ rules section 290.44, has listed private/individual/unmonitored wells as a health hazard to a public water system. All water wells must be drilled and operated in compliance with TCEQ and LCMUA regulations.
- (b) To protect the LCMUA's water system, a backflow prevention assembly is required at LCMUA's water meter. TCEQ rules, section 290.44 lists an air gap or reduced pressure

detector assembly as means of providing the level of protection required.

(c) Definitions:

*Air-gap.* The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water to a tank, fixture, receptor, sink, or other assembly and the flood level rim of the receptacle. The vertical, physical separation must be at least twice the diameter of the water supply outlet, but never less than 1.0 inch (TCEQ 290.38).

*Potential contamination hazard.* Those hazards listed in TCEQ rules section 290.47(i) Appendix I even though they are not connected to the customers side of the public water system and the public water system provides water service to the customers property.

*Reduced pressure backflow assembly ("RPBA").* An assembly consisting of two independently operating check valves, spring loaded to the closed position, separated by a spring loaded differential pressure relief valve loaded to the open position.

- (d) Prior to any use of the completed permitted well, and at any time thereafter, the LCMUA shall have the right to inspect and approve the backflow prevention assembly.
- (e) A RPBA shall be tested in accordance with LCMUA's requirements, the town's plumbing ordinance, and TCEQ rules section 290.44 annually. Copies of the test shall be submitted to the town and the LCMUA.

(Ord. 2010-06-655, § 3.05, 6-15-10)





March 1st, 2022

via email [chris.chaudior@hickorycreek-tx.gov](mailto:chris.chaudior@hickorycreek-tx.gov)

Town of Hickory Creek

Attn: Chris Chaudoir, Community Development/Code Enforcement

1075 Ronald Reagan Ave

Hickory Creek, Texas 75225

RE: Water Well Application at 738 Main St., Hickory Creek, Texas

Ms. Chaudoir:

Lake Cities Municipal Utility Authority (LCMUA) formally recognizes and supports the application for the installation of a water well at 738 Main St., Hickory Creek, Texas with the Town of Hickory Creek (the Town). Upon approval by the Town, LCMUA would like a copy of any issued permits for this water well for our files.

All construction will need to be made in accordance with LCMUA's Development Standards to include inspection coordination during the construction process and submission of the log report from drilling. In addition, installation of an RPZ (Reduced Pressure Zone) device shall be required to be installed onto the domestic water service line prior to the well being put into service. This will need to be inspected and approved by LCMUA prior to having the well put into service. If the RPZ is not properly installed, LCMUA reserves the right to disconnect the domestic water service. Please contact Devin Shields at (940) 269-4348 or at [dshields@lcmua.org](mailto:dshields@lcmua.org) for any inspections.

The Applicant should also provide information to the North Texas Groundwater Conservation District (the District) prior to construction per Senate Bill 2497 of the 81<sup>st</sup> Texas Legislature Session in 2009. The District's website address is [www.northtexasgcd.org](http://www.northtexasgcd.org).

Should you need any further information, please contact us at (940) 497-2999.

Sincerely,

A handwritten signature in black ink that reads "Mike Fairfield". The signature is written in a cursive, slightly slanted style.

Mike Fairfield

General Manager

501 N Shady Shores Dr  
Lake Dallas, TX 75065  
Phone: **940.497.2999**  
Fax: **940.497.2926**



**TOWN OF HICKORY CREEK, TEXAS**  
**ORDINANCE NO. 2022-03-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING ARTICLE A2.500 COMMERCIAL USE OF BOAT RAMPS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AND EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council is empowered under section 51.012 of the Local Government Code to adopt ordinances necessary for the government, interest, welfare, or good order of the municipality; and

**WHEREAS**, the Town Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order of the Town; and

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

**SECTION 1.**  
**INCORPORATION OF PREMISES**

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

**SECTION 2.**  
**FINDINGS**

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas and necessary for the government, interest, welfare, and good order of the Town.

**SECTION 3.**  
**AMENDMENTS**

3.01 That the Town of Hickory Creek Code of Ordinances, Appendix A Fee Schedule; Article A2.000 Business Related Fees; Section A2.500 Commercial Use of Boat Ramps is hereby amended to read:

Sec. A2.500. - Commercial use of town boat ramps.

(a) *Boat ramp and dock annual use license fee, approval.* An annual license fee of \$10,000.00 per vessel (excluding jet skis), and \$10,000.00 per 4 jet skis, shall be assessed for commercial use of the town's boat ramp and dock located in \_\_\_\_\_ park. Prior to issuance of a license under this section, the Town Council shall:

- (1) Find that the existing volume of use of the boat ramp and dock will support the anticipated use under the license;
- (2) Find that 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) Find that the applicant has adequate insurance for its operations under the license;
- (4) Find that the issuance of the license will not adversely impact the use of the boat ramp and dock by residents of the Town; and
- (5) negotiate and enter into an acceptable agreement which shall constitute the approval by the Town Council as required pursuant to Section 1.10.003(24).

(b) [reserved]

(c) *Commercial fishing license fee, approval.* An annual license fee of \$1,000.00 per vessel shall be assessed for commercial fishing-only use of the town's boat ramps. For approved commercial fishing-only uses, the annual boat launch fee is \$500.00 per trailer. Prior to the issuance of a license under this section, the Town Council shall:

- (1) Find that the existing volume of use of the boat ramp and dock will support the anticipated use under the license;
- (2) Find that 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) Find that the applicant has adequate insurance for its operations under the license;
- (4) Find that the issuance of the license will not adversely impact the use of the boat ramp and dock by residents of the Town; and
- (5) negotiate and enter into an acceptable agreement which shall constitute the approval by the Town Council as required pursuant to Section 1.10.003(24).

(d) *Unapproved users.* Unapproved commercial users will be subject to a fine of \$500.00 and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

3.02 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

#### **SECTION 4.** **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

Provided, however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 5.**  
**SAVINGS CLAUSE**

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting the subject matter of this ordinance which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 6.**  
**SEVERABILITY**

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

**SECTION 7.**  
**PENALTY**

If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in a court of competent jurisdiction to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined, except as otherwise provided herein, in a sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

**SECTION 8.**  
**PUBLICATION CLAUSE**

The Town Secretary of the Town of Hickory Creek is hereby directed to publish in the Official newspaper of the Town of Hickory Creek, the Caption, Penalty Clause, and Effective Date clause of this Ordinance for two (2) days as required by Section 52.011 of the Texas Local Government Code.

**SECTION 9.**  
**ENROSSMENT AND ENROLLMENT**

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

**SECTION 10.**  
**EFFECTIVE DATE**

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 28<sup>th</sup> day of March, 2022.

---

Lynn Clark, Mayor  
Town of Hickory Creek, Texas

ATTEST:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

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

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2022-0328-\_\_\_**

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

**WHEREAS**, the Town Council desires to consolidate 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 others; 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 28<sup>th</sup> day of March, 2022.

\_\_\_\_\_  
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 March 28, 2022



## 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	\$20
	1/8 page per issue	\$25
	1/5 page per issue	\$40
	1/4 page per issue	\$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		\$25
Town Hall Facility Rental Fee		\$50 per hour

### ANIMAL CONTROL FEES

Adoption	Cat	\$120
	Dog	\$150
Animals in Excess	Per animal in addition to Annual Registration Fee	\$10
Annual Registration		No Charge
Holding	In addition to Impoundment Fee	\$15 Daily
Impoundment	1 <sup>st</sup> Impoundment	\$25
	2 <sup>nd</sup> Impoundment	\$50
	3 <sup>rd</sup> Impoundment	\$75
Owner Release	Hickory Creek Residents Only	\$150
Quarantine	In addition to Impoundment Fee	\$15 Daily

### ALARM RELATED FEES

Residential Permit	One-time	\$50
	Annual	No Charge
Commercial Permit	Annual	\$75
False Alarm Penalty	1 -3 per alarm call within 12 months	No Charge
	4-5	\$50
	6-7	\$75
	8	\$100

## **BUSINESS RELATED FEES**

Type:		Fee
Commercial Use of Boat Ramps and Boat Docks	Annual Use Fee per vessel or four jet skis	\$10,000
Commercial Use of Boat Ramps for Fishing Charters	Annual Use Fee	\$1,000
	Annual Launch Fee per trailer	\$500
Oil and Gas Well	Application Fee	\$10,000
	Notification Letters	\$6 per letter
	Yearly Inspection Fee	\$3,000
Overweight Vehicle exceeding 15,000 lbs.	Daily Permit	\$125 per vehicle
	Monthly Permit	\$300 per vehicle
	Yearly Permit	\$2,000 per vehicle
Short Term Rental Permit	Annual	\$1,500
Solicitor's Permit		\$75
	Each additional person	\$25
Towing Service Permit		\$15
Towing Service Maximum Fee	Car weighing up to 10,000 lbs.	\$255
	Car weighing more than 10,000 but less than 25,000 lbs.	\$357
	Car weighing more than 25,000 lbs. per unit with a total maximum	\$459
		\$918

## **PARKS AND RECREATION FEES**

Boat Ramp	Daily Use Pass	\$10
	Hickory Creek Resident Annual Pass	\$0
	Hickory Creek Resident Annual Pass	
	Second and Subsequent	\$100
	Non-Resident Annual Pass	\$100
Camp Site		\$20 Daily
Day Use	Vehicle Fee	\$5
	Hickory Creek Resident Annual Pass	\$0
	Hickory Creek Resident Annual Pass	
	Third and Subsequent	\$25
	Non-Resident Annual Pass	\$25
Pavilion	Rental Fee	\$75
	Cleaning Fee	\$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	Flat Fee	\$125
Electrical, plumbing or mechanical, etc.		
All additional reinspections, or red tags, each. (Fee due before next inspection may be scheduled.)	Flat Fee	\$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 <span style="float: right;">\$250</span>

## 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	Base Fee	\$1500
Residential Development	Per Lot	\$50
Multi-Family	Per Unit	\$25
Non-Residential Development	Per Acre	\$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	Per Lot or Unit	\$25
Non-Residential Development	Per Acre	\$150
Zoning Changes	Base Fee	\$600
	Per Acre	\$50
	Maximum Fee	\$3000
Protected Tree Removal, Vacant Lot		
With Replacement	Per Tree	\$100
Without Replacement	Per Tree	\$250
Maximum per lot	Flat Fee	\$1500

## RESIDENTIAL BUILDING FEE SCHEDULE

Permits are valid for 180 days from issue date.

Residential Permit Type:	Method of Calculation	Min. Fee
New Residential	\$1.85 per square foot under roof	\$1,000
Multi-Family	\$1.00 per square foot under roof	\$1,000
Altered Residential	\$1.85 per altered square foot under roof	\$125
Altered Multi-Family	\$1.00 per altered square foot under roof	\$125
Plan Revision Fee	\$1.00 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 3 <sup>rd</sup> 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





March 21, 2022  
AVO 37638.200

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

**RE: The Olana – Preliminary Plat  
4<sup>th</sup> Review**

Dear Ms. Chaudoir:

Halff Associates received a request from the Town of Hickory Creek to review a Preliminary Plat application for The Olana at Hickory Creek on December 28, 2021. Subsequent submittals were received for review on January 28, March 3, and March 21, 2022. The surveyor and engineer/applicant is Kimley-Horn and Associates, Inc. The owner is KSW Holding Hickory Creek LP.

**Halff has reviewed the Preliminary Plat and offers the following comments. Please note the Preliminary Drainage Study is under review by separate letter. Review of the Drainage Study may result in changes in the Final Plat.**

Refer to the markup for all comments.

### **Preliminary Plat**

1. Please note the proposed retention pond will require a Stormwater Facilities Maintenance Agreement (to also include the retaining walls). This will not be executed until acceptance of Construction Plans.  
*2<sup>nd</sup> Review: Applicant acknowledged.*
2. Please show the building setback lines and landscape buffers as defined by the Planned Development for this property.  
*2<sup>nd</sup> Review: Setbacks added. Please change the proposed “Landscaping Easement” to “Landscaping Buffer” and change line style to match that of a building line setback. Move the landscaping buffer outside the dedicated ROW on the western boundary to encompass the required screening wall.*  
*3<sup>rd</sup> Review: Addressed. ROW dedication to be moved to eastern boundary.*
3. Please remove inadvertent numbers in southwest corner of plat. These appear to be parking stall counts.  
*2<sup>nd</sup> Review: Not addressed.*  
*3<sup>rd</sup> Review: Addressed.*
4. The access drive labeled Harrison Road should be aligned with Harbor Lane per the Town’s Engineering Design Manual. For commercial driveways on a collector, the minimum offset is 120 feet.  
*2<sup>nd</sup> Review: Applicant requests to leave the location of this access drive where it is currently since it is an existing drive and it would require extensive redesign and reconstruction of the existing fence and gate. While there is an existing drive in this location, the current drive is a narrow, gravel access road providing access to the water tower. It is gated off from the existing parking lots and driveways on the property and is seemingly rarely used. In the proposed redevelopment, this drive becomes a secondary entrance and exit that connects parking lots and driveways. The existing gate also appears*

to be approximately 16 feet wide, so it seems as though it would need to be redesigned to accommodate the 26-foot-wide access drive.

Please provide projected traffic volumes expected to use this access road based on the proposed development.

3<sup>rd</sup> Review: Applicant requests to leave the location of this access drive where it is currently. No traffic information provided.

4<sup>th</sup> Review: Applicant provided trip generation calculations for the site (not including event center usage since it will be used in off-peak times of nights and weekends). The entire site, which has three access points to Turbeville Road, is expected to generate 3,074 trips per day with 333 in the afternoon peak hour. There is no analysis of how many vehicles are anticipated to use each access drive, and there is not a clear idea from the site plan how this drive is planned to be used since it's proposed to be gated. The two concerns with a driveway and street not aligning directly across from one another are vehicles making a "jog maneuver" to get across the intersecting street and vehicles having overlapping left turns on the main street. The jog maneuver is not as much a concern in this case as the overlapping left turns that will occur on Turbeville Road. Vehicles turning left from each direction on Turbeville Road must cross the path of the opposing left turn, which increases the likelihood of head-on collisions. (See attached sketch.) If the driveway cannot be aligned with Harbor Lane, the other possible remedies to this situation would be to restrict left turns into and out of the access drive or make the intersection an all-way stop. An all-way stop should only be considered if a traffic study shows this treatment is warranted for other reasons.

5. Please add the line style with "FL" to the legend.

2<sup>nd</sup> Review: Addressed by using easement line style.

6. The Harrison Road access easement is labeled as 26-foot but measures 24 feet in width. Please reconcile.

2<sup>nd</sup> Review: Addressed.

7. Please show the limits of the 100-year floodplain and floodway as defined by FEMA.

2<sup>nd</sup> Review: Addressed.

8. 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.

2<sup>nd</sup> Review: Not addressed.

3<sup>rd</sup> Review: Not addressed. Must be included in final plat.

4<sup>th</sup> Review: Not included, but can be included in final plat upon drainage study review.

9. The planned retention pond will require an emergency spillway encompassed by a drainage easement that directs overflow either to the stream or to ROW.

2<sup>nd</sup> Review: Addressed. Easement added to the plat but will need to be reviewed along with design of the spillway in the drainage study review.

10. The Planned Development for this property requires dedication of approx. 10' of real property for the purpose of building a trail along the western boundary. Per agreement with owner, the dedication will only be from just south of the stream to the northern boundary in a location reasonable to construct a trail and avoid jurisdictional waters.

2<sup>nd</sup> Review: Not addressed. A 10-foot ROW dedication was provided on the northern 460 feet of the property but was not provided in the southern 890 feet. Please provide a ROW dedication from Turbeville Road ROW to the northern boundary. Also ensure no part of the proposed retaining wall/screening wall or its footing is located within the ROW dedication.

3<sup>rd</sup> Review: The ROW for the trail has been moved to the eastern boundary. Please include the ROW dedication in the plat rather than by separate instrument.

4<sup>th</sup> Review: Addressed.

11. The existing access within a 15-foot permanent easement and right-of-way along the eastern portion of the tract is being rerouted in the northeast corner. Will an access easement be provided to cover this relocated access?  
*2<sup>nd</sup> Review: Applicant intend to provide easement by separate instrument.*
12. The Town's Engineering Design Manual requires a Traffic Impact Analysis (TIA) for development with more than 500 peak hour vehicle trip generation or more than 5,000 vehicle trip generation per day. Please provide a memo, to be signed and sealed by a licensed professional engineer, assessing the existing and proposed vehicle trip generation for this property. If the analysis of trip generation indicates an increase of greater than the aforementioned thresholds, a full TIA will be required.  
*3<sup>rd</sup> Review: Not provided.*  
*4<sup>th</sup> Review: Applicant has provided a memo outlining the projected vehicle trips generated by this development and the methodology used to determine the projections. Further review of the memo will be necessary, and if a TIA is necessary, it will be required as part of the development review process.*
13. Please correct the information in the scale and correct the typo for the Fire Lane on Sheet 1.  
*3<sup>rd</sup> Review: Addressed.*
14. Please label the proposed Drainage Easement.  
*3<sup>rd</sup> Review: Addressed.*
15. Please add additional labels for segments of fire lane/access easements.  
*4<sup>th</sup> Review: Addressed.*
16. Why is the proposed grasscrete fire lane off Emree Road directed only toward the west with no radius on the northeast side of the intersection?  
*4<sup>th</sup> Review: Addressed. Fire lane realigned.*

### **Site Plan**

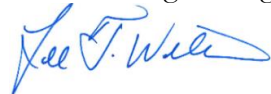
1. The sheet size should be 22"x34" to facilitate reduction to half size 11"x17" sheets. The submitted plan is on 24"x36" sheet size. This is acceptable for preliminary plat approval but will need to be modified for inclusion in the construction plans.  
*2<sup>nd</sup> Review (Site Plan): Applicant will adjust sheet size for inclusion in construction plans to be submitted later.*
2. Please add the building setback lines to the plan.  
*2<sup>nd</sup> Review (Site Plan): Addressed.*
3. Include any ramps, crosswalks, and sidewalks existing or proposed with dimensions.
4. *2<sup>nd</sup> Review (Site Plan): Plan shows location of internal sidewalks. Owner will be responsible for ensuring compliance with accessibility requirements.*
5. Please include the location of dumpsters and trash compactors with height and material of screening.  
*2<sup>nd</sup> Review (Site Plan): Addressed.*
6. Dimension the proposed driveway from the centerline of the driveway to the ROW line of the nearest street (excluding the corner clip). This dimension should be about 150 feet.  
*2<sup>nd</sup> Review (Site Plan): Addressed.*
7. Add typical dimensions for the hotel building.  
*2<sup>nd</sup> Review (Site Plan): Addressed.*
8. Include radius dimensions for all curves and intersection radii.  
*2<sup>nd</sup> Review (Site Plan): Addressed.*
9. Add traffic flow arrows for drive lanes.  
*2<sup>nd</sup> Review (Site Plan): Addressed.*
10. Dimension the distance between buildings on the western end of the property (between villas and between the hotel and closest villa).

- 2<sup>nd</sup> Review (Site Plan): Addressed.
11. What is the 87' Typ. dimension shown on the sidewalk in front of the villa?  
2<sup>nd</sup> Review (Site Plan): Addressed.
12. Correct the pattern of the proposed pedestrian bridge to match the legend.  
2<sup>nd</sup> Review (Site Plan): Addressed.
13. Add missing boundary line for hardscape on east side of pond.  
2<sup>nd</sup> Review (Site Plan): Addressed.
14. The fire lane between the boutique and bakery barn needs fire lane pavement proposed.  
2<sup>nd</sup> Review (Site Plan): Addressed.
15. Parking requirements:
- The ordinance requires one space per 200 square feet of space for retail and office space. The total retail and office space indicated in the table is 43,956, which requires 220 spaces. Are you basing the proposed spaces on Section 4 (16) requiring one space for each three persons normally accommodated for private facilities?
  - The required new parking is 168 spaces based on calculations provided. Why are you only providing 129 spaces? Is some of the existing parking being considered for this requirement? If so, include requirements for the existing event space to show that enough parking space is being provided for all facilities?
- 2<sup>nd</sup> Review (Site Plan): Addressed. Applicant indicates parking provided meets the approved Planned Development standards for the site.
16. Add existing and proposed impervious surface area for the site to the Site Data Table.  
2<sup>nd</sup> Review (Site Plan): Addressed.
17. Extend the table to correct text that is cut off.  
2<sup>nd</sup> Review (Site Plan): Addressed.
18. Include a written scale in addition to the graphic scale.  
2<sup>nd</sup> Review (Site Plan): Addressed.

Sincerely,

**HALFF ASSOCIATES, INC.**

TBPELS Engineering Firm No. 312

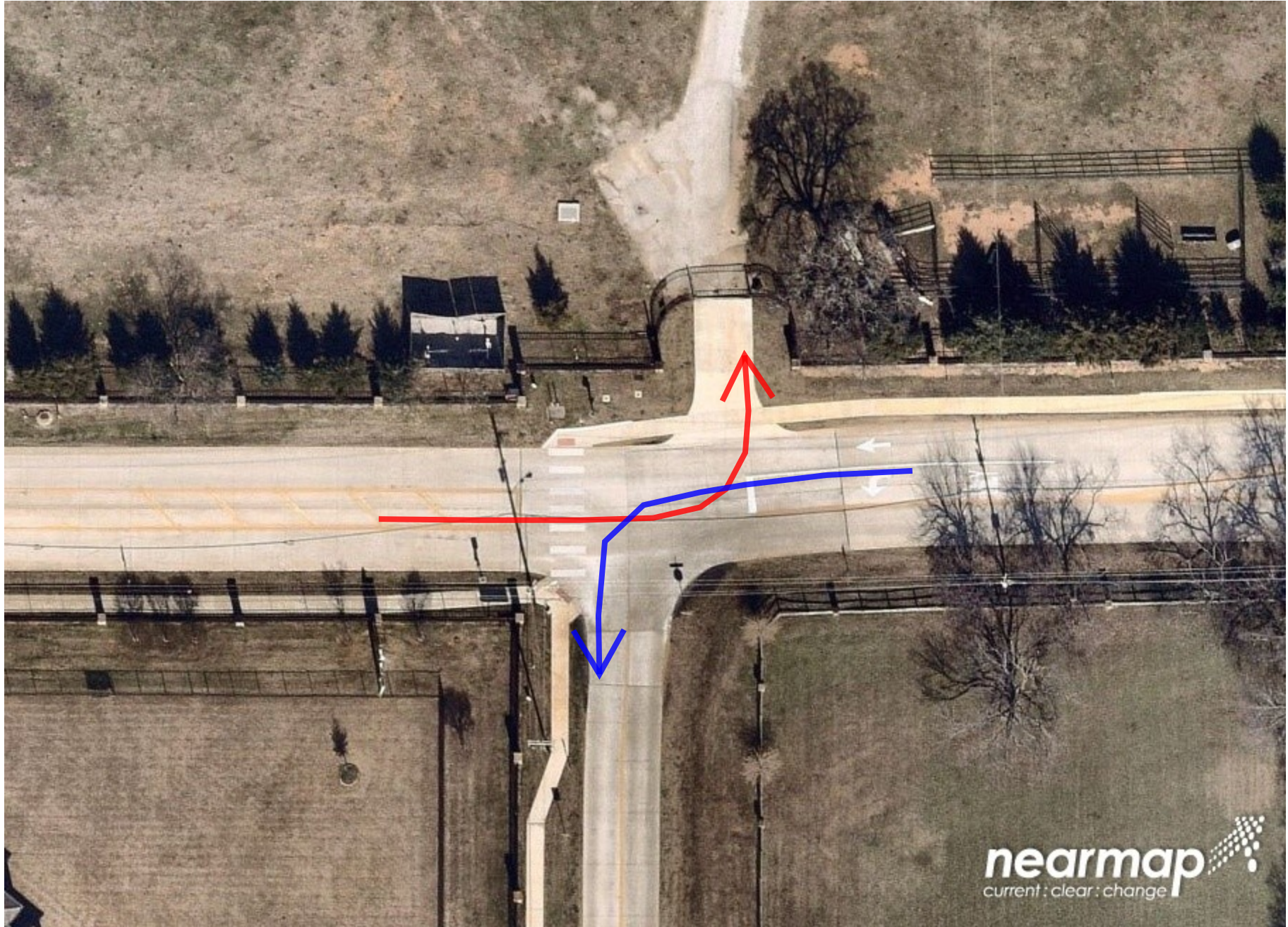


Lee T. Williams, PE  
Town Engineer for the Town of Hickory Creek

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

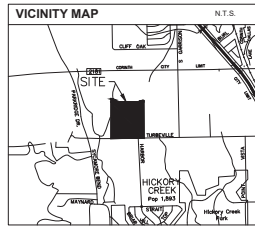
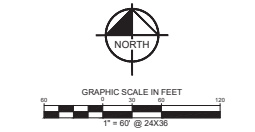
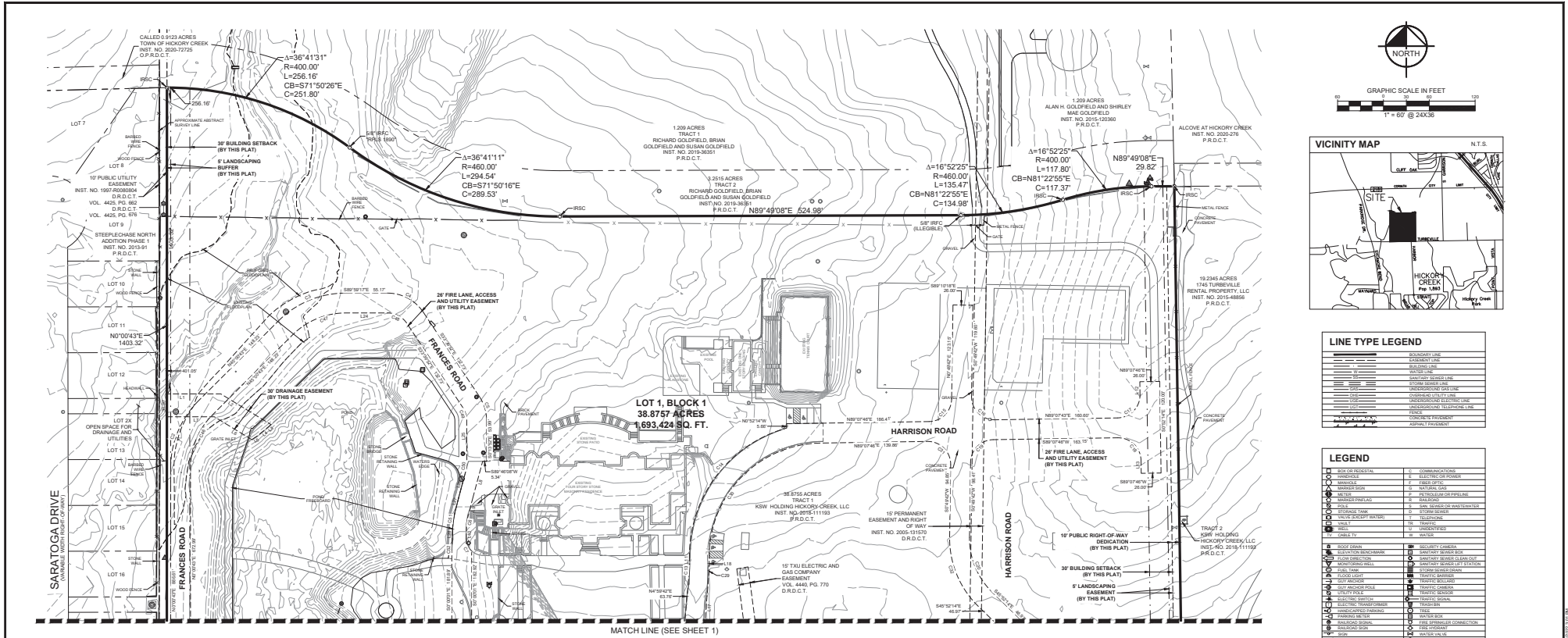
Attachment: Sketch of offset driveway turns











**LINE TYPE LEGEND**

	EASEMENT LINE
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	UTILITY LINE
	FIRE LANE ACCESS
	BUILDING SETBACK
	LANDSCAPING BUFFER
	DRAINAGE EASEMENT
	PUBLIC RIGHT-OF-WAY SEGREGATION
	PERMANENT EASEMENT
	RIGHT-OF-WAY
	CONSTRUCTION EASEMENT
	UTILITY EASEMENT
	EASEMENT
	BOUNDARY
	RIGHT-OF-WAY
	UTILITY
	FIRE LANE ACCESS
	BUILDING SETBACK
	LANDSCAPING BUFFER
	DRAINAGE EASEMENT
	PUBLIC RIGHT-OF-WAY SEGREGATION
	PERMANENT EASEMENT
	RIGHT-OF-WAY
	CONSTRUCTION EASEMENT
	UTILITY EASEMENT
	EASEMENT
	BOUNDARY
	RIGHT-OF-WAY
	UTILITY

**LEGEND**

	EASEMENT LINE
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	UTILITY LINE
	FIRE LANE ACCESS
	BUILDING SETBACK
	LANDSCAPING BUFFER
	DRAINAGE EASEMENT
	PUBLIC RIGHT-OF-WAY SEGREGATION
	PERMANENT EASEMENT
	RIGHT-OF-WAY
	CONSTRUCTION EASEMENT
	UTILITY EASEMENT
	EASEMENT
	BOUNDARY
	RIGHT-OF-WAY
	UTILITY

LINE TABLE	LINE TABLE	CURVE TABLE	CURVE TABLE	CURVE TABLE	CURVE TABLE																		
NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD			
L1	S89°59'17"E	70.58	L19	S00°52'24"E	40.76	C1	33°33'28"	30.00	17.57	C19	88°18'04"	30.00	46.23	84°58'44"W	41.79	C37	22°09'25"	30.00	11.60	87°50'52"W	11.53		
L2	S68°30'02"E	77.09	L20	S00°51'54"E	17.66	C2	45°00'00"	124.00	67.39	N22°30'43"E	94.91	C20	48°41'56"	98.00	79.87	C38	90°00'30"	30.00	47.13	S40°00'17"W	42.43		
L3	S47°24'56"W	4.81	L21	N41°26'56"W	5.83	C3	45°09'32"	123.57	67.41	N07°30'43"E	94.91	C21	45°00'00"	126.00	68.96	S23°21'4"E	96.44	C39	89°59'59"	56.00	87.96	S40°00'00"W	79.20
L4	S50°30'03"W	18.42	L22	S00°40'43"W	13.94	C4	56°22'29"	58.00	55.10	S61°48'04"E	52.92	C22	31°32'11"	28.88	15.99	S17°21'33"E	15.69	C40	89°59'17"	30.00	47.12	S40°00'21"W	42.42
L5	S68°31'12"W	8.77	L23	S00°44'40"W	3.17	C5	33°23'09"	58.00	32.65	S16°52'22"E	32.17	C23	17°42'33"	30.00	9.27	N07°59'23"E	9.24	C41	57°42'12"	56.00	56.40	S58°51'49"W	54.04
L6	N89°59'57"E	57.48	L24	S89°59'17"E	55.17	C6	19°52'40"	30.00	7.35	S07°26'42"W	7.31	C24	88°59'18"	30.00	46.22	N45°17'02"W	41.99	C42	32°17'48"	56.00	11.57	S75°51'49"W	31.15
L7	N89°59'57"E	52.14	L25	N00°19'22"W	57.29	C7	47°42'41"	22.00	16.32	S23°21'4"E	17.79	C25	48°15'41"	20.00	25.71	N63°34'23"W	24.52	C43	89°18'01"	56.00	46.74	S40°00'21"W	42.42
L8	S15°33'17"W	47.47	L26	S15°33'17"W	31.07	C8	74°28'15"	30.00	38.90	S27°14'08"E	35.31	C26	70°42'04"	20.00	34.58	N00°54'02"W	32.42	C44	37°59'27"	30.00	19.90	S16°15'18"E	19.52
L9	N14°29'31"E	32.41	L27	S14°29'31"W	30.24	C9	15°31'19"	30.00	8.13	S82°13'02"E	8.10	C27	24°30'13"	40.35	17.28	N12°19'00"E	17.13	C45	90°00'01"	30.00	47.12	S44°58'18"E	42.43
L10	S00°29'52"W	16.98	L28	S02°40'45"W	34.83	C10	60°42'28"	30.00	31.79	N89°39'22"E	30.32	C28	4°45'59"	28.00	2.33	N02°38'42"E	2.33	C46	45°00'00"	56.00	79.97	S20°30'43"W	75.01
L11	N00°00'13"W	16.67	L29	N00°00'00"W	17.07	C11	21°24'59"	14.35	5.38	N10°40'18"E	5.33	C29	4°59'59"	56.00	4.89	N02°29'44"E	4.89	C47	44°47'38"	98.43	76.95	S67°30'43"W	75.01
L12	N00°52'14"W	17.00	L30	S00°00'00"E	20.15	C12	4°45'59"	54.35	4.49	N02°38'42"E	4.49	C30	89°07'59"	148.00	230.24	N44°13'49"E	207.71	C48	58°22'25"	30.00	29.52	S61°48'54"E	28.34
L13	N00°52'14"W	17.02	L31	N00°00'00"E	20.10	C13	4°59'59"	30.00	2.62	N02°29'44"E	2.62	C31	91°41'58"	30.00	48.01	S45°01'18"E	43.00	C49	33°23'00"	30.00	17.48	N16°52'22"W	17.22
L14	N41°26'56"W	9.07	L32	S89°59'59"W	17.07	C14	74°29'21"	174.00	226.22	N37°14'21"E	210.61	C32	48°41'56"	124.00	101.07	S27°31'18"E	98.29	C50	15°17'09"	30.00	8.00	N07°24'24"E	7.98
L15	S00°19'08"E	36.34	L33	N78°38'13"W	28.24	C15	88°18'04"	30.00	46.22	N44°58'44"E	41.79	C33	45°00'00"	100.00	78.84	S23°21'4"E	78.54	C51	11°49'49"	48.00	9.89	N09°33'39"E	9.88
L16	N00°19'08"E	31.12	L34	S00°16'42"W	13.94	C16	91°42'00"	20.00	48.01	S45°01'18"E	43.00	C34	91°39'44"	20.00	47.72	S44°42'39"W	42.88	C52	2°02'47"	24.00	2.24	S00°22'37"W	2.24
L17	N04°59'42"E	63.70	C17	89°59'57"	30.00	47.12	N44°00'44"E	42.43	C35	48°15'41"	54.00	45.48	N63°34'30"W	44.10	C35	88°53'38"	56.00	46.28	S44°11'09"W	41.83			
L18	N00°00'13"W	16.67	C18	90°00'00"	30.00	47.12	N45°52'44"W	42.43	C36	70°41'52"	30.00	37.02	N70°47'30"W	34.71	C4	88°23'38"	56.00	88.39	S44°11'09"W	78.08			

**FLOOD STATEMENT:**

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0331 for Hickory Creek, Denton County, Texas and incorporated areas, dated June 19, 2020 & Map No. 48121C0355G for Hickory Creek, Denton County, Texas and incorporated areas, dated April 18, 2011 & LOMR 14-06-4253P 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 (SFHA) 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.

**PRELIMINARY 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 # 01155500 Tel. No. (972) 770-1300 Fax No. (972) 238-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CM	JAD	Mar. 2022	063217800	2 OF 3

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 All rights reserved.

**OWNER:**  
 KSW HOLDING HICKORY CREEK, L.P.  
 1835 TURBULEVILLE 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 TURBULEVILLE ROAD  
 TWO GALLERIA OFFICE TOWER, SUITE 700  
 DALLAS, TEXAS 75240  
 CONTACT: NEDA HOSEINY, P.E.  
 PHONE: 972-731-2197

**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. 2013-931 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. 2013-36551 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 269.53 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 (legible) 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 61°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 61°22'55" East, a distance of 117.37 feet;

In an 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 132.63 feet to a 1/2" iron rod with "RPLS 4561" cap found in the said north right-of-way line of Turbeville Road;

**THENCE** with the said north right-of-way line of Turbeville 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 38.8755 acres or 1,693,424 1,693,524 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 roadway management areas shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire line 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 line 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 \_\_\_\_ day of \_\_\_\_\_, 2021.

\*\*\*\*\*

BY:

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 all 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 \_\_\_\_ day of \_\_\_\_\_, 2021.

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 \_\_\_\_\_

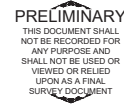
**SURVEYOR'S CERTIFICATE**

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\_\_.

**PRELIMINARY**  
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

J. Andy Dobbs  
Registered Professional Land Surveyor No. 6198  
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 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: 489-664-0120

**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

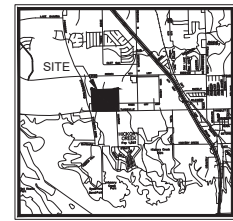
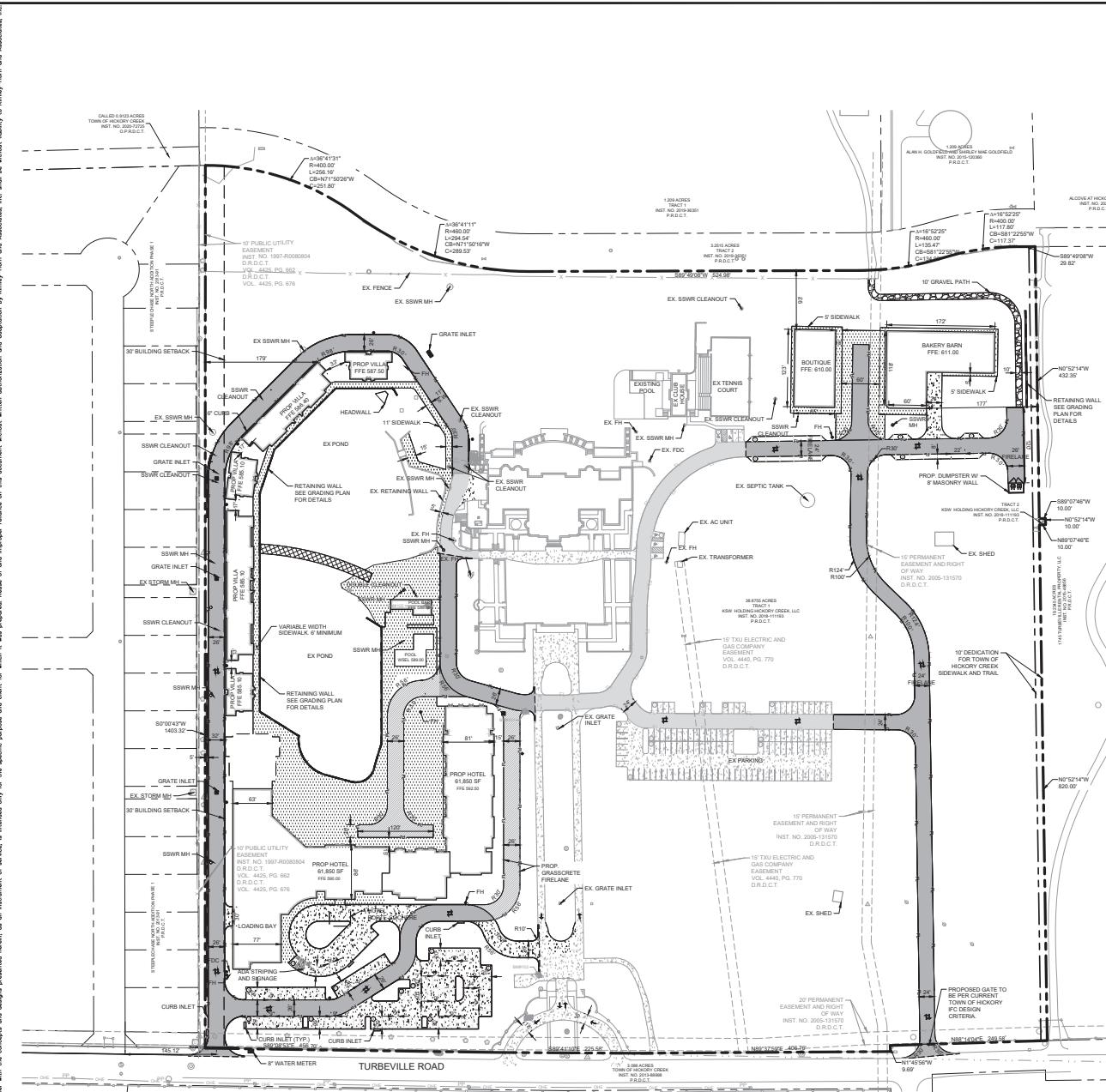
**Kimley»Horn**

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240		FIRM # 10115500	Tel. No. (972) 770-1300
Scale	Drawn by	Checked by	Date
NA	CM	JAD	Mar. 2022
Project No. 063217800		Sheet No. 3 OF 3	

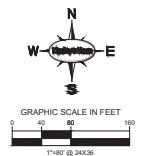
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700, DALLAS, TEXAS 75240



ALL DIMENSIONS SHOWN ON THIS PLAN SHALL BE CONSIDERED AS APPROXIMATE UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



VICINITY MAP



SITE DATA TABLE

TOTAL ACRES	38.88
TOTAL REQUIRED	442
REQUIRED ADA	6
VENUE (1800 GUESTS)	100
HOTEL/VILLAS (1 SF ROOM)	110
BOUTIQUE RETAIL (18P200 SF)	54
474 SF	22
BOUTIQUE OFFICE (18P200 SF)	82
BAKERY OFFICE (18P200 SF)	64
BAKERY STORAGE (18P1000 SF)	10
1012	
TOTAL PROVIDED:	253 (1)
HOTEL:	114
VENUE:	(114)
BOUTIQUE:	9
ADA:	2
EXISTING:	123
EXISTING ADA:	5
BUILDINGS:	
EXISTING BSN FOOTPRINT:	15,000 SF
BAKERY BARN HEIGHT:	30'-0" (2-STORY)
BOUTIQUE FOOTPRINT:	8,000 SF
BOUTIQUE HEIGHT:	30'-0" (2-STORY)
HOTEL FOOTPRINT:	64,848 SF
LAKE VILLAS HEIGHT:	42'-0"
LAKE VILLAS FOOTPRINT:	2,800 (EACH)
LAKE VILLAS:	30'-0" (EACH) (1-STORY)
8 TOTAL	
EXISTING IMPERVIOUS AREA:	170,550 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 18 PARALLEL PARKING SPACES PROVIDED FOR BAKERY AND BOUTIQUE.  
 (2) ADDITIONAL 114 PROPOSED PARKING STALLS LOCATED SW SIDE OF PROPERTY FOR HOTEL.

**LEGEND**

- PROPERTY LINE
- SETBACK LINE
- PROPOSED ASSESSMENT
- PROPOSED FIRE LINE
- EXISTING FIRE LANE
- EXISTING FIRE LANE
- PROPOSED GRASSCRETTE FIRE LANE
- PROPOSED LIGHT DUTY PAVEMENT
- EXISTING LIGHT DUTY PAVEMENT
- 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 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 UG ELECTRIC MANHOLE
- EXISTING ELECTRIC METER
- EXISTING SIGN
- EXISTING TREE

- SITE NOTES**
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING FOOTPRINT DIMENSIONS.
  - CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND FINAL GEOTECH REPORT FOR BUILDING SUB GRADE PREPARATION REQUIREMENTS.
  - COORDINATE INFORMATION FOR RETAINING WALLS ARE LOCATED AT THE FACE OF THE EXPOSED WALL AT GROUND SURFACE ELEVATIONS.
  - ALL DIMENSIONS ARE FROM THE FACE OF CURB, FACE OF BUILDING, OR PROPERTY LINE UNLESS NOTED OTHERWISE.
  - ALL CURB RADI ARE 2' UNLESS NOTED OTHERWISE.
  - CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR CARPORT AND DUMPMSTER ENCLOSURE CONSTRUCTION SPECIFICATIONS.
  - CONTRACTOR SHALL REFER TO M.E.P. AND LANDSCAPE PLANS FOR CONDUIT PLACEMENT PRIOR TO PAVING.
  - 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. XXXX  
 SUBMITTED MARCH 1, 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 LULLIAN MILLER PKWY  
 DENTON, TX 76210  
 CONTACT: KEITH WALTERS  
 PH 940-390-0051

ARCHITECT:  
 DUNCAN & MILLER DESIGN  
 1303 DRAGON STREET  
 DALLAS, TX 75207  
 CONTACT: TYLER DUNCAN  
 PH 214-748-5944

DATE PREPARED: 03/18/2022

**Kimley-Horn**  
 13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700  
 DALLAS, TEXAS 75240  
 PHONE: 972-770-1300  
 FAX: 972-770-1301  
 TEXAS REGISTERED ENGINEERING FIRM # 028

**PRELIMINARY**  
 FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES  
 Kimley-Horn  
 Engineer: NEDA HOSSEINY  
 P.E. No. 13552  
 Date: 03/18/2022

SCALE AS SHOWN  
 DESIGNED BY  
 DRAWN BY  
 IN CHARGE  
 CHECKED BY  
 DATE

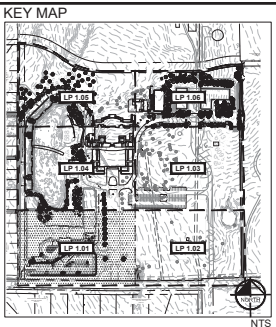
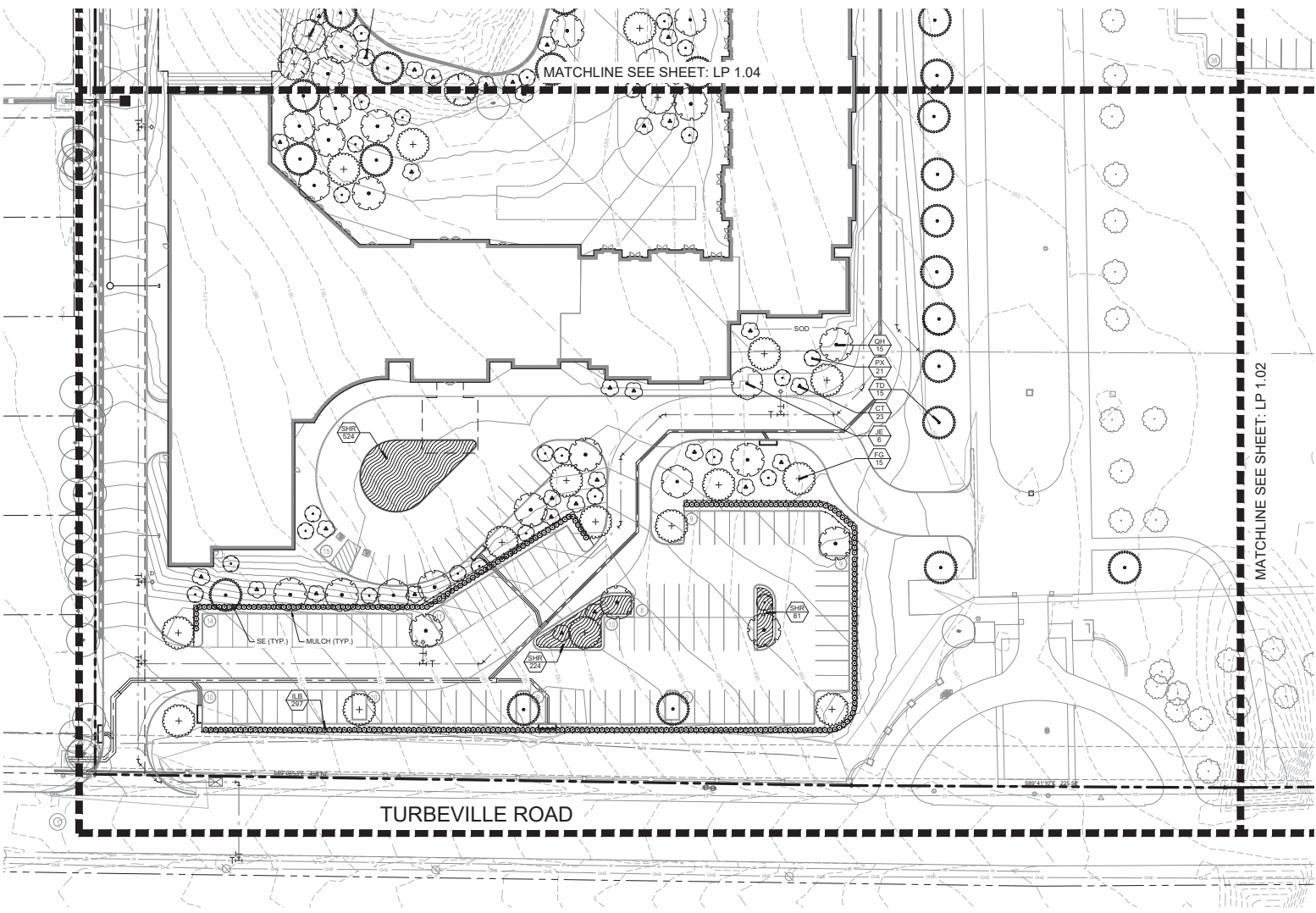
**SITE PLAN**  
 THE OLANA AT HICKORY CREEK  
 1851 TURBEVILLE RD., HICKORY CREEK, TX

DATE  
 03/18/2022  
 PROJECT NO.  
 063217800  
 SHEET NUMBER  
**C-100**





Prepared by: Kimley-Horn and Associates, Inc. Date: 03/01/2022. Project No.: 063217800. The information contained herein is for informational purposes only. It is not intended to be used for any other purpose without the express written authorization and approval of Kimley-Horn and Associates, Inc. This document is prepared for the use of the client and is not to be distributed or used for any other purpose without the express written authorization and approval of Kimley-Horn and Associates, Inc.



**PLANT SCHEDULE**

TREES	CODE	QTY	COMMON NAME
	CT2	17	BLACK HICKORY
	FG	37	GREEN ASH
	JE	31	EASTERN RED CEDAR
	PL	50	LOBLODY PINE
	QH	55	CHINKAPIN OAK
	QV	13	SOUTHERN LIVE OAK
	TD	100	BALD CYPRESS
ORNAMENTAL TREE	CODE	QTY	COMMON NAME
	CT	52	EASTERN REDBUD
	PX	137	MEXICAN PLUM
SHRUBS	CODE	QTY	COMMON NAME
	LB	207	DWARF BURFORD HOLLY
GROUND COVERS	CODE	QTY	COMMON NAME
	SHR	719	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.

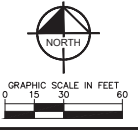
NO.	REVISIONS	DATE

**Kimley-Horn**  
 6001 KIMLEY-HORN AND ASSOCIATES, INC.  
 15405 HOEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700  
 DENTON, TEXAS 76201  
 PHONE: 817-370-1000  
 WWW.KIMLEY-HORN.COM  
 TEXAS REGISTERED ENGINEERING FIRM # 5228

**PRELIMINARY**  
**Kimley-Horn**  
 SCALE AS SHOWN  
 DESIGNED BY: [Blank]  
 DRAWN BY: [Blank]  
 C.C. CHECKED BY: [Blank]  
 G.A.P. C.A.P.

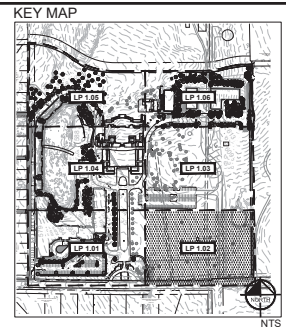
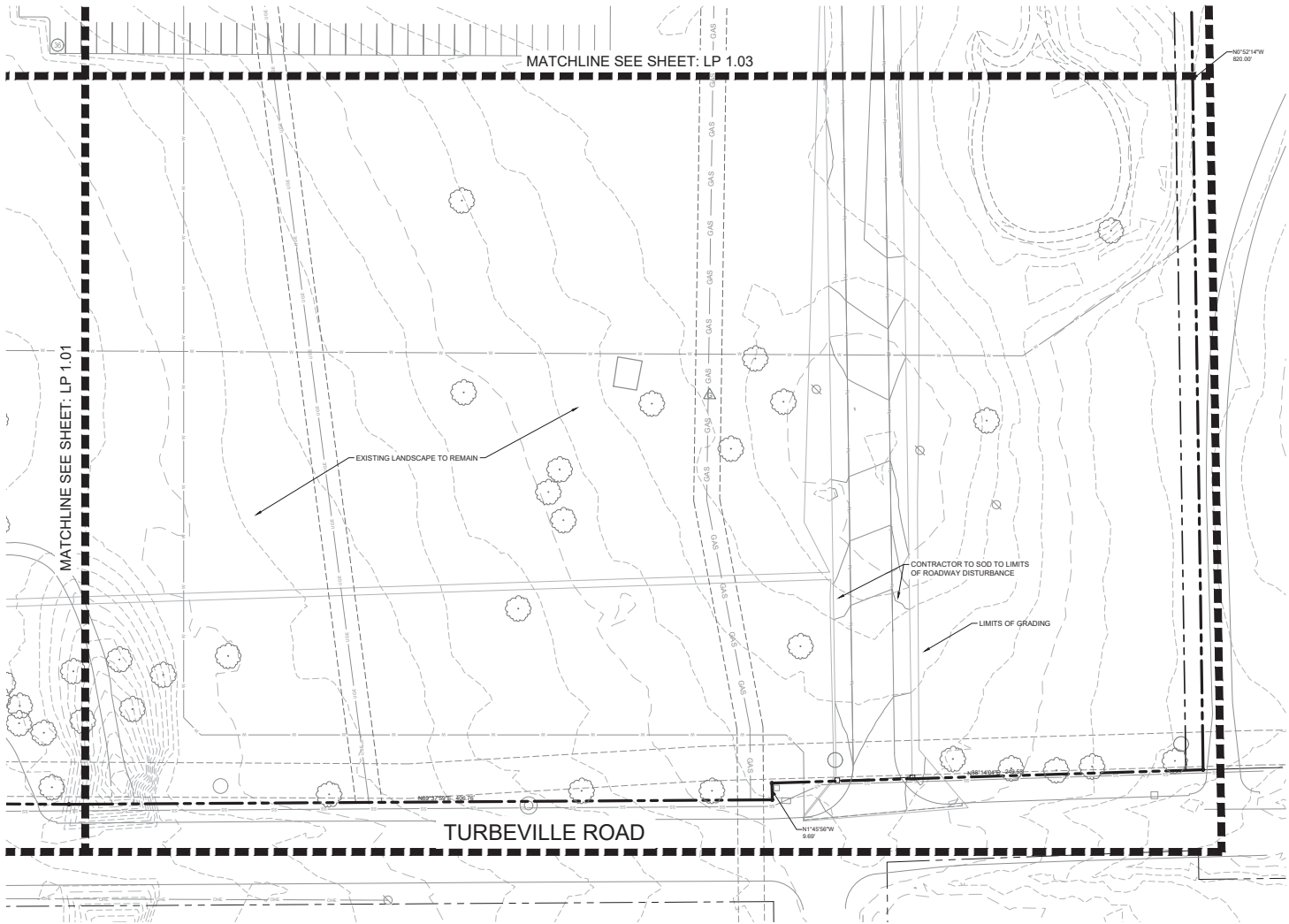
**PLANTING PLAN**

**THE OLANA MANSION**  
 DENTON COUNTY, TEXAS



DATE: MARCH 2022  
 PROJECT NO.: 063217800  
 SHEET NUMBER: LP 1.01

Prepared by: **Kimley-Horn and Associates, Inc.** Date: **03/03/2022** Project: **063217800 - The Olana Mansion, Denton County, Texas**  
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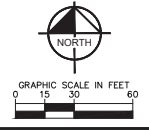


### PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME
	CT2	17	BLACK HICKORY
	FG	37	GREEN ASH
	JE	31	EASTERN RED CEDAR
	PL	50	LOBLOLLY PINE
	GH	55	CHINKAPIN OAK
	QV	13	SOUTHERN LIVE OAK
	TD	100	BALD CYPRESS
ORNAMENTAL TREE	CODE	QTY	COMMON NAME
	CT	52	EASTERN REDBUD
	PX	137	MEXICAN PLUM
SHRUBS	CODE	QTY	COMMON NAME
	LB	207	DWARF BURFORD HOLLY
GROUND COVERS	CODE	QTY	COMMON NAME
	SHR	719	SHRUBS AND GROUND COVER

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SCALE AS SHOWN

DESIGNED BY

DRAWN BY

C.C.

CHECKED BY

C.A.P.

DATE

MARCH 2022

PROJECT NO.

063217800

SHEET NUMBER

LP 1.02

THE OLANA MANSION

DENTON COUNTY, TEXAS

PLANTING PLAN

PRELIMINARY

**Kimley-Horn**

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1505 HOEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700

IRVING, TEXAS 75039

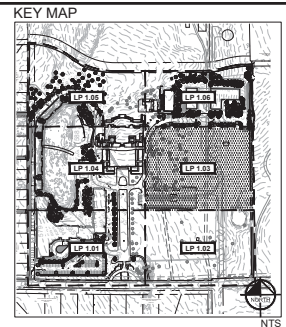
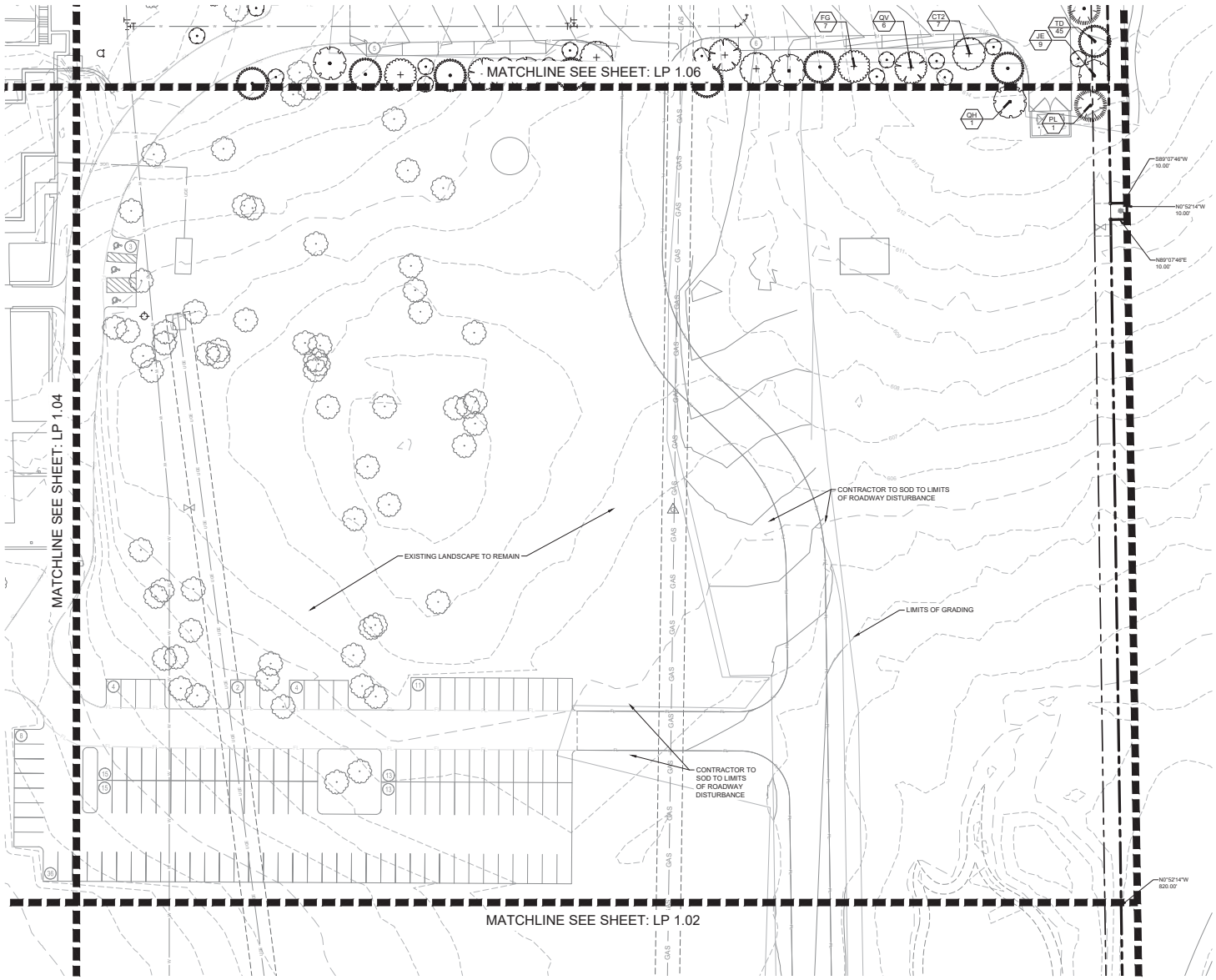
PHONE: 972-770-1000

FAX: 972-770-1001

WWW.KIMLEY-HORN.COM

TEXAS REGISTERED ENGINEERING FIRM # 6228

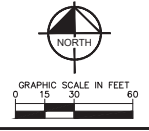
Revised 03/20/2022, City of Denton, Texas, 22-0022-00-015, Plans, 11th Floor, 1100 W. Main Street, Denton, Texas 76201. Prepared by Kimley-Horn and Associates, Inc. under contract to the City of Denton, Texas. This drawing is the property of Kimley-Horn and Associates, Inc. and shall remain the property of Kimley-Horn and Associates, Inc. No part of this drawing shall be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Kimley-Horn and Associates, Inc.



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SCALE AS SHOWN

DESIGNED BY

DRAWN BY

C.C.

CHECKED BY

C.A.P.

DATE

MARCH 2022

PROJECT NO.

063217800

SHEET NUMBER

LP 1.03

THE OLANA MANSION

DENTON COUNTY, TEXAS

PLANTING PLAN

PRELIMINARY

**Kimley-Horn**

14505 HOEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700  
DENTON, TEXAS 76201  
PHONE: 972-770-1000  
WWW.KIMLEY-HORN.COM  
TEXAS REGISTERED ENGINEERING FIRM # 5228

NO.

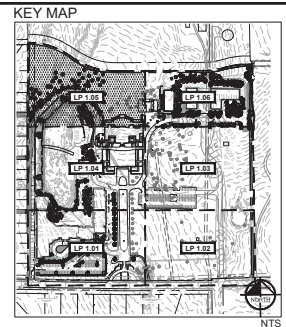
REVISIONS

DATE





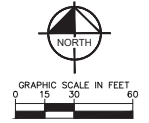
Prepared by: Kimley-Horn and Associates, Inc. Date: 03/15/2022. Project: The Olana Mansion, 15650 Hotel Road, Denton, Texas. Drawing: Planting Plan. Scale: 1/8" = 1'-0".  
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**Kimley-Horn**

6201 KIMLEY HORN AND ASSOCIATES, INC.  
 15650 HOTEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700  
 DENTON, TEXAS 76205  
 PHONE: 972.770.1000  
 WWW.KIMLEY-HORN.COM  
 TEXAS REGISTERED ENGINEERING FIRM # 5228

---

**PRELIMINARY**

**Kimley-Horn**

---

**SCALE AS SHOWN**  
**DESIGNED BY**  
**DRAWN BY**  
**C.C.**  
**CHECKED BY**  
**C.A.P.**

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**PLANTING PLAN**

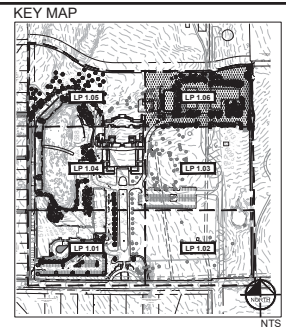
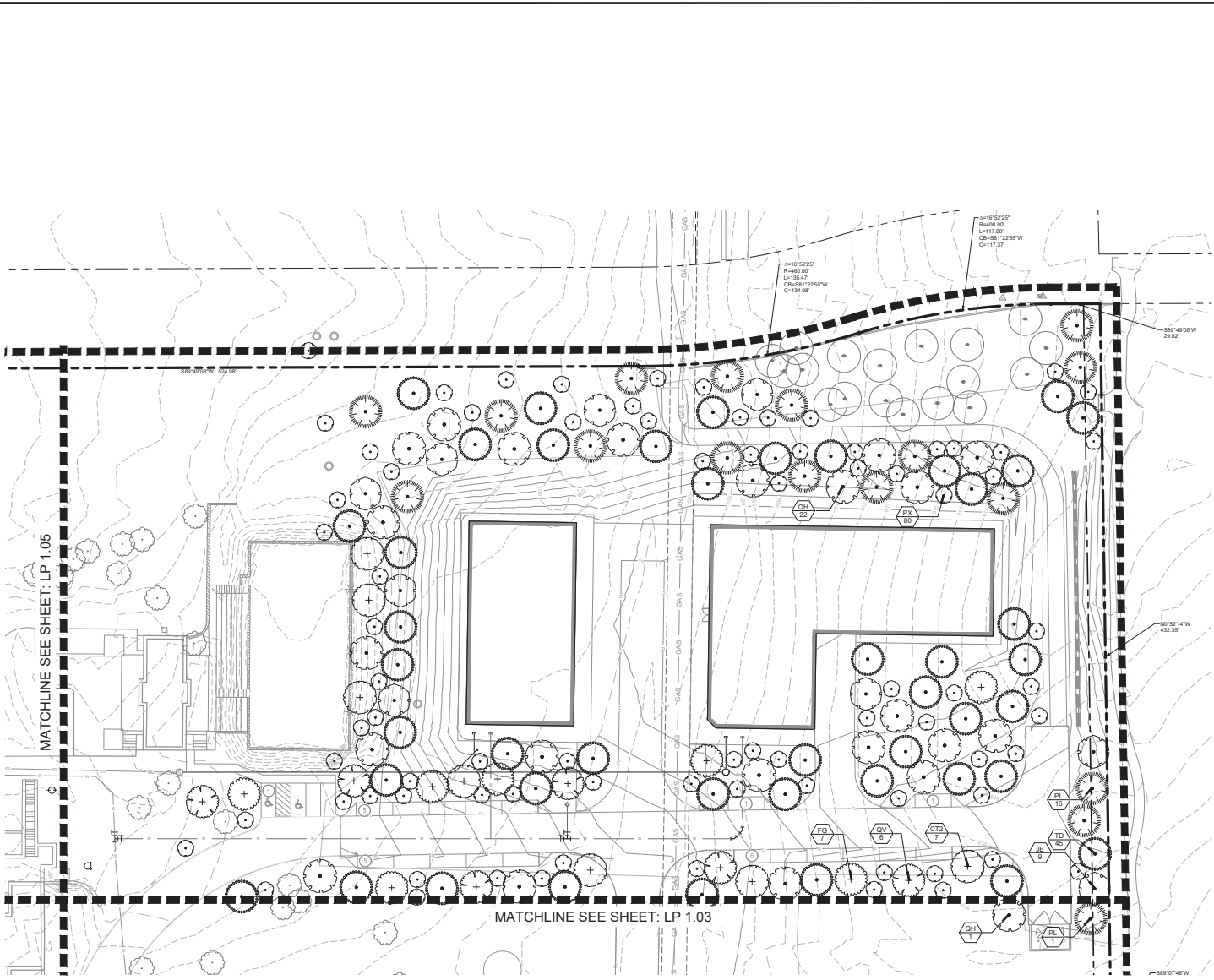
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**THE OLANA MANSION**  
**DENTON COUNTY, TEXAS**

---

DATE: MARCH 2022  
 PROJECT NO.: 063217800  
 SHEET NUMBER: LP 1.05

Revised by: [blank] Date: [blank] Drawn by: [blank] Checked by: [blank] Project No.: [blank] Scale: [blank] Date: [blank]  
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**Kimley-Horn**  
 6201 KIMLEY HORN AND ASSOCIATES, INC.  
 15605 HOEL ROAD, TWO GALLERIA OFFICE TOWER, STE 700  
 DALLAS, TEXAS 75244  
 PHONE: 972.770.1000  
 FAX: 972.770.1001  
 WWW.KIMLEY-HORN.COM  
 TEXAS REGISTERED ENGINEERING FIRM #1-5228

---

**PRELIMINARY**

---

SCALE AS SHOWN  
 DESIGNED BY  
 DRAWN BY  
 C.C.  
 CHECKED BY  
 G.P.

DATE  
 MARCH 2022  
 PROJECT NO.  
 063217800  
 SHEET NUMBER  
**LP 1.06**

THE OLANA MANSION  
 DENTON COUNTY, TEXAS

PLANTING PLAN



# Racial Profiling Report | Full

---

Agency Name: HICKORY CREEK POLICE DEPT.  
Reporting Date: 02/03/2022  
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: 02/03/2022

# Total stops: 4001

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## Street address or approximate location of the stop

City street	1608
US highway	734
County road	30
State highway	1610
Private property or other	19

## Was race or ethnicity known prior to stop?

Yes	83
No	3918

## Race / Ethnicity

Alaska Native / American Indian	36
Asian / Pacific Islander	168
Black	767
White	2470
Hispanic / Latino	560

## Gender

<b>Female</b>	<b>1387</b>
Alaska Native / American Indian	9
Asian / Pacific Islander	43
Black	297
White	905
Hispanic / Latino	133
<b>Male</b>	<b>2614</b>
Alaska Native / American Indian	27
Asian / Pacific Islander	125
Black	470
White	1565
Hispanic / Latino	427

## Reason for stop?

<b>Violation of law</b>	<b>100</b>
Alaska Native / American Indian	2
Asian / Pacific Islander	3
Black	9
White	77

Hispanic / Latino	9
<b>Preexisting knowledge</b>	<b>21</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	14
Hispanic / Latino	2
<b>Moving traffic violation</b>	<b>3168</b>
Alaska Native / American Indian	22
Asian / Pacific Islander	147
Black	632
White	1958
Hispanic / Latino	409
<b>Vehicle traffic violation</b>	<b>712</b>
Alaska Native / American Indian	12
Asian / Pacific Islander	18
Black	121
White	421
Hispanic / Latino	140
<b>Was a search conducted?</b>	
<b>Yes</b>	<b>86</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	25
White	41
Hispanic / Latino	20
<b>No</b>	<b>3915</b>
Alaska Native / American Indian	36
Asian / Pacific Islander	168
Black	742
White	2429
Hispanic / Latino	540
<b>Reason for Search?</b>	
<b>Consent</b>	<b>15</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	7

Hispanic / Latino	3		
<b>Contraband</b>	<b>6</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	5		
<b>Probable</b>	<b>56</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	19		
White	27		
Hispanic / Latino	10		
<b>Inventory</b>	<b>3</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	2		
Hispanic / Latino	1		
<b>Incident to arrest</b>	<b>6</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	4		
Hispanic / Latino	1		
<b>Was Contraband discovered?</b>			
<b>Yes</b>	<b>58</b>	<b>Did the finding result in arrest?</b>	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	18	Yes 1	No 17
White	25	Yes 0	No 25
Hispanic / Latino	15	Yes 0	No 15
<b>No</b>	<b>28</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	7		
White	16		
Hispanic / Latino	5		

<b>Description of contraband</b>	
<b>Drugs</b>	<b>42</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	13
White	16
Hispanic / Latino	13
<b>Weapons</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Currency</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Alcohol</b>	<b>11</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	5
Hispanic / Latino	4
<b>Stolen property</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Other</b>	<b>9</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	5
Hispanic / Latino	0
<b>Result of the stop</b>	
Verbal warning	<b>0</b>

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Written warning</b>	<b>995</b>
Alaska Native / American Indian	12
Asian / Pacific Islander	29
Black	174
White	683
Hispanic / Latino	97
<b>Citation</b>	<b>2998</b>
Alaska Native / American Indian	24
Asian / Pacific Islander	139
Black	591
White	1783
Hispanic / Latino	461
<b>Written warning and arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Citation and arrest</b>	<b>8</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	4
Hispanic / Latino	2
<b>Arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Arrest based on</b>	
<b>Violation of Penal Code</b>	<b>4</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	1
White	3
Hispanic / Latino	0
<b>Violation of Traffic Law</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Violation of City Ordinance</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Outstanding Warrant</b>	<b>4</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	2

**Was physical force resulting in bodily injury used during stop?**

<b>Yes</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Resulting in Bodily Injury To:</b>	
Suspect	0
Officer	0
Both	0
<b>No</b>	<b>4001</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	560
Black	2470
White	36
Hispanic / Latino	0



**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	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

**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:	4001	
02. Location of Stop:		
a. City Street	1608	40.19%
b. US Highway	734	18.35%
c. County Road	30	0.75%
d. State Highway	1610	40.24%
e. Private Property or Other	19	0.47%
03. Was Race known prior to Stop:		
a. NO	3918	97.93%
b. YES	83	2.07%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	36	0.90%
b. Asian/ Pacific Islander	168	4.20%
c. Black	767	19.17%
d. White	2470	61.73%
e. Hispanic/ Latino	560	14.00%
05. Gender:		
a. Female	1387	34.67%
i. Alaska/ Native American/ Indian	9	0.22%
ii. Asian/ Pacific Islander	43	1.07%
iii. Black	297	7.42%
iv. White	905	22.62%
v. Hispanic/ Latino	133	3.32%
b. Male	2614	65.33%
i. Alaska/ Native American/ Indian	27	0.67%
ii. Asian/ Pacific Islander	125	3.12%
iii. Black	470	11.75%
iv. White	1565	39.12%
v. Hispanic/ Latino	427	10.67%
06. Reason for Stop:		
a. Violation of Law	100	2.50%
i. Alaska/ Native American/ Indian	2	2.00%
ii. Asian/ Pacific Islander	3	3.00%

# Racial Profiling Analysis Report

iii. Black	9	9.00%
iv. White	77	77.00%
v. Hispanic/ Latino	9	9.00%
b. Pre-Existing Knowledge	21	0.52%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	23.81%
iv. White	14	66.67%
v. Hispanic/ Latino	2	9.52%

c. Moving Traffic Violation	3168	79.18%
i. Alaska/ Native American/ Indian	22	0.69%
ii. Asian/ Pacific Islander	147	4.64%
iii. Black	632	19.95%
iv. White	1958	61.81%
v. Hispanic/ Latino	409	12.91%

d. Vehicle Traffic Violation	712	17.80%
i. Alaska/ Native American/ Indian	12	1.69%
ii. Asian/ Pacific Islander	18	2.53%
iii. Black	121	16.99%
iv. White	421	59.13%
v. Hispanic/ Latino	140	19.66%

## 07. Was a Search Conducted:

a. NO	3915	97.85%
i. Alaska/ Native American/ Indian	36	0.92%
ii. Asian/ Pacific Islander	168	4.29%
iii. Black	742	18.95%
iv. White	2429	62.04%
v. Hispanic/ Latino	540	13.79%
b. YES	86	2.15%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	25	29.07%
iv. White	41	47.67%
v. Hispanic/ Latino	20	23.26%

## 08. Reason for Search:

a. Consent	15	0.37%
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# Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	33.33%
iv. White	7	46.67%
v. Hispanic/ Latino	3	20.00%
b. Contraband in Plain View	6	0.15%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	16.67%
v. Hispanic/ Latino	5	83.33%
c. Probable Cause	56	1.40%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	19	33.93%
iv. White	27	48.21%
v. Hispanic/ Latino	10	17.86%
d. Inventory	3	0.07%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	66.67%
v. Hispanic/ Latino	1	33.33%
e. Incident to Arrest	6	0.15%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	16.67%
iv. White	4	66.67%
v. Hispanic/ Latino	1	16.67%
09. Was Contraband Discovered:		
YES	58	1.45%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	18	31.03%

# Racial Profiling Analysis Report

Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	17	
iv. White	25	43.10%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	25	
v. Hispanic/ Latino	15	25.86%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	15	
b. NO	28	0.70%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	7	25.00%
iv. White	16	57.14%
v. Hispanic/ Latino	5	17.86%
10. Description of Contraband:		
a. Drugs	42	1.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	13	30.95%
iv. White	16	38.10%
v. Hispanic/ Latino	13	30.95%
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	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. Alcohol	11	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	18.18%
iv. White	5	45.45%

# Racial Profiling Analysis Report

v. Hispanic/ Latino	4	36.36%
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	9	0.22%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	4	44.44%
iv. White	5	55.56%
v. Hispanic/ Latino	0	0.00%
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	995	24.87%
i. Alaska/ Native American/ Indian	12	1.21%
ii. Asian/ Pacific Islander	29	2.91%
iii. Black	174	17.49%
iv. White	683	68.64%
v. Hispanic/ Latino	97	9.75%
c. Citation	2998	74.93%
i. Alaska/ Native American/ Indian	24	0.80%
ii. Asian/ Pacific Islander	139	4.64%
iii. Black	591	19.71%
iv. White	1783	59.47%
v. Hispanic/ Latino	461	15.38%
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	8	0.20%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	25.00%
iv. White	4	50.00%
v. Hispanic/ Latino	2	25.00%
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	4	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	25.00%
iv. White	3	75.00%
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	4	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	25.00%
iv. White	1	25.00%
v. Hispanic/ Latino	2	50.00%

# Racial Profiling Analysis Report

## 13. Was Physical Force Used:

a. NO	4001	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	560	14.00%
iii. Black	2470	61.73%
iv. White	36	0.90%
v. Hispanic/ Latino	0	0.00%
b. YES	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 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 02/03/2022